



Regular City Council Meeting
Tuesday, November 17, 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 (Field Trip)** **5:00 P.M.**
Topics to include; but are not limited to: Walking field trip to the site of Water Tank #1, located at 5295 South and 500 West, to discuss CDBG funding projects associated with the upgrades to the tank.

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 NOVEMBER 3, 2020 MEETING MINUTES

6. **SPECIAL ORDER**

Special orders will proceed as follows: Chair introduction of item, staff/applicant presentation, questions by Council, Chair opens public hearing, citizen input; Chair closes public hearing, then Council final discussion.

**6.1 PUBLIC HEARING: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
FIRST PUBLIC HEARING TO CONSIDER POTENTIAL
PROJECTS FOR WHICH FUNDING MAY BE APPLIED UNDER THE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) SMALL CITIES
PROGRAM FOR PROGRAM YEAR 2021**

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.

7. **CITIZEN COMMENTS**

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

8. **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

9. **RETURNING BUSINESS**

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

9.1 MOTION/RESOLUTION 20-19: A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE TRANSFER OF REAL PROPERTY TO THE REDEVELOPMENT AGENCY

The Resolution will address the transferring of ownership of real property located at 5580 South Adams Ave.

10. **NEW BUSINESS**

10.1 MOTION/RESOLUTION 20-20: RESOLUTION TO AMEND THE CITY'S POLICY AND PROCEDURES MANUAL FOR EMPLOYEES

Amendments include additions of telecommuting, social media use, and electronic equipment policies, along with the Revisions of the compensatory hours, and bereavement leave policies.

11. **COUNCIL COMMUNICATION WITH STAFF**

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

12. **ADMINISTRATION REPORTS**

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

13. **UPCOMING EVENTS**

November 17th: Council Meeting 6:00 p.m.

November 19th: Planning Commission Meeting (CANCELLED)

November 26-27: City Offices closed for the Thanksgiving holiday

December 1st: City Council work session 5:00 p.m.

December 1st: City Council Meeting 6:00 p.m.

December 17th: Planning Commission Meeting 6:00 p.m.

December 25th: City offices closed for Christmas Holiday

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

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

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City of Washington Terrace

Minutes of a Regular City Council meeting

Held on November 3, 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 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
General Planner Tyler Seaman
Finance Director Shari' Garrett
Treasurer Heidi Gerritsen
Assistant Public Works Director Denzil Remington
GIS Specialist Kuyler Thompson
Leisure Services Director Aaron Solomon
Fire Chief Clay Peterson
City Manager Tom Hanson
City Recorder Amy Rodriguez

Others Present

None

1. WORK SESSION:

5:00 P.M.

Topics to include; but are not limited to:

- **Business license Analysis review**

Hanson stated that staff was asked to come back with a soft recommendation for new business license fees. He wanted to stress that if Council has different recommendations, they should be discussed so that the resolution tonight can be approved with the correct pricing to go out in the business license renewals.

Hanson stated that he and his team considered the down turns that has happened this year. He stated that we have to cover the costs of the operations of the business license department. He stated that they tried to minimize the impact on the businesses.

Hanson noted that some of the disproportionate fees are allowed to be a lot higher than staff is

recommending for this year. Council may review and reconsider next year.

Hanson reviewed the pricing recommendations:

Base amount \$102.00

Disproportionate rates:

Automotive: \$74.00 (proposed to \$201.00)

Car Wash: \$74.00

Contract Services: \$32.00

Convenience store: \$1113.00 (proposed change to \$2000)

Dialysis: \$4.00 (proposed change to \$2000)

Entertainment: \$201.00

Family Services/commercial: \$32.00 (proposed to \$150.00)

Family Services/residential: \$32.00 (proposed to \$100.00)

General Services: \$30.00

Group Homes: \$275.00 (proposed to \$ 450.00)

Hospitals: \$102.00 admin, + \$126.00 regulatory fee, + \$11.00 per room

Long Term Care: \$102.00 admin +118 per room + 60.00 regulatory fee (proposed to 50 percent increase of the rate, \$177 per room + 60.00 regulatory)

Personal Service: \$4.00

Professional Services: \$4.00

Sales: \$8.00

Storage Units: \$16.00

Toll Road: \$94.00

Apartment/unit: \$51.00 (good landlord program \$10.00)

Council Member Seal remarked that the Convenience store rate seems a lot lower than it should be. He recommends changing the recommendation to \$2000.00, which is way under the projected amount.

Hanson stated that he would like a recommendation change on the Dialysis center amount to \$2000 as a place marker if a dialysis business comes into the city. Hanson stated that once the fee is set, it remains the same for the year. It can be reevaluated and tweaked the following year. Mayor Allen proposed changing the group home amount, as he sees many medical calls at the home.

Hanson stated that the hospital brings many benefits to the City and recommends leaving the fee as \$11.00 per room.

Council Member Brown stated that he feels that we are not even paying for the study without raising the fees. He stated that the nursing homes account for 18 percent of the calls. He stated that these businesses are for profit. He stated that the \$5000-8000 they are paying now is a small amount and would like to raise their fees by fifty percent, stating that they should carry the burden of their calls. Peterson stated that we are currently seeing 29 percent of the calls coming from assisted living centers.

Mayor Allen would like more discussion on the Good Landlord Program, but recommends keeping the recommended fee for this year.

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94
95 **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT**

96 Mayor Mark C. Allen
97 Council Member F. Carey Seal
98 Council Member Blair Brown
99 Council Member Larry Weir
100 Council Member Scott Barker
101 Council Member Jeff West
102 General Planner Tyler Seaman
103 Finance Director Shari' Garrett
104 Treasurer Heidi Gerritsen
105 Public Works Director Jake Meibos
106 Leisure Services Director Aaron Solomon
107 Lt. Brett Butler
108 City Manager Tom Hanson
109 City Recorder Amy Rodriguez

110 **Others Present**

111 Beth Holbrook, UTA, South Ogden Animal Control Officer,
112

113 **2. ROLL CALL**

6:00 P.M.

114
115 **3. PLEDGE OF ALLEGIANCE**

116
117 **4. WELCOME**

118
119 **5. CONSENT ITEMS**

120
121 **5.1 APPROVAL OF AGENDA**

122 **5.2 APPROVAL OF OCTOBER 6, 2020 MEETING MINUTES**

123 Items 5.1 and 5.2 were approved by general consent.
124

125 **6. SPECIAL ORDER**

126
127 **6.1 PUBLIC HEARING: TO HEAR COMMENTS IN SUPPORT AND OPPOSITION**
128 **TO AMENDING THE FISCAL YEAR 21 BUDGET**

129 Garrett stated that this is the first adjustment of the year. She stated that there are three major areas in the
130 General Fund: General Sales tax: she stated that sales tax has come in stronger than anticipated and is
131 requesting a medium size adjustment. She stated that we have exceeded our previous year's sales tax. She
132 stated that she will be watching this fund closely and feels that this is a good adjustment. She stated that
133 there are many unknowns coming up in future months.

134 Another area to be adjusted is the CARES Act funding. She stated that we just received the third part of
135 our monies. She stated that our portion of the ACT is \$790,000. She stated that the budget adjustment is
136 recognizing the grant expenditures. She stated that most of our money has been given to Weber County
137 for the Weber CARES program. She stated that it was for economic support for small businesses.

138 The third area to be adjusted under the General Fund is the Investment Earnings, stating that it has been
139 hit hard. She stated that we have seen substantial decreases in our return on investments. She stated that

140 we do not anticipate strength in this area for quite some time. The adjustment tweaks this amount as we
141 see the rates settle in.
142
143 Garrett stated that the capital account rollovers have been adjusted in the utility funds. These are projects
144 that are fully funded, or accumulating so that the project can be funded in the future.
145
146 Garrett stated that the Parks fund is recognizing the Lions Park funding from RAMP grants, as well as
147 funneling addition funding to parking lots and parks maintenance.
148
149 Garrett stated that the last area of the adjustments addresses capital rollovers, bringing projects into the
150 current budget that were not expended last year.
151
152 Mayor Allen stated that he appreciates John Bond and Weber County for their help with the CARES Act,
153 noting that many small businesses have been helped by the funding.
154

155 **Mayor Allen opened the public hearing at 6:28 p.m.**

156 There were no citizen comments.

157 **Mayor Allen closed the public hearing at 6:29 p.m.**

158

159 **7. CITIZEN COMMENTS**

160 Mic Llow asked if the staff is getting pay raises in 2021.

161

162 **8. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN**
163 **COMMENTS**

164 Hanson replied that there is a pay freeze and non-critical hiring freeze to deal with the COVID-19
165 response.
166

167 **9. RETURNING BUSINESS**

168 **9.1 MOTION/RESOLUTION 20-16: AMENDMENT TO THE FISCAL YEAR 2021**
169 **FEE SCHEDULE**

170 Hanson stated that the fee schedule was discussed during the work session. There have been some
171 revisions to the published version. Hanson stated that the base rate on all licenses is \$102.00.
172 He stated that the disproportionate fee is based on calls for service and how much the City is spending to
173 respond to the disproportionate calls for service.

174 Hanson thanked Heidi Gerritsen and Kuyler Thompson for their work on the study.

175 Gerritsen read the fee schedule which was discussed in the work session preceding the meeting.
176

177 The new fee schedule will be approved as:

178 Base amount \$102.00
179

180 Disproportionate rates:

181 Automotive: \$201.00

182 Car Wash: \$74.00

183 Contract Services: \$32.00

184 Convenience store: \$2000

185 Dialysis: \$2000

186 Entertainment: \$201.00

187 Family Services/commercial: \$150.00

188 Family Services/residential: \$100.00
189 General Services: \$30.00
190 Group Homes: \$ 50.00
191 Hospitals: \$126.00 regulatory fee, + \$11.00 per room
192 Long Term Care: \$177 per room + 60.00 regulatory
193 Personal Service: \$4.00
194 Professional Services: \$4.00
195 Sales: \$8.00
196 Storage Units: \$16.00
197 Toll Road: \$94.00
198 Apartment/unit: \$51.00 (good landlord program \$10.00)
199

200 **Motion by Council Member West**
201 **Seconded by Council Member Barker**
202 **To approve Resolution 20-16 to amend**
203 **The fiscal year 2021 fee schedule**
204 **Approved unanimously (5-0)**
205 **Roll Call Vote**
206

207 **10. NEW BUSINESS**

208 **10.1 MOTION/RESOLUTION 20-17: A RESOLUTION AMENDING THE FISCAL**
209 **YEAR 20-21 BUDGET**

210 **Motion by Council Member Barker**
211 **Seconded by Council Member Weir**
212 **To approve Resolution 20-17 to amend**
213 **The fiscal year 20-21 budget**
214 **Approved unanimously (5-0)**
215 **Roll Call Vote**
216

217 **10.2 PRESENTATION: UTAH TRANSPORTATION AUTHORITY UPDATE**
218

219 Trustee Beth Holbrook reviewed the UTA recovery Plan. She stated that they have established a recovery
220 plan that can be accessed at rideuta.com/recovery plan. She stated that the bulk of their ridership decline
221 has been through the front runner, mostly due to workers working from home. She stated that they are at
222 roughly 80000 riders per day, which is about half of their normal ridership. She stated that they
223 established a recovery task force, which established a cleaning pattern to follow cleaning and disinfecting
224 protocol. She stated that the team enforces a mask requirement and social distancing.
225 Holbrook stated that they have enhanced their systems moving forward. She stated every vehicle has a
226 mask dispenser and hand sanitizer. She stated that the cloth seats will be changed to plastic so that they
227 can be sanitized properly.
228 Holbrook stated that they want to continue to develop planning and guidelines for future riders. She
229 stated that they are planning for riders to come back to the UTA within a few years, depending how
230 telecommuting progresses.
231 Holbrook stated that the average ridership in Washington Terrace (route 612) pre-covid was around 2000
232 and the route was brought up to 90 percent occupancy as of August 2020. She outlined improvements
233 that have been made to Washington Terrace routes and will continue improvements to the routes to
234 accommodate any future growth in Washington Terrace.
235 She stated that long range plans of the community are taken into account when planning for
236 improvements.

Council Member West asked if there were any plans to get a transfer from 612 to the frontrunner. Holbrook stated that they are in a five year planning session to look at connectivity pieces.

10.3 PRESENTATION: FINANCE DEPARTMENT QUARTERLY REPORT

Garrett stated that we have been able to make huge improvements on online payments. She stated that we are into 6 months with Express BillPay. She stated that the goal was to have 20 percent of utility accounts set up online for payments, which improves accuracy and customer service. She stated that we currently have 40 percent of our utility accounts set up online. Garrett thanked her staff for their efforts on this project. She stated that 39 percent are enrolled in paperless billing, noting that they still receive our newsletter through email.

Garrett stated that their number one goal was to do business online. She stated that when COVID hit, it became apparent that more business needed to be done online. She stated that payments can be made online. She stated that payments can be made online to include Building permits (without plans), dog licenses, and business licensing should be online soon.

Garrett stated that we sent the Weber Cares program \$519,000 to support small businesses. She stated that 30 of our local businesses received some of that money. She stated this amount came to \$545,000 in support. She stated that they received more than we gave because of the "pool" of the cities that contributed to the Weber Cares Program.

She stated that the remaining money goes to costs that are needed to respond to the COVID 19 response. She stated that some of the money goes to improving teleworking, doing business online, software, mailers, zoom meetings, express bill pay, and payroll for first responders on the frontlines. Other items include protective wear, and supplies for emergency responders, cleaning and disinfecting of the building. She stated that she is hoping to have the money spent and reporting completed by the end of November.

Garrett stated that tax revenues are up around 12 percent. She stated that sales tax is showing some strength and is up 10 percent from the prior quarter. Garrett stated that remote online sales has picked up and has carried us through. She stated that sales tax has been very promising and strong.

Garrett stated that sales tax is our number one revenue source in the fund. Garrett stated that licenses and permits are also coming in strong. She noted that fines and forfeitures are also showing an uptick.

Garrett stated that investments earnings in the General Fund is down 75 percent from the previous quarter. She stated that this trend will continue for a while.

Garrett stated that there is nothing unusual with the revenues. She stated that revenues do not exceed expenditures in the first quarter. Garrett stated that the Revenue Shortfall Plan has been very beneficial to the City.

Garrett stated that there is a lot of uncertainty. She stated that she will be watching the COVID infection rate that affects the economy. She stated that they are seeing a lot of assistance programs expiring. She stated that it may have effects on the economy. This will also affect consumer confidence.

Hanson stated that he appreciates the work that Garrett has done as well as staff on cutting back on expenses.

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288 **10.4 PRESENTATION: SHERIFF DEPARTMENT QUARTERLY REPORT**
289

290 Lt Butler stated that calls per service total 1125 calls. He stated that is 300 more than the same quarter
291 last year. He highlighted that there were 21 traffic accidents in the city during the 3 months. He stated
292 that there were 14 mental health calls. He stated that there were 62 suspicious activity calls. He stated that
293 there were 13 vehicle burglaries and 3 stolen vehicles. Lt. Butler stated that they have a large group of
294 unmark vehicles in the City looking for vehicles that are being targeted.
295 Lt Butler stated that they have two officers involved in officer involved shootings who are on
296 administrative leave at this time.
297
298

299 **10.5 PRESENTATION: ANIMAL CONTROL QUARTERLY REPORT**

300 Stacey reported to Council, stating that they have had an increase in calls. She stated that the signs in the
301 parks have been very helpful and noted that residents have their dogs on leashes when they have showed
302 up. Mayor Allen stated that the banners were blown down during the wind storm, however, he hopes that
303 they will be restored. Meibos stated that he will order a few more and possibly apply them to a plywood
304 board.
305

306 **10.6 PRESENTATION: FIRE DEPARTMENT QUARTERLY REPORT**

307 Chief Peterson stated that he should have rapid Covid tests for first responders and staff available soon.
308 He stated that the Department has resumed training again to keep their certifications up.
309 He stated that they are moving forward with the Santa Claus candy cane run. They will be asking people
310 to wear masks to receive their candy cane from Santa. The run will be on December 19th.
311 Hanson stated that it was determined that we wanted to wait before we were to join with Riverdale and
312 South Ogden in a Fire District. Hanson stated that we have been successful with our recruitment and
313 retention of our fire department goals. He stated that Peterson has done a wonderful job. Hanson stated
314 that Riverdale and South Ogden have determined to go their separate directions and not join together to
315 form a district.
316 Hanson stated that Peterson has changed the culture of the Fire Department with his leadership. Mayor
317 Allen agreed and thanked Peterson for his leadership.
318
319

320 **10.7 PRESENTATION: PUBLIC WORKS DEPARTMENT QUARTERLY REPORT**

321 Meibos stated that all the road projects have been completed. He stated that there is a 12 year surface life
322 for our roads, in which 54 percent of our roads are in. He stated that there are 2 percent of our roads that
323 are non-serviceable and will not be in the street programs. Meibos stated that we have completed a lot of
324 crack seal on the roads this year which will extend the life of the roads.
325 Meibos stated that the CDBG projects have been completed. The only CDBG project still open is the
326 2020 Tank completion.
327 He stated that the inside of the tank for the Tank upgrades have been painted and the equipment should
328 be completed soon. He stated that the tank waterlines project has begun.
329 Meibos stated that the shop is still working on issues concerning the wind storm event. He stated that he
330 has applied for a FEMA grant. He stated that we are currently in the process of distributing the wood
331 chips to the Stephens property.
332 Meibos stated that there were several breakdowns with the equipment during the windstorm and that they
333 are really showing their age. Meibos would like to take a deeper look into the equipment replacement

334 policy. Meibos stated that some of the repairs can be done in-house, although not all.
335 Meibos stated that we will be submitting for a new CDBG grant. He stated that the equipment is being
336 prepared for snow removal.
337 Meibos stated that we are still moving forward with concrete replacements and trip hazards.
338

339 **10.8 PRESENTATION: BUILDING AND PLANNING QUARTERLY REPORT**

340 Seaman supplied a copy of the door hangars for winter parking. Seaman highlighted his case counts
341 concerning code enforcement. He stated that he has had 56 new cases, and 4800 have been closed. He
342 stated that two of them are in the court process. Seaman stated that he would like to change some
343 processes and speed up the process. He will bring this information together for Council in a future
344 meeting. Seaman stated that he has been directing residents to the proper channels for their complaints.
345

346 Seaman stated that the valuation of projects brought into the city totals \$26,216,745.88
347 Seaman stated that he has around 20 more houses ready to be built, however the developers have been a
348 little slow to pull the permits. Seaman stated that the new hospital building has generated a lot of money
349 for the city. He stated that there are nice facilities in the new building.
350 Seaman stated he has great optimism heading into 2021.
351 Seaman stated that all of the infill properties have been developed. He stated that some of the homes are
352 still to be built. He stated that the Fire Department will start handing out the winter parking door hangars.
353 Council Member Barker stated that he will be willing to help hand those out. He stated that the hangars
354 are a warning and then it will head into citations.
355

356 **11. COUNCIL COMMUNICATION WITH STAFF**

357
358 Council Member Weir asked how we will handle basketball season. Solomon stated that there has not
359 been many spectators and those who attend have been wearing masks. It will be limited to one spectator
360 per child. He stated that everyone is on board with the new regulations. He stated that the kids are
361 temperature tested and spectators wear masks.
362 Mayor Allen thanked Solomon and the Public Works crew for helping winterizing the parks and getting
363 the fields ready for the spring.
364

365 **12. ADMINISTRATION REPORTS**

366 Hanson stated that we are looking at options to address the empty area where the old public works shop
367 slope is at.

368 Hanson stated that we will be working on additional work sessions to deal with items that were not able
369 to be held during the cancelled retreat.
370

371 **13. UPCOMING EVENTS**

372 November 17th: Council Meeting 6:00 p.m.
373 November 19th: Planning Commission Meeting (tentative)
374

375 **14. ADJOURN THE MEETING: MAYOR ALLEN**

376 **Mayor Allen adjourned the meeting at 8:28 p.m.**
377
378
379

380 _____
Date Approved

City Recorder

City Council Staff Report



Author: Amy Rodriguez
Subject: CDBG FIRST PUBLIC HEARING
Date: 11-17-20
Type of Item: Public Hearing

Admin Dept.

Description:

A. Topic: CDBG FIRST PUBLIC HEARING

B. Background:

The City will be applying for a Community Development Block Grant (CDBG) for the 2021 grant period. CDBG requires that a public hearing be held to receive comments and suggestions from the community concerning eligible projects to be considered for application.

CDBG Funds must be spent on projects benefitting primarily low and moderate income persons. The results of a city wide survey completed in 2014 show that the city has a LMI of 63% . With recent data, these numbers have changed, however, data shows that we are still over 50% LMI within the City.

C. Analysis:

CDBG further requires that the first public hearing being conducted as follows:

COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC HEARING

Mayor Allen opened the public hearing for the CDBG program and stated that the purpose of the hearing is to provide citizens with pertinent information about the Community Development Block Grant Program and allow for discussion of possible applications for the 2021 funding cycle. It was explained that the grant money must be spent on projects benefitting primarily low and moderate-income persons. The Wasatch Regional Front, in which Washington Terrace is a member, is expected to receive approximately \$978,000 in this new program year. All eligible activities that can be accomplished under this program are identified in the CDBG Application Policies and Procedures Manual and interested persons can review it at any time.

Mayor Allen read several of the eligible activities listed including examples, such as Construction of public works and facilities, e.g., water and sewer lines, fire stations, acquisition of real property, provision of public services such as food banks or homeless shelters.

Mayor Allen indicated that in the past Washington Terrace has received 9 CDBG grants which were used to purchase Fire Department Equipment to include a skid loader for the brush truck, thermal imaging equipment, and breathing apparatus, Seismic upgrades to two Water Tanks, a restroom and bowery at Victory Park, the 4525 Sewer Main Replacement, construction of the Civic/Senior and Fire Station, Water Main Feeds, and currently painting and completion of the Water Tank Project. The city has handed out its

capital investment plan as part of the regional “Consolidated Plan”. This list shows which projects the city has identified as being needed in the community.

It was asked that anyone with questions, comments or suggestions during the hearing please identify themselves by name, before they speak. The clerk will include your names in the minutes and we would like to specifically respond to your questions and suggestions during the hearing.

Mayor Allen stated that any grievances or complaints may be given to the City Recorder located at 5249 South 400 East (City Hall) or at 801-395-8283 between the hours of 7:00am to 6:00pm. They may also contact the City Manager at 801-395-8282.

The Mayor asked if there were any suggestions. The hearing was adjourned at _____.

**WASHINGTON TERRACE CITY
RESOLUTION NO. 20-19
A RESOLUTION OF THE CITY OF WASHINGTON TERRACE AUTHORIZING THE
TRANSFER OF REAL PROPERTY TO THE WASHINGTON TERRACE CITY
REDEVELOPMENT AGENCY**

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

WHEREAS, the City created the Washington Terrace City Community Development and Renewal Agency (the “**Agency**”) and the Agency in accordance with Utah Code Annotated §17C-1-101 et seq., the Limited Purpose Local Government Entities -- Community Reinvestment Agency Act (the “**Act**”);

WHEREAS, the City Council finds that in conformance with Utah Code Annotated §10-3-717, the governing body of the city may exercise all administrative powers by resolution including, but not limited to disposition of municipal property;

WHEREAS, the City Council finds that public convenience and necessity requires the actions herein contemplated;

WHEREAS, the City Council finds that Utah Code Annotated §10-8-2 and WTC Code 4.20.035 authorizes the City Council to sell or otherwise convey real property owned by the City, subject to the requirements of law;

WHEREAS, the Mayor desires that certain real property owned by the City be conveyed or otherwise transferred to the Agency;

WHEREAS, City Council finds that it has complied with all procedures necessary for the conveyance of real property;

WHEREAS, the Agency is authorized to provide for project area development and carry out the purposes of the Act as described therein;

WHEREAS, the City is authorized to sell or otherwise transfer property to the Agency, including for less than fair market value or for no consideration, in accordance with Utah Code Annotated §17C-1-207(1)(b);

WHEREAS, the City also is authorized to lend, grant, or contribute funds to the Agency as set forth in Utah Code Annotated §17C-1-207;

WHEREAS, the Agency also is authorized to accept financial or other assistance from any public or private source for the Agency’s activities, powers, and duties, and expend any funds so received for any of the purposes of the Act;

WHEREAS, the City desires to convey or otherwise dispose of certain real property as legally described in Exhibit “A” incorporated herein by this reference and referred to as the “**Property**”;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington Terrace as follows:

1. Consent and Transfer. The City hereby consents to and authorizes the transfer of the Property in Exhibit “A” to the Agency under the terms of a Special Warranty Deed, in the form substantially similar to the attached Exhibit “B,” incorporated herein by this reference, and subject to a Payback Agreement, attached as Exhibit “C” and incorporated herein by this reference.
2. Conflict. All action or Resolutions conflict with this Resolution are repealed in so far as such conflict.
3. Severability. If a court of competent jurisdiction determines that any part of this Resolution is unconstitutional or invalid, then such portion of this Resolution, or specific application of this Resolution, shall be severed from the remainder, which shall continue in full force and effect.
4. Effective date. This Resolution take effect immediately approval.

APPROVED AND ADOPTED on the 17th day of November, 2020.

Mayor

Attest: City Recorder

EXHIBIT "A"

Property Legal Description Weber County Parcel No. 070370031

PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION; RUNNING THENCE SOUTH 89D30' EAST 390.00 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION, THENCE NORTH 0D26' EAST ALONG THE WESTERLY LINE OF SOUTH WASHINGTON TERRACE CITY PROPERTY, 335.90 FEET, THENCE NORTH 89D30' WEST 131 FEET, MORE OR LESS, THENCE SOUTH 0D45'24" WEST, 170.00 FEET; THENCE NORTH 89D10'36" WEST 256.24 FEET TO THE WEST LINE OF SAID QUARTER SECTION, THENCE SOUTH 0D26' WEST ALONG SAID WEST LINE 165.91 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION ADAMS AVENUE ROAD DEDICATION PLAT (75-75). SUBJECT TO A 30 FOOT WIDE EASEMENT 15 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT WHICH IS NORTH 0D26' EAST 32.0 FEET FROM THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: RUNNING THENCE SOUTH 89D30' EAST 100 FEET, THENCE RIGHT ALONG THE ARC OF A 200.0 FOOT RADIUS CURVE A DISTANCE OF 36.04 FEET (CHORD BEARS SOUTH 75D50'13" EAST 35.99 FEET), THENCE LEFT ALONG THE ARC OF A 200.0 FOOT RADIUS CURVE A DISTANCE OF 36.04 FEET (CHORD BEARS SOUTH 75D50'13" EAST 35.99 FEET), THENCE SOUTH 89D30' EAST 220 FEET, MORE OR LESS, TO THE EXISTING PROPERTY LINE OF SOUTH WASHINGTON TERRACE CITY. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]

When Recorded Return to:
Washington Terrace City
Attn: Tom Hanson
5249 South 400 East
Washington Terrace, Utah 84405

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of TEN and 00/100 Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, the CITY OF WASHINGTON TERRACE, a municipal corporation of the State of Utah (“**Grantor**”), has bargained and sold, and by these presents do transfer and convey to the WASHINGTON TERRACE CITY REDEVELOPMENT AGENCY, a political subdivision of the State of Utah (“**Grantee**”), certain land in Weber County, State of Utah, being more particularly described as:

Property Legal Description Weber County Parcel No. 070370031

PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION; RUNNING THENCE SOUTH 89°30' EAST 390.00 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION, THENCE NORTH 0°26' EAST ALONG THE WESTERLY LINE OF SOUTH WASHINGTON TERRACE CITY PROPERTY, 335.90 FEET, THENCE NORTH 89°30' WEST 131 FEET, MORE OR LESS, THENCE SOUTH 0°45'24" WEST, 170.00 FEET; THENCE NORTH 89°10'36" WEST 256.24 FEET TO THE WEST LINE OF SAID QUARTER SECTION, THENCE SOUTH 0°26' WEST ALONG SAID WEST LINE 165.91 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION ADAMS AVENUE ROAD DEDICATION PLAT (75-75). SUBJECT TO A 30 FOOT WIDE EASEMENT 15 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT WHICH IS NORTH 0°26' EAST 32.0 FEET FROM THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: RUNNING THENCE SOUTH 89°30' EAST 100 FEET, THENCE RIGHT ALONG THE ARC OF A 200.0 FOOT RADIUS CURVE A DISTANCE OF 36.04 FEET (CHORD BEARS SOUTH 75°50'13" EAST 35.99 FEET), THENCE LEFT ALONG THE ARC OF A 200.0 FOOT RADIUS CURVE A DISTANCE OF 36.04 FEET (CHORD BEARS SOUTH 75°50'13" EAST 35.99 FEET), THENCE SOUTH 89°30' EAST 220 FEET, MORE OR LESS, TO THE EXISTING PROPERTY LINE OF SOUTH WASHINGTON TERRACE CITY. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.]

This Special Warranty Deed is subject to all easements, rights of ways, covenants, restrictions, reservations, applicable zoning, land use ordinances, and other regulations or restrictions of record, and payment of accruing property taxes and assessments.

Grantor further covenants and binds itself to warrant and forever defend the title to the property to the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons whomsoever claiming by, through or under Grantor, but not otherwise.

WITNESS, the hand of said Grantor this ____ day of _____, 2020.

CITY OF WASHINGTON TERRACE

Mayor

State of Utah)
 §
County of Weber)

On this ____ day of _____, 2020, before me, _____, a notary public, personally appeared _____, who provide on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he executed the same in his authorized capacity.

Witness my hand and official seal.

Notary Signature

PAYBACK AGREEMENT

THIS PAYBACK AGREEMENT (“Agreement”), is made and entered into this ____ day of _____, 2020 (**“Effective Date”**), by and between Washington Terrace City, a municipal corporation in the State of Utah, together with its successors or assigns, (hereinafter referred to as **“Seller”**), and the Washington Terrace City Redevelopment Agency, a Utah political subdivision, (hereinafter referred to as **“Buyer”**). Buyer and Seller are individually referred to herein as a **“Party”** and collectively referred to as the **“Parties”** to this Agreement.

RECITALS:

WHEREAS, Seller owns certain real Property set forth in Exhibit “A” incorporated herein by this reference and referred to as (the “Property”);

WHEREAS, Buyer desires to take ownership of the Property under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the Parties agree to the following:

1. Conveyance of Property: The Property is being conveyed to Buyer for the purpose of allowing Buyer to exercise all rights granted unto it by all applicable state and local laws and ordinances, and consistent with its chartered purposes as a Redevelopment Agency, including, but not limited to, the conveyance, sale and/or development of the Property in Buyer’s legal and lawful discretion. The Property shall be conveyed to Buyer by way of Special Warrant Deed, in a form substantially similar to Exhibit “B,” and in exchange for the Purchase Price, upon the terms and conditions contained herein, together with all water rights, if any, all rights to public and private streets, rights-of-way, easements, and access and all other appurtenances to the Property, including taking possession of the Property “as is” which may include defects or irregularities that may exist, and subject to zoning and other regulations that may apply.
2. Purchase Price: Given the Buyer’s authority pursuant to this Agreement and all applicable laws, the Purchase Price shall be due and payable to Seller within 90 days of Buyer’s receipt of any money from the conveyance, sale and/or development of the Property, and shall be equal to said monies, less any costs and expenses of Buyer related to said conveyance, sale and/or development of the Property. Buyer, at its election, also may discharge this obligation by reconveying the Property to the Seller.
3. Term: The term of this Agreement shall be five (5) years, but may be extended for an additional term of five (years) upon written agreement of the Parties.

4. Assignment: This Agreement shall not be assigned.
5. Commissions: Seller is not marketing this property for sale. The Parties acknowledge that there are no agents involved in this transaction.
6. Interpretation and Severability: The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The section headings contained herein are for purposes of reference only and shall not limit, expand or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership, joint venture, corporation, trust, association, or other entity or association or any combination thereof. For purposes of this Agreement, and unless otherwise indicated, any references to the term "days" shall mean calendar days, exclusive of legal holidays. If any provision of this Agreement or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.
7. Merger: This Agreement shall not merge with the conveyance of the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

FOR BUYER:

Agency Chair

Attest: Agency Secretary

FOR SELLER:

Mayor, City Manager or Authorized Agent

City Council Staff Report

Author: Amy Rodriguez

Subject: Policy and Procedures Manual

Date: November 17, 2020

Type of Item: Motion



Summary Recommendations: Council may review the proposed addition and changes to the manual and approve the policy to be added to the manual by resolution.

Description:

A. Topic:

Council approved the Policy and Procedures manual in its entirety in February 2019. As regulations change, or city practices change, sections of the manual may be brought back before Council for approval.

- As technology changes, the City has had the opportunity to use this advantage and streamline processes through supplying employees with portable electronic equipment. Employees have been supplied electronic devices such as Ipads, tablets, and laptops, which have helped facilitate on the field notes, documentation, pictures, and communications. During the Coronavirus pandemic, the Council approved eligible employees to telecommute and work from home when needed. Laptops have been supplied to those employees through the CARES funding Act for telecommuting if needed so that normal operations would not be compromised if an event occurred and they were not able to be at the office.
In an effort to track the equipment and to whom it was assigned, the City would like to implement a portable electronic devices policy which would be signed by the employee. This policy would also detail the responsibility of the employee while using the devices, and assign accountability.
- Compensation hours are hours that are worked over the employee's scheduled time which are not paid out as overtime. Aside from the Public Works Department, overtime is not budgeted for any departments. Comp time is allowed with prior approval from a supervisor. Comp time can be accrued for several reasons, including travel time to trainings, time used for cash out, or attendance at after hour meetings, etc. When the manual was revised in 2019, the amount of allowed accumulation reflected the Federal Law statute that states that up to 240 hours of comp time may be accrued before overtime must be paid, with the hours spent down to 40 hours by the end of the year. This high amount has proven some operational challenges. The City would like to change the policy back to the original 120 hours allotted per year, with the stipulation that the amount can be exceeded with City Manager or designee approval. This approval will be based on budget capability in paying overtime.

- The Council approved telecommuting for eligible employees when deemed appropriate. The City has a telecommuting policy in place which outlines the conditions and expectations of those employees who are able to telecommute. Staff would like to include this policy in the Policy and Procedures Manual.
- The current Funeral leave policy only allows for days off with pay to **attend** a funeral, or to travel to a funeral. After some staff review, it was determined that employees may need time to process or deal with situations that arise from an immediate family members death, separate from a funeral. The changed from “funeral leave” to “Bereavement leave” would allow an employee up to 3 days off to put affairs in order, travel to a funeral, or help adjust with the loss. If additional time is needed, the employee may use regular, sick, or comp time leave, with supervisor approval.
- Social networking is now the norm among businesses and employees. The City would like to implement a policy stating that employees may not represent the City when posting on personal social media sites. The policy in no way infringes on an employee’s right to freedom of speech or expression.

B. Department Review: Human Resource, City Manager

**CITY OF WASHINGTON TERRACE
RESOLUTION NO. 20-20**

POLICY AND PROCEDURES MANUAL

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE CITY,
UTAH, ADOPTING AMENDMENTS TO THE CITY POLICY AND
PROCEDURES MANUAL**

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, it is the policy of the City to establish reasonable rules of conduct for employees and remain in compliance with safety, health and insurance laws applicable to the City;

WHEREAS, the City Council Adopted the Policy and Procedures Manual in open meeting held on February 5, 2019;

WHEREAS, the City Council would like to amend a section of the Manual;

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

Section 1. Rules of Procedure and Order.

The changes to the Policy and Procedure Manual attached as Exhibit “A” are hereby adopted and incorporated herein by this reference.

Section 2. Effective Date.

This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by the City Council this ____ day of _____, 2020.

MARK C. ALLEN, Mayor
Washington Terrace City

ATTEST:

AMY RODRIGUEZ, City Recorder

ROLL CALL VOTE

Council Member Brown

Council Member Seal

Council Member Barker

Council Member Weir

Council Member West

14. TELECOMMUNTING POLICY

During emergencies, or other situations deemed appropriate, eligible staff may be allowed to telecommute. This is a Department Head decision for those employees that have the option to work remotely. Emergency events, such as Public Health Safety issues, or natural disasters may facilitate the need for staff to telecommute. Department Heads should organize their department to work remotely while maintaining minimal staffing.

All employees who telecommute shall comply with the following guidelines.

The ability to work remotely may necessitate the use of internet, phone, or computer access from an employee's personal phone or internet. Employee's working from home will not receive compensation or reimbursement for WI-FI, phone, or equipment use. There should be no financial hardship placed on employees working from home. If there is a hardship, Department Heads are to discuss other work options for the employee.

No employee should be working from a personal email account. Employees must make sure all business is handled in ways that do not circumvent GRAMA requirements. If a GRAMA request is made the employee must understand that they may have to turn over any documents on their home computer to comply with GRAMA.

Employees will need to submit all time worked from home in order for payroll to be processed in a timely manner. All rules and policies surrounding documenting time worked are under the same requirements as currently used. We trust that our employees are completing their work and honestly reporting their hours. However, any discrepancies or irregularities in hours worked will be governed by existing city policies.

13. PORTABLE ELECTRONIC DEVICES POLICY

In an effort to maximize efficiencies in communication and to streamline processes in the business of the City, it was determined that Portable Electronic Devices would be purchased for use by certain departments. The use of the PED's is intended to streamline communications, allow for efficiencies in tracking, reporting, and documenting projects, along with allowing for telecommuting work when needed.

Portable electronic devices are defined as I-pads, tablets, notebooks, phones, and possibly laptop computers if the laptop is removed from the primary place of business.

The PED's are the property of the City unless otherwise disposed of through disposal procedures. It is the responsibility of the user to protect the device from damage, loss, or neglect. If the device is lost or damaged due to neglect it is the responsibility of the user to replace the device at his or her expense. Rare and extenuating circumstances may arise that may allow for a waiver of this responsibility. An exception to this responsibility will be handled on a case by case basis by the City Manager or designee.

If a device is stolen, a police report or similar back up will be required for responsibility waiver considerations. If the device is missing, stolen or broken or otherwise unavailable for use it is the responsibility of the employee to report the loss to their supervisor within 24 hours of the loss. It is the responsibility of the user to report any functionality problems with the equipment.

It is the responsibility of the user to protect the integrity of the data that is being uploaded or downloaded onto the device. It is prohibited to use this device in any manner that is considered illegal, immoral, or otherwise restricted in this manual. The device may be used for personal use as deemed appropriate by this manual, but should not be the intended purpose for acquiring the device.

City surplus policies outlined in the budget documents will be used to dispose of the device. Devices should not be transferred between employees or departments without proper documentation. Asset management procedures must be followed in the event of a stolen, lost, outdated, or broken device.

On issuance of the PED, each employee will sign an affidavit acknowledging the above. The device(s) serial number(s) or distinguishing identification will be annotated on the form. The affidavit will be kept with the Human Resource Department

8. BREAKS AND LUNCH PERIODS.

- A. Full-time:
 - (1) Breaks: Two (2) optional fifteen (15) minute paid breaks during a standard work day. Breaks cannot be used to extend the lunch period or shorten an employee's work hours.
 - (2) Lunch: One (1) hour unpaid lunch period during a standard work day.
- B. Part-time: As directed by the City Manager or designee.
- C. Employee breaks and lunch periods will be taken at the discretion of the Department Manager or designee, to ensure continuity in the flow of work.
- D. If employees choose to work through their paid breaks, it is their decision to do so and no extra compensation will be given for the extra time worked.
- E. Employees engaged in public safety activities. As directed by the City Manager or designee.

9. COMPENSATORY TIME OFF.

- A. Employees may receive compensatory time off in lieu of overtime pay at the City's discretion. The City Manager or designee, reserves the right to approve when an employee's accrued compensatory time will be used. Written employee requests, to use their accumulated compensation time during specific dates and times, must be approved by the City Manager or designee, and shall be permitted to be used within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the public agency.
- B. The law requires that after non-exempt employees have accumulated the maximum amounts of compensatory time off during any work period, any additional overtime must be paid as set forth below:
 - (1) Not more than one hundred and twenty (120) hours of compensatory time off may accrue. Any exceptions to this limit must be approved by the City Manager AND Department Head, not to exceed Federal Law statutes. Prior to the end of first pay period in January, for all regular employees, of each year, all comp hours over 40 hours, must be used or the employee must be paid for the hours. Over 40 hours of comp time will not be carried over beyond this date noted above. Payment for unused comp time shall be made in the event of separation from service for any reason.

- C. Compensation time off will be accumulated at the overtime rate of one and one-half (1 1/2) hours for every hour worked, for all overtime hours worked
- D. For budgetary reasons, the City Manager, or designee, can decide if overtime pay will be paid monetarily, or if compensatory time will be earned. The law requires that an agreement or understanding must be arrived at between the City and the employee before the work is performed. Employees must notify their manager before any overtime work is performed. At that time, it is up to the discretion of the manager, or designee, to advise the employee whether the overtime will be paid as regular overtime, or as comp time. This agreement may be verbal, but should be noted in writing by the manager, or designee.

Comp time should be reserved for non-essential overtime, such as travel to and from trainings, or projects that the employee is working on that takes them over their scheduled work day. If the employee wishes not to be paid in comp time when designated by the manager, or designee, they will not be allowed to work the overtime.

When overtime is mandated by the City, the employee has the right to choose how they will be paid the overtime. This agreement should be noted by the manager, or designee, in writing before the work is performed.

All employees shall acknowledge that they have received a copy of this policy manual. This policy shall serve as notice that the employee understands and agrees to the provision of time off as a compensation for overtime work, when applicable, and consent to the use of compensatory time in accordance with the policy.

10. OVERTIME PAY.

- A. For all non-exempt employees all hours of work **officially ordered emergency situation and/or approved in advance** in excess of 40 hours per workweek shall be paid at time and a half (1 1/2). Hours worked shall not include holiday, comp time, vacation or sick leave hours. If a holiday, vacation, or sick day falls within a workweek, the employee must physically work forty (40) hours over and above these hours before overtime must be paid. Violation of this policy may result in disciplinary action, up to and including termination.
- C. For employees not engaged in “public safety” activities; overtime pay would apply for over forty (40) hours worked in a work week, and shall be compensated at the rate of one and one-half (1 1/2) the regular hourly rate of the employee.

- D. If an employee works on a holiday they will:
- (1) Receive regular straight-time pay for the time worked, plus holiday pay (holiday pay is 1.5 times regular pay; this equals 2.5 times regular salary).
 - (2) Or, with approval of the City Manager or designee, be allowed to take the holiday off at a later date.
- E. **The City Manager or designee shall approve overtime or comp-time earned before worked by employee.** Overtime shall be authorized for personnel only when absolutely necessary to provide required services. Violation of this policy may result in disciplinary action, up to and including termination.

11. DUTY TIME.

- A. Duty time is defined as hours required by the employer to monitor the City affairs during non-business hours. (Refer to appendix for Duty Time Policy)
- a. Duty time will be compensated according to State and FLSA laws and regulations.
 - b. Department Managers, City Manager or designee may authorize additional work hours in addition to the duty time.
 - c. Employees will be required to respond within 30 minutes.
 - d. Department Manager, City Manager or designee may adjust the employee's normal work schedule when an employee is on Duty Time.
 - e. If an employee is called out on an emergency during Duty Time that exceeds the Duty Time hours they will be eligible for compensation pursuant to FLSA standards and the City's Policies and Procedures.

12. ON-CALL (Pre-arrangement)

- A. On-call is defined as being required to respond to any call that necessitates an employee to respond or to report to work.
- B. On-call time will be paid pursuant to FLSA standards and the City's Policies and Procedures.
- C. Employees will be required to respond within 30 minutes when called out.

13. CALL-BACK TIME

- A. Call-back time is defined as being required to respond to any call that necessitates an employee to respond or to report to work, after an employees scheduled hours of work has ended and without

prearrangement.

- B. Call-back time will be paid a minimum of 2 hours. Employees who are on duty-time or on-call are not eligible to receive call-back time pay.
- C. Call-back time will only be paid at time and a half if an employee's actual hours worked exceeds 40 hours per week. Only hours physically worked during call-back time will be used to compute actual hours worked.
- D. Employees will be required to respond as soon as reasonably possible when called back.

Current version:

FUNERAL LEAVE. The City Manager or designee, upon request shall grant an employee up to five (5) days of funeral leave with pay to attend the funeral of the employee's legal or common law spouse, child, step-child, daughter or son-in-law, parent, step-parent, grandchild, mother or father-in-law, sister or brother-in-law, grandparent, spouses' grandparent, brother, sister, aunt or uncle, niece or nephew. Any other exceptions must be approved by the City Manager. Funeral leave shall not be charged against accrued annual vacation or sick leave. If additional time is needed, sick, annual leave or compensation time may be used.

Proposed version:

BEREAVEMENT LEAVE. Bereavement leave is defined as leave with pay granted to regular full time and part time employees upon the death of an immediate family member (employee's legal or common law spouse, child, step-child, daughter or son-in-law, parent, step-parent, grandchild, mother or father-in-law, sister or brother-in-law, grandparent, brother, sister, aunt or uncle, niece or nephew). The purpose of such leave is to allow employees a period of adjustment and sufficient time to travel if necessary or to put family affairs in order when work would interfere with such activities. The City Manager or Department Head, upon request, may grant an employee up to three (3) working days leave without it affecting their salary. Bereavement leave is not charged against sick, annual, or comp time leave. If additional time is needed, sick, annual leave or compensation time may be used. If leave is desired for a death other than an immediate family member mentioned above, the employee, at the discretion of the Department Head, may use annual leave or comp-time leave. When unusual circumstances exist, at the written request of the employee, the City Manager may approve additional bereavement leave for the employee. Any exceptions to this policy must be approved by the City Manager.

Social Media Policy

POLICY

We understand that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. Employees participating on internet social networking sites (facebook, twitter, etc.) must use appropriate discretion not to discredit or disparage the City or themselves as employees of the City. In order to achieve and maintain the public's highest level of respect, employees are expected to follow the standards of conduct below.

- Except in the performance of an authorized duty, any use of department equipment to access social networking sites, blogs, or bulletin boards while on duty is prohibited except under limited circumstances at the discretion of the City Manager. Please refer to the City's Policy and Procedure manual referencing computer use. If an employee is authorized to access social networking sites while on duty the employee must refrain from excessive use. For the purposes of this section, "excessive" means accessing a site(s) to the point that it interferes with the City's operations or the employee's ability to properly perform his or her duties, as determined by his/her Supervisor, Department Head, or the City Manager.
- Employees shall not post, transmit, and/or disseminate information (text, pictures, video, audio) to the internet or any other forum that would tend to discredit, disparage, or reflect unfavorably upon the City or its employees. Any inappropriate or unsatisfactory occurrences observed should be addressed with the employee's immediate supervisor. Although not an exclusive list, some specific examples of prohibited social media conduct include posting commentary, content, or images that are defamatory, pornographic, proprietary, harassing, libelous, or that can create a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or City policy. If an employee decides to post complaints or criticism, they should avoid using statements, photographs, video or audio that could reasonably be viewed as malicious, obscene, threatening, intimidating, or might constitute harassment or bullying. Employees are not to publish, post or release any information that is considered confidential or not public.
- Personal Social Networking Account Posts. Employees are prohibited from posting, transmitting, and/or disseminating any photographs, video or audio recordings, likenesses or images of department logos, emblems, uniforms, badges, patches, marked vehicles, equipment or other material that specifically identifies Washington Terrace City or any department without the express written permission of their department head.. If employees publish content after-hours that involves work or subjects associated with Washington Terrace City, a disclaimer should be used, such as this: "The postings on this site are my own and may not represent The City of Washington Terrace positions, strategies or opinions." Employees should never represent themselves as a spokesperson for Washington Terrace City.

- Only authorized employees within the scope of assigned job duties shall post on City sponsored websites representing the City.
- Violations of this policy may subject an employee to disciplinary action, up to and including termination. Content posted to the internet has the potential to be shared broadly, including individuals with whom you did not intend to communicate. Employees are strongly discouraged from posting information regarding off duty activity that may bring their reputation into question. **Nothing in this policy is intended to prohibit or infringe upon any employee's communication, speech or expression that has been clearly established as protected or privileged.**



City of Washington Terrace
Redevelopment Agency Meeting
Tuesday, November 17, 2020
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 NOVEMBER 3, 2020
MEETING**

4. **NEW BUSINESS**

4.1 **MOTION/RESOLUTION 20-21: RESOLUTION ACCEPTING THE
TRANSFER OF REAL PROPERTY FROM WASHINGTON TERRACE
CITY AND AUTHORIZING THE EXECUTION OF THE PAYBACK
AGREEMENT**

The Resolution will address the transferring of ownership of real property located at 5580 South Adams Avenue to the RDA

5. **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

City of Washington Terrace

Minutes of a Redevelopment Meeting

Held on November 3, 2020

Following the Regular City Council Meeting

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

County of Weber, State of Utah

CHAIR, BOARD, AND STAFF MEMBERS PRESENT

Chair Allen

Board Member Seal

Board Member Brown

Board Member Weir

Vice- Chair Barker

Board Member West

General Planner Tyler Seaman

Finance Director Shari' Garrett

City Manager Tom Hanson

City Recorder Amy Rodriguez

Others Present

None

1. ROLL CALL

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM OCTOBER 6, 2020 MEETING

Items 3.1 and 3.2 were approved by general consent.

4. SPECIAL ORDER

4.1 PUBLIC HEARING: TO HEAR COMMENTS IN SUPPORT AND OPPOSITION TO AMENDING THE FISCAL YEAR 21 BUDGET

Garrett stated that the adjustment addresses the last formality into the agreements that have been put in place. The agreements are the Golden West agreement and the Terrace Playhouse agreement. Garrett stated that the other adjustments concern the property sale of the Adams Avenue property, which will be turned over to the RDA at the next meeting.

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

45
46 **Chair Allen opened the public hearing at 8:32 p.m.**

47 There were no citizen comments

48 **Chair Allen closed the public hearing at 8:33 p.m.**

49
50
51 **5. NEW BUSINESS**

52
53 **5.1 MOTION/RESOLUTION 20-18: RESOLUTION AMENDING THE FISCAL**
54 **YEAR 2021 BUDGET**

55 **Motion by Board Member Weir**
56 **Seconded by Board Member Barker**
57 **To approve Resolution 20-18 to amend**
58 **The fiscal year 2021 Budget**
59 **Approved unanimously (5-0)**
60 **Roll Call Vote**

61
62 **5.2 DISCUSSION: UPDATE ON COMMUNITY REINVESTMENT AREA (CRA)**
63 **FOR "SOUTHPOINTE REINVESTMENT AREA"**

64 Hanson stated that all the taxing entities approved to move forward with compiling the data for
65 the CRA reports to bring back to them. Hanson stated that he and the Mayor met with Weber
66 County and walked through the details of the project and they came back with a positive result as
67 well. Hanson stated that the details and approval of the taxing entities for the CRA is anticipated
68 to complete in January. He stated that this CRA area will come to maturity quickly, estimating
69 within a seven year timeframe.

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71
72 **6. ADJOURNMENT OF MEETING: CHAIR ALLEN**

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74
75 **Motion by Board Member Barker**
76 **Seconded by Board Member Weir**
77 **To adjourn the meeting**
78 **Approved unanimously (5-0)**
79 **Time: 8:38 p.m.**

80
81
82
83 _____
Date Approved

- _____
City Recorder

**WASHINGTON TERRACE CITY
RESOLUTION NO. 20-21**

**A RESOLUTION OF THE WASHINGTON TERRACE CITY REDEVELOPMENT
AGENCY ACCEPTING THE TRANSFER OF REAL PROPERTY FROM
WASHINGTON TERRACE CITY AND AUTHORIZING THE EXECUTION
OF A PAYBACK AGREEMENT**

WHEREAS, the Washington Terrace City Redevelopment Agency (the “Agency”) was duly created as provided in state law in accordance with Utah Code Annotated §17C-1-101, et seq., known as Limited Purpose Local Government Entities – Community Reinvestment Agency Act (the “Act”);

WHEREAS, the Agency is authorized by the Act to enter into contracts generally, to acquire and dispose of interest in real property, and exercise other powers as set forth in the Act;

WHEREAS, the Agency also is authorized to borrow money and accept financial or other assistance from the federal government, a public entity, or any other source for any of the purposes of the Act and comply with any conditions of the loan or assistance;

WHEREAS, the Agency desires to accept the transfer of real property from the City of Washington Terrace (the “City”) and execute a corresponding Payback Agreement to compensate the City for the Property and facilitate development within the City and in accordance with the area designed by the Agency;

WHEREAS, the City is authorized by the Act to transfer property, for fair market value or for less than fair market value, and to loan or grant money to the Agency and to provide for other assistance to the Agency;

WHEREAS, the Agency desires to accept the property from the City and authorize the execution of a Payback Agreement.

NOW, THEREFORE, BE IT RESOLVED by the governing board of the Washington Terrace City Redevelopment Agency as follows:

1. Acceptance of Transfer. The Agency hereby accepts the transfer of real property from the City as described in Exhibit “A” incorporated herein by this reference.
2. Promissory Note. The Chair of the Agency is hereby authorized to execute a Payback Agreement in the substantially the form as attached hereto as Exhibit “B” setting forth the terms of the purchase of the Property from the City.
3. Authority. Agency personnel, staff, and counsel are hereby authorized to take such actions as may be necessary to accomplish the purposes of this Resolution.
4. Effective Date. This Resolution takes effect immediately upon adoption.

APPROVED AND ADOPTED on the 17th day of November, 2020.

Agency Chair

Attest: Agency Secretary

EXHIBIT "A"

Property Legal Description Weber County Parcel No. 070370031

PART OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION; RUNNING THENCE SOUTH 89D30' EAST 390.00 FEET ALONG THE SOUTH LINE OF SAID QUARTER SECTION, THENCE NORTH 0D26' EAST ALONG THE WESTERLY LINE OF SOUTH WASHINGTON TERRACE CITY PROPERTY, 335.90 FEET, THENCE NORTH 89D30' WEST 131 FEET, MORE OR LESS, THENCE SOUTH 0D45'24" WEST, 170.00 FEET; THENCE NORTH 89D10'36" WEST 256.24 FEET TO THE WEST LINE OF SAID QUARTER SECTION, THENCE SOUTH 0D26' WEST ALONG SAID WEST LINE 165.91 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THAT PORTION ADAMS AVENUE ROAD DEDICATION PLAT (75-75). SUBJECT TO A 30 FOOT WIDE EASEMENT 15 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE: BEGINNING AT A POINT WHICH IS NORTH 0D26' EAST 32.0 FEET FROM THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: RUNNING THENCE SOUTH 89D30' EAST 100 FEET, THENCE RIGHT ALONG THE ARC OF A 200.0 FOOT RADIUS CURVE A DISTANCE OF 36.04 FEET (CHORD BEARS SOUTH 75D50'13" EAST 35.99 FEET), THENCE LEFT ALONG THE ARC OF A 200.0 FOOT RADIUS CURVE A DISTANCE OF 36.04 FEET (CHORD BEARS SOUTH 75D50'13" EAST 35.99 FEET), THENCE SOUTH 89D30' EAST 220 FEET, MORE OR LESS, TO THE EXISTING PROPERTY LINE OF SOUTH WASHINGTON TERRACE CITY. [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THE RECORDERS OFFICE FOR TAX PURPOSES.

PAYBACK AGREEMENT

THIS PAYBACK AGREEMENT (“Agreement”), is made and entered into this ____ day of _____, 2020 (**“Effective Date”**), by and between Washington Terrace City, a municipal corporation in the State of Utah, together with its successors or assigns, (hereinafter referred to as **“Seller”**), and the Washington Terrace City Redevelopment Agency, a Utah political subdivision, (hereinafter referred to as **“Buyer”**). Buyer and Seller are individually referred to herein as a **“Party”** and collectively referred to as the **“Parties”** to this Agreement.

RECITALS:

WHEREAS, Seller owns certain real Property set forth in Exhibit “A” incorporated herein by this reference and referred to as (the “Property”);

WHEREAS, Buyer desires to take ownership of the Property under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the Parties agree to the following:

1. Conveyance of Property: The Property is being conveyed to Buyer for the purpose of allowing Buyer to exercise all rights granted unto it by all applicable state and local laws and ordinances, and consistent with its chartered purposes as a Redevelopment Agency, including, but not limited to, the conveyance, sale and/or development of the Property in Buyer’s legal and lawful discretion. The Property shall be conveyed to Buyer by way of Special Warrant Deed, in a form substantially similar to Exhibit “B,” and in exchange for the Purchase Price, upon the terms and conditions contained herein, together with all water rights, if any, all rights to public and private streets, rights-of-way, easements, and access and all other appurtenances to the Property, including taking possession of the Property “as is” which may include defects or irregularities that may exist, and subject to zoning and other regulations that may apply.
2. Purchase Price: Given the Buyer’s authority pursuant to this Agreement and all applicable laws, the Purchase Price shall be due and payable to Seller within 90 days of Buyer’s receipt of any money from the conveyance, sale and/or development of the Property, and shall be equal to said monies, less any costs and expenses of Buyer related to said conveyance, sale and/or development of the Property. Buyer, at its election, also may discharge this obligation by reconveying the Property to the Seller.
3. Term: The term of this Agreement shall be five (5) years, but may be extended for an additional term of five (years) upon written agreement of the Parties.

4. Assignment: This Agreement shall not be assigned.
5. Commissions: Seller is not marketing this property for sale. The Parties acknowledge that there are no agents involved in this transaction.
6. Interpretation and Severability: The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The section headings contained herein are for purposes of reference only and shall not limit, expand or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership, joint venture, corporation, trust, association, or other entity or association or any combination thereof. For purposes of this Agreement, and unless otherwise indicated, any references to the term "days" shall mean calendar days, exclusive of legal holidays. If any provision of this Agreement or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.
7. Merger: This Agreement shall not merge with the conveyance of the Property.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

FOR BUYER:

Agency Chair

Attest: Agency Secretary

FOR SELLER:

Mayor, City Manager or Authorized Agent