



City Council Meeting
Tuesday, July 20, 2021
City Hall Council Chambers
5249 South 400 East, Washington Terrace City
801-393-8681
www.washingtonterracecity.com

1. **WORK SESSION: Topics to include, but are not limited to;** **5:00 P.M.**
 - **Strata Fiber Optics Presentation**
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 JUNE 15, 2021 AND JUNE 24, 2021, 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: PUBLIC HEARING TO HEAR COMMENT ON THE FISCAL YEAR 2022 AMENDED ACTING BUDGET**
7. **CITIZEN COMMENTS**

This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.
8. **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

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.

9. NEW BUSINESS

9.1 MOTION/RESOLUTION 21-18: RESOLUTION TO APPOINT JUDGE PAUL OLDS AS TEMPORARY JUSTICE COURT JUDGE FOR THE MARRIOTT-SLATTERVILLE/WASHINGTON TERRACE JUSTICE COURT

9.2 PRESENTATION/ACTION: WEBER REMEMBERS 911 COMMEMORATION EVENT: SPONSORED BY THE BRENT TAYLOR FOUNDATION

9.3 RESOLUTION 21-19: AMENDMENT TO THE FISCAL YEAR 2022 ACTING BUDGET

An amendment to the Fiscal Year 2022 acting budget to allow for a Parks Master Plan

9.4 DISCUSSION/MOTION: AWARD CONTRACT FOR THE PARKS MASTER PLAN

An RFP for a master plan for Washington Terrace Parks was published and responses received. The Contract will be awarded to begin work on the plan. A budget adjustment request has been proposed.

9.5 PRESENTATION: SHERIFF'S OFFICE QUARTERLY REPORT

A report on the activity occurring in the City from April-June 2021

9.6 PRESENTATION: FIRE DEPARTMENT QUARTERLY REPORT

A report on the activity occurring in the City from April-June 2021

9.7 PRESENTATION: ANIMAL CONTROL QUARTERLY REPORT

A report on the activity occurring in the City from April-June 2021

9.8 MOTION/ORDINANCE 21-05 : AMENDMENT TO COMMERCIAL ZONES TO INCLUDE INDOOR SELF STORAGE FACILITIES AS PERMITTED USE

9.9 DISCUSSION: REVIEW AND DISCUSSION OF THE GOOD LANDLORD PROGRAM

9.10 DISCUSSION/ACTION: CONSIDERATION OF FIBER OPTIC CONNECTIONS WITHIN WASHINGTON TERRACE CITY

Council will discuss if further consideration is necessary and may direct staff to gather more information on The topic if they chose to pursue

10. MOTION TO ADJOURN INTO RDA MEETING

Council will adjourn into a Redevelopment Agency Meeting and then return to the regular Council meeting.

11. COUNCIL COMMUNICATION WITH STAFF

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

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.

12. ADMINISTRATION REPORTS

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

13. UPCOMING EVENTS

July 23RD : City Offices closed for Pioneer Day Holiday

August 3rd : Retirement Party for Judge Patrick Lambert (2:00-4:00 p.m.) City Hall

August 3rd : City Council Work Session 5:00 p.m.

August 3rd: City Council Meeting 6:00p.m.

August 10th: Primary ELECTION

August 17th: Ribbon Cutting at Water Tank #1 5:30 p.m. (tentative)

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

August 24th: Special City Council Meeting (Board of Canvass) 5:00 p.m..

14 MOTION: ADJOURN INTO CLOSED SESSION

- To discuss the character, professional competence, or physical or mental health of an individual.
- Strategy session to discuss pending or reasonably imminent litigation
- Strategy sessions to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimate value of the property under consideration or prevent the public body from completing the transaction on the best possible terms.

15. ADJOURN THE MEETING: MAYOR ALLEN

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.

City of Washington Terrace

Minutes of a Regular City Council meeting

Held on June 15, 2021

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

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
Finance Director Shari' Garrett
Recreation Director Aaron Solomon
Public Works Director Jake Meibos
General Planner Tyler Seaman
City Manager Tom Hanson
City Recorder Amy Rodriguez

Others Present

The Meeting was live streamed on facebook.

1. ROLL CALL

6:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. WELCOME

4. CONSENT ITEMS

4.1 APPROVAL OF AGENDA

4.2 APPROVAL OF JUNE 1, 2021 MEETING MINUTES

Items 4.1 and 4.2 were approved by general consent.

5. CITIZEN COMMENTS

There were no citizen comments.

6. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS

Due to no citizen comments, item 6 is unnecessary.

47
48 **7. NEW BUSINESS**
49

50 **7.1 PRESENTATION: TERRACE DAY'S REVIEW**

51 Mayor Allen stated that it was a wonderful Terrace Day's. He stated that there were a few
52 hundred people who came out for the movie in the park on Friday night. He stated that the Lion's
53 Club provided popcorn and snacks. The check from the sales and sponsorship of the event was
54 given to the City this morning. Mayor Allen stated that a light should be put up in the north area
55 of the park next year to make it easier for people to see when walking.

56 Solomon stated that we used a new parade route this year and there were about 3 times as many
57 people attending as there usually are. He stated that the event brought out around 3 times as many
58 people throughout the day. Solomon stated that there was another vendor parade that day, which
59 may have attributed to a low vendor turnout. He stated that overall he felt it went well. Hanson
60 stated that it was a fun event. He stated that there was a bit of a learning curve with the new route,
61 but feels that it will go smoother next year. Council Member West stated that the crowd was
62 larger than anticipated. He stated that he spoke with the fire Chief and deputies and was told that
63 people were behaving and there were no incidents. Council Member Weir stated that he heard
64 from a lot of people that night who liked the parade and also heard a suggestion to make the
65 parade a bit longer next year. Council Member Seal stated that he felt everything was well
66 organized and heard a lot of comments on the dog race. He stated that he agreed that there were
67 not enough vendors and saw long lines. He suggested extending the parade next year as
68 suggested. Solomon stated that the vendor shorted this year was the first year that we have run
69 into this issue. Mayor Allen stated that we need to be careful not to have competing vendors at the
70 event. Solomon stated that there were new regulations this year from the Health Department. He
71 stated that it is an extensive packet that he has to submit for the mass gathering permits. He stated
72 that he would like to thank the Fire Department for burning off the dead grass and field. He also
73 thanked the Public Works Department for their efforts over the past few weeks on making this
74 happen. The Mayor thanked Solomon for his hard work on the event. He also thanked Meibos
75 for his efforts. Council Member Brown stated that he agrees that the parade route was a little short
76 and maybe we can work on more options for next year.

77 Mayor Allen stated that he believes that Dorma Reynolds was very happy to be the Gran Marshall
78 this year and she had a huge picture of Wally Reynolds with her in the vehicle. Solomon stated
79 that he would like to have an article in the newsletter explaining who the Gran Marshall is and
80 why they were chosen. Council Member Seal would like a better vehicle for the Gran Marshall
81 than a pick up truck.

82 Hanson stated that we had undercover gang unit and task force people at the event keeping and
83 eye on things.
84

85 **7.2 PRESENTATION: WATER CONSERVATION PLAN FOR PARKS, OPEN**
86 **SPACES, AND CITY OWNED PROPERTIES**

87 Hanson stated that we have been receiving feedback from the state, pine view water, and weber
88 basin water. He stated that water supply is in bad shape. Hanson stated that we want to set an
89 example for waterwise use. Meibos stated that he has taken into account Weber Basin Waters
90 restrictions and has worked with our landscaper and Aaron on a water restriction plan. He stated
91 that we are restricted to two times a week for watering for no longer than 45 minutes. Meibos
92 stated that we are going to cut down to one time a week in most of our areas. He stated that the
93 grass may go dormant, but we will not lose the grass. He stated that the football and baseball
94 fields will be watered twice a week, along with major traffic areas. He stated that those areas have
95 more traffic and will take more abuse. He stated that we will

cut back on areas that do not get much traffic.

Meibos stated that we will be able to calculate water and exactly what we are using by using a new radio system.

Hanson stated that he has spoken to the hospital about enacting a water conservation program and try to get businesses on board. He stated that commercial properties may not even know how often they are watering. Hanson stated that we will reach out to commercial properties. Meibos stated that we can give them the same information that we have received.

Council Member Barker stated that some of the churches have told him that they are only going to water one a week.

Meibos stated that our landscaper will leave the grass a bit longer for the time being and cut down on mowing. Meibos stated that we will use the additional time for some clean up and zero landscaping so that we can stay within the contract for what we are doing. He stated that Wilkinson wants to stay fair with us and there is plenty of work for him to do.

Council Member Brown stated that we need to be a better job on informing the residents on the seriousness of this water shortage. He would like to see more newsletter articles and would like to communicate with the public. He stated that he will be letting the grass grow longer and water less. He would like to see suggestions on how to communicate with the residents. Mayor Allen stated that the Council received the executive order and possibly put that on the facebook page, or city website.

Council Member Brown stated that people's attitudes have to change.

Hanson stated that residents can call City Hall if they see any issues.

Council Member Barker stated that we should make it simple for the residents to report issues. They should call the City directly, or the Mayor or any Council Member. Hanson stated that they can call the non-emergency dispatch number if it is after hours. This will be forwarded to our on duty public works member.

Council Member Brown stated that sometimes it is can be as simple as a neighbor just letting another neighbor know without going through the City.

Council Member West agrees that communication will be key. Mayor Allen stated that this is critical and has heard that Pine View Water may be turning off their water early August.

Seaman stated that he tries to educate people that watering once a week will be helpful while still conserving water. He stated that he doesn't want any fire concerns. Meibos stated that he and Seaman spoke with Weber Basin and their approach is education as well, as opposed to restriction or enforcements. Meibos stated that it is not our utility to manage and Weber Basin does not expect us to enforce it, but asked for us to educate. Meibos agreed that Council Member Brown's suggestion of signs is a great idea. This way it informs the residents what the City is doing and what has been asked of us.

Mayor Allen agreed that signs would be a great idea.

Seaman stated that the "rip the strip" campaign is starting and the city is for the idea. Seaman stated that he has seen facebook reports stating that the City does not allow a zero scape yard. Seaman stated that we do allow a zero scape yard and when it is done correctly, it looks great.

Council Member Weir asked if we need to talk to the lawn care companies that are coming through the City to fertilize and then it must be soaked down the next day. Mayor Allen stated that the fertilizer must be kept on and soaked for one day. Hanson stated that watering the fertilizer should be one of the two days someone can water their lawn.

There were no objections from Council on the water conservation plan for our parks and open spaces.

7.3 MOTION/RESOLUTION 21-09: A RESOLUTION APPROVING POLICY REVISIONS AND ADDITIONS RELATED TO THE PREVENTION AND

145 **DETECTION OF FRAUD RISK**

146 Garrett stated that this resolution is adopting the changes to the policies relating to internal controls and
147 fraud reduction. The policies cover ethical behavior, credit card policies, travel and training, and cash
148 receipting. She stated that most of the policies are in practice, but the resolution will embed them into our
149 written policies. The policies were discussed at the last meeting and work session.

150 **Motion by Council Member Weir**

151 **Seconded by Council Member Barker**

152 **To approve Resolution 21-09 approving**

153 **The revisions and additions related to the prevention and detection**

154 **Of fraud risk**

155 **Approved unanimously (5-0)**

156 **Roll Call Vote**
157
158

159 **7.4 PRESENTATION: FRAUD RISK ASSESSMENT**

160 Garrett stated that as a statutory requirement, the fraud risk assessment must be brought before Council.
161 She stated that we have been able to raise our score and implement low hanging fruit that were able to
162 implement. She stated that the ethical behavior statement will be completed annually with training
163 requirements. She stated that we have a score of 333 points which is in the low risk assessment area. She
164 stated that last year we were in a high risk area last year when this was first implemented by the State
165 Auditor's department.

166 Garrett stated that everyone has a part in reducing internal fraud.
167
168

169 **7.5 MOTION/RESOLUTION 21-14: TO APPROVE AN ACTING BUDGET FOR FY**
170 **2022, APPROVE THE CONSOLIDATED FEE SCHEDULE, AND PROPOSE AN**
171 **INCREASE TO THE CERTIFIED PROPERTY TAX REVENUE**

172 Garrett stated that the adoption of the resolution would be approving the acting budget from now until
173 August 17th, when the final budget will be adopted. She stated that the City will go through Truth in
174 Taxation in July and August. She stated that the resolution begins this process by proposing an increase
175 to the certified tax revenue. This resolution adopts the consolidated fee schedule. She stated that fee
176 schedule will not be delayed. It will go into effect on July 1st. She stated that the utility fee schedule
177 stands as was discussed in prior meetings. Garrett stated that there are facility rental fee changes in the
178 schedule. Hanson stated that the deposit is for damage/cleaning would be refunded. He stated that the fee
179 schedule shows that it will not be refunded. This will be changed for the final document. Garrett stated
180 that we would like to make the changes on the park pavilions no later than July 1st. She stated that
181 guidelines and policy considerations will be brought back to Council.
182 Garrett stated that we currently do not charge a cancellation fee. The new schedule proposes that we can
183 charge a cancellation fee if it is within the three day notice. She stated that we refund deposits, but we are
184 proposing a cancellation fee. Garrett stated that we have seen a rise in cancellations and they have been
185 cancelling last minute once everything has been set up for them. She stated that a cancellation fee is not
186 uncommon among city rentals in the area. Council Member Barker stated that it is not unreasonable.
187 Garrett stated that the fee starts at \$10.00 up to \$25.00 depending on how close it is cancelled. She stated
188 that the "and deposit" language will be dropped from the final draft.
189
190
191

192 **Motion by Council Member West**

193 **Seconded by Council Member Brown**

194 **To approve Resolution 21-14 to**

195 **Approve an acting budget for Fiscal Year 2022,**
196 **Approving the consolidated fee schedule, and propose**
197 **An increase to the certified property tax rate**
198 **With a small motion to drop the deposit language in the fee schedule**
199 **Approved unanimously (5-0)**
200 **Roll Call Vote**
201

202 **8. MOTION TO ADJOURN INTO RDA MEETING**

203 **Motion by Council Member West**
204 **Seconded by Council Member Weir**
205 **To adjourn into RDA meeting**
206 **Approved unanimously (5-0)**
207 **Time: 7:34 p.m.**
208

209 **9. COUNCIL COMMUNICATION WITH STAFF**

210 Council Member Barker stated that he is excited in the interest of people running for office and
211 congratulates all that have signed up and will be running. Hanson stated that July will be our first month
212 going live.

213 Council Member Barker stated that someone made a citizen comment and it was not picked up and
214 wanted to know if it did not get through. The comment was on fireworks.
215

216 Council Member West stated that we need to consider communication concerning fireworks in the City.
217 He stated that there have been suggestions to allow them in only certain areas. Hanson stated that we
218 have the fireworks restricted areas and we have been promoting that throughout the city. Council
219 Member Barker stated that he has heard from concerned residents as well, especially with the water
220 situation. He stated that people are going to be shooting off fireworks that aren't allowed and we need to
221 step up our presence in the city. Hanson stated that we will up our game on fireworks restrictions and will
222 utilize the fire department and law enforcement officers. Hanson stated that we want to avoid
223 confrontations with people if you are not in uniform.
224

225 Mayor Allen stated that there may be an executive order from the governor to limit fireworks and the
226 amount of days that they can be fired. The Mayor stated that there is a luncheon at the hospital is on June
227 24th.
228

229 **10. ADMINISTRATION REPORTS**

230 Hanson stated that Ogden-Weber Technical College is celebrating it's 50th anniversary and will
231 be awarding a half year scholarship to a City Resident. Hanson stated that we would like to have the
232 Mayor and a Council Member on a selection committee, noting that the advertisement and application
233 will be available on our website and information will be put in the newsletter.
234

235 Hanson stated that we have sent out park master planning requests for proposals. He invited Council
236 Members who would like to sit in on the planning to contact him. Council Member Weir and Council
237 Member Brown will be serving on the committee, along with the Mayor.
238

239 Hanson stated that he has been meeting with Golden West Credit Union.

240 Hanson stated that Judge Patrick Lambert has put in his notice on his retirement towards the end of July.
241 Hanson stated that he will be working with the courts to receive a new judge.
242

243 Hanson stated that we are working to get a new streamlined meter reading system and possibly team with
CC Minutes 06-15-21

244 Weber Basin to piggy back on their AMI meter reading system.

245

246 Rodriguez stated that there will be a special Council meeting on August 24th for the Board of Canvass
247 results.

248

249 **11. UPCOMING EVENTS**

250 June 24th: Planning Commission 6:00 p.m. Tentative

251 July 5th: City Offices Closed for Independence Day

252 July 6th: City Council Meeting 6:00 p.m.

253 July 20th: City Council Meeting 6:00 p.m.

254

255 **12 MOTION: ADJOURN INTO CLOSED SESSION**

256

257 **Motion by Council Member Weir**

258 **Seconded by Council Member Seal**

259 **To adjourn into closed session**

260 **Approved Unanimously (5-0)**

261 **Roll Call Vote**

262 **Time: 8:07 p.m.**

263

264 **Council adjourned into closed session to discuss:**

265 ○ Strategy session to discuss pending or reasonably imminent litigation

266

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

268 Mayor Allen adjourned the closed session and regular meeting at 8:16 p.m.

269

270

271

272 **Date Approved**

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

City Recorder

City of Washington Terrace

Minutes of a Special City Council meeting

Held on June 24, 2021

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

Mayor Mark C. Allen
Council Member F. Carey Seal
Council Member Blair Brown
Council Member Larry Weir
Council Member Scott Barker - excused
Council Member Jeff West
Fire Chief Clay Peterson
City Manager Tom Hanson
City Recorder Amy Rodriguez

Others Present

The Meeting was held via zoom, live streamed on facebook

1. ROLL CALL

5:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. WELCOME

4. CONSENT ITEMS

4.1 APPROVAL OF AGENDA

Item 4.1 was approved by general consent.

5. NEW BUSINESS

5.1 MOTION/RESOLUTION 21-17: RESOLUTION AUTHORIZING THE APPOINTMENT OF TEMPORARY JUSTICE COURT JUDGES

Hanson stated that Judge Lambert will be retiring in July. He stated that it takes approximately 6 months to make the selection process for a new judge. Hanson stated that the Mayor and Council will have a say in the selection process. Hanson stated that we need a resolution with permission from the Council to hire and approve a temporary judge during the selection process.

Hanson stated that the selection will be brought to Council the second meeting in July for their ratification. Council Member West clarified that the resolution allows us to consider anyone who is qualified. Hanson stated that it does not change any authority that we have, nor any qualifications of the position.

Motion by Council Member Brown

Seconded by Council Member West
To approve Resolution 21-17
Authorizing the appointment of
Temporary justice court judges
Approved unanimously (4-0)
Roll Call Vote

**5.2 MOTION/RESOLUTION 21-18: RESOLUTION AUTHORIZING THE
2021 FIREWORKS RESTRICTIONS WITHIN CITY BOUNDARIES**

Hanson stated that Council Member Brown reached out to him asking that we look at a citywide fireworks ban for this year. Hanson stated that it is clear that we are in a dangerous situation with the drought conditions. Hanson stated that because we are asking people to cut down on watering, it is obvious that there is little margin for spark induced hazardous conditions. Chief Peterson stated that the temperatures are very high and we have had red flag warnings in the area every day in the last two weeks. He stated that if a fire were to occur there is a high probability it will take off and spread quickly. Peterson stated that we are in a level 4 high alert, one that has not been seen since 9 years ago. He stated that the hazardous conditions has prompted him to issue a ban on fireworks in Washington Terrace for 2021.

Hanson stated that the order and resolution bans fireworks City Wide. Hanson stated that we will get the word out with signs, on facebook, and on our webpage.

Hanson stated that he has spoken with the Standard Examiner. Hanson stated that several other cities are meeting tonight to make the same determination.

Mayor Allen stated that he has been approached by several people who have told him that they do not want fireworks in the city this year, as they feel it is a "tinderbox". He stated that all it takes is a dry lawn and a spark and it can spread quickly. Mayor Allen stated that the Governor wants a statewide ban, but his hands are tied and he has given municipalities local control. Mayor Allen stated that we need to take matters into our own hands to keep people and property safe. He stated that we do not have the manpower if a fire gets out of control.

Council Member West stated that the last thing we want to do is take away celebration from family and friends, however, we are in a unique situation this year. He stated that he has spoken to residents who are very concerned. He stated that he supports the recommendation of our Fire Chief to support a firework ban during the dangerous conditions we are in. He stated that we have considered all the options and have come to the conclusion that this is in the best interest of the city. Council Member Weir stated that we do not want any lives lost or any property lost. He stated that we need to protect the city and place the ban. He stated that we made it through COVID, and we don't want to lose what we have gained. Mayor Allen stated that we are at critical drought conditions. Council Member Seal stated that several people have contacted him and stated that they are for the ban. He asked what the consequences are if residents light fireworks. Hanson stated that we will be citing people if they are caught. He stated that the state allows up to a \$1000 fine for violations. Chief Peterson stated that if someone starts a fire from fireworks, the cost of the fire and firefighting could be put onto the offender. It will be considered a criminal offense.

Hanson stated that we expect the ban to be followed to protect life and property within the City. Council Member West stated that it is important that we get the word out and especially to the younger generation. He stated that the key to success is that we are all working together. Hanson stated that the ban will go into effect immediately.

Mayor Allen thanked Chief Peterson for his direction and advice in making the City a safer

season this year. Mayor Allen stated that we have spoken to legal counsel and the ULCT to make sure we are legal in our decision.

Chief Peterson asked if we could have the signs made in Spanish as well for the residents. Council Member West will help him with the translation.

Council Member Weir stated that we have nothing against the fireworks sellers, we just want to keep the community safe.

**Motion by Council Member Weir
Seconded by Council Member Seal
To approve Resolution 21-18
Authorizing the 2021 Fireworks ban
Within City boundaries
Approved unanimously (4-0)
Roll Call Vote**

6. ADJOURN THE MEETING: MAYOR ALLEN

**Motion by Council Member West
Seconded by Council Member Weir
To adjourn the meeting
Approved unanimously (4-0)
Time: 5:35 p.m.**

Date approved

City Recorder

**CITY OF WASHINGTON TERRACE
RESOLUTION 21-18**

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,
AUTHORIZING THE APPOINTMENT OF TEMPORARY
JUSTICE COURT JUDGES**

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

WHEREAS, the City provides the Washington Terrace/Marriott-Slaterville Justice Court;

WHEREAS, from time-to-time the Washington Terrace/Marriott-Slaterville Justice Court Judge may be absent from Court or have a real or perceived conflict of interest that disqualifies the Judge from hearing a particular case;

WHEREAS, Utah Code Annotated §78-A-7-208 provides for the “temporary justice court judge” and reads “. . . the governing body [City Council] may appoint any senior justice court judge, or justice court judge currently holding office within the judicial district or in an adjacent county, to serve as a temporary justice court judge.”

WHEREAS, The City Manager, along with the Mayor and representatives from Council, met with applicant Judge Paul Olds and found him to be competent and an exceptional fit for our City;

NOW, THEREFORE BE IT RESOLVED by the City Council of Washington Terrace, That Judge Paul Olds is hereby appointed as the Washington Terrace/Marriott- Slaterville Temporary Justice Court Judge to serve until a permanent Justice Court Judge is appointed as the Washington Terrace/Marriott- Slaterville Justice Court Judge.

PASSED AND APPROVED by the City Council this ____ day of _____, 2021.

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



★WEBER REMEMBERS★

T H E 9 / 1 1 P R O J E C T



The Major Brent Taylor Foundation, in collaboration with our local law enforcement, military, and fire communities, is proud to sponsor **WEber Remembers: The 9/11 Project**, to commemorate the events of September 11, 2001, and to honor the lives lost and the sacrifices made in service to us all as a result of that day.

We are creating an immersive, interactive memorial museum experience that will allow the public to see, hear and touch things that tell the story of September 11, 2001. This event will run from September 9th through September 11th at the Weber County fairgrounds. As part of the event, we will be featuring the cities of Weber County in the museum.

In order to accomplish this amazing task, we need your help. We are asking each city to join us in the creation of these features. If you would like your city included in the museum, we are requesting 3 simple things:

1. 1 to 4 high-resolution photos that represent your city (300 dpi if possible). Specifically, we are looking for landmarks, city celebrations, or photos of the city itself, etc. Please no portraits of city councils or elected officials.
2. A digital copy of your city logo.
3. Three to four sentences about what brings your community together or makes your city unique.

Please submit your files on or before August 1st. These files should be uploaded to google drive and shared with kiersten@majorbrenttaylor.com and info@majorbrenttaylor.com.

If you need an alternate way of submitting your files or have any questions please Kiersten at the email above and we will work with you.

WEber Remembers

WEber Experiences

WEber Commits

Remember

September 11, 2021, marks the 20th anniversary of the deadliest terrorist attack in human history, and the deadliest incident for firefighters and law enforcement in the history of the United States.

Experience

The Major Brent Taylor Foundation, in collaboration with our local law enforcement, military, and fire communities, is proud to sponsor **WEber** Remembers: The 9/11 Project, to honor those sacrifices.

This free, interactive museum experience will allow the public to see, hear and touch things that tell the story of September 11th. The event will also include:

A Sunrise Flag Ceremony

A Firefighter Memorial Program

A Memorial Motorcycle Ride

1st Responders' Touch a Truck

Food Trucks

Live Entertainment

Commit

As a comm**UNITY** let's come together to remember that day, honor the sacrifices, and commit to making a difference together!

Weber Remembers: The 9/11 Project
September 9-11, 2021
Weber County Fairgrounds

WEber Remembers

WEber Experiences

WEber Commits

City of Washington Terrace
County of Weber, State of Utah

RESOLUTION NO. 21-19

**A RESOLUTION AMENDING THE CITY OF WASHINGTON TERRACE
FISCAL YEAR 2021-2022 ACTING BUDGET**

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

WHEREAS, the Washington Terrace City Council deems it necessary to amend the Fiscal Year 2021-2022 Acting Budget in the following funds: General Fund and Parks Capital Improvement Fund. See attached budget worksheet for details.

NOW THEREFORE BE IT RESOLVED by the City Council of Washington Terrace City to amend the Fiscal Year 2021-2022 acting budget as attached hereto.

Rre

APPROVED this 20th day of July, 2021

City of Washington Terrace

Mark C. Allen, Mayor

ATTEST:

(SEAL)

Amy Rodriguez, City Recorder

Roll Call Vote:

Council Member Brown
Council Member Barker
Council Member Seal

Council Member West
Council Member Weir

RESOLUTION 21-19

ATTACHEMENT

CITY OF WASHINGTON TERRACE

Budget Worksheet - Budget adj compare period 2

Page: 1

Periods: 00/21-07/21

Jul 15, 2021 03:40PM

Account Number	Account Title	07/21-07/21	2021-22		Budget Adj Justification
		Beginning Budget	2021 - 2022 Budget Adj (+/-)	Adjusted Budget	
GENERAL FUND					
CONTRIBUTIONS & TRANFERS					
10-39-44	Use of Beginning Fund Balance	67,241	11,700	78,941	
Total CONTRIBUTIONS & TRANFERS:		67,241	11,700	78,941	During the annual safety inspection deficiency's were noted. These need to be fixed to meet state safety requirements.
Fire Department					
10-55-51	Fleet Repairs & Maintenance	16,550	11,700	28,250	The front steer tires on Engine 52 are starting to wear and was noted during safety inspection to be replaced. The pattern of wear shows that a front end alignment is also needed. \$1,700
Total Fire Department:		16,550	11,700	28,250	
GENERAL FUND Revenue Total:		67,241	11,700	78,941	Rear end rebuild and replace on Ladder 51. This is to fix the rear end walking beam bushing. Along with fixing a oil leak on the front hub. \$10,000
GENERAL FUND Expenditure Total:		16,550	11,700	28,250	
Net Total GENERAL FUND:		50,691	.00	50,691	

Account Number	Account Title	07/21-07/21	2021 - 2022	2021-22	Budget Adj Justification
		Beginning Budget	Budget Adj (+/-)	Adjusted Budget	
PARKS & OPEN SPACES C I P FUND					
Contributions & Transfers					
53-36-90	Use of beginning fund balance	.00	36,000	36,000	
Total Contributions & Transfers:		.00	36,000	36,000	
Other Improvements					
53-70-28	Capital Facilities Plan	.00	36,000	36,000	refer to agenda item 9.4, "Award Contract for Parks Master Plan"
Total Other Improvements:		.00	36,000	36,000	
PARKS & OPEN SPACES C I P FUND Revenue Total:		.00	36,000	36,000	
PARKS & OPEN SPACES C I P FUND Expenditure Total:		.00	36,000	36,000	
Net Total PARKS & OPEN SPACES C I P FUND:		.00	.00	.00	
Net Grand Totals:		50,691	.00	50,691	

Washington Terrace City Corporation

Request for Proposals City-Wide Parks Master Plan

June 2021



Prepared by
JONES & ASSOCIATES
Consulting Engineers



City-Wide Parks Master Plan Request for Proposals

Washington Terrace City ("City") invites qualified landscape architecture or park planning teams to submit a response (the "Proposal") to the Request for Proposals ("RFP") for managing, facilitating, and preparing the City-Wide Parks Master Plan ("the Plan" or "Master Plan"). The Plan will set the framework for decision-makers in the planning, maintenance, development, and/or rehabilitation of the City's parks for a 15-year horizon. Equally important will be that the Plan provide a systematic and prioritized approach to implementation of parks projects. The City reserves the right to cancel and/or withdraw this RFP at any time and to reject any or all Proposals submitted, for any reason, at its sole discretion.

Background & Purpose of the Project

Washington Terrace City provides its citizens with meaningful leisure time activities and facilities geared towards improving physical, mental, and social well-being. To better meet current and future recreation trends, balance maintenance with function, implement water conservation measures, and promote community gathering, the City's existing parks infrastructure needs rehabilitation or redesign. The Plan is intended as a tool to be used in guiding City decision-making related to parks planning, maintenance, and funding on a long-term basis.

Scope of Services

The City is seeking an Individual Firm or a Combined Team to provide the following:

- Work closely with the City Staff and Parks Planning Committee to review current parks infrastructure.
- Complete a custom Master Plan for each park that includes the following:
 - Design
 - Cost Estimate
 - Phasing Recommendation (where appropriate)
- Provide a systematic and prioritized approach for the implementation of parks projects.
- Create a complete City-Wide Master Plan document.
- Present findings to City Staff, Mayor, and City Council.

The City parks that will be part of the Master Plan are:

- Rohmer Park
- Little Rohmer Park
- Van Leeuwen Park
- Lions Park
- Wright Park
- Victory Park
- Old Fire Station
- The Civic Center

A map of each location can be found in Attachment A.

Procurement Process

Proposers are required to meet the information submittal dates outlined below. Failure to meet the submittal dates will result in the Proposal being considered non-responsive.

Task	Deadline
RFP available to invited parties	Tuesday, June 8, 2021
Written questions submitted to City Manager	Friday, June 11, 2021
Proposals Due	Monday, June 21, 2021, 5:00 pm
Award of Contract	Monday, June 28, 2021

Communications

Communications and/or questions regarding the RFP document and Master Plan shall be directed to:

Tom Hanson
Phone: (801) 395-8282
Email: tomh@washingtonterracecity.org

Shane Taggart, P.E.
Phone: (801) 698-0795
Email: shane@jonescivil.com

Costs of Preparing Proposals

All costs associated with preparing Proposals are the sole responsibility of the Proposer.

Modifications to Proposals

Proposals submitted to the City may be modified in writing at any time before the Proposal due date. Any modifications to a Proposal must be signed by the person or officer of the entity authorized to do so.

Required Availability of Key Personnel

When Proposers list personnel in the Proposed Team section of the Proposal, they are considered key personnel. The Proposer is agreeing to make these personnel available to complete work on the Contract at whatever level required. Personnel changes will be reviewed by the City to assure the replacement is equally qualified and has adequate experience. The City will only allow changes in key personnel when caused by circumstances outside the control of the Proposer (e.g. employee leaves employment of the Proposer). Changes in key personnel for the convenience or benefit of the Proposer will not be allowed.

Submission of Proposals

Proposals will be received via email to tomh@washingtonterracecity.org AND shane@jonescivil.com until **5:00 p.m. Mountain Time, on Monday, June 21, 2021**. Each Proposal should be prepared simply and provide a straightforward and concise description of the person's or entity's ability to perform the required services. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the City's needs. Project experience and the proposed key personnel shall also be included. A full list of requirements and formatting can be found in the Proposal Contents Section below.

The City reserves the right to request that the Proposer clarify any part of its Proposal. Responses to such requests must be made in writing and will become part of the Proposal.

Unsolicited supplementary information and materials received after the Proposal deadline will not be considered in the evaluation. All Proposals, including electronic media, will become and remain property of the City.

Public Record

In accordance with State Law, Proposals are public record and are subject to public review upon request. However, a Proposer may request that any part of its Proposal be designated a protected record and not be available for public release by complying with Utah Law, 63G-2-309(1). To do this, the Proposer must provide the City with a written claim of business confidentiality (Attachment B) and a concise statement of reasons supporting this claim. This information must be submitted together with the Proposal to be considered.

Proposal Contents

Proposals shall not exceed 15 pages (excluding cover sheets, cover letter).

1. Firm location and brief description of the Firm's history.
2. Firm qualifications and capabilities.
3. Description of the team and key staff or subconsultants that will be working on specific elements of the Master Plan.
4. List of similar projects completed within the past 5 years including cost, completion date, and references (at least 3 required).
5. Cost Proposal to complete the City-Wide Parks Master Plan - Hourly, Not to Exceed.
6. Hourly rate schedule for the Team.
7. Proposed schedule and tentative date for completion.
8. Example Concept Design and Cost Estimate for Little Rohmer Park Bowery (additional information on following page).

Evaluation of Proposals

The City's Selection Committee will evaluate and score each Proposal individually and then discuss as a collective team to determine a final recommendation.

Proposals will be ranked on each of the Proposal requirements as follows:

Firm Qualifications	20%
Project Team	20%
Cost Proposal & Schedule	30%
Example Concept Design	<u>30%</u>
	100%

Other

The City may reject any Proposal not in compliance with all prescribed public bidding procedures and requirements, and may, for good cause, reject all Proposals upon finding by the City it is in the public interest to do so. The City reserves the right to accept or reject any or all Proposal documents or portions thereof and to waive any informality or irregularity in any proposal, at the sole discretion of the City, which is determined to serve the best interest of the City. The City shall be the sole judge of the merits of the respective Proposals received.

Please be advised that failure to comply with any of the requirements of this submittal will be grounds for disqualification.

Little Rohmer Park Bowery

Location: Bowery at Little Rohmer Park

Current Amenities: Large pavilion and stage to be removed and replaced with bowery and people places. Bathroom will remain.

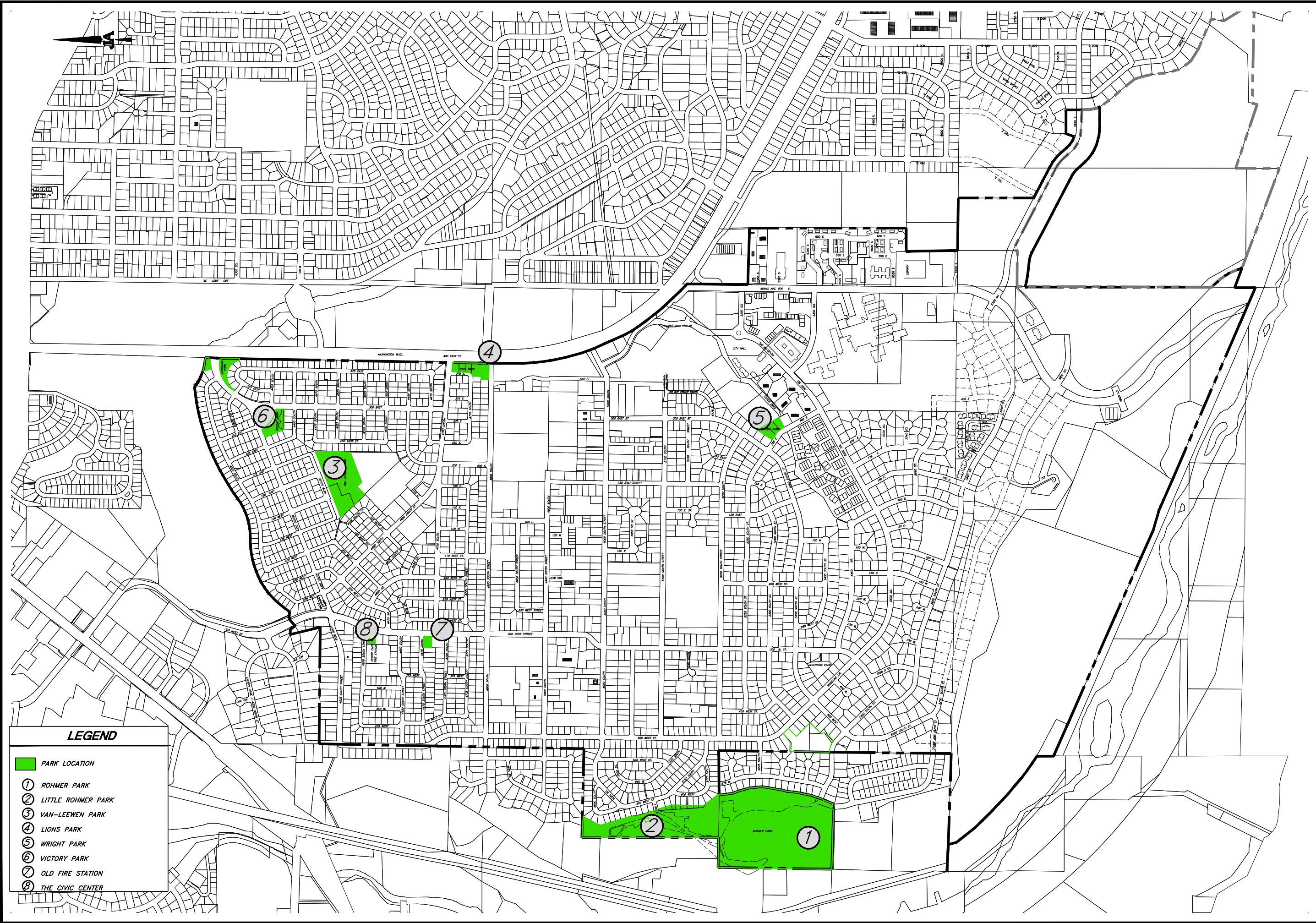
Known Issues: Outdated and in need of overall facelift.

GOOGLE EARTH PHOTO of Location:



Attachment A

Park Location Map



LEGEND

- PARK LOCATION
- ① ROHMER PARK
- ② LITTLE ROHMER PARK
- ③ VAN-LEEWEN PARK
- ④ LIONS PARK
- ⑤ WRIGHT PARK
- ⑥ VICTORY PARK
- ⑦ OLD FIRE STATION
- ⑧ THE CIVIC CENTER

WASHINGTON TERRACE CITY CORPORATION

PARK LOCATION MAP

LOCATION MAP

PARKS

CONSULTING ENGINEERS

JONES & ASSOCIATES

1716 East 5600 South
South Ogden, Utah 84403
ph - (801) 476-9767 fx - (801) 476-9768

DATE	DESCRIPTION	DESIGNED	DRAWN	CHECKED

SCALE:

1" = 1000'

SHEET:

1

OF SHEETS

Attachment B

CLAIM OF BUSINESS CONFIDENTIALITY

Any person that provides Washington Terrace City a proposal (or information contained in any record) that he or she believes should be protected under UCA Subsection 63G-2-305(1-4) shall provide with the proposal a written claim of business confidentiality and a concise statement of reasons supporting the claim of business confidentiality. The guidelines to grant business confidentiality are as follows:

- Trade secrets – if the submitted information includes a formula, pattern, compilation, program, device, method, technique, or process, that has actual or potential value by its non-disclosure to the general public, and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy;
- Commercial information or non-individual financial information – if the submitted information contains commercial information or non-individual financial information the disclosure of which could reasonably be expected to result in unfair competitive injury to the person submitting the information, or would impair the ability of Washington Terrace City to obtain necessary information in the future, and the person submitting the information has greater interest in prohibiting access than the public in obtaining access.

I, _____ do hereby claim that the pages identified
(name & title)

below, which are contained within this submission as required by Washington Terrace City are confidential.

Signature _____ Date: _____

The following pages of this Proposal are Protected under a Claim of Business Confidentiality.

CITY-WIDE PARKS MASTER PLAN AGREEMENT

This City-Wide Parks Master Plan Agreement (the "Agreement") is entered into on the 20th day of July, 2021, by and between WASHINGTON TERRACE CITY, a political subdivision of the State of Utah (the "Owner"), and [CONTRACTOR], INC. (Landmark Design). The Owner and the Contractor may be hereafter referred to individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, the Owner is in need of a City-Wide Parks Master Plan to aid the City in planning, maintenance, development, and/or rehabilitation of the City's parks (hereinafter referred to as "Master Plan");

WHEREAS, pursuant to Utah Code Ann. §§ 63-56-42 to 63-56-44 and the Owner's Administrative Code, the Owner has duly and properly selected the Contractor as a firm qualified to create the Master Plan contemplated by this Agreement;

WHEREAS, the parties are willing to perform their respective obligations under this Agreement in accordance with the description of the scope of services, schedule, cost and other provisions of this Agreement; and

WHEREAS, this Agreement is intended to authorize services more particularly described in the Owner's Request for Proposals (RFP) dated [DATE] and the Proposal for the City-Wide Master Plan, submitted by [Contractor], on [date].

NOW, THEREFORE, for good and valuable consideration, including the mutual promises set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Scope of Services and Deliverables.

- a) Work closely with the City Staff and Parks Planning Committee to review current parks infrastructure.
- b) Complete a custom Master Plan for each park listed in the RFP that includes the following:
 - o Design
 - o Cost Estimate
 - o Phasing Recommendation (where appropriate)
- c) Provide a systematic and prioritize approach for the implementation of parks projects.
- d) Create a complete City-Wide Master Plan document.
- e) Present findings to City Staff, Mayor, and City Council.
- f) Work shall be completed by [date].

2. Compensation.

- a) Cost. A Project cost in the amount of [amount] (\$) for the scope of services has been agreed upon by the Owner based on the Contractor's Proposal. The Contractor will provide services on an hourly basis, not to exceed the agreed upon amount.
- b) Billing Procedure. The Contractor may submit monthly to the Owner an invoice for services performed and costs incurred under this Agreement during the calendar month immediately preceding submission of the invoice. The invoice form shall be submitted to the City Engineer for review and approved by the

Owner. The invoice shall contain itemized costs describing in detail the services performed by the Contractor. If approved, the Owner shall pay the Contractor for all approved services within thirty (30) days after it receives the invoice describing such services.

3. **Contractor's Standard of Care.** The Contractor shall perform its services under this Agreement in accordance with the degree of skill and diligence ordinarily employed by professional consultants performing the same or similar services at the time such services are performed. The Contractor shall without delay correct any problem or deficiency arising out of its failure to meet this standard of care without additional cost to the Owner.
4. **Independent Contractor.** The Contractor shall perform all services under this Agreement, including all attachments, as an independent contractor, and not as an agent or employee of the Owner. Neither this Agreement nor the parties' respective obligations under this Agreement shall be construed to create a partnership or joint venture, or other business between the parties. In performing its services under this Agreement, the Contractor shall comply with all federal, state, and local laws and regulations, and all orders under any applicable law, and all policies of the Owner for independent contractors, as adopted from time to time by the Owner.
5. **Default.** Either party shall be considered to be in default under this Agreement if: (1) it has substantially failed to perform its obligations under this Agreement through no fault of the other party; and (2) after thirty (30) days' written notice from the other party of such substantial failure to perform, the defaulting party has not commenced to cure the failure, or diligently completed the cure thereafter.
6. **Termination.** Either party may terminate this Agreement for cause upon the default of the other party as defined in paragraph 5. The Owner may, in its sole discretion, terminate this Agreement for convenience upon forty-five (45) days' written notice. Upon termination of this Agreement for any reason, the Contractor shall deliver all of its work-in-progress, including calculations, assumptions, interpretations or regulations, sources of information, and raw data required in performing this Agreement, to the Owner, and such work-in-progress shall become the property of the Owner. Compensation by the Owner to the Contractor will only be paid in accordance with paragraph 2 of this Agreement.
7. **Contractor's Working Files and Accounting Records.**
 - a) Working Files. The Contractor shall maintain files containing all work documentation, including calculations, assumptions, interpretations or regulations, sources of information, and raw data generated, produced, created or required in performing this Agreement. The Contractor shall provide the Owner copies of information contained in the Contractor's working files upon the Owner's request, and such copies shall become property of the Owner upon delivery.
 - b) Accounting Records. The Contractor shall maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all amounts invoiced under paragraph 2. The Contractor shall retain and make such records available to the Owner for its examination during the Contractor's normal business hours for a period of three (3) years after the Contractor submits its final invoice to the Owner.
 - c) Audit. The Owner may, in its sole discretion, audit any invoice or statement of cost submitted by the Contractor, including those of the Contractor's subconsultants and suppliers, at any time, as long as the Owner gives the Contractor written notice of its intent to conduct the audit within three (3) years after the Contractor submits its final invoice to the Owner.

- 8. Insurance.** The Contractor shall maintain insurance at rates generally acceptable for the type of work being completed.
- 9. Indemnification.** To the maximum extent allowed by applicable law, the Contractor shall indemnify the Owner and hold the Owner and its employees harmless against all third-party actions, causes of action, damages, losses, claims, attorney fees and costs arising out of any negligent act or omission of the Contractor related in any way to the Contractor's performance under this Agreement. This indemnification provision shall apply to all theories of recovery, including breach of contract or warranty, negligence, and strict or statutory liability, except for sole negligence by the Owner. In the event any claims are caused by the joint or concurrent negligence of the Contractor and the Owner, the Contractor shall indemnify the Owner only in proportion to the Contractor's own negligence.
- 10. Changes.**
- a) Generally. The Owner may, in its sole discretion, make or approve changes within the general scope of services of this Agreement. If such changes affect the Contractor's costs or the time required for performance of the services, the parties may make an equitable adjustment ("Equitable Adjustment") through a mutually acceptable change order. Nothing in this paragraph shall be construed as relieving the Contractor of any of its obligations under this Agreement, including the parties' failure to agree on the Contractor's entitlement to, or the amount of, any Equitable Adjustment.
 - b) Change Authorization. All changes under this paragraph shall be made by written change authorization from the Owner, and the Contractor shall not proceed with any such changes unless and until it receives written change authorization. The Contractor shall timely notify the Owner of any potential change that may be necessitated by the circumstances of the Project as they arise.
 - c) Request for Equitable Adjustment. Any request by the Contractor for an Equitable Adjustment under this paragraph must be made in writing and fully supported by factual information. The request must be delivered to the Owner within thirty (30) days after the Contractor receives written change authorization from the Owner. The Owner, in its sole discretion, may extend this thirty (30) day period if a written request is received prior to the expiration of the thirty (30) days.
 - d) Equitable Adjustment. Any Equitable Adjustment necessitated by changes under this paragraph shall be made by a written change order signed by both parties. Any reduction in the scope of services necessitated by a change under this paragraph shall not give rise to a claim by the Contractor for damages based on loss of anticipated profits.
- 11. Suspension, Delay, or Interruption of Work.** The Owner may, in its sole discretion, suspend, delay, or interrupt the Contractor's services for the convenience of the Owner. In the event of force majeure or such suspension, delay, or interruption, an Equitable Adjustment will be made in the schedule and compensation under this Agreement.
- 12. Information Provided by the Owner.** The Contractor acknowledges that in the course of rendering services under this Agreement it may be allowed access to privileged and confidential information of the Owner. The Contractor agrees to respect the privilege and confidentiality of such information, and not disclose it without the Owner's prior written consent. During the course of the project, the Contractor will review existing reports and information made available by the Owner, as well as reports and information prepared by third parties, utilities, government agencies, consultants to the Owner and others. All documents provided by the Owner, whether originals or copies, should be timely returned to the Owner following review or, if extended review is required, should be included in the Contractor's working files in accordance with paragraph 7. Although the Contractor shall not be required to repeat the studies represented by such

reports, it shall be their responsibility to evaluate the available data to the degree necessary to determine its accuracy and appropriateness.

- 13. Key Personnel.** The Contractor's professional consulting services under this Agreement shall be performed by qualified personnel. The Contractor designates the following persons as key personnel who will not be removed from working on the Project without the Owner's written consent:

Name	Title
------	-------

- 14. Official Representatives.** The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement.

For the Owner

Tom Hanson
City Manager
5249 S. 400 E.
Washington Terrace, UT 84405
801-395-8282
tom@washigtonterracecity.org

For the Contractor

Landmark Design
580 South 400 West
SLC, UT 84101
801-474-3300
samt@ldi-ut.com

The authorized representative(s) shall have full power to bind the Owner and the Contractor in decisions related to the Project and not requiring approval of the Owner's elected representatives. Each party may designate an authorized representative upon written notice to the other party.

- 15. Equal Opportunity.** To the extent applicable hereto, Contractor will in the performance of this Agreement comply with The Fair Labor Standards Act of 1939 (29 U.S.C. 201-219); the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45); the Contract Work Hours Standards Act-Overtime Compensation (40 U.S.C. 327-330); laws restraining the use of convict labor; Utilization of Small Business and Small Disadvantaged Business Concerns (Public Law 95-507); all other federal, state, and local laws; and all regulations and orders issued under any applicable law, including but not limited to, Title 41, Code of Federal Regulations, Part 60, Subsections 1.7 and 1.8 and shall, if applicable, submit a Certificate of Non-Segregated Facilities conforming to Title 48, CFR, Part 52, Subsection 222-21 before execution of this Agreement.

- (1) The Equal Employment Opportunity clause in Section 202 of Executive Order (E.O.) 11246, as amended, and the implementing rules and regulations (41 CFR Part 60) are incorporated herein by reference, unless this order is exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of E.O. of provisions of any superseding E.O. As used in this clause, "Contractor" means Contractor.
- (2) The Affirmative Action for Handicapped Worker clause in Title 48, Code of Federal Regulations, Part 52, Subsection 222-36 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference unless this order is under \$2,500,000. As used in said clause, "Contractor" means Contractor.
- (3) The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era clause of Title 48, Code of Federal Regulations, Part 52, Subsection 222-35 and the implementing rules and regulations of the Department of Labor associated therewith are incorporated herein by reference, Contractor and "Contract" means this Agreement.

- 16. Audit.** The Contractor agrees that at any time before, or after, final payment, the Owner may have the Contractor's, sub-consultants', or suppliers' invoices and statements of cost audited. Any payment may be reduced by amounts found by the Owner not to constitute allowable costs as defined by Part 31 - Contract Cost Principles and Procedures of the Code of Federal Regulations (CFR) - Title 48 - Federal Acquisition Regulations.
- 17. Conflict of Interest.** None of the Owner's elected representatives or its employees, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom.
- 18. Notice.** All written notices required to be given under this Agreement shall be hand delivered, or sent via facsimile, or certified or registered mail, return receipt requested, or verifiable electronic transmission to the parties at their respective addresses set forth in paragraph 14 above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.
- 19. Entire Agreement.** This Agreement and the attached Exhibits constitute the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and they supersede all previous or contemporaneous representations or agreements of the parties regarding the subject matter of this Agreement.
- 20. Assignment.** This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to this limitation on assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors, agents and assigns.
- 21. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The parties hereby consent to the jurisdiction of the courts of the State of Utah, or the courts of the United States of America located in the State of Utah, as the case may be, as the sole forum for any litigation arising out of this Agreement.
- 22. Arbitration.** Any difference, dispute, claim or controversy arising out of or relating to this Agreement shall be referred to and finally settled by arbitration in Washington Terrace City, Utah pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration award shall be binding upon the parties and judgment on the award may be entered in any court of competent jurisdiction.
- 23. Modification.** No modification of this Agreement shall be valid or binding, unless made in writing and signed by both parties.
- 24. Waiver.** Acceptance by either party of any performance less than that required by this Agreement shall not be deemed to be a waiver of that party's rights under this Agreement. No waiver of any provision of this Agreement shall be deemed to be a waiver of any other provision, nor shall any waiver constitute a continued waiver. Any waiver of any provision of this Agreement shall be in writing and shall be signed by the party waiving the provision.
- 25. No Third-Party Beneficiaries.** This Agreement is solely between the parties and gives no rights or benefits to anyone other than the parties and has no third-party beneficiaries.
- 26. Severability.** The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or the enforceability of the remaining provisions.

- 27. Attorneys' Fees.** In the event of a dispute over or relating to the terms of this Agreement, or any party's performance under this Agreement, the prevailing party in any proceeding brought in connection with the dispute shall be entitled to recover from the other party its costs, including reasonable attorneys' fees, whether incurred in arbitration or otherwise.
- 28. Certification of Eligibility.** Contractor certifies that neither the Contractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is one hundred percent (100%) of partially funded with federal funds.
- 29. Debarment.** By signing this Agreement, Contractor certifies that neither Contractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any program or project which is one hundred percent (100%) of partially funded with federal funds.

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above:

WASHINGTON TERRACE CITY

City Manager

Date: _____

Attest, City Recorder

[CONTRACTOR]

Date: _____

WEBER COUNTY SHERIFF'S OFFICE WASHINGTON TERRACE MONTHLY STATISTICS



2nd QUARTER 2021

OFFENSE CODES FROM INCIDENTS GENERATING A CASE REPORT

SOME CASES HAVE MULTIPLE OFFENSE CODES



Weber County Sheriff's Office

Law Total Incident Report, by Offense Codes

Agency: Weber County Sheriff's Office

<u>Offense Code</u>	<u>Total Incidents</u>
RUNAWAY (0001)	20
KIDNAP-UNLAWFUL DETENTION (1051)	1
SEX OFF-RAPE STRONGARM (1103)	1
SEX OFF-SODOMY GIRL STRONGAR (1114)	1
SEX OFF-SEX ASSAULT FREE TEX (1199)	1
ASSLT-AGG FAMLY ID WEAP (1302)	1
ASSLT-AGG FAMILY STRONGARM (1303)	1
ASSLT-AGG NONFAMILY OTHER WEP (1305)	1
ASSLT-SIMPLE ASSAULT (1313)	10
ASSLT-SIMPLE ASSLT-CHILD ABUS (1319)	2
BURG-FORCED ENTRY RESIDENCE (2202)	1
BURG-FORCED ENTRY NON RESID (2203)	8
BURG-NO FORCE ENTRY NON RESID (2205)	1
ALARM-BURG ALARM CAUSE UNK (2254)	1
THEFT-PARTS/ACCESS/FROM VEH (2304)	2
THEFT-FROM MOTOR VEH (PROWL) (2305)	4
THEFT-FROM YARDS (2309)	4
THEFT-FROM MAILS (2310)	1
THEFT-BICYCLE (2320)	1
THEFT-BY DECEPTION (2325)	1
THEFT-THEFT OF SERVICES (2332)	1
THEFT-FREE TEXT (2399)	3
STOL VEH-THEFT & SALE VEHICLE (2401)	1
STOL VEH-PASSENGER VEHICLE (2404)	2
STOL VEH-OTHER MOTOR VEHICLE (2414)	1
REC STOLEN VEHICLE OJ (2417)	1
RECOVERED STOLEN VEH (LOCAL) (2418)	1

<u>Offense Code</u>	<u>Total Incidents</u>
STOL VEH-BREACH OF TRUST (2419)	1
FRAUD-IMPERSONATION (2604)	1
FRAUD-IDENTIFY THEFT (2611)	1
FRAUD-FALSE PRETENSE/DECIEVE (2612)	1
STOLEN PROP-RECOVERED (2810)	1
CRIMINAL MISCH-PRIVATE (2902)	18
CRIMINAL MISCH-PUBLIC PROP (2903)	5
CRIMINAL MISCH-GRAFFITI (2959)	2
CRIMINAL MISCH-PRIVATE/VEH (2960)	3
DRUG-HEROIN SELL (3510)	1
DRUG-HEROIN POSSESS (3512)	2
DRUG-HEROIN FREE TEXT (3513)	1
DRUG-COCAINE SELL (3530)	1
DRUG-COCAINE/CRACK MFG (3534)	1
DRUG-PARAPHERNALIA/NARC EQUIP (3550)	21
DRUG-MARIJUANA POSSESS (3562)	12
DRUG-MARIJUANA FREE TEXT (3564)	1
DRUG-AMPHETAMINE SELL (3571)	2
DRUG-AMPHETAMINE POSSESS (3572)	6
DRUG-AMPHETAMIN POSS W/INTENT (3585)	1
DRUG-PRESCRIPTION-SELL (3589)	1
DRUG-FOUND PARAPH. NARC EQUIP (3591)	2
DRUG-FOUND/SURRENDERED DRUGS (3592)	2
DRUG-IMITATION DRUGS (3593)	1
DRUG-MISUSE NON-PRESCRIPTION (3595)	1
DRUG-DRUGS FREE TEXT (3599)	2
SEX OFF-CHILD FONDLING/ABUSE (3601)	3
SEX OFF-INDECENT EXPOSURE (3605)	1
SEX OFF-INDECENT EXPOSUR/ADULT (3615)	1
SEX OFF-MOLESTATION OF MINOR (3618)	1
SEX OFF-ADULT FONDLING/ABUSE (3623)	2
SEX OFF-FREE TEXT CHILD (3627)	2
SEX OFF-SEX OFFENSE FREE TEXT (3699)	1
FAM OFF-CHLD/ABUSE NON VIOLEN (3802)	16

<u>Offense Code</u>	<u>Total Incidents</u>
FAM OFF-NEG CHILD/NON SUPPORT (3806)	2
FAM OFF-DV IN PRESE OF CHILD (3814)	6
INTERRUPT OF COMM DEV (3815)	1
FAM OFF-DV CRIMINAL NATURE (3850)	9
FAM OFF-DV NON CRIMINAL (3851)	20
FAM OFF-VIOL NO CONTACT ORDER (3852)	1
FAM OFF-ENDANG OF CHILD/ADULT (3854)	1
FAM OFF-VIO OF PROTECT ORDER (3857)	4
OBSTRUCT-RESISTING OFFICER (4801)	2
OBSTRUCT-FALSE NAME/ADD/P.O. (4823)	1
OBSTRUCT-FAILURE STOP FOR LEO (4850)	2
ESCAPE-FROM INSTITUTION (4901)	1
OBSTRUCT-PAROLE VIOLATION (5011)	1
WARRANT-FAIL TO APPEAR-LOCAL (5015)	6
WARRANT-FAILURE TO APPEAR-OJ (5017)	3
WEAPON-CARRYING PROHIBITED (5203)	1
WEAPON-POSSESSION OF WEAPON (5212)	1
PUB PEACE-INTERFERE OFFICER (5305)	2
PUB PEACE-HARASSING COMMUNICAT (5309)	7
PUB PEACE-DISORDERLY CONDUCT (5311)	5
PUB PEACE-NOISE ORDI VIOLATION (5349)	1
PUB PEACE-NEIGHBORHOOD PROBLEM (5350)	1
PUB PEACE-DIST THE PEACE (5352)	7
PUB PEACE-THREATS (5354)	2
PUB PEACE-MENTAL PSYCHO (5356)	4
PUB PEACE-SUSPICIOUS ACTIVITY (5359)	44
ANIMAL-ANIMAL BITES (5366)	1
ANIMAL-ANIMAL PROBLEMS (5369)	1
PUB PEACE-SEX OFFENDER HM CHEK (5376)	11

<u>Offense Code</u>	<u>Total Incidents</u>
ACCIDENT-HIT AND RUN (5401)	5
TRAF-DUI CLASS B (5404)	3
TRAF-OPEN CONTAINER (5405)	2
TRAF-RECKLESS/CARELESS DRIVING (5420)	4
TRAF-NON MOVING VIOLATION (5421)	1
TRAF-SPEEDING (5422)	2
TRAF-STOP SIGN (5423)	3
TRAF-FAILE YIELD RIGHT OF WAY (5426)	2
TRAF-FAILURE TO SIGNAL (5433)	2
ACCIDENT-REPORTABLE (5435)	5
ACCIDENT-NON REPORTABLE (5436)	1
TRAF-TRAFFIC STOP NO CITATION (5445)	1
TRAF-NO SEAT BELT (5447)	1
TRAF-NO PROOF OF INSURANCE (5448)	2
TRAF-VIOL OF DRIVERS LICENSE (5449)	4
TRAF-PARKING VIOLATION (5450)	4
TRAF-REVOKED/SUSPENDED LICENSE (5451)	5
TRAF-DEFECTIVE EQUIPMENT (5454)	3
TRAF-REGISTRATION VIOL (5455)	1
ASSIST-MOTORIST (5463)	1
ACCIDENT-PERSONAL INJURY (5472)	2
TRAF-TRAFFIC STOP (5480)	27
TRAF-ABANDONED VEHICLE (5482)	4
TRAF-OPERATE VEHICLE W/NO INSU (5488)	1
TRAF-ALCOHOL RESTRICTED DRIVER (5489)	1
TRAF-OPERATING ON REVOKED REG (5490)	1
TRAF-EXPIRED DRIVERS LICENSE (5491)	1
PRIVACY-TRESPASS (5707)	17
ACCIDENT-PROPERTY DAMAGE ONLY (6508)	4
REFUSAL SUBMIT CHEM TESTING (6509)	1
PROPERTY CRIME FREE TEXT (7199)	1
PUB PEACE-OBSCENE CONDUCT/LEWD (7298)	1
JUVENILE-MISSING (7305)	4
DEATH ATTENDED (7314)	3
DEATH UNATTENDED (7315)	2

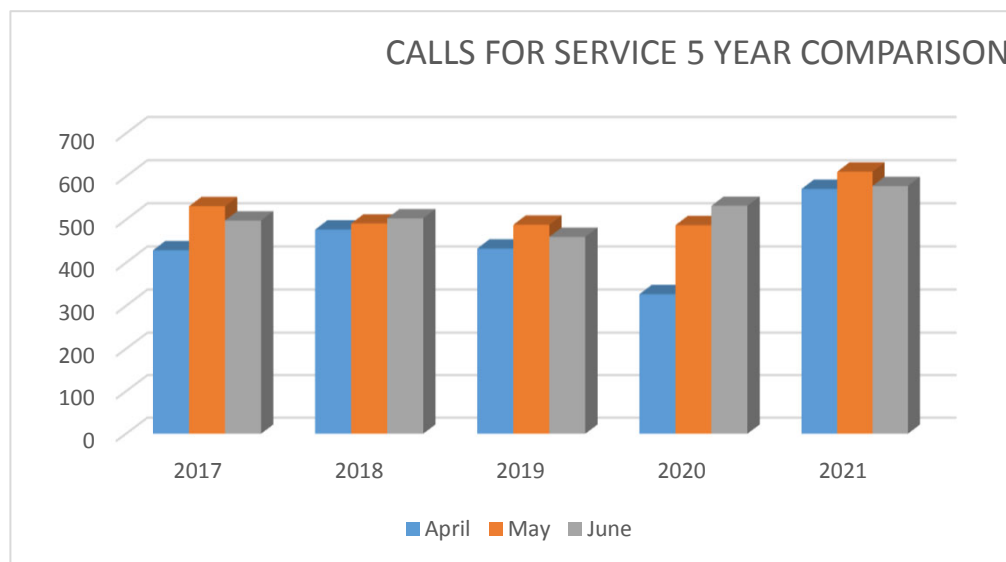
<u>Offense Code</u>	<u>Total Incidents</u>
PUB PEACE-PUBLIC INTOXICATION (7316)	2
PUB PEACE-INTOX PRIVATE PLACE (7319)	3
CUSTODY DISPUTE (7320)	7
ASSIST-CITIZEN (7327)	16
CITY ORDINANCE VIOLATION (7328)	1
FOUND PERSON (7329)	2
FOUND PROPERTY (7331)	12
LOST PROPERTY (7333)	2
SUICIDE THREATENED (7341)	7
ABANDONED VEHICLE PRIVATE (7352)	1
OVERDOSE (7353)	2
OVERDOSE ACCIDENTAL (7354)	2
MISSING PERSON/ADULT (7357)	2
FOLLOW UP (7362)	1
Civil Dispute (7363)	3
ASSIST-OTHER JURISDICTION (8003)	6
ASSIST-MEDICAL (8004)	6
ASSIST-FIRE DEPT (8005)	1
EXTRA PATROL (8008)	1
KEEP THE PEACE (8011)	18
911 CALL UNKNOWN (8012)	1
WELFARE CHECK (8013)	19
INFORMATION (8016)	2
TRANSPORTATION (8021)	1
JUVENILE-UNGOVERNABLE (8104)	9
JUVENILE-OFFENDERS FREE TEXT (8108)	1
COMMUNITY POLICING (8409)	2
POSS TOBACCO UNDER 19 (9001)	2
Total Incidents for This Agency	593

Report Includes:

All dates between '00:00:00 04/01/21' and '23:59:59 06/30/21', All agencies matching 'WC', All natures, All locations matching 'WT', All responsible officers, All dispositions, All clearance codes not matching 'NR', All observed offenses, All reported offenses, All offense codes, All circumstance codes

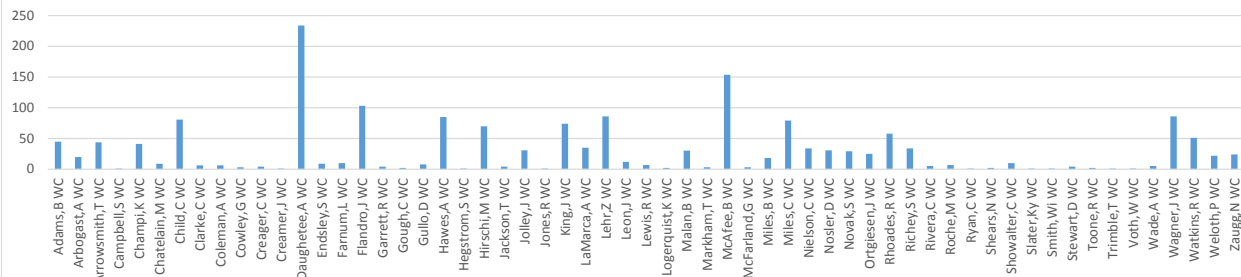
WASHINGTON TERRACE CALLS FOR SERVICE INCLUDES TRAFFIC STOPS

	2017	2018	2019	2020	2021
April	429	477	433	327	571
May	531	491	488	487	611
June	498	503	460	532	578
TOTAL	1458	1471	1381	1346	1760



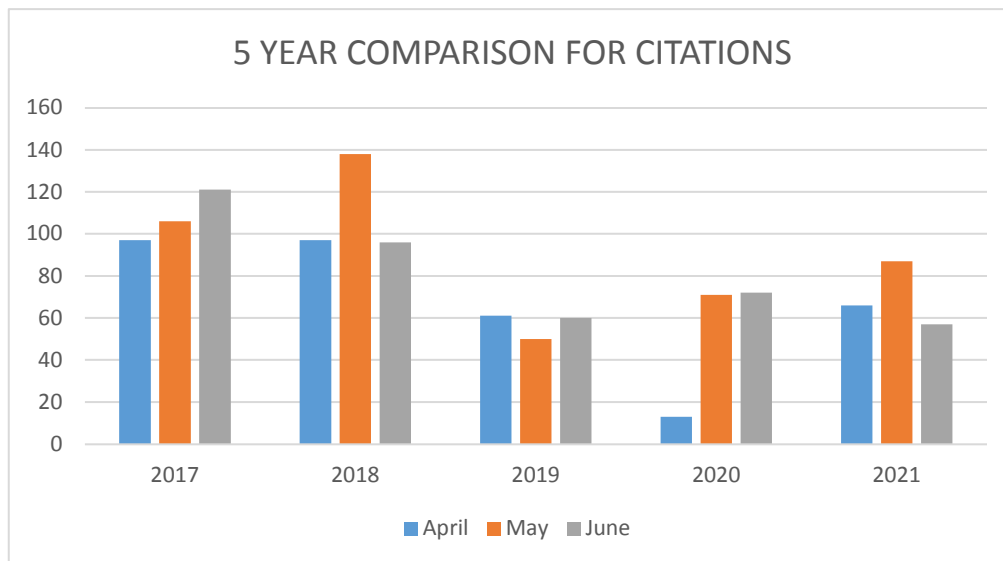
Officers	# Calls
Adams,B WC	45
Arbogast,A WC	20
Arrowsmith,T WC	44
Campbell,S WC	1
Champi,K WC	41
Chatelain,M WC	9
Child,C WC	81
Clarke,C WC	6
Coleman,A WC	6
Cowley,G WC	3
Creager,C WC	4
Creamer,J WC	1
Daughetee,A WC	234
Endsley,S WC	9
Farnum,L WC	10
Flandro,J WC	103
Garrett,R WC	4
Gough,C WC	2
Gullo,D WC	8
Hawes,A WC	85
Hegstrom,S WC	1
Hirschi,M WC	70
Jackson,T WC	4
Jolley,J WC	31
Jones,R WC	1
King,J WC	74
LaMarca,A WC	35
Lehr,Z WC	86
Leon,J WC	12
Lewis,R WC	7
Logerquist,K WC	2
Malan,B WC	30
Markham,T WC	3
McAfee,B WC	154
McFarland,G WC	3
Miles,B WC	18
Miles,C WC	79
Nielson,C WC	34
Nosler,D WC	31
Novak,S WC	29
Ortgiesen,J WC	25
Rhoades,R WC	58
Richey,S WC	34
Rivera,C WC	5
Roche,M WC	7
Ryan,C WC	1
Shears,N WC	2
Showalter,C WC	10
Slater,Ky WC	1
Smith,Wi WC	1
Stewart,D WC	4
Toone,R WC	2
Trimble,T WC	1
Voth,W WC	1
Wade,A WC	5
Wagner,J WC	86
Watkins,R WC	51
Weloth,P WC	22
Zaugg,N WC	24

CALLS FOR SERVICE BY DEPUTY



WASHINGTON TERRACE CITATION 5 YEAR COMPARISON

	2017	2018	2019	2020	2021
April	97	97	61	13	66
May	106	138	50	71	87
June	121	96	60	72	57
TOTAL	324	331	171	156	210



WASHINGTON TERRACE

CRIME CALENDAR

2nd QUARTER 2021



ASSAULT One occurred every 6.1 days

THEFT One occurred every 5.4 days

BURGLARY One occurred every 9.1 days

Washington Terrace Animal Control Second Quarter 2021

	Attack/Bite	Barking	Stray/Roaming	Carcass Removal	Citizen Assist.	Followup	Injured animal	Citations	Cruelty	Calls For Service	Extra Patrol
Jun-21	1	7	12	1	5	6	1	0	3	39	3
May-21	5	2	9	0	0	4	1	0	0	22	1
Apr-21	3	2	8	0	1	4	0	0	1	19	0

Washington Terrace Second Quarter Comparison 2021 to 2020

	Attack/Bite	Barking	Stray/Roaming	Carcass Removal	Citizen Assist.	Followup	Injured animal	Citations	Cruelty	Calls For Service	Extra patrol
Jun-21	1	7	12	1	5	6	1	0	3	39	3
May-21	5	2	9	0	0	4	1	0	0	22	1
Apr-21	3	2	8	0	1	4	0	0	1	19	0
quarterly totals for 2021	9	11	29	1	6	14	2	0	4	80	4
Jun-20	0	4	4	0	1	0	0	0	6	19	4
May-20	3	2	7	0	1	1	1	15	2	33	1
Apr-20	1	2	3	0	1	1	1	7	4	26	6
quartrely totals for 2020	4	8	14	0	3	2	2	22	12	78	11

City Council Staff Report

Author: Tyler D. Seaman
Subject: Amend Zoning Uses
Date: July 20, 2021
Type of Item: Action



Summary: Creating an opportunity for indoor self-storage facilities within the Commercial Zones in Washington Terrace and impose certain regulations to create a sustainable storage product in Washington Terrace with higher standards for security.

The Planning Commission met on June 24, 2021, in which a public hearing was held and questions regarding the ordinance were answered. The Planning Commission gave a favorable recommendation to approve. All suggestions by the Commission have been included into the proposed ordinance.

Description: Washington Terrace amendments to Chapter 17 of the zoning code for permitted uses that would allow for indoor self-storage facilities.

Background: In years past we have removed Self-storage from our permitted uses in the commercial zones. As Washington Terrace advances into different stages we are often presented with challenges to overcome such as dilapidated properties or new needs that citizens may have. Providing an option for an inside storage facility with locked doors and security while trying to maintain the current residential feel of the community could be a viable option for Washington Terrace City.

Analysis: In neighboring communities like our residential community there has been some recent movement towards indoor storage with a very controlled interior environment. This has allowed for less calls for service with emergency services and removed the often need for code enforcement in the outdoor storage facilities of operating businesses and/or living in the units. This does not happen in the indoor storage buildings because of the security and interior environment.



Another significant proponent of the facility is the upkeep on the site. There is a significant desire to for the owner of the facility to keep a well maintained and highly secured site. The owner is protecting his/her brick-and-mortar investment and making sure the storage customers are maintaining a clean environment.







- A. Approve the Request: MOTION TO APPROVE AMENDMENTS TO SECTIONS 17.04.040 AND 17.28.50 OF THE WASHINGTON TERRACE MUNICIPAL CODE REGARDING INDOOR STORAGE FACILITIES**
- B. Deny the Request:**
- C. Continue the Item: TABLE TO ITEM FOR FURTHER DISCUSSION.**

**WASHINGTON TERRACE CITY
ORDINANCE 21-05**

COMMERCIAL ZONES AMENDED

**AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE, UTAH,
AMENDING CHAPTER 17.28 RELATING TO THE COMMERCIAL ZONE TO
INCLUDE INDOOR SELF-STORAGE AS A PERMITTED USE; MAKING
TECHNICAL CHANGES; SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, 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 and 10-8-60 authorizes the City to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables the City to regulate land use and development;

WHEREAS, after publication of the required notice, the Planning Commission held its public hearing on June 24, 2021, to take public comment on this Ordinance, and subsequently gave its recommendation to approve this Ordinance on June 24, 2021;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on July 20, 2021, and desires to act on this Ordinance;

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

Section 1: **Repealer.** Any word other, sentence, paragraph, or phrase inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: **Amendment.** Chapter 17.28, sections 17.28.040 and 17.28.050 of the *Washington Terrace Municipal Code* is hereby amended to read as follows.

**Chapter 17.28
Commercial Zones**

Sections:

17.28.040 Special Regulations.

17.28.050. Use Regulation.

17.28.040. Special Regulations.

1. Generally. The following general special use regulations apply to all permitted and conditional uses in the city:

- a. All manufacturing shall be performed within a completely enclosed building.
- b. All uses shall be free from excessive odor, dust, smoke, and/or noise.

WTC-ORD 21-05 Indoor Storage

- c. Conditional uses shall also comply with Chapter 17.68 entitled “Conditional Use” before such may be developed.
 - d. Any sexually oriented business shall comply with ordinance chapter 5.01 and 17.82
 - e. The use of alcohol at any commercial establishment shall conform to state and local law.
 - f. Where applicable, industry standards apply to commercial uses.
 - g. Landscaping shall comply with chapter 17.44.200
2. Car wash. The following special use regulations apply to car wash uses:
- a. One bay car wash, four spaces in the approach lane.
 - b. Two bay car wash, three spaces in the approach lane for each wash bay.
 - c. Three or more bay car wash, two spaces in the approach lane for each wash bay.
 - d. Storm water pollution and prevents control measures to be installed and maintained in accordance with the governing state permit and applicable local regulations.
 - e. Warning devices, coin operating warning devices shall so be regulated as not to be a nuisance to neighboring properties.
 - f. Vacuum mechanical devices shall be placed or positioned as not to be a nuisance or noise violation to neighboring properties.
 - g. Lighting shall comply with chapter 17.54
3. **All indoor self-storage facilities shall meet the following requirements:**
- 1. Location.**
 - a. Indoor self-storage facilities shall be a permitted use in the C-1 and C-2 zones only.**
 - 2. Design Requirements. The following design standards shall apply to indoor self-storage facilities permitted after the adoption of this ordinance:**
 - a. The maximum building footprint shall be 33,000 square feet; and**
 - b. At minimum, one main building entrance shall be provided at the ground floor level for customer access.**
 - c. The main building entrance shall front a primary street; and**
 - d. When fronting a primary street, the ground floor level shall contain a minimum of 25% building transparency. Each floor level above the ground floor level shall contain a minimum of 40% building transparency; and**
 - e. Buildings shall be surfaced with at least two exterior material variations and two exterior color variations, with at least 25% of the second material and second color applied to building areas visible from public street(s); and**
 - f. Twenty-four-hour security or camera surveillance shall be provided to customer accessible building interiors and exterior of facility; and**
 - g. Indoor self-storage units shall not be used for residential/living purposes, and shall not be used to operate as the primary use of a business; and**
 - h. Impervious surfacing (concrete, asphaltic concrete, or asphalt) shall be provided in all areas of established or anticipated traffic flows surrounding the building(s) and throughout the entire site, except where landscaping is required.**
 - i. animals are not permitted to be housed inside the storage facility.**

17.28.050. Use Regulation.

WTC-ORD 21-05 Indoor Storage

1. In the following list of possible uses, those designated in any zone as “Permitted” will be a permitted use. Uses designated a “Conditional” will be allowed only when authorized by a conditional use permit obtained as provided in Chapter 17.68 of this Zoning Ordinance. Uses designated as “None” is not allowed in that zone. Additionally, any use or proposed used that is not identified or designated by this chapter as either Permitted or Conditional is not permitted in any commercial zone.

Use	C-1	C-2
Accessory buildings and uses customarily incidental to a permitted use.	Permitted	Permitted
Altering, pressing, and repairing of wearing apparel	Permitted	Permitted
Ambulance base stations	Permitted	Permitted
Amusement enterprises, including seasonal or transient amusement	Conditional	Conditional
Animal / Vet care hospital	Permitted	Permitted
Antique, import or souvenir shop	Permitted	Permitted
Arcade	Conditional	Permitted
Art and artists supply store	Permitted	Permitted
Athletic and sporting goods store, excluding sale or repair of motor vehicles, motor boats, or motors	Permitted	Permitted
Athletic club or gym	Permitted	Permitted
Automobile repair including paint, body and fender, brake, muffler, upholstery or transmission work, provided conducted within a completely enclosed building	None	Conditional
Automobile, new or used, sales and service and on-line sales	Conditional	Conditional
Bakery with retail shop	Permitted	Permitted
Bank or financial Institution	Permitted	Permitted
Barber shop	Permitted	Permitted
Beauty and cosmetic business or school	Permitted	Permitted
Bed and breakfast inn	Conditional	Conditional
Bicycle sales and service	Permitted	Permitted
Boat sales and service	None	Conditional
Book store, retail	Permitted	Permitted
Bowling alley	None	Conditional
Cafe or cafeteria	Permitted	Permitted
Camera store	Permitted	Permitted
Candy store	Permitted	Permitted
Car wash, automatic or manual	Conditional	Conditional
Carbonated beverage or non-alcoholic beverage sales	Permitted	Permitted
Carpet, rug, floor covering, and linoleum sales and service	Permitted	Permitted
Cash advance establishments	None	Conditional
Cash register sales and service	Permitted	Permitted
Catering establishment	Permitted	Permitted

WTC-ORD 21-05 Indoor Storage

China, crystal and silver shop	Permitted	Permitted
Christmas tree sales	Permitted	Permitted
Church	Permitted	Permitted
Clothing and accessory store	Permitted	Permitted
Coin shop	Permitted	Permitted
Communication equipment building	Permitted	Permitted
Computer service, printing, and supplies	Permitted	Permitted
Convenience store	Permitted	Permitted
Costume and clothing rental	Permitted	Permitted
Dairy products store	Permitted	Permitted
Data processing or office machine services, sales, and supplies	Permitted	Permitted
Daycare, nursery, or preschool, Montessori schools	Conditional	Conditional
Delicatessen	Permitted	Permitted
Department store	Permitted	Permitted
Detective/security agency	Permitted	Permitted
Drapery and curtain store	Permitted	Permitted
Drug store/Pharmacy	Permitted	Permitted
Dry cleaning establishment	Permitted	Permitted
Educational institution	Permitted	Permitted
Electrical and heating appliances, fixtures, sales, and service	Conditional	Permitted
Electronic equipment sales and service	Permitted	Permitted
Employment agency	Permitted	Permitted
Fabric and textile store	Permitted	Permitted
Florist shop	Permitted	Permitted
Food truck sales	Permitted	Permitted
Fraternal organization	Permitted	Permitted
Fruit or vegetable stand	Permitted	Permitted
Furniture sales and repair	Permitted	Permitted
Garden supplies and plant material sales	Permitted	Permitted
Gift store	Permitted	Permitted
Glass sales and service	Permitted	Permitted
Golf course/ driving range	Permitted	Permitted
Government buildings or uses, non-industrial	Permitted	Permitted
Greenhouse and nursery, soil and lawn service	Conditional	Conditional
Grocery store	Conditional	Permitted
Grooming for cats and dogs	Permitted	Permitted
Gymnasium	Permitted	Permitted
Hardware store	Permitted	Permitted
Health club	Permitted	Permitted
Health food store	Permitted	Permitted
Hobby and crafts store	Permitted	Permitted

WTC-ORD 21-05 Indoor Storage

Hospital supplies	None	Permitted
Hotel	Conditional	Conditional
House cleaning	Permitted	Permitted
Ice cream parlor or ice sales	Permitted	Permitted
<u>Indoor self-storage facility</u>	<u>Permitted</u>	<u>Permitted</u>
Insurance agency, stock broker, or investments	Permitted	Permitted
Interior decorating and design establishment	Permitted	Permitted
Janitor service and supply	Permitted	Permitted
Jewelry store sales and services	Permitted	Permitted
Laboratory, dental or medical	Permitted	Permitted
Laundromat	Permitted	Permitted
Lawn mower and small engine equipment sales and service	Conditional	Permitted
Leather goods sales and service	Permitted	Permitted
Legal office	Permitted	Permitted
Library	Permitted	Permitted
Linen store	Permitted	Permitted
Liquor store;	Permitted	Permitted
Locksmith	Permitted	Permitted
Luggage store	Permitted	Permitted
Lumber yard and building material sales, retail only	None	Conditional
Manufacture of goods retailed on premises	Conditional	Conditional
Meat, fish, and seafood retail store	Permitted	Permitted
Miniature golf	Conditional	Conditional
Mortuary	None	Conditional
Motel	None	Conditional
Movie theater, indoor only	Conditional	Permitted
Museum	Permitted	Permitted
Music store	Permitted	Permitted
Needlework, embroidery, quilting, or knitting store	Permitted	Permitted
Newsstand	Permitted	Permitted
Novelty store, except adult novelties as per definition per sexual oriented businesses	Conditional	Permitted
Office where no goods are created, exchanged, or sold	Permitted	Permitted
Office supply store	Permitted	Permitted
Online office sales	Permitted	Permitted
Optometrist or optician office	Permitted	Permitted
Ornamental iron sales or repair	Conditional	Permitted
Paint or wallpaper store	Permitted	Permitted
Park and playground	Permitted	Permitted

WTC-ORD 21-05 Indoor Storage

Pet supply store, Grooming and Boarding	Conditional	Permitted
Photo studio and photo supplies	Permitted	Permitted
Physician or surgeon	Permitted	Permitted
Plumbing shop	Conditional	Permitted
Popcorn or nut shop	Permitted	Permitted
Post office	Permitted	Permitted
Printing, publishing, or reproductions sales and services	Permitted	Permitted
Public Building	Permitted	Permitted
Public utilities substation	Conditional	Conditional
Radio and television sales and service	Permitted	Permitted
Radio <u>or</u> television broadcasting station	Conditional	Conditional
Real estate agency	Permitted	Permitted
Reception center or wedding chapel	Conditional	Conditional
Recreation center	Conditional	Conditional
Rental equipment	Permitted	Conditional
Restaurant, no alcohol	Permitted	Permitted
Restaurant with alcohol	Conditional	Conditional
Restaurant, drive-in or drive-thru	Conditional	Permitted
Service station automobile, excluding painting, body, fender, and upholstery work.	Conditional	Permitted
Service station, automobile with car wash as accessory use	Conditional	Conditional
Sewing machine sales and repair	Permitted	Permitted
Shoe repair or shoe shine shop	Permitted	Permitted
Shoe Store	Permitted	Permitted
Spa and massage establishment	Permitted	Permitted
Supermarket	Permitted	Permitted
Tailor shop	Permitted	Permitted
Taxidermist	Permitted	Permitted
Telecommunication office	Permitted	Permitted
Television or satellite array store	Permitted	Permitted
Temporary building for uses incidental to construction work, such buildings shall be removed upon the completion of the construction work.	Permitted	Permitted
Thrift store	Conditional	Conditional
Tire sales and service	None	Conditional
Tobacco sales, smoke shop, or vapor shop	Conditional	Conditional
Toy store, retail	Permitted	Permitted
Trailer sales and service	None	Conditional
Travel agency	Permitted	Permitted
Upholstery shop	Permitted	Permitted

WTC-ORD 21-05 Indoor Storage

Vehicle rental	Conditional	Permitted
Vending booth	Permitted	Permitted
Window washing establishment	Permitted	Permitted

Section 3: Severability. If a court of competent jurisdiction determines that any part of this Ordinance is unconstitutional or invalid, then such portion of this Ordinance, or specific application of this Ordinance, shall be severed from the remainder, which remainder shall continue in full force and effect.

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

ADOPTED AND APPROVED on this ____ day of _____, 2021.

MARK C. ALLEN, Mayor,
Washington Terrace City

ATTEST:

AMY RODRIGUEZ, City Recorder

RECORDED this ____ day of _____, 2021.

PUBLISHED OR POSTED this ____ day of _____, 2021.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

AMY RODRIGUEZ, City Recorder

DATE: _____



City of Washington Terrace
Redevelopment Agency Meeting
Tuesday, July 20, 2021
following the Regular City Council Meeting
City Hall Council Chambers
5249 South 400 East, Washington Terrace City

1. **ROLL CALL**

2. **INTRODUCTION OF GUESTS**

3. **CONSENT ITEMS**

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

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM JUNE 15, 2021

4. **NEW BUSINESS**

**4.1 MOTION/RESOLUTION 21-20: PARTICIPATION AGREEMENT WITH
GOLDENWEST CREDIT UNION FOR THE SOUTHEAST
REDEVELOPMENT AND PROJECT AREA; BUILDING ONE**

**4.2 MOTION/RESOLUTION 21-21: PARTICIPATION AGREEMENT WITH
GOLDENWEST CREDIT UNION FOR THE SOUTHEAST
REDEVELOPMENT AND PROJECT AREA; BUILDING 2**

5. **COMMENTS CONSIDERED**

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

CERTIFICATE OF POSTING

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

For Packet Information, please visit our website at www.washingtonterracecity.org

City of Washington Terrace

Minutes of a Redevelopment Meeting

Held on June 15, 2021

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

Finance Director Shari Garrett

City Manager Tom Hanson

City Recorder Amy Rodriguez

Others Present

The meeting was held via zoom and live streamed on the City Facebook page.

1. ROLL CALL

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM MAY 18, 2021

Items 3.1 and 3.2 were approved by general consent.

4. NEW BUSINESS

4.1 MOTION/RESOLUTION 21-15: ADOPTION OF THE FISCAL YEAR 2022 BUDGET PLAN

Hanson stated that staff is asking for approval to budget as presented.

Motion by Board Member West

Seconded by Board Member Seal

To approve resolution 21-15

To adopt the Fiscal year 2022 Budget Plan

Approved unanimously (5-0)

Roll Call Vote

6. COMMENTS CONSIDERED

There were no comments considered.

7. ADJOURNMENT OF MEETING: CHAIR ALLEN

**Motion by Board Member West
Seconded by Board Member Brown
To adjourn the meeting
Approved unanimously (5-0)
Time: 7:37 P.M.**

Date Approved

City Recorder