



Regular City Council Meeting

Tuesday, June 20, 2023

5249 South 400 East

Washington Terrace, UT 84405

801.393.8681

www.washingtonterracecity.com

1. **WORK SESSION** 5:00 P.M.
Topics to include; but are not limited to:
 - Weber County Sheriff Special 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 6, 2023, COUNCIL MEETING MINUTES**
6. **CITIZEN COMMENTS**
This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.
7. **NEW BUSINESS**
 - 7.1 **PRESENTATION: ANNUAL STORM WATER REVIEW AND REPORT**
To ensure that the Council and public are aware of storm water practices and to ensure that SWMP remains effective, it is reviewed and reported on annually.
 - 7.2 **MOTION/ORDINANCE 23-06: AN ORDINANCE ADOPTING THE FRANCHISE AGREEMENT WITH CONNEXT INC. FOR CERTAIN FIBER OPTICS FACILITIES**
 - 7.3 **MOTION/ORDINANCE 23-07: AN ORDINANCE ADOPTING THE FRANCHISE AGREEMENT WITH ALL WEST/UTAH INC. FOR CERTAIN FIBER OPTICS FACILITIES**
 - 7.4 **MOTAION/ORDINANCE 23-08: AN ORDINANCE ADOPTING THE FRANCHISE**

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 on the Public Notice Website www.utah.gov/pmn/, The City website www.washingtonterracecity.com, City Hall located at 5249 South 400 East, and sent to the *Standard Examiner* at least 24 hours prior to the meeting. Amy Rodriguez, City Recorder.

AGREEMENT WITH UTAH TELECOMMUNICATION OPEN INFRASTRUCTURE AGENCY (UTOPIA) FOR CERTAIN FIBER OPTICS FACILITIES

7.5 DISCUSSION:TERRACE DAYS RECAP

A recap of the Terrace Days event that was held June 10,2023, to discuss events, planning, and lessons learned.

7.6 PRESENTATION: FRAUD RISK ASSESSMENT

The Council will receive the annual Fraud Risk Assessment developed by the State Auditor.

8. SPECIAL ORDER

Special orders will proceed as follows: Chair introduction of item, staff/applicant presentation, questions/comments by Council, Chair opens public hearing and invites citizens to comment on hearing; Chair closes hearing, final Council discussion.

8.1 PUBLIC HEARING: ENTERPRISE UTILITY FUND TRANSFER

To receive and consider comment on the City's practice of not charging itself for water, sewer, storm water, and refuse fees that are used in the delivery of City operated services.

9. NEW BUSINESS (CONT.)

9.1 PRESENTATION: ADDITION OF EXCAVATION/RIGHT OF WAY PERMIT FEE TO THE FEE SCHEDULE

9.2 MOTION/RESOLUTION 23-10: TO APPROVE THE BUDGET DOCUMENT FOR FISCAL YEAR 2024 FINAL BUDGET, FEE SCHEDULE; AND ADOPT THE COUNTY AUDITOR'S CERTIFIED PROPERTY TAX RATE

10. ADJOURN INTO RDA MEETING

11. COUNCIL COMMUNICATION WITH STAFF

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

12. ADMINISTRATION REPORTS

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

- **AMI Connections**
- **Council Retreat date change**

13. UPCOMING EVENTS

July 4th City Offices closed for Independence Day

- No Council Meeting

July 18th : City Council Meeting 6:00p.m.

July 24th: City Offices closed for Pioneer Day

July 27th: Planning Commission (tentative) 6:00p.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
- Discussion regarding deployment of security personnel, devices, or systems
- Strategy sessions to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimate value of the property

under consideration or prevent the public body from completing the transaction on the best possible terms.

15. ADJOURN THE MEETING

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City of Washington Terrace

Minutes of a Regular City Council meeting Held on June 6, 2023

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

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

Mayor Mark C. Allen
Council Member F. Carey Seal
Council Member Jeff West
Council Member Jill Christiansen
Council Member Scott Barker – excused
Council Member Randy Ferlin
Public Works Director Jake Meibos
City Manager Tom Hanson
City Recorder Amy Rodriguez

Others Present

Amy Miller, Kathleen and Jim Craynor, Michael Thomas, Zunayid Zishan, Phil Marchant

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 MAY 16, 2023, COUNCIL MEETING MINUTES

Items 4.1 and 4.2 were approved by general consent.

5. CITIZEN COMMENTS

Kathleen Craynor stated that she has tried to work with the City over the last seven years and stated that she has never been ashamed to live in the United States of America as she has living in Washington Terrace. She stated that it is poor policy of the City not to work or meet with her about her concerns about trying to get her bed and breakfast legal. She stated that she and her husband have tried to work with the City. She stated that the City Manager told her that if she lived in any other city, what she was doing with her property would be fine. Ms. Craynor asked for Council to clear up her issues. She stated that no one from the city will meet or talk with her. She stated that she is ashamed to live in Washington Terrace.

Amy Miller, with the United Methodist Church stated that the schools sent out 1000 fliers letting the children know about their free activities this summer. She stated that the church will be holding a rummage sale at the church on July 14th and 15th.

46 **6. NEW BUSINESS**

47 **6.1 PRESENTATION/DISCUSSION: CHANGES TO THE FISCAL YEAR 2023-2024**
48 **TENTATIVE BUDGET IN PREPARATION FOR FINAL BUDGET ADOPTION**

49 Hanson presented on changes to the Fiscal Year 2023-2024 Tentative Budget that was tentatively
50 approved on May 2, 2023.

51 Hanson highlighted the changes:

52
53 Website Services. Hanson stated that the pricing for our webservice has increased. He stated he was able to
54 negotiated to \$3,995.

55
56 Camera System. Hanson stated that he is working on details to obtain a camera system to broadcast
57 Council Meetings. He stated that there is a place-marker for \$2,600.

58
59 City Survey. Hanson stated that we were able to find a proposal for Qualtrics for \$12,000 set up and
60 \$6,000 annually. He stated that it is a program that we can use throughout the year for a variety of surveys.
61 Hanson stated that his goal is to have this system up and running by the end of summer.

62
63 Judge Salary. Hanson stated that we received the compensation range for the judge from the Office of the
64 Courts. He stated that the review had a requirement that we had to increase the projected salary.

65
66 **6.2 MOTION/RESOLUTION 23-12: A RESOLUTION APPROVING THE INTERLOCAL**
67 **AGREEMENT WITH WEBER BASIN WATER CONSERVANCY DISTRICT FOR**
68 **METERING TECHNOLOGY SUPPORT SERVICES**

69 Meibos stated that the interlocal agreement will allow us to transmit the AMI meter information
70 using Weber Basin towers. He stated that this will save up \$80,000 for installation and maintenance
71 of our own towers. Meibos stated that the fiscal impact is \$1000 a year. Meibos stated that we may
72 add an addition for use of their customer portals. Meibos stated that we are close to beginning
73 installation of the antennae.

74
75 **Motion by Council Member West**

76 **Seconded by Council Member Seal**

77 **To approve Resolution 23-12 approving the interlocal**

78 **With Weber Basin Water Conservancy District for Metering Technology Support**

79 **Approved unanimously (4-0)**

80 **Roll Call Vote**

81
82 **6.3 MOTION/RESOLUTION 23-05: POLICY AND PROCEDURES MANUAL**
83 **REVISIONS**

84 Rodriguez stated that changes to the Employee Policy and Procedures Manual must be brought before
85 Council for approval. One addition to the manual include the Fire Department holiday incentive stipend pay
86 schedule which was discussed in the Fire worksession and included in the budget documents.

87 Rodriguez stated that it is City policy that all employees complete and sign their timesheets for our payroll
88 records. She stated that the Fire Department uses a different time sheet system which is an electronic shift bid
89 program that keeps track of their shifts which the Fire Chief reviews, authorizes, and files with the Payroll
90 Department. The volunteers are not always in the station or available to sign before their time sheets are
91 filed. The Firefighters have access to the shared system and it is their responsibility to let the Fire Chief
92 know of any discrepancies. Rodriguez stated that we wanted to put the exemption to our policy for the fire
93 department explaining why the time cards are signed by the Fire Chief and not always the fire fighter. While

we were adding this exemption, we also clarified some language regarding the requirement to file completed time sheets in a timely manner to help with the payroll process. Rodriguez stated that part of the resolution includes an approval for the Fire Department Standard of Procedures (SOP) explaining the shift bid schedule and time card approval system, in which every firefighter will be made aware. When the firefighter signs in to select a shift, it is their electronic verification of their time. Rodriguez stated that any changes to the schedule must be approved by the Fire Chief before the system accepts the changes.

**Motion by Council Member Christiansen
Seconded by Council Member Ferlin
To approve Resolution 23-05
Approved unanimously (4-0)
Roll Call Vote**

**6.4 DISCUSSION: CONSIDERATION OF ENTERING A FRANCHISE AGREEMENT
WITH ALL WEST COMMUNICATION FOR FIBER OPTIC SERVICES**

Hanson stated that Phil Marchant, representing All West Communications, reached out to the city wanting a meeting to discuss the opportunity to receive permission to enter a franchise agreement to put fiber optics throughout the city. Hanson stated that the All West Communications company has been in operation since 1912, and have been doing fiber optic works in rural Utah. Hanson stated that All West Communications is working with South Ogden City at this time.

Hanson stated that he wanted to introduce the company to Council. He stated that allowing All West Communications does not negate anything with the Connex Fanchise Agreement. He stated that we do not have an exclusive agreement with Connex. Hanson stated that we will protect city and private infrastructure. Hanson would like to allow All West Communications into the City. Hanson noted that there is a pre-con meeting with Connex for this week.

Marchant stated that the agreement would be to lay conduit and lay fiber optics throughout the City. He stated that they are interested in laying fiber throughout the entire city. He stated that they would like to start laying fiber with South Ogden, anticipating that the build out will take around 9 months. He stated that they would like to have everything done within twelve months. He stated that they have 100 gig trunks going into Provo and another 100 gig trunks going into Denver so there is redundancy. Marchant stated that residential one gig should be about \$65.00 per month to customers. Marchant stated that there is no charge to bring a drop into someone's area while they are in the area. They will wave the install fee of \$150.00. He stated that all their lines are underground. He stated that a cabinet will handle between 400-500 homes. He stated that there will be a ground level vault in front of homes and there will be a splice box that will go to several homes, with individual fiber going into individual homes.

Hanson asked if Marchant anticipates any challenges working with Connex. Marchant stated that they bury their own conduit and does not conduit- share. He stated that they have a good reputation of maintaining their fiber. He stated that it would be good competition with Connex, and Comcast as well. Hanson stated that we do not allow micro-trenching within the City.

Mayor Allen stated that the meeting with All West Communications went well and he recommends considering entering a franchise agreement with them. Hanson stated that the franchise agreement has been vetted by legal. Hanson stated that franchise agreements and telecommunications supports city operations through franchise fees and taxes.

7. COUNCIL COMMUNICATION WITH STAFF

Council Member West asked if there is an update on the proposed storage facility. Hanson stated That we have reached out to the owners and they have been unresponsive. Council Member West stated that the property needs to be maintained, as weeds are beginning to grow. Meibos stated that phase two of the pickleball courts is in change orders right now, and we are expecting

to have work completed soon. He stated that he anticipates work beginning after Terrace Days. Council Member West stated that some of the yards are a mess. He stated that he would like for us to find it in the budget to hire another person to help with compliance. Hanson stated that we have the capacity and it is starting to show that we need help with code compliance. Hanson stated that he will work with the team to move forward to finding someone.

Council Member Christiansen agrees that we need to have a more proactive approach on the code enforcement issue and get ahead of the issues.

Mayor Allen stated that he has texted Seaman pictures and addresses of properties and Seaman has responded that he is working on the code enforcement issues. He encourages Council to text Seaman problem locations. Hanson stated that Seaman's phone number is 801-564-0897.

Mayor Allen stated that baseball is wrapping up this week and then we will get ready for football. Council Member West stated that he has heard from several parents on how well the programs have been run this year.

8. ADMINISTRATION REPORTS

Hanson suggested that Council meet to pick up their golf carts at 4:00 p.m. in order to be ready for the parade. Hanson stated that staff will be meeting tomorrow afternoon to discuss details. Hanson will request carts with multi-seats.

Mayor Allen stated that he has the mustang convertible lined up for the Grand Marshall. A driver is needed.

Hanson stated that he is watching the weather and all looks fine for the movie and Terrace Days. Council Member Christiansen stated that the biking team is ready and excited to bike at the parade.

9. UPCOMING EVENTS

June 9-10th TERRACE DAYS!

June 19th: City Offices closed for National Freedom Day

June 20th: City Council Meeting Work Session 5:00 p.m.

June 20th: City Council Meeting 6:00 p.m.

10. ADJOURN THE MEETING

**Motion by Council Member West
Seconded by Council Member Christiansen
To adjourn the meeting
Approved unanimously (4-0)
Time: 7:14p.m.**

Date Approved

City Recorder

City Council Staff Report



Author: Tanon Mathews

Subject: Annual Stormwater Program Review and Report

Date: 6/20/2023

Type of Item: Report

Summary: Annual report/notification

Description:

A. Topic:

The City of Washington Terrace's stormwater program is governed by the City Storm Water Management Plan (SWMP). The SWMP regulates the City's response to the 6 Minimum Control Measures (MCMs) mandated by the state of Utah in the General Permit for Discharges from Small MS4s. These MCMs are as follows:

- a. Public Education and Outreach on Storm Water Impacts
- b. Public Involvement/Participation
- c. Illicit Discharge Detection and Elimination
- d. Construction Site Storm Water Runoff Control
- e. Long-Term Storm Water Management in New Development and Redevelopment (Post-Construction Storm Water Management)
- f. Pollution Prevention and Good Housekeeping for Municipal Operations

B. Background:

To ensure that the City Council and public are aware of stormwater practices and to ensure that the SWMP remains effective, it is reviewed annually and a report made.

C. Analysis:

After review, no changes have been made to the SWMP in the current fiscal year. However, revisions in format and content are under consideration and would be projected to be complete in 2024. While management practices are not expected to change significantly, the projected SWMP redesign would enable more intuitive access to those managing practices by the public, City staff, and regulatory officials.

D. Fiscal Impact:

There is no additional fiscal impact associated with this report.

E. Department Review: Public Works

This review was performed by Tanon Mathews: Environmental and GIS Specialist.

The current SWMP can be found on the City Website:
www.washingtonterracecity.com/storm-water

City Council Staff Report



Author: Tom Hanson
Subject: Fiber Franchise Agreements
Date: June 20, 2023
Type of Item: Discussion / Action

ADMINISTRATION

Summary: Franchise agreements have been submitted for approval for three different projects. 1) Connex (city wide) franchise agreement received edits to the original agreement and is set for final approval. 2) All West Communication (city wide) has also submitted a request for a franchise agreement. The agreement has been vetted and is set for approval. 3) UTOPIA made a request for a franchise agreement for a one-off project that will run fiber to Weber County School District. All agreements have been vetted with legal and are set for council approval.

Description:

- A. **Topic:** Approval of three distinct Franchise Agreements for the installation of fiberoptic infrastructure.
- B. **Background:** Connex, All West Communication, and UTOPIA have submitted their franchise agreements for final approval. Connex and All West have proposed city-wide projects, while UTOPIA's installation is intended for the Weber School District as a single customer. Each agreement has undergone individual review, editing, and approval by our legal team.
- C. **Analysis:** Staff is of the opinion that the franchise agreements will provide protection to the city both in the short term during the installation phase and in the long run after the project's completion. It is recommended to review each agreement independently and approve them separately. The language used in these agreements is fair, equitable, and designed to safeguard the city to the best of our ability, minimizing potential liabilities.

Department Review: Alternatives:

- A. **Approve the Request:** Allows for the installation of fiber infrastructure following staff review, permitting and strategic planning of the installation process.
- B. **Deny the Request:** Denying the request will delay the installation process. According to FCC guidelines, the city is required to approve the installation of fiber infrastructure. However, the FCC allows for guidelines and procedures on how the installation will proceed.
- C. **Continue the Item:** Delay installation of infrastructure.

**CITY OF WASHINGTON TERRACE
ORDINANCE 23-06**

FRANCHISE AGREEMENT – CONNEXT

**AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE, UTAH,
ADOPTING THE FRANCHISE AGREEMENT WITH CONNEXT, INC.,
FOR CERTAIN FIBER OPTIC FACILITIES; SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, Connex, Inc., (“Franchisee”) is a corporation that provides fiber and telecommunications services as defined by state law;

WHEREAS, *Utah Code Annotated* §10-8-84 and 10-8-60 allow municipalities in the State of Utah 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, *Utah Code Annotated* §10-8-11 authorizes the City to regulate the use of streets, alleys, avenues, sidewalks, crosswalks, parks and public grounds, prevent and remove obstructions and encroachments thereon;

WHEREAS, Franchisee desires to construct fiber and telecommunication facilities within the public right-of-way within the City and proposes the attached Franchise Agreement;

WHEREAS, the City has adopted Chapter 15.12 and Chapter 3.08 of the Washington Terrace Municipal Code to govern Franchise Agreements and the Telecommunications Service Provider Tax, and the City has regulations governing excavation and standards for construction in the public right-of-way;

WHEREAS, the public interest is served by the Franchise Agreement adopted and incorporated herein;

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

Section 1: Adoption. The Mayor is authorized to finalize and execute the terms of the Franchise Agreement incorporated herein by this reference as set forth in Exhibit “A” attached hereto.

Section 2: 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 3: Effective date. This Ordinance take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2023.

MARK ALLEN, Mayor

ATTEST:

AMY RDRIGUEZ, City Recorder

RECORDED this ____ day of _____, 2023.

PUBLISHED OR POSTED this ____ day of _____, 2023.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated '10-3-713, 1953 as amended, I, the City Recorder of Washington Terrace City, hereby certify that foregoing Ordinance was duly passed and adopted, published, and/or posted as provided by state law.

City Recorder

DATE: _____

FRANCHISE AGREEMENT
WASHINGTON TERRACE CITY, UTAH

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between WASHINGTON TERRACE CITY, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 5249 S, Southpoint Dr Washington Terrace, Utah, 84405, and Connex Networks LLC (hereinafter "Franchisee"), a Limited Liability Company with its principal offices at 2655 G Avenue, Ogden, Utah, 84401.

WITNESSETH:

WHEREAS, FRANCHISEE desires to provide telecommunications services, as more particularly defined in the "Municipal Telecommunications License Tax Act," (the "Act"), Utah Code Ann. §§10-1-401, et seq., as amended, and establish a telecommunications network, system and/or facilities in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Chapter [3.08 entitled "Telecommunications Service Providers Tax"](#) of the Washington Terrace Municipal Code (hereinafter the "Telecommunications Ordinance") which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in the exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY.

NOW, THEREFORE, In consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and FRANCHISEE agree as follows:

AGREEMENT

ARTICLE 1. FRANCHISE AGREEMENT AND ORDINANCE.

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE.

1.2 Ordinance. The CITY has adopted the Telecommunications Ordinance, and the FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with the Telecommunications Ordinance. The parties agree that the provisions and requirements of the Telecommunications Ordinance are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Telecommunication Ordinance. The definitions in the Telecommunications Ordinance shall apply herein unless a different meaning is set forth in Utah Code Section 10-1-401, et seq., (“the Act”) or as otherwise indicated. Nothing in this Section shall be deemed to require FRANCHISEE to comply with any provision of the Telecommunications Ordinance which is determined to be unlawful or beyond the CITY's authority.

1.3 Ordinance Amendments. The CITY reserves the right to amend the Telecommunications Ordinance at any time. Provided, however, CITY shall not enact any amendments to the Telecommunications Ordinance that will adversely impact FRANCHISEE without allowing FRANCHISEE 30 days, or such longer time as is necessary if 30 days is insufficient, in which to comply with the amendment. The CITY shall give FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between FRANCHISEE's rights and obligations under the Telecommunications Ordinance as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, FRANCHISEE agrees to comply with any such amendments. Failure of the CITY to give notice to FRANCHISEE on any amendment to the municipal code that may affect the FRANCHISEE is not deemed to invalidate this Agreement, and the parties will resolve any disputes that may arise from such amendments in favor of maintaining this Agreement.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon FRANCHISEE the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network In, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged In such business to utilize FRANCHISEE's System within the CITY for such

purposes; or (2) from providing such service in the future if an appropriate franchise is obtained from the City and all other legal requirements have been satisfied.

1.5 Licenses. FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Telecommunication Ordinance.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2, FRANCHISE FEE.

2.1 Franchise Fee. For the Franchise granted herein, FRANCHISEE shall pay to the CITY a tax in accordance with the Act, as may be amended, less any business license fee or business license tax enacted by the CITY, in an amount equal to the highest amount allowed by state law. All payments shall be made to the Utah State Tax Commission or as otherwise provided by state law.

2.2 Equal Treatment. CITY agrees any fees or taxes charged to FRANCHISEE under this Agreement shall be of the same nature and calculation of fees or tax currently charged or charged in the future to other similarly situated entities, except where otherwise expressly provided by law.

ARTICLE 3. TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to FRANCHISEE shall be for a period of fifteen (15) years commencing on the first day of the month following this Agreement unless this Franchise be sooner terminated as herein provided. At the end of the initial fifteen (15) year term of this Agreement, the franchise granted herein may be renewed by FRANCHISEE upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of FRANCHISEE's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of FRANCHISEE Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between FRANCHISEE and the CITY, or by revocation or forfeiture, FRANCHISEE shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of FRANCHISEE, immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected. In the event that FRANCHISEE fails to remove any facilities under this Agreement such shall be deemed abandoned to the CITY.

ARTICLE 4. POLICE POWERS.

The CITY expressly reserves, and FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, In addition to provisions herein contained, such ordinances and rules and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of Its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY.

5.1 Meet to Confer. FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination, and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way FRANCHISEE conducts its business and the way the CITY regulates the business. in recognition of the present state of uncertainty respecting these matters, FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, In view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Ordinance is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, Including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain In full force and effect for the term of this

Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Ordinance, and the City's Excavation Permit Policy. For FRANCHISEE, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Ordinance, and the CITY's Excavation Permit Policy.

Article 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES.

6.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided, upon ninety (90) days prior notice, for any of the following reasons:

(a) FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) FRANCHISEE, by actor omission, materially violates a material duty herein set forth in any particular provision within FRANCHISEE's control, and with respect to which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving FRANCHISEE notice of such determination; FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90—day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of FRANCHISEE; or

FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by FRANCHISEE within sixty (60) days.

6.2 Reserved Rights. Nothing contained herein shall be deemed to preclude FRANCHISEE from pursuing any legal or equitable rights or remedies It may have to challenge the action of the CITY.

6.3 Remedies at Law. In the event FRANCHISEE or the CITY fails to fulfill any of Its respective obligations under this Agreement, the CITY or FRANCHISEE, whichever the case may be, may assert a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and FRANCHISEE relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and costs through all levels of action Incurred by the prevailing party.

6.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall inure solely to the benefit of the CITY and FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed In any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

6.5 Assignment. This Agreement may not be assigned by FRANCHISEE except to a wholly owned subsidiary of FRANCHISEE without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 7. PARTIES' DESIGNEES.

7.1 CITY designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Ordinance, all notices from FRANCHISEE to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at:

City Manager
5249 S. South Pointe Drive
Washington Terrace, Utah 84405

or such other officer and address as the CITY may designate by written notice to FRANCHISEE.

7.2 FRANCHISEE Designee and Address. FRANCHISEE's Executive Director or his or her designee(s) shall serve as FRANCHISEE'S representative regarding administration of this Agreement. Unless otherwise specified herein or in the Telecommunications Ordinance, all notices from the CITY to FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE's offices at

David Brown
Member Manager
2655 G Avenue
Ogden, Utah 84401

or such other officer and address as FRANCHISEE may designate by written notice to the CITY.

7.3 Failure of Designee. The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppels by the CITY or FRANCHISEE.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance. The evidence may consist of a statement that FRANCHISEE is effectively self-Insured if FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and all Insurance, whether purchased by FRANCHISEE from a commercial carrier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage designating Washington Terrace City as insured party with coverage limit of \$2,000,000. .

8.2 Indemnification. FRANCHISEE agrees to indemnify, defend and hold the CITY and its governing body, officers, employees, contractors, and agents harmless from and against any and all claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorney's fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit FRANCHISEE to assume

the defense of such with counsel of FRANCHISEES' choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, FRANCHISEE shall not be obligated to indemnify, defend, or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 9. INSTALLATION AND SERVICE

9.1 Coordinated installation. To prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made at the same time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

9.2 Underground Installation. Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all its underground facilities in accordance with CITY Ordinances regarding the undergrounding of utility lines, in effect at the time this Agreement Is entered into and as subsequently amended during the term of this Agreement.

9.3 Aerial Installation: Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all its aerial facilities in accordance with code requirements regarding the installation of aerial utility lines and pole attachment agreement terms, In effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

9.4 CITY Approval and Costs. FRANCHISEE shall not perform any work within CITY rights-of-way without having first obtained a written permit from the CITY authorizing such work. The FRANCHISEE shall reimburse the CITY for the actual CITY costs incurred for engineering, inspections, legal review related to the adoption of this FRANCHISE or the permitting of any work under this Agreement.

9.5 CITY Properties. FRANCHISEE hereby agrees to install, connect, and maintain service to any CITY properties that the CITY requests serve be provided at no cost in consideration of

occasional promotion of the services provided by FRANCHISE by CITY platforms as coordinated by the parties.

9.6 Conditions of Occupancy. The facilities installed by the FRANCHISEE under this Agreement hereof shall be located so as to cause a minimum of interference with the proper use of the Right-of-Way and with the rights and reasonable convenience of property owners who own property that adjoins any of such Right-of-Way.

9.7 Restoration of Public Ways. If during the construction, operation, or Maintenance of the facilities there occurs a disturbance of any Right-of-Way by the FRANCHISEE, the FRANCHISEE shall replace and restore the Right-of-Way at the expense of FRANCHISEE and to a condition reasonably comparable to the condition of the Right-of-Way existing immediately prior to such disturbance and in a manner reasonably approved by the CITY. Where there is a dispute in restoration the parties agree to mediate such. FRANCHISEE is responsible for the costs of any damage that occurs to CITY facilities during the initial installation of any facilities, or any service or operation to the same. FRANCHISEE shall provide a \$100,000 umbrella A-rated bond beginning at the commencement of first construction and valid for a minimum of three (3) years following the completion of the project. FRANCHISEE shall notify CITY of the date of completion.

9.8 Relocation for the CITY. Upon receipt of reasonable advance written notice from CITY to FRANCHISEE, to be not less than five (5) business days in the event of a temporary relocation and no less than ten (10) business days for a permanent relocation, the FRANCHISEE shall, at its own expense except as provided by law or entitlement, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Right-of-Way, any property of the FRANCHISEE when lawfully required by the CITY by reason of traffic conditions, public safety, street abandonment, street construction, change or establishment of street grade, installation of sewers, drains, gas, water lines, power lines, or other utility infrastructure, or any other type of public structures or improvements which are not used to compete with the services provided by FRANCHISEE.

9.10 Relocation for a Third Party. The FRANCHISEE shall, on the request of any utility or owner holding a lawful permit issued by the CITY to protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Right-of-Way as necessary any property of the FRANCHISEE, provided: (1) the expense

of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (2) the

Grantee is given reasonable advance written notice to prepare for such changes.

For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

9.11 Safety Requirements. Construction, operation, and maintenance of any facilities of the FRANCHISEE shall be performed in an orderly and workmanlike manner. All such work shall be performed in accordance with generally applicable federal, state, and local regulations and the applicable codes and standards. The facilities of the FRANCHISEE shall not endanger or unreasonably interfere with the safety of a persons or property in the CITY.

9.12 Access to Open Trenches. The CITY may include the FRANCHISEE in the platting process for any new subdivision. At a minimum, the CITY may require as a condition of issuing a permit for open trenching to any utility or developer that: (1) the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench; and (2) that the utility or developer provide the Grantee with reasonable access to the open trench.

9.13 Technical Standards. The FRANCHISEE is responsible to ensure that its facilities are designed, installed, and operated in a manner that fully complies with applicable FCC rules and regulations.

9.14 Customer Service Standards. FRANCHISEE agrees to provide prompt and responsive customer services to customers in the CITY and notify users of hours of operation for customer service and applicable contact numbers, including emergency contracts for outages or other emergencies. FRANCHISEE agrees to use responsive trained representatives to manage customer accounts, cancellations, and handle complaints. FRANCHISEE shall provide written information to customers about services offered, installation service requirements, installation timeline, and any installation cost to a customer. All billing statements from the FRANCHISEE to any customer shall be concise and understandable. FRANCHISEE shall not bill customers for extended service interruptions in accordance with a policy adopted by the FRANCHISEE for the same.

ARTICLE 10. GENERAL PROVISIONS

10.1 Binding Agreement. The parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and (b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to its operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

10.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law and jurisdiction and venue for any legal action pertaining to this Agreement shall be in the Second District Court, Weber County, State of Utah.

10.3 Immunity. Nothing in this Agreement shall be construed to limit or waive any immunity that the CITY is afforded by law or otherwise.

10.4 Time of Essence. Time shall be of the essence of this Agreement.

10.5 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require It, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include the other gender. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.6 No Presumption. Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.7 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the

parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

SIGNED AND ENTERED INTO On the _____ day of _____, 20__.

FOR WASHINGTON TERRACE CITY:

Mark Allen, Mayor

ATTEST:

Amy Rodriguez, City Recorder

STATE OF UTAH)
 : ss,
COUNTY OF WEBER)

On the _____ day of _____, 20__, personally appeared before me MARK ALLEN, and AMY RODRIGUEZ, who being by me duly sworn did say, each for himself that he, the said MARK ALLEN, is the Mayor of Washington Terrace City, Weber County, State of Utah and that she, the said AMY RODRIGUEZ, is the City Recorder of Washington Terrace City, and that the within and foregoing instrument was signed on behalf of the said Washington Terrace City by authority of the City Council of Washington Terrace City and said MARK ALLEN, and AMY RODRIGUEZ, each duly acknowledged to me that the said Washington Terrace City executed the same and that the seal affixed is the seal of the said Washington Terrace City.

Notary Signature

FRANCHISEE

Connex Networks

Authorized Signature

David Brown

Printed Name

Member Manager

Title

STATE OF UTAH)

:ss

COUNTY OF WEBER)

On this 1st day of April, 2021, David Brown personally appeared before me _____
_____ who being by me duly sworn did say that he/she is the Member Manager of Connex
t Networks, a LLC corporation/partnership, and that Connex t Networks is the legal property
owner of record of the property subject to this Agreement and that the foregoing Agreement was
signed in behalf of said corporation/partnership by authority of its Board of Directors/by-laws,
and he/she acknowledged to me that said corporation/partnership executed the same.

Notary Signature

**CITY OF WASHINGTON TERRACE
ORDINANCE 23-07**

FRANCHISE AGREEMENT – ALL WEST

**AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE, UTAH,
ADOPTING THE FRANCHISE AGREEMENT WITH ALL WEST/UTAH
INC., FOR CERTAIN FIBER OPTIC FACILITIES; SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, All West/Utah, Inc., (“Franchisee”) is a corporation that provides fiber and telecommunications services as defined by state law;

WHEREAS, *Utah Code Annotated* §10-8-84 and 10-8-60 allow municipalities in the State of Utah 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, *Utah Code Annotated* §10-8-11 authorizes the City to regulate the use of streets, alleys, avenues, sidewalks, crosswalks, parks and public grounds, prevent and remove obstructions and encroachments thereon;

WHEREAS, Franchisee desires to construct fiber and telecommunication facilities within the public right-of-way within the City and proposes the attached Franchise Agreement;

WHEREAS, the City has adopted Chapter 15.12 and Chapter 3.08 of the Washington Terrace Municipal Code to govern Franchise Agreements and the Telecommunications Service Provider Tax, and the City has regulations governing excavation and standards for construction in the public right-of-way;

WHEREAS, the public interest is served by the Franchise Agreement adopted and incorporated herein;

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

Section 1: **Adoption.** The Mayor is authorized to finalize and execute the terms of the Franchise Agreement incorporated herein by this reference as set forth in Exhibit “A” attached hereto.

Section 2: **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 3: Effective date. This Ordinance take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2023.

MARK ALLEN, Mayor

ATTEST:

AMY RDRIGUEZ, City Recorder

RECORDED this ____ day of _____, 2023.

PUBLISHED OR POSTED this ____ day of _____, 2023.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated '10-3-713, 1953 as amended, I, the City Recorder of Washington Terrace City, hereby certify that foregoing Ordinance was duly passed and adopted, published, and/or posted as provided by state law.

City Recorder

DATE: _____

**FRANCHISE
AGREEMENT
WASHINGTON TERRACE
CITY, UTAH**

THIS FRANCHISE AGREEMENT (hereinafter "Agreement") is entered into by and between WASHINGTON TERRACE CITY, Utah (hereinafter "CITY"), a municipal corporation and political subdivision of the State of Utah, with principal offices at 5249 South 400 East, Utah, 84405, and All West/Utah, Inc. (hereinafter "Franchisee"), a Utah corporation with its principal offices at 50 West 100 North, Kamas, UT 84036.

WITNESSETH:

WHEREAS, FRANCHISEE desires to provide telecommunications services, as more particularly defined in the "Municipal Telecommunications License Tax Act," (the "Act"), Utah Code Ann. §§10-1-401, et seq., as amended, and establish a telecommunications network, system and/or facilities in, under, along, over and across present and future rights-of-way of the CITY; and

WHEREAS, the CITY has enacted Title 7, Chapter 4 of the Revised Municipal Codes of Washington Terrace City (hereinafter the "Telecommunications Municipal Code" or "Municipal Code") which governs the application and review process for Telecommunication Franchises in the CITY; and

WHEREAS, the CITY, in the exercise of its management of public Rights-of-Way, believes that it is in the best interest of the public to provide FRANCHISEE a nonexclusive franchise to operate a telecommunications network in the CITY;

WHEREAS, the CITY has adopted Chapter 15.12 of the Washington Terrace Municipal Code (hereafter "Municipal Code") to govern Franchise Agreements and Chapter 3.08 of the Municipal Code governing Telecommunications Service Provider Tax;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the CITY and FRANCHISEE agree as follows:

AGREEMENT

ARTICLE 1. FRANCHISE AGREEMENT AND MUNICIPAL CODE

1.1 Agreement. Upon execution by the parties, this Agreement shall be deemed to constitute a contract by and between CITY and FRANCHISEE.

1.2 Municipal Code. The CITY has adopted Chapter 15.12 of the Municipal Code to govern Franchise Agreements and Chapter 3.08 of the Municipal Code governing Telecommunications Service Provider Tax (“Municipal Code”), which is attached to this Agreement as Exhibit "A" and incorporated herein by reference. CITY has adopted various excavation regulations and standards governing construction in the public right-of-way that FRANCHISEE shall follow. FRANCHISEE acknowledges that it has had an opportunity to read and become familiar with the Municipal Code. The parties agree that the provisions and requirements of the Municipal Code are material terms of this Agreement, and that each party hereby agrees to be contractually bound to comply with the terms of the Municipal Code. The definitions in the Municipal Code shall apply herein unless a different meaning is set forth in the Act or is otherwise indicated. Nothing in this Section shall be deemed to require FRANCHISEE to comply with any provision of the Telecommunications Municipal Code which is determined to be unlawful or beyond the CITY's authority.

1.3 Municipal Code Amendments. The CITY reserves the right to amend the Municipal Code at any time. Provided, however, CITY shall not enact any amendments to the Municipal Code that will adversely impact FRANCHISEE without allowing FRANCHISEE 30 days, or such longer time as is necessary if 30 days is insufficient, in which to comply with the amendment. The CITY shall give FRANCHISEE notice and an opportunity to be heard concerning any proposed amendment. If there is any inconsistency between FRANCHISEE's rights and obligations under the Municipal Code as amended and this Agreement, the provisions of this Agreement shall govern during its term. Otherwise, FRANCHISEE agrees to comply with any such amendments.

1.4 Franchise Description. The Telecommunications Franchise provided hereby shall confer upon FRANCHISEE the nonexclusive right, privilege, and franchise to construct and maintain a telecommunications network in, under, above and across the present and future public Rights-of-Way in the City. The franchise does not grant to FRANCHISEE the right, privilege or authority to engage in community antenna (or cable) television business; although, nothing contained herein shall preclude FRANCHISEE from: (1) permitting those with a cable franchise who are lawfully engaged in such business to utilize FRANCHISEE's System within the CITY for such purposes; or (2) from providing such service in the future if an appropriate franchise is obtained from the City and all other legal requirements have been satisfied.

1.5 Licenses. FRANCHISEE acknowledges that it has obtained the necessary approvals, licenses or permits required by federal and state law to provide telecommunication services consistent with the provisions of this Agreement and with the Municipal Code.

1.6 Relationship. Nothing herein shall be deemed to create a joint venture or principal-agent relationship between the parties and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with each other.

ARTICLE 2. FRANCHISE FEE

2.1 Franchise Fee. For the Franchise granted herein, FRANCHISEE shall pay to the CITY a tax in accordance with the maximum amount set forth in the Municipal Telecommunications License Tax Act (Utah Code Ann. 10-1-401 to 10-1- 410 as amended from time to time), less any business license fee or business license tax enacted by the CITY. All payments shall be made to the Utah State Tax Commission, and sent as follows:

Utah State Tax
Commission 210 North
1950 West
Salt Lake City, Utah 84134

2.2 Equal Treatment. CITY agrees any fees or taxes charged to FRANCHISEE under this Agreement shall be of the same nature and calculation of fees or tax currently charged or charged in the future to other similarly situated entities.

ARTICLE 3. TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to FRANCHISEE shall be for a period of ten (10) years commencing on the first day of the month following this Agreement, unless this Franchise be sooner terminated as herein provided. At the end of the initial ten (10) year term of this Agreement, the franchise granted herein may be renewed by FRANCHISEE upon the same terms and conditions as contained in this Agreement for an additional five (5) year term, by providing to the CITY's representative designated herein written notice of FRANCHISEE's intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.

3.2 Rights of Franchisee Upon Expiration or Revocation. Upon expiration of the franchise granted herein, whether by lapse of time, by agreement between FRANCHISEE and the CITY, or by revocation or forfeiture, FRANCHISEE shall have the right to remove from the Rights-of-Way any and all of its System, but in such event, it shall be the duty of FRANCHISEE, Immediately upon such removal, to restore the Rights-of-Way from which such System is removed to as good condition as the same was before the removal was effected.

ARTICLE 4. POLICE POWERS

The CITY expressly reserves, and FRANCHISEE expressly recognizes, the CITY's right and duty to adopt, from time to time, in addition to provisions herein contained, such Municipal Codes and regulations as the CITY may deem necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties.

ARTICLE 5. CHANGING CONDITIONS AND SEVERABILITY

5.1 Meet to Confer. FRANCHISEE and the CITY recognize that many aspects of the telecommunication business are currently the subject of discussion, examination, and inquiry by different segments of the industry and affected regulatory authorities and that these activities may ultimately result in fundamental changes in the way FRANCHISEE conducts its business and the way the CITY regulates the business. In recognition of the present state of uncertainty respecting these matters, FRANCHISEE and the CITY each agree, upon request of the other during the term of this Agreement, to meet with the other and discuss in good faith whether it would be appropriate, in view of developments of the kind referred to above during the term of this Agreement, to amend this Agreement or enter into separate, mutually satisfactory arrangements to effect a proper accommodation of any such developments.

5.2 Severability. If any section, sentence, paragraph, term or provision of this Agreement or the Municipal Code is for any reason determined to be or rendered illegal, invalid, or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. If the invalidated portion is considered a material consideration for entering into this Agreement, the parties will negotiate, in good faith, an amendment to this Agreement. As used herein, "material consideration" for the CITY is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage the Rights-of-Way in a manner similar to that provided in this Agreement, the Municipal Code, and the City's Excavation Permit Policy. For FRANCHISEE, "material consideration" is its ability to use the Rights-of-Way for telecommunication purposes in a manner similar to that provided in this Agreement, the Municipal Code, and the CITY's Excavation Permit Policy.

ARTICLE 6. EARLY TERMINATION, REVOCATION OF FRANCHISE AND OTHER REMEDIES

6.1 Grounds for Termination. The CITY may terminate or revoke this Agreement and all rights and privileges herein provided, upon ninety (90) days prior notice, for any of the following reasons:

(a) FRANCHISEE fails to make timely payments of the franchise fee as required under Article 2 of this Agreement and does not correct such failure within sixty (60) calendar days after written notice by the CITY of such failure;

(b) FRANCHISEE, by act or omission, materially violates a material duty herein set forth in any particular provision within FRANCHISEE's control, and with respect to

which redress is not otherwise herein provided. In such event, the CITY, acting by or through its CITY Council, may determine, after hearing, that such failure is of a material nature, and thereupon, after written notice giving FRANCHISEE notice of such determination; FRANCHISEE, within sixty (60) calendar days of such notice, shall commence efforts to remedy the conditions identified in the notice and shall have ninety (90) calendar days from the date it receives notice to remedy the conditions. After the expiration of such 90-day period and failure to correct such conditions, the CITY may declare the franchise forfeited and this Agreement terminated, and thereupon, FRANCHISEE shall have no further rights or authority hereunder; provided, however, that any such declaration of forfeiture and termination shall be subject to judicial review as provided by law, and provided further, that in the event such failure is of such nature that it cannot be reasonably corrected within the 90-day time period provided above, the CITY shall provide additional time for the reasonable correction of such alleged failure if the reason for the noncompliance was not the intentional or negligent act or omission of FRANCHISEE; or

(c) FRANCHISEE becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its facilities should be sold under an instrument to secure a debt and is not redeemed by FRANCHISEE within sixty (60) days.

6.2 Reserved Rights. Nothing contained herein shall be deemed to preclude FRANCHISEE from pursuing any legal or equitable rights or remedies it may have to challenge the action of the CITY.

6.3 Remedies at Law. In the event FRANCHISEE or the CITY fails to fulfill any of its respective obligations under this Agreement, the CITY or FRANCHISEE, whichever the case may be, may assert a breach of contract claim and remedy against the other, in addition to any other remedy provided herein or by law; provided, however, that no remedy that would have the effect of amending the specific provisions of this Agreement shall become effective without such action that would be necessary to formally amend the Agreement. In the event of any controversy, claim or action being filed or instituted between the CITY and FRANCHISEE relating to or arising out of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and costs through all levels of action incurred by the prevailing party.

6.4 Third Party Beneficiaries. The benefits and protection provided by this Agreement shall insure solely to the benefit of the CITY and FRANCHISEE. This Agreement shall not be deemed to create any right in any person who is not a party and shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party (other than the permitted successors and assigns of a party hereto).

6.5 Assignment. This Agreement may not be assigned by FRANCHISEE except to a wholly owned subsidiary of FRANCHISEE without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 7. PARTIES' DESIGNEES

7.1 CITY Designee and Address. The City Manager or his or her designee(s) shall serve as the CITY's representative regarding administration of this Agreement. Unless otherwise specified herein or in the Municipal Code, all notices from FRANCHISEE to the CITY pursuant to or concerning this Agreement, shall be delivered to the CITY's representative at:

Washington Terrace City
Attn: City Manager
5249 South 400 East
Washington Terrace, UT 84405

or such other officer and address as the CITY may designate by written notice to FRANCHISEE.

7.2 Franchisee Designee and Address. FRANCHISEE's President or his or her designee(s) shall serve as FRANCHISEE'S representative regarding administration of this Agreement. Unless otherwise specified herein or in the Municipal Code, all notices from the CITY to FRANCHISEE pursuant to or concerning this Agreement, shall be delivered to FRANCHISEE's offices at:

All West/Utah, Inc.
50 West 100 North
Kamas, UT 84036

or such other officer and address as FRANCHISEE may designate by written notice to the CITY.

7.3 Failure of Designee. The failure or omission of the CITY's or FRANCHISEE's representative to act shall not constitute any waiver or estoppel by the CITY or FRANCHISEE.

ARTICLE 8. INSURANCE AND INDEMNIFICATION

8.1 Insurance. Prior to commencing operations in the CITY pursuant to this Agreement, FRANCHISEE shall furnish to the CITY evidence that it has adequate general liability and property damage insurance in the minimum amount of \$2,000,000 along with a \$50,000 umbrella surety bond payable to the CITY upon demand that is valid for three (3) years after the date of completion. FRANCHISEE is required to provide in writing the date of completion to the CITY. The evidence may consist of a statement that FRANCHISEE is effectively self-insured if FRANCHISEE has substantial financial resources, as evidenced by its current certified financial statements and established credit rating, or substantial assets located in the State of Utah. Any and **all** insurance, whether purchased by FRANCHISEE from a commercial canier, whether provided through a self-insured program, or whether provided in some other form or other program, shall be in a form, in an amount and of a scope of coverage acceptable to the CITY.

8.2 Indemnification. FRANCHISEE agrees to indemnify, defend and ~~b~~hold the

CITY and its governing body, officers, employees, contractors, and agents harmless from and against any and all third-party claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from FRANCHISEE's acts or omissions pursuant to or related to this Agreement, and to pay any and all costs, including reasonable attorneys' fees, incurred by the CITY in defense of such claims. The CITY shall promptly give written notice to FRANCHISEE of any claim, demand, lien, liability, or damage, with respect to which the CITY seeks indemnification and, unless in the CITY's judgment a conflict of interest may exist between the parties with respect to the claim, demand, lien, liability, or damage, the CITY shall permit FRANCHISEE to assume the defense of such with counsel of FRANCHISEE'S choosing, unless the CITY reasonably objects to such counsel. Notwithstanding any provision of this Section to the contrary, FRANCHISEE shall not be obligated to indemnify, defend or hold the CITY harmless to the extent any claim, demand, lien, damage, or liability arises out of or in connection with negligent acts or omissions of the CITY.

ARTICLE 9. INSTALLATION

9.1 Coordinated Installation. In order to prevent and/or minimize the number of cuts to and excavations within the CITY Rights-of-Way, FRANCHISEE shall coordinate with the CITY and other providers or users of the CITY Rights-of-Way, when such cuts and excavations will be made. Unless otherwise permitted, installation, repairs, or maintenance of lines and facilities within the CITY Rights-of-Way shall be made at the same time other installations, repairs or maintenance of facilities are conducted within the CITY Rights-of-Way.

9.2 Underground Installation. Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its underground facilities in accordance with the CITY's Municipal Code regarding the undergrounding of utility lines, in effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement.

9.3 Aerial Installation: Notwithstanding the provisions of Article 1.3 of this Agreement, FRANCHISEE expressly agrees to install and maintain all of its aerial facilities in accordance with the CITY's Municipal Code regarding the installation of aerial utility lines and pole attachment agreement terms, In effect at the time this Agreement is entered into and as subsequently amended during the term of this Agreement. Nothing herein shall require FRANCHISEE to convert existing overhead

facilities to underground facilities until and unless other similarly situated providers in the same location are required to do so.

9.4 Prior Approval. FRANCHISEE shall not perform any work within CITY Rights-of- Way without having first obtained a written permit from the CITY authorizing such work.

9.5 Maintenance and Repairs. FRANCHISEE shall maintain all its infrastructure at its sole expense for the duration of this Agreement. FRANCHISEE shall repair or replace any utilities or CITY infrastructure of any kind damaged or compromised by

FRANCHISEE during installation or maintenance under this Agreement at the sole expense of FRANCHISEE.

ARTICLE 10. GENERAL PROVISIONS

10.1 Binding Agreement. The parties represent that: (a) when executed by their respective representatives, this Agreement shall constitute legal and binding obligations of the parties; and

(b) each party has complied with all relevant statutes, ordinances, resolutions, by-laws and other legal requirements applicable to its operation in entering into this Agreement. This Agreement shall be binding upon the heirs, successors, administrators and assigns of each of the parties.

10.2 Governing Law. This Agreement shall be interpreted pursuant to Utah law and jurisdiction and venue for any legal action pertaining to this Agreement shall be in the District Court of Weber County State of Utah.

10.3 Time of Essence. Time shall be of the essence of this Agreement.

10.4 Interpretation of Agreement. The invalidity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held in include the plural number and vice versa, and the use of any gender shall include the other gender. The paragraphs and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

10.5 No Presumption. Both parties have participated in preparing this Agreement. Therefore, the parties stipulate that any court interpreting or construing this Agreement shall not apply the rule of construction that the Agreement should be more strictly construed against the drafting party.

10.6 Entire Agreement and Amendments. This Agreement and all attachments hereto constitute the entire agreement and understanding between the parties and replaces any previous agreement, understanding or negotiation between the parties with respect to its subject matter, and may be modified or amended, supplemented, or changed only by the written agreement of the parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

"CITY"

WASHINGTON TERRACE CITY

By _____
Tom Hanson, City Manager

ATTEST

City Recorder

FRANCHISEE

ALLWEST/UTAH, INC

Signature

Printed Name

Title

EXHIBIT A

15.12.010 Findings

The Washington Terrace City Council hereby makes the following findings:

1. Rights-of-way and public property. The city finds that rights-of-way and public property within the city:
 1. Are critical to transportation and public services for the general public.
 2. Are intended for public uses and must be managed and controlled consistent with that intent.
 3. Can be partially occupied by the facilities of utilities and other public service entities delivering utility and public services rendered for profit, to the enhancement of the health, welfare, and general economic well-being of the city and its citizens.
 4. Are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects upon the public from such facilities' construction, placement, relocation, and maintenance in the rights-of-way or on certain public property.
2. Compensation. The city finds that the city should receive fair and reasonable compensation for use of the rights-of-way and public property.
3. Local concern. The city finds that while utilities are in part an extension of interstate commerce, their operations also involve rights-of-way, municipal franchising, and vital business and community service, which are of local concern.
4. Promotion of services. The city finds that it is in the best interests of its taxpayers and citizens to promote the development of utilities, on a nondiscriminatory basis, responsive to community and public interest, and to assure availability for municipal, educational and community services.
5. Franchise standards. The city finds that it is in the interests of the public to franchise and to establish standards for franchising providers in a manner that:
 1. Fairly and reasonably compensates the city on a competitively neutral and non-discriminatory basis as provided herein.
 2. Encourages competition by establishing terms and conditions under which providers may use the rights-of-way to serve the public.
 3. Fully protects the public interest and the city from any harm that may flow from such commercial use of rights-of-way.
 4. Protects the police powers and rights-of-way management authority of the city, in a manner consistent with federal and state law.
 5. Otherwise protects the public interests in the development and use of the city infrastructure.
 6. Protects public investment in improvements in the rights-of-way.

HISTORY

Repealed & Reenacted by Ord. [09-02](#) on 3/3/2009

15.12.020 Definitions

For the purpose of this chapter, the following terms shall have the meanings herein prescribed:

1. "Application" means the process by which a provider submits a request and indicates a desire to be granted a franchise to utilize the rights-of-way of all, or a part, of the city. An application includes all written documentation, verbal statements and representations, in whatever form or forum, made by a provider to the city concerning: the construction of a telecommunications system over, under, on or through the rights-of-way; the telecommunications services proposed to be provided in the city by a provider; and any other matter pertaining to a proposed system or service.
2. "City" means the City of Washington Terrace, Utah.
3. "Franchise" means the rights and obligation extended by the city to a provider to own, lease, construct, maintain, use or operate a system in the rights-of-way or on public property within the boundaries of the

city. Any such authorization, in whatever form granted, shall not mean or include:

1. Any other permit or authorization required for the privilege of transacting and carrying on a business within the city required by the ordinances and laws of the city.
2. Any other permit, agreement or authorization required in connection with operations on rights-of-way or public property including, without limitation, permits and agreements for placing devices on or in poles, conduits or other structures, whether owned by the city or a private entity, or for excavating or performing other work in or along the rights-of-way.
4. "Franchise agreement" means a contract entered into in accordance with the provisions of this chapter between the city and a franchisee that sets forth, subject to this chapter, the terms and conditions under which a franchise will be exercised for use of public right-of-way or public property by a service provider; or any service, including but not limited such services as delivery or collection; or service that the municipality deems best served under a municipal service contract.
5. "Gross revenue" includes all revenues of a provider that may be included as gross revenue within the meaning of Chapter 26, Title 11 Utah Code Annotated, 1953, as amended. In the case of any provider not covered within the ambit of Chapter 26, Title 11 Utah Code Annotated, the definition of "gross revenue" shall be that set forth the franchise agreement.
6. "Right-of-way" means the surface of and the space above and below any public street, sidewalk, alley, or other public way of any type whatsoever, now or hereafter existing as such within the city.
7. "Service provider" or "provider" means the person or entity that is subject to a franchise agreement in the city.

HISTORY

Repealed & Reenacted by Ord. [09-02](#) on 3/3/2009

15.12.030 Franchise Required

It shall be unlawful to:

1. Generally. Install, construct, or maintain any wires, cables, poles, pipes or other equipment for the provision of public utility service in, on, under, or over any street, alley, sidewalk, parkway or other public place in the city without first having obtained a franchise agreement for use of the public right-of-way from the city.
2. Telecommunications. Construct, maintain, or operate a telecommunications system or provide telecommunications services using the rights-of-way or public property without first obtaining a franchise before constructing an open video system or providing open video services via an open video system. By way of illustration and not limitation, a cable operator of a cable system or an open video system provider must obtain a franchise, and should any provider intend to provide telecommunications services over the same system, must also obtain a telecommunications franchise. This part does not apply where to the extent preempted by federal or state law, as ultimately interpreted by a court of competent jurisdiction, including any appeal.
3. Collection. Operate a residential solid waste collection service or other residential collection service in the city without first having obtained a franchise agreement for use of the public right-of-way from the city.
4. Provide a service that exceeds the scope of an existing franchise agreement entered with the city.

HISTORY

Repealed & Reenacted by Ord. [09-02](#) on 3/3/2009

15.12.040 Franchise Agreement

1. Generally. A franchise agreement shall:
 1. Be a written agreement negotiated by the city manager with the service provider.
 2. Take the form of a contract approved by a resolution adopted by the city council.
 3. Franchise agreements generally should not exceed a term of fifteen (15) years without good cause shown.
 4. Prior franchise agreements shall continue until a new agreement is entered.

2. Application. A service provider seeking to use the right-of-way or public property in the city shall make application to obtain a franchise by filing a written request with the city recorder. The written request shall explain the scope of the use sought, proposed location, and other information relating to the proposed franchise.
3. City manager. The city recorder shall refer the application to the city manger who shall negotiate a proposed franchise agreement.
4. Land use authority. The city land use authority shall grant any approval in accordance with the municipal code relating to the use as may be required in the municipal code.
5. Contents. The contents of a franchise agreement shall include, but not be limited to, the following:
 1. The term of the franchise.
 2. Compensation in the form of franchise fee, use agreement fees, or other remuneration to be paid to the city.
 3. Rights and limitations on the franchise.
 4. Public use of the franchise.
 5. An explanation relating to the service provided through the franchise.
 6. A description of the area or customers who are to be served by the franchisee, including obligations, if any, to expand service.
 7. Relocation of facilities upon request of city.
 8. The commencement, interruption or discontinuation of customer service;
 9. The quality of service received by customers;
 10. Customer billing practices;
 11. All reasonable land use requirements in the public right-of-way;
 12. The handling of customer complaints.
 13. Assignment of the franchise.
6. Approval. No franchise contract shall take effect until it has been approved by the city council.
7. Limitations on franchise. Any franchise or use agreement granted pursuant to this section shall remain subject to the right of the city to adopt, from time to time, legislation relating to service commencement, interruption or discontinuation of customer service; land use regulations; public works regulations; quality of service received by customers; billing practices; or the handling of customer complaints.
8. Scope. A franchise shall not convey title, equitable or legal, in the rights-of-way. A franchise is only the right to occupy rights-of-way on a non-exclusive basis for the limited purposes and for the limited period stated in the franchise; the right may not be subdivided, assigned, or subleased, except as may be expressly provided in a franchise agreement. Franchise does not excuse a provider from obtaining appropriate access or pole attachment agreements before collocating its system on the property of others, including the city's property. This section shall not be construed to prohibit a provider from leasing conduit to another provider, so long as the lessee has obtained a franchise.
9. Existing providers. Except to the extent exempted by federal or state law, any provider acting without a franchise on the effective date of the ordinance codified in this chapter, shall request issuance of a franchise from the city within ninety days of the effective date of the ordinance codified in this chapter. If such request is made, the provider may continue providing service during the course of negotiations. If a timely request is not made, or if negotiations cease and a franchise is not granted, the city may pursue any remedy afforded at law or equity.
10. Regulatory approval. Before offering or providing any services pursuant to the franchise, a provider shall obtain any and all regulatory approvals, permits, authorizations or licenses for the offering or provision of such services from the appropriate federal, state and local authorities, if required, and shall submit to the city upon the written request of the city evidence of all such approvals, permits, authorizations or licenses.

HISTORY

Repealed & Reenacted by Ord. [09-02](#) on 3/3/2009

15.12.050 Fees, Payment, And Reporting

1. Application fee. The provider shall pay the city an application fee in order to offset costs to the city for application review, including any publication costs, relating to the proposed franchise and in addition to all other fees, permits, or charges. The fee shall be the actual costs of the review up to, but not to exceed, five-hundred dollars as a non-refundable application fee.
2. Excavation and building permits. The provider shall also obtain and pay any necessary excavation and building permit fees that may be required by the municipal code.
3. Future costs. A provider shall pay to the city, or to any third party as directed by the city, an amount equal to the reasonable costs and reasonable expenses that incurred for the third party service, including but not limited to legal fees, engineering, and consulting costs, in connection with any renewal or provider initiated renegotiation, or amendment to a franchise agreement, provided, that the parties shall agree upon a reasonable financial cap at the outset of negotiations. In the event the parties are unable to agree, either party may submit the issue to binding arbitration in accordance with the rules and procedures of the American Arbitration Association. Any costs associated with any work to be performed by the city's public works department on behalf of the provider shall be borne by the provider.
4. Payments and reporting. Unless otherwise stated in a franchise agreement, within forty-five (45) days after the end of December, the service provider hereunder shall file with the city recorder a report of its gross revenue attributable to the sale and use of services specified hereunder rendered in competition with public utilities in the city, together with a computation of the fees or taxes levied hereunder against such service provider. Coincidental with the filing of such report, the business shall pay to the city the amount of the fee or tax due for the calendar month which is the subject of the said report.
5. Interest on late payments. In the event that any payment is not actually received by the city on or before the applicable date fixed in the franchise, interest thereon shall accrue from such date until received at the same interest rate amount charged for delinquent state taxes.
6. Taxes and assessments. The provider is responsible for all taxes and other assessments imposed by a taxing authority. Such taxes and assessments shall be in addition to any other fees in this chapter.
7. No accord and satisfaction. No acceptance by the city of any fee shall be construed as an accord that the amount paid is in fact the correct amount, nor shall such acceptance of such fee payment be construed as a release of any claim the city may have for additional sums payable.
8. No in lieu of payments. The fee payment is not a payment in lieu of any tax, fee or other assessment except as specifically provided in a franchise agreement. By way of example, and not limitation, excavation permit fees and building permit fees to obtain space on the city-owned poles are not waived and remain applicable.
9. Continuing obligation and holdover. In the event a provider continues to operate all or any part of the system after the term of the franchise, such operator shall continue to comply with all applicable provisions of this chapter and the franchise, including, without limitation, all compensation and other payment provisions throughout the period of such continued operation, provided that any such continued operation shall in no way be construed as a renewal or other extension of the franchise, nor as a limitation on the remedies, if any, available to the city as a result of such continued operation after the term, including, but not limited to, damages and restitution.

HISTORY

Repealed & Reenacted by Ord. [09-02](#) on 3/3/2009

15.12.060 Construction And Technical Requirements

1. General requirement. No provider shall receive a franchise unless it agrees to comply with each of the terms set forth in this section governing construction and technical requirements for its system, in addition to any other reasonable requirements or procedures specified by the city or the franchise, including requirements regarding locating and sharing in the cost of locating portions of the system with other systems or with city utilities.
2. Excavation. A provider shall obtain an excavation permit before commencing any work in the rights-of-way.

3. **Quality.** All work involved in the construction, maintenance, repair, upgrade and removal of the system shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. If, at any time, it is determined by a regulatory agency, that any part of a providers system or operation is harmful to public health, safety or welfare, or quality of service or reliability, then a provider shall, at its own cost and expense, promptly correct all such conditions.
4. **Licenses and permits.** A provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade or repair the system or operation, including but not limited to any necessary approvals from persons and/or the city to use private property, easements, poles and conduits. A provider shall obtain any required permit, license, approval or authorization prior to the commencement of the activity for which the permit, license, approval or authorization is required.
5. **Relocation of the system or operation.**
 1. **New grades or lines.** If the grades or lines of any rights-of-way are changed at any time in a manner affecting the system or operation, then a provider shall relocate accordingly at providers expense.
 2. **Emergency relocation.** The city may, at any time, in case of fire, disaster or other emergency, as determined by the city in its reasonable discretion, cut or move any parts of the system, operation, or appurtenances on, over or under the rights-of-way or public property of the city, in which event the city shall not be liable therefore to a provider. The city shall attempt to notify a provider as most practicable under the circumstances in the event of emergency relocation.
 3. **Temporarily relocation.** A provider shall, upon prior reasonable written notice by the city or any person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its system to permit the moving of said structure. A provider may impose a reasonable charge on any person, other than the city, for any such movement of its system.
 4. **Right-of-way alteration.** When the city is changing a right-of-way and makes a written request, a provider is required to move or remove its system from the rights-of-way, without cost to the city. This obligation continues regardless of whether the provider has obtained an excavation permit.
6. **Protect structures.** In connection with the construction, maintenance, repair, upgrade or removal of the system, a provider shall, at its own cost and expense, protect any and all existing structures belonging to the city and all designated landmarks. A provider shall obtain the prior written consent of the city to alter any water main, power facility, sewerage or drainage system, or any other municipal structure on, over or under the rights-of-way of the city required because of the presence of the system. Any such alteration shall be made by the city, or its designee, on a reimbursable basis. A provider agrees that it shall be liable for the costs incurred by the city to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the city, any municipal structure or any other rights-of-way of the city involved in the construction, maintenance, repair, upgrade or removal of the system that may become disturbed or damaged as a result of any work thereon by or on behalf of a provider pursuant to the franchise.
7. **No obstruction.** In connection with the construction, maintenance, upgrade, repair or removal of the system, a provider shall not unreasonably obstruct the rights-of-way for pedestrian or any other form of traffic within the city without a traffic control plan duly approved by the city.
8. **Safety.** A provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including traffic control, the placing and maintenance of proper guards, fences, barricades, security personnel and suitable and sufficient lighting, and such other requirements prescribed by OSHA and other governing agencies. A provider shall comply with all applicable building and construction codes.
9. **Repair.** After written reasonable notice to the provider, unless, in the sole determination of the city, an eminent danger exists, any rights-of-way within the city which are disturbed or damaged during the construction, maintenance or reconstruction by a provider of its system may be repaired by the city at the provider's expense, to a condition as good as that prevailing before such work was commenced. Upon doing so, the city shall submit to such a provider an itemized statement of the cost for repairing and

restoring the rights-of-ways intruded upon. The provider shall, within thirty days after receipt of the statement, pay to the city the entire amount thereof.

10. System Maintenance. A provider shall:

1. Install and maintain all parts of its system in a non-dangerous condition throughout the entire period of its franchise.
2. Install and maintain its system in accordance with standard prudent engineering practices and shall conform, when applicable, with the applicable building and construction codes, and all applicable other federal, state and local laws or regulations.
3. At all reasonable times, permit examination by any duly authorized representative of the city of the system and its effect on the right-of-way.

11. Trimming of Trees. A provider shall have the authority to trim trees, in accordance with all applicable utility restrictions, ordinance and easement restrictions, upon and hanging over right-of-way so as to prevent the branches of such trees from coming in contact with its system.

HISTORY

Repealed & Reenacted by Ord. [09-02](#) on 3/3/2009

[15.12.070 Successor Provider Bound](#)

Unless otherwise stated in a franchise agreement, all rights and obligations of a provider are binding on any successor to the original franchisee.

HISTORY

Repealed & Reenacted by Ord. [09-02](#) on 3/3/2009

[15.12.080 Oversight And Regulation](#)

1. Insurance and security. Unless otherwise agreed in the franchise agreement, a provider shall deposit with the city an irrevocable, unconditional letter of credit or surety bond as required by the terms of the franchise, and shall obtain and provide proof of the insurance coverage required by the franchise.
2. Indemnity. A provider shall also indemnify the city as set forth in the franchise.
3. Oversight. The city shall have the right to oversee, regulate, and periodically inspect the construction, maintenance, and upgrade of the system, and any part thereof. A provider shall establish and maintain managerial and operational records, standards, procedures and controls to enable a provider to prove, in reasonable detail, to the satisfaction of the city at all times throughout the term, that a provider is in compliance with the franchise. A provider shall retain such records for not less than the applicable statute of limitations.
4. Maintain Records. A provider shall at all times maintain with the city:
 1. A full and complete set of plans, records, and "as-built" drawings and, to the extent the drawings are placed in an electronic format, they shall be made available to the city in such electronic format as far as such is compatible.
 2. Throughout the term of the franchise, a provider shall maintain complete and accurate books of account and records of the business, ownership, and operations of a provider with respect to the system in a manner that allows the city at all times to determine whether a provider is in compliance with the franchise. Should the city reasonably determine that the records are not being maintained in such a manner, a provider shall alter the manner in which the books and/or records are maintained so that a provider comes into compliance with this section. All financial books and records which are maintained in accordance with the regulations of any governmental entity that regulates utilities in the state of Utah, and generally accepted accounting principles shall be deemed to be acceptable under this section.
5. Confidentiality. If the information required to be submitted is proprietary in nature, involve critical infrastructure, or must be kept confidential by federal, state or local law, upon proper request by a provider, such information shall be classified as a protected record within the meaning of the Utah Government Records Access and Management Act ("GRAMA"), making it available only to those who must have access to perform their duties on behalf of the city, provided that a provider notifies the city of,

and clearly labels the information which a provider deems to be confidential, proprietary information. Such notification and labeling shall be the sole responsibility of the provider.

6. Record expense. All reports and records required under this chapter shall be furnished at the sole expense of a provider.
7. Right of inspection. For the purpose of verifying the correct amount of the franchise fee, the books and records of the provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the city at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records, provided that the city shall not audit the books and records of the provider more often than annually. The provider agrees to reimburse the city the reasonable costs of an audit if the audit discloses that the provider has paid ninety-five percent or less of the compensation due the city for the period of such audit. In the event the accounting rendered to the city by the provider herein is found to be incorrect, then payment shall be made on the corrected amount within thirty calendar days of written notice, it being agreed that the city may accept any amount offered by the provider, but the acceptance thereof by the city shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect.

HISTORY

Repealed & Reenacted by Ord. [09-02](#) on 3/3/2009

15.12.090 Rights Of City

1. Enforcement. The city is responsible for enforcing and administering this chapter, and the city or its designee, as appointed by the city manager, is authorized to give any notice required by law or under any franchise agreement. Any franchise granted pursuant to this chapter shall contain appropriate provisions for enforcement, compensation, and protection of the public, consistent with the other provisions of this chapter, including, but not limited to, defining events of default, procedures for accessing the bond/security fund, and rights of termination or revocation.
2. Force Majeure. In the event a provider's performance of any of the terms, conditions or obligations required by this chapter or a franchise is prevented by a cause or event not within a provider's control, such inability to perform shall be deemed excused and no penalties or sanctions shall be imposed as a result thereof. For the purpose of this section, causes or events not within the control of a provider shall include, without limitation, acts of God, strikes, sabotage, riots or civil disturbances, failure or loss of utilities, explosions, acts of public enemies, and natural disasters such as floods, earthquakes, landslides, and fires.
3. Abandonment.
 1. Abandoned system. The system shall be deemed to have been abandoned in the event that:
 1. The use of any portion of the system is discontinued for a continuous period of twelve (12) months, and thirty (30) days after no response to written notice from the city to the last known address of provider;
 2. Any system has been installed in the rights-of-way without complying with the requirements of this chapter or franchise; or
 3. No franchise has been granted for the related infrastructure.
 2. Removal of abandoned system. The city, upon such terms as it may impose, may give a provider written permission to abandon, without removing, any system, or portion thereof, directly constructed, operated or maintained under a franchise. Unless such permission is granted or unless otherwise provided in this chapter, a provider shall remove within a reasonable time the abandoned system and shall restore, using prudent construction standards, any affected rights-of-way to their former state at the time such system was installed, so as not to impair their usefulness. In removing its plant, structures and equipment, a provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all rights-of-way in as good condition as that prevailing prior to such removal without materially interfering with any other provider, public utility, other franchise, or similar. The city shall have the right to inspect and approve the condition of the rights-of-way prior to and after removal. The liability, indemnity and insurance provisions of this chapter and any security fund provided in a franchise shall continue in full force and effect during

the period of removal and until full compliance by a provider with the terms and conditions of this section.

3. Transfer of abandoned system to city. Upon abandonment of any system in place, a provider, if required by the city, shall submit to the city a written instrument, satisfactory in form to the city, transferring to the city the ownership of the abandoned system.
4. Removal of above-ground system. At the expiration of the term for which a franchise is granted, or upon its revocation or earlier expiration, as provided for by this chapter, in any such case without renewal, extension or transfer, the city shall have the right to require a provider to remove, at its expense, all above-ground portions of a system from the rights-of-way within a reasonable period of time, which shall not be less than one hundred eighty (180) days. If the provider is the incumbent local exchange carrier, it shall not be required to remove its system, but shall negotiate a renewal in good faith.
5. Leaving underground system. Notwithstanding anything to the contrary set forth in this chapter, a provider may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way or with the use thereof by any public utility, cable operator or other person.

HISTORY

Repealed & Reenacted by Ord. [09-02](#) on 3/3/2009

15.12.100 Obligation To Notify

Publicizing Work. Before entering onto any private property, a provider shall make a good faith attempt to contact the property owners in advance, and describe the work to be performed.

15.12.110 Jurisdiction And Interpretation

1. Police powers. To the full extent permitted by applicable law either now or in the future, nothing in this chapter or by granting a franchise shall be construed to limit local government from the lawful exercise of its police powers.
2. Applicability. This chapter shall apply to all franchises granted or renewed after the effective date of the ordinance codified in this chapter. This chapter shall further apply, to the extent permitted by applicable federal or state law to all existing franchises granted prior to the effective date of the ordinance codified in this chapter and to a provider providing services, without a franchise, prior to the effective date of the ordinance codified in this chapter.
3. Other applicable ordinances. A provider's rights are also subject to the police powers of the city to adopt and enforce other ordinances necessary to the health, safety and welfare of the public. A provider shall comply with all applicable general laws and ordinances enacted by a governing authority. In particular, all providers shall comply with the city's land use regulations.
4. Failure to enforce. A provider shall not be relieved of its obligation to comply with any of the provisions of this chapter or any franchise granted pursuant to this chapter by reason of any failure of the city to enforce prompt compliance, and a provider may not use such as a defense.
5. Governing law. This chapter and any franchise granted pursuant to this chapter shall be construed and enforced in accordance with the substantive laws of the state of Utah.

HISTORY

Repealed & Reenacted by Ord. [09-02](#) on 3/3/2009

**CITY OF WASHINGTON TERRACE
ORDINANCE 23-08**

**FRANCHISE AGREEMENT – UTAH TELECOMMUNICATION OPEN
INFRASTRUCTURE AGENCY (UTOPIA)**

**AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE, UTAH,
ADOPTING THE FRANCHISE AGREEMENT WITH ALL WEST/UTAH
INC., FOR CERTAIN FIBER OPTIC FACILITIES; SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, *Utah Telecommunication Infrastructure Agency (Utopia)*, (“Franchisee”) is a corporation that provides fiber and telecommunications services as defined by state law;

WHEREAS, *Utah Code Annotated* §10-8-84 and 10-8-60 allow municipalities in the State of Utah 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, *Utah Code Annotated* §10-8-11 authorizes the City to regulate the use of streets, alleys, avenues, sidewalks, crosswalks, parks and public grounds, prevent and remove obstructions and encroachments thereon;

WHEREAS, Franchisee desires to construct fiber and telecommunication facilities within the public right-of-way within the City and proposes the attached Franchise Agreement;

WHEREAS, the City has adopted Chapter 15.12 and Chapter 3.08 of the Washington Terrace Municipal Code to govern Franchise Agreements and the Telecommunications Service Provider Tax, and the City has regulations governing excavation and standards for construction in the public right-of-way;

WHEREAS, the public interest is served by the Franchise Agreement adopted and incorporated herein;

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

Section 1: Adoption. The Mayor is authorized to finalize and execute the terms of the Franchise Agreement incorporated herein by this reference as set forth in Exhibit “A” attached hereto.

Section 2: 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 3: Effective date. This Ordinance take effect immediately upon mayoral approval and posting.

PASSED AND ADOPTED by the City Council on this ____ day of _____, 2023.

MARK ALLEN, Mayor

ATTEST:

AMY RDRIGUEZ, City Recorder

RECORDED this ____ day of _____, 2023.

PUBLISHED OR POSTED this ____ day of _____, 2023.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

In accordance with Utah Code Annotated '10-3-713, 1953 as amended, I, the City Recorder of Washington Terrace City, hereby certify that foregoing Ordinance was duly passed and adopted, published, and/or posted as provided by state law.

City Recorder DATE: _____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF WASHINGTON TERRACE AND UTOPIA**

THIS INTERLOCAL COOPERATION AGREEMENT (the “Agreement”), made and entered into this ____ day of ____, 2023, by and between the City of Washington Terrace, a municipality and political subdivision of the State of Utah, hereinafter called “City,” and Utah Telecommunication Open Infrastructure Agency, an interlocal entity of the State of Utah created pursuant to the Interlocal Cooperation Act, Utah Code Section 11-13-101 et seq., hereinafter called “UTOPIA.” City and UTOPIA are collectively referred to herein as the “Parties.”

WITNESSETH:

WHEREAS, UTOPIA desires to obtain from City, a franchise to install, maintain, operate, repair, inspect, protect, install, remove, and replace fiber optic cable, and other transmission and distribution structures and facilities (the “Facilities”), within the public highways, streets, roads, and rights-of-way which are within the jurisdiction and responsibility of City, together with the right of ingress and egress for UTOPIA, its officers, employees, agents, and contractors to enter upon said public rights-of-way with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities; and

WHEREAS, City is willing to grant said license under the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties have negotiated this Agreement and receive mutual benefit under the terms of this Agreement; and

WHEREAS, the Parties are authorized to enter into an Interlocal Cooperation Agreement pursuant to the Interlocal Cooperation Act, Utah Code Section 11-13-101 et seq. and wish to enter into an Interlocal Cooperation Agreement reflecting the arrangement described above.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Purpose and Scope. The purpose and scope of this Agreement is entirely limited to UTOPIA providing its service as specified in this Agreement to the Weber School District Administrative Office located in the City as set forth in the attached construction drawing provided by UTOPIA to the City as prepared by Horrocks Engineers in attached Exhibit “A” incorporated herein by this reference. No other service or connection of any kind is permitted whatsoever without a separate agreement between the Parties.

2. Grant of License. The City hereby grants, conveys and sets over unto UTOPIA, a non-exclusive franchise to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities over and through the public highways, streets, roads, and public rights-of-way (collectively, the “Streets”), which are within the jurisdiction and responsibility of City, together with the right of ingress and egress for UTOPIA, its officers, employees, agents, contractors and

assigns to enter upon said Streets with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities. This non-exclusive franchise will expire upon termination of this Agreement.

3. Term. The Parties agree that either Party may terminate this Agreement for cause upon ninety (90) days prior written notice, or at any other time mutually agreed to by the Parties. Unless terminated pursuant to the provisions of this paragraph, the initial term of this Agreement will expire fifteen (15) years from its effective date, and will automatically renew for an additional one-year term on each Anniversary. In no event will this Agreement run for more than fifty (50) years.

4. Construction and Location. UTOPIA may install Facilities at those locations within the Streets as shall be determined in accordance with plans, specifications and maps prepared, or caused to be prepared, by UTOPIA. Prior to performing any work in the Streets for initial Facilities installation or otherwise, UTOPIA shall apply for an encroachment/excavation permit, or other applicable City permit. City shall review and may improve the submitted plan prior to permit issuance. Upon compliance with this Agreement and all applicable permit requirements, including but not limited to a traffic control plan, surface and landscaping restoration plan, and work schedule, City shall issue a permit to UTOPIA's contractor, allowing said contractor to proceed with the work in accordance with the terms of this Agreement and the permit. As-built drawings shall be submitted to the City within thirty (30) days of the completion of construction. All applicable regulations and permits of City shall be fully complied with by UTOPIA and its contractor(s).

5. Traffic Control During Construction. UTOPIA shall require its contractor to conduct its construction operation and traffic control so that there shall be a minimum of interference or interruption to City with respect to the handling of traffic. Traffic control shall be in accordance with the current version of the Manual on Uniform Traffic Control Devices (MUTCD). UTOPIA's contractor shall at all times require such watchmen, barricades, lights or other reasonable measures for the protection of traffic as may be reasonably required to warn and safeguard the public against injury or damage during construction, maintenance, repair or replacement of the Facilities and shall indemnify, defend, and hold City and its governing body, officers, employees, contractors, and agents harmless from any and all liabilities arising from UTOPIA's negligence or intentional wrongdoing during any construction commenced under the terms of this easement.

6. Compaction of Backfill. The backfilling of any trench within the paved portion of the street, the shoulders thereof, within park strips, under sidewalk or curb and gutter, or the portion under or intersecting the street, shall be thoroughly compacted in accordance with all applicable standards and regulations, including City's construction standards. The method of compaction shall be subject to review by City at the time the permit application is reviewed. UTOPIA shall require its contractors to comply with City's construction standards and permit requirements.

7. Restoration of Existing Pavement. UTOPIA shall require its contractor to replace any hard surface removed or damaged with the same type and depth of hard surface as that which is adjoining, including the gravel base material in accordance with the City's applicable standards and specifications. All disturbed surfaces shall be restored to the standards established by City.

In the event weather conditions do not permit immediate replacement of permanent hard surface, a temporary surface shall be placed until such time as weather conditions are favorable, at which time the temporary surface shall be removed and replaced with a permanent road surface. If the gravel surface, gravel shoulder, or gravel surface approach to City roads become fouled with clay or other unsuitable material, such surfacing shall be removed and replaced with new gravel surfacing material. The repairs to hard surface shall include hard surfaces which are damaged by construction equipment used in constructing, maintaining, or repairing the Facilities. In all cases UTOPIA hereby agrees to cause its contractor to restore those portions of the street through which the work actually traverses, to as near its original condition as is reasonably possible.

8. Disposal of Surface Material in Cleaning Up Street. Upon completion of the work, UTOPIA shall assure that all surplus material shall be removed from within the limits of the Streets and properly disposed of by the contractor. The disturbed surface shall be carefully graded to the lines and grades established and in accordance with any applicable City standards and specifications. UTOPIA shall immediately notify the City in the event that any highway facility such as signs and culverts are disturbed or damaged during the process of the work and shall promptly restore or replace the same to as near their original condition as is reasonably possible. No material shall be left on private property adjacent to the Streets.

9. Maintenance of Facilities by UTOPIA. The Facilities and their attached appurtenances shall at all times be maintained, repaired, and operated by and at the expense of UTOPIA.

10. Reconstruction of Street. In the event that any Street, or portion thereof is so reconstructed at any future date as to location, grade or width, so as to require the adjustments or relocation of manholes or other Facilities, UTOPIA shall assume and pay all costs incident to the adjustment or relocation of such manholes or other Facilities in accordance with Paragraph 14 and subject to the applicable City standards and specifications.

11. Crossing of Facilities and Expansion of Street System. It is expressly understood and agreed by the Parties that as part of the consideration for this Agreement, that City shall have the right to cross the Facilities at any point deemed necessary in the future construction and expansion of City's street system, provided that City shall use due care and diligence in the protection of the Facilities in making such crossings. City shall provide the required notice under Blue Stake of anticipated work unless an emergency necessitates immediate work take place. UTOPIA will mark and identify its Facilities in or adjacent to the area of the City's work within two (2) days, or other applicable Blue Stake period prior to City work.

12. Indemnification. Both parties are governmental entities under the Utah Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code, 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own negligent acts which it commits or which are committed by its agents, officials, or employees. UTOPIA agrees to hold harmless, defend, and indemnify City and its governing body, officers, employees, contractors, and agents against any and all claims of third-parties against City, which arise from UTOPIA's exercise of any of its rights under this Agreement. Neither party waives any defenses otherwise available under the Governmental Immunity Act. This Agreement shall in no manner constitute an admission of any liability as to any third party or give any third

party any greater or further right or cause of action. It is hereby expressly understood and agreed that neither City nor UTOPIA is hereby acknowledging any liability for any act of negligence, whether of omission or commission, of their respective agents, servants, contractors or employees. UTOPIA shall procure and maintain in force at its sole expense during the term of this Agreement property damage and public liability insurance providing liability coverage in sufficient amounts for UTOPIA's actions in relation to this Agreement and shall provide certificates of insurance to City upon request, which certificates shall name the City as an additional insured. Such insurance shall provide for such coverages, protections, insurable amounts, etc., as deemed advisable by the Parties and available through Utah Local Governments Trust, or any other insurance provider utilized by City or UTOPIA, and which would be standard and reasonable for the uses contemplated hereunder.

13. Agreement Not to be Assigned. Neither party shall assign this Agreement nor any interest hereunder without first obtaining the written consent of the other party.

14. Successors and Assigns. All covenants and agreements herein contained shall be binding upon the parties hereto, and their respective successors in interest and assigns.

15. Subject To Relocation. This license is subject to the right of City at all times as City deems necessary to construct roads, sidewalks or to carry out any other City purpose over the areas covered by this license, and when UTOPIA's Facilities and appurtenances or any of them materially interfere with any City purpose, UTOPIA will remove, adjust and/or relocate such Facilities and appurtenances within a reasonable time after written notice to do so by City and at the expense of UTOPIA.

16. Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, return receipt requested postage prepaid, to the parties as follows:

To UTOPIA: General Counsel
5858 South 900 East
Murray, UT 84121

To City: City Recorder
Washington Terrace City
5249 South 400 East
Washington Terrace, UT 84405

The City and UTOPIA may change their addresses by providing written notice, as required under this provision.

17. Contract Integration. This Agreement embodies the entire agreement between the Parties and shall not be altered, enlarged or modified except in writing signed by both Parties. The benefits and protection provided by this Agreement shall not inure to the benefit of third-parties.

18. Governing Law. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

19. Venue. Venue for any dispute related to this Agreement shall lie exclusively in the Third Judicial District, Salt Lake County, State of Utah.

20. No Separate Legal Entity Created; Interpretative Joint Board. No Separate legal entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then the City Mayor and the UTOPIA Executive Director, or their designees, shall constitute a Joint Board for such purpose. Each of the Parties shall bear its own costs associated with the Joint Board.

21. Manner of Acquiring, Holding and Disposing of Property. No real property will be acquired pursuant to the terms of this Agreement.

22. Review by Legal Counsel. Each of the Parties hereby certifies that, pursuant to the requirements of Section 11-13-202.5, Utah Code (1953 as amended), it has submitted this agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.

23. Filing of Interlocal Agreement. Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of each of the Parties within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY

By: _____
Mayor

ATTEST:

City Recorder

Approved as to Form and Content:

City Attorney

UTOPIA

Roger Timmerman, Executive Director

2023 Terrace Days – Debrief Main Points

Terrace Days promotion

Tom and Tanon said the Flyer looked great.

Mayor said it was great to send out a color Terrace Days newsletter.

Heidi said that having earlier the Grand Marshal article was helpful.

Friday

Movie in the Park

Mayor and Carlos said the movie in the park went well. A visual count of around 200 people was there. This year we had a light tower lighting the outer field of the baseball fields, making it easier to monitor the kids in the area. According to the sheriff's office, there was no deputy on patrol due to short staff. Overall, it ran smoothly.

Saturday

Bike Ride & Parade

Tom said that the Mayor and council members obtaining their own golf carts was great, and the mayor said the amount of candy distributed at the parade was perfect. Need small buckets for council and mayor for candy

Heidi said the staggering of times for the parade participants arriving at the staging area was helpful and successful.

Tom said additional help with traffic control and bike ride is needed for future events. Bike ride prizes were handed to only some people.

Jake said the parade was organized chaos. Parade signage on main streets needs to be added to future events. Also, notifying UTA and dispatch about the parade is necessary.

Terrace Day main event at Rohmer Park

Jake said that the setup and takedown went right, and the organization of the vendors was OK.

Denzil said Carlos provided a list of vendors early to Public Works, making Denzil able to contact the vendors helping the staggering the times that vendors arrived at the park and making it easier to set them up.

Carlos said that in the future, no power will be given. Vendors will need to bring their own power, and we may need to figure out how to cap the types of food truck vendors.

Heidi thanked Carlos for moving the inflatables to the outer field instead of to the dirt area of the baseball field.

Tom said the dog race needs city staff at the table to answer questions and help direct people. Washing Tails was a great sponsor for the dog race. Children at starting line couldn't control dogs. Signage for dog sizes is needed for the future. The audio for the dog race went well. More dog songs and dog jokes from the PA are needed next year.

The watermelon derby went well. The setup ropes and fencing were stronger this year, preventing most watermelons from jumping out of the course. The sound system needed to have worked better.

The Mad Trivia Prize dash went well, but Carlos wants to have some rules in place next year to avoid a person or kid winning more than one prize. The idea is to keep the winner at the top of the hill. Everyone loved the prizes given away.

The crowd and city staff well received the band. The band had a list of things they wanted, and Carlos was able to show respect for their demand. The new Greenroom tent worked great.

We must take the sound table tent down once the sun goes down. The generator worked well. Next year there's no need for the people barricades rental for the front of the stage; just a rope or the sponsor banners will work well. The drum stand public works built was great. The band commented to Tom that they had a lot of fun and had a good time.

The fireworks were fantastic. For next year, if we use this same vendor, we need to ask them to take the national anthem out of the playlist out of respect for decorum for the anthem. Clay commented to Tom that there was a lot of fallout on the pickleball court and west hill.

Next year we will probably need better traffic control after the fireworks, closing the road by the little Rohmer Parking lot, sending everyone to the south exit of the park, (This idea may cause considerable congestion at the south end) and if the pickleball plaza parking lot and the road are ready, letting cars exit through there as well if OK with Clay and the fireworks company.

City Council Staff Report



Author: Shari Garrett
Subject: FRAUD RISK ASSESSMENT
Date: June 20, 2023

Finance Department

Type of Item: PRESENTATION: FRAUD RISK ASSESSMENT

Summary Recommendations:

That the governing body receive the annual Fraud Risk Assessment developed by the State Auditor's Office.

Description:

A. Topic: FRAUD RISK ASSESSMENT

B. Background: In 2020, the State Auditor's Office (SAO) developed a fraud risk assessment stating that the Assessment was designed to help local governing bodies to understand best practices in fraud detection and prevention. The Assessment assigns an overall risk level of undetected fraud based upon points earned for the implementation of the identified best practices.

The best practices identified in the Assessment are *not required* but are highly recommended.

The Assessment is required to be completed and presented to the governing body annually.

C. Analysis:

The results of the assessment and related scoring show the City maintaining a *Low Fraud Risk*, scoring 355 / 395 points (up 20 points from the prior year by now offering a Fraud Hotline).

NEW – Fraud Hotline

In May 2023 the City now has a Fraud Hotline reporting option on the website, I Want To> Fraud Hotline Complaint *or* Departments>Finance & Budget>Fraud Hotline.

Hotline complaints are directed to the State Auditor's Office Hotline. The Hotline provides an avenue for citizens, including public employees and contractors, to report their concerns about potentially improper governmental activities. For more information on the Hotline, visit [Welcome to the State Auditor Hotline - Office of the State Auditor \(utah.gov\)](https://www.sao.utah.gov/welcome-to-the-state-auditor-hotline/).

See attached Fraud Risk Assessment.

D. Department Review: Finance & City Manager

Fraud Risk Assessment

Continued

*Total Points Earned: ____/395 *Risk Level: Very Low Low Moderate High Very High
> 355 316-355 276-315 200-275 < 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	☒	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	☒	5
b. Procurement?	☒	5
c. Ethical behavior?	☒	5
d. Reporting fraud and abuse?	☒	5
e. Travel?	☒	5
f. Credit/Purchasing cards (where applicable)?	☒	5
g. Personal use of entity assets?	☒	5
h. IT and computer security?	☒	5
i. Cash receipting and deposits?	☒	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	☒	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	☒	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	☒	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	☒	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	☒	20
7. Does the entity have or promote a fraud hotline?	☒	20
8. Does the entity have a formal internal audit function?	☐ NO	20
9. Does the entity have a formal audit committee?	☐ NO	20

*Entity Name: Washington Terrace City

*Completed for Fiscal Year Ending: 2023 *Completion Date: May 2023

*CAO Name: Tom Hanson *CFO Name: Shawn Garrett

*CAO Signature: [Signature] *CFO Signature: [Signature]

*Required



Fraud Risk Assessment

Background

The Office of the State Auditor (Office) regularly receives complaints of fraud or abuse by local government officials. The Office is also aware of internal investigations performed by local governments of their own officials and employees. Some of these situations receive significant media coverage, while others are resolved with less publicity. In either case, the level of concern by the public and local and state officials is significant. Many have asked the Office for more direction on how to prevent such occurrences in the future. The program outlined in this guide is designed to help measure and reduce the risk of undetected fraud, abuse, and noncompliance in local governments of all types and sizes. This assessment is a starting point, it is the hope of the Office that local governments will add to and adapt this form to improve how they manage their internal controls and the risk of fraud, waste and abuse.

Internal Controls as a Discipline

Professional literature, as well as our own experience, indicates that the solution to the reduction of fraud risk lies in effective internal controls. Internal controls are the policies, practices, and processes that ensure the operations of an organization are performed effectively and efficiently. Internal Controls are also intended to deter or prevent the misuse of public funds. Since internal controls require time and resources, entities should seek to reduce risk to an acceptable level, not eliminate risk altogether. In other words, a lock should never cost more than the item it is intended to protect.

The Committee of Sponsoring Organizations of the Treadway Commission (COSO) is a group of organizations dedicated to providing frameworks and guidance on risk management, internal control, and fraud deterrence. COSO publishes a document “Internal Control – Integrated Framework” (the COSO Framework). The COSO Framework is noted as the gold standard for designing and implementing an entity-wide internal control program for all organizations including governments. The Government Accountability Office (GAO) publishes its own guidance for proper internal controls in government entities known as the Green Book. The Green Book follows the COSO Framework, but adds some specific context that is unique to the government environment. We used both of these publications as resources for this project.

The COSO Framework includes five principles:

- Tone at the Top
- Risk Assessment
- Control Activities
- Communication

- Monitoring

Incorporating these five principles into an organization is a recommended but complex endeavor. Most accountants and auditors have been trained on these principles, but full implementation requires additional training and a commitment throughout the organization to be effective. We recommend every organization with the resources use COSO, GAO, GFOA, or any other reputable source as an aid to implementing a comprehensive internal control program.

Due to the expense, most local governments in Utah lack the resources necessary to completely implement the COSO Framework. Our goal is to take the concepts of the COSO Framework and boil them down to specific measures that every local government can incorporate at minimal cost. If properly implemented, we believe these measures will reduce the risk of undetected fraud, abuse, and noncompliance. We have also developed a risk assessment model that provides a basic evaluation of an entity's fraud risk, based upon required separation of duties and our recommended measures.

Recommended Measures

1. Separate Duties over Cash Accounts (Crucial)

Widely recognized as a crucial internal control, separation of duties includes separating the powers of the treasurer and clerk (the person who performs the accounting function, regardless of title), as required by state law. If the roles and responsibilities of treasurer and clerk are *not* 1) separate, 2) independent, and 3) monitored by the governing board, the risk of financial fraud and abuse increases.

In general, the treasurer is responsible for the collection and custody of funds while the clerk validates payment requests, ensures compliance with policy and budgetary restrictions, prepares checks, and records all financial transactions. In situations where proper separation of duties are not maintained, mitigating controls must be implemented. Because of the extreme importance of this control, we have developed a separate questionnaire (see attached) to help determine if basic separation of duties or mitigating controls are in place.

2. Require a Commitment of Ethical Behavior

Purpose

A critical, fundamental, and far-reaching problem facing government today is the lack of public trust and confidence. Government officials are expected to perform their government duties without using their position for personal benefit. A written statement on ethical behavior will provide clarity and serve as a physical reminder of the aspirations of the organization.

Overview

Maintaining an ethical environment requires setting an example and communicating proper expectations at every level of the organization. Training and re-enforcement of

ethical standards must be continuous and applicable. Expectations must point to the highest standards and not excuse bad behavior by anyone for any reason.

Implementation

We recommend the entity set clear expectations and exercise consistent enforcement. We recommend instilling a culture rewarding high ethical standards, rather than rewarding cutting corners or engaging in questionable or self-serving behavior. We recommend that every entity have a written policy and strong practices that address a standard of ethical behavior, including prohibited activities, required disclosures, and clear directions on how and to whom disclosures should be submitted and reviewed. We also recommend that the entity require elected or appointed officials and employees to annually commit in writing to abide by the entity's standards of ethical behavior. This practice will provide an opportunity to review the policy and identify any potential or actual conflicts of interest. Requiring periodic confirmation will deter individuals from acting unethically and identify issues before they become problematic.

3. Adopt and Put Into Practice Written Policies

Overview

The governing body should evaluate policies to make sure they establish proper oversight and direct the organization toward the desired outcomes. The following are key policies along with certain elements that we have identified that are either required by law or best practices to improve the internal control system. As a matter of practical implementation, template policies that contain these elements are available on the Office's website at resources.auditor.utah.gov.

a. Conflict of Interest

1. Specifies who is required to declare conflicts.
2. States that if a new conflict arises during course of business it must be reported.
3. Requires each public official/employee to complete a disclosure form on an at least an annual basis.
4. Identifies the individual/position responsible to gather disclosure forms.
5. Disclosure forms provide the user a way to disclose conflicts or indicate that they have no conflicts.
6. Disclosure forms must list the name and position of the public official/employee.
7. Disclosure forms must list the name of the business entity and ownership interest or position for a business regulated by the entity for which there is a conflict.
8. Disclosure forms must list the name of the business entity and ownership interest or position for businesses doing business with the entity.
9. Disclosure forms must list any investments that may create a conflict with the entity.
10. The disclosure shall be made in a sworn statement filed with the entity's governing body.

b. Procurement

Seek the best value for the entity and promote a competitive purchasing process.

1. Specifies a small item threshold allowing employee or department discretion.
2. Specifies documentation required for each level of purchasing (e.g. small purchases, medium purchases and purchases requiring competitive bid).
3. Specifies purchasing procedures (e.g. advertising methods and time frames, rejection of bids, appeals) for items requiring competitive bid.
4. Lists exemptions and documentation needed for not following regular bidding requirements (e.g. sole source provider, emergency purchases etc.).
5. Addresses improper or illegal conduct:
 - a) Prohibits dividing a procurement to avoid following policy (Utah Code 63G-6a-2404.3)
 - b) Prohibits kickbacks (Utah Code 63G-6a-2404)
 - c) Requires disclosure of conflicts of interest (Utah Code 63G-6a-2406)
 - d) Prohibits cost-plus-a-percentage-of-cost contracts (Utah Code 63G-6a-1205)
 - e) Lists other specific activities that are not allowed (Utah Code 67-16 applies to the state and all political subdivisions)
6. Designates a purchasing agent, specify who may sign contracts including requirement for contracts that must go before the governing body.
7. Has an ethics provision and/or reference Utah Code 67-16.
8. Documents consequences of violating the policy (e.g. formal reprimand, suspension, termination or criminal prosecution).

c. Ethical Behavior

1. Prohibits participation in decisions or actions in which the employee or official has real or reasonably perceived conflict (see conflict of interest policy).
2. Prohibits use of authority for personal gain or that of close friends, family, or business associates.
3. Prohibits receiving gifts, loans or bribes.
4. Requires confidentiality regarding any information not subject to GRAMA.
5. Prohibits violation of nepotism laws (Utah Code 52-3).
6. Prohibits misuse of public resources or property (Utah Code 76-8-4).
7. References the Utah Public Officer and Employee Ethics Act (Utah Code 67-16).
8. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination).

d. Reporting Fraud and Abuse

1. Requires the reporting of inappropriate actions or behavior.
2. Provides reporting structure, including alternatives if the employee's normal supervisor is involved.
3. Provides guidance on the type of actions and behaviors which must be reported.
4. Provides guidance on the information to be provided (e.g. names, dates, times, descriptions, effects) when reporting fraud or abuse.
5. Provides whistleblower protection or referrals to Utah Code 67-21-3.
6. Provides for the evaluation, investigation and possible consequences of the alleged action or behavior.

7. Provides for feedback to the employee reporting the action and the governing body.
- e. Travel
1. Establishes a process to authorize travel expenditures (i.e. preauthorization).
 2. Defines what constitutes allowable and unallowable travel and clearly establishes reasonable limits.
 3. Establishes a reporting structure with senior management reporting to the governing body.
 4. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds, inability to travel).
 5. Requires adequate record keeping (documentation of time, place, business purpose, and authorization).
 6. Communicates the public nature of purchase records.
 7. Ensures enough information is gathered and communicated to maintain accountability and measure performance.
 8. Has a provision to comply with external reporting requirements (e.g. IRS, Utah Public Finance Website reporting).
- f. Credit/Purchasing Cards
1. Credit/purchase card issuance should be approved by governing body.
 2. Establishes procedures for independent review and reconciliation of each card.
 3. Establishes card holder accountability including consequences for noncompliance (e.g. suspension, termination, recovery of funds, or loss of card privileges).
 4. Establishes required practices to ensure the security of the card (e.g. signing, storing, and who can use the card).
 5. Establishes procedures for card use (e.g. documentation required, timelines, reconciliations, restrictions).
- g. Personal Use of Entity Assets
1. Establishes allowable uses, or disallows use, of entity assets and rates if applicable (e.g. making photocopies, use of heavy equipment).
 2. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds or loss of privileges).
- h. IT & Computer Security
1. Establishes allowable uses of information systems, computer equipment, and the internet.
 2. Discloses to the user that the entity has the right to monitor and limit the activities on entity IT systems.
 3. Establishes individual accountability, including consequences for noncompliance (e.g. suspension, termination, recovery of funds, or loss of privileges).
- i. Cash Receipting and Deposit
1. Establishes a timeline for entering receipts into the accounting system.
 2. Establishes a timeline for depositing funds in the bank that complies with the Utah Money Management Act (3 days).

3. Establishes security measures for holding funds before deposit (e.g. safe, vault).
4. Establishes a receipting process for giving the customer documentation of the transaction and also provide sufficient information to understand the purpose of the transaction for management review or audit.
5. Establishes a procedure for entering credit card and ACH transactions into the accounting system.
6. Establishes a separation of duties between the person receiving payments and the person making deposits (smaller entities may require dual sign-off on deposits).
7. Establishes required documentation for voiding or altering a cash receipt, including that it be reviewed by someone that didn't make the correction.
8. Requires system-generated or sequentially-numbered receipts to allow for a review of completeness.
9. Requires cash deposits and receipts to be reconciled and/or reviewed by someone not receiving cash.

4. Hire and Train Qualified Staff

Purpose

In order to ensure the effective and efficient delivery of government services, each entity should identify the knowledge, skills, and abilities (KSA) needed by its management and employees. In technical areas, KSA often align with formal credentials, such as a degree or license. Accounting is an area where degrees and professional designations usually indicate a level of proficiency.

Overview

A licensed Certified Public Accountant (CPA) is the most common designation of a person who possesses the KSA needed to oversee the day-to-day financial operations of an entity. There are several other designations that may indicate similar KSA, such as Certified Government Financial Manager (CGFM), Certified Management Accountant (CMA), Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE), Certified Government Auditing Professional (CGAP), and Certified Public Finance Officer (CPFO). At a minimum, we recommend that every entity have someone with a bachelor's degree in accounting as part of its staff.

Implementation

While not every local government entity needs a full-time CPA, every entity should utilize a qualified accountant to ensure that its finances are protected and accurately reported. Most accounting firms and professional bookkeeping services provide a variety of services on an as-needed basis. We recommend every local government evaluate the level of KSA possessed by its accounting staff and consider contracting with an accounting professional. The accounting professional could perform some or all of the accounting and ensure that the entity has effectively implemented internal controls and meets reporting requirements.

To aid local government entities in identifying and procuring the services of qualified accounting professionals, the Office maintains a qualified vendor list included on the Office's website at resources.auditor.utah.gov. The firms on this list have met the requirements set forth by the Office to provide bookkeeping, compliance reporting, or financial statement preparation for local governments.

5. Provide Effective Training

Overview

Training is vital to any organization, especially governments, where services are essential to economic prosperity and basic human needs. Public officials and key employees need to possess at least a basic understanding of the legal requirements of their entity. We encourage entities to consider the KSA needed to support the services provided by their entity, then determine the appropriate level of training that is needed to maintain those KSA. The entity should provide resources to attend sufficient and appropriate training on an ongoing basis.

Implementation

The Office provides comprehensive but basic training on financial topics for local government board members and finance officers. However, this training serves only as an introduction for those who are new or previously untrained in local government financial matters. We recommend board members and finance officers identify and participate in organizations that provide more advanced training. These organizations may be specific to the government type (e.g. counties, charter schools), a specific type of operation (e.g. sewer, water), or a specific job within the organization (e.g. treasurer, finance officer).

At a minimum, board members should view our online basic but comprehensive training every four years (see training.auditor.utah.gov). Also, at least one member of the finance team, preferably the chief finance officer, should have 40 hours of financial training each year. Financial training includes: auditing, accounting, budgeting, reporting, internal controls, fraud prevention and detection, software, and any other topic that is related to the management of finances.

6. Implement a Hotline

Definition

A hotline is a means by which the public and employees can anonymously report concerns about improper behavior of an entity's officers or employees or concerning practices of the entity.

Overview

Fraud losses are 50% smaller at organizations with hotlines than those without hotlines. According to the Association of Certified Fraud Examiners, 40% of reported instances of fraud are discovered through a tip. More than half of these tips were provided by an employee of the organization and 46% of fraud cases detected by tip were reported through a hotline.

Implementation

An effective hotline can be implemented at virtually no cost and can be as simple as providing an email address or phone number. Hotline submissions should be sent directly to a person who has the resources and objectivity to evaluate the concern and investigate if warranted. All complaints and the results of investigations should be presented to the audit committee of the entity in a timely fashion.

Hotlines should be promoted and easy to access (most entities put a link to their hotline on the main page of their website). Every entity should have a written policy that includes the following:

1. Methods for receiving complaints (e.g. email, phone number).
2. A provision for anonymous complaints.
3. Sufficient direction to ensure complaints are given adequate treatment as follows:
 - a. An initial screening of complaints to be performed by an office not involved in the complaint (this could be accomplished by having it performed by more than one office if an independent internal audit function does not exist or it could be sent directly to the audit committee).
 - b. Audit committee:
 - i. Reviews available evidence.
 - ii. Determines if further investigation is merited. If so;
 - Sets the scope of audit
 - Sets a budget
 - Sets a timeline
 - Provides resources
 - c. Audit results are reported to the audit committee.
 - d. Audit committee approves findings and recommendations.
 - e. Audit committee ensures that findings and recommendations are addressed by the appropriate officers or employees.
 - f. Feedback provided to the complainant, if requested.

7. Implement an Internal Audit Function

Definition

An internal audit function is an organizational initiative to monitor and analyze the entity's own operations in order to determine how well it conforms to a set of specific criteria, such as laws, policies, or best practices. Internal auditors are independent of the work they audit, but are very familiar with it so as to allow them to determine compliance with the requirements for that work.

Overview

An internal audit may focus on financial operations, systems, processes, or compliance. As part of the internal audit plan, auditors try to find discrepancies between operational design and operational reality. Internal audits also help uncover evidence of fraud, waste, or abuse. If internal auditors find discrepancies or inappropriate activities, they document and report them to entity leadership who can prioritize and direct corrective action.

The frequency of internal audits will depend on the department or process being examined. Some types of operations may require daily audits for quality control, others may require only an annual audit of records.

Internal audit plans act as a pre-emptive step in maintaining operational efficiency and financial reliability, as well as safeguarding assets.

Implementation

An internal audit function should be formalized by the adoption of an Internal Audit Charter which identifies who is responsible to oversee the internal audit function and who will perform the internal audits.

Those responsible for internal audits should adopt an audit plan which identifies what will be audited and when it will be audited. The audit plan should be reviewed regularly, usually once per year.

Adaptation for small entities

Only the largest of our local governments can justify a full-time internal auditor. Most local governments can execute an effective internal audit program by contracting with an audit professional to work a few days a year. To eliminate added costs entirely, some entities may coordinate with peer entities and utilize each other's financial staff to act as internal auditors. Keep in mind, internal auditors need a solid understanding of audit principles and should use work programs that are designed to effectively identify violations of the laws or policies they are auditing.

8. Use an Audit Committee

Purpose

An audit committee assists the governing body in its financial oversight responsibilities.

Membership

We recommend that members of the audit committee are a subset of the governing body. An audit committee should have a financial expert who is not a member of management. This can be achieved by having a governing body member who is a financial expert, or acquiring the assistance of a volunteer or paid professional financial expert. Finance officers from other local governments should be considered when looking for a financial expert, as they are independent and have a working knowledge of government accounting issues.

Functions

An audit committee must ensure the following:

1. Management develops and enforces systems that ensure the entity accomplishes its mission effectively and efficiently while complying with laws and regulations.
2. The internal audit function objectively assesses the effectiveness of management's internal control program.
3. Financial statement audits are performed by a qualified, independent accounting firm and issues identified during those audits are reviewed and resolved as appropriate.
4. Hotline complaints are investigated and findings are addressed by the governing body.

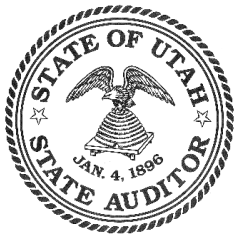
Risk Score

We have developed a five-level assessment score that is intended to communicate the entity's risk of undetected fraud, abuse, or noncompliance. The levels are based upon points assigned to each of the recommended measures. Since some measures are more effective than others, the most effective measures are assigned the most points. As more measures are adopted the score improves. The higher the score, the lower the risk.

The scale and corresponding levels are as follows:

- Very Low
- Low
- Moderate
- High
- Very High

See the *Fraud Risk Assessment Questionnaire* (attached) for specific points assigned to each measure and how point totals correspond to the risk scale.



OFFICE OF THE
STATE AUDITOR

Questionnaire

Revised March 2020

Fraud Risk Assessment

INSTRUCTIONS:

- Reference the *Fraud Risk Assessment Implementation Guide* to determine which of the following recommended measures have been implemented.
- Indicate successful implementation by marking "Yes" on each of the questions below.
- Total the points of the questions marked "Yes" and put on the "Total Points Earned" line below.
- Using the points earned, circle the risk level on the "Risk Level" line below.

Total Points Earned: _____ Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?		200
2. Does the entity have written policies in the following areas:		
a. Conflict of interest?		5
b. Procurement?		5
c. Ethical behavior?		5
d. Reporting fraud and abuse?		5
e. Travel?		5
f. Credit/Purchasing cards (where applicable)?		5
g. Personal use of entity assets?		5
h. IT and computer security?		5
i. Cash receipting and deposits?		5
3. Does the entity have a licensed or certified expert as part of its management team? (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO)		20
a. Do any members of the management team have at least a bachelor's degree in accounting?		10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?		20
5. Have all of the board members completed the State Auditor online training at least once in the last four years?		20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?		20
7. Does the entity have or promote a fraud hotline?		20
8. Does the entity have a formal internal audit function?		20
9. Does the entity have a formal audit committee?		20

Certified By: _____ Certified By: _____

* MC = Mitigating Control

Basic Separation of Duties

See page 2 of this questionnaire for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?				
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?				
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A".				
4. Are all the people who have access to blank checks different from those who are authorized signers?				
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?				
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?				
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".				
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".				
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".				
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?				
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".				
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".				



Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☑ If all of the questions were answered “Yes” or “No” with mitigating controls (“MC”) in place, or “N/A,” the entity has achieved adequate basic separation of duties.

☹ If any of the questions were answered “No,” and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties.

Definitions:

Board Chair is the elected or appointed chairperson of an entity’s governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of governments.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity’s place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

City Council Staff Report



Author: Shari Garrett
Department: Budget & Finance
Subject: Interfund Budget Transfer
Date: June 20, 2023
Type of Item: Public Hearing

Summary Recommendations: That the City Council receive and consider public comment on The City's practice of not charging itself for City operated utility services (water, sewer, storm water, and refuse) used in the normal operations of delivering City services.

Description:

A. Topic: Enterprise Fund Budget Transfers

B. Background:

Utah state law requires the governing body notice its users and hold a public hearing to hear public comment on transferring up to all fees for services provided by the utility funds to City owned and operated facilities.

The City Council adopted Resolution 14-05 on May 20, 2014, that authorizes the waiving up to all fees imposed by or otherwise related to any utility fund so that such fees remain in the General Fund.

The fiscal year 2024 (July 1, 2023 – June 30, 2024) tentative budget includes the City's continued practice of not charging itself for utility services used in the normal operations of delivering City services. *The primary use of these utility services include: use of culinary water, sanitary sewer, storm water, and refuse services at City owned public buildings & facilities and for irrigation purposes at certain parks and open spaces throughout the City where secondary water connections are not available.*

The value of the utility services consumed has been estimated and calculated at the same rates as other similar customers and connections in the system.

Any resources (cash, goods, services, etc.) that are transferred out of a utility enterprise fund without equivalent resources being given in return (cash or overhead allocations), requires the City to publish notice and hold a public hearing on said transfer. The public hearing for said transfer is scheduled for June 20, 2023, at 6 pm.

C. Analysis:

A reasonable calculation or estimation is used to determine the amount of these services provided. The following is an *estimated* dollar amount of the non-charged services and the percentage of total fund expenses for which they represent.

From the Refuse/Garbage Fund to the General Fund	\$10,842 or 1.5%
From the Culinary Water Fund to the General Fund	\$57,440 or 2.7%
From the Sanitary Sewer Fund to the General Fund	\$6,924 or 0.04%
From the Storm Water Fund to the General Fund	\$26,047 or 4.1%

D. Department Review By: Finance

City Council Staff Report



Author: Jake Meibos

Subject: Excavation/Right of Way Permit Fees

Date: 6/14/2023

Type of Item: Motion/Discussion

Summary Recommendation: Approval of the updated Excavation / Right of way fee schedule.

Description:

- A. **Topic:** Staff is recommending to implement a utility fee and a pothole fee to the current Excavation / Right of Way permit.
- B. **Background:** The current Excavation / Right of Way Permit identifies boring as a method of excavation but unfortunately does not have a clear fee schedule for boring or potholes. Boring is typically used for installing conduit for utility cables. Potholes are typically done by hydro-excavating for locating existing utilities.
- C. **Analysis:** Staff has determined that boring and potholing in the city right of way has the same impact on the roads as does a trench cut has on the Remaining Service Life of the road.

The proposed boring and potholing fee schedule has been developed by using the current trench cut fee of \$4 per sf. and the employee hourly rate for inspections.

- **Soft Surface Boring Fee: \$125 per 1000 LF**
No structural impact from soft surface boring. The fee is set to cover inspection time and any other related cost.
 - **Road Crossing Boring Fee: \$150 (Up to 6 potholes)**
Minimal structural impact to the road and sub-surface. The fee is based on inspection time and Jones & Associates analysis for diminished RSL.
 - **Additional Pothole Fee: \$50 per pothole**
Additional potholing in an area can diminish the RSL value at a higher rate. Therefore, Jones & Associates recommend an additional pothole fee for Road Crossing Boring.
 - **Major Project Performance Bond: \$100,000 for 3yrs**
Performance Bonds are to warranty the work for that was permitted. Currently the City requires a \$2,000 bond for all permitted work in the right of way. Staff is recommending a \$100,000 bond for major projects and to be held for 3 yrs. Major projects will be determined by the City Manager or designee. Due to the impact and risk of the major projects, staff and Jones & Associates have determined a \$100,000 bond will be sufficient and insure the warranty of the permitted work.
- D. **Fiscal Impact:** The fiscal impact will be determined by how many permits are issued each year. There will be no financial impact.
 - E. **Department Review:** Public Works Dir., City Manager, Jones & Associates, Building official and Finance.

Alternatives:

- A. **Approve the Request:** Staff are requesting the approval of an additional fee for the Excavation / Right of Way permit.
- B. **Deny The Request:** Deny the request will impact the compensation for inspections and diminished value for Excavation and ROW permits.

City of Washington Terrace
County of Weber, State of Utah

RESOLUTION NO. 23-10

**ADOPTING THE FINAL 2023-24 BUDGET; ADOPTING THE COMPREHENSIVE FEE
SCHEDULE; AND SETTING THE CERTIFIED TAX RATE AT THE COUNTY AUDITOR'S
CERTIFIED RATE**

WHEREAS, Utah State Law requires that on or before the first regularly scheduled meeting of the governing body in the last May a tentative budget for the ensuing year shall be presented to the governing body and prior to June 22 of each year the Council shall by resolution adopt a budget and certified tax rate for the ensuring year; and

WHEREAS, the City Manager and Finance Director on the 2nd day of May 2023, presented to the governing body with a tentative budget for the Fiscal Year 2023-24; and

WHEREAS, the governing body has reviewed the tentative budget for Fiscal Year 2023-24 and the contents contained therein; and

WHEREAS, the governing body, during their regularly scheduled meetings, held a public hearing on Tuesday, May 16, 2023, at City Hall to receive public input regarding the budget and its contents prior to its final adoption on June 20, 2023.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington Terrace, County of Weber, State of Utah that the budget is adopted as follows:

ADOPT THE FISCAL YEAR 2023-24 BUDGET

The Fiscal Year 2023-24 budget as presented and attached hereto in Exhibit A, is hereby adopted as the final original budget.

ADOPT THE COMPREHENSIVE FEE SCHEDULE

The comprehensive fee schedule as presented and attached hereto in Exhibit B, is hereby adopted.

ADOPT THE COUNTY AUDITOR'S 2023 CERTIFIED PROPERTY TAX RATE

The City's *general operations* Certified Property Tax Rate shall be set at the Auditor's Certified Tax Rate of 0.001802 and Certified Rate Revenue of \$1,321,660 and attached hereto in Exhibit C.

EFFECTIVE DATE.

Fiscal Year 2023-24 Budget shall be effective beginning July 1, 2023.

Comprehensive Fee Schedule shall be effective immediately upon adoption.

Certified Property Tax Rate shall be effective immediately upon adoption for the tax year 2023.

PASSED AND ADOPTED this 20th day of June 2023.

CITY OF WASHINGTON TERRACE

Mayor Mark C. Allen

Attest:

City Recorder

Roll Call Vote:

Council Member Barker

Council Member Christiansen

Council Member Seal

Council Member Ferlin

Council Member West

Resolution No. 23-10
Exhibit A

CITY OF WASHINGTON TERRACE

Budget Worksheet - Final ORG Budget
Period: 00/23

Page: 1

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
GENERAL FUND 10					
TAX REVENUE					
10-31-10	Real & Personal Property Tax	1,271,318-	1,276,997-	1,301,660-	-24,663
10-31-11	Cash Over & Short	.00	.00	.00	.00
10-31-15	Motor Vehicle Tax	84,953-	90,000-	90,000-	.00
10-31-20	Delinquent Tax	25,871-	20,000-	20,000-	.00
10-31-30	Sales Tax	1,631,841-	1,725,000-	1,787,508-	-62,508
10-31-35	Municipal Energy Tax	15,738-	25,000-	20,000-	5,000
10-31-40	Franchise Tax	684,275-	739,100-	685,000-	54,100
Total TAX REVENUE:		3,713,997-	3,876,097-	3,904,168-	-28,071
LICENSES & PERMITS					
10-32-10	Business Licenses	143,795-	145,500-	144,000-	1,500
10-32-20	Excavation Permits	966-	2,557-	.00	2,557
10-32-21	Building Permits	144,439-	34,000-	30,000-	4,000
10-32-22	Planning Fees	72,284-	20,000-	9,000-	11,000
10-32-25	Animal Licenses & Fees	4,493-	4,000-	4,000-	.00
Total LICENSES & PERMITS:		365,978-	206,057-	187,000-	19,057
INTERGOVERNMENTAL REVENUE					
10-33-31	Local Hwy County Sales Tax	149,224-	.00	.00	.00
10-33-35	RAMP Tax	9,267-	9,198-	9,198-	.00
10-33-56	Class "C" Road Funds	378,037-	60,000-	73,600-	-13,600
10-33-58	Beer Tax	8,679-	8,679-	7,000-	1,679
10-33-61	Fire & Rescue Grants	3,566-	.00	.00	.00
10-33-62	Grant Revenue	11,529-	6,135-	.00	6,135
10-33-65	Communities That Care	4,000-	7,000-	.00	7,000
10-33-71	Contract Services - MS City	69,010-	100,000-	75,000-	25,000
Total INTERGOVERNMENTAL REVENUE:		633,311-	191,012-	164,798-	26,214
COURT FINES					
10-35-11	WTC Fines	75,143-	75,000-	75,000-	.00
10-35-13	Traffic School	95-	500-	500-	.00
Total COURT FINES:		75,238-	75,500-	75,500-	.00
OTHER REVENUE					
10-36-10	Interest Earned	55,073-	378,400-	90,943-	287,457
10-36-12	Convenience Fees	6,762-	8,500-	10,000-	-1,500
10-36-20	Public Facility Rentals	68,666-	71,961-	67,916-	4,045
10-36-21	Telecom Site Leases	20,563-	21,180-	21,815-	-635
10-36-90	Miscellaneous Revenue	12,008-	7,000-	7,000-	.00
Total OTHER REVENUE:		163,072-	487,041-	197,674-	289,367
CONTRIBUTIONS & TRANSFERS					
10-39-36	Charges for Services CDRA 75	.00	66,033-	.00	66,033
10-39-41	Transfer Other Financing Sourc	72,475-	76,099-	101,253-	-25,154
10-39-44	Use of Beginning Fund Balance	.00	280,928-	.00	280,928
10-39-45	Use of Class C Fund Balance	.00	531,724-	.00	531,724

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
Total CONTRIBUTIONS & TRANFERS:		72,475-	954,784-	101,253-	853,531
Mayor & City Council					
10-41-11	Salaries and Wages	20,374	20,400	24,600	4,200
10-41-13	Employees Benefits	2,120	2,000	2,345	345
10-41-14	Special Benefits & Allowances	600	600	600	.00
10-41-21	Memberships, Books, Subscripti	4,695	4,765	5,510	745
10-41-23	Travel and Training	8,213	8,577	9,006	429
10-41-24	Office Supplies	397	150	150	.00
10-41-29	IT Software & Subscriptions	.00	.00	2,695	2,695
10-41-44	Public Relations	681	1,200	16,200	15,000
10-41-46	Services and Supplies	53	1,200	1,200	.00
10-41-48	Small equipment	660	.00	2,000	2,000
10-41-99	Charges for Services E/F	5,372-	5,434-	6,491-	-1,057
Total Mayor & City Council:		32,421	33,458	57,815	24,357
Justice Court					
10-42-11	Salaries and Wages	114,524	130,600	150,758	20,158
10-42-13	Employee benefits	40,751	47,926	51,016	3,090
10-42-14	Special Benefits & Allowances	110	1,920	600	-1,320
10-42-21	Memberships, Books, Subscripti	.00	200	200	.00
10-42-23	Travel and Training	534	1,000	1,000	.00
10-42-24	Office Supplies and Expenses	1,842	1,500	1,950	450
10-42-31	Professional and Technical	18,109	15,300	15,300	.00
10-42-32	Witness & Jury Fees	463	500	500	.00
10-42-46	Services and Supplies	48	.00	.00	.00
10-42-99	Charges for Services E/F	2,071-	2,395-	2,760-	-365
Total Justice Court:		174,310	196,551	218,564	22,013
Administration					
10-44-11	Salaries and Wages	183,907	212,903	238,285	25,382
10-44-13	Employees Benefits	101,123	111,727	123,027	11,300
10-44-14	Special Benefits & Allowances	7,440	9,700	11,384	1,684
10-44-21	Books, Subscriptions, Membersh	1,077	2,000	2,000	.00
10-44-22	Public Notices	2,739	5,900	5,900	.00
10-44-23	Travel and Training	9,099	9,000	9,000	.00
10-44-24	Office Supplies and Expenses	287	700	700	.00
10-44-29	IT Software & Subscriptions	257	2,600	2,600	.00
10-44-31	Professional and Technical	2,383	3,000	3,000	.00
10-44-40	Communities That Care Program	6,624	9,500	2,500	-7,000
10-44-44	Public Relations	69,000	.00	.00	.00
10-44-46	Services and Supplies	18,322	5,100	21,100	16,000
10-44-98	Charges for Services - RDA	3,331-	3,905-	3,905-	.00
10-44-99	Charges for Services E/F	106,060-	121,805-	139,160-	-17,355
Total Administration :		292,869	246,420	276,431	30,011
Budget & Finance					
10-45-11	Salaries and Wages	220,449	269,385	288,625	19,240
10-45-13	Employees Benefits	75,080	88,181	102,015	13,834
10-45-14	Special Benefits & Allowances	.00	1,280	1,280	.00
10-45-21	Memberships, Book, Subscriptio	679	700	700	.00
10-45-23	Travel and Training	7,068	11,700	9,200	-2,500

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
10-45-24	Office Supplies	956	2,000	2,000	.00
10-45-26	Bank & Pymt Processing Fees	34,091	41,500	42,790	1,290
10-45-29	IT Software & Subscriptions	.00	13,150	13,150	.00
10-45-31	Professional and Technical	12,296	14,800	14,800	.00
10-45-46	Services and Supplies	2,565	3,000	3,000	.00
10-45-48	Small Equipment	.00	2,650	.00	-2,650
10-45-98	Charges for Services - RDA	3,330-	2,604-	2,604-	.00
10-45-99	Charges for Services E/F	205,905-	239,263-	261,060-	-21,797
Total Budget & Finance:		143,948	206,479	213,896	7,417
Leisure Services					
10-47-11	Salaries and Wages	65,919	87,868	94,374	6,506
10-47-13	Employees Benefits	23,946	29,443	28,532	-911
10-47-14	Special Benefits & Allowances	600	600	600	.00
10-47-23	Travel and Training	1,099	1,781	1,750	-31
10-47-24	Office Supplies	3	250	250	.00
10-47-31	Professional and Technical	.00	.00	1,000	1,000
10-47-46	Services and Supplies	56	250	250	.00
10-47-49	Other Programs	1,031	1,000	1,000	.00
10-47-50	Fleet Fuel	236	787	944	157
10-47-51	Fleet Repairs & Maintenance	.00	200	200	.00
10-47-52	Fleet Insurance	388	400	400	.00
Total Leisure Services:		93,277	122,579	129,300	6,721
Non-Departmental					
10-49-29	IT Software & Subscriptions	934	13,500	13,300	-200
10-49-31	Professional and Technical	32,517	12,523	15,890	3,367
10-49-60	Contingency Account	276	20,000	10,000	-10,000
10-49-73	Telephone System O&M	240	1,000	1,000	.00
10-49-75	Caselle Technical Support	10,328	.00	.00	.00
10-49-76	Copier/Postage Equipment O&M	4,172	3,400	3,400	.00
10-49-77	IT System O&M	20,017	14,600	15,600	1,000
10-49-79	Emergency Prep/Operations Ctr	.00	3,000	3,500	500
10-49-81	Insurance	55,179	74,984	76,484	1,500
10-49-99	Charges for Services E/F	54,796-	55,438-	62,669-	-7,231
Total Non-Departmental:		68,867	87,569	76,505	-11,064
Interfund Transfers & Charges					
10-50-69	Transfer to CIP 55	678,988	1,000,000	68,734	-931,266
10-50-70	Transfer to Roads CIP 56 TNT	.00	288,687	248,552	-40,135
10-50-71	Transfer to Recreation Fund 12	19,198	46,283	74,472	28,189
10-50-72	Transfer to Parks CIP Fund 53	192,450	30,000	15,000	-15,000
10-50-75	Transfer to CIP Fund 56 Roads	640,831	531,724	.00	-531,724
10-50-99	Charges for Services E/F	4,371-	4,423-	9,028-	-4,605
Total Interfund Transfers & Charges:		1,527,096	1,892,271	397,730	-1,494,541
General Buildings					
10-51-11	Salaries and Wages	14,054	26,182	31,772	5,590
10-51-13	Employees Benefits	3,833	7,090	8,331	1,241
10-51-14	Special Benefits & Allowances	160	240	240	.00
10-51-25	Equipment O&M	11,491	7,600	16,800	9,200
10-51-26	Buildings & Grounds - O & M	.00	4,500	4,500	.00

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
10-51-27	Utilities	40,736	60,000	55,511	-4,489
10-51-28	Telecommunications	16,534	18,781	25,000	6,219
10-51-31	Professional and Technical	.00	5,406	1,000	-4,406
10-51-43	Building Security	.00	7,000	7,000	.00
10-51-46	Services and Supplies	31,532	24,881	14,950	-9,931
10-51-48	Small equipment	1,485	2,500	2,500	.00
10-51-50	Vehicle Operations	.00	.00	1,500	1,500
10-51-51	Vehicle Repairs & Maintenance	.00	.00	200	200
10-51-52	Fleet Insurance	.00	.00	400	400
10-51-99	Charges for Services E/F	39,211-	42,333-	49,500-	-7,167
Total General Buildings:		80,615	121,847	120,204	-1,643
Police Expenditures					
10-54-30	Contracted Police Services	961,106	1,147,625	1,219,404	71,779
10-54-50	Vehicle Operations	.00	1,500	.00	-1,500
10-54-51	Vehicle Repairs & Maintenance	54	200	.00	-200
10-54-52	Fleet Insurance	230	400	.00	-400
Total Police Expenditures:		961,390	1,149,725	1,219,404	69,679
Fire Department					
10-55-11	Salaries and Wages	422,412	533,446	640,045	106,599
10-55-13	Employee Benefits	46,085	56,644	64,798	8,154
10-55-16	Uniforms	3,500	4,000	4,000	.00
10-55-21	Memberships, Books, Subscripts	.00	300	300	.00
10-55-23	Travel and Training	1,088	4,450	2,000	-2,450
10-55-24	Office Supplies	314	800	800	.00
10-55-25	Small Equipment O&M	.00	2,000	2,000	.00
10-55-26	Building and Grounds O & M	.00	600	4,100	3,500
10-55-28	Telecommunications	1,793	.00	1,800	1,800
10-55-29	IT Software & Subscriptions	.00	10,350	16,910	6,560
10-55-42	Personal Protective Gear	.00	18,676	19,610	934
10-55-46	Services and Supplies	17,421	10,513	10,513	.00
10-55-47	Fire Prevention Education	.00	500	500	.00
10-55-48	Small Equipment	11,548	.00	10,225	10,225
10-55-50	Fleet Fuel	9,175	7,924	9,509	1,585
10-55-51	Fleet Repairs & Maintenance	44,156	47,565	14,050	-33,515
10-55-52	Fleet Insurance	3,699	5,700	5,700	.00
10-55-53	Fleet Testing & Certification	.00	.00	2,000	2,000
Total Fire Department:		561,190	703,468	808,860	105,392
Inspections and Planning					
10-56-11	Salaries and Wages	71,230	91,065	98,987	7,922
10-56-13	Employee Benefits	30,269	48,315	50,739	2,424
10-56-14	Special Benefits & Allowances	425	600	600	.00
10-56-21	Memberships, Books, Subscripts	64	600	600	.00
10-56-23	Travel and Training	.00	1,800	1,800	.00
10-56-24	Office Expenses and Supplies	147	400	400	.00
10-56-29	IT Software & Subscriptions	.00	500	500	.00
10-56-31	Professional and Technical	12,822	10,750	10,750	.00
10-56-46	Services and Supplies	3,038	1,788	1,788	.00
10-56-50	Fleet Fuel	875	1,021	1,072	51
10-56-51	Fleet Repairs & Maintenance	.00	400	400	.00
10-56-52	Vehicle Insurance	388	350	350	.00

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
10-56-99	Charges for Services E/F	5,500-	6,164-	.00	6,164
Total Inspections and Planning :		113,759	151,425	167,986	16,561
Animal Control					
10-57-24	Office Supplies	34	250	250	.00
10-57-30	Contract Services	41,319	45,037	48,280	3,243
10-57-31	Professional and Technical	.00	250	250	.00
10-57-32	Animal Sheltering Services	20,576	26,640	26,700	60
Total Animal Control:		61,929	72,177	75,480	3,303
Public Works Expenditures					
10-60-11	Salaries and Wages	485,054	569,614	634,167	64,553
10-60-13	Employees Benefits	291,507	337,700	377,177	39,477
10-60-14	Special Benefits & Allowances	2,234	4,000	4,000	.00
10-60-15	Overtime	14,138	15,000	16,000	1,000
10-60-16	Uniforms	4,580	4,500	6,000	1,500
10-60-21	Memberships, Books, Subscrip	64	450	450	.00
10-60-23	Travel and Training	2,033	4,700	4,700	.00
10-60-24	Office Supplies and Expenses	732	1,300	1,300	.00
10-60-25	Small Equipment O&M	438	.00	.00	.00
10-60-28	Telecommunications	2,931	4,000	4,000	.00
10-60-29	IT Software & Subscriptions	.00	625	625	.00
10-60-31	Professional and Technical	.00	3,000	3,000	.00
10-60-46	Services and Supplies	1,478	6,688	5,188	-1,500
10-60-47	Fire Hydrant O&M	1,174	4,000	4,000	.00
10-60-48	Small Equipment & Tools	.00	2,300	2,300	.00
10-60-50	Fleet Fuel	23,829	38,051	32,000	-6,051
10-60-51	Fleet Repairs & Maintenance	10,046	14,700	14,700	.00
10-60-52	Fleet Insurance	2,394	2,600	2,600	.00
10-60-99	Charges for Services E/F	557,902-	605,089-	692,775-	-87,686
Total Public Works Expenditures:		284,730	408,139	419,432	11,293
Streets					
10-61-25	Equipment O&M	.00	.00	5,000	5,000
10-61-27	Utilities - Street Lights	48,566	55,253	55,253	.00
10-61-31	Professional and Technical	.00	.00	1,000	1,000
10-61-40	Road Salt	.00	.00	20,000	20,000
10-61-42	Street Signs, Signals & Lights	.00	.00	18,600	18,600
10-61-46	Services & Supplies	38,309	.00	.00	.00
10-61-47	Class "C" Road Maintenance	52,929	60,000	29,000	-31,000
Total Streets:		139,804	115,253	128,853	13,600
Parks & Open Spaces					
10-64-25	Equipment O&M	1,104	700	700	.00
10-64-26	Building and Grounds O&M	.00	.00	19,600	19,600
10-64-27	Utilities	4,858	5,238	10,395	5,157
10-64-28	Telecommunications	699	2,000	2,000	.00
10-64-29	IT Software & Subscriptions	252	1,300	300	-1,000
10-64-31	Landscape Maintenance Contract	157,300	170,650	170,620	-30
10-64-42	Secondary Water Fees	19,029	18,660	19,200	540
10-64-43	Park Security	.00	5,000	5,000	.00
10-64-46	Services & Supplies	23,333	31,675	20,500	-11,175

Account Number	Account Title	2021-22	2022-23	2023-24	2023-24
		Prior year Actual	Current year Budget	Future year Budget	Future year Budget Change
10-64-97	Interfund Charges - EF utility	72,475	76,099	101,253	25,154
10-64-99	Charges for Services - E/F	26,900-	28,192-	29,635-	-1,443
Total Parks & Open Spaces:		252,150	283,130	319,933	36,803
GENERAL FUND 10 Revenue Total:		5,024,070-	5,790,491-	4,630,393-	1,160,098
GENERAL FUND 10 Expenditure Total:		4,788,353	5,790,491	4,630,393	1,160,098-
Total GENERAL FUND 10:		235,717-	.00	.00	.00

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
RECREATION FUND 12					
PROGRAM REVENUES					
12-30-20	Grant/Donation Revenue	.00	5,000-	.00	5,000
12-30-30	Youth Basketball Revenue	5,954-	7,000-	7,200-	-200
12-30-31	Youth Baseball/Softball Revenue	6,268-	7,000-	7,000-	.00
12-30-33	Youth Football Revenue	7,608-	9,975-	12,000-	-2,025
12-30-35	Terrace Days Revenue	9,870-	9,000-	9,000-	.00
12-30-37	Soccer Program Revenue	5,070-	5,792-	6,277-	-485
Total PROGRAM REVENUES:		34,770-	43,767-	41,477-	2,290
CONTRIBUTIONS & TRANSFERS					
12-31-40	Transfer in from General Fund	19,198-	46,283-	74,472-	-28,189
Total CONTRIBUTIONS & TRANSFERS:		19,198-	46,283-	74,472-	-28,189
PROGRAM EXPENDITURES					
12-40-11	Salaries and Wages	3,420	6,990	14,347	7,357
12-40-13	Employees Benefits	342	600	1,147	547
12-40-29	IT Software & Subscriptions	.00	1,150	3,150	2,000
12-40-45	Baseball/Softball Program	4,866	12,797	16,035	3,238
12-40-49	Basketball Program	7,754	8,241	8,020	-221
12-40-52	Football Program	8,831	24,190	45,170	20,980
12-40-57	Soccer Program	2,985	6,082	5,680	-402
12-40-58	Terrace Days	25,061	30,000	22,400	-7,600
Total PROGRAM EXPENDITURES:		53,259	90,050	115,949	25,899
RECREATION FUND 12 Revenue Total:		53,968-	90,050-	115,949-	25,899-
RECREATION FUND 12 Expenditure Total:		53,259	90,050	115,949	25,899
Total RECREATION FUND 12:		710-	.00	.00	.00

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
REFUSE ENTERPRISE FUND 49					
NONOPERATING REVENUES					
49-36-10	Interest Earned	2,952-	23,340-	18,000-	5,340
Total NONOPERATING REVENUES:		2,952-	23,340-	18,000-	5,340
OPERATING REVENUES					
49-37-01	Late Fees/ Penalties	5,808-	5,000-	6,000-	-1,000
49-37-20	New Cart Fee	2,600-	1,000-	1,000-	.00
49-37-50	Refuse Service Charges	620,582-	632,045-	663,311-	-31,266
49-37-60	Recycle Second	1,029-	800-	800-	.00
Total OPERATING REVENUES:		630,019-	638,845-	671,111-	-32,266
CONTRIBUTIONS & TRANSFERS					
49-39-26	Chrg for Serv GF10 Nonoperatin	11,600-	12,180-	10,842-	1,338
49-39-30	Use of Retained Earnings	.00	.00	25,000-	-25,000
Total CONTRIBUTIONS & TRANSFERS:		11,600-	12,180-	35,842-	-23,662
OPERATING EXPENSES					
49-70-24	Office Supplies	145	500	500	.00
49-70-28	Franchise Fee	18,248	18,961	19,899	938
49-70-29	IT Software & Subscriptions	.00	500	500	.00
49-70-30	Utility Billing & Notices	5,198	6,195	6,815	620
49-70-31	Professional and Technical	900	250	250	.00
49-70-34	Waste Collection	270,983	303,440	346,800	43,360
49-70-35	Waste Disposal	148,256	180,000	182,900	2,900
49-70-46	Services and Supplies	40,090	25,000	25,000	.00
49-70-47	Bad Debt	360	.00	.00	.00
49-70-71	Chrg for Serv GF10 Overhead	97,166	105,448	109,606	4,158
49-70-72	Chrg for Serv WF50	21,934	21,891	21,841	-50
Total OPERATING EXPENSES:		603,279	662,185	714,111	51,926
CONTRIBUTIONS & TRANSFERS					
49-75-08	Transfer out GF10 nonoperating	11,600	12,180	10,842	-1,338
Total CONTRIBUTIONS & TRANSFERS:		11,600	12,180	10,842	-1,338
REFUSE ENTERPRISE FUND 49 Revenue Total:		644,571-	674,365-	724,953-	50,588-
REFUSE ENTERPRISE FUND 49 Expenditure Total:		614,879	674,365	724,953	50,588
Total REFUSE ENTERPRISE FUND 49:		29,692-	.00	.00	.00

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
WATER ENTERPRISE FUND 50					
NONOPERATING REVENUE - CAPITAL					
50-33-20	CDBG Grant	250,000-	166,070-	164,814-	1,256
Total NONOPERATING REVENUE - CAPITAL:		250,000-	166,070-	164,814-	1,256
NONOPERATING REVENUES					
50-36-10	Interest Earned	22,646-	122,632-	71,775-	50,857
50-36-40	Disposition of Fixed Assets	63,701	.00	.00	.00
Total NONOPERATING REVENUES:		41,055	122,632-	71,775-	50,857
OPERATING REVENUES					
50-37-01	Late Fees/ Penalties	11,791-	14,000-	14,000-	.00
50-37-02	Misc. Revenue	2,919-	5,000-	5,000-	.00
50-37-10	Water Service Charges	1,349,399-	1,406,685-	1,520,000-	-113,315
50-37-20	Water Connection Fees	12,061-	5,000-	5,000-	.00
50-37-70	Contract Water Charges	60,758-	30,082-	30,000-	82
Total OPERATING REVENUES:		1,436,929-	1,460,767-	1,574,000-	-113,233
CAPITAL CONTRIBUTIONS & TRANSF					
50-39-04	IRS BABs Interest Credit	4,853-	4,384-	3,373-	1,011
50-39-10	Impact Fees	34,784-	10,000-	10,000-	.00
50-39-11	Chrg for Serv CPF55 Ser17 P&I	50,802-	16,891-	16,841-	50
50-39-12	Chrg for Serv RF49 Ser17 P&I	21,934-	21,891-	21,841-	50
50-39-13	Chrg for Serv CPF56 Ser17 P&I	.00	33,783-	33,683-	100
50-39-16	Chrg for Serv SWF52 Ser17 P&I	50,801-	50,674-	50,524-	150
50-39-18	Chrg for Serv SF51 Ser17 P&I	101,603-	101,348-	101,048-	300
50-39-19	Due from Debt Service Fund 65	39,625-	.00	.00	.00
50-39-26	Chrg for Serv GF10 Nonoperatin	40,825-	42,866-	57,440-	-14,574
50-39-30	Use of Retained Earnings	.00	2,030,584-	32,145-	1,998,439
Total CAPITAL CONTRIBUTIONS & TRANSF:		345,227-	2,312,421-	326,895-	1,985,526
OPERATING EXPENSES					
50-70-21	Memberships, books, subscripti	1,661	1,800	1,800	.00
50-70-23	Travel & Training	951	3,620	3,620	.00
50-70-24	Office Supplies	193	825	825	.00
50-70-25	Small Equipment O&M	84	1,500	1,500	.00
50-70-27	Utilities	2,582	2,000	2,100	100
50-70-28	Franchise fees	39,889	42,201	45,600	3,399
50-70-29	IT Software & Subscriptions	.00	27,575	28,247	672
50-70-30	Utility Billing & Notices	5,228	6,793	7,472	679
50-70-31	Professional and Technical	3,494	10,000	10,000	.00
50-70-32	Weber Basin Water	268,784	282,500	296,625	14,125
50-70-35	S/O Wheeling Agreement	9,614	12,424	13,045	621
50-70-36	Line Maintenance & Repair	789	100,000	25,000	-75,000
50-70-37	Valve Maintenance & Repair	.00	5,500	5,500	.00
50-70-38	PRV Maintenance & Repair	.00	5,000	5,000	.00
50-70-39	Water Sampling & Testing	.00	12,000	6,000	-6,000
50-70-42	Seconday Water Fees	1,919	3,795	3,795	.00
50-70-46	Service & Supplies	45,331	19,375	15,000	-4,375
50-70-47	Bad Debt	371	.00	.00	.00
50-70-50	Impact Fee Projects	.00	10,000	10,000	.00

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
50-70-52	Fleet Insurance	1,765	2,000	2,000	.00
50-70-71	Chrg for Serv GF10 Overhead	394,176	432,465	484,956	52,491
50-70-95	Depreciation	337,765	.00	.00	.00
Total OPERATING EXPENSES:		1,114,594	981,373	968,085	-13,288
CAPITAL PROJECTS					
50-71-05	CW5 - 500 West Waterline	183	.00	.00	.00
50-71-06	CW6 Tank #1 Rehabilitation	103	.00	.00	.00
50-71-14	CW14 300 W; 4800-4900 S (RR4F)	.00	10,000	40,000	30,000
50-71-21	CW21 AMI Meter Reading System	.00	469,797	218,314	-251,483
50-71-27	CW27 8" PVC 5250 S (RR24)	.00	424,223	.00	-424,223
50-71-30	CW30 5000 S; 4800-5000 (RR4F)	.00	225,184	.00	-225,184
50-71-47	CW47 5150 S; 150-300E (RR26)	.00	.00	110,000	110,000
50-71-52	5350 S. Waterline Boring Damag	559	.00	.00	.00
50-71-53	CW53 Install 10" PVC (RR10)	.00	500,423	.00	-500,423
50-71-55	CW55 5600 S; 300-500 W (RR25)	.00	125,000	.00	-125,000
50-71-56	CW56	.00	.00	211,500	211,500
Total CAPITAL PROJECTS:		845	1,754,627	579,814	-1,174,813
CAPITAL EQUIPMENT					
50-73-01	Electronic Meters & Radios	12,910	494,565	60,000	-434,565
50-73-02	Capital Equipment	4,528	212,091	28,000	-184,091
50-73-03	Fleet Replacements	270	131,941	.00	-131,941
Total CAPITAL EQUIPMENT:		17,707	838,597	88,000	-750,597
DEBT SERVICE					
50-74-02	Capital Lease 2021 Principal	.00	53,720	54,464	744
50-74-03	Capital Lease 2021 Interest	.00	3,425	2,681	-744
50-74-20	Bond Series 2010B Principal	.00	23,911	25,239	1,328
50-74-25	Bond Series 2010B Interest	9,766	8,938	8,087	-851
50-74-26	Bond Interest Sales (SID)Ser13	769	.00	.00	.00
50-74-29	Bond Series 2017 Interest	127,698	137,825	131,825	-6,000
50-74-30	Bond Series 2017 Principal	.00	200,000	205,000	5,000
Total DEBT SERVICE:		138,233	427,819	427,296	-523
CONTRIBUTIONS & TRANSFERS					
50-75-08	Transfer out GF10 nonoperating	40,825	42,866	57,440	14,574
50-75-09	Chrg for Serv DSF65 Ser2010B P	10,187	10,478	11,060	582
50-75-10	Chrg for Serv DSF65 Ser2010B I	4,279	3,917	3,544	-373
50-75-11	Chrg for Serv SWF52 Ser2010B P	1,566	1,611	1,700	89
50-75-12	Chrg for Serv SWF52 Ser2010B I	658	602	545	-57
Total CONTRIBUTIONS & TRANSFERS:		57,515	59,474	74,289	14,815
WATER ENTERPRISE FUND 50 Revenue Total:		1,991,100-	4,061,890-	2,137,484-	1,924,406
WATER ENTERPRISE FUND 50 Expenditure Total:		1,328,895	4,061,890	2,137,484	1,924,406-
Total WATER ENTERPRISE FUND 50:		662,205-	.00	.00	.00

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
SEWER ENTERPRISE FUND 51					
NONOPERATING REVENUES					
51-36-10	Interest Earned	13,487-	108,000-	50,000-	58,000
51-36-40	Disposition of fixed assets	117,450-	.00	.00	.00
Total NONOPERATING REVENUES:		130,937-	108,000-	50,000-	58,000
OPERATING REVENUES					
51-37-01	Late Fees/ Penalties	11,735-	13,000-	13,000-	.00
51-37-02	Misc. Revenue	5,100-	5,000-	5,000-	.00
51-37-30	Sewer Service Charges	1,246,277-	1,332,276-	1,411,221-	-78,945
51-37-40	Sewer Connection Fees	5,080-	4,800-	4,800-	.00
Total OPERATING REVENUES:		1,268,192-	1,355,076-	1,434,021-	-78,945
CAPITAL CONTRIBUTIONS & TRANSF					
51-39-04	IRS BABs Interest Credit	3,878-	3,487-	3,136-	351
51-39-10	Impact Fees	11,460-	9,000-	9,000-	.00
51-39-19	Due from Debt Service Fund 65	36,577-	.00	.00	.00
51-39-25	Use of Retained Earnings	.00	1,272,422-	56,106-	1,216,316
51-39-26	Chrg for Services GF10 Nonoper	1,100-	1,155-	6,924-	-5,769
Total CAPITAL CONTRIBUTIONS & TRANSF:		53,015-	1,286,064-	75,166-	1,210,898
OPERATING EXPENSES					
51-70-20	Memberships, Books, Subscripti	.00	650	650	.00
51-70-23	Travel and Training	1,185	1,250	1,250	.00
51-70-24	Office Supplies	74	830	830	.00
51-70-28	Franchise Fees	36,785	40,000	42,000	2,000
51-70-29	IT Software & Subscriptions	.00	625	625	.00
51-70-30	Utility Billing & Notices	5,228	6,182	6,800	618
51-70-31	Professional and Technical	1,604	11,000	11,000	.00
51-70-33	Central Weber Sewer	505,047	575,173	592,978	17,805
51-70-36	Line Maintenance & Repair	.00	50,800	10,000	-40,800
51-70-46	Services and Supplies	18,932	24,375	25,000	625
51-70-47	Bad Debt	170	.00	.00	.00
51-70-50	Impact Fee Projects	.00	9,000	9,000	.00
51-70-51	Fleet Repairs & Maintenance	1,409	2,500	4,522	2,022
51-70-52	Fleet Insurance	1,890	1,500	1,500	.00
51-70-71	Chrg for Serv GF10 Overhead	272,819	301,238	354,137	52,899
51-70-95	Depreciation	132,604	.00	.00	.00
Total OPERATING EXPENSES:		977,746	1,025,123	1,060,292	35,169
CAPITAL PROJECTS					
51-72-09	SS9 10" Line on 300 W (RR-4F)	.00	104,054	.00	-104,054
51-72-16	SS16 10" line on 5350 S	.00	70,000	.00	-70,000
51-72-20	SS20 4450 S to 4475 S @ 250 E	.00	210,000	.00	-210,000
51-72-21	SS21 repair line under railroa	.00	40,000	.00	-40,000
51-72-22	SS22 300 W to 370 W @ 4750 S	.00	80,000	.00	-80,000
51-72-23	SS23 5000 S Wash Blvd 300 W	.00	75,000	180,000	105,000
51-72-24	SS24 LINE 275,250,200 W	.00	185,000	.00	-185,000
51-72-27	SS27 Trenchless lining	.00	308,206	.00	-308,206
51-72-28	SS28	.00	.00	65,000	65,000
51-72-31	SS31 8" Line 150 W and 5050 S	.00	150,000	.00	-150,000

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
Total CAPITAL PROJECTS:		.00	1,222,260	245,000	-977,260
CAPITAL EQUIPMENT					
51-73-02	Capital Equipment	3,530	118,294	.00	-118,294
51-73-03	Fleet Replacements	174	134,962	.00	-134,962
Total CAPITAL EQUIPMENT:		3,704	253,256	.00	-253,256
DEBT SERVICE					
51-74-02	Capital Lease 2021 Principal	.00	86,763	87,965	1,202
51-74-03	Capital Lease 2021 Interest	.00	5,532	4,330	-1,202
51-74-12	Bond Series 2010C Interest	5,966	5,433	4,887	-546
51-74-14	Bond Series 2010C Principal	.00	21,831	22,338	507
51-74-26	Bond Interest Sales (SID)Ser13	709	.00	.00	.00
Total DEBT SERVICE:		6,675	119,559	119,520	-39
CONTRIBUTIONS & TRANSFERS					
51-75-05	Chrg for Serv WF50 SER2017 P&I	101,603	101,348	101,048	-300
51-75-08	Transfer out GF10 nonoperating	1,100	1,155	6,924	5,769
51-75-09	Chrg for Serv DSF65 Ser2010C I	5,014	4,566	4,108	-458
51-75-10	Chrg for Serv DSF65 Ser2010C P	17,923	18,350	18,776	426
51-75-11	Chrg for Serv SWF52 Ser2010C I	771	702	632	-70
51-75-12	Chrg for Serv SWF52 Ser2010C P	2,756	2,821	2,887	66
Total CONTRIBUTIONS & TRANSFERS:		129,167	128,942	134,375	5,433
SEWER ENTERPRISE FUND 51 Revenue Total:		1,452,143-	2,749,140-	1,559,187-	1,189,953
SEWER ENTERPRISE FUND 51 Expenditure Total:		1,117,292	2,749,140	1,559,187	1,189,953-
Total SEWER ENTERPRISE FUND 51:		334,851-	.00	.00	.00

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
STORM WATER ENTERPRISE FUND 52					
NONOPERATING REVENUES					
52-36-10	Interest Earned	8,578-	65,800-	25,000-	40,800
52-36-40	Disposition of fixed assets	23,942-	.00	.00	.00
Total NONOPERATING REVENUES:		32,520-	65,800-	25,000-	40,800
OPERATING REVENUES					
52-37-01	Late Fees/ Penalties	5,046-	5,000-	5,000-	.00
52-37-02	Misc. Revenue	.00	10,390-	.00	10,390
52-37-10	Storm Water Service Charges	539,370-	552,407-	569,985-	-17,578
Total OPERATING REVENUES:		544,416-	567,797-	574,985-	-7,188
CAPITAL CONTRIBUTIONS & TRANSF					
52-39-10	Impact Fees	44,871-	5,000-	5,000-	.00
52-39-17	Chrg for Serv WF50 Ser10B P&I	2,224-	2,213-	2,245-	-32
52-39-18	Chrg for Serv SF51 Ser10C P&I	3,527-	3,523-	3,519-	4
52-39-19	Due from Debt Service Fund 65	15,240-	.00	.00	.00
52-39-26	Chrg for Serv GF10 Nonoperatin	18,950-	19,898-	26,047-	-6,149
52-39-30	Use of Retained Earnings	.00	818,587-	.00	818,587
Total CAPITAL CONTRIBUTIONS & TRANSF:		84,812-	849,221-	36,811-	812,410
OPERATING EXPENSES					
52-70-21	Memberships, Books, Subscripts	2,600	2,500	2,500	.00
52-70-23	Travel and Training	100	1,200	1,200	.00
52-70-24	Office Supplies	629	500	500	.00
52-70-28	Franchise Fees	15,852	16,572	17,100	528
52-70-29	IT Software & Subscriptions	.00	625	625	.00
52-70-30	Utility Billing & Notices	5,228	6,264	6,890	626
52-70-31	Professional and Technical	2,370	13,450	13,450	.00
52-70-35	Waste Disposal	69	2,000	2,000	.00
52-70-39	Water Sampling & Testing	.00	500	500	.00
52-70-42	Secondary Water Fees	530	720	742	22
52-70-46	Services and Supplies	6,854	11,875	11,875	.00
52-70-47	Bad Debt	546	.00	.00	.00
52-70-50	Impact Fee Projects	.00	5,000	5,000	.00
52-70-51	Fleet Repairs & Maintenance	4,080	3,500	3,500	.00
52-70-52	Fleet Insurance	1,338	1,200	1,200	.00
52-70-71	Chrg for Serv GF10 Overhead	243,927	271,127	304,379	33,252
52-70-95	Depreciation	80,987	.00	.00	.00
Total OPERATING EXPENSES:		365,110	337,033	371,461	34,428
CAPITAL PROJECTS					
52-71-07	SD6 REGIONAL DETENT BASIN	977	326,000	163,000	-163,000
52-71-16	SD16 Relief Line 4850 S-300 W	.00	110,000	.00	-110,000
52-71-21	SD21 Intersection Drain Improv	26	175,000	.00	-175,000
52-71-24	SD24 Drain Pad	.00	25,000	.00	-25,000
52-71-26	SD26 42" Line 500 S-300 W	.00	85,000	.00	-85,000
Total CAPITAL PROJECTS:		1,003	721,000	163,000	-558,000

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
CAPITAL EQUIPMENT					
52-73-02	Capital Equipment	.00	223,000	20,000	-203,000
52-73-03	Fleet Replacements	.00	125,477	.00	-125,477
Total CAPITAL EQUIPMENT:		.00	348,477	20,000	-328,477
DEBT SERVICE					
52-74-12	Bond Series 2010BC Interest	1,429	1,304	1,177	-127
52-74-14	Bond Series 2010BC Principal	.00	4,432	4,587	155
52-74-26	Bond Interest Sales (SID)Ser13	296	.00	.00	.00
Total DEBT SERVICE:		1,725	5,736	5,764	28
CONTRIBUTIONS & TRANSFERS					
52-75-05	Chrg for Serv WF50 SER2017 P&I	50,801	50,674	50,524	-150
52-75-08	Transfer out GF10 nonoperating	18,950	19,898	26,047	6,149
Total CONTRIBUTIONS & TRANSFERS:		69,751	70,572	76,571	5,999
STORM WATER ENTERPRISE FUND 52 Revenue Total:					
		661,749-	1,482,818-	636,796-	846,022
STORM WATER ENTERPRISE FUND 52 Expenditure Total:					
		437,589	1,482,818	636,796	846,022-
Total STORM WATER ENTERPRISE FUND 52:		224,159-	.00	.00	.00

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
PARKS & OPEN SPACE CIP FUND 53					
Revenues					
53-35-05	Impact Fees	23,743-	5,000-	5,000-	.00
53-35-10	Ramp Tax Grant	5,000-	500,000-	647,790-	-147,790
Total Revenues:		28,743-	505,000-	652,790-	-147,790
Contributions & Transfers					
53-36-20	Transfer in General Fund 10	192,450-	30,000-	15,000-	15,000
53-36-25	Transfer in from CIP Fund 55	12,500-	.00	534,650-	-534,650
53-36-90	Use of beginning fund balance	.00	456,427-	12,908-	443,519
Total Contributions & Transfers:		204,950-	486,427-	562,558-	-76,131
Expenditures					
53-70-04	Parking Lot & Sidewalk O&M	12,758	79,242	15,000	-64,242
53-70-28	Capital Facilities Plan	14,324	21,677	.00	-21,677
53-70-29	Water Conservation Projects	9,484	20,516	25,000	4,484
53-70-50	Impact Fee Projects	.00	5,000	5,000	.00
Total Expenditures:		36,566	126,435	45,000	-81,435
Rohmer Park Improvements					
53-71-15	PK15 Rohmer Park Improvements	.00	.00	135,000	135,000
53-71-28	PK28 Pickleball Complex	2,412	862,450	1,017,348	154,898
Total Rohmer Park Improvements:		2,412	862,450	1,152,348	289,898
Lions Park Improvements					
53-73-01	PK10 Lions Park Improvements	.00	.00	18,000	18,000
Total Lions Park Improvements:		.00	.00	18,000	18,000
Victory Park Improvements					
53-76-07	PK7 Victory Park Improvements	9,958	2,542	.00	-2,542
Total Victory Park Improvements:		9,958	2,542	.00	-2,542
PARKS & OPEN SPACE CIP FUND 53 Revenue Total:		233,693-	991,427-	1,215,348-	223,921-
PARKS & OPEN SPACE CIP FUND 53 Expenditure Total:		48,936	991,427	1,215,348	223,921
Total PARKS & OPEN SPACE CIP FUND 53:		184,758-	.00	.00	.00

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
CAPITAL PROJECTS FUND 55					
Revenue					
55-38-05	Impact Fees - Police	425-	.00	.00	.00
55-38-06	Impact Fees - Fire	262-	.00	.00	.00
55-38-10	Other Financing Sources	29,534-	.00	.00	.00
55-38-11	Disposit of fixed assets -road	68,950-	.00	.00	.00
55-38-12	CDBG Proceeds	.00	83,605-	57,838-	25,767
55-38-13	Disposition of Fixed Assets	163,830-	.00	.00	.00
Total Revenue:		263,001-	83,605-	57,838-	25,767
Contributions and Transfers					
55-39-25	Transfer in General Fund 10	678,988-	1,000,000-	56,841-	943,159
55-39-29	Transfer from GF 10 Road Funds	640,831-	.00	.00	.00
55-39-43	Use of Fund Balance - Roads	.00	1,482,993-	.00	1,482,993
55-39-44	Use of Fund Balance - General	.00	.00	1,148,257-	-1,148,257
Total Contributions and Transfers:		1,319,819-	2,482,993-	1,205,098-	1,277,895
Expenditures					
55-40-39	Charges for Services Water 50	16,934	16,891	16,841	-50
55-40-41	Charges for Services Water 50	33,868	.00	.00	.00
55-40-42	Transfer to DSF 65	127,459	.00	.00	.00
55-40-44	Transfer to Capital Pjct Funds	.00	1,482,993	.00	-1,482,993
55-40-46	Transfer to Parks CIP	12,500	.00	534,650	534,650
55-40-60	Budgeted Increase Fund Balance	.00	370,776	.00	-370,776
Total Expenditures:		190,761	1,870,660	551,491	-1,319,169
Road Maintenance					
55-41-02	Road Maintenance	119,897	.00	.00	.00
Total Road Maintenance:		119,897	.00	.00	.00
Road Fleet					
55-42-01	Road Fleet	38,239	.00	.00	.00
55-42-02	Road Equipment	1,083	.00	.00	.00
Total Road Fleet:		39,321	.00	.00	.00
Road (Re)construction Projects					
55-43-08	300 West Road Project	4,845	.00	.00	.00
55-43-11	RR11 Reconst 300 W	4,824	.00	.00	.00
55-43-20	Sidewalks & Pedestrian Ramps	12,940	.00	.00	.00
55-43-24	RR24 300 E 5250 S & Ridgeline	2,187	.00	.00	.00
Total Road (Re)construction Projects:		24,797	.00	.00	.00
Buildings					
55-45-04	BM4	.00	102,658	10,000	-92,658
55-45-05	Fire/Senior Center Complex	.00	.00	150,000	150,000
55-45-06	BM City Hall	.00	30,000	21,000	-9,000
Total Buildings:		.00	132,658	181,000	48,342

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
Information Technology					
55-50-01	IT Replacements/Upgrades	3,771	46,040	16,400	-29,640
Total Information Technology:		3,771	46,040	16,400	-29,640
Non-Road Fleet					
55-60-01	Fleet Replacements Non-Streets	199,387	189,357	10,000	-179,357
55-60-02	Equipment Non-Streets	180	327,883	504,045	176,162
Total Non-Road Fleet:		199,567	517,240	514,045	-3,195
CAPITAL PROJECTS FUND 55 Revenue Total:		1,582,820-	2,566,598-	1,262,936-	1,303,662
CAPITAL PROJECTS FUND 55 Expenditure Total:		578,115	2,566,598	1,262,936	1,303,662-
Total CAPITAL PROJECTS FUND 55:		1,004,705-	.00	.00	.00

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
CAPITAL PROJECTS FUND ROADS 56					
Tax Revenues					
56-33-31	Local Hwy County Sales Tax	.00	133,000-	150,000-	-17,000
56-33-35	Class "C" Road Funds	.00	309,000-	320,000-	-11,000
Total Tax Revenues:		.00	442,000-	470,000-	-28,000
Other Revenue					
56-36-10	Interest Earned	.00	72,500-	50,000-	22,500
Total Other Revenue:		.00	72,500-	50,000-	22,500
Other Revenue					
56-38-14	Grant Revenue	.00	.00	2,702,831-	-2,702,831
56-38-16	ARPA Federal Grant	.00	1,094,507-	.00	1,094,507
Total Other Revenue:		.00	1,094,507-	2,702,831-	-1,608,324
Contributions and Transfers					
56-39-20	Transfer in from DSF 65	.00	80,600-	.00	80,600
56-39-25	Transfer in from GF 10	.00	288,687-	248,552-	40,135
56-39-27	Transfer in CIP 55	.00	1,482,993-	.00	1,482,993
56-39-29	Transfer from GF 10 - Roads	.00	531,724-	.00	531,724
Total Contributions and Transfers:		.00	2,384,004-	248,552-	2,135,452
Expenditures					
56-40-25	Equipment O&M	.00	43,600	.00	-43,600
56-40-41	Charges for Services Water 50	.00	33,783	33,683	-100
56-40-42	Transfer to DSF 65	.00	7,493	6,689	-804
56-40-60	Budgeted Increase Fund Balance	.00	500,000	100,000	-400,000
Total Expenditures:		.00	584,876	140,372	-444,504
Road Maintenance					
56-41-02	Road Maintenance	.00	938,374	338,180	-600,194
Total Road Maintenance:		.00	938,374	338,180	-600,194
Road Fleet					
56-42-01	Road Fleet	.00	67,967	10,000	-57,967
56-42-02	Road Equipment	.00	76,035	70,000	-6,035
Total Road Fleet:		.00	144,002	80,000	-64,002
Road (Re)construction Projects					
56-43-08	RR4F 300 West Road Project	.00	392,612	2,702,831	2,310,219
56-43-10	RR10 Reconst 5200S 150 E 500W	.00	1,219,619	.00	-1,219,619
56-43-20	Sidewalks & Pedestrian Ramps	.00	48,513	10,000	-38,513
56-43-24	RR24 300 E 5250 S & Ridgeline	.00	465,015	.00	-465,015
56-43-25	RR25 5600 S; 500-300 W (CW55)	.00	200,000	.00	-200,000
56-43-26	RR26 5150 S; 300-150 E (CW47)	.00	.00	200,000	200,000
Total Road (Re)construction Projects:		.00	2,325,759	2,912,831	587,072
CAPITAL PROJECTS FUND ROADS 56 Revenue Total:					

Account Number	Account Title	2021-22	2022-23	2023-24	2023-24
		Prior year Actual	Current year Budget	Future year Budget	Future year Budget Change
		.00	3,993,011-	3,471,383-	521,628
	CAPITAL PROJECTS FUND ROADS 56 Expenditure Total:	.00	3,993,011	3,471,383	521,628-
	Total CAPITAL PROJECTS FUND ROADS 56:	.00	.00	.00	.00

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
DEBT SERVICE FUND 65					
REVENUES					
65-36-10	Interest Earned	3-	.00	.00	.00
Total REVENUES:		3-	.00	.00	.00
REVENUES					
65-39-30	Due from CPF 55	127,459-	.00	.00	.00
65-39-31	Due from SID 66	197,518-	.00	.00	.00
65-39-32	Chrg for Serv WF50 Ser10BC P&I	14,466-	14,395-	14,604-	-209
65-39-33	Chrg for Serv SF51 Ser10BC P&I	22,937-	22,916-	22,884-	32
65-39-34	Chrg for Serv CPF56 ELSer2021	.00	7,493-	6,689-	804
65-39-41	Use of fund balance	.00	80,600-	.00	80,600
Total REVENUES:		362,380-	125,404-	44,177-	81,227
EXPENDITURES					
65-40-54	Muni Equipment Lease Principal	50,000	7,044	6,375	-669
65-40-55	Muni Equipment Lease Interest	675	449	314	-135
65-40-56	Bond Principal Sales Tax Ser13	179,334	.00	.00	.00
65-40-57	Bond Interest Sales Tax Ser13	3,551	.00	.00	.00
65-40-58	Bond Princial Wtr Swr Ser10BC	28,109	28,828	29,836	1,008
65-40-59	Bond Interest Wtr Swr Ser10BC	9,293	8,483	7,652	-831
65-40-62	Transfer to Capital Projects	.00	80,600	.00	-80,600
65-40-63	Other	1,000	.00	.00	.00
Total EXPENDITURES:		271,962	125,404	44,177	-81,227
CONTRIBUTIONS & TRANSFERS					
65-75-09	Due to Water Fund 50	39,625	.00	.00	.00
65-75-10	Due to Sewer Fund 51	36,577	.00	.00	.00
65-75-11	Due to Storm Fund 52	15,240	.00	.00	.00
Total CONTRIBUTIONS & TRANSFERS:		91,442	.00	.00	.00
DEBT SERVICE FUND 65 Revenue Total:		362,383-	125,404-	44,177-	81,227
DEBT SERVICE FUND 65 Expenditure Total:		363,404	125,404	44,177	81,227-
Total DEBT SERVICE FUND 65:		1,021	.00	.00	.00

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
SID CAPITAL PROJECTS FUND 66					
CONTRIBUTIONS & TRANSFERS					
66-55-02	Transfer to DSF 65	197,518	.00	.00	.00
Total CONTRIBUTIONS & TRANSFERS:		197,518	.00	.00	.00
SID CAPITAL PROJECTS FUND 66 Revenue Total:		.00	.00	.00	.00
SID CAPITAL PROJECTS FUND 66 Expenditure Total:		197,518	.00	.00	.00
Total SID CAPITAL PROJECTS FUND 66:		197,518	.00	.00	.00

Washington Terrace City
Consolidated Fee Schedule

Administration	FY 2023 Org Adopted (7/22)	FY 2024 Org Adopted Res 23-10 (7/23)
Candidate Filing Fee	\$ 25.00	\$ 25.00
City Zoning Maps		
11"x17"	1.00	1.00
17"x24"	4.00	4.00
Copies/reproduction	0.50	0.50
Credit Card/EFT Convenience Fee per transaction(1)(1.2)	Refer to note 1 & 1.2	Refer to note 1 & 1.2
Return Check	25.00	25.00
GRAMA Records Request	0.50/page	0.50/page
Payroll deductions (non-city sponsored)	\$5 /deduction/ pay period	\$5 /deduction/ pay period
Standard Labor Rate for City billed services (1.3)	50.00 / hr	55.00 / hr
Standard Equipment Rate for City billed services (1.4)	Refer to note 1.4	Refer to note 1.4

(1) Credit card convenience fee, 3% for transactions over \$300. Amended Jan. 2019 Res 19-01

(1.2) 2% for non-utility service payments. Fee discontinued for utility service payments. Amended Jan. 2019 Res 19-01

(1.3) Per hour, per employee labor rate for nonexempt employees.

(1.4) Based on the Schedule of Equipment Rates | US Department of Homeland Security | FEMA

<https://www.fema.gov/assistance/public/schedule-equipment-rates>

Animal Control		
Reclaim/Transport		
after hours impound	75.00	75.00
transportation	50.00	50.00
temp holding kennel	23.00	23.00
trapped animal transport	20.00	20.00
Trap Rental		
per week	15.00	15.00
Licensing		
altered	10.00	10.00
unaltered	25.00	25.00
senior citizen (over 65)		
altered	5.00	5.00
unaltered	10.00	10.00
duplicate tag	5.00	5.00
late fee	20.00	20.00
Microchipping	15.00	15.00

Building Permits & Planning Fees		
Plannings Fees (3)		
planning commission review	495.00	495.00
development review fee	200.00	200.00
conditional use permit	270.00	270.00
subdivision & engineer review	\$495 plus \$60 / lot	\$495 plus \$60 / lot
zoning amendment or rezone request	496.00	496.00
apartment complex	\$495 plus 40 / unit	\$495 plus 40 / unit
commercial engineering review	500.00	500.00
subdivision off-site improvement inspection	Actual cost	Actual cost
board of adjustments request	300.00	300.00
excavation permit (bond or deposit*)	47.47	47.47
annexation fee	1,000.00	1,000.00
site plan fee	395.00	395.00
Excavation & Right-of-Way Encroachment (3.1)		
Permit	100.00	100.00
Bond	2,000.00	2,000.00
Road cut fee	\$4 sq. ft.	\$4 sq. ft.
No permit fine	200.00	200.00
Building Permits (3.2)		
65% Plan review fee on commercial permits	Refer to note 3.2	Refer to note 3.2
25% Plan review fee on single/multiple family permits	Refer to note 3.2	Refer to note 3.2

(3) Plus additional review costs in excess of minimum, if applicable.

(3.1) Permittee may be required to resurface if a surface treatment has been applied within the past 2 years.

(3.2) Refer to the permit fee schedule released in the current International Code Council (ICC)

Washington Terrace City
Consolidated Fee Schedule

Impact Fees	FY 2023 Org Adopted (7/22)	FY 2024 Org Adopted Res 23-10 (7/23)
Culinary Water Facilities (4.1)		
Service size 1"	1,618.00	1,618.00
Service size 1.25"	2,561.00	2,561.00
Service size 1.5"	3,730.00	3,730.00
Service size 2"	6,605.00	6,605.00
Service size 2.5"	10,290.00	10,290.00
Service size 3"	14,829.00	14,829.00
Service size 4"	26,377.00	26,377.00
Service size 6"	59,404.00	59,404.00
Service size 8"	105,598.00	105,598.00
Service size 10"	165,002.00	165,002.00
Sanitary Sewer Facilities (4.1)		
Service size 1"	533.00	533.00
Service size 1.25"	844.00	844.00
Service size 1.5"	1,229.00	1,229.00
Service size 2"	2,176.00	2,176.00
Service size 2.5"	3,391.00	3,391.00
Service size 3"	4,886.00	4,886.00
Service size 4"	8,691.00	8,691.00
Service size 6"	19,573.00	19,573.00
Service size 8"	34,794.00	34,794.00
Service size 10"	54,367.00	54,367.00
Storm Drain Facilities		
Residential lots - single family	535.53	535.53
Unique residential and commercial (per sq. ft.)	0.1210	0.1210
Park Facilities		
Residential single family (per ERU)	1,826.37	1,826.37
Residential multi-family (per ERU)	1,697.29	1,697.29
Public Safety Facilities - Police		
Residential (per residence)	26.62	26.62
Commerical (per sq. ft. of lot(s) developed)	0.00224	0.00224
Public Safety Facilities - Fire/EMS		
Residential (per residence)	46.70	46.70
Commerical (per sq. ft. of lot(s) developed)	0.00513	0.00513
Water Meter & Radio (4.2)		
3/4"	550.00	550.00
1"	630.00	630.00
1.5"	1,003.00	1,003.00
2"	1,201.00	1,201.00
3"	2,547.00	2,547.00
6"	5,888.00	5,888.00

(4.1) Impact Fee Study prepared by Jones & Associates (Oct. 2010)

(4.2) Fees may be adjusted to reflect changes in vendor pricing.

Washington Terrace City
Consolidated Fee Schedule

Facility Rentals	FY 2023 Org Adopted (7/22)	FY 2024 Org Adopted Res 23-10 (7/23)
Rohmer Park Pavilion Fee (per time frame)	30.00	
Resident		40.00
Non-resident		80.00
Victory Park Pavilion Fee (per time frame)	30.00	
Resident		40.00
Non-resident		80.00
(5.10) Park Pavilion Deposit	50.00	100.00
(5.11) Park Pavilion Cancellation Fee		
Reservation cancelled with a seven business days or greater notice (full refund minus cancellation fee)	10.00	15.00
Reservation cancelled with less than seven business day notice (50% of fee)		
Half Day	12.50	20.00
Full Day	25.00	40.00
Reservation cancelled with less than three business days, no refund will be given.		
Half Day	25.00	40.00
Full Day	50.00	80.00
(5.12) Civic-Senior Center		
first hour	70.00	70.00
each subsequent hour	10.00	10.00
kitchen	25.00	25.00
employee return fee	5.00	5.00
cleaning deposit (refundable)	250.00	250.00
Field Use Rental		
per hour	20.00	35.00
Long-term contract	200.00	50.00
Deposit (refundable)		
Short-term contract		50.00
Long-term contract	250.00	250.00
(5.10) Refundable subject to park rental refund policy.		
(5.11) No refunds will be issued due to weather or other unforeseen conditions.		
(5.12) Not available for general public rental. Washington Terrace Civic groups and		
Leisure Services, Parks & Recreation		
Youth Soccer	50.00	50.00
T-Ball	50.00	50.00
Machine Pitch	50.00	50.00
Youth Baseball	50.00	50.00
Youth Softball	50.00	50.00
Youth Tackle Football	140.00	
Resident		140.00
Non-Resident		160.00
Basketball		
Resident	50.00	50.00
Non-Resident		60.00
Girls Volleyball	50.00	
Resident		50.00
Non-Resident		60.00
Special Events Regular Vendor	40.00	40.00
Special Events Food Vendor	50.00	50.00

Washington Terrace City
Consolidated Fee Schedule

Business Licenses	FY 2023 Org Adopted (7/22)	FY 2024 Org Adopted Res 23-10 (7/23)
Professional/Business Services		
Base	102.00	102.00
Disproportionate	4.00	4.00
General Services		
Base	102.00	102.00
Disproportionate	30.00	30.00
Contracted Services		
Base	102.00	102.00
Disproportionate	32.00	32.00
Personal Services		
Base	102.00	102.00
Disproportionate	4.00	4.00
Entertainment		
Base	102.00	102.00
Disproportionate	201.00	201.00
Automotive		
Base	102.00	102.00
Disproportionate	201.00	201.00
Sales		
Base	102.00	102.00
Disproportionate	8.00	8.00
Convenience Stores		
Base	102.00	102.00
Disproportionate	2,000	2,000
Family Services - Commercial		
Base	102.00	102.00
Disproportionate	150.00	150.00
Family Services - Residential		
Base	102.00	102.00
Disproportionate	100.00	100.00
Storage		
Base	102.00	102.00
Disproportionate	16.00	16.00
Car Wash		
Base	102.00	102.00
Disproportionate	74.00	74.00
Dialysis		
Base	102.00	102.00
Disproportionate	2,000	2,000
Toll		
Base	102.00	102.00
Disproportionate	94.00	94.00
Group Homes		
Base	102.00	102.00
Disproportionate	450.00	450.00
Long-Term Care		
Base	162.00	162.00
Disproportionate / room	177.00	177.00
Hospital		
Base	228.00	228.00
Disproportionate / room	11.00	11.00
Apartment		
Base	102.00	102.00
Disproportionate / unit	51.00	51.00
Disproportionate (Good Landlord Program participant) / unit	46.00	46.00

Washington Terrace City

Consolidated Fee Schedule

Utility Services (billed monthly)	FY 2023 Org Adopted (7/22)	FY 2024 Org Adopted Res 23-10 (7/23)
Set-up Fee (Non-refundable)	40.00	40.00
Shut Off Deposit	2 months minimum bill	2 months minimum bill
Late Fee	15.00	15.00
Lien Processing Fee	143.00	143.00
Water Reconnect / Disconnect Fee	42.00	42.00
After hours Reconnect / Disconnect Fee	166.00	166.00
Meter Appointment No show fee	72.00	72.00
Meter rental deposit (8.1)	955.00	955.00
Meter Tampering Fee (8.2)	Refer to note 8.2	Refer to note 8.2
Refuse Cart pickup or delivery fee	25.00	25.00
Refuse Cart Fee (8.3)		
Universal Cart	100.00	103.00
Recycle Cart	100.00	103.00
Storm Water (per ERU)	9.45	9.75
Temporary Disconnect water & sewer services	50.00	50.00

Water Tank Fee	-	
(8.1) Fire hydrant meter rentals will be charged at a 3" commercial water rate. Charges will begin, unprorated, the month the meter is issued through the month the meter is returned. Overage rates will apply if actual usage exceeds the cumulative monthly base gallons.		
(8.2) Refer to the Washington Terrace Municipal Code 13.08.090, "Meter Tampering Prohibited"		
(8.3) Fees may be adjusted to reflect changes in vendor pricing.		

Residential Water		
Single-Family (\$/gallons)	24.00 / 4,000	25.80 / 4,000
Single-Family gallons over (\$/gallons)	5.10 / 1,000	5.10 / 1,000
Duplex (\$/gallons)	48.00 / 8,000	51.60 / 8,000
Duplex gallons over (\$/gallons)	5.10 / 1,000	5.10 / 1,000
Tri-Plex (\$/gallons)	76.20 / 12,000	77.40 / 12,000
Tri-Plex gallons over (\$/gallons)	5.10 / 1,000	5.10 / 1,000

Residential Sewer		
Single-Family (\$/gallons)	22.00 / 4,000	24.40 / 4,000
Single-Family gallons over (\$/gallons)	5.03 / 1,000	5.05 / 1,000
Duplex (\$/gallons)	44.000 / 8,000	48.80 / 8,000
Duplex gallons over (\$/gallons)	5.03 / 1,000	5.05 / 1,000
Triplex (\$/gallons)	66.00 / 12,000	73.20 / 12,000
Triplex gallons over (\$/gallons)	5.03 / 1,000	5.05 / 1,000

Refuse		
Refuse First & Recycle Cart	16.55	17.05
Refuse Second Cart	16.55	17.05
Second Recycle Cart	5.95	6.45

Commercial Water		
3/4" meter (\$/gallons)	27.12 / 4,000	29.15 / 4,000
3/4" meter gallons over (\$/gallons)	5.71 / 1,000	5.75 / 1,000
1" meter (\$/gallons)	50.85 / 7,500	54.66 / 7,500
1" meter gallons over (\$/gallons)	5.71 / 1,000	5.75 / 1,000
1 ½" meter (\$/gallons)	101.70 / 15,000	109.33 / 15,000
1 ½" meter gallons over (\$/gallons)	5.71 / 1,000	5.75 / 1,000
2" meter (\$/gallons)	152.55 / 22,500	163.99 / 22,500
2" meter gallons over (\$/gallons)	5.71 / 1,000	5.75 / 1,000
3" meter (\$/gallons)	254.25 / 37,500	273.32 / 37,500
3" meter gallons over (\$/gallons)	5.71 / 1,000	5.75 / 1,000
4" meter (\$/gallons)	508.50 / 75,000	546.64 / 75,000
4" meter gallons over (\$/gallons)	5.71 / 1,000	5.75 / 1,000
6" meter (\$/gallons)	4,746.00 / 1,000,000	5,101.95 / 1,000,000
6" meter gallons over (\$/gallons)	4.01 / 1,000	4.05 / 1,000

Commercial Sewer		
3/4" meter (\$/gallons)	24.86 / 4,000	27.57 / 4,000
3/4" meter gallons over (\$/gallons)	5.63 / 1,000	5.65 / 1,000
1" meter (\$/gallons)	46.61 / 7,500	51.70 / 7,500
1" meter gallons over (\$/gallons)	5.63 / 1,000	5.65 / 1,000
1 ½" meter (\$/gallons)	93.23 / 15,000	103.40 / 15,000
1 ½" meter gallons over (\$/gallons)	5.63 / 1,000	5.65 / 1,000
2" meter (\$/gallons)	139.84 / 22,500	155.09 / 22,500
2" meter gallons over (\$/gallons)	5.63 / 1,000	5.65 / 1,000
3" meter (\$/gallons)	233.06 / 37,500	258.49 / 37,500
3" meter gallons over (\$/gallons)	5.63 / 1,000	5.65 / 1,000
4" meter (\$/gallons)	466.13 / 75,000	516.98 / 75,000
4" meter gallons over (\$/gallons)	5.63 / 1,000	5.65 / 1,000
6" meter (\$/gallons)	4,381.58 / 1,000,000	4,859.57 / 1,000,000
6" meter gallons over (\$/gallons)	3.94 / 1,000	3.95 / 1,000

Tax Year: **2023**

It is hereby resolved that the governing body of:

WASHINGTON TERRACE CITY

approves the following property tax rate(s) and revenue(s) for the year: **2023**

1. Fund/Budget Type		2. Revenue	3. Tax Rate
10	General Operations	1,321,660	0.001802
190	Discharge of Judgement		
		\$1,321,660	0.001802

This resolution is adopted after proper notice and hearing in accordance with UCA 59-2-919 and shall be forwarded to the County Auditor and the Tax Commission in accordance with UCA 59-2-913 and 29-2-920.

Signature of Governing Chair

Signature: _____ Date: _____

Title: _____



City of Washington Terrace
Redevelopment Agency Meeting
Tuesday, June 20, 2023
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 MAY 16, 2023**

4. **NEW BUSINESS**

**4.1 MOTION/RESOLUTION 23-11: A RESOLUTION ADOPTING THE FISCAL
YEAR 2023-2024 BUDGET DOCUMENT**

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

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 on the Utah Public Notice Website www.utah.gov/pmn/index, the City Website www.washingtonterracecity.com, and City Hall located at 5249 S 400 East, Washington Terrace. Amy Rodriguez, City Recorder.

City of Washington Terrace
Minutes of a Redevelopment Meeting
Held on May 16, 2023
Following the Regular City Council Meeting
City Hall, 5249 South 400 East, Washington Terrace City,
Weber County, Utah

BOARD MEMBERS AND STAFF MEMBERS PRESENT

Chair Mark C. Allen
Vice Chair Jeff West
Board Member F. Carey Seal
Board Member Jill Christiansen
Board Member Scott Barker
Board Member Randy Ferlin – excused
Finance Director Shari’Garrett
City Recorder Amy Rodriguez
City Manager Tom Hanson

Others Present

Ulis Gardiner, Mike Thomas

1. ROLL CALL

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM OCTOBER 4, 2022

Items 3.1 and 3.2 were approved by general consent.

4 SPECIAL ORDER

**4.1 PUBLIC HEARING: TO HEAR COMMENT IN SUPPORT AND OPPOSITION
REGARDING THE FISCAL YEAR 2024 TENTATIVE BUDGET AND FISCAL
YEAR 2025-2028**

Hanson stated that the budget represents the work being done in the Southeast Business District. He stated that it is a rolling budget. He stated that the Southeast Business District will expire within the five year plan (fiscal year 2026, calendar 2025). Hanson stated that we have been able to complete our goals that were established during the RDA. Hanson stated that our contribution that the city makes to the RDA (\$100,000) will stop and stay in the general fund. Hanson stated That we don’t anticipate the expenses or revenue for the Golden West Credit Union until it is activated. Hanson stated that they are expecting a mid-October occupancy agreement so that it can trigger on the first of January. Hanson stated that we are working with the county to get it officially on the tax record once it is completed.

Chair Allen opened the Public Hearing at 7:57 p.m.
There were no citizen comments.
Chair Allen closed the Public Hearing at 7:58 p.m.

5. NEW BUSINESS

**5.1 MOTION/RESOLUTION 23-06: RESOLUTION REGARDING THE
DISSOLUTION OF CERTAIN REDEVELOPMENT AREAS**

This is the RDA Board requirement to dissolve the Central Business
District RDA that expired this past year.

**Motion by Board Member Seal
Seconded by Board Member Barker
To approve Resolution 23-06
To dissolve certain Redevelopment Areas
Approved unanimously (4-0)
Roll Call Vote**

6. ADJOURNMENT OF MEETING: CHAIR ALLEN

**Motion by Board Member Seal
Seconded by Board Member Christiansen
To adjourn the meeting
Approved unanimously (4-0)
Time: 7:59 p.m.**

Date Approved

City Recorder

City of Washington Terrace

County of Weber, State of Utah

RESOLUTION NO. 23-11

A RESOLUTION FOR THE WASHINGTON TERRACE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY (A.K.A. REDEVELOPMENT AGENCY) ADOPTING THE FISCAL YEAR 2023-24 BUDGET

WHEREAS, Utah State Law requires that on or before the first regularly scheduled meeting of the governing body in the last May a tentative budget for the ensuing year shall be presented to the governing body and prior to June 30 of each year the Council shall by resolution adopt a budget for the ensuing year; and

WHEREAS, the City Manager and Finance Director on the 2nd day of May 2023, presented to the board a tentative budget for Fiscal Year 2023-24; and

WHEREAS, the governing body has reviewed and considered the tentative budget for Fiscal Year 2023-24, and budget plan for Fiscal Years 2025 - 2028 during a series of public meetings; and

WHEREAS, the governing body, during their regularly scheduled meetings, held public hearings on Tuesday, May 16, 2023, at City Hall to receive public comment on the tentative Fiscal Year 2023-24 budget prior to its final adoption on June 20, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Washington Terrace Redevelopment Agency, County of Weber, State of Utah that the Fiscal Year 2023-24 budget be adopted as presented and *attached (A)* hereto.

EFFECTIVE DATE. This Resolution shall take effect July 1, 2023, for the Fiscal Year beginning July 1, 2023.

PASSED AND ADOPTED this 20th day of June 2023.

WASHINGTON TERRACE REDEVELOPMENT AGENCY

Chair Mark C. Allen

Attest:

City Recorder

Roll Call Vote

Board Member Barker ____

Board Member Christiansen ____

Board Member Seal ____

Board Member Ferlin ____

Board Member West ____

Resolution No. 23-11
Exhibit A

CITY OF WASHINGTON TERRACE

Budget Worksheet - Final ORG Budget
Period: 00/23

Page: 22

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
CDRA FUND 70					
INTERGOVERNMENTAL REVENUE					
70-31-10	Tax Increment - Southeast	508,847-	440,000-	440,000-	.00
70-31-11	Tax Increment - Central B/D	35,410-	.00	.00	.00
Total INTERGOVERNMENTAL REVENUE:		544,257-	440,000-	440,000-	.00
OTHER REVENUE					
70-36-10	Interest Earnings	16,922-	.00	.00	.00
Total OTHER REVENUE:		16,922-	.00	.00	.00
CONTRIBUTIONS & TRANSFERS					
70-39-40	Use of Beginning Fund Balance	.00	2,085,991-	.00	2,085,991
Total CONTRIBUTIONS & TRANSFERS:		.00	2,085,991-	.00	2,085,991
OPERATING EXPENDITURES					
70-40-11	Salaries and Wages	13,069	14,400	14,400	.00
70-40-13	Benefits	1,375	1,400	1,400	.00
70-40-21	Memberships, Books, Subscripti	2,804	2,800	2,800	.00
70-40-23	Travel and Training	.00	1,000	1,000	.00
70-40-50	Charges for services GF 10	6,661	6,509	6,509	.00
70-40-82	Budgeted Increase Fund Balance	.00	.00	413,891	413,891
Total OPERATING EXPENDITURES:		23,909	26,109	440,000	413,891
CENTRAL BUSINESS DISTRICT					
70-44-75	Transfer to CDRA Fund 71	.00	234,449	.00	-234,449
Total CENTRAL BUSINESS DISTRICT:		.00	234,449	.00	-234,449
SOUTHEAST PROJECT AREA					
70-45-31	Professional and Technical	6,286	.00	.00	.00
70-45-41	Goldenwest Dev Agreement SP1	1,954	1,202,497	.00	-1,202,497
70-45-44	Land Develop Parcel 070370031	1,651	5,390	.00	-5,390
70-45-48	Capital Projects - Southeast	.00	413,891	.00	-413,891
70-45-75	Transfer to CDRA House Fund 75	.00	643,655	.00	-643,655
Total SOUTHEAST PROJECT AREA:		9,891	2,265,433	.00	-2,265,433
CDRA FUND 70 Revenue Total:		561,179-	2,525,991-	440,000-	2,085,991
CDRA FUND 70 Expenditure Total:		33,800	2,525,991	440,000	2,085,991-
Total CDRA FUND 70:		527,379-	.00	.00	.00

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
CDRA CBD FUND 71					
REVENUES					
71-39-26	Transfer from CDRA 70	.00	234,449-	.00	234,449
Total REVENUES:		.00	234,449-	.00	234,449
EXPENDITURES					
71-40-82	Budgeted Increase Fund Balance	.00	234,449	.00	-234,449
Total EXPENDITURES:		.00	234,449	.00	-234,449
CDRA CBD FUND 71 Revenue Total:		.00	234,449-	.00	234,449
CDRA CBD FUND 71 Expenditure Total:		.00	234,449	.00	234,449-
Total CDRA CBD FUND 71:		.00	.00	.00	.00

Period: 00/23

Account Number	Account Title	2021-22 Prior year Actual	2022-23 Current year Budget	2023-24 Future year Budget	2023-24 Future year Budget Change
CDRA SOUTHEAST HOUSING FUND 75					
TAX REVENUE					
75-31-10	Tax Increment - Southeast	.00	110,000-	110,000-	.00
	Total TAX REVENUE:	.00	110,000-	110,000-	.00
CONTRIBUTIONS & TRANSFERS					
75-39-26	Transfer in CDRA 70	.00	643,655-	.00	643,655
	Total CONTRIBUTIONS & TRANSFERS:	.00	643,655-	.00	643,655
EXPENDITURES					
75-40-32	Homeless Shelter Funding	.00	22,844	26,271	3,427
75-40-82	Budgeted Increase Fund Balance	.00	664,778	83,729	-581,049
	Total EXPENDITURES:	.00	687,622	110,000	-577,622
EXPENDITURES					
75-45-70	Charges for Services GF 10	.00	66,033	.00	-66,033
	Total EXPENDITURES:	.00	66,033	.00	-66,033
	CDRA SOUTHEAST HOUSING FUND 75 Revenue Total:	.00	753,655-	110,000-	643,655
	CDRA SOUTHEAST HOUSING FUND 75 Expenditure Total:	.00	753,655	110,000	643,655-
	Total CDRA SOUTHEAST HOUSING FUND 75:	.00	.00	.00	.00
	Grand Totals:	3,005,636-	.00	.00	.00