



Regular City Council Meeting

Tuesday, April 19, 2016

City Hall Council Chambers

5249 South 400 East, Washington Terrace City

801-393-8681

www.washingtonterracecity.com

1. **WORK SESSION** **5:00 P.M.**
**PRESENTATION: FY 2016 AMENDED BUDGET, FY 2017 TENTATIVE BUDGET, AND
FY 2018-2021 BUDGET PLAN**

Topics to include, but not limited to: Executive Summary & Overview, Major Budget Issues and Assumptions, and Financial Policies and Objectives.

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 MARCH 15, 2016, MEETING MINUTES AND MARCH 17, 2016
WORK SESSION MINUTES**

6. **SPECIAL ORDER**

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

**6.1 PUBLIC HEARING: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SECOND PUBLIC HEARING TO HEAR CITIZEN INPUT CONCERNING THE
PROJECT THAT WAS AWARDED UNDER THE 2016 COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM**

7. **CITIZEN COMMENTS**

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

In compliance with the Americans with Disabilities Act, persons who have need of special accommodation should contact the City Recorder at 801-395-8283.

CERTIFICATE OF POSTING

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

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

8. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS

Council and staff will consider and address concerns and take appropriate measures to follow up on any comments made in the citizen comments item on the agenda.

9. NEW BUSINESS

9.1 DISCUSSION/DIRECTION: 2016 TERRACE DAYS PLANNING DISCUSSION

Discussion on the 2016 Terrace Day's Event. Event activities, vendors, parade information, along with other planning topics will be discussed and direction will be given by Council.

9.2 PRESENTATION: ANIMAL CONTROL QUARTERLY REPORT

A presentation from the South Ogden Animal Control Department on animal activity in Washington Terrace for the period of January- March 2016

9.3 DISCUSSION/MOTION: APPROVAL OF SITE PLAN FOR SUBDIVISION TO BE LOCATED AT APPROXIMATELY 600 EAST 5700 SOUTH

Site Plan Approval for a 27 lot residential subdivision to be located at approximately 600 East 5700 South.

9.4 DISCUSSION/MOTION: SITE PLAN APPROVAL FOR VERIZON TELECOMMUNICATION TOWER

The proposed tower is to be constructed at Van Leeuwen Park located at approximately 125 W 4475 South.

9.5 DISCUSSION/MOTION: LEASE AGREEMENT APPROVAL FOR VERIZON TELECOMMUNICATION TOWER

The proposed tower is to be constructed at Van Leeuwen Park located at approximately 125 W 4475 South.

9.6 MOTION/RESOLUTION 16-05: ADOPTION OF THE WEBER COUNTY PRE-DISASTER MITIGATION PLAN

The Countywide plan outlines potential problem areas for our city and in the county. In 2003 FEMA began to require government agencies to develop "Regional Pre-Disaster Mitigation Plans" as a requirement to apply for Federal Grant money .

9.7 PRESENTATION: FY 2016 AMENDED BUDGET, FY 2017 TENTATIVE BUDGET, AND FY 2018-2021 BUDGET PLAN

Staff will provide a summary of topics presented in the work session to include, but not limited to: Executive Summary & Overview, Major Budget Issues and Assumptions, and Financial Policies and Objectives

9.8 MOTION/ORDINANCE 16-02: TO AMEND CHAPTER 8.16 OF THE MUNICIPAL CODE TO PROVIDE FOR REMOVAL OF GARBAGE AND RECYCLING CONTAINERS

The amended ordinance provides for the removal of garbage and recycling containers to be removed within 24 hours of pick- up.

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10. **COUNCIL COMMUNICATION WITH STAFF**

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

11. **ADMINISTRATION REPORTS**

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

12. **UPCOMING EVENTS**

April 28th: Planning Commission Meeting 6:00 p.m.

May 3rd: Budget Work Session Meeting 5:00 p.m.

May 3rd: Council Meeting 6:00 p.m.

May 17th Budget Work Session Meeting 5:00 p.m.

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

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

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City of Washington Terrace

Minutes of a Regular City Council meeting
Held on March 15, 2016
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of Utah

1. **WORK SESSION** **5:00 P.M.**
Topics to include, but are not limited to: Water Consumption Response Plan

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT AT WORK SESSION

Mayor Mark C. Allen
Council Member Scott Monsen
Council Member Blair Brown
Council Member Robert Jensen
Council Member Scott Barker
Council Member Val Shupe
Public Works Director Steve Harris
Finance Director Shari' Garrett
Treasurer Laura Gamon
City Manager Tom Hanson
City Recorder Amy Rodriguez

Others Present

Garrett stated that the goal of the work session is to understand the issue at hand and suggestions for the 2016 budget adjustments.

Garrett stated that the revenue shortfall plan has been adopted within the budget document; however it has been a while since the plan has had to be put into use.

Garrett stated that the billable usage of water has declined and the city relies heavily on overage costs. She stated that the city may have to readjust how the fees are handled to cover costs.

Garrett suggested that a correction can be done for this year through a budget adjustment. She suggested using unspent funds for projects that have been closed out to offset the deficits in the water and sewer funds. She stated that the deficit can be corrected this year; however, the problem will not go away next year because the funds are considered 'one-time monies'.

Council Member Monsen asked if the reason for the shortfall was due to error. Garrett stated that the trend is that this is the new normal and the City will need to lower consumption projections. She stated that the billable overage gallons continue to trend down. Garrett stated that if billable overage goes up higher, the monies can be re-invested into the Capital Water Fund account.

Garrett stated that that the new homes being built will help with the usage; however it will not make a substantial difference. Garrett stated that the new Public Works facility is being addressed separately.

Council Member Brown stated that he is concerned that the residents do not fully understand the challenges of the City. He would like more communication with the residents on the issues that are being talked about in Council meetings. He is concerned because the City is fast-tracking the Public Works Facility and residents are not fully aware of the project. Garrett stated that Council has budgeted some preliminary money to move forward with the project and it has been built into the 5 year plan. She stated that the plan is strictly that, a plan, and Council is not bound to any commitments or funding.

49 Garrett noted that the rates have not increased for water or sewer in 2 years. Garrett highlighted some of
50 the costs of capital projects. She noted that the City relies on capital capacity to accomplish various
51 projects.

52 Garrett stated that the options for Council do not include system operations and maintenance costs. She
53 stated that these will rise almost every year. She stated that the options to be considered are only to
54 address the issue at hand and how to get back on track. Garrett noted that the options are only estimates
55 and will be worked on during the budget process.

56 Mayor Allen stated that sewer rates go up and the cost is passed onto the City. Council Member Brown
57 stated that the water and sewer cost increases are minimal. Council Member Shupe noted that rates have
58 increased 48 percent over the last 10 years. He stated that his concern is that residents will be upset with
59 continual rate increases. Council Member Monsen stated that he realizes there have been increases;
60 however, he feels that the Council has made a mistake on not increasing rates gradually over the last 2
61 years. He stated that he understands the concerns of those on fixed incomes; however, he stated that the
62 City will need to find a way to pay the bills.

63 Mayor Allen stated that the City must be able to keep funds in Capital to pay for matching grants.
64 Council Member Brown stated that he would like to raise fees only as a last resort. Council Member
65 Jensen stated that taking money from other sources can only last so long and eventually an increase will
66 be necessary. The Mayor stated that current staff and Council have been very frugal and the City is on the
67 lower end of utility fees compared to cities around us.

68

69 Garrett reviewed the Response Plan Options.

70

71 **Option 1**

72 Reducing capital, not increasing user fees: Garrett stated that an option would be taking funds out of
73 capital. She noted that this only addresses the current shortfall issue.

74

75 **Option 2**

76 Increasing all users base rate.

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78 **Option 3**

79 Increasing the base rate and overage rate. Garrett cautioned that this heavily relies on the overage usage
80 and is a high risk.

81

82 **Option 4**

83 Increasing the base rate and also reduce capital. Garrett noted that consumption could increase next year.
84 She stated that there is not enough good data to make the assumptions.

85

86 Council Member Brown asked the City would be able to give residents more water and raise the base rate
87 slightly. Garrett stated that she would have to run the analysis. She stated that half of the residential users
88 go over the 4000 gallons and she is not sure how raising the base gallons would affect overage fees. She
89 stated that the trend is across the board with residential and commercial properties. Harris stated that the
90 City had a higher base in gallons in the past and there were many complaints for residents. Council
91 Member Monsen stated that raising the base gallons would probably hurt the City because we would be
92 selling more water for less money. He stated that changing the base gallons would not change
93 consumption.

94 Hanson stated that this is a major portion of the budget and asked if Council would like a work session to
95 discuss further. Mayor Allen stated that he would like another work session set quickly. It will be set for
96 this Thursday at 5:00 p.m.

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MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

Mayor Mark C. Allen
Council Member Scott Monsen
Council Member Blair Brown
Council Member Robert Jensen
Council Member Scott Barker
Council Member Val Shupe
Public Works Director Steve Harris
Finance Director Shari' Garrett
City Manager Tom Hanson
City Recorder Amy Rodriguez

Others Present

Charles and Reba Allen, Ulis Gardiner, Gary Klema, Cathy Dolles

2. ROLL CALL 6:10 P.M.

3. PLEDGE OF ALLEGIANCE

4. WELCOME

5. CONSENT ITEMS

5.1 APPROVAL OF AGENDA

5.2 APPROVAL OF MARCH 1, 2016 MEETING MINUTES

Items 5.1 and 5.2 approved by general consent.

6. SPECIAL ORDER

6.1 PUBLIC HEARING: TO AMEND THE FISCAL YEAR 2016 BUDGET

Garrett highlighted some of the major adjustments.

General Fund: Garrett stated that franchise taxes are at a \$42,000 decline in projections, due to telecommunication taxes. She stated that there are strengths in building and planning fees that create a nice offset to the franchise tax decline. Garrett noted that there is a reduction in the fund balance because the monies were earmarked for a one time project that did not occur. Garrett stated that employee benefits decreased because some of the anticipated costs did not occur. She also noted that fuel prices are lower than expected resulting in a savings in vehicle maintenance.

Fleet purchase: Garrett noted that fleet purchases and sales are balancing each other out.

Water Fund: Garrett stated that revenues for contract services are showing beneficial for the City, resulting in around \$50,000 a year. This is an increase of \$10,000 over projections. Garrett stated that projections in water service charges could be down by \$72,000. Garrett stated that there is lower overage consumption than originally anticipated. The reduction is proposed to be offset with a reduction in capital funding. The funding will come from projects that have been closed out and the residual funds are no longer necessary.

Sewer Fund: Garrett stated that the sewer fund has the same issue as the water fund, whereas there is lower consumption and revenues are expected to be down by \$62,000 than projected. She stated that the reduction will be offset by the one-time capital funding that was unused.

145

146 Parks Capital Improvement Fund: Garrett stated that the improvements at Victory Park will be largely
147 funded by RAMP grants and CDBG grants. She stated that there will be a reduction of \$46,000 that can
148 be used for other parks projects.

149 Garrett stated that there is an adjustment in the Victory Park Project to keep in line with the actual cost of
150 the project bid.

151

152 Council Member Shupe asked for a clarification on the fleet costs. Hanson stated that the City is
153 budgeting for 3 additional vehicles this year over what was anticipated for this roll cycle. Garrett noted
154 that fleet comes out of different funds depending on what the vehicle is being used for.

155 Hanson stated that the Admin vehicle and Planning vehicle will be taken out of the general fund. He
156 stated that Public Works trucks come out of the water, sewer, or street funds. Council Member Shupe
157 asked why the City is not leasing the vehicles. Hanson stated that the City buys the vehicles outright and
158 sells the vehicles at the end of the 2 years. He stated that the City receives most of the money back at the
159 time of sale. Hanson stated that per year, the lease is more expensive on a lease than outright ownership.
160 Council Member Shupe stated that he understands the benefit of turning over the vehicles, but asked if
161 having the funds up front and putting it back into the budget would garner interest. Garrett stated that it
162 would draw some interest. Council Member Shupe asked if having the funds available to be put into
163 other budget items outweighs the benefits of owning the vehicles outright.

164 Council Member Brown stated that he would like to see a review of the data concerning the fleet
165 program. He stated that he would be interested in how many miles are on the vehicles after 2 years.
166 Hanson stated that the analysis run on the old fleet proved that once the warranty runs out on the vehicle,
167 it is harder to sale the vehicle.

168

169 **Mayor Allen opened the public hearing at 6:39 p.m.**

170

171 Resident Ulis Gardiner- 4608 S 450 W- stated that he would like to know how many vehicles the City
172 has and the types of equipment used. He would like to know where the fleet equipment is being used.
173 Hanson stated that he will be happy to speak with Mr. Gardiner.

174

175 **Mayor Allen closed the public hearing at 6:41 p.m.**

176

177 **7. CITIZEN COMMENTS**

178 Resident Cathy Dolles- 302 E 5000 S- stated that she is proposing a crosswalk at 5000 South near
179 Mountain View Apartments. She stated that there are many auto-pedestrian accidents near the area. She
180 stated that she is working with the media and law enforcement agencies to bring awareness to the
181 problem and possibly stop accidents from happening.

182

183 Resident Gary Klema- 429 W 4575 S- stated that he is concerned with rental properties that rent the
184 basements out on their homes. He would like for people to understand that these are illegal duplexes. He
185 suggested possible articles in the newsletter clarifying rental property guidelines. He stated that some
186 people have a rental business license but are renting a single as two.

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189 **8. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN** 190 **COMMENTS**

191 Hanson stated that staff and Council have been very responsive to auto pedestrian accidents in the City.
192 He stated that there are some requirements as to where it is legal and illegal to put in crosswalks. Hanson

193 stated that the City is making adjustments to the configuration of the area that Ms. Dolles spoke of and
194 will look at requirements and regulations concerning crosswalks in that area. Hanson stated that he will
195 speak with Ms. Dolles about future plans in the area. Hanson noted that regulations forbid the City from
196 placing crosswalks within a certain distance from state roads.
197

198 Hanson stated that there are some homes that are grandfathered in to rent as a duplex. He stated that some
199 of the homes are legal to rent the basement apartments. He stated that those that are illegal are watched
200 for through licensing and code enforcement. Once it is brought to the City attention, the homes are
201 managed appropriately. Council Member Monsen stated that he feels that there needs to be some kind of
202 control on the legal duplexes to make sure that they are safe.
203

204 **9. NEW BUSINESS**

205 **9.1 MOTION/RESOLUTION 16-03: TO AMEND THE FISCAL YEAR 2015-2016**
206 **BUDGET**

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208 **Motion by Council Member Jensen**
209 **Seconded by Council Member Barker**
210 **To approve resolution 16-03 to**
211 **Amend the fiscal year 2015-2016 budget**
212 **Approved unanimously (5-0)**
213 **Roll call vote**
214

215 **9.2 MOTION/RESOLUTION 16-04: TO APPROVE THE YEARLY WASTE WATER**
216 **PLANNING PROGRAM REPORT**

217 Harris stated that this is a fairly new program and this is the first report for the City of its kind.
218 He stated that the report looks over funding for future expansion as well as if there are any sanitary
219 sewer overflows. It also monitors the qualifications and certifications of staff. He stated that the
220 system is run very well. He noted that there were 25 points against the city because the City does not take
221 out capital funding plans for 25 years as suggested. . Harris stated that the report is due every year. Harris
222 stated that the resolution is required to make sure that the Council is aware as to what is being reported to
223 the State. Harris stated that the report is not related to the Storm Water audit.
224

225 **Motion by Council Member Monsen**
226 **Seconded by Council Member Jensen**
227 **To approve Resolution 16-04 to approve**
228 **The Yearly Wastewater Planning Program Report**
229 **Approved unanimously (5-0)**
230 **Roll call vote**
231

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233 **9.3 PRESENTATION: SHERIFF'S OFFICE MONTHLY REPORT**

234 Hanson stated that Lt. Talbot is unable to attend the meeting to present the report. Hanson stated that he
235 has had requests from some Council Members to change the monthly report to a quarterly report. Council
236 Member Monsen stated that he would like to keep the report monthly. Council Member Brown stated that
237 the reports are redundant and he does not see a lot of value in the monthly report. He stated that Council
238 is kept informed of any pressing details. Council Member Jensen agreed. Council Member Shupe stated
239 that he would like to have reports from the detective/investigation division. He would like to see what
240 types of cases the City has, how they are cleared, and how they are being followed up on. He would like

241 the communication on the review of the cases quarterly. The Mayor agreed with Council Member Barker
242 to have the reports monthly for information, but to have them report to Council quarterly.

243
244 **9.4 MOTION: TO CHANGE THE APRIL 2016 MEETING SCHEDULE**

245 The Council will be attending a Utah League of Cities and Towns training in St. George and City
246 Manager Hanson will also be out of town for training.

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248 **Motion by Council Member Shupe**
249 **Seconded by Council Member Jensen**
250 **To cancel the April 5, 2016 regular meeting**
251 **Approved unanimously (5-0)**
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254 **10. COUNCIL COMMUNICATION WITH STAFF**

255 * Council Member Jensen spoke about the Mosquito District and noted that information
256 about the Zika virus is available on the County Mosquito Abatement website.

257
258 * Council Member asked if the citation revenue bill passed, stating that it would affect the City if
259 it did. Mayor Allen stated that he does not think that it passed.

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262 **11. ADMINISTRATION REPORTS**

263 * Hanson stated that the Sheriff' Office will be doing a full lock out/reunification drill at T.H.Bell within
264 the next few months.

265
266 *Hanson stated that he and staff had a meeting with the FEMA mitigation grants department concerning
267 a grant for removing the old Public Works Shop and rebuilding the parking lots for water mitigation
268 purposes. He stated that he does not believe that purchase of the land would be available through FEMA
269 grants.

270
271 *Hanson stated that the City will be awarded the CDBG grant for Fire Equipment.

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273 *Hanson stated that the Kane County Finance Director is under investigation for fraud. Hanson stated
274 that everything that our City does has checks and balances and fraud cannot occur.

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276 **12. UPCOMING EVENTS**

277 March 31st : Planning Commission Meeting 6:00 p.m.

278 April 5th : Council Meeting to be cancelled

279 April 6-8: ULCT Conference

280 April 19th: City Council Work Session 5:00 p.m.

281 April 19th: City Council Meeting 6:00 p.m.

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284 **13. MOTION: ADJOURN INTO CLOSED SESSION**

285 The Council Adjourned into closed session to discuss:

- 286 ○ Strategy sessions to discuss the purchase, exchange, or lease of real property when public
- 287 discussion of the transaction would disclose the appraisal or estimate value of the property
- 288 under consideration or prevent the public body from completing the transaction on the best
- 289 possible terms.

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**Motion by Council Member Monsen
Seconded by Council Member Brown
To adjourn into closed session
Approved unanimously (5-0)
Roll call vote**

14. ADJOURN THE MEETING: MAYOR ALLEN

Mayor Allen adjourned the Closed Session and regular meeting at 7:51 p.m.

Date approved

City Recorder

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City of Washington Terrace

Minutes of a City Council Work Session
Held on March 17, 2016
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of Utah

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

- Mayor Mark C. Allen
- Council Member Scott Monsen
- Council Member Blair Brown
- Council Member Robert Jensen
- Council Member Scott Barker
- Council Member Val Shupe
- Finance Director Shari' Garrett
- Treasurer Laura Gamon
- City Manager Tom Hanson
- City Recorder Amy Rodriguez

Others Present

None

1. ROLL CALL

5:00 P.M.

2. WORK SESSION

Topic to include, but are not limited to: Continuation of the discussions on the Water Consumption Response Plan

The Work Session was a continuation of the discussion concerning the Water Consumption Response Plan which was held on March 15, 2016.

Garrett explained the issue at hand, which is that billable gallons used has declined and the water and sewer funds are coming in lower than expected.

She explained that the rate increases over the last 10 years were to keep the revenue and expenses balanced. She stated that inflation has also played a part in the rate increases. She explained that system improvements account for other increases to the rate structure.

Garrett stated that the City relies on overage costs to help lessen the gap. She stated that because consumption is low, the City is not meeting projected revenue to operate the system. Hanson stated that the City does not have left over water and needs to buy more water. Garrett stated that she has never seen the water consumption this low in the last 15 years.

Hanson stated that water prices increase every year, mostly due to maintenance and operating costs.

Mayor Allen clarified that the options to be considered are only for water and sewer. He stated that refuse and storm water are a separate cost on the bill and may possibly have to increase.

Garrett stated that the continual shortfall will be \$75,000 for water and \$65,000 for sewer. She stated that this will continue until people use more water or if rates are raised.

Mayor Allen reviewed the five options for the Response Plan.

Mayor Allen suggested that it is possible to cut back on capital and not raise rates this year and see if the trend reverses. He noted that if the trend continues, the issue will need to be revisited in a few years.

50 Garrett stated that if capital operations are cut, projects will be pushed off to later dates. Garrett stated
51 that it is possible that this is an anomaly this year.
52 Council Member Shupe stated that he would like to see if it stabilizes this year and then raise the rates
53 next year if the consumption is still lower. He stated that Council has more credibility if they are able to
54 say that the City has done all they could over the year to see where the trend is going and then raise the
55 rates if the revenues are not coming in. Mayor Allen agreed and likes option 1: no rate increase, decrease
56 capital. Council Member Barker stated that he would like to see a slight increase in base rate and
57 decrease capital so that there is not a giant increase at once (option 4). Council Member Brown stated that
58 he is convinced that the residents cannot afford a raise. He stated that he would like to see no increases
59 for a year and to make cuts to make up some of the shortfall. He suggested that one of the cuts could be
60 in the fleet management program. He suggested not rolling the vehicles over as quickly, or possibly
61 purchasing lesser expensive vehicles. Council Member Brown stated that he would like to see a year of
62 cut backs with no rates increases, and then raise rates next year if the problem still exists. He stated that
63 there are other areas that can have cut-backs. Hanson stated that the fleet replacement program almost
64 washes itself out. He stated that the average cost per vehicle for maintenance is around \$500.00 per year,
65 as opposed to historically \$2000.00 a year. Council Member Brown stated that he is convinced that the
66 water consumption is the new normal and would like to save the residents a year of rate increases and
67 educate them so that they can prepare for the increase that is going to happen.
68 Garrett stated that she is still drafting the fee schedule. Garrett stated that it is likely that there may be an
69 increase in the refuse fund. She also noted that the City does not know what the storm water audit will
70 show and there may be costs to become compliant.
71 Council Member Shupe stated that state mandated fees or refuse fees can be passed on to residents, but
72 noted that the City has control over the water and has more latitude in saying no increases until we
73 absolutely have too. Hanson stated that some capital improvements can be pushed back a year and the
74 city would still be alright.
75 Garrett stated that all of the City costs are market price.
76 Council Member Jensen stated that he agrees with Council Member Shupe to let it go for now and
77 prepare residents for future increases. He stated that the City should not make a quick decision, and to see
78 what happens over the year and prepare.
79 Council Member Jensen stated that he would like to see the fleet management process continue on a lease
80 basis. Council Member Shupe stated that there is a trade-off in paying the 3 percent interest which is that
81 the money is retained in the budget. He also agrees that the plan should continue but he would like to see
82 it on a lease. Council Member Monsen stated that he feels there was a mistake in not raising rates over
83 the last two years. He stated that he would like to see a 2 or 5 percent increase this year rather than a 20
84 percent increase next year. He stated that he feels that people can handle small increases. He stated that
85 he agrees with Council Member Shupe that it may not be a permanent trend and doesn't not want to panic
86 on a two year trend. He stated that there is only so much water that can be conserved and it will have to
87 level out at some point.
88 Mayor Allen stated that it looks like the consensus is to keep rates at the same level and watch the trend.
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92 **3. ADJOURN THE WORK SESSION: MAYOR ALLEN**

93 Mayor Allen adjourned the work session at 5:51 p.m.
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95 _____
96 Date Approved

City Recorder

City Council Staff Report



Author: Amy Rodriguez
Subject: CDBG SECOND PUBLIC HEARING
Date: 4-19-16 **Finance Dept.**
Type of Item: Public Hearing

Summary Recommendations: The City Council will hear public comment on the Fire Department Equipment Project. The items to be funded include a new Thermal Imaging Camera, 13 Self Contained Breathing Apparatus (SCBA) airpacks and refill stations. Questions from the audience need to be responded to (particularly those who may be immediately impacted by the project).

Description:

A. Topic: CDBG SECOND PUBLIC HEARING

B. Background:

CDBG requires that a second public hearing be held after an applicant has been notified that their application has been funded by the Rating and Ranking committee (RRC) but before the final application is due in May. The City was notified in March that the proposed Project was recommended for funding.

C. Analysis:

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

COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC HEARING

Mayor ALLEN opened the second public hearing for the CDBG program. Mayor ALLEN stated that this hearing was called to allow all citizens to provide input concerning the project that was awarded under the 2016 GRANT YEAR Community Development Block Grant Program.

The CITY has amended its capital investment plan and decided to apply for funds on behalf of the Fire Department Equipment Project. **The Mayor introduced Amy Rodriguez as Grant Manager of the Fire Department Equipment Project. The Mayor explained that the application was successful in the regional rating and ranking process and Fire Department Equipment Project was awarded \$ 97,023.**

The Mayor explained the project to those in attendance.

The Mayor then asked for any comments, questions and concerns from the audience.

The Mayor stated that copies of the capital investment plan are available if anyone would like a copy.

There were no more comments and the hearing was adjourned at _____.

D. Department reviewed by: Admin

City Council



Author: Aaron Solomon

Subject: Terrace Days Planning Meeting

Date: 04/19/2016

Type of Item: Informative Direction

Description:

- A. **Topic:** The City will have an informative Terrace Day's meeting discussing upcoming events such as parade and vendor entries as well as this year's performing band. The City will also discuss issues of activities, contracts and liabilities of the Terrace Days event.

- B. **Background:** Every year the City has a Terrace Days planning meeting to discuss future activities and possible new ideas for the event. The Council will be informed of planned activities set on the scheduled calendar as well as the movie in the park that will be held on the Friday night before Terrace Days on Saturday June 11th.

Summary Recommendations: Please have some possible fun and new ideas for the Terrace Days event as well as a possible 2016 Grand Marshal nominee. Also there is a vague record of who has been honored before, so any recollection of past Grand Marshals would be helpful and noted. Here is a list of Grand Marshals in the year's past.

Bob Garside

Marian Jensen

John Giles

Charles and Reba Allen

	Attack/Bite	Barking	Stray/Roam	Carcass Rem	Citizen Assis	Followup	Injured anim	Citations	Cruelty	Calls For Ser	Extra Patrol
Mar-16	0	1	5	0	2	12	0	0	2	24	7
Feb-16	1	4	10	1	3	1	0	5	3	23	1
Jan-16	3	3	13	0	5	7	2	2	1	30	0
Dec 15	0	1	16	0	2	1	0	2	1	21	0
Nov 15	1	3	7	1	1	1	1	0	1	17	1
Oct-15	2	9	14	2	1	0	1	3	0	28	2
Sep-15	2	4	17	1	0	5	2	9	0	32	0
15-Aug	3	12	10	1	5	8	0	0	5	44	1
Jul-15	4	2	11	0	1	3	1	3	1	26	0
Jun-15	1	7	7	1	2	13	0	4	3	34	0
15-May	2	3	16	1	0	14	1	0	2	39	0
15-Apr	3	1	15	0	2	4	0	2	2	21	3
15-Mar	2	1	8	0	0	2	0	2	2	18	1
Feb-15	1	5	10	0	0	2	0	4	1	24	5
Jan-15	1	2	7	1	0	4	0	2	2	21	3
14-Dec	1	3	7	0	4	7		1	2	24	1
14-Nov	1	6	6	0	2	0	0	0	5	22	2
Oct-14	2	1	27	0	2	1	2	1	1	38	1
14-Sep	3	6	8	0	3	3	0	4	1	26	3
14-Aug	1	2	11	5	1	1	1	2	1	35	13
14-Jul	1	6	11	0	0	11	2	11	2	33	10
Jun-14	0	5	12	0	0	1	1	4	2	23	
May-14	0	3	14	0	4	0	1	6	0	20	
14-Apr	2	3	19	1	3	2	0	25	0	34	
Mar-14	1	9	13	2	0	2	4	1	0	31	
Feb-14	2	1	7	1	1	1	1	0	2	16	
Jan-14	1	2	10	2		2	1		3	19	
Dec-13	1	1	0	0	0	2	0	1		1	
Nov-13	2	0	11	1	0	3	0	2		19	
Oct-13	2	3	14	0	8	1	1	2		32	

Sep-13	4	1	16	0	5	1	0	0	30
Aug-13	4	0	7	0	7	1	2	17	26
Jul-13	1	0	11	0	8	3	1	5	24
Jun-13	2	4	12	0	5	2	0	1	25
May-13	1	1	10	0	4	16	4	4	29
Apr-13	3	1	6	2	3	8	1	5	24
Mar-13	0	3	16	0	2	8	0	1	29
Feb-13	0	3	12	1	1	2	1	0	20
Jan-13	1	3	6	0	0	0	0	0	19
Dec-12	1	5	4	0	2	2	1	1	16
Nov-12	2	6	10	1	0	3	0	3	19
Oct-12	2	7	11	1	3	2	2	6	28
Sep-12	1	6	15	2	2	0	2	1	27
Aug-12	1	4	9	1	3	0	0	1	16
Jul-12	1	3	3	1	4	1	1	1	23

SOUTH OGDEN PD
COMPLETED COMPLAINT SEARCH

Date Report Run : Fri, Apr-01-2016

SEARCH CRITERIA: which_cad='p' and occ_date between '03/01/2016' and '03/07/2016' and municipality='13' and reporting_officer1='4099' and jurisdiction='SO'

NUMBER OF RECORDS RETURNED: 5

OFF.DATE	TIME	COMP.#	TYPE OF CALL-INITIAL/FINAL	LOCATION	REPORT	FOUND	CLEARED BY
Mar-04-2016	14:00:48	2949	FOUP	5470 S 150 W WASHINGTON	2016-2949	YES	Completed
Mar-04-2016	14:16:06	2953	FOUP	5445 S 350 E WASHINGTON	2016-2953	YES	Completed
Mar-04-2016	14:28:27	2954	FOUP	181 E 5150 S WASHINGTON	2016-2954	YES	Completed
Mar-04-2016	15:12:45	2960	FOUP	198 W 4850 S WASHINGTON	2016-2960	YES	Completed
Mar-04-2016	15:26:47	2967	FOUP	4818 S RIDGELINE DR WASHINGTON	2016-2967	YES	Completed

* END OF COMPLETED COMPLAINT SEARCH REPORT *

Record List - Total:11

KIM

Incident	Nature	Area	Agency	Reported	Disposition
16SO4159	BARKING DOG	WT	SO	16:10:50 03/09/16	CLO
16SO4173	EXTRA PATROL	WT	SO	08:23:21 03/10/16	
16SO4258	ANIMAL COMPLAIN	WT	SO	15:15:15 03/11/16	
16SO4376	ANIMAL COMPLAIN	WT	SO	13:16:46 03/15/16	
16SO4400	EXTRA PATROL	WT	SO	08:30:40 03/16/16	
16SO4641	EXTRA PATROL	WT	SO	08:18:51 03/22/16	
16SO4694	ANIMAL COMPLAIN	WT	SO	16:25:32 03/23/16	
16SO4715	EXTRA PATROL	WT	SO	08:45:12 03/24/16	RMK
16SO4740	TRAFFIC HAZARD	WT	SO	16:09:17 03/24/16	GOA
16SO4886	ANIMAL COMPLAIN		SO	13:47:08 03/29/16	
16SO4918	ANIMAL COMPLAIN	WT	SO	11:14:36 03/30/16	

Record List - Total:5

KIMIE

Incident	Nature	Area	Agency	Reported	Disposition
16SO4044	ANIMAL COMPLAIN	WT	SO	14:39:11 03/07/16	
16SO4593	ANIMAL COMPLAIN	WT	SO	11:24:35 03/21/16	
16SO4601	EXTRA PATROL	WT	SO	12:54:17 03/21/16	
16SO4604	ANIMAL COMPLAIN	WT	SO	13:29:45 03/21/16	
16SO4853	FOLLOW UP	WT	SO	14:55:50 03/28/16	

Record List - Total:8

Stacy

Incident	Nature	Area	Agency	Reported	Disposition
16SO4234	ANIMAL COMPLAIN	WT	SO	10:15:42 03/11/16	
16SO4236	EXTRA PATROL	WT	SO	10:29:43 03/11/16	
16SO4237	ANIMAL COMPLAIN	WT	SO	10:45:12 03/11/16	
16SO4238	FOLLOW UP	WT	SO	10:55:16 03/11/16	
16SO4239	FOLLOW UP	WT	SO	11:09:24 03/11/16	
16SO4240	FOLLOW UP	WT	SO	11:23:42 03/11/16	
16SO4243	FOLLOW UP	WT	SO	11:46:39 03/11/16	
16SO4768	EXTRA PATROL	WT	SO	09:42:30 03/25/16	

Combined Statistics Report

Intake Type

03/01/15 to 03/31/15

Cats	3
EUTH REQ	1
OWNER SUR	1
STRAY	1

Dogs	5
EUTH REQ	3
OWNER SUR	1
STRAY	1

Total Intakes: 8

Outcome Type

03/01/15 to 03/31/15

Cats	5
ADOP EVENT	1
ADOPTION OWNER NEW	3
EUTH O REQUEST	1

Dogs	6
ADOPTION OWNER NEW	1
EUTH O REQUEST	3
RTO	1
TRANSFER AN CONTROL	1

Total Outcomes: 11



Building & Planning

City Council Staff Report

Author: Planning department
Subject: SITE PLAN APPROVAL FOR BRAD LARSON SINGLE FAMILY RESIDENTIAL SUBDIVISION
Date: April 19, 2016
Type of Item: Site plan approval for Single Family Residential Subdivision in the R-1-6 zone. Approval for a development of a 27 lot Subdivision located at approximately 600 East 5700 South, west of the South Ogden Jr. High
The applicant: Brad Larson

Summary Recommendations: Approve development of a 27 lot subdivision by Mr. Brad Larson.

Description:

A. Topic: To review the proposed subdivision. Discuss the proposed development and give any comments on the subdivision.

B. Background:

The subdivision is located at approximately 600 East 5700 South, West of the South Ogden Jr. High and East of the Stonehenge Assisted Living Center. The Development will have 27 building lots. Mr. Larson has met with the City Development Review Team and has discussed the overall design of the proposed development. The proposed subdivision concept had some initial concerns with access and driveways backing directly on to 5700 South. After several reviews the current design was acceptable to the Review Team.

The following list is items the development complies with and is in compliance with city codes.

- Zoning – R-1-6, minimum 6000 square foot lots, Single Family Residential housing,
- The site plan and building footprint complies with the set backs
- Access and egress for subdivision are acceptable
- Easements discussed and agreed upon and identified on the plat within the subdivision are acceptable to City standards,
- Utilities connections are shown and comply with City Standards

The following are items that the developer needs to comply and have those items verified for development;

- Escrow amount for improvements as calculated by the Developers Engineer and verified by the City's Engineer shall be completed and be in place before permits shall be issued.
- Street light location(where the light poles should be placed)
- Engineer to verify detention and Street and addresses
- The Fire department to verify hydrant locations

- Fencing (north side of property adjacent to the future shops) request for a higher fence.
(possible 8 foot fence, should be part of approval, if acceptable)
- Comply with Storm Water permitting and post and submit NOI and SWPPP.

C. Recommendation:

The development Review Team and Planning Commission recommendation is to grant approval. A public hearing was held at Planning Commission on March 31, 2016. There were no citizen comments.

D. Alternatives:

A. Approve the Request:

City Council may approve the request.

B. Deny the Request:

The City Council can deny the request.

C. Continue the Item:

The Council may table the request to a later meeting, subject to suggesting additional information, or requiring changes to the plat.

NORTHWEST CORNER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (FOUND BRASS CAP)

S 87°20'59" E 38.24'

BENCHMARK: FOUND WC-52 ELEVATION: 4737.46

NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN (FOUND)

DEED DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING LOCATED SOUTH 89°10'36" EAST 366.64 FEET ALONG THE NORTH LINE OF SAID SECTION AND SOUTH 00°00'00" EAST 309.37 FEET FROM THE NORTHWEST CORNER OF SAID SECTION; RUNNING THENCE SOUTH 89°10'36" EAST 663.15 FEET; THENCE SOUTH 00°06'06" EAST 560.81 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 5700 SOUTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 62°23'52" WEST 581.34 FEET; THENCE CONTINUING SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT 158.16 FEET, HAVING A RADIUS OF 533.00 FEET, A CENTRAL ANGLE OF 17°00'06", AND WHICH CHORD BEARS NORTH 70°53'54" WEST 157.58 FEET; THENCE NORTH 00°00'00" EAST 249.42 FEET TO THE POINT OF BEGINNING.

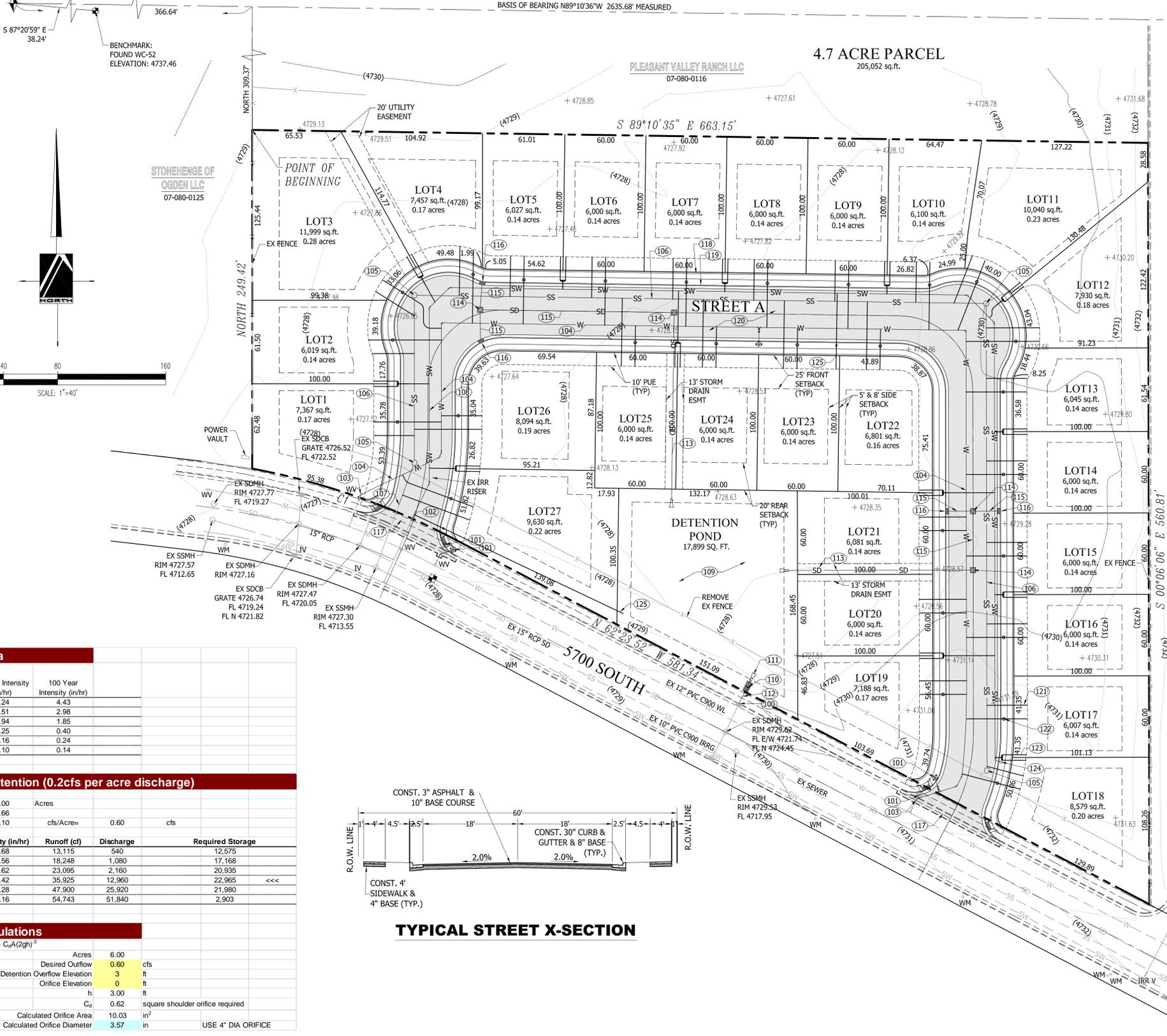
CONTAINING 261,359 SQ. FT. OR 6.0 ACRES

KEYED NOTES

100. EXISTING STORM DRAIN INLET - TBC = 4729.72 - EX FL = 4724.55
101. RELOCATE EXISTING FIRE HYDRANT
102. CONNECT TO EXISTING SECONDARY WATER
103. CONNECT TO EXISTING CULINARY WATER - INSTALL 45 DEG ELBOW
104. CONST 8" CL51 DUCTILE IRON CULINARY WATERLINE
105. CONST 4" SANITARY SEWER MANHOLE
106. CONST 8" SDR35 PVC SANITARY SEWER LINE
107. CONNECT TO EXISTING 8" SANITARY SEWER WITH NEW 8" SDR35 PVC SEWER LINE
108. CONST 8" C900 DR18 PVC SECONDARY WATERLINE
109. CONST 23,000 CUBIC FOOT DETENTION POND
110. CONST OUTLET STRUCTURE WITH 4 INCH ORIFICE
111. CONST 18" RCP STORM DRAIN OUTLET PIPE & FLARED END SECTION
112. CONST 18" RCP STORM DRAIN PIPE
113. CONST 15" RCP STORM DRAIN PIPE & FLARED END SECTION
114. CONST 3" STORM DRAIN MANHOLE
115. CONST 15" RCP STORM DRAIN PIPE
116. CONST STORM DRAIN CURB INLET
117. SAWCUT & REMOVE EXISTING SIDEWALK, CURB & GUTTER, AND ASPHALT
118. CONST 4" CONCRETE SIDEWALK PER CITY STANDARDS
119. CONST 30" CONCRETE CURB & GUTTER PER CITY STANDARDS
120. CONST 3" ASPHALT W/ 8" ROAD BASE PER CITY STANDARDS
121. CONST 4" SDR35 PVC SANITARY SEWER LATERAL
122. CONST 3/4" STANDARD CULINARY WATER METER, VAULT, & LID
123. CONST STANDARD SECONDARY WATER DOUBLE SERVIC LATERAL
124. CONST SECONDARY WATER BLOWOFF
125. CONST SINGLE SECONDARY WATER SERVICE

LEGEND

- NOT ALL ITEMS IN THE LEGEND MAY BE APPLICABLE
- BM BENCHMARK
 - C&G CURB AND GUTTER
 - CB CATCH BASIN
 - CP CONTROL POINT
 - P.O.B. POINT OF BEGINNING
 - FH FIRE HYDRANT
 - G.V. GATE VALVE
 - LD LAND DRAIN
 - LDMH LAND DRAIN MANHOLE
 - MH MANHOLE
 - MON MONUMENT
 - ROW RIGHT OF WAY
 - SD STORM DRAIN
 - SDCB STORM DRAIN CATCH BASIN
 - SDMH STORM DRAIN MANHOLE
 - SS SANITARY SEWER
 - SSCO SANITARY SEWER CLEANOUT
 - SSMH SANITARY SEWER MANHOLE
 - UP UTILITY POLE
 - LP UTILITY/LIGHT POLE WITHOUT
 - W/D WITHOUT
 - E. ENTRY # - OFFICIAL RECORDS
 - PH. PHONE
 - BOUNDARY LINE
 - STREET RIGHT-OF-WAY LINE
 - CENTERLINE
 - ADJACENT PROPERTY LINE
 - EASEMENT LINE
 - SD NEW STORM DRAIN
 - SS NEW SANITARY SEWER
 - SS NEW CULINARY WATERLINE
 - OHP EX. OVERHEAD POWER LINE
 - SD EX. STORM DRAIN
 - SS EX. SANITARY SEWER
 - G EX. TELEPHONE LINE
 - G EX. GAS LINE
 - CTV EX. CULINARY WATERLINE
 - W EX. CULINARY WATERLINE
 - NEW BUILDING
 - NEW DRAINAGE SWALE
 - (4250) EG CONTOUR MAJOR
 - (4250) EG CONTOUR MINOR
 - SECTION CORNER
 - MONUMENT
 - CONTROL POINT
 - EXISTING TREE
 - EXISTING PINE TREE
 - SET BAR & CAP OR NAIL & WASHER STAMPED "PINNACLE"
 - EXISTING CONCRETE
 - EXISTING GRASS
 - EXISTING ASPHALT
 - ASPHALT SAWCUT
 - EXIST. CONC. C&G OR SIDEWALK



Rainfall Data

Storm Duration (min.)	10 Year Intensity (in/hr)	100 Year Intensity (in/hr)
15	2.24	4.43
30	1.51	2.98
60	0.94	1.85
360	0.25	0.40
720	0.16	0.24
1440	0.10	0.14

100 Year Detention (0.2cfs per acre discharge)

Time (min)	Intensity (in/hr)	Runoff (cf)	Discharge	Required Storage
15	3.68	13,115	540	12,575
30	2.56	18,248	1,080	17,168
60	1.82	23,095	2,160	20,935
360	0.42	35,925	12,960	22,965
720	0.28	47,900	25,920	21,980
1440	0.16	54,743	51,840	2,903

Orifice Calculations

Orifice Equation $Q = C_d A (2gh)^{0.5}$

Acres	Desired Outflow	Detention Overflow Elevation	Orifice Elevation	h	C _d	Calculated Orifice Area	Calculated Orifice Diameter
6.00	0.60 cfs	3 ft	0 ft	3.00 ft	0.62	10.03 in ²	3.57 in

square shoulder orifice required
USE 4" DIA ORIFICE

PINNACLE
Engineering & Land Surveying, Inc.
Layton • West Bountiful • Mount Pleasant • St. George
Phone: (801) 773-1910
Fax: (801) 773-1925

WASHINGTON TERRACE SURVEY
PRELIMINARY
FOR: BRAD LARSEN
5712 SOUTH ADAMS AVE PARKWAY
WASHINGTON TERRACE, UT
15-004

REVISION	DATE

SURVEYED BY: BB/AA 03/2016
DESIGNED BY: BB/AA 03/2016
DRAWN BY: JE/SG 03/2016
APPROVED BY: SJF

CALL BLUESTAKES
1-800-662-4111

AT LEAST 48 HOURS BEFORE DIGGING

SHEET 1 OF 1



Council Meeting Staff Report

Department Name

Author: Building & Planning Dept.
Subject: “Site plan approval for Verizon Telecommunication Facility located at 125 West 4575 South in the South West part of the Vanleeuwen park.
Date April 19, 2016
Type of Item: Public Hearing/Action

Summary Recommendations: By motion give a recommendation to approve the “Site plan for Site plan approval for Verizon Telecommunication Facility located at 125 West 4575 South.

Description:

A. Background:

Verizon has approached the City and wishes to enter into a contract to lease the City property, contract is contingent upon approval.

The site will consist of a 42 ft x 42 ft fenced area this will be the leased area and 12 x 20 foot stick build shelter. The site will also consist of a Mono-pine tower within the fenced area the mono pine pole will resemble a type of pine tree, to blend in with the surrounding area.

B. Analysis: The following lists of items have been reviewed for compliance with city codes and city standards.

- The Antenna will be cohabitable with other wireless companies; they do will need to enter into a contract lease agreement.
- The area is zoned and is considered a permitted use which is allows the cell tower to be constructed in that zone,
- The landscaping will be developed in to the leased area,
- There will be an access easement from 4575 South to the facility
- There is no indication of placing any lighting on site,
- Egress complies with access requirements for equipment.
- The structural building will need to be required to have a Building Permit
- Mono-pine tower will be built to resemble type of a pine trees.
- Upon approval of a site plan, prior to issuance of building permits the approved agreement/ lease between the City and Verizon shall be signed and accepted.

C. Comments: DRT recommends approval of the Site Plan and gives a favorable recommendation. The Planning Commission held a Public Hearing on March 31, 2016 . There were no citizen comments. The Planning Commission gave a favorable recommendation for approval.

Alternatives:

A. Approve the Request:

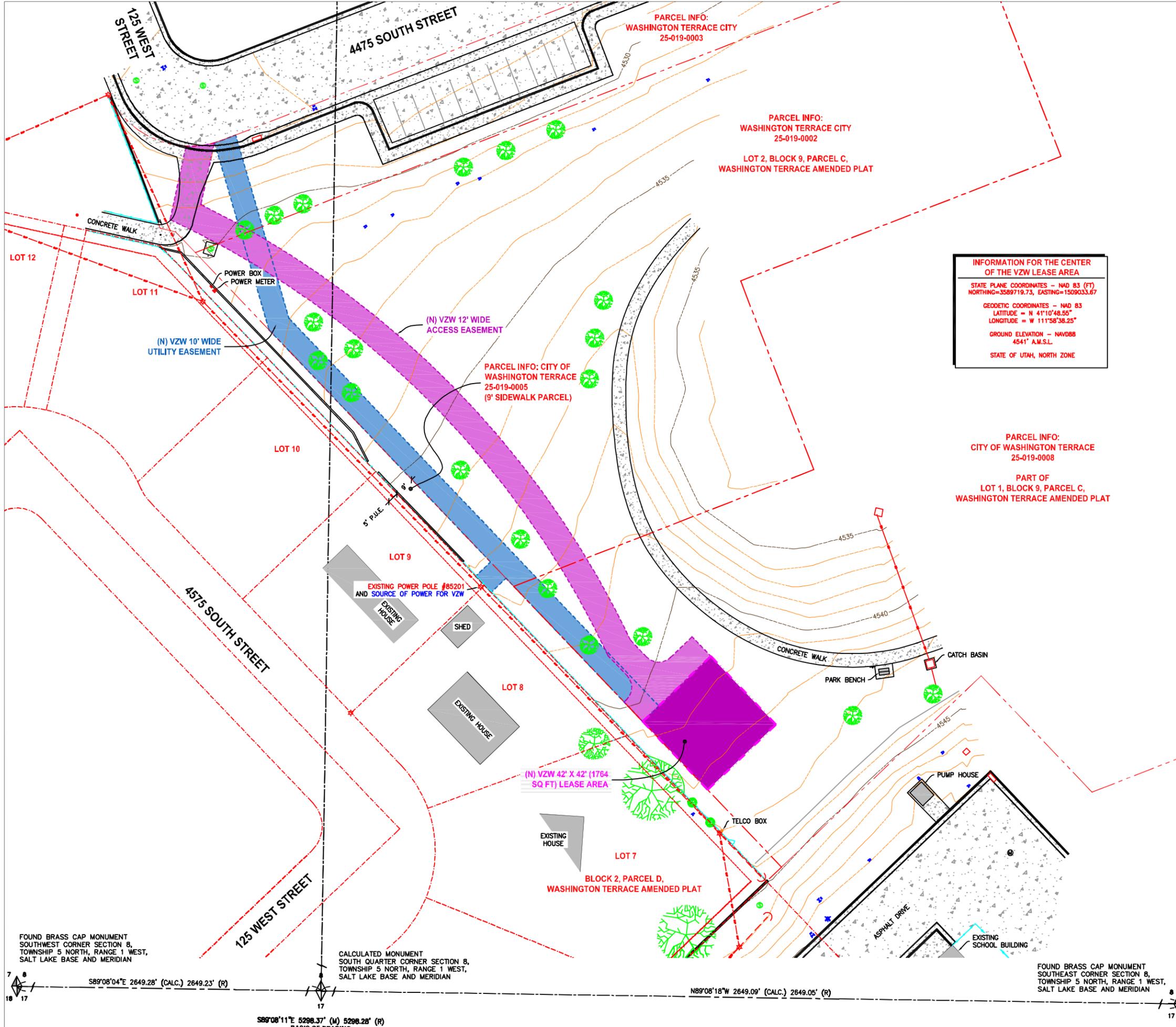
By motion , the City Council can accept the site plan as presented and give approval “for the Verizon wireless telecommunication facility.

B. Deny the Request:

The City Council can deny the applicants request

C. Continue the Item:

The City Council could table the item to a later meeting.



INFORMATION FOR THE CENTER OF THE VZW LEASE AREA

STATE PLANE COORDINATES -- NAD 83 (FT)
 NORTHING=3589719.73, EASTING=1509333.67

GEODETIC COORDINATES -- NAD 83
 LATITUDE = N 41°10'48.55"
 LONGITUDE = W 111°58'38.25"

GROUND ELEVATION -- NAVD88
 4541' A.M.S.L.

STATE OF UTAH, NORTH ZONE

CERTIFICATE OF SURVEY:
 I, JERRY FLETCHER, PROFESSIONAL LAND SURVEYOR, STATE OF UTAH, LICENSE NUMBER 8436084, CERTIFY THAT I HAVE SUPERVISED A SURVEY ON THE GROUND AS SHOWN HEREON:

VERIZON WIRELESS LEASE SITE DESCRIPTION:
 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, WEBER COUNTY, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 89°08'18" WEST 2454.85 FEET ALONG SECTION LINE AND NORTH 1449.07 FEET FROM THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 89°08'11" WEST 5298.37 FEET FROM THE SOUTHEAST CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 8) AND RUNNING THENCE NORTH 43°42'29" WEST 42.00 FEET; THENCE NORTH 46°17'31" EAST 42.00 FEET; THENCE SOUTH 43°42'29" EAST 42.00 FEET; THENCE SOUTH 46°17'31" WEST 42.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1764 SQ. FT. OR 0.040 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS ACCESS AND UTILITY EASEMENT DESCRIPTION:
 A 12 FOOT WIDE ACCESS AND UTILITY EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS, AND INSTALLING UNDERGROUND UTILITIES, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 89°08'18" WEST 2483.87 FEET ALONG SECTION LINE AND NORTH 1479.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 89°08'11" WEST 5298.37 FEET FROM THE SOUTHEAST CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 8) AND RUNNING THENCE NORTH 43°42'29" WEST 12.00 FEET; THENCE NORTH 46°17'31" EAST 1.59 FEET; THENCE ALONG A 7.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 11.78 FEET (CHORD BEARS NORTH 01°17'31" EAST 10.61 FEET); THENCE NORTH 43°42'29" WEST 12.27 FEET; THENCE ALONG A 402.80 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 280.68 FEET (CHORD BEARS NORTH 45°11'36" WEST 275.04 FEET); THENCE NORTH 12°21'21" EAST 33.41 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF 4475 SOUTH STREET, BEING A 40.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 12.75 FEET (CHORD BEARS NORTH 83°16'05" EAST 12.70 FEET); THENCE SOUTH 12°21'21" WEST 28.05 FEET; THENCE ALONG A 414.80 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE 277.42 FEET (CHORD SOUTH 44°39'43" EAST 272.28 FEET); THENCE SOUTH 43°42'29" EAST 10.33 FEET; THENCE ALONG A 7.50 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 11.78 FEET (CHORD BEARS SOUTH 88°42'29" EAST 10.61 FEET); THENCE NORTH 46°17'31" EAST 13.41 FEET; THENCE SOUTH 43°42'29" EAST 12.00 FEET; THENCE ALONG THE NORTHWESTERLY LINE OF THE VERIZON WIRELESS LEASE SITE, SOUTH 46°17'31" WEST 42.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.103 ACRES, MORE OR LESS, (AS DESCRIBED).

VERIZON WIRELESS / ROCKY MOUNTAIN POWER UTILITY EASEMENT DESCRIPTION:
 A 10 FOOT WIDE UTILITY EASEMENT FOR THE PURPOSE OF INSTALLING UNDERGROUND UTILITIES, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF THE VERIZON WIRELESS LEASE SITE, SAID POINT BEING NORTH 89°08'18" WEST 2480.26 FEET ALONG SECTION LINE AND NORTH 1482.51 FEET FROM THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING BEING NORTH 89°08'11" WEST 5298.37 FEET FROM THE SOUTHEAST CORNER TO THE SOUTHWEST CORNER OF SAID SECTION 8) AND RUNNING THENCE NORTH 43°42'51" WEST 93.09 FEET; THENCE SOUTH 46°17'09" WEST 14.19 FEET, TO THE EAST LINE OF BLOCK 2, PARCEL C, WASHINGTON TERRACE AMENDED PLAT; THENCE: RETRACING PREVIOUS CALL NORTH 46°17'09" EAST 14.19 FEET; THENCE NORTH 43°42'51" WEST 146.57 FEET; THENCE NORTH 16°14'29" WEST 85.61 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY LINE OF 4475 SOUTH STREET AND TERMINATING.

CONTAINS: 0.077 ACRES, MORE OR LESS, (AS DESCRIBED).

NARRATIVE:
 (1) THE PURPOSE OF THIS SURVEY IS TO LOCATE AND SURVEY A PROPOSED COMMUNICATIONS TOWER SITE.

(2) THE BASIS OF BEARING USED FOR THIS SURVEY IS AS SHOWN ON THIS PLAT, FROM FOUND MONUMENTS AS LOCATED IN THE FIELD.
 (M) = MEASURED BEARING OR DISTANCE.
 (R) = RECORDED BEARING OR DISTANCE.
 (CALC) = CALCULATED BEARING OR DISTANCE.

(3) REFERENCE PLATS:
 (A) WASHINGTON TERRACE PARCEL C AMENDED PLAT, IN BOOK 11 OF PLATS AT PAGE 29, RECORDED FEBRUARY 5, 2014.
 (B) NO. 001749, WEBER COUNTY SCHOOL PROPERTY RECORD OF SURVEY, DATED OCTOBER 24, 1997.
 (C) COUNTRY CLUB ACRES, IN BOOK 7 OF PLATS AT PAGE 69, DATED MAY 6, 1930.
 (D) WASHINGTON HEIGHTS PLAT "A", IN BOOK 8 OF PLATS AT PAGE 20, DATED DECEMBER 29, 1914.

(4) SCHEDULE B NOTES:
 BONNEVILLE SUPERIOR TITLE COMPANY COMMITMENT NO. 01459-6031, DATED SEPTEMBER 19, 2014.

(A) ITEM 13 - UTAH INDEPENDENT TELEPHONE CO. EASEMENT IN BOOK 46 PAGE 407 DOES NOT DESCRIBE AN EXACT AREA AND THEREFORE IS NOT SHOWN ON THIS SURVEY. (BLANKET EASEMENT).
 (B) ITEM 14 - SOUTH OGDEN CONSERVATION DISTRICT WATER LINE EASEMENT, DOCUMENT REFERENCES AVENUES AND STREETS WITHIN WASHINGTON HEIGHTS PLAT "A", HOWEVER CURRENT STREETS DO NOT MATCH THIS PLAT, STREETS SHOULD HAVE BEEN VACATED PRIOR TO THE CREATION OF WASHINGTON TERRACE PARCEL C AMENDED PLAT. BLUESTAKING SITE PRIOR TO CONSTRUCTION AND OR RESEARCH WITH SOUTH OGDEN CONSERVATION DISTRICT MAY DETERMINE IF ANY HISTORICAL LINES EXIST. (NOT SHOWN ON PLAT)

(C) ITEM 15 - REFERENCES AVENUES AND STREETS WITHIN WASHINGTON HEIGHTS PLAT "A" AND COUNTRY CLUB ACRES, HOWEVER CURRENT STREETS DO NOT MATCH THESE PLATS. STREETS WERE NOT VACATED PRIOR TO THE CREATION OF WASHINGTON TERRACE PARCEL C AMENDED PLAT. BLUESTAKING SITE PRIOR TO CONSTRUCTION MAY DETERMINE IF ANY HISTORICAL LINES EXIST. ORDINANCE IN ENTRY NO. 2703786 DATED SEPTEMBER 23, 2014 VACATES COUNTRY CLUB ACRES, HOWEVER NO VACATION DOCUMENT LISTED FOR WASHINGTON HEIGHTS PLAT "A" (NOT SHOWN ON PLAT)

(D) ITEM 16 - MOUNTAIN FUEL SUPPLY CO. EASEMENT IN BOOK 460 PAGE 510 DOES NOT DESCRIBE AN EXACT AREA AND THEREFORE IS NOT SHOWN ON THIS SURVEY. (BLANKET EASEMENT).

(E) ITEM 17 - REFERENCES POSSIBLE EASEMENTS ON PARCEL, HOWEVER NO EASEMENT DOCUMENTS LISTED OR PROVIDED. (NOT SHOWN ON PLAT)

(F) ITEM 18 - COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, AND ASSESSMENTS REFERENCED IN BOOK 508 AT PAGE 486, DOCUMENT NOT COMPLETELY LEGIBLE, NO SPECIFIC EASEMENT DESCRIPTIONS LISTED ON LEGIBLE PORTIONS. (NOT SHOWN ON PLAT)

(G) ITEM 19 - LACK OF ACCESS TO DEDICATED STREET OR HIGHWAY ARE NOT DISCLOSED OF RECORD. (ACCESS WOULD BE THROUGH PARCEL 25-019-0002 AND 25-019-0003)

(H) ITEM 20 - REFERS TO DEDICATION FOR PARK PURPOSES ONLY, DID NOT FIND A DEDICATION PLAT FOR GEORGE VAN-LEEVEN PARK AND NO SPECIFIC DOCUMENTS PROVIDED. (NOT SHOWN ON PLAT)

SURVEY MATTERS FROM ABOVE REFERENCED TITLE REPORT HAVE BEEN REVIEWED AND SHOWN OR LISTED AS PROVIDED ON PLAT.



VERIZON WIRELESS
 9636 SOUTH PROSPERITY ROAD
 WEST JORDAN, UTAH 84088

TAEC
 Technology Associates Engineering Corporation
 TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
 5710 SOUTH GREEN STREET
 SALT LAKE CITY, UTAH 84123

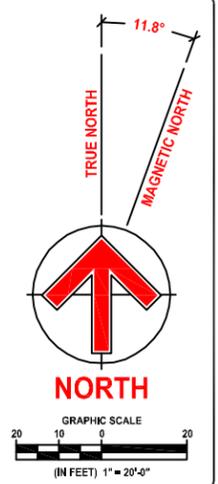
CORPORATE OFFICE
 3115 SOUTH MELROSE DRIVE, SUITE #110
 CARLSBAD, CALIFORNIA 92010

SURVEY PREPARED BY:
 SUPERIOR SURVEYING, LLC
 PHONE: 801-230-8968
 EMAIL: JERRY@SUPERIOR-SURVEYING.COM

PROJECT NO: 02-14-77
 DRAWN BY: JERRY F
 CHECKED BY: JERRY F

REV	DATE	DESCRIPTION
0	07.24.2014	SITE SURVEY

PRELIMINARY



SAL-WASHINGTON TERRACE
 SE SEC 8, T5N, R1W
 77 WEST 4475 SOUTH
 OGDEN, UTAH 84405
 --- RAWLAND SITE ---

SHEET TITLE
SITE SURVEY

SHEET NUMBER
SURV

FOUND BRASS CAP MONUMENT
 SOUTHWEST CORNER SECTION 8,
 TOWNSHIP 5 NORTH, RANGE 1 WEST,
 SALT LAKE BASE AND MERIDIAN

CALCULATED MONUMENT
 SOUTH QUARTER CORNER SECTION 8,
 TOWNSHIP 5 NORTH, RANGE 1 WEST,
 SALT LAKE BASE AND MERIDIAN

FOUND BRASS CAP MONUMENT
 SOUTHWEST CORNER SECTION 8,
 TOWNSHIP 5 NORTH, RANGE 1 WEST,
 SALT LAKE BASE AND MERIDIAN

S89°08'04"E 2649.28' (CALC.) 2649.23' (R)

S89°08'11"E 5298.37' (M) 5298.28' (R)
 BASIS OF BEARING

N89°08'18"W 2649.09' (CALC.) 2649.05' (R)

ASAC INFORMATION SHEET 91:003

INFORMATION REGARDING SURVEY DATA SUBMITTED TO THE FAA

FAA Order 8260.19c requires proponents of certain proposed construction (located beneath instrument procedures) provide the FAA with a site survey and/or letter, from a licensed land surveyor, which certifies the site coordinates and the surface elevation at the site. On October 15, 1992, the FAA started using the North American Datum of 1983 (NAD-83), and therefore all site coordinates should be based on NAD-83. The FAA requires that the survey letter contain an accuracy statement that meets accuracy tolerances required by the FAA. The most requested tolerances are +/- 50 feet in the horizontal and +/- 20 feet in the vertical (2-C). When the site coordinates and/or site elevation can be certified to a greater accuracy than requested by the FAA, please do so.

In order to avoid FAA processing delays, the original site survey or certifying letter should be attached to the 7460 when it is filed at the FAA's regional office. It must be signed and sealed by the licensed land surveyor having performed or supervised the survey.

The FAA accuracy codes and a sample accuracy statement are listed below.

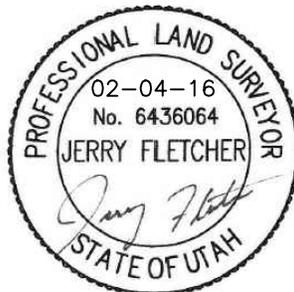
ACCURACY CODES:

<u>HORIZONTAL</u>		<u>VERTICAL</u>	
<u>Code</u>	<u>Tolerance</u>	<u>Code</u>	<u>Tolerance</u>
1	+/- 15 ft	A	+/- 3 ft
2	+/- 50 ft	B	+/- 10 ft
3	+/- 100 ft	C	+/- 20 ft
4	+/- 250 ft	D	+/- 50 ft
5	+/- 500 ft	E	+/- 125 ft
6	+/- 1000 ft	F	+/- 250 ft
7	+/- 1/2 NM	G	+/- 500 ft
8	+/- 1 NM	H	+/- 1000 ft
9	Unknown	I	Unknown

Date: FEBRUARY 4, 2016

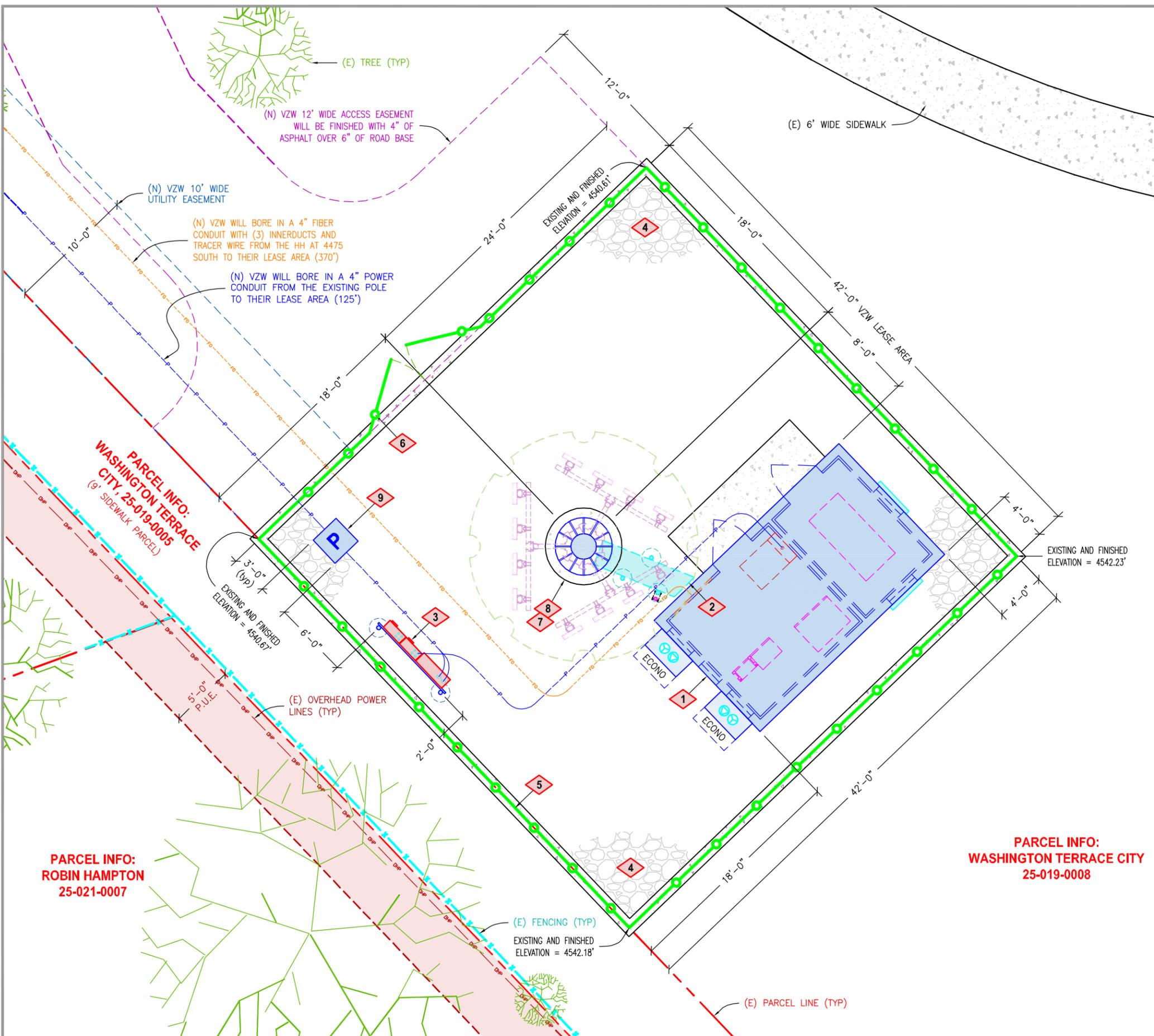
Re: SAL - WASHINGTON TERRACE
SE 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN

I certify that the latitude of N 41°10'48.55", and the longitude of W 111°58'38.25", are accurate to within 15 feet horizontally and the site elevation of 4541 feet, AMSL (American Mean Sea Level), is accurate to within +/- 3 feet vertically. The horizontal datum (coordinates) are in terms of the North American Datum of 1983 (NAD-83) and are expressed as degrees, minutes and seconds, to the nearest (tenth/hundredth) of a second. The vertical datum (heights) are in terms of the (NAVD88) and are determined to the nearest foot.



Professional Licensed Land Surveyor:
1-A FAA Letter

Jerry Fletcher, Utah LS no. 6436064



KEYED NOTES

- 1 VZW 12' X 20' STICK-BUILT EQUIPMENT SHELTER, THE CONTRACTOR WILL NEED TO PROVIDE AND INSTALL THE FOLLOWING: (ALSO SEE C301/1 AND 5-SHEETS)
 - (2) 5-TON HVAC UNITS WITH ECONOMIZERS
 - (2) LOW-PROFILE VENTILATION HOODS
 - RAIN GUTTERS WITH DOWNSPOUT ON DOOR SIDE OF SHELTER.
 - THE SHELTER WALLS ARE TO HAVE A CMU CONSTRUCTION TO MATCH THE SCHOOL BUILDING, COLOR WILL BE A DARK BROWN.
 - THE SHELTER ROOF WILL HAVE A 6:12 PITCH AND IS TO BE FINISHED WITH 26 GAUGE SHEET METAL ROOF PANELS. USE THE 'PBR' PANELS AVAILABLE FROM MCBI IN THEIR KOKO BROWN COLOR.
 - THE SHELTER FASCIAS, DOORS, HVAC UNITS, AND TRIM ARE TO BE PAINTED DARK BROWN TO MATCH THE SCHOOL BUILDING.
- 2 VZW ICE BRIDGE WITH GPS ANTENNA MOUNTED TO SUPPORT LEG, SEE C300/1, C300/3, AND E200.
- 3 VZW UTILITY RACK, SEE C302/1.
- 4 VZW TO FINISH THE SITE WITH 6" OF 3/4" CLEAN WASHED CRUSHED ROCK WITH NO FINES, SEE C300/2 AND 'SITE WORK NOTES' ON C303.
- 5 VZW TO INSTALL 8'-0" TALL WROUGHT IRON FENCING (AMERISTAR MONTAGE COMMERCIAL, GENESIS STYLE, BLACK) AROUND THEIR LEASE AREA, CONTACT WESTERN FENCE COMPANY @ 801.506.0506 FOR THIS FENCING. THE CONTRACTOR WILL NEED TO INSTALL A 1'-0" WIDE BY 4" DEEP CONCRETE MOWSTRIP CENTERED ON THE FENCING.
- 6 VZW TO INSTALL (2) 8'-0" TALL BY 6'-0" WIDE WROUGHT IRON GATES (AMERISTAR MONTAGE COMMERCIAL, GENESIS STYLE, BLACK), CONTACT WESTERN FENCE COMPANY @ 801.506.0506 FOR THESE GATES.
- 7 VZW 80' TALL MONOPINE WITH UNDERGROUND FOUNDATION, SEE TOWER MANUFACTURER SHOP DRAWINGS FOR DESIGN AND SPECIFICATIONS. THE TOWER IS MANUFACTURED WITH A TEXTURED FINISH TO RESEMBLE A TREE AND THE TOP OF THE DECORATIVE BRANCHES ARE NOT TO EXCEED 87' PER THE MANUFACTURER.
- 8 VZW 8' TALL ANTENNAS, (4) PER SECTOR (12 TOTAL) AT A 76' CENTERLINE WITH (12) RRH'S AND (2) RAYCAP OVP BOXES TO BE MOUNTED TO THE ANTENNA MOUNTS, REFER TO VZW RF CONFIGURATION SHEET.
- 9 RMP TO INSTALL A NEW TRANSFORMER AT THIS LOCATION, AND THE VZW CONTRACTOR WILL BE REQUIRED TO INSTALL (2) 4" CONDUITS FROM THE TRANSFORMER TO THE UTILITY RACK.



VERIZON WIRELESS
 9656 SOUTH PROSPERITY ROAD
 WEST JORDAN, UTAH 84088



TECHNOLOGY ASSOCIATES

UTAH MARKET OFFICE
 5710 SOUTH GREEN STREET
 SALT LAKE CITY, UTAH 84123

CORPORATE OFFICE
 3115 SOUTH MELROSE DRIVE, SUITE #110
 CARLSBAD, CALIFORNIA 92010

DRAWN BY: JAY C

CHECKED BY: DAN T

REV	DATE	DESCRIPTION
1	03.04.2016	REVISIONS PER DT
0	02.04.2016	ZONING DRAWINGS

SAL - WASHINGTON TERRACE
 SE SEC 8, T5N, R1W
 77 WEST 4475 SOUTH
 WASHINGTON TERRACE, UTAH 84405
 -- RAWLAND SITE --

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C101



City Council Staff Report

Author: Tom Hanson
Subject: Verizon Lease Agreement
Date: April 19, 2016
Type of Item: Motion



Summary: Over the past several years staff has attempted to work with various cell service providers to lease ground from the City at Van-Leewuen Park with varying results. At one time T-Mobile had a lease with the City but they let it lapse. Others have come close in securing a lease but for one reason or another redirected their efforts to other locations.

Fortunately for the City, the park is a very good location for cellular service and has proven its worth with Verizon Wireless. Staff has been working with Verizon for several months in order to secure a lease that will work with our requirements for an aesthetic cell tower environment and the needs of Verizon.

Description:

A. **Topic:** Verizon Cell Tower Lease

B. **Background:**

Washington Terrace City requires all new communication towers to locate on City property in order to benefit the community as a whole. In this particular instance, Verizon Wireless approached the City in order to secure a lease for a cell tower site within the city and in so doing found the location at the park to be an ideal location.

Verizon and their team have been completely cooperative in their negotiations with Washington Terrace City and have been willing to accommodate the specific tower configuration and structure requirements we have requested.

C. **Analysis:**

Staff has actively evaluated the lease agreements for several cities and has determined that the agreement between Verizon and the City is a fair and equitable balance between the City and Verizon. The lease rate for the cell site will be \$3,000 for the first 12 months as an “option” period with a renewable 12 month option period if it is required by Verizon. At the time that Verizon is ready to move onto the site, the contract of \$3,000 a month will take effect. The monthly rate will have an automatic annual rate increase of 103% per year.

In order to maximize the lease potential for the City we have requested that additional carriers may be allowed to lease tower space at a rate of \$500 a month with the same 103% inflationary factor. The inflationary rate increases annually whether or not there is

an additional carrier on the tower. This protects the City from diminished values going forward.

Verizon has also agreed that we can mount equipment on their tower in the event that we need antenna infrastructure for the radio read meter system. As noted in the attached documents and at considerable expense to Verizon, the tower will be an evergreen tree design intended to minimize the visual impact to the surrounding community.

D. Department Review:

City Staff and our City Attorney have reviewed the contract and determined it to be fair and appropriate. Details of the lease are available for your review in the packet.

Staff has spent time in the neighborhood speaking with citizens most affected by the tower and have had no opposition at this point in time.

Alternatives:

A. Approve the Request:

Receive the financial benefit of leasing the ground to the city and increased cell coverage for local residents. The budget benefits greatly by having these small leases and agreements throughout the city. The lease will generate \$36,000.00 the first year and increase 103% throughout the life of the lease.

B. Deny the Request: Forgo the lease benefit and forgo the improved cell coverage.

C. Continue the Item: Continuing the item may slow the momentum that has been generated by staff and the leasing agent and Verizon Wireless.

SITE LEASE WITH OPTION

THIS SITE LEASE WITH OPTION (This "Lease") is by and between the City of Washington Terrace, a Municipal Corporation ("Landlord") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, ("Tenant").

1. Option to Lease

- (a) In consideration of the payment of \$3,000.00 (Three Thousand and No/100) by Tenant to Landlord, Landlord hereby grants to Tenant an option to lease a portion of the real property described in the attached Exhibit A (the "Property") on the terms and conditions set forth herein (the "Option"). The Option shall be for an initial term of twelve (12) months, commencing on the Effective Date (as defined below) ("The Option Period"). The Option Period may be extended by Tenant for an additional twelve (12) months ("The Extended Option Period") upon written notice to Landlord and payment of the sum of \$3,000.00 (Three Thousand and No/100) ("Additional Option Fee") at any time prior to the end of the Option Period. The Extended Option Period, if properly exercised, shall commence on the day immediately following the expiration of The Option Period. The Option money is non-refundable and shall not be applied to the Rent should the Option be exercised.
- (b) During the Option Period and any extension thereof, and during the Initial Term and any Renewal Term (as those terms are defined below) of this Lease, Landlord agrees to cooperate with Tenant in obtaining at Tenants expense, all licenses and permits or authorizations required for Tenant's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including without limitation, zoning and land use authorities, and the Federal Communications Commission ("FCC")("Government Approvals")), including all land use and zoning permit applications and Landlord agrees to cooperate with and to allow Tenant, at no cost to Landlord, to obtain a title report, soil tests, and other engineering procedures or environmental investigations, including but not limited to surveys ("Tests") on the Property deemed necessary or appropriate by Tenant to evaluate the suitability of the Property for the uses contemplated under this Lease. Tenant shall be responsible to locate and stake the Premises. Tenant shall be responsible for any and all damage to the Premises, Property and any neighboring property resulting, or in any way arising, from the Tests or other due diligence performed by or on behalf of Tenant. Tenant shall restore the Premises, Property, and any damaged neighboring property to its pre-Option Period condition. During the Option Period and any extension thereof, and during the initial term or any Renewal of this Lease, Landlord agrees that it will not interfere with the Tenant's efforts to secure other licenses and permits or authorizations.. During only the Option Period and any extension thereof, Tenant may exercise the Option by so notifying Landlord in writing, at Landlord's address in accordance with section 12 hereof.
- (c) If Tenant exercises the Option, then Landlord hereby leases to Tenant the portion of the property sufficient for placement of the Antenna Facilities (as defined below) together with all necessary space and easements for access and utilities as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises). The Premises located at 125 East 4475 South, Washington Terrace, UT 84405, being Parcel No. 25-019-0008, comprises approximately Two Thousand (2,000) square feet.

2. Term. The initial term of this Lease shall be ten (10) years commencing on the date of the exercise of the Option ("Commencement Date") and terminating at midnight on the last day of the initial term (the "Initial Term").
3. Renewal. Tenant shall have the right to extend this Lease for four (4) additional and successive Five (5) year terms (each a "Renewal Term") on the same terms and conditions as set forth herein. This Lease shall automatically renew for each successive Renewal Term unless Tenant notifies Landlord in writing, of Tenant's

intention not to renew this Lease, at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term. If Tenant shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term without a written agreement, such tenancy shall be deemed a month-to-month tenancy under all other terms and conditions of this Lease, except the right to renew or extend.

4. Rent.

- (a) From and after the Commencement Date, Tenant shall pay Landlord or designee, as rent, One Thousand Five Hundred no/100 per month (\$1,500.00) ("Rent") for the service of one data/cell carrier. The first payment of Rent shall be due within forty-five (45) days following the Commencement Date and shall be prorated based on the days remaining in the month following the Commencement Date, and thereafter Rent will be payable monthly in advance by the fifth day of each month to Landlord at the address specified in Section 12. If this Lease is terminated for any reason other than by a Tenant default at a time other than on the last day of a month, Rent shall be prorated as the date of termination and all prepaid Rent shall be immediately refunded to Tenant. Landlord, its successors, assigns and/or designee, if any, will submit to Tenant any documents required by Tenant in connection with the payment of Rent, including, without limitation, and IRS form W-9.
- (b) During the initial Term and any Renewal Terms, monthly Rent shall be adjusted, effective on the first day of each year of the Initial or Renewal term, and on each such subsequent anniversary thereof, to an amount equal to one hundred two (103%) percent of the monthly Rent in effect immediately prior to the adjustment date.
- (c) Tenant shall be permitted to service more than one data/cell carrier by way of the Premises and the improvements thereon pursuant to the terms of this Agreement. Accordingly, for each such carrier beyond the one carrier referenced in subsection (a) above, Tenant shall pay Landlord or designee, as additional rent, Five Hundred and no/100 per month (\$500.00), which shall be subject to all increases and adjustments as set out in this Lease generally, and subparagraphs (a) and (b) above, specifically.

5. Permitted Use. The Premises may be used by Tenant for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, including, without limitation, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities consistent with local ordinance and state and federal law.

6. Interference. Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licenses of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Lease, including without limitation non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licenses, employees, invitees or agents to use any portion of the Property in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. Improvements, utilities, access

- (a) Tenant shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation,

radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets related cables and utility lines and a location based system, as such location based system may be required by any country, state or federal agency/department, including, without limitation, additional antenna(s) coaxial cable, base units and other associated equipment (collectively the "Antenna Facilities"). Tenant shall have the right to alter, replace, expand, enhance, and upgrade the Antenna Facilities at any time during the term of this lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Landlord acknowledges that it shall neither interfere with any aspects of construction nor attempt to direct construction personnel as to the location of or method of installation of the Antenna Facilities and the Easements (as defined below). The Antenna Facilities shall remain the exclusive property of the Tenant and shall not be considered fixtures. Tenants shall have the right to remove the Antenna Facilities at any time during and upon the expiration or termination of this lease.

- (b) Tenant, at its expense, may use any and all appropriate means of restricting access to the Antenna Facilities, including, without limitation, the construction of a fence.
- (c) Tenant shall, at Tenant's expense keep and maintain the Antenna Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.
- (d) Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property (including but not limited to, the installation of emergency power generators). Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall, wherever practicable, install separate meters for utilities used on the Property by Tenant. In the event separate meters are not installed, Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Landlord shall diligently correct any variation, interruption or failure of utility service under its control or for which it is responsible.
- (e) As partial consideration for Rent paid under this Lease, Landlord hereby grants Tenant easements on, under and across the Property for ingress, egress, utilities and access (including access for the purposes described in Section 1) to the Premises adequate to install and maintain utilities, including, but not limited to, the installation of power and telephone service cable, and to service the Premises and the Antenna Facilities at all times during the Initial Term of this Lease and any Renewal Term (collectively, the "Easements") The Easements provided hereunder shall have the same term as this Lease and are exclusive to Tenant and Landlord.
- (f) Tenant shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term, at no charge to Tenant. Notwithstanding, Landlord shall not have the obligation to ensure or enforce access outside of its regular and customary obligations to its citizens.
- (g) Landlord shall maintain and repair all Landlord owned or constructed access roadways from the nearest public roadway to the Premises in a manner sufficient to allow vehicular and pedestrian access at all times, at its sole expense, except for any damage to such roadways caused by Tenant.
- (h) Tenant, at its expense, and upon Landlord approval, shall construct and maintain any access roadways from the nearest Landlord owned and operated roadways and or parking lots.

- (i) For purposes of servicing more than one data/cell carrier as referenced in Section 4 above, Tenant shall be allowed to install additional antenna, dishes, and other such equipment on the tower within the Premises, as well as any structures, other than additional towers, on the Premises necessary to support such additional antenna, dishes, etc. for the service of additional data/cell carriers only. Tenant shall receive written permission from Landlord prior to installing such improvements and prior to servicing additional carriers. Said permission shall not be unreasonably withheld.
8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:
- (a) Upon thirty (30) days' written notice by Landlord if Tenant fails to cure a default for payment of amounts due under this Lease within such thirty (30) day period;
 - (b) Immediately upon written notice by Tenant if Tenant notifies Landlord of any unacceptable result of any Tests prior to Tenant's installation of the Antenna Facilities on the Premises or if Tenant does not obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license) permit or any Governmental Approval necessary to the installation and/or operation of the Antenna Facilities or Tenant's business;
 - (c) Upon thirty (30) days' written notice by Tenant if Tenant determines that the Property or the Antenna Facilities are inappropriate or unnecessary for Tenant's operations for economic or technological reasons.
 - (d) Immediately upon written notice by Tenant if the Premises or the Antenna Facilities are destroyed or damaged, except as for reasons of maintenance, defects or other mechanical failure, so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Antenna Facilities. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Tenant shall be entitled to the reimbursement of any Rent prepaid by Tenant. If Tenant elects to continue this Lease, then all Rent shall abate until the Premises and/or the Antenna Facilities are restored to the condition existing immediately prior to such damage or destruction as long as Tenant makes best efforts to restore and/or repair the Premises; or
 - (e) At the time title to the Property transfers to a condemning authority pursuant to a taking of all or a portion of the Property sufficient in Tenant's determination to render the Premises unsuitable for Tenant's use. Landlord and Tenant shall each be entitled to pursue their own separate awards with respect to such taking. Sale of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.
9. Default and Right to Cure. Notwithstanding anything contained herein to the contrary and without waiving any other rights granted to it at law or in equity, each party shall have the right, but not the obligation, to terminate this Lease on written notice pursuant to Section 12 hereof to take effect immediately, if the other party fails to perform any covenant or commits a material breach of this Lease and fails to diligently pursue a cure thereof to its completion after thirty (30) days' written notice specifying such failure of performance or default.
10. Taxes. Landlord shall pay when due all real property taxes for the Property, including the Premises. In the event that Landlord fails to pay any such real property taxes or other fees and assessments, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts under this

Lease. Notwithstanding the foregoing, Tenant shall pay any personal property tax, real property tax or any other tax or fee which is directly attributable to the presence or installation of Tenant's Antenna Facilities, only for so long as this Lease remains in effect. If Landlord receives notice of any personal property or real property tax assessment against Landlord, which may affect Tenant and is directly attributable to Tenant's installation, Landlord shall provide timely notice of the assessment to the Tenant sufficient to allow Tenant to consent to or challenge such assessment, whether in a Court, administrative proceeding, or other venue, on behalf of Landlord and/or Tenant. Further, Landlord shall provide to Tenant any and all documentation associated with the assessment and shall execute any and all documents reasonably necessary to effectuate the intent of this Section 10. In the event real property taxes are assessed against Landlord or Tenant for the Premises or the Property, Tenant shall have the right, but not the obligation, to terminate this Lease without further liability after thirty (30) days' written notice to Landlord, provided Tenant pays any real property taxes assessed as provided herein.

11. Insurance and Subrogation and Indemnification.

- (a) Tenant will maintain Commercial General Liability Insurance in amounts of One Million and no/100 (\$1,000,000) per occurrence and Two Million and no/100 (\$2,000,000) aggregate. Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant may maintain. Proof of insurance under this provision shall be provided to Landlord simultaneous to the effective date of this Lease and shall be provided to Landlord from time to time upon request.
- (b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered and resolved by their respective first party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.
- (c) Subject to the property insurance waivers set forth in subsection 11(b), Landlord and Tenant each agree to indemnify and hold harmless the other party from and against any and all claims, damages, costs and expenses, including reasonable attorney fees, to the extent caused by or arising out of the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, or a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this section are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same.
- (d) Notwithstanding anything to the contrary in this Lease, the parties hereby confirm that the provisions of this Section 11 shall survive the expiration or termination of this Lease.
- (e) Tenant shall not be responsible to Landlord, or any third-party, for any claims, costs or damages (including, fines and penalties) attributable to any pre-existing violations of applicable codes, statutes or other regulations governing the Property.

12. Notices. All notices, requests, demands and other communications shall be in writing and be effective three (3) days after deposit in the U.S. mail, certified and postage paid, or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

1

If to Landlord, to

City of Washington Terrace
5249S. South Pointe DR.
Washington Terrace, UT 84405

Send Rent Payments to:

City of Washington Terrace
5249S. South Pointe DR.
Washington Terrace, UT 84405

13. Quiet Enjoyment, Title and Authority. As of the Effective Date and at all times during the Initial Term and any Renewal Terms of this Lease, Landlord covenants and warrants to Tenant that; (i) Landlord has full right, power and authority to execute and perform this Lease; (ii) Landlord has good and unencumbered fee title to the Property free and clear of any liens or mortgages, except those heretofore disclosed in writing to Tenant and which will not interfere with Tenant's rights to or use of the Premises; (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Landlord; and (iv) Tenant's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Tenant is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Landlord represents that it has no knowledge of any substance, chemical or waste (collectively, "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state, or local law regulation. Landlord shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental laws, all spills or other releases of any Hazardous Substance and not caused solely by Tenant, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments, and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substances of the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions") that relate to or arise from the indemnitor's activities on the Property. Landlord agrees to defend, indemnify and hold Tenant harmless from Claims resulting from Actions on the Property not caused by Landlord or Tenant prior to and during the Initial Term and any Renewal Term. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. Tenant may assign this Lease, at any time, without the prior written consent of Landlord, provided such assignment is to a Qualified Assignee (as hereinafter defined). A "**Qualified Assignee**" shall mean a reputable owner and operator of at least fifty (50) Telecommunication Facilities in the United States with at least three (3) years' experience in the management and operation of Telecommunications Facilities. Upon such assignment, Tenant shall be relieved all liabilities and obligations hereunder and Landlord shall look solely to the assignee for performance under this Lease and all obligation hereunder. Tenant may sublease the Premises, upon written notice to Landlord.

Subject to the provisions of this Lease, Landlord shall have the right to assign or otherwise transfer this Lease and the Easements granted herein, upon written notice to Tenant except for the following: any assignment or transfer of this Lease which is separate and distinct from a transfer of Landlord's entire right, title and interest in the Property, shall require the prior written consent of Tenant which may be withheld in Tenant's consent, if required, Landlord

shall be relieved of all liabilities and obligations hereunder and Tenant shall look solely to the assignee for performance under this Lease and all obligations hereunder.

Additionally, notwithstanding anything to the contrary above, Landlord or Tenant may, upon notice to the other, grant a security interest in this Lease (and as regards the Tenant, in the Antenna Facilities) and may collaterally assign this Lease (and as regards the Tenant, in the Antenna Facilities) to any mortgages or holders of security interests, including their successors or assigns (collectively "Secured Parties") In such event, Landlord or Tenant, as the case may be, shall execute such consent to leasehold financing as may reasonably be required by Secured Parties.

16. Successors and Assigns. This Lease and the Easements granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Landlord's lien. Landlord hereby waives any and all lien rights it may have, statutory or otherwise, concerning the Antenna Facilities or any portion thereof, which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and the Landlord gives Tenant and Secured Parties the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant's and/or Secured Party's sole discretion and without Landlord's consent.

18. LANDLORD EQUIPMENT. Landlord at its sole cost and expense shall be permitted to install equipment on Tenant's tower subject to the following terms and conditions:

(a) Landlord shall give Tenant at least six (6) months written notice before Landlord's intended installation;

(b) Landlord shall provide plans and specifications of its proposed equipment to Tenant for its review and approval in Tenant's sole discretion;

(c) Tenant, in its sole discretion, may require Landlord to obtain a structural analysis report at Landlord's sole cost, a copy of which shall be provided to Tenant;

(d) In no event shall Landlord's equipment interfere with Tenant's use of or operations at the Premises; and

(e) Any modifications or change to Landlord's equipment on the tower shall require Tenant's prior written approval.

18. Miscellaneous

(a) The prevailing party in any litigation arising hereunder shall be entitled to reimbursement from the other party of its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and property covered by this Lease. Any amendments to this Lease must be in writing and executed by both parties.

(c) Landlord agrees to cooperate with Tenant in executing any documents necessary to protect Tenant's rights in or use of the Premises. A Memorandum of Lease in substantially the form attached hereto as Exhibit C may be recorded in the place of this Lease by Tenant.

- (d) In the event the Property is encumbered by a mortgage or deed of trust, Landlord agrees, upon request of Tenant, to obtain and furnish to Tenant a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Tenant.
- (e) Tenant may obtain title insurance on its interest in the Premises. Landlord agrees to execute such documents as the title company may require in connection therewith.
- (f) This Lease shall be construed in accordance with the laws of the state in which the Property is located, without regard to the conflicts of law principles of such state. Venue of any dispute shall be Weber County.
- (g) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter, but rather in accordance with the fair meaning thereof. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.
- (h) The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacities as indicated.
- (i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- (j) All Exhibits referred to herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge the Exhibits A and B may be attached to this Lease and the Memorandum of Lease, in preliminary form. Accordingly, the parties agree that upon the preparation of final, more complete exhibits, Exhibits A and/or B, as the case may be, may be replaced by Tenant with such final, more complete exhibit(s).
- (k) Within thirty (30) days of the expiration or termination of this Lease for any reason, Tenant shall remove all communication structures and other facilities from the Premises with any foundations to be removed to two (2) feet below grade and shall restore the Premises and any surrounding area damaged as a result thereof to its pre-Lease condition, reasonable wear and tear excepted. Failure to abide by this provision shall deem all such structures and improvements abandoned and the same shall become the property of the Landlord.
- (l) Tenant shall not have the right to bind the Landlord or otherwise act as its agent in any capacity. Should any lien or encumbrance be filed or recorded against the Premises without the express written consent of the Landlord, the same shall be deemed a material breach of the Lease.
- (m) Landlord makes no warranties or representations, express or implied, with respect to the Property, the Premises or any aspect thereof, as well as the entire subject matter of this Lease, except for any which may be expressly set forth within this Lease. Tenant affirms that in entering this Lease it has duly investigated all material aspects, concerns, and issues regarding this transaction, the Lease, the Property and the Premises, or has waived the same, and further affirms that it has not relied upon any

representations, express or implied, from the Landlord and anyone purporting to act on its behalf, unless expressly set forth within this Lease.

The effective date of this Lease is the date of execution by the last party to sign (the "Effective Date).

LANDLORD: City of Washington Terrace

By: _____
Printed Name: _____
Title: _____
Date: _____

TENANT: Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

By: _____
Printed Name: Brian Mecum
Title: Area Vice President Network
Date: _____

City Council Staff Report

Author: Kasey Bush
Subject: Resolution
Date: April 19, 2016
Type of Item: Resolution Weber County Pre Disaster Mitigation Plan



Summary: In the October 2015 meeting it was discussed how as a county we were working to update the Countywide Mitigation Plan and needed to get FEMA approval for the plan to be ready to go to the respective City Councils for final approval.

At this time FEMA has approved the plan and we are looking for Council approval to fully adopt the Countywide Mitigation Plan. By adopting the Countywide Mitigation Plan it does not bind the city monetarily. The goal is to outline potential problem areas of our city and potential problem areas in the county.

Description:

- A. **Topic:** Weber County Pre Disaster Mitigation Plan
- B. **Background:** In 2003 FEMA began to require Government agencies to develop “Regional Pre-Disaster Mitigation Plans” as a requirement to apply for Federal Grant Money. FEMA also announces guidance that Counties who participated in regional planning efforts should, revise/rewrite and adopt regional plans to reflect local needs and efforts to be eligible for any mitigation grants.

In June 2014, Weber County applied for grant funding to assist in the planning effort and began preliminary meetings with local government agencies.

- C. **Analysis:** At this time Weber County Completed the Weber County Pre Disaster Mitigation Plan, FEMA has reviewed and approved this plan as written.
- D. **Department Recommendation:** At this time we are looking for a Resolution to Adopt the Weber County Pre Disaster Mitigation Plan.

Alternatives:

- A. **Approve the Resolution:** Council May approve the Plan by Resolution.
- B. **Do Nothing:** Do nothing look at this plan at another time

**CITY OF WASHINGTON TERRACE
RESOLUTION 16-05**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF WASHINGTON TERRACE,
UTAH ADOPTING THE WEBER COUNTY PRE-DISASTER MITIGATION PLAN**

WHEREAS, the Washington Terrace City Council (the “City”) met in regular meeting on April 19, 2016 to consider among other items, the adoption of the Weber County Pre-Disaster Mitigation Plan (the “plan”); and

WHEREAS, employees of the City have participated as a partner entity with Weber County in development of the plan and,

WHEREAS, the Disaster Mitigation Act of 2000, Public Law 106-390 was enacted to establish a national disaster hazard mitigation program to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs, resulting from natural disasters, and to assist state, local, and Indian tribal governments in implementing effective hazard mitigation measures designed to ensure the continuations of critical services and facilities after a natural disaster in to law on October 30, 2000; and

WHEREAS, the Disaster Mitigation Act of 2000 and 44 C.F.R 201.6 requires among other things that the plan has been formally adopted by the governing bodies of the jurisdictions requesting approval of the plan; and

WHEREAS, the plan has been prepared in accordance with F.E.M.A. requirements at; and

NOW, THEREFORE, BE IT RESOLVED that Washington Terrace City adopts the Weber County Pre-Disaster Mitigation Plan which attached hereto as Exhibit “A” and incorporated herein by this reference and shall take effect immediately on passage and acceptance as provided herein.

PASSED AND APPROVED by the Washington Terrace City Council this ____ day of April, 2016.

MARK ALLEN, Mayor
City of Washington Terrace

ATTEST:

AMY RODRIGUEZ, City Recorder

Roll Call Vote
Council Member Scott Barker
Council Member Blair Brown
Council Member Robert Jensen
Council Member Scott Monsen
Council Member Val Shupe

Estimated Cost: Unknown
Staff: Public Works
Jurisdictions: Uintah City

CITY OF WASHINGTON TERRACE



Background Information

Washington Terrace is a city totaling about two square miles situated between South Ogden City and Riverdale City. The population is approximately 9,164 with 3,019 households. The governing body is a six member City Council and a City Manager.

Washington Terrace City provides Water /Sewer, Garbage pickup, Road Maintenance, Fire/EMS services for its citizens. Washington Terrace City contracts with Weber County Sheriff's Office for law enforcement services. The Washington Terrace Fire Department oversees emergency response and hazard mitigation efforts.

Specific Community Hazards

- **Earthquake**
- **Landslide.** Washington Terrace is situated on an elevated area above Riverdale, making it particularly susceptible to landslide. The major hillside in the City has been designated as a sensitive lands area by the City's consulting engineer
- **Wildland Fire.** Wildland fire on the hillside compounds the landslide concern as it may increase erosion and instability.
- **Flood**
- **Drought**
- **Infestation**
- **Severe Weather**

Critical Facilities and Infrastructure

Tanks
Fire station

EDUCATION

- Bonneville High School
- T.H. Bell Junior High School

- Washington Terrace Elementary School
- Roosevelt Elementary School

MUNICIPAL

- Public Works Facility (located on a hillside designated as a possible land slide area)

Mitigation Strategies Implemented since the 2009 Plan

Landslide. A steep hillside in Washington Terrace has been designated as a possible landslide area. The City has taken precautions to limit the amount of water that can be used in the area as well as implementing fire restrictions to minimize the risk of the hillside sloughing off. The hillside has been designated as a sensitive lands area by the City’s consulting engineer.

Planned Mitigation Strategies

Earthquake

Problem Identification: Protect the water tank against earthquake.

OBJECTIVE #1 (Priority: High): Protect water system against earthquake damage.

Action 1: Seismic upgrade of water tank.

Time Frame: 2015
Funding: Local
Estimated Cost: \$230,000
Staff: Public Works and Engineer
Jurisdictions : Washington Terrace City

Action 2: Provide back-up power for water system with a standby generator.

Time Frame: Unknown
Funding: Federal, Local and State
Estimated Cost: Unknown
Staff: Public Works, Engineer, City Administration
Jurisdictions : Washington Terrace City

Flooding

Problem Identification: The City’s Storm Drain pipes become surcharged in a heavy rain event.

OBJECTIVE #1 (Priority HIGH): Sufficient detention basin allow for the pipes to keep up with rain flows.

Action 1: Install more Detention basins in the City.

Time Frame: Unknown
Funding: Federal, Local and State
Estimated Cost: Unknown
Staff: Public Works, Engineer, City Administration
Jurisdictions : Washington Terrace City

Landslide

Problem Identification: The City's Public Works Facility is located on a hillside that has been designated as a possible land slide area.

OBJECTIVE #1 (Priority HIGH): Reduce the possibility of landslide impacting the public works facility that may impede the ability to provide necessary services to residents.

Action 1: Public Works Facility Relocation.

Time Frame: Unknown
Funding: Federal, Local and State
Estimated Cost: \$6,000,000
Staff: Public Works, Engineer, City Administration
Jurisdictions : Washington Terrace City



City Council Staff Report

Building & Planning

Author: Planning Department
Subject: Garbage container time limit
Date: April 19, 2016
Type of Item: Amend and reestablish the 24 hour time limit for container to be set out.

Summary Recommendations: Approve by ordinance the requirement that Garbage containers are to be removed 24 hours before & after Garbage pickup day and which institutes how long they can be set out at the street, curbside or on a park strip.

Description:

A. Topic:

The ordinance is to reestablish a time limit of 24 hours for containers to be left out before and after the City Garbage collection day.

B. Background:

Recently it was noted that the section regulating the time that Garbage containers can be left out, had been repealed in 2013. In order to reestablish the time limits of 24 hours for containers to be left out, it will be necessary to reestablish by ordinance.

C. Department Review:

The Building & Planning Dept has reviewed the ordinance and gives their approval to amend and reestablish the 24 hour condition for garbage cans to be left out on the street, curbside or in the park strip.

Alternatives:

A. Approve the Request:

The City Council may approve the ordinance.

B. Deny the Request:

The City Council deny the request.

C. Continue the Item:

The City Council could table the item to a later meeting, with recommendations.

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

**GARBAGE AND RECYCLING CONTAINER REMOVAL
ORDINANCE NO. 16-02**

**AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE,
UTAH, AMENDING CHAPTER 8.16 OF THE WASHINGTON
TERRACE MUNICIPAL CODE TO PROVIDE FOR THE
REMOVAL OF GARBAGE AND RECYCLING CONTAINERS
WITHIN 24-HOURS OF PICK-UP; SEVERABILITY; PROVIDING
AN EFFECTIVE DATE**

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

WHEREAS, *Utah Code Annotated* §§ 10-8-84 and 10-8-60, 1953, as amended, allows the City to exercise certain police powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, Utah Code Annotated §10-11-1, et seq, authorizes the City to conduct inspection and cleaning of certain property and nuisances;

WHEREAS, garbage and recycling containers being left on the streets of the City constitute a nuisance and are to be removed within a time certain;

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

Section 1: Repealer. Chapter 8.16 of the *Washington Terrace Municipal Code* is hereby repealed in its entirety.

Section 2: Amendment. Chapter 8.16 of the *Washington Terrace Municipal Code* is hereby re-enacted to read as follows:

8.16.040. Nuisance declared.

The following objects, acts, or conditions along with any resulting condition, are hereby declared to be nuisances in violation of this chapter and subject to the penalties provided herein:

1. Conditions that create a possible fire hazard.

WTC Ord. 16-02

2. Unlawful pollution or environmental degradation, or anything rendering the soil, air, water, or food to be impure or unwholesome.
3. Conditions that harbor or attract rodents, insects, disease, or other forms of life deleterious to human habitation.
4. Deleterious surroundings and structures in violations of local codes.
5. Allowing or causing to keep, deposit, dump, burn, bury or allow to exist any unsightly or injurious objects, structures, junk, discarded or unused objects or equipment, nuisance vehicles, noxious weeds, grass over six (6) inches in growth, or neglected landscaping.
6. To allow vegetation, waste, garbage, litter, filth, refuse, feces, or manure to accumulate within or upon any property, except where it is scheduled for immediate removal.
7. To discharge or dump liquid waste, hazardous waste, or refuse of any kind into any street, road, sidewalk, gutter, stream, drain, pipe, wash, natural water course, ditch, canal, lot, or other property.
8. To obstruct any watercourse, storm drain, or pipeline.
9. To permit any garbage container to remain on a premise when it has become unclean, offensively putrescent, or overflowing. Failure to remove a garbage or recycling container within 24-hours of pick-up.
10. To block, obstruct, or interfere with access or use of city streets, sidewalks, easements, or right-of-ways without an encroachment permit from the city.
11. Any condition or object that may cause immediate and irreparable harm to a person or endanger public health and safety.
12. The accumulation of animal waste products.
13. Any unkempt, offensively putrescent, or filthy stable, stall, corral, feed yard, or in any other structure or area where animals are kept.
14. Allow to be kept or collected any putrid grease, vegetable matter, rotting substance, or other similar matter on any premises.
15. Dumping, disposal, or handling of grease, oils, fats, or substance in any manner that may result in any pollution, clog, or damage to any sewer system, storm water system, or the environment.
16. To have or permit upon any condition that creates unnecessary stagnant water, or unnecessarily fosters flies, mosquitos, or rodents.
17. To pollute or render fowl water in any spring, stream, well, or other water supply. Including any action or inaction that may jeopardize or harm a public or private water system, including a drinking fountain.
18. Create or allow a condition or object that may detrimentally affect any sanitary sewer line or system, septic system, or other waste collection system. Including any action or inaction by an owner that may result in any overflow, system failure, or other potential public or environmental hazard relating to sewer.
19. To allow any property or project to hold any decaying material, hazardous material, explosives, or offensive substances.
20. To plant or maintain any tree or vegetation that may enter or damage any storm drain, field or land drain, or sewer systems, or cause heaving or other damage to

- any sidewalks, curbs, gutters, or streets. Including overhanging trees, branches, or vegetation in violation of the Manual on Uniform Traffic Control Devices (MUTCD), American Association of State Highway and Transportation Officials (AASHTO) standard, or other applicable code.
21. To plant or maintain trees or vegetation which obstruct the clear view of traffic, traffic signs, fire hydrants, utilities, public right-of-ways, sidewalks, curbs, and intersection corner property sight triangles specified in the land use ordinance.
 22. To fail to properly keep adjoining public sidewalks clear of snow and any other obstruction.
 23. To put or cause to have put snow, ice, leaves, litter, dirt, debris, or other refuse into the public right-of-way.
 24. To operate a business within the city without obtaining the appropriate city business license, along with any required state license and tax identification numbers.
 25. Failure to control and prevent back-flow and eliminate all cross connections between any auxiliary water source and the city's culinary water systems.
 26. Failure to install, maintain, control, back-flow devices for any sewer and/or water system.
 27. Failure to immediately stop and repair any culinary water, secondary water, or sewer line break.
 28. Leaving fuel, flammable material, or similar material open and accessible to children or creating an attractive nuisance condition.
 29. Failure to park any vehicles, motor home, fifth-wheel, trailer, water craft, recreational vehicle, and axle driven devices on a solid surface type material such as asphalt or concrete. The solid surface area must also cover the full size of the vehicle where such vehicle is parked. Nuisance under this part are exempt where granted a winter parking exemption in the municipal code under Section 10.16.030 so long as the required spring restoration of the soft surface is completed as provided in the municipal code. Failure to make spring restoration of soft surface under this part is a nuisance under this chapter.
 30. Failure to park or place any vehicle, trailer, or equipment at least three feet behind the sidewalk and nine feet behind curb where no sidewalk exists.
 31. Failure to install or maintain any toilet, sink, plumbing, or sewer facility in accordance the applicable international building codes, or regulations of the Weber-Morgan Health Department.
 32. Failure to comply with the property maintenance code, which regulates the conditions and maintenance of all property, buildings and structures, such as fences, roofs, siding, and otherwise.
 33. Any construction activities on any property without the proper permits.
 34. Allowing or keeping any abandoned appliances, furniture, furnishings, or containers outside on any property.
 35. Keeping any appliance or device accessible to children that may be airtight and contain a lid, lock, or door device which may not be released from the inside.

36. Failure to keep or maintain landscaping or storm water basin required on an approved site plan.
37. Parking any motor home, fifth-wheel, trailer, water craft, or recreational vehicle property used for residential purposes for more than forty-eight (48) hours. Allow any such vehicle described in this part of park on the public right-of-way or within 3 feet of the sidewalk.
38. To allow any basketball standard, other recreation device, or equipment of any kind to obstruct or interfere with any street, sidewalk, curb, or gutter.
39. To hold, park, keep, operate, maintain, or keep any nuisance vehicle or abandoned vehicle where there is no valid temporary permit.
40. Burning of any kind without a valid burn permit.
41. To permit or cause to keep, deposit, dump, bury, or allow to exist any unsightly or injurious objects, structure, junk, discarded or unused objects or equipment, equipment, noxious weeds, grass over six (6) inches in height.
42. Parking or keeping any commercial vehicle or commercial activity in a residential zone or without a valid site plan in a commercial zone.
43. Operating a business without a valid business license.
44. Overnight parking of any commercial vehicle over 10,000 gross vehicle weight on any city street, sidewalk or municipal property.
45. Keeping or harboring excessive animals, stray animals, or any animals in violation of the municipal code.

8.16.050. Accumulation prohibited and Garbage Containers.

1. Accumulation Prohibited. It is unlawful and a violation of this Chapter for the owner or occupant of real property or estate, or its agent, to cause or permit upon such property, or right-of-way adjacent thereto, the accumulation of, or, after notice as provided in this chapter, to fail to eradicate or remove garbage; refuse; abandoned vehicles or inoperable vehicles, boats, or trailers; or any unsightly or deleterious objects or structures.
2. Garbage Containers. No person who owns, or has possession, control or custody of any garbage or recyclable container(s), shall be allowed or permitted to leave a container(s) out 24 hours prior to the garbage pick-up date and must be removed from the roadway, street, parking areas, no later than 24 hours after the day of collection. Any person who violates this sub-section is guilty of an infraction and is fined \$10 per offense. Each day a violation continues constitutes a separate offense.

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

WTC Ord. 16-02

Section 4: Effective date. This ordinance take effect immediately after approval and posting.

PASSED AND APPROVED by the City Council this ___ day of _____, 2016.

MARK C. ALLEN, Mayor,
City of Washington Terrace

ATTEST:

AMY RODRIGUEZ, City Recorder

RECORDED this ___ day of _____, 2016.

PUBLISHED OR POSTED this ___ day of _____, 2016.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

AMY RODRIGUEZ, City Recorder