



Regular City Council Meeting

Tuesday, May 3, 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: Major Budget Issues: 1) New city-wide water meter reading system; 2) Construction of public works facility; 3) Storm water management and compliance; 4) Utility rates; 5) Personnel requirements; and 6) Redevelopment project areas.

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 APRIL 19, 2016, MINUTES

6. **CITIZEN COMMENTS**

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

7. **COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS**

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

8. **NEW BUSINESS**

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.

8.1 MOTION/PROCLAMATION 16-01: SENIOR CORPS PROGRAM WEEK

A Proclamation recognizing the week of May 16- 20, 2016, as Senior Corps Program Week. The Senior Corps and its volunteers provide opportunities to older Americans in helping meet National and community needs.

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

Staff will provide a summary of topics discussed in the work session to include, but not limited to: Major Budget Issues: 1) New city-wide water meter reading system; 2) Construction of public works facility; 3) Storm water management and compliance; 4) Utility rates; 5) Personnel requirements; and 6) Redevelopment project areas.

8.3 MOTION: TO TENTATIVELY APPROVE THE TENTATIVE BUDGET

State law requires that the tentative budget be reviewed, considered, and tentatively adopted by the governing body and may be amended or revised prior to its final adoption.

8.4 MOTION/RESOLUTION 16-06: INTERLOCAL AGREEMENT WITH WEBER COUNTY FOR RECREATION, ARTS, MUSEUM, AND PARK (R.A.M.P) FUNDING

An Interlocal Agreement to receive funding from R.A.M.P to be used for the Victory Park Restroom Project located at 300 East 4400 South.

9. COUNCIL COMMUNICATION WITH STAFF

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

10. ADMINISTRATION REPORTS

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

11. UPCOMING EVENTS

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

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

May 24th: Public Works Shop Open House (Tentative) 6:00 p.m.

May 26th: Planning Commission Meeting 6:00 p.m.

May 30th: City offices closed for Memorial Day Observance

12. ADJOURN THE MEETING: MAYOR ALLEN

**13. WORK SESSION (Immediately following regular Council Meeting)
DISCUSSION OF POTENTIAL LAND USE AND DEVELOPMENT FOR PLEASANT VALLEY RANCH**

Topics to include, but not limited to a Presentation on the Pleasant Valley Ranch Proposed Development located on the open property on the southern boundary of Washington Terrace.

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

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CERTIFICATE OF POSTING

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City of Washington Terrace

Minutes of a Regular City Council meeting
Held on April 19, 2016
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of Utah

1. WORK SESSION

5:00 P.M.

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

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT AT WORK SESSION

Mayor Mark C. Allen
Council Member Scott Monsen – arrived at 5:18 p.m.
Council Member Blair Brown
Council Member Robert Jensen – arrived at 5:10 p.m.
Council Member Scott Barker - excused
Council Member Val Shupe
Fire Chief Kasey Bush
Public Works Director Steve Harris
City Manager Tom Hanson
City Recorder Amy Rodriguez

Others Present

None

Hanson stated that the budget is a five year plan, with capital projects planned out even further. Hanson reviewed the legislative policy statements and priorities. Hanson stated that the budget document is a policy driven document and asked that Council review the section carefully to make sure that staff has a clear understanding of Council priorities.

Hanson stated that a major challenge the City faces is growth. He stated that there will be some discussions at the next City Council meeting concerning future developments.

Hanson explained the difference between an on-going expense and a one-time expense.

Hanson explained economic indicators, highlighting the fiscal first aid technique, which can be used as an immediate short-term aid to keep services going in the event of a financial shortfall.

Hanson highlighted a graph illustrating property taxes and Weber County taxing entities. Hanson stated that the City's taxable values are fairly flat. He stated that new commercial growth will help increase taxable values in the City. Hanson highlighted some of the challenges of the City, to include, the ability to fund current and future operations, fleet and equipment, capital infrastructure, the ability to fund federal and state mandates, and the ability to maintain strong creditworthiness. He stated that the City needs to maintain high reserves for unforeseen emergencies. Hanson stated that the City needs to balance the City ability to pay with level of service.

Water Meter Reading System

CC Minutes 04-19-16

Hanson stated that the Water Meter Reading System is a high level of service and a high priority budget item. He stated that the highest priority items in the budget are things that are broken today and critical right now. Harris stated that there are around 950 meters left to install before the end of May. He stated that all the meter lid holes will be drilled by the end of the week.

Construction of a Public Works Facility

Hanson stated that staff is in the planning and design stages of construction of a Public Works Facility. He stated that it is critical for services to be delivered to residents from the new shops in cases of emergencies. He stated that the funding source for the shop comes from the utility funds, general fund, and capital funds. He stated that the funds will pay for the ongoing duration of the loan and is reflected in the budget document. Hanson asked if there are any concerns with the plan. Hanson stated that he is working on a public campaign to educate the residents. He stated that open houses will be held and newsletter articles will be written. Council Member Monsen asked what the City would use the money for if the shop was not being constructed. Hanson stated that he does not have a complete list, however some projects are being pushed through to OTIS II project which would begin in 2021. Hanson stated that the City is working on mitigation grants to help with the removal of the old shop and make the area a parking area. Hanson stated that the project includes the demolition and removal of the old shop, landscaping, funding of the roadway and construction of the area. He stated that if the City does not receive the mitigation grant from FEMA, the funding for this area of the project will have to come out of the funding of the new shop. Mayor Allen suggested including the public in the plans sooner rather than later on in the year. He suggested that we need the residents to follow us along in the journey now, rather than December.

Storm Water Management Regulations

Hanson stated that Federal and State agencies have issued storm water management regulations governing municipal storm water discharge. He stated that the City is anticipating a financial impact, however, the information is still pending the final report from the state.

Utility Rates

Hanson stated that staff is looking at the ongoing operations and capital requirements of the system. Hanson stated that any rate increase addresses operational changes in rates. He stated that staff is proposing a base rate change in Water from \$17.80 to \$18.20, in Sewer from \$17.55 to \$18.10, and an increase in Storm water of \$.25. He stated that the proposed rate increase of \$1.20 is a response to fees and increases that the City receives that are outside of our control and for operations within our system. Council Member Brown stated that it was his understanding that the Council agreed to not increase water rates. Council Member Shupe stated that there were discussions on overage usage and that Council did not want to penalize people for keeping their consumption low due to conservation efforts. Council Members Shupe and Monsen agreed with Council Member Brown that the understanding would be not to raise any water rates this year. Hanson stated that there will be increases every year with expenses in operations that are beyond the City's control. Hanson stated that there will be increases with the Sewer District and Weber Basin that will be pass-through fees. Council Member Shupe stated that he does not agree with increasing the cost of the water for any other issues besides pass-through fees. Mayor Allen stated that the cost of water raises 3 percent each year and is considered a pass-along fee. Council Member Shupe stated that he would like to know why there is an increase in the water when the water is bought outright. Hanson stated that staff is to serve as advisors and will do whatever the Council wishes.

Council Member Monsen stated that his understanding was that there would be no increase, however, he stated that he is not against the modest increase so that residents do not get hit with a larger increase all at once. Mayor Allen would like to revisit the 4 options before a final decision is made.

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 - excused
Council Member Val Shupe
Recreation Director Aaron Solomon
Public Works Director Steve Harris
Fire Chief Kasey Bush
City Manager Tom Hanson
City Recorder Amy Rodriguez
Lt. Jason Talbot, Weber County Sheriff

Others Present

Charles and Reba Allen, Barker Roberts, Daniel Thurgood, Brad Larsen, Dell Kraaima, Gary Klema, Ullis Gardiner, Bob Beelek.

2. **ROLL CALL** **6:00 P.M.**

3. **PLEDGE OF ALLEGIANCE**

4. **WELCOME**

5. **CONSENT ITEMS**

5.1 APPROVAL OF AGENDA

**5.2 APPROVAL OF MARCH 15, 2016, MEETING MINUTES AND MARCH 17, 2016
WORK SESSION MINUTES**

Items 5.1 and 5.2 approved by General Consent.

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**

Mayor Allen opened the second public hearing for the CDBG program at 6:05 p.m.

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 6:09 p.m. .

7. CITIZEN COMMENTS

There were no citizen comments.

8. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS

Due to lack of citizen comments, item 8 is unnecessary.

9. NEW BUSINESS

9.1 DISCUSSION/DIRECTION: 2016 TERRACE DAYS PLANNING DISCUSSION

Solomon stated that Terrace Days 2016 is scheduled for June 11, 2016. He stated that the Movie in The Park will be held on June 10th. He stated that Terrace Days will be held on the second Saturday in June from now on. He stated that the parade will be held in the afternoon and asks for suggestions for Grand Marshal. He stated that the events scheduled are popular events, but welcomes any suggestions for new events. Solomon suggested moving the band stage a little closer north so that the band is more a part of the crowd. Hanson stated that the fireworks will still be seen by those sitting in the grass. Solomon stated that there are many vendors signed up for the event.

Council Member Monsen suggested Mary Johnston to serve as Grand Marshal. Mayor Allen stated that that is a great idea and instructed Council to think about names and let Solomon know the suggestions. Council Member Monsen suggested that Council could help in contacting past parade participants to inform them of the parade sign up.

9.2 PRESENTATION: ANIMAL CONTROL QUARTERLY REPORT

The officers stated that they have been proactive with animal control patrolling in the City. She stated that they are working with Jean Blair from Court on following up with pet owners who have not renewed their dog license to determine if they still own the dog. Kim stated that they have a strong presence at the Parks in the morning and on the afternoon patrols. She stated that they concentrate on Rohmer Park, but patrol all City parks. Council Member Shupe stated that he is glad to hear that they are proactive on the licensing, but stated that he would like to see a report on what hours the animal control is active in the City. He stated that the City is owed at least 29 hours a month. He would like for animal control to concentrate finding those who have more than 2 animals. He stated that he is glad to hear that animal control is looking in the backyards. He stated that one of the complaints of the residents is that the truck is not seen throughout the City. Council Member Shupe stated that he would like an accountability report given to the City Manager on the hours spent in the City.

Council Member Monsen asked if the truck is designated for Washington Terrace. Kim stated that it was. She stated that as animal control officers, they can issue citations. The officers stated that they try to educate residents on the ordinance that every dog needs to be licensed in the City. She stated

that written notices, warnings, and citations are given. It was clarified that the late fee is assessed as soon as the month that the renewal is due has passed. Council Member Brown questioned the 29 hour a month service as well. The officers stated that although they might not be seen patrolling the Terrace, they are licensing, picking up animals, and responding to calls. Mayor Allen stated that he has noticed the truck patrolling the City more in recent months.

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

Hanson stated that the City has been working with FieldCrest Estates at Pleasant Valley Ranch concerning a design plan for their subdivision. He stated that the subdivision is directly south of the new Public Works facility. He stated that there will be easements for access to sewer lines. Bob Beelek, who is working with the developer, stated that they have partnered with Nilson Homes to develop 27 homes in the subdivision.

Beelek stated that the intent is for all the homes to have basements. Beelek stated that the developer has a vested interest in working with the City and creating a quality product. He stated that the houses will be brick, stone, stucco or hardy board around the backs and sides. The prices will range from 385,000 and up. Council Member Monsen asked if the lots are exclusive builder lots. Beelick stated that Nilson will be the only builder. Beelick stated that some homes will be by order, but they will all stay within the CC and R's.

Mayor Allen stated that he likes the safe set-up and noted that no one will have to back up onto a busy street.

Hanson stated that the easements have been plotted to allow the City to run infrastructure up to the shop project on the north end. Hanson stated that there is a shared property line on the north end and a development agreement will be made concerning the fencing. Hanson stated that staff has been very clear on high quality CC and R's. Hanson stated that staff would like a livable high quality project.

Beelick stated that the detention pond will be grass. Mayor Allen stated that the area will need Streetlights and asked if that item will be addressed. Beelick stated that the issues of streetlights are usually handed in pre-construction planning meetings between the builder and City.

Hanson stated that the City cannot take the detention pond over as part of City infrastructure and the developers will have to form a Home Owners Association to fund the maintenance of the pond because the City does not have the capacity to take that on. He stated that is not in the agreement as of yet, but will be discussed and included.

Council Member Monsen clarified that there will not be a Home Owners Association for the subdivision that would be a PRUD. Beelek noted that the City will not allow a PRUD. Council Member Monsen confirmed that and that all roads and infrastructure will be up to City code and dedicated to the City upon completion.

Council Member Brown stated that it looks like a great project.

**Motion by Council Member Brown
Seconded by Council Member Monsen
To approve the site plan for the subdivision to
Be located at approximately 600 East 5700 South
Approved unanimously (4-0)**

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

Hanson stated that he has been working with Daniel Thurgood with Verizon Telecommunications

on placing a cell tower at Van Leeuwen Park. Hanson stated that it is a common benefit for the company as well as the residents. Hanson noted that the design of the pole is an evergreen tree. Hanson stated that the Development Review Team has had input as to how the monopole will be handled. Hanson stated that the road leading to the facility will be asphalt and the area will be fenced. He stated that the fit and finish of the facility will match the restroom at the park. Thurgood stated that there is not a construction time frame as of yet, and they are half way through the process of environmental reports and regulatory processes. Hanson stated that Verizon will pay \$3,000 during the 12 month option period and once they start construction on the property, they will pay \$1,500 a month.

**Motion by Council Member Shupe
Seconded by Council Member Jensen
To approve the site plan for the
Verizon Telecommunication Tower
Approved unanimously (4-0)**

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

**Motion by Council Member Monsen
Seconded by Council Member Shupe
To approve the lease agreement for the
Verizon Telecommunication Tower
Approved unanimously (4-0)**

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

Bush stated that FEMA has approved the Weber County Pre-Disaster Mitigation Plan. Bush stated the plan specifies where our biggest concerns are in the City, namely the hillside/landside issue at Rohmer Park. Bush stated that the approval of the Plan is necessary to apply for FEMA grants. Mayor Allen stated that the Sewer District passed the Plan last night and that it appears that the entire County is on board with the Plan. Hanson stated that he appreciates Chief Bush's work on this project and noted that the Chief has attended training on the Plan as well as training for the Mitigation Grant Application.

**Motion by Council Member Jensen
Seconded by Council Member Shupe
To approve Resolution 16-05
Adopting the Weber County Pre-Disaster Mitigation Plan
Approved unanimously (4-0)
Roll Call Vote**

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

Hanson stated that Budget Planning discussion began in November. He stated that tonight was the kick off to the preliminary approval of the budget. He stated that the major budget items discussed earlier include the Water Meter Radio Installation, Construction and funding of a New Public Works Shop, Storm Water Management Requirements, and Utility Rates.

9.8 MOTION/ORDINANCE 16-02: TO AMEND CHAPTER 8.16 OF THE MUNICIPAL

**CODE TO PROVIDE FOR REMOVAL OF GARBAGE AND RECYCLING
CONTAINERS**

Hanson stated that when the code was last updated, the garbage container section was inadvertently left out of the revised ordinance. Staff is asking to re-instate the 24 hour time period for garbage cans to be left on the street. It was noted that the Council never made any motions to repeal the rule, it was simply a bookkeeping error.

**Motion by Council Member Monsen
Seconded by Council Member Jensen
To Approve Ordinance 16-02 Amending
Chapter 8.16 of the Municipal code to
Provide for removal of garbage and Recycling Containers
Approved unanimously (3-0)
Roll Call Vote**

10. COUNCIL COMMUNICATION WITH STAFF

* Council Member Monsen asked for an update on the Victory Park Project. Hanson stated that the concrete slab has been poured and the roof will be put on the bowery. Harris stated that the materials for supporting the concrete slab needed to be re-compacted. Harris stated that the contract completion date for the Restroom is the end of June. He noted that the bowery should be completed mid-May. Mayor Allen explained that the project is one of the items that are paid for by grants.

11. ADMINISTRATION REPORTS

* Hanson stated that the water meter system project should be completed by June. He stated that the Public Works Crew is doing a great job installing the meters.

* Hanson stated that the Pleasant Valley Ranch Development group will be speaking to Council at the next meeting. He stated that they will be speaking to Council and Planning Commission concerning CC and R's. Mayor Allen stated that the public is welcomed to all work sessions and suggested that it would be nice to have residents look at the plans and what they have to offer.

* Hanson stated that staff will be participating in the Great Utah Shake Out on Thursday, which is a statewide mock exercise for emergency preparedness.

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

Mayor Allen adjourned the meeting at 7:28 p.m.

Date Approved

City Recorder

THE CITY OF WASHINGTON TERRACE

SENIOR CORPS WEEK OFFICIAL PROCLAMATION – No. 16-01

WHEREAS, older Americans bring a lifetime of skills and experience that can be tapped to meet the challenges in our communities; and

WHEREAS, for more than four decades Senior Corps, and its three programs – RSVP, Senior Companions, and Foster Grandparents – have proven to be a highly effective way to engage Americans ages 55 and over in meeting national and community needs; and

WHEREAS, each year Senior Corps provides opportunities for nearly 330,000 older Americans across the nation, including approximately 488 volunteers in Weber County; and

WHEREAS, Senior Corps volunteers last year provided more than 82 million hours of service, helping to improve the lives of our most vulnerable citizens, strengthen our educational system; protect our environment, provide independent living services, and contribute to public safety; and

WHEREAS, Senior Corps volunteers build capacity of organizations and communities by serving through more than 65,000 nonprofit, community, educational, and faith-based community groups nationwide; and

WHEREAS, at a time of mounting social needs and growing interest in service by older Americans, there is an unprecedented opportunity to harness the talents of 55-plus volunteers to address community challenges; and

WHEREAS, service by older Americans helps volunteers by keeping them active, healthy, and engaged; helps our communities by solving local problems, and helps our nation by saving taxpayer dollars, reducing healthcare costs, and strengthening our democracy; and

WHEREAS, the seventh annual Senior Corps Week is May 16-20, 2016, and is an opportunity to thank Senior Corps volunteers for their service and recognize their positive impact and value to our communities and nation;

NOW, THEREFORE, IT IS PROCLAIMED that the City of Washington Terrace, City, Utah, designates May 16-20, 2016, as Senior Corps Week and urges citizens to recognize Senior Corps and volunteers for their valued benefits to our community.

DATED THIS _____ DAY OF _____, 2016.

Mayor: _____

Attest: _____

City Council Staff Report

Author: Aaron Solomon
Subject: Weber County RAMP Funding
Victory Park Restrooms
Date: April 27th, 2016
Type of Item: Motion/Resolution



Summary Recommendations: Motion to approve the interlocal agreement of the Weber County RAMP Grant Funding for the new Victory Park restrooms.

Description:

- A. Topic:** Weber County RAMP Grant Funding approval for the project of the new Victory Park restrooms.
- B. Background:** Washington Terrace City was granted \$77,795 in RAMP Grant funds for the construction of the Victory Park restrooms. The City is asking for an approval on the interlocal agreement with Weber County R.A.M.P to receive the granted funds for the new bathrooms of Victory Park.
- C. Analysis:** The RAMP funds will help improve the City's parks and recreational facilities.
- D. Department Review:** Aaron Solomon, Steve Harris, Amy Rodriguez and Tom Hanson have been involved with the applications and review of the Weber County RAMP funds and recommends approval.

Alternatives:

- A. Approve the Request:** Approval of the requests will allow the City to continue with the improvements and production of the Cities recreational facilities and programs.
- B. Deny the Request:** Council can deny the request.
- C. Continue the Item:** Continuation of the item will postpone the progress of the new additions to the facilities.

City of Washington Terrace
County of Weber, State of Utah

RESOLUTION NO. 16-06

**A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE CITY OF WASHINGTON TERRACE (“CITY”) AND WEBER
COUNTY RELATING TO RECREATION, ARTS, MUSEUM, AND PARKS (“RAMP”)
FUNDING**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code Annotated 1953 as amended, permits local governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt a resolution approving interlocal agreements before such agreements may become effective; and

WHEREAS, The County has imposed a local sales and use tax, pursuant to Utah Code Ann. 59-12-701,rt.seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax; and

WHEREAS, the City has applied for and is qualified to receive a portion of the Funds pursuant to state statute, county ordinance, and RAMP policies; and

WHEREAS, the City agrees to utilize RAMP funds granted by the County in accordance with the state statutes, county ordinances and RAMP policies;

NOW THEREFORE, the City Council of Washington Terrace hereby resolves to enter into the *attached Interlocal Cooperative Agreement* with Weber County relating to Recreation, Arts, Museum, and Parks (“RAMP”) funding for the purposes authorized therein; the Interlocal Agreement is hereby approved and incorporated by this reference. The City Council authorizes and directs the Mayor to execute in Interlocal Agreement for and on behalf of the City of Washington Terrace

PASSED AND ADOPTED by the City Council of Washington Terrace this ____ day of _____ 2016.

DATED this ____ day of _____ 2016.

CITY OF WASHINGTON TERRACE

Mark C. Allen, Mayor

ATTEST:

Amy Rodriguez , City Recorder

Roll Call Vote

Council Member Blair Brown ___
Council Member Robert Jensen ___
Council Member Scott Barker ___
Council Member Scott Monsen ___
Council Member Val Shupe ___

**AN INTERLOCAL COOPERATION AGREEMENT BETWEEN
WEBER COUNTY AND WASHINGTON TERRACE CITY, FOR
RECREATION, ARTS, MUSEUM AND PARKS ("RAMP") FUNDING**

THIS AGREEMENT is entered into and made effective the 22 day of March, 2016, by and between WEBER COUNTY, a body corporate and politic of the State of Utah, hereinafter referred to as the "COUNTY," and WASHINGTON TERRACE CITY, a Utah Municipal Corporation, located at 5249 S. 400 E., Washington Terrace, UT 84405, (referred to herein as "Recipient"), with both being referred to as "Parties.

RECITALS

WHEREAS, the COUNTY has imposed a local sales and use tax, pursuant to Utah Code Ann. § 59-12-701, et. seq., and has enacted an ordinance and policies governing distribution of the revenues collected by this tax, hereinafter referred to as "RAMP Tax" Title 24 Chapter 7, Weber County Ordinances, 2004; and

WHEREAS, RECIPIENT has applied for and is qualified to receive a portion of the Funds pursuant to state statute, county ordinance, and RAMP policies; and

WHEREAS, RECIPIENT hereby agrees to utilize RAMP funds granted to RECIPIENT by COUNTY in accordance with the state statutes, county ordinances and RAMP policies;

NOW THEREFORE, in consideration of the mutual promises, covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

**SECTION ONE
SCOPE OF AGREEMENT**

- 1.1** In exchange for receipt of RAMP Funds (hereinafter "Funds"), RECIPIENT agrees to the following uses and limitations of uses for the Funds:
- A. Funds shall be expended within Weber County for the project(s) and program(s) of RECIPIENT as specified in the RECIPIENT'S application for RAMP funds and pursuant to Utah Code Ann. § 59-12-701, et. seq., Title 24 Chapter 7 Weber County Code of Ordinances and those policies, applications and standards as established by Weber County and the RAMP Board to administer the distribution of RAMP funds.
 - B. Funds may not be expended for non-qualifying expenditures as specified in state law and County ordinance.
 - C. RECIPIENT agrees to submit Actual Use/Evaluation reports detailing how the RAMP Funds were expended. The final report or progress report will be due December 1, 2016, or within 30 days of the project completion, whichever occurs sooner. The final report will be a

comprehensive report of all expenditures of RAMP funds. If the project which is the subject of this funding agreement cannot be completed prior to June 30, 2017, RECIPIENT shall request an extension in writing to the Chair of the County Commission with a copy to the Chair of the RAMP Committee specifying the reasons for the delay and requesting an extension to this Agreement. After consulting with the Chair of the RAMP Committee, the County Commission shall either approve an extension to this Agreement or request that the funds be returned to the County in accordance with Section 2.2. Actual Use/Evaluation reports will be submitted every six months during any approved extension period.

- D. RECIPIENT agrees to acknowledge RAMP in writing, orally and by using the official RAMP logo on written material. RECIPIENT will also use other acknowledgments including posting a County approved RAMP sign at RAMP project locations.
- E. RECIPIENT shall provide COUNTY with all copies of programs or other printed material acknowledging the COUNTY and the RAMP funding of the program.
- F. RECIPIENT agrees to provide COUNTY with press releases and other public relations material designed to promote the RECIPIENT'S programs and projects and crediting the RAMP Funding program.
- G. It is understood and agreed that no Funds or proceeds from Funds will be made available to any public officer or employee in violation of the Public Employees Ethics Act, Utah Code Ann. § 67-16-1, et. seq.
- H. RECIPIENT agrees to comply with the applicable provisions of the Utah Open and Public Meeting statute UCA § 52-4-1 et. seq., whenever discussing RAMP funding.

SECTION TWO USE OF FUNDS

- 2.1** All expenditures of RAMP Funds must be for projects or items set out in the RECIPIENT'S application form(s) attached as Exhibit 1. If the full amount requested in the application form(s) was not granted by the COUNTY, the partial expenditures for items listed on the application form(s) must comply with any RAMP Board modifications outlined in Exhibit 1. At any time that it is discovered by COUNTY that Funds were used by the RECIPIENT for purposes other than those agreed upon within this Agreement, COUNTY will require a return of the entire amount of Funds disbursed to RECIPIENT under this Agreement. COUNTY may also terminate this Agreement and shall be entitled to all rights, claims, and/or causes of action available to COUNTY. Further,

COUNTY may disqualify the RECIPIENT from receiving any Funds from this tax revenue in the future as a result of RECIPIENT'S misuse of prior funds received.

- 2.2 If RECIPIENT determines for any reason not to use the RAMP funds specified in its funding application and as approved in this Agreement, during the contract period, RECIPIENT agrees to return such funds to Weber County, including any interest received thereon so that the funds may be reallocated to other projects/events. RECIPIENT shall return such funds (including interest) within fourteen (14) days of RECIPIENT'S determination to not move forward with the approved project/function.
- 2.3 If RECIPIENT fails to use its RAMP fund award in compliance with this Agreement within the contract period, RECIPIENT agrees to return such funds to Weber County, including any interest received thereon so that the funds may be reallocated to other projects/events. RECIPIENT shall return such funds (including interest) within fourteen (14) days of end of the contract period unless an extension has been granted as specified herein.

**SECTION THREE
CONSIDERATION**

- 3.1 Payment of Funds to RECIPIENT and the amounts thereof have been determined, and will be paid, as set forth in Title 24 Chapter 7 of the Weber County Ordinances and according to the policies and procedures established by the RAMP Board. RECIPIENT has been approved for RAMP Funds as follows:

Victory Park Restroom \$77,795

**SECTION FOUR
EFFECTIVE DATE AND TERM**

- 4.1 This Agreement shall be for a term of thirteen months and shall not be renewable except as specified in Section 1.1C. It is understood that the Funds received by RECIPIENT under this Agreement will be expended and accounted for within one year of the date this Agreement is executed by Weber County.

**SECTION FIVE
RECORDS AND AUDIT**

- 5.1 RECIPIENT agrees to maintain detailed and accurate records of the use of all funds that it receives under this Agreement. RECIPIENT further agrees to retain said records and make them available for review by the COUNTY during regular business hours upon the COUNTY'S request. Said records shall be maintained by RECIPIENT for a period of five (5) years from the date of their creation. All records shall be maintained in a manner and form approved by

the WEBER County Auditor's Office. The parties hereby stipulate that ownership of all records that are the subject of this paragraph shall rest with RECIPIENT. However, to the extent that such records are deemed by competent legal authority to be records of the COUNTY, COUNTY agrees that its disclosure of said records shall be governed according to the COUNTY'S rights and responsibilities under the Utah Government Records Access and Management Act. UCA 63-2-101 et. Seq., 1953 as amended. If said records disclose that RECIPIENT is in violation of this Agreement, the COUNTY may make such use and disclosure of said records as it deems appropriate to protect its rights under this Agreement and to protect the public's interest in the proper expenditure of public funds.

- 5.2** It is the intent of the COUNTY to complete audits of the use of all RAMP funds by RECIPIENT and RECIPIENT agrees to cooperate in that audit and account for the use of funds granted RECIPIENT under this Agreement. RECIPIENT shall work with the COUNTY to complete audits on a semi-annual and annual basis.

**SECTION SIX
ASSIGNMENT AND TRANSFER OF FUNDS**

- 6.1** It is understood and agreed that RECIPIENT shall not assign or transfer its rights, interests or claims under this Agreement. The funds provided under this Agreement shall be used exclusively and solely by RECIPIENT for the purposes set forth in this Agreement.

**SECTION SEVEN
INDEPENDENT AGENCY**

- 7.1** It is understood and agreed that RECIPIENT'S status in relation to COUNTY is that of an independent agent; and the RECIPIENT'S acts, made through any of RECIPIENT'S officers, agents or employees are made without any suggestion, direction, or management whatsoever by the COUNTY, the COUNTY'S Representatives, or any other of COUNTY'S officers, agents or employees. The Parties agree that the funds provided RECIPIENT under this Agreement do not give COUNTY any authority whatsoever over the manner and method by which RECIPIENT carries out its purposes. However, to the extent that any actions taken by RECIPIENT violate the understanding between the Parties, as expressed in RECIPIENT'S application for funds and in this Agreement, COUNTY shall have the rights provided it under this Agreement to withdraw funding and demand reimbursement of funds previously expended by RECIPIENT.

SECTION EIGHT INDEMNIFICATION

- 8.1** RECIPIENT agrees to indemnify, defend and hold harmless the COUNTY, its officers, agents and employees, from and against any and all claims, damages, losses and expenses, including attorney's fees and legal costs, arising out of any and all of RECIPIENT'S officers', agents', or employees' negligent or wrongful acts or failures to act which occur at any time relating to projects undertaken or funds expended pursuant to this Agreement.
- 8.2** COUNTY agrees to indemnify, defend and save harmless the RECIPIENT, its officers, agents and employees from and against any and all claims, damages, losses and expenses, including attorney's fees and costs, arising out of the negligent or wrongful acts or failure to act by COUNTY, its officers, agents, or employees during COUNTY'S performance under this Agreement.
- 8.3** COUNTY, as a political subdivision of the State of Utah, and as a government entity as defined in the "Utah Governmental Immunity Act," Title 63, Chapter 30d, U.C.A., 1953 as amended, does not, by the provisions of this paragraph nor any other part of this Agreement, waive any of its rights and responsibilities as set forth in said Utah Governmental Immunity Act including damage caps and all other applicable law.

SECTION NINE INSURANCE

- 9.1** RECIPIENT will purchase and maintain, during the life of this Agreement, insurance coverage that will satisfactorily insure RECIPIENT and COUNTY against claims and liabilities that could arise because of the execution of this Agreement. The insurance coverages required are as follows:
- A. **General Liability.** Comprehensive general liability insurance protecting RECIPIENT and the COUNTY against any and all liability claims that may arise against either of the Parties during the Parties' relationship engendered by the grant of funds under this Agreement. Such period of time shall be the term of this Agreement, or if the funds provided to RECIPIENT under this Agreement have not been fully expended during that time, the period of time for which comprehensive general liability insurance shall be in force to protect the Parties shall be extended until such time as all said funds have been expended. Coverage to be provided under this paragraph shall be for all claims made arising out of either Party's actions during the period of time described herein; regardless of whether the claim is asserted against either Party during said time period. The limits of bodily injury and property damage coverage for said policy or policies of insurance shall be not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per person, ONE MILLION DOLLARS (\$1,000,000) per occurrence, for bodily injury; and ONE HUNDRED THOUSAND DOLLARS (\$100,000) per occurrence for

property damage. COUNTY shall be specifically named as an insured Party on such policy or policies.

- B. **Workers' Compensation.** Workers' compensation insurance covering RECIPIENT for any and all claims that may arise against RECIPIENT under the workers' compensation laws of the State of Utah.
- C. **Proof of Insurance.** RECIPIENT shall provide proof of all insurances to the COUNTY Representative prior to the execution of this Agreement.

SECTION TEN MISCELLANEOUS

- 10.1 **Additional Documents.** The following documents shall be submitted by RECIPIENT to the COUNTY prior to any funds being disbursed to RECIPIENT by the COUNTY, and are incorporated into this Agreement by reference, being made part hereof as exhibits:
 - A. RECIPIENT'S Application Form with attachments and modifications approved by the RAMP Board -(Exhibit 1)
 - B. Certificate of Insurance as specified in Section Ten unless otherwise waived.
- 10.2 **Amendments.** This agreement may be amended in whole or in part at any time by the Parties by a written amendment approved and signed by all Parties in the manner provided by law.
- 10.3 **Authorization.** The individuals signing this agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this agreement on behalf of the Parties.
- 10.4 **Captions and Headings.** The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this Agreement.
- 10.5 **Compliance with Laws.** During the time the RECIPIENT is expending the funds provided by this Agreement, RECIPIENT, its officers, agents and employees agree to comply with all laws, federal, state or local, which apply to its operations; including, but not limited to, laws requiring access to persons with disabilities and non-discrimination against protected groups in admission, hiring and operation.
- 10.6 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.

- 10.7** **County Representative.** COUNTY hereby appoints Holin Wilbanks, or her designee, as the COUNTY Representative to assist in the administration of this Agreement and the Funding provided by this Agreement. Said Representative shall ensure performance of this Agreement by RECIPIENT and assist RECIPIENT in obtaining information and access to COUNTY or other government offices, if necessary, for RECIPIENT'S performance of this Agreement. Additionally, said Representative shall monitor and evaluate the performance of this Agreement by RECIPIENT, but shall not assume any supervisory or management role over RECIPIENT or any of RECIPIENT'S officers, agents or employees or in the RECIPIENT'S expenditure of funds provided by this Agreement, other than to enforce COUNTY'S rights and responsibilities under this Agreement.
- 10.8** **Documents on File.** Executed copies of this Interlocal Agreement shall be placed on file in the office of the Keeper of the Records of each of the Participants and shall remain on file for public inspection during the term of this Interlocal Agreement.
- 10.9** **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promises or inducements made by either party or agents for either party that are not contained in this written agreement shall be binding or valid and this Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties.
- 10.10** **Governing Laws.** It is understood and agreed by the Parties hereto, that this Agreement shall be governed by the laws of the State of Utah and Weber County, both as to interpretation and performance.
- 10.11** **Interpretation.** The entire agreement among the Parties shall consist of this Agreement and the documents set forth herein. All documents are complementary, and that which is called for by one of them shall be as binding as if called for by all. In the event of an inconsistency between any of the provisions of said documents, the inconsistency shall be resolved by giving precedence first to this Agreement, and then to the other documents. Further, this Agreement shall be interpreted to be consistent with Title 59, Chapter 12, Part 7, U.C.A., 1953, as amended; and Title 24 Chapter 7, Weber County Ordinances, as amended.
- 10.12** **No Officer or Employee Interest.** It is understood and agreed that no officer or employee of the COUNTY has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof. No officer, employee or board member of RECIPIENT or any member of their families shall serve on a COUNTY board or committee that authorizes funding or payments to RECIPIENT unless the position held is clearly disclosed to the committee or board and the person does not participate in the deliberation or the funding decision.

10.13 **Review by Authorized Attorney.** In accordance with the provisions of Section 11-1 3-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take affect.

10.14 **Termination.** The COUNTY may terminate this Agreement in whole or in part due to the failure of the RECIPIENT to fulfill its contract obligations. Unless otherwise stated in this Agreement, the COUNTY shall terminate by the COUNTY delivering to the RECIPIENT a Notice of Termination specifying the nature, extent and effective date of the termination. Upon receipt of the notice, the RECIPIENT shall immediately deliver to the COUNTY all unused funds previously paid to RECIPIENT under this Agreement. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

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

- A. it is a public agency or public entity within the meaning of the Interlocal Act; and
- B. it is duly authorized to execute and deliver this Interlocal Agreement; and
- C. there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this Interlocal Agreement, or b) otherwise materially adversely effect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year recited above.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Kerry W. Gibson, Chair

Commissioner Bell voted _____
Commissioner Ebert voted _____
Commissioner Gibson voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

RECIPIENT

By: _____

Title: _____

ATTEST:


City Manager



RAMP GRANT APPLICATION 2016

Please Check the Appropriate Type of Grant, Category, and Classification for This Request

See Filing Deadlines on the Back of This Application

TYPE OF GRANT

Major
(\$200,000 and up)

Regular
(\$2,001 to \$199,999)

GRANT CATEGORY AND CLASSIFICATION

Parks & Recreation	Arts & Museums
<input checked="" type="checkbox"/> Recreational Facility	<input type="checkbox"/> Cultural Facility
	<input type="checkbox"/> Cultural Organization

ORGANIZATION INFORMATION

Name of Government Entity or Nonprofit Organization

Washington Terrace City

Address	City	State	Zip Code
5249 S. 400 E.	WTC	UT	84405

Contact Person	Title or Position
Aaron Solomon	Parks & Recreation Director

Phone No.	Fax No.	Email Address
801-395-8293	801-393-1921	aarons@washingtonterracecity.org

Alternate Contact Person	Title or Position
Tom Hanson	City Manager

Phone No.	Fax No.	Email Address
801-395-8282	801-393-1921	tom@washingtonterracecity.org

Has This Organization Been Registered in Weber County for Three Years or More? Yes No

If you answered 'no' to this question, you are not eligible to apply.

Date of Incorporation: Dec, 12th, 1958 Federal Tax ID Number: 87-6113226

Please indicate your organization's status. Nonprofit Government Agency Educational Affiliate

If A Government Agency Applying Under Arts & Museums, Do You Have A Separate Cultural Council? Yes No

PROJECT NAME: Victory Park Restroom Priority of This Project: (If you have multiple requests)

Funds Requested From RAMP: \$ 77,795.00 Total Cost of Project: \$ 155,590.00

You must attach a detailed budget for your project, including competitive bids / and/or cost comparisons or your grant may be declared ineligible.

Would You Accept Partial Funding? Yes No If An Event, What Is the Date: _____

Location of Project: Victory Park, 275 E, 4400 S, WTC

Brief Summary of This Project: (Do not exceed the space in this box)

*See next page.

Please Provide the Organization's Official Mission Statement: (Must Comply with RAMP's Primary Purpose)
To provide the City of Washington Terrace with essential and innovative services in a timely and cost efficient manner.

Describe How Many People Will Be Affected By This Project and How:

Victory Park is one of the most frequented parks in the City and has visitors year-round, especially in the summer when mothers and children can be found in the park from early morning through the evening. The Park is also right off a main exit from Washington Boulevard and is frequented by many other citizens of the Weber County Community. There is a pressing need to upgrade the facilities at Victory Park to allow more usage and provide convenience. The proposed bathroom would fill that need. Improvements would also make it possible to schedule park reservations to facilitate family get-togethers and neighborhood socializing.

Explain What Funding Resources Your Organization Has:

Taxes & User Fees.

Tell How You Plan To Show RAMP Sponsorship and or Signage For This Project:

The City of Washington Terrace will provide a large permanent R.A.M.P recognition sign posted at the park. The City will also recognize R.A.M.P in the City Newsletter, Website and Facebook page. The City will also celebrate the opening of the upgrades to the park with a ribbon cutting and R.A.M.P cookies.

RAMP applications will not be accepted after the filing deadline and any application that has not met the filing requirements will not be considered. Please make sure you have completed the following before submitting your application: (Check the box to the left of each line to make sure you have complied with each step)

- Read the information sheet for completing a RAMP application
- File timely (**Deadline for filing Major & Regular Grants – January 15, 2016. EZ Grants – April 15, 2016**)
- Complete all areas of the application
- Attach proof of nonprofit status
- Provide your organization's mission statement
- Attach detailed budget for entire project and an explanation of how the RAMP funds will be used (This would include any matching funds and/or letters of support)
- Attach competitive bids and/or cost comparisons – not applicable for EZ Grants**
- Sign and date the application
- Remove the information sheet and charts
- Submit fifteen (15) copies of the application and supporting documents

I hereby acknowledge that I have read the information sheet attached to this application and that all documents submitted to the RAMP Tax Committee for this application are true and correct to the best of my knowledge. I furthermore acknowledge that I have the authority to bind this organization to the project.


Signature

Parks & Recreation Director
Title

01/11/2016
Date

FILING DEADLINE FOR MAJOR GRANTS: January 15, 2016 5:00 pm

FILING DEADLINE FOR REGULAR GRANTS: January 15, 2016 5:00 pm

FILING DEADLINE FOR EZ GRANTS: April 15, 2016 5:00 pm

Completed applications should be filed in the Weber County Commission Office by the date & time listed above.

RAMP Tax Advisory Board
Weber County Commission
2380 Washington Blvd., Suite 360
Ogden, Utah 84401

For more information contact:
Shelly Halacy 801 399-8406 shalacy@co.weber.ut.us
Holin Wilbanks 801 399-8419 hwilbanks@co.weber.ut.us

Victory Park Restroom RAMP Project Description

City of Washington Terrace

Victory Park is in need of a restroom; RAMP can help bring this project to fruition by joining with Washington Terrace City in a 50/50 matching grant for the construction of this much needed restroom facility.

Victory Park is located on the site of the former Washington Terrace City Hall at 300 East and 4400 South in Washington Terrace. Victory Park is adjacent to a UTA bus stop and is in close proximity to one of the main exits from Washington Boulevard at 4300 South; as such it is popular with many citizens who call Weber County community home. It includes 1½ acres of flat and gently sloping grass, mature Silver Maple trees lining 300 East and 4400 South, the park has several deciduous and evergreen shade trees, a convenient parking lot, a 100 x 48 foot soft-fall playground, picnic tables, a new pavilion and easy access for residents living in the older part of town...but no restroom.

Victory Park is one of the most frequently used parks in the City, drawing visitors from Ogden, South Ogden, Riverdale and Washington Terrace. Because of easy access, a fun play area and the safe proximity to the local neighborhood, the park has visitors year-round—especially in the summer months when a wonderfully varied crowd from mothers with young children to seniors out for an energetic (or not so energetic) stroll can be found in the park from early morning through evening hours.

Upgrading the facilities at Victory Park to include the restroom will allow for more park usage and provide convenience to those visiting the park. Unfortunately, some likely visitors have avoided using the park because of the lack of restroom facilities. The proposed bathroom project will fill this basic need and allow for a more diverse population to use the park. The restroom project will also make it possible for patrons to reserve the park and newly constructed pavilion for various functions and gatherings. Without the construction of the restroom, the park will continue to be limited in basic services and thus restrict park use for small events and daily users.

The proposed restroom project will be a long lasting, durable cinderblock facility and an asset to the residents of Weber County and the community for years to come. The restroom will be located near the playground with ADA access from the playground, the parking lot, and the bowery. The 15' x 20' structure will include men's and women's bathrooms with vandal resistant commodes, urinal, sinks, mirrors, and infant changing tables—all ADA compliant. A drinking fountain/hose bib would be located at the front of the building and a plumbing chase/cleaning supply/restocking area between the two bathrooms would be accessible from the back of the building. The proposed Victory Park upgrades have been envisioned since its inception. The northern part of Washington Terrace includes mostly smaller homes converted from World War II barracks and houses many of our low to moderate income residents who will benefit greatly from this project.

Thank you for your careful consideration of the Victory Park Restroom project.

Victory Park



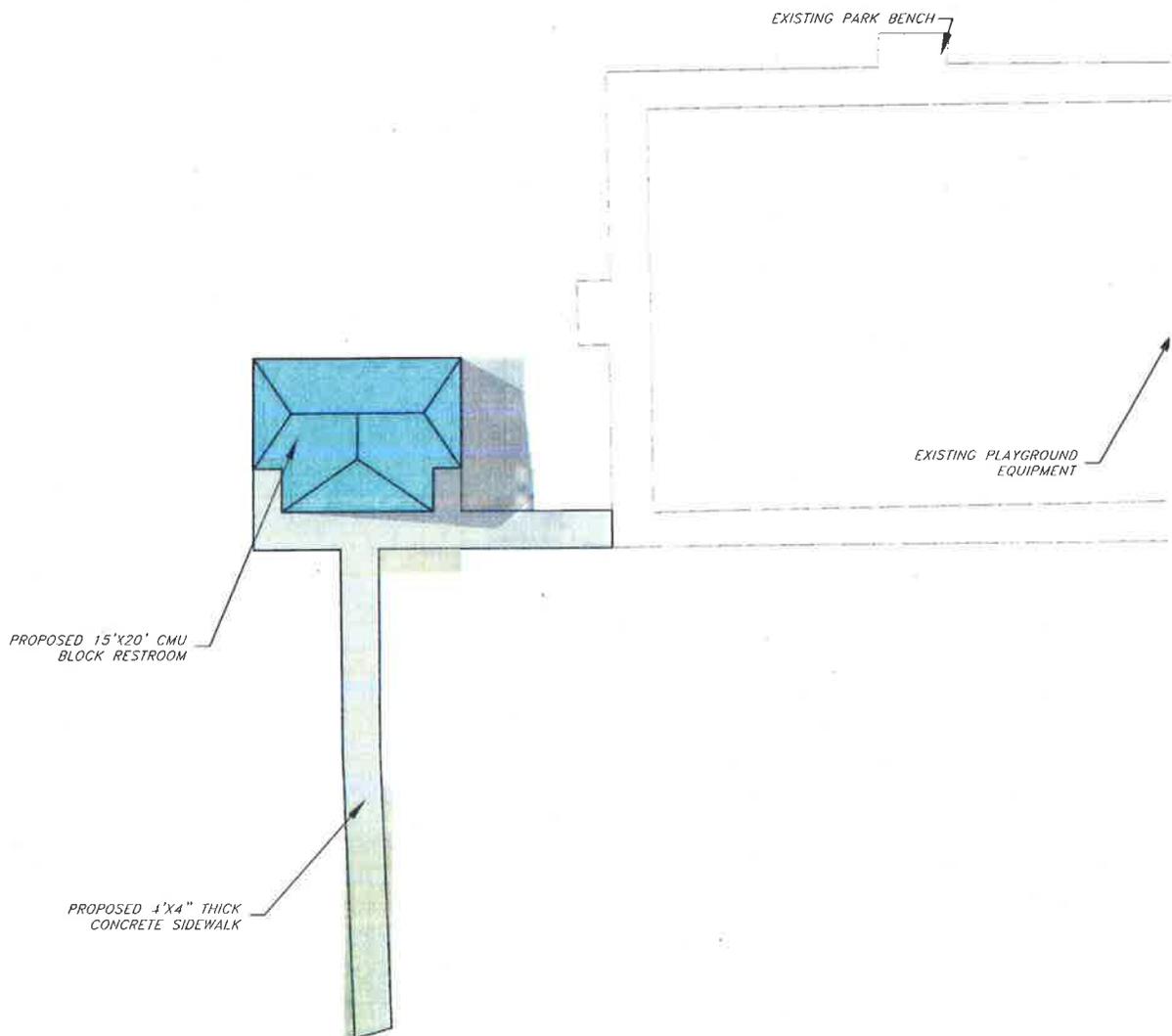
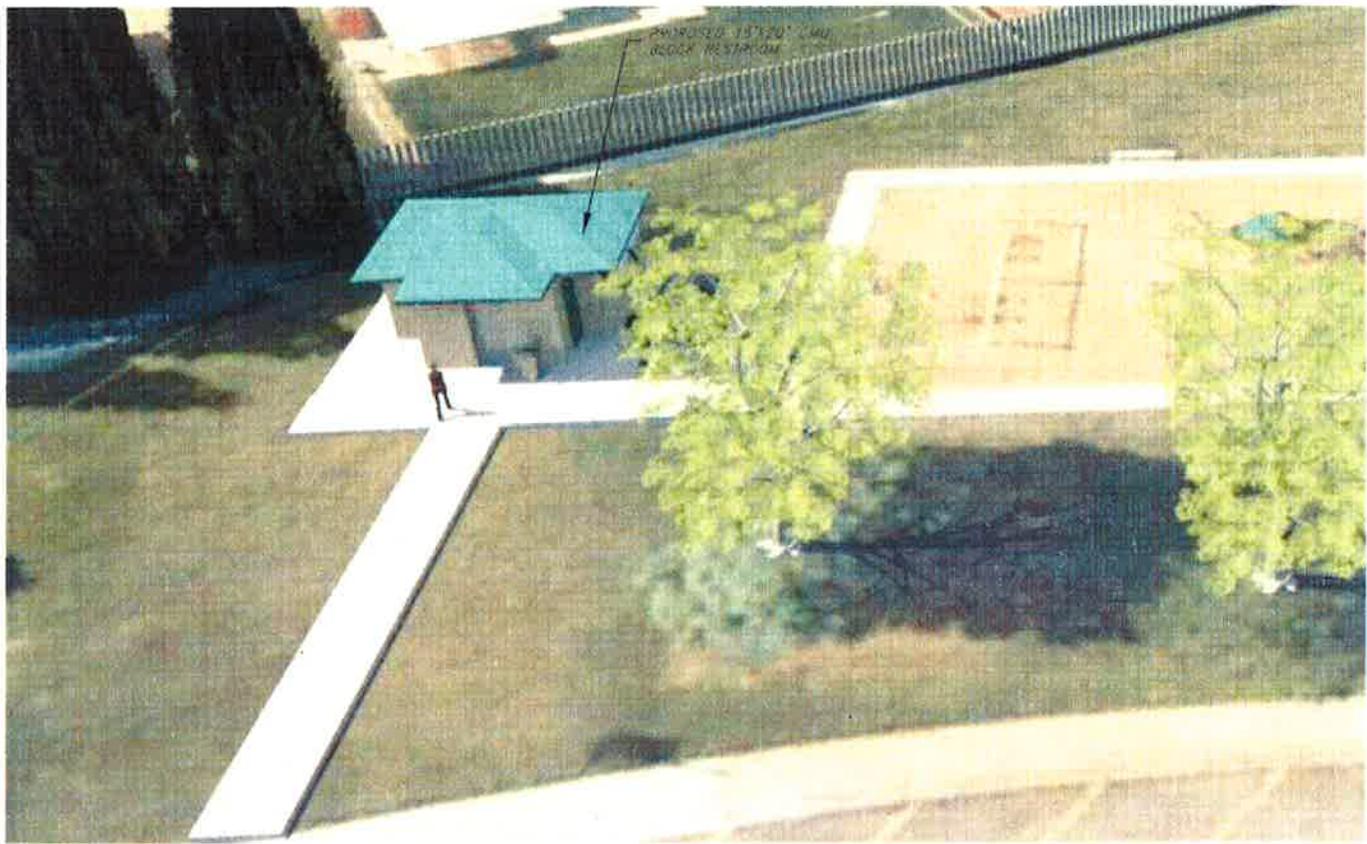


SHEET: C-1 OF 3 SHEETS	SCALE:
	24'x36' OVERALL 1"=10'
	11'x17' OVERALL 1"=20'

NOT FOR CONSTRUCTION	DATE	DESCRIPTION

WASHINGTON TERRACE CITY CORPORATION
VICTORY PARK RESTROOM PROJECT
PROPOSED SITE PLAN

	CONSULTING ENGINEERS
	1716 East 5600 South South Ogden, Utah 84403 ph - (801) 476-9767 fx - (801) 476-9765



BID OPENING

DATE: January 12, 2016
 TIME: 2:00 pm
 PLACE: Washington Terrace City Hall

SUMMARY OF PROPOSALS RECEIVED

Client: Washington Terrace City Corporation
 Project: Victory Park Restroom Project



ITEM	DESCRIPTION	QTY	UNIT	ENGINEER'S ESTIMATE		~ 1 ~ KEVIN NELSON CONSTRUCTION		~ 2 ~ KIER CONSTRUCTION		~ 3 ~ E.K. BAILEY CONSTRUCTION	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Mobilization.	1	ls	\$4,000.00	\$4,000.00	\$7,680.00	\$7,680.00	\$17,489.00	\$17,489.00	\$4,900.00	\$4,900.00
2	Construct 25' x 19' restroom facility including electrical connection, water service connection, sewer service connection, import fill under slab and footings, landscape restoration, conduits under sidewalks for sprinklers and all appurtenances in accordance with the drawings and specifications.	1	ls	\$127,000.00	\$127,000.00	\$105,000.00	\$105,000.00	\$103,499.00	\$103,499.00	\$131,916.94	\$131,916.94
3	Furnish and install 6" SDR-35 P.V.C. Sanitary Sewer Pipe.	305	lf	\$28.00	\$8,540.00	\$32.40	\$9,882.00	\$32.73	\$9,982.65	\$12.09	\$3,687.45
4	Connect new 6" P.V.C. sewer line to exist. 8" sewer pipe, remove plugged line as directed.	1	ea	\$500.00	\$500.00	\$550.00	\$550.00	\$425.00	\$425.00	\$95.00	\$95.00
5	Furnish & install city standard sewer cleanout complete.	3	ea	\$450.00	\$1,350.00	\$225.00	\$675.00	\$643.67	\$1,931.01	\$623.14	\$1,869.42
6	Furnish and install 2" 200 psi c.t.s. polyethylene water service including bends, tees, crosses, reducers, plugs, and any other necessary fittings.	300	lf	\$18.00	\$5,400.00	\$24.75	\$7,425.00	\$18.55	\$5,565.00	\$9.84	\$2,952.00
7	Connect new 2" line to new 3/4" meter including any necessary tees, bends, reducers, and fittings.	1	ea	\$500.00	\$500.00	\$700.00	\$700.00	\$464.00	\$464.00	\$160.00	\$160.00
8	Furnish and install city standard 3/4" water meter assembly including box and lid.	1	ea	\$900.00	\$900.00	\$925.00	\$925.00	\$649.00	\$649.00	\$697.24	\$697.24
9	Furnish and install 6" x 3/4" saddle and corporation stop.	1	ea	\$650.00	\$650.00	\$825.00	\$825.00	\$578.00	\$578.00	\$619.27	\$619.27
10	Remove and dispose of exist. concrete curb & gutter. Includes excavation to sub base and disposal of material when curb is moved.	10	lf	\$15.00	\$150.00	\$40.00	\$400.00	\$24.00	\$240.00	\$9.00	\$90.00
11	Remove and dispose of exist. concrete sidewalk. Includes excavation to sub base and disposal of material where flatwork is widened or moved.	150	sf	\$3.00	\$450.00	\$4.50	\$675.00	\$1.75	\$262.50	\$3.35	\$502.50
12	Construct new 30" standard concrete curb & gutter including subgrade preparation and 4" road base.	10	lf	\$30.00	\$300.00	\$32.50	\$325.00	\$41.50	\$415.00	\$26.00	\$260.00
13	Construct new 4" thick concrete sidewalk flat work including subgrade preparation and 4" road base.	900	sf	\$4.50	\$4,050.00	\$5.50	\$4,950.00	\$3.98	\$3,582.00	\$4.10	\$3,690.00
14	Asphalt patching (3" A.C./8" base).	185	sy	\$30.00	\$5,550.00	\$21.00	\$3,885.00	\$21.82	\$4,036.70	\$26.50	\$4,902.50
15	Remove sod & replace with new sod along excavation, restore irrigation sprinkler system and improvements.	3,600	sf	\$2.00	\$7,200.00	\$2.15	\$7,740.00	\$2.96	\$10,656.00	\$2.38	\$8,568.00
16	Saw cut existing concrete flatwork back to control joint (4" thick).	75	lf	\$2.50	\$187.50	\$4.00	\$300.00	\$3.81	\$285.75	\$4.00	\$300.00
17	Saw cut existing asphalt pavement (2" to 5" thick).	126	lf	\$2.50	\$315.00	\$3.00	\$378.00	\$1.63	\$205.38	\$4.00	\$504.00
18	Exploratory excavation.	8	hr	\$150.00	\$1,200.00	\$125.00	\$1,000.00	\$234.63	\$1,877.04	\$165.00	\$1,320.00
19	Bore service lateral under sidewalk.	10	lf	\$25.00	\$250.00	\$16.00	\$160.00	\$76.40	\$764.00	\$25.00	\$250.00
20	Pull new electrical service from pavilion thru existing underground electrical conduit and stub up to subpanel box w/in plumbing chase complete.	150	lf	\$10.00	\$1,500.00	\$9.50	\$1,425.00	\$1.71	\$256.50	\$7.57	\$1,135.50
21	Furnish & install 4" pvc sch 80 conduit for electrical power.	30	lf	\$14.00	\$420.00	\$23.00	\$690.00	\$17.63	\$528.90	\$12.80	\$384.00
TOTAL (Items 1-21)				\$170,412.50		\$155,590.00		\$163,692.43		\$168,803.82	

- 4 - WADMAN CORPORATION \$169,517.82
- 5 - ALLSTATE CONSTRUCTION \$181,531.86
- 6 - WASATCH WEST CONSTRUCTION \$193,616.06

Project Engineer Brett M. Jones

Date 1/12/2016

BIDDING SCHEDULE
WASHINGTON TERRACE CITY CORPORATION
VICTORY PARK RESTROOM PROJECT

Item	Description	Quantity	Unit Price	Amount
1	Mobilization.	1 l.s.	<u>7,768.00</u>	<u>7,768.00</u>
2	Construct 25' x 19' restroom facility including electrical connection, water service connection, sewer service connection, import fill under slab and footings, landscape restoration, conduits under sidewalks for sprinklers and all appurtenances in accordance with the drawings and specifications.	1 l.s.	<u>105,000.00</u>	<u>105,000.00</u>
3	Furnish and install 6" SDR-35 P.V.C. Sanitary Sewer Pipe.	305 lf	<u>32.40</u>	<u>9,882.00</u>
4	Connect new 6" P.V.C. sewer line to exist. 8" sewer pipe, remove plugged line as directed.	1 ea	<u>550.00</u>	<u>550.00</u>
5	Furnish & install city standard sewer cleanout complete.	3 ea	<u>225.00</u>	<u>675.00</u>
6	Furnish and install 2" 200 psi c.t.s. polyethylene water service including bends, tees, crosses, reducers, plugs, and any other necessary fittings.	300 lf	<u>24.75</u>	<u>7,425.00</u>
7	Connect new 2" line to new ¾" meter including any necessary tees, bends, reducers, and fittings.	1 ea	<u>700.00</u>	<u>700.00</u>
8	Furnish and install city standard ¾" water meter assembly including box and lid.	1 ea	<u>925.00</u>	<u>925.00</u>
9	Furnish and install 6" x ¾" saddle and corporation stop.	1 ea	<u>825.00</u>	<u>825.00</u>
10	Remove and dispose of exist. concrete curb & gutter. Includes excavation to sub base and disposal of material when curb is moved.	10 lf	<u>40.00</u>	<u>400.00</u>
11	Remove and dispose of exist. concrete sidewalk, Includes excavation to sub base and disposal of material where flatwork is widened or moved.	150 sf	<u>4.50</u>	<u>675.00</u>
12	Construct new 30" standard concrete curb & gutter including subgrade preparation and 4" road base.	10 lf	<u>32.50</u>	<u>325.00</u>

13	Construct new 4" thick concrete sidewalk flat work including subgrade preparation and 4" road base.	900	sf	<u>5.50</u>	<u>4950.00</u>
14	Asphalt patching (3" A.C./8" base).	185	sy	<u>21.00</u>	<u>3885.00</u>
15	Remove sod & replace with new sod along excavation, restore irrigation sprinkler system and improvements.	3,600	sf	<u>2.15</u>	<u>7,740.00</u>
16	Saw cut existing concrete flatwork back to control joint (4" thick).	75	lf	<u>4.00</u>	<u>300.00</u>
17	Saw cut existing asphalt pavement (2" to 5" thick).	126	lf	<u>3.00</u>	<u>378.00</u>
18	Exploratory excavation.	8	hrs	<u>125.00</u>	<u>1,000.00</u>
19	Bore service lateral under sidewalk.	10	lf	<u>16.00</u>	<u>160.00</u>
20	Pull new electrical service from pavilion thru- existing underground electrical conduit and stub up to subpanel box w/in plumbing chase complete.	150	lf	<u>9.50</u>	<u>1425.00</u>
21	Furnish & install 4" pvc sch 80 conduit for electrical power.	30	lf	<u>23.00</u>	<u>690.00</u>

Total (Bid Items 1- 21)

\$ 155,678.00

It is understood that the quantities stated are approximate only and are for the purpose of comparing bids and fixing the amount of bonds, and the payments will only be made on the basis of the above unit prices in the actual quantities, as determined by the Owner's Engineer in the completed work.

The undersigned have checked carefully all of the above figures and understand that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and award any and all schedules together or separately in the interest of the Owner. Alternate bid items shall not be considered in the award of the contract.

It is agreed that the bid may not be withdrawn over a period of thirty (30) days from the opening thereof.

Respectfully submitted:

KEVIN NELSON CONSTRUCTION, INC.
Contractor

249173-5501
Contractor's License #

By: Kevin Nelson

PRESIDENT
Title

4570 JEFF. AVE.
Business Address

SOUTH DODEN
City

UTAH
State

84403
Zip Code

BIDDING SCHEDULE
WASHINGTON TERRACE CITY CORPORATION
VICTORY PARK RESTROOM PROJECT

Item	Description	Quantity	Unit Price	Amount
1	Mobilization.	1 l.s.	<u>17,489</u>	<u>17,489</u>
2	Construct 25' x 19' restroom facility including electrical connection, water service connection, sewer service connection, import fill under slab and footings, landscape restoration, conduits under sidewalks for sprinklers and all appurtenances in accordance with the drawings and specifications.	1 l.s.	<u>103,499</u>	<u>103,499</u>
3	Furnish and install 6" SDR-35 P.V.C. Sanitary Sewer Pipe.	305 lf	<u>32.73</u>	<u>9,983</u>
4	Connect new 6" P.V.C. sewer line to exist. 8" sewer pipe, remove plugged line as directed.	1 ea	<u>425</u>	<u>425</u>
5	Furnish & install city standard sewer cleanout complete.	3 ea	<u>643.67</u>	<u>1,931</u>
6	Furnish and install 2" 200 psi c.t.s. polyethylene water service including bends, tees, crosses, reducers, plugs, and any other necessary fittings.	300 lf	<u>18.55</u>	<u>5,564</u>
7	Connect new 2" line to new 3/4" meter including any necessary tees, bends, reducers, and fittings.	1 ea	<u>464</u>	<u>464</u>
8	Furnish and install city standard 3/4" water meter assembly including box and lid.	1 ea	<u>649</u>	<u>649</u>
9	Furnish and install 6" x 3/4" saddle and corporation stop.	1 ea	<u>578</u>	<u>578</u>
10	Remove and dispose of exist. concrete curb & gutter. Includes excavation to sub base and disposal of material when curb is moved.	10 lf	<u>24</u>	<u>240</u>
11	Remove and dispose of exist. concrete sidewalk, Includes excavation to sub base and disposal of material where flatwork is widened or moved.	150 sf	<u>1.75</u>	<u>262</u>
12	Construct new 30" standard concrete curb & gutter including subgrade preparation and 4" road base.	10 lf	<u>41.50</u>	<u>415</u>

13	Construct new 4" thick concrete sidewalk flat work including subgrade preparation and 4" road base.	900	sf	<u>3.98</u>	<u>3,584</u>
14	Asphalt patching (3" A.C./8" base).	185	sy	<u>21.82</u>	<u>41,037</u>
15	Remove sod & replace with new sod along excavation, restore irrigation sprinkler system and improvements.	3,600	sf	<u>2.96</u>	<u>10,641</u>
16	Saw cut existing concrete flatwork back to control joint (4" thick).	75	lf	<u>3.81</u>	<u>286</u>
17	Saw cut existing asphalt pavement (2" to 5" thick).	126	lf	<u>1.63</u>	<u>206</u>
18	Exploratory excavation.	8	hrs	<u>234.63</u>	<u>1,877</u>
19	Bore service lateral under sidewalk.	10	lf	<u>76.40</u>	<u>764</u>
20	Pull new electrical service from pavilion thru- existing underground electrical conduit and stub up to subpanel box w/in plumbing chase complete.	150	lf	<u>1.71</u>	<u>257</u>
21	Furnish & install 4" pvc sch 80 conduit for electrical power.	30	lf	<u>17.63</u>	<u>529</u>
Total (Bid Items 1- 21)					\$ <u>163,680.00</u>

It is understood that the quantities stated are approximate only and are for the purpose of comparing bids and fixing the amount of bonds, and the payments will only be made on the basis of the above unit prices in the actual quantities, as determined by the Owner's Engineer in the completed work.

The undersigned have checked carefully all of the above figures and understand that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and award any and all schedules together or separately in the interest of the Owner. Alternate bid items shall not be considered in the award of the contract.

It is agreed that the bid may not be withdrawn over a period of thirty (30) days from the opening thereof.

Respectfully submitted:

Kier Construction Corp
Contractor

246947-5501
Contractor's License #

By: Scott J. Kier
Scott J. Kier

Vice President
Title

3710 Quincy Ave
Business Address

Ogden
City

UT
State

84403
Zip Code

13	Construct new 4" thick concrete sidewalk flat work including subgrade preparation and 4" road base.	900	SF	\$ 5.06	\$ 4,554.00
14	Asphalt patching (3" A.C./8" base).	185	SY	\$ 29.15	\$ 5,392.75
15	Remove sod & replace with new sod along excavation, restore irrigation sprinkler system and improvements.	3600	SF	\$ 1.93	\$ 6,930.00
16	Saw cut existing concrete flatwork back to control joint (4" thick).	75	LF	\$ 4.40	\$ 330.00
17	Saw cut existing asphalt pavement (2" to 5" thick).	126	LF	\$ 1.65	\$ 207.90
18	Exploratory excavation.	8	HRS	\$ 176.00	\$ 1,408.00
19	Bore service lateral under sidewalk.	10	LF	\$ 66.00	\$ 660.00
20	Pull new electrical service from pavilion thru- existing underground electrical conduit and stub up to subpanel box w/in plumbing chase complete.	150	LF	\$ 2.20	\$ 330.00
21	Furnish & install 4" pvc sch 80 conduit for electrical power.	30	LF	\$ 22.00	\$ 660.00
					\$169,499

It is understood that the quantities stated are approximate only and are for the purpose of comparing bids and fixing the amount of bonds, and the payments will only be made on the basis of the above unit prices in the actual quantities, as determined by the Owner's Engineer in the completed work.

The undersigned have checked carefully all of the above figures and understand that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and award any and all schedules together or separately in the interest of the Owner. Alternate bid items shall not be considered in the award of the contract.

It is agreed that the bid may not be withdrawn over a period of thirty (30) days from the opening thereof.

Respectfully submitted:

Wadman Corporation _____

Contractor Contractor's License #83242140-5501

By: Bradon Martin _____

Title: Chief Estimator

2920 S 925 W - Ogden, UT 84401

VICTORY PARK RESTROOM

Item	Description	Estimated Quantity	Unit	Bid Unit Price	Bid Price
Schedule "A"-Restroom and Site Work					
1	Mobilize	1	LS	\$ 1,397.00	\$ 1,397.00
2	Construct 25 x 19 restroom facility including sewer connection, electrical connection, water service connection, landscape restoration and all appurtenances in accordance with the drawings and specifications.	1	LS	\$ 129,451.92	\$ 129,451.92
3	Furnish and install 6" SDR-35 P.V.C. Sanitary Sewer Pipe.	305	LF	\$ 23.65	\$ 7,213.25
4	Connect new 6" P.V.C. sewer line to exist. 8" sewer pipe, remove plugged line as directed.	1	ea	\$ 946.00	\$ 946.00
5	Furnish & install city standard sewer cleanout complete.	3	ea	\$ 489.50	\$ 1,468.50
6	Furnish and install 2" 200 psi c.t.s. polyethylene water service including bends, tees, crosses, reducers, plugs, and any other necessary fittings.	300	lf	\$ 19.25	\$ 5,775.00
7	Connect new 2" line to new ¾" meter including any necessary tees, bends, reducers, and fittings.	1	ea	\$ 451.00	\$ 451.00
8	Furnish and install city standard ¾" water meter assembly including box and lid.	1	EA	\$ 643.50	\$ 643.50
9	Furnish and install 6" x ¾" saddle and corporation stop.	1	ea	\$ 577.50	\$ 577.50
10	Remove and dispose of exist. concrete curb & gutter. Includes excavation to sub base and disposal of material when curb is moved.	10	LF	\$ 27.50	\$ 275.00
11	Remove and dispose of exist. concrete sidewalk. Includes excavation to sub base and disposal of material where flatwork is widened or moved.	150	SF	\$ 2.59	\$ 387.75
12	Construct new 30" standard concrete curb & gutter including subgrade preparation and 4" road base.	10	LF	\$ 44.00	\$ 440.00