



Regular City Council Meeting

Tuesday, May 17, 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) Storm water management and compliance; 2) Personnel requirements; 3) Water Meter System

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 MAY 3, 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 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) Storm water management and compliance; 2) Personnel requirements; 3) Water Meter System.

9. 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.

9.1 PUBLIC HEARING: TO HEAR COMMENT ON THE FISCAL YEAR 2016 AMENDED BUDGET, FISCAL YEAR 2017 TENTATIVE BUDGET, AND 2018-2021 BUDGET PLAN

10. NEW BUSINESS- CONTINUED

10.1 MOTION/RESOLUTION 16-07: A RESOLUTION ADOPTING A CIVIL RIGHTS POLICY

Adoption of a Civil Rights Policy to conform to the requirements of the United States Department of America Housing and Urban Development.

10.2 MOTION: APPROVAL OF PLEASANT VALLEY RANCH LAND PURCHASE AGREEMENT

Approval of agreement for the purchase of parcel located at approximately 650 East and 5600 South for The purpose of construction of a new City Public Works shop.

11. COUNCIL COMMUNICATION WITH STAFF

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

12. ADMINISTRATION REPORTS

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

13. UPCOMING EVENTS

May 24th: Public Works Shop Open House 6:00 p.m.
May 26th: Planning Commission Meeting 6:00 p.m. (Tentative)
May 30th: City offices closed for Memorial Day Observance
June 7th: City Council Work Session 5:00 p.m.
June 7th: City Council Meeting 6:00 p.m.

14. ADJOURN THE MEETING: MAYOR ALLEN

15. RDA MEETING (Immediately following regular Council Meeting)

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1
2
3 **City of Washington Terrace**
4

5 Minutes of a Regular City Council meeting
6 Held on May 3, 2016
7 City Hall, 5249 South 400 East, Washington Terrace City,
8 County of Weber, State of Utah
9

10
11 **1. WORK SESSION 5:00 P.M.**
12 **PRESENTATION: FY 2016 AMENDED BUDGET, FY 2017 TENTATIVE BUDGET, AND**
13 **FY 2018-2021 BUDGET PLAN**
14

15
16 **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT AT WORK SESSION**

17 Mayor Mark C. Allen
18 Council Member Scott Monsen
19 Council Member Blair Brown
20 Council Member Robert Jensen
21 Council Member Scott Barker
22 Council Member Val Shupe
23 Public Works Director Steve Harris
24 Finance Director Shari' Garrett
25 City Treasurer Laura Gamon
26 City Manager Tom Hanson
27 City Recorder Amy Rodriguez
28

29 **Others Present**

30 None
31 Hanson focused on three major budget items: Utility Rates, Public Works Facility, and Storm Water
32 Compliance.
33

34 **Economic Assumptions**

35 Garrett stated that the City is seeing very little to no growth. She stated that the City has limited resources
36 to do the things that the City wants to do as well as is required to do. She stated that most of the newer
37 growth in the City is due to renovations. She stated that full build-out may be 10-12 years in the future.
38 She stated that there are opportunities as well as challenges presented with growth and the decisions
39 made today will affect the future.
40

41 **Issue at Hand: Decrease in projected revenue**

42 Garrett stated that there was a significant decrease in projected revenue that was balanced out by reducing
43 capital indefinitely. She stated that the rate increases that are in the tentative budget are only the change
44 in operating costs in water and sewer and not restoring capital capacity.
45 Garrett stated that billable consumption impacts our customer through rates or through reduced capital
46 maintenance. She stated that the capital capacity that we had acted as our means for financial flexibility
47 to respond to unknown events in the future without having to go back to rate payers whenever there is a
48 hiccup in the system. She stated that it is important to know that capital maintenance levels allow the
49 flexibility to reallocate funds and increase debt rather than go to the residents for rate increases.

50 She stated that reducing capacity more than what we already have ties our hands in moving forward.
51 Garrett stated that it does not negatively impact our auditors. Garrett stated that rating agencies for
52 bonding look at different things than the auditors and rates may be affected.
53 She stated that the tentative budget shows no change in restoring capital capacity in 2017, however the
54 plan for 2018 is to begin to restore capital capacity, noting that the 4 year plan will still not restore
55 capacity to what we gave up. She is very concerned with lack of capacity in sewer and stated that it will
56 need to be addressed in the future. Garrett stated that the budget moving forward will continue to reduce
57 capital capacity and does not address the issue at hand.

58
59 Council Member Monsen asked if we have a separate fund for emergencies. Garrett stated that we do not
60 have a separate fund for emergencies and noted that the capital fund can act as a safety net when
61 significant unexpected things come up until we can situate ourselves better to address the issue. Council
62 Member Monsen stated that he is concerned that we are depleting reserves to help keep a lower rate for
63 residents. Hanson stated that we have not depleted reserves to zero and noted that there is still money
64 going into sewer and water capital projects.

65
66 Council Member Brown stated that nothing has been voted on as of yet. Council Member Shupe stated
67 that the decision of Council was not to raise rates on overages and that will have an effect on the City.
68 Garrett stated that Council has reduced capital to make up the revenue deficit and expenses were reduced
69 through capital. Garrett stated that she understands that there is a concern in limiting the City through
70 capital. Council Monsen is concerned that something is going to happen and the City will have to stop
71 providing a service to residents. Garrett clarified that the City is limiting itself to use current resources
72 noting that there are other ways to receive funds through loans or bonding. Garrett stated that if usage
73 begins to trend up we can use the money to replace and build up capital.
74 Council Member Shupe clarified that the increase is to help replenish the capital funds. Hanson stated
75 that this year's budget increase is only for operating costs, but stressed that capital funds replenishment
76 will be something that will need to be talked about in the future.

77
78 Garrett stated that there are some opportunities in the budget that can help make up the difference.
79 Hanson stated that staff has lowered its projections and lowered the projected capital moving forward.
80 Mayor Allen stated that the projections are now leveled out.
81 Hanson stated that we lowered the projections so that we are balanced moving forward. He stated that
82 capital took care of balancing out where we are at the budget.

83 84 **Utility Rates**

85 Garrett explained the proposed rates, noting that there will be an increase to the minimum rate for a
86 single family user of \$1.20. She stated that there will not be an increase on the overage usage. She
87 stated utility rates are driven by billable rates and system costs. Council Member Shupe clarified that
88 there will be an increase in rates this year, but only to cover costs.
89 Garrett stated that billable consumption projections are flat. She stated that costs to run the system (debt,
90 operating, capital) also drive the rates. She stated that these rates will increase yearly.
91 Garrett explained that the .40 increase in water will generate around \$15,000 a year. She stated that
92 \$20,700 will be generated from the .55 increase in sewer. She stated that storm water will have an
93 increase in capital. Garrett stated that storm water is a relatively new fee and has not been able to build up
94 capital. The increase of .25 should generate around \$15,000.

95 96 **Significant impacts of not raising rates**

97 Garrett explained the significant impacts of not raising rates to cover operating costs, stating that costs
98 will compound and perpetuate. If we don't increase rates, the City has to reallocate resources to make it

99 balance by reallocating cost shares or reducing levels of service. Garrett stated that the City may lose
100 financial flexibility to respond to issues as they come in and may jeopardize existing debt coverage
101 requirements. Garrett stated that it is very important to know that by not raising rates to cover operating
102 costs, the City could weaken or lose strong credit worthiness. This is important as we move forward to
103 obtaining financing for the new public works facility.
104 Garrett stated that there may be a politically unpopular long term rate catch up and by increasing rates it
105 may minimize political unpopularity in short term. Garrett stated that costs will not decrease, with the
106 exception of possibly fuel.

107
108 Mayor Allen stated that he received a note from a resident concerning fading street signs and stated that
109 the City needs to keep up on operating costs because it takes away from other projects that are lower on
110 the totem pole.

111 Garrett stated that she wants to make sure future considerations are considered. She stressed that
112 operating costs to maintain our service levels that are largely out of our control are only going to
113 increase. She stated that all our costs are perceived as pass through costs, citing the rise in health care,
114 power, gas, etc. She stated that the amounts of costs are going to change every year, but she can almost
115 guarantee that an increase will happen every year or we will go backwards if we don't cover the costs.
116

117 Garrett stated that she had sewer capital capacity concerns that will need to be addressed in the future.
118 She is also concerned with credit worthiness so that we can receive the best market rate.

119
120 Garrett asked if Council was clear on what the rate increases are paying for and the impacts of increasing
121 or not increasing them. Garrett stated that if there were more billable gallons, it could lessen her coming
122 back every year for increases.

123 She asked if she needs to go back and tweak the plan or is Council on board with the rates as presented.
124 She stated that she would like to have clear direction. Hanson stated that the storm water rate increase
125 does not address storm management practices. Council Member Monson stated that if we don't increase
126 now, it will be a higher increase next year. He stated that we have to do moderate increases every year to
127 save us from doing a large increase all at once. Council Member Shupe stated that we need to do this
128 increase and support the City functions. Council Member Jensen stated that we should not wait to push
129 an increase and to keep it at moderate increases as suggested. Council Member Shupe stated that he
130 believes that many residents are fine with increases for infrastructure costs as long as it is explained and
131 justified as to why we do it. Council Member Barker directed to move forward with the planned rates.
132 Council Member Brown stated that he is against the water increase. He wants to make sure that we are
133 careful, noting that \$1.20 to some people is a large increase. Council Member Brown stated that he is
134 against the water increase, but can buy off on the other two increases. Council Member Brown stated that
135 he would like the City to try to slow down spending he is not convinced raising water is the right fit.
136 Council Member Monsen stated that the City is not raising rates to pad a surplus, but rather the increase
137 is to try to keep up with costs.

138 139 **Public Works Facility**

140 Garrett stressed that the financing numbers are estimates only. She stated that the estimated cost is around
141 5 million dollars in construction and land acquisition. Garrett stated that there was money reallocated
142 within the capital capacity last year to debt so the net impact is zero.

143 She stated that ongoing operating costs to run the facility are estimated at \$15,000 annually. Garrett
144 emphasized that her favor of moving forward is based off of the commitment to follow the financial plan.
145 She wanted assurance that there are commitments to maintaining financial sustainability, whether that
146 means raising rates or doing what we need to do to keep it sustainable. She stated that if there are
147 questions as to if we deviate from financial policies or deviate from maintaining the system her

148 reservation is to reevaluate moving forward with the project. She stated that she needs assurance that we
149 are committed to moving forward with the facility.
150 Council Member Brown questioned if we need to spend this much for a new facility. He stated that there
151 is no question that a new facility is needed, however he questioned if we need one that costs this much.
152 Harris stated that there will be nice features but noted that they will be used for the next 40 years. He
153 stated that the building plans are cost effective and consideration was given as to the type of equipment
154 and features are needed to continue to serve the community into the future.

155
156 Garrett stated that the City needs to maintain its credit worthiness. She stated that there is a rating agency
157 that rates the City when we go out to market. She stated that if we don't maintain our commitments as
158 assigned we subject ourselves to rating downgrades. She stated that this would affect our issuance costs.
159 Garrett stated that she needs to know if Council is good in moving forward on the public works facility or
160 does she need to change direction. The general direction from Council is to move forward. Council
161 Member Monsen stated that he is concerned that it is an enormous commitment but notes that a new shop
162 is needed. Garrett stated that she will look at the debt area in budget to alleviate concern.

163
164

165 **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT**

166 Mayor Mark C. Allen
167 Council Member Scott Monsen
168 Council Member Blair Brown
169 Council Member Robert Jensen
170 Council Member Scott Barker
171 Council Member Val Shupe
172 Public Works Director Steve Harris
173 Finance Director Shari' Garrett
174 City Manager Tom Hanson
175 City Recorder Amy Rodriguez

176

177 **Others Present**

178 Charles and Reba Allen, Gary Smith, Todd Skeen, Brad Larsen, Blake Jumper, Bob Beelek, Loren
179 Spainholder, Ulis Gardiner, Del Kraaima

180

181 **2. ROLL CALL**

6:00 P.M.

182

183 **3. PLEDGE OF ALLEGIANCE**

184

185 **4. WELCOME**

186

187 **5. CONSENT ITEMS**

188

189 **5.1 APPROVAL OF AGENDA**

190 **5.2 APPROVAL OF APRIL 19, 2016, MINUTES**

191 Items 5.1 and 5.2 approved by general consent.

192

193 **6. CITIZEN COMMENTS**

194 Resident Todd Skeen- 114 E 5300 S- stated that his concern is with the licensing and the tax that the City
195 collects from CenturyLink. He stated that he is not getting the service that he is paying for and would like
196 the City to contact CenturyLink to have the service upgraded. He stated that he does not want to use

197 Comcast but the internet service is ridiculous. He stated that he only receives .54 MB of internet speed
198 and feels that the City is allowing CenturyLink to conduct business in the City. He stated that he would
199 like the City to look into what they can do about it.
200

201 Resident Gary Smith-157 W 5250 S- also expressed his concerns with CenturyLink internet service and
202 stated that he could barely download anything. He stated that no upgrades have been done. He stated that
203 he has spoken with the regional director and was told they (CenturyLink) were working on upgrading. He
204 stated that the City's internet speed is 1.5 and CenturyLink advertises as 40 MB in some areas.
205

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

208 Mayor Allen stated that he too only receives .75 MB with his CenturyLink internet service. He stated that
209 he has been told that if it is above dial up speed it is legally considered high speed and they can advertise
210 as "high speed internet". Council Member Shupe stated that he agrees 100 percent that the internet speed
211 is horrible. Hanson stated that he does not know what
212 authority the City has to demand upgraded service but he stated that he can contact the regional office to
213 speak to the director to see what can be done. He stated that he can send a letter of encouragement to
214 upgrade services from the Council on behalf of the City.
215

216 **8. NEW BUSINESS**

217 **8.1 MOTION/PROCLAMATION 16-01: SENIOR CORPS PROGRAM WEEK**
218

219 Mayor Allen read the proclamation recognizing the week of May 16-20, 2016 as Senior Corps
220 Week and thanked volunteers for their services to our community.

221 **Motion by Council Member Shupe**
222 **Seconded by Council Member Barker**
223 **To approve Proclamation 16-01**
224 **And designate May 16-20 2016 as Senior Corps Week**
225 **Approved unanimously (5-0)**
226 **Roll Call Vote**
227

228 **8.2 PRESENTATION: FY 2016 AMENDED BUDGET, FY 2017 TENTATIVE BUDGET,**
229 **AND FY 2018-2021 BUDGET PLAN**

230 Hanson stated that the tentative budget plan is available on the City website. Hanson stated that the six
231 major budget areas are the Water Meter Reading System, Construction of the Public Works Facility,
232 Utility Rates, Storm Water Impacts, Personnel Requirements, and the Redevelopment Project Area.
233

234 **8.3 MOTION: TO TENTATIVELY APPROVE THE TENTATIVE BUDGET**

235 Mayor Allen stated that the Council has been working with staff on the tentative budget and final
236 Adoption will be on June 21st. He stated that the law requires that the Council receive and
237 Approve the tentative budget, noting that it may be revised by the final adoption.
238

239 **Motion by Council Member Jensen**
240 **Seconded by Council Member Shupe**
241 **To tentatively approve the tentative budget**
242 **With the caveat that it may be amended or revised**
243 **Approved (4-1)**
244 **Council Member Mosen- Aye**
245 **Council Member Brown- Nay**
246 **Council Member Jensen- Aye**

247 **Council Member Shupe-Aye**
248 **Council Member Barker- Aye**
249

250 **8.4 MOTION/RESOLUTION 16-06: INTERLOCAL AGREEMENT WITH WEBER**
251 **COUNTY FOR RECREATION, ARTS, MUSEUM, AND PARK (R.A.M.P) FUNDING**

252 Hanson stated that the resolution is to approve the Interlocal contract with Weber County to
253 receive funding for the Victory Park Restroom Project.

254 **Motion by Council Member Monsen**
255 **Seconded by Council Member Jensen**
256 **To approve Resolution 16-06 approving**
257 **The Interlocal Agreement with Weber County for**
258 **R.A.M.P funding**
259 **Approved unanimously (5-0)**
260 **Roll Call Vote**
261

262 **9. COUNCIL COMMUNICATION WITH STAFF**

263 * Council Member Monsen stated that he has noticed the work at the Victory Park Restroom Project.
264

265 * Council Member Brown stated that he has seen animal control more frequently in the City. He
266 inquired about the fee that is charged to get animals back from animal control, noting that his
267 neighbors were required to pay a \$300 fee. He stated that this fee seems steep and would like to
268 know why the cost so much without any notice. Hanson replied that there is a fee schedule for
269 animals that go to the shelter but will look into the item.
270

271 * Council Member Jensen inquired if there were any incidents in the City due to the high winds.
272 Hanson stated that there were a few power poles that were damaged and the roads were closed down
273 for them. He stated that there was no major damage in the City. He stated that there were a few trees
274 that went down, but comparatively speaking, the City was fortunate that there was not more damage.
275 The county has extended the hours for green waste facilities. Hanson stated that things generally
276 went pretty smooth within the City.
277

278 * Council Member Barker stated that a resident called him concerned about the bathroom
279 construction at Victory Park. He stated that she is concerned that the Park will not be taken care of
280 properly. Her backyard is next to the Park. Council Member Barker would like to know why the
281 garbage cans are left out on the street and how late the bathroom will be open. Harris stated that the
282 procedure is to put the cans out on the street for pick up and taken in the same day. He will review the
283 item with his staff. Hanson stated that the restrooms will be closed at 10:00 p.m. every night and
284 checked on by the Sheriff's office.
285

286 **10. ADMINISTRATION REPORTS**

287 Hanson stated that there will be an Open House on May 24 at 6:00 at the public works building. A
288 presentation will be held in the public works offices and then there will be a tour of the buildings and a
289 discussion of the ideas and the plans for the future shop and how it can best serve the community.
290 Hanson stated that the public works crews have been replacing water meters south of 4800 south and the
291 pressure may be popping the lines resulting in 3-5 water breaks a week that needs to be repaired. He
292 stated that the breaks are anticipated in the OTIS II area. He stated that water has been shut off
293 periodically to take care of leaks.

294 Hanson stated that he was approached by the "Buy Local" group regarding a proclamation to support and
295 encourage people to buy local. Mayor Allen stated that it is a good gesture and to bring the proclamation

296 to Council.

297

298 **11. UPCOMING EVENTS**

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

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

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

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

303 May 30th: City offices closed for Memorial Day Observance

304

305 **12. ADJOURN THE MEETING: MAYOR ALLEN**

306 Mayor Allen adjourned the meeting into a work session at 6:39 p.m.

307

308 **13. WORK SESSION (Immediately following regular Council Meeting)**

309 **DISCUSSION OF POTENTIAL LAND USE AND DEVELOPMENT FOR PLEASANT**

310 **VALLEY RANCH**

311 Hanson introduced Blake Jumper from the Pleasant Valley Development Group concerning the Bruce
312 Stephens property on the South end of the City. He stated that the group has been doing soil testing in the
313 area. He introduced his partners Brad Larsen and Brad Beelek. He stated that they will look at intense
314 traffic studies for egress and ingress roads and how to mitigate problems that may come down the road.
315 He stated that they are very conscientious of how their projects affect the community, stating that their
316 partners create quality homes. He stated that the project will have multiple zoning projects, to include a
317 possible community center for the area. Jumper stated that the west side of the project is challenging due
318 to terrain. He stated that this project will last around 10-15 years. He stated that the issues on the west
319 side still need to be addressed. The near term goal is to annex the property and have the plat approved. He
320 stated that their goal is to have a project that facilitates the City and would like ideas from Council as
321 they move forward. Beelek stated that they are looking to be a progressive City, noting that the City
322 could become a "Wi-Fi City". He stated that this project will bring rooftops to the City.

323 Jumper stated that they see no need for a Special Interest District and plan to put in the entire
324 infrastructure themselves.

325 Jumper displayed some of the home designs that they are planning to bring to the City. He stated that
326 they plan to use hardy board, stucco, brick, and rock. He stated that they will present architectural
327 schemes to be reviewed by Council.

328 Jumper stated that he has not spoken with Mr. Stephens concerning the toll road, but stated that they do
329 not see the toll road as a deterrent for them.

330 Jumper stated that they are waiting on recommendations concerning the hill and slippage. He stated that
331 they plan to have a large buffer and will do what is necessary. He stated that the soil reports will be
332 available to the City. Hanson stated that the City engineers have requirements that they would like to see
333 on the soil reports. Jumper stated that they do a soil report and grading report that indicate if there are any
334 special requirements for the builder.

335 Jumper stated that they have not purchased the ground as of yet, but are working with the owner.

336 Jumper stated that the area is around 360 acres, which could yield over 1,000 homes over a ten year
337 period.

338 Planning Commissioner Allen stated that some of the concerns of Planning Commission were traffic flow
339 and sensitive land issues. He stated that the Commission is excited about the project. Jumper stated that
340 traffic reports will be brought to staff. Jumper stated that he is willing to talk to the City concerning
341 public facilities.

342 **Mayor Allen adjourned the Work Session adjourned at 7:07 p.m.**

343

344

345 _____
Date Approved

_____ **City Recorder**

City Council Staff Report

Author: Amy Rodriguez
Subject: Resolutions concerning Civil Rights Issu
Date: 5-17-16
Type of Item: Motion/Resolutions



Summary Recommendations: Several plans concerning Civil Rights requirements may be adopted by Council to be implemented by the City.

Description:

- A. **Topic:** In order to receive federal monies and comply with CDBG requirements, the City must comply with HUD's Fair Housing and Equal Opportunity requirements. CDBG grantees, as well as any beneficiaries of a federally assisted project, are also required to develop proposed actions to be in compliance with the Americans with Disabilities Act (ADA) regulations.
- B. **Background:** The City has previously adopted the Equal Employment Opportunity Statement as well as the Residential Anti-Displacement Plan. In order to be in compliance with federal guidelines, the City will need to adopt the following plans: Section 504 and ADA Effective Communication Policy, Section 504 and ADA Reasonable Accommodation Policy, a Language Access Plan, and a Grievance Procedure Policy.
- C. The Plans are in compliance with the ADA requirements for communication with individuals with a disability affecting hearing, vision, speech, cognitive limitations, and physical limitations. The Language Access Plan helps provide language assistance to persons with limited English proficiency. The City already provides for those needing ADA assistance when requested, however, the Resolution will just formalize the procedure that is currently being used.
- D. **Department Review:** City Recorder, Legal, City Manager

Alternatives:

- A. **Approve the Request:** Council May approve the Resolution to become compliant with CDBG requirements.
- B. **Deny the Request:** Council May deny the Resolution.

Significant Impacts: There are no known financial obligations or significant extra burdens on employees for implementing the policies.

Consequences of not taking the recommended action:

The City will be out of compliance to receive federal monies for projects.

RESOLUTION 16-07

CIVIL RIGHTS POLICY

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,
ADOPTING A CIVIL RIGHTS POLICY TO CONFORM TO THE
REQUIREMENTS OF THE UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT.**

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

WHEREAS, the City Council is the legislative body of the City;

WHEREAS, the United States Department of Housing and Urban Development (HUD) requires that the City adopt a Civil Rights Policy in order to obtain Community Development Block Grants (CDBG) funding;

WHEREAS, the City has developed the Civil Rights Policy set forth in this Resolution;

WHEREAS, the City Council desires to adopt the Civil Rights Policy set forth herein;

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

Section 1. HUD Compliance Statement.

The Civil Rights Policy adopted herein conforms to the requirements of HUD in place at the time of adoption of this Resolution.

Section 2. Adoption.

The City Council hereby adopts the Civil Rights Policy set forth in this Resolution as follows:

(This Resolution continues on the next page)

Language Access Plan

Name of Jurisdiction: City of Washington Terrace

Date: June 7, 2016

Plan Statement

The City of Washington Terrace has adopted this plan to provide access to its programs and activities by persons with Limited English Proficiency (LEP). A Limited English Proficient (LEP) person is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. In accordance with federal guidelines, The City of Washington Terrace will make reasonable efforts to provide or arrange free language assistance for its LEP citizens.

Population Statistics

According to the U. S. Census Bureau data, the estimated population of Washington Terrace City for 2010 was 8,486. Of that total 11.7% spoke a language other than English at home. The other languages spoken include Spanish Speakers 10%, other Indo-European 1.1%, Asian/Pacific Islander 0.5%, other languages 0.2%. Contact with persons of 'Limited English Proficiency' shows **Spanish** language assistance is by far the primary language assistance need.

Washington Terrace City currently has 229 residents that do not speak English very well. Over the past year Washington Terrace City has had calls/requests from non-English speaking citizens amounting to less than 1% of the calls/requests for the city.

Language Assistance

Washington Terrace City will make available I Speak Cards to any applicant or resident that has LEP. They will be located in the City Hall lobby and visible to anyone. We will also post information that translators can be made available upon request and that translators will be provided to applicants and residents who have LEP. We will also provide a link on our website that directs applicants to the I Speak Cards on-line. Translators will be provided for Spanish speaking people with LEP using current employees that speak Spanish. Other languages that need translating will be provided by request.

LAP Plan Distribution and Training

The LAP Plan will be distributed to all staff at Washington Terrace City and will be available in the Employee Handbook. Washington Terrace City staff will receive annual training on the LEP Plan. All new employees will be trained upon hiring so that they understand the LEP Plan.

Section 504 and ADA Effective Communication Policy

In compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, The City of Washington Terrace will ensure that communications with individuals who have hearing, speech, vision, communication and cognitive limitations are as effective as communications with others in the delivery of its programs, services and activities.

Upon the request of a qualified individual with a disability affecting hearing, vision, speech or cognitive limitations, Washington Terrace will furnish appropriate auxiliary aids and services where necessary to afford such an individual an equal opportunity to participate in and have access to Washington Terrace City services and activities.

Request for Auxiliary Aids and Services

A qualified individual who anticipates participation in any Washington Terrace City service or activity should make a request for the type of auxiliary aid or service that he/she needs within 48 hours of the time the aid or service is needed. The qualified individual's authorized representative may make the request for aid or service on his/her behalf. The City of Washington Terrace may make reasonable requests for documentation regarding the disability and the appropriateness of, or need for a specific auxiliary aid.

The City of Washington Terrace will evaluate each request for an auxiliary aid or service on a case-by-case basis. Decisions for granting or denying an auxiliary aid or service will not be based on any generalized rules or broad policies, but may include evaluation of whether another equally effective means of communication is available.

In addition, The City of Washington Terrace is not required to provide an auxiliary aid or service if such would result in a fundamental alteration in the nature of the City of Washington Terrace service, program, or activity or in an undue financial and administrative burden.

Requests for auxiliary aids and services should be made to the City Recorder ,Section 504/ADA Compliance Coordinator whose contact information is 801-395-8283.

Grievance/Complaint Procedure

Any individual who believes that there has been a violation of this policy may register a complaint with The City of Washington Terrace Human Resource Director.

In addition to, or in lieu of, filing a complaint with the City of Washington Terrace Human Resource Director, an individual may submit a written complaint within 180 days of the date of the alleged violation to:

The Director, Civil Rights Center
U.S. Department of Labor
200 Constitution Avenue, NW - Room N4123

WTC Res. 16-07
Civil Rights Policy

Washington, DC 20210

-or-

Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
1670 Broadway, 22nd Floor
Denver, CO 80202
Phone: 303-672-5437
Toll Free: 1-800-877-7353
TDD/TTY: 303-672-5248
Fax: 303-672-5026
Web: www.hud.gov/fairhousing

For employment related complaints, based on disability:

Utah Anti-Discrimination and Labor Division
160 East 300 South
Salt Lake City, UT 84114
(801) 530-6801
(800) 222-1238

- or -

Equal Employment Opportunity Commission
4520 North Central Avenue, Ste 300
Phoenix, AZ 85012-1848
(602)-640-2598

Any citizen who elects to first file a complaint with Washington Terrace City's Human Resource Directory is advised that the above 180-day deadline for filing a written complaint with a federal agency still applies.

Notification of Policy

Notification of this policy will be provided to the City of Washington Terrace employees and to applicants, participants, and member of the public who have hearing, speech, vision and cognitive limitations in a manner determined by staff including making the policy available in audio and large print format. A staff member may also read this policy to a qualified individual upon request.

Section 504/ADA Notice – Sample Notice

(For use in all publications, marketing materials, and general information made available to the public)
“Auxiliary aids and services are available upon request to individuals with disabilities by calling the City of Washington Terrace at 801-395-8281. Individuals with speech and/or hearing impairments may call the Relay Utah dialing 711. Spanish Relay Utah: 1-888-346-3162. Equal Opportunity Employer/Program.”

Section 504 and ADA Reasonable Accommodation Policy

Name of Jurisdiction: City of Washington Terrace

Date: June 7, 2016

Reasonable Accommodation

A qualified individual may request a reasonable accommodation at any time. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

Application of reasonable accommodation policy

The reasonable accommodation policy applies to individuals with a disability in all programs and services provided by The City of Washington Terrace_.

Person with a Disability

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase “physical or mental impairment” includes:

- (1) Any physiological disorder or condition.
- (2) Any mental or psychological disorder.

Examples of reasonable accommodations

Examples of reasonable accommodations may include, but are not limited to:

- Permitting a family member to assist in the applications process for any program or service;
- Permitting a service animal to assist while on the premises;
- Providing qualified sign language interpreters for applicants;
- Permitting requests for extensions of deadlines if there is a difficulty completing necessary documentation

Processing a Reasonable Accommodation

The City of Washington Terrace will provide the “Request for Reasonable Accommodation” to all applicants, residents or individuals with disabilities who request a reasonable accommodation.

Individuals may submit their reasonable accommodation request(s) in writing, orally, or by any other equally effective means of communication. However, The City of Washington Terrace will ensure that all reasonable accommodations requests will be reduced to writing. If needed as a reasonable accommodation, the City of Washington Terrace will assist the individual in completing the written request.

- The City of Washington Terrace will provide applicants with appropriate auxiliary aids and services, including qualified sign language interpreters and readers, upon request.
- Within seven business days of receipt, The City of Washington Terrace will respond to the applicant’s request in writing.
- If additional information or documentation is required, The City of Washington Terrace will notify the applicant, in writing, of the need for additional information or documentation. The City of Washington Terrace will provide the individual with the request for additional information. The written notification should provide the resident with a reply date for submission of the outstanding information or documentation.
- Within seven days of receipt of the request and, if necessary, all supporting documentation, The City of Washington Terrace will provide written notification to the applicant of its decision to approve or deny the applicant’ request(s). Upon request, the written notification will be provided in an alternate format. If staff approves the accommodation request(s), the applicant will be notified of the projected date for implementation.
- If the accommodation is denied, the resident will be notified of the reasons for denial. In addition, the notification of the denial will also provide the resident with information regarding the City of Washington Terrace Grievance Procedures.
- All recommendations that have been approved by _The City of Washington Terrace will be forwarded to the appropriate staff member. All request for reasonable accommodation that are approved will be implemented or begin the process of implementation.

Verification of Reasonable Accommodation Request

The City of Washington Terrace may request documentation of the need for a Reasonable Accommodation. In addition, The City of Washington Terrace staff may request that the individual provide suggested reasonable accommodation. Staff may only request documentation to confirm the disability-related need(s) for the requested reasonable accommodation(s). Staff may not require the individual to disclose the specific disability(ies); or the nature or extent of the individual’s disability(ies). Comprehensive medical records will never be requested.

The following may provide verification of a resident’s disability and the need for the requested accommodation:

1. Physician;
2. Licensed Health Professional;

3. Professional representing a social service agency;
4. Disability agency or clinic.

Denial of Reasonable Accommodation Request(s)

Requested accommodation will not be approved if one of the following would occur as a result:

- A violation of State and or Federal law;
- A fundamental alteration in the nature of The City of Washington Terrace programs or services;
- An undue financial and administrative burden on the City of Washington Terrace program;
- A structurally infeasible alteration; or
- An alteration requiring the removal or alteration of a load-bearing structural member.

Service or Assistance Animals

Clients with disabilities are permitted to have assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities. Clients who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy. Assistance animals are not subject to the requirements of Pet Policies.

Right to File/Grievance Process

1. The City of Washington Terrace Program Applicant may file a complaint in accordance with the City of Washington Terrace Program Grievance Procedure following a formal determination by the Staff

2. An applicant or resident may, at any time, exercise their right to appeal the Staff's decision through the local HUD office or the U.S. Department of Justice. Individuals may contact the local HUD office at:

U.S. Department of Housing and Urban Development
1670 Broadway, 22nd Floor
Denver, CO 80202
Phone: 303-672-5437
Toll Free: 1-800-877-7353
TDD/TTY: 303-672-5248
Fax: 303-672-5026
Web: www.hud.gov/fairhousing

Washington Terrace City Grievance Procedure Under The Americans with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Washington Terrace. The City of Washington Terrace's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**Human Resource Department
ADA Coordinator and Human Resources Manager
5249 South 400 East
Washington Terrace, UT 84405**

Within 15 calendar days after receipt of the complaint, The Human Resource Director or her designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the Human Resource Director or her designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Washington Terrace and offer options for substantive resolution of the complaint.

If the response by The Human Resource Director or her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager or his designee.

Within 15 calendar days after receipt of the appeal, **the City Manager or his designee** will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager or his designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by **Laura Gamon or her designee**, appeals to the **City Manager or his designee**, and responses from these two offices will be retained by the City of Washington Terrace for at least three years.

Section 3. Effective Date

This Resolution is effective immediately upon passage and approval.

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

MARK ALLEN, Mayor
City of Washington Terrace

ATTEST:

AMY RODRIGUEZ, City Recorder

ROLL CALL VOTE

Council Member Barker ___

Council Member Brown ___

Council Member Jensen ___

Council Member Monsen___

Council Member Shupe ___

City Council Staff Report

Author: Tom Hanson
Subject: PVR Land Purchase Agreement
Date: May 17, 2016
Type of Item: Motion to approve



Summary:

Washington Terrace City staff has been working with Pleasant Valley Ranch for the past year and a half to purchase the property to construct a Public Works Shop.

The purchase price for the Property shall be two dollars and fifty cents (\$2.50) per square foot, which equals the total sum of FIVE HUNDRED TWELVE THOUSAND, SIX HUNDRED THIRTY-TWO DOLLARS AND FIFTY CENTS (\$512,632.50) 4.707 acres

Description:

- A. **Topic:** Motion to approve the Pleasant Valley Ranch Land Purchase Agreement.
- B. **Background:** Staff, the Mayor and Council have been working together to secure land for the construction of a new Public Works facility in a safe a sustainable location. It was determined that an ideal location for the new shop facility would be on available open land located at approximately 650E 5600S. (Just south of the South Ogden Public Works facility)

After several months of planning and discussions with the representatives from Pleasant Valley Ranch it was determined that we would be able to purchase the land for a cost of \$2.50 a square foot at a cost totaling \$512,632.50. (4.707 acres)

Following discussions with the Mayor and Council it was decided to move forward with contract negotiations in order to solidify the agreement. The contract discussions have taken place, the City Attorney has reviewed the agreement and has approved the contract as long as we are diligent in the processing of the deed and verifying that agreement are met in the deed documents.

- C. **Analysis:** Staff, legal, and the City Engineer have reviewed the documents and have found them to be in order.

Alternatives:

- A. **Approve the Request:** Move forward with the execution of the agreement.
- B. **Deny the Request:** Stop the purchase for and securing of land for the shop and determine future action.

PURCHASE AGREEMENT FOR UNDEVELOPED COMMERCIAL REAL PROPERTY

AGREEMENT by and between City of Washington Terrace, Utah, a municipal corporation, (“BUYER”); and Pleasant Valley Ranch L.L.C., of 5712 South Adams Avenue Parkway, Ogden, UT 84405, (“SELLER”) (hereinafter sometimes collectively referred to as the “Parties”), made this ___ day of _____, 2016.

RECITALS

This Agreement is made in reference to the following facts, which are incorporated herein as material parts to this Agreement:

WHEREAS, SELLER desires to sell, and BUYER desires to purchase, certain real property located on 5700 South, Washington Terrace, UT 84405, for the purpose of constructing a Public Works Facility to be owned and operated by BUYER. Said real property is more particularly described as follows:

North Parcel

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 ON THE NORTH LINE OF SAID SECTION BEING LOCATED SOUTH 89°10’36” EAST 366.64 FEET FROM THE NORTHWEST CORNER OF SAID SECTION; RUNNING THENCE ALONG SAID SECTION LINE SOUTH 89°10’36” WEST 662.60 FEET; THENCE SOUTH 0°06’06” EAST 309.38 FEET; THENCE NORTH 89°10’36” WEST 662.60 FEET; THENCE NORTH 0°00’00” EAST 309.37 FEET TO THE POINT OF BEGINNING. CONTAINING 205,053 SQ FT. OR 4.707 ACRES.

Subject to a restrictive covenant (the “Toll Road Covenant”) imposed by Seller which covenant shall run with the Property and be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns providing that unless approved in writing by the owner of Adams Avenue Tollroad, L.L.C., no party shall petition the County or any other governmental entity, or file any document or application the effect of which would be to convert Adams Avenue Parkway from a private toll road to a public roadway.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, SELLER agrees to sell, and BUYER agrees to purchase, on the terms and conditions hereinafter set forth:

- a. that certain real property more particularly described above (“Land”);
- b. all rights, privileges, easements, tenements, hereditaments, rights of way, and appurtenances which belong to or appertain to the Land and/or are owned by SELLER, including all water, water rights, and water stock, if any, relating to the Property (collectively, “Appurtenances”); and
- c. all intangible property owned or held by SELLER in connection with the Land or with the use thereof including, without limitation, all permits, maps, surveys, plans, leases, licenses, rental contract and agreement (collectively, “Intangible Property”).

The Land, Appurtenances, and the Intangible Property are hereinafter collectively referred to as the “Property”.

The terms and conditions of this Agreement and the instructions to the Escrow Holder created pursuant to the Agreement are as follows:

1. ESCROW HOLDER

Backman Title Services, Attn. Carol Yamamoto, 955 East Chambers Street #102, Ogden, UT 84403, is hereby designated as Escrow Holder, and the SELLER and BUYER shall each pay one half of the fee charged by Escrow Holder for its services in the Settlement/Closing process.

2. PURCHASE PRICE

The purchase price for the Property shall be two dollars and fifty cents (\$2.50) per square foot, which equals the total sum of FIVE HUNDRED TWELVE THOUSAND, SIX HUNDRED THIRTY-TWO DOLLARS AND FIFTY CENTS (\$512,632.50). . The purchase price shall be paid to the Escrow Holder by BUYER at the time of Closing in the form of certified check, wire transfer, or other method specified by SELLER. BUYER shall, no later than four (4) calendar days after execution of this Agreement, deposit with Escrow Holder the sum of fifty thousand dollars (\$50,000.00) (the “Deposit”), which shall be applied to the purchase price. The Deposit shall be refundable in the event BUYER elects not to purchase the Property during the 60-day due diligence period. In the event BUYER elects not to purchase the Property after the expiration of the 60-day due diligence period, the Deposit shall be non-refundable.

BUYER agrees to construct and install a fence along the entire South border of the Property where it meets the SELLER’S property. The fence shall be of the same style and quality (or may be of greater quality) as the fence surrounding the Stonehenge property. BUYER shall complete said fence no later than the completion of the Public Works Facility.

BUYER and SELLER each agree to pay one half (1/2) of the cost to extend sewer, culinary water, storm drain, and Weber Basin Water service from 5700 South to a location approximately five (5) feet north of the south border of the Property, and one hundred thirty (130) feet east of the west border of the Property.

3. CLOSING

Closing shall take place on or before December 1, 2016 ("Closing Deadline"), or as otherwise mutually agreed by the Parties in writing. Upon the end of the Due Diligence Period, BUYER shall have the right to extend the Closing Deadline, for up to two (2) months by placing into escrow an additional \$10,000 for each month. These monies shall be applicable to the purchase price, but shall be nonrefundable in the event of BUYER'S breach of this Agreement.

Closing shall be deemed to have occurred when the Parties have delivered to one another, or to the Escrow Holder, all documents required by this Agreement, and the Parties have paid over, either to one another or to the Escrow Holder, any and all monies, including the purchase price, required to be paid by this Agreement.

The applicable closing documents shall be recorded in the office of the Weber County Recorder within three (3) days after closing takes place.

SELLER shall deliver physical possession of the Property to BUYER upon Closing.

If any portion of the Property is presently assessed as "Greenbelt" the payment of any roll-back taxes assessed against the Property shall be the responsibility of SELLER.

All prorations, including but not limited to property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Closing Deadline, unless otherwise agreed to in writing by the parties.

4. TITLE TO PROPERTY

Seller shall furnish good and marketable title to the Property, in fee simple, by warranty deed. The Property shall be free and clear of all liens and other encumbrances, with the exception of existing easements on the Land.

BUYER agrees to accept title to the Property subject to the contents of the Commitment for Title Insurance ("Commitment") which shall be provided by SELLER as part of the Seller Disclosures. SELLER agrees at Settlement, to pay for and cause to be issued in favor of BUYER, through the title insurance agency that issued the Commitment, the most current version of an ALTA standard coverage owner's policy of title insurance. Any additional title insurance coverage desired by BUYER shall be at BUYER's expense.

5. SELLER DISCLOSURES

SELLER shall provide to BUYER, on or before midnight on the tenth (10th) day following execution of this Agreement, the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- a. a written disclosure of any defects in the Property known to SELLER that materially affect the value of the Property, and cannot be discovered by a reasonable inspection by an ordinary prudent buyer;
- b. a Commitment for Title Insurance;
- c. a copy of any restrictive covenants, rules, and regulations affecting the Property;
- d. a copy of any lease, rental, and property management agreements affecting the Property not expiring prior to Closing
- e. evidence of any water rights and/or water shares;
- f. written notice of any claims and/or conditions known to SELLER relating to environmental problems, violations of any CC&R's, federal, state, or local laws, and building or zoning code violations.

6. BUYER'S CONDITIONS OF PURCHASE

BUYER'S obligation to purchase the Property is conditioned upon satisfactory completion of BUYER's Due Diligence ("Due Diligence"). This Condition is hereinafter referred to as the "Due Diligence Condition." The time period wherein BUYER may perform Due Diligence shall begin upon execution of this Agreement, and shall expire sixty (60) calendar days thereafter. This time period is hereinafter referred to as the "Due Diligence Period."

Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced above, and any other tests, evaluations, and verifications of the Property deemed necessary or appropriate by BUYER, which potentially include but are not limited to: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions, including Phase I Environmental Assessments; the square footage or acreage of the Property; the cost and availability of flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders or other undesirable residents residing in proximity to the Property; and any other matters deemed material to BUYER in making a decision to purchase the Property. Unless otherwise provided in this Agreement, Due Diligence shall be paid for by BUYER and shall be conducted by individuals or entities of BUYER's choice. BUYER agrees to pay for any damage to the Property resulting from any such inspections or tests.

SELLER agrees to cooperate with BUYER's Due Diligence, which includes allowing BUYER access to the Property to perform same. BUYER shall notify SELLER 48 hours in advance before accessing the Property or allowing third parties to do so during the course of Due Diligence.

Subject to BUYER's sole discretion, if BUYER determines that the results of Due Diligence are unacceptable, BUYER may, prior to the expiration of the Due Diligence Period, either rescind this Agreement, or resolve in writing with SELLER any objections BUYER has arising from BUYER's Due Diligence. If BUYER fails to take either of those actions prior to the expiration of the Due Diligence Period, BUYER is deemed to have waived the Due Diligence Condition, and remains bound by this Agreement to purchase the Property. If BUYER fails to purchase the Property after the expiration of the 60-day Due Diligence period, any and all deposits including the \$50,000.00 Deposit mentioned above, become nonrefundable.

BUYER intends to perform the following specific items of due diligence:

- BUYER will conduct a Phase I Environmental Study. Said study must show that the property is free and clear of all hazardous or toxic substances, materials, wastes, or hydrocarbons;
- BUYER will verify the availability, location, and cost to extend all utilities to the Property for BUYER's purposes;
- BUYER is responsible to perform all due diligence and feasibility studies, including but not limited to: soils test, title report, site plan and survey approval, and any other approvals BUYER may deem necessary at BUYER's sole and absolute discretion. In the event that, during the due diligence period, BUYER determines the site is not feasible for BUYER's intended use, the earnest money shall be returned to BUYER and this Agreement shall be made null and void.

BUYER has an absolute duty to prevent the filing of any mechanic's, engineer's, or other lien against the Property in connection with BUYER's due diligence and feasibility studies. BUYER shall indemnify SELLER from any such liens and any expenses, damages, costs, or attorney fees related thereto. BUYER shall provide SELLER with all information regarding BUYER's intended due diligence activities at least 48 hours in advance, where such activities involve any services performed or materials provided by any person or entity who would have a right to lien the Property for nonpayment. On demand of SELLER, BUYER shall provide proof of payment in full to all service providers in connection with BUYER's due diligence activities.

As a condition to allowing BUYER, or its engineers, analysts, contractors, agents and consultants access to the Property, BUYER shall obtain and deliver to SELLER a certificate of insurance or other evidence satisfactory to SELLER that BUYER has insurance coverage in an amount not less than two million dollars (\$2,000,000.00) naming SELLER as an additional insured, and a copy of such policy upon SELLER'S request.

In the event BUYER should fulfill all of BUYER'S obligations pursuant to this Agreement and should SELLER breach or be in default under any term of this Agreement or

defaults in performing SELLER'S obligations hereunder for any reason other than BUYER'S breach or default, BUYER shall be entitled to the following remedies only:

- a) waive the contractual obligations of SELLER in writing;
- b) extend the time for performance by such period of time as may be mutually agreed upon in writing by the Parties hereto;
- c) terminate this Agreement and receive a return of the Deposit;
- d) enforce specific performance of this Agreement.

7. CONDITION OF PROPERTY

BUYER acknowledges and agrees that in reference to the physical condition of the Property: BUYER is purchasing the Property in its "As-is" condition without express or implied warranties of any kind other than those expressly noted herein. BUYER shall have, during the Due Diligence Period, an opportunity to completely inspect and evaluate the condition of the Property. BUYER acknowledges that BUYER is relying solely on its own judgment and that of any third parties engaged by BUYER to review, evaluate, and inspect the Property's condition and suitability for BUYER's intended uses. BUYER acknowledges and agrees that any and all costs and undertakings related to improving the Property are the sole responsibility of BUYER. BUYER waives any and all liability on the part of SELLER for any condition that exists, has existed, or may exist on the Property.

BUYER acknowledges and agrees that portions of Adams Avenue Parkway ("Parkway") constitute a privately owned toll road, and that this status of the Parkway could potentially have an adverse effect on BUYER's present or future interests. BUYER hereby waives any claim it may have, now, or in the future, to alter the privately owned status of the Parkway, whether that claim may arise through administrative channels, or otherwise. BUYER agrees not to pursue any action or make any attempt through any means whatsoever to alter the privately owned status of the Parkway at any time in the future. This provision constitutes a COVENANT RUNNING WITH THE LAND ("Toll Road Covenant"), which Covenant can only be altered by explicit written agreement with Seller. BUYER agrees to execute any and all documents necessary, and otherwise cooperate to record this covenant with the Weber County Recorder or other private or public agency as necessary to enforce the covenant.

BUYER acknowledges and understands that SELLER has entered negotiations with Brad Larsen or his assigns (collectively "Larsen"), for the sale and purchase of a portion of APN 070800116, which is the parcel of real property adjacent to the Property to the South ("South Adjacent Property"). BUYER understands and acknowledges that SELLER makes no representations to BUYER regarding the sale of the South Adjacent Property to Larsen, or the terms and conditions of the sale of the South Adjacent Property to Larsen, or the development and/or use of the South Adjacent Property by Larsen.

SELLER understands that BUYER has entered into discussions with Larsen regarding the construction of a detention facility, storm drain, water main, sewer line, and a twenty

foot (20') easement from 5700 South to the Property (collectively "Infrastructure"). BUYER agrees that SELLER is not and will not be responsible for, nor does SELLER specifically make any representations regarding, the construction of the Infrastructure, and that any such negotiations and discussions regarding the Infrastructure are solely between BUYER and Larsen.

8. LEGAL RELATIONSHIP OF PARTIES DEFINED AND RESTRICTED

The relationship of the Parties to this Agreement is restricted to seller and purchaser. Nothing contained herein shall be construed as creating a relationship of principal and agent, employer and employee, principal and broker, partners, donor and donee, or any relationship whatever except that of seller and purchaser.

Except for the specific representations, warranties, and remedies contained in Section 6 above, Buyer hereby fully and forever releases, acquits and discharges Seller of and from, and hereby fully and forever waives any and all claims, actions, causes of action, suits, proceedings, demands, rights, damages, costs, expenses, or other compensation whatsoever, whether known or unknown, direct or indirect, foreseeable or unforeseeable, absolute or contingent, that Buyer now has or may have or which may arise in the future arising out of, directly or indirectly, or in any way connected with the Property or any other matters relating to the Property, including, without limitation, any environmental condition on the Property.

9. RECITALS

The Parties acknowledge that the "Whereas" clauses preceding are true and correct, and are incorporated herein as material parts to this Agreement.

10. INSTRUMENT AS ENTIRE AGREEMENT

This instrument and its addenda contain the entire Agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

11. EFFECT OF AGREEMENT

This Agreement shall inure to the benefit of and be binding on the heirs, executors, administrators, assignees, and successors of the respective parties.

12. GOVERNING LAW

This Agreement shall be construed according to the laws of the State of Utah. The Parties agree that any action at law, suit in equity, or other judicial proceeding for the

enforcement of this contract or any provision thereof shall be instituted only in the courts of Utah, Weber County, except where bringing suit in that county is impracticable.

13. TIME

Time is of the Essence with regard to the dates and all obligations of the Parties set forth in the Agreement. Performance which references a date is required by 5:00 PM Mountain Time on the stated date. The terms “days” and “calendar days” shall mean calendar days, excluding Saturdays, Sundays, and legal holidays, and shall be counted beginning on the day following the event which triggers the timing requirement. “Legal holidays” are defined as any day designated by either the State of Utah or the United States governments as holidays, and on which the operations of either the United States Postal Service or the Utah courts are suspended. When the end of a prescribed period falls on a Saturday, Sunday, or legal holiday, the time when performance is due is 5:00 PM Mountain Time on the next day that is not a Saturday, Sunday, or legal holiday.

14. WAIVER/AMENDMENT/MODIFICATION.

No waiver or modification of this agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

15. CLAUSE HEADINGS

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the clauses to which they pertain.

16. INTERPRETATION

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Agreement has been negotiated by and between attorneys for the Parties and shall not be construed against the “drafter” of the Agreement.

17. NO ASSIGNMENT

This Agreement and the rights and obligations of BUYER hereunder are personal to BUYER. The Agreement may not be assigned by BUYER without the prior written consent of SELLER. The transfer of BUYER’s interest in the Agreement to any

business entity in which BUYER holds a legal interest, including but not limited to a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer") shall not be treated as an assignment by BUYER that requires SELLER's prior written consent. No provision found elsewhere in this Agreement shall be construed to constitute SELLER's written consent to anything other than a Permissible Transfer.

18. FUTURE DOCUMENTS

The Parties agree to furnish and sign any and all future documents necessary to facilitate the terms of this Agreement, and to do any other act reasonably necessary for same.

19. INSURANCE AND RISK OF LOSS

As of Closing, it shall be BUYER's responsibility to obtain such casualty and liability insurance coverage on the Property in amounts acceptable to BUYER and/or BUYER's lender, as applicable.

If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller. If however, any such damage or destruction is caused, directly or indirectly, by BUYER or any third party acting as BUYER's agent, BUYER shall bear the risk of loss for any such damage, and all of BUYER's obligations of performance under this Agreement shall remain in full force.

20. SEVERABILITY OF PROVISIONS

It is understood and agreed by the parties that if any part, term, or provision of this contract is held by a court of competent jurisdiction to be illegal, unenforceable, or otherwise invalid for any reason, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term, or provision held to be invalid.

21. MEDIATION

The Parties agree that in the event of any dispute between the Parties arising out of or relating to this Agreement, the Parties will attempt to resolve said dispute through formal mediation prior to bringing any action in court.

22. COSTS AND ATTORNEY FEES

Upon prevailing in any action in court to enforce any portion of this Agreement, either Party shall be entitled to recover costs and attorney fees from the other, in addition to any other remedy.

23. NO OFFER

The parties agree that offer and acceptance has occurred only when this document is mutually executed by both BUYER and SELLER, it being understood that the delivery of this document does not constitute an offer of any kind.

24. ELECTRONIC TRANSMISSION AND COUNTERPARTS

This Agreement may be executed in counterparts, and transmission of any signature may be made by electronic means, including but not limited to fax and/or email. Delivery of a signature through electronic means shall have the same effect as delivery of an original.

26. NO THIRD PARTY BENEFICIARY

No term or provision of this Agreement is intended to, or shall be, for the benefit of any person not a party hereto and no such person shall have any right or cause of action hereunder.

AGREED AND ENTERED INTO EFFECTIVE AS OF THE DATE STATED ABOVE

Bruce Stephens, for
Pleasant Valley Ranch, LLC
SELLER

SUBSCRIBED AND SWORN before me this _____ day of _____, 2016.

NOTARY PUBLIC

for City of Washington Terrace
BUYER

SUBSCRIBED AND SWORN before me this _____ day of _____, 2016.

NOTARY PUBLIC

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**City of Washington Terrace
Redevelopment Agency Meeting
Tuesday, May 17, 2016
following the Regular City Council Meeting
City Hall Council Chambers
5249 South 400 East, Washington Terrace City**

1. ROLL CALL

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

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

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM DECEMBER 1, 2015

4. NEW BUSINESS

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

Staff will provide a presentation regarding budget issues concerning Redevelopment Project Areas.

5. SPECIAL ORDER

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

5.1 PUBLIC HEARING: TO HEAR COMMENT ON THE FISCAL YEAR 2016 AMENDED BUDGET, FISCAL YEAR 2017 TENTATIVE BUDGER, AND FISCAL YEAR 2018-2021 BUDGET PLAN

6. COMMENTS CONSIDERED

7. ADJOURNMENT OF MEETING: CHAIR ALLEN

CERTIFICATE OF POSTING

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

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

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City of Washington Terrace

Minutes of a Redevelopment meeting
Held on December 1, 2015
Immediately following the Regular City Council Meeting
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of

CHAIR, BOARD, AND STAFF MEMBERS PRESENT

- Chair Allen
- Board Member Johnston
- Board Member Brown
- Board Member Jensen
- Board Member Monsen
- Vice-Chair Shupe
- City Manager Tom Hanson
- Secretary Amy Rodriguez
- Public Works Director Steve Harris
- City Treasurer Laura Gamon
- Lt. Jason Talbot

Others Present

Charles and Reba Allen, Scott Barker, Scott Harbertson

1. ROLL CALL

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM NOVEMBER 17, 2015

Items 3.1 and 3.2 approved by general consent.

4. NEW BUSINESS

4.1 PRESENTATION/DISCUSSION/DIRECTION: ECONOMIC DEVELOPMENT CORPORATION OF UTAH

Hanson introduced the community relations director with the Economic Development Corporation of Utah, Scott Harbertson. Hanson stated that the EDCU is a resource for economic development.

Harbertson stated that there are around 330 Members of the Corporation, private and public sectors included. He stated that each municipality that joins receives a seat on the board. He

47 stated that there are weekly newsletters and monthly updates on projects that are currently
48 happening in Utah. He stated that there is a research department at the facility that will assist in
49 analysis of any economic endeavor. He stated that the annual fee would be around \$2500.00. He
50 stated that there are grant opportunities available for economic development.

51 Board Member Monsen asked if the corporation helps the city in selling a project. Harbertson
52 stated that they have a sure site program if the area is ready for development.

53

54 Harbertson stated that the EDCU does not have a strong emphasis on retail development. He
55 stated that they focus on bringing in companies that would bring in jobs to Utah. Mayor Allen
56 stated that the city has land that needs developing.

57

58 Board Member Jensen stated that the organization would be bringing companies to us instead of
59 the City going out to find companies. Board Member Monsen asked if the organization has
60 people who would offer help as to the best use of properties that the city has. Harbertson stated
61 that the business development managers would come out to tour the city. He stated that the
62 contract would be year to year.

63

64 Board Member Monsen stated that he feels that the city should join the corporation. Board
65 Member Shupe agreed, stating that it would generate some thought process in the city. Board
66 Member Jensen agreed to pursue. Board Member Brown stated that he is not convinced that it is
67 a good fit at this time because the city is limited on land. Board Member Johnston stated that the
68 city has a hard time finding out what the city is about and feels that some direction and
69 connections would be good for the city. Mayor Allen suggested talking with the landowner about
70 joining as a private company.

71

72 The direction to staff is to join the organization for a year at this time.

73

74 **5. COMMENTS CONSIDERED**

75 There were no comments considered.

76

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

78 Chair Allen adjourned the meeting at 7:22 p.m.

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82 _____
Date Approved

_____ **City Recorder**

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