



**Regular City Council Meeting**  
**Tuesday, May 19, 2015**  
**City Hall Council Chambers**  
**5249 South 400 East, Washington Terrace City**  
**801-393-8681**  
[www.washingtonterracecity.com](http://www.washingtonterracecity.com)

1. **WORK SESSION:** **5:00 p.m.**  
FY 2015 Amended Budget, FY 2016 Tentative Budget, and FY 2017- 2020 Budget Plan Topics to include, but not limited to: General governmental activities
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 5, 2015, MEETING MINUTES**
6. **SPECIAL ORDER**  
Special orders will proceed as follows: Chair introduction of item, staff/applicant presentation, questions By Council, Chair opens public hearing, citizen input; Chair closes public hearing, then Council final Discussion.
  - 6.1 **PUBLIC HEARING: ENTERPRISE FUND TRANSFER**  
To transfer up to all fees for each enterprise utility fund for any municipal owned or operated facility so such fees remain in the General Fund.
  - 6.2 **PUBLIC HEARING: FISCAL YEAR 2015 AMENDED BUDGET, FISCAL YEAR 2016 TENTATIVE BUDGET, AND 2017-2020 BUDGET PLAN**

For more information on these agenda items, please visit our website at [www.washingtonterracecity.org](http://www.washingtonterracecity.org)

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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.

7. **CITIZEN COMMENTS**  
This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.
  
8. **COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS**  
Council and staff will consider and address concerns and take appropriate measures to follow up on any comments made in the citizen comments item on the agenda.
  
9. **NEW BUSINESS**
  - 9.1 **PRESENTATION: FY 2015 AMENDED BUDGET, FY 2016 TENTATIVE BUDGET AND FY 2017-2020 BUDGET PLAN**  
Staff will provide a summary of topics presented in the work session to include, but not limited to: General governmental activities
  
  - 9.2 **MOTION/RESOLUTION 15-06: INTERLOCAL AGREEMENT WITH WEBER COUNTY FOR RECREATION, ARTS, MUSEUM AND PARKS (R.A.M.P.) FUNDING FOR THE ROHMER PARK BASEBALL FIELDS BACKSTOP FENCING PROJECT**  
The City has received \$9,000 for fencing at Rohmer Park near the baseball fields.
  
  - 9.3 **MOTION/RESOLUTION 15-07: INTERLOCAL AGREEMENT WITH WEBER COUNTY FOR RECREATION, ARTS, MUSEUM AND PARKS (R.A.M.P.) FUNDING FOR THE LIONS PARK PLAY STRUCTURE PROJECT**  
The City has received \$13,000 for funding of new playground equipment at Lions Park.
  
  - 9.4 **MOTION/ORDINANCE 15-04: AMENDMENT TO MUNICIPAL CODE 17.44.200 "LANDSCAPING REGULATIONS"**  
An ordinance concerning trees in the park strips in Commercial Areas and along Adams Ave. Parkway
  
  - 9.5 **PRESENTATION: SHERIFF'S OFFICE MONTHLY REPORT**  
A report from the Weber County Sheriff's Office regarding activity in the month of April 2015.
  
  - 9.6 **PRESENTATION: COMMUNITIES THAT CARE PROGRAM UPDATE**  
A Presentation on the activities by the Communities that Care Program.
  
10. **COUNCIL COMMUNICATION WITH STAFF**  
This is a discussion item only. No final action will be taken.
  
11. **ADMINISTRATION REPORTS**  
This is an opportunity for staff to address the Council pertaining to administrative items.
  
12. **UPCOMING EVENTS**  
May 25<sup>th</sup>: Memorial Day Observance- City Offices Closed

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May 28<sup>th</sup>: Planning Commission Meeting- 6:00 p.m.- Cancelled  
June 2<sup>nd</sup>: Council Work Session- 5:00 p.m.  
June 2<sup>nd</sup>: Council Meeting – 6: p.m.  
June 13<sup>th</sup>: TERRACE DAYS  
June 16<sup>th</sup>: City Council Meeting 6:00 p.m.

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

14. **RDA MEETING (Immediately following the regular scheduled meeting)**

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# City of Washington Terrace

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Minutes of a Regular City Council meeting  
Held on May 5, 2015  
City Hall, 5249 South 400 East, Washington Terrace City,  
County of Weber, State of

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## **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT AT WORK SESSION**

11 Mayor Mark C. Allen  
12 Mayor Pro-Tempe Val Shupe  
13 Council Member Mary Johnston – arrived at 4:47 p.m.  
14 Council Member Robert Jensen  
15 Council Member Scott Monsen – arrived at 4:58 p.m.  
16 Council Member Blair Brown -Excused  
17 City Recorder Amy Rodriguez  
18 City Manager Tom Hanson  
19 Finance Director Shari’ Garrett  
20 City Treasurer Laura Gamon

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### **1. WORK SESSION: 4:30 p.m.**

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#### **Budget Issues and Priorities**

26

##### **Meter Reading System**

27 Hanson stated that there are funds in the budget to move on with the AMI water meter reading system.  
28 He stated that the City will not need to raise rates, taxes, or go out for a loan for this project. Staff will  
29 install the meters. Garrett stated that the installment and equipment is budgeted at \$780,000 and has been  
30 built into the budget and future budget plan.

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32

##### **Construction of New Public Works Facility**

33 Hanson stated that preliminary planning has been budgeted. The shop construction and land is estimated  
34 at 5.5 million. Hanson stated that the City can handle that level of debt with the current proposed rate  
35 schedule. Hanson stated that he wants to make sure that this is the direction that Council would like to  
36 take. He wants to make sure that Council wants to continue with this direction. Garrett explained how the  
37 City will approach the funding for the facility. She stated that any activity that goes through public works  
38 will help fund the facility. She stated that the interest rates will reflect a normal rate curve.

39  
40

##### **Utility Rates**

41 Hanson stated that there will be no increase on water and sewer, and .70 on refuse and .25 on storm,  
42 yielding an increase of .95 cents. Hanson stated that the cost of processing late fees has increased. He  
43 stated that staff is proposing a \$15.00 late fees, noting that the fee has not been adjusted in many years.  
44 Gamon noted that people who have not been late before will not see the late fee because the first late fee  
45 is usually waived. She also noted that the reconnect costs have also increased, however an increase is not  
46 being proposed. Gamon stated that there is a small grace period before the late fee is charged, taking into  
47 account that many people do not receive a check until the first of the month. Gamon stated that her staff  
48 works with residents who call and explain their situation. Garrett stated that it is important to keep in

49 mind that when the City acquires more date, the debt reserve requirements require that the City show that  
50 they can pay on the loan and rates are a large part of that.

51

52 **Personnel**

53 Hanson stated that Utility funds pay portions of personnel cost. Hanson stated that the direction was  
54 given by Council to retain employees as best as we can with the pay plan philosophy and keep up with  
55 the marketplace. Hanson stated that the baseline is based on the average in the area, dropped ten percent,  
56 and hold out 4 percent for pay for performance. Garrett stated that budgeted personnel requirements is  
57 expected to change by 1.46 percent. Garrett stated that staffing changes and staffing requirements have  
58 kept benefits low.

59

60 **Waste Collection Contract**

61 Garrett stated that the contract is the biggest operating contract that we have for waste. She stated that the  
62 contract will expire in 2018 and will have to be rebid or renegotiated.

63

64 **Waste Disposal**

65 Garrett stated that trends and the cost of trends are budget items to be considered. She stated that the  
66 more recycled material that is collected is more money that we receive. Hanson stated that recycling will  
67 help control the cost of refuse.

68

69 **Public Works Facility**

70 Garrett stated that the full impact will be shared with the refuse fund and built into the rate schedule.

71

72 **Billable Customer Base**

73 Garrett noted that the City is just about built out, meaning that there will not be many more users coming  
74 into the system to help share the costs.

75

76 **Water Budget Considerations**

77 Garrett stated that the operating requirements for water are estimated to increase. She stated that  
78 operating costs are a big driver of rate increase.

79

80 **Capital Requirements**

81 Garrett explained that the City is not exhausting all its capital capacity to fund debt. She explained that  
82 capital is funded down to debt. She explained the impact of the Public Works Facility. Garrett stated that  
83 the City has adopted the pay as you go philosophy.

84

85 **Revenue**

86 Garrett stated that the contract with Weber Basin Water is a generator of around \$40,000 a year and is a  
87 great benefit. She also stated that the CDBG award of around \$100,000 to go towards the upgrade of the  
88 water tank. She stated that a concern is the billable customer base because it is limited to new growth or  
89 existing customers.

90 Garrett stated that she is estimating very low operating costs, with a flat increase charge for services.

91

92 **Sewer**

93 Garrett stated that operating costs are a big budget consideration, noting that there are slight increases in  
94 2016, but a larger increase is estimated for 2020 with Central Weber Sewer due to federal mandates.  
95 She stated that there is a zero increase in sewer rates for 2016.

96

97 Garrett stated that the capital capacity was brought down to debt within this area. She stated that the  
98 sewer has less capital demand than the water fund.  
99 Garrett stated that challenges include the billable customer base and user fees.

100

101 **Storm Water**

102 Garrett stated that the rate does not have a lot of capital requirements built into it because it is relatively  
103 new. She stated that there will need to be additional capital requirements. The same budget  
104 considerations apply, which are the billable customer base and user fees.

105

106 Garrett noted that 85 percent of the financing of the new Public Works shop is covered in Utility. She  
107 stated that the funding is estimated at around \$7 million after interest is factored in. Council agreed that  
108 they are fine with the plan to fund the Public Works Shop. Council agreed that they are fine with the  
109 requirement to raise the rates .95 cents, noting that water and sewer will not be increasing.

110

111

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

113 Mayor Mark C. Allen

114 Mayor Pro-Tempe Val Shupe

115 Council Member Mary Johnston

116 Council Member Robert Jensen

117 Council Member Scott Monsen

118 Council Member Blair Brown -Excused

119 City Recorder Amy Rodriguez

120 Public Works Director Steve Harris

121 City Attorney Bill Morris

122 Finance Director Shari' Garrett

123

124 **Others Present**

125 Charles and Reba Allen, Del Kraaima, Jeff Tilley, Jacquette Werner, Tim Hahn, Daniel Hahn

126

127 **2. ROLL CALL**

**6:00 p.m.**

128

129 **3. PLEDGE OF ALLEGIANCE**

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131 **4. WELCOME**

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133 **5. CONSENT ITEMS**

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135 **5.1 APPROVAL OF AGENDA**

136 **5.2 APPROVAL OF APRIL 21, 2015, MEETING MINUTES**

137 Items 5.1 and 5.2 were approved by general consent.

138

139 **6. CITIZEN COMMENTS**

140 There were no citizen comments.

141

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

144 Due to lack of citizen comments in item 6, item 7 is unnecessary.

145

146 **8. NEW BUSINESS**

147 **8.1 MOTION RESOLUTION 15-05: A RESOLUTION OF THE CITY OF**  
148 **WASHINGTON TERRACE, UTAH, ACCEPTING THE ANNEXATION**  
149 **PETITION FILED BY PLEASANT VALLEY RANCH, LLC, RISKY III, LLC,**  
150 **AND ANCHOR LAND & CATTLE, LLC**

151 Morris stated that South Ogden has expressed interest in modifying their annexation plan.  
152 He stated that the Landowner, Mr. Stephens, expressed interest in annexing a portion of his  
153 property into Washington Terrace. Morris stated that Mr. Stephens proposed and filed a  
154 petition to annex some of his property into Washington Terrace. Morris stated that the  
155 petition has been filed with Weber County. The Weber County Planning Division stated to the City  
156 that there are no concerns with the petition.

157 Morris stated that it is approximately 9.928 acres east of Adams Ave. along the frontage of 5700  
158 South. Council Member Monsen asked if there is more property to be annexed. Morris stated that  
159 there was and more property may be annexed into the City at the time of development. Morris stated  
160 that this portion will block South Ogden from annexing into Washington Terrace property.  
161 Morris explained the annexation process timeline to Council. Morris stated that the property will be  
162 annexed into the City at the zoning that it has with the County. Zoning may be changed later on in  
163 the process after discussions with Mr. Stephens. Mayor Pro-Tempe Shupe thanked Hanson and those  
164 others who helped expedite this process.

165  
166 **Motion by Council Member Johnston**  
167 **Seconded by Council Member Jensen**  
168 **To approve Resolution 15-05**  
169 **Accepting the annexation petition filed**  
170 **By Pleasant Valley Ranch LLC, Risky III, LLC**  
171 **And Anchor Land & Cattle, LLC**  
172 **Approved unanimously (4-0)**  
173 **Roll Call vote**  
174 .  
175

176 **8.2 PRESENTATION: FY 2015 AMENDED BUDGET, FY 2016 TENTATIVE BUDGET**  
177 **AND FY 2017-2020 BUDGET PLAN**

178 Garrett presented an overview of the budget work session held earlier in the evening. She  
179 highlighted major budget issues as the water meter reading system, Public Works Facility  
180 Construction, Personnel, and Utility Rates. She stated that the utility rates are expected to  
181 increase .95 cents. She stated that the increase will be seen in refuse and storm water. The  
182 increase will be used to fund operating costs and capital requirements.

183 Mayor Pro-Tempe Shupe confirmed that water and sewer rates are to remain flat.  
184

185 **8.3 MOTION: TO TENTATIVELY APPROVE THE TENTATIVE BUDGET**

186 **Motion by Council Member Jensen**  
187 **Seconded by Council Member Johnston**  
188 **To tentatively approve the tentative budget**  
189 **Approved unanimously (4-0)**  
190

191 **8.4 PRESENTATION: FINANCE DEPARTMENT QUARTERLY REPORT**

192 Garrett stated that sales tax is coming in healthier than expected. She stated that point of sales tax has  
193 also increased. She stated that the strong estimates will move forward in budget projections.

194 Garrett stated that there is a decrease in franchise tax collections, due to the mild winter. Garrett stated  
195 that permits and licensing will have a sharp decline. Garrett stated that the General Fund as a whole is on  
196 track at 73 percent earned. Garrett stated that the refuse fund is meeting projections, however revenue is

197 slightly down. Garrett stated the water operating funds are meeting projections. She stated that revenues  
198 and expenditures are down this year because of the STAG funds that were received last year. She is not  
199 expecting any budget adjustments at this time. Garrett stated that Storm Drain funds are meeting  
200 projections with no budget adjustments expected at this time.  
201

#### 202 **8.5 MOTION/ORDINANCE 15-03: APPROVAL OF FALCONRY ORDINANCE**

203 Morris stated that the Planning Commission gave its recommendation to approve the ordinance. The  
204 Planning Commission made several changes to the ordinance. The approval of the ordinance will allow  
205 falconry into the municipal code. Morris stated that staff met with the representatives of the State  
206 government, Planning Commissioners Allen and Reynolds, the owner of the falcon, and neighbors. He  
207 stated that the ordinance was changed to adopt state rule 657-20, which outlines rules for the keeping and  
208 care of falcons. Morris stated that the Planning Commission made additional changes at the meeting. He  
209 stated that the number of falcons allowed was a substantial change to the ordinance.

210 Council Member Mosen questioned the number of falcons that could be allowed. Morris stated that a  
211 master falconry can have up to 5 birds under state rule. The proposed ordinance adopted the state rule by  
212 reference. Morris stated that according to the Attorney General, the City cannot regulate hunting;  
213 however the City is allowed to regulate zoning, including the number of animals. Morris stated that there  
214 are 32 pages of regulations on how to govern the birds in state rule. Morris stated that Council can set the  
215 limit on the number of birds.

216 Mayor Pro-Tempe Shupe clarified that the ordinance is allowing people to own the birds and have them  
217 on their property. He stated that the ordinance is not restricting the hunting or flying of the birds. He  
218 stated that he is opposed to the ordinance. He has concerns that staff will have to monitor and regulate the  
219 pens and other things that go along with that. He stated that he feels that as a Council, they have a  
220 responsibility to other citizens that live in the neighborhood. Mayor Pro-Tempe Shupe stated that he feels  
221 that the lots in the City are small and it is difficult to disregard other neighbors in that area.

222 Council Member Mosen questioned if the City even has a choice because it is regulated in state rule.  
223 Morris stated that according to the Attorney General, the City can regulate the number of falcons down to  
224 zero as a zoning issue. Morris stated that staff met with some neighbors who had concerns and the falcon  
225 owner has taken steps to alleviate the concerns. Mayor Pro-Tempe Shupe stated that a resident called him  
226 stating the pigeons that were being fed to the falcon leave body parts and have been dragged into the  
227 house by their dogs. Morris stated that the ordinance stated that there would be no keeping or feeding of  
228 live animals.

229 Council Member Jensen stated that he has spoken to residents who were surprised that the Council would  
230 even entertain the motion to have this opportunity in the City. He agreed with Council Member Shupe  
231 that the yard sizes are in close proximity to families with young children and older residents. He stated  
232 that it is difficult to regulate how people take care of their animals. Council Member Jensen stated that he  
233 is against the ordinance.  
234

235 **Motion by Council Member Jensen**  
236 **Seconded by Council Member Johnston**  
237 **To approve Ordinance 15-03 "Falconry"**

238 **Motion Fails (1-3)**

239 **Roll Call Vote**

240 **Council Member Johnston- Nay**

241 **Council Member Jensen- Nay**

242 **Council Member Shupe- Nay**

243 **Council Member Mosen- Aye**  
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**9. COUNCIL COMMUNICATION WITH STAFF**

\* Council Member Jensen asked if Weber Basin has put out any restrictions on water use. Harris stated that they have not issued any restrictions at this point. Morris stated that the City can put restrictions on watering. The Mayor would implement a drought declaration. This would allow law enforcement officers to enforce watering. Council Member Monsen stated that he would be in favor of putting in some water regulation guidelines. Council Member Johnston asked for a report from Harris on recommendations from Weber Basin Water.

\* Mayor Pro-Tempe Shupe asked if there has been any progress with the water pressure on 5600 South. Harris will review and report to Council. Mayor Pro-Tempe Shupe expressed his appreciation to the Public Works Crew for their work on 5600 South.

**10. ADMINISTRATION REPORTS**

There were no administrative reports. Mayor Pro-Tempe Shupe read a “What’s Right with Washington Terrace” article concerning the celebration of VE Day on May 8<sup>th</sup>.

**11. UPCOMING EVENTS**

- May 19<sup>th</sup>: Work Session- Budget Discussions 5:00 p.m.
- May 19<sup>th</sup>: City Council Meeting- 6:00 p.m.
- May 25<sup>th</sup>: Memorial Day Observance- City Offices Closed
- May 28<sup>th</sup>: Planning Commission Meeting- 6:00 p.m.

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

Mayor Pro Tempe Shupe adjourned the meeting at 6:50 p.m.

**13. RDA MEETING (Immediately following the regular scheduled meeting)**

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**Date Approved**

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**City Recorder**

# City Council Staff Report



**Author:** Shari' Garrett  
**Subject:** Budget Transfer  
**Date:** May 19, 2015  
**Type of Item:** Public Hearing

**Summary Recommendations:** That the City Council receives public comment on transferring up to all fees for each utility fund for any municipal owned or operated facility so that such fees remain in the General Fund.

## Description:

### A. **Topic: Enterprise Fund Budget Interfund and Subsidy Transfers**

#### B. **Background:**

The proposed budget transfer would allow for the estimated value of utility services consumed by City owned and operated facilities to be waived without consideration of repayment to the utility funds.

The value of the utility services consumed has been estimated/calculated at the same rates as other similar customers of the utility.

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

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

#### B. **Analysis:**

Staff uses a reasonable calculation or estimation to determine the amount of these services provided. The estimated amount for all services combined is \$92,673 for FY 2016.

From the Refuse Fund to the General Fund	\$3,693
From the Water Fund to the General Fund	\$72,060
From the Sewer Fund to the General Fund	\$1,637
From the Storm Water Fund to the General Fund	\$15,283

### C. **Department Review By:** City Manager & Finance

**City of Washington Terrace**  
County of Weber, State of Utah

**RESOLUTION NO. 15-06**

**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 \_\_\_\_\_ 2015.

**DATED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

**CITY OF WASHINGTON TERRACE**

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**Mark C. Allen, Mayor**

**ATTEST:**

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**Amy Rodriguez , City Recorder**

**Roll Call Vote**

**Council Member Blair Brown**    \_\_\_  
**Council Member Robert Jensen**    \_\_\_  
**Council Member Mary Johnston**    \_\_\_  
**Council Member Scott Monsen**    \_\_\_  
**Council Member Val Shupe**    \_\_\_

2015-125

**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 7th day of April, 2015, 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 City, 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, 2015, 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, 2016, 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:

Rohmer Park Baseball Fields Backstop Fencing . . . . . \$9,000

**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:

\_\_\_\_\_



# RAMP GRANT APPLICATION 2015

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**  
 Recreational Facility

**Arts & Museums**  
 Cultural Facility  
 Cultural Organization

RECEIVED  
RCS 15/20/15

## 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: 1942 Federal Tax ID Number: 12293279-002-STC

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:** Rohmer Park Baseball Fields Backstop fencing. Priority of This Project:  1  2  3  
(If you have multiple requests)

Funds Requested From RAMP: \$ 10,290.00 Total Cost of Project: \$ 14,700.00  
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: 5100 S 650 W. WTC UT, 84405

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

The City looks to replace the three baseball field backstop and Dugout fencing structures at Rohmer Park. The current fencing has been there for decades and is starting to crumble. The middle of the fences are collapsing, and bottoms and tops of the fences are curling outward creating a safety hazard for the counties recreation participants. The City has received several bids to replace the fencing fabric surrounding the parks baseball fields. In the application provided there are pictures of the fencing structure failing along with the competitive bids. The baseball fields at Rohmer Park accommodate Washington Terrace City, Riverdale City, South Weber City, South Ogden City, Ogden Valley and Ogden City baseball recreation programs.

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

Describe How Many People Will Be Affected By This Project and How:  
Rohmer Park serves the entire Weber County community. The baseball fields at Rohmer Park accommodate Washington Terrace City, Riverdale City, South Ogden City, South Weber City, Ogden Valley and Ogden City baseball recreation programs.

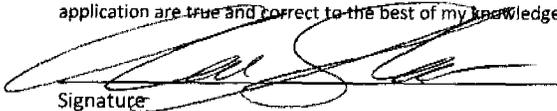
Explain What Funding Resources Your Organization Has:  
Taxes & Fees

Tell How You Plan To Show RAMP Sponsorship and or Signage For This Project:  
The City will provide a very large sign to signify the sponsorship of the R.A.M.P funding. The City will also advertise the R.A.M.P sponsorship through the City newsletter and facebook page.

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 16, 2015. EZ Grants – April 17, 2015**)
- 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

01/12/15  
Date

**FILING DEADLINE FOR MAJOR GRANTS: January 16, 2015 5:00 pm**  
**FILING DEADLINE FOR REGULAR GRANTS: January 16, 2015 5:00 pm**  
**FILING DEADLINE FOR EZ GRANTS: April 17, 2015 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 801 399-8604 shalacy@co.weber.ut.us  
Chris Ward 801 399-8709 cward@co.weber.ut.us



Rohmer Park Baseball Fields Backstop/ Dugout Fencing RAMP Application Detailed Budget

Product/ Installation	\$14,700.00
Total	\$14,700.00

RAMP Funds Requested	\$10,290.00
City Matching Funds 30%	\$4,410.00
Total	\$14,700.00

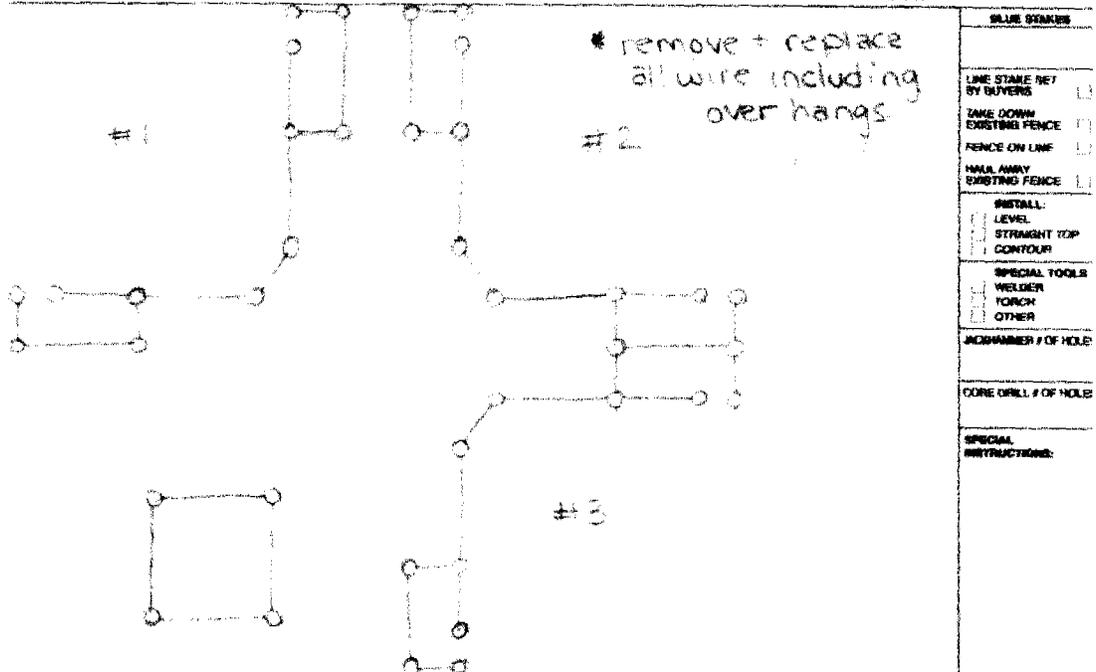


720 West 1700 South - Salt Lake City, Utah 84104  
 Office: (801) 355-1190 - Fax: (801) 953-1834  
 Web Site: www.wasatchfence.com  
 Licensed / Insured / Bonded  
 Lic#5129909-5501

**PROPOSAL**

PHONE: 301-928-0540 DATE: 1/15/15 R/O NO.  
 PHONE - JOB SITE: ATTN: Aaron SALESMAN: CR

TO: Aaron Solomon  
 JOB ADDRESS: 5100 S 600 W CITY: UT ZIP:  
 NEAR: Washington Terrace City LOT NO. BLK. TRACT  
 BILLING ADDRESS (if different): CITY/ZIP



**BLUE STAINING**

LINE STAKE SET BY BUYERS   
 TAKE DOWN EXISTING FENCE   
 FENCE ON LINE   
 HULL AWAY EXISTING FENCE

**INSTALL:**  
 LEVEL STRAIGHT TOP   
 CONTOUR

**SPECIAL TOOLS:**  
 WELDER   
 TORCH   
 OTHER

HAMMER # OF HOLES  
 CORE DRILL # OF HOLES

**SPECIAL INSTRUCTIONS:**

FABRIC		GALV		LINE POSTS			RAIL			BARS/WIRE			BARS		BOTTOM WIRE		SLATS			
FOOTAGE	HEIGHT	GALNKG	OR PVC	TUBE	20	40	TUBE	20	40	#	UP	OUT	IN	UP	DOWN	YES	NO	COLOR	POS	P.L.
400	3'	9	GAL													3"				
200	3'	11	GAL													3"				
200	6'	11	GAL													3"				

FOOTAGE		HEIGHT		POSTS			WOOD DESCRIPTION						VINYL STYLE
FOOTAGE	HEIGHT	DIAMETER	WOOD	STEEL	VINYL	# OF RAILS	TOP CAP	D.E. BOARDS	STAINED	FACE BOARDS	FINISH	STAIN #	VINYL STYLE
200	6'	3"	3/4"				YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>	YES <input type="checkbox"/>	IN <input type="checkbox"/>	STAIN #	
300	6'	3"	3/4"				NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>	NO <input type="checkbox"/>	OUT <input type="checkbox"/>		

POSTS		RAILS		PICKETS		EXTRAS		
FOOTAGE	HEIGHT	O.D.	SPACED	SIZE	SPACING	PORT TOP	SIZE	(OR COLOR)

NO.	SIZE	TYPE	COLOR	NO. SOL.	NO. DR.	NO. RAIL	WIDTH / HEIGHT	FRAME	STYLE
							X		
							X		
							X		
							X		

FOR THE SUM OF	\$
TAX	\$
TOTAL	\$14,700.00
DOWN PAYMENT	\$
BALANCE DUE	\$
EXTRAS	\$
NEW BALANCE	\$

SELLER:   
 SUBMITTED BY: SALESMAN

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS PROPOSAL.

ACCEPTED BY:

# Proposal



Ace Fab & Fencing, Inc  
2468 S 1620 W  
Ogden, Utah 84401  
801-392-7391  
Fax: 801-392-7412  
acefabweld.com

## Submitted To

Washington Terrace City  
Job: Romer Park  
aaron@washingtonterracecity.org

1-15-15

Attn: Aaron Solomon  
Phone # 801-928-0540

## Itemized Estimate

<b>South Field</b> Replace chainlink wire only using all existing frame work 128' of 6' Tall 50' of 12' Tall 80' of 16' Tall with 6' Overhang Total	\$6,500.00
<b>North West Field</b> Replace chainlink wire only using all existing frame work 128' of 6' tall 80' of 12' tall 57' 16' Tall with 6' Overhang Total	\$5,800.00
<b>East Field</b> Replace chainlink wire only using all existing frame work 128' of 6' tall 80' of 12' tall 57' 16' Tall with 6' Overhang Total	\$5,800.00
<b>Batting Cage</b> Replace chainlink wire only using all existing frame work 160' of 12' Tall Total	\$2,700.00
<b>Total For All</b>	<b>\$20,800.00</b>

**Proposal must be signed and returned to be placed on the schedule.**

### Signatures...

We propose, hereby furnish material and labor - complete in accordance with above specifications for the above sum.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Acceptance of Proposal. In authorizing the acceptance of this proposal the above prices, specifications and



**MOUNTAIN STATES FENCE**

3737 SOUTH 500 WEST - SALT LAKE CITY, UTAH 84115 - (801) 261-4224 - 1-800-873-3623 - FAX (801) 261-4509

**WE PROPOSE TO PERFORM THE FOLLOWING DESCRIBED WORK IN ACCORDANCE WITH THESE TERMS AND CONDITIONS INCLUDING THOSE PRINTED ON PAGE 2. WHICH UPON YOUR ACCEPTANCE CONSTITUTES YOUR OFFER TO PURCHASE.**

QUOTATION TO:	NAME: Washington Terrace City	DATE: 1/15/2015
	ADDRESS: 5249 S. Pointe Drive	PROPOSAL NO: NG11415
	Washington Terrace, UT 84405	PRICE EFFECTIVE UNTIL:

ATTN: Aaron Solomon	Re: Baseball Backstop Project
PHONE: 801-395-8293	CELL: 801-928-0540
FAX:	EMAIL: <a href="mailto:aarons@washingtonterracecity.org">aarons@washingtonterracecity.org</a>
	PO/CONTRACT NUMBER:

DESCRIPTION OF MATERIAL:	TYPE	OVERALL HEIGHT	STRANDS B/W	MESH & GAUGE	FABRIC SELVAGE	LINE POSTS	POST SPACING	TOP RAIL	CENTER RAIL	BOTTOM RAIL	GATE FRAME

DESCRIPTION OF WORK:	JOB #
	<p align="center"><b>PRICES ARE VALID FOR 30 DAYS</b></p> <p>Furnished And Installed:</p> <p>Remove Existing Chain Link Fabric From 3 Full Baseball Backstop Fences And Dugouts. Install New Chain Link Fabric On All Existing Posts For Backstops And Dugouts</p> <p>TOTAL COST: \$19,748.00</p> <p align="center">This Quoted Pricing Excludes Any Removal Or Replacement Of Existing Posts.</p> <p><b>*If Worker's Comp Waiver of Subrogation is required add \$250.00</b></p> <p><small>Thirty days after the date of this quotation and, due to volatility in the steel markets, material prices quoted are subject to change without notice and may be increased in direct proportion to price increases incurred by Mountain States Fence prior to delivery. This is an integral part of this quotation and is intended to become part of any subsequent purchase order or contract.</small></p>

PRICES FOB:	ROUTE VIA:	Prices are FOB Job Site if Installed
-------------	------------	--------------------------------------

QUOTATION PREPARED BY: **Nick Gamble**

**PURCHASER, PLEASE SIGN AND ACKNOWLEDGE ACCEPTANCE.**

(SIGNATURE DENOTES ACCEPTANCE OF TERMS AND CONDITIONS.)

**THIS PROPOSAL SPECIFICALLY EXCLUDES SITE CLEARING, GRADING, SURVEYING, GROUNDING, ELECTRICAL WORK, AND THE LOCATING OF UNDERGROUND UTILITY LINES.**



**City of Washington Terrace**  
County of Weber, State of Utah

**RESOLUTION NO. 15-07**

**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 \_\_\_\_\_ 2015.

**DATED** this \_\_\_\_ day of \_\_\_\_\_ 2015.

**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 Mary Johnston**    \_\_\_  
**Council Member Scott Monsen**    \_\_\_  
**Council Member Val Shupe**    \_\_\_

02015-124

**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 7<sup>th</sup> day of April, 2015, 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 City, 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, 2015, 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, 2016, 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:

Lions Park Play Structure ..... \$13,000

**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:

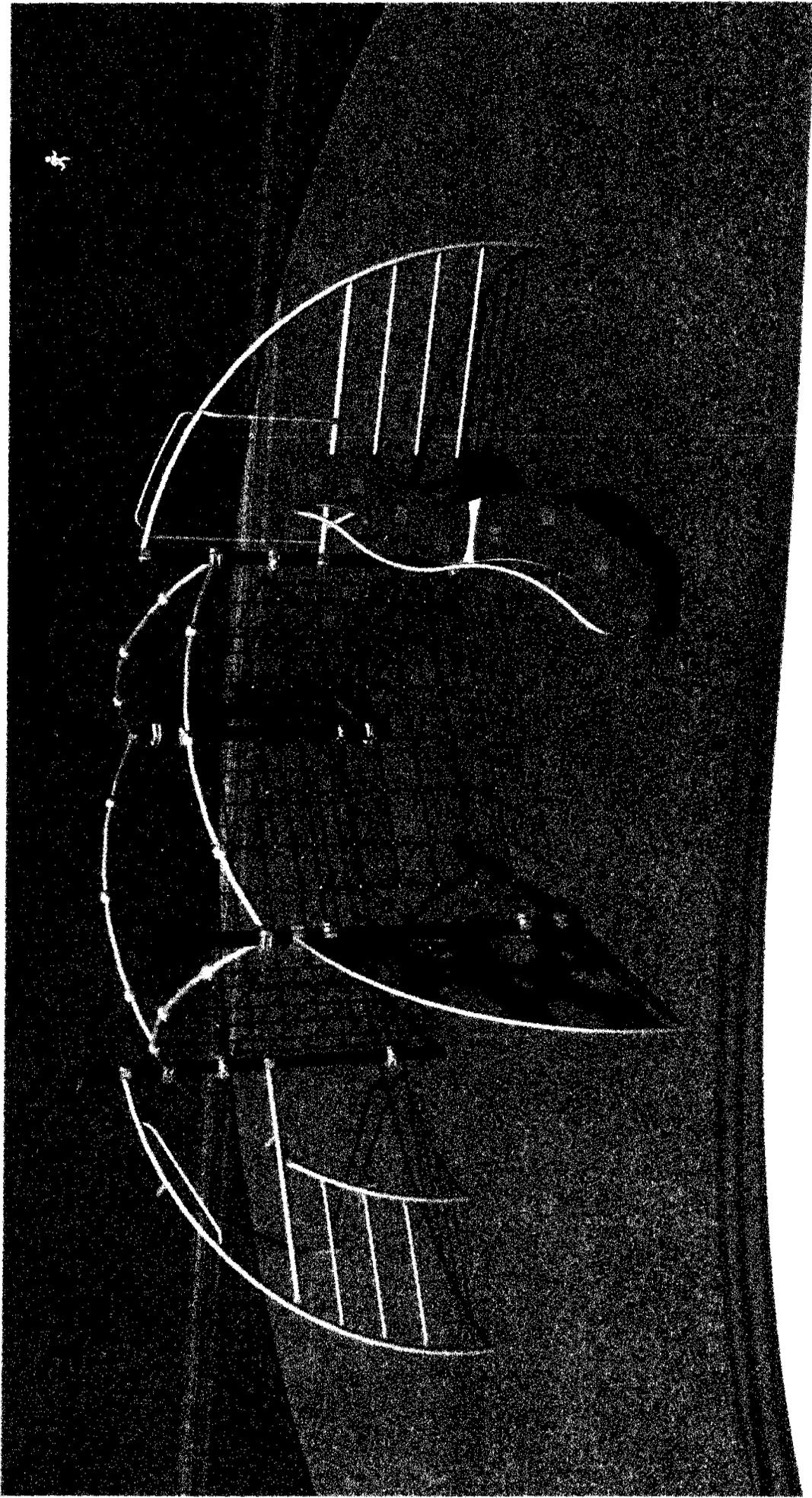
\_\_\_\_\_



Lions Park Play Structure RAMP Grant application detailed budget

Play Structure	\$14,725.00
Installation	\$4,000.00
Freight	\$993.45
Totoal Cost	\$19,718.45

RAMP funds requested	\$13,802.95
City matched funds 30%	\$5,915.50



**LION'S PARK OPTION 1** 15-00808.B1R

Powder Coat

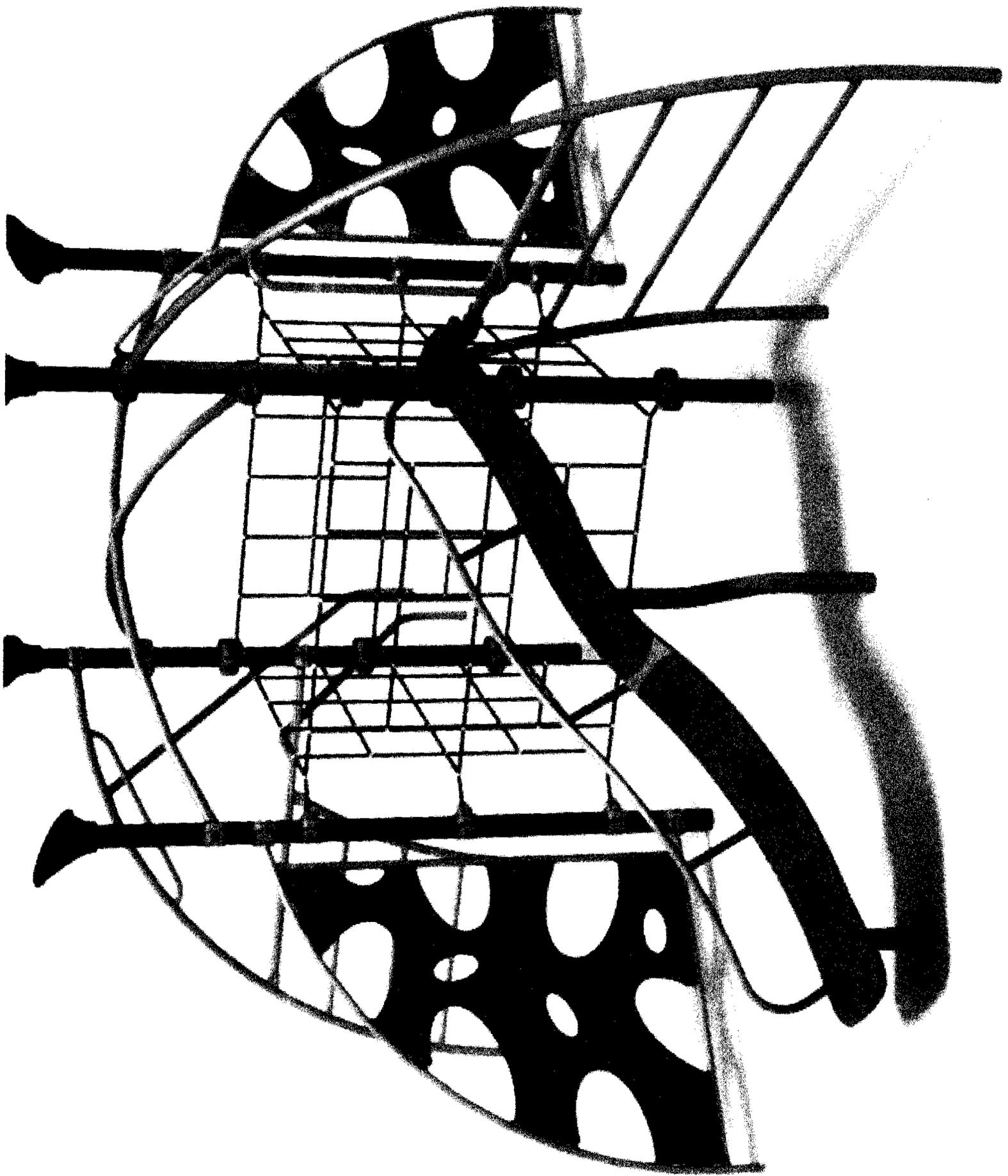


Elastic



15-00808.B1R

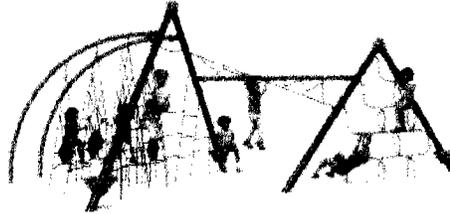




- [Early Childhood Playgrounds  
Ages 5 and Under](#)
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Ages 5 to 12](#)
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## Activo® Aria



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Product: #ZZXX0074

**\$20,660**

Ages 5-12

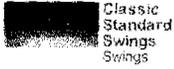
36' 11" x 37' 10"  
(11,25m x 11,53m)

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"C" of Activity



Super Doms  
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Medium  
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Ares  
Activo®

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## Activo® Aria

Activo's modern, non-linear design is as dynamic as the kids who play on it. Kids move in every direction as Activo's sleek shapes and challenges push them to the limits of creative play. With Activo, kids are inspired to make up new routes each time they play. Activo's shapes and ropes move with the child for an ever-changing experience. It encourages social interaction, risk taking, and problem solving. Activo's streamlined design provides more action in less space. Activo is also our greenest, offering up to a 60% lower carbon footprint than traditional post-and-platform playground structures. (Powered by Berliner)

Want to learn more about our Playworld Product Line?

[Product Details](#)   [Technical Documents](#)

**Color:** Available in any Playworld Systems color(s)

**Weight:** 1157 lbs (526 kg)

**Fall Height:** 8' 9" (2,67m)

**Size:** 24' 11" x 25' 10" x 11' 0" (7,6m x 7,87m x 3,35m)

**Capacity:** 18

**Install Hours:** 17

### Certifications:

ASTM F1487   EN1176

Prices shown in U.S. Dollars. Prices do not include freight, custom fees, surfacing or installation. Please contact your authorized Playworld Systems Representative for pricing.

### We Also Recommend:



Activo®  
Titan

\$46,445

5-12

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Activo®  
Ceres

\$13,969

5-12

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**Bigger is Better**  
FINANCING OPTIONS  
([HTTPS://WWW.AMERICANPARKSCOMPANY.COM/FINANCE/](https://www.americanparkscopy.com/finance/))  
REQUEST A QUOTE

# BIGGER IS BETTER

ITEM NUMBER PC-3411A

~~\$52,498.00~~ SALE \$23,999.00

OPTIONS WARRANTY & SAFETY

**Includes:**

- 3 Slides
- 3 Climbers
- 1 Rainwheel
- And More!



([https://www.americanparkscopy.com/skin/frontend/sheets/Bigger is Better.pdf](https://www.americanparkscopy.com/skin/frontend/sheets/Bigger%20is%20Better.pdf))

Child Capac  
60

Age Range  
5 to 12

Weight  
3412

Frontend, Fall Height  
8'

Use Zone  
38'0" x 36'8"



Financing as low as \$575.98/mo. ▶SHARE:

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I want help with installation

**Estimate Shipping:**

ZIP CODE

Shipping: enter your zip code

**Custom Options:**

Color Scheme\*

-- Please Select --

\* Required Fields

Qty: 1

Regular Price: ~~\$52,498~~  
Special Price: \$23,999

Save Item

**Need Help?** Save items to your total then visit your make a **purchase** or request a **quote!**

## ARE YOU READY TO BUY?

Find surfacing for your playground ▶  
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(<https://twitter.com/share>)

(<https://plus.google.com/share?url=https%3A%2F%2Fwww.americanparkscopy.com%3A443%2Fplayground-equipment%2Fsale%2Fbigger-is-better-pc-3411a>)

([mailto:?](mailto:?subject=American%20Parks%20Company&body=https%3A%2F%2Fwww.americanparkscopy.com%3A443%2Fplayground-equipment%2Fsale%2Fbigger-is-better-pc-3411a))

Request Quote

Description

## Bigger Is Better

Is bigger actually better? Just ask one of the children scaling the adventure of the **Bigger is Better** commercial playground structure from **American Parks Company** and you will get a resounding yes. This playground is full of adventure and exploration by providing 13 unique learning and recreational activities for up to 60 children aged 5 to 12 years.

The 8' fall height of the structure from the upper deck allows children to enjoy real exhilaration from safe but exciting inclines on three slides. The **Bigger is Better** playground provides three slides; a 4'8" high Curved Speedway Slide, an 8' high Single

# City Council Staff Report



Building & Planning

**Author:** Building & Planning Department  
**Subject:** Amending Municipal Code 17.44.200, Landscaping Regulation and adding Park strips: commercial/Industrial Business zones and Adams ave.  
**Date:** May 19, 2015  
**Type of Item:** Action/Motion

---

**Summary Recommendations: To amend the City of Washington Terrace's Municipal Code section 17.44.200, Landscaping Regulations.**

**A. Topic:**

The purpose of the amendment to the City's municipal code and the Park strip(s) requirements for the Commercial/Industrial zones is to discuss the placement of trees within the park strips for areas within the Commercial Zone and along Adams Avenue Parkway.

Due to the volume and speed within a commercial zone, trees in a park strip can impact the visual line of site and obstruct traffic flow for egress into and out of businesses. Trees can also impact the city infrastructure (curb, gutter and sidewalks) and can become a nuisance to pedestrians, snow plows and traffic in general when the trees are not maintained are not kept up and/or trimmed.

**B. Background:**

Roads on the Commercial Areas usually have a higher volume of traffic and higher profile type vehicles. There is typically enough room to allow trees to be placed behind the sidewalk, where the tree would be better suited.

**C. Analysis:**

In order to adequately provide direction for commercial development, the City's Landscape ordinance would provide a clear understanding of what is allowed in a park strip

**D. Department/Staff Review:**

The City Staff recommends that the commercial areas and Adams Avenue Parkway parkstrips should not allow trees.

**Alternatives:**

**A. Approve the Request:**

The City Council should make a motion to approve the amendment to 17.44.200.2.d & 17.44.200.3

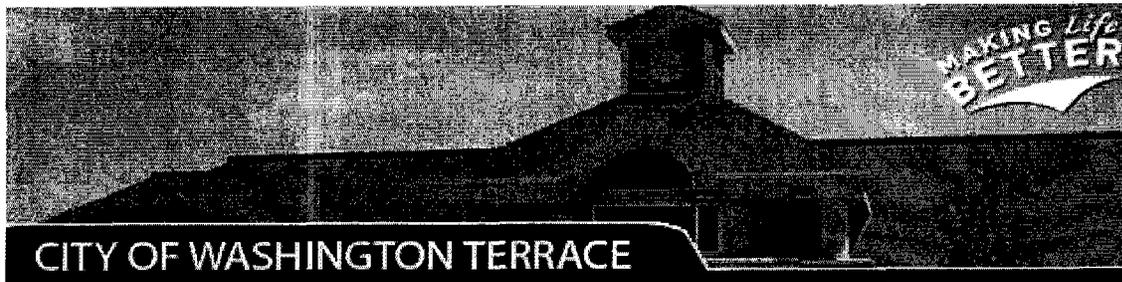
**B. Deny the Request:**

The City Council can deny the request.

**C. Continue the Item:**

The City Council could table the item to a later meeting, for action or corrections at that time.

**WEBER COUNTY SHERIFF'S OFFICE  
WASHINGTON TERRACE  
MONTHLY STATISTICS**



**APRIL 2015**

Calls for Service that generated a police report

## REPORTS GENERATED FOR WASHINGTON TERRACE FOR THE MONTH OF APRIL 2015

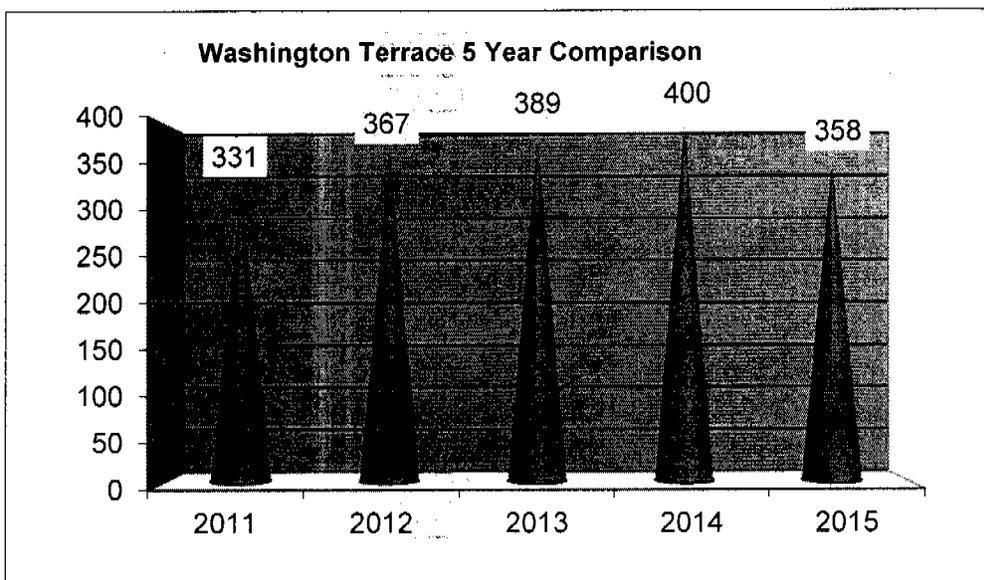
ASLT-SIMPLE ASSAULT	3
BURG ALARM FALSE-USER ERROR	1
BURG-ALARM CAUSE UNKN	7
BURG-NO FORCE ENTRY NON RESIDE	2
BURG-NO FORCE ENTRY RESIDENCE	1
CRIM MISCHIE- SCHOOL	1
CRIM MISCHIE-PRIVATE	1
DRUG-HEROIN POSSESS	1
DRUG-MARIJUANA POSSESS	1
DRUG-NARCOTIC EQUIPMENT POSS	1
DRUG-SYNTHETIC NARCOTIC POSS	1
ESCAPE-WARRANT (MISDEMEANOR)	1
FAM OFF-CRUELTY TO CHILD/ABUSE	2
FAM OFF-DOM VIOL NON CRIMINAL	5
FAM OFF-PROTECTIVE ORDER SERVI	1
FAM OFF-VIOLA PROTECTIVE ORDER	4
FRAUD-IMPERSONATION	1
JUV OFFENDERS-JUVENILE CURFEW	4
JUV OFFENDERS-RUNAWAY	1
JUV OFFENDERS-UNGOVERNABLE JUV	6
KIDNAP-CUSTODY DISPUTE	1
LARC-BICYCLE	2
LARC-FROM BUILDING	1
LARC-FROM GOVERNMENT PROPERTY	1
LARC-FROM MOTOR VEH (PROWL)	1
MORALS-OBSCENE COND/LEWDNESS	1
OBST JUD-FAIL TO APPEAR/PERJUR	3
OBST JUD-VIOL OF PROTECTIVE OR	2
PRIV-TRESPASS	1
PUB ORD-CITIZEN ASSIST	7
PUB ORD-CIVIL CASES/DISPUTES	4
PUB ORD-DEATH ATTENDED	1
PUB ORD-DEATH UNATTENDED	1
PUB ORD-MISSING PERSON/ADULT	1
PUB ORD-POLICE ASSISTANCE	3
PUB ORD-PROPERTY CHECK	1
PUB ORD-PUBLIC INTOXICATION	3
PUB ORD-SUICIDE ATTEMPT	3
PUB ORD-SUICIDE THREATENED	4
PUB PEACE - THREATS	2
PUB PEACE-DAMAGE PROPERTY ONLY	1
PUB PEACE-DIST THE PEACE	4
PUB PEACE-FALSE FIRE ALARM	1
PUB PEACE-FREE TXT	1
PUB PEACE-LOUD PARTY	3
PUB PEACE-NEIGHBORHOOD PROBLEM	1
PUB PEACE-SEX OFFENDER HOME CK	1

PUB PEACE-SUSP ACTIVITY	8
PUB RELA - BUSINESS SECU CHECK	5
PUB RELA - COMMUNITY POLICING	11
PUB RELA - LECTURES	1
SERVICE-911 CALL - UNKNOWN	1
SERVICE-ASSIST OJ	1
SERVICE-ASST FIRE DEPT	1
SERVICE-EXTRA PATROL	1
SERVICE-KEEP THE PEACE	8
SERVICE-MEDICAL ASSIST	6
SERVICE-WELFARE CHECK	3
SEX ASLT-FORC SEX ABUSE/CHILD	1
SEX ASLT-FREE TEXT	1
SEX ASLT-RAPE STRONGARM	1
TOBACCO-POSS TOBACCO UNDER 19	1
TRAF OFF-ACCIDENT PI	1
TRAF OFFENSE-STOP SIGN	1
TRAF OFF-PARKING VIOLATION	1
TRAF OFF-REVOKED/SUSPENDED LIC	4
TRAF-NON-REPORTABLE ACCIDENT	3
TRAF-REPORTABLE ACCIDENT	9
WEAP-POSSESSION OF WEAPON	1
TOTAL	170

# WASHINGTON TERRACE \*CALLS FOR SERVICE FOR THE MONTH OF APRIL 2015

\*Calls that were received at our dispatch center and officers were dispatched on

331	367	389	400	358
2011	2012	2013	2014	2015



Self Initiated Agency Assists	
RIPD	1
Total	1

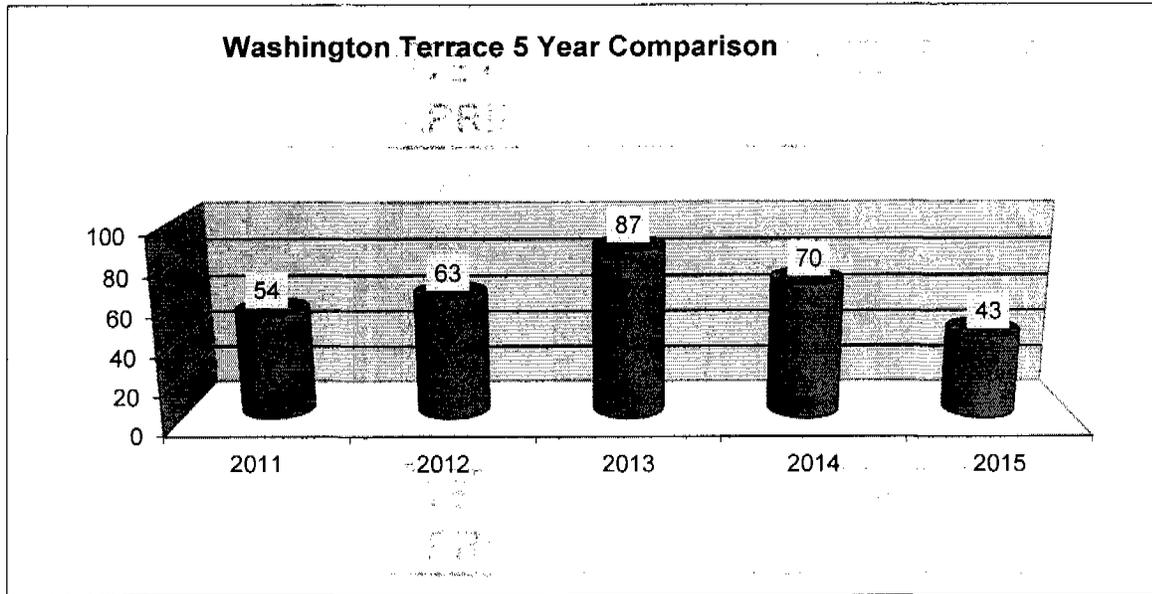
Agency Assists	
ROYPD	0
OJ	11
SF	0
RIVPD	0
NOPD	3
MCSO	2
HRPD	0
OPD	3
SOPD	2
UHP	2
PVPD	0
Total	23

**REPORTS PER DEPUTY FOR WASHINGTON TERRACE  
FOR THE MONTH OF APRIL 2015**

Deputy	Total	Assign.
Allen Andrew	8	Nights
Allen Chad	15	SRO
Chatelain Mike	2	SRO
Christensen Todd	1	Days
Creager Charles	1	Days
Green Joel	15	Days
Greenhalgh Tyler	9	SRO
Horton Mark	3	Nights
Jacobs Brian	6	Nights
Jensen Matthew	2	Days
Johnson Jakob	2	Nights
Johnson Robert	3	Days
LacQuay James	10	Nights
Logerquist Kevin	5	Nights
Malan Sherida	2	SRO
McDonald Michael	1	Days
Millaway John	1	Days
Ney Douglas	23	Days
Ortgiesen Jared	3	SRO
Phillips Matthew	12	Days
Ryan Cortney	1	Det
Smith Wayne	5	Nights
Smith William	1	Nights
Tatton Stephanie	1	Days
Ulm Matthew	5	Nights
Vandenberg Jason	14	Days
Voth Weston	1	Nights
Wian Mark	1	Nights
Wiese Jacob	1	Days
Zisumbo Daniel	16	Days
Total	170	

# WASHINGTON TERRACE CITATION 5 YEAR COMPARISON FOR THE MONTH OF APRIL 2015

54	63	87	70	43
2011	2012	2013	2014	2015



# WASHINGTON TERRACE CRIME CALENDAR

2015



**ASSAULT** One occurred every 10 days

**THEFT** One occurred every 6 days

**BURGLARY** One occurred every 10 days



**City of Washington Terrace  
Redevelopment Agency Meeting  
Tuesday, May 19, 2015  
Immediately following the Regular City Council Meeting  
City Hall Council Chambers  
5249 South 400 East, Washington Terrace City**

**1. ROLL CALL**

**2. INTRODUCTION OF GUESTS**

**3. CONSENT ITEMS**

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

**3.1 APPROVAL OF AGENDA**

**3.2 APPROVAL OF MEETING MINUTES FROM MAY 5, 2015**

**4. 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.

**4.1 PUBLIC HEARING: TO HEAR COMMENT ON THE FISCAL YEAR 2015 AMENDED BUDGET, FISCAL YEAR 2016 TENTATIVE BUDGER, AND FISCAL YEAR 2017-2020 BUDGET PLAN**

**5. NEW BUSINESS**

**5.1 PRESENTATION:FISCAL YEAR 2015 AMENDED BUDGET, FISCAL YEAR 2016 TENTATIVE BUDGET, AND FISCAL YEAR 2017-2020 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](http://www.washingtonterracecity.org)

1  
2 **City of Washington Terrace**

3 **Minutes of a Redevelopment Agency Meeting Held on Tuesday, May 5, 2015**

4 **at City Hall, 5249 South 400 East, Washington Terrace City,**

5 **County of Weber, State of Utah**

6  
7 **CHAIR, BOARD, AND STAFF MEMBERS PRESENT**

8 Chair Mark C. Allen - excused  
9 Vice-Chair Val Shupe  
10 Board Member Mary Johnston  
11 Board Member Robert Jensen  
12 Board Member Scott Monsen  
13 Board Member Blair Brown- excused  
14 Public Works Director Steve Harris  
15 Secretary Amy Rodriguez

16  
17 **OTHERS PRESENT**

18 Charles and Reba Allen, Del Kraiima,

19 **1. ROLL CALL**

20  
21 **2. INTRODUCTION OF GUESTS**

22  
23 **3. CONSENT ITEMS**

24  
25 **3.1 APPROVAL OF AGENDA**

26 **3.2 APPROVAL OF MEETING MINUTES FROM MARCH 17, 2015**

27 Items 3.1 and 3.2 approved by general consent

28  
29 **4. NEW BUSINESS**

30 **4.1 PRESENTATION: AN UPDATE ON THE ADAMS AVENUE ROAD**  
31 **PROJECT**

32 Harris stated that the project has been dormant for 2 weeks because it was found that there were  
33 too many utilities in the way to run the large storm water line against the east side of the road. He  
34 stated that the line had to be redesigned. Harris stated that the City is working with the Hospital  
35 and South Ogden for their approval to allow us to use their property to have more than one lane  
36 open during the construction. He stated that this will allow for the contractor to work 10 hour  
37 days to get the pipe in. He stated that the road should be finished around the end of July.

38  
39 **5. COMMENTS CONSIDERED**

40 There were no other comments considered.

41  
42 **6. ADJOURNMENT OF MEETING: CHAIR ALLEN**

43 Vice Chair Shupe adjourned the meeting at 6:56 p.m.

44  
45 \_\_\_\_\_  
46 **Date Approved**

\_\_\_\_\_ **City Recorder**