



## Regular City Council Meeting

Tuesday, June 7, 2016

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.**  
**PRESENTATION: PUBLIC WORKS FACILITY PLANNING**  
Topics to include, but not limited to: Outstanding budget issues/budget wrap-up *and* budget details and timeline for the construction of the new public works facility
  
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 17, 2016, MINUTES**
  
6. **CITIZEN COMMENTS**  
This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.
  
7. **COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS**  
Council and staff will consider and address concerns and take appropriate measures to follow up on any comments made in the citizen comments item on the agenda.
  
8. **NEW BUSINESS**
  - 8.1 **PRESENTATION: FY 2016 AMENDED BUDGET, FY 2017 TENTATIVE BUDGET,**

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

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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.

## **AND FY 2018-2021 BUDGET PLAN**

Topics to include, but not limited to: Outstanding budget issues/budget wrap-up.

### **8.2 DISCUSSION/MOTION: TO AUTHORIZE STAFF TO PROCEED WITH PUBLIC WORKS FACILITY PLAN**

Council to authorize staff to move forward with the construction of the new Public Works facility as outlined in the timeline and budget calendar.

### **8.3 MOTION: APPROVAL OF MUNICIPAL FINANCIAL ADVISOR PROPOSAL**

The selected municipal financial advisory firm will provide the City with expert financial advice and assistance on the planning, sale, and timely closing of bonds related to financing of a the new public works facility.

### **8.4 MOTION/PROCLAMATION 16-02: LOCAL FIRST INDEPENDENT'S WEEK**

A proclamation to celebrate the independence of the members of the community of Washington Terrace and the entrepreneurial spirit represented by our core of local independent businesses.

### **8.5 MOTION/RESOLUTION 16-08: SECOND DISTRICT JUVENILE COURT GRAFFITI REMOVAL SERVICES**

A resolution to provide city-wide graffiti removal services by the Second District Juvenile Court for a term of one year.

## **9. COUNCIL COMMUNICATION WITH STAFF**

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

## **10. ADMINISTRATION REPORTS**

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

## **11. UPCOMING EVENTS**

June 11<sup>th</sup>: Terrace Days!!

June 21<sup>st</sup>: City Council Meeting 6:00 p.m.

June 30<sup>th</sup>: Planning Commission Meeting (tentative) 6:00 p.m.

July 4<sup>th</sup>: City offices closed for Independence Day

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

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3 **City of Washington Terrace**  
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5 Minutes of a Regular City Council meeting  
6 Held on May 17, 2016  
7 City Hall, 5249 South 400 East, Washington Terrace City,  
8 County of Weber, State of Utah  
9

10  
11 **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT AT WORK SESSION**

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

24 **Others Present**

25 Gary Klema  
26

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

30 Topics to include, but not limited to: Major Budget Issues: 1) Storm water management and compliance; 2) Personnel  
31 requirements; 3) Water Meter System  
32

33 Hanson highlighted several major budget issues including:  
34

35 **Storm Water Compliance**

36 Hanson stated that the city must comply with the same regulations as every city in the State. He  
37 stated that most of the cost is associated with infrastructure, monitoring, and reporting. Hanson  
38 stated that the city will have to monitor contractors and builders in the city to make sure that they  
39 comply with storm water regulations. Hanson stated that the audit report may show an extra  
40 \$15,000- \$20,000 per year. He stated that the estimated cost for fully operational compliance is  
41 \$50,000 per year. Garrett stated that the fee was based on the average residential calculation of  
42 one ERU being 2600 square ft. of impervious service. Hanson cautioned that several neighboring  
43 cities and counties have already been fined and made to comply with regulations. The results of  
44 the audit are still pending. Hanson stated that there are firms that can be contracted for audit  
45 compliance; however, the daily reporting costs will be too high to contract out.  
46

47 **Water Metering and AMI System**

48 Hanson stated that the new system will improve customer service, increase system efficiencies,  
49 and the Public Works Department Capacity. Hanson noted that there has been failing

50 infrastructure as the meter sets are being installed, confirming that the OTIS II Project will greatly  
51 benefit the residents. Hanson stated that the area is south of 5000. Harris stated that the piping is  
52 being repaired while they work on the meter installs. Harris stated that it is estimated that 650  
53 meters still need to be installed. He stated that the breaks have slowed down the installations.  
54 Garrett stated that the total amount of investment is around \$850,000, with a ten to twelve year  
55 life of the meters. She stated that funds will be put aside each year for replacement when the  
56 system begins to fail.

57  
58 **Personnel Pay Plan**

59 Hanson stated that the pay plan is used to accomplish the goals of the Council. He stated that the pay plan  
60 helps draw in the quality employees needed to accomplish the mission of the city. Hanson stated that the  
61 city tries to have a competitive pay plan. Hanson stated that most employees wear multiple hats. Hanson  
62 stated that the city pays below average wage in the area and demands above average performance from  
63 the staff. Hanson stated that the city has brought in over 13 million dollars in grants over the last 14  
64 years. Council Member Brown stated that he does not believe that the city pays below average wages. He  
65 stated that it is fair to say that we pay equal in regards to key personnel and they are treated just as good  
66 as the cities around us. Hanson stated that due to capacity to pay, the city takes the average amount of  
67 wages and lowers it by 10 percent, and also holds 4 percent back for pay for performance. He stated that  
68 the city will lose trained employees if we are too far off track with competitive wages. Hanson stated that  
69 the only employees that will be brought up to the 10 percent below mark are those that are already lower  
70 than 10 percent below. Council Member Monsen stated that the city needs to pay for good people who  
71 are doing good work. Mayor Allen stated that personnel are very difficult to compare apples to apples.  
72 He stated that other cities may have different employees for positions while our city has several positions  
73 per employee. He stated that the city is doing the same as other cities but with fewer people. Hanson  
74 stated that his intent is to retain and recruit the best employees for the residents. Hanson stated that not all  
75 employees will see an adjustment this year. He stated that staff is very professional. Council Member  
76 Brown stated that social security has stated that there are no cost of living increases this year. He stated  
77 that he would like to vote the way the citizens would like to have it. He stated that he has a hard time  
78 explaining increases to residents who are living on pensions and social security. Hanson explained that  
79 not every employee will receive an increase. Council Member Shupe stated that that the pensioners and  
80 people that are on social security received increases while they were working. He stated that he himself is  
81 on social security. He stated that employees are entitled to increases that are due to them and should not  
82 be penalized because people on pension and social security are not receiving cost of living increases.  
83 Council Member Barker stated that it is a competition out there and if we do not have competitive wages,  
84 we will lose employees to other cities and businesses.  
85 Council Member Jensen stated that he is encouraged by the plan and how it has been handled in the last  
86 few years. Hanson stated that it is up to the manager as to whether an employee receives the increase if  
87 they are due an increase. Hanson stated that the city is fortunate to have high capacity employees.  
88 Council Member Shupe stated that there must be a balance between performance criteria and the quality  
89 of performance of the employee. He noted that it makes him wonder about the qualifications of the  
90 employees if there are only a few applications to choose from.  
91 Hanson asked if Council is good moving forward as to what is presented in the budget. Council agreed  
92 that they were. Hanson noted that if there are specific areas that Council does not agree with, they can  
93 notate that when they approve the budget while still passing the budget.

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

100 Mayor Mark C. Allen  
101 Council Member Scott Monsen  
102 Council Member Blair Brown  
103 Council Member Robert Jensen  
104 Council Member Scott Barker  
105 Council Member Val Shupe  
106 Public Works Director Steve Harris  
107 Finance Director Shari' Garrett  
108 City Manager Tom Hanson  
109 City Recorder Amy Rodriguez

110  
111 **Others Present**

112 Charles and Reva Allen, Gary Klema

113  
114 **2. ROLL CALL**

**6:00 P.M.**

115  
116 **3. PLEDGE OF ALLEGIANCE**

117  
118 **4. WELCOME**

119  
120 **5. CONSENT ITEMS**

121  
122 **5.1 APPROVAL OF AGENDA**

123 **5.2 APPROVAL OF MAY 3, 2016, MINUTES**

124 Items 5.1 and 5.2 were approved by general consent.

125  
126 **6. CITIZEN COMMENTS**

127 There were no citizen comments.

128  
129 **7. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN**  
130 **COMMENTS**

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

132  
133 **8. NEW BUSINESS**

134  
135 **8.1 PRESENTATION: FY 2016 AMENDED BUDGET, FY 2017 TENTATIVE BUDGET,**  
136 **AND FY 2018-2021 BUDGET PLAN**

137 Hanson stated that Council has held discussions on the 6 major budget items include: Public Works  
138 Facility, Water Meter installments, Storm Water Regulations impacts, Redevelopment area, and  
139 Personnel.

140 He stated that the Redevelopment Project areas will be discussed in the RDA meeting. Hanson stated that  
141 the balanced budget as presented is based on the ability to pay. He stated that the budget document shows  
142 the policies and procedures of the city that are used to accomplish the Council's goals as directly and  
143 high efficiently as possible. Mayor Allen thanked Hanson and staff on their work on the complex  
144 budget and explanations and discussions with Council.

145  
146 **9. SPECIAL ORDER**

147 **9.1 PUBLIC HEARING: TO HEAR COMMENT ON THE FISCAL YEAR 2016**  
148 **AMENDED BUDGET, FISCAL YEAR 2017 TENTATIVE BUDGET, AND**

149 **2018-2021 BUDGET PLAN**

150 Hanson stated that the city has presented a multi-year balanced plan. He stated that a multi-year plan is a  
151 benefit to the city.

152 Hanson stated that the budget will be voted on by Council on June 21, 2016.

153  
154 **Mayor Allen opened the public hearing at 6:15 p.m.**

155 There were no citizen comments.

156 **Mayor Allen closed the public hearing at 6:16 p.m.**

157  
158 **10. NEW BUSINESS- CONTINUED**

159  
160 **10.1 MOTION/RESOLUTION 16-07: A RESOLUTION ADOPTING A CIVIL RIGHTS**  
161 **POLICY**

162 Hanson explained that the city must comply with the requirements from HUD regarding Civil  
163 Rights in order to receive federal funding . Rodriguez stated that the Resolution  
164 Encompasses 4 plans, to include the Language Access Plan, the Grievance Procedure Plan, the ADA  
165 Effective Communication Plan, and the ADA Reasonable Accommodation Plan. These plans assist  
166 with helping those who need ADA accommodations. Rodriguez noted that aside from the LAP  
167 plan, the city already provides for these accommodations and the resolution is just making it more  
168 formal.

169 **Motion by Council Member Monsen**  
170 **Seconded by Council Member Barker**  
171 **To approve Resolution 16-07 to**  
172 **Adopt a civil rights policy**  
173 **Approved unanimously (5-0)**  
174 **Roll Call Vote**

175  
176 **10.2 MOTION: APPROVAL OF PLEASANT VALLEY RANCH LAND PURCHASE**  
177 **AGREEMENT**

178 Hanson stated that agreement will allow the city to secure the finances for the land purchase for  
179 the public works shops by December 1<sup>st</sup>. Hanson stated that Pleasant Valley Ranch has been  
180 helpful in working with the city on the language in the document. Hanson stated that the agreement  
181 protects the city and also has language concerning the toll road. He stated that the language  
182 includes a clause that if there was ever a point that the toll road would become an open road,  
183 the city can work with the state or county to help make that happen.

184 Hanson stated that Mr. Stephens has approved the clean version and is ready to sign the  
185 agreement. Council member Monsen asked to be part of the review of the sellers disclosures when  
186 they come in.

187 Hanson clarified that \$150,000 is set aside for design and planning. The entire purchase of the land  
188 will be tied into the purchase of the whole project. A financial advisor will be brought in to help  
189 discuss how to bundle the project.

190  
191 **Motion by Council Member Shupe**  
192 **Seconded by Council Member Jensen**  
193 **To approve the land purchase agreement with Pleasant Valley Ranch**  
194 **Approved unanimously (5-0)**

195  
196  
197 **11. COUNCIL COMMUNICATION WITH STAFF**

198 \* Council Member Brown stated that staff did a nice job on repairing the sinkholes. Hanson asked

199 Council to let him know of any divots that they may see in the streets.

200

201 \* Council Member Shupe asked if any striping is scheduled at Rohmer Park. Hanson stated that the  
202 striping is scheduled. Council Member Shupe noted that the lower lot parking area is getting  
203 congested with people parking along the fence line. He stated that cars are being boxed in and it  
204 would be difficult to get fire or safety vehicles in the area during an emergency. He asked that the  
205 Sheriff deputies patrol the lower lot.

206

207 **12. ADMINISTRATION REPORTS**

- 208 - Council Member Brown stated that he will be Master of Ceremony for the Dog Parade.
- 209 - Council Member Monsen stated that he likes the golf carts for Council to ride in during the parade.
- 210 - Council Member Shupe suggested Bonnie and Dave Jacobs to serve as Grand Marshalls.  
211 Council agreed and Council Member Shupe will contact them.
- 212 - Hanson stated that another vehicle has been sold. He stated that there are a few more vehicles  
213 to be sold for this fleet policy cycle.
- 214 - Mayor Allen stated the Lions Club may be the sponsor for the movie in the park.
- 215 - Hanson stated that 87 meters were installed last week.
- 216 - Hanson stated that the city is working with property owners to take care of the weeds at the  
217 real estate building and America First lots.
- 218 - Hanson stated that a cubs scout group has asked to visit with a Council Member on May 31<sup>st</sup>.  
219 Council Member Monsen stated that he will be happy to do it if he is available that night.  
220 Council Member Brown stated that will be back up for if Council Member Monsen is  
221 unavailable.
- 222 - Hanson stated that the public works facility open house is next Tuesday night.
- 223 - Hanson stated that the city recognizes the weed and carport issue at the home at 161 E 4600 S  
224 And is working with the real estate company to take care of the problem.  
225 Hanson stated that there is a tour at Weber Basin on June 15<sup>th</sup> and will need RSVP's by June  
226 1<sup>st</sup> for those who would like to attend.

227

228 **13. UPCOMING EVENTS**

- 229 May 24<sup>th</sup>: Public Works Shop Open House 6:00 p.m.
- 230 May 26<sup>th</sup>: Planning Commission Meeting 6:00 p.m.
- 231 May 30<sup>th</sup>: City offices closed for Memorial Day Observance
- 232 June 7<sup>th</sup>: City Council Work Session 5:00 p.m.
- 233 June 7<sup>th</sup>: City Council Meeting 6:00 p.m.

234

235 **14. ADJOURN THE MEETING: MAYOR ALLEN**

236 Mayor Allen adjourned the meeting at 6:52 p.m.

237

238 **15. RDA MEETING (Immediately following regular Council Meeting)**

239

240

241

242 \_\_\_\_\_  
**Date Approved**

243

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

## City Council Staff Report

**Author:** Tom Hanson  
**Subject:** Public Works Shop  
**Date:** June 7, 2016  
**Type of Item:** Motion



**Summary:** Over the past two years the Mayor, Council and staff have been discussing the construction of a new Public Works facility at a cost of approximately \$5,000,000. Because of the significant nature of this project and the commitment it entails, staff is requesting a motion to formalize the Public Works Facility concept, projected budget, future bonding processes and basic design of the project.

### **Description:**

A. **Topic:** Public Works Facility Motion

B. **Background:** As a result of several meetings, discussions, budget projections and a contract to purchase land; it has been determined that the Public Works facility needs to be replaced with safe and efficient structures in a location that is outside of a sensitive lands environment.

The Public Works project has been and is in the forefront of the budget discussions this year and last year specifically and is featured as the cover image for the documents and is discussed in the 2014/15 and 2016/17 budget documents as a major budget item.

C. **Analysis:** In light of the substantial commitments associated with the project, it has been advised that we specifically consider the shop project in isolation and as an integral part of the budget document. Details of the funding, timing, and potential funding source can be found in the budget documents.

D. **Department Review:** The Public Works project is at a critical junction where clear direction is required in order to move forward with the project as outlined. Clarity will aid staff in making the decisions necessary to meet the overall goals of the project.

### **Alternatives:**

A. **Approve the Request:** Move forward with detailed designs, planning and funding.

B. **Deny the Request:** Put the shop project on hold until directed by Council to move forward with the project.

C. **Continue the Item:** Postpone activities associated with the shop until otherwise directed.

# Washington Terrace City PW Shops

## Shop Needs

### Main Shop Areas (80' x 260' Steel Building)

- Vehicle/Equipment wash-out bay
  - Fire hose connections
  - Rolling ladder or platform
  - Properly sized sediment sump
  - Central oil/water separator
- Oil/Lubricant storage
  - Hose pumps for each barrel
  - Sight glass style drums
  - Spill containment/cleanup kit
- Proper heating/cooling
  - Central HVAC for office area—separate from shops
  - Radiant heating (Re-Verber-Ray)—shops unless prohibitive
  - Big evaporative coolers for shop area through wall not roof
  - Roof vents/fans for summer
- Over-head cranes
  - 4-5 ton Bridge crane over three (3) east bays
  - 1-2 ton Monorail crane over three (3) west bays and mezzanine #1
  - 1-ton Monorail over mezzanine #2
  - Access stairways to mezzanine storage on both ends of bays
- Mechanics bay
  - Drive-through bays
  - 15-18 ton rotary lift
  - Oil & lube (50' long) pit with OSHA approved covers
  - Compressed air hook-ups
  - Small Sand Blast cabinet
  - Small Parts Washer
  - 110 VAC and 220 VAC Electrical hook-ups
  - Extra lighting
  - Close to tool room
  - Tailpipe exhaust/fume tubes with exhaust fans
- Exhaust system
  - Upper bay vents w/fans
  - Lower bay vents w/fans

- Tail pipe vent system
- Ventilation for welding area
- Shop bays—drive through
  - 6-80' long, 25' wide each bay, 30' high
  - 14' x 14' overhead doors (windows up high in doors for light)
  - Good lighting (LED or T5 with T8/T5 for mezzanines)
  - Floor drains (sloping to doors) with central oil/water separator, grated drains (6-8"), and interim sediment sumps
  - Compressed air hose reel and 110 VAC electrical outlets by each bay door
  - Electrical cords in wall reels
  - Sealed floors
  - Bollards inside and outside of doors
  - Eye wash, hose bib, utility sink, coverall/winter/boot lockers (10) in NE corner
  - 4 panic-bar installed doors with key pads—each corner of bay area
  - Overhead circulation fans for bay area—consider large fan blades/fewer fans
- Separated/walled areas
  - Tool room (20' x 20') w/oils and lubes (spill containment), metal/pvc slat board for hanging tools
  - Welding Room (20' x 20') with 1-ton gantry crane, fume exhaust system
  - Compressor (80 gallon, high output, double piston), Hotsy washer, central vacuum isolation room and storage (10' x 20')
  - Wood shop (20' x 20')
  - Parts room (10' x 20')
  - Wash Bay (25' x 40') – Hydro Blaster wash wand? Pressure wash machine?
  - 10-Wheeler Bay (25' x 40')
  - Mezzanine #1 above office area (65' x 80')
  - Mezzanine #2 above storage/work rooms (20' x 80')
- Shop building entrance
  - Security entrance for public
  - Pin pad or card swipe (DTMS) door locks
  - Composite man-doors if possible (expansion/corrosion problems)
  - Customer parking
  - Employee parking
  - ADA accessible
- Mezzanine areas
  - Crane accessible – Monorail cranes
  - Staircases (2)
  - Above entire Office/storage/specialty spaces
  - Good lighting--LED or T5

- Compressed Air connections
- 110 AC Electrical outlets
- Removable hand rails for crane access
- Make sure all OSHA requirements met
  
- Fencing
  - 8 ft chain link
  - Automated rolling gate—card swipe (DTMS) or pin pad
  - Privacy slats/concrete walls along south side
  
- Office area (80' x 65')
  - 2 Unisex bathrooms, 1 shower room, and lockers (15' x 25')
  - Break room with kitchenette (stove, fridge, cabinets, commercial sinks, microwave), flat screen TV, sofa, tables and chairs (24' x 30')
  - Conference room/training room with white boards, flat screen TV, projector screen, and overhead projector, tables and chairs (20' x 30')
  - Supervisor's office (11.67' x 15')
  - 2 Offices for possible future needs (11.67' x 15' each)
  - Central office for Crew with perimeter desks and individual drawers for 7 or 8 employees. (15' x 30')
  - Receptionist/Secretary office (11' x 15')
  - Mechanical room with mop closet, cleaning equipment/supplies, water heater, HVAC (zoned), storage (11' x 18')
  - Bunkroom/bedroom, closets (18' x 24')
  - Office supply room (9' x 13')
  - Storage room/sign area (13' x 16')
  - PBX, server, security, storage (11' x 16')
  - Washer and dryer, utility sink (8.5' x 16')
  - Library/Plan/Map room (10' x 13')
  - Foyer (7' x 10')
  - 4 Hallway areas (6' x (21'+44'+35'+35')) + (8' x 10'))
  - ADA Compliant
  - Nice earth tone Paint, light cream color for doors (reduce expansion)
  - Stained and sealed concrete floors
  - Tile in bathroom areas
  - Carpet in offices, conference room, and bunk room
  - Window from supervisors office to shop area
  - Windows in break room, conference room, bunk room, all offices (8 areas)
  - 10'+ ceilings in training room
  - Drop ceilings
  - 4 panic bar-installed doors
  - 7 key pad-installed doors
  - Built-in desks, drawers, cabinets in Central office for PW crew

- General
  - Windows for light where it will help
  - Compressed air and water hook ups on outside of shop
  - Security cameras (indoors and out)
  - Fire hydrant
  - Block or cement for bottom 4 to 5 foot of wall
  - Metal building construction
  - 45' minimum clearance around outside of building for truck turning radius
  - Fire hose fill line in one bay for sweeper/sewer truck
  - Snow deflectors (shields) in front of roof pass-throughs/vents so snow doesn't destroy them
  - Automatic/timer light switches
  - Peak-type roof
  - Heat tape in gutters
  - Metal shelving for parts, etc. (20)
  - Bench drill press
  - Large industrial tool box
  - ATV lift (floor jack type)
  
- Utilities
  - Electrical – from Adams Avenue/5700 South
  - Natural Gas – from Adams Avenue/5700 South
  - Water – from 5700 South, SW corner of property
  - Sewer – to 5700 South, along west property line
  - Storm Drain – to 5700 South, along west property line
  - Emergency generator-natural gas/propane
  
- Thing not to do
  - Do not paint floors
  - Do not connect office HVAC into the bay area
  - Do not use fancy block--graffiti will not come out of the pores

### Truck/Equipment Storage Areas (45' x 200' x 18' and 45' x 60' x 18' Steel Buildings)

- 6 ea. 14' x 14' doors
- 8 ea. 10' x 10' doors
- Heated area with doors
- Non-heated area with doors
- Covered storage area—open face
- Block or cement for first 4 or 5 ft
- Metal building construction, roof slopes one direction.
- Heat tape in gutters

Equipment that needs to be in heated area (115' x 45')

- Loader (15' wide)
- Backhoe (15' wide)
- Skid steer & Mini excavator (10' wide)
- Water leak trailer (10' wide) & Valve Exercise Trailer (10' wide)
- Small dump truck (10' Wide)
- Roller and trailer & Air compressor (10' wide)
- 4 wheeler and snow blower trailer
- Water leak truck (10' wide)

Equipment in cold storage with doors (85' x 45')

- 6 pick-ups
- Man basket trailer
- Crack sealer
- 7 ea. 10' x 10' doors

Equipment in cold storage open bays--no doors (60' x 45')

- Hot patch trailer
- White trailer
- Black trailers (2)
- Pipe racks and storage
- Fire hydrant storage
- Implements for equipment
- Future growth
- Garbage cans stacked

### Overall Site Plan Needs (4.08 acres)

- Water-fill station
- Main shop & office area
- Truck & Equipment area
- Salt bins & road base
- Room for storing salters
- Blocked-in area for other materials (soft fall, inch-minus, dirt/top soil, etc.)
- Public parking
- Fencing/security for shop site
- Storm drain
- Asphalt
- Storm water detention/retention
- Yard lighting – Beta Lights (LED) on buildings and salt storage
- Security camera system



# Washington Terrace City Corporation

## New Public Works Complex

### Preliminary Cost Estimate

Project Location: Approximately 625 East 5625 South

Date: March 1, 2016

Item	Description	Quantity	Unit	Unit Price	Total Amount
<b><u>SITE WORK</u></b>					
1	Clear & grub site and haul excess material	4.00	acres	\$3,000.00	\$12,000.00
2	Site excavation and grading (assumes balanced cut / fill & includes grading for detention basin)	12,000	c.y.	\$10.00	\$120,000.00
3	Furnish & install 12" thick road base in yard areas & under asphalted areas (120,000 s.f.)	8,700	tons	\$16.00	\$139,200.00
4	Furnish & install 30" standard curb & gutter	350	l.f.	\$17.50	\$6,125.00
5	Furnish & install 8" thick reinforced site concrete for driveways, pads, and aprons	3,750	s.f.	\$13.00	\$48,750.00
6	Furnish & install 4" thick concrete flatwork with 4" thick untreated base course in pedestrian access areas	900	s.f.	\$5.00	\$4,500.00
7	Furnish & install 4" thick asphalt in parking lot and access roadway (110,710 s.f.)	3,060	tons	\$70.00	\$214,200.00
8	Furnish & install sod landscaping including top soil and sprinkler system	19,000	s.f.	\$1.75	\$33,250.00
9	Furnish & install 3" caliper trees	36	ea.	\$400.00	\$14,400.00
10	Furnish & install perimeter site security fencing	1	l.s.	\$60,000.00	\$60,000.00
11	Furnish & install automated rolling gate with card swipe (DTMS) or pin pad at northwest entrance	1	ea.	\$4,500.00	\$4,500.00
12	Work and materials necessary to produce and comply with SWPPP	1	l.s.	\$20,000.00	\$20,000.00
<b>Subtotal SITE WORK =</b>					<b>\$676,925.00</b>
<b><u>SITE UTILITIES</u></b>					
<b>Culinary Water</b>					
1	Connect to existing 12" main in 5700 South	1	l.s.	\$2,000.00	\$2,000.00
2	Furnish & install 8" PVC C900 main from 5700 South to New Complex	270	l.f.	\$28.00	\$7,560.00
3	Furnish & install 6" PVC C900 site fire & service line loop	1,500	l.f.	\$25.00	\$37,500.00
4	Furnish & install yard and fire hydrants to meet fire code	4	ea.	\$4,500.00	\$18,000.00
5	Furnish & install 8" gate valve	1	ea.	\$2,200.00	\$2,200.00
6	Furnish & install 6" site gate valve	1	ea.	\$1,900.00	\$1,900.00
7	Asphalt patch (4" AC, 8" UTBC) in 5700 South	20	s.y.	\$45.00	\$900.00
8	Remove and replace existing curb & gutter in 5700 South	20	l.f.	\$35.00	\$700.00
9	Remove & replace 5700 South 4" concrete flatwork	48	s.f.	\$7.00	\$336.00
10	Furnish & install site water fill station and metering complete	1	ea.	\$7,000.00	\$7,000.00
<b>Subtotal Culinary Water =</b>					<b>\$78,096.00</b>
<b>Storm Drain</b>					
1	Connect to existing double catch basin in 5700 South	1	l.s.	\$1,000.00	\$1,000.00
2	Furnish & install 15" RCP storm drain outlet from site detention	270	l.f.	\$35.00	\$9,450.00
3	Furnish & install 15" RCP storm drain site piping	1,000	l.f.	\$35.00	\$35,000.00
4	Furnish & install 3'x3' site catch basin with H2O loading grate	8	ea.	\$1,200.00	\$9,600.00
5	Furnish & install roof drain connections to site storm drain lines	14	ea.	\$600.00	\$8,400.00
6	Furnish & install detention basin outlet control structure	1	l.s.	\$5,000.00	\$5,000.00
7	Remove & replace 5700 South 4" concrete flatwork	64	s.f.	\$7.00	\$448.00
<b>Subtotal Storm Drain =</b>					<b>\$68,898.00</b>

**Sanitary Sewer**

1	Furnish & install new 4' diameter manhole and connect to existing sewer main in 5700 South	1	l.s.	\$3,500.00	\$3,500.00
2	Furnish & install 8" PVC SDR-35 sewer main from site to 5700 South	270	l.f.	\$38.00	\$10,260.00
3	Furnish & install 8" PVC SDR-35 sewer main to site facilities	1,100	l.f.	\$34.00	\$37,400.00
4	Furnish & install site sewer cleanouts	10	ea.	\$400.00	\$4,000.00
5	Furnish & install site sewer manholes	3	ea.	\$3,000.00	\$9,000.00
6	Furnish & install site oil/water separator	1	l.s.	\$8,000.00	\$8,000.00
7	Asphalt patch (4" AC, 8" UTBC) in 5700 South	30	s.y.	\$45.00	\$1,350.00
8	Remove and replace existing curb & gutter in 5700 South	20	l.f.	\$35.00	\$700.00
9	Remove & replace 5700 South 4" concrete flatwork	64	s.f.	\$7.00	\$448.00

**Subtotal Sanitary Sewer = \$74,658.00**

**Power Service**

1	Power drop from existing primary power on Adams Avenue	1	l.s.	\$8,000.00	\$8,000.00
2	Furnish & install 4" schedule 40 PVC power conduit from Adams Avenue to site	360	l.f.	\$20.00	\$7,200.00
3	Furnish & install 4" schedule 40 PVC power conduit to facilities on site	1,100	l.f.	\$20.00	\$22,000.00
4	Furnish & install main wire from Adams Avenue to site	360	l.f.	\$8.00	\$2,880.00
5	Furnish & install site wire in conduit complete	1,100	l.f.	\$6.00	\$6,600.00
6	Furnish & install sectionalizer to site	1	ea.	\$6,000.00	\$6,000.00
7	Furnish & install site transformers	2	ea.	\$5,000.00	\$10,000.00
8	Power service meter(s) - Assumed by RMP	1	l.s.	\$0.00	\$0.00

**Subtotal Power Service = \$62,680.00**

**Natural Gas Service**

1	Connection to main in Adams Avenue - Assumed by Questar	1	l.s.	\$0.00	\$0.00
2	Furnish & install 2" natural gas main to complex from Adams Avenue	360	l.f.	\$20.00	\$7,200.00
3	Furnish & install 1" gas mains to complex site facilities	800	l.f.	\$16.00	\$12,800.00
4	Gas service meter(s) - Assumed by Questar	1	l.s.	\$0.00	\$0.00

**Subtotal Gas Service = \$20,000.00**

**Data & Security**

1	Data service connection to site - Assumed by Comcast or other service provider	1	l.s.	\$0.00	\$0.00
2	Site data & security camera 2" diameter conduit and wiring (can be shared)	1,700	l.f.	\$8.00	\$13,600.00
3	Site security camera system	1	l.s.	\$12,000.00	\$12,000.00

**Subtotal Data & Security = \$25,600.00**

**Site Lighting**

1	Furnish & install Beta (LED) lights on buildings and salt storage	22	ea.	\$500.00	\$11,000.00
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**Subtotal Site Lighting = \$11,000.00**

**Emergency Power Generation**

1	Natural gas / propane emergency generator & transfer switch	1	ea.	\$85,000.00	\$85,000.00
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**Subtotal Emergency Power Generation = \$85,000.00**

**Subtotal SITE UTILITIES = \$425,932.00**

**MAIN SHOP & OFFICE (80'x260')**

1	Building excavation, footings, and foundation walls	1	l.s.	\$75,000.00	\$75,000.00
2	Furnish & install shop floor including 6" thick reinforced concrete with 4" thick UTBC, sealant, and floor drainage system	15,360	s.f.	\$8.00	\$122,880.00
3	Furnish & install slab on grade stained and sealed concrete floor for office space (4" thick concrete on 4" thick UTBC)	5,440	s.f.	\$4.50	\$24,480.00
4	Furnish & install steel wall and roof structure for building including shop doors, heat-taped roof & roof drainage system	20,800	s.f.	\$50.00	\$1,040,000.00
5	Furnish & install 5' high rock wainscot on building exterior	1	l.s.	\$18,000.00	\$18,000.00
6	Office space wood framing, walls, insulation, plumbing, electrical, HVAC separate from shops, data, security, finish work, flooring, cabinets, lockers & appliances	5,440	s.f.	\$55.00	\$299,200.00

*7	Miscellaneous office and shop equipment	1	l.s.	\$90,000.00	\$90,000.00
8	Vehicle Washout Bay appurtenances including fire hose connections, rolling ladder platform, sediment sump, & central oil / water separator	1	l.s.	\$21,000.00	\$21,000.00
9	Oil / Lubricant Storage Area appurtenances including hose pumps for each barrel, sight glass style drums, spill containment/cleanup kit	1	l.s.	\$6,000.00	\$6,000.00
10	Shop Area HVAC heating system (Re-Verber-Ray preferred)	1	l.s.	\$35,000.00	\$35,000.00
11	Shop Area HVAC cooling system (Wall evaporative coolers)	1	l.s.	\$15,000.00	\$15,000.00
12	Shop Area general lighting (LED or T5) & electrical	1	l.s.	\$25,000.00	\$25,000.00
13	Shop Area general Compressor (80 gallon, high output, double piston) air units & hoses	1	l.s.	\$7,000.00	\$7,000.00
14	Shop Area roof vents / fans	1	l.s.	\$10,000.00	\$10,000.00
15	Shop Area overhead bridge cranes 4-5 ton	1	ea.	\$25,000.00	\$25,000.00
16	Shop Area monorail cranes 1-2 ton	1	ea.	\$10,000.00	\$10,000.00
17	Shop Area ATV lift (floor jack type)	1	ea.	\$2,000.00	\$2,000.00
18	Shop Area large industrial tool box	1	ea.	\$800.00	\$800.00
19	Shop Area metal shelving for parts, etc.	20	ea.	\$60.00	\$1,200.00
20	Shop Area bench drill press	1	ea.	\$400.00	\$400.00
21	Shop Area monorail crane 1-ton	1	ea.	\$7,000.00	\$7,000.00
22	Shop Area Mezzanine, interior walls, stairway & railing construction	1	l.s.	\$50,000.00	\$50,000.00
23	Mechanic's Bay appurtenances including 15-18 ton rotary lift, oil lube & covers, compressed air hook-ups, electrical hookups, fire hose fill line, lighting & exhaust tubes & fans	1	l.s.	\$56,000.00	\$56,000.00
24	Exhaust / ventilation systems	1	l.s.	\$15,000.00	\$15,000.00
25	Shop Bay general appurtenances including bollards, eye wash station, hose bibs, utility sink, lockers, overhead fans & security keypads	1	l.s.	\$17,000.00	\$17,000.00
26	Separated / Walled Area appurtenances including tool room, welding room, shop mechanical room, wood shop, storage & parts rooms	1	l.s.	\$13,000.00	\$13,000.00
27	Wash Bay appurtenances	1	l.s.	\$5,000.00	\$5,000.00
<b>Subtotal MAIN SHOP &amp; OFFICE =</b>					<b>\$1,990,960.00</b>

**TRUCK / EQUIPMENT STORAGE BUILDING #1 (45'x200')**

1	Building excavation, footings, and 5' high foundation walls	1	l.s.	\$65,000.00	\$65,000.00
2	Furnish & install building floor including 6" thick reinforced concrete with 4" thick UTBC	9,000	s.f.	\$7.00	\$63,000.00
3	Furnish & install steel wall and roof structure for building including 14' doors, heat-taped roof & roof drainage system	9,000	s.f.	\$45.00	\$405,000.00
4	Interior wall framing, insulation, electrical, HVAC for heated area, security & finish work	1	l.s.	\$40,000.00	\$40,000.00
<b>Subtotal TRUCK / EQUIPMENT STORAGE BUILDING #1 =</b>					<b>\$573,000.00</b>

**TRUCK / EQUIPMENT STORAGE BUILDING #2 (45'x60')**

1	Building excavation, footings, and 5' high foundation walls	1	l.s.	\$22,000.00	\$22,000.00
2	Furnish & install building floor including 6" thick reinforced concrete with 4" thick UTBC	2,700	s.f.	\$7.00	\$18,900.00
3	Furnish & install steel wall and roof structure for building including doors, heat-taped roof & roof drainage system	2,700	s.f.	\$25.00	\$67,500.00
4	Electrical & finish work	1	l.s.	\$12,000.00	\$12,000.00
<b>Subtotal TRUCK / EQUIPMENT STORAGE BUILDING #2 =</b>					<b>\$120,400.00</b>

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**SALT / SAND / SOIL / ROAD BASE STORAGE SHED (30'x60')**

1	Building excavation, footings, foundation and 8' high rear wall to key into existing northerly slope	1	l.s.	\$20,000.00	\$20,000.00
2	Furnish & install shed floor including 6" thick reinforced concrete with 4" thick UTBC	1,800	s.f.	\$7.00	\$12,600.00
3	Furnish & install steel wall and roof structure for building including heat-taped roof & roof drainage system	1,800	s.f.	\$20.00	\$36,000.00

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**Subtotal TRUCK / EQUIPMENT STORAGE BUILDING = \$68,600.00**

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**SUBTOTAL ENTIRE COMPLEX CONTRUCTION = \$3,855,817**

**10% Contingency = \$385,582**

**6%± Architectural & Engineering = \$231,349**

**GRAND TOTAL = \$4,472,748**

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\* Note: Detail of office and shop equipment included on separate sheet

# City Council Staff Report

## FINANCE DEPARTMENT

**Author:** Shari' Garrett  
**Subject:** MUNICIPAL FINANCIAL ADVISORY SERVICES  
**Date:** June 7, 2016  
**Type of Item:** MOTION

**Summary Recommendations:** The City Council approve a Municipal Financial Advisor

### Description:

**A. Topic:** Municipal Financial Advisory Services

**B. Background:** In response to the impending construction of a new public works facility, staff recently solicited proposals from three firms for *Municipal Financial Advisory Services* to provide the City with the following services:

- Financial advice, assistance, and coordination of bonds to be issued;
- Financing techniques, options, and structuring;
- Credit rating and investor market strategies;
- Preparing documents; and
- Timely closing of bonds to be used to finance a new public works facility.

Employing outside financial specialist to assist in issuing bonds is required. Other key players to be employed in a bond transaction will include: bond counsel, underwriter, trustee, paying agent/registrars, auditing, printing, escrow verification services.

**C. Analysis:** A selection committee comprised of the City Manager Tom Hanson, Finance Director Shari' Garrett, and West Point City Manager Kyle Laws, received oral presentations from three highly qualified firms to discuss any aspect of the request for proposal (RFP attached). Each firm subsequently submitted a written proposal (attached) that was evaluated and scored by the selection committee according to the following factors as outlined in the RFP:

- a. Prior Experience
- b. Work Performance with the City
- c. Qualifications
- d. Financing techniques and methods
- e. Involvement of City staff
- f. Fee Schedule
- g. Oral presentation

The total average points assigned to each firm was as follows (100 point max.):

Zions Public Finance	96.32 (committee recommended)
George K. Baum & Company	90.83
Lewis Young, Robertson & Burningham	89.31

Based upon these results, the selection committee recommends Zions Public Finance to serve as Municipal Advisor.

The Council will be given a timeline of events to move forward with the financing of this project upon entering into a contract with the selected firm. The immediate timeline will include adopting a Parameters Resolution authorizing the publication of the Notice of Bonds to be issued and setting the date, time, and place for a public hearing on issuing bonds.

**Other Considerations:** Proposed *fee structure*. Proposed fees to be paid to the financial advisor of \$19,500 are based on bonds issued in the amount of \$5,000,000. These fees are subject to change in relation to the actual par amount of bonds issued. The payment of these fees are only available if bonds are sold.

**D. Recommendation: The City Council, by motion, accepts the selection committee's recommendation to approve the Municipal Advisory Services proposal submitted by Zions Public Finance and directs staff to enter into such an agreement according to the terms and conditions outlined in the RFP and proposal submitted.**

Department Review: Finance Director, City Manager

# Municipal Advisory Services - Request for Proposals

May 2016

Evaluation	Max. Points	Proposers Average Scoring		
		GKB	Lewis Young	Zions Bank
a. <i>Prior experience</i> in structuring and completing transactions of similar nature, size, and complexity;	15	15.00	15.00	15.00
b. Positive <i>work performance with the City</i> on other financial advisory matters;	20	12.50	16.00	19.50
c. <i>Qualifications</i> of assigned personnel who will conduct the work for the City;	15	15.00	15.00	15.00
d. Proposed <i>financing techniques and methods</i> for this issue that are deemed to be in the best interest of the City based on a thorough analysis of market timing, relevant rating, security, structure and other factors pertaining to the proposed bond issue;	15	15.00	14.33	14.33
e. Proposed <i>involvement of the City's staff</i> and administration;	10	10.00	10.00	10.00
f. Proposed <i>fee schedule</i> ;	15	15.00	11.97	13.15
g. Oral presentation effectively and precisely communicated key points of proposal.	10	8.33	7.00	9.33
<b>TOTAL POINTS</b>	<b>100</b>	<b>90.83</b>	<b>89.31</b>	<b>96.32</b>

WASHINGTON TERRACE CITY  
PROCLAMATION 16-02

In Support of Local First Utah's Independents Week

**Whereas**, Independents Week provides a time to celebrate the independence of the members of the community of Washington Terrace and the entrepreneurial spirit represented by our core of local independent businesses; and

**Whereas**, the individual decisions every community member makes today affect the future of Washington Terrace; and

**Whereas**, Washington Terrace's local independent businesses help preserve the uniqueness of the community and give us a sense of place; and

**Whereas**, Washington Terrace's core of independently-owned businesses give back to this community in goods, services, time and talent; and

**Whereas**, the health of Washington Terrace's economy depends on our support of businesses owned by our friends and neighbors; and

**Whereas**, Washington Terrace's independent business owners and employees enrich community members' shopping experiences with their knowledge & passion;

**Therefore**, as we celebrate Independents Week 2016, we acknowledge that the ability to choose the direction of Washington Terrace lies within each of us.

NOW, THEREFORE, I, Mark C. Allen, Mayor of the city of Washington Terrace, do hereby proclaim the week of July 1-7 2016, as: "Independents Week" and salute our community members and locally owned independent businesses who are integral to the unique flavor of Washington Terrace and honor their efforts to make Washington Terrace the place we want to live and work.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of Washington Terrace to be affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Mark C. Allen, Mayor of Washington Terrace

**WASHINGTON TERRACE CITY  
RESOLUTION 16-08**

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,  
ENTERING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
WASHINGTON TERRACE AND THE SECOND DISTRICT JUVENILE COURT  
FOR GRAFFITI REMOVAL PROGRAM.**

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits 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;

**WHEREAS**, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

**WHEREAS**, the City of Washington Terrace (hereafter "City") and the Second District Juvenile Court (hereafter "Court") have mutually agreed to a various senior services;

**WHEREAS**, the Court proposes the Interlocal Agreement (hereafter "Agreement") for a various graffiti removal services as attached hereto as Exhibit "A" and incorporated herein by this reference;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Washington Terrace that the Agreement with the Court, as attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved and adopted. The City Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the City.

PASSED AND APPROVED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
MARK C. ALLEN, Mayor  
City of Washington Terrace

ATTEST:

\_\_\_\_\_  
AMY RODRIGUEZ, City Recorder

ROLL CALL VOTE  
Council Member Brown  
Council Member Jensen  
Council Member Barker  
Council Member Monsen  
Council Member Shupe

## COMMUNITY PARTNER COOPERATIVE AGREEMENT

This agreement is dated as of \_\_\_\_\_, and is between WASHINGTON TERRACE (the "City") and the UTAH STATE SECOND DISTRICT JUVENILE COURT (the "Court").

This contract is made in reference to the following facts:

The Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code 1953 as amended authorizes public agencies of the State of Utah, including courts, counties, and cities to enter into agreements with one another in order to exercise their powers, privileges, and authority on a joint, cooperative basis.

The City is authorized to assist in the protection of persons and property, to remove nuisances existing in public places, and to enforce laws relating to the suppression of offenses.

The City has noticed the existence of vandalism, graffiti, and a need for upkeep of public places, and is aware that timely remediation of these situations is an effective deterrent to crimes and nuisances.

The City wishes to contract with and authorize the Court to remove graffiti, repair vandalism, and to perform other public service activities for the City and the City property owners.

The Court has an established community service work program, administered and staffed by Court personnel and by volunteer and Court-ordered community service workers.

The Court and the City both wish to provide effective graffiti removal, vandalism repair, and public space improvement services to the City and to its property owners without either being subordinate to the other, without substantial additional program infrastructure cost or investment, and without removing the City's responsibility of investigation, documentation, and prosecution of any criminal offenses.

The parties therefore agree as follows:

### 1. Period and Termination

- (a) Period. This agreement is for the time period from the agreement date above through June 30, 2017, when the agreement will automatically terminate.

- (b) Voluntary Termination. Either party may, upon written notice to the other party, terminate the agreement at any time. The City shall pay the Court for all services rendered prior to the termination date.
- (c) Completion Termination. If the Court has provided, and the City has paid for, service that has reached the period cost limit designated in paragraph 3(e) and the parties do not increase the period cost limit in accordance with paragraph 3(e), this agreement is terminated by completion.

## 2. Duties of the Court

- (a) Tasks. The Court agrees to provide graffiti removal, vandalism repair, or other public-service activity for the City and on behalf of the City for owners of property within the City. The Court will provide this work until termination of the agreement in accordance with paragraph 1 of this agreement.
- (b) Beginning a Task. The Court agrees to begin a graffiti removal, vandalism repair, or other public service activity within one week of the City submitting a Service Needed Report to the Court's service work crew program supervisors. The Court begins a project by seeking waivers of liability, creating an estimate of cost if one is requested by the City, or any other substantive action towards the completion of the project. A blank copy of the Service Needed Report is attached to this agreement as **Exhibit A**. If the Court is unable to begin service within one week of receiving the Service Needed Report, the Court agrees to inform the City of the delay at the earliest opportunity.
- (c) Waiver of Liability Required. The Court requires owners of property within the City to agree to and sign a Waiver of Liability prior to the Court performing any graffiti removal, vandalism repair, or other activity under this agreement that is performed upon the personal or real property of the property owner. A copy of the signed waiver will be kept by the Court and available to the City upon request. The Court agrees to work with the City, if needed, to obtain the signed waiver. The Court will not perform any work unless and until the waiver is fully executed. A blank copy of the Waiver of Liability is attached to this agreement as **Exhibit B**.
- (d) Notification of Completion. The Court agrees to notify the City through the service work crew program staff or supervisors by email or telephone within one week when a graffiti removal, vandalism repair, or public space service activity has been completed under this agreement.
- (e) Billing Statement. The Court agrees to send a monthly Account and Billing Statement to the City on the first week of each month of the agreement period. This

statement will reflect the amount of work performed under this agreement for the previous month and the amount due by the City to the Court for that work, as well as any arrearage or credit. A blank copy of the Account and Billing Statement is attached to this agreement as **Exhibit C**.

- (f) Notification of Funding Limit. The Court agrees to inform the City should the annual amount of work performed by the Court under this agreement reach the maximum period cost designated in paragraph 3(e) prior to the end of the agreement term or termination. The Court will not charge the City for work performed in excess of the term cost limit set in paragraph 3(e) unless the maximum period cost has been increased in accordance with that same paragraph.

### 3. Duties of the City

- (a) Designation of the Court. The City hereby designates the Court as the graffiti removal and clean-up organization whose services are offered to owners of property within the City, including the City itself. Any recoupment from private insurance providers for the cost of graffiti removal, vandalism repair, or other project performed by the Court under this contract is solely the responsibility of the City.
- (b) Requesting Court Performance. The City agrees to submit to the Court a Service Needed Report, attached as **Exhibit A**, when it desires Court activity to be performed under this agreement. This report can be submitted either in writing, by email, or by telephone, as directed by **Exhibit A**.
- (c) Waiver of Liability Collection. The City agrees to work with the Court, when necessary, to obtain Waivers of Liability through action by City employees, including the Weber County Sheriff's Office.
- (d) Monthly Payment. In consideration for the Court's services, the City agrees to pay the Court the amount indicated as due on the monthly billing statement within 30 days of receiving the Account and Billing Statement, attached as **Exhibit C**. Checks should be made out to "*The Second District Juvenile Court*." If the City account becomes past due, the Court may elect to discontinue additional work under this agreement until the City has paid in full for work already done by the Court to that point.
- (e) Maximum Period Cost. The City is not responsible to pay the Court for work performed under this agreement in total excess of \$ 1,000.00 for the term of the agreement. If this amount is met and paid by the City to the Court prior to the termination of this agreement, the City may, with written notice to the Court,

request to increase the amount of the maximum period cost for the remainder of the agreement period. If the Court agrees to the increase through written notice to the City, the maximum period cost is increased to the agreed-upon amount and the City agrees to pay the Court for work performed up to the new maximum period cost.

#### 4. Miscellaneous

- (a) Rate of Labor. The cost to the City of the on-site Court service work crew performed under this agreement will be calculated at \$40.00 for work up to the first hour, then \$20.00 for each 30 minutes of work completed after the first hour, per crew. Crews generally consist of six to eight youth volunteers and one or two deputy probation officers. The cost of materials and supplies needed to complete the project will be the responsibility of the Court and not passed on or billed to the City.
- (b) Joint Personal or Real Property. The City and the Court agree that there will be no joint personal or real property to be acquired, held, or disposed of as part of this agreement. Any equipment donated to the Court by the City will be returned to the City if not used and any materials or equipment acquired by the Court from sources other than the City for the purposes of this agreement that remain unused by the Court will remain property of the Court.
- (c) Separate Budget. This agreement and the actions performed under it shall not receive separate financing nor shall a separate budget be required by either party.
- (d) Indemnification. The City shall have no responsibility for the actions of the Court personnel and/or volunteers who perform services in the City under this agreement. The Court shall indemnify and save harmless the City, its officers, and employees from all suits, actions, or claims of any kind brought about because of any injuries or damage received or sustained by any person or property on account of the negligent operations of the Court or on account of or in consequence of any act or omission, neglect, or misconduct of Court personnel or volunteers. The City shall indemnify and save harmless the Court, its officers, employees, and volunteers from all suits, actions, or claims of any kind brought about because of any act or omission, neglect, or misconduct of City personnel, officers, employees, and representatives. By entering into this agreement, neither the Court nor the City waives their respective protections and immunities granted under the Utah Government Immunity Act, Utah Code section 63G-7-101.
- (e) Writing Requirement. This agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

(f) Governing Law. This agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

(g) Authorization. The individuals executing this agreement on behalf of the Court and the City verify that they are authorized to enter into this agreement on behalf of the Court or the City.

(h) Copy of Agreement. During the period this agreement is in force, both the City and the Court agree to keep a copy filed with their respective official keeper of records.

(i) Addresses. All notices required under this agreement shall be delivered to the following addresses:

UTAH SECOND DISTRICT JUVENILE COURT  
444 26<sup>TH</sup> STREET  
OGDEN, UTAH 84401  
801.628.1063

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**City Authorized Signatures**

**Court Authorized Signatures**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A

# SERVICE NEEDED REPORT

## SECOND DISTRICT JUVENILE COURT

### COMMUNITY SERVICE TEAM

**Community Service Team Supervisor:**  
Matt Tucker 801-920-3606 [mattt@utcourts.gov](mailto:mattt@utcourts.gov)

**Graffiti Hotline:** 801-629-8752

**Site Address:** \_\_\_\_\_ **City:** \_\_\_\_\_

**Location Details:** \_\_\_\_\_

**Person Making Request:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **Organization:** \_\_\_\_\_

**Tasks Requested:**

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**Time Sensitive?** \_\_\_\_\_ **Needed Completion Date:** \_\_\_\_\_

**Reason for Time Sensitivity:** \_\_\_\_\_

**OFFICE USE ONLY**

**Date Received:** \_\_\_\_\_ **Estimated Hours Needed** \_\_\_\_\_

**Date Completed:** \_\_\_\_\_ **Assigned DPO:** \_\_\_\_\_

Exhibit B

**WAIVER OF LIABILITY FORM  
SECOND DISTRICT JUVENILE COURT  
COMMUNITY SERVICE GRAFFITI REMOVAL**

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**Please Complete the Following Form and Return it to Court or City Personnel:**

Name of the Property Owner or Manager: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address of Graffiti/Service Need: \_\_\_\_\_

Is this Property an Historic Building? \_\_\_\_\_

**Graffiti removal may require various types of removal efforts. Please indicate if you object to and do not wish any of the following method to be used. Please understand that limiting the removal options may reduce the effectiveness of the graffiti removal:**

Chemicals                       Pressure Wash                       Paint

Other; Please Explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**This Waiver of Liability Form is to address an individual graffiti remediation event, which may require a single or multiple visits. This waiver expires upon the completion of that remediation event. Should a new graffiti removal need arise, a new Waiver of Liability Form must be completed.**

**Please Read the Following Before Signing**

I, the owner or manager of the property above, having legal responsibility for the above property, request and authorize the Second District Juvenile Court Community Service graffiti Removal Team to remove, clean, and otherwise mitigate any graffiti on this property in any manner that i have not limited in this document. I understand that I may provide matching paint to cover the graffiti, and that if I do not provide matching paint and do not object to the use of paint, the Graffiti Removal Team may use the paint in their inventory that matches the closest with the surface. I will not be held responsible for the cost of paint used that I did not provide to the removal team.

I am aware that I have the final determination as to which of the available methods may be used to remove graffiti from my property and that I am encouraged, but not required, to be on location to supervise the removal process.

I understand that the results of the graffiti removal process are not guaranteed by the City or by the Juvenile Court. I understand that the removal process may not entirely remove all traces of graffiti due to permanent chemical damage and alterations caused by the graffiti. I am aware that some graffiti residue and trace may remain and that high pressure or chemical cleaning methods may have some impact on the surfaces being cleaned.

Graffiti Removal Team supervisors will always accompany the removal team and are well-trained and careful to reduce impact or damage caused by the graffiti removal process, However, as in any project of this type, I am aware that in spite of the care of the removal team, some impact may occur to the property and plant life proximate to the removal site due to spills, overspray, difficult to reach areas, or other challenges.

In the event of accidental damage related to the graffiti removal process, I take full responsibility for the damages and related costs for cleanup or repair and indemnify the City, its officers, and employes as well as the Court, its officers, and employees from all suits, actions, and claims or any kind brought about because of any injuries or damage sustained by any person or property on account of any negligent operations of the Community Service Removal Team or in consequence of any act or omission, neglect, or misconduct of City or Court personnel or volunteers.

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Signature of Property Owner/ Manager

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Title / Association with Property

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Date

# INVOICE

## Second District Juvenile Court

16520th Street  
 Ogden, Utah 84401  
 801-334-4777  
[sherik@utcourts.gov](mailto:sherik@utcourts.gov)

STATEMENT NO. 1234 -  
 INVOICE DATE August 14, 2015  
 CUSTOMER ID YRCTY

**BILL TO**

Your City  
 Corner of State and Main  
 Your City, Utah  
 Your Phone Number

**COMMENTS**

DATE OF SERVICE	LOCATION OF SERVICE			HOURS WORKED	INVOICE AMOUNT
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	INVOICE AMOUNT

Credits/Debits	
Statement #	1234 -
Credit to date	
Amount Due	
<i>Please Pay the Amount Due</i>	

Make all checks payable to Second District Juvenile Court  
**THANK YOU FOR YOUR BUSINESS!**