

8.2 MOTION/ORDINANCE 19-01: NUISANCE ORDINANCE AMENDED

An ordinance amending chapter 8.16 of Municipal code clarifying nuisance violations.

8.3 MOTION: APPROVAL OF THE CONSTRUCTION CONTRACT FOR IMPROVEMENTS TO WATER TANK# 1 (2018 CDBG FUNDED PROJECT)

Bids for this project will be opened on March 12th. The project is the second half of the 2018 CDBG funded Project. The seismic upgrades were completed in December. The second phase is the improvements and painting.

8.4 MOTION/RESOLUTION 19-03: TO APPROVE AN INTERLOCAL AGREEMENT WITH WEBER COUNTY ELECTIONS OFFICE FOR 2019 MUNICIPAL ELECTION

A Resolution authorizing the interlocal agreement with Weber County for election support services for the 2019 Municipal elections. These services include, but not limited to, by mail ballot administration, ballot tabulation and reporting, and provisional ballot verification.

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

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

April 2nd : Work Session 5:00 p.m.

April 2nd: City Council Meeting 6:00 p.m.

April 16th: Work Session 5:00 p.m.

April 16th: City Council Meeting 6:00 p.m.

April 24-26th ULCT

April 25th: Planning Commission Meeting (tentative) 6:00 p.m.

12. ADJOURN THE MEETING: MAYOR ALLEN

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

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

CERTIFICATE OF POSTING

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

49 begin as soon as possible, stating that is will need to have road base down by that weekend.

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51 Council Member Weir stated that he remembers when the parade route changed many years ago and no
52 one showed up. His preference is to keep it the way it is.

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54 Solomon asked for recommendations for Gran Marshall. The Mayor suggested the School District
55 Superintendent Jeff Stephens. Hanson stated that there is time to decide the Marshall. Council Member
56 Brown suggested Darlene and Jimmy Allen. Council Member Weir and the Mayor agreed that they
57 would be a good choice, noting that they are both involved in scouting and Mr. Allen also had served on
58 the Council. Council Member Weir will reach out to them.

59

60 Solomon stated that he has scheduled the dog races again, as it is a big draw. There will also be the
61 reptile exhibit.

62

63 Lt. Pledger stated that he can make arrangements for the mobile unit to be at Terrace Days. Solomon
64 stated that we have had it before and it is not a problem to accommodate. Council Member Brown asked
65 if the canine unit could be in the parade. Lt. Pledger stated that the dogs may be very protective if people
66 approach the vehicle, but a drive through may be possible. Pledger stated that he may be able to arrange
67 a demonstration, however, there may be an issue with separating spectators and the dogs. Hanson stated
68 that he has rethought the situation and decided it may not be for the best.

69

70 Solomon stated that there are several band ideas. Solomon stated that we have a company for the sound
71 system.

72

73 Solomon stated that he spoke to the firework vendor last year about the poor display. He stated that they
74 stated that they would do better this year. Solomon stated that the price is lowest for the show that they
75 provide. He also noted that it was very windy, which may have contributed to the low projection of the
76 fireworks.

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78 Hanson stated that it has been challenging getting the flags for the flag parade.

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MAYOR, COUNCIL, AND STAFF MEMBERS

97 Mayor Mark C. Allen
98 Council Member Scott Monsen
99 Council Member Blair Brown
100 Council Member Larry Weir
101 Council Member Scott Barker - Excused
102 Council Member Jeff West - Excused
103 Public Works Director Steve Harris
104 City Recorder Amy Rodriguez
105 City Manager Tom Hanson
106 Lt. Jeff Pledger

107
108 **Others Present**

109 Charles and Reba Allen, Amy Miller, Ulis Gardiner, Del Kraaima, Gary Klema, Kevin Gardiner,
110

111 **2. ROLL CALL**

6:00 P.M.

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113 **3. PLEDGE OF ALLEGIANCE**

114 Mayor Allen introduced Milo Christiansen from Troop 95 to lead the pledge of allegiance.
115

116 **4. WELCOME**

117 Mayor Allen introduced Sheriff Arbon and his team.

118 Sheriff Ryan Arbon stated that he and his staff appreciates the partnership with the Terrace.

119 Sheriff Arbon was elected this past January. He stated he has a great staff with the Weber County
120 Sheriff's Office.

121 Sheriff Arbon introduced Chief Randall Roundy and Chief Aaron Perry.

122 Council Member Monsen stated that we really appreciate what the law enforcement officers do in our
123 City. Mayor Allen thanked Lt. Pledger for his work in the Terrace and all that he does for the City.
124

125 **5. CONSENT ITEMS**

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127 **5.1 APPROVAL OF AGENDA**

128 **5.2 APPROVAL OF FEBRUARY 19, 2019, MEETING MINUTES**

129 Items 5.1 and 5.2 were approved by general consent.
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131 **6. CITIZEN COMMENTS**

132 Resident Gary Klema – 429 W 4679 S- asked if the City will be raising property taxes to cover the
133 budget. He also would like to know when the City will address all the homes that are being rented out.

134 He stated that he would like homes that rent out their basements to be charged for the extra family living
135 in the home. He stated that there are a few homes like that on his street.
136

137 Resident Ulis Gardiner- 4608 S 450 W- wanted to know how many homes are in the Terrace.

138 He stated that it is a lot of money if there is an increase for taxes for \$10.00 a month per home. He stated
139 that he would like to see the budget. He stated that he thinks that the increase is too large for the Fire
140 Department and wants to know who else is getting raises. He stated that we have money for a new Public
141 Works Department, but not to get other items fixed in the City.
142

143 South Ogden Resident Amy Miller- 6130 S 1375 E. wanted to thank Council Member Barker for

144 attending a meeting at the Methodist Church for Community Outreach. She stated that they had a round

145 table discussion. She stated that there will be a Rise against Hunger Community Event this Saturday
146 from 9 to noon at the Methodist Church.

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

150 Hanson stated that he would welcome Mr. Klema to report the specific homes in violation of the rental
151 Ordinance to the building inspector. Hanson stated that the taxes for the home are the same regardless of
152 how many people or families are living in a home. Hanson stated that the home value is the same.
153 Hanson stated that the power use for a home, or a four plex, is the same usage whether there is only one
154 meter or two meters on the home. Hanson stated that the calculation for the value of the home remains
155 the same. He stated that the tax value remains the same.

156
157 Hanson stated that he is not prepared to go into detail on individual budget line items. He stated that the
158 budget is online on our webpage. It is also on the state transparency website. Hanson stated that he would
159 be more than willing to speak to anyone who is interested in the budget. Hanson stated that rumors about
160 a tax increase for the Fire Department are true. He stated that he would meet with anyone who is
161 interested. Hanson stated that we have a very clear definition on where the extra funds would be applied
162 for the Fire Department. Hanson stated that we need to increase our fire fighters from 2 person shifts to 3
163 person shifts. Mayor Allen stated that it will be interesting as we talk about the fire department in future
164 months. He stated that we will be having open houses and forums to discuss the situation. He stated that
165 he has been pleasantly surprised as to what he is paying in property taxes as to what he paid 18 years ago.
166 He stated that he realizes that no one wants to pay more taxes.

167 Council Member Brown stated that we have an antiquated Fire System. He stated that he is the toughest
168 when raising anything. He stated that the Council are the last to want to raise taxes. He stated that
169 Council voted to increase public safety. He stated that Mr. Gardiner should come in and listen to the
170 recordings and read the minutes. He stated that Council is working their hardest to help the people. He
171 stated that the Council talks about the ability to pay and the income of the residents. He stated that the
172 Council appreciates the comments from the residents. Mayor Allen stated that we are a smaller
173 community than the county.

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175 **8. NEW BUSINESS**

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177 **8.1 MOTION/RESOLUTION 19-03: RESOLUTION TO TERMINATE**
178 **PARTICIPATION IN THE ICMA RETIREMENT CORPORATION**
179 **GOVERNMENT MONEY PURCHASE PLAN AND TRUST PLAN**

180 Hanson stated that the ICMA retirement plan was adopted many years ago. There has not
181 been any participation in the plan for several years. The plan was set up through a resolution,
182 and the ICMA requires that a resolution terminate the plan.

183 **Motion by Council Member Monsen**
184 **Seconded by Council Member Weir**
185 **To adopt Resolution 19-03 to**
186 **Terminate participation in the ICMA retirement Corporation**
187 **Government Money Purchase Plan and Trust Plan**
188 **Approved unanimously (3-0)**
189 **Roll Call Vote**

190
191 **9. COUNCIL COMMUNICATION WITH STAFF**

192 Council Member Monsen thanked Steve Harris for having the pothole filled by the golf course as

193 requested.
194 Council Member Brown thanked the front office staff for their hard work. He stated that he feels that we
195 are trying to go the extra mile to warn people if their bill has an unusual amount.
196 Council Member Weir also thanked public works for their work on the pothole repairs.
197 Hanson stated that he and Council received an email from a resident concerning a large pothole. He
198 stated that the resident appreciated the quick response and that the pothole is being considered as part of
199 the spring clean-up.
200

201 **10. ADMINISTRATION REPORTS**

202 Hanson stated that the decorative light replacement parts have shown up and will be worked on
203 tomorrow.
204 Hanson stated that we have received several grants recently.
205 Mayor Allen stated that in the last 14 years, the city has received 14.3 million dollars in grants. He stated
206 that every effort is put into managing the city in ways that does not increase taxes for the resident. He
207 stated that grant applications are a council priority. Hanson stated that every year we maximize our
208 ability to earn revenues.
209 Hanson stated that the discussions regarding the Fire Department will be focused in the next newsletter.
210 Hanson stated that there are no benefits, or overtime, associated with the volunteer Fire Department.
211 Hanson stated that there are many challenges with retention and recruitment with the Fire Department.
212 Hanson stated that this choice is a lesser tax rate for the residents than consolidation with the Fire
213 District. Hanson stated that we will stay as a volunteer fire department with a modest stipend per shift.
214 Hanson stated that he has been attending the legislative sessions.
215

216 **11. UPCOMING EVENTS**

217 **12. MOTION: ADJOURN INTO CLOSED SESSION**

218 The Council adjourned into closed session to discuss:
219 o Strategy session to discuss pending or reasonably imminent litigation
220 o Discussion regarding deployment of security personnel, devices, or systems
221

222 **Motion by Council Member Weir**
223 **Seconded by Council Member Brown**
224 **To adjourn into closed session**
225 **Approved unanimously (3-0)**
226 **Roll Call Vote**
227 **Time: 7:09 P.M.**
228

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

230 Mayor Allen adjourned the closed session and regular meeting at 8:27 P.M.
231

232 _____
233 Date Approved City Recorder
234
235



City Council Staff Report

Building & Planning

Author: PLANNING DEPARTMENT
Subject: Amendment to the 'Nuisance ordinance' section 8.16.
Date: March 19, 2019
Type of Item: Amendment section 8.16 the Nuisance Ordinance.
Discussion: Recommendation for Approval

Summary Recommendations: The underlined areas of the nuisance code have been revised. The revised changes have been made with several reviews at Planning Commission meetings and suggestion from the Commissioners, and with review and changes by staff and the City's land Use Attorney Bill Morris. The item had a public hearing at the February 28th meeting with no comments.

Description:

A. Background:

The additions are being added for regulatory purposes and the change is a recommendation by staff. Code enforcement was established with the current language in 2002. The purpose was to solidify the city nuisance enforcement code. Prior to 2002, the language was vague and in some cases, violations could not be won or enforced in court and were lost as result. The city puts a lot of emphasis on code enforcement, and staff feels that it is time once again to review the nuisance ordinance to help clarify violations so that they may be enforced in court proceedings.

The Planning Commission and Planning Staff have revised Section 8.16 and the amendments have been given a favorable recommendation to approve by the Commission. The changes will provide clarity to nuisance complaints and to the violators.

B. Department Review:

The Building & Planning Dept. have reviewed the ordinance and have given their approval. Bill Morris, City Land Use Attorney, has reviewed and has codified the nuisance ordinance and gives his approval.

Alternatives:

- A. Approve the Request: Council May approve the Ordinance.
- B. Deny the Request: Council May deny the Ordinance.
- C. Council May Continue the Item with recommendations to staff

Recommendation:

Staff Recommends approval.

WASHINGTON TERRACE CITY

ORDINANCE 19-01

NUISANCE ORDINANCE AMENDED

**AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE, UTAH,
AMENDING CHAPTER 8.16 OF THE WASHINGTON TERRACE
MUNICIPAL CODE RELATING TO THE NUISANCE ORDINANCE;
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, *Utah Code Annotated* 10-8-840 and 10-8-60 authorizes the City to exercise certain police Powers and nuisance abatement powers, including but not limited to providing for safety and preservation of health, promotion of prosperity, improve community well-being, peace and good order for the inhabitants of the City;

WHEREAS, *Utah Code Annotated* 10-11-1, et seq., allows the City to regulate nuisances;

WHEREAS, after publication of the required notice, the Planning Commission held its public hearing on _____, 2019, and subsequently gave its recommendation to _____ this Ordinance;

WHEREAS, the City Council received the recommendation from Planning Commission and held its public meeting on _____, 2019, and desire to act on this Ordinance;

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

Section 1: Repealer. Any word, sentence, paragraph, or phrase inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

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

**Chapter 8.16
Inspection and Cleaning**

8.16.010 Authority.

This Chapter is ~~known as~~ entitled “Inspection and Cleaning: and adopted as authorized by Utah Code Annotated 10-11-1, et seq., 1953 as amended. In accordance with Utah Code Annotated 10-8-60, the City hereby exercises its broad authority to declare what ~~shall be constitutes~~ nuisance, ~~and provide for the abatement of the same~~, and impose fines upon any persons or other entity that ~~who~~ may create, continue, or suffer any nuisance to exist.

8.16.020 Definitions.

As used in this code, the following words mean:

1. “Abandoned” means a nuisance condition or nuisance object left or perceived to be left unattended, disused, discarded, discontinued for more than 10 days upon public or private property.
2. “Abate” or “abatement” means an action by the City to maintain neighborhoods by reducing blight and other unsafe conditions to correct or otherwise remedy to put an end to any condition that is declared a nuisance in this Chapter.
3. “Enforcement official” means a building inspector, code enforcement official, sheriff, or any other official designated by the city manager to provide enforcement of this Chapter
4. “Injurious” means whatever is injurious to health, indecent, or unreasonably offensive to the senses, or an obstruction to the free use of property so as essentially to interfere unreasonably with the comfortable enjoyment of life or property is a nuisance.
5. “Nuisance” means someone or something and/or condition that is causing a problem, is annoying and such conditions consist of but not limited to an unsightly or deleterious objects, structures, unsightly property, noxious environment and surrounding, trash, junk, refuse or garbage, anything rendering property and the soil, air, water, or food to be impure or harmful. Where the City has declared a nuisance using the broad nuisance declaration and powers set forth in the Utah Code Annotated 10-8-60.
6. “Nuisance vehicle” means any wrecked, obsolete, junked, inoperable, unregistered, or expired vehicle, or any such vehicle that exist within the city that is in violation of this chapter or any chapter within the City Municipal Code. It also includes any vehicle or part of a vehicle that is parked illegally on public property or the public right-of-way, in violation of land use regulations, not able to be driven legally based on any condition of status. It further includes any vehicle used for commercial purposes in a residential zone that is not actively going to or returning from a delivery in the City, or a vehicle used for commercial purposes where the owner of the vehicle does not have an approved commercial site plan and/or a business license within the City.
7. “Noxious weed” means vegetation that is determined by Weber County and the Utah State University (USU) Extension Services (specifically those designated in the most current edition of the : Noxious Weed Field Guide for Utah) to be environmentally invasive. Invasive noxious weeds have been described as a raging biological wildfire- out of control, spreading rapidly, and causing enormous economic losses. Millions of acres have been invaded or as risk of being invaded by weeds, including cropland, pastures, rangelands, forests, wilderness areas, national parks, recreation sites, wildlife management areas, transportation corridors, waterways, wetlands, parks, golf courses, even yards and gardens. Noxious weeds are capable of spreading at rates of up to 60% annually.
8. “Owner” means any person or entity that is the reputed owner of the premises, or the responsible party as provided by this Chapter.
9. “Property” means any real property, lot, parcel or plot of ground, whether occupied or not, and any premise including a building or structure, or the premises on which a building or structure is located, or undeveloped land.
10. “Refuse”, “Junk”, “Debris” or “Garbage” means useless, worthless or discarded materials, indoor household furniture or parts thereof left outdoors, used tires, parts of vehicles, unsightly machinery or equipment, unsightly appliances or parts of the appliances, trash, rubbish, grass and tree trimmings, rotting material or vegetation, litter, scrap building materials, food product waste, dead animals, and any similar material.

11. "Temporary permit" means temporary permit issued by the Utah Division of Motor Vehicles for a vehicle that is being repaired or restored to pass required state and county inspections or otherwise, must comply with any chapter within the City Municipal Code.
12. "Vehicle" means a motorized, non-motorized, or self-propelled device intended primarily for transportation, use and operation on a road or utility or recreation, or a device used in the transportation of any item from one location to another such as a trailer.
13. "Junk or Junkyard" means old or scrap copper, brass, rope, rags, batteries, plastic, paper, trash, rubber, waste, junked, dismantled, or wrecked automobiles or their parts, and iron, steel, and other old scrap ferrous or nonferrous material. It is considered a public nuisance to allow junk and/or salvage material, solid waste, and garbage or refuse to remain on any lot.

8.16.30 Duty to Maintain.

In accordance with Utah Code Annotated 10-11-2, all property owners, along with any agent, occupant, tenant, renter, or other person having control of real property shall have an affirmative duty to maintain their real property free and clear of any nuisance or nuisance activity as provided in this Chapter or any other Chapter in the Municipal Code. This affirmative duty shall deem all property owners, their agent(s), occupant(s), Tenant(s), renter(s), or other person having control of real property to be the responsible party for any nuisance and each shall be join and severally liable therefore for compliance to this Chapter for the abatement, removal, remedy, and/or other damages, including all fines and penalties that are incurred.

8.16.040 Nuisance Declared.

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

1. Conditions that create the possibility of any fire hazard, including but not limited to:
 - a. Chemicals.
 - b. Dry grass, weeds, or vegetation.
 - c. Debris or junk of any kind.
 - d. Flammable materials, fibers, plastic, papers, or paper products, or wood storage.
 - e. Flammable junk, equipment, or parts.
2. Any material that is flammable which may pose a risk or hazard. Material is presumed flammable for this purpose of this Chapter if:
 - a. The material is known or regarded as flammable in any regulatory code.
 - b. The material is determined flammable by the Fire Marshall.
 - c. The material that contains any commonly regarded flammable properties.
 - d. The material is fibers, plastic, paper, or wood.
 - e. The material is oil or fuel of any kind, or that contains or may use oil or fuel of any kind.
3. Unlawful pollution or environmental degradation, or anything rendering the soil, air, water, or food to be impure or unwholesome.
4. Conditions that harbor or attract rodents, insects, disease, or other forms of life deleterious to human habitation.
5. Deleterious surroundings and structures in violation of local codes, including but not limited to:
 - a. Burned machinery.
 - b. Buildings and equipment which are obsolete or in disuse.
 - c. Parts of vehicles.
 - d. Unsecured vacant structures.
 - e. Inoperable equipment.

- f. Buildings in a state of general disrepair.
 - g. Objects with sharp or protruding edges.
 - h. Any structure which has become a fire hazard due to the accumulation of combustible materials.
 - i. Objects supported in such a manner as to be easily dislodged from the support.
 - j. Fences in a state of repair.
6. Allowing or causing injurious or harmful environment to retain, deposit, dump, burn, bury or allow or exist any unsightly or injurious objects, structures, junk, discarded or unused objects or equipment, nuisance vehicles, noxious weeds.
 7. Weeds, grass, vegetation over six (6) inches in growth, also to allow neglected landscaping, any dry or parched landscaping or lawn, failure to maintain and adequately water any lawn or landscaping, shall be a nuisance violation.
 8. To allow vegetation, waste, garbage, litter, filth, refuse, feces, or manure to accumulate within or upon any property, except where it is scheduled for immediate removal.
 9. To discharge any type of waste or dump liquid waste, hazardous waste, or refuse of any kind into any catch basin, street, road, sidewalk, gutter, stream, drain, pipe, wash, natural water course, ditch, canal, lot or on to any other property.
 10. To obstruct any watercourse, storm drain, or pipeline.
 11. To permit any garbage container to remain on a premise when it has become unclean, offensively putrescent, or overflowing.
 12. Failure to remove from the street or sidewalk a garbage or recycling container within 24 hours of pick-up, and placement of such containers in the side or rear yard area.
 13. Any condition or object that shall cause immediate and irreparable harm to a person or endanger the public health and safety of any resident and or person shall be rectified immediately.
 14. The accumulation of animal waste products shall be picked up and disposed of in appropriate manner and or in a container.
 15. Any unkempt, offensively putrescent, or filthy stable, stall, corral, feed yard, or in any other structure or area where animals are kept. Other property kept unclean, contributing to a health hazard or an environment for invasive animal or vegetation.
 16. Allow to be kept or collected any putrid grease, vegetable matter, rotting substance, or other similar matter on any premise.
 17. Illegal dumping, disposal, or handling of grease, oils, fats, or substance in any manner that may result in any pollution, clog, or damage to any sewer system, storm water system, or the environment.
 18. To create or have or permit upon any condition that creates unnecessary stagnant water, or unnecessarily fosters flies, mosquitos, or rodents.
 19. To pollute or render or contaminate water in any spring, stream, well, or other water supply. Including any action or inaction that may jeopardize or harm a public or private water system, including a drinking fountain.
 20. Create or allow a condition or object that may detrimentally affect any sanitary sewer line or system, septic system, or other waste collection system. Including any action or inaction by an owner that may result in any overflow, system failure, or other potential public or environmental hazard relating to sewer.
 21. To allow any resident or property to hold any decaying material, hazardous material, explosives, or offensive substances.
 22. To plant or maintain any tree or vegetation that may enter or damage any storm drain, filed or land drain, or sewer systems, or cause heaving or other damage to any sidewalks, curbs, gutters,

- or streets; including but not limited to: overhanging trees, branches, or vegetation in violation of the Manual on Uniform Traffic Control Devices (MUTCD), American Association of State Highway and Transportation Officials (AASHTO) standards, or other applicable code, specifically those requirements in Section 17.44.200 and Section 8.16.035.
23. To plant or maintain trees or vegetation which obstruct the clear view of traffic, traffic signs, fire hydrants, utilities, public right of ways, sidewalks, curbs and intersection corner property sight triangles specified in the land use ordinance in accordance with Section 17.44.080 and Chapter 17.44.130
 24. To fail to properly keep adjoining public sidewalks clear of snow and any other obstruction.
 25. To put or cause to have put snow, ice, leaves, litter, dirt, debris, or other refuse into the public right of way, streets, curbs, gutters, or catch basins.
 26. To operate a business within the city without obtaining the appropriate City business license, along with any required stated license and tax identification numbers, along with compliance with Title 5 of the municipal code.
 27. Failure to control and prevent back flow and eliminate and avoid any cross connections between any auxiliary water source and the city's culinary water systems or the resident's culinary water system.
 28. Failure to install, maintain, control, back-flow devices for any sewer and/or water system.
 29. Failure to correct or repair immediately and stop and repair any culinary water, secondary water, or sewer line break and or leak.
 30. Leaving fuel, flammable material, or similar material open and accessible to children or creating an attractive nuisance condition.
 31. Failure to park any vehicles, motor homes, fifth wheel trailer, water craft, recreational vehicle, and axle driven devices on a solid surface type material such as asphalt or concrete as per the municipal code. The solid surface area must also cover the full size of the vehicle or any of the other above mentioned objects where such items are parked. Nuisance items under this part are exempt where granted a winter parking exemption in the municipal code under Section 10.16.030 so long as the required spring restoration of the soft surface is completed as provided in the municipal code. Failure to make spring restorations of soft surface under this part is a nuisance violation under this Chapter. Gravel is not an acceptable parking surface or considered a solid surface.
 32. Failure to park or place any vehicle, trailer, or equipment at least three (3) feet behind the sidewalk and nine (9) feet behind curb where no sidewalk exists.
 33. Failure to install or maintain any toilet, sink, plumbing, or sewer facility in accordance with the applicable international building codes, or regulations of the Weber-Morgan Health Department.
 34. Failure to comply with the "Property Maintenance Code", which regulates the condition and maintenance of all property, buildings and structures, such as fences, roofs, siding, and otherwise.
 35. Any construction activities on any property without proper permits.
 36. Allowing or keeping any abandoned appliances, furniture, furnishings, or containers outside on any property shall be a nuisance violation and shall be removed from the premises.
 37. Keeping any appliance or device accessible to children that may be airtight and contain a lid, lock, or door device which may not be released from the inside, including but not limited to: refrigerators, freezer, or like appliances or containers. Any appliances or devices in violation shall be discarded or removed from the property and appropriately disposed.
 38. Failure to keep or maintain landscaping or storm water basin required on an approved site plan.
 39. Parking any motor home, fifth wheel, trailer, water craft, or recreational vehicle on any property and being used for residential purposes for more than forty eight (48) hours. Any such vehicle

- described in this part may park on the public right of way not more than seventy two (72) hours for loading and unloading and or should not be parked within three (3) feet of the sidewalk.
40. To allow any basketball standard, other recreation device, or equipment of any kind to obstruct or interfere with any street, sidewalk, curb, or gutter.
 41. To hold, park, keep, operate, maintain, or keep any nuisance vehicle or abandoned vehicle ~~where there is no valid temporary permit, as set forth in Section 8.16.020.~~
 42. Burning of any kind without a valid burn permit.
 43. To permit or cause to keep, deposit, dump, bury, or allow to exist any unsightly or injurious objects, structure, junk, discarded or unused objects or equipment, equipment, noxious weed, ~~grass over six inches in height.~~
 44. It is a violation of “Chapter 10.12 Parking Regulations” for parking or keeping any commercial vehicle or commercial activity in a residential zone or without a valid site plan in a commercial zone. Shall not be parked in residential zone within the city, unless for loading and unloading purpose.
 45. Operating a business without a valid business license, in compliance with Chapter 5.02.10.
 46. Overnight parking of any commercial vehicle shall comply with Chapter 10.12 Parking Regulations over 10,000 gross vehicle weight.
 47. Any parking on any city street, sidewalk, or public property, unless designated for parking in accordance with City code for the appropriate vehicle and weight class of vehicle.
 48. Keeping or harboring excessive animals, stray animals, or any animals in violation of any ~~the municipal code or Title 6 Animals.~~
 49. Overnight parking of any vehicle, trailer, or similar devices on any ~~municipal-public property,~~ park area, or at any park parking lot. Any illegally parked vehicle is subject to being towed. Any other activity in violation of Section 12.06.040 of the municipal code.
 50. Failure to keep or maintain landscaping in accordance with Section 17.44.200(f).
 51. Lawn care and landscaping maintenance that is not properly maintained, including but not limited to; the keeping those areas watered, green, clean, attractive, healthy, fertilized, mowed, trimmed and edged turf areas, proper sprinklers with adequate installation, properly sod areas or replanting as needed for maintenance of the approved landscape plan. Watering of landscaped areas shall be measured by a test where there is water irrigated to an overall average depth of three (3) inches to the soil. Anything less than three (3) inches shall be considered improper watering.

8.16.050 ~~Unwanted~~ Nuisance Trees.

The following conditions concerning trees are hereby declared to be unlawful and a public nuisance. It shall be unlawful for the owner, occupant or a person in control of any property in the City to plant, maintain or permit the public nuisance described below to exist on said property and/or within the parking strip abutting such property.

1. Any tree that impacts or that encroaches onto neighboring property, over or through a fence, or that lifts, cracks, or otherwise impairs , impedes, or damages any curb, gutter, drive approach, or sidewalk shall, should immediately removed, cut, or trimmed, and/or maintained, and any and all to prevent damage shall be responsibly repaired.
2. Any tree designated as an unwanted tree as listed in this ordinance and in either a commercial or a residential area should not be planed or may be required to be removed, if the tree has a destructive or communicable disease or other pestilence which endangers the growth, health, life or well-being of healthy trees, shrubs or plants in the city, or which is capable of causing an epidemic spread of a communicable disease, example: such as Dutch Elm disease or insect infestation, or gypsy moth.

3. If the tree is hazardous, dead, decayed overgrown and/or uncultivated or not maintained which may become a hazard to any structure and/or a fire hazard or danger to surrounding area, or which is likely to harbor rates, vermin or other pests or insects.
4. Any nuisance trees that contributes to neighboring property by the way of suckers growing and or having an invasive root system and or with intrusive seedlings, should not be planted and may be required to be removed or cut down. It is the responsibility of the property owner to remove a tree that contributes to any of the above violations.
5. The following list of trees are considered a nuisance which are ~~unwanted trees are as follows,~~ ~~these trees may be~~ required to be removed or cut down:
 - a. Tree of heaven
 - b. Black locust trees
 - c. Siberian elm
 - d. Russian olive tree
 - e. Mimosa (albizia julibrissin)
 - f. White mulberry(Morus alba)
 - g. Hackberry (Celtis occidentalis)
 - h. Eastern cottonwood (Populus deltoids)
 - i. Bradford pear (Pyrus calleryanna Bradford)
 - j. Chinese flame tree (aka bougainvillea goldenrain tree)
 - k. Ginkgo tree
 - l. Sweet gum tree
 - m. American elm (Ulmus Americana)
 - n. Idaho locust (Robinia x Ambugua)
 - o. Burch (Betula)
 - p. Eucalyptus tree

8.16.060 Accumulation Prohibited and Garbage Containers

1. Accumulation Prohibited. It is unlawful and a violation of this Chapter for the owner or occupant of real property or estate, or its agent, to cause or permit upon such property, or right of way adjacent thereto, the accumulation of, or, after notice as provided in this chapter, to fail to eradicate or remove garbage; refuse; abandoned vehicles or inoperable vehicles, boats, or trailers; or any unsightly or deleterious objects or structures.
2. Garbage Containers. No person who owns, or has possession, control or custody of any garbage or recyclable container(s), shall be allowed or permitted to leave a container out 24 hours prior to the garbage pick-up date and must be removed from the roadway, street, parking areas, no later than 24 hours after the day of collection. Any person who violates this sub-section is guilty of an infraction and may be fined \$10.00 per offense. Each day a violation continues constitutes a separate offense.

8.16.070 Administration and Enforcement

1. Administration. The enforcement official administers this Chapter
2. Powers and Duties. The enforcement official is authorized to:
 - a. Inspect real property within the city to determine whether such constitute a nuisance as provided in this chapter.
 - b. Follow the procedure in Utah Code Annotated 10-11-1, et seq., for inspection, cleaning, nuisance abatement, and cost recovery
 - c. Ascertain the names of the owner(s) or occupant(s) of property where a nuisance exists.

- d. Serve notice, in writing, upon the ascertained owner(s) or occupant(s) or other responsible persons, etc. either:
 - i. In person or posted on site by mail (certified mail if required by state law) to the property owner of record as described in Utah Code Annotated 10-11-2(2)(a)(i) if mailed to the last known address of the owner according to the records of the county recorder; or
 - ii. In person or posted on site or by mail (certified mail if required by state law) to a non-owner occupant or another person responsible for the property who is not the owner of record as described in Utah Code Annotated 10-11-2(2)(a)(i) if mailed to the property address.
3. In the written notice described in Utah Code Annotated 10-11-2(20)(a)(i), the municipal inspector shall:
 - a. Identify the property owner of record according to the records of the county recorder.
 - b. Describe the property and the nature and results of the examination and investigation conducted in accordance with Utah Code Annotated 10-11-2(1)(a); and
 - c. Require the property owner, occupant, or , if applicable, another person responsible for the property to:
 - i. Eradicate or destroy and remove any identified item examined and investigated under Utah Code Annotated 10-11-2(1)(a); and
 - ii. Comply with Utah Code Annotated 10-11-2(2)(c)(iii)(A) in a time period designated by the municipal inspector but no less than 10 days after the day on which notice delivered in person or post marked.
 - d. For a notice of injurious and noxious weeds described in Utah Code Annotated 10-11-2(2)(a)(i), the enforcement official is not required to make more than one (1) notice for each annual season of weed growth for weeds growing on a property.
 - e. The municipal inspector shall serve the notice required under Utah Code Annotated 10-11-2(2)(a)(i) under penalty of perjury.
4. Notice should indicate a statement informing the party of their right to appeal and any civil fines or criminal penalties that may be imposed.
5. Notice may state alternative remedies as appropriate.
6. Proof of service may be required for cost recovery from the county treasurer, any court, or otherwise.
7. Eradicate and remove objects in violation of this chapter, impose fines, initiate suit, or seek other remedies allowed by law, and/or assess costs in accordance with Utah Code Annotated 10-11-3 and 10-11-4.

8.16.080 Appeal

The owner(s) or occupant(s) who receives a notice under this chapter may file a written appeal with the city recorder within ten (10) days from being serviced by mail or otherwise, or within ten (10) days of any written final decision or fine of an enforcement official. All appeals are held before the appeal authority and governed in accordance with the procedure set forth in the municipal code. Failure to make timely appeal forfeits rights associated with the same and serves as cause for dismissal of any adverse action against the city by an aggrieved party or any party withstanding.

8.16.090 Eradication and Removal by City Municipality.

If the owner(s) or occupant(s) of the property described in the written notice given in accordance with this Chapter, including any decision from an appeal related to the same, fail to conform to the requirements

relating to the eradication and removal of any objects determine to be in violation of this chapter, the City Manager, or his designee, may employ all necessary assistance to cause such materials or conditions to be abated or 9eradicated and removed from the property and the City may recover the cost for the same from the property owner.

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

Section 4: Effective date. This Ordinance shall be effective immediately upon posting or publication after final passage.

ADOPTED AND APPROVED on this ____ day of _____, 2019.

MARK C. ALLEN, Mayor,
Washington Terrace City

ATTEST:

AMY RODRIGUEZ, City Recorder

RECORDED this ____ day of _____, 2019.

PUBLISHED OR POSTED this ____ day of _____, 2019.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

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

_____ DATE: _____

City Recorder

City Council Staff Report

Author: Amy Rodriguez

Subject: Interlocal Agreement for election services

Date: 3-19-19

Type of Item: Motion/Resolution



Summary Recommendations: The Council, by Resolution, may adopt the Interlocal Cooperation Agreement with the Weber County Clerk's office, Elections Division for election services for the 2019 Municipal elections.

Description:

- A. **Topic:** The city will be conducting the 2019 municipal election using the "Vote by Mail" platform. State legislation mandates that each municipal entity contracting with the county for election services do so by interlocal agreement.
- B. **Background:** The County has been actively pursuing vote by mail options because of the failing status of the electronic voting machines and recruitment of election judges. In an effort to conform to county practices and alleviate voter confusion, as well as provide convenience to registered voters, the City has decided to run a vote by mail election.
- C. **Cost:** Our estimated cost for the election, based on registered voters at this time is \$7,011. If Weber County has an issue on the ballot, which I am told is very likely, then they will pay half of the cost and our cost will decrease to **\$3700.25** If we have a primary, the cost of the primary will be the full \$ 7011.00, as no other jurisdictions will be on our ballot.
- D. **Analysis:** The County shall perform elections administration such as ballot administration and mailing, programming and testing, poll worker training, equipment delivery, tabulation of election results, provisional ballot verification, and conduct audits and recounts. The City Recorder will still be responsible for all legal requirements and conduct of the elections. The Recorder will secure ballot drop off, help process ballots with the county, and complete all postings.
- E. **Department Review:** City Recorder, City Manager

Alternatives:

- A. **Approve the Request:** The Council may approve the Interlocal Agreement.
- B. **Deny the Request:** The Council may deny the request.
- C. **Continue the Item:** The Council may table the item to a future meeting.

Recommendation:

The Council may approve the Interlocal Agreement with Weber County for 2019 Municipal Election services by resolution.

City of Washington Terrace
County of Weber, State of Utah

RESOLUTION NO. 19-03

**A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE CITY OF WASHINGTON TERRACE (“CITY”) AND WEBER
COUNTY REGARDING THE 2019 MUNICIPAL ELECTION**

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 City has agreed to contract with Weber County to specify the funding sources and procedures for conducting the 2019 election; and

WHEREAS, the City has established a need for certain 2019 Municipal Election supplies and services;

NOW THEREFORE, the City Council of Washington Terrace hereby resolves to enter into the *attached Interlocal Cooperative Agreement* with Weber County relating to the 2019 Municipal Election, 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 _____ 2019.

DATED this ____ day of _____ 2019.

CITY OF WASHINGTON TERRACE

Mark C. Allen, Mayor

ATTEST:

Amy Rodriguez , City Recorder

Roll Call Vote

**Council Member Monsen
Council Member Brown
Council Member Weir
Council Member Barker
Council Member West**

City Contract No. _____
County Contract No. _____

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
WEBER COUNTY
on behalf of the
WEBER COUNTY CLERK’S OFFICE, ELECTIONS DIVISION
-AND-
WASHINGTON TERRACE CITY

THIS AGREEMENT is made and entered into the _____ day of _____, 2019, by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, Elections Division, and Washington Terrace City (“City”). The County and the City may be referred to collectively as the “Parties” and may be referred to individually as a “Party.”

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2019 and 2021 primary and general municipal elections; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the Parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2022. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel

this Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2019 and 2021 primary and general municipal elections.

3. **Legal Requirements.** The County and the City understand and agree that the 2019 and 2021 primary and general municipal elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a written invoice

provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. §§ 63G-7-101, et seq. (“Act”). Subject to the provisions of the Act, the City and County agree to indemnify and hold harmless the other Party, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorney’s fees and costs) arising out of or resulting from the performance of this Agreement to the extent the same are caused by any negligent or wrongful act or omission of that Party, its officers, agents and employees. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the City or the County under the Act.

6. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

7. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of

cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

8. **Legal Compliance.** The Parties, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

9. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be approved by each Party, pursuant to § 11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party, pursuant to Section 11-13-202.5 of the Interlocal Act ;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each Party, pursuant to § 11-13-209 of the Interlocal Act;

(d) Each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent that a Party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking

contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

10. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

11. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.

12. **Integration.** This Agreement, with attached exhibits, embodies the entire agreement between the Parties and shall not be altered except in writing signed by both Parties.

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

WASHINGTON TERRACE CITY

By: _____
MAYOR

ATTEST:

City Recorder

Approved as to form and compliance
with applicable law:

City Attorney

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____

Scott Jenkins, Chair
Commissioner Jenkins voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____

Exhibit A
2019 and 2021 Municipal Elections
Scope of Work for Election Services

The County shall provide to the City an Official Register as required by Utah Code Ann. § 20A-5-401, (as amended).

The City shall perform all administrative functions related to candidate filing requirements and all other requirements of Utah Code Ann. § 20A-9-203 (as amended), including all administrative functions related to financial disclosure reporting.

The City shall be responsible for all Public Notice(s) required by law. The City may work with the County to publish notices jointly with other jurisdictions.

The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within their City to the County in a timely manner and according to a schedule agreed upon by the City and the County up through and including the end of Election Night.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

Services the County will perform for the City include, but are not limited to:

- Ballot Layout and Design
- Ballot Printing
- Ballot Mailings
- Printing Optical Scan Ballots
- Program and Test Voting Equipment
- Program Electronic Voter Register
- Poll Worker Recruitment and Training
- Compensate Vote Center Poll Worker (Exhibit C)
- Delivery of Supplies and Equipment
- Tabulate and Report Election Results on County Website
- Provisional Ballot Verification
- Update Voter History Database
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support
- Operation of nine (9) county wide vote centers (Exhibit C)

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit B). Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections which will not exceed the estimated rate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged. The costs will be divided between participating jurisdictions in a manner that is agreed upon by the jurisdictions involved. A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

Exhibit B
2019 and 2021 Municipal Elections
Cost Estimate for Election Services

Below is the good faith estimate for the upcoming *2019 and 2021 Municipal Elections* for Washington Terrace City. The City will be billed for actual costs for each election, according to the number of active registered voters, and the per voter rate will not exceed the estimated rate of \$1.75-\$1.85 per active registered voter per election. The number of active registered voters will be determined by the registration deadline, one week prior to each election.

Estimated Cost per Election			
Number of Participating Jurisdictions	Active Registered Voters*	Estimated Rate	Total Cost
1	3,895	\$1.80	\$7,011.00
2	3,895	\$0.95 (half plus \$0.05)	\$3,700.25
3	3,895	\$0.65 (1/3 plus \$0.05)	\$2,531.75

*Current as of March 2019

Exhibit C
2019 Municipal Elections
Core Vote Centers

2019 Locations
Weber County Fairgrounds
North Branch Library
Ogden Valley Branch Library
Main Library
Pleasant Valley Branch Library
Southwest Branch Library

Additional polling locations may be established by consent of both the City and the County, the cost of which will be borne by the City, and which would be in addition to the estimates provided in Exhibit B. All vote centers may not be used in a primary election. In the event of a Primary Election, the vote centers used will be the those in closest proximity to the city holding an election.