



Regular City Council Meeting
Tuesday, May 21, 2019
City Hall Council Chambers
5249 South 400 East, Washington Terrace City
801-393-8681
www.washingtonterracecity.com

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

2. **PLEDGE OF ALLEGIANCE**

3. **WELCOME**

4. **CONSENT ITEMS**

4.1 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.

4.2 APPROVAL OF MAY 7, 2019, MEETING MINUTES

5. **SPECIAL ORDER**

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

5.1 PUBLIC HEARING: TO HEAR COMMENT ON THE FISCAL YEAR 2019 AMENDED BUDGET, FISCAL YEAR 2020 TENTATIVE BUDGET, AND 2021-2024 BUDGET PLAN

5.2 PUBLIC HEARING: TO HEAR COMMENT ON UTILITY FUND TRANSFERS

To receive and consider comment on the City's practice of not charging itself for water, sewer, storm water, and refuse fees that will be used for the normal operations of City operations during the fiscal year 2020

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.

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

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

CERTIFICATE OF POSTING

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

8. NEW BUSINESS

8.1 RESOLUTION 19-20: SECOND AMENDMENT TO INTERLOCAL AGREEMENT FO SEAL AND SECURE SERVICES ROTATION LIST

The Resolution will add Washington Terrace City to the agreement in order to cooperate in arranging Post incident seal and secure services

8.2 MOTION: APPROVAL OF CARVER CROSSING SUBDIVISION TO BE LOCATED AT 175 WEST 4900 SOUTH

8.3 MOTION: APPROVAL OF STANDER TOWNHOMES PHASE 2 SUBDIVISION TO BE LOCATED AT 180 EAST 5000 SOUTH

8.4 MOTION/ORDINANCE 19-02: VACATION AND SHORT TERM RENTALS

An ordinance regulating residential short term rental properties (example: Air B&B's) within the city.

9. ADJOURN INTO RDA MEETING

10. COUNCIL COMMUNICATION WITH STAFF

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

11. ADMINISTRATION REPORTS

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

12. UPCOMING EVENTS

May 27th: Memorial Day- City Offices closed

May 30th: Planning Commission Meeting 6:00 p.m.

June 4th: City Council Work Session 5:00 p.m.

June 4th: City Council Meeting 6:00 p.m.

June 8th: Terrace Days!

June 18th: Truth and Taxation Open Forum and Discussion 5:00 p.m.

June 18th: City Council Meeting 6:30 p.m.

13. MOTION: ADJOURN INTO CLOSED SESSION

- To discuss the character, professional competence, or physical or mental health of an individual.
- Strategy session to discuss pending or reasonably imminent litigation
- Discussion regarding deployment of security personnel, devices, or systems
- Strategy sessions to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimate value of the property under consideration or prevent the public body from completing the transaction on the best possible terms.

14. ADJOURN THE MEETING: MAYOR ALLEN

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8 **City of Washington Terrace**

Minutes of a Regular City Council meeting
Held on May 7, 2019
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of Utah

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

- 10 Mayor Mark C. Allen
11 Council Member Scott Monsen
12 Council Member Blair Brown - Excused
13 Council Member Larry Weir
14 Council Member Scott Barker
15 Council Member Jeff West
16 Public Works Director Steve Harris
17 City Recorder Amy Rodriguez
18 City Manager Tom Hanson

19 **Others Present**

20 None

21
22 **1. WORK SESSION: 5:00 P.M.**
23 **TOPICS TO INCLUDE; BUT ARE NOT LIMITED TO: FY 2019 AMENDED BUDGET,**
24 **FY 2020 TENTATIVE BUDGET, AND 2021-24 BUDGET PLAN**

25
26 Hanson focused on City taxing, highlighting historical tax revenue and proposed EMS tax increase.
27 Hanson stated that the Truth and Taxation from 2017 was a small increase to take care of the law
28 Enforcement contract. Hanson stated that in 2008, the increase was for the Fire Station and Civic
29 Center.

30 Hanson stated that the City is proposing an increase in 2019 to help cover the increased fire
31 department cost. Hanson stated that we may not have to have increases if there is not an
32 increase in pay or if we have residual from this year. Hanson stated that in 2020, the city can
33 capture money from the GO bond. Hanson stated that as we capture the GO bond, we will have a
34 flat tax rate again. Hanson stated that it will be evaluated each year as to whether we will need to
35 increase taxes again to cover the \$16,000 increase to the fire department.

36 Hanson stated that the tax rate will remain part of the General Operations of the City starting in
37 2021. Hanson stated that the General Fund is the area in which the burden goes directly to
38 the he residents in relation to the capacity to pay.

39 Hanson stated that the City will be putting out two notices, one is the legal notice, and the other is
40 a mirrored notice explaining in layman’s terms what the city is trying to accomplish. Council
41 Member Barker stated that he has spoken to people who only look at the 32 percent increase, and
42 not actual cost to them. He stated that once he spoke to them about what it will actually cost them,
43 they understood the issue. Council Member Monsen stated that we need to explain that we are
44 not adequately covered in the fire department right now and that this will help us ensure
45 automatic aid and enough members on shift.

46 Mayor Allen if we would have any open houses before the Truth and Taxation meeting. Council
47 Member West stated that we should have at least a couple for our due diligence and give the
48 residents an opportunity to speak to the Council and ask questions.

49 Hanson stated that the residents of Washington Terrace voted down combining the city
50 with Riverdale or South Ogden City. Mayor Allen stated that he spoke to Mayor Surrell a few months
51 ago and he stated that the receive 4.5 million in sales tax alone. Council Member Monsen stated
52 that he does not like the “new car” spending of some of the other cities.

53 Hanson outlined the long-term debt service requirements. He stated that the debt service bonds will
54 begin to go away around 2021.

55 Hanson stated that we use debt as a basis to spread out burdens to residents over generations so that the
56 debt is balanced out over years.

57 Hanson stated that we pay into the RDA. After the RDA expires, we will have an increase of \$100,000
58 coming into the General Fund. Hanson stated that staff recognizes that we do have capacity out there.

59 Hanson stated that our burdens are comparable to Ogden City burdens.

60

61 Hanson highlighted census information, comparing our information to Weber County as a whole, along
62 with the state information.

63

64 Hanson stated that we are third from the bottom on base utility rates. He stated that we are only second to
65 Riverdale City when comparing neighboring cities with the 4000 gallon minimum base. He stated that
66 once the overage costs come in, we are higher in the chart.

67

68 Hanson explained the \$1.95 proposed increase. He stated that there are operational increases in sewer and
69 Water as employees work through their payband. He stated that the data used by finance to determine
70 the model to determine the rates was sent to Council last week. He stated that Council is encouraged
71 to come in and go over the details with the Finance Director once she is back at work.

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

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

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109 **Others Present**

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

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114 3. **PLEDGE OF ALLEGIANCE**

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116 4. **WELCOME**

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118 5. **CONSENT ITEMS**

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120 **5.1 APPROVAL OF AGENDA**

121 **5.2 APPROVAL OF APRIL 16, 2019, MEETING MINUTES**

122 Items 5.1 and 5.2 were approved by general consent.

123
124 6. **CITIZEN COMMENTS**

125 Resident Nedra Seal- 5572 S 150 E- stating that she would like to have the real information on the
126 The Fire Department needs and she has some suggestions as well.

127
128 Resident Gary Klema- 429 W 4675 S- stated that he is concerned about the Rohmer Park construction
129 stating that we had to move the Public Works Building a few years back because of
130 safety concerns. He stated that we are now remodeling and wants to know if those concerns have gone
131 away.

132 He stated that he has seen children playing in retention ponds when they have water in them. He wanted
133 to know the city's liability.

134 He stated that he sees taxes increasing every year and we contract a lot of services out. He wanted to
135 know if city employees could be contracted out so that we do not have to pay wages or retirement.

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

140 Hanson stated that we have had a problem recruiting and retaining Fire Fighters in our department for the
141 last few years. He stated that we have a volunteer fire department and it is difficult to get fire fighters to
142 come in to work for a small stipend and no benefits. Hanson stated that as we move forward, the day shift
143 will be \$178.00 for a 12 hour shift, no benefits or retirement. He stated that staff knew we could no
144 longer function as we currently were. He stated that we looked into combining into a service district. He

145 stated that we needed to take the opportunity to take care of it in house because the cost would be
146 Significantly less than if we were to partner. He stated that that the other cities are changing their models
147 to full time fire fighters.

148 Hanson stated that the stipend controls our options. Hanson stated that we are looking to increase to 3
149 volunteers per shift. He stated that the level of service for a victim or patient will increase. He also stated
150 that we would go into an automatic aid situation from Riverdale or South Ogden for fires.
151 He stated that they would automatically be sent to assist our city for fires until they are called off.
152 He stated that we have the value of 9 firefighters and medical for the cost of 3. Three firefighters on shift
153 will trigger the automatic aid.

154 Hanson stated that he met with the Utah Taxpayers Association and the Council met with the State Tax
155 Commission on our proposal. Hanson stated that the Utah Taxpayers Association asked why we were not
156 one city with Riverdale or South Ogden. Hanson stated that the residents voted years ago to remain on
157 their own. Hanson stated that the burden of the General Fund is on the property owners.

158 Hanson stated that we have the burden to raise the taxes for the fire fighters increase. He stated that we
159 recognize our appetites for spending. He stated that our appetite is to buy used, where the neighboring
160 cities tend to buy brand new. He stated that we must be careful on who we partner with because the tax
161 burden would be shared by our residents as well. Hanson stated that we are going to try to do the best that
162 we can for the lowest cost and if it doesn't work out we may need to look at other option in the future.
163 Hanson stated that we are legally mandated to provide law enforcement (which is contracted out), and to
164 Provide fire services.

165 Hanson stated that residents pay 55 percent of their property value for property taxes. He stated that
166 apartments also pay 55 percent. He stated that the hospital and business area are taxed at 100 percent of
167 their value. Hanson stated that there are some areas that do not have to pay property taxes (such as
168 schools, churches, and government facilities.)

169

170 Mayor Allen stated that sometimes services are contracted out. Mayor Allen stated that when the city ran
171 its own police force it cost 1.2 million and that was in 2004. It currently costs \$875,000 with our county
172 contract. The Mayor stated that he volunteer department is the best thing for the city right now. He stated
173 that we had over 1000 calls for medical last year, and possibly 4 structure fires.

174 Hanson stated that the Chief is the only full time fire personnel and is more administrative. Hanson stated
175 that the Chief and Captains do training with the fighters. The Captains are also volunteer. Hanson stated
176 that we have trained hundreds of Fire Fighters in the state.

177 Hanson stated that we are currently partnering with Ogden City for ambulance services. He stated that
178 Ogden pays us \$60,000 lease on our building.

179

180 Resident Steve Jacobson stated that he has been to some of the meetings and wanted to know if the
181 increase will solve anything. He also asked if there is a way to charge more for the medical services to
182 nursing homes. Hanson stated that we are doing a business analysis this year and we feel that there is an
183 additional disproportionate fee that can be charged for these services.

184 Hanson stated that right now it appears that we are getting a lot of more interest in applications than we
185 have in the past. Our Chief and Captain have heard from many firefighters in the area who are planning
186 to apply and use this as a part time job for them. Hanson stated that we are hopeful that this increase
187 works. Hanson stated that this level will need to be increased possibly.

188 Council Member Barker encouraged residents to come and ask questions.

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190 Mayor Allen stated that we are allowed to build parking on sensitive lands areas. He stated that we
191 moved the buildings for safety of workers and equipment, however, we are allowed to construct parking
192 lots.

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Hanson stated that parents should not be allowing children to play in the retention ponds. Hanson stated that there is an inherent caution there. Hanson stated that we would not be fencing the areas. Hanson will check with our insurance carriers to find out our liability in regards to signage in the area.

Hanson addressed contract services and stated that we contract out attorneys, engineering, financial advice, and ground keeping. He stated that we do not contract out things that need to stay in house. He stated that it would not be cost effective to contract out all our internal services.

8. NEW BUSINESS

8.1 PRESENTATION: FY 2019 AMENDED BUDGET, FY 2020 TENTATIVE BUDGET, AND FY 2021-24 BUDGET PLAN

Hanson stated that the Mayor and Council have been working on the budget numbers and Policy since November. He encouraged any resident who is interested in the budget to contact him And he will talk with them directly. He stated that he budget document includes change in rates, The fire department discussion, and taxation. Hanson stated that the increase to the base utility rate will be \$1.95.

Mayor Allen stated that we discuss a budget plan 5 years out. He stated that it is not just a “numbers Thing”, it is a plan that keeps the Council aware of what is coming up.

8.2 MOTION: TO TENTATIVELY APPROVE THE TENTATIVE BUDGET

Mayor Allen stated that the budget can be revised before the final adoption. The tentative nudget must be approved by law.

**Motion by Council Member Monsen
Seconded by Council Member Barker
To tentatively approve the tentative budget
Approved unanimously (4-0)**

8.3 MOTION:. APPROVAL OF CONSTRUCTION CONTRACT FOR THE LITTLE ROHMER PARK PARKING PROJECT

Harris stated that our park has the same threat of falling into the canyon as any area out there. He stated that by having more asphalt with the parking lot allows us to capture a lot of the water in the area and down through the river through piping. He stated that the roadway will be changed so that it is not as steep. Harris stated that the area will be reshaped so that the storm water will have an easier time going down into the storm drain. Hanson stated that everything will be framed. Council Member Monsen stated that he likes the project, but has a little bit of concern with EK Bailey. He stated that he recalls change orders in the past and is concerned that he has come in so under bid. Harris stated that he had the same concerns. He stated that he checked all the references given and they were all excellent. He stated that it made a difference while considering them. Hanson stated that our engineers have just finished a project with them and also stated that they are good to work with. Hanson stated that there are very few things that EK Bailey is subbing out. He stated that EK Bailey did not have any concerns with their numbers and filled every category for the job. Hanson stated that we feel confident that they will do a good job. Hanson stated that we will be able to include some rock work and landscaping.

241 Harris stated that the RAMP funding will be paying almost half of the cost. Harris stated that the project
242 will start before the end of the month. Harris stated that we would like the entry way to a condition
243 where people can get in and out of the park during Terrace Days. He stated that we are hoping to have
244 them start as soon as possible. Hanson stated that there will be some detours throughout the project.

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246 **Motion by Council Member Monsen**
247 **Seconded by Council Member West**
248 **To approve the construction contract for the**
249 **Little Rohmer Park Parking Project**
250 **To EK Bailey Construction for \$458,201**
251 **Approved unanimously (4-0)**

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254 **8.4 MOTION/RESOLUTION 19-08: A RESOLUTION APPROVING THE**
255 **2018 MUNICIPAL WASTEWATER PLANNING PROGRAM (MWPP)**
256 **ANNUAL REPORT FOR SUBMISSION TO THE UTAH DIVISION OF**
257 **WATER QUALITY**

258 Harris stated it is required by the Division of Water Quality that the Council accepts this report by
259 resolution. Harris stated that the report is an upgrade from what we had done before. Harris noted that we
260 had one minor sewer system overflow that had to be documented on the report. This report is for
261 2018. Harris stated that the yes/no questions pertaining to financial issues do not answer the questions
262 adequately, however, he noted that we are in compliance. The Division can call and get clarification on
263 any of the answers.

264
265 **Motion by Council Member Weir**
266 **Seconded by Council Member Barker**
267 **To approve Resolution 19-08 approving the**
268 **2018 Wastewater Planning Program Annual Report**
269 **Approved unanimously (4-0)**
270 **Roll Call Vote**

271
272 **8.5 MOTION/RESOLUTION 19-09: INTERLOCAL AGREEMENT WITH WEBER**
273 **COUNTY FOR RECREATION, ARTS, MUSEUM, AND PARK (R.A.M.P)**
274 **FUNDING**

275 Hanson stated that the interlocal solidifies the agreement for the grant funding for the Rohmer Park
276 Project. Mayor Allen stated that we received a RAMP grant for Terrace Days for \$2000.00 as well.

277
278 **Motion by Council Member West**
279 **Seconded by Council Member Weir**
280 **To approve resolution 19-09 approving**
281 **The interlocal agreement with Weber County for**
282 **RAMP funding**
283 **Approved unanimously (4-0)**
284 **Roll Call Vote**

289 **9. COUNCIL COMMUNICATION WITH STAFF**

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291 Council Member Weir noted that he saw our landscaper blowing grass out into the street and this
292 is unacceptable because we tell residents that it is illegal for them to blow the grass into the gutter. Harris
293 has made note and will speak to the landscaper.

294
295 Council Member Barker stated that he spoke to one of the developers and that he has been held up
296 On his project because the road has not been put in. Harris stated that the weather has prevented
297 The road being put in. Hanson stated that they are new to developing and may not understand some of the
298 processes.

299 Council Member Barker asked about the lights progress. Harris stated that Cache Valley electric has
300 found the issue, however Rocky Mountain Power need to connect the electric boxes.

301
302 Mayor Allen stated that the County fair is coming up in August. He stated that some of the communities
303 have a competition on community displays. Mayor Allen would like our community to
304 challenge the competition. He suggested that Hanson talk to Terrace Plaza Playhouse and see if they
305 would be interested in putting on a display.

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307 **10. ADMINISTRATION REPORTS**

308 Hanson stated that Communities that Care Program has asked if they could put wraps at our Parks.
309 Hanson showed a few considerations. The wraps could be on the fences, backboards, and other areas to
310 discourage opioid use. Hanson stated that the CTC takes care of all the funding. He stated that the wraps
311 do not damage any paint.

312
313 Hanson stated that people are sliding down the hill at Rohmer on cardboard and damaging the grass.
314 Hanson noted that we have an obligation to keep the parks moist enough to add shock absorption.

315
316 Hanson spoke about the Volunteer in Police Service (VIP) Program, stating that it will cost around \$500
317 to add an insert to our newsletter to get the word out.

318
319 Hanson stated that the agreement for Recycling is still being worked on.

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322 **11. UPCOMING EVENTS**

- 323 **May 21st : City Council Work Session 5:00 p.m.**
- 324 **May 21st : City Council Meeting 6:00 p.m.**
- 325 **May 27th: Memorial Day- City Offices closed**
- 326 **May 30th: Planning Commission Meeting 6:00 p.m.**

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

330 Mayor Allen adjourned the meeting at 7:54 p.m.

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Date Approved

City Recorder

City Council Staff Report



Author: Shari' Garrett
Subject: Interfund Budget Transfer
Date: May 21, 2019
Type of Item: Public Hearing

Summary Recommendations: That the City Council receive and consider public comment on the City's practice of not charging itself for City operated utility services used in the normal operations of delivering City services.

Description:

A. Topic: Enterprise Fund Budget Transfers

B. Background:

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

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

The proposed fiscal year 2020 budget includes the City's continued practice of not charging itself for utility services used in the normal operations of delivering City services. The value of the utility services consumed has been estimated and calculated at the same rates as other similar customers and connections in the system.

Any resources (cash, goods, services, etc.) that are transferred out of an enterprise fund without equivalent resources being given in return (cash or overhead allocations), requires the City to publish notice and hold a public hearing on said transfer. The public hearing for said transfer is scheduled for May 21, 2019, at 6 pm.

C. Analysis:

Staff uses a reasonable calculation or estimation to determine the amount of these services provided. The following is an *estimated* dollar amount of the non-charged services and the percentage of total fund expenses for which they represent:

From the Refuse Fund to the General Fund	\$3,887 or 0.7%
From the Water Fund to the General Fund	\$65,353 or 4%
From the Sewer Fund to the General Fund	\$1,721 or 0.1%
From the Storm Water Fund to the General Fund	\$19,211 or 3.6%

D. Department Review By: Finance

City of Washington Terrace
County of Weber, State of Utah

RESOLUTION NO. 19-20

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT TO ADD
WASHINGTON TERRACE CITY TO THE SEAL
AND SECURE SERVICES ROTATION LIST**

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

WHEREAS, the parties are desirous of entering into a mutual agreement for fire protection and fire related emergencies that will be beneficial to all parties; and

WHEREAS, the undersigned are entering this Agreement pursuant to the, Utah Code Annotated 11-13-1, et set., Utah Code Annotated 11-7-1, et set., 1952, as amended, to be added to the Interlocal Cooperation Agreement for Seal and Secure Rotation List dated March 18, 2014 and amended agreement effective January 1, 2016 in order to cooperate in arranging post-incident seal and secure services for members of the public who are in need of such services; and

WHEREAS, the City Council finds that entering into a contractual relationship and supporting an agreement for these mutually beneficial services is in the best interest of the citizens of the City; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington Terrace hereby agrees to the attached Interlocal Agreement “Exhibit A”:

PASSED AND APPROVED by the City Council this ____ day of _____, 2019.

MARK C. ALLEN, Mayor

ATTEST:

AMY RODRIGUEZ, City Recorder

Roll Call Vote:

Council Member Barker

Council Member Brown

Council Member Monsen

Council Member Weir

Council Member West

SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT
FOR SEAL AND SECURE SERVICES ROTATION LIST

This Second Amendment to the Interlocal Cooperation Agreement for Seal and Secure Services Rotation List ("Amendment") is made and entered into this ____ day of _____, 2019, pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Ogden City, a Utah Municipal Corporation, hereinafter referred to as "Ogden City," Weber Fire District, a political subdivision of the State of Utah, hereinafter referred to as "Weber Fire," Morgan County, a Utah Municipal Corporation, hereinafter referred to as "Morgan County", Mountain Green, a Utah Municipal Corporation, hereinafter referred to as "Mountain Green", North View Fire District, a political subdivision of the State of Utah, hereinafter referred to as "North View Fire," Plain City, a Utah Municipal Corporation, hereinafter referred to as "Plain City", Riverdale City, a Utah Municipal Corporation, hereinafter referred to as "Riverdale City," Roy City, a Utah Municipal Corporation, hereinafter referred to as "Roy City," and South Ogden City, a Utah Municipal Corporation, hereinafter referred to as "South Ogden City," Uintah City, a Utah Municipal Corporation, hereinafter referred to as Uintah City, Washington Terrace, a Utah Municipal Corporation, hereinafter referred to as Washington Terrace, and the Weber Area Dispatch 911 and Emergency Services District, hereinafter referred to as "Weber Area Dispatch," the parties.

WHEREAS, the parties have entered into an Interlocal Cooperation Agreement for Seal and Secure Services Rotation List dated March 18, 2014 and amended agreement effective January 1, 2016, (the "Agreement"), in order to cooperate in arranging post-incident seal and secure services for members of the public who are in need of such services; and

WHEREAS, the parties wish to amend The Agreement in certain respects, on the terms and conditions described herein.

IT IS THEREFORE agreed as follows:

1. The Agreement hereby amended to add the following parties; Plain City, Washington Terrace, Uintah City, Mountain Green, and Morgan County.
2. Except where such terms or conditions are clearly inapplicable, all other terms and conditions of the Agreement remain unmodified.

IN WITNESS WHEREOF, the below signing parties have signed and executed this Amendment, after resolutions duly and lawfully passed, on the dates listed below.

WEBER FIRE DISTRICT

By: [Signature]
Its BOARD CHAIR

Attest:

By: Audrea Jide
Its District Clerk

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

[Signature]
Attorney for Weber Fire District

WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT

By: _____
Its: _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Weber Area Dispatch 911
And Emergency Services District

OGDEN CITY

By: _____
Its _____

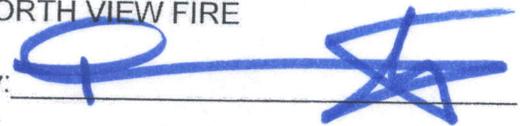
Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Ogden City

NORTH VIEW FIRE

By:  _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Rachel S. Anderson
Attorney for North View Fire

SOUTH OGDEN CITY

By: Michael J. Taylor
Its City Manager

Attest:

By: Reep. Papetamor
Its City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

[Signature]
Attorney for South Ogden City

ROY CITY

By: [Signature]
Its City Manager

Attest:

By: [Signature]
Its City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

[Signature]
Attorney for Roy City

RIVERDALE CITY

By: Tom Seale
Its Mayor

Attest:

By: Jackie Manning
Its City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

[Signature]
Attorney for Riverdale City

UINTAH CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Uintah City

WASHINGTON TERRACE

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Washington Terrace

PLAIN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Plain City

MOUNTAIN GREEN

By: [Signature]
Its File Clerk

Attest:

By: [Signature]
Its Trunka/Clerk

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

[Signature]
Attorney for Mountain Green

MORGAN COUNTY

By: [Signature]
Its Deputy Clerk

Attest:

By: [Signature]
Its County Clerk

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

[Signature]
Attorney for Morgan County

INTERLOCAL COOPERATION AGREEMENT
FOR BOARD AND SEAL SERVICES ROTATION LIST

This Agreement, made and entered into this 18th day of March, 2014, ~~2013~~, pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Ogden City, a Utah Municipal Corporation, hereinafter referred to as "Ogden City," Weber Fire District, a political subdivision of the State of Utah, hereinafter referred to as "Weber Fire," North View Fire District, a political subdivision of the State of Utah, hereinafter referred to as "North View Fire," Riverdale City, a Utah Municipal Corporation, hereinafter referred to as "Riverdale City," Roy City, a Utah Municipal Corporation, hereinafter referred to as "Roy City," and South Ogden City, a Utah Municipal Corporation, hereinafter referred to as "South Ogden City," and the Weber Area Dispatch 911 and Emergency Services District, hereinafter referred to as "Weber Area Dispatch," the parties. The parties, other than Weber Area Dispatch, may be referred to herein as "Agency" or "Agencies."

WITNESSETH

WHEREAS, in the normal course of business, the Agencies have a need to arrange for ~~post-incident board and seal services for members of the public who are in need of such services;~~ and

WHEREAS, in order to take advantage of the service level requirements and other economies, the Agencies desire to participate in Ogden City's agreements with private companies who can provide board and seal services and agree to participate on a rotation list.

WHEREAS, Ogden City is willing to have the Agencies be parties to its contracts for board and seal services and the dispatching of those services, as the Agencies desire; and

WHEREAS, Weber Area Dispatch is willing to receive the Agencies' requests for board and seal services and either communicate those requests directly to private companies on a rotation list or contract with a third-party dispatch service to implement the rotation list.

Now therefore, upon the mutual promises, and other good and satisfactory consideration, the parties agree as follows:

SECTION ONE
EFFECTIVE DATE AND DURATION

This Agreement shall be effective on the date it is signed by the parties, and shall continue through December 31, 2015, unless extended or sooner terminated as provided herein.

SECTION TWO
ADMINISTRATIVE ENTITY

No separate legal or administrative entity is created by this Agreement. This Agreement shall be administered by the parties and each party shall appoint a representative to facilitate performance of this Agreement.

SECTION THREE
PURPOSE

This Agreement is established for the purpose of allowing certain political subdivisions of the State of Utah to cooperate in the sharing of agreements and the utilization of Weber County Dispatch or a private dispatch service and to set forth the respective duties and responsibilities of the parties in conjunction therewith.

SECTION FOUR
OBLIGATIONS OF THE PARTIES

The Agencies agree to join Ogden City's agreements with private companies for provision of post-incident board and seal services. An Agency may enter into its own agreements with private companies for provision of board and seal services and still join Ogden City's rotation list. In that event, the Agency agrees to include in its contract for provision of board and seal services the requirement that the company pay fees to a private dispatch service as requested, and that failure to pay will be grounds for termination of the agreement between Agency and company. Each Agency shall establish its own policies, including provisions for handling complaints; addressing potential suspension or termination from the rotation list; and an appeal process. Ogden City agrees to maintain records associated with the agreements for board and seal services, and this Agreement.

SECTION FIVE
OBLIGATION OF WEBER AREA DISPATCH

Weber Area Dispatch agrees to receive the Agencies' requests for board and seal services and agrees to communicate such requests to private companies on a rotation list or to a private dispatch provider to implement the rotation list. Weber Area Dispatch may enter into separate agreements with third parties as necessary to facilitate the dispatch of board and seal calls for service.

SECTION SIX INDEPENDENT CONTRACTORS

In the performance of this Agreement, the parties are independent contractors, and as such shall have no authorization, expressed or implied, to bind any other party to any agreements, settlements, liability, or understanding whatsoever, and agree not to perform any such acts as agent for any other party except as expressly set forth herein.

SECTION SEVEN HOLD HARMLESS

Each party shall indemnify, defend, and hold the other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each party shall be responsible for its own negligent acts and agrees to indemnify and hold the other parties harmless therefrom.

SECTION EIGHT GOVERNMENTAL IMMUNITY

All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the Act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.

SECTION NINE MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement, and shall be responsible for any costs incurred as a result thereof.

SECTION TEN
FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Office of the Recorder of any participating Agency or maintained with the parties' other official records, and shall remain on file for public inspection during the term of this Agreement.

SECTION ELEVEN
GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.

SECTION TWELVE
ANNUAL REVIEW

The parties, through their appointed representatives shall meet at least annually to review this Agreement. The parties shall review and assess the usage of a private dispatch provider. The objective of the parties during their annual review is to make any necessary revisions or amendments to this Agreement and to extend or terminate it.

SECTION THIRTEEN
TERMINATION

Any party may terminate this Agreement at any time and for any or no reason by giving the other parties at least thirty (30) days prior written notice.

SECTION FOURTEEN
COMPLIANCE WITH LAWS

In connection with their activities under this Agreement, the parties shall comply with all applicable federal, state and local laws and regulations.

SECTION FIFTEEN
PROPERTY

No real or personal property shall be acquired, nor improvements constructed by the parties as a result of this Agreement.

SECTION SIXTEEN
GENERAL PROVISIONS

A. Severability. In the event that any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a written amendment signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

F. No Partnership, Joint Venture, or Third Party Rights. Nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

IN WITNESS WHEREOF, the below signing parties have signed and executed this Agreement, after resolutions duly and lawfully passed, on the dates listed below.

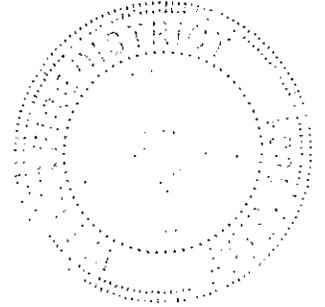
[SIGNATURES BEGIN ON FOLLOWING PAGE]

WEBER FIRE DISTRICT

By: [Signature]
Its: CMH

Attest:

By: [Signature]
Its: DISTRICT CLERK



APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

[Signature]
Attorney for Weber Fire District

WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT

By: [Signature]
Its: CMH

Attest:

By: [Signature]
Its: DISTRICT CLERK

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Weber Area Dispatch 911
And Emergency Services District

OGDEN CITY

By: [Signature]
Its Mayor

Attest:

By: [Signature]
Its City Recorder



APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH:

[Signature]
Attorney for Ogden City

NORTH VIEW FIRE DISTRICT

By: [Signature]
Its CHAIRPERSON

Attest:

By: [Signature]
Its District Clerk



APPROVED AS TO FORM AND COMPATIBILITY WITH THE LAWS OF THE STATE OF UTAH:

[Signature]
Attorney for North View Fire DISTRICT

SOUTH OGDEN CITY

By: Matthew J. Dillon
Its City Manager

Attest:

By: Jessie Kapitanow
Its City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

[Signature]
Attorney for South Ogden City

ROY CITY

By: Joe Hilde
Its Mayor

Attest:

By: Amy Mortenson
Its City Recorder

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

[Signature]
Attorney for Roy City



City Council Staff Report

Author: Planning Dept.
Subject: Carver Crossing In-fill Subdivision, Subdivision & Site Plan approval, located at 175 West 4900 South.
Date: May 21, 2019, City Washington Terrace City Hall
Type of Item: Action to approve Subdivision & Site Plan for Carver subdivision.

Summary: Subdivision & site plan for Carver Crossing Subdivision for Ryan & Mike Mollet located at located 175 West 4900 South has been reviewed and approved by the Planning Commission. A public hearing was held. This property is part of the approved properties allowed for in-fill development.
The Developer will need to sign a Development Agreement before the Subdivision will be recorded.

Description:

This Parcel has been previously used as Single-Family Residential home by the Carver Family. This parcel has been identified and considered as a property that qualifies for In-fill development within the City of Washington Terrace.

In-fill housing allows for buildable sites on vacant lands that have been left as open space area and surrounded by different uses. With the adoption of the In-fill housing ordinance which allows the property Owners to build or develop their property.

The In-fill ordinance provides for higher density and adjustments to the City standards for zoning, modifications to setbacks, and road widths. The Developer shall also continue to maintain a single family element to the exterior appearance of the structures by maintaining two car garages and compliance with approved architectural standards, which means no stucco on the front of the building and adding varied roof lines with dormers and etc.

The In-fill development ordinance has become a key component of growth within the City of Washington Terrace.

Benefits of In-fill:

- Reduce unsightly nuisance lots
- Smart growth
- Improve appearance of an area
- Contribute to the economy, (taxes – fees)
- Diverse housing for Single Family- low moderate housing compliance
- Reduce crime
- Affordable housing

Topic: In-fill Subdivision

The applicant is proposing a Single Family townhome project consisting of 12 Single Family units. Each unit will be sold as Single Family units, the lot sizes and number of lots comply with the In-fill requirements to be considered as an In-fill subdivision.

The scheme and design of the buildings comply with architectural requirements of the Ordinance.

The parking requirement is for a two car garage and two allowable spaces in front of the two car garage. The developer has complied with the Ordinance.

The submitted plans and renderings comply with the In-fill development procedures and will accomplish the desired outcome.

- The Planning Commission has evaluated the In-fill proposed Site Plan & Subdivision for its practicality and potential Land Use benefit for the desired area.

-

Analysis:

The objective is to provide landowners an opportunity to develop their ground. The intent is to also allow for development that will not distract from the area or City and will be a positive improvement to the City of Washington Terrace.

Department Review:

The Staff has reviewed the Site Plan and Carver Crossings Subdivision development. The opinion at this time is to give a favorable recommendation for the Preliminary Site Plan and In-fill Subdivision approval.

The benefit of the development for the following reason

- This development will contribute to the area.
- It complies with the allowable lots for the bonus for the surrounding area.
- The minimum lot sizes conform to the In-fill Ordinance
- Renderings for the buildings comply with the In-fill architectural description as outlined in the code. (Two car garages, parking, materials to be used on exterior and curb appeal to the front and roof lines of the buildings).
- It meets the allowable parking spaces
- The overall design of the development meets the Cities goal for In-fill development.
- Has been given approval by Fire.

Alternatives:

A. **Approve the Request:** The Council may give approve the request.

B. **Deny the Request:** The Council may deny the request with direction.

C. **Continue the Item:** The Council may table the request to a later meeting; requesting additional information, or seek additional changes or clarification and or staff items have been completed.



**City Council
Staff Report**

Author: Planning Dept.
Subject: Stander In-fill Subdivision Phase 2, Final Subdivision & Site Plan approval, located at 180 East 5000 South.
Date: May 21, 2019, City Washington Terrace City Hall
Type of Item: Action to approve Final Subdivision & Site Plan for Stander subdivision.

Summary: Review Final Subdivision & site plan for Stander Phase 2 Subdivision for Clive Stander located at located 180 East 5000 South South
This property is part of the approved properties allowed for in-fill development.
The Planning Commission has held their Public Hearing and has given favorable approval for the subdivision.
The Developer will need to sign an Development Agreement with the city before the Parcel will be recorded.

Description:

- ❖ This parcel has been identified and considered as a property that qualifies for In-fill development within the City of Washington Terrace.
- ❖ In-fill housing allows for buildable sites on vacant lands that have been left as open space areas and is surrounded by different uses.
- ❖ With the adoption of the In-fill housing ordinance which allows the property Owners to build or develop their property in compliance with the In-fill Ordinance.
- ❖ The In-fill ordinance provides for higher density and adjustments to the City standards for zoning, modifications to setbacks, and road widths.
- ❖ The Developer shall also continue to maintain a single family element to the exterior appearance of the structures by maintaining two car garages and compliance with approved architectural standards, which means no stucco on the front of the building and adding varied roof lines with dormers and etc.
- ❖ In-fill development Ordinance has become a key component of growth within the City of Washington Terrace.

Benefits of In-fill:

- Reduce unsightly nuisance lots
- Smart growth
- Improve appearance of an area
- Contribute to the economy, (taxes – fees)
- Diverse housing for Single Family- low moderate housing compliance
- Reduce crime
- Affordable housing

Topic: In-fill Subdivision

- ❖ Overview, the applicant is proposing a Single Family townhome project consisting of 12 Single Family Units, each unit will be sold as Single Family units, the lot sizes and number of lots comply with the In-fill requirements to be considered as an In-fill subdivision.

- ❖ The scheme and design of the **buildings comply with architectural** requirements of the Ordinance.
- ❖ Parking requirement allows for a **two car garage and two allowable spaces in front of the two car garage**, the developer has complied with the Ordinance.
- ❖ The submitted plans and renderings comply with the In-fill development procedures and will accomplish the desired outcome.
 - The Planning Commission has evaluated the In-fill Subdivision and Site Plan for its practicality and potential Land Use benefit for the desired area.

Analysis:

The objective is to provide the Landowners an opportunity to develop their ground. The intent is to also allow for development that will not distract from the area or City and will be a positive improvement to that area.

Department Review:

The Staff has reviewed the Subdivision & Site Plan Stander Phase 2 Subdivision & Site Plan. The opinion at this time is to give a favorable recommendation for the final approval of the Site Plan and In-fill Subdivision.

The benefit of in-fill development for the City of Washington Terrace.

- This development will contribute to the area.
- It complies with the allowable lots for the bonus for the surrounding area.
- The minimum lot sizes conform to the In-fill Ordinance
- Renderings for the buildings comply with the In-fill architectural description as outlined in the code. (Two car garages, parking, materials to be used on exterior and curb appeal to the front and roof lines of the buildings).
- It meets the allowable parking spaces
- The overall design of the development meets the Cities goal for In-fill development.
- Has been given approval by Fire.

Alternatives:

- A. **Approve the Request:** The Council may approve the subdivision.
- B. **Deny the Request:** The Council may deny the request with direction.
- C. **Continue the Item:** The Council may table the request to a later meeting; requesting additional information, or seek additional changes or clarification and or staff items have been completed.

STANDER TOWNHOMES PHASE 2

CONSTRUCTION DOCUMENTS WASHINGTON TERRACE, WEBER, UTAH

TRAFFIC CONTROL & SAFETY NOTES

1. BARRICADING AND DETOURING SHALL BE IN CONFORMANCE WITH THE REQUIREMENTS OF THE CURRENT STATE OF UTAH DEPARTMENT OF TRANSPORTATION MANUAL OF TRAFFIC CONTROLS FOR CONSTRUCTION AND MAINTENANCE WORK ZONES, AND THE CURRENT CITY STANDARD DRAWING, AND SHALL BE APPROVED BY THE CITY ENGINEER PRIOR TO ANY WORK.
2. NO STREET SHALL BE CLOSED TO TRAFFIC WITHOUT WRITTEN PERMISSION FROM THE CITY TRAFFIC ENGINEER, EXCEPT WHEN DIRECTED BY LAW ENFORCEMENT OR FIRE OFFICIALS.
3. THE CONTRACTOR SHALL MAKE EVERY EFFORT TO PROVIDE FOR SMOOTH TRAFFIC FLOW AND SAFETY. ACCESS SHALL BE MAINTAINED FOR ALL PROPERTIES ADJACENT TO THE WORK.
4. DETOURING OPERATIONS FOR A PERIOD OF SIX CONSECUTIVE CALENDAR DAYS, OR MORE, REQUIRE THE INSTALLATION OF TEMPORARY STREET STRIPING AND REMOVAL OF INTERFERING STRIPING BY SANDBLASTING. THE DETOURING STRIPING PLAN OR CONSTRUCTION TRAFFIC CONTROL PLAN MUST BE SUBMITTED TO THE CITY TRAFFIC ENGINEER FOR REVIEW AND APPROVAL.
5. ALL TRAFFIC CONTROL DEVICES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AT THE END OF THE WORK TO THE SATISFACTION OF THE CITY TRAFFIC ENGINEER
6. TRAFFIC CONTROL DEVICES (TCDs) SHALL REMAIN VISIBLE AND OPERATIONAL AT ALL TIMES.

UTILITY DISCLAIMER

THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT EXISTING UNDERGROUND UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROXIMATE LOCATIONS BASED UPON RECORD INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF PLANS. LOCATIONS MAY NOT HAVE BEEN VERIFIED IN THE FIELD AND NO GUARANTEE IS MADE AS TO ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXISTENCE AND LOCATION OF THOSE UTILITIES SHOWN ON THESE PLANS OR INDICATED IN THE FIELD BY LOCATING SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF CONTRACTOR'S FAILURE TO VERIFY LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION IN THEIR VICINITY SHALL BE BORNE BY THE CONTRACTOR AND ASSUMED INCLUDED IN THE CONTRACT.

NOTICE TO CONTRACTOR

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE "OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR AND THE STATE OF UTAH DEPARTMENT OF INDUSTRIAL RELATIONS CONSTRUCTION SAFETY ORDERS". THE CIVIL ENGINEER SHALL NOT BE RESPONSIBLE IN ANY WAY FOR CONTRACTORS AND SUBCONTRACTORS COMPLIANCE WITH SAID REGULATIONS AND ORDERS.

CONTRACTOR FURTHER AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB-SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE CIVIL ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

SANITARY SEWER GENERAL NOTES

1. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN CONFORMANCE WITH WASHINGTON TERRACE CITY STANDARDS AND SPECIFICATIONS.
2. ALL GRAVITY SANITARY SEWER LINES SHALL BE SDR-35 PVC MATERIAL. SEWER LINE CONSTRUCTION AND MATERIALS SHALL CONFORM TO ASTM STANDARDS AND SPECIFICATIONS.
3. DISTANCES SHOWN ON PLANS ARE APPROXIMATE AND COULD VARY DUE TO VERTICAL ALIGNMENT.
4. RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATION. PIPELINE CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS, GROUT AND STEEL SHIMS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE IN CONFORMANCE WITH THE STANDARD SPECIFICATIONS. ALL FRAMES SHALL BE ADJUSTED TO FINAL GRADE.
5. COMPACTION TESTING OF ALL TRENCHES WITH THE PROJECT SITE MUST BE ATTAINED AND RESULTS SUBMITTED TO THE OWNER/ENGINEER PRIOR TO FINAL ACCEPTANCE.
6. CONTRACTOR IS RESPONSIBLE TO PROTECT ALL EXISTING STRUCTURES AND IMPROVEMENTS DURING INSTALLATION OF SANITARY SEWER LINE.
7. WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION AND NOTIFY OWNER/ENGINEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.
8. CAMERA TESTING AND PRESSURE TESTING PER CWSID STANDARD.
9. ALL MANHOLE FRAME AND COVERS TO BE WATERTIGHT.

GENERAL NOTES

1. ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION OF SITE IMPROVEMENTS SHALL MEET OR EXCEED THE STANDARDS AND SPECIFICATIONS SET FORTH BY THE CITY ENGINEER, PLANNING, CODES AND SPECIFICATIONS AND APPLICABLE STATE AND FEDERAL REGULATIONS. WHERE THERE IS CONFLICT BETWEEN THESE PLANS AND SPECIFICATIONS, OR ANY APPLICABLE STANDARDS, THE HIGHER QUALITY STANDARD SHALL APPLY.
2. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND OR ELEVATION OF EXISTING UTILITIES, AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE VARIOUS UTILITY COMPANIES AND WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED UPON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY LOCATION CENTER AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL VERIFY PERTINENT LOCATIONS AND ELEVATIONS, ESPECIALLY AT THE CONNECTION POINTS AND AT POTENTIAL UTILITY CONFLICTS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THESE PLANS.
3. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM ALL APPLICABLE AGENCIES. THE CONTRACTOR SHALL NOTIFY THE DESIGNATED PUBLIC WORKS INSPECTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY EARTH DISTURBING ACTIVITY, OR CONSTRUCTION ON ANY AND ALL PUBLIC IMPROVEMENTS.
4. THE CONTRACTOR SHALL COORDINATE AND COOPERATE WITH THE CITY AND ALL UTILITY COMPANIES INVOLVED WITH REGARD TO RELOCATIONS OR ADJUSTMENTS OF EXISTING UTILITIES DURING CONSTRUCTION AND TO ASSURE THAT THE WORK IS ACCOMPLISHED IN A TIMELY FASHION AND WITH A MINIMUM DISRUPTION OF SERVICE.
5. THE CONTRACTOR SHALL HAVE ONE (1) COPY OF APPROVED PLANS, AND ONE (1) COPY OF THE APPROPRIATE STANDARDS AND SPECIFICATIONS AND A COPY OF ANY PERMITS AND EXTENSION AGREEMENTS NEEDED FOR THE JOB, ON SITE AT ALL TIMES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY INCLUDING BUT NOT LIMITED TO, EXCAVATION, TRENCHING, SHORING, TRAFFIC CONTROL, AND SECURITY.
7. IF DURING THE CONSTRUCTION PROCESS CONDITIONS ARE ENCOUNTERED BY THE CONTRACTOR, HIS SUBCONTRACTORS, OR OTHER AFFECTED PARTIES, WHICH COULD INDICATE A SITUATION THAT IS NOT IDENTIFIED IN THE PLANS OR SPECIFICATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY.
8. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR AND MATERIALS NECESSARY FOR THE COMPLETION OF THE INTENDED IMPROVEMENTS SHOWN ON THESE DRAWINGS OR DESIGNATED TO BE PROVIDED, INSTALLED, CONSTRUCTED, REMOVED AND RELOCATED UNLESS SPECIFICALLY NOTED OTHERWISE.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING ROADWAYS FREE AND CLEAR OF ALL CONSTRUCTION DEBRIS AND DIRT TRACKED FROM THE SITE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECORDING AS-BUILT DRAWINGS ON A SET OF RECORD DRAWINGS KEPT AT THE CONSTRUCTION SITE, AND AVAILABLE TO THE CITY INSPECTOR AT ALL TIMES.
11. THE CONTRACTOR SHALL SEQUENCE INSTALLATION OF UTILITIES IN SUCH A MANNER AS TO MINIMIZE POTENTIAL UTILITY CONFLICTS. IN GENERAL, STORM SEWER AND SANITARY SEWER SHOULD BE CONSTRUCTED PRIOR TO INSTALLATION OF WATER LINES AND DRY UTILITIES.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL UTILITY RELOCATIONS CONSISTENT WITH THE CONTRACTORS SCHEDULE FOR THIS PROJECT, WHETHER SHOWN OR NOT SHOWN AS IT RELATES TO THE CONSTRUCTION ACTIVITIES CONTEMPLATED IN THESE PLANS.

SWPPP GENERAL NOTES

1. CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY THE CITY AND STATE.
2. ALL STRUCTURAL EROSION MEASURES SHALL BE INSTALLED AS SHOWN ON THE SWPPP PLAN, PRIOR TO ANY OTHER GROUND-DISTURBING ACTIVITY. ALL EROSION CONTROL MEASURES SHALL BE MAINTAINED IN GOOD REPAIR BY THE CONTRACTOR, UNTIL SUCH TIME AS THE ENTIRE DISTURBED AREAS ARE STABILIZED WITH HARD SURFACE OR LANDSCAPING.

STORM SEWER GENERAL NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:
A) OBTAIN ALL REQUIRED PERMITS FROM THE CITY OR REGULATORY AGENCIES, INCLUDING PERMITS TO WORK IN THE RIGHT-OF-WAY.
B) RESTORATION OF EXISTING IMPROVEMENTS INCLUDING BUT NOT LIMITED TO FENCES, SOD, LANDSCAPING, PAVEMENT, SPRINKLER SYSTEM.
C) VERIFICATION AND PROTECTION OF ALL EXISTING IMPROVEMENTS WITHIN THE LIMITS OF CONSTRUCTION.
D) PROVIDING AS-BUILT DRAWINGS TO THE CITY AND THE ENGINEER.
E) ALL PERMITTING, DEVELOPMENT, LOCATION, CONNECTION AND INSPECTION AND SCHEDULING FOR SUCH.
2. ALL STORM SEWER CONNECTIONS SHALL BE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS.
3. RIM ELEVATIONS SHOWN ARE APPROXIMATE ONLY AND ARE NOT TO BE TAKEN AS FINAL ELEVATION. PIPELINE CONTRACTOR SHALL USE PRECAST CONCRETE ADJUSTMENT RINGS, GROUT, AND STEEL SHIMS TO ADJUST THE MANHOLE FRAME TO THE REQUIRED FINAL GRADE IN CONFORMANCE WITH CITY STANDARDS AND SPECIFICATIONS AND PLANS. ALL FRAMES SHALL BE ADJUSTED TO FINAL GRADE PRIOR TO PLACEMENT OF ASPHALT PAVING.
4. COMPACTION OF ALL TRENCHES WITHIN THE PROJECT SITE MUST BE ATTAINED AND COMPACTION RESULTS SUBMITTED TO THE ENGINEER AND THE CITY PRIOR TO FINAL ACCEPTANCE.
5. ALL STORM DRAIN PIPES IN THE CITY RIGHT-OF-WAY SHALL BE RCP CL III.
6. ALL STORM SEWER MANHOLES IN PAVED AREAS SHALL BE FLUSH WITH THE PAVEMENT AND SHALL HAVE TRAFFIC BEARING LIDS. ALL STORM SEWER LIDS SHALL BE LABELED "STORM DRAIN".
7. WHERE CONNECTION TO EXISTING UTILITY IS PROPOSED, CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION AND NOTIFY OWNER/ENGINEER IF LOCATION AND ELEVATION OF EXISTING UTILITY VARIES FROM THE DESIGN.

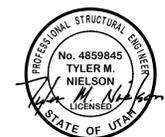
GENERAL GRADING NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST APWA STANDARDS AND SPECIFICATION FOR PUBLIC WORKS AND THE CITY STANDARDS. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING FOUNDATIONS AND ENTRIES. FINISHED GRADE AT FOUNDATION FOR WOOD FRAMED STRUCTURES SHALL BE 8 INCHES BELOW TOP OF FOUNDATION AND DRAINAGE SHALL BE A MINIMUM OF 5% WITHIN 10 FEET FROM THE BUILDING.
2. MAXIMUM SLOPES SHALL BE 3:1 FOR CUT AND FILL UNLESS OTHERWISE NOTED.
3. COMPACTION REQUIREMENTS AND TESTING SHALL BE PERFORMED TO MEET THE CITY STANDARDS.
4. NO FILL SHALL BE PLACED UNTIL VEGETATION HAS BEEN REMOVED AND SUB-GRADE PREPARED PER THE SOILS REPORT.
5. DUST SHALL BE CONTROLLED BY WATERING OR OTHER APPROVED METHODS.
6. CONTRACTOR SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN BY INSTALLING BMP'S PRIOR TO COMMENCEMENT OF EXCAVATION ACTIVITIES. CONTACT THE CITY INSPECTOR FOR INSPECTION.
7. ALL RECOMMENDATIONS OF THE GEOTECHNICAL REPORT AND ALL SUBSEQUENT REPORTS, ADDENDUM ETC. SHALL BE CONSIDERED A PART OF THIS GRADING PLAN AND SHALL BE COMPLIED WITH.
8. THE CONTRACTOR SHALL CONTACT BLUE STAKES FOR LOCATION MARKING PRIOR TO COMMENCING EXCAVATION ACTIVITIES.
9. CITY MAY REQUIRE A PRE-CONSTRUCTION MEETING BEFORE A PERMIT IS ISSUED.
10. STREETS ADJACENT TO THE PROJECT SHALL BE CLEAN AT ALL TIMES.
11. CONTRACTOR IS RESPONSIBLE FOR ARRANGING FOR ALL REQUIRED INSPECTIONS.
12. PRIOR TO TAKING WATER FROM A CITY FIRE HYDRANT, THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH THE WATER UTILITY TO OBTAIN A WATER METER.

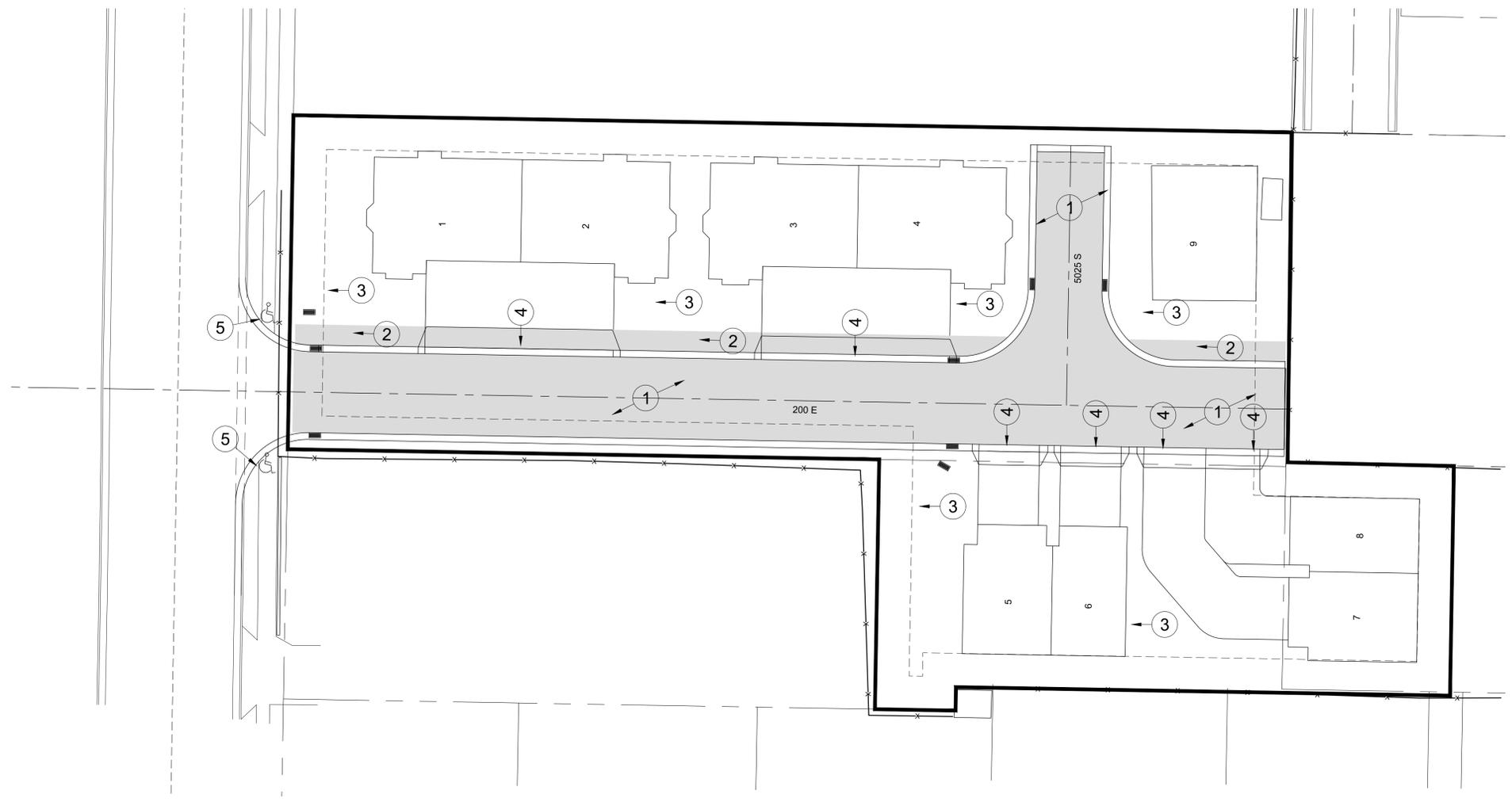
CULINARY WATER GENERAL NOTES

1. ALL INSTALLATION AND MATERIALS SHALL CONFORM TO WASHINGTON TERRACE CITY STANDARDS, SPECIFICATIONS AND PLANS.
2. THRUST BLOCKING IS REQUIRED AT ALL BENDS AND FITTINGS. TIE RODS SHALL BE USED AT ALL BENDS AND FITTINGS WHERE THRUST BLOCKS DO NOT BEAR AGAINST UNDISTURBED SOIL.
3. ALL WATERLINES AT SEWER CROSSINGS SHALL BE LOCATED ABOVE AND HAVE AN 18-INCH VERTICAL SEPARATION FROM THE SEWER PIPE. IF THIS IS NOT PROVIDED, THE WATERLINE SHALL BE INSTALLED WITH 20 L.F. OF CONCRETE CASING CENTERED OVER THE SEWER PIPE.
4. DISINFECTION TESTS SHALL BE PERFORMED BY WASHINGTON TERRACE CITY WITH COOPERATION FROM THE CONTRACTOR IN PERFORMING ANY NECESSARY EXCAVATION AND SUBSEQUENT BACKFILLING AT NO COST TO THE CITY.
5. CHLORINATION OF COMPLETED WATER LINE. THE NEW WATER LINES SHALL BE DISINFECTED BY CHLORINATION. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL RELATED COSTS AND FEES RELATED TO THE CHLORINATION OF THE COMPLETED WATER LINE. THIS TEST SHALL BE PERFORMED PRIOR TO CONNECTION OF THE NEW WATER LINES TO THE EXISTING WATER SYSTEM. THE CONTRACTOR SHALL NOTIFY WASHINGTON TERRACE CITY AT LEAST 24 HOURS BEFORE THE CHLORINATION IS DESIRED.
6. A MINIMUM HORIZONTAL CLEARANCE OF 10 FEET SHALL BE MAINTAINED FROM SANITARY SEWER MAINS.
7. UNLESS OTHERWISE SPECIFIED, ALL WATERLINES SHALL BE AWWA C900 PVC CLASS 150, PER ASTM D2241.
8. CONTRACTOR SHALL LOCATE VALVES PRIOR TO CONNECTION WITH EXISTING SYSTEM, BUT SHALL NOT OPERATE ANY VALVE WITHOUT PERMISSION FROM WASHINGTON TERRACE CITY.
9. ALL WATER MAINS, VALVES, FIRE HYDRANTS, SERVICES AND APPURTENANCES SHALL BE INSTALLED, TESTED, AND APPROVED PRIOR TO PAVING.
10. THERE SHALL BE A WATER SUPPLY TO THE DEVELOPMENT BEFORE ANY WOOD CONSTRUCTION STARTS.
11. WASHINGTON TERRACE CITY REQUIRES THE USE OF CORROSION RESISTANT MATERIALS FOR ALL CULINARY WATER IMPROVEMENTS. SPECIFICALLY, ROMAC BLUE BOLTS OR STAINLESS STEEL BOLTS MUST BE USED ON ALL FITTINGS. FURTHER, ALL METAL FITTINGS SHALL BE POLY WRAPPED.

SHEET INDEX
COVER SHEET
C1 - SITE PLAN
C2 - UTILITY PLAN
C3 - GRADING AND DRAINAGE
PP1 - 200 E PLAN AND PROFILE
PP2 - 5025 S PLAN AND PROFILE
D1 - TYPICAL SITE DETAILS
ECP - EROSION CONTROL PLAN



STANDER TOWNHOMES PHASE 2
CONSTRUCTION DOCUMENTS



- SITE PLAN KEY NOTES**
- ① ASPHALT PAVING SECTION (SEE STREET CROSS-SECTION ON SHEET PP1)
 - ② CONCRETE SIDEWALK, (SEE STREET CROSS-SECTION SHEET PP1)
 - ③ PROPOSED LANDSCAPE AREA
 - ④ DRIVE APPROACH
 - ⑤ ADA RAMP

LEGEND

- ◆ WEBER COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
- LOT LINE
- ADJACENT PARCEL
- SECTION LINE
- - - EASEMENT
- x - EXISTING FENCE LINE

Scale in Feet
 1:20_XREF

SCALE: 1" = 20'

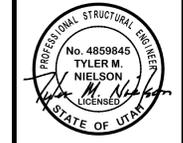
DATE: 5/14/2019

DESIGN: JH

DRAWN: JH

CHECKED: TUN

REVISIONS	DATE	DESCRIPTION



SITE PLAN

STANDER TOWNHOMES PHASE 2

5000 S

WASHINGTON TERRACE, WEBER, UTAH

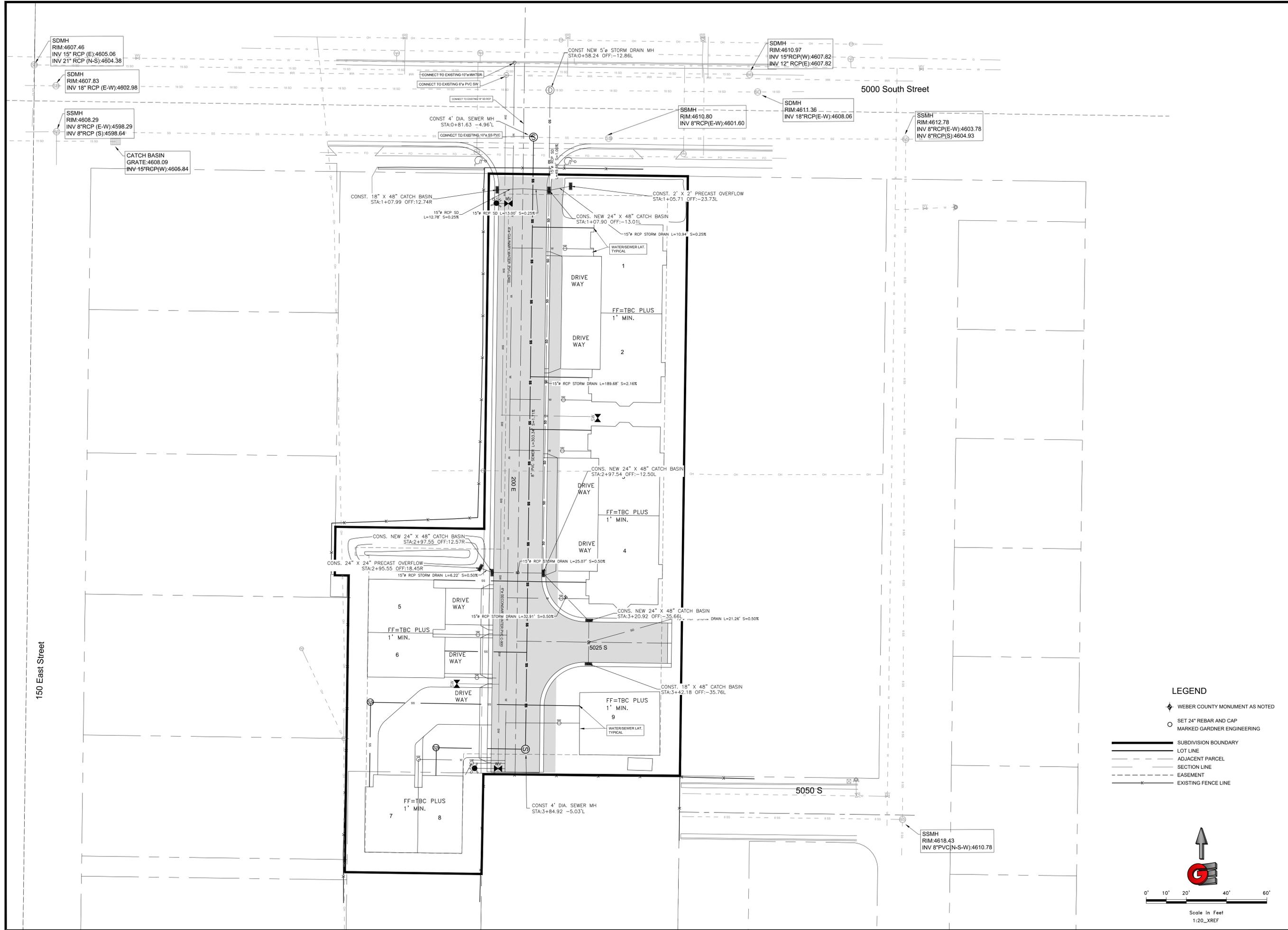
GARDNER ENGINEERING

CIVIL • LAND PLANNING
 MUNICIPAL • LAND SURVEYING

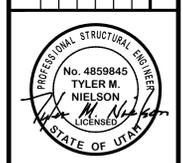
5150 SOUTH 375 EAST, OGDEN, UT
 OFFICE: 801.476.0202 FAX: 801.476.0066

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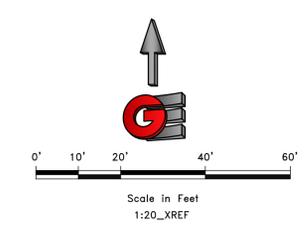


UTILITY PLAN
 STANDER TOWNHOMES PHASE 2
 5000 S
 WASHINGTON TERRACE, WEBER, UTAH

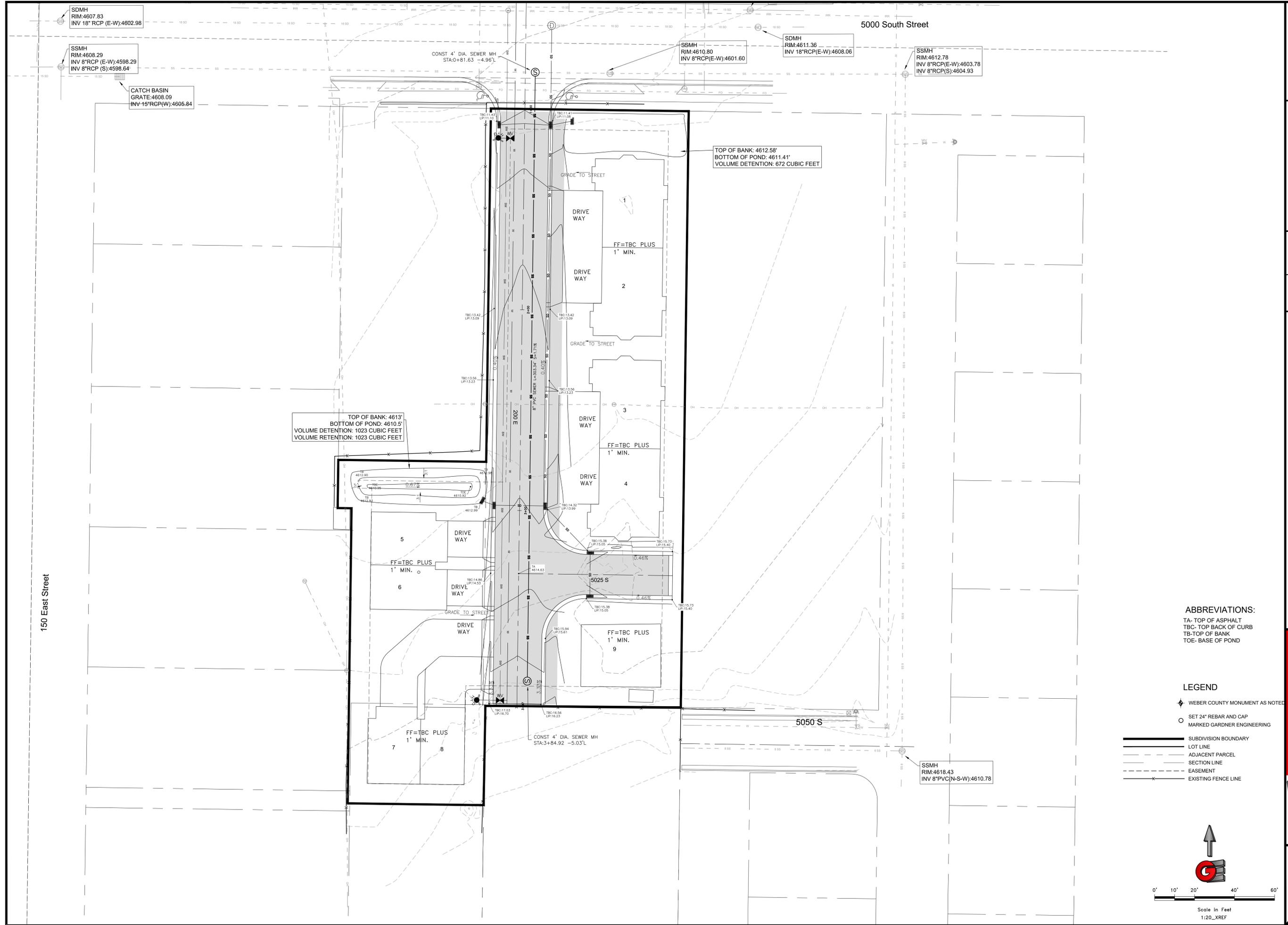
GARDNER ENGINEERING
 CIVIL - LAND PLANNING
 MUNICIPAL - LAND SURVEYING
 5150 SOUTH 375 EAST OGDEN, UT
 OFFICE: 801-476-0202 FAX: 801-476-0066

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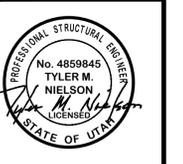
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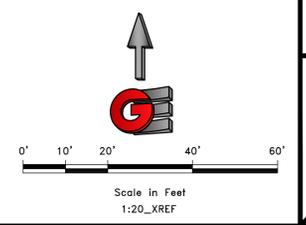


GRADING AND DRAINAGE
STANDER TOWNHOMES PHASE 2
5000 S
WASHINGTON TERRACE, WEBER, UTAH

ABBREVIATIONS:
 TA- TOP OF ASPHALT
 TBC- TOP BACK OF CURB
 TB- TOP OF BANK
 TOE- BASE OF POND

LEGEND

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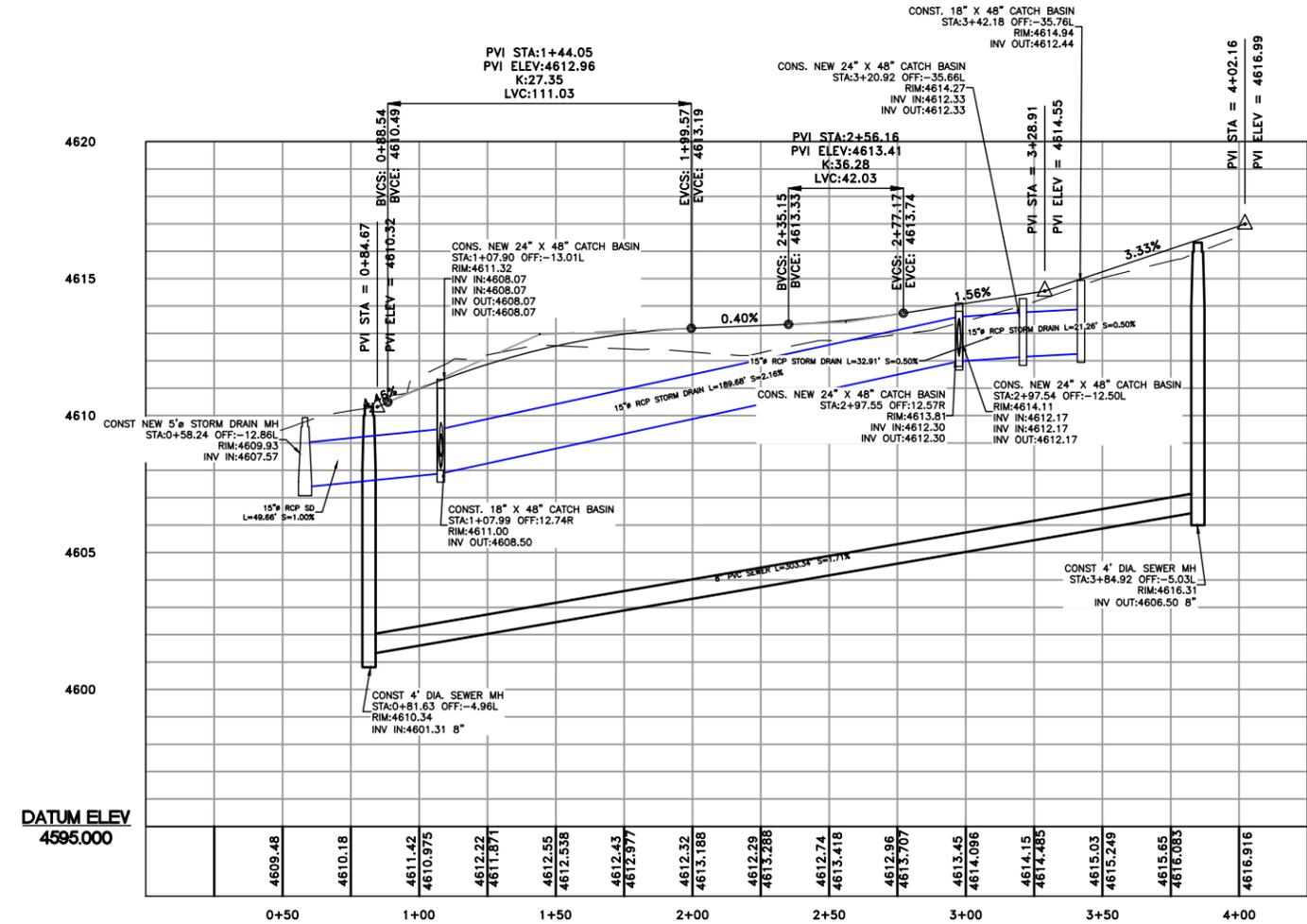
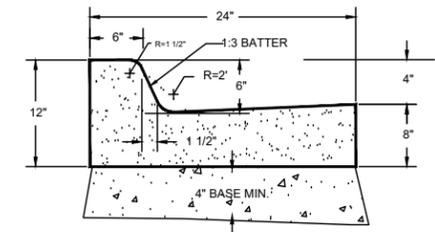
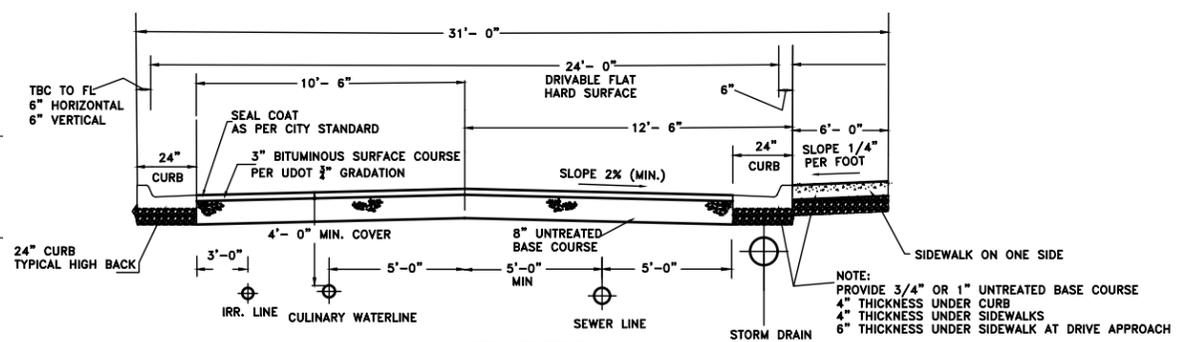
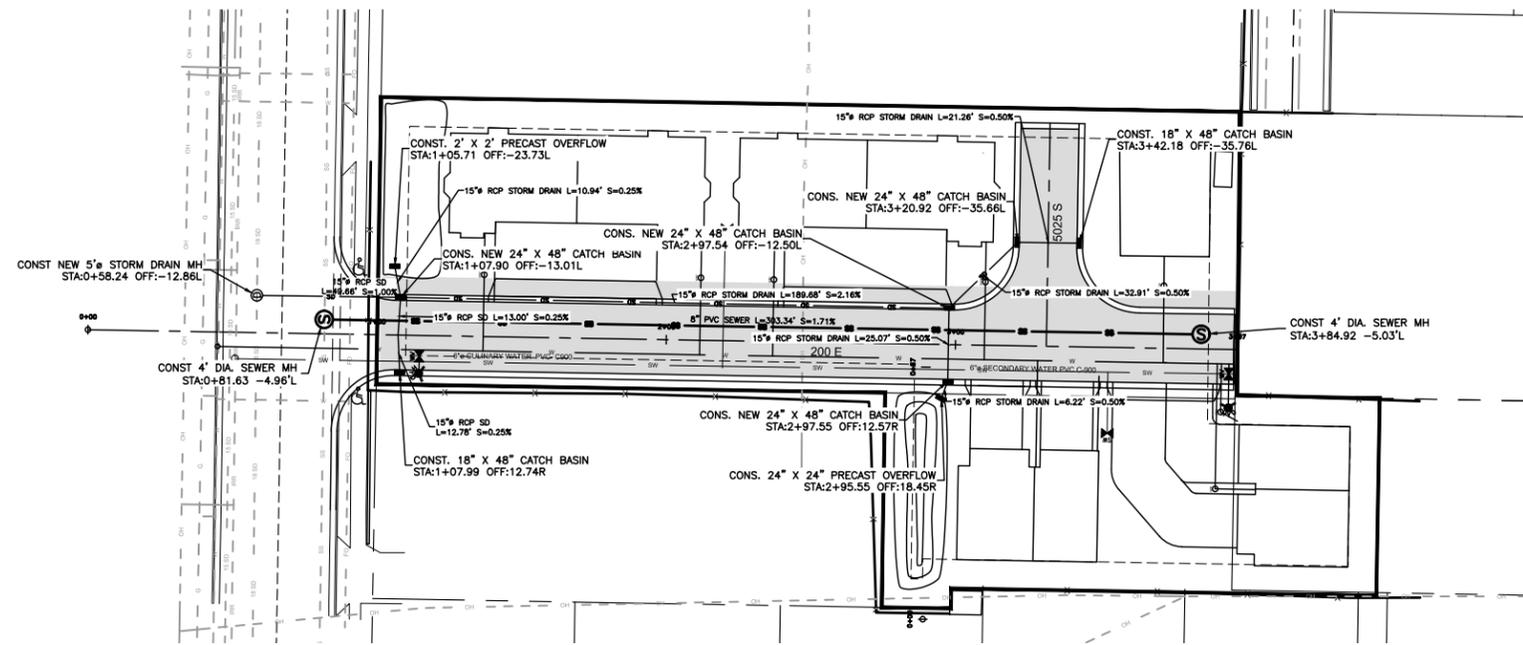


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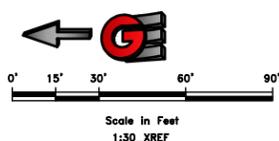
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 OFFICE: 801.476.0202 FAX: 801.476.0066

STANDER TOWNHOMES PHASE 2
 5000 S
 WASHINGTON TERRACE, WEBER, UTAH

PROFESSIONAL STRUCTURAL ENGINEER
 No. 4859845
 TYLER M. NIELSON
 LICENSED
 STATE OF UTAH

PP1
 5

PRELIMINARY PLAT FOR STANDER TOWNHOMES PHASE 2

LOCATED IN THE NORTHEAST QUARTER OF SECTION 17,
TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
WASHINGTON TERRACE, WEBER COUNTY, UTAH

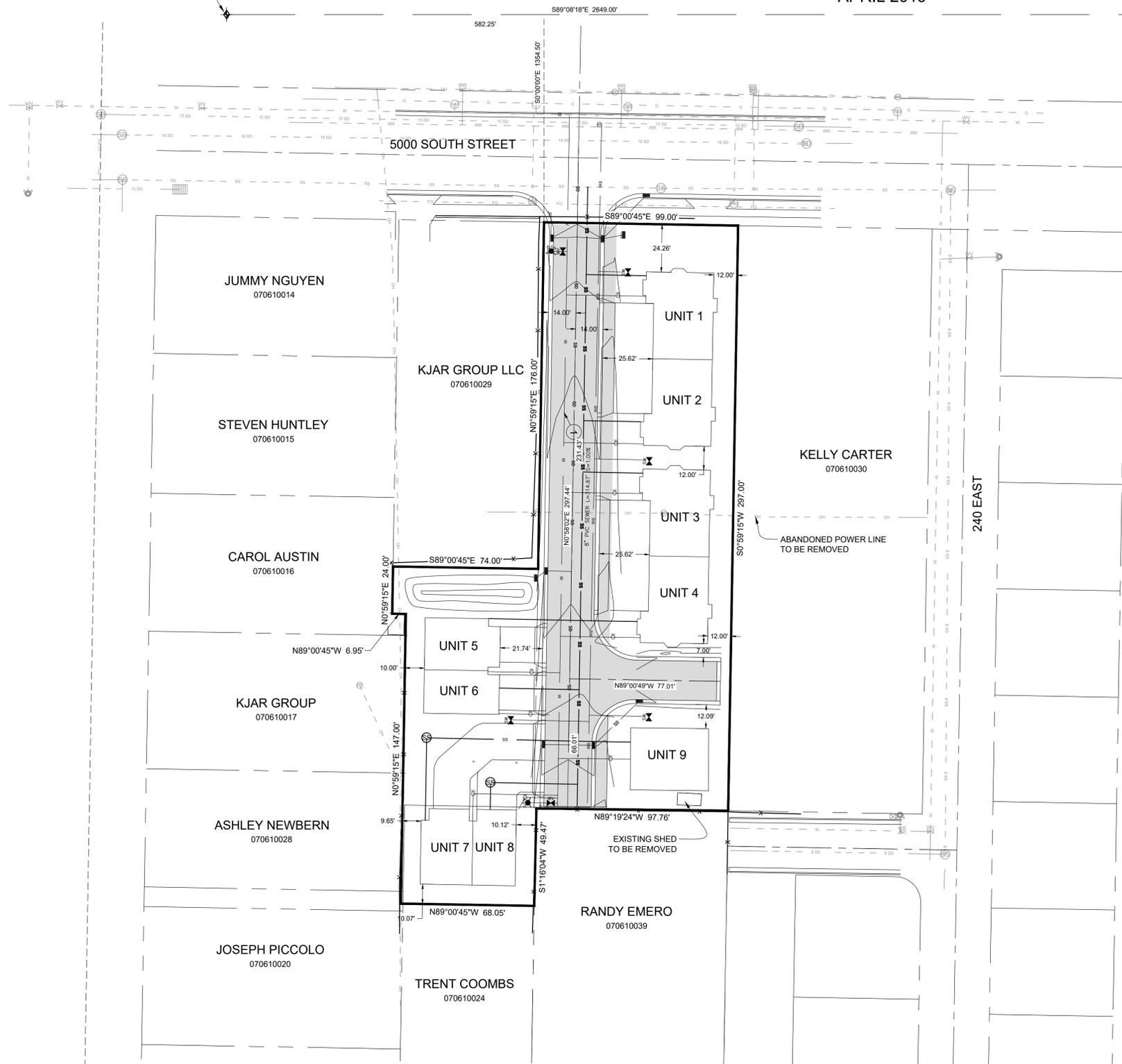
APRIL 2019

BOUNDARY DESCRIPTION

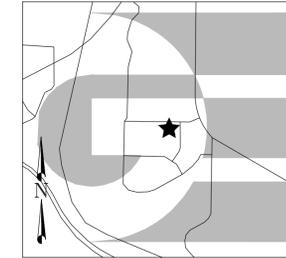
A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5000 SOUTH STREET BEING LOCATED SOUTH 89°08'18" EAST 582.25 FEET ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER AND SOUTH 00°00'00" EAST 1354.50 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 17; RUNNING THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF 5000 SOUTH STREET SOUTH 89°00'45" EAST 99.00 FEET; THENCE SOUTH 00°59'15" WEST 297.00 FEET; THENCE NORTH 89°19'24" WEST 97.76 FEET; THENCE SOUTH 01°16'04" WEST 49.47 FEET; THENCE NORTH 89°00'45" WEST 68.05 FEET; THENCE NORTH 00°59'15" EAST 147.00 FEET; THENCE NORTH 89°00'45" WEST 6.95 FEET; THENCE NORTH 00°59'15" EAST 24.00 FEET; THENCE SOUTH 89°00'45" EAST 74.00 FEET; THENCE NORTH 00°49'15" EAST 176.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.943 ACRES.

NORTH QUARTER CORNER
SEC 17, T5N, R1W, S.L.B.&M.

NORTHEAST CORNER
SEC 17, T5N, R1W, S.L.B.&M.



VICINITY MAP
NOT TO SCALE



SURVEYOR'S CERTIFICATE

I, KLINT H. WHITNEY, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH AND THAT I HOLD CERTIFICATE NO. 8227228 IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF THE PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS I HAVE COMPLETED A SURVEY OF THE PROPERTY AS SHOWN AND DESCRIBED ON THIS PLAT, AND HAVE SUBDIVIDED SAID PROPERTY INTO LOTS AND STREETS, TOGETHER WITH EASEMENTS, HEREAFTER TO BE KNOWN AS SUBDIVISION NAME IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS; THAT THE REFERENCE MONUMENTS SHOWN HEREON ARE LOCATED AS INDICATED AND ARE SUFFICIENT TO RETRACE OR REESTABLISH THIS SURVEY; THAT ALL LOTS MEET THE REQUIREMENTS OF THE LAND USE CODE; AND THAT THE INFORMATION SHOWN HEREIN IS SUFFICIENT TO ACCURATELY ESTABLISH THE LATERAL BOUNDARIES OF THE HEREIN DESCRIBED TRACT OF REAL PROPERTY.

SIGNED THIS _____ DAY OF _____, 2019.



KLINT H. WHITNEY, PLS NO. 8227228

OWNER'S DEDICATION

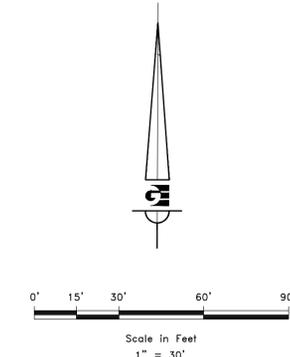
I THE UNDERSIGNED OWNER OF THE HEREON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT:

SUBDIVISION NAME

AND HEREBY DEDICATE, GRANT AND CONVEY TO WASHINGTON TERRACE, WEBER COUNTY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO GRANT AND DEDICATE A PERPETUAL EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED ON THE PLAT AS PUBLIC UTILITY, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES OR FOR THE PERPETUAL PRESERVATION OF WATER DRAINAGE CHANNELS IN THEIR NATURAL STATE WHICHEVER IS APPLICABLE AS MAY BE AUTHORIZED BY WASHINGTON TERRACE, UTAH, WITH NO BUILDINGS OR STRUCTURES BEING ERRECTED WITHIN SUCH EASEMENTS, AND ALSO DEDICATE, GRANT AND CONVEY TO WASHINGTON TERRACE A TEMPORARY TURN AROUND EASEMENT AS SHOWN HEREON TO BE USED BY THE PUBLIC UNTIL SUCH TIME THAT THE ROAD IS EXTENDED. THE TEMPORARY TURN AROUND EASEMENT SHALL BE REVOKED AND NULLIFIED AT THE EVENT OF THE EXTENSION OF THE ROAD WITHOUT FURTHER WRITTEN DOCUMENT AND THE ENCUMBERED LAND WITHIN THE AFFECTED PROPERTY SHALL BE RELEASED FOR THE FULL AND EXCLUSIVE USE AND BENEFIT OF THE PROPERTY OWNERS.

SIGNED THIS _____ DAY OF _____, 2019.

BY: _____



LEGEND

- ◆ WEBER COUNTY MONUMENT AS NOTED
- SET 24" REBAR AND CAP MARKED GARDNER ENGINEERING
- SUBDIVISION BOUNDARY
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- ADJACENT PARCEL
- SECTION LINE
- - - - - EASEMENT
- X — EXISTING FENCE LINE
- - - - - EXISTING WATER LINE
- - - - - EXISTING IRRIGATION LINE
- - - - - EXISTING STORM DRAIN
- - - - - EXISTING SANITARY SEWER
- - - - - EXISTING OVERHEAD POWER
- - - - - EXISTING GAS LINE
- ⊙ EXISTING WATER METER
- ⊕ EXISTING WATER MANHOLE
- ⊕ EXISTING FIRE HYDRANT
- ⊕ EXISTING WATER VALVE
- ⊕ EXISTING STORM MANHOLE
- ⊕ EXISTING CATCH BASIN
- ⊕ EXISTING SEWER MANHOLE

ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF WEBER)

On this _____ day of _____, 2019, personally appeared before me (NAME OF DOCUMENT SIGNER), whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the (TITLE OR OFFICE) of (NAME OF CORPORATION), and that said document was signed by him/her in behalf of said Corporation by Authority of its Bylaws, or (Resolution of its Board of Directors), and said (NAME OF DOCUMENT SIGNER) acknowledged to me that said Corporation executed the same.

STAMP

NOTARY PUBLIC

WASHINGTON TERRACE ATTORNEY
I HAVE EXAMINED THE FOREGOING PLAT AND DESCRIPTION OF SUBDIVISION NAME AND IN MY OPINION, THEY CONFORM WITH THE CITY ORDINANCES APPLICABLE THERETO AND NOW IN FORCE AND EFFECT.
SIGNED THIS _____ DAY OF _____, 2019.
CITY ATTORNEY

WASHINGTON TERRACE ENGINEER
I HEREBY CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES PREREQUISITE TO CITY ENGINEER APPROVAL OF THE FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.
SIGNED THIS _____ DAY OF _____, 2019.
CITY ENGINEER

WASHINGTON TERRACE PLANNING COMMISSION APPROVAL
APPROVED BY THE WASHINGTON TERRACE PLANNING COMMISSION.
SIGNED THIS _____ DAY OF _____, 2019.
CHAIRMAN, PLANNING COMMISSION

WASHINGTON TERRACE APPROVAL AND ACCEPTANCE
PRESENTED TO THE WASHINGTON TERRACE CITY COUNCIL THIS _____ DAY OF _____, 2019, AT WHICH TIME THIS PLAT AND DEDICATION OF THIS PLAT WERE APPROVED AND ACCEPTED.
MAYOR, WASHINGTON TERRACE
ATTEST: _____ CITY RECORDER

NARRATIVE

THE PURPOSE OF THIS SURVEY WAS TO CREATE A 9 LOT SUBDIVISION ON THE PROPERTY AS SHOWN AND DESCRIBED HEREON. THE SURVEY WAS ORDERED BY CLIVE STANDER. THE CONTROL USED TO ESTABLISH THE BOUNDARY WAS THE EXISTING WEBER COUNTY SURVEY MONUMENTATION AS SHOWN AND NOTED HEREON. THE BASIS OF BEARING IS THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE SALT LAKE BASE AND MERIDIAN WHICH BEARS SOUTH 89°08'18" EAST WEBER COUNTY, UTAH NORTH, NAD 83 STATE PLANE GRID BEARING.

R:\035 - STANDER, CLIVE\SURVEY\035STANDER TOWNHOMES.DWG

DEVELOPER: NAME ADDRESS OGDEN, UT 84401 801-XXX-XXX	S1 1	COUNTY RECORDER
		ENTRY NO. _____ FEE PAID _____ FILED FOR AND RECORDED _____ AT _____ IN BOOK _____ OF OFFICIAL RECORDS, PAGE _____ RECORDED FOR _____ COUNTY RECORDER BY: _____



Building & Planning

City Council Staff Report

Author: Planning Dept.
Subject: VACATION AND SHORT TERM RENTAL, 5.14
Date: May 21, 2019
Type of Item: Adopt Ordinance 5.14 Vacation and short term rental this code would set regulations for this type of businesses.

Summary Recommendations:

Approve new section of the City Municipal Code 5.14 , which addresses allowing vacation and short term rental housing and licensing. This ordinance would be to regulate this type of 'Use' within the city and the requirements to be able to legally to allow vacation & short rentals in Washington Terrace City.

Description:

A. Background:

In order to preserve the rural character and public values of the City of Washington Terrace, this ordinance is intended to regulate the permitted 'USE' of homes to be allowed to be rented out as vacation temp rental homes, by doing so it has been determined that the possible undesirable impact to a residential zone maybe

- traffic,
- noise violation,
- nuisance issues,
- snow removal,
- garbage concerns,
- Parking,
- Home safety & Fire, Smoke alarms, fire extinguishers and egress (window & exits)
- More rental properties

*Which may have a negative effect on the welfare and safety of the residential area, as well as the ambiance and rural character of the City.

This ordinance applies to single family Residential zones within the City of Washington Terrace and it is intended to address the application process for approval for vacation & Short term rentals. This use should be licensed for this type of rental housing business to make sure they are residential friendly.

B. Department Review:

The Building & Planning Dept. and business licensing staff have reviewed the Ordinance and give a favorable review.

Alternatives:

A. Approve the Request:

The Council May give their approval of 5.14 Vacation & Short Term Rental Ordinance for Washington Terrace city.

B. Deny the Request:

The Council can deny the request

C. Continue the Item:

The Council could table the item to a later meeting, for action at that time and by giving direction of concerns to staff.

CITY OF WASHINGTON TERRACE

**ORDINANCE NO. 19-02
VACATION AND SHORT TERM RENTALS**

AN ORDINANCE OF THE CITY OF WASHINGTON TERRACE, UTAH, ADOPTING CHAPTER 5.14 OF THE WASHINGTON TERRACE MUNICIPAL CODE FOR VACATION AND SHORT TERM RENTALS, PROVIDING LICENCING REGULATIONS FOR THE SAME, AMENDING CHAPTER 17.08 TO RENAME “REGULATION FOR MORE THAN ONE ZONE” AND ADOPT LAND USE REGULATIONS FOR VACATION AND SHORT TERM RENTALS; SEVERABILITY; AND EFFECTIVE DATE.

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

WHEREAS, *Utah Code Annotated* §§ 10-8-84 and 10-8-60 allow municipalities in the State of Utah 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, said City has desires to mitigate any impacts created by use of dwellings in neighborhood as vacation or short term rentals;

WHEREAS, City Council deems it necessary to establish regulations in order to balance the right of property owners and others in neighborhoods who seek the quiet use and enjoyment of their property;

WHEREAS, Title 10, Chapter 9a, of the *Utah Code Annotated*, 1953, as amended, enables municipalities to regulate land use and development;

WHEREAS, the City finds it necessary to update its municipal code in order to protect public health, safety, and welfare;

WHEREAS, after publication of the required notice the Planning Commission held its public hearing on _____, 2019, to take public comment on this proposed Ordinance, after which the Planning Commission gave its recommendation to _____ this Ordinance;

WHEREAS, the City Council received the recommendation from the Planning Commission and held its public meeting on _____;

NOW, THEREFORE BE IT ORDAINED by the Washington Terrace City Council as follows:

Section 1: Repealer. Any ordinance or portion of the municipal code inconsistent with this Ordinance is hereby repealed and any reference thereto is hereby vacated.

Section 2: Amendment. Chapter 5.14 and Chapter 17.08 of the Washington Terrace Municipal Code are hereby adopted and amended to read as follows:

Chapter 5.14 Vacation and Short Term Rentals

05.14.010 Purpose.

The purpose of this chapter is to mitigate any detrimental secondary effects that any vacation and/or short term rental properties with transient lodging for transient populations in otherwise primarily permanent residents in established neighborhoods. Transient populations may or may not sustain neighborhood morals, manners, customs, expectations, and consideration to the same extent as permanent residents. The regulations set forth in this Chapter are based on a desire to maintain the overall residential character of the City's neighborhoods for primarily residential uses. This Chapter shall be in effect throughout the time a license is valid, regardless of whether the property is occupied by the owner or any guest of the owner.

05.14.020 Business License Required.

No residential dwelling, or any portion thereof, shall be occupied or used as vacation short term rental less than thirty (30) days per month, or advertised as such, unless the property owner has obtained a business license issued in accordance with Title 5 and this Chapter.

05.14.030 Requirements.

In order to obtain a valid business license under this Chapter, the property owner shall:

1. Contact Information. Lists the name, address, and phone number each property owner, and any other person designated as the property manager who shall be responsible for ensuring compliance with the rules and regulations specified in this Chapter.
2. Property Address. Provide documentation that of the vacation and/or rental property address, and include the portion or portions used in the residential home for short term rental purposes.
3. Separation. Not be located within three hundred (300) feet linear feet in any direction from any another vacation and/or short term rental property.
4. Taxes. Include the owner's valid Utah State Tax Number for remittance of the required transient lodging taxes to the Utah State Tax Commission.
5. Single-family. No single-family dwelling shall be split in to two (2) units.

05.14.040 Parking Regulations.

The owner of any property licensed as a vacation short term rental shall provide off-street parking any guest as following:

1. On-site Required. All guest parking shall be on-site and off-street on the same lot as the residential dwelling licensed under this Chapter.
2. Adequate. All parking shall be on-site and adequate to accommodate all guests. Tandem

- driveway parking is acceptable.
3. Prohibited. No street parking is permitted and no parking at any neighboring residential use is permitted.
 4. Living Area. No parking space may be located in front of the living area of any single-family dwelling unless there is a circular driveway.

05.14.050 Maintenance Standards.

Each owner shall comply with the following maintenance standards for any residential dwelling used as a vacation and/or short term rental:

1. Maintenance. Structures shall be properly maintained, painted, and kept in good repair. All grounds and landscaped areas shall be properly maintained and irrigated. No signs or other improvements are allowed, specifically those that detract from the general appearance of the neighborhood.
2. Neighborhood Conformance. The use of a dwelling as a vacation short term rental shall not in any way change the residential character of a neighborhood.
3. Code Requirements. Each sleeping room must meet most current standards set forth in the International Residential Code (IRC) for egress and be equipped with appropriate and functional smoke and other required detectors. A fire exiting route plan and maximum occupancy number must be posted in each sleeping room.

05.14.060 General Rules and Regulations.

Each owner shall ensure that all guests comply with the following rules and regulations for operation of any vacation and/or short term rental:

1. Respondent Superior. Each owner is responsible for the conduct of each guest and any violation under this chapter.
2. Noise. Any noise that by virtue of its time, nature, intensity or duration that are out of character with noises customarily heard in the surrounding residential neighborhood is prohibited.
3. Behavior. No person shall disturb the peace of surrounding residential property residents by engaging in drug use, excessive consumption of alcohol, shouting, fighting, loud music, racing vehicles, or any other disturbance no customarily part of the neighborhood.
4. Recreation. No outdoor recreational activities shall be permitted after midnight.
5. Trespassing. No trespassing on interfere with the privacy of surrounding residents or properties.
6. Littering. No littering or pet disturbances on any surrounding properties, including any public property.
7. Nuisance. Comply with the nuisance regulations of the City set forth in Chapter 8.16.
8. Posting. Each property owner shall post the following information in a concise and unambiguous manner and in a conspicuous location inside any vacation and/or short term rental:
 - a. The business license.
 - b. The name, address, and phone number of the owner or property manager.
 - c. The location of all fire extinguishers.
 - d. A list of all rules applicable for vacation rentals set forth in this Chapter, in addition to any house rules of the owner.

- e. The maximum occupancy vehicles allowed and parking regulations.

05.14.070 Specific Rules and Regulations.

Each owner shall ensure that all guests comply with the following specific rules and regulations for operation of any vacation and/or short term rental:

1. Pools. Outdoor pools, hot tubs, and spas shall not be used between the hours of midnight and 6:00 AM.
2. Emergency. A sign shall be place on the front door of the property that contains the emergency contact information and 24-hour phone number for the owner or manager. The sign shall also include information instructions for guests to contact local first responders in case of fire or other emergency.
3. Response Time. The owner or manager shall respond to complaints and concerns within one (1) hour of any notification.

15.14.80 Enforcement.

1. Inspection. The City may conduct business license inspections to ensure compliance with this Chapter.
2. Taxes. All taxes shall be collected by the owner or manager and remitted to the Utah State Tax Commission as provided by law for transient lodging.
3. Penalty. In addition to license suspension and revocation as provided in this Title, any license violation under this Chapter shall be subject to the penalties set forth in Section 05.02.130.

**Chapter 17.08
Regulations for One or More Zones**

17.08.010 Applicability.

This Chapter consists of various land use regulations that are applicable to one or more zones.

17.08.020 Vacation and Short Term Rentals.

No residential dwelling, or any portion thereof, in any zone shall be occupied or used as vacation short term rental, or advertised as such, unless the property owner complies with Chapter 5.14.

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.

Washington Terrace City, Utah
Ordinance 2019-02- Vacation and Short Term Rentals

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

In accordance with the provision of Utah Code Annotated §10-3-713, as amended, I, the City Recorder of the City of Washington Terrace, Utah, hereby certify that foregoing Ordinance was duly passed and published or posted at 1) _____, 2) _____, and 3) _____ on the above referenced dates.

AMY RODRIGUEZ, City Recorder

DATE: _____