



Regular City Council Meeting
Tuesday, November 20, 2018
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 NOVEMBER 20, 2018, MEETING MINUTES AND NOVEMBER 17, 2018 COUNCIL RETREAT MINUTES

5. **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.

6. **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.

7. **NEW BUSINESS**

7.1 PRESENTATION : PRESENTATION: THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2018

A Presentation of the Comprehensive Annual Financial Report that includes the independent audit report issued by the firm of Keddington & Christensen.

7.2 PRESENTATION: OGDEN WEBER COUNTY ACTION PARTNERSHIP

A presentation will be given by OWCAP, an organization whose purpose is encouraging the community in working together in dealing with problems concerning disadvantaged youth in the Ogden area.

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.

7.3 DISCUSSION/MOTION: APPROVAL OF THE CONSOLIDATED PLAN – CAPITAL INVESTMENT PLAN PROJECT PRIORITIZATION

A five-year Capital Investment Plan ranking the top priority projects that are eligible for the Community Development Block Grant (CDBG)

7.4 DISCUSSION/MOTION: APPROVAL OF THE PURCHASE OF PUBLIC WORKS FACILITY HOIST AND TRAILER PULL MAN LIFT

Approval of purchase of equipment to be housed in the new Public Works Facility as part of the Completion of the project.

7.5 DISCUSSION: THE CONSOLIDATION OF WASHINGTON TERRACE CITY CIVIC/SENIOR CENTER WITH WEBER HUMAN SERVICES

7.6 MOTION/RESOLUTION 18-12: A RESOLUTION ADOPTING A FRANCHISE AGREEMENT BETWEEN WASHINGTON TERRACE CITY AND ROCKY MOUNTAIN POWER

7.7 MOTION: APPROVAL OF THE 2019 ANNUAL MEETING SCHEDULE

8. COUNCIL COMMUNICATION WITH STAFF

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

9. ADMINISTRATION REPORTS

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

10. UPCOMING EVENTS

December 25th: City offices closed for Christmas Holiday

January 1st: City offices closed for New Years Holiday

January 15th: City Council Work Session 4:00 p.m.

January 15^t: City Council Meeting 6:00 p.m.

11. ADJOURN THE MEETING: MAYOR ALLEN

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

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Washington Terrace City Council Retreat 2018

MINUTES from
Saturday, November 17, 2018
Washington Terrace City Public Works Facility
575 E 5600 S
Washington Terrace, UT

MAYOR, COUNCIL, AND STAFF PRESENT

Mayor Allen
Council Member Monsen
Council Member Brown
Council Member Weir
Council Member Barker
Council Member West
City Manager Tom Hanson
Public Works Director Steve Harris
Public Works Maintainer Supervisor Denzil Remington
Court Clerk Jean Blair
Recreation Director Aaron Solomon
Finance Director Shari' Garrett
Chief Building Official Jeff Monroe
Fire Chief Kasey Bush
City Recorder Amy Rodriguez

7:45 Breakfast

8:00 Welcome: Pledge of Allegiance

8:15 Council Policy and Priorities

- Mission, Organizational Philosophy and Core Values
- Council Policy Priorities, Review and Edits

Hanson outlined the core functions of the City with Council and reviewed Council goals. The Council goals are used as direction to staff on key priorities of the city.

Council Member Barker asked how we prioritize issues brought before staff from residents, citing a recent request from a citizen concerning street lights. Council Member Brown suggested a more constructive way to communicate with residents. He stated that staff should follow up with residents as to where their request is in the process. He suggested a checklist or request sheet for resident

Washington Terrace City Council Retreat 2018

36 concerns. Hanson agreed that it was a very functional request and may be implemented. Council
37 Member Barker stated that Council should also follow up with residents who contact them with
38 issues. Council Member West stated that it should start with a service level agreement (SLA) that can
39 give clear expectations to the resident and allows staff to track against it. Council Member Monsen
40 stated that it is an unrealistic expectation to make everyone happy every time. He stated that there is
41 room for improvement, however, we should not beat ourselves up about it.

42

43 Hanson reviewed policy statements, core functions, and goals.

44

45 **Highlights:**

46 Council Member Brown would like to add a function that addresses a responsibility to residents to
47 address their needs and their capacity to pay for compensation for employees and other services that
48 may be within our control.

49 Council Member West asked what happens when our needs exceed our ability to pay. He stated that it
50 is a hard balance to provide the level of service and the city's ability to pay. He stated that there is a
51 basic level of service that is increasing in cost and it has to be paid somehow.

52

53 There was discussion of a blanket mailer to residents notifying them about the newsletter. Council
54 Member Brown stated that he is against mass mailings because it would be too costly.

55 Hanson noted that the new infill development ordinance is receiving results and developments are in
56 progress, cleaning up vacant lots and bringing in property taxes. Monroe stated that the ordinance is
57 very effective and the city is making sure that the interests of the city and residents is being
58 monitored and reviewed. Monroe spoke on illegal duplexes and stated that it is one area that he runs
59 into constantly. He suggested making the basement apartments legal, however, with specific
60 requirements.

61 Hanson encouraged Council to review the priority list and let him know of any changes or concerns.

62 10:00 Break

63

64 10:30 Fire Department Strategy

65 Bush led the conversation concerning Fire staffing, noting that Customer Service is a high priorities.
66 He spoke about the partnership with Ogden City, noting that we pay for 3 fire fighters, but receive 5
67 bodies for staffing. Bush stated that ambulance 51 stays in our station for most of the time, instead of
68 leaving the area for transports and calls out of the area. The added two firefighters will help comprise
69 our staffing of 5 per shift, which will allow us to be on the Automatic Aid Agreement list.
70 Bush stated that 3 firefighters is considered a fully staffed fire truck.

71

72 Bush stated that if the department goes to 3 on shift, it basically equals 16 members. He stated that
73 that there is 1 chief, 3 crew members, 1 battalion Chief, 2 ambulance crew, 3 crew members from
74 Ogden's engine, 3 crew members from South Ogden Personnel, and 3 from Riverdale Personnel. If
75 we are in Automatic Aid, the cities must send out the personnel if they are available. If we stay in a
76 Mutual Agreement, they do not have to send the personnel.

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77

78 Bush stated that recruitment and retention is difficult across the state. Bush stated that we run around
79 1200 calls a year. Bush stated that we will increase service levels if we go to a three personnel shift.
80 He stated that the goal is to offer competitive pay, which will lead to greater recruitment and
81 retention, and bring enhanced fire response.

82

83 Bush stated that the increase in budget may result in a tax increase of \$93 on a \$207,000 home with a
84 yearly increase of \$5-7.

85

86 Council Member West stated that the “why” of this move is related to level of service, noting that it is
87 a service that you hope you never have to use, but when you do, you would like the best response
88 time and service available. Council Member Monson stated that there is a certain level that we have
89 to reach. He stated that he is worried on how we will pay for this increase. He questioned if we have
90 the ability to pay. Council Member Brown stated that very little has to do with fire, with most of the
91 calls being medical. He stated that he agrees that the department needs to be ready, but he would like
92 to somehow separate medical and make those recipients pay for their services. Bush stated that there
93 have been lawsuits associated with fee-based services. Mayor Allen asked if we could bill insurance
94 companies for medical calls. Bush stated that we receive those funds from Ogden as part of their
95 ambulance services. Mayor Allen stated that if we consolidated with neighboring cities, the tax
96 increase would be almost double. Bush noted that even if we consolidated with the cities, we would
97 not be able to get rid of our engines.

98

99 Hanson stated that doing our work in house might make it more complicated, but changing the wage
100 may motivate more personnel to volunteer. Council Member Monsen asked how we will fill three
101 slots if we are having trouble filling 2 slots. Council Member Monsen stated that he feels that we
102 must go employee based. He stated that we cannot bank on volunteers to fill shifts. Hanson stated that
103 staff is suggesting that we keep the branding of volunteer and stay within their parameters. Bush
104 stated that the consolidation is still banking on relying on part time employees. Bush stated that full
105 time firefighters are the only ones who are guaranteed a slot, noting that the part time people may not
106 pick up shifts. Council Member Monsen stated that we have to ensure that we have people to fill the
107 shifts. Bush stated that the only way to do that is to go to three full time firefighters per shift. Bush
108 stated that there are no guarantees, however, we can push forward towards that goal. Hanson stated
109 that he is not comfortable going to full time, but would like to go to the step of pay and structure to
110 see if we can be more competitive and more affordable. He stated that with the increase of pay scale,
111 training, and Automatic Aid, he feels that we will be able to bring firefighters to the city.

112 Bush stated that the Automatic Aid will help with Council Member Monsen’s concerns. He stated
113 that we have to have 3 person shifts to be eligible on Automatic Aid. He stated that once we are in
114 Automatic Aid, the other departments will be available if we are short manned for a fire. Bush stated
115 that the pay increase will help substantially with recruitment. Bush stated that our shifts are filled
116 around 90 percent of the time.

117

118 Bush stated that once we go to three personnel, we will be able to call on other departments for back
119 fill when employees are sent to trainings.

120 Hanson stated that this will be discussed during the budget process for next fiscal year. Garrett
121 cautioned that there is a one-time bump, but there is also a maintenance fee every year to maintain the

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122 increase in level of service. She stated to consider the totality when considering this move. She stated
123 that we are not experiencing the growth to offset the costs. She stated that there are competing
124 interests for funding. Mayor Allen asked if we have looked at all our options to pass costs along to
125 businesses that use the fire services.
126

127 11:00 Future Funding and Taxing Capacity :

128 Mayor Allen proposed that Council give a coupon to employees to use for one day off in place of a
129 holiday party. He stated that there is a soft cost to this and the employees appreciate the gesture.

130 Hanson stated that he would like to have a work session in January in place of a Council meeting to
131 speak on capital improvement and future casting, as well as taxing capacity

132

133 11:15 Code Enforcement and Court Processes

134 Monroe and Blair explained the steps concerning code enforcement and the court process. Monroe
135 stated that about 2 percent of all his code violations end up in court. The rest are taken care of before
136 they head to court.

137 Blair proposed that the court maintain a copy of all the closed cases from Monroe for tracking
138 purposes so that they know who has been into court before. Blair noted that if a defendant ends up in
139 court and pleads guilty, the judge will not issue a judgement at that time. With the streamlined
140 version, the judge will know the history of the defendant.

141

142 Monroe stated that the violator has 1-14 days to get a complaint fixed. He stated that it is dependent
143 on the urgency and severity of the violation. He stated that the Planning Commission is currently
144 reviewing the nuisance ordinance to determine what is a defensible to be prosecuted. He stated that
145 the Commission is working on definitions with Monroe.

146 Council Member Brown asked why we cannot put a lien on the properties that are non-compliant and
147 are bank owned. He would like the properties cleaned up. Hanson stated that he is working with
148 Monroe on setting up a good system and a budget amount that we could work on a property and
149 charge the owners, or lien the property to recoup the amounts. Council Member Monsen stated that
150 bank owned properties usually have a realtor that is in charge of cleaning the property. He stated that
151 he has always had an issue with our code concerning dry, dead grass. He stated that weeds are a
152 problem, but dry grass is not a problem if it is kept up. He stated that the banks should tell us who is
153 responsible for the property. Monroe stated that he has been given the run-around trying to find the
154 owner.
155

156 Blair stated that the judge will continue the court case to give them an opportunity to speak to
157 Monroe about remedies. Blair stated that the court can compile a report, freeing up Monroe, to file a
158 formal information report. This report will outline what is needed through the court process. She
159 stated that the gathering of information is for pre-trial information. It will also offer a historical
160 perspective.

161 Blair stated that a summons, and secondary courtesy letter is sent to the defendant to appear. If they
162 do not appear, it is given to the judge.

Washington Terrace City Council Retreat 2018

163 Monroe stated that there are 48 identifiable nuisance violations to explain to residents what code they
164 are violating. He is currently working on re-defining some of the specific violations. Blair stated that
165 Monroe is never out of the process. He will have more time freed up because court will be compiling
166 the report so that they can move forward. It will also alleviate the need for Monroe to stay after work
167 on court days to talk to the judge on the history of the complaint. Monroe stated that he currently
168 testifies in court, but future needs may diminish with the new system. He may only have to appear
169 when and if the case goes to trial. Blair stated that if they do not pay their fine, she suggests that
170 instead of going to a warrant and possible arrest, she would rather go through debt collection services,
171 who can put a lien on a property. Blair stated that the goal is to get it cleaned up with lesser impact.
172 Council Member West asked if there is any way we can align service opportunities with properties
173 that need cleaning. Monroe stated that there are liability issues with that, but there may be particular
174 properties that may prove to be beneficial.

175

176 11:30 Capital Improvement Future Casting...Introduction to future meeting:

177 Hanson stated that he would like to have a work session on January 15th in place of a Council
178 meeting to speak on capital improvement and future casting, as well as taxing capacity

179 11:55 Conclusion and wrap up

180 12:00 Adjourned

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184 Date approved

City Recorder

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City of Washington Terrace

Minutes of a Regular City Council meeting
Held on November 20, 2018
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of Utah

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

- Mayor Mark C. Allen
- Council Member Scott Monsen
- Council Member Blair Brown – arrived at 6:43 p.m.
- Council Member Larry Weir
- Council Member Scott Barker
- Council Member Jeff West
- City Manager Tom Hanson
- Public Works Director Steve Harris
- City Recorder Amy Rodriguez
- Lt. Jeff Pledger, Weber County Sheriff

Others present

Charles and Reba Allen, Ulis Gardiner

1. ROLL CALL 6:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. WELCOME

4. CONSENT ITEMS

4.1 APPROVAL OF AGENDA

4.2 APPROVAL OF NOVEMBER 6, 2018, MEETING MINUTES

Items 4.1 and 4.2 were approved by General Consent.

5. CITIZEN COMMENTS

There were no citizen comments.

6. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS

Due to lack of citizen comments, item 5 is unnecessary.

7. NEW BUSINESS

7.1 DISCUSSION/MOTION: TO APPROVE THE USE OF INVESTMENT EARNINGS AND REMAINING CONSTRUCTION FUNDS FROM THE NEW PUBLIC WORKS FACILITY

Hanson stated that the Shop Project has been completed and there is a remaining balance is \$117,105, which needs to be assigned. The earnings balance is \$88992.00. This balance is the interest earned during

49 the construction process.
50 Hanson stated that there are items that are still needed to be done to complete the project. These include
51 Sewer Impact Fees, Way Bay cat walk, Vehicle Hoist, Personnel Boom lift, as well as the demolition of
52 the old shop. These total \$97,000, leaving a remaining balance of \$109,027. Hanson proposed that the
53 balance be used for the new parking lot and road project at the old public works facility. He stated that he
54 would like to bundle this with a RAMP project to complete the Park Project. He stated that the balance
55 could be used as matching funds for the upper part of the Park Project. Hanson stated that this would
56 bring a higher use level. He stated that he has spoken to Legal to make sure that we are able to use the
57 funds on the reconstruction of the parking lot. He stated that it is legal because it is restoring the old shop
58 area to create something new.
59 Council Member Monsen stated that he remembers that these items were taken out of the initial proposal
60 to save money. He stated that it is good that we are able to put them back into the project without going
61 over budget.
62 Hanson stated that the demolition will remove everything at the old shop area and will remove any
63 hazards.
64 Mayor Allen asked if we normally pay sewer impact fees on our own buildings. Hanson stated that we do
65 because we are impacting the district so we would pay the district sewer impact fee. We do not pay roads,
66 parks, or storm water impact fees.
67 Hanson noted that the salvage has been completed, and the demolition will have someone take down the
68 foundations and haul the debris away.
69 Council Member Monsen noted that the numbers may shift.

70
71 **Motion by Council Member Weir**
72 **Seconded by Council Member West**
73 **To approve the use of the investment earnings and remaining**
74 **Construction funds as outlined for the Shop and Parking Lot Project**
75 **Approved unanimously (4-0)**
76
77

78 **7.2 DISCUSSION: COUNCIL RETREAT REVIEW**

79 Hanson stated that Council and staff participated in a Council Retreat and focused on Policy and Goals,
80 Fire Department Staffing, and code enforcement tracking and processes. Hanson stated that he was
81 thinking of an idea of having the next Council Retreat go from 8-3. Council Member Barker suggested to
82 have staff for half a day and just Council for the rest of the day. Hanson stated that he likes the idea of
83 having the complete team there. Council Member Monsen stated that he would like the entire staff to be
84 at the retreat. Council Member West suggested a cut-off time for 2. He is anticipating the retreat for
85 November 16 or 23rd. Hanson stated that the January 15th meeting will start at 4:00 with a work session.
86

87 **8. COUNCIL COMMUNICATION WITH STAFF**

88 Council Member Monsen clarified that there is only one meeting in December.
89 Hanson stated that Harris has been researching the light fixture issues, but it has been found challenging.
90 Hanson stated that Harris has been trying to get retro fit packages.
91 Hanson stated that we have three speed light flashers, and one has been ordered. Hanson stated that there
92 is one on Ridgeline, the North entrance, and 300. Mayor Allen noted some tweaks that could be made to
93 some of the signs.
94

95 Council Member Barker asked if any feedback is given to us from Utah Power and Lights. Harris stated
96 that they receive a range of one to two weeks. A work order number is given.

97 Hanson stated that there are few more things on 5700 South to be done before the road can be opened up.
98 Harris stated that there will be two lights put on the road before it is completed.
99
100 Mayor Allen stated that the 5350 Road has been completed.

101
102 **9. ADMINISTRATION REPORTS**
103 Hanson stated that staff is very grateful for the Christmas appreciation gift from Council.
104 Hanson update Council on a “structure” fire over the weekend that turned out to be a tree on fire.
105

106 **10. UPCOMING EVENTS**
107 **November 22-23: City Offices closed for Thanksgiving**
108 **November 29th: Planning Commission Meeting 6:00 p.m.**
109 **December 4th: City Council Meeting 6:00 p.m.**
110

111 **11. MOTION: ADJOURN INTO CLOSED SESSION**
112 **Motion by Council Member Brown**
113 **Seconded by Council Member Monsen**
114 **To adjourn into closed session**
115 **Approved unanimously (5-0)**
116 **Roll Call Vote**
117

118 **Council adjourned into closed session to discuss:**
119

- Strategy session to discuss pending or reasonably imminent litigation

120
121

122 **12. ADJOURN THE MEETING: MAYOR ALLEN**
123 Mayor Allen adjourned the closed session and regular meeting at 7:39 p.m.
124
125

126
127 _____
Date Approved **City Recorder**

City Council Staff Report

Author: SHARI GARRETT, FINANCE DEPT.

Subject: FINANCIAL AUDIT REPORT FOR FY ENDED JUNE 30, 2018

Date: DECEMBER 4, 2018

Type of Item: PRESENTATION

Summary Recommendations: That the Mayor and Council receive the annual independent audit report by Keddington & Christensen.

Description:

A. Topic: Financial Audit Report for the fiscal year ended June 30, 2018

B. Background: The City is required to have an independent financial audit performed annually. The scope of the audit including audit objectives and audit procedures are described in the *attached* audit engagement letter. Management's responsibilities related to the engagement are also described therein.

C. Analysis: The conclusion and opinion of the audit is detailed in the Independent Auditor's Report (refer to page 17 of the Comprehensive Annual Financial Report).

D. Recommended Council Action: None. Presentation only.



Keddington & Christensen, LLC
Certified Public Accountants

Gary K. Keddington, CPA
Phyl R. Warnock, CPA
Marcus K. Arbuckle, CPA

May 30, 2018

Washington Terrace City
5249 South 400 East
Washington Terrace City, Utah 84405

We are pleased to confirm our understanding of the services we are to provide Washington Terrace City (the City) for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise Washington Terrace City's basic financial statements as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Washington Terrace City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Washington Terrace City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies Washington Terrace City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

1. Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget to Actual
 - a. General Fund
 - b. Capital Projects Fund
 - c. Debt Service Fund
 - d. Redevelopment Agency

Audit objectives

The objective of our audit is the expression of an opinion as to whether the financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing

standards generally accepted in the United States of America and the standards for financial audits contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records of Washington Terrace City and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Washington Terrace City's financial statements. Our report will be addressed to the Mayor and Members of the City Council. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance will each include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Washington Terrace City is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Our audit will include procedures that are required by the *State of Utah Compliance Audit Guide* concerning compliance with State fiscal laws identified by the State Auditor. We use the audit programs of the *State of Utah Compliance Audit Guide* to perform our audit procedures. We will issue an opinion on applicable State fiscal laws and compliance requirements, and identify any weaknesses in internal control or instances of non-compliance that we discover relating to State fiscal laws or other financial issues related to the expenditure of funds received from State sources.

Audit Procedures-General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will

inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures-Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Washington Terrace City's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Washington Terrace City in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and

properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy any fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information, on which we have been engaged to report, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for the establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonattest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that the Washington Terrace City's employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

Gary Keddington will be the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

We will provide copies of our reports to Washington Terrace City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for the engagement is the property of Keddington & Christensen, LLC. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to certain governmental agencies or their designees, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Keddington & Christensen personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other government agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the date the auditors' report is issued or for any additional period requested by the oversight agency for the audit. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services for the year ended June 30, 2018 will be \$8,500. The above fee is based on anticipated cooperation from the City's personnel and the assumption that unexpected circumstances will not be encountered during the audit and the City's records will be ready to be audited by August 27, 2018. The above fee is also based on the current finance director and other key accounting personnel being available to assist in the audit process. If the finance director, chief accountant, and/or other key accounting people are not available to assist with the audit process, and we anticipate that this circumstance will result in significant additional time, we will stop our audit procedures and will discuss it with the City and arrive at a new fee estimate before we incur the additional costs. Additional services for which we may be asked to perform will be billed at our standard rates.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if the City's account becomes overdue and may not be resumed until the City's account is paid in full. If we elect to terminate our services for nonpayment, the City will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We understand that the City is responsible for preparing the Management Discussion and Analysis (MD&A) section of the audit report, as required by GASB No. 34. If the City would like us to help in the gathering of information for the MD&A section, our fees would be billed at our standard rates.

This engagement does not include responding to inquiries by any governmental or regulatory agency or authority related to the financial statements or other documents that are associated with this engagement.

If the City requires assistance with any inquiries related to the aforementioned reports or documents, we would be pleased to assist the City under the terms of a separate engagement.

If during the course of our engagement we encounter circumstances which we believe may create a conflict of interest or conflict with the ethical standards of our profession, we will inform the City of our concerns. If these concerns cannot be adequately addressed to our satisfaction, or we are compelled to do so by the professional standards of our profession, we may withdraw from the engagement with a written notice.

We appreciate the opportunity to be of service to Washington Terrace City and believe this letter accurately summarizes the significant terms of our engagement. Please date and sign the enclosed copy of this letter and return it to us to acknowledge your agreement with the terms of this engagement. If you have any questions, please let us know.

Very truly yours,

Keddington & Christensen

Keddington & Christensen

RESPONSE:

This letter correctly sets forth the understanding of Washington Terrace City.

By: 

Title: City Manager

Date: 5-31-18

City of Washington Terrace
County of Weber, State of Utah

RESOLUTION NO. 18-12

**A RESOLUTION ADOPTING A FRANCHISE AGREEMENT BETWEEN
THE CITY OF WASHINGTON TERRACE, UTAH, AND ROCKY
MOUNTAIN POWER; SEVERABILITY; AND EFFECTIVE DATE.**

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

WHEREAS, Rocky Mountain Power (hereafter “Company”) provides electrical utility services in the City;

WHEREAS, Utah Code Annotated §10-3-717 provides that the City Council may exercise all administrative powers by resolution;

WHEREAS, in accordance with Utah Code Annotated §10-8-21 the City has authority to regulate power line facilities within public ways and to grant to Company by this Resolution a general utility easement for the use thereof;

WHEREAS, the City and Company have negotiated the Agreement Granting an Electrical Utility Franchise and General Utility Easement (the “Agreement”) to Company as attached hereto and incorporated herein by this reference and in accordance with Chapter 15.12 of the Washington Terrace Municipal Code;

WHEREAS, the City Council finds that enter this Agreement is in the best interest of the residents and the City;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington Terrace that the attached Agreement in Exhibit “A” is hereby adopted and incorporated herein and they Mayor is authorized to execute the same on behalf of the City.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2018.

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

**AN AGREEMENT GRANTING AN ELECTRIC UTILITY FRANCHISE
AND GENERAL UTILITY EASEMENT
TO
ROCKY MOUNTAIN POWER**

WHEREAS, Rocky Mountain Power (the “Company”), is a regulated public utility that provides electric power and energy to the citizens of Washington Terrace City (the “City”) and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, in accordance with Utah Code Annotated §10-8-21, the City has the authority to regulate power line facilities within public ways and to grant to Company a general utility easement for the use thereof;

WHEREAS, the City and Company desire to enter this Agreement Granting an Electrical Utility Franchise and General Utility Easement (the “Franchise”);

NOW, THEREFORE, it is hereby agreed by the Company and City as follows:

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to Rocky Mountain Power the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as “Electric Facilities”) in, under, along, over and across the present and future streets, alleys, and rights-of-way, not including City parks, buildings or other spaces not associated with City-owned rights-of-way (collectively referred to herein as “Public Ways”) within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for ten (10) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by Company. Within sixty (60) days after the passage of this Resolution by the City, Rocky Mountain Power shall execute this Agreement and return and executed original to the City Recorder. This Agreement is effected upon the execution date of both Parties.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any

other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with Rocky Mountain Power's Electric Facilities or Rocky Mountain Power's rights as granted herein.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Utah, the laws of Utah or City Ordinance.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by Rocky Mountain Power of its Electric Facilities. Rocky Mountain Power shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of Rocky Mountain Power's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to Rocky Mountain Power of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) permit Rocky Mountain Power to assume the defense of such claim, demand, or lien. If such defense is not assumed by Rocky Mountain Power, Rocky Mountain Power shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, Rocky Mountain Power shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

SECTION 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by Rocky Mountain Power located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Notice of Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to Rocky Mountain Power: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation.

The notice shall be mailed to:

Rocky Mountain Power Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:

Rocky Mountain Power
Attn: Office of the General Counsel
1407 West North Temple, Room 320
Salt Lake City, UT 84116

SECTION 8. Plan, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and City laws, codes, and regulations.

8.2 Except in the case of an emergency, Rocky Mountain Power shall, prior to commencing new construction or major reconstruction work in the Public Ways, apply for any permit from the City as may be required by the City's ordinances, which permit shall not be unreasonably withheld, conditioned, or delayed. Rocky Mountain Power will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be reasonably necessary to assure compliance. Notwithstanding the foregoing, Rocky Mountain Power shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, Rocky Mountain Power causes damage to or alters the Public Way or public property, Rocky Mountain Power shall (at its own cost and expense and in a manner reasonably approved by the City) replace and restore it in as good a condition as existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, Rocky Mountain Power shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by Rocky Mountain Power within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other public safety communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that Rocky Mountain Power shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with Rocky Mountain Power's use of same. Nothing herein shall be construed to require Rocky Mountain Power to increase pole size, or alter the

manner in which Rocky Mountain Power attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of Rocky Mountain Power and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by Rocky Mountain Power in conjunction with Rocky Mountain Power's standard pole attachment application process. Rocky Mountain Power shall have the right to inspect, at the City's expense, such attachments to ensure compliance with this Section 8.6 and to require the City to remedy any defective attachments.

8.7 Rocky Mountain Power shall have the right to excavate the Public Rights of Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, Rocky Mountain Power shall first notify the City of such work by written notice and shall allow the City, at its own expense, (to include a pro rata share of the trenching costs), to share the trench of Rocky Mountain Power to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with Rocky Mountain Power's Electrical Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect Rocky Mountain Power's Electric Facilities, the City shall give written notice to Rocky Mountain Power.

SECTION 9. Relocations of Electric Facilities.

9.1 The City reserves the right to require Rocky Mountain Power to relocate its Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, Rocky Mountain Power shall promptly commence the relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of Rocky Mountain Power, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of Rocky Mountain Power to obtain reimbursement.

9.2 Rocky Mountain Power shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, Rocky Mountain Power may charge the expense of removal or relocation to the developer or customer. For example, Rocky Mountain Power shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition of or caused by a private development.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall obtain Rocky Mountain Power's approval of Electrical Facilities, including underground facilities to be installed by the developer, and

associated rights of way depicted on the plat. A copy of the plat shall be mailed for approval to Rocky Mountain Power:

Rocky Mountain Power
Attn: Estimating Department
1438 W 2550 S
Ogden, Utah 84401

SECTION 11. Vegetation Management. Rocky Mountain Power or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways to prevent the branches or limbs or other part of such trees or vegetation from interfering with Rocky Mountain Power's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent Rocky Mountain Power, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 12. Renewal. At least 120 days prior to the expiration of this Franchise, Rocky Mountain Power and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. Rocky Mountain Power shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 13. No Waiver. Neither the City nor Rocky Mountain Power shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 14. Transfer of Franchise. Rocky Mountain Power shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, or to affiliates, parents or subsidiaries of Rocky Mountain Power which assume all of Rocky Mountain Power's obligations hereunder, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, Rocky Mountain Power may assign, mortgage, pledge, hypothecate or otherwise transfer without consent its interest in this Franchise to any financing entity, or agent on behalf of any financing entity to whom Rocky Mountain Power (1) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

SECTION 15. Amendment. At any time during the term of this Franchise, the City through its City Council, or Rocky Mountain Power may propose amendments to this Franchise by giving thirty (30) days written notice to the other party of the proposed amendment(s) desired, and both

parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and Rocky Mountain Power and formally adopted as an ordinance amendment, which is accepted in writing by Rocky Mountain Power.

SECTION 16. Notices. Unless otherwise specified herein, all notices from Rocky Mountain Power to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified by the Company, all notices from the City to Rocky Mountain Power pursuant to or concerning this Franchise shall be delivered to:

Regional Business Management Director
Rocky Mountain Power
70 North 200 East, Room 122
American Fork, Utah, 84003

SECTION 17. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 18. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

For the City of Washington Terrace:

Mayor

Date: _____

ATTEST:

City Recorder

For Rocky Mountain Power:

Authorized Agent

Date: _____

City Council Staff Report

Author: Amy Rodriguez
Subject: 2019 Meeting schedule
Date: December 4, 2018
Type of Item: Discussion and Action



Summary Recommendations: Council may review and adopt the 2019 annual meeting schedule

Description:

A. Topic: 2019 Annual meeting Schedule

State law mandates that if regular meetings are held throughout the course of a year, a meeting schedule must be adopted and posted at least once during the year.

B. Analysis: It is recommended that Council adopt a meeting schedule for 2019. The proposed meeting schedule would include regular city council meetings on the first and third Tuesday of every month. Additional meetings, such as work sessions or retreats, can be added with proper noticing requirements. If time or dates change, notice will be given accordingly.

Attached is a tentative calendar with meeting dates, tentative topics and other important dates in the city.

C. Department Review: City Recorder

Alternatives:

A. Approve the Request: Council can approve the proposed 2019 meeting schedule and meet on the first and third Tuesday of each month, with the exception of January and December, where there will be only one regular scheduled meeting due to holiday schedules. The January 15th meeting that was changed to a work session in Council Retreat will still be held, as state law mandates that there is at least one meeting per month. A work session will start at 4:00 p.m., with a break for the regular meeting at 6:00 p.m. This meeting will be fairly light, which will allow us to schedule the remainder of the work session after the meeting until 8:00 p.m. that evening.

B. Amend the Request: Council can decide to amend the meeting schedule.

Recommendation: Staff recommends that Council adopt the 2019 annual meeting schedule as outlined in report.

CALENDAR OF EVENTS - Tentative

JANUARY 2019

- Tues. 1ST New Year's Observance- City Offices closed**
Tues. 1st City Council Meeting cancelled
Tues. 15th City Council WORK SESSION 4:00 P.M.
Tues. 15th City Council Meeting 6:00 p.m. (work session continuation to follow)
Mon. 21st Martin Luther King JR. Day- City Offices closed
Thur. 31st Planning Commission Meeting 6:00 p.m.
- Nominate and elect Chair and Vice Chair

FEBRUARY 2019

- Tues. 5th City Council Meeting 6:00 p.m.**
Sheriff office quarterly report
- Fire Dept Quarterly
- Finance Quarterly
- Animal Control Quarterly
- Training: Open Meetings and Non-discrimination
Mon. 18th President's Day- City Offices closed
Tues. 19th City Council Meeting 6:00 p.m.
Thur. 28th Planning Commission meeting 6:00 p.m.

MARCH 2019

- Tues 5th Terrace Days Planning 5:00 p.m.**
Tues. 5th City Council Meeting 6:00 p.m.
Tues. 19th City Council Meeting 6:00 p.m.
Thur. 28th Planning Commission meeting 6:00 p.m.

APRIL 2019

- Tues. 2nd Budget meeting 5:00 p.m.**
Tues. 2nd City Council Meeting 6:00 p.m.
Tues. 16th City Council Meeting 6:00 p.m.
- Sheriff's office quarterly report
- Fire Department quarterly report
- Finance Department quarterly report
- Animal Control quarterly report
Wed. April 24-26th- ULCT
Thur. 25th Planning Commission meeting 6:00 p.m.

MAY 2019

- Tues. 7th Budget Meeting 5:00 p.m.**
Tues. 7th City Council Meeting 6:00 p.m.
Tues. 15th Budget Meeting 5:00 p.m.
Tues. 21st City Council Meeting 6:00 p.m.
Mon. 27th Memorial Day- City offices closed
Thur. 30th Planning Commission meeting 6:00 p.m.

JUNE 2019

- Tues. 4th Budget Meeting 5:00 p.m.**
Tues. 4th City Council Meeting 6:00 p.m.
Sat. 8th TERRACE DAYS
Tues. 18th City Council Meeting 6:00 p.m.
Thur. 27th Planning Commission meeting 6:00p.m.

JULY 2019

- Tues.2nd : City Council Meeting 6:00 p.m.**
Wed. 4th City Offices closed in observance of Independence Day
Tues.16th City Council Meeting
- Sheriff Office Quarterly
- Fire Dept Quarterly
- Finance Dept Quarterly
- Animal Control Quarterly
Wed. 24th Pioneer Day Observed – City offices closed
Thurs. 25th Planning Commission meeting 6:00 p.m.

AUGUST 2019

Tues. 6th City Council Meeting 6:00 p.m.
Tues. 20th City Council Meeting 6:00 p.m.
Thurs. 29th Planning Commission Meeting 6:00 p.m.

SEPTEMBER 2019

Mon. 2nd Labor Day- City offices closed
Tues. 3rd City Council Meeting 6:00 p.m.
ULCT Conference TBD
Tues. 17th City Council Meeting 6:00 p.m.
Thur. 26th Planning Commission meeting 6:00 p.m.

OCTOBER 2019

Tues. 1st City Council Meeting 6:00 p.m.
Mon. 7th Columbus Day- City offices closed
Tues. 15th City Council Meeting 6:00 p.m.
- Sheriff's office Quarterly report
- Fire Department Quarterly report
- Finance Department Quarterly report
- Animal Control Quarterly report
Thur. 24TH Planning Commission meeting 6:00 p.m. PER PC REQUEST

NOVEMBER 2019

Tues 5th MUNICIPAL ELECTION
Tues. 5th City Council Meeting 6:00 p.m
Mon. 11th Veteran's Day observed- City offices closed
Tues. 19th City Council Meeting 6:00 p.m
Thur- Fri. 21ST -22ND Thanksgiving Holiday- City Offices closed
Thur. 21ST Planning Commission Meeting 6:00 p.m. PER PC REQUEST

DECEMBER 2019

Tues. 3RD City Council Meeting 6:00 p.m.
- Annual Meeting Schedule
Wed . 25th Christmas Holiday- City Offices closed
Thurs. 19th Planning Commission Meeting 6:00 p.m. PER PC REQUEST