



Regular City Council Meeting
Tuesday, March 17, 2015
City Hall Council Chambers
5249 South 400 East, Washington Terrace City
801-393-8681
www.washingtonterracecity.com

1. **TERRACE DAYS PLANNING MEETING:** 5:00 p.m.

2. **ROLL CALL** 6:00 p.m.

3. **PLEDGE OF ALLEGIANCE**

4. **WELCOME**

5. **CONSENT ITEMS**

5.1 APPROVAL OF AGENDA

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

5.2 APPROVAL OF MARCH 3, 2015, MEETING MINUTES

6. **SPECIAL ORDER**

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

**6.1 PUBLIC HEARING: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
SECOND PUBLIC HEARING TO HEAR CITIZEN INPUT CONCERNING PROJECTS
THAT WERE AWARDED UNDER THE 2015 COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM**

7. **CITIZEN COMMENTS**

This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.

8. **COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN
COMMENTS**

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

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.

Council and staff will consider and address concerns and take appropriate measures to follow up on any comments made in the citizen comments item on the agenda.

9. NEW BUSINESS

9.1 PRESENTATION: SHERIFF'S OFFICE MONTHLY REPORT

A report from Weber County Sheriff's Office on the activity for February 2015.

9.2 MOTION/ PROCLAMATION 15-01: NATIONAL SERVICE RECOGNITION DAY

A proclamation proclaiming April 7, 2015 as a National Day of Recognition for those who volunteer their Services.

9.3 MOTION/RESOLUTION 15-03: A RESOLUTION APPROVING THE INTERLOCAL AGREEMENT WITH HILL AIR FORCE BASE FOR MUTUAL FIRE AID PROTECTION

9.4 DISCUSSION/ACTION: CONCEPT PLANS AND PRELIMINARY COSTS FOR PUBLIC WORK SHOPS FACILITY

Engineer conceptual plans and estimates for a proposed Public Works Shop facility will be presented to Council.

9.5 DISCUSSION/MOTION: APPROVAL TO AWARD CONTRACT FOR THE 2015 ROAD MAINTENCE PROJECT

Council will be presented with the contract, estimates, and description of project. They will give approval to Award the contract once the bids are opened with a "not to exceed" stipulation.

9.6 MOTION: APPROVAL TO INCREASE CONTRACT AMOUNT FOR ADAMS AVENUE CONSTRUCTION PROJECT ENGINEERING

Approval of Change Order Amount for the engineering cost on the Adams Ave. Project.

9.7 MOTION: CHANGE OF APRIL 2015 MEETING SCHEDULE

A motion to cancel the April 7, 2015 scheduled meeting.

9.8 DISCUSSION/ACTION: VOTING PLATFORM FOR 2015 MUNICIPAL ELECTION

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

April 7th: Council Meeting (tentatively cancelled)

April 8th- 10th ULCT Mid-Year Conference to be held in St. George

April 21st: Work Session 5:00 p.m.

April 21st: Council Meeting 6:00 p.m.

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

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13. **ADJOURN THE MEETING: MAYOR ALLEN**
14. **RDA MEETING (Immediately following regular session)**

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City of Washington Terrace

Minutes of a Regular City Council meeting
Held on March 3, 2015
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of

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10

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT AT WORK SESSION

11 Mayor Mark C. Allen
12 Council Member Mary Johnston
13 Council Member Blair Brown - Excused
14 Council Member Robert Jensen
15 Council Member Scott Monsen
16 Council Member Val Shupe
17 City Recorder Amy Rodriguez
18 City Manager Tom Hanson

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1. WORK SESSION:

21 Jennifer Morrell from the Weber County Elections office spoke to Council about the current state
22 of the electronic equipment and addressed the vote by mail option for this upcoming election.
23

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MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

25 Mayor Mark C. Allen
26 Council Member Mary Johnston
27 Council Member Blair Brown - Excused
28 Council Member Robert Jensen
29 Council Member Scott Monsen
30 Council Member Val Shupe
31 City Recorder Amy Rodriguez
32 City Manager Tom Hanson
33 Lt. Jason Talbot, Weber County Sheriff Office
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35

OTHERS PRESENT

36 Charles Allen, Ulis Gardiner, Del Kraaima,
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2. ROLL CALL

6:00 p.m.

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3. PLEDGE OF ALLEGIANCE

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4. WELCOME

44 Mayor Allen expressed his appreciation to the Sheriff's Office for their hard work and team effort.
45 Mayor Allen expressed his condolences to the Brown family.
46

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48

5. CONSENT ITEMS

49 **5.1 APPROVAL OF AGENDA**

50 **5.2 APPROVAL OF FEBRUARY 17, 2015, MEETING MINUTES**

51 Items 5.1 and 5.2 were approved by general consent.

52

53 **6. CITIZEN COMMENTS**

54 There were no citizen comments.

55

56 **7. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN**
57 **COMMENTS**

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

59

60 **8. NEW BUSINESS**

61 **8.1 MOTION/ORDINANCE 15-02: AMENDING CHAPTER 4.20 OF THE MUNICIPAL**
62 **CODE RELATING TO CONTRACTS AND CONTRACT EXTENSIONS**

63 Hanson stated that there are circumstances where it is advantageous to the City to extend or renew a
64 contract rather than put the contract out to bid. Hanson stated that the checks and balances process would
65 remain the same. Hanson explained that the amendments would allow the City Manager to extend an
66 existing contract as long as it was approved by the City Council. Hanson stated that there is no state law
67 that regulates how often a contract must go out for bid. Hanson stated that the amendments are generally
68 for service contracts.

69 Council Member Monsen asked if there is liability for other contractors to come to the City asking for a
70 chance to bid. Hanson stated that if someone wanted to bid they could present their information and it
71 would be reviewed by staff. Hanson stated that the City can govern in the best interest of the City as long
72 as purchasing policy is followed. Hanson stated that Council would approve the final contract.

73 Council Member Jensen stated that he appreciates the opportunity for the day to day operator to watch
74 the budget and assess if a change is necessary and should be brought to Council. Council Member Jensen
75 stated that it is essentially a fail-safe on both sides.

76

77 **Motion by Council Member Monsen**
78 **Seconded by Council Member Johnston**
79 **To approve Ordinance 15-02 amending**
80 **Chapter 4.20 relating to contract and contract extensions**
81 **Approved unanimously (4-0)**
82 **Roll call vote**

83

84 **9. COUNCIL COMMUNICATION WITH STAFF**

85 * Council Member Johnston expressed her thanks to the Sheriff's Office for their work this weekend
86 and expressed her appreciation for the gentle way they handled themselves.

87 Council Member Johnston inquired about the progress of finding out about putting the City name on
88 the backside of the Lion's Club Veteran's Memorial Rock in front of the Civic/Senior Center.

89 * Council Member Jensen asked for the spring clean-up dates. Hanson will make sure it is on the
90 April calendar.

91 * Mayor Allen stated that the Lion's Club stated that the name will be allowed only if the rock does
92 not need to be moved from the location.

93

94

95 **10. ADMINISTRATION REPORTS**

96 * Hanson stated that the rock can be engraved at the site of the monument; however it is expensive and

97 budget may not be available.
98 * Hanson updated Council on the transportation tax bill that is currently in legislature. He stated that the
99 concern is how the money is distributed between the cities.
100 * Hanson also expressed his appreciation to the Sheriff's Office and the professional way they have
101 handled themselves. He expressed his condolences to the Brown family.
102 * Hanson stated that staff is working on the budget and a tentative budget should be available towards the
103 end of April.
104 * Hanson stated that the Road Maintenance contract is currently out to bid. He stated that he would like to
105 hold a special meeting on March 24th to approve the contract.

- 106
107 **11. UPCOMING EVENTS**
108 March 17th: Council Meeting 6:00 p.m.
109 March 26th: Planning Commission 6:00 p.m.
110 April 7th: Council Meeting (tentatively cancelled)
111 April 8th- 10th ULCT Mid-Year Conference to be held in St. George
112 April 21st: Work Session 5:00 p.m.
113 April 21st: Council Meeting 6:00 p.m.

- 114
115 **12. ADJOURN THE MEETING: MAYOR ALLEN**
116 Mayor Allen adjourned the meeting at 6:48 p.m.

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119 _____
120 Date Approved City Recorder

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City Council Staff Report



Author: Amy Rodriguez
Subject: CDBG SECOND PUBLIC HEARING
Date: March 17, 2015
Type of Item: Public Hearing

Finance Dept.

Summary Recommendations: The City Council will hear public comment on The Water Tank Seismic Upgrades located at 5600 South Adams Ave., and the Victory Park Restroom and Bowery Project located at 475 E 4400 S.

Questions from the audience need to be responded to (particularly those who may be immediately impacted by the project).

Description:

A. Topic: CDBG SECOND PUBLIC HEARING

B. Background:

CDBG requires that a second public hearing be held after an applicant has been notified that their application has been funded by the Rating and Ranking committee (RRC) but before the final application is due in May. The City was notified in February that the proposed Projects were recommended for funding.

C. Analysis:

CDBG further requires that the second public hearing being conducted as follows:

COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC HEARING

Mayor ALLEN opened the second public hearing for the CDBG program. Mayor ALLEN stated that this hearing was called to allow all citizens to provide input concerning the project that was awarded under the 2015 GRANT YEAR Community Development Block Grant Program.

The CITY has amended its capital investment plan and decided to apply for funds on behalf of the Water Tank Seismic Upgrade Project located at 5600 South Adams Ave, and the Victory Park Restroom and Bowery Project located at 475 E 4400 S. **The Mayor introduced Amy Rodriguez as from the Water Tank Seismic Upgrades and Victory Park Restroom and Bowery Projects. The Mayor explained that the applications were successful in the regional rating and ranking process and the Water Tank Seismic Upgrade project was awarded \$100,487. The Victory Park Restroom and Bowery was awarded \$138,833.**

The Mayor explained the project to those in attendance.

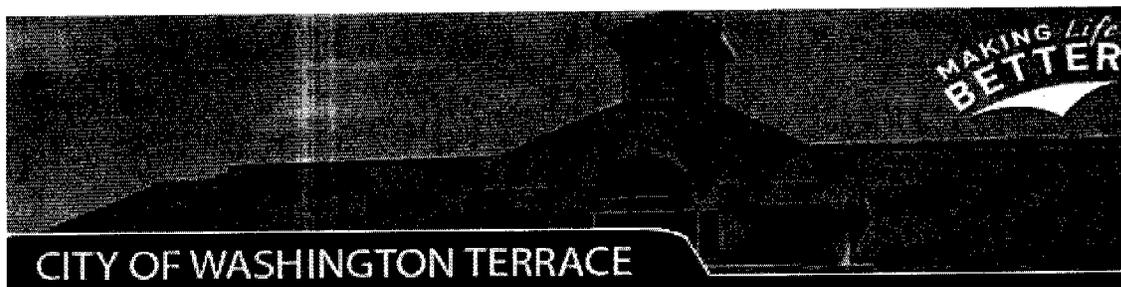
The Mayor then asked for any comments, questions and concerns from the audience.

The Mayor stated that copies of the capital investment plan are available if anyone would like a copy.

There were no other comments and the Mayor adjourned the meeting.

D. Department reviewed by: Admin

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



FEBRUARY 2015

Calls for Service that generated a police report

REPORTS GENERATED FOR WASHINGTON TERRACE FOR THE MONTH OF FEBRUARY 2015

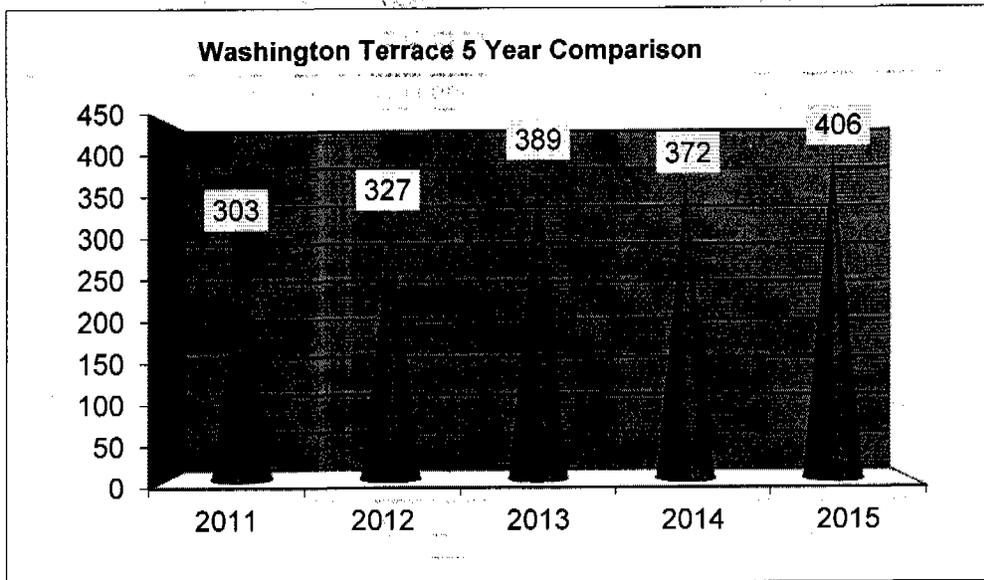
ASLT-INTIM/THREATS/TELEPHONIC	1
ASLT-SIMPLE ASSAULT	4
BURG-ALARM CAUSE UNKN	1
BURG-FORCED ENTRY RESIDENCE	1
BURG-NO FORCE ENTRY RESIDENCE	1
CRIM MISCHIE- SCHOOL	1
CRIM MISCHIE-FREE TEXT	1
CRIM MISCHIE-PRIVATE	3
DRUG-MARIJUANA POSSESS	1
ESCAPE-WALKAWAY	1
ESCAPE-WARRANT (FELONY)	1
ESCAPE-WARRANT (MISDEMEANOR)	4
FAM OFF-CRUELTY TO CHILD/ABUSE	1
FAM OFF-DOM VIOL NON CRIMINAL	8
FAM OFF-ENDANGER OF CHILD/ADUL	1
FAM OFF-PROTECTIVE ORDER SERVI	1
FRAUD-FREE TXT	1
FRAUD-ILLEG USE CREDIT CARDS	1
JUV OFFENDERS-JUVENILE CURFEW	4
JUV OFFENDERS-UNGOVERNABLE JUV	2
KIDNAP-CUSTODIAL INTERFERENCE	1
KIDNAP-CUSTODY DISPUTE	1
LARC-BICYCLE	1
LARC-FREE TEXT	1
LARC-FROM BUILDING	1
LARC-FROM MOTOR VEH (PROWL)	2
PRIV-TRESPASS	1
PUB ORD-CITIZEN ASSIST	8
PUB ORD-CIVIL CASES/DISPUTES	3
PUB ORD-DEATH ATTENDED	1
PUB ORD-DEATH UNATTENDED	1
PUB ORD-MISSING JUVENILE	1
PUB ORD-POLICE ASSISTANCE	1
PUB ORD-SUICIDE ATTEMPT	2
PUB ORD-SUICIDE THREATENED	5
PUB PEACE - THREATS	1
PUB PEACE-ANIMAL PROBLEMS	2
PUB PEACE-DISORDERLY CONDUCT	1
PUB PEACE-DIST THE PEACE	10
PUB PEACE-HARASSING COMMUNICAT	2
PUB PEACE-JUV CITATION ISSUED	1
PUB PEACE-NEIGHBORHOOD PROBLEM	2
PUB PEACE-SUSP ACTIVITY	8
PUB RELA - COMMUNITY POLICING	23
PUB RELA - LECTURES	1
SERVICE-911 CALL - UNKNOWN	2
SERVICE-ASSIST OJ	1

SERVICE-EXTRA PATROL	1
SERVICE-INFORMATION	1
SERVICE-KEEP THE PEACE	7
SERVICE-MEDICAL ASSIST	14
SERVICE-WELFARE CHECK	5
TRAF OFF-ABANDONED VEHICLE	1
TRAF OFFENSE-NO PROOF OF INS	1
TRAF OFFENSE-RED LIGHT VIOL	1
TRAF OFF-MOTORIST ASSIST	2
TRAF OFF-REVOKED/SUSPENDED LIC	2
TRAF OFF-TRAFFIC HAZARD	1
TRAF-DUI CLASS B	2
TRAF-NON-REPORTABLE ACCIDENT	1
TRAF-REPORTABLE ACCIDENT	3
Grand Total	165

WASHINGTON TERRACE *CALLS FOR SERVICE FOR THE MONTH OF FEBRUARY 2015

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

303	327	389	372	406
2011	2012	2013	2014	2015



Self Initiated Agency Assists

Total	0
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Agency Assists

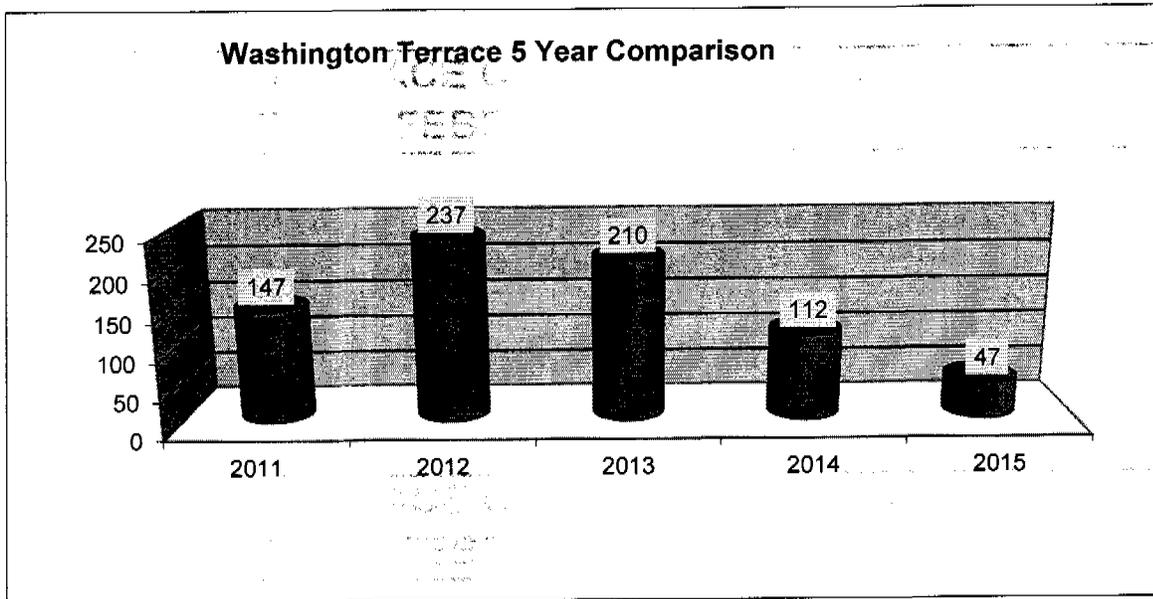
ROYPD	0
OJ	6
SF	1
RIVPD	0
NOPD	3
MCSO	1
HRPD	1
OPD	2
SOPD	3
UHP	0
PVPD	0
Total	17

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

Deputy	Total	Assign.
Adams Nealy	1	Nights
Allen Andrew	7	Nights
Allen Chad	15	SRO
Clawson Rich	1	Nights
Cragun Rex	1	SRO
Creager Charles	4	Days
Dalton Tyrel	2	Days
Green Joel	18	Days
Greenhalgh Tyler	8	SRO
Hirschi Mark	2	Nights
Jacobs Brian	1	Nights
Jensen Matthew	1	Nights
Johnson Jakob	6	Nights
Johnson Robert	2	Days
LacQuay James	8	Nights
Lemberes Jeff	1	Nights
Logerquist Kevin	2	Nights
Millaway John	1	Days
Nelson Matthew	1	Days
Ney Douglas	31	Days
Ortgiesen Jared	3	SRO
Rock Jeremy	7	Days
Ryan Colby	1	SRO
Smith Jeff	9	Days
Smith Wayne	8	Days
Vandenberg Jason	13	Nights
Wiese Jacob	3	Nights
Zisumbo Daniel	8	Nights
TOTAL	165	

WASHINGTON TERRACE CITATION 5 YEAR COMPARISON FOR THE MONTH OF FEBRUARY 2015

147	237	210	112	47
2011	2012	2013	2014	2015



WASHINGTON TERRACE

CRIME CALENDAR

2015



ASSAULT One occurred every 5.6 days

THEFT One occurred every 5.6 days

BURGLARY One occurred every 14 days

January 13, 2015



Dear Mayor,

You joined us last year to make history as one of 1,760 mayors across the country united in support of national service! Together, you represented more than 110 million Americans, or one-third of the U.S. population. You made this happen -- on behalf of the 400,000 AmeriCorps members and Senior Corps volunteers, we thank you for your support. That's why we at the Corporation for National and Community (CNCS) are thrilled to join with you again for the **third annual Mayors Day of Recognition for National Service on April 7, 2015**. Together, we will highlight the impact of AmeriCorps and Senior Corps and thank individuals who serve.

Given your support last year, we want to be sure that you are included in this year's effort. Rather than asking you to re-register, we are going to include you in our list of participating mayors, county executives, and other local leaders for 2015. We'll post this list on [our website](#) on January 26, 2015. **If for some reason you do not wish to join us this year or have questions about your engagement, please write us at MayorsForService@cns.gov.**

As you gear up for Mayors Day 2015, please visit our [resources page](#). Here you will find event highlights from last year, logos and event signs, web banners, and our Mayors Day Toolkit, which has sample press releases, proclamations, op-eds, and much more.

Please reach out to your local CNCS State Office who is coordinating the Mayors Day effort in your state. You can find the directory at nationalservice.gov/state-offices.

I look forward to April 7 and working with you throughout the year to use national service to solve local problems.

Warmest Regards,

Wendy Spencer, CEO
Corporation for National and Community Service

**CITY OF WASHINGTON TERRACE
NATIONAL SERVICE RECOGNITION DAY
Official Proclamation – No. 15-01**

WHEREAS, service to others is a hallmark of the American character, and central to how we meet our challenges; and

WHEREAS, the nation’s mayors are increasingly turning to community service and volunteerism as a cost-effective strategy to meet city needs; and

WHEREAS, local community service participants address the most pressing challenges facing our cities, from educating students for the jobs of the 21st century and supporting veterans and military families to providing health services and helping communities recover from natural disasters; and

WHEREAS, volunteer efforts and service expands economic opportunity by creating more sustainable, resilient communities and providing education, career skills, and leadership abilities for those who serve; and

WHEREAS, service and volunteer participants increase the impact of the organizations they serve, both through their direct service and encouraging friends to serve; and

WHEREAS, local service organizations represent a unique public-private partnership that invests in community solutions and leverages local resources to strengthen community impact and increase the return on taxpayer dollars; and

WHEREAS, national and local service participants demonstrate commitment, dedication, and patriotism by making an intensive commitment to service, a commitment that remains with them in their future endeavors; and

WHEREAS, mayors across the country recognize the impact of service on the “Mayors Day of Recognition for National and Community Service” on April 7, 2015.

NOW, THEREFORE, I, Mark C. Allen, Mayor of Washington Terrace City, do hereby proclaim April 7, 2015, as National Service Recognition Day, and encourage residents to recognize the positive impact of national and local service in our city; to thank those who serve; and to find ways to give back to their community.

Dated this __17th _ day of __March_, 2015.

CITY OF WASHINGTON TERRACE:

MARK C. ALLEN, Mayor

Attest:

AMY RODRIGUEZ, City Recorder

(seal)

City Council Staff Report

Author: Chief Kasey Bush
Subject: Hill Air Force Base Mutual Aid Agreement
Date: March 17, 2015
Type of Item: Mutual Aid Agreement



FIRE DEPARTMENT

Summary Recommendations: Staff recommends that Council approve the Mutual Aid Agreement by Resolution.

Description:

- A. Topic:** Hill Air force Base HAZ-MAT and Fire Protection Mutual Aid Agreement
- B. Background/ History:** The Agreement has been updated every three years and it up for renewal this year. The new Agreement will have a five year term. The Agreement outlines what the City can expect to gain from this Agreement with Hill Air Force Base.
- C. Analysis:** By signing this agreement it will increase our ability to mitigate large scale HAZ-MAT and Fire response Emergencies within our City.

Recommendations:

- A. The Council could pass a motion to renew the Mutual Aid Agreement.
- B. The Council could deny to renew the Mutual Aid Agreement.
- C. The Council could table the item.

City of Washington Terrace
County of Weber, State of Utah

RESOLUTION NO. 15-03

**A RESOLUTION AUTHORIZING A MUTUAL AID FIRE PROTECTION
AGREEMENT BY WASHINGTON TERRACE CITY AND HILL AIR FORCE
BASE**

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 hazardous materials incident and in fire fighting 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 provide a joint mutual agreement relating to the mutual aid in fire prevention and hazardous materials incident response, in the protection of life and property from fire, hazardous materials incident and in fire fighting; 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;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington Terrace to enter into the Mutual Aid Agreement attached hereto as Exhibit “A” with Hill AFB for the purposes authorized in the Agreement, and the Agreement is hereby approved and incorporated herein by this reference. The Mayor of the City of Washington Terrace is hereby authorized to execute the attached Agreement for and on behalf of the City.

EFFECTIVE DATE. This resolution shall become effective immediately upon adoption.

DATED this ___ day of _____ 2015.

CITY OF WASHINGTON TERRACE

Mark C. Allen, Mayor

ATTEST:

Amy Rodriguez , City Recorder

Roll Call Vote

Council Member Blair Brown _____

Council Member Robert Jensen _____

Council Member Mary Johnston _____

Council Member Scott Monsen _____

Council Member Val Shupe _____



**DEPARTMENT OF THE AIR FORCE
775TH CIVIL ENGINEER SQUADRON (AFMC)
HILL AIR FORCE BASE UTAH**

6 February 2015

MEMORANDUM FOR WASHINGTON TERRACE FIRE DEPARTMENT

FROM: Hill Air Force Base Fire Department
775 CES/CEF
5713 Lahm Lane, Bldg 593N
Hill AFB, UT 84056-5222

SUBJECT: Mutual Aid Agreement

1. Please find enclosed the Mutual Aid Agreement required by the Department of Defense and United States Air Force. In order for the Hill Air Force Base Fire Department to be able to provide your community with mutual aid resources, this agreement must be renewed.
2. We have a mutual aid agreement with the twenty communities that surround Hill Air Force Base. If your particular agency requires something other than the Air Force agreement, we could solicit our respective legal experts to cooperate in finalizing any details. If we must sign two documents as opposed to just the one enclosed, I will make every effort to convince the decision-making authority on Base to do so.
3. Although we must consider the liabilities involved when entering into these agreements, rest assured that our primary concerns are public safety and support of your organization when requested. We will provide whatever resources are available to assist you in protecting your citizens, resources, and facilities.
4. For expeditious processing of this agreement through Base authorities, please return your signed agreement(s) by 6 April 2015. A return envelope is enclosed. We will wait until signed agreements from all mutual aid partners are received before sending forward for Base signature. When all signatures are complete, a copy will be returned to you for your files.
5. If you have any questions concerning this matter, do not hesitate to contact the undersigned at (801) 430-2194 or craig.golden.1@us.af.mil.

A handwritten signature in black ink, appearing to read "C. Golden", written over the printed name.

CRAIG N. GOLDEN
Fire Chief, Hill Air Force Base Fire Department

Attachments:

1. Mutual Aid Agreement
2. Addressed Return Envelope

AGREEMENT FOR MUTUAL AID
FIRE EMERGENCY SERVICES

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 30th day of June 2015, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander of Hill Air Force Base pursuant to the authority of 42 U.S.C. § 1856a and the Washington Terrace Fire Department. Together the Air Force and Washington Terrace Fire Department are hereinafter referred to as the "Parties".

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and Air Force Instruction 32-2001, *Fire Emergency Services Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Hill Air Force Base Fire Department by a representative of the Washington Terrace Fire Department, fire protection equipment and personnel of the Hill Air Force Base Fire Department will be dispatched to any point within the area for which the Washington Terrace Fire Department normally provides fire protection services as designated by the representatives of the Washington Terrace Fire Department.
- d. On request to a representative of the Washington Terrace Fire Department by a representative of the Hill Air Force Base Fire Department, fire protection equipment and personnel of the Washington Terrace Fire Department will be dispatched to any point within the jurisdiction of

the Hill Air Force Base Fire Department as designated by the representative of the Hill Air Force Base Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Hazardous Materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Washington Terrace Fire Department normally provides fire protection services, the chief of the Hill Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Hill Air Force Base Fire Department to observe Air Force Operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), Washington Terrace Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.D. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by Washington Terrace Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Washington Terrace Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Washington Terrace Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral will be divided equally between the Parties, and the selection of any third party neutral will be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.

m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:
Hill Air Force Base
c/o Commander, 75th Air Base Wing
7981 Georgia Street, Suite 100
Hill AFB UT 84056-5824

And:

Department of the Air Force
AFCEC/CXF
139 Barnes Dr. Suite 1
Tyndall AFB FL 32403-5319

And:

Hill Air Force Base
c/o Fire Chief
5713 Lahm Lane, Bldg. 593N
Hill AFB UT 84056

For:

Washington Terrace Fire Department
% Fire Chief
4601 South 300 West
Washington Terrace, UT 84405

TERMS OF THE AGREEMENT

n. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years (2020) from that date (the "Term") and automatically renews annually for a term of 20 years. Either Party may unilaterally terminate this agreement during the Term by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

o. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

p. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

q. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT
For Washington Terrace Fire Department

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force

By: _____

By: _____

Name: _____

Name: _____

FIRE CHIEF

COMMANDER, 75th ABW, USAF

Date: _____

Date: _____

City Council Staff Report

Author: Amy Rodriguez

Subject: Election Platform

Date: 3-17-15

Type of Item: Discussion: possible direction



Description:

- A. **Topic:** Voting Platform for the 2015 Municipal Elections
- B. **Background:** During the March 3, 2015 work session, Council was presented with three options for the platform for the 2015 Municipal Election. Weber County Elections Director Jennifer Morrell explained the current state of election equipment and how the county and state are planning to run elections moving forward. She stated that the direction of the county and state is to run an all vote by mail election in 2016. She also spoke about challenges with the recruitment of polling judges, voter turn- out, and the consistency of voting options from year to year between county and city. She noted that results are tabulated quicker with the mail in ballots and demonstrated how the ballots are handled during the process. She also addressed fraud questions.
- C. The three options that the city can choose as our election platform are:
 - **Polling Place:** This is a traditional election with two polling locations, electronic voting, poll workers, and vote –by-mail (formerly “absentee voting”) for those residents who request it.
 - **All by Mail-** This option involves the election to be run strictly by vote-by-mail with ballots being mailed to every register voter in the city. Ballots must be returned by mail to the county for counting.
 - **Hybrid-** This option involves ballots being mailed to every registered voter, with a smaller scale vote center located at city hall staffed by the City Recorder and Deputy Recorder. Voters may mail the ballot, drop it off at a voting drop box, or come into city hall on election day to drop off the ballot.
- D. **Analysis:** At the end of the work session, it appeared that Council was leaning towards a hybrid election as a way to “ease into” the changing voting environment, as well as allow for a larger voter turn-out for those who cannot come into a polling place on election day. The County will be assessing our cost estimate and working on our interlocal agreement and will need a decision by the end of the month if possible. Staff is looking for Council direction on the voting option they would like to use at the upcoming election.



Weber County Clerk/Auditor - Elections Division
 2380 Washington Blvd. Ogden, UT 84401
 801-399-8036 / elections@co.weber.ut.us

Election Cost Estimate - 2015 Municipal Elections Washington Terrace City



Polling Place	All By Mail	Hybrid
\$4,171	\$5,607	\$5,764

<u>Ballots & Envelopes</u>	\$ 295.12	\$ 2,528.04	\$ 2,528.04
<u>Ballot Processing</u>	\$ 370.47	\$ 1,783.27	\$ 1,183.89
<u>Postage</u>	\$ 63.14	\$ 1,206.80	\$ 458.28
<u>Poll Worker Compensation</u>	\$ 1,400.00	\$ -	\$ 545.00
<u>Poll Worker Recruitment/Training</u>	\$ 325.71	\$ -	\$ 151.71
<u>Voting Equipment</u>	\$ 990.00	\$ -	\$ 345.00
<u>Consumable Supplies</u>	\$ 122.00	\$ -	\$ 61.00
<u>Ballot Layout/ Programming</u>	\$ 145.00	\$ -	\$ 100.00
<u>Election Services</u>	\$ 296.00	\$ -	\$ 252.46
<u>Machine Delivery & Pick-Up</u>	\$ 100.00	\$ -	\$ 50.00
<u>Election Night Count/IT Services</u>	\$ 53.57	\$ 53.57	\$ 53.57
<u>Early Voting</u>	\$ -	\$ -	\$ -
<u>Post Election</u>	\$ 10.00	\$ 35.00	\$ 35.00
Total:	\$ 4,171.01	\$ 5,606.69	\$ 5,763.96
Total Registered Voters 3,819	Estimated Voter Turnout 24%	Estimated Voter Turnout 40%	Estimated Voter Turnout 48%

*Costs shown are per election and are only an estimate. Actual costs may vary depending on the number of cities that choose to conduct a hybrid/by-mail election, allowing us to maximize volume discounts.



**City of Washington Terrace
Redevelopment Agency Meeting
Tuesday, March 17, 2015
Immediately following the Regular City Council Meeting
City Hall Council Chambers
5249 South 400 East, Washington Terrace City**

1. ROLL CALL

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

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

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM FEBRUARY 17, 2015

4. NEW BUSINESS

4.1 DISCUSSION/MOTION: APPROVAL TO AWARD CONTRACT FOR THE 2015 RDA ROAD MAINTENANCE PROJECT

The Board will be presented with the contract, estimates, and description of project. They will give approval to award the contract once the bids are opened with a “not to exceed” stipulation.

4.2 DISCUSSION: AN OVERVIEW OF RDA FUNDING PROJECTS

A discussion presenting proposed future funding projects with RDA funds.

5. COMMENTS CONSIDERED

6. ADJOURNMENT OF MEETING: CHAIR ALLEN

CERTIFICATE OF POSTING

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

For Packet Information, please visit our website at www.washingtonterracecity.org

City of Washington Terrace

Minutes of a Redevelopment Agency Meeting Held on Tuesday, February 17, 2015
at City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of Utah

CHAIR, BOARD, AND STAFF MEMBERS PRESENT

Chair Mark C. Allen
Board Member Mary Johnston
Board Member Blair Brown
Board Member Robert Jensen
Board Member Scott Monsen
Vice-Chair Val Shupe
Executive Director Tom Hanson
Public Works Director Steve Harris
Secretary Amy Rodriguez

OTHERS PRESENT

Charles Allen, Ulis Gardiner, Del Kraaima, Travis Thyfault

1. ROLL CALL

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM FEBRUARY 3, 2015

Items 3.1 and 3.2 were approved by general consent.

4. NEW BUSINESS

4.1 DISCUSSION: SOUTHPOINTE DRIVE REALIGNMENT

Hanson stated that he and Jones and Associates tweaked the design of the realignment of the road. Hanson stated that UDOT is supportive of the project. He stated that he spoke to the properties owners and they are in support of the project as well. Hanson stated that he will proceed to move forward with the project and with the RDA extension.

Board Member Monsen stated that he has a concern about the intersection and noticed that cars were backed up from Washington to beyond the proposed intersection. He has a concern with the proposed traffic controls. Hanson stated that the traffic would encumber Washington Blvd. instead of 5000 South. He stated that the idea is to move the cars quicker through the intersection going westbound, but may not be as quick with the eastbound traffic. Hanson stated that the intent is to have people slow down on 5000 South coming off of Washington Blvd and create a free flow of traffic onto South Pointe Drive.

Board Member Shupe stated that he believes the proposed realignment is a good idea, stating the he likes the fact that the traffic will be stacked to the west before 5000 South.

46 Board Member Jensen stated that the focus is to develop the area. He stated that we will see an
47 increase in bus loads with the increase of workers in the area.

48
49 Chair Allen stated that he has a concern with the concrete section that juts out, noting that the
50 radius may be hard for larger vehicles to turn.

51
52 **5. COMMENTS CONSIDERED**

53 There were no comments considered.

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55 **6. ADJOURNMENT OF MEETING: CHAIR ALLEN**

56 Chair Allen adjourned the meeting at 7:43 p.m.

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58

59 _____
60 **Date Approved** **City Recorder**

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62