



## Regular City Council Meeting

Tuesday, April 21, 2015

City Hall Council Chambers

5249 South 400 East, Washington Terrace City

801-393-8681

[www.washingtonterracecity.com](http://www.washingtonterracecity.com)

1. **WORK SESSION:** **5:00 p.m.**  
FY 2015 Amended Budget, FY 2016 Tentative Budget, and FY 2017- 2020 Budget Plan  
Topics to include, but not limited to: Executive Summary & Overview, Major Budget Issues and Assumptions, and Financial Policies and Objectives.
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 17, 2015, MEETING MINUTES**
6. **CITIZEN COMMENTS**  
This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.
7. **COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS**  
Council and staff will consider and address concerns and take appropriate measures to follow up on any comments made in the citizen comments item on the agenda.
8. **NEW BUSINESS**
  - 8.1 **PRESENTATION: FY 2015 AMENDED BUDGET, FY 2016 TENTATIVE BUDGET, AND FY 2017-2020 BUDGET PLAN**

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

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

#### CERTIFICATE OF POSTING

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

Staff will provide a summary of topics presented in the work session to include, but not limited to: Executive Summary & Overview, Major Budget Issues and Assumptions, and Financial Policies and Objectives.

**8.2 PRESENTATION: FIRE DEPARTMENT QUARTERLY REPORT**

A report from the Fire Chief on the activity for January - March 2015.

**8.3 PRESENTATION: TERRACE DAY PLANNING UPDATE**

A report from the Recreation Director on the proposed activities and events for Terrace Day.

**8.4 PRESENTATION/MOTION: TO APPROVE THE PLAYGROUND DESIGN AND EQUIPMENT FEATURES AT LION'S PARK**

A report from the Recreation Director on the proposed new playground design and equipment features for Lion's Park located at 375 E. 4700 S.

**8.5 PRESENTATION: WEBER COUNTY SHERIFF'S OFFICE MONTHLY REPORT**

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

**8.6 MOTION/RESOLUTION 15-04: TO APPROVE AN INTERLOCAL AGREEMENT WITH WEBER COUNTY ELECTIONS OFFICE FOR 2015 MUNICIPAL ELECTION SERVICES**

A Resolution authorizing the interlocal agreement with Weber County for election support services for the 2015 Municipal elections. These services include, but not limited to, by mail ballot administration, ballot tabulation and reporting, and provisional ballot verification.

**8.7 MOTION: TO APPROVE STREET NAME CHANGES**

A motion approving several minor changes to street identifier names in the City to lessen confusion. Several roads with proper names may also be co-assigned numerical names.

**9. COUNCIL COMMUNICATION WITH STAFF**

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

**10. ADMINISTRATION REPORTS**

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

**11. UPCOMING EVENTS**

May 5<sup>th</sup>: Work Session- Budget Discussions 5:00 p.m.

May 5<sup>th</sup>: City Council Meeting- 6:00 p.m.

May 5<sup>th</sup>: RDA Meeting

May 19<sup>th</sup>: Work Session- Budget Discussions 5:00 p.m.

May 19<sup>th</sup>: City Council Meeting- 6:00 p.m.

May 25<sup>th</sup>: Memorial Day Observance- City Offices Closed

May 28<sup>th</sup>: Planning Commission Meeting- 6:00 p.m.

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

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# City of Washington Terrace

Minutes of a Regular City Council meeting

Held on March 17, 2015

City Hall, 5249 South 400 East, Washington Terrace City,

County of Weber, State of

## **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT AT TERRACE DAYS PLANNING MEETING**

Mayor Mark C. Allen

Council Member Mary Johnston – excused

Council Member Blair Brown

Council Member Robert Jensen- excused

Council Member Scott Monsen – arrived at 5:28 p.m.

Council Member Val Shupe

City Recorder Amy Rodriguez

City Manager Tom Hanson

Recreation Director Aaron Solomon

Public Works Foreman Denzil Remington

Public Works Director Steve Harris

### **1. TERRACE DAYS PLANNING MEETING**

Solomon stated that this is the first meeting for Terrace Days discussion and asked for input from the Mayor and Council.

Council Member Brown asked if the new fire truck can be driven with part of the ladder extended. This was unclear at this meeting, but Council Member Brown suggested having the fully extended truck set up at Terrace Days and a possible presentation of the features of the truck.

Hanson asked if the Coke trailer will be used to sell drinks. Solomon said that it would be. Mayor Allen stated that carmel corn may possibly be sold.

Solomon listed the events that he has scheduled. They included the reptile exhibit, Watermelon derby, baseball championship, Mad Prize Dash, and Dog Race. The band is still undetermined at this time.

Solomon stated that there was little to no interest in the car show last year. Council Member Shupe stated that there might be more interest in the car show if the event was opened up to anyone, and not just Washington Terrace residents. He also suggested having a judging committee and Mayor and Council trophies. Hanson suggested that any applicants can ride early in the parade and be able to be set up their location, cautioning that we will have to be careful as to where they are set up. Solomon stated that the car show would need to be assigned to someone because he will not be able to run that event along with other events. Council Member Shupe stated that the owners want to put the cars on display. He suggested roping off a section of the lower parking lot so that they can drive out at any time and create space for those who come later to view the fireworks. Mayor Allen stated that the cars can be judged before the parade and then they can display their trophies in front of their cars at the park. Hanson stated that a moving car show is another option. Solomon stated that he has the bike parade scheduled for 4:30 p.m. before the parade.

Mayor and Council discussed Grand Marshall candidates.

Solomon stated that a movie in the park is scheduled, however, the movie will be chosen closer to the event. Mayor Allen stated that the movie may be sponsored by the Lion's Club, as it was last year. He will speak with them and find out. Council suggested that other events should look for sponsors as well.

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

- 50 Mayor Mark C. Allen
- 51 Council Member Mary Johnston
- 52 Council Member Blair Brown
- 53 Council Member Robert Jensen
- 54 Council Member Scott Monsen
- 55 Council Member Val Shupe
- 56 City Recorder Amy Rodriguez
- 57 City Manager Tom Hanson
- 58 Fire Chief Kasey Bush
- 59 Public Works Director Steve Harris
- 60 Lt. Jason Talbot, Weber County Sheriff Office

61  
62 **OTHERS PRESENT**

63 Charles and Reba Allen, Del Kraima,

64  
65 **2. ROLL CALL**

6:00 p.m.

66  
67 **3. PLEDGE OF ALLEGIANCE**

68  
69 **4. WELCOME**

70  
71 **5. CONSENT ITEMS**

72  
73 **5.1 APPROVAL OF AGENDA**

74 **5.2 APPROVAL OF MARCH 3, 2015, MEETING MINUTES**

75 Items 5.1 and 5.2 were approved by general consent.

76  
77 **6. SPECIAL ORDER**

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

80 **6.1 PUBLIC HEARING: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**  
81 **SECOND PUBLIC HEARING TO HEAR CITIZEN INPUT CONCERNING PROJECTS**  
82 **THAT WERE AWARDED UNDER THE 2015 COMMUNITY DEVELOPMENT BLOCK**  
83 **GRANT PROGRAM**

84  
85 **Community Development Block Grant Public Hearing**

86 Mayor Allen opened the second public hearing for the CDBG program at 6:13 p.m. Mayor Allen  
87 stated that this hearing was called to allow all citizens to provide input concerning the projects  
88 that were awarded under the 2015 Community Development Grant Block Program. The city has  
89 amended its capital investment plan and decided to apply for funds on behalf of the Water Tank  
90 Seismic Upgrade Project located at 5600 S. Adams Ave. and Victory Park Restroom and Bowery  
91 Project located at 475 E 4400 S. The Mayor introduced Amy Rodriguez from the Water Tank  
92 Seismic Upgrade Project and Victory Park Restroom and Bowery Project. The Mayor explained  
93 the application was successful in the regional rating and ranking process and the Water Tank  
94 Seismic Upgrade Project was awarded \$100,487.00. He also stated that the Victory Park  
95 Restroom and Bowery Project was awarded \$138,833.00 . The Mayor explained the project to

96 those in attendance. The Mayor then asked for any comments, questions, and concerns from the  
97 audience.

98 There were no citizen comments or questions.

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

101 Council Member Shupe asked how the restrooms will be controlled to minimize damage, stating  
102 that there is a big investment with them. Hanson stated that many of the products will be stainless  
103 steel and more damage proofed. He stated that the main purpose is to have the restrooms open for  
104 families to use during the day. The challenge may be problems at night and staff will need to  
105 research. Council Member Shupe stated that this restroom can be controlled by locking the  
106 restrooms at night. Council Member Brown suggested that signage may help in deterring  
107 vandalism. Council Member Johnston stated that there is a park curfew and law enforcement can  
108 check on the parks. Mayor Allen suggested that volunteers could possibly be used.

109 Lt. Talbot suggested that the Sheriff's office could check on the area and lock the restrooms at  
110 night. Council agreed that would be a great solution.

111 Council Member Monsen asked if there is a match on the projects. Hanson stated that the city will  
112 match 38.5 percent of the match.

113 There were no more comments and the hearing was adjourned at 6:14 p.m.

## 114 115 **7. CITIZEN COMMENTS**

116 There were no citizen comments.

## 117 118 **8. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN** 119 **COMMENTS**

120 Due to lack of citizen comments in item 7, item 8 is unnecessary.

## 121 122 **9. NEW BUSINESS**

### 123 **9.1 PRESENTATION: SHERIFF'S OFFICE MONTHLY REPORT**

124 Lt. Talbot addressed Council concerning manpower in the City this past month. He stated that there were  
125 two arrests on the skateboarders that were discussed in the last meeting. Lt. Talbot stated that an arrest  
126 was made in Washington Terrace after a homicide in another city. Lt. Talbot stated that there were high  
127 numbers with the medical assists and he has instructed his deputies to monitor those calls.

128 Lt. Talbot stated that dispatch calls were higher last month than they have been in 4 years. He noted that  
129 the citations were down this month, due to high priority manpower hours that take deputies away from  
130 traffic control.

131 Lt. Talbot stated that the Sheriff's Office has purchased body cams and are awaiting policy concerning  
132 the equipment. He stated that command staff will not have body cams, but all patrol and front line staff  
133 will have the equipment on at all times.

134 Mayor Allen asked if the Sheriff's Office had an App that could be accessed. Lt. Talbot stated that there  
135 is a website that is similar, but at this time, he is unaware of an App.

136 Council Member Brown wanted to publicly thank Lt. Talbot and his deputies on behalf of his family.

### 137 138 **9.2 MOTION/ PROCLAMATION 15-01: NATIONAL SERVICE RECOGNITION DAY**

139 Mayor Allen read the Proclamation recognizing volunteer efforts in the community.

140  
141 **Motion by Council Member Monsen**  
142 **Seconded by Council Member Jensen**

143 **To approve the Proclamation**

144 **Proclaiming April 7, 2015 as National Service Recognition Day**

145 **Approved unanimously (5-0)**  
146 **Roll Call Vote**  
147

148 **9.3 MOTION/RESOLUTION15-03: A RESOLUTION APPROVING THE INTERLOCAL**  
149 **AGREEMENT WITH HILL AIR FORCE BASE FOR MUTUAL FIRE AID**  
150 **PROTECTION**  
151

152 Chief Bush stated that this mutual aid agreement with Hill AFB is renewed every 5 years. He stated that  
153 it is for Hazmat, as well as use of their explosives team if needed.  
154

155 **Motion by Council Member Shupe**  
156 **Seconded by Council Member Johnston**  
157 **To approve Resolution 15-03 Approving the**  
158 **Interlocal Agreement with Hill Air Force Base for**  
159 **Mutual Fire Aid**  
160 **Approved unanimously (5-0)**  
161 **Roll Call Vote**  
162

163 **9.4 DISCUSSION/ACTION: CONCEPT PLANS AND PRELIMINARY COSTS FOR**  
164 **PUBLIC WORK SHOPS FACILITY**

165 Hanson explained that the Public Works Shop has been evaluated in an effort to serve and protect the  
166 residents on a daily basis as well as emergencies. It was found that the Public Works shop would not  
167 survive an earthquake in its current location, thus hindering the city's efforts in helping residents in need.  
168 Harris and Remington have scouted locations and concept plans on a new Public Works shop. Hanson  
169 stated that there is a concern that the City may not be able to respond to help the residents if there is a  
170 seismic event. The Mayor clarified that the plans are just general and preliminary at this time. Harris  
171 stated that he and Remington have a first cut of plans of a facility that would benefit the City for many  
172 years and allow the Public Works shop to be more efficient in a safer environment that it is in at this  
173 time.

174 Harris stated that the area chosen is in a safe location with three sides of fencing. Hanson stated that staff  
175 is researching the option for land acquisition and researching CDBG help with land acquisition for this  
176 type of project.

177 Hanson stated that he is looking towards Council for approval to move forward with this project. Mayor  
178 Allen stated that he likes the location and set up of the potential Shops and noted that the plan allows for  
179 growth. Harris stated that there are plans for a storm water detention area. Council Member Shupe agreed  
180 that this project is needed and stated that funding options must be a top priority. Council Member Jensen  
181 stated that he appreciates the forward thinking on these projects and agrees that staff should move ahead  
182 on the project once funding options are found. Hanson stated that staff is carefully weighing funding  
183 options. Council Member Monsen stated that his concern is that 2 or 3 years is too long to wait for a new  
184 Shop. He would like to have staff actively search for funding options and start the project sooner rather  
185 than later. Harris stated that the cost estimate is around 3.5 million dollars, and depending on the value of  
186 the land, may rise to a total cost of 5.5 million. Hanson stated that the landowner has been approached.  
187 Council Member Brown stated that the property should be secured first and then the timetable can be set.  
188 Harris stated that the site would be around 5 acres. Hanson stated that if Council agrees to move ahead,  
189 he would like to plan open houses for the public and answer any questions. The Mayor and Council  
190 agreed to move forward with the planning of the project.  
191  
192

193 **9.5 DISCUSSION/MOTION: APPROVAL TO AWARD CONTRACT FOR THE 2015**

194 **ROAD MAINTENANCE PROJECT**

195 Hanson stated that part of this contract will be funded with B& C Road funds, City General Fund, and  
196 part will be covered in the RDA meeting. Hanson stated that the bids will be opened March 24, 2015.  
197 Hanson stated that staff is asking Council to allow staff to open bids, and award the contract to a  
198 contractor within a 1.2 million dollar ceiling and work with the contractor to come within budget. Hanson  
199 stated that this request is based on timing of City Council meetings and the bid process.  
200 Harris provided maps that detailed roads that need crack sealing and a summary of different treatments  
201 and requirements needed to maintain different roads. Harris stated that the chosen contractor will need to  
202 schedule all the different treatments. He stated that there will be one contractor, with several  
203 subcontractors. There are three funding sources, State Road Tax, City General Fund, and RDA funds to  
204 be used on roads in the RDA area. He stated that because staff is unsure how bidding and pricing will go,  
205 staff is asking for 1.2 million. If the bids are high, the City will award the project so that it could begin  
206 and then cut out roads to make it work within the allotted budget amount.  
207 Hanson stated that the amount is out of his spending limit so he needs the council to approve to move  
208 forward to the contract for that amount.

209 **Motion by Council Member Shupe**  
210 **Seconded by Council Member Johnston**  
211 **To award the contract for the 2015 Road Maintenance Project**  
212 **With a ceiling of 1.2 million dollars**  
213 **Approved unanimously (5-0)**  
214

215 **9.6 MOTION: APPROVAL TO INCREASE CONTRACT AMOUNT FOR ADAMS**  
216 **AVENUE CONSTRUCTION PROJECT ENGINEERING**

217 Harris stated that it has taken more time to complete the Project and staff is asking to increase the  
218 contract \$165,000 to be able to finish the Project. Harris stated that the contract belongs to UDOT;  
219 however, the City is a key component in the process. The contract will need to be extended by a month  
220 and a half, stating that some of the reasons for the extension are piping and extra material testing. He  
221 stated that Council approved the contract for \$440,000, although it came in at \$294,000. This change will  
222 be roughly 4.25 percent over the original amount approved. Harris stated that the City pays 6.667  
223 percent, which is an \$11,200 increase cost.  
224 Council Member Monsen stated that the road needs to be finished and made the motion to increase the  
225 contract amount.

226 **Motion by Council Member Monsen**  
227 **Seconded by Council Member Johnston**  
228 **To increase the contract amount for**  
229 **The Adams Avenue Construction Project Engineering**  
230 **Approved unanimously (5-0)**  
231

232 **9.7 MOTION: CHANGE OF APRIL 2015 MEETING SCHEDULE**

233 Rodriguez stated that the Mayor, Council, and City Manager will be in St. George for the Utah League of  
234 Cities and Town Mid-Year Conference and suggested cancelling the April 7, 2015 meeting.

235 **Motion by Council Member Jensen**  
236 **Seconded by Council Member Monsen**  
237 **To change the April 2015 Meeting Schedule to**  
238 **Cancel the April 7, 2015 meeting**  
239 **Approved unanimously (5-0)**  
240

241 **9.8 DISCUSSION/ACTION: VOTING PLATFORM FOR 2015 MUNICIPAL ELECTION**

242 Hanson stated that the County presented on voting options at the last meeting. Rodriguez stated that it

243 ppeared to her that the Council was leaning towards the hybrid voting option, where ballots would be  
244 mailed to residents and there would be several options available for drop off of the ballots, as well as a  
245 limited polling place at City Hall. She stated that the county is compiling an interlocal contract and will  
246 need to know by the end of the month which type of election we would like to hold. Council Member  
247 Shupe stated the he liked the hybrid approach to see how it works out. Mayor Allen stated that he likes  
248 traditional voting, but feels like the time for this type of voting is coming. Council Member Johnston  
249 noted that past voter turnout has not been that high and this would be a great transition to move forward.  
250 Council Member Monsen agreed that the City should move forward with this now. Rodriguez clarified  
251 that there would be a polling location manned by herself and her Deputy at City Hall for those who  
252 would like to vote traditionally at City Hall using paper ballots.

253 **Motion by Council Member Johnston**  
254 **Seconded by Council Member Shupe to**  
255 **Use the hybrid version for the 2015 Municipal Election**  
256 **Approved unanimously (5-0)**  
257

258 **10. COUNCIL COMMUNICATION WITH STAFF**

259 \* Council Member Shupe stated that he is concerned with the annexation decision at South Ogden's  
260 Planning Commission meeting. He would like staff to investigate incentives in regards to Mr. Stephens's  
261 property as to whether we can annex the property now and incur the tax increases that he may incur until  
262 the property is developed. He stated that the City needs to be proactive with this effort, cautioning that he  
263 feels that South Ogden will not give up on the option of annexing the property. Council Member Shupe  
264 stated that the City needs to stay on top of things that may be happening behind the scenes.

265 \* Mayor Allen stated that the South Ogden Planning Commission decided not to pursue the  
266 annexation, but cautioned that the City Council may not heed their recommendation and the issue may  
267 not be over.

268 \*Mayor Allen stated that there is a sewer tour on Friday, March 27<sup>th</sup>.

270 **11. ADMINISTRATION REPORTS**

271 Hanson stated that he attended a Utah Economic meeting this morning and stated that Hill AFB is critical  
272 to this area mainly because over 50 percent of the workforce live in our communities.

273 Hanson stated that he received a request from the Animal Shelter to increase the budget for the Director  
274 salary. Hanson stated that it has been suggested to take the request to WACOG and the cities Mayors.

275 Hanson stated that he appreciates the efforts that Steve Harris has put into his projects.

277 **12. UPCOMING EVENTS**

278 April 7<sup>th</sup>: Council Meeting (tentatively cancelled)

279 April 8<sup>th</sup>- 10<sup>th</sup> ULCT Mid-Year Conference to be held in St. George

280 April 21<sup>st</sup>: Work Session 5:00 p.m.

281 April 21<sup>st</sup>: Council Meeting 6:00 p.m.

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

284 Mayor Allen adjourned the meeting at 7: 35 p.m.

286 **14. RDA MEETING ( Immediately following regular session)**

289 \_\_\_\_\_  
290 Date Approved

289 \_\_\_\_\_  
290 City Recorder

# City Council Staff Report

**Author:** Chief Kasey Bush  
**Subject:** FIRE DEPT. Q1 2015  
**Date:** April 21, 2015  
**Type of Item:** Informational



FIRE DEPARTMENT

**Summary Recommendations:** This report is for informational purposes as part of the Fire Departments quarterly report.

## Description:

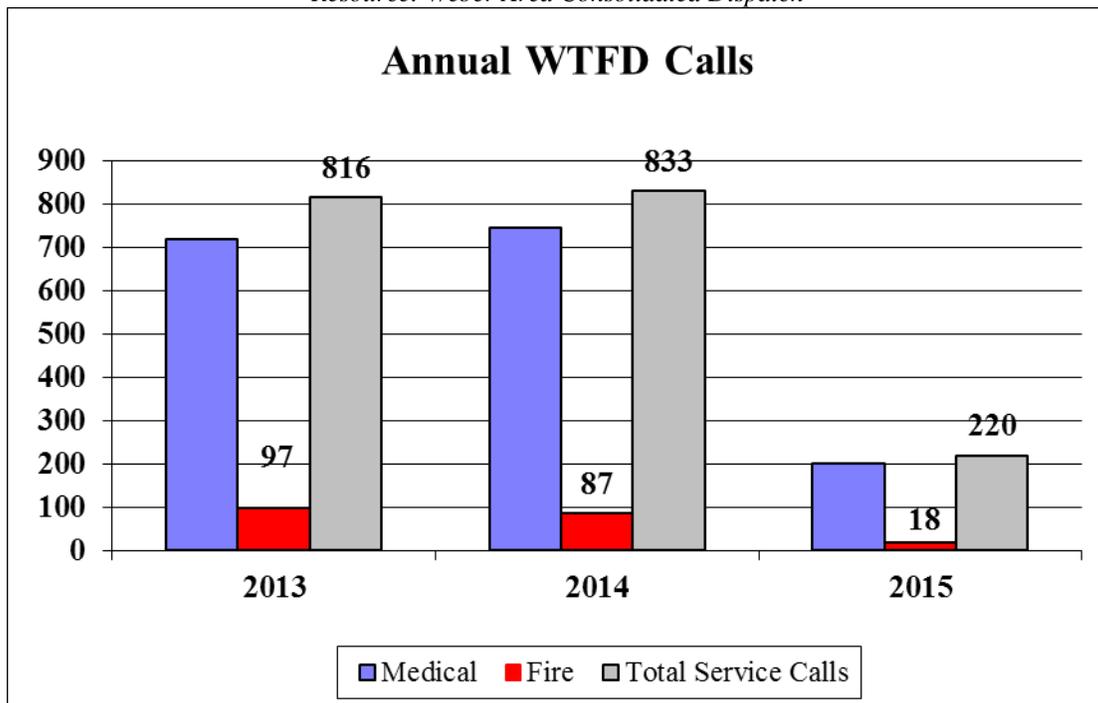
**A. Topic:** Fire Department Quarterly Update.

**B. Background/ History:** On October 26, 2004 the Fire Department presented a comprehensive fire services analysis and identified several statistical summaries that represented the primary functions of our fire service. At that time the Council directed staff to begin providing quarterly reports regarding the departments operations.

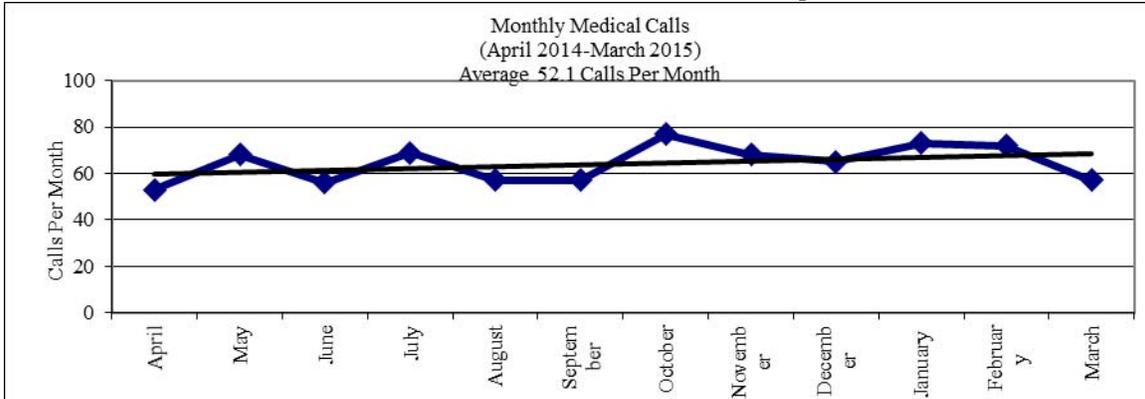
**C. Analysis:** Figure 1 shows the total calls for service for 2012 and 2013. Please note that 2014 is the call volume for January through December of this calendar year.

**Figure 1: Fire Department Calls for Service**

*Resource: Weber Area Consolidated Dispatch*



**Figure 2: Monthly Medical Calls Longitudinal**  
*Resource: Weber Area Consolidated Dispatch*



The trend indicated in Figure 2 shows Call volume since April of 2014. EMS related incidents pose an unreliable variable for future statistical planning.

**Figure 3: Monthly Medical Calls**  
*Resource: Weber Area Consolidated Dispatch*

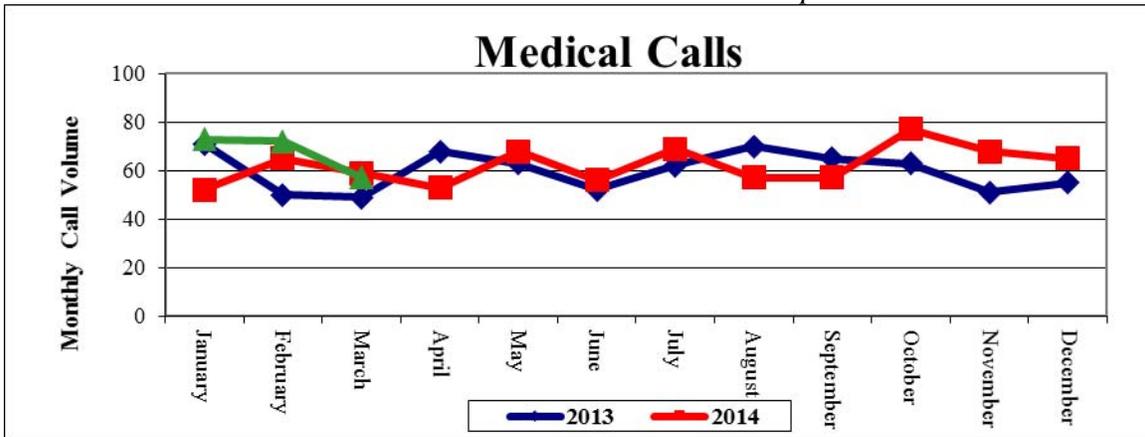
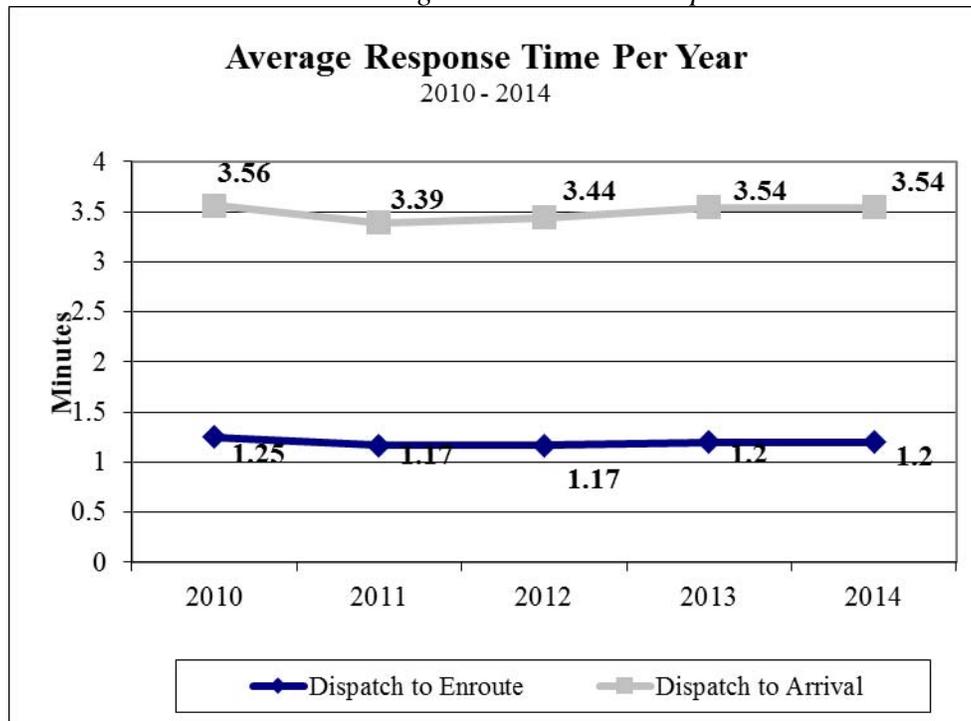


Figure 3 Monthly EMS calls 2013, 2014 and January through March 2015

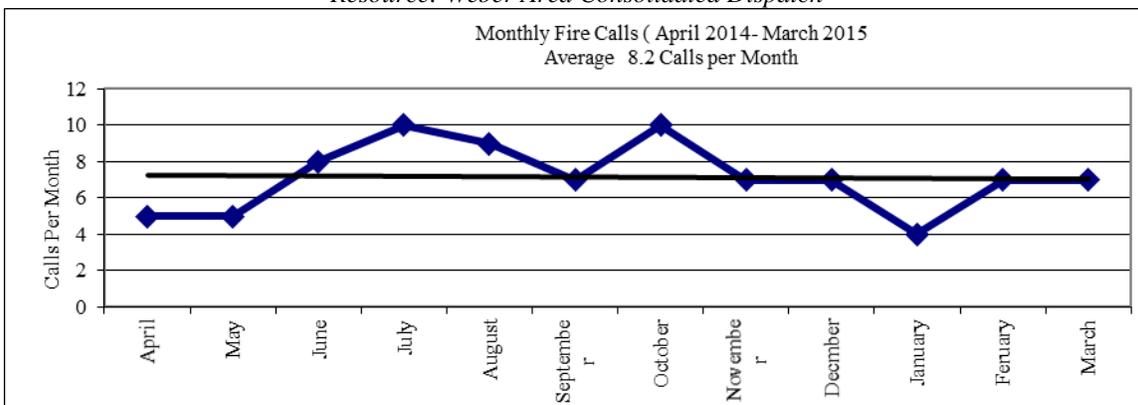
**Figure 4: Average Annual Response Time**  
*Resource: Washington Terrace Fire Department*



The response time includes both EMS and Fire Response times. Fire Response times are greater as the fire units cannot leave the station until 3 firefighters are present. In most cases the EMS response times are approximately 2 – 3 minutes after the EMS responders are enroute.

**Figure 5: Monthly Fire Call Trend**

*Resource: Weber Area Consolidated Dispatch*



The trend indicated in Figure 5 shows Call volume since April of 2014. Fire related incidents pose an unreliable variable for future statistical planning.

**Figure 6: Fire Calls by Month**

*Resource: Weber Area Consolidated Dispatch*

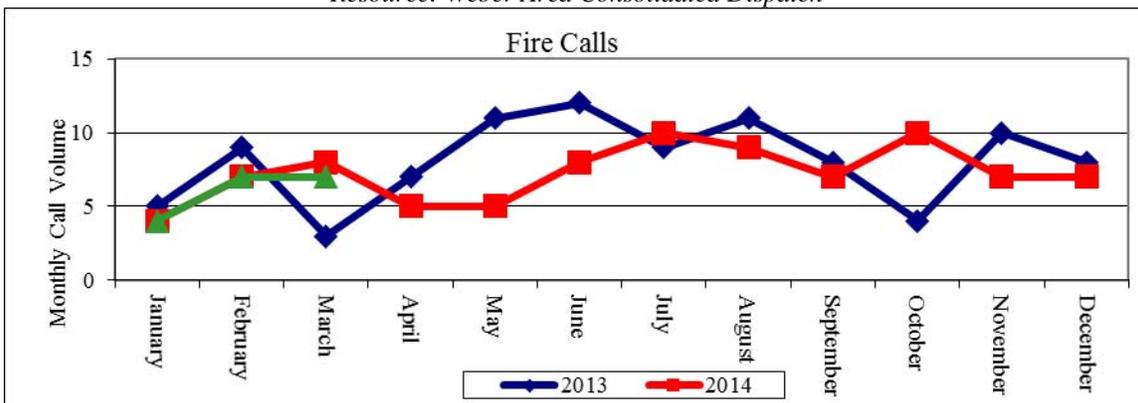


Figure 6 Monthly fire calls 2013, 2014, January through March 2015

**Department Review:** Fire Department

**Significant Impacts:** This report is for informational purposes only. If Council has specific questions or concerns that are not addressed in this report please contact Chief Bush at 801-628-5347.

## City Council Staff Report

**Author:** Aaron Solomon  
**Subject:** Weber County RAMP  
**Approval of Playground Structure/ Lions Park**  
**Date:** April 16th, 2015  
**Type of Item:** Motion/Resolution



**Summary Recommendations:** Motion to approve the playground equipment at Lions Park, funded through RAMP grant.

### **Description:**

- A. Topic:** Weber County RAMP Grant Funding approval for the project of Lions Park playground structure project.
- B. Background:** Washington Terrace City was granted \$13,000 in RAMP Grant funds for the construction of the new playground structure at Lions Park. After the demolition of the existing swing set The City has evaluated the size and area of the park and has developed a new playground. The City is asking for approval of this new equipment structure to be installed at Lions Park.
- C. Analysis:** The RAMP funds will help improve the City's parks and recreational facilities.
- D. Department Review:** Aaron Solomon, Steve Harris and Tom Hanson have been involved with the applications and review of the Weber County RAMP funds and the playground structure process and recommend approval.

### **Alternatives:**

- A. Approve the Request:** Approval of the requests will allow the City to continue with the improvements and production of the Cities recreational facilities and programs.
- B. Deny the Request:** Council can deny the request.
- C. Continue the Item:** Continuation of the item will postpone the progress of the new additions to the facilities.



## Lion's Park Swing Option

Draper, UT

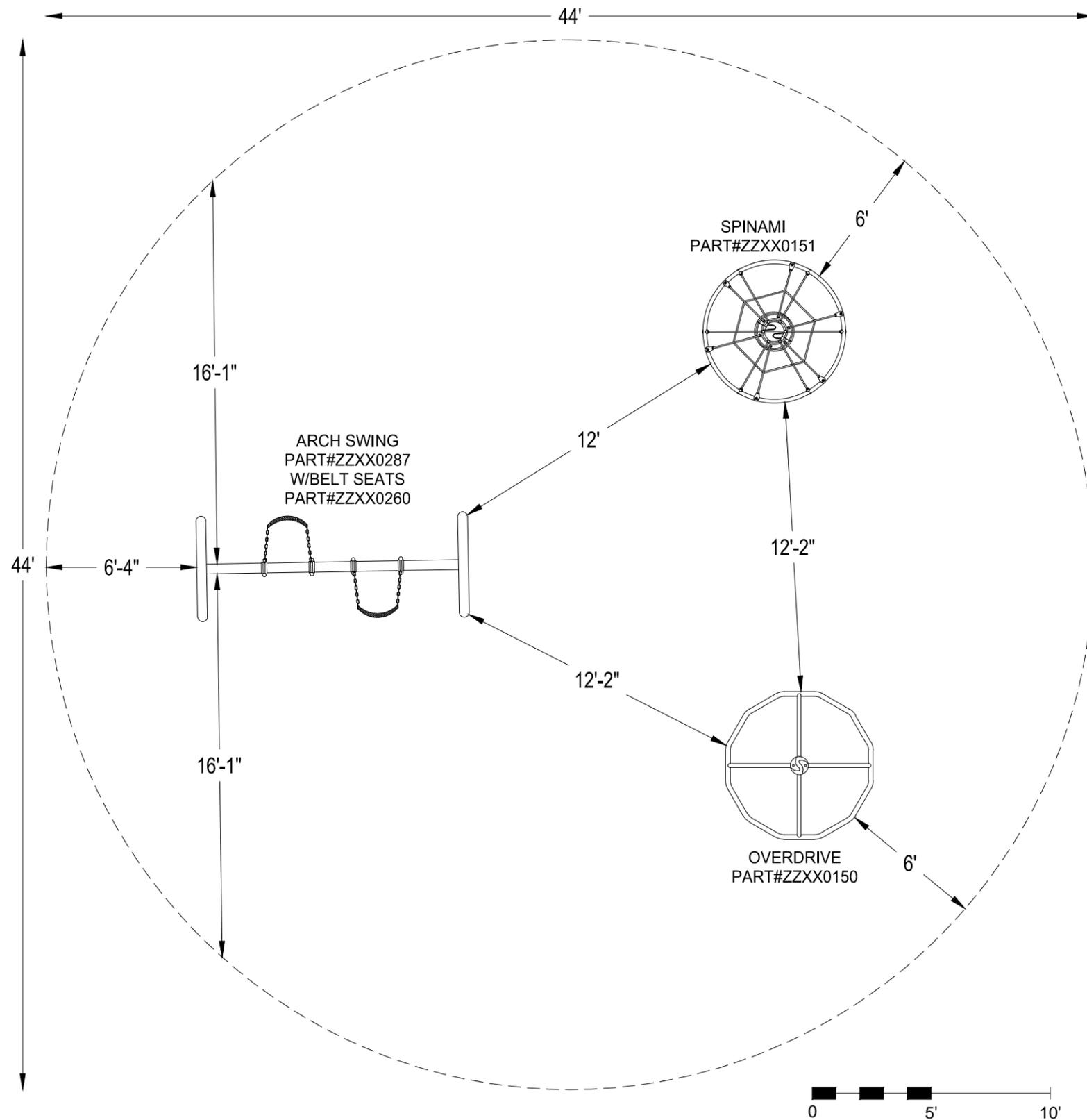
15\*-0083B.BTR

Sales Representative



Equipment Manufacturer





\*PLAYGROUND SUPERVISION REQUIRED



**BIG T RECREATION**  
 949 East Pioneer Rd, Suite A4  
 Draper, UT 84020

EQUIPMENT SIZE:  
**N/A**

USE ZONE:  
**44' X 44'**

AREA: **1520 SqFt.** PERIMETER: **138 Ft.**

FALL HEIGHT:  
**8 Ft.**

USER CAPACITY: **15** AGE GROUP: **5-12**

ADA SCHEDULE	Total Elevated Play Activities: 0		
	Total Ground-Level Play Activities: 4		
	Accessible Elevated Activities	Accessible Ground-Level Activities	Accessible Ground-Level Play Types
Required	0	0	0
Provided	0	4	3

- ✓ ASTM F1487-11
- ✓ CPSC #325



PROJECT NO:  
**15-0083B.BTR**

SCALE:  
**3/16"=1'-0"**

DRAWN BY:  
**L.RICE**

Paper Size

DATE:  
**01-APR-15**

**B**

**LION'S PARK SWING OPTION**

DRAPER, UT



Big T Recreation  
 949 E Pioneer Rd Ste. A-4  
 Draper, UT 84020

(801)572-0782  
 susan@bigtrec.com

Quote

Date	Quote #
04/01/2015	5065
Exp. Date	
05/01/2015	

**Address**  
 City of Washington Terrace  
 5249 S South Pointe Drive  
 Washington Terrace, UT 84405

Quantity	Product	Description	Rate	Amount
1	Structure	• Lion's Park	2,134.00	2,134.00
1	Independent	• Playworld Systems Arch Swing	3,475.00	3,475.00
1	Independent	• Spinami	2,600.00	2,600.00
1	Freight	• Overdrive	898.19	898.19
1	Installation	• Freight	3,200.00	3,200.00
		• Installation by Certified Crew		
			<b>Total</b>	<b>\$12,307.19</b>

Acceptance of this quote agrees to the terms and conditions set by Big T Recreation. Please contact us with any questions or concerns P: 801.572.0782, F: 801.216.3077 or E: taft@bigTrec.com or susan@bigTrec.com.

We thank you for your business.

Accepted By

Accepted Date

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



**MARCH 2015**

Calls for Service that generated a police report

## REPORTS GENERATED FOR WASHINGTON TERRACE FOR THE MONTH OF MARCH 2015

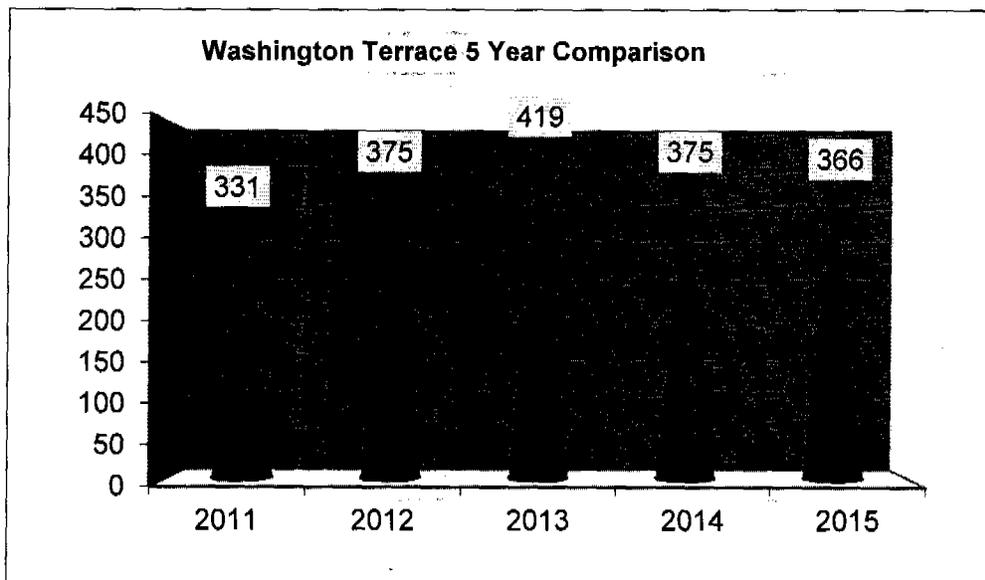
ASLT-SIMPLE ASSAULT	7
BURG ALARM FALSE-USER ERROR	2
BURG-ALARM CAUSE UNKN	5
BURG-FORCED ENTRY RESIDENCE	2
CRIM MISCHIE-FREE TEXT	2
CRIM MISCHIE-PRIVATE	4
DRUG-NARCOTIC EQUIPMENT POSS	1
ENTICE MINOR FOR INDEC PURPOSE	1
ESCAPE-WARRANT (MISDEMEANOR)	2
FAM OFF-CRUELTY TO CHILD/ABUSE	2
FAM OFF-DOM VIOL NON CRIMINAL	6
FAM OFF-DOMESTIC CRIMINAL NATU	1
FAM OFF-PROTECTIVE ORDER SERVI	1
FAM OFF-VIOLA PROTECTIVE ORDER	1
FORG-OF CHECKS	2
FRAUD-FREE TXT	1
FRAUD-ILLEG USE CREDIT CARDS	1
FRAUD-IMPERSONATION	1
JUV OFFENDERS-JUVENILE CURFEW	5
JUV OFFENDERS-RUNAWAY	1
JUV OFFENDERS-UNGOVERNABLE JUV	5
LARC-BICYCLE	1
LARC-FREE TEXT	3
LARC-FROM BUILDING	1
LARC-FROM MOTOR VEH (PROWL)	1
LARC-PARTS/ACCESS/FROM VEHICLE	1
LIQUOR-ILL CONSUMP UNDER 18	1
LIQUOR-ILL CONSUMPTION	1
OBST JUD-FAIL TO APPEAR/PERJUR	3
OBST POL-FALSE NAME/ADD/P.O.	1
OBST POL-RESISTING OFFICER	1
PRIV-TRESPASS	7
PUB ORD - CITY ORDINANCE VIOL	1
PUB ORD-CITIZEN ASSIST	8
PUB ORD-CIVIL CASES/DISPUTES	1
PUB ORD-DEATH ATTENDED	1
PUB ORD-DEATH UNATTENDED	1
PUB ORD-FOUND PERSON	1
PUB ORD-MISSING PERSON/ADULT	1
PUB ORD-PUBLIC INTOXICATION	2
PUB ORD-SUICIDE ATTEMPT	1
PUB ORD-SUICIDE THREATENED	3
PUB PEACE - THREATS	1
PUB PEACE-DISORDERLY CONDUCT	2
PUB PEACE-DIST THE PEACE	7
PUB PEACE-FALSE FIRE ALARM	1
PUB PEACE-HARASSING COMMUNICAT	5

PUB PEACE-JUV CITATION ISSUED	2
PUB PEACE-LITTERING	1
PUB PEACE-MENTAL PSYCHO	1
PUB PEACE-NEIGHBORHOOD PROBLEM	3
PUB PEACE-SEX OFFENDER HOME CK	1
PUB PEACE-SUSP ACTIVITY	18
PUB RELA - BUSINESS SECU CHECK	1
PUB RELA - COMMUNITY POLICING	14
PUB RELA - LECTURES	1
SERVICE-ASSIST OJ	4
SERVICE-INFORMATION	1
SERVICE-KEEP THE PEACE	5
SERVICE-MEDICAL ASSIST	9
SERVICE-WELFARE CHECK	4
SEX ASLT-UNLAWFUL SEX INTERCOU	1
STOLEN VEH-BREACH OF TRUST	1
TRAF OFF-ABANDONED VEHICLE	1
TRAF OFFENSE-NO PROOF OF INS	1
TRAF OFF-RECKLES/CARELES DRIVI	1
TRAF OFF-REVOKED/SUSPENDED LIC	1
TRAF OFF-STATE IMPOUND	1
TRAF-HIT AND RUN	1
TRAF-REPORTABLE ACCIDENT	11
TOTAL	194

# WASHINGTON TERRACE \*CALLS FOR SERVICE FOR THE MONTH OF MARCH 2015

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

331	375	419	375	366
2011	2012	2013	2014	2015



## Self Initiated Agency Assists

Total	0
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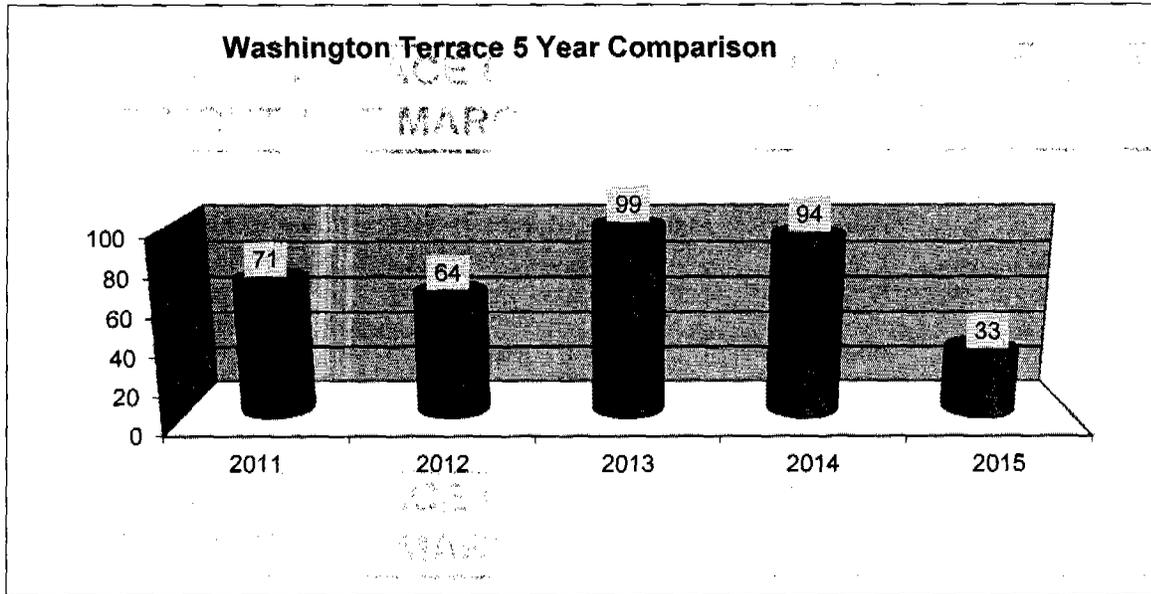
Agency Assists	
ROYPD	4
OJ	10
SF	0
RIVPD	1
NOPD	2
MCSO	0
HRPD	0
OPD	6
SOPD	2
UHP	0
PVPD	1
Total	26

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

Deputy	Total	Assign.
Allen Andrew	6	Nights
Allen Chad	15	SRO
Christensen Todd	1	Days
Creager Charles	1	Days
Green Joel	21	Days
Greenhalgh Tyler	18	SRO
Horton Mark	2	Nights
Jacobs Brian	7	Nights
Jensen Matthew	3	Nights
Johnson Jakob	10	Nights
Johnson Robert	3	Days
LacQuay James	2	Nights
Millaway John	1	Days
Ney Douglas	24	Days
Orglesen Jared	2	SRO
Rock Jeremy	5	Days
Seamons Blaine	2	Nights
Smith Jeff	2	Days
Smith Wayne	5	Days
Smith William	11	Days
Ulm Matthew	15	Days
Vandenberg Jason	25	Nights
Voth Weston	2	Days
Wiese Jacob	3	Nights
Zisumbo Daniel	8	Nights
<b>TOTAL</b>	<b>194</b>	

# WASHINGTON TERRACE CITATION 5 YEAR COMPARISON FOR THE MONTH OF MARCH 2015

71	64	99	94	33
2011	2012	2013	2014	2015



# WASHINGTON TERRACE CRIME CALENDAR

2015



**ASSAULT** One occurred every 4.4 days

**THEFT** One occurred every 4.4 days

**BURGLARY** One occurred every 15.5 days

## City Council Staff Report

**Author:** Amy Rodriguez

**Subject:** Interlocal Agreement for election service

**Date:** 4-21-15

**Type of Item:** Motion/Resolution



**Summary Recommendations:** The Council, by Resolution, may adopt the Interlocal Cooperation Agreement with the Weber County Clerk's office, Elections Division for election services for the 2015 Municipal elections.

### Description:

- A. **Topic:** The city will be conducting the 2015 municipal election using the Hybrid "Vote by Mail" platform. State legislation mandates that each municipal entity contracting with the county for election services do so by interlocal agreement.
- B. **Background:** The County has been actively pursuing vote by mail options because of the failing status of the electronic voting machines and recruitment of election judges. In an effort to conform to county practices and alleviate voter confusion, as well as provide convenience to registered voters, the City has decided to run a hybrid vote by mail election. There will be a County wide Transportation Tax Proposition on the ballot in November. The County will "split" the ballot with the City in order to have the proposition on the ballot. The County will be paying half of the costs for the 2015 General Election.
- C. **Analysis:** The County shall perform elections administration such as ballot administration and mailing, programming and testing, poll worker training, equipment delivery, tabulation of election results, provisional ballot verification, and conduct audits and recounts. The City Recorder will still be responsible for all legal requirements and conduct of the elections. The Recorder will recruit election judges, secure ballot drop off, and manage the limited vote center on election day.
- D. **Department Review:** City Recorder, City Manager, Legal

### Alternatives:

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

### Recommendation:

The Council may approve the Interlocal Agreement with Weber County for 2015 Municipal Election services by resolution.

**City of Washington Terrace**  
**County of Weber, State of Utah**

**RESOLUTION NO 15- 04.**

**A RESOLUTION AUTHORIZING AN INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE CITY OF WASHINGTON TERRACE (“CITY”) AND WEBER COUNTY REGARDING THE 2015 MUNICIPAL ELECTION**

**WHEREAS**, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code Annotated 1953 as amended, permits local governmental units to enter into agreements with one another for the purpose of exercising on a joint and cooperative basis powers and privileges that will benefit their citizens and make the most efficient use of their resources; and

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

**WHEREAS**, the City has agreed to contract with Weber County to specify the funding sources and procedures for conducting the 2015 election; and

**WHEREAS**, the City has established a need for certain 2015 Municipal Election supplies and services; and

**WHEREAS**, the Weber County Clerk’s office has proposed to provide such supplies and services;

**NOW THEREFORE**, the City Council of Washington Terrace hereby resolves to enter into the *attached Interlocal Cooperative Agreement* with Weber County regarding the 2015 Municipal Election, the Interlocal Agreement is hereby approved and incorporated by this reference. The City Council authorizes and directs the Mayor to execute an Interlocal Agreement for and on behalf of the City of Washington Terrace.

**PASSED AND ADOPTED** by the City Council of Washington Terrace this \_\_\_\_ day of \_\_\_\_\_ 2015.

**Washington Terrace City**

\_\_\_\_\_  
**Mayor Mark C. Allen**

**Attest:**

\_\_\_\_\_  
**Amy Rodriguez, City Recorder**

**Roll Call Vote:**  
**Council Member Johnston**  
**Council Member Brown**  
**Council Member Jensen**  
**Council Member Monsen**  
**Council Member Shupe**

City Contract No. \_\_\_\_\_  
County Contract No. \_\_\_\_\_

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

THIS AGREEMENT is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, Elections Division, and WASHINGTON TERRACE CITY (“City”). The County and the City are sometimes referred to collectively as the “Parties” and may be referred to individually as a “Party.”

**WITNESSETH:**

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2015 primary and general municipal elections; and

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

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

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2016. The term of this Agreement may be extended by mutual agreement in writing signed by all Parties. Either Party may cancel

this Agreement upon thirty (30) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2015 primary and general municipal election.

3. **Legal Requirements.** The County and the City understand and agree that the 2015 primary and general municipal election are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving it. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the elections. In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a

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

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

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

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

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

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

9. **Indemnification.** To the extent permitted by law, the City agrees to indemnify and hold County harmless, including providing legal defense costs on behalf of the County, as a result of any legal or administrative claim, action or proceeding brought against the County by any person or entity claiming that the County violated any state or federal law by providing election services under this Agreement.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the City and the County (for purposes of this section, each a “Party” and collectively the “Parties”) agree as follows:

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

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

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

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

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

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

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

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

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

WASHINGTON TERRACE CITY

By: \_\_\_\_\_  
MAYOR

ATTEST:

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

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF WEBER COUNTY

By: \_\_\_\_\_

Kerry Gibson, Chair  
Commissioner Gibson voted \_\_\_\_\_  
Commissioner Bell voted \_\_\_\_\_  
Commissioner Ebert voted \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Ricky Hatch, CPA  
Weber County Clerk/Auditor

Approved as to form and compliance  
with applicable law:

\_\_\_\_\_  
County Attorney

Date: \_\_\_\_\_

**Exhibit A**  
**2015 Municipal Elections**  
**Scope of Work for Hybrid Election Services**

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

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

The City shall be responsible for all Public Notice(s) required by law.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City. This includes participation in the Election Day Voter Registration Pilot Project in accordance with Utah Code Ann. § 20A-4-108.

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

- By-Mail Ballot Administration (for all active registered voters)
- Ballot Layout and Design
- Printing Optical Scan Ballots
- Program and Test Voting Equipment (if necessary)
- Program Electronic Voter Register
- Poll Worker Recruitment & Training (if necessary)
- Delivery of Supplies and Equipment
- Tabulate and Report Election Results
- Provisional Ballot Verification
- Update Voter History Database
- Conduct Audits (as required)
- Conduct Recounts (as needed)
- Election Day Administrative Support

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

The County will provide a good faith estimate for budgeting purposes (Exhibit B). Election costs are variable and are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating as well as any direct costs incurred.

The City will be invoiced for its pro-rata share of the actual costs of the elections which will not exceed the estimate in Exhibit B.

In the event of a state or county special election being held in conjunction with a municipal election, the scope of services and associated costs, and the method of calculating those costs, will remain unchanged.

**Exhibit B**  
**2015 Municipal Elections**  
**Cost Estimate for Hybrid Election Services**

Below is the good faith estimate for the upcoming *2015 Municipal Election* for the City of WASHINGTON TERRACE. The City will be billed for actual costs, which will not exceed this estimate. The estimate herein does not include any Public Notice expenditures as such expenses are administered by the City.

The cost estimate is calculated using the following variables and assumes both a primary and general election will be held:

<b>Primary Election</b>	<b>Amount</b>
Active Registered Voters	3,819
Anticipated Voter Turn-Out	28%
Precincts	6
Number of Polling Locations	1
Number of Voting Machines	0
Number of Poll Workers	2
Number of Electronic Registers	1
Number of Ballot Styles	1
Offices up for Election:	
Mayor	0
City Council Seats	3
<b>Estimated Cost</b>	<b>\$5,256</b>

<b>General Election</b>	<b>Amount</b>
Active Registered Voters	3,819
Anticipated Voter Turn-Out	48%
Precincts	6
Number of Polling Locations	1
Number of Voting Machines	0
Number of Poll Workers	2
Number of Electronic Registers	1
Number of Ballot Styles	1
Offices up for Election:	
Mayor	0
City Council Seats	3
<b>Estimated Cost</b>	<b>\$2,628</b>