

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 RESOLUTION 19-01: A RESOLUTION AMENDING THE FISCAL YEAR
2019 BUDGET AND FEE SCHEDULE**

**9.2 RESOLUTION 19-02: A RESOLUTION ENTERING INTO AN INTERLOCAL
AGREEMENT WITH WEBER COUNTY FOR STORM WATER MANAGEMENT**

**9.3 DISCUSSION/MOTION: APPROVAL OF CITY CONTRIBUTION AMOUNT
FOR 2019 R.A.M.P GRANT APPLICATION**

Approval from Council to commit to funding the grant match required for two RAMP grant application for The 2019 funding cycle

**9.4 DISCUSSION/MOTION: APPROVAL OF CITY CONTRIBUTION AMOUNT FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) APPLICATION**

Approval from Council to commit to funding the grant match required for a CDBG grant application for Fire Equipment and Waterline upgrades for the 2019 grant year.

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

January 31st : Planning Commission Meeting 6:00 p.m.

February 5th: Work Session 5:00 p.m.

February 5th: City Council Meeting 6:00 p.m.

February 18th: City Offices closed in observance of President's Day

February 19th: Work Session 5:00 p.m.

February 19th: City Council Meeting 6:00 p.m.

February 28th: Planning Commission 6:00 p.m.

13. ADJOURN THE MEETING: MAYOR ALLEN

14. CONTINUATION OF WORK SESSION (immediately following the regular meeting)

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

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

CERTIFICATE OF POSTING

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

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City of Washington Terrace

Minutes of a Regular City Council meeting
Held on December 4, 2018
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of Utah

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

- Mayor Mark C. Allen
- Council Member Scott Monsen
- Council Member Blair Brown
- Council Member Larry Weir
- Council Member Scott Barker
- Council Member Jeff West- arrived 6:14 p.m.
- City Attorney Bill Morris
- Finance Director Shari' Garrett
- Public Works Director Steve Harris
- City Recorder Amy Rodriguez
- Lt. Jeff Pledger, Weber County Sheriff

Others present

Charles and Reba Allen, Ulis Gardiner, Steve Rush, Steve Miller ,Amy Miller, Aubrey Allen

- 1. **ROLL CALL** **6:00 P.M.**
- 2. **PLEDGE OF ALLEGIANCE**
- 3. **WELCOME**
- 4. **CONSENT ITEMS**
 - 4.1 **APPROVAL OF AGENDA**
 - 4.2 **APPROVAL OF NOVEMBER 20, 2018, MEETING MINUTES AND NOVEMBER 17, 2018 COUNCIL RETREAT MINUTES**Items 4.1 and 4.2 were approved by general consent.
- 5. **CITIZEN COMMENTS**

There were no citizen comments.
- 6. **COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS**

Due to lack of citizen comments in item 5, item 6 is unnecessary.
- 7. **NEW BUSINESS**

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

Garrett presented the CAFR to Council, noting that there are a couple of areas to focus on analysis:
Near Term Position: Garrett stated that there were no concerns,
Net Position: This is the difference between assets and liabilities. She stated that we are improving on our net position.
Economic Position: Garrett stated that this area is worth looking at to forecast future budgets.
Garrett stated that we must generate enough income to cover our current debt payments. She stated that we exceeded the 125 percent ratio needed to cover our debt payments.
Garrett introduced Gary Keddington to present the audit report.
Keddington stated that staff was very receptive to the questions asked during the audit. He stated that the audit went smoothly. He stated that they audit fraud areas, internal controls, and state compliance.
Keddington stated that they agree that the CAFR numbers are as presented. He stated that they test that that numbers are materially correct. Keddington stated that the state compliance auditors testing found one finding. He stated that it concerned new regulations concerning compliance with posting of the budget and internal transfers on the website within 7 days.
Keddington stated that they begin the process in July for state compliance. He stated that they come back in October for a few weeks. He stated that he reviews the CAFR. He noted that it takes a complete month to perform the audit.

7.2 PRESENTATION: OGDEN WEBER COMMUNITY ACTION PARTNERSHIP

Aubrey Allen presented the annual report to Council. She is the appointed representative for Washington Terrace. She stated that the Program helps funds early head start programs, the CIRCLES program, and food banks. She stated that the CIRCLES program is funded by six grants. She stated that the program helps families in poverty. Allen highlighted the head start program, stating this is who they serve. She highlighted the requirements to be admitted to the program. Allen highlighted the school readiness goals to prepare children for kindergarten. She stated that they are governed by the Head Start Act. She stated that both elementary schools in the Terrace are Charter 1 schools and it is a need of the community to provide the Head Start Program.

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

Harris stated that this item needs to be approved in order for us to apply for our Community Development Block Grant. Harris stated that the plan does not include roads or parks. He stated that it is the prioritization of CDBG eligible projects.
Harris stated that the two projects we will be applying for is the extension of our current project of upgrading Water Tank #1. He stated that we will be applying for feeding water the tank.
He stated that the second application will be for an upgrade to our Fire Department Brush truck.
Harris stated that some of the items on the list will be incorporated in the OTIS II project.

**Motion by Council Member Monsen
Seconded by Council Member Barker
To approve the Consolidated Capital Investment Plan
Project Prioritization for CDBG eligible projects
Approved unanimously (5-0)**

7.4 DISCUSSION/MOTION: APPROVAL OF THE PURCHASE OF PUBLIC

98 **WORKS FACILITY HOIST AND TRAILER PULL MAN LIFT**

99 Harris stated that the item is a formality. He stated that it was discussed in the last Council meeting. He
100 stated that there is money left over from the Facility project. The items need approval from Council for
101 any items over \$25,000. He stated that the two items are the trailer pull man lift and the facility host. He
102 stated that the man lift cost is \$21,450.00 He stated that it is used but in good shape. He stated that the
103 facility hoist/lift was in the original bid for the public works project but was taken out due to cost of the
104 project. He stated that it cost \$33,238.00 and was able to be put back into the project.

105 **Motion by Council Member Barker**

106 **Seconded by Council Member Brown**

107 **To approve the purchase of the facility hoist and man lift for the**

108 **Public Works Facility**

109 **Approved unanimously (5-0)**

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111 **7.5 DISCUSSION: THE CONSOLIDATION OF WASHINGTON TERRACE CITY**
112 **CIVIC/SENIOR CENTER WITH WEBER HUMAN SERVICES**

113 Rodriguez stated that Hanson wanted to inform Council that South Ogden is closing their Senior Center
114 and selling the property. Hanson has been working with South Ogden and Weber Human Services and
115 the South Ogden Seniors will be coming to Washington Terrace to use our facility under our program.

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117 **7.6 MOTION/ORDINANCE 18-13: ORDINANCE ADOPTING A FRANCHISE**
118 **AGREEMENT BETWEEN WASHINGTON TERRACE CITY AND ROCKY**
119 **MOUNTAIN POWER**

120 Morris stated that the franchise agreement discusses how the power lines are operated through the city.
121 He stated that it outlines how trees are cut, what to do when they have to be moved, and who to contact.
122 Morris stated that the resolution was changed to an Ordinance on the request of Rocky Mountain Power.
123 Morris stated that it is a nonexclusive franchise for a term of 10 years. The Recorder will need to
124 provide plans to Rocky Mountain Power when a development comes into the City. Morris stated that our
125 current agreement is expiring.

126
127 **Motion by Council Member Weir**

128 **Seconded by Council Member West**

129 **To approve Ordinance 18-13**

130 **Approving the franchise agreement with**

131 **Rocky Mountain Power**

132 **Approved unanimously (5-0)**

133 **Roll Call Vote**

134
135 **7.7 MOTION: APPROVAL OF THE 2019 ANNUAL MEETING SCHEDULE**

136 Rodriguez stated that the annual meeting schedule must be adopted. She noted that a January 8th meeting
137 was added to make up for the first meeting being cancelled in January.

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139 **Motion by Council Member Monsen**

140 **Seconded by Council Member Brown**

141 **To approve the 2019 annual meeting schedule**

142 **Approved unanimously (5-0)**

143 **8. COUNCIL COMMUNICATION WITH STAFF**

146 Mayor Allen stated that the winter parking ordinance went into effect December 1st and notices have been
147 given out to residents that have parked on the street.
148 Mayor Allen asked that the Neil Hanson posters be taken down.

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150 **9. ADMINISTRATION REPORTS**

151 There were no administrative reports.

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154 **10. UPCOMING EVENTS**

155 **December 25th: City offices closed for Christmas Holiday**

156 **January 1st: City offices closed for New Year's Holiday**

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

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

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160 **11. ADJOURN THE MEETING: MAYOR ALLEN**

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162 Mayor Allen adjourned the meeting at 6:54 p.m.

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Date Approved

_____ **City Recorder**

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City of Washington Terrace

Minutes of a City Council Work Session
Held on January 8, 2019
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of Utah

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MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

- Mayor Mark C. Allen- Excused
- Mayor Pro- Tempe Scott Barker
- Council Member Scott Monsen
- Council Member Blair Brown
- Council Member Larry Weir
- Council Member Jeff West- arrived 5:22 p.m.
- City Attorney Bill Morris
- Finance Director Shari' Garrett
- City Treasurer Gina Kochendorfer
- Public Works Director Steve Harris
- City Recorder Amy Rodriguez
- Lt. Jeff Pledger, Weber County Sheriff
- Planning Commission Chairman Wallace Reynolds
- Planning Commissioner Charles Allen
- Planning Commissioner Dwight Henderson
- Planning Commissioner Darren Williams
- Planning Commissioner TR Morgan- excused
- Planning Commissioner Scott Larsen- excused
- Planning Commissioner Dan Johnson

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Others present

Jake Kendell (Xpress Bill pay)

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1. **ROLL CALL** **5:00 P.M.**
 2. **PLEDGE OF ALLEGIANCE**
 3. **WELCOME**
 4. **WORK SESSION**

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TOPICS TO INCLUDE, BUT ARE NOT LIMITED TO:

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4.1 VISA COMPLIANCE RULES

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Garrett stated that there have been discoveries concerning Visa convenience fees. Kochendorfer stated that it was discovered that there are Visa core rules and compliance. She stated that the \$1.90 convenience fee that we are charging with Visa purchases are illegal. She stated that Visa does not allow convenience fees on utility bills. Kochendorfer stated that it would be too hard to distinguish between the Kochendorfer stated that we cannot charge for face-to-face or auto pay charges.

49 Kochendorfer stated that if the City accepts service fees in one department, it must be accepted in all
50 services. She stated that if we charge “service” fees for building permits, business licenses, dog licenses,
51 and court, we would need to call them service fees and it would have to be a flat fee or based on a
52 percentage of the charge. Kochendorfer stated that we currently on the higher “government rate”. She
53 stated that our costs would be decreased if we were on the state contract rate, however, we would not be
54 charging fees on utilities.

55 Kochendorfer stated that if we do not charge any fees at all, the City would not be recouping fees on the
56 amount we would be charged by Chase Bank.

57 Kochendorfer stated that we would be able to cover our costs if we went to a flat 2 percent fee for
58 charges on non-utility rates. Garrett stated that the City would be losing \$5500 a year that would affect
59 the utility department. If we did not charge any service fees, we may lose \$7500 a year. This amount
60 fluctuates.

61 Kochendorfer recommends option 3, which is to charge a 2 percent service fee on non-utility accounts
62 and absorb the cost to the Utility Billing Department of around \$5500. Garrett stated that we may have to
63 increase the operating costs of the utility rates to absorb the cost. Garrett asked how Council would like
64 this to be brought back to Council through a fee adjustment to bring us into compliance. Garrett stated
65 that we have enough in our budget to absorb the cost for this year. Council Member Monsen would like
66 to know the numbers on how much the rates would need to be increased to cover the costs.

67 Council Member Brown stated that he trusts staff to make the decision on the amount of the service fee
68 and the direction that the city needs to take to be in compliance and stay fiscally responsible.

69 Council Member Monsen asked if the fee can be automatically put into the rate. Hanson stated that the
70 court fee is set by the state in which we cannot alter.

71 Council Member West agrees that we should not be charging any fees, but rather add it into the utility
72 bill as a cost of doing business.

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74 **4.2 ONLINE PAYMENT PROVIDER**

75 Kochendorfer displayed the current bill system that we are using (Intellipay) for internet payments. She
76 stated that the online bill is cumbersome and not lined up correctly. She outlined a few of the issues that
77 the department is seeing with Intellipay.

78 Kochendorfer stated that she has been researching the Xpress Billpay provide. Jake Kendell, from Xpress
79 Billpay presented their product to Council. He stated that everything is hosted on their service and have
80 security measures in place. Kochendorfer stated that the clerks will be able to log in and pull up anyone’s
81 account. She stated that the card number would be stored in the system securely. Garrett stated that we do
82 not have that capability now. Kendell stated that Xpress Billpay would receive the email addresses from
83 Intellipay customers and send them an email to let them know of the transition, if the City decides to
84 work with Xpress Billpay. Garrett stated that we currently are paying Intellipay based on transactions.
85 Kendell stated that they charge .34 per transaction for credit and debit cards and .44 for bank EFT.
86 Kochendorfer stated that Intellipay charges a lower fee per transaction, noting that this would cost the
87 city more money, but with better customer service.

88 Council Member Brown stated that he is against the higher fees.

89 Kendell demonstrated how to pay a bill online. Kochendorfer stated that if customers saw how easy it is
90 to pay online, they would use it and we would be able to go paperless with their bills and send a blast
91 email of the newsletter to residents. Garrett stated that residents can put limits on the amount pulled from
92 their credit card, called a “safety limit”. Kochendorfer stated that Xpress Billpay easily links up with
93 Caselle for reconciliations.

94 Council Member Monsen would like to know how much we are paying now and how much more would
95 we be paying and is the cost worth it. Kochendorfer stated that it is estimated at around \$6,000 more for
96 Xpress Billpay. Kendell stated that he will get Council the percentage of the increase. He stated that the

97 majority of his customers do sign up for paperless billing. Kochendorfer stated that the initial set up fee is
98 \$1500 and no yearly maintenance. Kochendorfer stated that the bill files will link up with Freedom
99 Mailing. Council Member West asked for the anticipated soft savings, as well as the statistical
100 information that Council Member Brown asked for.
101 Kochendorfer stated that she has researched several other providers. Garrett stated that it is a better
102 product for customers and staff all around.
103 Council stated that they would like to consider the conversation once the financial details are given.
104 Council Member Monsen stated that he is concerned about the money, acknowledging that the primary
105 responsibility is to the residents. Kendell stated that they would save the city money on the merchant side
106 with Chase Bank using the state utility Visa rates.
107 Council Member Brown stated that Council is interested in the idea, but would like more information on
108 the topic.

109 **4.3 UTILITY BILL LAYOUT- UPDATED**

110 Kochendorfer explained the new Utility Bill Layout, stating that the new bill may have a 12 month bar
111 graph history, however she noted that it is a \$535.00 a year expense.
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114 **4.4 WELCOME PACKET/BROCHURE- UPDATED**

115 Kochendorfer gave Council the updated packet brochure. She stated that the packet can be available in
116 hard copy or online. She stated that the packet will include city information, as well as current
117 information. Kochendorfer stated that she sent landlords the brochure and offered to mail the welcome
118 brochure to their renters.
119

120 **BREAK**

120 **6:15 - 6:30 P.M.**

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123 **6. PRESENTATION: OPEN MEETINGS ACT AND NON-DISCRIMINATION TRAINING**

124 City Attorney Bill Morris provided the Open Meetings Act Training to members of Council and
125 Planning Commission per state law. He provided training on harassment and discrimination.
126

127 **7. ADJOURN WORK SESSION**

128 Mayor pro Tempe Barker adjourned the work session at 7:03 P.M.
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132 _____
Date Approved

132 _____
City Recorder

City Council Staff Report

Author: Gina Kochendorfer, City Treasurer

Subject: FY 2019 Budget Adjustment

Date: January 15, 2019

Type of Item: Work Session – Presentation and Direction



Summary Recommendations: To amend the FY 2019 budget and fee schedule for credit card/EFT payments and convenience fees.

Topic: VISA RULES & REGULATIONS

Background: It was recently brought to our attention that the City’s policies and procedures for processing credit card/EFT payments do not conform to certain rules as outlined in the VISA Core Rules and Visa Product and Services Rules dated October 13, 2018.

Finance staff presented to the Council during the January 8, 2019, work session options that would conform with VISA rules. The following changes to the City’s policies and procedures for card/EFT payment processing will ensure conformance with VISA card processing rules:

- The City **will not be** allowed to charge *Convenience Fees* for:
 - *Card-Present Environment* (if the person is at the City office with their card in hand); or
 - *Recurring or Installment Transaction* (our auto-pay recurring payments set up online); or
 - *Payments for Utility Services* (i.e. water, sewer, garbage storm water)

- The City **will be** allowed to:
 - Charge *Service Fees* for *Non-Utility Services* (i.e. building permits, business licenses, court fines, animal licensing, recreation, etc.). It is proposed that *service fees for non-utility service* be charged at a flat 2%. It is estimated that said fee will cover the costs imposed upon the City for card processing.

 - In lieu of charging *Convenience Fees* the City will now be able to secure **reduced merchant rates/fees** (paid for by City) when entering into a “Utah State Contract Rate” vs. the current “Government Rate”.
 - **Exhibit B** – *Current* Government Rates for card processing
 - **Exhibit C** – *Proposed* Utah State Contract Rates for card processing

The attached **Exhibit A** summarizes the estimated fiscal impact when conforming to these rules. For the remainder of FY 2019, a budget adjustment will not be necessary as the convenience fees collected during the first half of the year have exceeded the costs by approximately \$600/mo. This excess is expected to be sufficient to cover the impacts of discontinuing the use of

Convenience Fees through the end of the fiscal year. An adjustment to the fee schedule, however, will be necessary.

For FY 2020, it is estimated that the net cost to conform with VISA card processing rules as described above will be \$5,500 for utility service payments and a zero net cost for non-utility service payments. Preliminary estimates show this additional cost to increase a base residential user by approximately \$0.10.

Department Review: City Manager, Finance Director, City Treasurer

- A. **Approve the Request:** Staff recommends that the City Council amend the FY 2019 Budget and Related Fee Schedule to discontinue the use of “Convenience Fees” *and* impose a new “Card Service Fee” of 2% for non-utility service payments.

- B. **Deny the Request:** Council may continue non-conforming current practice of processing card/EFT payments subject to the terms and conditions of VISA violation rules.

- C. **Table the item:** Council may table the item for further discussion/action.

City of Washington Terrace
County of Weber, State of Utah

RESOLUTION NO. 19-01

**A RESOLUTION AMENDING THE CITY OF WASHINGTON TERRACE
FISCAL YEAR 2018-2019 BUDGET AND/OR FEE SCHEDULE**

WHEREAS, it is the desire of the City Council of the City of Washington Terrace to continue to function in an efficient and cost efficient manner in providing the citizens with a safe and healthy environment; and

WHEREAS, the Washington Terrace City Council deems it necessary to amend the Fiscal Year 2018- 2019 Budget and/or fee schedule as attached hereto.

NOW THEREFORE BE IT RESOLVED by the City Council of Washington Terrace City to amend the Fiscal Year 2018- 2019 budget and fee schedule as attached hereto.

APPROVED this 15TH day of January 2019

City of Washington Terrace

Mark C. Allen, Mayor

ATTEST:

(SEAL)

Amy Rodriguez, City Recorder

Roll Call Vote:

Council Member Brown

Council Member Barker

Council Member Monsen

Council Member West

Council Member Weir

FEE SCHEDULE

Administration	FY 2019	FY 2019 Adj
Candidate Filing Fee	25.00	
City Zoning Maps		
11"x17"	1.00	
17"x24"	4.00	
Copies/reproduction	0.50	
Credit Card/EFT Convenience Fee per transaction(1)	1.90	0
Card Payment Fees		
Utility		0
Non-Utility Services		2%
Return Check	27.00	
GRAMA Records Request	\$0.50/page	
Payroll deductions (non-city sponsored)	\$5 /deduction/	
Newsletter Advertisements		
3"x5" Business Card Size	60.00	
1/3rd page	80.00	
Insert (1)(a)	100.00	

(1) Credit card convenience fee, 3% for transactions over \$300. Amended Res 19-01.

(1)(a) Plus applicable printing, folding, and mailing fees. Inserts available only for partner organizations that support directly or indirectly the City objectives as determined by the City Manager.

EXHIBIT A

Estimated Fiscal Impact

(subject to change based on utilization)

PROPOSED - NO FEE FOR UTILITY SERVICES & 2% FLAT FEE FOR NON-UTILITY SERVICES

	Utility Services	Non-Utility Services	TOTAL
(1) Merchant Fee Expense (monthly)	\$ 460	\$ 165	\$ 625
(2) Service Fee Revenue (monthly)	\$ -	\$ (165)	\$ (165)
EST. NET COST - (MONTHLY)	\$ 460	\$ -	\$ 460
EST. NET COST - (ANNUAL)	\$ 5,520	\$ -	\$ 5,520
EST. # of Transactions	529	165	694

(1) Merchant imposed fees for card payments processed by City.

(2) City impose a flat 2% Service Fee to customers using card payments for non-utility services

AND discontinue Convenience Fees for utility service payments.

EXHIBIT B

ANALYSIS OF PERCENTAGES CHARGED BY CHASE MERCHANT SERVICES ON CREDIT CARD PAYMENTS

CURRENT RATES

JULY 2018 THROUGH DECEMBER 2018 FOR AVERAGES

% DEPENDS ON CARD TYPE USED*	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18
MC BUS SPEND LEVEL 4 DATA RATE I					2.96	
MCCOMMDATA RATE 1 GL MARKET FLEET	2.70	2.70		2.70	2.70	
MC REGULATED POS DEBIT WITH FRAUD ADJ	0.05	0.05	0.05	0.05	0.05	0.05
VISA BUS DEBIT - CARD PRESENT	1.70	1.70	1.70	1.70	1.70	1.70
VISA BUSINESS TIER 1 - RETAIL	2.20	2.20	2.20	2.20	2.20	2.20
VISA BUSINESS TIER 2 - RETAIL	2.30	2.30	2.30	2.30	2.30	2.30
VISA BUSINESS TIER 3 - RETAIL	2.40	2.40	2.40	2.40	2.40	2.40
VISA BUSINESS TIER 4 - RETAIL	2.50	2.50	2.50	2.50	2.50	2.50
VISA COMMERCIAL RETAIL PREPAID			2.15			
VISA CPS RETAIL CREDIT CARD	1.51	1.51	1.51	1.51	1.51	1.51
VISA CPS RETAIL DEBIT	0.80	0.80	0.80	0.80	0.80	0.80
VISA CPS RETAIL KEY ENTRY DEBIT	1.65	1.65	1.65	1.65	1.65	1.65
VISA CPS RETAIL KEY ENTRY PREPAID	1.75	1.75	1.75	1.75	1.75	1.75
VISA CPS RETAIL KEY-ENTRY	1.80	1.80	1.80	1.80	1.80	1.80
VISA CPS RETAIL PREPAID	1.15		1.15		1.15	1.15
VISA CPS REWARDS 1	1.65	1.65	1.65	1.65	1.65	1.65
VISA CPS REWARDS 2	1.95	1.95	1.95	1.95	1.95	1.95
VISA CPS SMALL TICKET			1.65		1.65	1.65
VISA CPS SMALL TICKET DEBIT	1.55	1.55		1.55	1.55	1.55
VISA CPS SMALL TICKET PREPAID					1.60	
VISA DEBIT & PREPAID REGULATED	0.05	0.05	0.05	0.05	0.05	0.05
VISA CPS SMALL TICKET DEBIT & PREPAID REG		0.05	0.05			0.05
VISA EIRF	2.30	2.30	2.30	2.30	2.30	2.30
VISA EIRF DEBIT	1.75	1.75	1.75	1.75	1.75	1.75
VISA EIRF PREPAID	1.80	1.80	1.80	1.80		
VISA INFINITE RETAIL CREDIT	2.10	2.10	2.10	2.10	2.10	2.10
VISA INTERREG STANDARD		1.60	1.60	1.60		
VISA NON-CPS DEBIT & PREPD REG	0.05	0.05	0.05	0.05	0.05	0.05
VISA PURCHASING CARD - CARD PRESENT		2.50		2.50	2.50	2.50
VISA SIGNATURE PREFERRED RETAIL	2.10	2.10	2.10	2.10	2.10	2.10
VISA SIGNATURE PREFERRED STANDARD	2.95	2.95	2.95	2.95	2.95	2.95
AVERAGE PERCENTAGE CHARGED MONTHLY	1.70	1.68	1.61	1.75	1.77	1.62

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* I DO HAVE THE INTERCHANGE DESCRIPTION BOOKLETS FOR THE CARD TYPE DESCRIPTIONS AT MY DESK

EXHIBIT C

ANALYSIS OF PERCENTAGES CHARGED BY CHASE MERCHANT SERVICES ON CREDIT CARD PAYMENTS

PROPOSED STATE CONTRACT RATES

JULY 2018 THROUGH DECEMBER 2018 FOR AVERAGES

% DEPENDS ON CARD TYPE USED*	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
MC BUS SPEND LEVEL 4 DATA RATE I					2.96		
MC BUS SPEND LEVEL 3 DATA RATE I							
MCCOMMDATA RATE 1 GL MARKET FLEET	2.70	2.70		2.70	2.70		
MC REGULATED POS DEBIT WITH FRAUD ADJ	0.05	0.05	0.05	0.05	0.05	0.05	
VISA BUS DEBIT - CARD PRESENT							
VISA BUSINESS TIER 1 - RETAIL							
VISA BUSINESS TIER 2 - RETAIL							
VISA BUSINESS TIER 3 - RETAIL							
VISA BUSINESS TIER 4 - RETAIL							
VISA COMMERCIAL RETAIL PREPAID							
VISA CPS RETAIL CREDIT CARD							
VISA CPS RETAIL DEBIT							
VISA CPS RETAIL KEY ENTRY DEBIT							
VISA CPS RETAIL KEY ENTRY PREPAID							
VISA CPS RETAIL KEY-ENTRY							
VISA CPS RETAIL PREPAID							
VISA CPS REWARDS 1							
VISA CPS REWARDS 2							
VISA CPS SMALL TICKET							
VISA CPS SMALL TICKET DEBIT							
VISA CPS SMALL TICKET PREPAID							
VISA DEBIT & PREPAID REGULATED	0.05	0.05	0.05	0.05	0.05	0.05	
VISA CPS SMALL TICKET DEBIT & PREPAID REG		0.05	0.05				0.05
VISA EIRF	2.30	2.30	2.30	2.30	2.30	2.30	
VISA EIRF DEBIT	1.75	1.75	1.75	1.75	1.75	1.75	
VISA EIRF PREPAID	1.80	1.80	1.80	1.80			
VISA INFINITE RETAIL CREDIT	2.10	2.10	2.10	2.10	2.10	2.10	
VISA INTERREG STANDARD		1.60	1.60	1.60			
VISA NON-CPS DEBIT & PREPD REG	0.05	0.05	0.05	0.05	0.05	0.05	
VISA PURCHASING CARD - CARD PRESENT		2.50		2.50	2.50	2.50	
VISA SIGNATURE PREFERRED RETAIL							
VISA SIGNATURE PREFERRED STANDARD	2.95	2.95	2.95	2.95	2.95	2.95	
AVERAGE PERCENTAGE CHARGED MONTHLY	1.53	1.49	1.27	1.62	1.74	1.31	1.49

* I DO HAVE THE INTERCHANGE DESCRIPTION BOOKLETS FOR THE CARD TYPE DESCRIPTIONS AT MY DESK

**CITY OF WASHINGTON TERRACE
RESOLUTION 19-02**

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,
ENTERING AN INTERLOCAL AGREEMENT BETWEEN THE CITY
AND WEBER COUNTY FOR STORM WATER MANAGEMENT**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 3, Utah Code Annotated, 1953 as amended, permits 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;

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, provides that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

WHEREAS, The County proposes a new Interlocal Agreement (hereafter “Agreement”) for storm water management attached hereto as Exhibit “A” and incorporated herein by this reference;

WHEREAS, the City of Washington Terrace (hereafter “City”) have entered prior agreement(s) relating to storm water management with Weber County(hereafter “County”), and the City and County receive mutual benefit by entering this Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington Terrace that the Agreement for Storm Water Management attached hereto as Exhibit “A” and incorporated herein by this reference is approved and adopted. The City Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto for and on behalf of the City.

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

MARK C. ALLEN, Mayor

ATTEST:

AMY RODRIGUEZ, City Recorder

Roll Call Vote
Council Member Brown
Council Member Barker
Council Member Monsen
Council Member Weir
Council Member West

**Interlocal Agreement Relating to Obligations
Required for a Small MS4 General UPDES Permit No. UTR090000
For
Storm Water Management**

This Agreement made effective this ____ day of _____, ____ is entered into by and among the City of Washington Terrace (hereafter “City”), and Weber County (hereafter “County”).

Recitals

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended, permits public agencies 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, all of the parties hereto are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, the County is a body politic duly organized under the laws of Utah;

WHEREAS, the City is a municipal corporation duly organized under Title 10 of the Utah Code Annotated, as amended;

WHEREAS, in accordance with the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1987, and the Utah Water Quality Act, together with federal and state regulations adopted pursuant to such Acts, the County and the City, as operators of storm water systems, must reduce pollutants in storm water to the Maximum Extent Practicable (hereafter “MEP”) to protect water quality;

WHEREAS, the Phase 2 NPDES and UPDES Storm Water Regulations (hereafter “Regulations”) specify that compliance with the Regulations can be attained by developing, implementing and enforcing a storm water management plan which incorporates Best Management Practices addressing State of Utah Department of Environmental Quality Division of Water Quality Small MS4 General UPDES Permit, No. UTR090000 (MS4 Permit)

WHEREAS, pursuant to said MS4 Permit Section 4.3. Sharing Responsibility, the County and the City as Permittees may share with each other the implementation of the MS4 Permit Section 4.2. Minimum Control Measures; listed in Permit Articles:

- 4.2.1 Public Education and Outreach on Storm Water Impacts
- 4.2.2 Public Involvement /Participation
- 4.2.3. Illicit Discharge Detection and Elimination (IDDE)
- 4.2.4. Construction Storm Water Runoff Control
- 4.2.5. Long-Term Storm Water Management in New Development and Redevelopment (Post-Construction Storm Water management)

4.2.6. Pollution Prevention and Good Housekeeping for Municipal Operations;

through a written agreement with the obligations of said Permit to be maintained as part of each Permittee's Storm Water Management Plan or SWMP.

WHEREAS, the County and the City desire to work cooperatively in compliance with the MS4 Permit and subsequent renewals of the MS4 Permit with other relevant federal and state storm water Regulations as enacted within the time period of this agreement or through subsequent extensions to this agreement;

NOW, THEREFORE, for the reasons cited above, and in consideration of the mutual covenants and agreements contained herein, the City and County do mutually agree and undertake as follows:

Section One

Scope of Agreement

Intent. The parties intend by this Agreement to co-permit with one another in compliance to and for the implementation of the State of Utah Department of Environmental Quality Division of Water Quality MS4 Permit.

Specifically, this Agreement addresses the obligations of the County and the City in relation to compliance with the Regulations which require developing, implementing and enforcing a storm water management plan (SWMP) incorporating Best Management Practices. Each party remains responsible for its own implementation of its Storm Water Management Plan.

1. County Storm Water Management. The County shall provide for Storm Water Management Administration in accordance with the relevant rules and regulations and laws imposed upon the County.
2. Golden Spike Stormwater Coalition Management. The County, after following its procurement process, shall select and provide a contracted entity or firm to serve as a Golden Spike Stormwater Coalition Manager to assist in the direction and management of the Golden Spike Stormwater Coalition. If allowed by the County's procurement law, the City and each other member of the Coalition shall have the right to provide input regarding the selection of the Coalition Manager. After the contract with the Manager is in place, the Coalition shall supervise the Manager. The agreement of a majority of all Coalition members shall be required for any decision of the Coalition to take effect. Each Coalition member shall have an equal vote in all decisions to be made by the Coalition.
3. Co-permitting. The County and the City mutually agree to jointly implement the current and subsequent MS4 Permit, which may be renewed on a 5 year basis, and shall provide one another with the relevant management plan, storm water information, and other necessary documentation relevant to said MS4 Permit, with applicable forms provided by the Department of Environmental Quality.

4. Services Provided. Each party shall be responsible for each of the following control measures within its own jurisdictional boundaries (i.e., in unincorporated areas for the County, and within the municipal boundaries for the City) but shall not be responsible for the control measures in other jurisdictions, except as noted below. However, upon request, a party may agree to work cooperatively with the other party on a control measure within the other party's jurisdictional boundaries.
 - a. Public Education and Outreach. The parties shall work with the Manager of the Golden Spike Stormwater Coalition to provide materials and coordinate educational activities within their jurisdictions, including but not limited to media and public relations, publications and advertisements, and school outreach programs. The Manager shall receive and respond to concerns from all Coalition members and relevant public committee recommendations. Coalition members may do additional public education and outreach at their discretion.
 - b. Public Involvement and Participation. The County shall participate actively with the City through the Golden Spike Stormwater Coalition for public involvement and participation for addressing storm water issues.
 - c. Illicit Discharge Detection and Elimination. In coordination with the Weber-Morgan Health Department, the County shall provide for this control measure as it relates to mapping and coordinating of discharges occurring in multiple jurisdictions, or otherwise crossing jurisdictional boundaries between the Coalition participants.
 - d. Construction Site Runoff Control.
 - e. Post Construction Storm Water Management.
 - f. Pollution Prevention and Good House Keeping.
5. Annual Fee. The County, through its participation in the Golden Spike Stormwater Coalition, may assess an annual fee to the City and other Coalition participants to reimburse the County for the costs of administering the contract, including the costs of compensation to the entity or firm serving as the Coalition Manager, copy costs, brochure and publication costs, community outreach program costs, etc. This fee will equal the City's share of the total of such costs, with each Coalition member paying an equal share. The City agrees to pay the fee assessed by the County, in a timely manner, upon receiving a written billing notice for the same from the Coalition or County. Each party will establish and maintain its own budget for income and expenses related to this agreement. Each party will be responsible for acquiring, holding, and disposing of all property to be used under this agreement, except as otherwise stated or implied in this agreement.
6. Limitations. Except as outlined by this Agreement or by agreement separate from this, neither party assumes any responsibility to inspect, install, operate or otherwise maintain the other party's storm water system, storm water program, or storm water utility. Further, this

Agreement does not impose on either party any duty regarding storm water management, fees, inspections, or any other types of activity outside the scope of this Agreement.

7. Designated Contacts. The City shall designate its contact with the County for any and all issues which may arise under this Agreement. The County designates the Weber County Engineer as its contact with the City for any and all issues which may arise under this Agreement. The County and the City contacts may also consult with each other from time to time on the status of mutual relations and the terms of this Agreement. To the extent that any administration of this Agreement becomes necessary, then the parties' contacts, or their successors, shall constitute a joint board for such purpose, and each party shall have an equal vote in any decision that needs to be made.

Section Two

General Provisions

1. Term and Renewal. This Agreement shall automatically terminate upon the expiration of the term of the current MS4 permit. If the MS4 permit is renewed or extended, then the parties may renew this Agreement to match the term of the renewed MS4 permit.
2. Termination. This Agreement may be terminated by either party upon ninety (90) days written notice from the Mayor or County Commission provided either to the County Clerk or the City Recorder, as the case may dictate. Upon termination of the Agreement, each party shall retain all property that it has contributed to this joint effort and that remains in the possession of either party, unless the parties negotiate for the transfer of the property to the other party for adequate consideration.
3. Effective Date. This Agreement shall become effective upon compliance with state law governing interlocal cooperation agreements and upon ratification by the parties as provided in U.C.A. Title 11, Chapter 13, Part 2, as amended.
4. Amendment. This Interlocal Agreement may be changed, modified, or amended by written agreement of the participants, upon adoption of appropriate resolutions from the County and the City, along with being approved as to form by the County Attorney and City Attorney, and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
5. Entire Agreement. This Agreement, together with any written amendments, shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except for the resolutions of each party herein attached and incorporated by reference.
6. Indemnification. Each party agrees to indemnify, defend, and save and hold the other party and its respective officers, trustees, agents, employees, and permitted assigns harmless against and in respect of the following:

- a. all claims, losses, liabilities, damages, costs, deficiencies, and expenses affecting any persons or property as a result of the indemnifying party's actions;
 - b. any misrepresentation, material omission, breach of warranty, or non-fulfillment of any covenant or agreement by the indemnifying party, relating to this Agreement; and
 - c. any and all actions, suits, proceedings, demands, assessments, judgments, costs, legal and accounting fees, and other expenses incident to any of the foregoing.
7. Employee Status. It is understood and agreed by the parties that any and all personnel furnished by the parties shall remain employees of the respective parties and shall abide by the personnel policies of the respective parties.
8. Hired Consultant Status. It is understood and agreed by the parties that any consultant including and not limited to the firm or entity serving as Coalition Manager as engaged by the County to provide management for the Coalition shall not be, and shall not represent themselves as, employees of the respective parties.
9. Warranties. Each party represents and warrants that it is a public agency within the meaning of the Interlocal Cooperation Act, is authorized to execute and deliver this Agreement and there is no litigation, legal action or investigation between the parties that would adversely affect this Agreement.
10. Documents on File. Executed copies of this Agreement shall be placed on file in the office of the County Clerk and the City Recorder and shall remain on file for public inspection for the duration of this Agreement.
11. Governing Law. It is understood and agreed by the parties that this Agreement shall be governed by the laws of the State of Utah as to interpretation and performance.
12. Non-transferable. This rights, duties, powers and obligations of this Agreement may not be transferred, assigned or delegated without the consent of the parties.
13. Rules of Construction and Severability. Standard rules of construction, as well as the context of this agreement, shall be used to determine the meaning of the provisions herein, except as follows: If any of the provisions herein are different from what is normally allowed or required by law, every effort shall be made to construe the clauses to be legally binding and to infer voluntary arrangements which are in addition to what is normally allowed or required by law. If any provision, article, sentence, clause, phrase, or portion of this agreement, including but not limited to any written amendments, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this agreement, unless the invalidation of the provision materially alters the agreement by interfering with the purpose of the agreement or by resulting in non-compliance with applicable law. If the invalidation of the provision materially alters the agreement, then the parties shall negotiate in good faith to modify the agreement to match, as

closely as possible, the original intent of the parties. It is thus the intention of the parties that each provision of this agreement shall be deemed independent of all other provisions herein, as long as the overall purpose of the agreement is preserved.

14. Additional Interlocal Cooperation Act provisions. In satisfaction of the requirements of the Interlocal Cooperation Act, the parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party, pursuant to Section 11-13-202.5.
- 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.
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each party pursuant to Section 11-13-209.
- d. This Agreement shall become effective upon (a) its approval and execution by each party and (b) the filing of an executed copy of this Agreement with the keeper of records of each of the parties.
- e. Immediately after execution of this Agreement by both parties, each party shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219.
- f. The parties agree that they do not, by this Agreement, create an interlocal entity or any separate entity.

Interlocal Agreement Relating To Obligations
Required For a Small MS4 General UPDES Permit No. UTR090000
For
Storm Water Management

DATED this ____ Day of _____, ____

FOR WEBER COUNTY:

(Chair, Weber County Commission)

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

County Clerk

County Attorney

DATED this ____ Day of _____, 2019

FOR the CITY OF WASHINGTON TERRACE _____:

Mayor, Washington Terrace

ATTEST:

APPROVED AS TO FORM AND COMPLIANCE
WITH APPLICABLE LAW:

City Clerk

City Attorney

City Council Staff Report

Author: Aaron Solomon

Subject: RAMP Application Funding Approval
For the Rohmer Park entrance roadway and parking.

Date: January 9th, 2019

Type of Item: Approval of Matching Funds



Summary Recommendations: The City recommends the council approval of matching city funds to be used on the project if the grant application is awarded by Weber County.

Description:

- A. **Topic:** Weber County RAMP Grant Funding will be available if the City's RAMP grant application is approved and awarded by the County. However in order to increase the chances of the application approval the City needs to match the awarded funds by 50%.
- B. **Background:** Washington Terrace City will be submitting a RAMP application in January of 2019 for the Rohmer Park entrance roadway and parking lot including the finished round about surrounding Little Rohmer Park. This project will really complete the phases of our road construction to the Park of prior years. The entire project is engineered estimated at \$510,370.00. The application being turned in by the City is asking Weber County for a 50/50 match totaling the amount of \$255,185.00 leaving the City responsible for the other half of the total project cost. The City's half of the budget will come from the Public Works Facility Residual project construction fund and related investment earnings of \$240,000.00. And the remaining \$15,185.00 will come from the General Capital Projects Fund.
- 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 Grant funds and the City's recreation facilities Master Plan.

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.

Continue the Item: Continuation of the item will postpone the progress of the new additions to the facilities

City Council Staff Report

Author: Steve Harris, Amy Rodriguez

Subject: CDBG Grant Applications

Date: 01-15-19

Type of Item: Motion



Summary Recommendations: Staff is requesting formal approval from Council to commit to the City contribution match for the 2019 CDBG application for Water Main piping to feed water to Storage Tank #1 off 500 West and the application for the Fire Equipment: Brush Truck Pump Unit.

Description:

- A. **Background:** In December 2018, Council approved a five year projected Capital Investment Plan, with the intent that the City would apply for a CDBG grant to help fund the number one ranked project, Water main piping to feed water to Storage Tank #1 off 500 West. The second ranked project is the Brush Truck Skid Unit for the Fire Department.
- The City will be applying for the CDBG grants for the 2019 funding year. The applications are going through review with our AOG rep. and will be submitted by the deadline the last week in January. In order to receive the maximum points in ranking, the City will match the grant with 38.5 percent, as has been the practice in previous grant applications. The water project is estimated at \$350,125.00. The CDBG portion applied for will be \$220,000. The City match would be \$130,125. The estimate may vary as it gets closer to the final submittal deadline, and Council will be notified.
- The Fire Equipment project is estimated at \$49,704. The City match would be \$19,704. This will be the last year that the City will be allowed to apply for two grants. The maximum amount that cities can apply for is \$250,000 combined.

B. Project Descriptions:

Water main piping to feed water to Storage Tank #1 off 500 West. The CDBG request will combine Priority Rankings #1 and #2 on the Capital Investment Plan for 2019. The projects are listed as CW37 and CW39 in the updated 2018 Culinary Water Capital Facilities Plan completed in February, 2018. Total cost to complete the project is estimated to be \$350,125.00. The funding for this project will be taken from the Water Capital Facilities Fund.

Fire Equipment: Brush Truck Pump Unit: The City is requesting funds to replace our current Brush Truck Pump Unit. Our current unit was purchased in 2003 and has been remounted on three different brush trucks over 16 years. Due to age and new NFPA standards, it is reaching the end of its service life and is in need of replacement. The new unit will be custom made to fit on our current truck, thus eliminating the need to purchase a new truck with the skid unit already attached. The quoted price is \$49,704. The City

match price will be \$19,704. The funding for this project will be transferred in from the unspent department funds from FY18. This transfer will be included in the FY 20 Budget.

Alternatives:

- A. **Approve the Request:** Council may approve the request.
- B. **Deny the Request:** Council may deny the request.
- C. **Consequences of not taking the recommended action:** The City may lose funding if awarded the grant, or may need to change the scope of the project to accommodate any changes to the match if awarded.