



**Regular City Council Meeting**  
**Tuesday, February 16, 2016**  
**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.**  
Topics to include, but are not limited to: Water Consumption Analysis

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 FEBRUARY 2, 2016 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: ANIMAL CONTROL REPORT**

A presentation given by South Ogden Animal Control Officers regarding animal activity in Washington Terrace City.

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

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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.

**8.2 PRESENTATION: SHERIFF’S OFFICE MONTHLY REPORT**

The Weber County Sheriff’s Office will present on activity during the month of January 2016.

**8.3 DISCUSSION/MOTION: APPROVAL TO NOTIFY WEBER COUNTY COMMISSIONERS OF INTENTIONS TO RENEW THE INTERLOCAL AGREEMENT WITH WEBER COUNTY FOR LAW ENFORCEMENT SERVICES AND APPROVE THE 2016-2017 ANNUAL CONTRACT AMOUNT**

The current law enforcement contract expires in June 2016. Per the current interlocal agreement, the City must notify the Commissioners of its intent to renew the agreement for an additional 5 year contract. The Council will hold a discussion to approve the annual contract amount for the 2016-17 fiscal year.

**8.4 DISCUSSION/MOION: CHANGE ORDER APPROVAL FOR THE ADAMS AVENUE ROAD PROJECT CONTRACT**

To approve the change order amount for the Adams Avenue Road Project.

**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**

February 25<sup>th</sup>: Planning Commission Meeting 6:00 p.m.

February 29<sup>th</sup>: Leap Year

March 1<sup>st</sup>: City Council Work Session: 5:00 p.m.

March 1<sup>st</sup> : City Council Meeting 6:00 p.m.

March 16<sup>th</sup>: City Council Work Session 5:00 p.m.

March 16<sup>th</sup>: City Council Meeting 6:00 p.m.

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

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# City of Washington Terrace

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Minutes of a Regular City Council meeting  
Held on February 2, 2016  
City Hall, 5249 South 400 East, Washington Terrace City,  
County of Weber, State of

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

11 Mayor Mark C. Allen  
12 Council Member Scott Monsen  
13 Council Member Blair Brown  
14 Council Member Robert Jensen  
15 Council Member Scott Barker  
16 Council Member Val Shupe  
17 Public Works Director Steve Harris  
18 Finance Director Shari' Garrett  
19 Recreation Director Aaron Solomon  
20 City Manager Tom Hanson  
21 City Recorder Amy Rodriguez  
22 Lt. Jason Talbot

23

## **Others Present**

24 Charles and Reba Allen, Darrin Williams, Robert Biddle, Wallace Reynolds

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### **1. ROLL CALL**

6:00 p.m.

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### **2. PLEDGE OF ALLEGIANCE**

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### **3. WELCOME**

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### **4. CONSENT ITEMS**

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#### **4.1 APPROVAL OF AGENDA**

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#### **4.2 APPROVAL OF JANUARY 19, 2016, MEETING MINUTES**

36 Items 4.1 and 4.2 approved by general consent.  
37

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### **5. CITIZEN COMMENTS**

39 Resident Robert Biddle -5290 S 125 E- was concerned about backyard chickens being allowed in the  
40 City. He stated that he would not like the Council to approve backyard chickens. He stated that he has  
41 seen a chicken coop in a resident's backyard.  
42

43 Resident Clarice Biddle-5290 S 125 E- stated that she would like to give kudos to the staff for their  
44 efforts on plowing and attention given to areas when she has called the City for help. She stated that the  
45 neighbors on her street are very appreciative of the efforts of all involved.  
46

47 Resident Wallace Reynolds- 5200 S 300 E- also expressed his appreciation to the snow removal staff. He  
48 stated that the sidewalk along 300 East near Wright Park is not always shoveled and would appreciate the

49 staff to shovel the area.

50

51 **6. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN**  
52 **COMMENTS**

53 Hanson will contact Mr. Biddle about the chicken coop that he saw in a backyard in Washington Terrace.  
54 The City Inspector will be notified.

55

56 Hanson stated that staff tries to be responsive to calls of concern regarding snow removal. He stated that  
57 he will pass on Mr. Reynold’s concern to the Public Works Department regarding the sidewalk by Wright  
58 Park.

59

60 **7. NEW BUSINESS**

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62 **7.1 PRESENTATION: FINANCE QUARTERLY REPORT**

63 Garrett presented the second quarter report to Council. She stated that the projections in the general  
64 fund appear to be on track to be met. She stated that property taxes have increased by one percent, due to  
65 new construction. She stated that there is a slight decrease in franchise taxes, but nothing alarming.  
66 Garrett stated that there has been an increase in building permits due to commercial business renovations.  
67 Garrett noted that business licensing is on track, however, the amount is lower than last year due to late  
68 fee collections that took place.

69 Garrett stated that the increase in Class “C” monies will show in the next quarter. The fuel tax increase  
70 has taken effect as of January. The use of the funds will be used for road maintenance.

71 Garrett stated that there is a decrease in General Fund expenditures in the Public Works Department due  
72 to personnel changes.

73

74 Garrett stated that the refuse fund is meeting projections and causes no concerns.

75 Garrett stated that the City is in year 2 of the Well Use Agreement with Weber Basin Water. She stated  
76 that projections for revenue were at \$40,000 and the revenue is coming in at \$50,000. She noted that an  
77 adjustment will be made in the fund.

78 Garret stated that there are some challenges with the water and sewer funds. She stated that 71 percent of  
79 the user fee revenue is the revenue source for the water fund. Garrett stated that the City relies on user  
80 fees in the water fund and that the user fees are falling short of budget projections. She stated that this  
81 means that there is around a \$38,000 revenue shortfall in user fees and if the trend continues, the shortfall  
82 could go to around \$86,000. She would like to go over the water consumption numbers with Council and  
83 talk about response plan options at the next City Council work session. Garrett stated staff is looking at  
84 analysis as to the causes, noting that conservation plays a role, but acknowledges that there are several  
85 different possible reasons. Garrett stated that the City is more reliant on overages and when usage  
86 decreases, the City is hit hard because it relies on the overages.

87

88 Garrett stated that the City is still able to cover operating costs and current obligations. She stated that  
89 revenues are still exceeding expenditures. She noted that the reserves have been held for future debt  
90 obligations and capital projects that have been budgeted for.

91 Garrett stated that the sewer fund is more reliant on user fees than water (91 percent accounts for the  
92 revenue source) and the impacts are even greater on the sewer fund. Garrett noted that expenses are being  
93 covered in the sewer fund.

94 Garrett stated that the storm water fund is meeting projections.

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**7.2 MOTION: APPOINTMENT AND RE-APPOINTMENT OF PLANNING COMMISSIONERS**

Mayor Allen stated that he would like to re-appoint Charles Allen to serve on the Planning Commission. The Council reviewed 2 applications that were received. With Council advice and consent, The Mayor has selected Darren Williams to serve on the Commission. Council Member Brown stated that he appreciates the fact that Mr. Williams lives in the North End.

**Motion by Council Member Monsen  
Seconded by Council Member Barker  
To appoint Darren Williams to the Planning Commission  
And re-appoint Charles Allen to the Planning Commission  
Approved unanimously (5-0)**

**7.3 MOTION: APPROVAL OF THE VICTORY PARK RESTROOM CONSTRUCTION CONTRACT**

Hanson stated that the lowest bidder was Kevin Nelson at \$155,678.00. The City has applied for matching grants, however, the main funding source is the CDBG grant. Staff recommends the approval of the contract for the construction of the restroom. Harris stated that the contractor is currently building the bowery for Victory Park.

**Motion by Council Member Jensen  
Seconded by Council Member Shupe  
To approve the construction contract with  
Kevin Nelson Construction for  
The Victory Park Restroom Project  
Approved unanimously (5-0)**

**7.4 MOTION: APPROVAL OF THE CONTRACT FOR JANITORIAL SERVICES FOR CITY HALL AND THE SENIOR/CIVIC CENTER**

Hanson stated that Todd Smith Enterprises have been doing the custodial work for the City for quite some time. Hanson stated that bids were requested from other contractors, and Todd Smith Enterprises remained at the same price as they have in the past year. Hanson stated that staff recommends re-signing with the company for a 5 year contract with renewable options.

**Motion by Council Member Shupe  
Seconded by Council Member Jensen  
To approve the contract for Janitorial Services  
For Todd Smith Enterprises  
Approved unanimously (5-0)**

**7.5 PRESENTATION: WASATCH FRONT REGIONAL COUNCIL PRESENTATION ON TRANSPORTATION MEASURES**

Mayor Allen stated that he is involved in the Wasatch Front Regional Council (WFRC). He provided a packet for Council to review. He stated that he is involved in the Regional Growth Committee. He noted that there are many people involved in the Council. He brought the information to Council so that they are aware as to what is accomplished by government agencies in the meetings and the involvement that

145 they have in various issues.  
146 He noted that one of the byproducts of the WFRC is the Utah Unified Transportation Plan. The book now  
147 serves as a “best practice” for the United States. He stated that the plan is available online. The plan  
148 covers Utah’s transportation plan for 2015-2040. He stated that the plan is a collaborative effort and  
149 entails maps, active transportation, transit plans, among other things. The Mayor wanted to highlight the  
150 WFRC and the work that they do, noting that they are recognized throughout the states. He stated that  
151 many committees collaborate in making Utah a great place. The Mayor stated that the WFRC is very  
152 responsive to the needs expressed to them.  
153

154 **8. COUNCIL COMMUNICATION WITH STAFF**

155 There were no Council reports.  
156

157 **9. ADMINISTRATION REPORTS**

158 Hanson stated that he has not received a response from all the Planning Commissioners to set a date for  
159 the Planning Commission dinner.  
160

161 Hanson stated that staff would like to meet with Council concerning the General plan and Master plan for  
162 the City. He is suggesting a work session for the March 1<sup>st</sup> meeting. Hanson stated that the City will be  
163 provided a concept plan of the area in question for a new development.  
164

165 Hanson stated that he and the Mayor met with Utah Transit Authority in regards to proposition 1. He  
166 stated that UTA is interested in bus stops and bus stop shelters. Hanson stated that the City will be  
167 making land available for a bus stop shelter. Hanson stated that UTA is committed to keeping the funds  
168 generated in Weber County inside Weber County.  
169

170 Hanson stated that he and Council Member Shupe went to the legislative session this week, highlighting  
171 land use bill issues that will be brought before the legislature.  
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173  
174 **10. UPCOMING EVENTS**

- 175 February 15<sup>th</sup>: City offices closed in observance of President’s Day
  - 176 February 16<sup>th</sup> : City Council Meeting 6:00 p.m. ( Work session at 5:00 p.m.)
  - 177 February 25<sup>th</sup>: Planning Commission meeting 6:00 p.m.
- 178

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

180 Mayor Allen adjourned the meeting into the Arts and Culture Council Meeting at 6:59 p.m.  
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182 **12. ARTS AND CULTURE COUNCIL MEETING**

183 The Council adjourned into the Arts and Culture Council immediately following the regular meeting.  
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**Date Approved**

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**City Recorder**

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	Attack/Bite	Barking	Stray/Roam	Carcass Rem	Citizen Assis	Followup	Injured anim	Citations	Cruelty	Calls For Ser	Extra Patrol
Jan-16	3	3	13	0	5	7	2	2	1	30	0
Dec 15	0	1	16	0	2	1	0	2	1	21	0
Nov 15	1	3	7	1	1	1	1	0	1	17	1
Oct-15	2	9	14	2	1	0	1	3	0	28	2
Sep-15	2	4	17	1	0	5	2	9	0	32	0
15-Aug	3	12	10	1	5	8	0	0	5	44	1
Jul-15	4	2	11	0	1	3	1	3	1	26	0
Jun-15	1	7	7	1	2	13	0	4	3	34	0
15-May	2	3	16	1	0	14	1	0	2	39	0
15-Apr	3	1	15	0	2	4	0	2	2	21	3
15-Mar	2	1	8	0	0	2	0	2	2	18	1
Feb-15	1	5	10	0	0	2	0	4	1	24	5
Jan-15	1	2	7	1	0	4	0	2	2	21	3
14-Dec	1	3	7	0	4	7		1	2	24	1
14-Nov	1	6	6	0	2	0	0	0	5	22	2
Oct-14	2	1	27	0	2	1	2	1	1	38	1
14-Sep	3	6	8	0	3	3	0	4	1	26	3
14-Aug	1	2	11	5	1	1	1	2	1	35	13
14-Jul	1	6	11	0	0	11	2	11	2	33	10
Jun-14	0	5	12	0	0	1	1	4	2	23	
May-14	0	3	14	0	4	0	1	6	0	20	
14-Apr	2	3	19	1	3	2	0	25	0	34	
Mar-14	1	9	13	2	0	2	4	1	0	31	
Feb-14	2	1	7	1	1	1	1	0	2	16	
Jan-14	1	2	10	2		2	1		3	19	
Dec-13	1	1	0	0	0	2	0	1		1	
Nov-13	2	0	11	1	0	3	0	2		19	
Oct-13	2	3	14	0	8	1	1	2		32	
Sep-13	4	1	16	0	5	1	0	0		30	
Aug-13	4	0	7	0	7	1	2	17		26	

Jul-13	1	0	11	0	8	3	1	5	24
Jun-13	2	4	12	0	5	2	0	1	25
May-13	1	1	10	0	4	16	4	4	29
Apr-13	3	1	6	2	3	8	1	5	24
Mar-13	0	3	16	0	2	8	0	1	29
Feb-13	0	3	12	1	1	2	1	0	20
Jan-13	1	3	6	0	0	0	0	0	19
Dec-12	1	5	4	0	2	2	1	1	16
Nov-12	2	6	10	1	0	3	0	3	19
Oct-12	2	7	11	1	3	2	2	6	28
Sep-12	1	6	15	2	2	0	2	1	27
Aug-12	1	4	9	1	3	0	0	1	16
Jul-12	1	3	3	1	4	1	1	1	23

# Combined Statistics Report

W.T.

## Intake Type

12/01/15 to 12/31/15

<b>Cats</b>	<b>3</b>
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EUTH REQ	1
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STRAY	2
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<b>Dogs</b>	<b>5</b>
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RETURN	1
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STRAY	4
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<b>Total Intakes:</b>	<b>8</b>
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## Outcome Type

12/01/15 to 12/31/15

<b>Cats</b>	<b>1</b>
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EUTH	1
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CADAVER	1
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<b>Dogs</b>	<b>5</b>
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ADOPTION	2
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OWNER NEW	2
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RTO	3
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<b>Total Outcomes:</b>	<b>6</b>
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SOUTH OGDEN PD  
COMPLETED COMPLAINT SEARCH

Date Report Run : Wed, Feb-03-2016

SEARCH CRITERIA: which cad='P' and occ date between '01/01/2016' and '01/31/2016' and case\_type matches 'AN\*' and muni  
cipality='13' and jurisdiction='SO'

NUMBER OF RECORDS RETURNED: 24

OFF DATE	TIME	COMP #	TYPE OF CALL-INITIAL/FINAL	LOCATION	REPORT	FOUND	CLEARED BY
Jan-04-2016	15:46:43	130	ANCO	454 W 4675 S WASHINGTON	2016-130	YES	Completed
Jan-05-2016	14:13:33	163	ANCO	179 W 5400 S WASHINGTON	2016-163	YES	Completed
Jan-05-2016	14:42:42	165	ANCO	245 E 5150 S WASHINGTON	2016-165	YES	Completed
Jan-06-2016	08:02:28	186	ANCO	184 E 4300 S WASHINGTON	2016-186	YES	Completed
Jan-07-2016	15:39:02	251	ANCO	5510 S 225 E WASHINGTON	2016-251	YES	Completed
Jan-07-2016	16:18:32	252	ANCO	5169 S 300 W WASHINGTON	2016-252	YES	Completed
Jan-07-2016	16:36:00	253	ANCO	5098 S 550 W WASHINGTON	2016-253	YES	Completed
Jan-09-2016	13:38:53	342	ANCO	4343 S 275 W WASHINGTON	2016-342	YES	Completed
Jan-12-2016	09:47:59	452	ANCO	435 W 4800 S WASHINGTON	2016-452	YES	Completed
Jan-12-2016	13:01:25	464	ANCO	150 E 5600 S WASHINGTON	2016-464	YES	Completed
Jan-13-2016	08:10:48	492	ANCO	5021 S 300 W WASHINGTON	2016-492	YES	Completed
Jan-14-2016	08:47:23	547	ANCO	5021 S 300 W WASHINGTON	2016-547	YES	Completed
Jan-14-2016	16:28:03	572	ANCO	5021 S 300 W WASHINGTON	2016-572	YES	Completed
Jan-15-2016	13:01:48	603	ANCO	290 E 4800 S WASHINGTON	2016-603	YES	Completed
Jan-17-2016	09:06:52	707	ANCO	4800 S RIDGELINE DR WASHINGTON	2016-707	YES	Completed
Jan-20-2016	08:41:08	827	ANCO	5483 S 100 W WASHINGTON	2016-827	YES	Completed
Jan-20-2016	15:17:26	853	ANCO	E1 - 4930 S 350 E WASHINGTON	2016-853	YES	Completed
Jan-21-2016	14:42:58	896	ANCO	4481 S 200 W WASHINGTON	2016-896	YES	Completed
Jan-22-2016	21:39:10	962	ANCO	5475 S ADAMS AVE PKWY WASHINGTON	2016-962	YES	Completed
Jan-23-2016	03:02:09	971	ANCO	5475 S ADAMS AVE PKWY WASHINGTON	2016-971	YES	Completed
Jan-26-2016	11:24:46	1133	ANCO	248 W 5450 S WASHINGTON	2016-1133	YES	Completed
Jan-26-2016	13:43:50	1142	ANCO	4950 S 350 E WASHINGTON	2016-1142	YES	Completed
Jan-27-2016	08:36:41	1169	ANCO	4950 S 350 E WASHINGTON	2016-1169	YES	Completed
Jan-27-2016	15:04:39	1192	ANCO	5475 S ADAMS AVE PKWY WASHINGTON	2016-1192	YES	Completed

\* END OF COMPLETED COMPLAINT SEARCH REPORT \*

SOUTH OGDEN PD  
COMPLETED COMPLAINT SEARCH

Date Report Run : Wed, Feb-03-2016

SEARCH CRITERIA: which\_cad='P' and occ\_date between '01/01/2016' and '01/31/2016' and case\_type='BADO' and municipalit  
y='13' and jurisdiction='SO'

NUMBER OF RECORDS RETURNED: 3

OFF. DATE	TIME	COMP. #	TYPE OF CALL-INITIAL/FINAL	LOCATION	REPORT	FOUND	CLEARED BY
Jan-21-2016	12:17:55	887	BADO	1 - 302 E 5000 S WASHINGTON	2016-887	YES	Completed
Jan-22-2016	17:12:15	948	BADO	1 - 302 E 5000 S WASHINGTON	2016-948	YES	Completed
Jan-22-2016	17:17:15	949	BADO	1 - 302 E 5000 S WASHINGTON	2016-949	YES	Completed

\* END OF COMPLETED COMPLAINT SEARCH REPORT \*

SOUTH OGDEN PD  
COMPLETED COMPLAINT SEARCH

Date Report Run : Wed, Feb-03-2016

SEARCH CRITERIA: which\_cad='P' and occ\_date between '01/01/2016' and '01/31/2016' and municipality='13' and reporting\_officer='4081' and jurisdiction='SO'  
NUMBER OF RECORDS RETURNED: 12

OFF DATE	TIME	COMP.#	TYPE OF CALL-INITIAL/FINAL	LOCATION	REPORT	FOUND	CLEARED BY
Jan-05-2016	14:13:33	163	ANCO	179 W 5400 S WASHINGTON	2016-163	YES	Completed
Jan-05-2016	14:42:42	165	ANCO	245 E 5150 S WASHINGTON	2016-165	YES	Completed
Jan-12-2016	12:11:03	462	FOUP	5103 S 550 W WASHINGTON	2016-462	YES	Completed
Jan-12-2016	13:01:25	464	ANCO	150 E 5600 S WASHINGTON	2016-464	YES	Completed
Jan-14-2016	16:28:03	572	ANCO	5021 S 300 W WASHINGTON	2016-572	YES	Completed
Jan-15-2016	13:01:48	603	ANCO	290 E 4800 S WASHINGTON	2016-603	YES	Completed
Jan-20-2016	08:41:08	827	ANCO	5483 S 100 W WASHINGTON	2016-827	YES	Completed
Jan-20-2016	15:17:26	853	ANCO	E1 - 4930 S 350 E WASHINGTON	2016-853	YES	Completed
Jan-21-2016	14:42:58	896	ANCO	4481 S 200 W WASHINGTON	2016-896	YES	Completed
Jan-26-2016	11:24:46	1133	ANCO	248 W 5450 S WASHINGTON	2016-1133	YES	Completed
Jan-26-2016	13:43:50	1142	ANCO	4950 S 350 E WASHINGTON	2016-1142	YES	Completed
Jan-27-2016	15:04:39	1192	ANCO	5475 S ADAMS AVE PKWY WASHINGTON	2016-1192	YES	Completed

\* END OF COMPLETED COMPLAINT SEARCH REPORT \*

SOUTH OGDEN PD  
COMPLETED COMPLAINT SEARCH

Date Report Run : Wed, Feb-03-2016

SEARCH CRITERIA: which\_cad='P' and occ\_date between '01/01/2016' and '01/31/2016' and municipality='13' and reporting\_officer='4099' and jurisdiction='SO'

NUMBER OF RECORDS RETURNED: 4

OFF DATE	TIME	COMP.#	TYPE OF CALL-INITIAL/FINAL	LOCATION	REPORT	FOUND	CLEARED BY
Jan-04-2016	15:46:43	130	ANCO	454 W 4675 S WASHINGTON	2016-130	YES	Completed
Jan-11-2016	13:36:35	425	FOUP	4610 S 200 W WASHINGTON	2016-425	YES	Completed
Jan-11-2016	13:50:43	426	FOUP	4391 S 250 W WASHINGTON	2016-426	YES	Completed
Jan-12-2016	09:47:59	452	ANCO	435 W 4800 S WASHINGTON	2016-452	YES	Completed

\* END OF COMPLETED COMPLAINT SEARCH REPORT \*

SOUTH OGDEN PD  
COMPLETED COMPLAINT SEARCH

Date Report Run : Wed, Feb-03-2016

SEARCH CRITERIA: which caq='P' and occ date between '01/01/2016' and '01/31/2016' and municipality='13' and reporting officer='4102' and jurisdiction='SO'  
NUMBER OF RECORDS RETURNED: 5

OFF DATE	TIME	COMP.#	TYPE OF CALL-INITIAL/FINAL	LOCATION	REPORT	FOUND	CLEARED BY
Jan-07-2016	15:39:02	251	ANCO	5510 S 225 E WASHINGTON	2016-251	YES	Completed
Jan-07-2016	16:36:00	253	ANCO	5098 S 550 W WASHINGTON	2016-253	YES	Completed
Jan-21-2016	12:17:55	887	BADO	1 - 302 E 5000 S WASHINGTON	2016-887	YES	Completed
Jan-22-2016	17:17:15	949	BADO	1 - 302 E 5000 S WASHINGTON	2016-949	YES	Completed
Jan-27-2016	08:36:41	1169	ANCO	4950 S 350 E WASHINGTON	2016-1169	YES	Completed

\* END OF COMPLETED COMPLAINT SEARCH REPORT \*

SOUTH OGDEN PD  
COMPLETED COMPLAINT SEARCH

Date Report Run : Wed, Jan-06-2016

SEARCH CRITERIA: which\_cad='P' and occ\_date between '12/01/2015' and '12/31/2015' and case\_type matches 'AN\*' and muni  
cipality='13' and jurisdiction='SO'  
NUMBER OF RECORDS RETURNED: 16

OFF. DATE	TIME	COMP. #	TYPE OF CALL-INITIAL/FINAL	LOCATION	REPORT	FOUND	CLEARED BY
Dec-01-2015	16:42:40	15243	ANCO	362 E 4575 S WASHINGTON	2015-15243	YES	Completed
Dec-02-2015	13:13:28	15290	ANCO	268 E 4800 S WASHINGTON	2015-15290	YES	Completed
Dec-02-2015	14:25:15	15296	ANCO	541 E 5350 S WASHINGTON	2015-15296	YES	Completed
Dec-04-2015	16:02:48	15357	ANCO	541 E 5350 S WASHINGTON	2015-15357	YES	Completed
Dec-07-2015	13:05:03	15477	ANCO	314 W 4525 S WASHINGTON	2015-15477	YES	Completed
Dec-07-2015	13:08:37	15478	ANCO	5289 S RIDGELINE DR WASHINGTON	2015-15478	YES	Completed
Dec-08-2015	08:21:08	15522	ANCO	435 W 4525 S WASHINGTON	2015-15522	YES	Completed
Dec-09-2015	15:58:32	15603	ANCO	388 W 4525 S WASHINGTON	2015-15603	YES	Completed
Dec-09-2015	17:33:38	15608	ANCO	209 W 4800 S WASHINGTON	2015-15608	YES	Completed
Dec-10-2015	12:36:09	15659	ANCO	5473 S 200 W WASHINGTON	2015-15659	YES	Completed
Dec-16-2015	11:10:41	15947	ANCO	136 E 4600 S WASHINGTON	2015-15947	YES	Completed
Dec-18-2015	09:30:21	16040	ANCO	152 W 5350 S WASHINGTON	2015-16040	YES	Completed
Dec-18-2015	12:06:38	16050	ANCO	4376 S 250 W WASHINGTON	2015-16050	YES	Completed
Dec-18-2015	13:39:00	16056	ANCO	152 W 5350 S WASHINGTON	2015-16056	YES	Completed
Dec-21-2015	08:40:59	16148	ANCO	5483 S 200 W WASHINGTON	2015-16148	YES	Completed
Dec-21-2015	10:13:03	16154	ANCO	4315 S 125 W WASHINGTON	2015-16154	YES	Unable to locat

\* END OF COMPLETED COMPLAINT SEARCH REPORT \*

SOUTH OGDEN PD  
COMPLETED COMPLAINT SEARCH

Date Report Run : Wed, Jan-06-2016

SEARCH CRITERIA: which\_cad='P' and occ\_date between '12/01/2015' and '12/31/2015' and case\_type='CRAN' and municipalit  
y='13' and jurisdiction='SO'  
NUMBER OF RECORDS RETURNED: 1

OFF DATE	TIME	COMP.#	TYPE OF CALL-INITIAL/FINAL	LOCATION	REPORT	FOUND	CLEARED BY
Dec-21-2015	17:54:42	16180	CRAN	5396 S 300 W WASHINGTON	2015-16180	YES	Completed

\* END OF COMPLETED COMPLAINT SEARCH REPORT \*

SOUTH OGDEN PD  
COMPLETED COMPLAINT SEARCH

Date Report Run : Wed, Jan-06-2016

SEARCH CRITERIA: which\_cad='P' and occ\_date between '12/01/2015' and '12/31/2015' and municipality='13' and reporting\_officer1='4081' and jurisdiction='SO'  
NUMBER OF RECORDS RETURNED: 10

OFF.DATE	TIME	COMP.#	TYPE OF CALL-INITIAL/FINAL	LOCATION	REPORT	FOUND	CLEARED BY
Dec-01-2015	16:42:40	<del>15243</del>	ANCO	362 E 4575 S WASHINGTON	2015-15243	YES	Completed
Dec-02-2015	13:13:28	<del>15290</del>	ANCO	268 E 4800 S WASHINGTON	2015-15290	YES	Completed
Dec-02-2015	14:25:15	<del>15296</del>	ANCO	541 E 5350 S WASHINGTON	2015-15296	YES	Completed
Dec-08-2015	08:21:08	<del>15522</del>	ANCO	435 W 4525 S WASHINGTON	2015-15522	YES	Completed
Dec-09-2015	15:58:32	<del>15603</del>	ANCO	388 W 4525 S WASHINGTON	2015-15603	YES	Completed
Dec-09-2015	17:33:38	<del>15608</del>	ANCO	209 W 4800 S WASHINGTON	2015-15608	YES	Completed
Dec-16-2015	11:10:41	<del>15947</del>	ANCO	136 E 4600 S WASHINGTON	2015-15947	YES	Completed
Dec-18-2015	12:06:38	<del>16050</del>	ANCO	4376 S 250 W WASHINGTON	2015-16050	YES	Completed
Dec-18-2015	16:16:03	16070	FOUP	152 W 5350 S WASHINGTON	2015-16070	YES	Completed
Dec-23-2015	15:57:42	16288	FOUP	421 W 5300 S WASHINGTON	2015-16288	YES	Completed

\* END OF COMPLETED COMPLAINT SEARCH REPORT \*

SOUTH OGDEN PD  
COMPLETED COMPLAINT SEARCH

Date Report Run : Wed, Jan-06-2016

SEARCH CRITERIA: which\_cad='P' and occ\_date between '12/01/2015' and '12/31/2015' and municipality='13' and reporting\_officer1='4099' and jurisdiction='SO'

NUMBER OF RECORDS RETURNED: 4

OFF DATE	TIME	COMP.#	TYPE OF CALL	INITIAL/FINAL	LOCATION	REPORT	FOUND	CLEARED BY
Dec-07-2015	11:22:49	15466	POUP		265 E 4300 S WASHINGTON	2015-15466	YES	Completed
Dec-07-2015	13:08:37	<del>15478</del>	<del>AWCC</del>		5289 S RIDGELINE DR WASHINGTON	2015-15478	YES	Completed
Dec-21-2015	08:40:59	<del>16148</del>	<del>AWCC</del>		5483 S 200 W WASHINGTON	2015-16148	YES	Completed
Dec-21-2015	10:13:03	<del>16154</del>	<del>AWCC</del>		4315 S 125 W WASHINGTON	2015-16154	YES	Unable to locat

\* END OF COMPLETED COMPLAINT SEARCH REPORT \*

SEARCH CRITERIA: which\_cad='P' and occ\_date between '12/01/2015' and '12/31/2015' and municipality='13' and reporting\_officer1='4102' and jurisdiction='SO'  
NUMBER OF RECORDS RETURNED: 5

Date Report Run : Wed, Jan-06-2016

OFF DATE	TIME	COMP.#	TYPE OF CALL-INITIAL/FINAL	LOCATION	REPORT	FOUND	CLEARED BY
Dec-04-2015	16:02:48	15357	AWCO	541 E 5350 S WASHINGTON	2015-15357	YES	Completed
Dec-10-2015	08:33:43	15642	FOUP	310 E 4450 S WASHINGTON	2015-15642	YES	Completed
Dec-10-2015	12:36:09	15659	AWCO	5473 S 200 W WASHINGTON	2015-15659	YES	Completed
Dec-18-2015	09:30:21	16040	AWCO	152 W 5350 S WASHINGTON	2015-16040	YES	Completed
Dec-18-2015	13:39:00	16056	AWCO	152 W 5350 S WASHINGTON	2015-16056	YES	Completed

\* END OF COMPLETED COMPLAINT SEARCH REPORT \*

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



**JANUARY 2016**

Calls for Service that generated a police report

## REPORTS GENERATED FOR WASHINGTON TERRACE FOR THE MONTH OF JANUARY 2016

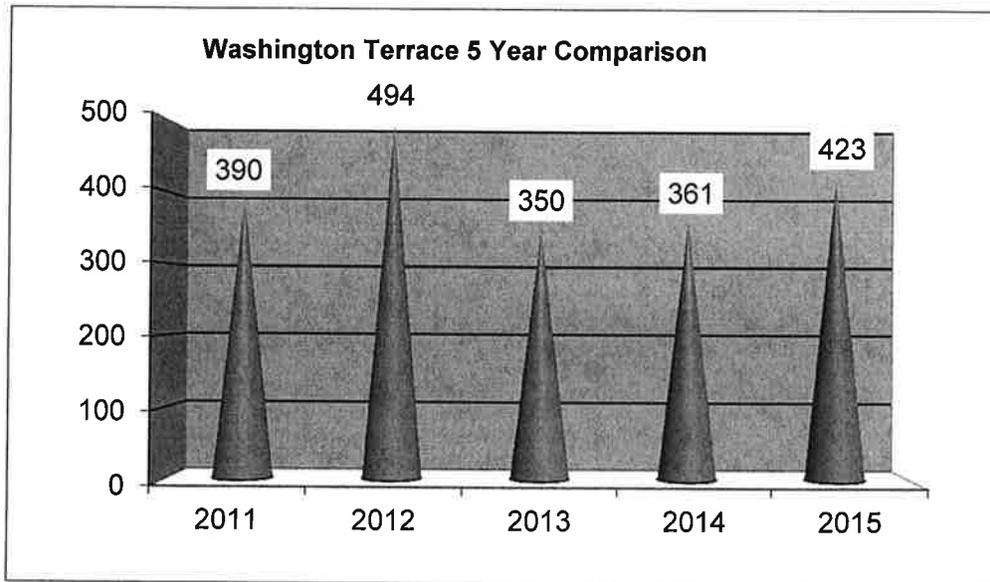
ASLT-FREE TEXT	1
ASLT-INTIM/THREATS/PHYSICAL	1
ASLT-SIMPLE ASSAULT	4
BURG ALARM FALSE-USER ERROR	1
BURG-ALARM CAUSE UNKN	4
CRIM MISCHIE-PRIVATE	2
DRUG-AMPHETAMINE POSSESS	1
DRUG-IMITATION DRUGS	1
DRUG-MARIJUANA POSSESS	2
DRUG-OPIUM/DERIVATIVE POSS	1
ESCAPE-WARRANT (FELONY)	1
ESCAPE-WARRANT (MISDEMEANOR)	1
FAM OFF-CRUELTY TO CHILD/ABUSE	6
FAM OFF-DOM VIOL NON CRIMINAL	8
FAM OFF-FREE TEXT	1
FAM OFF-PROTECTIVE ORDER SERVI	2
FAM OFF-VIOLA PROTECTIVE ORDER	1
FRAUD-BY WIRE	1
JUV OFFENDERS-JUVENILE CURFEW	1
JUV OFFENDERS-RUNAWAY	2
JUV OFFENDERS-UNGOVERNABLE JUV	3
LARC-BICYCLE	1
LARC-FROM BUILDING	1
LARC-FROM MOTOR VEH (PROWL)	4
LARC-PICK POCKETING	1
LARC-SECURITIES	1
LARC-SHOPLIFT	1
OBST JUD-FAIL TO APPEAR/PERJUR	1
PRIV-TRESPASS	1
PUB ORD - PARK VIOLATION	1
PUB ORD-CITIZEN ASSIST	7
PUB ORD-CIVIL CASES/DISPUTES	3
PUB ORD-DEATH ATTENDED	2
PUB ORD-FOUND PROPERTY	1
PUB ORD-MISSING PERSON/ADULT	1
PUB ORD-POLICE ASSISTANCE	2
PUB ORD-PUBLIC INTOXICATION	1
PUB ORD-SUICIDE ATTEMPT	2
PUB ORD-SUICIDE THREATENED	8
PUB PEACE-ANIMAL CRUELTY	1
PUB PEACE-ANIMAL PROBLEMS	2
PUB PEACE-DAMAGE PROPERTY ONLY	4
PUB PEACE-DISORDERLY CONDUCT	1
PUB PEACE-DIST THE PEACE	5
PUB PEACE-HARASSING COMMUNICAT	2
PUB PEACE-MENTAL PSYCHO	1
PUB PEACE-NEIGHBORHOOD PROBLEM	1

PUB PEACE-SEX OFFENDER HOME CK	4
PUB PEACE-SUSP ACTIVITY	23
PUB RELA - BUSINESS SECU CHECK	1
PUB RELA - COMMUNITY POLICING	19
PUB RELA - LECTURES	1
SERVICE-911 CALL - UNKNOWN	7
SERVICE-ASSIST OJ	2
SERVICE-ASST FIRE DEPT	2
SERVICE-EXTRA PATROL	5
SERVICE-INFORMATION	1
SERVICE-KEEP THE PEACE	10
SERVICE-MEDICAL ASSIST	13
SERVICE-WELFARE CHECK	7
SEX OFFENDER REGISTRATION VIOL	1
SEX OFF-MOLESTATION OF MINOR	1
TOBACCO-POSS TOBACCO UNDER 19	1
TRAF OFF-ABANDONED VEHICLE	1
TRAF OFF-MOTORIST ASSIST	1
TRAF OFF-PARKING VIOLATION	1
TRAF OFF-RECKLES/CARELES DRIVI	1
TRAF OFF-REGISTRATION VIOL	2
TRAF OFF-REVOKED/SUSPENDED LIC	1
TRAF OFF-TRAFFIC HAZARD	1
TRAF-HIT AND RUN	2
TRAF-NON MOVING TRAFFIC VIOLAT	1
TRAF-NON-REPORTABLE ACCIDENT	4
TRAF-REPORTABLE ACCIDENT	7
<b>TOTAL</b>	<b>221</b>

# WASHINGTON TERRACE \*CALLS FOR SERVICE FOR THE MONTH OF JANUARY 2016

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

390	494	350	361	423
2012	2013	2014	2015	2016



Self Initiated Agency Assists	
	0
<b>Total</b>	<b>0</b>

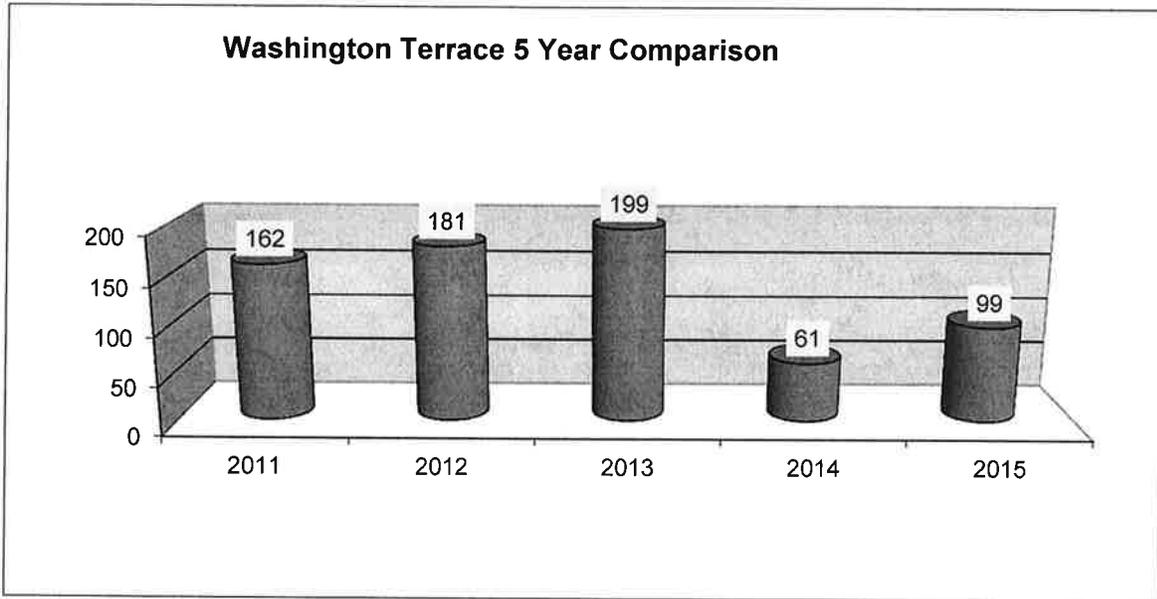
Agency Assists	
ROYPD	6
OJ	6
SF	1
RIVPD	1
OPD	4
HRPD	1
SOPD	2
UHP	3
NOPD	2
<b>Total</b>	<b>26</b>

<b>REPORTS PER DEPUTY FOR WASHINGTON TERRACE FOR THE MONTH OF JANUARY 2016</b>
--

Deputy	Total	Assign.
Adams Nealy	2	Nights
Allen Andrew	16	Nights
Allen Chad	8	SRO
Chatelain Mike	5	SRO
Clarke Colleen	2	Days
Freestone Alisha	19	Nights
Frost Randie	1	Nights
Green Joel	25	Days
Greenhalgh Tyler	4	SRO
Horton Mark	1	Nights
Jacobs Brian	3	Nights
Jensen Matthew	5	Nights
Johanson Brian	1	Days
Johnson Jakob	3	Nights
Johnson Robert	1	Days
Logerquist Kevin	3	Nights
McDonald Michael	1	Days
Millaway John	1	Days
Ney Douglas	18	Days
Orgiesen Jared	4	SRO
Phillips Matthew	9	Nights
Rock Jeremy	16	Days
Ryan Cortney	5	Det
Smith William	1	Days
Tatton Stephanie	7	Nights
Torres Juan	1	Nights
Voth Weston	25	Days
Wiese Jacob	8	Nights
Windsor Troy	3	Days
Zisumbo Daniel	23	Nights
<b>TOTAL</b>	<b>221</b>	

# WASHINGTON TERRACE CITATION 5 YEAR COMPARISON FOR THE MONTH OF JANUARY 2016

162	181	199	61	99
2012	2013	2014	2015	2016



# WASHINGTON TERRACE

## CRIME CALENDAR

2016



**ASSAULT** One occurred every 5.2 days

**THEFT** One occurred every 3.4 days

**BURGLARY** Zero occurred every 31 days

## City Council Staff Report

**Author:** Tom Hanson

**Subject:** Notification to renew the 5yr interlocal agreement for law enforcement services.

**Date:** February 16, 2016

**Type of Item:** Motion



### **Summary:**

The attached Interlocal agreement with Weber County for law enforcement services ends on June 30, 2016. Per the agreement, the City must notify the Commission of its intent to renew the interlocal agreement.

In addition to our intention to renew our contract with Weber County for law enforcement; it is also time to renew the contract with Weber County Sheriff's Office for our yearly services. The 2016/17 renewal reflects our overall position in calls for service and population in comparison with the other contract entities. The proposed price for the 2016/17 contract period would be \$755,666 which is an \$8,897.00 increase over last year's cost of \$746,769. Fortunately the cost for law enforcement is still lower than it was over the past several years and is anticipated to be fairly distributed throughout the County.

### **Description:**

#### **A. Topic:**

Notice to the Board of County Commissioners of our intent to renew the 5 year interlocal agreement for Weber County law enforcement services and the 2016/17 Sheriff Contract annual extension and pricing.

#### **B. Background:**

Over the past several years the Council and Mayor have been working with the Sheriff's Office to find some way to reduce to overall cost of providing police services in Washington Terrace City. After many meetings and discussions regarding the contract and how the overall cost could be fairly distributed; the cities and county created a formula that will balance the population and calls for service for each city and the county.

The formula simply splits the cost of providing services base on calls for service and population. This formula has proven to be an equitable way to distribute the costs associated law enforcement.

The current Interlocal Agreement expires in June 2016. Section 9.02 of the attached contract states that the City Council, by March 31<sup>st</sup> 2016 shall notify the Board of County Commissioners that it wishes to renew the agreement, whereupon the Board of County Commissioners, not later than April 15<sup>th</sup>, shall notify the City Council in writing of its determination concerning the renewal for an additional five year period together with any readjusted rates for the new extended agreement and a new agreement shall be executed. If the notifications are not made, the current agreement shall terminate at the end of the five year period (June 30, 2016).

**C. Analysis:**

This is the second year that the 50/50 has been completely in effect and has proven to be a fair and appropriate way to distribute the cost of providing services throughout the area.

**D. Department Review:**

Staff has reviewed the proposal, compared the pricing to the other contract cities and has found the pricing to be fair and equitable based on the 50/50 formula. The additional \$8,897.00 is within budget projections and a solid value to the City.

**Alternatives:**

**A. Approve the Request:** Continued police services at an increase cost of \$8,897.00 which is a 1.19% increase over last year.

**B. Deny the Request:** Will necessitate the need to further discuss future police coverage and police arrangements.

**C. Continue the Item:** To continue the item will simply postpone the approval process.

**Significant Impacts:** There is a budgetary impact however, the budgetary impact has been anticipated and we see no reason to deny or postpone the approval process.

# Weber County Sheriff's Office



**Terry L. Thompson**  
Sheriff

**Klint D. Anderson**  
Chief Deputy  
Law Enforcement Division

**Kevin H. Burton**  
Chief Deputy  
Corrections Division

**Steffani Ebert**  
Administrative Assistant  
Support Services Division

Law Enforcement  
Division  
(801) 778-6600

Corrections  
Division  
(801) 778-6700

Emergency  
Management  
(801) 778-6680

Office Hours are  
Monday through Friday  
8:00 a.m. to 5:00 p.m.

721 W. 12th Street  
Ogden, Utah 84404  
(801) 778-6600  
Fax (801) 778-6667

January 25, 2016

We are appreciative of the police services partnership we have with your city. I am forwarding the enclosed contract attachment for these services for your next fiscal year, which begins 01-July-2016. This attachment stipulates the amount that will be charged to your city next year, based on the population and calls for service formula we have used the past couple of years.

Please review and sign the enclosed contract attachments and return one signed copy to our office as soon as you are able. It is the desire of the Weber County Sheriff's Office to maintain a positive partnership experience with your city. Please contact me or your precinct lieutenant with any questions or concerns you may have regarding this attachment.

We will be holding a meeting at the **Weber County Sheriff's Office on Tuesday, February 9, 2016 at 6pm** for those officials that would like to attend. There will be some brief presentations regarding the law enforcement services provided by the Sheriff's Office, as well as an opportunity to answer questions you may have regarding law enforcement services and contracts. We will be happy to meet with you individually if further discussions are necessary.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Thompson", is written over a horizontal line.

Terry L. Thompson  
Sheriff

# INTERLOCAL SERVICE AGREEMENT

## Attachment

YEAR: 2016-17

ANNUAL CONTRACT AMOUNT: \$755,666

AGENCY PROVIDING SERVICE (RECEIVING REVENUE): Weber County Sheriff's Office

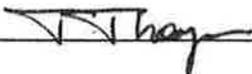
AGENCY RECEIVING SERVICE (MAKING PAYMENT): Washington Terrace City

### DESCRIPTION OF SERVICES TO BE PROVIDED:

*For police services rendered during City's fiscal year, beginning July 1, 2016 and ending June 30, 2017, City shall pay to the County pursuant to the terms of the Interlocal Agreement a total of \$755,666. This amount includes City's contribution to the Crime Scene Investigation Unit.*

TOTAL DEPUTY SALARY & BENEFITS	\$88,309
TOTAL EQUIPMENT	\$14,003
TOTAL RECORDS/SECRETARIAL STAFF	\$2,076
LIABILITY INSURANCE	\$1,370
TOTAL DEPUTY UNIT PRICE (DUP)	\$105,000
	rounded
<b>TOTAL ANNUAL CONTRACT COST</b>	<b>\$755,666</b>
<b>FTE EQUIVALENT</b>	<b>7.20</b>

We, the undersigned, certify and agree to the amounts listed above.

Agency Providing Service  Agency Paying for Services \_\_\_\_\_

Date 1-26-16

Date \_\_\_\_\_

# INTERLOCAL SERVICE AGREEMENT

Attachment

YEAR: 2016-17

ANNUAL CONTRACT AMOUNT: \$755,666

AGENCY PROVIDING SERVICE (RECEIVING REVENUE): Weber County Sheriff's Office

AGENCY RECEIVING SERVICE (MAKING PAYMENT): Washington Terrace City

## DESCRIPTION OF SERVICES TO BE PROVIDED:

*For police services rendered during City's fiscal year, beginning July 1, 2016 and ending June 30, 2017, City shall pay to the County pursuant to the terms of the Interlocal Agreement a total of \$755,666. This amount includes City's contribution to the Crime Scene Investigation Unit.*

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	rounded
<b>TOTAL ANNUAL CONTRACT COST</b>	<b>\$755,666</b>
<b>FTE EQUIVALENT</b>	<b>7.20</b>

We, the undersigned, certify and agree to the amounts listed above.

Agency Providing Service [Signature] Agency Paying for Services \_\_\_\_\_

Date 1-26-16

Date \_\_\_\_\_

**LAW ENFORCEMENT Proposed contract amounts**

2016 Requested Budget: **\$8,834,135**

	2010				Population	Calls/Svc	Cost per resident	Proposed 2016/17	Population %	Calls/Svc %	FTE	2015/16		
	Population %	Calls/Svc %	50/50 Hybrid %	Population								Actual		
Farr West	10.65%	10.56%	10.60%	5928	4442	\$77.43	\$458,986	\$940,919	\$932,494	4.4	\$457,688	0.28%		
Hooper	12.97%	7.21%	10.09%	7218	3035	\$60.51	\$436,786	\$1,145,674	\$637,127	4.1	\$451,767	-3.32%		
Huntsville	1.09%	1.31%	1.20%	608	553	\$86.67	\$52,086	\$96,505	\$116,089	0.5	\$47,574	9.48%		
M/SL	3.06%	8.25%	5.65%	1701	3472	\$143.87	\$244,720	\$269,991	\$728,865	2.3	\$256,314	-4.52%		
Plain City	9.84%	5.10%	7.97%	5476	2568	\$63.01	\$345,026	\$869,176	\$539,092	3.3	\$346,649	-0.47%		
Uimah	2.38%	2.89%	2.63%	1322	1216	\$86.20	\$113,951	\$209,834	\$255,271	1.1	\$112,368	1.41%		
Washington Terrace	16.29%	18.62%	17.46%	9067	7837	\$83.34	\$755,666	\$1,439,156	\$1,645,195	7.2	\$746,769	1.19%		
West Haven	18.45%	20.56%	19.71%	10272	8819	\$83.04	\$853,032	\$1,630,419	\$1,851,343	8.1	\$840,656	1.47%		
Unincorporated	25.27%	24.10%	24.68%	14065	10140	\$75.97	\$1,068,474	\$2,232,461	\$2,128,657	10.1	\$1,045,332	2.21%		
General Fund	100.00%	100.00%	100.00%	55657	42082		\$8,834,135	\$8,834,135	\$8,834,135	FTE				

\*Target = 50%

**BUDGET SUMMARY OF REVENUES AND EXPENDITURES**

**Department: SHERIFF**

**Account Number / Description**

Account Number / Description	2013		2014		2015 Orig		2015 Adj		2015 Actual		Estimated		2016	
	Actual	Budget	Actual	Budget	Budget	Budget	Budget	Budget	Thru 6/30	Total 2015	2015	Requested	Total 2015	Requested
<b>Revenues</b>														
01 4211 3310 0115 000 FEDERAL GRANTS-BYP GRANT-NONE	9,812													
01 4211 3310 0203 000 FEDERAL GRANTS-UCCJJ GRANT-NONE	18,355		13,600											
01 4211 3340 0621 000 STATE GRANTS-ICAC-NONE	24,318		11,571											
01 4211 3421 0582 000 SPECIAL SHERIFF SERVICES-SHERIFFS SERVICE FEES-NONE	98,878		95,025											
01 4211 3421 0585 000 SPECIAL SHERIFF SERVICES-OVERTIME REIMBURSEMENT-N	35,231		61,834											
01 4211 3421 0587 000 SPECIAL SHERIFF SERVICES-GOLDEN SPIKE ARENA-NONE	18,030		9,410											
01 4211 3421 0593 000 SPECIAL SHERIFF SERVICES-WITNESS FEES-NONE	2,484		2,075											
01 4211 3443 0695 000 SERVICE FEES-RESOURCE OFFICERS-NONE	168,516		199,938											
01 4211 3460 0038 000 CONTRACT CITIES-MARLDOTT-SLATERVILLE-NONE	206,330		213,901											
01 4211 3460 0630 000 CONTRACT CITIES-HOOVER CITY-NONE	317,008		398,483											
01 4211 3460 0633 000 CONTRACT CITIES-WEST HAVEN CITY-NONE	513,944		701,291											
01 4211 3460 0635 000 CONTRACT CITIES-FARR WEST CITY-NONE	309,002		376,966											
01 4211 3460 0636 000 CONTRACT CITIES-UNTAH CITY-NONE	87,883		109,663											
01 4211 3460 0637 000 CONTRACT CITIES-HUNTSVILLE TOWN-NONE	40,935		50,060											
01 4211 3460 0638 000 CONTRACT CITIES-PLAIN CITY-NONE	318,521		337,511											
01 4211 3460 0653 000 CONTRACT CITIES-WASHINGTON TERRACE CITY-NONE	780,826		765,243											
01 4211 3460 0975 000 CONTRACT CITIES-WEBER COUNTY-NONE	750,000		960,000											
01 4211 3601 0000 000 DONATIONS-NONE-NONE														
01 4211 ANIMAL SHELTER TRANSFERS														
01 4211 ANIMAL SERVICES TRANSFERS														
<b>Total Revenues</b>	<b>3,700,092</b>		<b>4,302,370</b>		<b>4,530,511</b>		<b>4,538,177</b>		<b>932,333</b>		<b>4,515,932</b>		<b>4,660,945</b>	

Total Revenues

**Expenditures**

01 4211 4110 1112 000 SALARIES AND WAGES-SALARIES & WAGES - PERM. EMPLO-	4,371,921	4,165,199	4,554,100	4,554,100	1,866,874	4,165,000	4,207,920
01 4211 4110 1112 625 SALARIES AND WAGES-SALARIES & WAGES - PERM. EMPLO-	20,958	19,637	21,120	21,120	8,593	18,685	19,260
01 4211 4130 1122 000 EMPLOYEE BENEFITS-HEALTH/DENTAL INSURANCE-NONE	837,858	797,314	889,302	889,302	407,845	825,000	971,671
01 4211 4130 1124 000 EMPLOYEE BENEFITS-DISABILITY-NONE	22,591	22,506	25,549	25,549	9,817	22,500	22,873
01 4211 4130 1126 000 EMPLOYEE BENEFITS-RETIREMENT-NONE	1,257,642	1,277,654	1,426,695	1,426,695	580,085	1,275,000	1,311,072
01 4211 4130 1128 000 EMPLOYEE BENEFITS-FICA-NONE	319,550	315,313	350,001	350,001	141,658	325,000	323,382
01 4211 4130 1130 000 EMPLOYEE BENEFITS-TERMINATION POOL-NONE	95,337	94,086	172,132	172,132	67,123	155,000	157,805
01 4211 4130 1132 000 EMPLOYEE BENEFITS-WORKERS COMP-NONE	35,988	35,543	38,831	38,831	12,653	32,500	35,768
01 4211 4210 0000 000 SUBSCRIPTIONS-NONE-NONE	2,310	2,071	2,000	2,000	*	1,200	2,000
01 4211 4230 0619 000 TRAINING & TRAVEL-SWANSON CENTER-NONE	26,916	18,427	20,500	20,500	9,099	30,000	27,000
01 4211 4230 1143 000 TRAINING & TRAVEL-MILEAGE REIMBURSEMENT-NONE	23,100	12,146	142	142	16,825	20,000	20,000
01 4211 4230 1144 000 TRAINING & TRAVEL-TRANSPORTATION-NONE							
01 4211 4230 1145 000 TRAINING & TRAVEL-LODGING-NONE	2,754	1,966	2,500	2,500	1,469	3,000	1,000
01 4211 4230 1146 000 TRAINING & TRAVEL-PER DIEM-NONE	6,934	7,044	3,500	3,500	1,946	1,000	1,000
01 4211 4235 0000 000 MEALS & ENTERTAINMENT-NONE-NONE	3,687	4,456	3,500	3,500	2,773	3,500	1,000
01 4211 4240 0000 000 OFFICE EXPENSE & SUPPLIES-NONE-NONE	3,059	5,188	5,000	5,000	814	3,500	1,000
01 4211 4240 0000 743 OFFICE EXPENSE & SUPPLIES-NONE-GUN RANGE	29,661	28,673	35,000	35,000	15,778	32,500	35,000
01 4211 4240 1153 000 OFFICE EXPENSE & SUPPLIES-NONE-NONE		219					
01 4211 4250 0000 000 EQUIPMENT MAINTENANCE-NONE-NONE	4,191	3,683	5,000	5,000	894	3,000	5,000
01 4211 4280 0000 000 TELEPHONE-NONE-NONE	411,541	396,500	424,025	424,025	127,148	380,000	400,000
01 4211 4310 0000 000 SERVICE FEES-NONE-NONE	51,500	47,614	50,000	50,000	18,787	50,000	50,000
01 4211 4310 1181 000 SERVICE FEES-U-CAN ACCESS FEES-NONE	172,733	184,761	180,000	180,000	159,143	180,000	180,000
01 4211 4355 0000 000 SEARCH & RESCUE-NONE-NONE	73,222	83,963	82,000	82,000	29,181	86,000	85,000
01 4211 4450 0000 000 SPECIAL INVESTIGATION-NONE-NONE	5,932	4,717	25,000	25,000	7,037	23,000	25,000
01 4211 4480 0000 000 SPECIAL SUPPLIES-NONE-NONE	340	280	1,000	1,000	571	1,000	1,000
01 4211 4480 0105 000 SPECIAL SUPPLIES-QUARTERMASTER-NONE	16,709	32,731	37,000	37,000	2,257	37,000	38,000
01 4211 4480 0105 000 SPECIAL SUPPLIES-QUARTERMASTER-NONE	89,249	55,615	70,000	70,000	15,417	70,000	70,000
01 4211 4480 1160 000 SPECIAL SUPPLIES-K-9-NONE	1,007	8,345	5,000	5,000	3,581	5,000	5,000

**2016 REDUCTIONS**

10%	3.0%



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**AGREEMENT BETWEEN WASHINGTON TERRACE AND  
WEBER COUNTY FOR LAW ENFORCEMENT SERVICES**

This Agreement is made and entered into pursuant to § 11-13-101, Utah Code Annotated, 1953, as amended, commonly referred to as the Interlocal Cooperation Act, by and between Weber County, a body corporate and politic of the State of Utah, hereinafter referred to as "County", and Washington Terrace City, a municipal corporation of the State of Utah, hereinafter referred to as "City".

**WITNESSETH**

**WHEREAS**, City wants a safe and secure environment for its citizens, businesses and all others within the city boundaries; and

**WHEREAS**, City desires to make the most cost effective use of tax dollars to provide law enforcement services; and

**WHEREAS**, City feels that the Weber County Sheriff will provide excellent, cost effective, law enforcement services within the City boundaries; and

**WHEREAS**, the Weber County Sheriff's Office is able and willing to provide the law enforcement services needed by City; and

**WHEREAS**, City and County have determined that it is mutually advantageous to enter into this Agreement for the Weber County Sheriff's Office to provide law enforcement services in the City; and

**WHEREAS**, it is agreed that the services provided will be paid for by City as hereinafter set forth and the respective entities have determined and agree that the amount set forth herein is reasonable, fair and adequate compensation for providing the described law enforcement services;

**NOW THEREFORE**, pursuant to the Utah Interlocal Cooperation Act the parties hereby agree as follows:

**SECTION ONE  
AGREEMENT**

- 1.01** The County, through the Weber County Sheriff's Office agrees to furnish law enforcement services and to enforce State laws and City ordinances within the corporate limits of Washington Terrace, to the extent and in the manner hereinafter set forth.
- 1.02** This Agreement terminates and supersedes any existing law enforcement service agreement, whether oral or written, between the parties.

- 1.03 The concepts set forth in the above recitals are recognized and incorporated as an integral part of this agreement.

## **SECTION TWO SCOPE OF SERVICES**

- 2.01 The Weber County Sheriff's Office will furnish all necessary equipment and personnel for the investigation and enforcement of State laws and City ordinances, and will conduct traffic enforcement, felony investigations, follow-up investigations, as well as any other services in the field of public safety that are within the legal power and ability of the Sheriff to provide.
- 2.02 The personnel and equipment furnished by the Sheriff will provide an active field force on duty within the City corporate limits, providing direct services as outlined in Exhibit A and/or shared patrol/call response 24 hours per day, 365 days per year.
- 2.03 The County will designate a CRO officer and/or an appropriate supervisor as the liaison to the City for the purpose of coordinating the activities of the Sheriff's Office, attending staff and City Council meetings as reasonably requested, and to oversee the delivery of police services under this agreement.

## **SECTION THREE SPECIAL EVENTS**

- 3.01 The Sheriff will respond, upon request, to special law enforcement situations that may arise from time to time within the City for traffic enforcement of special events, celebrations or parades, protection from vandalism and such other special law enforcement help that is normally provided to the residents of the unincorporated areas of the County.

## **SECTION FOUR EQUIPMENT AND OTHER FACILITIES**

- 4.01 The County will furnish all necessary labor, supervision, equipment, communications facilities, uniforms, badges, firearms and other items of equipment reasonably necessary to provide the services described herein.

## **SECTION FIVE AUTHORITY AND EMPLOYMENT STATUS**

- 5.01 In order to perform law enforcement services and functions for the City pursuant to this Agreement, and to give official status to the officers performing these duties; every County officer engaged in performing any such service and function shall be sworn in as a City Officer. For purposes of liability, County officers or employees shall not be deemed to be City officers or employees except as more fully specified in this Agreement.

- 5.02** All law enforcement officers employed by the County to perform duties under the terms of this Agreement shall be County employees, and shall have no right to any City pension, civil service, or any other City benefit for services provided hereunder. The County will have full supervision authority over all persons employed to carry out the requirements of this agreement.

**SECTION SIX  
INDEMNIFICATION BY THE CITY**

- 6.01** The City shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the City in connection with the performance of this Agreement. The City shall also defend and indemnify the County for all claims and expenses that arise out of the enforcement of a City Ordinance that is deemed to be unlawful or unconstitutional.

**SECTION SEVEN  
INDEMNIFICATION BY COUNTY**

- 7.01** The County shall be responsible for all damages to persons or property that occur as a result of the negligence or fault of the County in connection with the performance of this Agreement. The County shall indemnify and hold the City free and harmless from all claims that arise as a result of the negligence or fault of the County, its officers, agents and employees. In the event that the City or any of its officers or employees are named as co-defendants with the County or any of its offices or employees in any civil action based upon the delivery of services under the terms of this Agreement, the County agrees to undertake the defense of the City or any of its officers or employees so named under a reservation of rights agreement until such time as they have been successfully dismissed from the action or it has been determined by the County that a conflict of interest exists, at which time City will be notified of its duty to independently undertake and pay for the defense of the City or its officer or employee named as a co-defendants in such civil actions

**SECTION EIGHT  
RESPONSIBILITY FOR SALARY AND BENEFITS**

- 8.01** The City shall not assume any liability for the payment of any salaries, wages, employment benefits or other compensation to any County personnel performing services hereunder for the City and will not assume any other employment related liability except as provided for in this Agreement.
- 8.02** The City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment, unless otherwise provided herein, and the County hereby agrees to hold the City harmless against any such claim.

**SECTION NINE  
PERIOD OF AGREEMENT**

- 9.01** Unless sooner terminated as provided for herein, this Agreement shall be effective 12:01 a.m., July 1, 2011 and shall run for a sixty (60) month period until 12 midnight June 30, 2016. The Sheriff shall be the administrator of this Agreement.
- 9.02** In the event the City desires to extend this Agreement for a succeeding five year period, the City Council, by March 31<sup>st</sup> of the year of the expiration date of this Agreement, shall notify the Board of County Commissioners that it wishes to renew the agreement, whereupon the Board of County Commissioners, not later than April 15<sup>th</sup>, shall notify the City Council in writing of its determination concerning the renewal for an additional five year period together with any readjusted rates for the new extended agreement and a new agreement shall be executed. If these notifications are not made, this agreement shall terminate at the end of the five-year period.
- 9.03** Notwithstanding the provisions of this Section, either party may terminate this Agreement at any time by giving 180 days prior written notice to the other party.

**SECTION TEN  
COST OR PAYMENT**

- 10.01** The City agrees to pay to the County the amount set forth in Exhibit A, which is attached hereto and incorporated herein by reference, for the services provided pursuant to this agreement. The amount listed on Exhibit A includes, but is not limited to, salary, benefits, clothing costs, training, overtime, supervision, supplies, telephone, motor pool, system services, insurance, equipment, and associated administrative costs. Exhibit A also includes the City's annual assessment for crime scene investigation and for narcotics enforcement, which the City will pay each year as assessed by the appropriate regulatory board.
- 10.02** The City shall remit one quarter (1/4) of the contract amount to the Weber County Auditor, 2380 Washington Blvd., 3<sup>rd</sup> Floor, Ogden, UT 84401, within 30 days after the close of each calendar quarter. If such payment is not remitted to the County Auditor when due, County is entitled to recover interest thereon as well as the contract amount. Interest shall be at the rate of twelve percent (12%) per annum.
- 10.03** The rates set forth in Exhibit A may be renegotiated, at the request of either party prior to July 1 of each year of this Agreement, to reflect the current cost of the provided services in accordance with the policies and procedures for the determination of such rate as adopted by the Board of County Commissioners and agreed to by City.
- 10.04** The compensation paid by the City to the County pursuant to this Agreement shall be used only for the services provided pursuant to this Agreement, and County shall not have the authority or right to use such funds for other purposes. Further, the County agrees not to

# INTERLOCAL SERVICE AGREEMENT

Attachment

YEAR: 2011-12

ANNUAL CONTRACT AMOUNT: **\$834,255**

AGENCY PROVIDING SERVICE (RECEIVING REVENUE): Weber County Sheriff's Office

AGENCY RECEIVING SERVICE (MAKING PAYMENT): Washington Terrace City

## DESCRIPTION OF SERVICES TO BE PROVIDED:

For police services rendered during City's fiscal year, beginning July 1, 2011 and ending June 30, 2012, City shall pay to the County pursuant to the terms of the Interlocal Agreement a total of \$834,255. This amount includes City's contribution to the Crime Scene Investigation Unit and the Weber/Morgan Narcotics Strike Force. This amount was agreed upon by the parties for nine full-time patrol deputies, in addition to 24-hour shared response coverage, to work in Washington Terrace City, considering that School District funds are to be collected by the Sheriff's Office for school resource officers.

TOTAL DEPUTY SALARY & BENEFITS	\$72,287
TOTAL EQUIPMENT	\$14,965
TOTAL RECORDS OVERHEAD	\$1,266
LIABILITY INSURANCE	\$1,075
TOTAL DEPUTY UNIT PRICE (DUP)	\$90,000
# CONTRACTED DEPUTIES, AS LISTED ABOVE:	9
TOTAL CONTRACTED DEPUTY COST	\$810,000
Contract Adjustment	(\$10,374)
<b><u>Additional Fees</u></b>	
CSI	\$20,602
STRIKE FORCE	\$4,307
SCHOOL CROSSING GUARD ASSESSMENT	\$9,720
<b>TOTAL ANNUAL CONTRACT COST</b>	<b>\$834,255</b>

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We, the undersigned, certify and agree to the amounts listed above.

Agency Providing Service \_\_\_\_\_ Agency Paying for Services Mark C. Allen

Date \_\_\_\_\_

Date June 7, 2011

Future contract amounts will be set utilizing the recommendations of the Weber Contract Review Advisory Panel and agreement of parties of involved.

**EXHIBIT "C"**  
**COST OF SERVICES**

1.1 The cost for services rendered, pursuant to this Inter-local Agreement, from July 1, 2010 to June 30, 2011 will be:

Base Services – (9.5 deputy units)	\$855,000
Crime Scene Investigation Fee	16,087
Weber/Morgan Narcotics Strike Force Fee	4,275
School Crossing Guard Assessment	9720
Office space rental credit	(10,230)
City provided law enforcement support	(45,549) <i>28812</i>
Total	\$ 829,303

*855,520*

1.2 The amount of \$ 829,303 includes Washington Terrace's contributions to the Crime Scene Investigation Unit, the Weber/Morgan Narcotics Strike Force, the County SWAT Team, and all other County involved crime task forces.

1.3 The base service annual amount for subsequent years of this contract may be increased by up to three percent (3%) per year to reflect the increased cost of providing services.

Approved and accepted by City \_\_\_\_\_ Date \_\_\_\_\_

Approved and accepted by County *Jan M. Zogman* Date *1-25-2011*

## City Council Staff Report

**Author:** Steve Harris  
**Subject:** Adams Avenue Construction  
Engineering Management Services  
Contract Modification  
**Date:** February 16, 2016  
**Type of Item:** Discussion and Action



Public Works

**Summary Recommendation:** Modify the original Construction Engineering Management Services contract with Consultant Engineering, Inc. for Adams Avenue, Washington Boulevard to 5600 South, Surface Transportation Project No. F-LC57(24).

### Description:

- A. Topic:** Approval to increase and extend the Construction Engineering Management Services contract with Consultant Engineering, Inc. (CEI) for completing the Adams Avenue Project, Washington Boulevard to 5600 South, STP Project No. F-LC57(24). Contract amount would increase \$119,261.87 and time extension would run through May 31, 2016.
- B. Background:** The Washington Terrace City Council approved entering into an agreement to award a contract for Construction Engineering Management Services for the Adams Avenue Surface Transportation Project (STP) on March 19, 2014. The agreement was with the Utah Department of Transportation (UDOT) and the contract was between UDOT and CEI for no more than \$440,000 (based on a percentage of the estimated construction costs of \$4,000,000). The actual contracted amount with CEI was \$293,751.16; that included inspection, materials testing, public information/involvement services, project documentation, and project closeout.

We were working toward advertising the project for construction in April at that point, awarding the construction contract in May, and beginning construction in June—allowing adequate time for the project to be completed during the 2014 construction season. However, Federal Highway Administration (FHWA) rules require that all environmental, utility, and land acquisition work be finalized before an STP can be bid, in addition to having the Construction Engineering Management Contract in place. Land acquisition took two months longer than warranted, moving the bid opening date to July 8, 2014. The pre-construction conference was held August 1, 2014 and construction started a week-and-a-half later. Time to complete contract documents and contractor mobilization took longer than normal because of the late bid/award of this project.

Work on Adams Avenue progressed steadily, but several obstacles were encountered. These included utility work-a-rounds for the storm water collection line, resolution of vault connections for the water meter station from South Ogden, storms, fall scheduling for asphalt, high ground water, unsuitable in-place road base materials, and utility company work scheduling. Adams Avenue was essentially complete from Washington

Boulevard to 5350 South when work recessed the first of November, 2015. The Council approved a change to the Construction Engineering Management Services contract on March 17, 2015 for an increase of \$164,942.90 to cover work through September 30, 2015. Work resumed near the middle of April, 2015, but was halted for three weeks because of rain. Existing buried utilities, property negotiations because of design changes, and other issues dragged the project out to late October—requiring this second change order. Even so, project costs are currently below budgeted amounts, after accounting for positive and negative change orders.

- C. Analysis:** Consultant Engineering, Inc. is requesting a second change to their contract for increased costs totaling \$119,261.87 and additional time for completing project documentation and close-out. Their total contract would then be \$577,955.93—a 31.35% increase above the original Construction Engineering Management Services estimate for the project.

The change order will cover additional construction months; including daily project inspection, documentation, material testing measurement and payment, and public information services. An analysis of the cost breakdown shows additional man-hours, cell phone and vehicle use; additional materials testing (short asphalt pulls on the south end of Adams Avenue still required the same number of daily samples—essentially double the original calculations); and very significant project coordination, negotiations, and public notification.

If approved by the City Council, the change order request will go through the UDOT review process before the request is final. The City portion of the additional cost will be 6.77% or \$8,074.03. Overall project costs will then total approximately \$400,000 less than the \$5.3 M federal grant allotted by Wasatch Front Regional Council of Governments.

**D. Department Review: City Manager, Finance, Public Works, FHWA Oversight, UDOT**

**Alternatives:**

- A. Approve the Request:** It is recommended that the Council enter into an agreement to amend the contract for Construction Engineering Management Services for Adams Avenue, Washington Boulevard to 5600 South, Surface Transportation Project No. F-LC57(24). The agreement will be with the Utah Department of Transportation and the contract change order will be between UDOT and Consultant Engineering, Inc. for an additional \$119,261.87 and time extension through May 31, 2016. Final approval for the change order will rest with UDOT reviewers. This is Staff recommendation.
- B. Deny the Request:** By denying or delaying this request the Mayor and Staff will not be able to approve a change order with Consultant Engineering, Inc. for additional funding and time to carry the Adams Avenue STP to fruition. That may put the project in jeopardy of not being documented and completely closed-out and could shift costs incurred onto the City.
- C. Continue the Item or Do Nothing:** Same as Deny the request.

**Significant Impacts:** Construction on the Adams Avenue Project has been completed. However, several administrative tasks are outstanding. These include: 1) Finalizing change orders, 2) Verifying materials quantities and costs, 3) Insuring that all administrative documents are complete and accurate (EEO, Davis-Bacon/Payrolls, Buy American, 4) Red line corrections, and 5) Contractor/subcontractor payment verification, etc. This contract modification was made necessary because of the increased time taken to do the contract work—the original anticipated construction time period was 3 months total and the first modification anticipated an extension of construction work through June 2015 which ran into October 2015. CEI has requested the second modification to complete the tasks listed—a requirement for Federal Highway to participate in the project; i.e., fund it.

**Consequences of not taking the recommended action:** Not approving the proposed change order for extending the Construction Engineering Management Services contract for the Adams Avenue Project will cut the process short of full completion and could shift the entire burden for costs incurred onto the City. Without local government approval, UDOT would not be able to move forward with the change order.

**Recommendation:**

1. Staff recommends Council to authorize the \$119,261.87 increase and time extension change order for Construction Engineering Management Services with Consultant Engineering, Inc. for the Adams Avenue Project. The project cannot proceed through successful completion without CEI participation.
2. Approve the change order to increase funding and extend the time for contract services for the Construction Engineering Management Contract with Consultant Engineering, Inc. Approval will authorize the Mayor and Staff to allow UDOT to modify the contract with Consultant Engineering, Inc.