

HEART OF THE WASATCH BACK



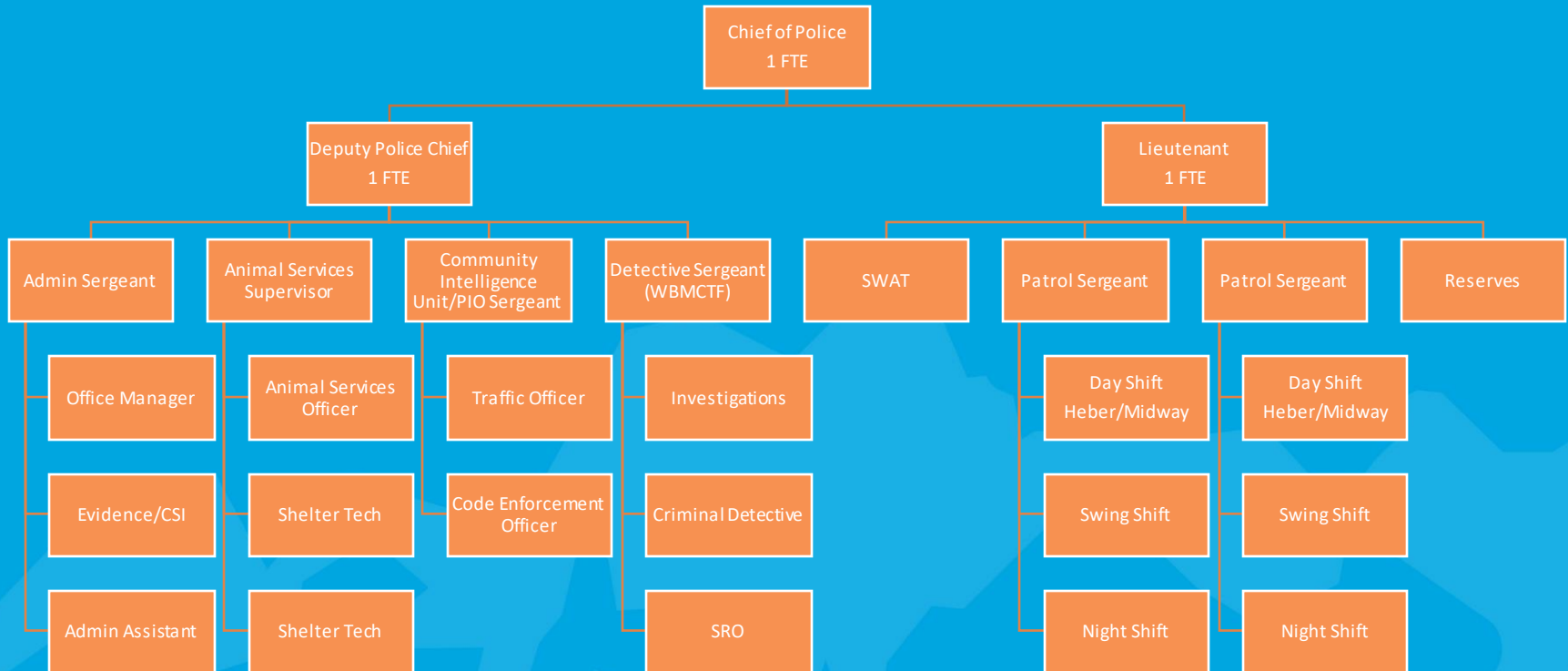
Midway

HEBER CITY \ MIDWAY POLICE DEPARTMENT

Heber City & Midway Service Partnership

03/11/2024

HEBER / MIDWAY ORGANIZATION



Expectations / Services Provided

- Work 12-hour shifts from 7am-7pm, Monday-Sunday.
 - Provide two officers.
 - Officers will be assigned to patrol only in Midway during those hours.
- Enforce Utah Code consistent with law enforcement training and direction of city expectations.
- Enforce Midway municipal code consistent with city expectations.
- Provide administrative oversight, training, backup, report approvals, records reporting, evidence handling, equipment management and other ongoing support.

Expectations / Services Provided

- Promote a positive image for Midway by providing professional customized services.
- Provide two clearly marked units identified as Midway Officers.
- Operate Midway as a beat using the same officers on a routine basis to promote community policing and interaction.
- Provides better transparency for entities involved.
 - Monthly attendance of council meetings
 - Daily briefing bulletins to Council.
 - Annual and other special reports as requested by the City.

GOALS

- Provide a high level of service to the administration and citizens of Midway.
- Embrace the community policing philosophy so Midway knows these are their officers and not transplants.
- For Midway to know they are receiving value for their expenditures.
- For Midway to want to further partner and expand services with Heber City Police Department in the future.

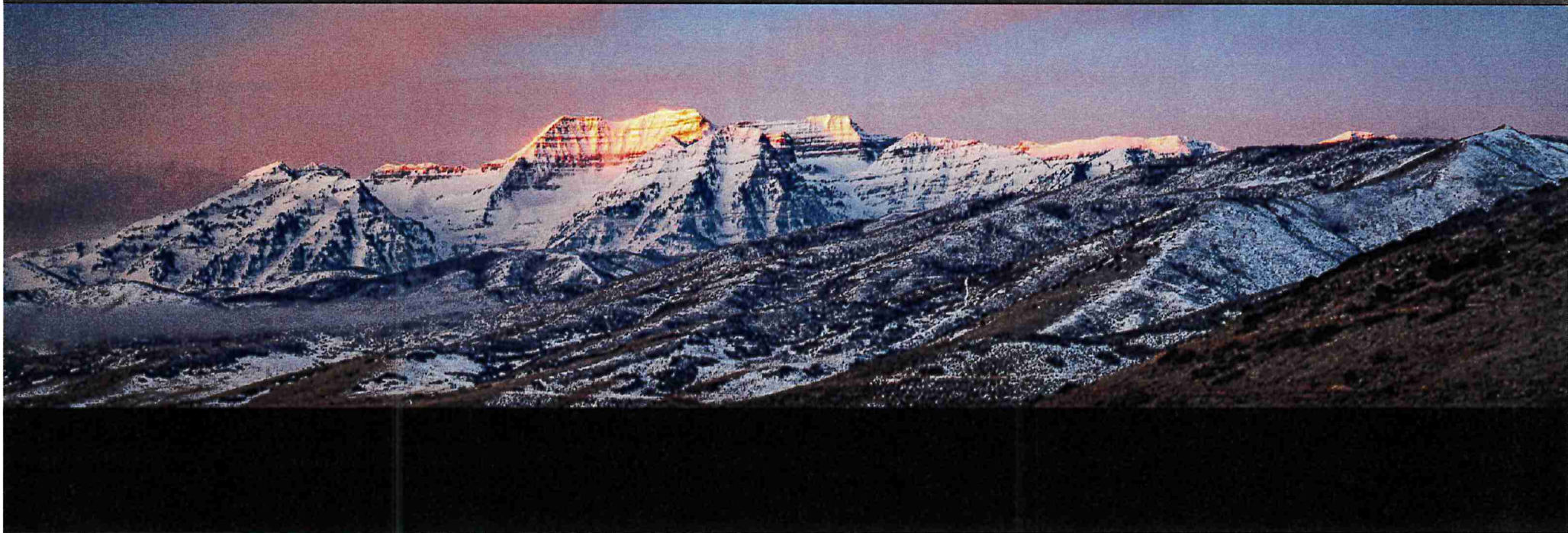
Costs

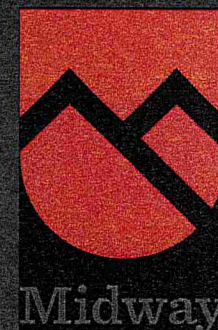
	YEAR 1		YEAR 2
Personnel - X2		Year 1	Personnel - X2
			Year 1
Officer's wages and benefits		\$278,206	Officer's wages and benefits
Training		\$4,000	\$278,206
Officer Overtime (billed actual)		\$12,000	Training
			\$4,000
			Officer Overtime (billed actual)
			\$12,000
Equipment – X2			Equipment – X2
Vehicle Lease			Vehicle Lease
\$32,000			\$32,000
One time vehicle upfit		\$20,000	Fuel (billed actual)
Fuel (billed actual)		\$8,000	Officer Equipment
Officer Equipment (1 Time Cost)		\$21,000	UNIFORMS
(Glock 45 Handgun) (Rifle .223)			\$1200
(Radio) (Taser) (Body worn camera)			Administration of Services:
(DFIB)			20% of Personnel Costs
PLATE Carrier			\$58,841
UNIFORMS		\$1200	Second Year Costs for One Officer
Patches (one time)		\$200	\$394,741
Badges (one time)		\$500	
Computer Laptop		\$3,400	
Administration of Services:			
20% of Personnel Costs			
\$58,841			
First Tear Costs for One Officer		\$439,347	

Questions / Discussions



Police Services Proposal





At a Glance

Long-serving partnership

Requested Criteria

Services Regardless of Contracting

Cost & Proposal

Long-serving Partnership



1987 Agreement

Letters and Notes Updating Costs

Requested Criteria



- Specific officers assigned to Midway City
- Officers who represent Midway City
- City Council input & accountability of services
- Specific time coverage (i.e. 6 am to 6 pm)
- Ordinance enforcement
- Back-up officers from Sheriff's Office

Service Regardless of Contracting



- Patrol response to reports of criminal activity
- Investigations of crimes
- Officer back-up in aggressive/dangerous situations
- Basic level of traffic enforcement
- Basic level of citizen assist calls
- Basic level of 911 Dispatching

Per Officer Cost



PER OFFICER COST					
ITEM	2021	2022	2023	2024	
Wages and Benefits	109000	122000	117000	143000	
Vehicle and Vehicle Equipment*	20000	21000	22000	23000	
Officer Equipment**	2800	3200	3600	4000	
Training***	1800	2200	2600	3000	
Fuel	--	7700	5500	5200	
Total				178200	

Note: Proposal includes no admin fee for one F/T officer.

Total Costs



ITEM	2024-25	Comments
Officer 1 Cost	178,200	
Officer 2 Cost	178,200	
Admin Oversight	53,460	15% of total officer cost
Dispatch Assessment	45,000	Calculation based on population
Radio Assessment	1200	Part of County Communications Program
County Attorney Prosecution	0	Citation revenue retained by County
County Justice Court Adjudication	0	Citation revenue retained by County
Office Space	0	Provided by Midway City
Office Utilities	0	Provided by Midway City
IT/Spillman Maintenance	1000	
Office Expenses	3000	
	460,060	

Note: There is not a Yr 1 vs Y2 cost.

Our economy of scale w/ equipment allows us to equalize costs over 3-5 yrs.



Midway

Thoughts?

AN AGREEMENT BETWEEN WASATCH COUNTY AND
MIDWAY CITY FOR CONSOLIDATION OF LAW ENFORCEMENT SERVICES

THIS AGREEMENT, is made and entered into pursuant to Section 11-31-1 of the Utah Code Annotated, 1953, as amended, commonly referred to as the interlocal cooperation act, by and between Wasatch County, a municipal corporation of the State of Utah, hereinafter referred to as COUNTY; and Midway City, a municipal corporation of the State of Utah, hereinafter referred to as CITY.

WHEREAS, the City desires to enter into a contract with the COUNTY, whereby Wasatch County Sheriff's Department will provide police services for the incorporated areas of Midway City, and,

WHEREAS, the City Council and the Board of County Commissioners have determined that police service and protection are needed within the incorporated areas of Midway City, and that it is mutually advantageous to enter into an agreement, and,

WHEREAS, it is anticipated that the services provided would be paid for by the City on a contract basis as hereinafter set forth and the respective boards have determined and agreed that the set amount is a reasonable, fair and adequate compensation for providing of said services.

THEREFORE, in consideration of promises to each other made, and in compliance with and pursuant to the terms and provisions of the INTERLOCAL COOPERATION ACT, and the County and City do hereby contract and agree as follows:

1. It is agreed that the County through the Wasatch County Sheriff's Department will furnish all the necessary police protection

and services required to enforce all State Criminal Codes, and in addition will enforce both City and County Ordinances regarding activities which are traditionally criminal violations or animal control, and for that purpose will provide Sheriff patrols, working in and around Midway City each day along with additional patrols or support personnel as deemed necessary by the Sheriff or his representatives. In addition, police personnel will be available to respond in the City to calls on a twenty-four hours per day, seven days per week basis.

2. For the purpose of performing said function and fulfilling the obligations herein undertaken, the County shall furnish and supply all necessary manpower, labor supervision, equipment, communication facilities, dispatching, and supplies necessary to maintain the level of service to be rendered hereunder.

3. It is agreed that the City shall have no liability for the direct payment of salaries, wages, or other compensation to any County personnel performing services hereunder for said municipality, nor shall the City assume any liability other than provided for in this agreement. It is further agreed that neither the City nor any of its officers, agents, or employees shall be deemed to assume any liability for the intentional and/or negligent acts of any County employees or other officers employed or assigned within the City pursuant to the terms hereof. It is further understood and agreed that the County acts as an independent contractor for purposes of fulfilling its obligations hereunder and agrees to indemnify and hold the City harmless for any liability, claims, or damages which might accrue or arise by reason of its performance hereunder, except those

liabilities, claims, or damages which arise or accrue by reason of the act or neglect of an officer, agent, or employee of the City.

4. It is agreed that prosecution of criminal activities within the City will be provided by the office of the Wasatch County Attorney and will be charged under the applicable City, or County criminal ordinances, and state statutes, as said County Attorney may in his discretion deem appropriate. It is further understood that all arrests made in the City shall be referred to the appropriate court as allowed and provided for by applicable law.

5. The City agrees to provide the County Sheriff's Department with updated copies of all applicable ordinances, rules and or regulations and to so provide copies of any amendments thereto as they are adopted.

6. The deputy sheriffs or other Sheriff's Department personnel necessary in order to supply the police protection and services to be rendered under the terms of this agreement shall be appointed and scheduled by the Wasatch County Sheriff's Department according to its normal manner of appointing and scheduling personnel or as the Sheriff shall direct.

7. Police protection services in the incorporated area of Midway City shall be rendered under the direction of the Wasatch County Sheriff upon periodic consultation with city administration. In the event of dispute between parties hereto relating to this agreement such as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the evaluation and resolution thereof shall be made by a joint board

consisting of the Mayor of Midway City or a member of City Council, a member of the Wasatch County Commission, the Wasatch County Sheriff, and two other Board members mutually acceptable to the other three board members, which latter two members shall be "disinterested third parties" not having a conflict of interest with or owing an allegiance to any of the first three named members.

8. It is agreed that the term of this agreement shall be from 12:00 A.M., January 1, 1987, to 12:00 midnight, December 31, 1987, and on a yearly basis thereafter, unless otherwise terminated as set forth herein.

9. For the services to be provided hereunder, the City agrees to pay the County the sum of Twenty-five Thousand, Five Hundred Dollars, (\$25,500.00), to be paid in Four (4) equal payments by the last day of each quarter. It is further agreed that the County shall receive all fines or other revenues generated by prosecution of criminal activities within the City.

10. Thereafter, the amount to be paid and the terms of payment shall be negotiated between the parties. It is understood and agreed that if payment is not made on the dates set forth above, the County may at its option upon Ninety (90) days written notice given to City, declare this agreement null and void, whereupon all obligations of the County shall cease.

11. Renewal. This Agreement shall be automatically renewed each year upon the same terms and conditions. Provided, however, either party may give the other written notice 30 days prior to the termination date of this Agreement, or any renewal

thereof, of its intention not to renew pursuant to the terms hereof. It is understood and agreed, however, that if the parties fail to reach an agreement regarding compensation and terms of payment for any succeeding year or years, this agreement shall terminate without such notice being required or given.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 4th day of FEB., 1987.

ATTEST:

WASATCH COUNTY UTAH

Jeffery M Bradshaw
County Clerk

BY Louis E. Gallet
Chairman, County Commission

ATTEST:

MIDWAY CITY UTAH

Shirley Cochran
City Recorder

BY Eugene A. Probst
Mayor

Memo



Date: June 18, 2024
To: Midway City Council
From: City Planners
Re: Discussion Options for Midway Code Enforcement

Planning Staff was asked to outline some discussion items regarding Code Enforcement Options in preparation for the City Council's June 18, 2024, meeting.

BACKGROUND

Historically, Planning Department staff have performed code enforcement as part of their general duties. This generally consists of staff members touring the City on a weekly basis to note Code violations. During these rounds, staff routinely removes signs from road rights-of-way and otherwise non-compliant signage. Staff investigates complaints received from the public, notifies citizens of Code violations, and in conjunction with legal counsel, prosecutes violations and enforces compliance.

OPTIONS FOR DISCUSSION

1. One option is for Midway City to hire a part-time or full-time Code Enforcement Officer. As an employee, such person would gain familiarity with the Midway Code and could focus upon enforcement in Midway. This would come at the cost of a salary (and benefits if full-time). Another item for discussion is whether enforcement in Midway warrants a full-time compliance officer.
2. Another option discussed by City Council in the past is hiring police officer(s) to perform code enforcement in conjunction with law enforcement responsibilities. Staff consulted with the Heber Police and were advised that their police officers perform limited code enforcement when the enforcement involves vehicles in the roadway, but that code enforcement on private property or involving private property is performed by a

dedicated code enforcement officer. We are waiting to hear back from the Wasatch County Sheriff as to whether their officers perform code enforcement. Depending upon whether this is even a possibility, potential limitations associated with this option may be the learning curve involved in becoming familiar with the City Code, particularly if multiple officers cover for the City, and difficulties insuring that time is dedicated to code enforcement, particularly when it may be tempting (for understandable reasons) to prioritize law enforcement.

3. A third option may be to share code enforcement with surrounding municipalities. In speaking with Chief Sever, Heber Police Department, he advised that Heber utilizes a full-time Code Enforcement Officer. He is willing to discuss with the officer whether he has time to devote to Midway, discuss with the Heber City Manager whether this is acceptable to Heber, and anticipated cost sharing. Chief Sever anticipates that Heber may cross-train other employees on code enforcement in the future, which may expand the resources to share with other municipalities. Chief Sever advised that Heber police could provide backup to City staff performing code enforcement if ever needed and provide a radio so staff could contact officers directly rather than proceeding through dispatch. Staff has requested similar information from the Wasatch County Sheriff and will update the City Council when received.
4. A fourth option would be to keep the status quo, with staff performing code enforcement.

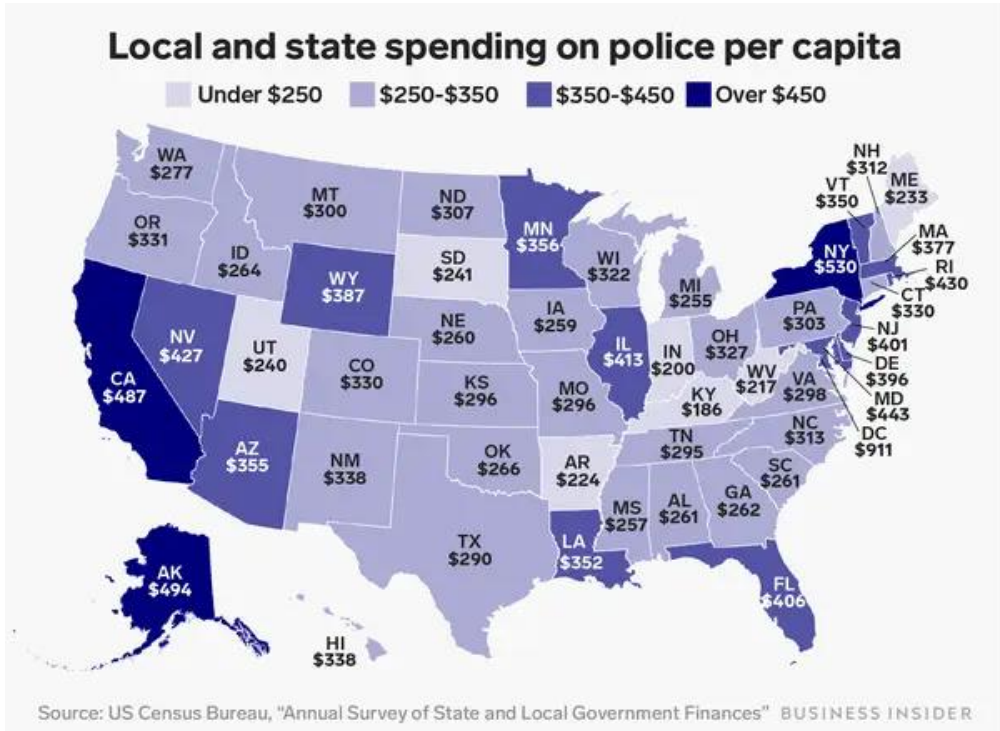
ADDITIONAL LAW ENFORCEMENT

COUNCILMEMBER SIMONSEN

Police Services

new and updated information

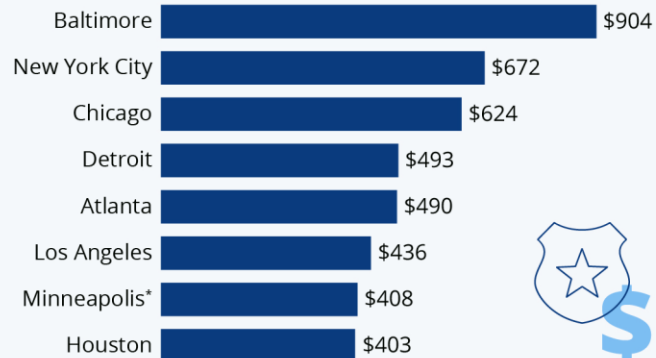
- For all Utah cities larger than 3k population:
 - ~74% have their own PD
 - ~12% have a partnership with other cities
 - ~15% have a contract with their County Sheriff
- For all Utah cities with population less than Midway and down to 3k population:
 - ~63% have their own PD
 - ~11% have a partnership with other cities
 - ~26% have a contract with their County Sheriff



<https://www.businessinsider.com/map-of-local-and-state-spending-on-police-per-capita-2020-6?op=1>

Police Spending Per Capita In Major U.S. Cities

Amount spent on policing per person in selected U.S. cities in 2020



* Latest Minneapolis data is from 2017
Source: The Center for Popular Democracy



statista

<https://www.statista.com/chart/21963/amount-spent-on-policing-per-person/>

How Much Does UTAH Spend On Policing?

Share of cities' general funds

■ Total Police Spending ● % of General Fund Expenditure



<https://www.fox13now.com/news/local-news/police-departments-dominate-city-budgets-including-cities-in-utah>

- *We try to show: What if Midway spent the same as “others” per-capita? We have a figure from the US Census data that should include all Utah cities and Counties. Based on the data I collected for cities, I tossed out a couple of the highest and lowest ones before I ran my averages, and I included only cities of population 5k-10k, ignoring “big cities” and “tiny towns”. I didn’t include Counties. There may also be a difference in dispatch fees or etc. At any rate, it’s suggested that my data if anything shows lower than typical spend for police services. Maybe that’s because smaller Utah cities typically do spend less than larger ones, but ultimately most similar cities are spending as much or more than Midway is considering.*
- Census data Avg UT spend (any approach) \$240 per capita = \$1,491,624
- Avg spend 5-10k (any approach) \$150 per capita = \$932,265
- Avg spend 5-10k (own force) \$210 per capita = \$1,305,017
- Avg spend 5-10k (partnership) \$96.10 per capita = \$597,444
- Avg spend 5-10k (Sheriff contract) \$51.38 = \$319,419
- *Note: Our own Sheriff is in charge of what services are offered to us and for what price. Meaning, we might not get an “average deal” and we can’t change that beyond the process of negotiation. Furthermore, labor rates probably vary with regional cost of living issues so not all circumstances are equal.*

- **Percent of Revenue comparisons**
- **The last 3, in blue, are actual offers, the others are hypothetical for comparison**

Police spend	% MW revenue	Per-Cap	(Midway City GF Revenue 2025 budget ~\$7.3M)
\$1,491,624	20.38%	\$240	This is if Midway spent the AVERAGE per capita for ALL Utah Cities according to Census data
\$932,265.82	12.74%	\$150	This is if Midway spent the AVERAGE per capita for Utah Cities of population 5k-10k
\$1,305,017	17.83%	\$210	This is if Midway spent the AVERAGE per capita as those cities 5k-10k who have their OWN FORCE
\$597,444	8.16%	\$96	This is if Midway spent the AVERAGE per capita for those cities 5k-10k for Utah cities who have a PARTNERSHIP with another city
\$319,419	4.36%	\$51	This is if Midway spent the AVERAGE per capita for those cities 5k-10k for Utah cities who have a County SHERIFF contract
\$447,307	6.11%	\$72	This is the Y3 (ongoing) projected cost based on Heber City's partnership offer
\$476,626	6.51%	\$77	This is the projected cost based on the Wasatch County services offer
\$484,347	6.62%	\$78	This is the Y1 (startup) cost based on Heber City's partnership offer

Note: Y3 column is basically an assumption of saving for capital replacement items with a divisor of 5 (years)

	Heber City partnership	Y2	Y3	Wasatch Sheriff partnership
	\$484,347.00	\$406,047.00	\$447,307.00	\$476,626.18
Wages and Benefits	278206	278206	278206	286000
Training	4000	4000	4000	6000
Overtime (estimated)	12000	12000	12000	\$12,336.18
Vehicle	32000		32000	46000
Vehicle equipment	20000		4000	(included with vehicle)
Officer Equipment	21000		4200	8000
Uniforms	1200		240	
Patches	200		40	
Badges	500		100	
Computer	3400		680	
Admin	58841	58841	58841	57690
Fuel (estimated)	8000	8000	8000	10400
Office expenses				3000
Spillman				1000
Radio				1200
Dispatch	45000	45000	45000	45000

In the below comparison, I've removed the lines that are basically "pay as you go/Actual" items. While an estimate is useful for budgeting, in both cases we will simply pay actual anyway, So for comparison the differences in estimates are pointless.

	Heber City partnership		Y3		Wasatch Sheriff partnership
	Y2				
	\$464,347.00	\$386,047.00	\$427,307.00		\$448,130.00
Wages and Benefits	278206	278206	278206		286000
Training	4000	4000	4000		6000
Vehicle	32000		32000		46000
Vehicle equipment	20000		4000	(included with vehicle)	
Officer Equipment	21000		4200		8000
Uniforms	1200		240		
Patches	200		40		
Badges	500		100		
Computer	3400		680		
Admin	58841	58841	58841		56130
Spillman					1000
Dispatch	45000	45000	45000		45000

- What is the county obligated to provide to all county residents?
What is it not obligated to provide?
- What enforcement services are needed/wanted by Midway?
- Does Midway need **additional** police services?
- Different cities do different things. Do approaches vary based on circumstances outside the cities' control? Cost of living, demographics, political or social issues, etc...
- What is a fair price? What is a typical spend?
- Are the actual offers given to Midway substantially different based on price? Based on Services offered?

ZONING ENFORCEMENT

- Historically, Planning Department staff have performed code enforcement as part of their general duties. This generally consists of staff members touring the City on a weekly basis to note Code violations. During these rounds, staff routinely removes signs from road rights-of-way and otherwise non-compliant signage. Staff investigates complaints received from the public, notifies citizens of Code violations, and in conjunction with legal counsel, prosecutes violations and enforces compliance.

ZONING ENFORCEMENT OPTIONS

- One option is for Midway City to hire a part-time or full-time Code Enforcement Officer. As an employee, such person would gain familiarity with the Midway Code and could focus upon enforcement in Midway. This would come at the cost of a salary (and benefits if full-time). Another item for discussion is whether enforcement in Midway warrants a full-time compliance officer.

ZONING ENFORCEMENT OPTIONS

- Another option discussed by City Council in the past is hiring police officer(s) to perform code enforcement in conjunction with law enforcement responsibilities.
- Staff consulted with the Heber Police and were advised that their police officers perform limited code enforcement. Heber has a full-time code enforcement officer.
- Staff consulted with the Sheriff's Department and received a similar response.

ZONING ENFORCEMENT OPTIONS

- A third option may be to share code enforcement with surrounding municipalities.
- In speaking with the Heber Police Department and Sheriff's Department, this does not appear to be a realistic option at this time.
- Chief Sever advised that Heber police could provide backup to City staff performing code enforcement if ever needed and provide a radio so staff could contact officers directly rather than proceeding through dispatch.

ZONING ENFORCEMENT OPTIONS

- A fourth option would be to keep the status quo, with staff performing code enforcement.