

City of
WASHINGTON TERRACE
Utah

Regular City Council Meeting

Tuesday, February 3, 2026

5249 South 400 East

Washington Terrace, UT 84405

801.393.8681

www.washingtonterrace.gov

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1. <u>WORK SESSION :</u>	5:00 P.M.
Topics to include; but are not limited to:	
- Monthly Financial Review	
- Response to Council Requests from Council Retreat	
2. <u>ROLL CALL</u>	6:00 P.M.
3. <u>PLEDGE OF ALLEGIANCE</u>	
4. <u>WELCOME</u>	
5. <u>CONSENT ITEMS</u>	
5.1 APPROVAL OF AGENDA AND JANUARY 20, 2026, COUNCIL MEETING	
Any point of order or issue regarding items on the agenda or the order of the agenda needs to be addressed here prior to the approval of the agenda. Minutes approved in open meeting become the official record	
6. <u>CITIZEN COMMENTS</u>	
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. "Washington Terrace City is committed to civility. We strive to act and speak with dignity, courtesy, and respect at all times. All are asked to join us, and act and speak accordingly."	
7. <u>NEW BUSINESS</u>	
7.1 DISCUSSION/MOTION: APPROVAL OF 2026 APPLICATION AND CITY CONTRIBUTION MATCH FOR THE UTAH OUTDOOR	

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.

RECREATION GRANT

The City will be submitting an application for Wright Park playground equipment replacements.

7.2 MOTION/RESOLUTION 26-01: APPROVAL OF INTERLOCAL AGREEMENT BETWEEN WASHINGTON TERRACE CITY, MARRIOTT-SLATERVILLE CITY AND OGDEN VALLEY CITY FOR JUSTICE COURT SERVICES

7.3 DISCUSSION/MOTION: APPROVAL TO AWARD CONSTRUCTION CONTRACT FOR THE 2025 CDBG PROJECT : STREET ACCESSIBILITY AND SAFETY PROJECT- ROHMER PARK ENTRANCE (NORTH END)

The approval of the notice to award to the contractor was delayed due to a delay in receiving the executed contract with the state for the 2025 CDBG grant cycle.

8. COUNCIL COMMUNICATION WITH STAFF

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

9. ADMINISTRATION REPORTS

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

10. UPCOMING EVENTS

February 16th City Offices closed for President's Day

February 17th: Work Session (5:00 p.m.) and Council Meeting (6:00p.m.)

February 26th : Planning Commission (Tentative)

March 3rd: Work Session (5:00 p.m.) and Council Meeting (6:00 p.m.)

11. MOTION: ADJOURN INTO CLOSED SESSION

- To discuss the character, professional competence, or physical or mental health of an individual.
- Strategy session to discuss pending or reasonably imminent litigation
- Discussion regarding deployment of security personnel, devices, or systems
- Strategy sessions to discuss the purchase, exchange, or lease of real property when public discussion of the transaction would disclose the appraisal or estimate value of the property under consideration or prevent the public body from completing the transaction on the best possible terms.

12. ADJOURN THE MEETING

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City of Washington Terrace

Minutes of a Regular City Council meeting

Held on January 20, 2026

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

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

Mayor Mark C. Allen

Council Member Anna Davidson

Council Member Zunayid Z. Zishan

Council Member Cheryl Parkinson

Council Member Jeff West – excuse

Council Member Michael Thomas

Fire Chief Clay Peterson

Public Works Director Jake Meibos

City Recorder Amy Rodriguez

City Recorder Amy Rading
City Manager Tom Hanson

OTHERS PRESENT:

None

1. WORK SESSION:

5:00 P.M.

Topics to include; but are not limited to:

- Capital Investment Plan review
 - **Fire Department CIP**

Chief Peterson outline the capital equipment that will need to be placed in the Capital Improvement Projects list over the next 20 years. He stated that the Department received a Rosenbauer Timberwolf Fire Truck through a grant in 2024, however, he noted that the chassis is a 2021. He stated that this is on a 15-year replacement plan.

Chief Peterson stated that the city purchased a used 2002 100-foot ladder truck about 15 years ago from West Valley City. He stated that the electronics are over 20 years old, making them unreliable. He stated that replacement parts are scheduled for 2027. He stated that if we were to go new, it would cost 2.2 million. He stated that he would rather find used engines for a lower price, noting that the ladder trucks do not get used as much as the other engine. Chief stated that we need to have at least 2 vehicles in case one is out of service. Chief stated that we need to keep a ladder truck to keep our ISO rating. Chief Peterson stated that there are other ladder trucks in the area, however, if the trucks are on a medical call or on another call, it is out of service for anything that we may need. He stated that we shouldn't be reliant on other cities. Chief Peterson stated that if we lose our ISO rating, it would mean insurance rate increases for residents within the city.

Chief Peterson stated that the 2023 Ford F550 Chassis was purchased through the CDBG Funding Program. He stated that the replacement plan is set for 2033. He stated that this apparatus is mainly used for brush fires and is not used as much as other apparatus.

46 Chief Peterson stated that the Scott SCBA Fill Station purchased through grants are scheduled to be replaced
47 in 2031. He stated that the tank replacement will cost around \$90,000.
48

49 Chief Peterson stated that the motorolla radios show as a high item because it includes all the radios in the
50 department. He stated that replacement cost will be \$95,000. The radios have a 10-year shelf life to maintain
51 up to date current equipment. He stated that it could be sooner if the state changes their radio requirements.
52

53 Chief Peterson stated that he does not have many items in his CIP, however, they are all high ticket items.
54 He stated that the biggest consideration to think about now is the 2023 Ford F550 replacement.
55

56 He stated that he recommends finding a demo instead of a brand-new engine. He stated that if we were to
57 build an apparatus, it would take four to five years to build and receive. Council Member Zishan noted that
58 it seems like we are spending too much effort on fixing the ladder truck when there is one in South Ogden.
59 Council Member Parkinson stated that there are concerns about having a ladder truck that isn't used much,
60 but recognizes that a ladder truck could service those buildings in the city that could use a ladder truck. She
61 also noted that having two vehicles with different functions may be better than having two of the same
62 vehicle doing the same functions in the city.
63

64 Chief Peterson stated that there needs to be heavy consideration on replacing the truck in 2027.
65

- Public Works CIP

66 Jake Meibos explained how the Public Works Capital Projects fit within the Council Policy Priorities.
67 Meibos stated that he will focus on the 0-5 CIP projects for the department.
68

69 Meibos highlighted the road reconstruction projects for 0-5 years (estimated FY 2028-2031). He stated that
70 funding is in the current budget, however, nothing has been approved at this time. Meibos noted that much
71 of the infrastructure due for replacement was installed in 1957.
72

73 Meibos stated that the culinary water projects coincide with each other and outlined the projects for FY 27-
74 2030. Meibos explained that he looks at the estimated life of the pipe (50- 60 years), the maintenance history
75 of the pipes, and the road projects that may coincide with the work when determining timeline for projects.
76 Meibos stated that some grants are available for water structure, however, he noted that it is hard to find
77 grants for water maintenance projects. Hanson stated that we strategize to use "pay as we go", and other
78 times GO bonds may need to be considered. Hanson stated that he doesn't know what our capacity for future
79 grants would be.
80

81 Meibos explained the CIP projects associated with storm drains. Hanson stated that the Regional Detention
82 Basin at TH Bell Jr High is of high importance.
83

84 Meibos explained the 2020-2025 CIP projects that are completed, noting that the total cost was \$7.8 million,
85 with \$ 2.5 million received through grant funding.
86

87 Meibos explained his asset management planning philosophy, noting that the planning is to ensure that we
88 get the most value from our assets and have the financial resources in place when they need replacement.
89 He noted that infrastructure projects are typically high value projects that are critical to communities.
90

91 Meibos explained the proposed lighting plan for the parks. He stated that they may be part of phase four of
the Pickleball Plaza.

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

95 Mayor Mark C. Allen

96 Council Member Anna Davidson

97 Council Member Zunayid Z. Zishan

98 Council Member Cheryl Parkinson

99 Council Member Jeff West – excused

100 Council Member Michael Thomas

101 City Recorder Amy Rodriguez

102 City Manager Tom Hanson

103 Lt. Sean Endsley, Weber County Sheriff

104

105 **OTHERS PRESENT:**

106 None

107

108 2. **ROLL CALL** 6:00 P.M.

109

110 3. **PLEDGE OF ALLEGIANCE**

111

112 4. **WELCOME**

113 Mayor Allen expressed his condolences to the West family.

114

115 5. **CONSENT ITEMS**116 5.1 **APPROVAL OF AGENDA AND JANUARY 6, 2026, COUNCIL MEETING**117 Mayor Allen stated that the closed session will be postponed until the next meeting. It will
118 be taken off of the agenda. Corrections to two attendee's information will be made to the
119 final minutes. Item 5.1 approved by general consent

120

121 6. **CITIZEN COMMENTS**

122 There were no citizen comments.

123

124 7. **NEW BUSINESS**

125

126 7.1 **DISCUSSION/ACTION: CONSIDERATION TO RECOGNIZE INDIGENOUS
PEOPLE'S DAY IN LIEU OF THE COLUMBUS DAY HOLIDAY**127 Council Member Zishan stated that Columbus did not really discover Americans and stated that there is a
128 lot of misconceptions about Christopher Columbus and stated that many states and hundreds of cities are
129 appropriately recognizing Indigenous People's Day instead of honoring a "genocidal maniac". He stated
130 that he feels that it is about time that we recognize that day as Indigenous People's Day. He stated that it is
131 a national holiday, but not everyone observes it like a federal holiday.

132

133 Council Member Parkinson stated that she taught U.S. history and worked through the ideas of expansion
134 and exploration of the new world, stating that Christopher Columbus was recognized as one of the first
135 great leaders for exploration and expansion of the new world. Council Member Parkinson stated that he
136 had a lot of things going on at that time that were good and also noted that there were a lot of things that
137 happened that were horrible. She stated that we need to recognize that his exploration did open up the

138 expansion of more exploration to our country.
139 Council Member Parkinson stated that indigenous people were very impacted by all exploration that came
140 here, not just Columbus. Council Member Parkinson stated that their experiences were tragic. She stated
141 that they were impacted by diseases, slavery, war, fighting and pushing them out of the territory.
142
143 Council Member Parkinson stated that she looked in the pros and cons of why it is called Columbus Day
144 and why so many people are looking at it as Indigenous People's Day.
145 She stated that she found that the issue was taken to President Biden in 2019, that the president chose to
146 accept and recognize both holidays on that day. She stated that it recognizes the discovery of exploration
147 of our nation and the impact of indigenous people and how important their role is in our country history.
148 She stated that she would like to follow that example and recognize both and not turn away from
149 Columbus day because of the impact of exploration on the country's development.
150
151 Council Member Zishan stated that when it comes to whom we are celebrating, keep in mind that
152 Columbus did not come to explore, he was looking for India to trade spices. Council Member Zishan
153 stated that the indigenous people's population was 250,000 and within a decade it was down to 220.
154 Council Member Zishan read a passage from the diary of Columbus and how he explained the Taino
155 people who first greeted him. The passage described his thoughts on the people and how they would easily
156 be made into servants. Council Member Zishan stated that the abuses of women and children are
157 unspeakable and asked why we would celebrate someone like that.
158 Council Member Parkinson stated that the enslavement that happened during that time frame was part of
159 the creation of the idea for Columbus to work in the slave trade. She stated that the slave trade expanded
160 into the Americas with some of the indigenous people putting other tribes into enslavement by selling
161 them to Europeans. She stated that Columbus was not the only person in the slave trade noting that it was
162 an acceptable thing in that area and in that time. She stated that we have different eyesight when we are in
163 a situation rather than when we are looking back upon it. Council Member Parkinson stated that hopefully
164 we learn from these things. She stated that her view is not to look upon Columbus as a hero, but rather that
165 his expansion and exploration really lead into what we have as the United States.
166
167 Council Member Thomas stated that he is open to combining them both. He stated that both expanded in
168 different ways. He stated that the indigenous people found with one another and did different things. He
169 stated that the Europeans are known to explore, expand and grow and lose colonies in different areas. He
170 stated that he does not want to totally exclude Columbus Day.
171
172 Council Member Davidson stated that there are two perspectives, one glorifies an explorer in colonial
173 beginning and one confronts suffering and celebrates the survival of indigenous people. She stated that it is
174 best not to erase history and believes it is a good compromise to not erase how it began and also celebrate
175 the people who suffered the most. She stated that that we perpetuate the cycle if we don't learn from it.
176
177 Council Member Parkinson stated that she wants to make sure we are looking forward and respectfully
178 from where we are today.
179

180 **Motion by Council Member Thomas**
181 **Seconded by Council Member Parkinson**
182 **To approve to combine the Columbus Day and Indigenous People's Day Holidays**
183 **Approved (3-1)**

Aye- Council Member Parkinson
Aye-Council member Thomas
Aye- Council Davidson
Nay- Council Member Zishan

Council Member Zishan stated that he opposes, noting that he understands that one this is remembering what happened, and the other thing is celebrating. He stated that when you make a day out of a genocidal maniac, you are celebrating him still and stated that he will not vote for that.

7.2 DISCUSSION/MOTION: APPROVAL OF THE CITY CONTRIBUTION AMOUNT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT 2026 APPLICATION

Rodriguez stated that the Council approved the CIP priorities list for CDBG project applications. The 500 West Trenchless Sewer Main Rehabilitation Project was chosen due to the high priority nature of the project. The project will include rehabilitation of failing and blocked sewer main lines on 500 West between 4400 and 4800 South. Rodriguez stated that the CDBG application is due at the end of the month and is near completion. Rodriguez stated that to maximize as many points as possible in the rating and ranking system, the City will commit to funding 38.5 percent of the project as our matching contribution. Rodriguez stated that the engineer's estimate for the project is \$350,886. The application will ask for \$215,795 in CDBG funding, with the remaining \$135,091 commitment from the city. Rodriguez stated that formal bidding will be held in April or May before the final application is due. Staff is asking for approval for the contribution match of 38.5 of the project as outlined in the staff report. Rodriguez stated that the project has been budgeted and partially funding in the Sanitary Sewer Fund.

**Motion by Council Member Parkinson
Seconded by Council Member Thomas
To approve the 2026 CDBG application and
Contribution match of 38.5 as outlined in the staff report
Approved unanimously (4-0)**

8. COUNCIL COMMUNICATION WITH STAFF

Council Member Thomas thanked the Public Works crew for their hard work on the recent water leaks and pipes.

Parkinson stated that she spoke with Hanson on how they handle the situations when the crew is working all evening through the morning. She stated that it is amazing that the Public Works Crew is basically on call 24/7. She stated that she is not sure if residents realize that and stated that she appreciates them very much.

Mayor Allen stated that there are some new Mayors on the subcommittee concerning the Weber County Transfer Station issue. He stated that it is looking optimistic moving forward.

Council Member Zishan stated that the ISO rating is made out of 50% percent fire, 40% percent water, and 10% emergency communications. He stated that he would like to learn more on the ISO rating and how it would affect our residents moving forward.

230
231

232 **9. ADMINISTRATION REPORTS**

233
234 Hanson stated that Meibos is working with the contractor on the pricing on the Rohmer North End Project.
235 Hanson stated that Grava is working on the Victory Park Project request for Proposal.

236

237 **10. UPCOMING EVENTS**

238 January 29th : Planning Commission (Tentative)
239 February 3rd : Work Session (5:00 p.m.) and Council Meeting (6:00 p.m.)
240 February 16th City Offices closed for President's Day
241 February 17th: Work Session (5:00 p.m.) and Council Meeting (6:00p.m.)
242 February 26th : Planning Commission (Tentative)

243

244

245 **11. MOTION: ADJOURN INTO CLOSED SESSION**

246 This Item has been stricken from the agenda.

247

248 **12. ADJOURN THE MEETING**

249 **Motion by Council Member Davidson to adjourn the meeting**
250 **Mayor Allen adjourned the meeting at 6:42 p.m.**

251

252

253 Date Approved

City Recorder

City of
WASHINGTON TERRACE
Utah

City Council Staff Report

Author: Carlos Grava

Subject: Wright Park Playground Replacement – 2026 Utah Outdoor Recreation Grant Application Approval

Date: 02/03/2026

Type of Item: Discussion / Motion

Summary Recommendation: Approval of the Application for the 2026 Utah Outdoor Recreation Grant for the Wright Park Playground Replacement project.

Description: The Wright Park Playground Replacement project is part of our Terrace Capital Investment Projects (TCIP). This playground is over 20 years old and has already had parts removed permanently due to unsafe conditions and because replacement parts are no longer manufactured.

- A. **Topic:** Approval of the Application for the 2026 Utah Outdoor Recreation Grant for the Wright Park Playground Replacement project.
- B. **Background:** The Wright Park Playground Replacement project was added to the TCIP about five years ago as part of the 0 to 5 years parks plan. We were strategically seeking opportunities to acquire a replacement playground through a grant that would maximize city funds.
- C. **Analysis:** Since this project is part of our 0 to 5 years parks plan, and in the past couple of years, its conditions and safety have deteriorated, we found the opportunity to apply for the Utah Outdoor Recreation Grant to replace this playground and offer the users of Wright Park a safe and upgraded playground equipment for their recreational use.

D. Fiscal Impact:

Washington Terrace City

2026 UT OUTDOOR RECREATION GRANT APPLICATION - Fiscal Impact

Wright Park - Playground Replacement

PROJECT COST

Construction&Engineering (one-time)	\$ 204,672	Estimate (attached)
O&M (NEW ongoing-annual)	\$ -	No new ongoing O&M costs
Maintenance & Cleaning	10 staff hours	
Wood fiber surface playground	800	
	\$ 800	

PROJECT FUNDING

Construction&Engineering (one-time)	\$ 204,672
Total Grant - Construction (to be applied for)	\$ 85,280
City - grant match - Construction (to be appropriated)	85,280
City - Engineering&Contingency (to be appropriated)	34,112
Parks Capital Project Fund 53 fund balance	119,392
Total City	\$ 119,392

O&M (ongoing-annual)	\$ -	No new ongoing O&M costs

Levels of Service	Maintain

E. **Department Review:** City Manager, Parks & Recreation, Public Works, and Finance.

Alternatives:

- A. **Approve the Request:** Approval of the Application for the 2026 Utah Outdoor Recreation Grant for the Wright Park Playground Replacement project.
- B. **Deny the Request:** Due to the 2026 Utah Outdoor Recreation Grant deadline, denying the grant application will result in a pause on this project until further action can be taken and will mean no possibility of Utah Outdoor Recreation Grant funds for 2026.

City Council Staff Report

W^{City of}ASHINGTON TERRACE *Utah*

Author: Tom Hanson

Subject: Ogden Valley City Court Interlocal Agreement

Date: February 3, 2026

Type of Item: Discussion / Action / Resolution

Summary Recommendation: Staff would recommend entering an Interlocal Agreement with Ogden Valley City (OVC) to serve their Justice Court cases. OVC sees a need to make attending court more accessible for their residents. Based on projections, Washington Terrace will be able to service the agreement with no additional personnel requirements. There will be a slight bump to the prosecutor and the judge. Based on potential case load, it is anticipated that serving OVC may add \$32.486 in revenue annually.

Description:

- A. **Topic:** Entering an Interlocal agreement with Ogden Valley City to serve their JC Court requirements.
- B. **Background:** Ogden Valley City reached out to staff to determine the possibility of joining Washington Terrace / Marriott-Slaterville City court. Washington Terrace has been in a successful 50/50 partnership with Marriott-Slaterville that has benefited both cities.
- C. **Analysis:**

After reviewing the impact of an additional 480 cases per year, staff determined that this increase will not adversely affect the city. The additional caseload remains below the threshold that would require the court's classification to increase from Class II to a Class I rating. A Class II court is defined as having an annual caseload within the applicable Class II case volume between 201-500 findings /month.

Washington Terrace Justice Court remains well under the maximum caseload that would place it in a higher classification. Staff reviewed several cost-related factors associated with court operations, including the impact on the judge's salary, prosecutor compensation, and other direct ("hard") court costs. The outcomes of those reviews are summarized below.

Note that the 50/50 split is determined by state statute and includes the staff time, building, office supplies etc. The range also includes the judge and prosecutor costs.

D. Fiscal Impact:

- Judges Salery Increase: estimation 2.5% or \$1,000 annually (Included in the 50%)
- Prosecutor Salary Increase: Estimation 2.5% \$300.00 annually (Included in the 50%)
- Interpreter: Hard cost directly billed to Ogden Valey City.
- Public Defender: Hard cost directly billed to Ogden Valey City.
- Witness Fees: Hard Cost Directly billed to Ogden Valey City.

- Revenue: After the deduction of the State Surcharge revenue is anticipated to be \$32,486.00.
- After state surcharge, Ogden Valey City is anticipated to receive \$32,486.00 less deducted hard costs.

E. Department Review:

Staff have conducted a thorough review of the opportunity to provide justice court services to Ogden Valley City. This due diligence included an assessment of the potential value to the city, as well as our current court personnel capacity and resources.

We look forward to this opportunity and believe it would serve the best interests of both Washington Terrace and Ogden Valley City.

Alternatives:

- Approve the Request:** Approving the agreement allowing staff to forward the request to the Administrative Office of the Court for consideration and potential approval. This process may take up to six weeks.
- Deny The Request:** Stop the opportunity to work with Ogden Valley City for court services.
- Continue the Item/Impact:** Delays submission to the AOC and the process as described.

**WASHINGTON TERRACE CITY
RESOLUTION 2026-A**

INTERLOCAL AGREEMENT FOR JUSTICE COURT

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN
WASHINGTON TERRACE CITY, MARRIOTT-SLATERVILLE CITY, AND
OGDEN VALLEY CITY FOR JUSTICE COURT SERVICES.**

WHEREAS, Washington Terrace City is a municipal corporation duly organized and existing under the laws of the state of Utah;

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, requires that governing bodies of governmental units adopt resolutions approving an interlocal agreement before such agreements may become effective;

WHEREAS, Washington Terrace City, Marriott-Slaterville City, and Ogden Valley City have negotiated the attached Interlocal Agreement set forth in Exhibit "A" attached hereto and incorporated herein by this reference for the purposes provided therein;

WHEREAS, the Parties find mutual benefit under this Interlocal Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Washington Terrace City that the Interlocal Agreement set forth in Exhibit "A" is entered with for the purposes authorized in the Interlocal Agreement and is hereby approved and incorporated by this reference. The Council hereby authorizes the Mayor to execute the Interlocal Agreement for and on behalf of the City.

PASSED AND APPROVED by the Washington Terrace City Council this ____ day of _____, 2026.

Mayor

ATTEST:

City Recorder

ROLL CALL VOTE	Aye	Nay	Absent
Council Member Davidson			
Council Member Zishan			
Council Member Parkinson			
Council Member West			
Council Member Thomas			

**INTERLOCAL COOPERATION AGREEMENT FOR THE
WASHINTON TERRACE/MARRIOTT-SLATERVILLE/OGDEN VALLEY JUSTICE COURT**

THIS INTERLOCAL COOPERATION AGREEMENT (hereafter "Agreement") effective this ____ day of _____, 2026, which is the last date entered below, is entered into between the City of Washington Terrace, Marriott-Slaterville City, and Ogden Valley City which are collectively referred to as the "Parties" and individually as the "Party" to this Agreement.

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;

WHEREAS, all of the Parties are public agencies as defined by the Interlocal Cooperation Act;

WHEREAS, the Parties are all municipal corporations duly organized under Title 10 of the *Utah Code Annotated*, as amended;

WHEREAS, the Ogden Valley City desires to join the existing Washington Terrace/Marriott-Slaterville Justice Court;

WHEREAS, the Parties desire to operate a consolidated Justice Court as provided in this Agreement;

WHEREAS, the Parties realize and obtain mutual benefit under this Agreement by consolidated Justice Court services;

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

**SECTION ONE
CONSOLIDATED JUSTICE COURT**

1. Consolidation. In accordance with the Utah Interlocal Cooperation Act, Title 11, Chapter 13, *Utah Code Annotated*, 1953, as amended, Ogden Valley City is hereby consolidated with the existing Washington Terrace/Marriott-Slaterville Justice Court which shall be known and captioned as THE "WASHINGTON TERRACE/MARRIOTT-SLATERVILLE/OGDEN VALLEY JUSTICE COURT" (hereafter the "Justice Court").
2. Jurisdiction. The jurisdiction of the Justice Court shall include the municipal limits of the City of Washington Terrace, Marriott-Slaterville City, and Ogden Valley City.
3. Location. The Justice Court shall be located at 5429 S South Pointe Dr, Washington Terrace, UT 84405.

4. Class. It is anticipated that the created Justice Court will operate as a Class II Justice Court as provided by state law, which is the same class as the current Washington terrace Justice Court. It is also anticipated that Ogden Valley City will increase the caseload of the Justice Court by an approximately additional 480 cases per year and that this increase caseload is not sufficient to change the classification of the Justice Court from its current Class II status. If at any time in the future the Justice Court is required to upgrade to a new class as provided by law, then the Justice Court shall proceed accordingly. Nothing in this part shall be construed to prevent the Justice Court from changing to a lower class if that is determined solely by the City of Washington Terrace.
5. Consideration. In consideration of this Agreement, the City of Washington Terrace Justice Court shall retain Fifty Percent (50%) of the gross amount of fines received by the Justice Court for violations of law occurring within the legal boundaries of Marriott-Slaterville City and Ogden Valley City. Payment of the remaining 50% of the gross fines shall be remitted, less state surcharges, before the last day of each month for the prior month, by check payable to said cities respectively under this Agreement.
6. Services. The services provided by the City Washington Terrace under this Agreement shall include all services for the operation of the Justice Court, including staff and prosecution services. The City of Washington Terrace may reimburse itself, where applicable, for: witness fees, juror fees, public defender fees, and interpreter costs.
7. Designated Contacts. the City Manager of the City of Washington Terrace, the City Administrator of Marriott-Slaterville, and a designee from Ogden Valley City are the Primary Contacts in the administration of this Agreement.

SECTION TWO GENERAL PROVISIONS

1. Duration. The duration of this Agreement is the maximum time period for an interlocal agreements under state law in effect at the time this Agreement was entered.
2. Termination. This Agreement may be terminated by either party upon 180 days written notice from the Primary Contact of one City to the Primary Contact of the other cities.
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 Utah Code § 11-13-101, as amended, and upon any approval that may be required from the Administrative Office of the Court of the State of Utah.
4. Amendment. This Agreement may be changed, modified, or amended by written interlocal agreement of the Parties, along with the adoption of appropriate resolutions from the Parties, in accordance with 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 any Party except for the resolutions of each Party herein attached and incorporated by reference.

6. Employee Status. It is understood and agreed by the Parties that any and all personnel employed by a specific City shall remain an employee of that respective City and shall abide by the personnel policies of that respective City. All Justice Court personnel shall remain employees of the City of Washington Terrace, and subject to the policies and employment standards of the same. The Parties shall not assume any liability for employees of the other.
7. Warranties. The Parties represents and warrant the Parties are each a public agency within the meaning of the Interlocal Cooperation Act, and are authorized to execute and deliver this Agreement. There is no litigation, legal action, investigation, or other conflict between the Parties that may adversely affect this Agreement.
8. Documents. The Parties will each receive an executed copy of this Agreement for the public record. Documents relating to the Justice Court shall all be maintained by the City of Washington Terrace in accordance with the applicable retention schedule.
9. Governing Law. This Agreement is governed by the laws of the State of Utah as to interpretation and performance.
10. Transferable. This rights, duties, powers and obligations of this Agreement may not be transferred, assigned, or delegated without the written consent of the Parties.
11. 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. 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.

DATED this _____ day of _____, 2026.

FOR THE CITY OF WASHINGTON TERRACE:

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

DATED this ____ day of _____, 2026.

FOR MARRIOTT-SLATERVILLE CITY:

Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

City Attorney

DATED this ____ day of _____, 2026.

FOR OGDEN VALLEY CITY:

Mayor

ATTEST:

APPROVED AS TO FORM:

City Recorder

City Attorney

City Council Staff Report

Author: Jake Meibos

Subject: Rohmer Park North Entrance CDBG Project

Date: 2/3/2026

Type of Item: Discussion / Motion

City of
WASHINGTON TERRACE
Utah

Summary Recommendation: Award the contract to the selected contractor for the Rohmer Park North Entrance CDBG Project.

Description:

A. **Topic:** City Council approval is requested for awarding the 2025 CDBG Rohmer Park North Entrance Project.

The Scope of the project consists of:

- Sidewalk
- ADA ramps
- Pedestrian crossings
- Retaining wall
- Signage

B. **Background:** Currently there isn't sidewalk access at the north entrance to Rohmer Park. Installing ADA ramps and sidewalk to the area will provide safe pedestrian access to the park.

C. **Analysis:** Staff have collaborated with the residents in the area and engineering to design a safe and feasible project.

The engineer's construction estimate for completion of the project is \$150,558.75.

6 contractors submitted bids for the project and opened July 8th. MSCI submitted the low qualified bid of \$67,998.00

Staff have reviewed the option to expand the scope of the project with to maximize the CDBG funding and the cities required match funding.

Additional scope of work:

- Remove the old railroad tie stairs
- Install a concrete staircase to access the lower Rohmer Park area

MSCI has provided a bid for the additional scope of work for \$69,059.94

D. **Fiscal Impact:** CDBG has committed funds to support the completion of the project.

CDBG- \$116,807

City funds- \$73,123

Estimated total Project- \$189,930

Total contractor bid- \$137,057.94

Washington Terrace City

2025 CDBG APPLICATION - Fiscal Impact

Rohmer Park - Sidewalk Accessibility & Safety Project

PROJECT COST

Contruction&Engineering (one-time)	\$ 189,930
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Construction - MSCI	137,058
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Engineering & Contingency	52,872
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O&M (NEW ongoing-annual)	TBD
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PROJECT FUNDING

Contruction&Engineering (one-time)	\$ 189,930
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Total Grant - Construction	\$ 116,807
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City - grant match - Construction	20,251
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City - Engineering&Contingency	52,872
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Total City	\$ 73,123
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Parks CIP 53 (GL 53-70-04)	\$ 75,000
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Roads CIP 56 (56-41-02)	\$ 114,930
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O&M (ongoing-annual)	TBD
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Levels of Service	Increase
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E. Department Review: Public Works, City Manager, City Recorder

Alternatives:

- A. Approve the Request:** Allow the award of the 2025 CDBG Rohmer Park North Entrance Project to MSCI for the total bid amount of \$137,057.94 and authorize the mayor and staff to execute all applicable contract documents.
- B. Deny The Request:** Deny the request will prolong the completion of the project and may forfeit the CDBG funds.