



Regular City Council Meeting

Tuesday, October 6, 2026

5249 South 400 East

Washington Terrace, UT 84405

801.393.8681

www.washingtonterrace.gov

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1. **WORK SESSION** **5:00 P.M.**

Topics to include; but not limited to:

- **Proposed Flag Football Program**
- **Proposed Pickleball Tournaments**
- **Flock Camera Discussion**

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

3. **PLEDGE OF ALLEGIANCE**

4. **WELCOME**

5. **CONSENT ITEMS**

5.1 APPROVAL OF AGENDA AND SEPTEMBER 15, 2026, COUNCIL MEETING MINUTES

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 an open meeting become the official record.

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. "Washington Terrace City is committed to civility. We strive to act and speak with dignity, courtesy, and respect at all times."

7. **NEW BUSINESS**

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.

7.1 DISCUSSION/MOTION: APPROVAL OF IMPLEMENTATION AND FUNDING OF A FLAG FOOTBALL PROGRAM

7.2 DISCUSSION/MOTION: APPROVAL OF IMPLEMENTATION AND FUNDING OF PICKLEBALL TOURNAMENTS

7.3 DISCUSSION/DIRECTION: DIRECTION ON REMOVAL OF EXISTING FLOCK CAMERAS WITHIN THE CITY

Direction from Council as to whether they would like to have existing Flock cameras within the city removed.

7.4 DISCUSSION/DIRECTION: DISCUSSION ON INCLUSION OF A FLOCK CAMERA QUESTION IN THE UPCOMING CITYWIDE SURVEY

7.5 MOTION/RESOLUTION 26-13 : INTERLOCAL AGREEMENT WITH WEBER COUNTY FOR ELECTION SERVICES

The City contracts/partners with Weber County for election services for municipal elections. Contract will be for 2027 and 2029 municipal elections.

7.6 MOTION/RESOLUTION 26-12 : WASHINGTON TERRACE POLICY AND PROCEDURES AMENDMENT

Amendment to the policy and procedures manual is the addition of a “cost recovery” component for Commercial Drivers Licenses if employee terminates employment before a certain timeframe.

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

October 12th: City Offices closed for Observance of Indigenous People’s Day/Columbus Day Holiday

October 20th City Council Meeting 6:00 p.m.

October 28-29th: ULCT annual Conference

October 29th: Planning Commission Meeting – 6:00 p.m. Tentative

11. ADJOURN THE MEETING

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City of Washington Terrace

Minutes of a Regular City Council meeting

Held on September 15, 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

Council Member Michael Thomas

Building Official Tyler Seaman

City Recorder Amy Rodriguez

City Manager Tom Hanson

OTHERS PRESENT:

Kathryn Craynor, Suzie Hernandez

1. ROLL CALL

6:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. WELCOME

4. CONSENT ITEMS

4.1 APPROVAL OF AGENDA AND SEPTEMBER 1, 2026, COUNCIL MEETING MINUTES

Item 4.1 was approved by general consent

5. CITIZEN COMMENTS

Suzie Hernandez stated that the city put a pause on the contract for the trial flock cameras at the last meeting and she wanted to verify that the county has three in use at this time. She stated that she has concerns about how they were installed and the Weber County is in charge of them. She asked if they city was notified of the installation of the Flock Cameras and who was notified of the installment. She asked if Flock or the Sheriff Office installed the cameras. She asked for clarification on installment practices used.

She stated that she believes in the local Sheriff Office ability to keep our community safe without the use of the mass surveillance equipment. She stated that we need to take big strides to protect our community's privacy. She stated that Flock is collecting profiles from the data that they are collecting.

6. NEW BUSINESS

46 **6.1 MOTION/ORDINANCE 26-04: ORDINANCE AMENDING WASHINGTON**
47 **TERRACE CITY CODE TO REPEAL AND RE-ENACT SECTION 17.48.030 TO**
48 **COMPLY WITH AN UNFUNDED STATE MANDATE RELATING TO CERTAIN**
49 **ACCESSORY DWELLING UNITS**

50 Seaman stated that this ordinance was discussed in a work session at the last meeting. He stated that state
51 law has mandated detached accessory dwelling units to be allowed. He stated that our code allowed for
52 internal accessory dwellings, however, we are amending code to allow for the detached dwelling units.
53 Seaman stated that the code must be adopted by October 1, 2026.

54
55 Mayor Allen stated that the ordinance has the minimum requirements for the detached units. Seaman
56 stated that the ordinance states that 650 square feet is the smallest allowed for the detached unit. Seaman
57 stated that the DADU's must still follow all the requirements of building codes. He stated that it would be
58 hard to build 650 square feet and have all the requirements needed for building code regulations. Seaman
59 stated that the permits for the dwellings is ruled by the building codes (egress, fire, wind, etc.) Seaman
60 stated that he is comfortable that the ordinance will meet the needs of the city. He stated that there are
61 some concerns in the work session regarding fees and permits that will still need to be reviewed to provide
62 a safe housing unit within the city.

63
64 Council Member Zishan asked if the pricing is officially completed. Seaman stated that stated code just
65 allows the city to charge a fee. He stated that it now becomes a staff decision with an analysis. He stated
66 that it has not been completed as of yet. He stated that he will work with the City Manager and Public
67 Works Director to determine fair fees and what will be needed.

68
69 **Motion by Council Member Thomas**
70 **Seconded by Council Member West**
71 **To approve Ordinance 26-04**
72 **Amending Washington Terrace city code to repeal and re-enact**
73 **Section 17.48.030 to comply with an unfunded mandate relating to certain**
74 **Accessory dwelling units**
75 **Approve unanimously (5-0)**
76 **Roll Call Vote**
77

78 **7. COUNCIL COMMUNICATION WITH STAFF**

79 Council Member Thomas asked when the crosswalk and striping at Rohmer Park will be repainted.
80 Hanson stated that it is a high-level priority for his and the Public Works Director.
81 He stated that kids are climbing over the fence to get to school on 5000 South and asked if we
82 could contact Weber School District to determine if they could leave the gate open a little longer
83 for safety. Hanson stated that he will reach out to his contact.

84
85 Council Member West stated that residents have asked him to see if the crossing guards could stay
86 on duty a little longer to help kids who may linger behind. He asked if it was possible to get another
87 crossing guard. Council Member Parkinson stated that some children do dawdle and when she was
88 a teacher, they were encouraged to steer the children out. She suggested sending information home
89 with the children to educate the parents that they need to remind their children to leave timely.
90 Council Member West stated that Rohmer Park looks great and gave a shout out to Carlos Grava
91 for the great work that he is doing.

Hanson stated that we will need to rent the school for basketball practice and games. He stated that the school raised their rates and we will need to continue with them for this year. Hanson stated that we are looking at lower prices for practices for next year, possibly with South Ogden or the Military Academy.

Council Member Parkinson stated that she saw one of our Public Works crew working at the Crosslight. She stated that she appreciates that they are effectively working on issues when they Come up.

Council Member Zishan asked Hanson to elaborate on a comment that he made at the last meeting concerning removing Flock Cameras. He stated that Hanson said that if we ask the Sheriff to remove the cameras from our city that we would have to pay the remainder of the Sheriff's contract with Flock. Council Member Zishan stated that he is not asking the Sheriff to terminate their contract with Flock, just to remove them from our city, as residents do not want them here. Hanson stated that he is not sure of what the agreement entails. Hanson stated that the removal of the existing cameras can be put on a future agenda if at least three Council Members would like to discuss it.

Mayor Allen suggested that the agenda item wait until after the Flock Meeting at the Sheriff's Office on September 30th because more answers may be supplied then. Council Member Zishan asked Council if there was a majority interest in asking the County to remove or turn off their Flock Cameras in the city. Hanson stated that we want to be mindful of how Flock is being used. Mayor Allen suggested Council read the article in the Standard Examiner concerning Flock camera use in Ogden City. Council Members West and Davidson agreed that they would like to discuss the item after attending the meeting with the Sheriff to have more information.

Council Member Zishan asked if we are part of the Weber Basin Water Conservancy Districts "Landscape Lawn Exchange" Program, noting that this program allows residents to receive a rebate from Weber Basin if they change their lawn to xeriscape.

Hanson stated our ordinance was changed years ago to be a part of the "Flip the Strip Program" sponsored by Weber Basin. Mayor Allen stated that he may have been the first one to take part in the program.

Council Member Zishan asked if an extra bus route would be added to our city. Council Member West stated that it would need to be verified, but believes that the addition has been extended out a few years. Council Member Zishan stated that he would like us to add more bus routes and make them more accessible.

Mayor Allen stated that he noticed that several storm drains are covered with wet leaves. Hanson stated that it may be time to re-educate people on the "Adopt a Storm Drain" Program.

8. ADMINISTRATION REPORTS

Hanson stated that the city was informed that our Truth in Taxation was approved by the Tax Commission.

Hanson stated that sidewalk replacement has been going very well this year.

Hanson stated that he is working on the survey and it should be going out in a few weeks.

Council Member Zishan asked if the Flock removal question will be part of the survey. Hanson stated that it will not be in the survey.

Mayor Allen stated that he would appreciate everyone's attendance at the Emergency Preparedness Fair to be held this Thursday at the Fire Station. He also noted that an important training opportunity for elected officials concerning the role of the officials during an emergency will be held at the end of the month.

9. UPCOMING EVENTS

September 17th: Emergency Preparedness Fair 6:00 p.m. Fire Station
September 24th: Planning Commission- cancelled
September 29th: NIMS 402-Elected Officials Training- held at the Senior Center
October 6th: City Council Meeting 6:00 p.m.
October 12th: City Offices closed for Observance of Indigenous People's Day/Columbus Day Holiday
October 20th City Council Meeting 6:00 p.m.
October 29th: Planning Commission Meeting – 6:00 p.m. Tentative

10. ADJOURN THE MEETING

**Motion by Council Member Parkinson
Seconded by Council Member West
To adjourn the meeting
Approved unanimously (5-0)
Time: 6:52 p.m.**

Date Approved

City Recorder

City Council Staff Report

Author: Carlos Grava

Subject: Approval of the Implementation and Funding of a Youth Flag Football Program

Date: 10/06/2026

Type of Item: Discussion / Motion

Summary Recommendation: Approval proceeding with the implementation and funding of a youth flag football recreational program.

Description: The increase in operational costs to run our tackle football program and decline in its participation numbers, besides the city's interest in finding an alternative to reduce costs for football, prompted the recreation department to contact the partner cities that run a flag football program to check the viability of us implementing our own flag football program and join them where a partnership is required.

Topic: Approval of the Implementation and Funding of a Youth Flag Football Program.

- A. **Background:** With tackle football operational costs rising and participation numbers decreasing across our region, the department has been asked in past years to study the possibility of adding flag football to our offerings and discontinuing the tackle football program.
- B. **Analysis:** A flag football program would be the best alternative for our tackle football program. With the declining interest in tackle football, with our registration numbers just allowing us to have one team this season, the high operational costs of the program compared to a flag football program, and with the desire to decrease the costs of recreational programs, it is in the best interest of the department to implement a flag football program. However, it is worth noting that changing the program does not guarantee an increase in participation by children from our community; it only guarantees a reduction in operating costs of the football program.
- C. **Fiscal Impact:**
 - Annual Budget:** \$5,500
 - Projected Initial Revenue:** \$2,500
 - Projected Initial Number of Participants:** 50
 - Personnel Time:** 128 to 200 hours
- D. **Department Review:** City Manager, Parks & Recreation

Alternatives:

- A. **Approve the Request:** Approving the implementation and funding of a youth flag football recreational program will allow the recreation department to begin planning and set up the implementation with our partner cities.
- B. **Deny the Request:** If denied, the department will end planning for the flag football program and will continue with the tackle football until the City Council provides further direction.

City Council Staff Report

Author: Carlos Grava

Subject: Approval of the Implementation and Funding of Pickleball Tournaments

Date: 10/06/2026

Type of Item: Discussion / Motion

Summary Recommendation: Approval proceeding with the implementation and funding of Pickleball Tournaments managed by the recreation department.

Description: The recreation department plans to implement two to three pickleball tournaments annually as part of its offerings, including a Terrace Days Tournament. The City Council has expressed interest in offering pickleball tournaments to utilize our courts, especially a Terrace Days Pickleball tournament.

Topic: Approval of the Implementation and Funding of Pickleball Tournaments.

- A. **Background:** Since the construction of our pickleball courts at Rohmer Park, the City Council has shown interest over the years in offering pickleball tournaments to use our courts, especially a Terrace Days Pickleball tournament. The recreation department worked for a while to gather information on what it takes to run a pickleball tournament.
- B. **Analysis:** Implementing a pickleball tournament is viable because player traffic on our courts has increased, and our research shows strong interest in pickleball tournaments, which could make our tournaments potentially successful from the start. Our research also found that tournament fees could cover all hard costs of running a tournament.
- C. **Fiscal Impact:** The immediate fiscal impact of implementing a pickleball tournament is as follows:
 - Annual Budget:** \$1,500
 - Projected charged fee:** \$20 (Minimum) \$40 (Maximum)
 - Number of Participants per tournament:** 36 (Minimum) 144 (Maximum)
 - Personnel Time:** 6 to 12 hours per tournament.
- D. **Department Review:** City Manager, Parks & Recreation.

Alternatives:

- A. **Approve the Request:** Approving the implementation and funding of Pickleball Tournaments will allow the recreation department to begin planning and implementing the tournaments.
- B. **Deny the Request:** If denied, the department will end planning for pickleball tournaments until the City Council provides further direction.

City Council Staff Report



Author: Tom Hanson

Subject: Flock Camera System

Date: 10/6/26

Type of Item: Discussion / Action

Summary Recommendation: No recommendation is being made currently.

This item is a follow-up to the September 16 meeting, when the Council decided it would be appropriate for Council members to attend the Flock informational presentation and question-and-answer meeting before making a decision regarding the current Flock cameras managed by the Weber County Sheriff's Office.

The purpose of this discussion is to give all council members an opportunity to review the information presented, ask any remaining questions, and provide clarity regarding the continued use of the Flock cameras in Washington Terrace City.

Description:

- A. **Topic:** Discussion to provide direction regarding the removal and termination of the Flock cameras currently in use within the city limits of Washington Terrace. Direct staff to continue the use of Flock or terminate the
- B. **Background:** Minutes suggesting bringing the Flock discussion after the council and mayor were able to attend the Flock meeting. See Minutes line 101-115
- C. **Analysis:** This is a council decision
- D. **Fiscal Impact:** TBD
- E. **Department Review:** Included text from draft minutes requesting the item for discussion.

Council Member Zishan asked Hanson to elaborate on a comment that he made at the last meeting concerning removing Flock Cameras. He stated that Hanson said that if we ask the Sheriff to remove the cameras from our city that we would have to pay the remainder of the Sheriff's contract with Flock. Council Member Zishan stated that he is not asking the Sheriff to terminate their contract with Flock, just to remove them from our city, as residents do not want them here. Hanson stated that he is not sure of what the agreement entails. Hanson stated that the removal of the existing cameras can be put on a future agenda if at least three Council Members would like to discuss it.

Mayor Allen suggested that the agenda item wait until after the Flock Meeting at the Sheriff's Office on September 30th because more answers may be supplied then. Council Member Zishan asked Council if there was a majority interest in asking the County to remove or turn off their Flock Cameras in the city. Hanson stated that we want to be mindful of how Flock is being used. Mayor Allen suggested Council read the article in the Standard Examiner concerning Flock camera use in Ogden City. Council Members West and Davidson agreed that they would like to discuss the item after attending the meeting with the Sheriff to have more information.

City Council Staff Report

ADMINISTRATION

Author: Amy Rodriguez

Subject: Interlocal Agreement for election services

Date: 10-06-26

Type of Item: Motion/Resolution

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

Description:

- A. **Topic:** The city will be conducting the municipal election using the "Vote by Mail" platform. State legislation mandates that each municipal entity contracting with the county for election services do so by interlocal agreement.
- B. **Background:** The City began using the vote by mail option in 2019 to stay consistent with how the county was administering voting. Utah is currently a universal vote by mail state. Contracting with the county has proven to be the most efficient, reliable, and cost-effective option for conducting the election. The system used for the tabulation and verification of ballots is certified as per state law.
- C. **Cost:** Our estimated Maximum cost for the election, based on 4444 registered voters at this time is \$14,443. If Weber County has an issue on the ballot, the cost will decrease by half. If we have a primary, the cost of the primary will be the full amount, as no other jurisdictions will be on our ballot. The cost has increased \$1.00 per voter since our 2023-25 agreement due to postage and printing increases. The maximum that could be charged per voter is \$3.25.
- D. **Analysis and Fiscal Impact:** The County shall perform elections administration such as ballot administration and mailing, programming and testing, poll worker training, equipment delivery, tabulation of election results, provisional ballot verification, and conduct audits and recounts. A clarification of the agreement allows the county to assist in election issues in city non-election years (example, a ballot proposition). The City Recorder will still be responsible for all legal requirements and conduct of the elections. The Recorder will secure ballot drop off, help process ballots with the county, and complete all postings.

Alternatives:

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

Recommendation:

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

**CITY OF WASHINGTON TERRACE
RESOLUTION 26-13
A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN WASHINGTON
TERRACE CITY AND WEBER COUNTY FOR ELECTION SERVICES**

WHEREAS, the City of 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, Weber County (“County”) and the City have negotiated the attached Interlocal Agreement (“Agreement”) set forth in Exhibit “A” attached hereto and incorporated herein by this reference for the purposes provided therein;

WHEREAS, the City and County find mutual benefit under this Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Washington Terrace that the Interlocal Agreement set forth in Exhibit “A” is entered with Weber County for the purposes authorized in the Interlocal Agreement, and the Interlocal Agreement along with the period of its effectiveness is hereby approved and incorporated by this reference. The Council hereby authorizes and directs the Mayor to execute the Interlocal Agreement for and on behalf of City. This Resolution is effective immediately upon adoption.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2026.

MARK C ALLEN, Mayor

ATTEST:

City Recorder

Roll Call Vote
Council Member Davidson _____
Council Member Zishan _____
Council Member Parkinson _____
Council Member West _____
Council Member Thomas _____

City Contract No. _____
County Contract No. _____

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

THIS AGREEMENT is made and entered into the _____ day of _____, 2026, by and between WEBER COUNTY, a political subdivision of the State of Utah (“County”), on behalf of its Clerk’s Office, Elections Division, and Washington Terrace City (“City”). The County and the City may be referred to collectively as the “Parties” and may be referred to individually as a “Party.”

WITNESSETH:

WHEREAS, the County desires to provide the services of its Clerk’s office, Elections Division, to the City for the purpose of assisting the City in conducting the City’s 2027 and 2029 primary and general municipal elections as well as any other municipal elections, ballot propositions, or other election related processes held during off-year elections.; and

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

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

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on January 1, 2030. The term of this Agreement may

be extended by mutual agreement in writing signed by all Parties. Either Party may cancel this Agreement upon ninety (90) days written notice to the other party. Upon such cancellation, each Party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Weber County Clerk's Office, Elections Division, shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit A. Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit A and as needed to ensure implementation of the City's 2027 and 2029 primary and general municipal elections as well as any municipal elections, ballot propositions, or other election related processes held during off-year elections.

3. **Legal Requirements.** The County and the City understand and agree that the 2027 and 2029 primary and general municipal elections and any municipal elections, ballot propositions, or other election related processes held during off-year elections are the City's elections. The City shall be responsible for compliance with all legal requirements for these elections and shall direct the manner in which the elections are conducted. The County agrees to work with the City in complying with all legal requirements for the conduct of these elections and conduct these elections pursuant to the direction of the City. The City, not the County, is responsible to resolve any and all election questions, problems, and legal issues that are within the City's statutory authority.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the rate estimate given to the City by the County in Exhibit B. The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty (30) days of receiving

it. The invoice shall contain the number of active registered voters as of one week before Election Day, the rate used, and jurisdictions participating in the election(s). In the case of a vote recount, election system audit, election contest, or similar event arising out of the City's election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City to exceed the estimate given to the City by the County. For such consideration, the County shall furnish all materials, labor and equipment to complete the requirements and conditions of this Agreement.

5. **Governmental Immunity.** Both Parties are governmental entities under the Governmental Immunity Act of Utah, § 630-7-101 to -904, as amended (the "Act"). There are no indemnity obligations between these Parties. Subject to and consistent with the terms of the Act, the Parties shall be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither Party shall have any liability whatsoever for any negligent act or omission of the other Party, its employees, officers, or agents. Neither Party waives any defenses or limits of liability available under the Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Act and all other applicable law.

6. **Insurance.** Both Parties to this Agreement shall maintain insurance or self-insurance coverage sufficient to meet their obligations hereunder and consistent with applicable law.

7. **Election Records.** The County shall maintain and keep control over all records created pursuant to this Agreement and to the elections relevant to this Agreement. The County shall respond to all public record requests related to this Agreement and the underlying elections

and shall retain all election records consistent with the Government Records Access and Management Act, Utah Code Ann. §§ 63G-2-101 et seq. and all other relevant local, state and federal laws.

8. **Service Cancellation.** If the Agreement is canceled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

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

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (“Interlocal Act”), in connection with this Agreement, the Parties agree as follows:

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

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

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

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

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

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

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

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

14. **Data Privacy Act.** As governmental entities, both Parties are subject to Utah Code title 63A, chapter 19, the Utah Data Privacy Act. Under the Act, “personal data” is defined as “information that is linked or can be reasonably linked to an identified individual or an identifiable individual.” See Utah Code Ann. §63A-19-101. Both Parties acknowledge that they are familiar with, and will comply with, the requirements of Utah Code title 63A, chapter 19, with regard to the personal data processed or accessed by the Parties as a part of the required duties under this Agreement.

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

WASHINGTON TERRACE CITY

By: _____
MAYOR

ATTEST:

City Recorder

Approved as to form and compliance
with applicable law:

City Attorney

Date: _____

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By: _____
Gage Froerer, Chair
Commissioner Arrington Bolos voted _____
Commissioner Harvey voted _____
Commissioner Froerer voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

Approved as to form and compliance
with applicable law:

County Attorney

Date: _____

Exhibit A

Scope of Work for Election Services

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

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

The City shall be responsible for all public notice(s) required by law. The County may additionally publish election notices at its own discretion, but this does not relieve the City of its obligations to publish all public notices required by law.

The City shall be responsible for collecting and delivering ballots that are placed in drop boxes within their City to the County in a timely manner, in accordance with drop box procedures created by the County, and according to a schedule agreed upon by the City and the County up through and including the end of Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items. The County shall be responsible for collecting and delivering ballots that are placed in drop boxes within the County in a timely manner. The City shall be given the collection schedule ahead of time, however any and all changes to the schedule or method of collection are at the discretion of the County. The City shall be responsible for returning and delivering ballots on Election Night in accordance with drop box procedures created by the County and according to a schedule created by the County. The City shall be responsible for locking their drop boxes at exactly 8pm on Election Night. If the City damages or loses any drop box items or collection supplies, then the City shall pay the County the cost to replace such items.

The City agrees to consolidate all elections administration functions and decisions in the County Clerk to ensure the successful conduct of multiple, simultaneous municipal elections. In a consolidated election, decisions made by the County regarding resources, procedures and policies are based upon providing the same scope and level of service to all the participating jurisdictions and the City recognizes that such decisions, made for the benefit of the whole, may not be subject to review by the City.

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

- ballot layout and design;
- ballot mailings;
- ballot printing;
- compensate vote center poll worker (Exhibit C);
- conduct audits (as required);
- conduct recounts (as needed);
- delivery of supplies and equipment;
- election day administrative support;
- operation of county wide vote centers (Exhibit C);
- poll worker recruitment and training;
- printing optical scan ballots;

- program electronic voter register;
- program and test voting equipment;
- provisional ballot verification;
- tabulate and report election results on County website; and
- update voter history database.

In the case of a referendum or ballot proposition, the County Clerk's responsibilities are limited to its statutory requirements such as placing the measure on the ballot as required by law. The County Clerk is not responsible for the municipality or special districts statutory responsibilities such as preparing a voter information pamphlet or providing a legal analysis, fiscal analysis, or other explanatory materials regarding the measure. The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

Exhibit B

Cost Estimate for Election Services

Below is the good faith estimate for the upcoming *election cycles* for Washington Terrace City. The City will be billed for the actual costs after each election, according to the County's cost per active registered voter. The per voter rate will not exceed \$3.25 per active registered voter per election. The number of active registered voters and cost per each will be determined by the registration deadline, one week prior to each election. See the table below for an estimated cost breakdown at the rate of \$3.25 per voter.

Election costs are based upon the offices scheduled for election, the number of voters, and the number of jurisdictions participating. The City will be invoiced for its share of the actual costs of the elections, which will not exceed the estimated rate of \$3.25 per voter.

If one or more jurisdictions, other than the City, hold a special election within the same precinct as the municipal election, then the City shall pay the County the actual cost of the election for that precinct, divided by the number of participating jurisdictions within that precinct. See the table below for an estimated cost of an election with multiple participating jurisdictions at the rate of \$3.25.

A nominal administrative fee will be charged to each jurisdiction sharing a ballot, not to exceed \$0.05 per active registered voter.

Example of the Impact of Cost Sharing Across Multiple Jurisdictions			
Number of Participating Jurisdictions	Active Registered Voters Per Precinct*	Estimated Rate	Total Cost Per Precinct
1	1,000	\$3.25	\$3,250
2	1,000	\$1.67 (half plus \$0.05)	\$1,670
3	1,000	\$1.13 (1/3 plus \$0.05)	\$1,130

*Largest precinct within municipality used as an example

Estimated Cost per Election		
Active Registered Voters Per Municipality	Estimated Rate	Total Cost Per Municipality
37,643	\$3.25	\$122,339.75

*This table represents the total cost per municipality at the highest estimated rate, however cost is calculated per precinct (see table above)

Exhibit C

Core Vote Centers

2027 Locations*
Weber Center
Ogden Valley Library
Weber County Fairgrounds

*Vote Centers are subject to change in accordance with state law and the decision of the County.

Additional polling locations may be established by consent of both the City and the County, the cost of which will be borne by the City, and which would be in addition to the estimates provided in Exhibit B. The County does not guarantee that all vote centers will be used in an election.

City Council Staff Report

Author: Admin

Subject: Policy and Procedures Manual

Date: 10/06/26

Type of Item: Motion

Summary Recommendations: Council may review the proposed changes to the manual and may approve the policy to be added to the manual by resolution.

Description:

A. Topic:

Council approved the Policy and Procedures manual in its entirety in February 2019. As regulations change, or city practices change, sections of the manual may be brought back before Council for approval. The attached revision is proposed to be made to the Policy and Procedures manual.

- B. Background :** The Public Works Department requires that an employee have a Commercial Drivers License (CDL) to operate most of the Department's equipment. As part of the hiring process, applicants should have their CDL license or be able to obtain a license within several months of hire. Historically, the department would sponsor the newly hired employees to obtain their license as part of the Travel and Training budget, costing approximately \$100.00. The process of obtaining a CDL license has changed within the past year, including an entry level drivers' course. The cost for the initial CDL license has risen upwards to \$2,000.

Because this has the potential to be a substantial expense it was advised by legal to add language to our Continuing Education section of the manual acknowledging that the city requires a retention of 18 months upon completion of a CDL license, or repayment of the direct cost. As a condition of their hiring, the employee is to be made aware of this expectation and sign an acknowledgement form before employment or training begins.

- C. Council Priorities and Analysis.** The City is committed to investing in employee development and may provide/pay for specialized training, certifications, licensing, or other professional development opportunities (Council Priority: Operational Excellence and Community Safety and Well-Being). To protect this significant investment in professional development, the city may require employees to remain employed for a specified period following completion of certain training in order to ensure a reasonable return on the city's investment (Council Priority: Fiscal Responsibility)

- D. Fiscal Impact:** Without repayment conditions, there is a potential fiscal impact to the Public Works Department budget if an employee obtains a City-sponsored CDL and subsequently leaves City employment, reducing the City's return on investment in development and training. The change in policy would place initial CDL expenses under the "Continuing Education" category, and the funds would be taken from the Continuing Education budget, which has an on-going budget of \$10,000. Council approved this

budget in 2025 when it re-instated the Tuition Assistance Program. The funding will be used for any approved tuition assistance applications and the cost of initial CDL training. Any other specialized training that is determined to be a risk will be brought to Council for approval to be added to the policy. At this time, the Commercial Driving License is the only training expected to be attached to repayment conditions.

E. **Department Review:** Human Resource, City Manager, Public Works, Legal

SECTION XVIII: BENEFITS

4. CONTINUING EDUCATION. Employees are encouraged to obtain continuing education through attendance at job related education courses. The City Manager or designee must approve requests for attendance in advance.

When the City requires an employee to attend any education or training course, conference, seminar, or certification course, the City will provide the necessary time off with pay and will reimburse the employee for all associated costs including tuition or registration fees, authorized travel, meals, and lodging, as follows with travel policy. To protect significant investments, the City reserves the right to require employment retention for specific specialized training or certifications. Employees will acknowledge the policy and expectations by signing an acknowledgement form prior to employment or before training begins. Unless prohibited by law, should an employee voluntarily or involuntarily terminate their employment within the time period, the documented cost of the certification must be paid back to the city in full with interest determined by the Public Treasurers Investment Fund (PTIF). Employees terminated due to a reduction in force are not subject to length of employment requirements and will not have payment deductions.

- (i.) Commercial Drivers License (CDL). Employee is required to remain employed full-time by the City for at least eighteen (18) months after obtaining their CDL license.