



Regular City Council Meeting

Tuesday, December 5, 2023

5249 South 400 East

Washington Terrace, UT 84405

801.393.8681

www.washingtonterracecity.com

1. **WORK SESSION** **5:00 P.M.**
Topics to include; but are not limited to:
 - **ANNUAL FINANCIAL & INDEPENDENT AUDITOR'S REPORT**
To review and discuss the City's annual comprehensive financial and independent auditor's report for fiscal year ended June 30, 2023
2. **ROLL CALL** **6:00 P.M**
3. **PLEDGE OF ALLEGIANCE**
4. **WELCOME**
5. **CONSENT ITEMS**
 - 5.1 **APPROVAL OF AGENDA**
Any point of order or issue regarding items on the agenda or the order of the agenda need to be addressed here prior to the approval of the agenda
 - 5.2 **APPROVAL OF NOVEMBER 21, 2023, COUNCIL MEETING MINUTES**
6. **CITIZEN COMMENTS**
This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.
7. **NEW BUSINESS**
 - 7.1 **PRESENTATION/DISCUSSION: INDEPENDENT AUDITOR'S REPORT**
The City's independent financial auditor, Keddington & Christensen, will present to the governing body the scope and outcomes of the annual financial audit for fiscal year ended June 30, 2023
 - 7.2. **PRESENTATION: CODE ENFORCMENT UPDATE**
Code Enforcement Officer will present to Council on the progress made within the City.
 - 7.3 **MOTION/RESOLUTION 23-22: INTERLOCAL AGREEMENT FOR SEAL AND HAZARDOUS MATERIALS SERVICES ROTATION LIST**

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 on the Public Notice Website www.utah.gov/pmn/, The City website www.washingtonterracecity.com, City Hall located at 5249 South 400 East, and sent to the *Standard Examiner* at least 24 hours prior to the meeting. Amy Rodriguez, City Recorder.

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

A five-year Capital Investment Plan ranking the top priority projects that are eligible for the Community Development Block Grant (CDBG)

7.5 MOTION/RESOLUTION 23-21: MEMORANDUM OF UNDERSTANDING WITH COMMUNITIES THAT CARE PRGRAM FOR THE PREVENTION PREPARED COMMUNITIES GRANT

7.6 MOTION/ RESOLUTION 23-20 :RESOLUTION GIVING ADVICE AND CONSENT TO THE TRANSFER OF CERTAIN REAL PROPERTY FROM THE CITY OF WASHINGTON TERRACE TO THE CTY OF WASHINGTON TERRACE

The transfer of property from the City to the City is to clean up title/right of way issues. The parcels are not considered “significant properties”.

7.7 MOTION/RESOLUTION 23-19: ADOPTING THE 2023 UPDATED REPORT TO THE MODERATE INCOME HOUSING PLAN

The City is required to review and update the Moderate Income Housing plan element of the General Plan annually. The Report is to be submitted to the state after adoption.

7.8 MOTION: APPROVAL OF THE RECREATION, ARTS, MUSEUM, PARKS (R.A.M.P) 2024 GRANT APPLICATION

7.9 MOTION: APPROVAL OF THE 2024 ANNUAL MEETING SCHEDULE

7.10 MOTION: BOARD OF CANVASS TO APPROVE THE 2023 MUNICIPAL ELECTION CANVASS RESULTS

The City Council serves as the Board of Canvass. Official and final canvass numbers will be tallied on December 5, 2023.

7.11 PRESENTATION: RECOGNITION OF COUNCIL MEMBERS FOR THEIR YEARS OF SERVICE

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

December 9th: Candy Cane Run

December 25th: City Offices closed for Christmas Holiday

December 28th: Planning Commission (Tentative)

January 1st, 2024: City Offices Closed

January 2nd: City Council Meeting 5:30 p.m.

11. **ADJOURN THE MEETING: MAYOR ALLEN**
12. **ADJOURN INTO REDEVELOPMENT AGENCY MEETING (RDA MEETING WILL BE HELD IMMEDIATELY AFTER THE REGULAR MEETING)**

City of Washington Terrace

Minutes of a Regular City Council meeting

Held on November 21, 2023

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

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

Mayor Mark C. Allen

Council Member F. Carey Seal

Council Member Jeff West

Council Member Jill Christiansen

Council Member Scott Barker

Council Member Randy Ferlin

Recreation Director- Carlos Grava

City Manager Tom Hanson

City Recorder Amy Rodriguez

Others

Zunayid Zishan, Cheryl Parkinson, Brett DeGroot, Michael Thomas, Kiara Thomas, Amy Miller, Steve Nielson, Sharae Nielson

1. ROLL CALL

6:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. WELCOME

4. CONSENT ITEMS

4.1 APPROVAL OF AGENDA

4.2 APPROVAL OF NOVEMBER 7, 2023, COUNCIL MEETING MINUTES

Items 4.1 and 4.2 were approved by general consent.

5. CITIZEN COMMENTS

Cheryl Parkinson stated that she had a wonderful opportunity to visit with residents. She stated that a resident told her that she worked hard on her fall cleanup and it took two trips to bring the clean up to the Shops. She stated that maybe it will be possible in the future to have a program to help seniors or disabled residents move the clean up to the drop off area. Council Member West stated that he would like to see neighbors helping neighbors. Mayor Allen noted that the spring clean up will be curbside.

Zunayid Zishon asked for a follow up on the live streaming platform for the meetings.

He stated that he has read the Parks Master Plan and it said that Van Leeuwen is stated as a neighborhood park, however, it does not meet the criteria stated in the plan. He stated that the small playground is in terrible shape. He stated that the minutes reflected discussion on all the other parks and not much on Van

Leeuwen or Victory Park. He stated there is a good plan in the Master Plan, but a timeline is not given. He asked for consideration for Van Leeuwen Park when discussing funding and applying for City grants.

Steve Nielson stated that he is amazed that his neighbor has cleaned up his yard so quickly. He stated that unfortunately they do not speak anymore and suggested re-evaluating having neighbors turn on neighbors for the complaint based code enforcement.

6. NEW BUSINESS

6.1 MOTION/RESOLUTION 23-18: RESOLUTION TO ADOPT THE CITY OF WASHINGTON TERRACE PARKS MASTER PLAN

Grava stated that the plan will be used for funding plans and prioritization based on funding sources, cost estimates, and other factors. He stated that the estimates have increased and will need to be updated. He stated that the fiscal impact is rising. He stated that Council will need to work on prioritization and work with Finance on finding the funding for the projects.

Council Member Seal asked the deadline on the RAMP funding. Grava stated that RAMP funding is due mid-January. He stated that we are working on a plan for this year. He stated that we are analyzing if we are able to apply for RAMP funding this upcoming year. He stated that the application must have a full project, including cost estimate, our match, before we can apply.

Council Member Seal suggested driving around as a Council and staff to physically look at the parks to help with prioritization.

Grava stated that if the plan is approved, he will work with Council to prioritize so that funding can be planned. He stated that the plan is the City guide and will take years to go through the plan.

Council Member Barker stated that it will be interesting to see the results of the citywide survey to see how much interest there is for Park Planning. Council Member Christiansen stated that she would like to hold off on adopting the Plan until the survey results are given. Grava stated that the survey will be taken into account, however, it will not change the Master Plan. The Master Plan is to be used as a guide. Hanson stated that the Plan is a vision that can change throughout the years, agreeing that it acts as a guide. Grava stated that staff will need to work with Finance to see where we can find the funds within our means and then see what other funding sources we can use.

Mayor Allen stated that some of the parks can be done in one round, however, other parks Will need to be done in phases. Mayor Allen stated that we have been very fortunate to receive \$500,000 from RAMP two years in a row. He stated that we may need to keep it in the lower end this year for RAMP.

Mayor Allen stated that the Plan has all the items that Council has discussed over the years, noting that it is a Plan that can change. He stated that the plans are a “wishlist” used for planning.

Hanson stated that the Master Plan is part of the grant process, as they would like for cities to show that projects have been planned and discussed. Hanson stated that this Plan is a guideline so that Mayor and Council have the flexibility to execute appropriately. Mayor Allen stated that the approved Plan goes a long way when applying for grants and impresses the grant boards. He stated before we do any of the park projects, we can do an “Open House” and see what the residents feel about the parks. He stated that if the Plan is approved, it will serve as a guide for residents to understand how they feel about the parks.

Council Member West stated that our task is to make sure that residents know what we are doing and show the residents the plans. He stated that he likes the long range view and with input from the community, Council will be able to make the prioritization.

92 Mayor Allen stated that he has never raised taxes to build a park. He stated that it is possible to do a
93 General Obligation bond to be on the ballot and if people really want it, they can vote on it.

94
95 **Motion by Council Member Seal**
96 **Seconded by Council Member Barker**
97 **To approve Resolution 23-18 adopting the**
98 **City of Washington Terrace Parks Master Plan**
99 **Approved unanimously (5-0)**
100 **Roll Call Vote**

101
102
103 **7. COUNCIL COMMUNICATION WITH STAFF**
104

105 Council Member Seal asked if Hanson has gotten in touch with Stephens on the sidewalk at 5700 South.
106 Hanson stated that he will speak to Nish.

107 Council Member Seal stated that the “for sale” sign on Adams Avenue is still up and blocking line of
108 sight.

109 Council Member Seal asked that the stop sign on 150 East and 5600 South be reevaluated as people run
110 the stop signs on both sides. He would like to know what could be done to improve the intersection.

111
112 Council Member Christiansen appreciated the opportunity to help residents who needed help with the
113 survey. She stated that she’d love to see it expanded and maybe have a few days set up at the senior center
114 to help residents.

115 Council Member Christiansen wanted to extend her thanks to Martin Nish on his code enforcement efforts.

116
117 Council Member West stated that he went to the green waste drop off several times. He stated that one of
118 the Public Works crew was on hand to help load the green waste into the bins. He stated that he was very
119 helpful and pleasant. Council Member West thanked them for the extended hours for the service.

120
121 Council Member Barker stated that he has heard from several residents concerning the installation of the
122 fiber in the City. He asked if the paint will be cleaned off of curbing. Hanson stated that it may take a
123 while to wash off of the curbing, but there are no plans for the City to take the paint off of the curb.
124 He stated that 95 year old resident take her survey. He stated that he feels personal interaction is a good
125 thing. He stated it was a great opportunity to meet her. He stated that she has lived in the Terrace since it
126 was barracks. He said it was a great experience meeting with Mrs. Wright.

127
128 Council Member Ferlin stated that we combined with South Ogden for a football tournament. He stated
129 that the feedback he received is that in the future they would like to combine again and would like to come
130 to the Washington Terrace side because of the work that Grava is doing and how easy it was to work with
131 him and the organization.

132
133 Mayor Allen as tradition in the City, he would like Council to consider a holiday coupon for employees to
134 have a day off for a day of their choosing during the holiday season in lieu of a party, or holiday bonus. He
135 stated that it is a soft cost and is greatly appreciated by staff. Council agreed that would be a good gesture.

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8. ADMINISTRATION REPORTS

Hanson stated that the retreat is planned for next Friday and Saturday from 8-12:00 p.m.
He stated that he would like to have the retreat on Saturday only until 2:00 p.m. and then come back and work on specific issues more in depth in work sessions. Mayor and Council were fine with the consolidated schedule for one day.

Hanson stated that the newsletter article will be on Golden West Credit Union. Hanson stated that he attended the ribbon cutting last week. Council Member Seal stated that he took a tour of the building. He stated that there are many things that they involve themselves in to make money and support the Credit Union. He stated that it was an eye opener.

Hanson stated that there will be work done on the slope at Rohmer Park to help with environmental safety. He stated that things are moving along there very well.

9. UPCOMING EVENTS

- November 21st: ELECTION DAY!
- November 23-24: City offices closed for Thanksgiving Holiday
- November 30th: Planning Commission (tentative) 6:00 p.m.
- December 2nd: Council Retreat at City Public Works Shop
- December 5th: City Council Work Session 5:00p.m.
- December 5th: City Council Meeting 6:00 p.m.
- December 5th: Board of Canvass to approve election results (During Council Meeting)
- December 9th: Candy Cane Run
- December 25th: City Offices closed for Christmas Holiday
- December 28th: Planning Commission (Tentative)

10. ADJOURN THE MEETING: MAYOR ALLEN

**Motion by Council Member West
Seconded by Council Member Barker
To adjourn the meeting
Approved unanimously (5-0)
Time: 6:56 p.m.**

Date Approved	City Recorder

**CITY OF WASHINGTON TERRACE
RESOLUTION 2023- 22**

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN WASHINGTON
TERRACE CITY AND VARIOUS ENTITIES FOR SECURE AND SEAL
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 _____, 2023.

MARK ALLEN, Mayor

ATTEST:

City Recorder

Roll Call Vote
Council Member Seal
Council Member Christiansen
Council Member West
Council Member Barker
Council Member Ferlin

INTERLOCAL COOPERATION AGREEMENT
FOR SEAL AND SECURE AND HAZARDOUS
MATERIALS SERVICES ROTATION LIST

This Agreement, made and entered into this _____ day of _____ pursuant to the provisions of the Interlocal Cooperation Act, Section 11-13-101, et. seq., Utah Code Annotated, 1953 as amended, by and between Ogden City, a Utah Municipal Corporation, hereinafter referred to as "Ogden City," Weber Fire District, a political subdivision of the State of Utah, hereinafter referred to as "Weber Fire," North View Fire District, a political subdivision of the State of Utah, hereinafter referred to as "North View Fire," Riverdale City, a Utah Municipal Corporation, hereinafter referred to as "Riverdale City," Roy City, a Utah Municipal Corporation, hereinafter referred to as "Roy City," and South Ogden City, a Utah Municipal Corporation, hereinafter referred to as "South Ogden City," Morgan County, a political subdivision of the State of Utah, hereinafter referred to as "Morgan County", Mountain Green Fire Protection District, a political subdivision of the State of Utah, hereafter referred to as "Mountain Green", Plain City, a Utah Municipal Corporation, hereafter referred to as "Plain City", Washington Terrace, a Utah Municipal Corporation, hereafter referred to as "Washington Terrace", and the Weber Area Dispatch 911 and Emergency Services District, hereinafter referred to as "Weber Area Dispatch," the parties. The parties, other than Weber Area Dispatch, may be referred to herein as "Agency" or "Agencies."

WITNESSETH

WHEREAS, the Utah Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., (the "Act"), permits local governmental units including cities, counties, and other political subdivisions of the State to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities for the overall promotion of the general welfare of the state; and

WHEREAS, in the normal course of business, the Agencies have a need to arrange for post-incident seal and secure services and hazardous materials recovery and cleanup for members of the public who need such services; and

WHEREAS, to take advantage of the service level requirements and other economies, the Agencies desire to participate in Ogden City's agreements with private contractors who can provide seal and secure and hazardous material recovery and cleanup services which agree to participate on a rotation list.

WHEREAS, Ogden City is willing to have the Agencies be parties to its contracts for seal and secure and hazardous material recovery and cleanup services, the dispatching of those services, as the Agencies desire; and

WHEREAS, Weber Area Dispatch is willing to receive the Agencies' requests for seal and secure and hazardous material recovery and cleanup services either communicate those requests directly to private contractors on a rotation list or contract with a third-party dispatch service to implement a rotation list for each service type.

Now therefore, upon the mutual promises, and other good and satisfactory

consideration, the parties agree as follows:

SECTION ONE EFFECTIVE DATE AND DURATION

This Agreement shall be effective on the date it is signed by the parties, and shall continue through December 31, 2033, unless extended or sooner terminated as provided herein.

SECTION TWO ADMINISTRATIVE ENTITY

No separate legal or administrative entity is created by this Agreement. This Agreement shall be administered by the parties and each party shall appoint a representative to facilitate performance of this Agreement.

SECTION THREE PURPOSE

This Agreement is established for the purpose of allowing certain political subdivisions of the State of Utah to cooperate in the sharing of agreements and the utilization of Weber Area Dispatch or a private dispatch service and to set forth the respective duties and responsibilities of the parties in conjunction therewith.

SECTION FOUR OBLIGATIONS OF THE PARTIES

The Agencies agree to join Ogden City's agreements with private contractors for provision of post-incident seal and secure and hazardous material cleanup services. Private contractor rotation lists are separately created for three service types as follows: Seal and secure residential and commercial structures post incident, law enforcement requests for seal and secure services, and hazardous material recovery and cleanup services. An Agency may enter into its own agreements with private contractors for provision of seal and secure and hazardous material cleanup services and still join Ogden City's rotation list. In that event, the Agency agrees to include in its contract for provision of seal and secure or hazardous materials recovery and cleanup services the requirement that the company pay fees to Weber Area Dispatch, or a private dispatch service as requested, and that failure to pay will be grounds for termination of the agreement between Agency and company. Participating Agencies collectively shall establish one policy, including provisions for handling complaints; addressing potential suspension or termination from the rotation list; and an appeal process. Ogden City agrees to maintain records associated with the agreements for seal and secure, and hazardous material cleanup services, and this Agreement.

SECTION FIVE OBLIGATION OF WEBER AREA DISPATCH

Weber Area Dispatch agrees to receive the Agencies' requests for seal and secure, and hazardous material recovery and cleanup services and agrees to communicate such requests to private contractors on a rotation list or to a private dispatch provider to implement the rotation list for each type of service request. Weber

Area Dispatch may enter into separate agreements with third parties as necessary to facilitate the dispatch of seal and secure and hazardous materials recovery and cleanup calls for service.

SECTION SIX INDEPENDENT CONTRACTORS

In the performance of this Agreement, the parties are independent contractors, and as such shall have no authorization, expressed or implied, to bind any other party to any agreements, settlements, liability, or understanding whatsoever, and agree not to perform any such acts as agent for any other party except as expressly set forth herein.

SECTION SEVEN HOLD HARMLESS

Each party shall indemnify, defend, and hold the other parties, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of each party's own negligent acts made while performing under this Agreement. Each party shall be responsible for its own negligent acts and agrees to indemnify and hold the other parties harmless therefrom.

SECTION EIGHT GOVERNMENTAL IMMUNITY

All parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G Chapter 7 of the Utah Code. Nothing in this agreement shall be construed as a waiver by any party of any rights, limits, protections, or defenses provided by the Act. Nor shall this agreement be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this agreement is otherwise entitled. Subject to the Act, each party will be responsible for its own actions and will defend any lawsuit brought against it and pay any damages awarded against it.

SECTION NINE MANNER OF FINANCING

This Agreement and the matters contemplated herein shall not receive separate financing, nor shall a separate budget be required. Each party shall be responsible for its own obligations under this Agreement and shall be responsible for any costs incurred as a result thereof.

SECTION TEN FILING OF AGREEMENT

A copy of this Agreement shall be placed on file in the Office of the Recorder of any participating Agency or maintained with the parties' other official records and shall remain on file for public inspection during the term of this Agreement.

SECTION ELEVEN GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement is made and entered into subject to the provisions of the laws of the State of Utah, which laws shall control the enforcement of this Agreement. The parties also recognize that certain Federal laws may be applicable. In the event of any conflict between this Agreement and the applicable State or Federal law, the State or Federal law shall control.

SECTION TWELVE ANNUAL REVIEW

The parties, through their appointed representatives shall meet at least annually to review this Agreement. The parties shall review and assess the usage of a private dispatch provider. The objective of the parties during their annual review is to make any necessary revisions or amendments to this Agreement and to extend or terminate it.

SECTION THIRTEEN TERMINATION

Any party may terminate any rights and obligations under this agreement at any time by giving thirty (30) days written notice to the other parties of its intent to withdraw from this Agreement. In addition, the parties may mutually agree to terminate the Agreement prior to the expiration of the term.

SECTION FOURTEEN COMPLIANCE WITH LAWS

In connection with their activities under this Agreement, the parties shall comply with all applicable federal, state, and local laws and regulations.

SECTION FIFTEEN PROPERTY

No real or personal property shall be acquired, nor improvements constructed by the parties because of this Agreement.

SECTION SIXTEEN GENERAL PROVISIONS

A. Severability. If any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

B. Entire Agreement. This Agreement contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied upon by the parties. All prior understandings, negotiations, or agreements are merged herein and superseded hereby.

C. Amendments. This Agreement may be modified only by a written amendment signed by each of the parties hereto.

D. Not Assignable. This Agreement is specific to the parties hereto and is therefore not assignable.

E. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

F. No Partnership, Joint Venture, or Third-Party Rights. Nothing in this Agreement shall be construed as creating any partnership, joint venture, or business arrangement among the parties hereto, nor any rights or benefits to third parties.

IN WITNESS WHEREOF, the below signing parties have signed and executed this Agreement, after resolutions duly and lawfully passed on the dates listed below.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

WEBER AREA DISPATCH 911 AND EMERGENCY SERVICES DISTRICT

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Weber Area Dispatch 911
And Emergency Services District

WEBER FIRE DISTRICT

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Weber Fire District

OGDEN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Ogden City

SOUTH OGDEN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for South Ogden City

ROY CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Roy City

RIVERDALE CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Riverdale City

NORTH VIEW FIRE DISTRICT

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for North View Fire District

MORGAN COUNTY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Morgan County

MOUNTAIN GREEN FIRE PROTECTION DISTRICT

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Mountain Green Fire Protection District

PLAIN CITY

By: _____
Its _____

Attest:

By: _____
Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Plain City

WASHINGTON TERRACE

By: _____

Its _____

Attest:

By: _____

Its _____

APPROVED AS TO FORM AND COMPATIBILITY
WITH THE LAWS OF THE STATE OF UTAH:

Attorney for Washington Terrace

City Council Staff Report

Author: Administration/Public Works/
Subject: CAPITAL INVESTMENT PLAN PROJECT PRIORTIZATION
Date: December 5, 2023
Type of Item: MOTION

Summary Recommendations: The City Council, by motion, approve the capital investment plan project prioritization for the Community Development Block Grant

Description:

A. Topic: CAPITAL INVESTMENT PLAN (CIP) PROJECT PRIORTIZATION

BACKGROUND:

Every CDBG applicant is required to document that the project(s) they are applying for are consistent with the City and region's consolidated plan. These projects must be high priority and help fulfill the long-term goals of both the regional and local plans. These plans are reviewed and updated annually to ensure they meet the City's goals and priorities.

CDBG Rating & Ranking

The City's application will be rated and ranked on several criteria including project priority—local, county, and region. The higher the priority in each jurisdiction to more points assigned to the application.

The proposed CIP ranks the projects to be submitted for consideration as City priority #1 is listed under heading Parks and Recreation "Rohmer Park Baseball Field Parking Lot". The Road Service Life of the parking lot has expired. Replacement of the road has been in the budget plans for the last two years, however, we do not have the funding to complete in it's entirety. The original project planned for this year's CDBG application was the Replacement of the Fire Engine, however, due to another possible funding source, we will be unable to apply for CDBG monies for that project. Other projects on the CDBG priority list could not be moved up in priority for this year's consideration because the projects are planned to be budgeted in future years and planning and design will still need to be completed.

It is unknown how the project submittals will be ranked as a county and regional priority. There is a \$300,000 cap on the amount we can receive for projects per entity.

Projects to be Applied For

Staff is proposing to submit applications for the following Project:

1. *Rohmer Park Parking Lot Reconstruct. The City may apply for \$300,000 for this project with a 38.5 match.*

Recommendation: The City Council, by motion, approve the Capital Investment Plan and project prioritization for CDBG eligible projects.

CITY OF WASHINGTON TERRACE 5 YEAR CONSOLIDATED CAPITAL PLAN FOR CDBG PRIORITIES

This list is comprised of Projects designated in our City Capital Plan. They are re-evaluated periodically to assess if current conditions warrant expediting their priority in ranking.

CDBG HIGH PRIORITY PROJECTS

PRIOR RANK	PROJECT IDENTIFYER	PROJECT LOCATION	PROJECT DESCRIPTION	PROJECT DESIGNATIO	ESTIMATED COST	Project Year
1	CW4	City Wide	Adams Ave. Tank #3 improvements	City wide	\$ 450,000.00	2026
	SANITARY SEWER					
1	SS18	500 W	Replace existing 12" & 10" line with 12" line	City wide	\$ 271,700.00	2025
2	SS20	250 E - 4575 S to 4450 S	Relocate existing line	Site Specific	\$ 132,555.00	2025
	STORM WATER					
2	SD6	TH Bell	Regional Detention Basin (combin with weber school district)	City wide	\$ 746,850.00	2028
1	SD21	Road Intersections	Replace broken waterways	City wide	\$ 174,915.00	2026
	Fire Dept					
2	TBD	6301 S 300 W Fire Station	Replacement of Fire Engine (combo)	City wide	\$ 400,000.00	2025
	Park&Recreation					
2		Rohmer Park	Phase 5 Parks master plan	City wide	5,000,000	2025
1		Rohmer Park	Baseball Field Parking Lot Reconsturct	City wide	400,000	2024
	Streets					
1	TBA	City Wide	ADA ramps and ADA sidewalks	City wide	425,000	2025

City of Washington Terrace
County of Weber, State of Utah

RESOLUTION NO. 23-21

**A RESOLUTION AUTHORIZING THE APPROVAL OF THE
MEMORANDUM OF UNDERSTANDING WITH BONNEVILLE CONE
COMMUNITIES THAT CARE PROGRAM FOR THE PREVENTION
PREPARED COMMUNITIES GRANT**

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code Annotated 1953 as amended, permits local 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; and

WHEREAS, Title 11, Chapter 13, Section 5 of the Utah Code Annotated, 1953 as amended, requires that governing bodies of governmental units adopt a resolution approving interlocal agreements before such agreements may become effective; and

WHEREAS, the City has the desire to share in the purchasing, implementation and oversight of the Communities That Care process, herein after referred to as “CTC”, in the community;

WHEREAS, the City entered an Interlocal Cooperative agreement with Riverdale City, South Ogden City, Uintah City, and Weber Human Services (collectively working together as “CTC”) on February 21, 2012;

WHEREAS, The purpose of this Memorandum of Understanding (“MOU”) is to implement evidence-based substance use disorder prevention services known as Community Centered Evidence Based Prevention (“CCEBP”) in the Bonneville Communities That Care (BCTC), a Community Coalition, which includes Washington Terrace City (“WTC”);

NOW THEREFORE, the City Council of Washington Terrace hereby resolves to enter into the *attached Memorandum of Understanding (MOU)* with the purposes authorized therein; the MOU is hereby approved and incorporated by this reference.

PASSED AND ADOPTED by the City Council of Washington Terrace this ____ day of _____, 2023.

Washington Terrace City

Mark C. Allen, Mayor

ATTEST:

Amy Rodriguez, City Recorder

ROLL CALL VOTE

Council Member Scott Barker	___
Council Member Jill Christiansen	___
Council Member Randy Ferlin	___
Council Member Carey Seal	___
Council Member Jeff West	___

Memorandum of Understanding

Prevention Prepared Communities Grant

Memorandum of Understanding

Bonneville Communities That Care and Washington Terrace City

- I. Purpose: The purpose of this contract is the provision of evidence-based substance use disorder prevention services in the Bonneville Communities That Care (BCTC) coalition communities using Community Centered Evidence Based Prevention (“CCEBP”) through Washington Terrace City (WTC).
- II. Definitions:
- A. “CCEBP” means a Community-Centered Evidence-Based practice approach that incorporates the following:
1. Prevention efforts driven through Community Coalition that represent the diversity of stakeholders within a community;
 2. The use of a data driven prevention process through which communities conduct a needs and resources assessment to identify prevention priorities in the Community that will yield the greatest benefit;
 3. The implementation of strategies that have been tested and proven to be effective; and
 4. Evaluation of prevention efforts at the program and Community level.
- B. “Risk Factors” means characteristics of individuals, their families, schools, and community environments that have been shown in multiple longitudinal studies to be reliable predictors of at least one of the following adolescent health and social problems:
1. Alcohol and drug abuse;
 2. Antisocial behavior;
 3. School failure,
 4. Anxiety and depression, and
 5. Low Neighborhood Attachment.
- C. “Protective Factors” means characteristics of individuals, their families, schools, and community environments, derived from a research base, that buffer against risk in otherwise adverse circumstances by either reducing the impact of risk or changing the way a child or young person responds to it.

- D. **“Community”** The Community is the boundaries of Washington Terrace City, where we have identified local issues of risk, protective factors, and local conditions that need to be addressed. For the purposes of this grant, the Risk Factor of Low Neighborhood Attachment and the Protective Factors of Opportunities and Rewards for Prosocial Involvement will be addressed.
 - E. **“Coalition”** means the Bonneville Communities That Care coalition, a collaboration to promote Community buy-in and ownership of prevention activities with the potential of a larger impact compared to individuals and agencies operating independently. Coalitions include at least 12 different sector representatives from a Community.
 - F. **“CADCA”** means Community Anti-Drug Coalitions of America.
- III. Population Served: The BCTC communities have worked with the coalition in developing and carrying out strategies as defined above to demonstrate a high level of substance use prevention preparedness and engagement.
- IV. Contractor Qualifications: The Contractor shall have:
- A. An identified Contact; that person is Tom Hanson.
 - B. A plan which outlines a minimum of five (5) events throughout the whole contract year (April 1, 2023 – March 2024) that enhances the BCTC action plan and strategic prevention framework;
 - C. Experience:
At least 12 months actively engaged with the BCTC
 - D. Data Collection
By June 30, 2023 establish and implement a system to measure and report outcomes on a monthly basis, no later than the fourth of each month.
 - 1. Describe the processes that will be implemented to collect and submit the data needed to measure the required data to submit via email to Leann PoVey (leannp@weberhs.org).
 - E. Training Attendance. Minimum of one staff member shall attend at least one of the following conferences:
 - 1. Utah Fall Substance Abuse Conference;
 - 2. Utah’s Coalition Summit;
 - 3. The National Prevention Network Conference; and
 - 4. CADCA Forum and mid-year Training Institute.
- a. Establish one key point of contact for the collaboration between WTC and BCTC. WTC point of contact will be Tom Hanson

- b. Develop and provide a minimum of five (5) events/activities specifically designed to deliver key protective factors directly to families in their communities and/or enhance relationship with schools in the Bonneville Cone to provide a home-to-school connection.
- c. Use tools and resources available to WTC to support the BCTC mission. This may include prevention messaging and/or using the BCTC logo for events.
- d. Reserve \$1,000 of funds to attend BCTC-approved training for a staff to enhance understanding of prevention and coalition methods.

V. Outcome Measures.

A. Expected Outcomes. The Contractor shall:

1. Demonstrate an increase in community activities to increase neighborhood attachment as measured by Low Neighborhood Attachment Community level data, such as Student Health and Risk Prevention or community surveys.
2. Demonstrate progress toward sustaining efforts beyond this grant money.

B. Reporting. Contractor shall:

1. Submit monthly reports to Leann PoVey, due on the fourth (4th) of each month. These reports shall include:
 - a. Activities that have taken place in the previous month; and
 - b. Demographic information for services provided on a form supplied to Leann by the fourth (4th) of each month

VI. Invoicing:

A. The Contractor shall submit invoices for services to leannp@weberhs.org. The Contractor shall include the following on each invoice:

1. A detailed description of the services rendered;
2. Dates of services;
3. Contract number;
4. Uniquely identifiable invoice number;
5. Contractor name;
6. Contractor's address for payment;
7. Contractor's phone number;
8. Contractor's signature; and
9. Expenses incurred.

- B. Invoices submitted without the required information will not be paid and will be returned to the Contractor for revision.
 - C. Payments will be made through Weber Human Services, Department of Administrative Services.
 - D. Billing Periods: The grant should be billed quarterly basis at a minimum; payments can be as often as monthly if requested by WTC.
 - E. It is the sole responsibility of Washington Terrace City to maintain all receipts and other documentation of expenditures must be maintained by Washington Terrace City and be available to review/inspect by Weber Human Services and/or BCTC.
 - F. Lapsing Funds: Any funds not expended by the end of the funding periods (April 1, 2023 – March 31, 2024) for which they were allocated shall lapse and the Contractor shall have no further claim to the funds.
2. Responsibilities of Washington Terrace City (WTC). WTC agrees to:
- a. Ensure a minimum of one (1) new resident from WTC is an engaged member of the BCTC Community Board to ensure ongoing collaboration and cooperation.
 - b. Provide monthly statistics to BCTC staff for required monthly reporting; provide additional information as necessary for grant reporting processes.
3. Responsibilities of Bonneville Communities That Care Coalition (BCTC):
- a. Establish one key point of contact for the collaboration between WTC and BCTC. BCTC point of contact will be Leann PoVey.
 - b. Assist with promotion of the collaborative efforts to local stakeholders, including families, schools, government agencies, businesses and media where possible.
 - c. Provide appropriate support to the collaboration and encourage BCTC members and partner organizations to support WTC and participate in collaborative efforts as requested and/or appropriate.
 - d. Provide up to \$9,000 between April 1, 2023 – March 31, 2024 to meet the Prevention-Prepared Community grant requirements.
 - e. Will provide prevention messaging to WTC via various methods – social media posts, installments, wraps, brochures, handouts, etc.
4. Responsibilities of both parties:
- a. BCTC and WTC will work together to determine a process for program review and data collection, including any 3rd party involvement.
 - b. All materials will be co-branded with both the BCTC logo and SOC Logo.
 - c. Both parties will work together closely with the intent to create a successful experience

This agreement is valid beginning on April 1, 2023. Parties will review and assess the terms outlined in this MOU a minimum of quarterly, beginning April 2023 and make any necessary adjustments as necessary.

Leann PoVey

Name: Leann PoVey, Coordinator

Bonneville Communities That Care

Mark Allen

Name: Mayor Mark Allen, Washington Terrace City

BCTC Prevention Prepared Communities Grant
2023-2024

Prevention strategies, activities, or events are identified using at least one of CADCA's Seven Strategies for Community Level Change, including:

1. Disseminate information/education
2. Enhance individual life skills
3. Provide activities that reduce risk factors or enhance protective factors
4. Enhance community access or reduce barriers to programs and strategies
5. Changing consequences by addressing incentives or disincentives
6. Implement environmental strategies to reduce risk factors and increase protective factors
7. Support modification to policies or the implementation of new policies

Narrative: Write a concise narrative (a few paragraphs, no more than one page) which includes:

1. Progress to Date: Briefly summarize what you did this first year to increase the Risk Factor of Low Neighborhood/School attachment

We looked to improve the Risk Factor of Low Neighborhood/School attachment. We did this by investing in equipment that we could use to hold free community events that families could participate in. We used the money to purchase pickleball nets, inflatable gagaball court, crossnet, nerf badminton, giant connect 4, soft serve ice cream machine, and blacklights for a Halloween activity. We used these items to hold several community events including Easter Egg Hunt, Laser Tag Night, Movie in the Park, Swim Nights at the Roy Aquatic Center, Grand Opening at the Community Center, and Fall Halloween Carnival.

2. What statistical/anecdotal information do you have that shows the activities funded through the money last year increased Low Neighborhood/School attachment?

Across all the activities we held we had over 9,600 participants who attended. We put up posters and messaging about underage drinking and tobacco use at the activities. We also handed out over 4,000 cards and 400 color changing cups with messaging. As a result of these efforts families spent time together at our activities and saw the message. We had numerous people comment at how much they enjoyed these free family activities. These events were well attended and families in attendance enjoyed the opportunities we provided. We had many people from the community thank us for putting these activities together and volunteering to help with future activities. For most of these activities we were able to involve our Youth City Council in the planning and execution of the activities. Getting the Youth City Council involved helps strengthen them and create Neighborhood attachment in their organization.

3. State clearly how your planned strategies/activities will increase low neighborhood attachment (or low school attachment for BHS) from April 1, 2023 — March 31, 2024? Why have you chosen your 12 Month Action plan strategies? What feedback or input did you receive from the community or co-workers to choose this plan?

We plan to utilize the youth city council in planning and organizing some of these activities. It helps them to have ownership and be engaged. We also have focused on providing free family events that include interactive and fun messaging. In addition to the time spent together families

will benefit from seeing and discussing the messaging. Many families requested events like the carnival, swim nights, and Halloween event.

4. Each proposal must include a minimum of five events during the year geared to increase Low Neighborhood Attachment.

Attachment A
12 Month Action Plan and Budget Narrative

City Council Staff Report

Author: Jake Meibos

Subject: Property Transfer

Date: 12/5/2023

Type of Item: Discussion / Motion



Summary Recommendation: Approve Resolution 23-20

Description:

- A. **Topic:** City Council approval is requested for resolution 23-20 for the transfer of real properties.
- B. **Background:** In preparation for the 300 W. reconstruction project there are several property boundaries that need to be adjusted to match the existing features at the city owned properties located at 4400 S. 300 W. and 4725 S. 300 W.
- C. **Analysis:** Both properties are currently owned by the city. The property lines need to be adjusted to back of sidewalk to establish the correct right-of way.
Quit Claim Deeds have been developed for both properties to transfer the areas from Washington Terrace property to Washington Terrace public right-of way.
See quit claim deeds
- D. **Fiscal Impact:** No Fiscal Impact
- E. **Department Review:** Public Works Director, City Manager, City Recorder, Legal

Alternatives:

- A. **Approve the Request:** Council Approve Resolution 23-20
- B. **Deny The Request:** Deny request will result in city owned property used for public right-of-way.

**THE CITY OF WASHINGTON TERRACE
RESOLUTION 23-20**

TRANSFER OF REAL PROPERTIES

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,
GIVING ADVICE AND CONSENT TO THE TRANSFER OF CERTAIN REAL
PROPERTIES FROM THE CITY OF WASHINGTON TERRACE TO THE CITY
OF WASHINGTON TERRACE.**

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

WHEREAS, *Utah Code Annotated* §10-3-717 authorizes the City to exercise administrative powers by resolution;

WHEREAS, the City desires to transfer certain real properties from the City to the City in order to clean up title and/or right-of-way issues;

WHEREAS, the real properties being transferred in this Resolution do not involve a “significant parcel” as defined by Washington Terrace Code §4.20.020, so the requirements of Utah Code §10-8-2 do not apply;

WHEREAS, in accordance with Washington Terrace Code §4.20.035, the City Council is required to give its “advice and consent” to this transfer;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington Terrace, Utah, that Weber Parcel 3328:103C and 3328:105:C is hereby transferred in accordance with the applicable deeds attached hereto as Exhibit “A” and incorporated herein by this reference and the Mayor is hereby authorized to execute the same.

PASSED AND APPROVED by the City Council this ____ day of December, 2023.

MARK ALLEN, Mayor

ATTEST:

Amy Rodriguez, City Recorder

Roll Call Vote Tally:

Council Member Seal
Council Member Christiansen
Council Member West
Council Member Barker
Council Member Ferlin

WHEN RECORDED, MAIL TO:
Washington Terrace
5249 South 400 East
Washington Terrace, Utah 84405

Also:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

(CITY)

Weber County

Tax ID No. 25-038-0027

PIN 17795

Project No. F-3328(2)1

Parcel No. 3328:103:C

Washington Terrace City, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to Washington Terrace City, Grantee, at 5249 South 400 East, Washington Terrace, Utah 84405, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of land in Lots 26 and 27, Block 6, Washington Terrace – Parcel G subdivision, recorded as Entry No. 241500, in Book 10 at Page 68-A in the office of the Weber County Recorder, situate in the SW1/4 SW1/4 of Section 8, T.5 N., R.1 W., S.L.B.& M., in Weber County, Utah, for the purpose of facilitating reconstruction of sidewalks, pedestrian ramps, and appurtenant parts thereof incident to improvements to 300 West Street, known as Project F-3328(2)1. The boundaries of said part of an entire tract are described as follows:

Beginning at the southwest corner of said Lot 27 in Block 6 of said subdivision; and running thence N.89°02'00"W. 14.16 feet along the southerly boundary line of said Lot 26

to a point which is 176.50 feet perpendicularly distant westerly from the control line of 300 West Street of said project at Engineer Station 19+89.12; thence N.00°58'00"E. 2.00 feet parallel with said control line; thence S.89°02'00"E. 126.72 feet to a point which is 49.78 feet perpendicularly distant westerly from said project control line at Engineer Station 19+91.12; thence N.53°12'18"E. 21.23 feet to the easterly boundary line of said Lot 27 at a point which is 33.00 feet perpendicularly distant westerly from said project control line at Engineer Station 20+04.12; thence southwesterly 23.56 feet along the arc of a 15.00 foot radius non-tangent curve to the right (Note: Chord to said curve bears S.45°58'00"W. for a distance of 21.21 feet, central angle = 90°00'00") to the southerly boundary line of said Lot 27; thence N.89°02'00"W. 114.34 feet along said southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 348 sq. ft. or 0.008 acre.

(Note: Rotate the above bearings 0°20'09" clockwise to equal highway bearings.)

Continued on Page 3

WHEN RECORDED, MAIL TO:
Washington Terrace
5249 South 400 East
Washington Terrace, Utah 84405

Also:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

Quit Claim Deed

(CITY)

Weber County

Tax ID No. 25-025-0039

PIN 17795

Project No. F-3328(2)1

Parcel No. 3328:105:C

Washington Terrace City, a municipal corporation of the State of Utah, Grantor, hereby QUIT CLAIMS to Washington Terrace City, Grantee, at 5249 South 400 East, Washington Terrace, Utah 84405, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described parcel of land in Weber County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of land that is part of Lot 20, Block 2, Washington Terrace – Parcel E subdivision, recorded as Entry No. 247711, in Book 10 at Page 81-A in the office of the Weber County Recorder, situate in the NE1/4 SW1/4 of Section 8, T.5 N., R.1 W., S.L.B. & M., in Weber County, Utah, for the purpose of facilitating reconstruction of sidewalks, pedestrian ramps, and appurtenant parts thereof incident to improvements to 300 West Street, known as Project F-3328(2)1. The boundaries of said part of an entire tract are described as follows:

Beginning at the southwest corner of said Lot 20; and running thence along the westerly boundary line of said Lot 20 the following two (2) courses and distances

(1) N.21°00'00"W. 27.05 feet (plat = N.21°19'51"W. 27.10 feet); thence (2) northerly 23.21 feet along the arc of a 632.83 foot radius non-tangent curve to the left (Note: Chord to said curve bears N.01°10'41"E. for a distance of 23.21 feet, central angle = 02°06'04") to a point which is 50.00 feet radially distant easterly from the control line of 300 West Street of said project at Engineer Station 34+11.81; thence S.48°20'17"E. 36.07 feet to a point which is 77.43 feet radially distant easterly from said control line at Engineer Station 33+90.70; thence N.68°40'09"E. 83.36 feet to a point which is 154.61 feet radially distant easterly from said control line at Engineer Station 34+17.01; thence N.87°38'35"E. 53.19 feet to the southerly boundary line of said Lot 20 at a point which is 207.77 feet radially distant easterly from said control line at Engineer Station 34+18.36; thence along said southerly boundary line the following three (3) courses and distances (1) southwesterly 2.49 feet along the arc of a 15.00 foot radius non-tangent curve to the right (Note: Chord to said curve bears S.63°55'02"W. for a distance of 2.49 feet, central angle = 09°30'15"); thence (2) S.68°40'09"W. 149.11 feet; thence (3) westerly 7.61 feet along an arc of a 25.00 foot radius tangent curve to the right (Note: Chord to said curve bears S.77°23'07"W. for a distance of 7.58 feet, central angle = 17°25'55") to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 2,797 sq. ft. or 0.064 acre.

(Note: Rotate the above bearings 0°19'05" clockwise to equal highway bearings.)

Continued on Page 3

WASHINGTON TERRACE CITY

(INCORPORATED)

T.5 N. R.1 W.
S.L.B. & M.



MATCH LINE 00+50

300 WEST STREET

LOT 19

WASHINGTON TERRACE CITY
276 WEST 4400 SOUTH
25-025-0039

105:C

A = 23.21'
R = 632.83'

34+11.81

33+90.70
77.43'

36.07'

Exist. R/W Line

4400 SOUTH STREET

N68°59'14"E

A = 7.61'
R = 25.00'

Exist. R/W Line

33+00

PCC STA. 33+04.83

N = 508074.06
E = 590954.29

NE1/4 SW1/4
SEC. 8



This Exhibit is intended to be used for illustrative purposes and as a negotiation tool for the deed it is attached to only. This Exhibit does not represent any field survey work or that a Record of Survey has been filed with the Recorder's or Surveyor's Office that this document is or may be recorded in.

PARCEL NO.	OWNER	SQ FT	ACRES	EXIST. R/W IN DEED SQ FT	OWNERSHIP SQ FT	REMAINING SQ FT LEFT	REMAINING SQ FT RIGHT
3328: 105:C	WASHINGTON TERRACE CITY	2,797	0.064	0	9,267	0	6,470

SHEET NO. 105 EXHIBIT	PARTIAL SUMMARY NO. 01F	PROPERTY OWNER:	WASHINGTON TERRACE CITY
PROJECT	300 WEST; 5000 S. TO RIVERDALE	PROPERTY ADDRESS:	276 WEST 4400 SOUTH
PROJECT NUMBER	F-3328(2)1	PIN	17795
UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DESIGN			

J:\22-227\Utah\StationSurvey\17795_F-3328(2)1_01F_105_Exhibit.dgn

7/13/2023



State of Utah

SPENCER J. COX
Governor

DEIDRE HENDERSON
Lieutenant Governor

Department of Workforce Services

CASEY R. CAMERON
Executive Director

GREG PARAS
Deputy Director

NATE MCDONALD
Deputy Director

KEVIN BURT
Deputy Director

November 21, 2023

To: Mayor and City Council
Washington Terrace City

From: Department of Workforce Services
Housing and Community Development Division

Re: Moderate Income Housing Report – 2023 Notice of Compliance

Dear Mayor and City Council,

Thank you for submitting your City's Moderate Income Housing report for this year in fulfillment of requirements set forth in State Code section 10-9a-408. The Housing and Community Development Division (HCD) has reviewed the report and finds that the submitted report complies with the requirements set forth in section 10-9a-403.

Washington Terrace City has not met the eligibility requirements of 10-9a-408(6) for Priority Consideration for Transportation Commission funding for transportation projects within the boundaries of the municipality. The community included only three compliant strategy progress reports and five would be necessary to meet the eligibility requirements.

Strategy E was compliant, but it is recommended that in future reports additional clarifications are provided to demonstrate ongoing actions, which are described in the report as the licensing procedures for ADUs. The city should include the ordinance, resolution, code, or other specific detail to describe this action. For reference, a report must include the following to document progress made on activities prior to the 12-month reporting period applicable to a strategy as ongoing activities by including the following details described in 10-9a-408(3)(c):

1. Describing a previously adopted ordinance, application, investment, agreement, or other activity that promotes the implementation of a Moderate Income Housing Strategy from the initial report. This should include adoption dates, ordinance numbers or project names, or other identifying information for the previous activity.
2. Demonstrating that the action taken is relevant to making meaningful progress towards the implementation plan for a relevant strategy. This could include describing current



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outcomes or outputs from the action, or a connection between the previously completed action and a planned action in the implementation plan.

Please be aware that implementation plan benchmarks and timelines which have passed, but were not reported on, or which had delayed timelines may not be reported on in future years without an update to the implementation plan. Please contact the Moderate Income Housing Program staff to discuss update options.

If you have any questions or concerns, please contact Alyssa Gamble at angamble@utah.gov.

Sincerely,

Alyssa Gamble
Program Manager – Moderate Income Housing Database
Housing and Community Development
Department of Workforce Services

**WASHINGTON TERRACE CITY
RESOLUTION 23-19**

MODERATE INCOME HOUSING PLAN UPDATE

**A RESOLUTION OF WASHINGTON TERRACE CITY, UTAH, ADOPTING
THE 2023 UPDATE REPORT TO THE MODERATE INCOME HOUSING
PLAN.**

WHEREAS, Washington Terrace City (hereafter “City”) is a municipal corporation, duly organized and existing under the laws of the State of Utah;

WHEREAS, *Utah Code Annotated* §10-3-717 authorizes the City Council to “exercise all administrative powers by resolution”;

WHEREAS, *Utah Code Annotated* §10-9a-408 requires the City to prepare a biannual report that reviews the City’s Moderate Income Housing Plan Element of the General Plan and its implementation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Washington Terrace City that the attached Moderate Income Housing Plan 2023 Annual Report is hereby adopted and incorporated herein by this reference.

PASSED AND APPROVED by the Washington Terrace City Council this ___ day of _____, 2023
.

Mayor Mark C. Allen

ATTEST:

Amy Rodriguez, City Recorder

Roll Call Vote

Council Member Barker
Council Member Ferlin
Council Member Seal
Council Member Christiansen
Council Member West

2023 Moderate Income Housing Annual Report- Subsequent Progress Report

In accordance with UCA 10-9a-408 and 17-27a-408, the following jurisdictions must have a moderate income housing element with implementation plan in their general plan and annually submit a report documenting progress on the selected strategies.

Cities

- Of the first, second, third, or fourth class, or
- Cities of the fifth class with at least 5,000 in population (and within a first, second, or third class county)

Metro Townships

- A population of at least 5,000

Counties

- Of the first, second, or third class, and
- A population of at least 5,000 within the unincorporated portion of the county

Subsequent progress reports will be submitted by communities in each year following the initial report submission to document progress toward moderate income housing. The Subsequent reports will require communities to provide:

1. A description of each action, whether one-time or ongoing, taken by the jurisdiction during the previous 12 month period to implement the moderate income housing strategies selected by the jurisdiction for implementation;
2. A description of each land use regulation or land use decision made by the jurisdiction during the previous 12 months to implement the moderate income housing strategies, including an explanation of how the land use regulation or land use decision supports the jurisdiction's efforts to implement the moderate income housing strategies;
3. A description of any barriers encountered by the jurisdiction in the previous 12 months in implementing the moderate income housing strategies;
4. Information regarding the number of internal and external or detached accessory dwelling units located within the jurisdiction for which the jurisdiction: A) issued a building permit to construct, or B) issued a business license to rent;
5. A description of how the market has responded to the selected moderate income housing

strategies, including the number of entitled moderate income housing units or other relevant data; and

6. Any recommendations on how the state can support the jurisdiction in implementing the moderate income housing strategies.

By August 1, 2023, jurisdictions that fall under this requirement must submit their annual report using this form. Within 90 days of report submission, the Housing and Community Development Division will review the annual report for compliance and potential priority funding consideration. Please contact Alyssa Gamble at angamble@utah.gov with any questions, comments, or concerns.

Email *

tomh@washingtonterracecity.org

Preparer's Contact Information

Preparer's Name *

First and Last Name

Tom Hanson

Preparer's Job Title *

City Manager

Preparer's Email *

tomh@washingtonterracecity.org

Preparer's Phone *

801-395-8282

Type of Jurisdiction *

Count

y

Municipality (City, Town, Metro Township)

Municipalities

To verify if your municipality (city, town, metro township) is required to have a moderate income housing element in the general plan and submit an annual report, answer the following question.

Name of Municipality *

Washington Terrace

Municipal Annual Report- Washington Terrace

Municipal Government Contact Information

We have the following contact information on file for your municipality.

Mayor Mark C. Allen

(801) 479-7070

marka@washingtonterracecity.org

Use the field below to update any of the information above

Moderate Income Housing Element

Based on your municipality's population and classification, the city is required to include at least three strategies in the moderate income housing element out of the options provided in UCA 10-9a-403(2)(b)(iii).

Population: 9,276

Classification: 5th Class Municipality

Weber County Classification: 5th Class County

Data Source: Annual Estimates of the Resident Population for Incorporated Places in Utah: April 1, 2020 to July 1, 2021

Source: U.S. Census Bureau, Population Division

Release date: May 2022

Municipal Annual Report - General Plan

The subsequent report may be completed administratively and does not require the submission of a general plan update, unless there have been changes to the moderate income housing strategy or the jurisdiction needs to change strategies.

Complete this section to share any changes in the General Plan with HCD.

Has the municipality amended the Moderate Income Housing Element since the last notice of compliance was issued? *

Yes

No

No

Municipal Annual Report - Strategy #1

Please document progress made on the Moderate Income Housing Strategies since the jurisdiction received their compliance notice. A community must report on at least the minimum number of required strategies to comply in the Subsequent report.

Strategy #1 *

Select the first moderate income housing strategy from UCA that the municipality has included in its moderate income housing element.

(A) rezone for densities necessary to facilitate the production of moderate income housing

Describe each action taken by the municipality during the previous 12 months to implement this moderate income housing strategy. *

Example response: "In 2023, Alyssa City began the RFP process for a study to assess infrastructure and parking needs to accommodate external accessory dwelling units in residential zones. A contractor was procured and the study is underway expected to be completed in Spring 2024."

The city's staff has undertaken a thorough examination of potential infill opportunities for higher-density development within the city limits. Regrettably, our assessment did not reveal any additional parcels suitable for high-density development or MIH (Mandatory Inclusionary Housing) initiatives. This limitation is primarily due to the constraints on growth possibilities within Washington Terrace, which consequently hampers the availability of MIH development in a substantial manner. Currently, our staff is collaborating with a developer to introduce higher-density housing to an existing parcel that is not currently zoned for such purposes. We are working diligently to identify a suitable location and assess the project's capacity to accommodate this density housing. It's important to note that this project is a unique endeavor, requiring unconventional, out-of-the-box planning strategies for successful implementation. The development is expected to gain approval through a site-specific Development Agreement. While it's not categorized as an MIH project, it will significantly expand our housing inventory in areas where higher-density housing was previously not permitted. Furthermore, our staff has proactively reached out to other interested parties who may have land holdings currently underutilized in a commercial context. We are hopeful that such outreach will result in partnerships with individuals or entities willing to tap into the unrealized potential of these properties. We remain committed to exploring every avenue to make this a reality.

Describe each land use regulation or land use decision made by the municipality during the previous 12 month period to implement this strategy. *

Example response: *"A land use decision has not yet been made, but is expected, pending the outcome of the study. This timeline reflects the Moderate Income Housing Element implementation plan which was approved last year."*

Analysis and Findings: Limited Available Land: The city's land resources available for rezoning are restricted, posing a significant obstacle to conventional development strategies aimed at achieving higher density. Site-Specific Development Agreement: After careful evaluation of available options, the city and staff have determined that the implementation of a site-specific Development Agreement offers a promising solution. This tailored approach ensures that the development project can proceed while adhering to the city's density objectives. Alignment with City Goals: The proposed Development Agreement not only facilitates the development process but also harmonizes with the overarching city goals for density and the addition of housing stock. It strikes a balance between meeting the immediate needs of the project and serving the long-term vision of the city.

Describe how any land use regulations or land use decisions support the municipality's efforts to implement the strategy. *

Example response: *"While the land use decision has not been completed, the study is expected to provide recommendations on utility and parking capacities needed for external accessory dwelling units in the city. The findings will be used to develop a recommendation to the council for areas which could include external ADUs, reducing the local restriction on these units."*

In light of the constraints on available land for rezoning, the city and its staff have identified the implementation of a site-specific Development Agreement as the most favorable approach. This strategy enables the development project to move forward, while still being in line with the city's objectives for density and housing stock expansion in the specified area. Recommendations: • Proceed with the establishment of a site-specific Development Agreement as the primary mechanism for advancing the development project. • Continuously monitor and evaluate the progress of the project to ensure it remains aligned with the city's density and housing stock

objectives. • Explore additional innovative solutions to address the challenges posed by limited available land for future development endeavors. This report provides a comprehensive overview of the city's approach to overcoming land limitations for rezoning and achieving its goals for density and housing stock expansion. It underscores the importance of flexible, site-specific solutions in addressing complex urban development challenges.

Describe any barriers encountered by the municipality in the previous year in implementing this strategy. *

Documenting barriers provides HCD with context and allows us to identify and assist with challenges. The documentation of barriers does not exempt the community from making and reporting progress toward strategy completion. Each strategy must advance for compliance, regardless of the barriers faced.

If no barriers were experienced, write "None."

As described earlier, the city is land locked with very limited available lots to expand density housing; the city simply has few options to expand into high density housing. We are doing when we reasonably can but finding it difficult at best.

Strategy Market Response

Please describe how the market has responded to the implementation of the strategy outlined in the section above. Fill in the blanks for the market response metrics relevant to the strategy. If the metric is not applicable to the strategy, type n/a.

Describe the changes observed and any other market responses in the long answer question at the end.

Number and type of new units permitted

*

There will be 37 units if the project is successful.

Number and type of affordable units added

*

0

Number and type of affordable units rehabbed

*

0

Number and type of units converted from other uses

*

0

Change in local rent amounts

*

No data to indicate change in rent amounts.

Change in the number of people displaced

*

No people will be displaced with this project.

Change in the number of households experiencing housing cost burden

*

No data available related to 37 units.

Change in the share of household income spent on housing

*

No available data.

The number of rezones associated with MIH strategies

*

0

Provide narrative describing the market responses the jurisdiction has observed during the implementation of strategies.

*

This description should include "other" market responses that are not among the above metrics.

Washington Terrace City is strongly committed to addressing the pressing issue of affordable housing, particularly in light of the fact that more than 50% of our residents fall within the Low to Moderate Income bracket. While we are acutely aware of this need, we are also faced with significant limitations in securing available land for development. We are optimistic that developers will view our city as a viable location for the successful construction of high-density housing solutions, all the while preserving the cherished sense of community that defines our unique character.

Municipal Annual Report - Strategy #2

Please document progress made on the Moderate Income Housing Strategies since the jurisdiction received their compliance notice. A community must report on at least the minimum number of required strategies to comply in the Subsequent report.

Strategy #2 *

Select the first moderate income housing strategy from UCA that the municipality has included in its moderate income housing element.

(E) create or allow for, and reduce regulations related to, internal or detached accessory dwelling units in residential zones

Describe each action taken by the municipality during the previous 12 months to implement this moderate income housing strategy. *

Example response: "In 2023, Alyssa City began the RFP process for a study to assess infrastructure and parking needs to accommodate external accessory dwelling units in residential zones. A contractor was procured and the study is underway expected to be completed in Spring 2024."

In an effort to simplify the licensing procedure for ADUs, the city has streamlined the application process and eliminated any disproportionately high licensing fees. As a result, there are now four more ADUs that have obtained licenses and are operating within the city legally. It's important to

note that the limitations imposed by lot size and street width in Washington Terrace do constrain the number of dwellings eligible for ADU-based business activities, as you are already aware.

Describe each land use regulation or land use decision made by the municipality during the previous 12 month period to implement this strategy. *

Example response: "A land use decision has not yet been made, but is expected, pending the outcome of the study. This timeline reflects the Moderate Income Housing Element implementation plan which was approved last year."

Currently, we are in the process of implementing the ADU approval procedure as described earlier. The demand for ADUs is relatively low due to the limited availability of suitable residences capable of accommodating them.

Describe how any land use regulations or land use decisions support the municipality's efforts to implement the strategy. *

Example response: "While the land use decision has not been completed, the study is expected to provide recommendations on utility and parking capacities needed for external accessory dwelling units in the city. The findings will be used to develop a recommendation to the council for areas which could include external ADUs, reducing the local restriction on these units."

No additional land use was required to implement the approval process. The ADU process is running successfully.

Describe any barriers encountered by the municipality in the previous year in implementing this strategy. *

Documenting barriers provides HCD with context and allows us to identify and assist with challenges. The documentation of barriers does not exempt the community from making and reporting progress toward strategy completion. Each strategy must advance for compliance, regardless of the barriers faced.

If no barriers were experienced, write "None."

None

Strategy Market Response

Please describe how the market has responded to the implementation of the strategy outlined in the section above. Fill in the blanks for the market response metrics relevant to the strategy. If the metric is not applicable to the strategy, type n/a.

Describe the changes observed and any other market responses in the long answer question at the end.

Number and type of new units permitted

*

4

Number and type of affordable units added

*

4

Number and type of affordable units rehabbed

*

0

Number and type of units converted from other uses

*

0

Change in local rent amounts

*

No data to support rent amounts based on ADU allowances.

Change in the number of people displaced

*

No data

Change in the number of households experiencing housing cost burden

*

4 based on allowed ADU's

Change in the share of household income spent on housing

*

No Data

The number of rezones associated with MIH strategies

*

None

Provide narrative describing the market responses the jurisdiction has observed during the implementation of strategies.

*

This description should include "other" market responses that are not among the above metrics.

The market's response to the relaxation of ADU requirements for obtaining approval has been moderate. The approval process has been made more efficient and is available at a nominal cost for licensing. While the city cannot mandate ADU participation, it is supportive of applicants, provided that the proposed location can accommodate the additional parking and population.

Municipal Annual Report - Strategy #3

Please document progress made on the Moderate Income Housing Strategies since the jurisdiction received their compliance notice. A community must report on at least the minimum number of required strategies to comply in the Subsequent report.

Strategy #3 *

Select the first moderate income housing strategy from UCA that the municipality has included in its moderate income housing element.

(F) zone or rezone for higher density or moderate income residential development in commercial or mixed-use zones near major transit investment corridors, commercial centers, or employment centers

Describe each action taken by the municipality during the previous 12 months to implement this moderate income housing strategy. *

Example response: *"In 2023, Alyssa City began the RFP process for a study to assess infrastructure and parking needs to accommodate external accessory dwelling units in residential zones. A contractor was procured and the study is underway expected to be completed in Spring 2024."*

Washington Terrace is utilizing Development Agreements to facilitate mixed-use projects. The city faces a significant constraint in terms of available land for commercial development, which restricts the number of mixed-use projects that can be accommodated. However, the city's leadership remains receptive to proposals that promote the overall economic well-being and structural resilience of the community.

Describe each land use regulation or land use decision made by the municipality during the previous 12 month period to implement this strategy. *

Example response: *"A land use decision has not yet been made, but is expected, pending the outcome of the study. This timeline reflects the Moderate Income Housing Element implementation plan which was approved last year."*

The city has incorporated a city-owned parcel of land and has agreed to initiate a Development Agreement aimed at introducing 37 new housing units to the area. Given the current constraints on commercial projects arising from increasing interest rates, the city considers it a valuable opportunity to collaborate with a developer in a mixed-use capacity. Adding housing stock is a legitimate way to improve housing prices and rental availability.

Describe how any land use regulations or land use decisions support the municipality's efforts to implement the strategy. *

Example response: *"While the land use decision has not been completed, the study is expected to provide recommendations on utility and parking capacities needed for external accessory dwelling units in the city. The findings will be used to develop a recommendation to the council for areas which could include external ADUs, reducing the local restriction on these units."*

The revision in land use regulations and subsequent approval of high-density housing represents a noteworthy shift in our perspective on housing regulations. Historically, the city prohibited high-density housing due to issues arising from a substantial number of apartments and condominiums within the city. Regrettably, high-density housing has been linked to an increased volume of law enforcement calls and consequentially limited in the past. However, the new land use policy now permits high-density housing through the implementation of a development agreement as the primary approval mechanism.

Describe any barriers encountered by the municipality in the previous year in implementing this strategy. *

Documenting barriers provides HCD with context and allows us to identify and assist with challenges. The documentation of barriers does not exempt the community from making and reporting progress toward strategy completion. Each strategy must advance for compliance, regardless of the barriers faced.

If no barriers were experienced, write "None."

None

Strategy Market Response

Please describe how the market has responded to the implementation of the strategy outlined in the section above. Fill in the blanks for the market response metrics relevant to the strategy. If the metric is not applicable to the strategy, type n/a.

Describe the changes observed and any other market responses in the long answer question at the end.

Number and type of new units permitted

*

36 units in the process

Number and type of affordable units added

*

None

Number and type of affordable units rehabbed

*

None

Number and type of units converted from other uses

*

None

Change in local rent amounts

*

No Data

Change in the number of people displaced

*

No data

Change in the number of households experiencing housing cost burden

*

No Data

Change in the share of household income spent on housing

*

No Data available

The number of rezones associated with MIH strategies

*

One in process

Provide narrative describing the market responses the jurisdiction has observed during the implementation of strategies.

*

This description should include "other" market responses that are not among the above metrics.

As previously mentioned, the city faces significant limitations in its capacity to expand its housing inventory. This constraint leaves the city heavily reliant on market dynamics and the willingness of developers to engage in high-density projects. Consequently, the city has adopted a more collaborative approach, demonstrating a willingness to engage in density projects when developers work in tandem with the municipal authorities to execute such endeavors. In this cooperative model, the city and developers join forces to bring density projects to fruition. This symbiotic relationship helps mitigate the constraints imposed by market forces alone, allowing for a more deliberate and strategic expansion of housing options. By actively engaging with developers, the city can tailor projects to address specific community needs and concerns, fostering a more balanced and inclusive approach to urban development. This adaptive stance reflects the city's commitment to meeting evolving housing demands, all while ensuring that the broader interests of the community are carefully considered and integrated into the development process. It underscores a forward-thinking strategy aimed at achieving a harmonious balance between urban growth and community well-being.

Do you have additional strategies to report? *

Yes

S

No

Accessory Dwelling Units

Please describe the number of Accessory Dwelling units in your jurisdiction to the best of your ability.

How does the jurisdiction track Accessory Dwelling Units? *

Count of building permits

☒ Count of rental licenses or permits

Other:

Total Number of Accessory Dwelling Units in the Jurisdiction *

11

Total number of building permits to construct an ADU in the jurisdiction granted the previous year: *

No Building permits needed. The ADU's were accommodated with existing structures.

Total number of business licenses or permits to rent an ADU in the jurisdiction granted the previous year: *

If not applicable, type n/a.

4 permits were approved while others area in process.

Total number of other types of permit or license issued for an ADU in the jurisdiction granted the previous year: *

If applicable, please provide the count and the type of permit or license issued. If not applicable, type n/a.

N/A

Feedback & Recommendations

In order to improve the moderate income housing efforts of the state and jurisdictions, we'd love to hear from you.

What types of support would be helpful to your community as you implement the moderate income housing strategies? *

Select all that apply

☒ Housing supply data

☒ Housing needs data

Planning technical assistance

Model Ordinances

Case studies for strategies

Staff resources

Reporting technical assistance

Guidebooks for planning and reporting

☒ Other: Data specifically for our area and city. There are specific needs that we cannot meet if we don't know the details. We are very limited on staff and resources to take on statistical research.

Describe any recommendations on how the state can support the jurisdiction in implementing the moderate income housing strategies? (technical assistance, resources, data, etc.) *

If none, please write n/a

We do not have financial resources to support MIH in the city. Funding for development may be helpful but that is probably out of the realm of possibility.

Thank you for completing the Moderate Income Housing Report for 2023.

Please click 'submit' below to complete the report. You will receive confirmation of your submission via email.

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City Council Staff Report

Author: Carlos Grava

Subject: Rohmer Park Accessibility and Safety Project: South Entrance - RAMP Grant
Matching Funds Approval

Date: 12/05/2023

Type of Item: Discussion / Approval

Summary Recommendation: Approval and commitment to the \$42,448.00 match funds necessary for applying for the 2024 RAMP Grant for the Rohmer Park Accessibility and Safety Project: South Entrance that is a segment of the Parks Master Plan trail system, but also it is a needed improvement towards the safety of the citizens, a proactive risk management lowering the city's liability over the park.

Description: Staff would recommend considering funding this project at Rohmer Park South entrance; in the past years, we have received a significant amount of funds from RAMP, and this year, as we are pausing other bigger projects, we would like to focus on this minor but very important and needed project. We did our due diligence, and with the approval of the city manager and our finance department, we plan on matching 40% of the grant with capital projects general funds to give us a higher chance of being awarded the RAMP Grant and funding this project to make this long-lasting asset to the community happen.

- A. **Topic:** Application for the 2024 RAMP Major Grant for Rohmer Park Accessibility and Safety Project: South Entrance.
- B. **Background:** This Rohmer Park Accessibility and Safety Project: South Entrance evolved from a budget request from this past fiscal year, where we were looking to add a sidewalk on the south entrance. A few citizens from Washington Terrace and users of Rohmer Park contacted us with their concerns about the safety and risks they were running into when coming to the park on foot, especially parents with strollers, where they must share the road with incoming vehicles.
- C. **Analysis:** Due to other city projects ongoing, reduced budget funds, and inflationary impact challenges, the assistance of funds like the RAMP Grant for this project is essential, making the approval of the match funds crucial.

D. Fiscal Impact:

Project Cost (One-time)	\$137,956
--------------------------------	------------------

Project Funding Sources

RAMP (to be applied for)	Construction	60% match	63,672
*City (to be appropriated)	Construction	40% match	42,448
*City (to be appropriated)	Engineering & Contingency		<u>31,836</u>
			\$137,956

*The City's match will be funded by appropriating \$74,284 of fund balance from the Capital Projects Fund 55.

Project Cost (new ongoing)	\$1,000 est./annual (5-yr. outlook)
-----------------------------------	--

These costs include crosswalk painting and snow removal labor & supplies.

These new ongoing General Fund costs will be considered as part of the annual budget process.

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

Alternatives:

- A. **Approve the Request:** Staff is recommending the approval and commitment to this RAMP Grant matching funds request for the Rohmer Park Accessibility and Safety Project: South Entrance to continue the improvements, risk management, and liability reduction at Rohmer Park.
- B. **Deny The Request:** Denying the request will result in the project stall, where issues with accessibility, safety, and liability will continue to arise.
- C. **Continue the Item/Impact:** Delaying the project at this time will continue the city issues with accessibility, safety, and liability, and it may affect future RAMP Grant applications for this project due to other future projects in line with RAMP Grant applications.

ROHMER PARK IMPROVEMENTS

SOUTH ENTRANCE

Date: November 20, 2023

Cost Estimate

Location: Rohmer Park



Item	Description	Qty	Unit	Unit Price	Total
GENERAL					
1	Mobilization	1	ls	\$6,500.00	\$6,500.00
2	SWPPP	1	ls	\$2,000.00	\$2,000.00
SOUTH ENTRANCE					
7	Pedestrian ramp	2	ea	\$3,500.00	\$7,000.00
8	New 4" thick flatwork	1,440	sf	\$20.00	\$28,800.00
9	New rock Retaining wall	300	sf	\$75.00	\$22,500.00
10	New pedestrian crossing sign with arrow	2	ea	\$550.00	\$1,100.00
11	New pedestrian crossing sign with "AHEAD" sign	2	ea	\$550.00	\$1,100.00
12	Remove and replace xeriscape	5,160	sf	\$7.00	\$36,120.00
13	New crosswalks	2	ea	\$500.00	\$1,000.00
SUBTOTAL =					\$106,120.00
ENGINEERING AND CONTINGENCY =					\$31,836.00
PROJECT TOTAL =					\$137,956.00

City Council Staff Report

Author: Amy Rodriguez
Subject: 2024 Meeting schedule
Date: December 5, 2023
Type of Item: Discussion and Action



Summary Recommendations: Council may review and adopt the 2024 annual meeting schedule

Description:

A. Topic: 2024 Annual meeting Schedule

State law mandates that if regular meetings are held throughout the course of a year, a meeting schedule must be adopted and posted at least once during the year.

B. Analysis: It is recommended that Council adopt a meeting schedule for 2024. The proposed meeting schedule would include regular city council meetings on the first and third Tuesday of every month. Additional meetings, such as work sessions or retreats, can be added with proper noticing requirements. If time or dates change, notice will be given accordingly.

Attached is a tentative calendar with meeting dates, tentative topics and other important dates in the city.

C. Department Review: City Recorder

Alternatives:

A. Approve the Request: Council can approve the proposed 2024 meeting schedule and meet on the first and third Tuesday of each month, with the exception of December, where there will be only one regular scheduled meeting due to holiday schedules.

B. Amend the Request: Council can decide to amend the meeting schedule.

Recommendation: Staff recommends that Council adopt the 2024 annual meeting schedule as outlined in report.

CALENDAR OF EVENTS - Tentative

JANUARY 2024

Mon. 1st New Year's Observance- City Offices closed

Tues. 2nd : Swearing in of new officers ceremony

Tues. 2nd City Council Meeting 6:00p.m.

- Council Training Open Meetings
- Ethical Behavior Pledge (staff and council included)

Mon. 15th Martin Luther King JR. Day- City Offices closed

Tues. 16th – City Council Meeting 6:00 p.m.

Thur. 25th Planning Commission Meeting 6:00 p.m.

- Nominate and elect Chair and Vice Chair

FEBRUARY 2024

Tues. 6th City Council Meeting 6:00 p.m.

Sheriff office quarterly report

- Fire Dept Quarterly
- Finance Quarterly
- Animal Control Quarterly

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

Mon. 19th President's Day- City Offices closed

Thur. 29th Planning Commission meeting 6:00 p.m. LEAP YEAR

MARCH 2024

Tues. 7th Terrace Days Planning 5:00 p.m.

Tues. 7th City Council Meeting 6:00 p.m.

Tues. 21st City Council Meeting 6:00 p.m.

Thur. 30th Planning Commission meeting 6:00 p.m.

APRIL 2024

Tues 2ND Budget meeting 5:00 p.m.

Tues. 2ND City Council Meeting 6:00 p.m.

Tues. 16th City Council Meeting 6:00 p.m.

- Sheriff's office quarterly report
- Fire Department quarterly report
- Finance Department quarterly report
- Animal Control quarterly report

Wed. April 17th -20TH – ULCT (tentative)

Thur. 25th Planning Commission meeting 6:00 p.m.

MAY 2024

Tues. 7TH Budget Meeting 5:00 p.m.

Tues. 7TH City Council Meeting 6:00 p.m.

Tues. 21ST Budget Meeting 5:00 p.m.

Tues. 21ST City Council Meeting 6:00 p.m.

Mon. 27th Memorial Day- City offices closed

Thur. 20th Planning Commission meeting 6:00 p.m.

JUNE 2024

Tues. 4th Budget Meeting 5:00 p.m.

Tues. 4th City Council Meeting 6:00 p.m.

Sat. 8th TERRARCE DAYS

Mon. 17th National Freedom Day (Juneteenth) observance- City Offices closed

Tues. 18th City Council Meeting 6:00 p.m.

Thur. 27th Planning Commission meeting 6:00p.m.

JULY 2024

Tues. 2nd: City Council Meeting 5:00pm.

Thurs. July 4th : City Offices closed in observance of Independence Day

Tues 16th City Council Meeting

- Sheriff Office Quarterly
- Fire Dept Quarterly
- Finance Dept Quarterly
- Animal Control Quarterly

Wednesday 24th Pioneer Day Observed – City offices closed

Thurs. 25th Planning Commission meeting 6:00 p.m.

AUGUST 2024

Tues. 6th City Council Meeting 6:00 p.m.

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

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

SEPTEMBER 2024

Mon. 2nd Labor Day- City offices closed

Tues. 3rd City Council Meeting 6:00 p.m.

ULCT Conference TBD

Tues. 17th City Council Meeting 6:00 p.m.

Thurs. 26th Planning Commission meeting 6:00 p.m.

OCTOBER 2024

Tues. 1st City Council Meeting 6:00 p.m.

Mon. 7th Columbus Day- City offices closed

Tues. 15th City Council Meeting 6:00 p.m.

- Sheriff's office Quarterly report
- Fire Department Quarterly report
- Finance Department Quarterly report
- Animal Control Quarterly report

Thurs. 31st Planning Commission meeting 6:00 p.m.

NOVEMBER 2024

Tues. 5th ; Election Night

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

Mon. 11th Veteran's Day observed- City offices closed

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

Thurs- Fri. 28-29 Thanksgiving Holiday- City Offices closed

Thurs. 21st Planning Commission Meeting 6:00 p.m.

DECEMBER 2024

Tues. 3rd City Council Meeting 6:00 p.m.

- Annual Meeting Schedule

Wednesday 25th Christmas Holiday- City Offices closed

Thurs. 26th Planning Commission 6:00 p.m.

City Council Staff Report

Author: Amy Rodriguez
Subject: Official Election Canvass
Date: December 5, 2023
Type of Item: Action Item



Summary Recommendations: Board of Canvass to approve the official canvass results of the 2023 Municipal General.

Description:

A. Topic: Approval of Official Election Results.

- B. Background:** As per Utah State Code Section 20A-4-301, the governing body shall serve as the Board of Canvass and approve the Official Canvass Results which shall announce the elected candidates. The Canvass must be completed no earlier than 7 days after the election and no later than 14 days from the election.

The City held a vote by mail election. The ballots were mailed out on October 31, 2023. The ballots were counted by the county as they were returned to their offices. On the night of the General Election, the ballots in the ballot boxes were returned to the County. The results were tallied by the Weber County Election's office and reported back to the City Recorder. The preliminary results were released around 9:15 P.M. on the night of the election. The second preliminary results were released on November 22, 2023. The canvass results will be released to the City Recorder on December 5, 2023, and will be released to the Board during the meeting.

C. Analysis:

On December 5, 2023, the County staff will conduct official canvass of the ballots that are permissible to count.

Any **valid** absentee ballots received before noon on December 5, 2023 can still be counted. I will report those results at the Council meeting Tuesday night, as I do not have the official canvass reports at the time of this packet.

D. Department Review: City Recorder

Recommendations:

The Board of Canvass could pass a motion to approve the Official Election Canvass Results.

STATE OF UTAH
COUNTY OF WEBER

BOARD of CANVASS CERTIFICATION

2023 MUNICIPAL GENERAL ELECTION

The undersigned Washington Terrace City Board of Canvassers and the Washington Terrace City Recorder do hereby certify the election results of the 2023 General Election held on the 21st day of November, 2023, as appears from the attached official returns of said election as filed and on record in the office of the City Recorder of Washington Terrace City.

IN WITNESS WHEREOF, we have hereunto subscribed our signatures this 5th day of December, 2023.

Mark C. Allen, Mayor
Board of Canvassers

Scott Barker, City Council
Board of Canvassers

Jill Christiansen, City Council
Board of Canvassers

Randy Ferlin, City Council
Board of Canvassers

F. Carey Seal, City Council
Board of Canvassers

Jeff West, City Council
Board of Canvassers

Amy Rodriguez
Washington Terrace City Recorder



City of Washington Terrace
Redevelopment Agency Meeting
Tuesday, December 5, 2023
following the Regular City Council Meeting
City Hall Council Chambers
5249 South 400 East, Washington Terrace City

1. **ROLL CALL**

2. **INTRODUCTION OF GUESTS**

3. **CONSENT ITEMS**

Any point of order or issue regarding items on the Agenda or the order of the agenda need to be addressed here prior to the approval of the agenda.

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM OCTOBER 17, 2023

4. **NEW BUSINESS**

**4.1 MOTION: AUTHORIZATION TO RELEASE THE INCENTIVE PAYMENT
FOR GOLDENWEST CREDIT UNION ADMINISTRATIVE BUILDING #1**

5. **ADJOURNMENT OF MEETING: CHAIR ALLEN**

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 on the Utah Public Notice Website www.utah.gov/pmn/index, the City Website www.washingtonterracecity.com, and City Hall located at 5249 S 400 East, Washington Terrace. Amy Rodriguez, City Recorder.

City of Washington Terrace
Minutes of a Redevelopment Meeting
Held on October 17, 2023
Following the Regular City Council Meeting
City Hall, 5249 South 400 East, Washington Terrace City, Utah

BOARD MEMBERS AND STAFF MEMBERS PRESENT

Chair Mark C. Allen
Vice Chair Jeff West
Board Member F. Carey Seal
Board Member Jill Christiansen
Board Member Scott Barker
Board Member Randy Ferlin
City Recorder Amy Rodriguez
City Manager Tom Hanson

Others Present- Zunayid Zishan, Micheal Thomas, Cheryl Parkinson, Jim and Kathleen Craynor (left at closed session).

1. ROLL CALL

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM SEPTEMBER 19, 2023

Items 3.1 and 3.2 were approved by general consent.

4. MOTION: ADJOURN INTO CLOSED SESSION

The Board adjourned into closed session to discuss:

- 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.

Motion by Board Member Barker

Seconded by Board Member West

To adjourn into a closed session

Approved unanimously (5-0)

Roll Call Vote

5. ADJOURNMENT OF MEETING: CHAIR ALLEN

Motion by Board Member West

Seconded by Board Member Seal

To adjourn the closed session and regular meeting

Approved unanimously (5-0)

Time: 7:36 p.m.

Date Approved

City Recorder

RDA Meeting Staff Report



Author: Tom Hanson
Subject: Approval For GWCU Payment
Date: November 5, 2023
Type of Item: Action Item

ADMINISTRATION

Summary: Goldenwest Credit Union and the Washington Terrace City RDA Board finalized the Participation Agreement for the South Pointe Community Reinvestment Project Area, focusing on GWCU Building 1. Executed around February 1, 2022, the agreement has been successfully fulfilled according to its stipulations. With all terms met, the Washington Terrace RDA Board is now positioned to disburse specific incentives totaling \$1.2 million for the project. This staff report aims to endorse the authorization of the payment.

Description:

- A. **Topic:** GWCU incentive payment
- B. **Background:** As mentioned earlier, the RDA Board and GWCU entered into a Participation Agreement to aid in carrying out the development of otherwise underutilized land and in return, maximize tax increment for the city and taxing entities throughout Weber County. Details of the agreement can be reviewed in the attached document.
- C. **Analysis:** Staff has reviewed the details of the agreement and the obligations that are associated with the project and find that Goldenwest Credit Union has complied with the terms of the Participation Agreement and therefore would recommend the payment of \$1.2 million to Goldenwest Credit Union.

Department Review: Alternatives:

- A. **Approve the Request:** Authorizes the payment as outlined in the Participation Agreement.
- B. **Deny the Request:** Unless there are specific reasons that GWCU is in breach of contract, denying the request is not an option.
- C. **Continue the Item:** Simply delays the payment as outlined in the Participation Agreement.

After carefully reviewing the Participation Agreement, Goldenwest is prepared to proceed with the Request for Payment. The following outlines Goldenwest's responsibilities in initiating the payment request:

- Section 2.3.1 Occupation of the Building
 - Goldenwest has obtained a Certificate of Occupancy for the Building. **(done)**
- Section 2.3.2 Request for Payment by Participant
 - I have attached to this email a PDF of our official Request for Payment, with the details that you mentioned in the phone call the other day. **(done)**
- Section 2.3.2 Operation of the Building (this has several subsections, as defined later in the Agreement)
 - 2.12 Operation of the Building:
 - (1) obtain necessary permits and certificates to construct and occupy the building; **(done)**
 - (2) occupancy for at least 40,000 sqft of the Building; **(done)**
 - (3) obtain business license; and **(done)**
 - (4) Certificate of Occupancy for at least 40% of the building within one year of the issuance of the certificate **(done, we are already at 75%, and will likely be at 100% within the year when we get the 3rd floor lease completed)**
 - 2.13 Commencement of Operations
 - Commence operations no later than January 1, 2024 **(done)**
 - 2.14 Continuing Operations
 - Continuing operations through the end of the term, or Goldenwest would be in default and must repay incentive **(done)**
 - 2.15 Cessation of Operations
 - Goldenwest may not cease operations, or Goldenwest would be in default and must repay incentive **(done)**

Our staff has thoroughly examined the terms outlined in the Participation Agreement, including the specific criteria for incentive payment. Consequently, we are pleased to recommend the payment of \$1,200,000 to Goldenwest Credit Union.

Tom Hanson



City manager



November 30, 2023

Joe Sigety
Goldenwest Credit Union
General Counsel
5151 South 400 East
Washington Terrace, UT 84405

Tom Hansen
Washington Terrace
City Manager
5249 S. Sought Point Drive
Washington Terrace, UT 84405

RE: Incentive Payment Request, from Participation Agreement

Tom,

Goldenwest Credit Union and the Washington Terrace City Redevelopment Agency entered into a Participation Agreement for the South Pointe Community Reinvestment Project Area (the "Agreement") on February 3, 2022. The Agreement includes an Incentive Payment in the amount of One Million, Two Hundred Thousand Dollars (\$1,200,000.00), payable by Washington Terrace to Goldenwest upon the completion of Goldenwest's Corporate Office Building (the "Building") within the Project Area.

Section 2 of the Agreement sets forth Goldenwest's obligations to obtain the Incentive Payment, which requires Goldenwest's continued occupation and operation of the Building. Goldenwest certifies that it has met its obligation for payment, and submits this official Request for Payment pursuant to Section 2.5 of the Agreement.

Goldenwest greatly appreciates the support from Washington Terrace City during the planning and construction of the Building, and looks forward to a successful working relationship with the City for years to come.

Regards,

A handwritten signature in blue ink that reads "Joe Sigety". The signature is fluid and cursive, with the first name "Joe" and last name "Sigety" clearly legible.

Joe Sigety

**PARTICIPATION AGREEMENT by and between the WASHINGTON TERRACE CITY
REDEVELOPMENT AGENCY and GOLDENWEST CREDIT UNION for the SOUTH
POINTE COMMUNITY REINVESTMENT PROJECT AREA
(GWCU Building #1)**

This Participation Agreement (the “**Agreement**”) is made and entered into as of this 5th day of August 2021 (the “**Effective Date**”), by and among the **WASHINGTON TERRACE CITY REDEVELOPMENT AGENCY** (the “**Agency**”), a political subdivision of the State of Utah operating under the Utah Community Reinvestment Agency Act (the “**Act**”; § 17C-1-101 *et seq.*, or its predecessor statutes), and **GOLDENWEST CREDIT UNION**, a Utah non-profit corporation (“**Participant**”). Participant and the Agency may from time to time hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

1. SUBJECT OF AGREEMENT

1.1. Purpose of the Agreement

The purpose of this Participation Agreement (the “**Agreement**”) is to carry out in part the Project Area Plan (the “**Plan**”) for the South Pointe Community Reinvestment Project Area (the “**Project Area**”) by providing for incentives to entice Participant to develop and occupy a new commercial office building in the Project Area (the “**Building**”), and to specify the terms and conditions pursuant to which the Agency and Participant will cooperate in bringing about such development, including funds the Agency will provide to assist in Participant’s development of the Building, which will benefit the entire Project Area.

1.2. Agreement in the Best Interests of the City and Residents

This Agreement is in the vital and best interests of Washington Terrace City, Utah (the “**City**”), and the health, safety and welfare of its residents, and in accord with public purposes. This Agreement is carried out pursuant to the Act.

1.3. The Project Area

The Project Area is located within the boundaries of the City. The exact boundaries of the Project Area are specifically and legally described in the Plan.

1.4. The Project Area Plan and Budget

This Agreement is subject to the provisions of the Plan, as adopted by resolution of the Agency and by ordinance of the City on March 2, 2021, by the Agency and the Washington Terrace City Council (the “**Council**”) in accordance with the Act. The Plan is incorporated herein by this reference. This Agreement is also subject to the provisions of the project area budget (the “**Budget**”), as adopted by the Agency on March 2, 2021.

1.5. Reserved

1.6. Description of the Site

The Building will be constructed on the “**Site**,” which is owned by Participant and consists of the entirety of the Project Area.

1.7. Description of the Investment

Pursuant to the terms of this Agreement, Participant shall develop and construct the Building, which shall be a new commercial office Building of at least 84,500 square feet, upon the Site. Participant estimates that the capital investment in the Building will be approximately \$22 million when completed (the “**Investment**”).

1.8. The Incentive

As used in this Agreement, the term “**Incentive**” means One Million, Two Hundred Thousand Dollars (\$1,200,000.00) to be paid to Participant upon compliance with the terms and conditions of this Agreement. The Incentive may be paid out of Agency Funds or any other source that may be deemed appropriate by the Agency in accordance with the Act.

1.9. Parties to the Agreement

1.9.1. The Agency

The address of the Agency for purposes of this Agreement is:

Washington Terrace City Redevelopment Agency
Attn: Executive Director
5249 South 400 East
Washington Terrace City, Utah 84405

With a copy to:

Adam S. Long
Smith Hartvigsen, PLLC
257 East 200 South, Suite 500
Salt Lake City, UT 84111

1.9.2. The Participant

Participant's address for purposes of this Agreement is:

Goldenwest Credit Union
Attn: Chief Executive Officer
5025 Adams Avenue
South Ogden, Utah 84403

With a copy to

Goldenwest Credit Union
Attn: Joseph Sigety, General Counsel
5025 Adams Avenue
South Ogden, Utah 84403

1.10. Prohibition against Certain Changes

1.10.1. Acknowledgement by Participant

Participant acknowledges the importance of the development of the Project Area to the general welfare of the community, the public assistance set forth in this Agreement that has been made available by law and by the Agency for the purpose of making the Investment and constructing and occupying the Building within the Project Area possible, that a significant change in the identity of Participant, as prohibited by this Section 1.10, may be considered, for practical purposes, a transfer or disposition of the Investment or the Building, the qualifications and identity of Participant are of particular concern to the Agency, and that it is because of such qualifications and identity that the Agency is entering into this Agreement with Participant.

1.10.2. Representation as to Investment Intent

Participant represents and agrees that its Investment in and use of the Site, and Participant's other undertakings reflected in this Agreement are and shall only be for the purpose of Participant's Investment in the Site and not for speculation in land holding or otherwise.

1.10.3. Assignment or Transfer of Agreement

Participant represents and agrees for itself and its successors and assigns that Participant will not assign or transfer or attempt to assign or transfer all or any part of this Agreement, or any rights herein or obligations hereunder, during the term of this Agreement except as explicitly allowed herein or as agreed to in a writing signed by the Parties. The Agency may withhold its consent to such an assignment or transfer if, in the sole discretion of the Agency, such transfer or assignment would result in the economic development goals of the Agency and the Project area not being met.

The attempted or actual assignment or delegation of this Agreement in violation of the above provisions is a material Default that shall be subject to the provisions of Article 5 of this Agreement.

1.10.4. Transfer to Tax-Exempt Organization

Notwithstanding anything in this Agreement to the contrary, any attempt by Participant or its successor(s) in interest to transfer any of the real or personal property within the Site to a tax-exempt organization or otherwise to exempt any of the taxable property within the Site from *ad valorem* property taxation without the prior written consent of the Agency will entitle the Agency, at its sole discretion, to immediately and without prior notice terminate this Agreement, cease further payments under this Agreement to Participant or its successors or assigns, and seek repayment, pursuant to Subsection 5.3.1., of all amounts paid to Participant under this Agreement.

1.10.5. Continuing Obligations

A permitted assignment or transfer of this Agreement, in whole or in part, shall not relieve Participant from any and all obligations under this Agreement unless specifically agreed to in writing by the Agency. Except as otherwise provided herein, all of the terms, covenants, and conditions of this Agreement are and will remain binding upon Participant and its successors and assigns until the expiration or termination of this Agreement.

2. OBLIGATIONS OF THE PARTIES

2.1. Payment of Incentive

2.1.1. Payment Obligation

So long as Participant fulfills all of its obligations under this Agreement, the Agency will pay to Participant the Incentive.

2.2. Sole Source of Funding for the Incentive

The entirety of Participant's Incentive contemplated in this Agreement will be funded solely by the Agency Funds held by the Agency as generated through the Agency's project area development efforts. Participant is not, and shall not be, entitled to any other funds collected by the Agency for the Project Area or any other funds held by the Agency or the City.

2.3. Conditions Precedent to the Payment of the Incentive to Participant

In addition to other provisions in this Agreement, the Agency has no obligation to remit to Participant the Incentive unless and until all the following conditions precedent, as detailed in the following subsections, are satisfied:

2.3.1. Occupation of the Building

The Agency is not obligated to pay to Participant the Incentive unless Participant has obtained a Certificate of Occupancy from the City for the Building authorizing the occupancy of the building on or before January 1, 2024.

2.3.2. Request for Payment by Participant

The Agency is not obligated to pay the Incentive to Participant unless Participant has made a Request for Payment in writing pursuant to Section 2.5.

2.3.3. Operation of the Building

The Agency is not obligated to pay the Incentive to Participant unless Participant has commenced and continues Operation of the Building as described in Sections 2.12, 2.13, 2.14, and 2.15 of this Agreement.

2.4. Effect of Failure to Meet Conditions Precedent to Payment of Incentive

In the event that the condition precedent as described in Section 2.3 are not met during the term of this Agreement, and Participant is thus not entitled to receive the Incentive, but is otherwise not in default under this Agreement, such failure shall not constitute a Default under this Agreement. Such failure shall result in the forfeiture by Participant of the Incentive, unless the Agency agrees to provide an exception or extension to the time for occupancy at the Agency's sole discretion.

2.5. Request for Incentive

Participant shall submit in writing a request for payment to the Agency by January 1, 2024. The Participant shall include in the request proof of issuance of the Certificate of Occupancy for the Building (the "**Request for Payment**").

2.6. Payment of Taxes

During the term of this Agreement, to the extent applicable, Participant and any of its successors-in-interest in any portion of the Site or Building agree to pay, prior to delinquency, all undisputed real property and other *ad valorem* taxes and assessments assessed against any portion of the Site or Building or any other taxable property, including personal property, located within the Site to the extent owned by Participant or any of its successors-in-interest; provided, however, that Participant expressly retains any and all rights to: (a) challenge, object to, or appeal any real property or personal property and other *ad valorem* taxes and assessments; and (b) petition for the reduction thereof.

2.7. Reduction or Elimination of Incentive

The Parties agree that Participant assumes and accepts the risk of possible alteration of Federal or State statute, regulation, or adjudication rendering unlawful or impractical the collection, receipt, disbursement, or application of the Incentive to the Agency as contemplated in and by this

Agreement. If the provisions of Utah law which govern the payment of the Incentive to the Agency are changed or amended so as to reduce or eliminate the amount paid to the Agency under the Interlocal Agreements, the Agency's obligation to pay Participant the Incentive, as applicable, will be proportionately reduced or eliminated, but only to the extent necessary to comply with the changes in such law. Further, Participant agrees and acknowledges that it has made such investigations as necessary and assumes all risk as to whether the Project Area, the Plan, and the Budget were properly approved, adopted and made effective. Notwithstanding any change in law, Participant specifically reserves and does not waive any right it may have to challenge, at Participant's cost and expense, the constitutionality of any law change(s) that would reduce or eliminate the payment of Incentive to the Participant and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of the Incentive to Participant. Participant acknowledges, understands, and agrees that the Agency is under no obligation to challenge the validity, enforceability, or constitutionality of a change in law that reduces or eliminates the payment of Incentive to Participant, or to otherwise indemnify or reimburse Participant for its actions to independently do so.

2.8. Declaration of Invalidity

In the event any legal action is filed in a court of competent jurisdiction that seeks to invalidate the Project Area or this Agreement or that otherwise seeks to or would have the possible result of reducing or eliminating the payment of the Incentive to Participant, the Agency shall provide written notice of such legal action to Participant. In the event such an action is filed, the Agency shall have no obligation to challenge that action or defend itself against such action. If requested by Participant, the Agency may, at its sole discretion, take such actions as may be reasonably required to defend such legal action and to address the grounds for any causes of action that could result in the reduction or elimination of the Incentive. Participant specifically reserves and does not waive any right it may have to intervene, at Participant's cost and expense, in any such legal action and challenge the basis for any causes of action or any remedy sought that would reduce or eliminate the payment of the Incentive to Participant, and nothing herein shall be construed as an estoppel, waiver or consent to reduce or eliminate payment of the Incentive to Participant. In the event that the court declares that the Agency cannot pay the Incentive, invalidates the Project Area or this Agreement, or takes any other action which eliminates or reduces the amount of Incentive, and the grounds for the legal determination cannot reasonably be addressed by the Agency, the Agency's obligation to pay to Participant the Incentive in accordance with this Agreement will be reduced or eliminated to the extent required by law.

2.9. Dispute over Receipt of Payment of the Incentive

If not due to the act, error or omission of the Agency, in the event a dispute arises as to the person or entity entitled to receive the Incentive under this Agreement due to a claimed assignment or claimed successor-in-interest to the Incentive or otherwise, the Agency may withhold payment of the Incentive and may refrain from taking any other action required of it by this Agreement until the dispute is resolved either by agreement or by a court of competent jurisdiction and sufficient evidence of such resolution is provided to the Agency. The Agency shall be entitled to deduct from its payment of the Incentive any costs or expenses, including reasonable attorney fees, incurred by the Agency due to the dispute, except in the instance that the dispute arises due to the

act, error or omission of the Agency, in which case the Agency shall be responsible for all costs and expenses including reasonable and actual attorney fees.

2.10. Nature of Participant's Obligations and Limitation

To qualify to receive the Incentive as set forth herein, Participant shall fulfill all of its obligations as set forth in this Agreement. The failure of Participant to fulfill its obligations may result in a failure to qualify to receive the Incentive, trigger repayment of all or a portion of the Incentive, or result in termination of this Agreement but shall not give rise to any other right or remedy in favor of the Agency.

2.11. Reserved

2.12. Operation of the Building

Participant shall utilize the Building in a commercially reasonable manner and in accordance with industry standards. For purposes of this Agreement, “**Operating**”, “**Operational**” or “**Operations**” of the Building shall mean when the following conditions are satisfied: (1) any required permits, licenses, or other approval have been obtained for Participant to construct and occupy the Building, (2) Participant shall have received an occupancy permit from the City for the building allowing occupancy of at least 40,000 square feet of interior space; (3) Participant shall have received a business license issued by the City (if required); and (4) beginning on the date that is one year after the date on which the certificate of occupancy is granted for the Building, Participant's employees shall occupy at least forty percent (40%) of the Building. For purposes of this Section, Participant shall be deemed to have continuously Operated the Building if the foregoing standards are substantially met or exceeded, notwithstanding temporary cessation of Operations for inspection, maintenance, repair, replacement, line down-time, and/or events of *force majeure* or destruction.

2.13. Commencement of Operations

Operations of the Building as described in Section 2.12 shall begin no later than January 1, 2024. For purposes of this Section, the Building shall be deemed Operational if the conditions and standards in Section 2.12 are met. If Participant fails to commence Operations of the Building as required by this Section for any reason other than events of *force majeure*, the Agency shall have the right to terminate this Agreement upon written notice to Participant, subject, however, to any notice and cure periods set forth in Article 5.

2.14. Continuing Operations

Operations of the Building as described in Section 2.12 shall be commenced as described in Section 2.13 and shall continue throughout the Term of this Agreement as set forth in Article 4. For purposes of this Section, the Building shall be considered to be in Operation if the Building is Operating as described in Section 2.12 of this Agreement.

2.15. Cessation of Operations

If Participant sells or otherwise ceases to Operate the Building for any reason other than events of *force majeure* or destruction (“**Cessation**”), such Cessation shall be a default subject to the provisions of Article 5.

2.16. Funding Responsibility

The Parties understand and agree that funding for the Investment comes entirely from Participant’s internal capital or from financing obtained by Participant. The Agency shall not be liable or responsible for providing, obtaining, or guaranteeing such financing.

3. ADDITIONAL TERMS

3.1. Investment

Participant will at all times be responsible for its Investment in Site and the Building. Recognizing the level of Investment by Participant, the Agency has determined that it is in the best interests of the residents of the City to provide the Incentive to Participant as an incentive to develop the Building on the Site and undertake the continued Operation requirements as contemplated in this Agreement.

3.2. Responsibility for Development Plans and Permits

The Agency shall not have any responsibility to obtain permits, licenses, or other approvals for the Building or the Site.

3.3. Other Terms

3.3.1. City Land Use Authority

Participant acknowledges that nothing in this Agreement shall be deemed to supersede, waive, or replace the City’s authority over land use, zoning, and permitting within the City.

3.3.2. Restriction Against Parcel Splitting

If applicable, during the term of this Agreement, Participant shall not, without the prior written approval of the Agency, (a) convey its interest in the Site or any portion thereof, if any, in such a way that a parcel of real property would extend outside the Project Area, or (b) construct or install any building or structure within the Project Area in such a way that any portion of the Building or structure would extend outside of the Project Area. Participant understands and acknowledges that these requirements are intended to avoid the splitting of any parcels of real property within the Project Area and to avoid the joining of any parcels of real property inside of the Project Area with parcel(s) outside of the Project Area in such a way that Weber County could no longer identify the periphery of the Project Area by distinct parcels.

3.3.3. Deannexation

Participant agrees that it will not cooperate with any person, group, or municipality in any effort to remove, deannex, disconnect, or disincorporate the Site or any portion thereof from the City during the Term of this Agreement. In the event that the Site or a portion thereof is disconnected, deannexed, disincorporated, or otherwise removed from the municipal boundaries of the City, the Agency's obligations to pay the Incentive for that portion of the Site outside of the City shall immediately cease.

3.3.4. Indemnification

Participant agrees to and shall indemnify, defend, and hold the Agency and its directors, officers, agents, employees, and representatives harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorney fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any third party person or to the property of any third party person, directly or indirectly caused by any acts done or any errors or omissions of Participant or its directors, officers, agents, employees, consultants, and contractors on the Building or the Site except for willful misconduct or negligent acts or omissions of the Agency, the City, or their respective directors, officers, agents, employees, contractors, and consultants. Likewise, the Agency agrees to and shall indemnify, defend, and hold Participant and its directors, officers, agents, employees, and representatives harmless from and against all liability, loss, damage, costs, or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person, or any accident, injury, loss, or damage whatsoever caused to any third party person or to the property of any third party person, directly or indirectly caused by any acts done or any errors or omissions of the Agency, the City, or their respective directors, officers, agents, employees, contractors and consultants except for willful misconduct or negligent acts or omissions of Participant or its directors, officers, agents, employees, consultants, and contractors.

3.3.5. Limits on Liability

In no event shall one Party be liable to the other(s) for consequential, special, incidental, indirect, exemplary, or punitive damages of any kind (including, but not limited to, loss of profits, loss of reputation, or loss of current or prospective business advantage, even where such losses are characterized as direct damages) arising out of or in any way related to the relationship or dealings between Participant and the Agency, regardless of whether the claim under which damages are sought is based upon contract, tort, negligence (of any kind), willful misconduct, strict liability or otherwise, and regardless of whether the parties have been advised of the possibility of such damages at the time of contracting or otherwise.

3.3.6. Local, State, and Federal Laws

Participant shall make the Investment and utilize the Building in conformity with all applicable laws; provided, however, that unless otherwise addressed elsewhere in this Agreement, nothing herein shall limit the right of Participant to properly challenge any such law or the applicability of such law.

3.3.7. Rights of Access

Representatives of the Agency shall have the right of reasonable access to the Building for purposes of inspection, with reasonable and prior written notice (but in no event less than 48 hours prior), and without charges or fees, during normal business hours or as otherwise agreed to in writing by Participant, subject, however, to the rules, regulations, security protocols and other access limitations for safety and security purposes as required by Participant.

3.3.8. Responsibility of the Agency

The Agency shall not have any obligation under this Agreement other than those specifically provided for herein. Except as expressly provided for in this Agreement, nothing herein shall be construed as requiring the Agency to pre-approve or prejudge any matter, or as otherwise binding the Agency's discretion or judgment on any issue prior to an appropriate hearing (if required), review, or compliance with any other requirement.

3.3.9. Non-waiver of Governmental Immunity

Nothing in this Agreement shall be construed as a waiver of any immunity, protection, or rights granted to the Agency under the Governmental Immunity Act of Utah, Utah Code 63G-7-101, *et seq.*

3.3.10. Agency and City Publicity

Throughout the term of this Agreement and notwithstanding any agreements to the contrary, the Agency shall have the right to freely use the following facts and information in Agency and City marketing, promotional, and publicity materials (together, "**Promotional Materials**"): (i) the presence of Participant's operations in the City, (ii) the approximate square footage of the Building, (iii) Participant's approximate total Investment within the City, (iv) timing of Participant's initial and any subsequent investments within the City, (v) the details of the Incentive and the expected benefits to the City, (vi) the location of the Building, and (vii) publicly-available information about Participant and its operations and history.

4. EFFECT AND DURATION OF COVENANTS; TERM OF AGREEMENT

The covenants, including but not limited to conformance with federal, local, and state laws, established in this Agreement shall, without regard to technical classification and designation, be binding on the Parties and any successors-in-interest for the benefit of each of the respective Parties, their successors and assigns during the term of this Agreement, which shall terminate on the date that is fifteen years from the date that the Incentive is paid to Participant, unless earlier terminated by written agreement of the Parties or pursuant to the terms of Article 5 (the "**Term**").

5. DEFAULTS, REMEDIES, AND TERMINATION

5.1. Default

If either the Agency or Participant fails to perform or delays performance of any material obligation of this Agreement and fails to cure as provided for in this Article 5, such conduct constitutes a default of this Agreement ("**Default**"). The Party in default must immediately commence to cure, correct, or remedy such failure or delay and shall complete such cure, correction, or remedy within the periods provided in Section 5.3 hereof.

5.2. Notice

If a Default under this Agreement occurs, the non-defaulting Party shall give written notice (a "**Default Notice**") of the Default to the defaulting Party, specifying the nature of the Default. Failure or delay in giving such notice shall not constitute a waiver of any Default, nor shall it change the time of Default, nor shall it operate as a waiver of any rights or remedies of the non-defaulting Party; but the non-defaulting Party shall have no right to exercise any remedy hereunder without delivering the Default Notice as provided herein. Delays by either Party in asserting any of its rights and remedies shall not deprive the other Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies.

5.3. Cure Period

The non-defaulting Party shall have no right to exercise a right or remedy hereunder unless the subject Default continues uncured for a period of thirty (30) days after delivery of the Default Notice with respect thereto, or, where the default is of a nature which cannot be cured within such thirty (30) day period, the defaulting Party fails to commence such cure within thirty (30) days and to diligently proceed to complete the same. A Default which can be cured by the payment of money is understood and agreed to be among the types of defaults which can be cured within thirty (30) days. If the Default is not cured, or commenced to be cured if such default is of a nature which cannot be cured within thirty (30) days, by such Party within thirty (30) days of delivery of the Default Notice, such failure to cure shall be an Event of Default ("**Event of Default**"), and the non-defaulting Party may pursue such other rights and remedies as it may have, except, however, if Participant fails to commence or continue Operations as required by Sections 2.13 and 2.14, above, then in such case Agency's sole remedy shall be to terminate this Agreement and seek repayment of the Incentive as described in Subsection 5.3.1 (for clarity, Agency may not commence an action against Participant for specific performance to commence or continue Operations). Further, in the event of a Default by Participant, past all applicable cure periods, Agency's sole remedy shall be to terminate this Agreement upon payment of any amounts that may be due from Participant to the Agency under this Agreement.

5.3.1. Rights and Remedies

Upon the occurrence of an Event of Default, the non-defaulting Party shall have all remedies provided for in this Agreement and shall have the right to obtain specific performance, unless otherwise limited by the express remedies set forth in this Agreement. Such remedies are

cumulative, and the exercise of one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other rights or remedies for the same Default or any other Default by the defaulting Party.

Upon the occurrence of an Event of Default by Participant, Participant shall repay to the Agency a portion of the Incentive proportionate to the number of whole months that the Building was Operating compared to the total obligation of Operate the Building of 180 months.

Notwithstanding to foregoing, the Agency shall not have to right to compel, through a remedy of specific performance or otherwise, the Participant to make any investment within the Project Area or to Operate the Building as contemplated by this Agreement.

5.3.2. Legal Actions

5.3.2.1. Venue

All legal actions between the Parties, arising under this Agreement, shall be conducted exclusively in the Second District Court for the State of Utah located in Weber County, Utah, unless they involve a case with federal jurisdiction, in which case they shall be conducted exclusively in the Federal District Court for the District of Utah.

5.3.2.2. Service of Process

Service of process on the Agency shall be made by personal service upon the Chairman or Executive Director of the Agency or in such other manner as may be provided by law. Service of process on Participant shall be by personal service upon its Registered Agents, or in such other manner as may be provided by law, whether made within or without the State of Utah.

5.3.2.3. Applicable Law

The laws of the State of Utah shall govern the interpretation and enforcement of this Agreement.

6. GENERAL PROVISIONS

6.1. Authority

Each Party hereby represents and warrants to the other that the following statements are true, complete, and not misleading as regards to the representing and warranting party: (a) such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder; (b) those executing this Agreement on behalf of each Party do so with the full authority of the Party each represents; (c) this Agreement constitutes a legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.

6.2. Notices, Demands, and Communications between the Parties

Formal notices, demands, and communications between the Agency and Participant shall be sufficiently given if emailed and: (1) personally delivered; or (2) if dispatched by registered or

certified mail, postage prepaid, return-receipt requested, to the principal offices of the Agency and Participant, as designated in Sections 1.9.1 and 1.9.2 hereof. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either Party may from time to time designate by formal notice hereunder. Delivery of notice shall be complete upon mailing or making physical delivery of the writing containing the notice.

6.3. Severability

In the event that any condition, covenant or other provision herein contained is held to be invalid or void by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained unless such severance shall have a material effect on the terms of this Agreement. If such condition, covenant, or other provision shall be deemed invalid due to its scope, all other provisions shall be deemed valid to the extent of the scope or breadth permitted by law.

6.4. Nonliability of Officials and Employees

No director, officer, agent, employee, representative, contractor, attorney, or consultant of the Parties hereto shall be personally liable to any other Party hereto, or any successor-in-interest thereof, in the event of any Default or breach by a Party hereto or for any amount which may become due to a Party hereto or to its successor, or on any obligations under the terms of this Agreement.

6.5. Enforced Delay; Extension of Time and Performance

In addition to the specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, terrorist activity, epidemics, quarantine restrictions, freight embargoes, lack of transportation, unusually severe weather, or any other causes beyond the reasonable control or without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent, whether on the part of the Agency's Executive Director or its governing board or on the part of Participant, to the other Party within thirty (30) days of actual knowledge of the commencement of the cause. Time of performance under this Agreement may also be extended in writing by the Agency and Participant by mutual agreement.

6.6. Approvals

Whenever the consent or approval is required of any Party hereunder, except as otherwise herein specifically provided, such consent or approval shall not be unreasonably withheld or delayed.

6.7. Time of the Essence

Time shall be of the essence in the performance of this Agreement.

6.8. Attorney Fees

In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing party all reasonable costs and attorney fees related to such litigation.

6.9. Interpretation

The Parties hereto agree that they intend by this Agreement to create only the contractual relationship established herein, and that no provision hereof, or act of either Party hereunder, shall be construed as creating the relationship of principal and agent, or a partnership, or a joint venture, or an enterprise between the Parties hereto.

6.10. No Third-Party Beneficiaries

It is understood and agreed that this Agreement shall not create for either Party any independent duties, liabilities, agreements, or rights to or with any third party, nor does this Agreement contemplate or intend that any benefits hereunder accrue to any third party.

6.11. Mediation

In the event a dispute arises between the parties with respect to the terms of this Agreement or the performance of any contractual obligation by one or both of the parties, the parties agree to submit the matter to formal and confidential non-binding mediation before any judicial action may be initiated, unless an immediate court order is needed or a statute of limitations period will run before mediation can be reasonably completed. A mediator will be selected by mutual agreement of the parties. The parties must mediate in good faith to resolve the dispute in a timely manner. Each party will be responsible for its own costs and one-half of the cost of the mediator. The place of mediation shall be Herriman City, Utah.

6.12. Headings

Article and Section titles, headings or captions are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

6.13. Contra Proferentum

This is an arm's-length Agreement: The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and the risks involved and having had the opportunity to obtain legal counsel of their choice. Consequently, no provision of this Agreement shall be strictly construed against either Party.

6.14. Further Assurances

The Parties shall cooperate, take such additional actions, sign such additional documentation, and provide such additional information as reasonably necessary to accomplish the objectives set forth in this Agreement.

6.15. Incorporation of Recitals and Exhibits

All recitals and exhibits attached hereto are incorporated into this Agreement as if fully set forth herein.

6.16 Governmental Records and Management Act

The Agency acknowledges that Participant considers all of the information provided to the Agency in connection with this Agreement is protected under the Utah Governmental Records Access and Management Act, § 63-2-101 *et seq.* (“GRAMA”) under a claim of “business confidentiality” so long as Participant complies with the applicable requirements in making a claim of business confidentiality under § 63G-2-309(1)(a)(i)(A) & (B).

7. DUPLICATION, INTEGRATION, WAIVERS, AND AMENDMENTS

7.1. Duplicate Originals

This Agreement may be executed in duplicate originals, each of which shall be deemed an original. Electronic pdf signatures shall be considered original signatures and scans of original documents shall be treated as original documents.

7.2. Integration

This Agreement (including its exhibits) constitutes the entire understanding and agreement of the Parties regarding the subject matter thereof. When executed by the Parties, this Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to the subject matter thereof.

7.3. Waivers and Amendments

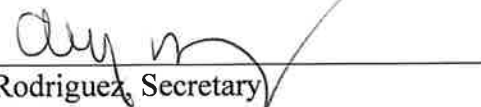
All waivers of the provisions of this Agreement must be in writing. This Agreement and any provisions hereof may be amended only by mutual written agreement between Participant and the Agency.

[Remainder of page intentionally left blank; signature pages to follow]

WASHINGTON TERRACE CITY
REDEVELOPMENT AGENCY

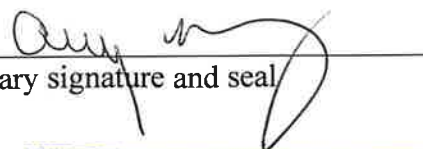
By: 
Mark C. Allen, Chair

Attest:

By: 
Amy Rodriguez, Secretary

STATE OF UTAH)
 §
COUNTY OF WEBER)

In the County of Weber, State of Utah, on this 15th day of February, 2022, before me, the undersigned notary, personally appeared Mark C. Allen, the Chairperson of the governing board of the Washington Terrace City Redevelopment Agency, who is personally known to me or who proved to me his identity through documentary evidence to be the person who signed the preceding document in my presence and who swore or affirmed to me that his signature is voluntary and on behalf of the Washington Terrace City Redevelopment Agency by authority of its governing board.


Notary signature and seal



PARTICIPANT

By: Kerry H. Wahlen
Name: KERRY H. WAHLEN
Title: CEO

STATE OF UTAH)
COUNTY OF WEBER)

On FEB, 03, 2022 before me, ALEX REMY
personally appeared KERRY WAHLEN, who proved
to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within
instrument and acknowledged to me that he/she executed the same in his/her authorized capacity,
and that by his/her signature on the instrument the person, or the entity upon behalf of which the
person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary signature and seal

