



Regular City Council Meeting

Tuesday, June 3, 2025

5249 South 400 East

Washington Terrace, UT 84405

801.393.8681

www.washingtonterrace.gov

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1. **WORK SESSION**

5:00 P.M.

Topics to include; but are not limited to:

- **CHANGES TO THE FISCAL YEAR 2025-26 TENTATIVE BUDGET IN PREPARATION FOR FINAL BUDGET ADOPTION**

Presentation on changes to the Fiscal Year 2025-26 Tentative Budget that was tentatively approved on May 6, 2025. The final budget adoption will be held on June 17, 2025.

- **TERRACE DAYS LOGISTICS AND PREPARATION**

2. **ROLL CALL**

6:00 P.M.

3. **PLEDGE OF ALLEGIANCE**

4. **WELCOME**

5. **CONSENT ITEMS**

5.1 APPROVAL OF AGENDA AND MAY 20, 2025, COUNCIL MEETING

Any point of order or issue regarding items on the agenda or the order of the agenda needs to be addressed here prior to the approval of the agenda. Minutes approved in open meeting become the official record

6. **CITIZEN COMMENTS**

This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes. "Washington Terrace City is committed to civility. We strive to act and speak with dignity, courtesy, and respect at all times. All are asked to join us, and act and speak accordingly."

In compliance with the Americans with Disabilities Act, persons who have need of special accommodation should contact the City Recorder at 801-395-8283.

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted in three public places within the City of Washington Terrace City limits and sent to the *Standard Examiner* at least 24 hours prior to the meeting. Amy Rodriguez, City Recorder.

7. NEW BUSINESS

7.1 DISCUSSION: FIREWORKS RESTRICTIONS WITHIN CITY LIMITS

The City Fire Chief will discuss and outline the areas within the city that are restricted from using fireworks.

7.2 MOTION/RESOLUTION 25-09: INTERLOCAL AGREEMENT BETWEEN WASHINGTON TERRACE CITY AND VARIOUS ENTITIES ENTERED INTO WITH WEBER COUNTY FOR PROVISION OF FORENSIC TECHNICAL SERVICES

A multi-entity agreement with Weber County for Forensic Technical Services.

7.3 MOTION/RESOLUTION 25-10: RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH SOUTH OGDEN CITY FOR SENIOR SERVICES

An Interlocal Agreement regarding the reimbursement of funds by South Ogden City to be paid to Washington Terrace City for Weber Human Services for Senior Services.

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

June 13TH-14TH -TERRACE DAYS!!!!

June 16th: City Offices closed for National Freedom Day Observance (Juneteenth)

June 17th: City Council Meeting (6:00 p.m.)

June 26th: Planning Commission Meeting (6:00p.m.)

July 1st: City Council Meeting (6:00 p.m.)

July 4th: City Offices Closed for Independence Day

11. ADJOURN THE MEETING

12. REDEVELOPMENT AGENCY MEETING

The City Council will adjourn into an RDA meeting immediately following the regular meeting.

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City of Washington Terrace

Minutes of a Regular City Council meeting

Held on May 20, 2025

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

MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT

Mayor Mark C. Allen
Council Member Jill Christiansen- Excused
Council Member Zunayid Z. Zishan
Council Member Cheryl Parkinson
Council Member Jeff West
Council Member Michael Thomas
Finance Director Shari' Garrett
City Treasurer Heidi Gerritsen
City Recorder Amy Rodriguez
City Manager Tom Hanson

OTHERS PRESENT:

None

1. WORK SESSION 5:00 P.M.

1.1 PRESENTATION/DISCUSSION: FY 2025-26 TENTATIVE BUDGET AND FY 2027-30 BUDGET PLAN

Garrett stated that feedback would be appreciated on budget items that need to be brought back to Council for clarifications before the final budget is adopted.

MyWater Customer Portal

Garrett and Gerritsen stated that the AMI customer portal, MyWater, is now ready to be marketed and opened to our customer group. She distributed the marketing material to Mayor and Council and asked them to be the "test customers" to see how easy or difficult the instructions and applications are going to be. The testing will run for a week. Garrett stated that we are the first city to use this service with Weber Basin Water and staff has worked with them for several months on the marketing and test grouping. She stated that the MyWater program is just for city culinary water at this time. The customer portal will bring customers to our City Website. Hanson thanked Gerritsen for her efforts in putting this together, noting that she has done a great job.

46 Utility Services

47 Garrett stated that the city has posted a podcast to explain the policy priorities of Utilities. The podcasts
48 will be on the City Website and social media platforms. The Council listened to the podcast and stopped
49 for questions and key points that Garrett wanted to reiterate.

50
51 Garrett stated that Republic Services is increasing by 5%, as well as the Transfer Station.

52 Garrett stated that personnel and overhead staff operations will increase by 4%, which is very moderate
53 considering that the last few years personnel increases were in double digits. She stated that the personnel
54 aspect is very manageable. Garrett stated that there are no changes to Wasatch Integrated services.

55
56 Garrett noted that there is a 13% increase to Culinary Services, stating that there is a legal mandate to fund
57 the infrastructure for Weber Basin Water. She stated that she has built in double digit increases for the next
58 five years as recommended by Weber Basin Water District.

59 Garrett stated that there is a 3% annual increase for capital projects which will invest in city infrastructure
60 to ensure quality and reliability. She stated that the 3 percent is to hedge against inflation. Garrett noted
61 that there is a 5%, or 123K, increase to operations cost, stating that the Weber Basin Water increase is the
62 major cost driver. She stated that operations costs are down, which is great moving forward. Garrett stated
63 that water component has the most stressors for increases. Garrett stated that we have a lease agreement
64 with the Weber Basin Water District in which we receive a payment of \$30,000 a year. She stated that the
65 figures will be located in revenues.

66
67 Garrett stated that staff suggests investing in a one-year trial in the Yappify platform that will help with
68 digital messaging, specifically for water disruptions. She stated that the cost is \$7000 for the first trial year.
69 She stated that the city is trying to get away from door hangers to notify residents of shut offs and other
70 disruptions. She stated that instant messages will work more efficiently for notifications of service
71 disruptions.

72 The Council indicated that they are interested in the digital messaging services and suggested go.gov as
73 another option for the service. Garrett stated that the procurement process has not been completed, but it
74 will be placed in the budget as a place marker.

75
76 Garrett stated that we are seeing the last balloon payment on the debt service requirement concerning
77 Sewer Services. She stated that operation increase is moderate at 2 percent. She stated that Central Weber
78 Sewer investments is the largest cost driver. She stated that we are not just investing in the boundaries
79 within our city. She stated that the investment includes the infrastructure from the plants through the pipes
80 through the process to get the water to our residents.

81
82 The podcast is available in its entirety on the city website and will be added to the city YouTube account
83 for public listening.

84
85 Garrett stated that there will be a 4 percent increase to the utility fee schedule overall, which will be a
86 \$3.40 increase to a single-family bill. Garrett stated that this is a moderate increase in comparison to the
87 last several years. Garrett stated that a notice of utility rate increase will be sent out in an upcoming utility
88 bill to explain the bill increases to residents.

91
92
93 **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT**

94 Mayor Mark C. Allen
95 Council Member Jill Christiansen- Excused
96 Council Member Zunayid Z. Zishan
97 Council Member Cheryl Parkinson
98 Council Member Jeff West
99 Council Member Michael Thomas
100 Finance Director Shari' Garrett
101 City Recorder Amy Rodriguez
102 City Manager Tom Hanson
103 Lt. Endsley, Weber County Sheriff
104

105 **OTHERS PRESENT:**

106 None
107

108 **2. ROLL CALL**

6:00 P.M.

110 **3. PLEDGE OF ALLEGIANCE**
111

112 **4. WELCOME**
113

114 **5. CONSENT ITEMS**

115 **5.1 APPROVAL OF AGENDA AND MAY 6, 2025, COUNCIL MEETING**

116 Item 5.1 approved by general consent.
117

118 **6. SPECIAL ORDER**

119 **6.1 PUBLIC HEARING: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)**
120 **SECOND PUBLIC HEARING TO HEAR CITIZEN INPUT CONCERNING THE**
121 **PROJECT THAT WAS AWARDED UNDER THE 2025 COMMUNITY**
122 **DEVELOPMENT BLOCK GRANT PROGRAM**
123

124 **COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC HEARING**
125

126 Mayor Allen asked Rodriguez to introduce the item and explain what each project that the city has been
127 funded for entails. Rodriguez stated that the final applications for the projects are due next week.
128

129 Rodriguez stated that the Victory Park Playground Improvement Project consists of taking out the old
130 playground equipment which was purchased in 2005 and replacing it with updated playground equipment.
131 The old equipment is weather damaged, and missing parts. Rodriguez stated that the unsafe equipment has
132 already been taken out of the park by the Recreation Director. Rodriguez stated that the new equipment
133 will consist of various slides, climbing structure, chin and leg lift bar, swings with ADA seats, a scavenger
134 hunt panel and new ground coverings.
135
136

Rodriguez explained that the Street Accessibility and Safety Project consists of creating a safe entrance to the north end of Rohmer park. She stated that currently, the residents who walk to the park have to walk in the street, or on unsafe curbing. The project will add a sidewalk with ADA ramps, a crosswalk, traffic signs, removal and re-installation of a fence to make room for the sidewalk. She stated that the project will also add a retainage wall and landscaping to the entrance.

Mayor Allen opened the second public hearing for the CDBG program at 6:10 p.m.

Mayor Allen stated that this hearing was called to allow all citizens to provide input concerning the projects that were awarded under the 2025 Grant Year Community Development Block Grant Program.

The City has amended its capital investment plan and decided to apply for funds on behalf of the Street Accessibility and Safety Project- Northend Project located at 600 West 5100 South, and the Victory Park Playground Improvement Project located at 300 East 4400 South.

The Mayor introduced Amy Rodriguez as Grant Manager and stated that Jake Meibos was the Project Manager for the Street Accessibility and Sidewalk Project, and Carlos Grava was the Project Manager for the Victory Park Playground Improvements Project.

The Mayor explained that the applications were successful in the regional rating and ranking process and The Street Accessibility and Safety Project- Northend was awarded \$116,807 of the total project cost of \$189,930.

The Mayor stated that the Victory Park Playground Improvements Project was awarded \$123,542 of the total project cost of \$200,880.

The Mayor stated that the projects have been explained by Rodriguez and appreciates the information being passed along to those present.

The Mayor then asked for any comments, questions and concerns from the audience.

The Mayor stated that copies of the capital investment plan are available if anyone would like a copy. Mayor Allen stated that the copies are online and are available by hard copy if anyone would like to view them.

There were no questions from the public.

Council Member Parkinson stated that she looks forward to the improvements at the north end of the park, noting that it is very important as the area needs an upgrade and appreciates the work that is going forward.

There were no more comments and the hearing was adjourned at 6:13 p.m.

6.2 PUBLIC HEARING: FISCAL YEAR 2025-26 TENTATIVE BUDGET AND FISCAL YEARS 2027-30 BUDGET PLAN

Garrett stated that the tentative budget is online for review for the public. Garrett stated that the certified tax CC Minutes 05-20-25

rate and consolidated fee schedule will be brought before Council for adoption at the second meeting in June. Mayor Allen stated that we now have podcasts on our website on the topic for easy listening. Hanson stated that the podcasts will be located in the budget and finance section on the website.

Mayor Allen opened the public hearing at 6:14 p.m.

There were no citizen comments.

Mayor Allen closed the public hearing at 6:15 p.m.

6.3 PUBLIC HEARING: ENTERPRISE UTILITY FUND TRANSFER

Garrett stated that the public hearing is a state requirement to declare and state how much we are utilizing in water, sewer, and refuse services while providing city services. She stated that we utilize those utilities, however, we do not charge ourselves for those services.

She stated that we need to estimate the value of the utilities that we utilize. She noted that the values are in the staff report, itemized by utility. She stated that the primary uses are for Culinary Water, Sanitary Sewer, Storm Drain, and refuse services for publicly owned public facilities. She stated that other services include irrigation purposes for the city where there is not secondary water connection available.

Garrett stated that the services need to be paid, as the city is a consumer of the services. She stated that if there is not a waiving of the fee, the city would be imposing the fees through taxation. By waiving the fees, the utility fund is absorbing the costs. Council Member Parkinson stated that it is important that people understand why we transfer the funds.

Mayor Allen opened the public hearing at 6:18 p.m.

There were no citizen comments.

Mayor Allen closed the public hearing at 6:19 p.m.

6.4 PUBLIC HEARING: FISCAL YEAR 2024-25 BUDGET AMDNEDMENT

Garrett stated that the amendments are mostly housekeeping items described in the staff report (fleet sales adjustments, investment earnings adjustments). Council Member Parkinson stated that there are many things that must be adjusted and asked if we have stayed within the budget. Garrett stated that the bottom line is that we will not know if we stayed within the budget until the close of the year (June 2025). She stated that the adjustments are estimates. Garrett stated that we anticipate that we will stay within budget. Garrett stated that we use revenue and expenditure estimates to anticipate our projections. Garrett stated that projections can get complicated, noting that there are some components that are one time in nature, and other components that are yearly that we can rely on year after year. She stated that we adjust projections at the end of the year based on historical data. Council Member Parkinson stated that she noted that the attorney fees increased due to case load. She stated that those types of items can fluctuate and may be hard to estimate. Garrett stated that she leaves it to the Department Heads to know and anticipate their projections. She stated that there are always anomalies. Garrett stated that we do our best to reasonably anticipate anomalies that might come up.

Mayor Allen opened the public hearing at 6:25 p.m.

There were no citizen comments.

Mayor Allen closed the public hearing at 6:26 p.m.

229 **7. CITIZEN COMMENTS**

230 There were no citizen comments.

231
232 **8. NEW BUSINESS**

233
234 **8.1 MOTION/RESOLUTION 25-06: FISCAL YEAR 2024-2025 BUDGET AMENDMENT**

235 **Motion by Council Member West**

236 **Seconded by Council Member Parkinson**

237 **To approve Resolution 25-06**

238 **Amending Fiscal Year 24-25 Budget**

239 **Approved unanimously (4-0)**

240 **Roll Call Vote**

241
242 **8.2 MOTION/RESOLUTION 25-07: AN INTERLOCAL AGREEMENT WITH WEBER**
243 **HUMAN SERVICES FOR SENIOR SERVICES**

244 Hanson stated that the interlocal agreement is for three years for the city to provide the facility for the
245 senior activities at the Senior Center. Hanson stated that the City is responsible for the building and
246 equipment maintenance. Hanson stated that there is a contribution amount for the support of personnel. He
247 stated that it is around \$6,000 a year. He stated that the cost will have a 3 percent yearly increase for
248 personnel, as well as a 3 percent CPI increase for equipment. Hanson stated that South Ogden City stated
249 that they will contribute to the yearly contribution amount and that agreement will be brought back to
250 Council at a later meeting.

251 Mayor Allen stated that this has been a long time coming. Council Member West asked if there are any
252 cutbacks to the programs. Hanson stated that there is a reduced scheduled, however, he does not believe
253 that there are any cutbacks to the programs. Hanson stated that the director at the senior center has been
254 working on entertainment, crafts, and more varieties of programs available to the seniors.

255 Hanson stated that he appreciates South Ogden stepping up to help make this work, noting that they closed
256 their Senior Center and are helping so that Washington Terrace City is not taking on the full burden of the
257 center. He stated that the City is taking care of the facility side of the agreement, and South Ogden is
258 taking care of the monetary side of the agreement.

259 Mayor Allen agreed that we need to thank South Ogden for joining our center so that we can keep our
260 senior services for at least another three years. He stated that he believes the joint effort may have helped
261 with the decision from Weber Human Services to keep the program within the city. Hanson stated that he
262 appreciates the efforts of Weber Human Services to make this arrangement work.

263 Council Member Parkinson stated that she appreciates the work that the Mayor and Hanson have done for
264 this agreement to come about. She stated that she wants to acknowledge Weber Human Services as well as
265 the County Commissioners for the work that they have put forth, noting that this agreement has come
266 about through a lot of work. She stated that she also wants to acknowledge South Ogden for stepping up as
267 the Commissioners were looking for other cities to participate in our program.

268 **Motion by Council Member Zishan**

269 **Seconded by Council Member Thomas**

270 **To approve Resolution 25-07**

271 **Approving the Interlocal Agreement with Weber Human**
272 **Services for Senior Services**

273 **Approved unanimously (4-0)**

274 **Roll Call Vote**

275
276
277
278 **9. COUNCIL COMMUNICATION WITH STAFF**

279
280 Council Member Thomas stated that he has been hearing a lot of compliments for Carlos Grava for the
281 Recreation programs. He stated that residents have told him that they can't wait to see what he does for
282 Terrace Days.

283
284 Council Member West commended staff on their accomplishments with the parks. He stated that he drove
285 through Rohmer Park and there were many people enjoying the facility, noting that they were on the fields,
286 on the playground equipment, and utilizing the pickleball court. He stated that he was happy to see
287 families taking advantage of what we worked so hard to provide for the city. He also gave a "shout out" to
288 Carlos.

289
290 Council Member Parkinson stated that we are fortunate to have people who care and work for the city and
291 its residents.

292
293 Council Member Zishan asked about the instructions for the MyWater program. Garrett stated that the
294 Council will serve as a test group for the system. She stated that an email was sent to Council today with
295 instructions so that we can address what needs to be clarified and addressed before the program goes live.
296 Staff would like feedback to determine if it is confusing, what works and what doesn't. Garrett stated that
297 once the feedback is collected the next step is the review process

298
299 Mayor Allen stated that he attended the Regional CDBG meeting today noting that he was told that the
300 funds allocated to the 2025 program are still there. He stated that the Program may be taken away at some
301 point, but it appears that there is still funding for this year at this time.

302
303 **10. ADMINISTRATION REPORTS**

304 There were no administration reports.

305
306 **11. UPCOMING EVENTS**

307 May 26th : City Offices closed in observance of Memorial Day

308 May 29th: Planning Commission Meeting 6:00 p.m. (Tentative)

309 June 3rd: City Council Work Session (5:00 p.m.) and Council Meeting (6:00 p.m.)
310

311 **12. ADJOURN THE MEETING**

312
313 **Motion by Council Member Thomas**
314 **Seconded by Council Member Parkinson**
315 **To adjourn the meeting**
316 **Approved unanimously**
317 **Time: 6:49 p.m.**
318

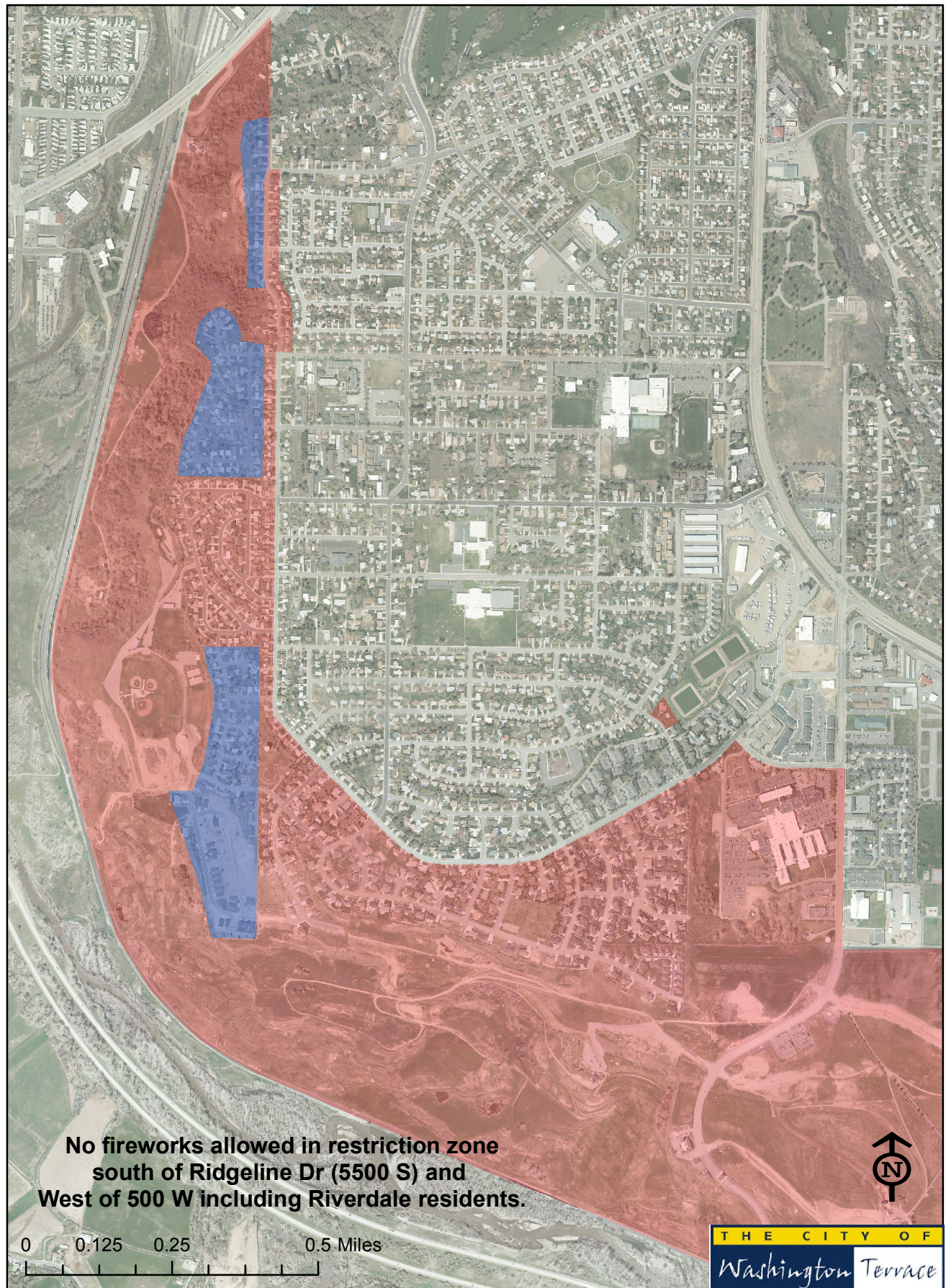
319
320 _____
Date Approved

City Recorder

321
322
323
324
325
326

13. **REDEVELOPMENT AGENCY MEETING**
The City Council adjourned into an RDA meeting immediately following the regular meeting.

Fireworks Restriction Zone



- Riverdale Residents
- Fireworks Restriction Zone

Created by: WTC GIS
Date: 6/26/2012

The data contained in this document is for reference use only.
This data is based on the interpretation of the municipal code
and other governing law as determined by the city of
Washington Terrace.

City Council Staff Report

Author: Tom Hanson

Subject: CIS Agreement

Date: 6-3-2025

Type of Item: Discussion /Action



Summary Recommendation:

Description:

- A. **Topic:** CSI Interlocal Agreement
- B. **Background:** The city has successfully participated in the county wide CSI Interlocal Agreement and have found their services to be sound value and highly successful in their professional approach to crime investigations. To tighten up the agreements the County is requesting an update to the agreement with all participating cities. This agreement includes contract cities like us and non-contract cities alike.
- C. **Analysis:** Staff have reviewed the agreement and discussed its details with the Sheriff, Julie, and Commissioner Bolos. Based on this collective analysis, we believe the agreement is not substantively different from the one we have been operating under for the past several years.

Staff delayed bringing this forward until we were confident that the agreement would not fundamentally alter the way we are billed for services. Our primary concern was to ensure that the billing criteria would remain consistent with historical practices. Those concerns have now been addressed and resolved.

Memo from Julie regarding the impact: "Each of you should have received a contract for the CSI services. Even though this is a separate contract, the invoice is combined with the quarterly contract cities invoice. When we prepare the budget each year, we make an estimate of the portion of the CSI services are used by our contract cities and include that in the enforcement budget, so you have been paying this all along, it just has not been invoiced separately."

"There is some new language in the contract regarding the funding for CSI. We have experienced several years of decline in the enterprise fund, meaning we have spent more than we billed from you and the other jurisdictions using this service. The fund balance needs to be maintained to ensure our ability to meet future unexpected needs. This clause allows us to keep that balance at the appropriate level. Please reach out if you have any further concerns."

- D. **Fiscal Impact:** The financial impact should be included in the annual allocation for contract services. There could be an impact if the CSI services increase in our city, however, that increase cannot be clearly determined at this time. After speaking with the Sheriff and Julie it is anticipated that this agreement will not create a substantive change in our contract amounts.

- E. Department Review:** To maintain CSI services and the fact that it is an essential core service for law enforcement, staff would recommend continuing our relationship as defined in the interlocal agreement.

Alternatives:

- A. Approve the Request:** Moves the city forward with continued CSI services
- B. Deny The Request:** Puts the community at jeopardy for receiving CSI services going forward.
- C. Continue the Item/Impact:** Postpones the implementation of the agreement for the continuation of service.

**CITY OF WASHINGTON TERRACE
RESOLUTION 2025-09**

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,
APPROVING AN INTERLOCAL AGREEMENT ENTERED BETWEEN WEBER
COUNTY (“PROVIDER”) AND THE FOLLING JURISDICTIONS:
WASHINGTON TERRACE CITY, HARRISVILLE, MORGAN COUNTY,
NORTH OGDEN CIYT, OGDEN CITY, PLEASANT VIEW, RIVERDALE CITY,
ROY CITY, SOUTH OGDEN CITY, WEBER STATE UNIVERSITY, FARR
WEST CITY, HOOPER CITY, HUNTSVILLE, MARRIOTT- SLATERVILLE,
PLAIN CITY, UNITAH, AND WEST HAVEN (“JURISDICTIONS”)**

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, the provision of effective technical forensic services requires specially trained personnel and the deployment of specialized equipment; and

WHEREAS, the Weber County Sheriff’s Office has the expertise to provide such technical services for law enforcement agencies and has been providing such services for approximately 25 years; and

WHEREAS, the Weber County Sheriff’s Office is willing to continue to provide such services for law enforcement agencies in the Jurisdictions;

WHEREAS, the City finds that the Agreement improves public health, safety, and welfare;

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

PASSED AND ADOPTED by the City Council this ____ day of _____, 2025.

MARK C. ALLEN, Mayor

ATTEST:

City Recorder

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

INTERLOCAL AGREEMENT FOR THE PROVISION OF TECHNICAL FORENSIC SERVICES

This agreement is made effective on July 1, 2025, and is entered into by and among Weber County (“Provider”) and the following jurisdictions: Harrisville, Morgan County, North Ogden City, Ogden City, Pleasant View, Riverdale City, Roy City, South Ogden City, Weber State University, Farr West City, Hooper City, Huntsville, Marriott-Slaterville, Plain City, Uintah, Washington Terrace and West Haven (“Jurisdictions”). The parties to this agreement may collectively be referred to as the “Parties” or individually as a “Party” throughout the agreement.

RECITALS

WHEREAS, Title 11, Chapter 13, Utah Code Annotated, 1953, as amended, commonly known as the Interlocal Cooperation Act, authorizes public agencies to enter agreements for a public agency to provide law enforcement services to one or more other public agencies; and

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

WHEREAS, the provision of effective and efficient technical forensic services requires specially trained personnel and the deployment of specialized equipment; and

WHEREAS, the Weber County Sheriff’s Office has the expertise to provide such technical services for law enforcement agencies and has been providing such services for approximately 25 years; and

WHEREAS, the Weber County Sheriff’s Office is willing to continue to provide such services for law enforcement agencies in the Jurisdictions;

NOW THEREFORE, for the reasons recited above, and in consideration of the mutual covenants and agreements contained herein, the above-named parties do mutually agree and undertake as follows:

SECTION ONE TERM

- A. Term. This agreement shall be for a period of five years, commencing on July 1, 2025, and continuing through June 30, 2030, unless otherwise terminated as herein provided.
- B. Renewals. At the end of the five-year term, the Parties agree to review this agreement to determine if it continues to meet their needs and its purpose. If no changes are needed, and the Parties do not take any action to rescind or amend this agreement, it will automatically renew for an additional five-year term. Automatic renewals may continue to occur at the end of each five-year term through June 30, 2045, at which point this

agreement will need to be renegotiated.

- C. Termination Without Cause. Any Party may terminate its participation under this agreement, with or without cause, by giving written notice of its intent to withdraw from this agreement by September 1st of the year prior to the desired termination date. If a Party provides notice of its intent to terminate by September 1st, the agreement will terminate and the Provider will cease providing services on July 1st of the following year.
- D. Termination for Cause. Provider may terminate this agreement with a Jurisdiction for failure to pay its required assessment or any other amount owed under this agreement. Any Jurisdiction may terminate its participation in this agreement if the Provider substantially fails to perform the agreed-upon forensic services.

Prior to terminating the agreement for cause, the terminating party must send written notice describing the breach in sufficient detail to allow that Party to cure the breach. If the breach has not been cured after 30 days, the terminating Party may terminate its participation in this agreement by giving written notice of termination to the Parties.

SECTION TWO

SCOPE OF PROVISION OF TECHNICAL SERVICES

- A. Beginning on the commencement date, Provider shall:
 - 1. Upon request, provide trained forensic technicians to law enforcement agencies that are associated with the participating Jurisdictions.
 - 2. Ensure that technicians are available to respond to crime scenes 24 hours per day, 365 days per year.
 - 3. Ensure that technicians assess, secure, and preserve the integrity of the crime scene to prevent contamination or loss of evidence.
 - 4. Collect, package, seal, and label all physical evidence in a manner that prevents cross-contamination or degradation.
 - 5. Follow strict chain-of-custody protocols to track possession, transfer, and analysis of evidence.
 - 6. Perform on-scene tests where warranted and conduct or coordinate in-depth scientific analyses in a dedicated forensic laboratory.
 - 7. Maintain evidence in a secure, access-controlled facility, ensuring it is safeguarded from theft, tampering, or environmental damage.
 - 8. Coordinate the lawful return or disposal of evidence once it is no longer needed for investigative or prosecutorial purposes, in accordance with applicable law and

jurisdictional policies.

9. Prepare complete, accurate, and timely forensic reports summarizing the collection methods, analytical findings, and conclusions.
10. Provide technicians and analysts to testify in court proceedings as necessary.
11. Adhere to all applicable federal, state, and local laws and regulations governing evidence handling and forensic testing.

SECTION THREE ADVISORY BOARD

- A. There is hereby created an Advisory Board, which shall consist of the chiefs of the police departments from participating Jurisdictions as well as the Weber County Sheriff and the Weber County Attorney. Those Jurisdictions that have an agreement with the Sheriff for the provision of law enforcement services within their jurisdiction shall be represented by the Sheriff on the Advisory Board and will not have their own seat on the Advisory Board.
- B. The duties of the Advisory Board in regard to this agreement shall be to:
 1. Determine the protocol of response when requests are made to the Provider for assistance.
 2. Resolve complaints and concerns expressed by the Jurisdictions and/or Provider.
 3. Periodically review and evaluate the performance of the Provider under this agreement.
 4. Assist in obtaining funding to support this agreement through a yearly evaluation of assessments to Parties and through requests for alternative funding from state, federal, or private sources.
- C. Each individual on the Advisory Board shall be entitled to vote, and decisions of the Advisory Board shall be made by majority vote.

SECTION FOUR COMPENSATION

- A. Each year in September, CSI shall prepare a budget, present the proposed budget to the Advisory Board, incorporate changes as requested by the Advisory Board, and then present the proposed budget to the Board of Weber County Commissioners for approval. Once the Board of County Commissioners approves the budget, CSI will invoice each Jurisdiction for its percentage of the total approved budget.

- B. The percentage owed by each Jurisdiction will be calculated based on the Jurisdiction's population (based on data received from the Utah State Tax Commission) and the average number of calls made to CSI in the prior five years. The Jurisdictions will pay their invoice by July 1st of each year beginning on July 1, 2025.
- C. The CSI budget is set up in a separate enterprise fund. Any remaining balance at the end of the year will go into a Fund Balance. Any shortages in the budget will come out of the Fund Balance. If the Fund Balance falls below a minimum of 2 months of operational costs, additional funds will be requested in the invoices to the Jurisdictions for the next allocation.
- D. Jurisdictions that are not a part of this agreement who request forensic services may enter into an MOU with Provider. The cost of services will be determined at that time, looking at the jurisdiction's needs and estimated usage.

SECTION FIVE MISCELLANEOUS

- A. Amendments. This agreement may be amended in whole or in part at any time by a written amendment approved and signed by all Parties in the manner provided by law.
- B. Authorization. The individuals signing this agreement on behalf of the Parties confirm that they are the duly authorized representatives of the Parties and are lawfully enabled to sign this agreement on behalf of the Parties.
- C. Broad Construction. It is the intent of the Parties that the joint and cooperative undertaking contemplated in this agreement be broadly construed to include all actions, undertakings and objectives necessary to accomplish the purposes and objectives set forth herein.
- D. Captions and Headings. The captions and headings herein are for convenience of reference only and in no way define, limit or describe the scope or intent of any sections or provisions of this agreement.
- E. Counterparts. This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one of the same instrument.
- F. Documents on File. Executed copies of this interlocal agreement shall be placed on file in the office of the Keeper of the Records of each of the Parties and shall remain on file for public inspection during the term of this interlocal agreement.
- G. Effective Date. This interlocal agreement shall become effective immediately upon the execution of a resolution authorizing this agreement by each of the Parties.
- H. Employee Status. It is expressly understood and agreed by the Parties hereto that any and all personnel furnished by the Weber County Sheriff's Office under the terms of this

agreement shall remain employees of Weber County Sheriff's Office, will abide by all of the rules and regulations of the Weber County Sheriff's Office, and will accept the direction of officials of the Weber County Sheriff's Office while performing the technical forensic services which are the subject of this agreement.

- I. Entire Agreement. This agreement shall constitute the entire agreement between the Parties.
- J. Governing Law. This agreement shall be governed by and construed in accordance with the applicable laws of the United States and the State of Utah.
- K. Indemnification. Each of the Parties to this agreement agrees to defend, hold harmless, and indemnify the other Parties for the intentional, reckless, or negligent acts or omissions of its employees, agents, or officials against any and all liabilities, claims, damages, actions, suits, proceedings, costs and expenses which arise by reason of any accidents, damages, injuries (including injuries resulting in death) either to persons or property, caused by their employees, agents, or officials; provided, however, that in no event shall the indemnification obligations of the Parties hereunder exceed the amounts set forth in Section 63G-7-604 of the Utah Governmental Immunity Act, Utah Code Annotated Subsection 63-7-101 et seq., (1953), which are in effect at the time judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. In no event shall this section be construed with respect to third parties as a waiver of any governmental immunity to which the Parties are otherwise entitled. The provisions of this paragraph shall survive the termination of this agreement.
- L. Non-Assignability. Neither the Provider nor the Jurisdictions shall transfer or delegate any of its rights, duties, powers or obligations under this interlocal agreement without the consent of each of the Parties.
- M. No Third Party Beneficiaries. This agreement is not intended to benefit any party or person not named as a party specifically herein, or which does not later become a signatory hereto as provided herein.
- N. Review by Authorized Attorney. In accordance with the provisions of Section 11-13-202.5(3), Utah Code, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.
- O. Severability of Provisions. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby as such a remainder would then continue to conform to the terms and requirements of applicable law.
- P. Warranties of Parties. Each Participant hereby represents and warrants that:
 - (i) it is a public agency or public entity within the meaning of the Interlocal Act; and
 - (ii) it is duly authorized to execute and deliver this interlocal agreement; and

- (iii) there is no litigation or legal or governmental action, proceeding, inquiry or investigation pending or threatened by governmental authorities or others or to which such Participant is a party or to which any of its property is subject which if determined adversely to such Participant would individually or in the aggregate a) effect the validity or enforceability of this interlocal agreement, or b) otherwise materially adversely affect the ability of such Participant to comply with its obligations hereunder or the transactions contemplated hereby.

Q. Property Acquired. All property acquired as a result of this cooperative undertaking will become and remain the property of the Provider.

R. Force Majeure. The Parties will not be held responsible for delay or default caused by fire, riot, acts of God, pandemics, or war which is beyond the Party's reasonable control.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly executed and effective as of the date first above written.

WASHINGTON TERRACE
A Municipal Corporation

Mayor

ATTEST:

City Recorder

Dated this ____ day of _____, 2025.

APPROVED AS TO FORM:

Attorney for Washington Terrace

City Council Staff Report



Author: Tom Hanson

Subject: Interlocal Agreement South Ogden City

Date: 6-3-25

Type of Item: Action/Resolution

Summary Recommendation:

Following several months of negotiations, Washington Terrace City and Weber Human Services (WHS) have reached an agreement to continue WHS's operation of the Senior Center. A new 36-month interlocal agreement is proposed, under which WHS will provide operational staff, management, and funding for personnel, while Washington Terrace City will supply and maintain the building and necessary facilities.

An additional funding requirement of \$6,069—with a 3% annual inflationary increase and an increase equal to the CPI—will be covered by South Ogden through this interlocal agreement with Washington Terrace City.

Staff recommend entering into this agreement South Ogden City to ensure continued financial support for senior services.

Description:

- A. **Topic:** Interlocal agreement with South Ogden City and Washington Terrace City.
- B. **Background:** Following several months of negotiations, Washington Terrace City and Weber Human Services (WHS) have reached an agreement to continue WHS's operation of the Senior Center. A new 36-month interlocal agreement is proposed, under which WHS will provide operational staff, with a financial requirement to help sustain the compensation of Senior Center staff.
- C. **Analysis:** As discussed over the past several years it is in the best interest for all concerned to continue the partnership with WHS for senior center operations as well as an interlocal agreement with South Ogden City to support the additional financial obligation to sustain the employees.
- D. **Fiscal Impact:**
Washington Terrace City will pay Weber Human Services \$6,069 with a 3% annual inflationary increase combined with the CPI as outlined in the WHS agreement. This agreement with South Ogden City will reimburse this amount to Washington Terrace.

Contract Term: 3 years, beginning July 1, 2025.

- E. **Department Review:** Washington Terrace staff have reviewed the agreement along with a legal review and feel that it is in the best interest of all concerned to enter into this agreement.

**WASHINGTON TERRACE CITY
RESOLUTION 2025-10**

INTERLOCAL AGREEMENT WITH SOUTH OGDEN FOR SENIOR SERVICES

**A RESOLUTION OF WASHINGTON TERRACE CITY, UTAH, ENTERING AN
INTERLOCAL COOPERATION AGREEMENT BETWEEN WASHINGTON
TERRACE CITY AND SOUTH OGDEN CITY RELATING TO SENIOR
CENTER SUPPORT AND SERVICES.**

WHEREAS, Washington Terrace City is a municipality duly existing under Utah law;

WHEREAS, South Ogden City is a municipality duly existing under Utah law;

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

WHEREAS, Washington Terrace City and South Ogden City negotiated the attached Interlocal Cooperation Agreement (hereafter “Agreement”) as set forth in Exhibit “A” incorporated herein by this reference for the purposes contained therein;

WHEREAS, Washington Terrace City and South Ogden City find mutual benefit and desire to enter this Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Washington terrace City, Utah, that the Agreement set forth in the attached “A” is incorporated herein by this reference and is approved and adopted. The City Council hereby authorizes and directs the Mayor to execute the Agreement and any documents relating thereto on behalf of the City.

PASSED AND ADOPTED by the City Council this ____ day of _____, 2025.

Mayor Mark C. Allen

ATTEST:

City Recorder Amy Rodriguez

Roll Call Vote
Council Member Christiansen
Council Member Zishan
Council Member Parkinson
Council Member West
Council Member Thomas

**INTERLOCAL COOPERATION AGREEMENT BETWEEN WASHINGTON TERRACE
CITY AND
SOUTH OGDEN CITY FOR SENIOR CENTER SUPPORT AND SERVICES**

This Interlocal Cooperation Agreement (“Agreement”) is entered into this ____ day of _____ 2025, between Washington Terrace City, a municipal corporation of the State of Utah, and South Ogden, a municipal corporation of the State of Utah, collectively the “Parties” and may be referred to individually as a “Party” in this Agreement.

RECITALS

WHEREAS, this Agreement is entered in accordance with the Utah Interlocal Cooperation Act set forth in Title 11, Chapter 3 of the Utah Code Annotated which 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, Parties desire to support the other for senior center services;

WHEREAS, the Parties hereto have negotiated the terms of this Agreement and determined that the terms are mutually beneficial to each Party;

NOW THEREFORE, in consideration of the promises the Parties agree as follows:

**SECTION ONE
SENIOR SERVICES**

- 1.01 Contribution.** South Ogden City shall pay to Washington Terrace City an Annual Financial Contribution (“Contribution”) in the total amount of \$6,069 to support the Washington Terrace Senior Center to support senior center services, activities, and senior citizen programs. South Ogden senior residents are granted use of the Washington Terrace Senior Center subject to the same rules and regulations of Washington Terrace City senior residents.
- 1.02 Payment.** Said Contribution shall commence on July 1, 2026 and be made payable to Washington Terrace City. At the discretion of South Ogden City, the \$6,069 Contribution is payable in a lump sum in July each year, or on a quarterly basis on or before the twentieth (20th) day of the month following the end of the quarter during which such costs have accrued.
- 1.03** Adjustment of the annual contribution in subsequent years based on the Mountain Region Consumer Price Index (CPI) in March preceding the beginning of the next Fiscal Year, plus 3%, to account for inflation and cost changes as required by Weber Human Services.

**SECTION TWO
TERM OF AGREEMENT**

- 2.01 Term.** This Agreement shall be for a period of thirty-six (36) months commencing 1 July 2025, and ending 30 June 2028, if approved by appropriate resolution of each party. This agreement may be terminated at any time by either party upon six (6) months' prior written notice to the other party

SECTION THREE MISCELLANEOUS

- 3.01 Administration.** The Parties do not intend and do not create any separate legal entity to provide for the administration of the Agreement. This Agreement shall be administered by the governing body of each Party. Each Party designates its respective City Manager as an administrative contact to facilitate the performance of this Agreement. This Agreement does not create joint ownership in any property.
- 3.02 Amendment.** This Agreement can only be changed, modified, or amended by a separate written agreement of the Parties and upon meeting all other applicable requirements of the Interlocal Cooperation Act.
- 3.03 Employment Status.** It is the intent of this Agreement that any staff supplied shall be deemed to be an employee of the entity where such employee is employed and not jointly employed by the Parties for all purposes, including, but not limited to, workman's compensation, social security, employment insurance, and any other benefits.
- 3.04 Entire Agreement.** This Agreement shall constitute the entire agreement between the Parties and any prior understanding or representation not written in this Agreement shall not be binding upon either Party.
- 3.05 Governing Law.** This Agreement shall be governed by the laws of the State of Utah.
- 3.06 Indemnification.** It is mutually agreed that Parties each assume liability for the negligent or wrongful acts committed by their own agents, contractors, officials, volunteers, or employees. Neither Party waives any right or defenses available, or under any governmental immunity.
- 3.07 Privileges and Immunity.** All privileges and immunities which surround the activities of the Parties and their officers, agents, contractors, volunteers, or employees shall continue in full force and effect notwithstanding this Agreement.
- 3.08 No Third-party.** This Agreement is not intended to benefit any party or person not named as a signatory Party specifically herein.
- 3.09 Notices.** Any notice or certification required or permitted to be delivered under this agreement shall be deemed to have been given when personally delivered, or if mailed, three (3) business days after deposit of the same in the United States Mail, postage

prepaid, certified, or registered, return receipt requested, properly addressed to the respective City Manager at the official address of the respective Party.

3.10 Severability. If any word, sentence, or provision of this Agreement is held to be invalid or unenforceable by a court of jurisdiction, the remainder shall remain in full force and effect.

3.11 Waiver. No failure to enforce any provision of this Agreement on account of any breach thereof, shall be considered as a waiver of any right to enforce provisions of this Agreement concerning any subsequent or continuing breach.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate, each of which shall be deemed an original on the date indicated above.

FOR WASHINGTON TERRACE CITY:

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:

City Attorney

FOR SOUTH OGDEN CITY:

Mayor

ATTEST:

City Recorder

APPROVED AS TO FORM:



**City of Washington Terrace
Redevelopment Agency Meeting
Tuesday, June 3, 2025
following the Regular City Council Meeting
City Hall Council Chambers
5249 South 400 East, Washington Terrace City**

As a public service, Council and Redevelopment Meetings are streamed on the City of Washington Terrace YouTube channel: www.youtube.com@WashingtonTerraceCity

INTELLECTUAL PROPERTY PERMISSION NOTICE

By attending this meeting/event, you consent to the use of your photograph, voice, likeness, and image in broadcasts of this meeting/event, and in subsequent productions drawn from video or audio recordings of this meeting/event, in the sole and absolute discretion of the City of Washington Terrace. The city retains copyright for all video and audio recordings. Video and audio recordings may not be modified, manipulated, or distributed in any way without the express written consent of the City Manager.

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 MAY 20, 2025

4. NEW BUSINESS

**4.1 PRESENTATION/DISCUSSION: CHANGES TO THE FISCAL YEAR
2025-26 TENTATIVE BUDGET IN PREPARATION FOR FINAL BUDGET
ADOPTION**

Presentation on changes to the Fiscal Year 2025-26 Tentative Budget that was tentatively approved on May 6, 2025. The final budget adoption will be held on June 17, 2025.

**4.2 DISCUSSION/MOTION: MOTION TO AUTHORIZE THE
USE OF TAX INCREMENT FUNDS FROM THE SOUTH POINTE**

CERTIFICATE OF POSTING

I, Amy Rodriguez, The undersigned duly appointed City Recorder of the City of Washington Terrace do hereby certify that the above agenda was posted on the Public Notice Website, City Hall, and City Website and sent to the *Standard Examiner* at least 24 hours prior to the meeting.

For Packet Information, please visit our website at www.washingtonterrace.gov

**REINVESTMENT PROJECT AREA FOR PARTIAL REPAYMENT OF
GOLDEN WEST CREDIT UNION INCENTIVES**

5. ADJOURNMENT OF MEETING: CHAIR ALLEN

City of Washington Terrace
Minutes of a Redevelopment Meeting
Held on Tuesday, May 20, 2025
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
Board Member Jill Christiansen -Excused
Board Member Zunayid Z. Zishan
Board Member Cheryl Parkinson
Vice Chair West
Board Member Michael Thomas
City Recorder Amy Rodriguez
City Manager Tom Hanson
Weber County Sheriff Lt. Shaun Endsley

Others Present

None

1. ROLL CALL

2. INTRODUCTION OF GUESTS

3. CONSENT ITEMS

3.1 APPROVAL OF AGENDA

3.2 APPROVAL OF MEETING MINUTES FROM MAY 6, 2025

Items 3.1 and 3.2 were approved by general consent.

4 SPECIAL ORDER

4.1 PUBLIC HEARING: FISCAL YEAR 2025-2026 TENTATIVE BUDGET

Garrett stated that there will be an item brought back to the Board with changes to the tentative budget. She stated that she will begin to complete the projections for the budget over the next five years now that we have started collecting tax increments for the Southeast RDA area by GoldenWest Credit Union.

Garrett stated that that we are anticipating the \$100,000 incentive to be paid out this year.

Chair Allen opened the public hearing at 6:51 p.m.

There were no citizen comments.

Chair Allen closed the public hearing at 6:52 p.m.

**4.2 PUBLIC HEARING: TO HEAR COMMENT IN SUPPORT AND OPPOSITION
TO AMENDING THE FISCAL YEAR 2025 BUDGET**

Chair Allen opened the public hearing at 6:53 p.m.

There were no citizen comments.

Chair Allen closed the public hearing at 6:53 p.m.

48
49 **5. NEW BUSINESS**
50

51 **5.1 MOTION/RESOLUTION 25-08: FISCAL YEAR 2025 BUDGET AMENDMENT**

52 Garrett stated that this is the first full tax year that we have received increment off of Southpoint
53 RDA, encompassing the GoldenWest Credit Union and broader area. She stated that we have
54 collected \$196,000. She stated that the project area spans up to 16 years. She stated that there is a
55 cap and we cannot collect increments over \$743,000. She stated that the original budget for the
56 project area showed that we anticipated collecting \$110,000 for the first year tax increment. She
57 stated that the improvements far exceeded what the original project entailed.
58

59 Garrett explained the breakdown for the use of the tax increment: three percent for administration
60 purposes, ten percent is required for CRA housing component funds, and eighty seven percent
61 comes back into the RDA for future activities.
62

63
64 **Motion by Board Member Parkinson**
65 **Seconded by Board Member Thomas**
66 **To approve Resolution 25-08 amending**
67 **The Fiscal Year 2025 Budget**
68 **Approved unanimously (4-0)**
69 **Roll Call Vote**
70

71 **6. ADJOURNMENT OF MEETING: CHAIR ALLEN**
72

73
74 **Motion by Board Member Thomas**
75 **Seconded by Board Member West**
76 **To adjourn the meeting**
77 **Approved unanimously (4-0)**
78 **Time: 6:59 p.m.**

MEMORANDUM

TO: Redevelopment Agency (RDA) Board

FROM: Tom Hanson

DATE: May 22, 2025

RE: Use of Tax Increment Funds from the South Pointe Reinvestment Project Area for Partial Repayment of Goldenwest Credit Union Incentives

Purpose

This memorandum provides a staff recommendation regarding the use of tax increment revenues—permitted under existing Interlocal Cooperative Agreements—from the South Pointe Reinvestment Project Area to partially reimburse previously paid incentives related to the Goldenwest Credit Union (GWCU) development.

Background

The Agency previously entered into an incentive agreement with Goldenwest Credit Union for a total of **\$1,200,000** to support development within the Southeast Project Area (Building 1). The agreement included a performance-based condition requiring the construction and completion of **Building 2** before any additional tax increment would be distributed for incentives tied to that phase.

Goldenwest Credit Union did not proceed with the construction of Building 2, and as a result, the performance condition was not fulfilled. Consequently, the Agency was not authorized to distribute additional tax increments associated with that phase.

However, under the provisions of the existing Interlocal Cooperative Agreements, the Agency is permitted to allocate future tax increment funds to recover a portion of the previously disbursed \$1,200,000 incentive. Staff recommends allocating **up to \$743,000** in eligible tax increment from the **South Pointe Reinvestment Project Area** to partially reimburse the incentive payment.

This approach, originally contemplated during the project's planning and funding phases, now requires formal approval by the RDA Board to proceed.

Recommendation

Staff recommends that the RDA Board formally authorize the use of tax increment funds—**not to exceed \$743,000**—from the South Pointe Reinvestment Project Area to the Southeast Project Area. These funds will be used for partial reimbursement of the previously paid GWCU incentive, aligning with the financial strategy discussed during project development.

Action Requested

Approval from the RDA Board to proceed with the use of tax increment funds as outlined above.