



Regular City Council Meeting

Tuesday, August 19, 2025

5249 South 400 East

Washington Terrace, UT 84405

801.393.8681

www.washingtonterrace.gov

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www.youtube.com/@WashingtonTerraceCity

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

Topics to include; but are not limited to:

- Terrace Days 2025 debrief and future planning

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

3. **PLEDGE OF ALLEGIANCE**

4. **WELCOME**

5. **CONSENT ITEMS**

5.1 APPROVAL OF AGENDA AND AUGUST 5, 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."

7. **COUNCIL COMMUNICATION WITH STAFF**

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

8. **ADMINISTRATION REPORTS**

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

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.

9. **UPCOMING EVENTS**

August 28th: Planning Commission Meeting (cancelled)
September 1st: City Offices Closed for Labor Day
September 2nd: City Council Meeting 6:00 p.m.
September 16th: City Council Meeting 6:00 p.m.
September 25th Planning Commission meeting (tentative)
October 1-2: ULCT Conference

10. **ADJOURN MEETING**

11. **ADJOURN INTO REDEVELOPMENT AGENCY MEETING (To begin immediately after the regular meeting)**

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

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City of Washington Terrace

Minutes of a Regular City Council meeting

Held on August 5, 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
Council Member Zunayid Z. Zishan
Council Member Cheryl Parkinson
Council Member Jeff West
Council Member Michael Thomas
Parks and Recreation Director Carlos Grava
Fire Chief Clay Peterson
City Recorder Amy Rodriguez
City Manager Tom Hanson
Lt. Sean Endsley, Weber County Sheriff Office

OTHERS PRESENT:

Mike Lawrence, Stacy Nixon, Robyn Christensen, Parker Mecham

1. ROLL CALL

6:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. WELCOME

4. CONSENT ITEMS

4.1 APPROVAL OF AGENDA AND JULY 1, 2025, COUNCIL MEETING

Item 4.1 was approved by general consent.

5. CITIZEN COMMENTS

Robyn Christensen asked when the construction on 5350 South will be completed. She stated that she has heard several time frames. She stated that she has had to replace a water heater, and other items in her house due to the shaking from the asphalt. She also stated that her mail has not been delivered due to the construction. She stated that there are piles of dirt and material in front of her home left by the contractor. She stated that it is very frustrating and would like to know how much longer the construction is expected to last.

Parker Mecham wanted to express his love and appreciation to everyone on staff and Council. He stated that he is a developer that is doing his best on a project to develop affordable housing in the city. He stated

that his goal is to do what is best for the community. He stated that he wants to collaborate with the city. He asked for collaboration and clarity from the city so that he can work with the city to pursue his goal. He stated that his goal is to provide for the community and families. He stated that he believes in this calling.

6. NEW BUSINESS

6.1 PRESENTATION: ANIMAL CONTROL QUARTERLY REPORT

Animal Control Officer Stacy Nixon presented to Council. She introduced a new officer, Brett Reece, who will be providing services to the city. Nixon stated that it has been quiet in the city. Nixon stated that if they are unable to respond, the sheriff officers would take the call and do the general report. She stated that reasons for these types of calls are generally for uncontained animals, or dangerous animals.

6.2 PRESENTATION/MOTION: APPROVAL OF ADDITIONAL ITEMS TO THE SCOPE OF THE ROHMER PARK PICKLEBALL PLAZA PHASE 3 PROJECT

Grava stated that the Parks Committee had a discussion last week in maximizing the funds that we are receiving from the RAMP grant. He stated that the scope of the project has been expanded. If the Council approves the additional items, he will have the final numbers of the project from the contractor and will bring those numbers and a change order to Council for final approval. Grava explained that the bids came in lower than expected and if we do not expand the scope to use the funding, we may have to return some of the grant monies. Grava stated that the trees are the priority for landscaping, noting that some of the plants that were planted did not take. Grava explained that the change order will not change our budget for the project, noting that the bids came in lower than originally expected. He stated that the budget will be the same amount. Council Member Christiansen thanked Grava and the whole team for using the funds responsibly by moving into phase four at this time. She stated that she appreciates the care and thoughtfulness of Grava in facilitating this grant. Council Member West stated that he appreciates the insight of Grava on the process to use the money wisely so that we can still qualify for grant funding for Phase 4.

**Motion by Council Member Parkinson
Seconded by Council Member Christiansen
To approve the expansion of the items to the scope of the
Rohmer Park Pickleball Plaza Phase 3 Project
Approved unanimously (5-0)**

6.3 PRESENTATION/INFORMATION: GET HEALTHY UTAH PROJECT

Grava stated that the City is planning to apply this fall for the "Healthy Utah Community Project" designation, which, if awarded, will be presented in the spring at the Utah League of Cities and Towns conference. Grava stated that this item will come before Council for final approval. He stated that this is a three-year commitment. He stated that we need to complete at least three requirements of the application. He stated that we offer community sports, we are creating to update the transportation plan, we have an ordinance to allow backyard poultry (food requirement). He also stated that the Senior Center also checks some of the required boxes. Grava stated that this designation will help us apply for grants through the state. Mayor Allen stated that Council Member Thomas brought this to the attention of Grava, and a committee

will be formed. Grava stated that the committee will be comprised of Council Member Thomas, Mayor Allen, Grava, and several business owners in the community.

6.4 PRESENTATION: FIRE DEPARTMENT QUARTERLY REPORT

Chief Peterson present the report to Council, stating that there were 339 calls for service for the last quarter. He stated that there were 54 fire calls. Peterson stated that nursing home calls are still coming in at 27 percent of calls. Peterson stated that there were a few events on the fourth of July, however they were already gone by the time the department showed up on site. Chief Peterson stated that there was a little brush fire in South Ogden, in which the department helped respond.

Chief Peterson stated that there was a house fire which was started by an electric scooter battery malfunction in the garage, causing severe garage damage.

Chief Peterson stated that there was a two-acre grass fire, noting that they do not have a true suspect at this time. He stated that they have witness statements. He stated that multiple units from surrounding areas assisted in the response. Peterson stated that he cannot say if it was started intentionally. He stated that there was not any lightning within the trees, or anything else that could have started the fire besides human interaction. Hanson stated that he has been working with the owners on recommitting themselves to keep the grass and weeds contained in an appropriate way. Council Member Christiansen stated that this is a testament for having the Automatic Aid agreements with the neighboring communities and thanked Peterson for working on getting the Automatic Aid set up.

Chief Peterson stated that they received a grant last week for \$2600, which they will use for medical supplies. Chief Peterson stated that the City will have an Emergency Preparedness Fair on October 16th and welcomes any suggestions from the Council on what they would like to see at the Fair. Council Member West stated that he feels that the Public Works Facility is remote for some residents and suggests holding the Fair at the Fire Department.

6.5 MOTION/RESOLUTION 25-16: RESOLUTION ADOPTING THE WEBER COUNTY PRE-DISASTER MITIGATION PLAN 2024

Chief Peterson stated that this project has been about nine months in the making. He stated that it has been approved by the state and federal level. He stated that it has to be approved by the Council so that we can be approved for federal grant monies if we apply for funding for any of the infrastructure needed for our city mitigation plan. Hanson stated that Peterson did a wonderful job bundling the plan together. Hanson stated that everyone in the county must participate in the plan in order for the approval from the state and federal government. Council Member Parkinson asked why some of our items are marked unknown. Peterson stated that the state asked for that terminology for certain classifications within the document.

Motion by Council Member Christiansen

Seconded by Council Member Thomas

To approve Resolution 25-16

Adopting the Weber County Pre-Disaster Mitigation Plan

Approved unanimously (5-0)

Roll Call Vote

135 **6.6 PRESENTATION: SHERIFF OFFICE QUARTERLY REPORT**

136 Lt Endsley stated that the Roosevelt Elementary construction site was vandalized. He stated that there was a
137 grainy trail camera image. He stated that it was put out to the media and all five suspects have been charged.
138 He stated that he is the investigations commander. He stated that the department has been short staffed but
139 stated that almost all the slots have been filled. He stated that they are working on the backlogged cases.
140 Lt. Endsley reported on several cases within the city that were of note. Lt. Endsley stated that there no major
141 incidents that occurred at Terrace Days this year. He stated that he may make some changes for next year
142 concerning his officers and traffic control.

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144 **6.7 PRESENTATION: CENTRAL WEBER SEWER IMPORVEMENT DISTRICT TRUTH**
145 **IN TAXATION NOTICE FOR FISCAL YEAR 2026**

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147 Mayor Allen stated that it is a requirement that the City present on the Central Weber Sewer Improvement
148 District Truth-In-Taxation Public Notice for Fiscal Year 2026. Mayor Allen stated that the Central Weber
149 Sewer District proposal for the tax increase would increase its property tax budgeted revenue by 9.14% above
150 last year's property tax budgeted revenue excluding eligible new growth. Mayor Allen stated that the Public
151 Hearing is to be held on August 18, 2025, at 6:00 p.m. at the CWSID Administration Building at 2618 W.
152 Pioneer Road in Marriott-Slaterville. The notice will be published by Central Weber Sewer Improvement
153 District, and the city will also post on our website for anyone interested.

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156 **7. COUNCIL COMMUNICATION WITH STAFF**

157 Council Member Parkinson stated that it has been an interesting month since the Council last met. She stated
158 that she has heard from residents concerning the instruction issues. She stated that she has heard that the
159 construction workers have been very respectful to the residents and their concerns.

160
161 Council Member West stated that he noticed that the auto shop has been able to clean up their area. He stated
162 that he appreciates the efforts of Nish, stating that the change has been noticeable. Council Member West
163 noted that the Emergency Preparedness Fair (October 16th) will fall during fall break. Chief Peterson will
164 provide Hanson and Council with a new date.

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166 Council Member Thomas acknowledged Grava for his diligence in his work and projects.

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169 **8. ADMINISTRATION REPORTS**

170 Hanson stated that there have been complexities during the construction project which has been causing the
171 delays. He stated that he understands that there have been some issues and challenges during the project.
172 Hanson stated that staff has pre-construction meetings and had worked out the route with the post office
173 concerning the mail delivery route. He stated that we will follow up with the post office. Hanson stated that
174 he has Mrs. Christiansen's information and will have the Public Works Director follow up with her.

175
176 Hanson stated that staff will follow up with Mr. Mecham, noting that staff has been very clear with him as
177 to what is expected for his project. Hanson stated that he has been given the information needed to be as
178 successful as he can with his infill property, given the amount of property that he has. Hanson stated that it
179 is very clear what can happen on the property and what the challenges are for him.

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9. UPCOMING EVENTS

August 18th : Roosevelt Elementary school opening.
August 19th: City Council Work Session (5:00 p.m.) and Council Meeting (6:00p.m.)
August 28th: Planning Commission Meeting (tentative)
September 1st: City Offices Closed for Labor Day
September 2nd: City Council Meeting 6:00 p.m.
September 16th: City Council Meeting 6:00 p.m.
September 25th Planning Commission meeting (tentative)

10. ADJOURN MEETING

**Motion by Council Member Thomas
Seconded by Council Member Christiansen
To adjourn the meeting
Approved unanimously (5-0)
Time: 7:06 p.m.**

Date Approved

City Recorder



**City of Washington Terrace
Redevelopment Agency Meeting
Tuesday, August 19, 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

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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 JULY 1, 2025

4. NEW BUSINESS

**4.1 MOTION/RESOLUTION 25-17: A RESOLUTION OF THE CITY OF
WASHINGTON TERRACE, UTAH, ACTING AS THE WASHINGTON TERRACE
REDEVELOPMENT AGENCY AND ACCEPTING THE REQUEST FOR A 30-DAY
EXTENSION FROM KANYON CONSTRUCTION, LLC**

The project is located at 5580 S. Adams Avenue.

5. ADJOURN MEETING

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 in three public places within the City limits and sent to the *Standard Examiner* at least 24 hours prior to the meeting.

For Packet Information, please visit our website at www.washingtonterracecity.org

City of Washington Terrace
Minutes of a Redevelopment Meeting
Held on Tuesday, July 1, 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
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. Sean 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 JUNE 17, 2025

Items 3.1 and 3.2 were approved by general consent.

4. ITEMS TO CONSIDER

There were no items to consider.

5. ADJOURN INTO REGULAR COUNCIL MEETING

Motion by Board Member Christiansen

Seconded by Board Member Zishan

To adjourn into the regular Council Meeting

Approved unanimously (5-0)

Time: 6:59

Date Approved

City Recorder

RDA Staff Report

Author: Tom Hanson

Subject: 30 Day Extension for 5580

Date: 8-19-25

Type of Item: Discussion /Action



Summary Recommendation:

The 5580 Adams Avenue project is progressing very well. The design details have been delivered and accepted by the city, and the developer remains fully committed to moving the project forward. At this point, only one or two minor items remain before the project can officially break ground. The Participation Agreement specifies that construction must begin "no later than September 1st." To ensure the developer has adequate time to address these final details, staff recommend extending the Participation Agreement deadline by 30 days.

Description:

- A. Topic: 30-day extension
- B. Background: After several months of productive meetings and meaningful progress, it has become clear that the project will need additional time before breaking ground. With just a few remaining items to complete, the developer will soon be ready to pull a building permit.
- C. Analysis: It is determined by staff working with the developer that we would be in the best interest for all concerned to extend the deadline.
- D. Fiscal Impact: Allows for the \$100,000 RDA incentive to remain in place.
- E. Department Review: Staff recommend approval for the 30-day extension

**CITY OF WASHINGTON TERRACE
RESOLUTION 2025-17**

EXTENSION REQUEST – KANYON CONSTRUCTION, LLC

**A RESOLUTION OF THE CITY OF WASHINGTON TERRACE, UTAH,
ACTING AS THE WASHINGTON TERRACE REDEVELOPMENT AGENCY
AND ACCEPTING THE REQUEST FOR 30-DAY EXTENSION FROM
KANYON CONSTRUCTION, LLC, AND EFFECTIVE DATE.**

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 City created the Washington Terrace Redevelopment Agency (“Agency”);

WHEREAS, the Agency and Canyon Construction, LLC, entered a Participation Agreement dated September 3, 2024, related to the construction and development of certain property located in the City;

WHEREAS, Canyon Construction, LLC, made a “Request for 30-day Extension to Construction Start Deadline” (“Request”) to the Agency and the Agency desires to act upon that Request;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Washington Terrace acting as the Washington Terrace Redevelopment Agency that the Request attached hereto as Exhibit “A” and incorporated herein by this reference is granted and the new Construction Start Deadline is September 30, 2025. 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 Zishan
Council Member Parkinson
Council Member West
Council Member Thomas

yes no absent

EXHIBIT “A”

**Request for 30-Day Extension to
Construction Deadline**



Kanyon Construction L.L.C.
1758 South 1900 West B6
West Haven, UT 84401
Jeremy@kanyonconstruction.com
801-866-4809

08.13.25

Washington Terrace City Redevelopment Agency

Attn: Tom Hanson
City Manager
Washington Terrace, UT 84403

Re: Request for 30-Day Extension to Construction Start Deadline

To Whom it May Concern,

Pursuant to the *Participation Agreement* between Kanyon Construction L.L.C. (“Participant”) and the Washington Terrace City Redevelopment Agency (“Agency”), we respectfully request a thirty (30) day extension of our contractual deadline to commence construction of the Project at 5580 S Adams Ave Parkway, Washington Terrace, Utah.

While we remain fully committed to fulfilling all obligations under the Agreement, certain circumstances beyond our reasonable control have temporarily delayed our ability to mobilize for construction. We believe that granting this brief extension will ensure that we can begin work with all necessary resources and approvals in place, while maintaining the overall schedule and quality of the Project.

We anticipate commencing construction promptly within the extended deadline and do not foresee this request impacting our ability to meet the September 1, 2027 Completion Deadline.

We appreciate the Agency’s continued support and partnership in bringing this important development to the Area, and we thank you for your consideration of this request. Please let us know if any additional documentation or information is needed to process this extension.

Sincerely,

KANYON CONSTRUCTION L.L.C.

By: _____

Jeremy Krause, Manager

1758 S. 1900 W. B6
West Haven, UT 84403

**WASHINGTON TERRACE CITY
REDEVELOPMENT AGENCY
Resolution No. 24-13**

**A RESOLUTION AUTHORIZING THE WASHINGTON TERRACE CITY
REDEVELOPMENT AGENCY TO ENTER INTO A PARTICIPATION
AGREEMENT FOR SOUTH EAST REDEVELOPMENT PROJECT AREA**

WHEREAS The Washington Terrace City Redevelopment Agency (the "Agency"), is 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

WHEREAS pursuant to the Act, the Agency has created the South East Redevelopment Project Area (the "**Project Area**"); and

WHEREAS the Agency is authorized to enter into agreements with property owners, governmental entities, private entities and others; and

WHEREAS the Agency has negotiated with the developer of the office building project located at 5580 S Adam Ave. for certain Agency assistance to enable and encourage the development of that project; and

WHEREAS the Agency finds the participation agreement between the Agency and the developer of the office building project (the "**Participation Agreement**") to be in harmony with and consistent with the Plan for the Project Area, in the vital and best interests of Washington Terrace City and the health, safety and welfare of its residents, and in accord with public purposes.

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE
WASHINGTON TERRACE CITY REDEVELOPMENT AGENCY AS FOLLOWS:**

1. The Agency, having reviewed the matter, hereby approves the Participation Agreement attached hereto as **Exhibit A** and authorizes the Chair and Secretary to execute the Participation Agreement on behalf of the Agency upon execution of the Participation Agreement by the counterparty to the agreement.

2. The Participation Agreement is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair of the Agency in cooperation with Agency legal counsel, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein, so long as such changes are keeping with the intent and purpose of the Participation Agreement.

3. This Resolution shall take effect upon adoption.

[continued on next page]

APPROVED AND ADOPTED on the 03 day of September 2024.

WASHINGTON TERRACE CITY REDEVELOPMENT AGENCY


Mark C. Allen, Chair

ATTEST:


Amy Rodriguez, Secretary

Roll Call Vote	yes	no
Board Member Christiansen	X	
Board Member Zishan	X	
Board Member Parkinson	X	
Board Member West	X	
Board Member Thomas	X	



EXHIBIT A

Participation Agreement

PARTICIPATION AGREEMENT

This Participation Agreement (the “**Agreement**”) is made and entered into as of this 3 day of October 2024 (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 KANYON CONSTRUCTION L.L.C., a Utah limited liability company (“**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 Agreement is to carry out in part the Project Area Plan (the “**Plan**”) for the South East Redevelopment Project Area (the “**Project Area**”) by providing for incentives to entice Participant to develop a new commercial office building within the Project Area, as further described in Section 1.3 below (the “**Project**”), 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 Project, which will benefit the Project Area and the City as a whole.

1.2. Description of the Site

The site of the Project is located within the Project Area on a parcel of approximately 1.95 acres located at 5580 S Adams Ave Parkway, Washington Terrace, Utah (the “**Site**”). The Site is shown in detail on the site map, attached hereto as **Exhibit A**.

1.3. Description of the Project

In order to qualify for the Reimbursement (as defined below), Participant shall develop within the Site a new office building of at least 14,000 interior square feet and with a total capital investment of at least \$4,000,000, substantially as shown on the conceptual plans attached hereto as **Exhibit B**. The Project shall include at least 29 surface parking stalls, underground storm water retention adequate for all new impermeable surfaces on the Site, necessary utility infrastructure, and all other infrastructure and/or design elements as required by applicable City ordinances.

2. OBLIGATIONS OF THE PARTIES

2.1. Reimbursable Costs

In order to encourage the development of the Project, the Agency agrees to reimburse Participant for certain costs relating to development of the Project, up to a maximum amount of \$100,000.00 (the “**Reimbursement**”). Costs eligible for reimbursement by the Agency are described in the attached **Exhibit C** (the “**Reimbursable Costs**”).

2.2. Development and Operation of the Project

Participant shall begin construction of the Project no later than September 1, 2025 and shall complete development of the Project no later than September 1, 2027 (the “**Completion Deadline**”). Notwithstanding the foregoing, the Agency may, at its sole discretion and upon written request from Participant, grant an extension of the Completion Deadline of up to six (6) months if, prior to the original Completion Deadline, the Participant has substantially performed under this Section. For purposes of this Agreement, the Project shall be deemed complete when a certificate of occupancy has been issued by the City for the entirety of the Project (the “**Project Completion**”). This Agreement shall automatically terminate if the Project Completion fails to occur on or prior to the Completion Deadline.

The Agency shall not have any responsibility to obtain permits, licenses, or other approvals for any aspect of the Project and nothing in this Agreement shall be interpreted as waiving or superseding the City’s land use authority over the Site.

Participant shall continuously develop and operate the Project on the Site during the Term (as defined below) of this Agreement. For purposes of this Section, Participant shall be deemed to have continuously developed and operated the Project if the foregoing standards are substantially met or exceeded, except for and to the extent that such is not met due to the following causes: temporary cessation of development or operations for inspection, maintenance, repair, replacement, and/or events of *force majeure* or destruction or any other causes outside the reasonably control of Participant. Failure to continuously develop or operate the Project in accordance with the terms and conditions of this Section shall constitute a Default (as defined below) under this Agreement.

Other than the Reimbursement of certain Reimbursable Costs as described in Section 2.1, above, the Agency shall have no responsibility for funding or development of the Project.

2.3. Request for Reimbursement

Upon occurrence of Project Completion, Participant may request the Reimbursement from the Agency of Reimbursable Costs actually incurred by Participant in connection with the development of the Project. Such request must be made within three (3) months of the occurrence of Project Completion. Participant may make only one Reimbursement request and that Reimbursement request must include all Reimbursable Costs for which Participant is seeking reimbursement.

The Reimbursement request from Participant shall include documentation showing the actual amounts paid by Participant for Reimbursable Costs. Within fourteen (14) days of receipt of the Reimbursement request from Participant, the Agency shall either (1) make payment of the Reimbursement to Participant for the actual Reimbursable Costs incurred by Participant according to the terms of this Agreement or (2) notify Participant that the Agency objects to the Reimbursement request or the supporting documentation and provide Participant the opportunity to address such objection. Within fourteen (14) days of Participant’s reasonable addressing such objections, the Agency shall make payment of the Reimbursement to Participant for the actual Reimbursable Costs incurred by Participant according to the terms of this Agreement.

2.4. Other Terms

2.4.1. Acquisition of the Site

This Agreement shall only be effective upon Participant consummating the purchase of the Site (the “**Date of Acquisition**”), expected to occur on or before the Closing Date, as defined and pursuant to the terms and conditions set forth in that certain Purchase and Sale Agreement dated October 31, 2024 (the “**Purchase Agreement**”), by and between the Parties hereto. Nothing in this Agreement shall be interpreted to require the Agency to sell or transfer the Site to Participant.

2.4.2. 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.

2.4.3. 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.*

2.4.4. Transfer and Assignment

During the Term (as defined below) of this Agreement, Participant shall not transfer any portion of the Site prior to the Project Completion or assign any of Participant’s rights or obligations under this Agreement without the prior written consent of the Agency; provided, however, that in the event that the Purchase Agreement is assigned in accordance with the terms therein, this Agreement shall automatically be assigned accordingly.

2.4.5. TERM OF AGREEMENT

The term of this Agreement shall begin on the Date of Acquisition and end on the earlier of (1) the date that is four (4) years after the Date of Acquisition or (2) the date that is six (6) months after the Agency has made all payments of the Reimbursement to Participant as contemplated under this Agreement (the “**Term**”).

3. DEFAULTS, REMEDIES, AND TERMINATION

3.1. Default

If either the Agency or Participant fails to perform or delays performance of any material obligation of this Agreement, such conduct constitutes a default of this Agreement ("**Default**"). 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.

3.2. 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 timely cured in accordance with this Section, 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.

3.2.1. 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. In particular, in an Event of Default by Participant, the Agency may seek repayment of all any Reimbursements paid to Participant pursuant to Section 2.1.

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 Project as contemplated by this Agreement.

4. GENERAL PROVISIONS

4.1. Time of the Essence

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

4.2. 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.

4.3. 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.

4.4. 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.

5. DUPLICATION, INTEGRATION, WAIVERS, AND AMENDMENTS

5.1. Duplicate Originals

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

5.2. Integration

This Agreement (including its exhibits) and the Purchase Agreement referenced herein 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, except for and to the extent addressed in the Purchase Agreement referenced herein.

5.3. 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]

“Agency”

**WASHINGTON TERRACE CITY
REDEVELOPMENT AGENCY**


By: 
Mark C. Allen, Chair

ATTEST:

By: 
Amy Rodriguez, Secretary

“Participant”

KANYON CONSTRUCTION L.L.C.

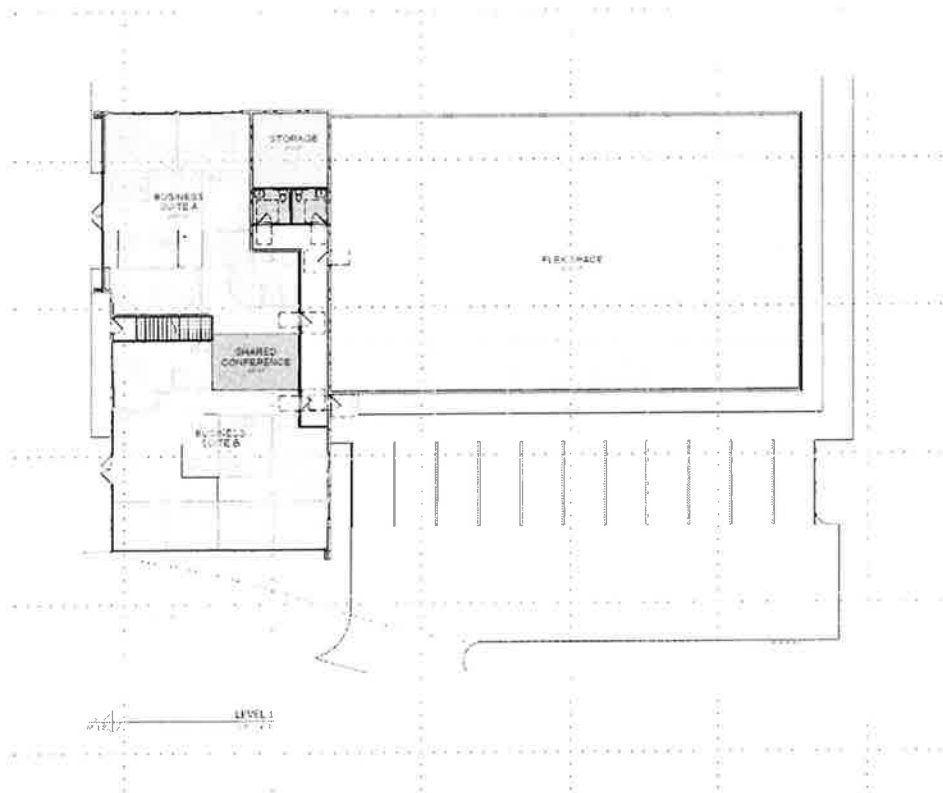
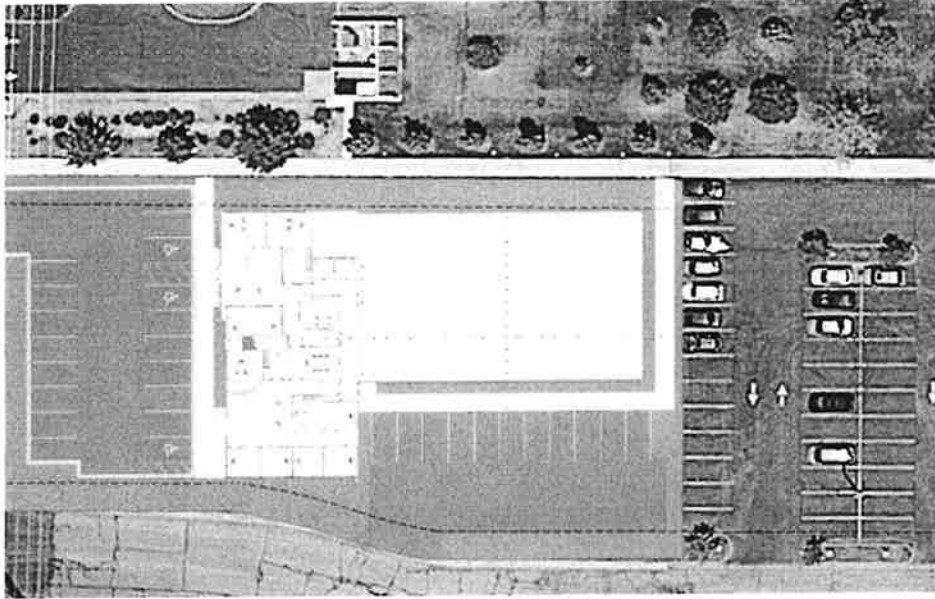
By: 
Jeremy Krause, its Manager

Site



Exhibit B
to Participation Agreement

Conceptual Plans



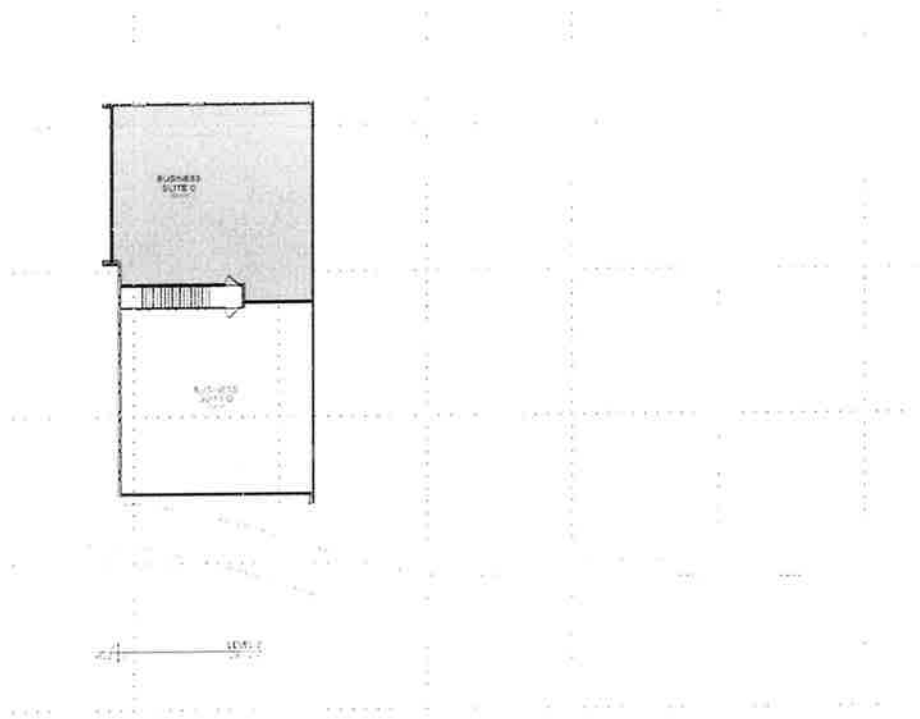


Exhibit C
to Participation Agreement

Reimbursable Costs

Underground storm water retention infrastructure
Other storm water management infrastructure
Utility infrastructure relating to water, sewer, electric, or natural gas service for the Project
Fire hydrants and related infrastructure
Curb and gutter costs, public or private
Costs of on-site parking areas

Only "hard costs" shall be used for purposes of calculating the Reimbursable Costs. Reimbursable Costs shall not include any "soft costs" such as administrative, legal, overhead, management expenses or other costs that cannot be reasonably tied to a specific tangible asset, provided, however, that engineering and design costs reasonably tied to infrastructure improvements shall not be classified as a "soft cost."