



City Council Meeting
Tuesday, March 2, 2021
City Hall Council Chambers
5249 South 400 East, Washington Terrace City
801-393-8681
www.washingtonterracecity.com

* **Note:** The Centers for Disease Control and Utah Department of Health have declared a national and state pandemic for COVID-19 where social distancing and other requirements are in place to prevent the spread of this infectious disease. Members of the Public may view the meeting via the City's Facebook page at: Washingtonterracecity.com. Comments on appropriate agenda items may be emailed to: amy@washingtonterracecity.org, or typed into the Facebook live stream at the citizen's comments agenda item.

1. **WORK SESSION: Topics to include but not limited to:** **5:00 P.M.**
 - Truth in Taxation FY 2022
2. **ROLL CALL** **6:00 P.M.**
3. **PLEDGE OF ALLEGIANCE**
4. **WELCOME**
5. **CONSENT ITEMS**
 - 5.1 **APPROVAL OF AGENDA**

Any point of order or issue regarding items on the Agenda or the order of the agenda need to be addressed here prior to the approval of the agenda.
 - 5.2 **APPROVAL OF FEBRUARY 16, 2021 MEETING MINUTES**
6. **CITIZEN COMMENTS**

This is an opportunity to address the Council regarding your concerns or ideas that are not on the agenda as part of a public hearing. Please limit your comments to no more than 3 minutes.
7. **COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN COMMENTS**

Council and staff will consider and address concerns and take appropriate measures to follow up on any comments made in the citizen comments item on the agenda

For more information on these agenda items, please visit our website at www.washingtonterracecity.com

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.

8. ADJOURN INTO REDEVELOPMENT AGENCY MEETING

Council will adjourn into an RDA meeting and reconvene the Regular Council meeting immediately following the RDA meeting.

9. NEW BUSINESS

9.1 MOTION/ ORDINANCE 21-02: ADOPTING THE PLAN FOR THE SOUTH POINTE COMMUNITY REINVESTMENT PROJECT AREA, AS PROVIDED AND APPROVED BY THE WASHINGTON TERRACE CITY REDEVELOPMENT AGENCY, AND DIRECTING THAT NOTICE OF ADOPTION BE GIVEN AS REQUIRED BY STATUE

The RDA will approve the above plan during the RDA portion of the meeting, after a public Hearing in said meeting.

9.2 RESOLUTION 21-06: A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE WASHINGTON TERRACE CITY REDEVELOPMENT AGENCY, FOR TAX INCREMENT PARTICIPATION WITHIN THE SOUTH POINTE CRA

10. COUNCIL COMMUNICATION WITH STAFF

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

11. ADMINISTRATION REPORTS

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

12. UPCOMING EVENTS

March 16th: City Council Work Session: 5:00p.m.

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

March 25th: Planning Commission Meeting 6:00pm

13. ADJOURN THE MEETING: MAYOR ALLEN

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3 **City of Washington Terrace**
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5 Minutes of a Regular City Council meeting
6 Held on February 16, 2021
7 City Hall, 5249 South 400 East, Washington Terrace City,
8 County of Weber, State of Utah
9

10 * **Note:** The Centers for Disease Control and Utah Department of Health have declared a national and state
11 pandemic for COVID-19 where social distancing and other requirements are in place to prevent the spread of this
12 infectious disease. Members of the Public may view the meeting via the City’s Facebook page at:
13 Washingtonterracecity.com. Comments on appropriate agenda items may be emailed to:
14 amy@washingtonterracecity.org, or typed into the Facebook live stream at the citizen’s comments agenda item.

15 **MAYOR, COUNCIL, AND STAFF MEMBERS PRESENT AT WORK SESSION**

16 Mayor Mark C. Allen
17 Council Member F. Carey Seal
18 Council Member Blair Brown
19 Council Member Larry Weir
20 Council Member Scott Barker
21 Council Member Jeff West – arrived at 5:57 p.m.
22 Public Works Director Jake Meibos
23 City Manager Tom Hanson
24 City Recorder Amy Rodriguez
25 Weber County Sheriff Office: Chief Roundy, Sheriff Arbon, Lt. Nate Hutchinson
26

27 **1. WORK SESSION: Weber Sheriff 5-year projection plan 5:00 P.M.**

28 Mayor Allen stated that information from the Sheriff’s Office has been sent to the Council for review.
29 Mayor Allen introduced the Sheriff and Chief Roundy.
30 Chief Roundy stated that some of the budget impacts that affect the contract with Washington Terrace
31 include personnel. He stated that the cost per FTE is \$142,000. It is the total budget cost divided by the
32 sworn FTE officers. He stated that Washington Terrace will have 8 sworn FTE officers. He stated that the
33 resources to support the officers is included in the cost.
34 Chief Roundy compared the costs of Weber County FTE alongside other law enforcement departments in
35 the area.
36 Chief Roundy stated the budget change from 2013-to current is 26 percent, with an increase of residents
37 of 22 percent. He stated that the Office has added 6 additional FTE’s, and has increased wages by 3
38 percent.
39 Chief Roundy stated that training and equipment costs also contribute to the budget increase. He stated
40 that the overall budget increase for equipment and training is 9.6 percent.
41 He stated that that the contract cities are paying for shared service hours and not FTE’s. He stated that the
42 cities are never charged for addition hours due to overtime. He stated that the cities are refunded any
43 annual personnel savings when they are not fully staffed. Chief Roundy stated that the contract cities
44 have direct access to all of Sheriff’s Office resources at no extra charge.
45 Chief Roundy outlined several of the shared services that are provided, noting that there are 380 sworn

46 officers with the County. He stated that they include investigations officers, K9, FBI, Transportation,
47 Support Services, Fleet, US Marshalls, Roads Department, patrol officers, Attorneys, Information
48 Technology, Drone pilots, Narcotics Strike Force, Gang unit, Victim Advocate, Correction Deputies,
49 Training, Chaplains, Human Resources, Internal Affairs, Search and Rescue, VIP services and School
50 Resource Officers.

51
52 Sheriff Arbon stated the Office has sent resources to Salt Lake City to help with the protests over
53 the last year.

54
55 Mayor Allen asked who is in our City. Roundy stated that a corporal and a deputy are in the City most of
56 the time. Sheriff Arbon stated that Washington Terrace has about 20 percent of the call volume. Mayor
57 Allen stated that Uintah is at 2 percent, and the Terrace is at 17 percent for call volume. Chief Roundy
58 stated that the Corporal and Deputy spend most of their time in Washington Terrace, noting that we also
59 have 2 school resource officers in the City. Mayor Allen stated that there are a lot of things happening in
60 the City at all times that we do not know about.

61 Mayor Allen asked if this is a proposal or is it an allocation as to what every city needs to pay. He asked
62 if this is the final number. Sheriff Arbon stated that the numbers are firm to be split between the 8
63 contract cities, but the additional 8 FTE's is moving forward.

64
65 Council Member Brown stated that there is a 896,000 increase from last year, with the Terrace share at
66 \$150,000. He stated that there are increases that do not take into account the residents and what their
67 median income is. He asked if the Sheriff Office has a plan on how we can pay for these increases. He
68 stated that we have the lowest median income and feels that the county does not share these concerns that
69 he has. Council Member Brown stated that he took an oath to stick up for his residents and is having
70 difficulty in trying to figure out how to pay for the 14 percent increase.

71
72 Sheriff Arbon stated that there are contributing factors. He stated that they put the staffing levels together
73 that they need to operate and the Mayors decide the formula as to how much they will pay (ie. call
74 volume, property tax, population). He stated that they provide the information and the Mayors decide on
75 how it is going to be paid. Council Member Brown stated that he does not feel that it is fair and that
76 there should be adjustments. Mayor Allen stated that he and Hanson pushed for a taxable value at least
77 8 years ago. He stated that it is not used in the formula. He stated that they tried to put the taxable value
78 into the formula. He stated that he wishes we could use 25 assessed value and 25 percent calls for service.
79 He stated that the only way that we could cut our cost down is for us to cut down on our calls for service.
80 Mayor Allen stated that our calls for service is close to 6,000. He stated that if we could cut our calls for
81 service in half, it would help us tremendously. Mayor Allen questioned the 900 calls for service for the
82 fire department, which are mostly medical, and asked if these calls are included in the calls for service.
83 Lt. Hutchinson stated that it would be hard to take out the calls for medical because the deputies do
84 respond to these calls depending on the criteria of the call. He noted that follow ups, traffic stops, and any
85 officer initiated calls are taken out of the calls for service tally.

86 Lt. Hutchinson stated that they are proactively policing to help lower crime and calls, noting that special
87 positions are targeting habitual offenders. He stated that targeting specific crime patterns help decrease
88 crime in the city. He stated that lower income areas have more of the crimes calls.

89 Mayor Allen stated that he and Hanson continue to bring up the taxable value as part of the equation, and
90 it continually gets thrown out by the committee. He stated that they will keep trying to make it happen.

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92 Hanson stated that he encourages everyone to attend the meetings. He stated that the challenges that they
93 run into are the other Mayors and Councils working on formulas that benefit their communities.

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Council Member Brown asked what portion of the budget goes into the college fund for the officers. Nate stated that 10,000 has been set aside for the college tuition reimbursement. He stated that it is a limited resource and costs the contracted cities \$6000, to be divided as they choose.

Council Member Weir stated that he has seen more and more graffiti in the City and asked how the department will help us. Lt. Hutchinson stated that they recognize this is a concern that needs to be addressed, stating that they have officers in the gang task force that help target who are committing these crimes.

Lt. Hutchinson stated that they have utilized the VIP (volunteer) Program quite a bit and it creates a connection with the community. He stated that they are able to report incidents and know what they are looking for. He stated that they are extra eyes and ears and provide information to identify crimes in the neighborhood. Sheriff Arbon stated that the problem is getting residents to get on board. He stated that it takes a big commitment to make it effective. He stated that it would take 40- 50 volunteers to make it effective. He stated that crime would decrease if we had that commitment.

Hanson stated that he will put information on our website and facebook page explaining how to get involved in the program.

Hanson displayed a comparison chart of our police expenditures since 2004. He stated that our numbers leveled out once the other contract cities began paying their fair share (around 2010). Hanson stated that if we are successful in bringing down call volumes, we would be successful in bringing down our share of the costs. Hanson stated that if we had our own department, we would be at 2.1 million dollars to run our police department.

The Work Session ended at 6:25 p.m.

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MAYOR, COUNCIL, AND STAFF MEMBERS

Mayor Mark C. Allen
Council Member F. Carey Seal
Council Member Blair Brown
Council Member Larry Weir
Council Member Scott Barker
Council Member Jeff West
Public Works Director Jake Meibos
General Planner Tyler Seaman
Finance Director Shari Garrett
City Manager Tom Hanson
City Recorder Amy Rodriguez

Others Present

Jonathan Ward
The meeting was held via zoom and live streamed on facebook

2. ROLL CALL

6:00 P.M.

3. PLEDGE OF ALLEGIANCE

4. WELCOME

5. CONSENT ITEMS

5.1 APPROVAL OF AGENDA

5.2 APPROVAL OF FEBRUARY 2, 2021 MEETING MINUTES

Items 5.1 and 5.2 were approved by general consent.

6. CITIZEN COMMENTS

Scott Christensen asked what is required to participate in the VIP program. Hanson stated that he will put information out on that subject. Mayor Allen stated that there is extensive training for the program, but we welcome anyone who would like to help us. He explained some of his training that he has taken.

Jeremiah Fox referenced ordinance 10.12.055, stating that he understands and agrees with what the tow truck ordinance is trying to accomplish, noting that he pays to store his camper so it is not on the street. He stated that he feels that it is unnecessarily infringing on his ability to respond and assist local law enforcement and asked that the ordinance be amended to exclude vehicles up to 26,000 pounds on residential property. He asked that a special parking permit could be created for emergency vehicles.

Scott Simpson wrote that volunteers are free.

Travis Lane stated that it would be Citizens on Patrol.

Nick Llow asked what warranty is given on our equipment that is going to be leased this evening

7. COUNCIL/STAFF RESPONSE AND CONSIDERATION TO CITIZEN

190 **COMMENTS**

191 Seaman stated that he has spoken to Mr. Fox and stated that the concern is that they have to respond
192 within 20 minutes of a call from law enforcement. He stated that we do not allow this in the city and it
193 comes down to Council deciding if we want to address this to allow conditional approval for those on the
194 emergency call list. Mayor Allen stated that he would like to speak to Seaman to see if we can look into
195 this issue further. Seaman stated that he has an address for Mr. Fox on file. Hanson stated that we can
196 discuss this at a future meeting. Council Member Brown asked if Mr. Fox's business is a home business
197 and if he is the only employee or if he part of a larger organization. Seaman stated that Mr. Fox has two
198 trucks and dispatches his own truck out of his house. He stated that if we want to entertain allowing
199 something like this, we can step in and accommodate on a conditional basis without the situation getting
200 out of hand.

201
202 Meibos answered Mr. Llow's question, stating that the warranty covers 10 years on the tanks and 5 years
203 on the compressor and 2 years on the router box.

204
205 **8. NEW BUSINESS**

206 **8.1 RESOLUTION 21-01: APPROVAL OF \$750,000 LEASE/PURCHASE**
207 **AGREEMENT WITH ZIONS BANKCORPORATION**

208 Garrett introduced Jonathan Ward from Zions Bank.

209 Garrett stated that this is the next step in the purchases of the four vehicles outlined in the lease. She
210 stated that the part amount is \$750,000, with a 1.35 percentage rate for a 5 year lease term. She stated that
211 it also allows us to use the proceeds of the sale of the existing equipment to pay down the loan without
212 penalty.

213 Garrett stated that the city legal is reviewing the agreement. She stated that she has read the agreement
214 thoroughly and does not expect any major changes, noting that if there are major changes, the agreement
215 would be brought back to Council.

216 Garrett stated that staff recommends approving the resolution and authorizing the Mayor to execute the
217 final agreement.

218 Ward stated that it is a lease to own purchase agreement, noting that the term lease is a legal way of
219 saying a loan payment.

220 Council Member Seal asked how we received such a low interest rate. Ward stated that after a credit
221 review, the bank finds Washington Terrace solid credit risk. He stated that it is a tax exempt interest rate.

222 Ward stated that it is a short term lease agreement and the yield curve interest rate is very low at this
223 time.

224
225 **Motion by Council Member Weir**

226 **Seconded by Council Member Barker**

227 **To approve Resolution 21-01**

228 **Approving the \$750,000 lease/purchase agreement**

229 **With Zions BankCorporation**

230 **And authorizing the Mayor to execute the final agreement**

231 **Approved unanimously (5-0)**

232 **Roll Call Vote**
233

234 **8.2 RESOLUTION 21-02: ADOPTION OF THE WASHINGTON TERRACE CITY**
235 **2020 MUNICIPAL WASTEWATER PLANNING PROGRAM ANNUAL REPORT**

236 Meibos stated the report is consistent with our Sewer System Master Plan and ensures that our revenues
237 that are collected can support our system and follows the cleaning and maintenance laid out in our Plan.
238 Meibos stated that we are in compliance with State regulations. He stated that the report is more
239 information for the State.

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241 **Motion by Council Member Seal**
242 **Seconded by Council Member West**
243 **To approve Resolution 21-02 to**
244 **Adopt the 2020 Municipal Wastewater Planning**
245 **Program Annual Report**
246 **Approved unanimously (5-0)**
247 **Roll Call Vote**
248

249 **8.3 DISCUSSION/ACTION: DISCUSSION AND DIRECTION TO STAFF**
250 **REGARDING THE WEBER COUNTY SHERIFF OFFICE FIVE YEAR**
251 **BUDGET PLAN**

252 Hanson stated that the Sheriff's Office gave clear feedback as to what the budget changes include.
253 Mayor Allen stated that there are quarterly meetings with the Sheriff and contract cities and invites
254 Council Members to attend when possible.

255 Council Member Barker stated that our only option is to go with the Sheriff Department, as they have
256 served us well. He stated that we should be strategic as we can in our negotiations with the other cities
257 moving forward. He stated that we should do everything we can in getting the best value for our citizens.
258 Council Member Seal stated that the lower the income usually lends to more crime. He stated that he
259 agrees that we need to move forward and tried to make a big push in the VIP program and believes it will
260 be beneficial to us financially and in lowering crime.

261 Mayor Allen stated that he encourages all Council Members to go on a ride along with the Deputies. He
262 stated that Hanson can set up the ride-alongs if anyone is interested. The Mayor stated that Hanson will
263 put out information on the VIPs program. Mayor Allen stated that he will do everything that he can do to
264 get us a fair shake in the negotiations and appreciates Hanson being at the meetings as well. He stated
265 that they will continue to work to keep it fair.

266 Council Member Brown stated that there are people below and above \$65,000 median income. He stated
267 that we have a lot of older people in the city on a fixed income. He stated that he is concerned about the
268 14 percent increase in a huge bump. He stated that he feels that we should put up a fight and ask for it to
269 be smoothed out. He stated that we should not blame low income for all the crime.

270 Council Member Seal stated that he is not singling out anyone, just noting that statistically it is a fact that
271 lower income neighborhoods bred more crime.

272 Council Member Brown stated that for many years we were paying more than our fair share. He wants to
273 know if the 14 percent could be taken as 7 percent now and 7 percent later in the year. He would like it
274 smoothed out. Council Member Seal stated that he is in agreement to have it split up. Mayor Allen stated

275 that Hanson has been great at splitting up the costs. Mayor Allen noted that we are paying less than we
276 did 11 years ago. Mayor Allen stated that the western cities are now paying their fair share.
277 Mayor Allen stated that he and Hanson spoke to the Sheriff last week to find out why the large increase.
278 He stated that he does not think that we can pay half now and half later, as we have done that too many
279 times in the past. Hanson stated that we did this last year when we froze our budget. It was pushed off
280 until this year.
281 Hanson stated that we are now aware of the impact in the change in personnel. Mayor Allen stated that he
282 will reach out to other contract cities and see how they feel about it.
283 Mayor Allen stated that we need to get our calls for service down.
284 Council Member Seal asked if the cost could be broken down as to what citizens will be paying monthly
285 for this cost.
286 Hanson stated that the Sheriff Office made it clear that this is the final number and if we want to
287 participate, this would be our number.
288 Mayor Allen stated that we will do all we can to get our piece of the pie smaller. He stated that it is too
289 late in the game to get the formula changed at this point.

291 **Motion by Council Member Barker**

292 **Seconded by Council Member Weir**

293 **To direct staff to move forward with numbers that we have**
294 **And take every opportunity to negotiate whatever would be to**
295 **The best advantage to our City and residents**

296 **Approved (4-1)**

297 **Nay- Council Member Brown**

298 **Aye- Council Member Seal**

299 **Aye- Council Member Weir**

300 **Aye- Council Member Barker**

301 **Aye- Council Member West**

302 Council Member Brown stated that his vote is no until a request is made to see if we can smooth out the
303 increase to 5 or 7 percent a year. He stated that it is worth a chance to make a counter offer.
304 Mayor Allen stated that it is included in the motion made by Council Member Barker and that he will
305 make that offer when he speaks to the Sheriff's Office.

307 **9. COUNCIL COMMUNICATION WITH STAFF**

308 Council Member Seal stated wanted to know who is responsible for clearing the sidewalk on the west
309 side of Adams by the new crosswalk. Seaman stated that part of the sidewalk is ours. He stated that he
310 believes that we take care of Adams Avenue. Council Member Seal stated that the parking lot was
311 plowed, however, the sidewalk was covered by snow that was thrown atop it.
312 Hanson stated that if it is piled on the sidewalk, we will call the owners to remove the snow. Hanson
313 stated that we remove the snow by the water tower and the adjacent property owners need to take care of
314 their own property.

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316 Mayor Allen stated that he spoke to Chief Peterson and if Council would like another facemask to please
317 let him know. Hanson will have him put masks in the Council Member's boxes.

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10. ADMINISTRATION REPORTS

Hanson stated that he would like to have Utopia internet present at a work session mid-March.

11. UPCOMING EVENTS

- February 25th : Planning Commission Meeting 6:00 p.m.- Cancelled
- March 2nd: City Council Work Session 5:00pm
- March 2nd: Council Meeting 6:00 pm
- March 16th: City Council Work Session: 5:00p.m.
- March 16th: City Council Meeting : 6:00p.m.
- March 25th: Planning Commission Meeting 6:00pm

12. ADJOURN THE MEETING: MAYOR ALLEN

**Motion by Council Member Barker
Seconded by Council Member West
To adjourn the meeting
Approved unanimously (5-0)
Time: 7:42 p.m.**

Date Approved

City Recorder

WASHINGTON TERRACE CITY

ORDINANCE NO. 21-02

AN ORDINANCE OF THE WASHINGTON TERRACE CITY COUNCIL ADOPTING AN OFFICIAL PLAN FOR THE SOUTH POINTE COMMUNITY REINVESTMENT PROJECT AREA, AS APPROVED BY THE WASHINGTON TERRACE CITY REDEVELOPMENT AGENCY AND DIRECTING THAT NOTICE OF THE ADOPTION BE GIVEN AS REQUIRED BY STATUTE.

WHEREAS the Board of the Washington Terrace City Redevelopment Agency (the “Agency”), having prepared a Project Area Plan (the “Plan”) for the South Pointe Community Reinvestment Project Area (the “Project Area”), the legal description of which is attached hereto as **EXHIBIT A**, pursuant to Utah Code Annotated (“UCA”) § 17C-5-105, and having held the required public hearing on the Plan on March 2, 2021, pursuant to UCA § 17C-5-104, adopted the Plan as the Official Community Reinvestment Plan for the Project Area; and

WHEREAS the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the “Act”) mandates that, before the community reinvestment project area plan approved by an agency under UCA § 17C-5-104 may take effect, it must be adopted by ordinance of the legislative body of the community that created the agency in accordance with UCA § 17C-5-109; and

WHEREAS the Act also requires that notice is to be given by the community legislative body upon its adoption of a community reinvestment project area plan under UCA § 17C-5-110.

NOW, THEREFORE, BE IT ORDAINED BY THE WASHINGTON TERRACE CITY COUNCIL AS FOLLOWS:

- 1.** Washington Terrace City adopts and designates the Project Area Plan, as approved by the Agency Board, as the official community reinvestment plan for the Project Area (the “Official Plan”).
- 2.** City staff and consultants are authorized and directed to publish or cause to be published the notice required by the Act, at which time the Official Plan will become effective.
- 3.** The Agency may proceed to carry out the Official Plan upon its adoption.
- 4.** This ordinance takes effect immediately upon publication and posting as required by law.

APPROVED AND ADOPTED this March 2, 2021.

MARK C. ALLEN, Mayor,
City of Washington Terrace

ATTEST:

AMY RODRIGUEZ, City Recorder

RECORDED this ____ day of _____, 2021.
PUBLISHED OR POSTED this ____ day of _____, 2021.

CERTIFICATE OF PASSAGE AND PUBLICATION OR POSTING

According to the provision of U.C.A. §10-3-713, 1953 as amended, I, the municipal recorder of Washington Terrace City, hereby certify that foregoing ordinance was duly passed and published or posted at 1) _____ 2) _____ and 3) _____ on the above referenced dates.

AMY RODRIGUEZ, City Recorder

DATE: _____

Exhibit A
PROJECT AREA LEGAL DESCRIPTION

North Property

A part of the Northeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Washington Terrace City, Weber County, Utah:

Beginning at the Northeasterly corner of a 2018 Record of Survey by Gardner Engineering located 665.54 feet North $0^{\circ}51'52''$ East along the Section Line and 508.35 feet South $89^{\circ}59'12''$ West from a Brass Cap monument found marking the East Quarter Corner of said Section 17; and running thence along the Northerly and Easterly lines of said Survey the following three courses: North $51^{\circ}45'32''$ West 310.21 feet; North $45^{\circ}44'00''$ East 65.14 feet; and North $21^{\circ}51'51''$ East 134.62 feet to a point on the Southerly Line of a 2003 Road Dedication Plat titled 'Existing Frontage Road Expansion'; thence along said Southerly Line the following two courses: South $68^{\circ}24'49''$ East 5.64 feet to a point of curvature; Southeasterly along the arc of a 273.96 foot radius curve to the right a distance of 307.46 feet (Central Angle equals $64^{\circ}18'03''$ and Long Chord bears South $36^{\circ}15'47''$ East 291.57 feet) to a point of non-tangency on the Southwesterly Line extended of a 2003 Road Dedication titled 'South Pointe Drive Road Dedication Plat'; thence along the Southwesterly Lines of said Plat the following two courses: Southwesterly along the arc of a 214.00 foot radius curve to the right a distance of 81.68 feet (Center bears North $89^{\circ}14'47''$ West, Central Angle equals $21^{\circ}52'05''$ and Long Chord bears South $11^{\circ}41'15''$ West 81.18 feet) to a point of reverse curvature; Southwesterly along the arc of a 267.50 foot radius curve to the left a distance of 48.02 feet (Central Angle equals $10^{\circ}17'11''$ and Long Chord bears South $17^{\circ}28'42''$ West 47.96 feet) to the point of beginning.

South Parcel

A part of the Northeast Quarter of Section 17, Township 5 North, Range 1 West, of the Salt Lake Base and Meridian.

Beginning at a point on the West Right-of-Way line of 375 East Street being located North $0^{\circ}52'40''$ East 665.54 feet along the East line of said Northeast Quarter and North $90^{\circ}00'00''$ West 508.34 feet from the Southeast corner of said Northeast Quarter; running thence North $51^{\circ}44'44''$ West 187.27 feet; thence South $42^{\circ}53'50''$ West 647.82 feet; thence South $0^{\circ}07'05''$ East 108.63 feet; thence North $54^{\circ}37'23''$ East 122.48 feet; thence South $35^{\circ}12'30''$ East 294.98 feet to the North Right-of-Way line of the South Ogden Canal; thence along said North Right-of-Way line the following two (2) courses: (1) North $75^{\circ}43'49''$ East 153.10 feet; (2) North $39^{\circ}59'28''$ East 81.28 feet to the West Right-of-Way line of 375 East Street; thence along said West Right-of-Way line the following four (4) courses: (1) along the arc of a 284.50 foot radius curve to the right 204.74 feet, having a Central angle of $41^{\circ}14'01''$, Chord bears North $21^{\circ}21'57''$ East 200.35 feet; (2) along the arc of a 214.00 foot radius curve to the left 187.85 feet, having a Central Angle of $50^{\circ}17'36''$, Chord bears North $16^{\circ}50'10''$ East 181.87 feet; (3) North $8^{\circ}18'38''$ West 81.37 feet; (4) along the arc of a 267.50 foot radius curve to the right 96.76 feet, having a Central Angle of $20^{\circ}35'29''$, Chord bears North $1^{\circ}59'07''$ East 96.24 feet to the point of beginning.

WASHINGTON TERRACE CITY

RESOLUTION NO. 21-06

RESOLUTION APPROVING AN INTERLOCAL AGREEMENT FOR THE SOUTH POINTE COMMUNITY DEVELOPMENT PROJECT AREA.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “**Act**”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Washington Terrace City Redevelopment Agency (the “**Agency**”) and Washington Terrace City are “public agencies” for purposes of the Act; and

WHEREAS the Agency has adopted a Project Area Plan (the “**Plan**”) for the South Pointe Community Reinvestment Project Area (the “**Project Area**”); and

WHEREAS after careful analysis and consideration of relevant information, the City desires to enter into an interlocal agreement with the Agency (the “**Interlocal Agreement**”) whereby the City consents to the Agency receiving for an extended period of time a portion of the tax increment produced by the City’s levy on taxable property within the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WASHINGTON TERRACE CITY, UTAH AS FOLLOWS:

1. The Interlocal Agreement for the Project Area, substantially in the form attached hereto as **EXHIBIT A**, is approved and shall be executed by the City.

2. The Chair shall make such additions, changes, and emendations as the Chair deems necessary prior to the execution of the Interlocal Agreement.

3. Pursuant to Section 11-13-202.5 of the Act, the Interlocal Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the City for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a copy thereof shall be filed immediately with the keeper of records of the City.

4. The Interlocal Agreement shall be effective on the date of publication of the notice required by Section 17C-5-205, Utah Code; such notice shall be published by the Agency on behalf of each taxing entity according to the terms of the Interlocal Agreements.

5. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED by the City Council of Washington Terrace City, Utah this 2nd day of March 2021.

Mayor Mark C. Allen,
City of Washington Terrace

ATTEST:

AMY RODRIGUEZ, City Recorder

Roll Call Vote
Council Member Scott Barker
Council Member Blair Brown
Council Member Larry Weir
Council Member Carey Seal
Council Member Jeff West

**INTERLOCAL COOPERATION AGREEMENT
(South Pointe Community Reinvestment Project Area)**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into by and between the Washington Terrace Redevelopment Agency, (“Agency”), and Washington Terrace City (“Taxing Entity”). The Agency and the Taxing Entity may collectively be referred to hereinafter as the “Parties” or individually as a “Party.”

RECITALS

A. The Agency is a redevelopment agency created and existing under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Utah Code Ann. §§ 17C-1-101 *et seq.*, (the “Act”) or under predecessor statutes. The Agency is authorized under the Act to conduct urban renewal, economic development, community development, and community reinvestment activities within its boundaries.

B. The governing body of the Agency adopted a Project Area Plan (the “Plan”) for the South Pointe Community Reinvestment Project Area (the “Project Area”) on March 2, 2021. The Project Area Plan, which includes the map and legal description of the Project Area, is incorporated herein by this reference.

C. The Act authorizes funding of community reinvestment project areas and plans—such as the Project Area and Plan—with property tax increment pursuant to interlocal cooperation agreements with various taxing entities that levy property taxes within a project area.

D. The Taxing Entity, as a taxing entity, now desires to consent to the Agency receiving certain tax increment generated within the Project Area and attributable to the Taxing Entity’s tax levy within the Project Area in order to provide funds to the Agency to carry out the Plan.

E. The Agency and the Taxing Entity are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. Title 11 Chapter 13 (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act also authorizes a taxing entity to share its tax and other revenues with other public agencies.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, covenants, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. Incorporation and Definitions. The foregoing recitals and all exhibits attached hereto are hereby made a part of this Agreement. Unless otherwise defined in this Section or in

this Agreement, terms shall have the meaning set forth in the Act. For the purposes of this Agreement, the following definitions apply:

- (a) Act: As defined in the Recitals to this Agreement.
- (b) Agency Board: The governing body of the Agency.
- (c) Agency's Share: 50% of the Taxing Entity Tax Increment.
- (d) Base Tax Year: Defined in Section 2.1 of this Agreement
- (e) Base Taxable Value: Defined in Section 2.1 of this Agreement.
- (f) Taxing Entity Tax Increment: The Tax Increment attributable to the Taxing Entity's tax levies within the Project Area.
- (g) Collection Cap: \$ 703,000.00
- (h) County: Weber County.
- (i) Effective Date: As defined in Section 3.1 of this Agreement.
- (j) Project Area: The geographic area described in the Plan as the Project Area.
- (k) Plan: The Project Area Plan for the Project Area, as adopted and amended by the Agency Board and Washington City from time to time.
- (l) Property: All locally-assessed and centrally-assessed real and personal property.
- (m) Tax Increment: As defined in the Act, but generally referring to the difference between the amount of property tax revenues generated each tax year from Property within the Project Area using the current year assessed value of the Property and the amount of property tax revenues that would be generated each tax year by the Taxing Entities from that same Property using the Base Taxable Value of the Property.
- (n) Tax Increment Collection Period: The 16 year period commencing with the Trigger Year.
- (o) Trigger Year: Any tax year before the 2024 tax year, as determined by the Agency and evidenced by a written notice from the Agency to the Taxing Entity and to the County Auditor on or before November 1st of the year prior.

ARTICLE 2 — PAYMENT OF TAX INCREMENT

2.1. Base Year and Base Taxable Value. The Parties agree that for purposes of calculating the amount of Taxing Entity Tax Increment from the Project Area to be paid by the County Treasurer to the Agency pursuant to this Agreement, the base tax year will be 2020 (the “Base Tax Year”), and the base taxable value shall be \$1,578,866 (the “Base Taxable Value”).

2.2. Payment of Tax Increment. The Taxing Entity agrees and consents that, for each tax year during the Tax Increment Collection Period, but subject to the Collection Cap as provided in Section 2.3 *below*, the County Treasurer will pay fifty percent (50%) of Taxing Entity Tax Increment to the Agency (the “Agency’s Share”) and shall pay the remainder of Taxing Entity Tax Increment, if any, to the Taxing Entity. The County Treasurer shall continue to pay any and all tax revenues attributable to the Taxing Entity’s tax levies on the Base Taxable Value to the Taxing Entity.

2.3. Tax Increment Collection Cap. The total amount of Taxing Entity Tax Increment paid to the Agency under this Agreement will not exceed the Collection Cap defined *above*. Once the Collection Cap has been reached, the County must not pay any further Taxing Entity Tax Increment to the Agency. If the Agency receives any Taxing Entity Tax Increment in excess of the Collection Cap, the Agency will promptly refund the excess amount to the Taxing Entity.

2.4. Tax Rate Increases. The Agency will be entitled to all Taxing Entity Tax Increment resulting from any increase(s) in the tax rate of the Taxing Entity’s tax levies that occur(s) after the Base Tax Year.

2.5. Allowed Uses. The Agency may use Taxing Entity Tax Increment paid to the Agency under this Agreement to pay for any use authorized under the Act and the Plan, as determined by the Agency Board.

ARTICLE 3 — GENERAL PROVISIONS

3.1. Term and Effective Date. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-205 of the Act and shall continue through the date on which all of the final payment of Tax Increment as described herein has been paid to the Agency as provided herein (the “Effective Date”).

3.2. Consent to Project Area Budget. As required by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget adopted by the Agency for the Project Area on March 2, 2021.

3.3. No Third-Party Beneficiary. Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement

3.4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this

Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

3.5. Termination. This Agreement will terminate on the earlier of the following: (i) December 31, 2024, if the Tax Increment Collection Period has not been triggered prior to that date, as evidenced by a written notice from the Agency to the Taxing Entity and the County Auditor prior to that date; (ii) the date that the final payment of the Agency Share is made to the Agency after expiration of the Tax Increment Collection Period; or (iii) the date on which the Agency has been paid amounts under this Agreement equal to the Collection Cap.

3.6. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be authorized by a resolution of the respective legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Interlocal Act.

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

(c) A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) The term of this Agreement, including any extensions, shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Act.

(e) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(f) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(g) To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the chief administrative officer of each Party pursuant to Section 11-13-207 of the Interlocal Act.

3.7. Publication of Notice. Immediately after execution of this Agreement by the Parties, the Agency shall cause to be published a notice regarding this Agreement and the Parties' resolutions authorizing this Agreement, as provided and allowed pursuant to Section 11-13-219 of the Interlocal Act and in accordance with Section 17C-5-205 of the Act.

3.8. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 *et seq.* (the “Immunity Act”). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

3.9. Authorization. Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

3.10. Modification and Amendment. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by the Parties in the same manner as this Agreement was first approved.

3.11. Further Documents and Acts. Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

3.12. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof, and all prior agreements, representations, negotiations and understandings of the Parties hereto, pertaining to the subject matter hereof, are hereby superseded by this Agreement.

3.13. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach, and no extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

3.14. No Obligations to Third Parties. The Parties agree that the Agency’s obligations under this Agreement are solely to the Taxing Entity and that the Taxing Entity’s obligations under this Agreement are solely to the Agency. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

3.15. Assignment. No Party may assign its rights, duties or obligations under this Agreement without obtaining prior written consent from the other Party, which consent must be given in the same manner as this Agreement was first approved.

3.16. Governing Law and Venue. The laws of the State of Utah apply. Venue for any and all legal actions arising hereunder will lie in the District Court in and for Weber County.

3.17. Severability. If any provision of this Agreement and any related document shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future

legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, the Parties agree that:

- (a) such holding or action will be strictly construed;
- (b) such provision will be fully severable;
- (c) this Agreement will be construed and enforced as if such provision had never comprised a part hereof;
- (d) the remaining provisions of this Agreement and related documents will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- (e) in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto will use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

3.18. Survival of Certain Provisions. All provisions of this Agreement which expressly or impliedly contemplate performance after expiration or termination hereunder shall survive such expiration or termination.

3.19. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR TAXING ENTITY

WASHINGTON TERRACE CITY

By: _____

Name:

Title:

Dated: _____, 20____

Attest:

Name:

Title:

Approved as to Form and Legality:

By: _____
_____, Attorney for Taxing Entity

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR AGENCY

**WASHINGTON TERRACE
REDEVELOPMENT AGENCY**

By: _____

Name:

Title:

Dated: _____, 20____

Attest:

Name:

Title:

Approved as to Form and Legality:

By: _____

Adam S. Long, Attorney for Agency



City of Washington Terrace
Redevelopment Agency Meeting
Tuesday, March 2, 2021
following the Regular City Council Meeting
City Hall Council Chambers
5249 South 400 East, Washington Terrace City

1. **ROLL CALL**

2. **INTRODUCTION OF GUESTS**

3. **CONSENT ITEMS**

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

3.1 **APPROVAL OF AGENDA**

3.2 **APPROVAL OF MEETING MINUTES FROM FEBRUARY 2, 2021 MEETING**

4. **SPECIAL ORDER**

Special orders will proceed as follows: Chair introduction of item, staff/applicant presentation, questions by Board, Chair opens public hearing, citizen input; Chair closes public hearing, then Board final discussion.

4.1 **PUBLIC HEARING: TO HEAR COMMENTS IN SUPPORT AND OPPOSITION FOR THE PLAN AND BUDGET FOR THE SOUTH POINTE COMMUNITY REINVESTMENT PROJECT AREA**

5. **NEW BUSINESS**

5.1 **MOTION/RESOLUTION 21-03: A RESOLUTION ADOPTION AN OFFICIAL PLAN FOR THE SOUTH POINTE COMMUNITY REINVESTMENT PROJECT AREA**

5.2 **MOTION/RESOLUTION 21-04: A RESOLUTION ADOPTING THE PROJECT AREA BUDGET FOR THE SOUTH POINTE COMMUNITY REINVESTMENT PROJECT AREA**

5.3 **MOTION/RESOLUTION 21-05: A RESOLUTION APPROVING INTERLOCAL AGREEMENTS FOR THE SOUTH POINTE COMMUNITY REINVESTMENT PROJECT AREA**

7. **ADJOURNMENT OF 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

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City of Washington Terrace

Minutes of a Redevelopment Meeting
Held on February 2, 2021
Following the Regular City Council Meeting
City Hall, 5249 South 400 East, Washington Terrace City,
County of Weber, State of Utah

10 **CHAIR, BOARD, AND STAFF MEMBERS PRESENT**

11 Chair Allen
12 Board Member Seal
13 Board Member Brown
14 Board Member Weir
15 Vice- Chair Barker
16 Board Member West
17 General Planner Tyler Seaman
18 City Manager Tom Hanson
19 City Recorder Amy Rodriguez
20
21

22 **Others Present**

23 Randy Sant,
24 The meeting was held via zoom and live streamed on the City Facebook page.
25
26

27 **1. ROLL CALL**

28
29 **2. INTRODUCTION OF GUESTS**

30
31 **3. CONSENT ITEMS**

32 **3.1 APPROVAL OF AGENDA**

33 **3.2 APPROVAL OF MEETING MINUTES FROM JANUARY 19, 2021**
34 **MEETING**

35 Items 3.1 and 3.2 were approved by general consent.
36

37 **4. NEW BUSINESS**
38

39 **4.1 DISCUSSION: REVIEW OF THE COMMUNITY REINVESTMENT AREA**
40 **(CRA) PROJECT AREA BUDGET**

41 Sant stated that the thirty day public hearing notice went out to the property owner and the
42 entities involved last week. He stated that assuming that the Board is comfortable, we will move
43 ahead and create the CRA project area by resolution. He stated that the Council will then adopt
44 an Ordinance and the Interlocal Agreement with the entities.

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.

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45 Sant reviewed the timeline of the creation of the CRA with the Board.
46 Sant stated that all the interlocal agreements will be approved in a meeting in March. He stated
47 that the challenge period will end in April. He stated that once everything is in place, a
48 development agreement will be constructed for building number two.
49 Council Member Barker asked at what point does the public become aware of what is being
50 proposed. Sant stated that it will be released at the very latest at the public hearing on March 2nd.

51
52 **5. COMMENTS CONSIDERED**
53 There were no comments considered.

54
55 **6. ADJOURNMENT OF MEETING**

56
57 **Motion by Board Member Barker**
58 **Seconded by Board Member Seal**
59 **To adjourn the meeting**
60 **Approved unanimously (5-0)**
61 **Time:7:58 p.m.**

62
63
64 **Date Approved** _____ **City Recorder** _____

WASHINGTON TERRACE CITY

RESOLUTION NO. 21-03

**RESOLUTION OF THE WASHINGTON TERRACE CITY REDEVELOPMENT AGENCY
ADOPTING AN OFFICIAL PLAN FOR THE SOUTH POINT COMMUNITY
REINVESTMENT PROJECT AREA.**

WHEREAS, the Washington Terrace City Redevelopment Agency (the "Agency") was created to transact the business and exercise the powers provided for in the current Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code Ann. 1953, as amended (the "Act"); and

WHEREAS, Washington Terrace City (the "City") has a planning commission and has adopted a general plan pursuant to applicable law; and

WHEREAS, the Agency, by Resolution, has authorized the preparation of a draft project area plan as provided in Section 17C-5-103 of the Act; and

WHEREAS, pursuant to Section 17C-5-104 of the Act, the Agency has (a) prepared a draft South Pointe Community Reinvestment Project Area Plan (the "Project Area Plan" or "Plan") and (b) made the draft Project Area Plan available to the public at the Agency's offices during normal business hours; and

WHEREAS, the Agency provided notice of the public hearing in compliance with Sections 17C-1-805, 806, and 808; and

WHEREAS, the Agency has held a public hearing on this same date on the draft Project Area Plan and at that Plan hearing (a) allowed public comment on the draft Project Area Plan and whether the draft Project Area Plan should be revised, approved, or rejected, and (b) received all written and heard all oral objections to the draft Project Area Plan; and

WHEREAS, after holding the public hearing, and at the same meeting, the Agency considered the oral and written objections to the draft Project Area Plan, and whether to revise, approve or reject the draft Project Area Plan; and

WHEREAS, less than one year has passed since the date of the public hearing.

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE
WASHINGTON TERRACE CITY REDEVELOPMENT AGENCY:**

Section I. Adoption of Project Area Plan. All comments and objections to the draft Project Area Plan (if any) have been considered and are, unless otherwise provided in the minutes of this meeting (if at all), passed upon. It has become necessary and desirable to adopt the draft Project Area Plan as the official Project Area Plan for the Project Area. The draft Project Area Plan, in the form

attached hereto as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby designated, and adopted as the official plan for the Project Area. The Agency shall submit the Project Area Plan, together with a copy of this Resolution, to the City Council requesting that the Project Area Plan be adopted by ordinance of the legislative body of the City in accordance with the provisions of the Act.

Section 2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Project Area covered by the Project Area Plan is attached hereto and incorporated herein as **Exhibit A**. A map of the Project Area is attached and incorporated herein as **Exhibit B**.

Section 3. Agency's Purposes and Intent. The Agency's purposes and intent with respect to the Project Area are set forth in the Project Area Plan, and include the following:

- A. Encourage and accomplish appropriate private development and community reinvestment activities within the Project Area.
- B. Provide for redevelopment infrastructure improvements within or to serve the Project Area.
- C. Provide for the strengthening of the tax base and economic health of the community.

Section 4. Project Area Plan Incorporated by Reference. The Project Area Plan, together with supporting documents, in the form attached as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby incorporated herein by reference, and made a part of this Resolution. Copies of the Project Area Plan shall be filed and maintained in the office of the Agency and the City Recorder for public inspection.

Section 5. Agency Board Findings. The Agency Board hereby determines and finds that the Project Area Plan:

- A. Serves a public purpose by, among other things, encouraging and accomplishing appropriate community reinvestment activities within the Project Area; and
- B. Produces a public benefit in the form of, among other things, increased development activity within the boundaries of the Agency, including within the Project Area, that is desirable and will enhance the tax base of all taxing entities within the Project Area, as demonstrated by the analysis provided in the Project Area Plan; and
- C. Is economically sound and feasible; in that the revenue needed for the implementation of the Project Area Plan will come from incremental property taxes generated by new private development within the Project Area, all as further shown and supported by the analysis contained in the Project Area Plan; and
- D. Conforms to the City's general plan in that, among other things, the Project Area Plan provides that all development in the Project Area is to be in accordance with the City's

zoning ordinances and requirements, and the development activities contemplated by the Project Area Plan are in harmony with the City's general plan; and

E. Promotes the public peace, health, safety, and welfare of the City.

Section 6. Effective Date. This Resolution takes effect immediately upon adoption, and pursuant to the provisions of the Act, the Project Area Plan shall become effective upon adoption by Ordinance of the legislative body of the City.

IN WITNESS WHEREOF, the Governing Board of the Washington Terrace City Redevelopment Agency has approved, passed and adopted this Resolution this March 2, 2021.

Mayor Mark. C. Allen, Chair
City of Washington Terrace

ATTEST:

AMY RODRIGUEZ, City Recorder, Secretary

Roll Call Vote
Board Member Scott Barker
Board Member Blair Brown
Board Member Larry Weir
Board Member Carey Seal
Board Member Jeff West

EXHIBIT A – LEGAL DESCRIPTION OF THE PROJECT AREA

North Property

A part of the Northeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Washington Terrace City, Weber County, Utah:

Beginning at the Northeasterly corner of a 2018 Record of Survey by Gardner Engineering located 665.54 feet North $0^{\circ}51'52''$ East along the Section Line and 508.35 feet South $89^{\circ}59'12''$ West from a Brass Cap monument found marking the East Quarter Corner of said Section 17; and running thence along the Northerly and Easterly lines of said Survey the following three courses: North $51^{\circ}45'32''$ West 310.21 feet; North $45^{\circ}44'00''$ East 65.14 feet; and North $21^{\circ}51'51''$ East 134.62 feet to a point on the Southerly Line of a 2003 Road Dedication Plat titled 'Existing Frontage Road Expansion'; thence along said Southerly Line the following two courses: South $68^{\circ}24'49''$ East 5.64 feet to a point of curvature; Southeasterly along the arc of a 273.96 foot radius curve to the right a distance of 307.46 feet (Central Angle equals $64^{\circ}18'03''$ and Long Chord bears South $36^{\circ}15'47''$ East 291.57 feet) to a point of non-tangency on the Southwesterly Line extended of a 2003 Road Dedication titled 'South Pointe Drive Road Dedication Plat'; thence along the Southwesterly Lines of said Plat the following two courses: Southwesterly along the arc of a 214.00 foot radius curve to the right a distance of 81.68 feet (Center bears North $89^{\circ}14'47''$ West, Central Angle equals $21^{\circ}52'05''$ and Long Chord bears South $11^{\circ}41'15''$ West 81.18 feet) to a point of reverse curvature; Southwesterly along the arc of a 267.50 foot radius curve to the left a distance of 48.02 feet (Central Angle equals $10^{\circ}17'11''$ and Long Chord bears South $17^{\circ}28'42''$ West 47.96 feet) to the point of beginning.

South Parcel

A part of the Northeast Quarter of Section 17, Township 5 North, Range 1 West, of the Salt Lake Base and Meridian.

Beginning at a point on the West Right-of-Way line of 375 East Street being located North $0^{\circ}52'40''$ East 665.54 feet along the East line of said Northeast Quarter and North $90^{\circ}00'00''$ West 508.34 feet from the Southeast corner of said Northeast Quarter; running thence North $51^{\circ}44'44''$ West 187.27 feet; thence South $42^{\circ}53'50''$ West 647.82 feet; thence South $0^{\circ}07'05''$ East 108.63 feet; thence North $54^{\circ}37'23''$ East 122.48 feet; thence South $35^{\circ}12'30''$ East 294.98 feet to the North Right-of-Way line of the South Ogden Canal; thence along said North Right-of-Way line the following two (2) courses: (1) North $75^{\circ}43'49''$ East 153.10 feet; (2) North $39^{\circ}59'28''$ East 81.28 feet to the West Right-of-Way line of 375 East Street; thence along said West Right-of-Way line the following four (4) courses: (1) along the arc of a 284.50 foot radius curve to the right 204.74 feet, having a Central angle of $41^{\circ}14'01''$, Chord bears North $21^{\circ}21'57''$ East 200.35 feet; (2) along the arc of a 214.00 foot radius curve to the left 187.85 feet, having a Central Angle of $50^{\circ}17'36''$, Chord bears North $16^{\circ}50'10''$ East 181.87 feet; (3) North $8^{\circ}18'38''$ West 81.37 feet; (4) along the arc of a 267.50 foot radius curve to the right 96.76 feet, having a Central Angle of $20^{\circ}35'29''$, Chord bears North $1^{\circ}59'07''$ East 96.24 feet to the point of beginning.

EXHIBIT B – MAP OF THE PROJECT AREA



SOUTH POINTE COMMUNITY REINVESTMENT PROJECT AREA PLAN

Washington Terrace City Redevelopment Agency



FINAL

ADOPTED MARCH 2, 2021



PREPARED BY:
**RS CONTRACT
MANAGEMENT**

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SECTION 1: INTRODUCTION

The Washington Terrace City Redevelopment Agency (the "Agency"), following thorough consideration of the needs and desires of Washington Terrace City (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this Project Area Plan (the "Plan") for the South Pointe Community Reinvestment Project Area (the "Project Area"). This Plan is the result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies south of Washington Boulevard, between 5000 South, 375 East, and South Pointe Drive. The Plan is envisioned to define the methods and means of development for the Project Area from its current state to a higher and better use. The City has determined that it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents of the City and other taxing districts.

The Project is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed throughout the establishment of the Project Area.

SECTION 2: DEFINITIONS

As used in this plan

- 2.1 "Act" means Title 17C of the Utah Code Annotated ("UCA"), as amended: the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act, as amended, or such successor law or act as may from time to time be enacted.
- 2.2 "Agency" means the Washington Terrace City Redevelopment Agency, created and operating pursuant to UCA 17C-1-201.5 and its predecessor or successor statutes, as designated by Washington Terrace City to act as a reinvestment agency.
- 2.3 "Agency Board" or "Board" means the governing body of the Washington Terrace City Redevelopment Agency.
- 2.4 "Base Taxable Value" has the same meaning that it bears in the Act (UCA 17C-1-102(9)). "Base Taxable Value" is synonymous with "Base Year Taxable Value", "Base Year Value", and "Base Value".
- 2.5 "Base Tax Amount" means a sum equal to the tax revenue arising from the Project Area during the Base Year, which is calculated as the product of the Base Taxable Value and the certified tax rate in effect during the Base Year.
- 2.6 "Base Year" means the Tax Year during which the Project Area Budget is approved pursuant to UCA 17C-1-102(9)(d).

- 2.7 "Bond" means any bonds, notes, interim certificates, or other obligations issued by an agency.
- 2.8 "City" means Washington Terrace City, a political subdivision of the State of Utah.
- 2.9 "County" means Weber County, a political subdivision of the State of Utah.
- 2.10 "Comprehensive General Plan" or "General Plan" means the general plan adopted by the City under the provisions of UCA 10-9a-401.
- 2.11 "Community Reinvestment" means development activities within a community, including the encouragement, promotion, or provision of development.
- 2.12 "Community Reinvestment Plan" means a project area plan, as defined by UCA 17C-1-102(18) of the Act, developed by the Agency and adopted by ordinance of the governing body of the City, to guide and control community reinvestment undertakings in a specific project area.
- 2.13 "Governing Body" means (a) in reference to the Washington Terrace City Redevelopment Agency, the Board of the Washington Terrace City Redevelopment Agency, or, (b) if used in reference to Washington Terrace City, it means the City Council of Washington Terrace City.
- 2.14 "Project Area" means the South Pointe Community Reinvestment Project Area, as selected by resolution of the Agency.
- 2.15 "Property Taxes" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.
- 2.16 "Taxing Entities" means the public entities, including the state, any county, and city, any school district, special district, or other public body, which levy property taxes on any parcel or parcels of property located within the Project Area.
- 2.17 "Tax Increment" means that portion of the levied taxes each year in excess of the base tax amount, which excess amount is paid into a special fund of the Agency, pursuant to 17C-1-401 and Part 5 of UCA Chapter 17C, as amended.
- 2.18 "Tax Year" means the 12-month period between sequential tax role equalizations (November 1st through October 31st) of the following year, e.g., the Nov. 1, 2020 - Oct. 31 2021 tax year).

SECTION 3: DESCRIPTION OF COMMUNITY REINVESTMENT PROJECT AREA

The Project Area lies entirely within the eastern boundaries of the City, southwest of Washington Boulevard, between 5000 South, 375 East, and South Pointe Drive. This area receives significant vehicle traffic daily which creates both opportunity and increased service demand. The property encompasses approximately 7.89 acres of land.

- As delineated in the office of the Weber County Recorder, the Project Area encompasses all the parcels detailed in [Appendix A: Property Owners](#)

- A map and legal description of the Project Area are attached hereto in APPENDIX B.

SECTION 4: PROJECT AREA CHARACTERISTICS AND HOW THEY WILL BE AFFECTED BY PROJECT AREA DEVELOPMENT

LAND USES IN THE PROJECT AREA

The Project Area currently consists primarily of a commercial storage lot and a small office building. The Project Area is designated for commercial land use. This Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated.

Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Plan shall be undertaken in accordance with the requirements of the revised ordinances of Washington Terrace City, and all other applicable laws including all goals and objectives in the City's General Plan.

LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

The layout of principal streets within the Project Area are outlined in APPENDIX B - MAP AND LEGAL DESCRIPTION.

POPULATION IN THE PROJECT AREA

The Project area was laid out to create the least amount of disruption to existing residential structures. Currently there are no residential structures within the Project Area.

BUILDING INTENSITIES IN THE PROJECT AREA

Any new development within the Project Area will be required to meet all current or amended zoning requirements and design or development standards. It is anticipated that the redevelopment of the Project Area will create multi-story office buildings, which will increase building density within the Project Area.

SECTION 5: STANDARDS THAT WILL GUIDE PROJECT AREA DEVELOPMENT

DEVELOPMENT OBJECTIVES

The Agency and City desire to create a high-quality Class A office development within the City. The Agency and City want to guide development to ensure development standards blend harmoniously with the character of the City.

DESIGN OBJECTIVES

Development within the Project Area will be held to the highest quality design and construction standards, subject to (1) appropriate elements of the City's General Plan; (2) the planning and zoning ordinances of the City; (3) other applicable building codes and ordinances of the City; (4) and Agency review to ensure consistency with this Plan.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, on and off-street parking to be provided, detail drawings of infrastructure improvements, and any other data determined to be necessary or requested by the City or the Agency.

All development shall provide an attractive environment, blend harmoniously with the adjoining areas, and provide for well-landscaped areas in relation to the new buildings. In addition, it shall maintain maximum availability of any required parking and comply with the applicable provisions of this Plan.

APPROVALS

The Agency may have the right to approve the design and construction documents of any development within the Project Area to ensure that any development within the Project Area is consistent with this Project Area Plan.

SECTION 6: HOW THE PURPOSES OF THE STATE LAW WOULD BE ATTAINED BY PROJECT AREA DEVELOPMENT

It is the intent of the Agency, with possible assistance from the City and in participation with potential developers and property owners, to accomplish the goals in this Project Area Plan, which will include development contemplated in this Project Area Plan. This will include the construction of public infrastructure, and the appropriate use of incentives permitted under the Act, to maximize this development as beneficial to the citizens of the City and the surrounding communities. This will strengthen the community's tax base through the provision of necessary goods and services demanded within the community and in furtherance of the objectives set forth in this Plan.

SECTION 7: HOW THE PROJECT AREA PLAN IS CONSISTENT WITH THE COMMUNITY'S GENERAL PLAN

This Plan and the development contemplated thereby shall conform to the City's General Plan and land use regulations. If the development requires any amendments to the existing land use regulations, or development ordinances of the City, the Agency will coordinate with the developer and City to ensure the amendments meet the purpose of this plan and provide a development acceptable to the community.

SECTION 8: DESCRIPTION OF THE SPECIFIC PROJECTS THAT ARE THE OBJECT OF THE PROPOSED PROJECT AREA DEVELOPMENT

The primary objective of the Project Area is to build a Class A office development, that will include a minimum of 169,000 square feet of Class A office space.

SECTION 9:WAYS IN WHICH PRIVATE DEVELOPERS WILL BE SELECTED TO UNDERTAKE THE PROJECT AREA DEVELOPMENT

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDCUtah, and/or from other such references.

The City and Agency will ensure that all development conforms to this Plan and is approved by the City. All potential developers will need to provide a thorough development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be pursuant to a written participation agreement approved by the Agency's governing board.

SECTION 10: REASONS FOR THE SELECTION OF THE PROJECT AREA

The Project Area was selected by the Agency as an area within the City that presents an opportunity to strengthen the economic base of the City and fulfill a public need through the investment of private capital. This area sits along a major corridor and is currently underutilized. Additionally, the development will create high paying jobs in the City. Boundaries of the Project Area were determined by the Agency after a review of a study area by members of the City's staff and consultants, and by the adoption of a survey area resolution by the Washington Terrace RDA board.

SECTION 11: DESCRIPTIONS OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA

There are no residents located within the Project Area, therefore no meaningful demographics would be available to describe social conditions within the Project Area. The Project Area consists of approximately 7.89 acres of commercial property. The Agency wants to encourage upgrades and improvements as applicable to improve the existing economic base of the City.

SECTION 12: DESCRIPTION OF ANY FINANCIAL ASSISTANCE THAT THE AGENCY ANTICIPATES OFFERING A PARTICIPANT

The following generally describes incentives which the Agency intends to offer within the Project Area to developers, participants, or property owners as incentives to improve and develop property within the Project Area:

1. The Agency intends to use the tax increment approved by agreement with the taxing entities for public infrastructure improvements, land purchase, building renovation or upgrades, certain offsite improvements, and other improvements as approved by the Agency.
2. Payments made to a developer/participant pursuant to agreements between the developer or participant and the Agency.
3. Expenditures approved and outlined in the adopted Project Area Budget.

Except where the Agency issues Bonds or otherwise borrows or receives funds, the Agency expects to pay the City, developers, or participants for the agreed amounts, in the agreed upon time frame to the extent the tax increment funds are received and available.

SECTION 13: PLAN RESTRICTIONS

This Community Reinvestment Project Area Plan does not allow the Agency to acquire real property using eminent domain.

Use of tax increment is subject to approval of the Agency's Project Area Budget and interlocal agreements with one of more of the taxing entities that levy a certified tax rate within the Project Area. The use of tax increment is essential in meeting the objectives of this Plan.

SECTION 14: ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY REINVESTMENT

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and potential creation of affordable housing opportunities in the community. The increased revenues will come from the property values associated with new construction in the area.

Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

SECTION 15: PROVISIONS FOR AMENDING THE PROJECT AREA PLAN

This Plan may be amended or modified any time by the Agency by means of the procedures established in the Act, its successor statutes, or any other procedure established by law.

APPENDIX A: PROPERTY OWNERS

Parcel ID	Acres	Property Owner
07-052-0013	1.16	Goldenwest Federal Credit Union
07-052-0061	5.80	Goldenwest Federal Credit Union
07-052-0041	0.93	Goldenwest Federal Credit Union

APPENDIX B: MAP AND LEGAL DESCRIPTION



South Pointe CRA Legal Description

North Parcel

A part of the Northeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Washington Terrace City, Weber County, Utah:

Beginning at the Northeasterly corner of a 2018 Record of Survey by Gardner Engineering located 665.54 feet North $0^{\circ}51'52''$ East along the Section Line and 508.35 feet South $89^{\circ}59'12''$ West from a Brass Cap monument found marking the East Quarter Corner of said Section 17; and running thence along the Northerly and Easterly lines of said Survey the following three courses: North $51^{\circ}45'32''$ West 310.21 feet; North $45^{\circ}44'00''$ East 65.14 feet; and North $21^{\circ}51'51''$ East 134.62 feet to a point on the Southerly Line of a 2003 Road Dedication Plat titled 'Existing Frontage Road Expansion'; thence along said Southerly Line the following two courses: South $68^{\circ}24'49''$ East 5.64 feet to a point of curvature; Southeasterly along the arc of a 273.96 foot radius curve to the right a distance of 307.46 feet (Central Angle equals $64^{\circ}18'03''$ and Long Chord bears South $36^{\circ}15'47''$ East 291.57 feet) to a point of non-tangency on the Southwesterly Line extended of a 2003 Road Dedication titled 'South Pointe Drive Road Dedication Plat'; thence along the Southwesterly Lines of said Plat the following two courses: Southwesterly along the arc of a 214.00 foot radius curve to the right a distance of 81.68 feet (Center bears North $89^{\circ}14'47''$ West, Central Angle equals $21^{\circ}52'05''$ and Long Chord bears South $11^{\circ}41'15''$ West 81.18 feet) to a point of reverse curvature; Southwesterly along the arc of a 267.50 foot radius curve to the left a distance of 48.02 feet (Central Angle equals $10^{\circ}17'11''$ and Long Chord bears South $17^{\circ}28'42''$ West 47.96 feet) to the point of beginning.

South Parcel

A part of the Northeast Quarter of Section 17, Township 5 North, Range 1 West, of the Salt Lake Base and Meridian.

Beginning at a point on the West Right-of-Way line of 375 East Street being located North $0^{\circ}52'40''$ East 665.54 feet along the East line of said Northeast Quarter and North $90^{\circ}00'00''$ West 508.34 feet from the Southeast corner of said Northeast Quarter; running thence North $51^{\circ}44'44''$ West 187.27 feet; thence South $42^{\circ}53'50''$ West 647.82 feet; thence South $0^{\circ}07'05''$ East 108.63 feet; thence North $54^{\circ}37'23''$ East 122.48 feet; thence South $35^{\circ}12'30''$ East 294.98 feet to the North Right-of-Way line of the South Ogden Canal; thence along said North Right-of-Way line the following two (2) courses: (1) North $75^{\circ}43'49''$ East 153.10 feet; (2) North $39^{\circ}59'28''$ East 81.28 feet to the West Right-of-Way line of 375 East Street; thence along said West Right-of-Way line the following four (4) courses: (1) along the arc of a 284.50 foot radius curve to the right 204.74 feet, having a Central angle of $41^{\circ}14'01''$, Chord bears North $21^{\circ}21'57''$ East 200.35 feet; (2) along the arc of a 214.00 foot radius curve to the left 187.85 feet, having a Central Angle of $50^{\circ}17'36''$, Chord bears North $16^{\circ}50'10''$ East 181.87 feet; (3) North $8^{\circ}18'38''$ West 81.37 feet; (4) along the arc of a 267.50 foot radius curve to the right 96.76 feet, having a Central Angle of $20^{\circ}35'29''$, Chord bears North $1^{\circ}59'07''$ East 96.24 feet to the point of beginning.

WASHINGTON TERRACE CITY

RESOLUTION NO. 21-04

RESOLUTION OF THE WASHINGTON TERRACE CITY REDEVELOPMENT AGENCY APPROVING AND ADOPTING THE PROJECT AREA BUDGET FOR THE SOUTH POINT COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS, the Washington Terrace City Redevelopment Agency (the "Agency") was created to transact the business and exercise the powers provided for in the current Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code Ann. 1953, as amended (the "Act"); and

WHEREAS, pursuant to the provisions of the Utah Community Reinvestment Agency Act (the "Act"), specifically Utah Code Annotated ("UCA") § 17C-5, on March 2, 2021 the Agency approved the Community Reinvestment Project Area Plan for the South Pointe Community Reinvestment Project Area (the "**Project Area**") after holding a duly-noticed public hearing; and

WHEREAS, the Agency has prepared a Project Area Budget (the "**Budget**") for the Project Area as required by the Act; and

WHEREAS, the Budget having been prepared for the Project Area pursuant to the Act, the Agency made the Budget publicly available and provided notice of the budget hearing as required by the Act; and

WHEREAS, the Agency held, on March 2, 2021, a duly-noticed public hearing pursuant to UCA § 17C-5-302 to allow public comment on the Budget and whether it should be revised, approved, or rejected; and to receive all written and hear all oral objections to the Budget; and

WHEREAS, having received and heard all commentary on and objections to the Budget submitted for its consideration, the Agency has passed upon such objections as it has received and has made such modifications, amendments, and/or emendations to the Budget as it deems appropriate, if any; and

WHEREAS, pursuant to UCA § 17C-5-304, the Budget is subject to consent by the entities that levy taxes within the Project Area that enter in to interlocal agreements with the Agency for the Project Area before the Agency may collect project area funds from the Project Area; and

WHEREAS the Agency now desires to formally adopt the Budget as the official budget for the Project Area.

NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE WASHINGTON TERRACE CITY REDEVELOPMENT AGENCY:

1. The Agency has received all comments and objections to the draft Budget.
2. The Budget attached hereto as **Exhibit A** is hereby adopted as the official budget for the South Pointe Community Reinvestment Project Area.
3. Agency staff are hereby authorized to take all actions necessary, including those actions required by UCA § 17C-5-305, to carry out the purposes of this resolution.
4. This resolution shall be effective upon adoption

IN WITNESS WHEREOF, the Governing Board of the Washington Terrace City Redevelopment Agency has approved, passed and adopted this Resolution this March 2, 2021.

Mayor Mark C. Allen, Chair
City of Washington Terrace

ATTEST:

AMY RODRIGUEZ, City Recorder, Secretary

Roll Call Vote
Board Member Scott Barker
Board Member Blair Brown
Board Member Larry Weir
Board Member Carey Seal
Board Member Jeff West

SOUTH POINTE COMMUNITY REINVESTMENT PROJECT AREA BUDGET

Washington Terrace City Redevelopment Agency

FINAL

ADOPTED MARCH 2, 2021



PREPARED BY:
RS CONTRACT
MANAGEMENT

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SECTION 1: INTRODUCTION

The Washington Terrace City Redevelopment Agency (the “Agency”), following thorough consideration of the needs and desires of Washington Terrace City (the “City”) and its residents, as well as understanding the City’s capacity for new development, has carefully crafted the Project Area Plan (the “Plan”) for the South Pointe Community Reinvestment Project Area (the “Project Area” or “CRA”). The Plan is the result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area. Pursuant to the requirements of the Act, the Agency has also created this Project Area Budget (the “Budget”). This Project Area Budget document (the “Budget”) is predicated upon certain elements, objectives and conditions outlined in the Plan and intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan.

The Project is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agencies Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have always been observed throughout the establishment of the Project Area.

This Budget is prepared in good faith as a current reasonable estimate of the economic impact of projected development within the Project Area. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this Budget represents the reasonable expectations of the Agency. The Agency makes no guarantee that the projections contained in this Budget of the Project Area Plan for the Project Area accurately reflect the future development within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, now and as may be amended; this Budget shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act. The actual amount of tax increment received by the Agency will be determined solely by interlocal agreement(s) between the Agency and the various taxing entities; this Budget does not control the flow of tax increment money, nor does it entitle the Agency to receive money from tax increment or any other source. The final details of interlocal agreements between the Agency and taxing entities may vary from the projections made in this Budget.

SECTION 2: GENERAL OVERVIEW OF PROJECT AREA BUDGET

The purpose of the Project Area Budget is to illustrate the financial framework necessary to implement the Project Area Plan. The following information will detail the anticipated sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of the Project Area Budget.

BASE YEAR VALUE

The Agency has determined that the base year property tax value for the Project Area Budget will be the total taxable value for the 2020 tax year which is estimated to be \$1,538,866. Using the 2020 tax rates established within the Project Area the property tax levied equate to \$18,474 annually.

PAYMENT TRIGGER

This Budget will have a sixteen-year (16) duration from the date of the first tax increment receipt. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which the Agency intends to begin the collection of increment. The construction date to begin the development will be early 2022, with a completion date in late 2023. The following year in which this increment will be remitted to the Agency will be Year 1. In no case will the Agency trigger increment collection after March 1, 2024.

PROJECTED TAX INCREMENT REVENUE – TOTAL GENERATION

Development within the Project Area is anticipated to commence upon favorable market conditions in 2020 and included both horizontal and vertical infrastructure and development. The contemplated development will generate significant additional property taxes above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 31st) following construction completion and Tax Increment will be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2023. It is currently estimated that during the 16-year life of the Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$6.81 million or \$4.70 million in terms of net present value (NPV).¹ This amount is over and above the \$295,585 of base taxes that the property would generate over 16 years. Limits on the amount of tax increment, if any, may be established in the interlocal agreements with the various taxing entities.

SECTION 3: PROPERTY TAX INCREMENT

PROPERTY TAX INCREMENT SHARED FOR BUDGET

While property tax increment generated within the CRA is expected to be approximately \$6.81 million over 16 years, only a portion of this increment will be shared with the Agency. It is anticipated that all taxing entities that receive property tax generated within the CRA will share at least a portion of that increment generation with the Agency. It is anticipated that all taxing entities will contribute 50% of their respective tax increment during the increment collection period. Table 4.1 shows the projected amount of tax increment to be shared with the Agency. A multi-year projection of tax increment is included in APPENDIX A.

¹ Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.

TABLE 4.1: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Weber County	50%	16 Years	\$742,525	\$512,327
Weber School District	50%	16 Years	\$1,665,573	\$1,149,212
Washington Terrace City	50%	16 Years	\$702,788	\$484,909
Weber Basin Water Conservancy District	50%	16 Years	\$41,441	\$28,593
Central Weber Sewer Improvement District	50%	16 Years	\$160,086	\$110,456
Weber County Mosquito Abatement District	50%	16 Years	\$26,681	\$18,409
Weber Area Dispatch 911 and Emergency Services District	50%	16 Years	\$68,405	\$47,198
Total Sources of Tax Increment Funds			\$3,407,499	\$2,351,105

USES OF TAX INCREMENT

Most of the tax increment collected by the Agency will be used to facilitate the costs of development within the CRA. 10% will go towards the CRA affordable housing requirement. Approximately 3% will be used to administer the CRA.

TABLE 4.2: USES OF TAX INCREMENT

Uses	Total	NPV at 4%
Redevelopment Activities (87%)	\$2,964,524	\$2,045,462
CRA Housing Requirement (10%)	\$340,750	\$235,111
Project Area Administration (3%)	\$102,225	\$70,533
Total Uses of Tax Increment Funds	\$3,407,499	\$2,351,105

PROJECTED TAX INCREMENT REMAINING WITH TAXING ENTITIES

It is anticipated that all taxing entities will receive 50% of their respective property tax increment generated within the Project Area during the increment collection period and all tax increment thereafter. The table below describes the forecasted property tax benefit that each taxing entity will retain during the duration of the Project Area Budget.

TABLE 4.3: TAX INCREMENT REMAINING FOR TAXING ENTITIES

Entity	Total	NPV at 4%
Weber County	\$742,525	\$512,327
Weber School District	\$1,665,573	\$1,149,212
Washington Terrace City	\$702,788	\$484,909
Weber Basin Water Conservancy District	\$41,441	\$28,593
Central Weber Sewer Improvement District	\$160,086	\$110,456
Weber County Mosquito Abatement District	\$26,681	\$18,409
Weber Area Dispatch 911 and Emergency Services District	\$68,405	\$47,198
Total Tax Increment to Taxing Entities	\$3,407,499	\$2,351,105

WASHINGTON TERRACE CITY REDEVELOPMENT AGENCY

RESOLUTION NO. 21-05

RESOLUTION APPROVING A INTERLOCAL AGREEMENTS FOR THE SOUTH POINTE COMMUNITY DEVELOPMENT PROJECT AREA.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “**Act**”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Washington Terrace City Redevelopment Agency (the “**Agency**”) and Weber County, the Weber School District, Washington Terrace City, Weber Basin Water Conservancy District, Central Weber Sewer Improvement District, Weber County Mosquito Abatement District, and Weber Area Dispatch 911 and Emergency Services District (together, the “**Taxing Entities**”) are “public agencies” for purposes of the Act; and

WHEREAS the Agency has adopted a Project Area Plan (the “**Plan**”) for the South Pointe Community Reinvestment Project Area (the “**Project Area**”); and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into interlocal agreements with the Taxing Entities (the “**Interlocal Agreements**”) whereby the Taxing Entities consent to the Agency receiving for an extended period of time a portion of the tax increment produced by the Taxing Entities’ levies on taxable property within the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

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

1. The Interlocal Agreements with each Taxing Entity for the Project Area, substantially in the form attached hereto as **EXHIBIT A**, are approved and shall be executed by the Agency.
2. The Chair shall make such additions, changes, and emendations as the Chair deems necessary prior to the execution of the Interlocal Agreements.
3. Pursuant to Section 11-13-202.5 of the Act, each Interlocal Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Act and upon full execution of each Interlocal Agreement, a copy thereof shall be filed immediately with the keeper of records of the Agency.

4. Each Interlocal Agreement shall be effective on the date of publication of the notice required by Section 17C-5-205, Utah Code; such notice shall be published by the Agency on behalf of each Taxing Entity according to the terms of the Interlocal Agreements.

5. This Resolution shall take effect upon adoption.

IN WITNESS WHEREOF, the Governing Board of the Washington Terrace City Redevelopment Agency has approved, passed and adopted this Resolution this March 2, 2021.

Mayor Mark C. Allen, Chair
City of Washington Terrace

ATTEST:

AMY RODRIGUEZ, City Recorder, Secretary

Roll Call Vote
Board Member Scott Barker
Board Member Blair Brown
Board Member Larry Weir
Board Member Carey Seal
Board Member Jeff West

EXHIBIT A
Form of Interlocal Agreements

**INTERLOCAL COOPERATION AGREEMENT
(South Pointe Community Reinvestment Project Area)**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into by and between the Washington Terrace Redevelopment Agency, (“Agency”), and _____ (“Taxing Entity”). The Agency and the Taxing Entity may collectively be referred to hereinafter as the “Parties” or individually as a “Party.”

RECITALS

A. The Agency is a redevelopment agency created and existing under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Utah Code Ann. §§ 17C-1-101 *et seq.*, (the “Act”) or under predecessor statutes. The Agency is authorized under the Act to conduct urban renewal, economic development, community development, and community reinvestment activities within its boundaries.

B. The governing body of the Agency adopted a Project Area Plan (the “Plan”) for the South Pointe Community Reinvestment Project Area (the “Project Area”) on March 2, 2021. The Project Area Plan, which includes the map and legal description of the Project Area, is incorporated herein by this reference.

C. The Act authorizes funding of community reinvestment project areas and plans—such as the Project Area and Plan—with property tax increment pursuant to interlocal cooperation agreements with various taxing entities that levy property taxes within a project area.

D. The Taxing Entity, as a taxing entity, now desires to consent to the Agency receiving certain tax increment generated within the Project Area and attributable to the Taxing Entity’s tax levy within the Project Area in order to provide funds to the Agency to carry out the Plan.

E. The Agency and the Taxing Entity are “public agencies” as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. Title 11 Chapter 13 (the “Interlocal Act”), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act also authorizes a taxing entity to share its tax and other revenues with other public agencies.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, covenants, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. Incorporation and Definitions. The foregoing recitals and all exhibits attached hereto are hereby made a part of this Agreement. Unless otherwise defined in this Section or in

this Agreement, terms shall have the meaning set forth in the Act. For the purposes of this Agreement, the following definitions apply:

- (a) Act: As defined in the Recitals to this Agreement.
- (b) Agency Board: The governing body of the Agency.
- (c) Agency's Share: 50 % of the Taxing Entity Tax Increment.
- (d) Base Tax Year: Defined in Section 2.1 of this Agreement
- (e) Base Taxable Value: Defined in Section 2.1 of this Agreement.
- (f) Taxing Entity Tax Increment: The Tax Increment attributable to the Taxing Entity's tax levies within the Project Area.
- (g) Collection Cap: \$ _____
- (h) County: Weber County.
- (i) Effective Date: As defined in Section 3.1 of this Agreement.
- (j) Project Area: The geographic area described in the Plan as the Project Area.
- (k) Plan: The Project Area Plan for the Project Area, as adopted and amended by the Agency Board and Washington City from time to time.
- (l) Property: All locally-assessed and centrally-assessed real and personal property.
- (m) Tax Increment: As defined in the Act, but generally referring to the difference between the amount of property tax revenues generated each tax year from Property within the Project Area using the current year assessed value of the Property and the amount of property tax revenues that would be generated each tax year by the Taxing Entities from that same Property using the Base Taxable Value of the Property.
- (n) Tax Increment Collection Period: The 16 year period commencing with the Trigger Year.
- (o) Trigger Year: Any tax year before the 2024 tax year, as determined by the Agency and evidenced by a written notice from the Agency to the Taxing Entity and to the County Auditor on or before November 1st of the year prior.

ARTICLE 2 — PAYMENT OF TAX INCREMENT

2.1. Base Year and Base Taxable Value. The Parties agree that for purposes of calculating the amount of Taxing Entity Tax Increment from the Project Area to be paid by the County Treasurer to the Agency pursuant to this Agreement, the base tax year will be 2020 (the “Base Tax Year”), and the base taxable value shall be \$1,578,866 (the “Base Taxable Value”).

2.2. Payment of Tax Increment. The Taxing Entity agrees and consents that, for each tax year during the Tax Increment Collection Period, but subject to the Collection Cap as provided in Section 2.3 *below*, the County Treasurer will pay fifty percent (50%) of Taxing Entity Tax Increment to the Agency (the “Agency’s Share”) and shall pay the remainder of Taxing Entity Tax Increment, if any, to the Taxing Entity. The County Treasurer shall continue to pay any and all tax revenues attributable to the Taxing Entity’s tax levies on the Base Taxable Value to the Taxing Entity.

2.3. Tax Increment Collection Cap. The total amount of Taxing Entity Tax Increment paid to the Agency under this Agreement will not exceed the Collection Cap defined *above*. Once the Collection Cap has been reached, the County must not pay any further Taxing Entity Tax Increment to the Agency. If the Agency receives any Taxing Entity Tax Increment in excess of the Collection Cap, the Agency will promptly refund the excess amount to the Taxing Entity.

2.4. Tax Rate Increases. The Agency will be entitled to all Taxing Entity Tax Increment resulting from any increase(s) in the tax rate of the Taxing Entity’s tax levies that occur(s) after the Base Tax Year.

2.5. Allowed Uses. The Agency may use Taxing Entity Tax Increment paid to the Agency under this Agreement to pay for any use authorized under the Act and the Plan, as determined by the Agency Board.

ARTICLE 3 — GENERAL PROVISIONS

3.1. Term and Effective Date. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-205 of the Act and shall continue through the date on which all of the final payment of Tax Increment as described herein has been paid to the Agency as provided herein (the “Effective Date”).

3.2. Consent to Project Area Budget. As required by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget adopted by the Agency for the Project Area on March 2, 2021.

3.3. No Third-Party Beneficiary. Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement

3.4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this

Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

3.5. Termination. This Agreement will terminate on the earlier of the following: (i) December 31, 2024, if the Tax Increment Collection Period has not been triggered prior to that date, as evidenced by a written notice from the Agency to the Taxing Entity and the County Auditor prior to that date; (ii) the date that the final payment of the Agency Share is made to the Agency after expiration of the Tax Increment Collection Period; or (iii) the date on which the Agency has been paid amounts under this Agreement equal to the Collection Cap.

3.6. Interlocal Cooperation Act. In satisfaction of the requirements of the Interlocal Act in connection with this Agreement, the Parties agree as follows:

(a) This Agreement shall be authorized by a resolution of the respective legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Interlocal Act.

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

(c) A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act.

(d) The term of this Agreement, including any extensions, shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Act.

(e) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(f) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(g) To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the chief administrative officer of each Party pursuant to Section 11-13-207 of the Interlocal Act.

3.7. Publication of Notice. Immediately after execution of this Agreement by the Parties, the Agency shall cause to be published a notice regarding this Agreement and the Parties' resolutions authorizing this Agreement, as provided and allowed pursuant to Section 11-13-219 of the Interlocal Act and in accordance with Section 17C-5-205 of the Act.

3.8. Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 *et seq.* (the “Immunity Act”). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

3.9. Authorization. Each of the Parties hereto represents and warrants to the others that the warranting Party has taken all steps, including the publication of public notice where necessary, in order to authorize the execution, delivery, and performance of this Agreement by each such Party.

3.10. Modification and Amendment. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by the Parties in the same manner as this Agreement was first approved.

3.11. Further Documents and Acts. Each of the Parties agrees to cooperate in good faith with the other to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the intent and transactions contemplated under this Agreement.

3.12. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof, and all prior agreements, representations, negotiations and understandings of the Parties hereto, pertaining to the subject matter hereof, are hereby superseded by this Agreement.

3.13. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach, and no extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

3.14. No Obligations to Third Parties. The Parties agree that the Agency’s obligations under this Agreement are solely to the Taxing Entity and that the Taxing Entity’s obligations under this Agreement are solely to the Agency. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

3.15. Assignment. No Party may assign its rights, duties or obligations under this Agreement without obtaining prior written consent from the other Party, which consent must be given in the same manner as this Agreement was first approved.

3.16. Governing Law and Venue. The laws of the State of Utah apply. Venue for any and all legal actions arising hereunder will lie in the District Court in and for Weber County.

3.17. Severability. If any provision of this Agreement and any related document shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future

legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby, the Parties agree that:

- (a) such holding or action will be strictly construed;
- (b) such provision will be fully severable;
- (c) this Agreement will be construed and enforced as if such provision had never comprised a part hereof;
- (d) the remaining provisions of this Agreement and related documents will remain in full force and effect and will not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- (e) in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto will use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

3.18. Survival of Certain Provisions. All provisions of this Agreement which expressly or impliedly contemplate performance after expiration or termination hereunder shall survive such expiration or termination.

3.19. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR TAXING ENTITY

_____:

By: _____

Name:

Title:

Dated: _____, 20__

Attest:

Name:

Title:

Approved as to Form and Legality:

By: _____
_____, Attorney for Taxing Entity

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR AGENCY

**WASHINGTON TERRACE
REDEVELOPMENT AGENCY**

By: _____

Name:

Title:

Dated: _____, 20__

Attest:

Name:

Title:

Approved as to Form and Legality:

By: _____

Adam S. Long, Attorney for Agency