

PUBLIC NOTICE

Notice is Hereby Given that the Tooele City Redevelopment Agency (RDA) of Tooele City, Utah, will meet in a Business Meeting, on Monday, April 3, 2019 at approximately 8:00 p.m. The Meeting will be Held in the Tooele City Hall Council Room, located at 90 North Main Street, Tooele, Utah.

1. **Open Meeting**
2. **Roll Call**
3. **RDA Resolution 2019-02** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving an Interlocal Agreement for Tax Increment Participation with Tooele City Corporation, for the Broadway Community Development Project Area, and Authorizing the Chair to Sign the Same
Presented by Mayor Debbie Winn
4. **RDA Resolution 2019-09** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving an Interlocal Agreement for Tax Increment Participation with Tooele County for the Broadway Community Reinvestment Project Area, and Authorizing the Executive Director to Sign the Same
Presented by Mayor Debbie Winn
5. **RDA Resolution 2019-10** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving an Interlocal Agreement for Tax Increment Participation with Tooele County School District, for the Broadway Community Reinvestment Project Area, and Authorizing the Executive Director to Sign the Same
Presented by Mayor Debbie Winn
6. **RDA Resolution 2019-06** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving a Real Estate Contract of Purchase and Sale with the State of Utah to Reacquire a Five-Acre Parcel From the Tooele Technical College
Presented by Mayor Debbie Winn
7. **RDA Resolution 2019-08** A Resolution of the Redevelopment Agency of Tooele City, Utah ("RDA") Approving an Interlocal Agreement for Tax Increment Participation with Tooele County for the 1000 North Retail Community Reinvestment Project Area, and Authorizing the Executive Director to Sign the Same
Presented by Mayor Debbie Winn
8. **Minutes**
January 23 & March 4
9. **Invoices**
10. **Adjourn**

Michelle Y. Pitt
Tooele City Recorder/RDA Secretary

Pursuant to the Americans with Disabilities Act, Individuals Needing Special Accommodations Should Notify Michelle Y. Pitt, Tooele City Recorder, at 843-2113 or michellep@tooelecity.org, Prior to the Meeting.

REDEVELOPMENT RDA OF TOOELE CITY, UTAH

RESOLUTION 2019-02

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) APPROVING AN INTERLOCAL AGREEMENT FOR TAX INCREMENT PARTICIPATION WITH TOOELE CITY CORPORATION, FOR THE BROADWAY COMMUNITY DEVELOPMENT PROJECT AREA, AND AUTHORIZING THE CHAIR TO SIGN THE SAME.

WHEREAS, the RDA was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment RDA Act, Title 17C of the Utah Code Annotated, as amended from time to time (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting Tooele City in development activities that are likely to advance the policies, goals, and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety, and welfare of its citizens; and,

WHEREAS, the RDA has created the Broadway Community Development Project Area (the “Project Area”), through the adoption of the Broadway Community Development Project Area Plan (the “Project Area Plan”), located within Tooele County; and,

WHEREAS, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the RDA and the City, into a mixed use commercial and affordable residential development. The RDA has not entered into any participation or development agreements with participants but anticipates that prior to development of the Project Area, the RDA may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed, using, in part, increased property tax revenues, referred to as “Tax Increment”, generated from the Project Area; and,

WHEREAS, the RDA proposes to enter into an Interlocal Agreement with the Tooele City Corporation, pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13; and,

WHEREAS, as explained further in the Project Area Plan, the RDA and/or participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and,

WHEREAS, the RDA has requested that the City, the School District, and other taxing entities within the Project Area participate in the promotion of development in the Project

Area by agreeing to remit to the RDA for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area; and,

WHEREAS, Tooele City has determined to remit such payments to the RDA, as specified herein, in order to permit the RDA to leverage private development of the Project Area; and,

WHEREAS, RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and tax increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of tax increment within the Project Area; and,

WHEREAS, the RDA has prepared the Broadway Community Development Project Area Budget (the "Project Area Budget"), which, generally speaking, outlines the anticipated generation, payment, and use of tax increment within the Project Area:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT RDA OF TOOELE CITY, UTAH, that the Interlocal Agreement attached as Exhibit A is hereby approved and that the RDA Chair is hereby authorized to execute the same.

This Resolution shall take effect immediately upon approval.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment RDA of Tooele City, Utah, this ____ day of _____, 2019.

TOOELE CITY RDA

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form: _____
Roger Evans Baker, RDA Attorney

Exhibit A

Interlocal Agreement: City-RDA

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of _____, 2019, by and between **REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH** a political subdivision of the State of Utah (the "Agency"), and **TOOELE CITY CORPORATION**, a Utah municipal corporation and charter city (the "City") as follows:

Recitals

- A. The Agency was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (the "Act" as amended from time to time), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting the City in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens.
- B. This Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13 (the "Cooperation Act").
- C. WHEREAS, the Agency has created the Broadway Community Development Project Area (the "Project Area"), through the adoption of the Broadway Community Development Project Area Plan (the "Project Area Plan"), located within the City, the boundaries of which Project Area are described in Exhibit "A" attached hereto and incorporated herein by this reference; and
- D. WHEREAS, the Project Area contains parcels of property that are vacant and underutilized, which are anticipated to be developed, with encouragement and planning by the Agency, into a residential development. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as "Tax Increment", generated from the Project Area; and
- E. As explained further in the Project Area Plan, the Agency and/or Participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and
- F. The Agency has requested that the City, the City, and other taxing entities within the Project Area, participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area.
- G. The City has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and
- H. RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and Tax Increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of Tax Increment within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B".
- I. The Agency has prepared the Broadway Community Development Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for purposes of clarification, the Project Area Budget is provided in form only, it being acknowledged that the Project Area Budget is

not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement).

Agreement Terms

1. **Tax Increment.** This Agreement refers to “**Tax Increment**” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2018). The term tax increment has the same meaning as defined by that statute (as amended, replaced or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional *ad valorem* tax revenues generated by the increase in value of taxable real and personal property within the Project Area resulting from new development and improvements on real property located within the Project Area. The City has determined to allow the Agency to receive and retain specified portions of the City’s portion of Tax Increment (the “**City’s Tax Increment Share**”) in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) administration and development of the Project Area, including for administration costs and costs for the construction and installation of infrastructure improvements and other development related costs, expenses, and incentives needed to serve the Project Area, to the fullest extent permitted by the Act.

2. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), is 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Tooele City assessment rolls for all property located within the Project Area.

3. **Agreement(s) with Participant(s).** The Agency is authorized, in the Agency’s sole discretion, to enter, or not enter, into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment, including the portion of the City’s Tax Increment Share paid to the Agency, (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)’s meeting of certain performance measures as outlined in said agreement. Any such agreement shall be consistent with the terms and conditions of this Agreement and shall require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

4. **Payment Timeline.** The first year (“**Year One**”) of payment of the City’s Tax Increment Share shall be determined by the Agency. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Ten. The Agency may trigger the collection of the City’s Tax Increment Share by timely delivering a letter or other written request to the Tooele City Finance Department Director.

5. **Payment to Agency.** Subject to Section 7 *below*, the City agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Ten, 100% of the City’s Tax Increment Share. Tooele County is authorized and instructed to pay 100% of the City’s Tax Increment Share directly to the Agency annually for each of Years One through Ten inclusive. Subject to Section 7 *below*, the Agency may use the City’s Tax Increment Share for any of the purposes set forth in the Project Area Plan and Project Area Budget (as such may be amended from time to time under the applicable provisions of the Act).

6. **Rebate to City.** For Years One- Year 5, the Agency shall retain 100% of the City’s Tax Increment share for any of the purposes set forth in the Project Area Plan and Project Area Budget (as such may be amended from time to time under the applicable provisions of the Act.) for Years 6- Year 10, The Agency shall pay the City an amount equal to 50% of the City’s Tax Increment share.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than \$125,000 of the City's Tax Increment Share. To be clear, the amount "retained" is the amount kept by the Agency after rebating the amounts due under Section 7 above. If the Agency receives more than \$125,000 that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the City the amount in excess of the permitted \$125,000 cap, and (ii) notify Tooele City that the Agency's right to receive any further payment of the City's Tax Increment Share under this Agreement has terminated. The City makes no guarantee or assurance that \$125,000 of the City's Tax Increment Share will be available for the Agency to retain; the \$125,000 amount is solely a maximum collection cap, not a guaranteed amount.

8. **Property Tax Revenue/Rate Increase.** This Agreement provides for the payment of Tax Increment collected from the Project Area by Tooele County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County on behalf of the County from the Project Area. Unless the City specifically consents in writing through an amendment to this Agreement or in a separate agreement, the Parties agree that the Agency will not be entitled to any portion of Tax Increment resulting from an increase in the tax rate of the City's tax levies that occurs after the Base Tax Year that is attributable to a tax rate increase enacted pursuant to the requirements of Utah Code Ann. § 59-2-919 (i.e., a Truth-in-Taxation tax rate increase); however, the rate attributable to the issuance of bonds is not considered a tax rate increase, and therefore the Agency will be entitled to that portion of Tax Increment resulting from bond levies, even if such levies were or are enacted after the Base Tax Year.

9. **No Independent Duty.** The City shall have no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the City's Tax Increment Share on an annual basis from and including Year One through and including Year Twenty.

10. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and 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 transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the City:

Tooele City
Attn: Mayor
90 N Main Street
Tooele UT 84074

If to Agency:

Tooele City RDA
Attn: Executive Director
90 N Main Street
Tooele UT 84074

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement, including the recitals, is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties, executed by an agent duly authorized to do so, or as otherwise expressly permitted herein. This Agreement, including the recitals, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

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

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. 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.

20. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Tooele City, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the City cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

23. **Duration.** This Agreement shall terminate upon the first to occur of either (i) the final payment of Tax Increment to the Agency for Year Twenty, or (ii) the Agency has retained, as provided in Sections 6 and 7 *above*, the amount of \$3,800,000.00 from the City's Tax Increment Share.

24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2043.

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

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Redevelopment Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement;
- f. Immediately after execution of this Agreement by both parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act; and
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Cooperation Agreement on the day specified above.

City: TOOELE CITY CORPORATION

Attest:

By: _____
Mayor

City Recorder

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for City

Agency: REDEVELOPMENT AGENCY OF TOOELE CITY,
UTAH

Attest:

By: _____
Executive Director

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Project Area Description

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

REDEVELOPMENT RDA OF TOOELE CITY, UTAH

RESOLUTION 2019-09

A RESOLUTION OF THE REDEVELOPMENT RDA OF TOOELE CITY, UTAH (“RDA”) APPROVING AN INTERLOCAL AGREEMENT FOR TAX INCREMENT PARTICIPATION WITH TOOELE COUNTY FOR THE BROADWAY COMMUNITY REINVESTMENT PROJECT AREA, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE SAME.

WHEREAS, the RDA was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment RDA Act, Title 17C of the Utah Code Annotated, as amended from time to time (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting Tooele City in development activities that are likely to advance the policies, goals, and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety, and welfare of its citizens; and,

WHEREAS, the RDA has created the Broadway Community Development Project Area (the “Project Area”), through the adoption of the Broadway Community Development Project Area Plan (the “Project Area Plan”), located within Tooele County; and,

WHEREAS, the Project Area contains a significant amount of vacant and underutilized parcels, including the dilapidated Broadway Hotel, which are anticipated to be developed, with encouragement and planning by the RDA and the City, into a mixed use commercial and affordable residential development. The RDA has not entered into any participation or development agreements with participants but anticipates that prior to development of the Project Area, the RDA may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed, using, in part, increased property tax revenues, referred to as “Tax Increment”, generated from the Project Area; and,

WHEREAS, the RDA proposes to enter into an Interlocal Agreement with Tooele County, pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13; and,

WHEREAS, as explained further in the Project Area Plan, the RDA and/or participant(s) will incur significant costs and expenses relating to land assembly and/or provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and,

WHEREAS, the RDA has requested that the City, Tooele County, and other taxing entities within the Project Area participate in the promotion of development in the Project

Area by agreeing to remit to the RDA for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area; and,

WHEREAS, the School District has determined to remit such payments to the RDA, as specified herein, in order to permit the RDA to leverage private development of the Project Area; and,

WHEREAS, RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and tax increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of tax increment within the Project Area; and,

WHEREAS, the RDA has prepared the Broadway Community Reinvestment Project Area Budget (the "Project Area Budget"), which, generally speaking, outlines the anticipated generation, payment, and use of tax increment within the Project Area:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT RDA OF TOOELE CITY, UTAH, that the Interlocal Agreement attached as Exhibit A is hereby approved and that the RDA Executive Director is hereby authorized to execute the same.

This Resolution shall take effect immediately upon approval.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment RDA of Tooele City, Utah, this ____ day of _____, 2019.

TOOELE CITY RDA

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form:

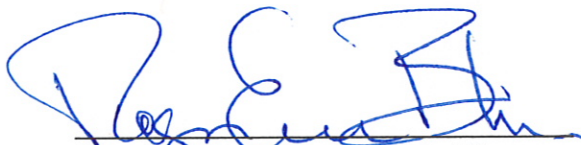

Roger Evans Baker, RDA Attorney

Exhibit A

Interlocal Agreement

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of _____, 2019, by and between **REDEVELOPMENT AGENCY OF TOOELE CITY**, a political subdivision of the State of Utah (the “**Agency**”), and **TOOELE COUNTY**, a Utah municipal corporation (the “**County**”) as follows:

Recitals

A. The Agency was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (the “**Act**” as amended from time to time), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act.

B. This Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13 (the “**Cooperation Act**”).

C. The Agency has created the Broadway Community Development Project Area (the “**Project Area**”), through the adoption of the Broadway Community Development Project Area Plan (the “**Project Area Plan**”), located within the City, the boundaries of which Project Area are described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. The Project Area contains parcels of property that are vacant and underutilized, which are anticipated to be developed, with encouragement and planning by the Agency, into a residential development. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as “**Tax Increment**”, generated from the Project Area; and

E. As explained further in the Project Area Plan, the Agency and/or Participant(s) will incur significant costs and expenses relating to land assembly, building renovation, and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and

F. The Agency has requested that the County, and other taxing entities within the Project Area, participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period specified portions of the Tax Increment which will be generated from within the Project Area.

G. The County has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

H. The Agency has prepared a Project Area Plan, which is attached as Exhibit “B”.

I. The Agency has prepared the Broadway Community Development Project Area Budget (the “**Project Area Budget**”), a copy of which is attached as Exhibit “C”, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for purposes of clarification, the Project Area Budget is provided in form only, it being acknowledged that the Project Area Budget is not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement).

Agreement Terms

1. **Tax Increment.** This Agreement refers to “**Tax Increment**” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2018). The term tax increment has the same meaning as defined by that statute (as amended, replaced or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional *ad valorem* tax revenues generated by the increase in value of taxable real and personal property within the Project Area resulting from new development and improvements on real property located within the Project Area. The County has determined to allow the Agency to receive and retain specified portions of the County’s portion of Tax Increment (the “**County’s Tax Increment Share**”) in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) administration and development of the Project Area, including for administration costs and costs for the construction and installation of infrastructure improvements and other development related costs, expenses, and incentives needed to serve the Project Area, to the fullest extent permitted by the Act.

2. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), is 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Tooele City assessment rolls for all property located within the Project Area.

3. **Agreement(s) with Participant(s).** The Agency is authorized, in the Agency’s sole discretion, to enter, or not enter, into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment, including the portion of the County’s Tax Increment Share paid to the Agency, (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)’s meeting of certain performance measures as outlined in said agreement. Any such agreement shall be consistent with the terms and conditions of this Agreement and shall require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

4. **Payment Timeline.** The first year (“**Year One**”) of payment of the County’s Tax Increment Share shall be determined by the Agency. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Ten. The Agency may trigger the collection of the County’s Tax Increment Share by timely delivering a letter or other written request to the Tooele County Auditor’s office.

5. **Payment to Agency.** Subject to Section 7 *below*, the County agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Ten, **100%** of the County’s Tax Increment Share. Tooele County is authorized and instructed to pay **100%** of the County’s Tax Increment Share directly to the Agency annually for each of Years One through Ten inclusive. Subject to Section 7 *below*, the Agency may use the County’s Tax Increment Share for any of the purposes set forth in the Project Area Plan and Project Area Budget (as such may be amended from time to time under the applicable provisions of the Act).

6. **Rebate to City.** Before expending any of the County’s Tax Increment Share received annually, the Agency must first pay to the County an amount equal to **25%** of the County’s Tax Increment Share for years one thru ten.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than **\$39,000** of the County's Tax Increment Share. To be clear, the amount "retained" is the amount kept by the Agency after rebating the amounts due under Section 7 above. If the Agency receives more than **\$39,000** that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the County the amount in excess of the permitted **\$39,000** cap, and (ii) notify Tooele County that the Agency's right to receive any further payment of the County's Tax Increment Share under this Agreement has terminated. The County makes no guarantee or assurance that **\$39,000** of the County's Tax Increment Share will be available for the Agency to retain; the **\$39,000** amount is solely a maximum collection cap, not a guaranteed amount.

8. **Property Tax Revenue/Rate Increase.** This Agreement provides for the payment of Tax Increment collected from the Project Area by Tooele County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes collected by the County on behalf of the County from the Project Area. Unless the County specifically consents in writing through an amendment to this Agreement or in a separate agreement, the Parties agree that the Agency will not be entitled to any portion of Tax Increment resulting from an increase in the tax rate of the County's tax levies that occurs after the Base Tax Year that is attributable to a tax rate increase enacted pursuant to the requirements of Utah Code Ann. § 59-2-919 (i.e., a Truth-in-Taxation tax rate increase); however, the rate attributable to the issuance of bonds is not considered a tax rate increase, and therefore the Agency will be entitled to that portion of Tax Increment resulting from bond levies, even if such levies were or are enacted after the Base Tax Year.

9. **No Independent Duty.** The County shall have no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the County's Tax Increment Share on an annual basis from and including Year One through and including Year Ten.

10. **Authority to Bind.** Everyone executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and 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 transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the County:
Tooele County Commission
Attn: Chairman
47 South Main Street
Tooele UT 84074

If to Agency:
Tooele City RDA
Attn: Executive Director
90 N Main Street

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement, including the recitals, is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties, executed by an agent duly authorized to do so, or as otherwise expressly permitted herein. This Agreement, including the recitals, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

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

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. 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.

20. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Tooele City, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the

County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

23. **Duration.** This Agreement shall terminate upon the first to occur of either (i) the final payment of Tax Increment to the Agency for Year Ten, or (ii) the Agency has retained, as provided in Sections 6 and 7 above, the amount of \$39,000 from the County's Tax Increment Share.

24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2032.

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

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Executive Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement;
- f. Immediately after execution of this Agreement by both parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act; and
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such

provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Cooperation Agreement on the day specified above.

City: TOOELE COUNTY

Attest:

By: _____
Chairman

County Recorder

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for County

Agency: REDEVELOPMENT AGENCY OF TOOELE CITY

Attest:

By: _____
Chairman

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Project Area Description

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

REDEVELOPMENT RDA OF TOOELE CITY, UTAH

RESOLUTION 2019-10

A RESOLUTION OF THE REDEVELOPMENT RDA OF TOOELE CITY, UTAH (“RDA”) APPROVING AN INTERLOCAL AGREEMENT FOR TAX INCREMENT PARTICIPATION WITH THE TOOELE COUNTY SCHOOL DISTRICT, FOR THE BROADWAY COMMUNITY REINVESTMENT PROJECT AREA, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE SAME.

WHEREAS, the RDA was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment RDA Act, Title 17C of the Utah Code Annotated, as amended from time to time (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting Tooele City in development activities that are likely to advance the policies, goals, and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety, and welfare of its citizens; and,

WHEREAS, the RDA has created the Broadway Community Development Project Area (the “Project Area”), through the adoption of the Broadway Community Development Project Area Plan (the “Project Area Plan”), located within Tooele County; and,

WHEREAS, the Project Area contains a significant amount of vacant and underutilized parcels, including the dilapidated Broadway Hotel, which are anticipated to be developed, with encouragement and planning by the RDA and the City, into a mixed use commercial and affordable residential development. The RDA has not entered into any participation or development agreements with participants but anticipates that prior to development of the Project Area, the RDA may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed, using, in part, increased property tax revenues, referred to as “Tax Increment”, generated from the Project Area; and,

WHEREAS, the RDA proposes to enter into an Interlocal Agreement with the Tooele County School District, pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13; and,

WHEREAS, as explained further in the Project Area Plan, the RDA and/or participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and,

WHEREAS, the RDA has requested that the City, the School District, and other taxing entities within the Project Area participate in the promotion of development in the Project

Area by agreeing to remit to the RDA for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area; and,

WHEREAS, the School District has determined to remit such payments to the RDA, as specified herein, in order to permit the RDA to leverage private development of the Project Area; and,

WHEREAS, RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and tax increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of tax increment within the Project Area; and,

WHEREAS, the RDA has prepared the Broadway Community Reinvestment Project Area Budget (the "Project Area Budget"), which, generally speaking, outlines the anticipated generation, payment, and use of tax increment within the Project Area:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT RDA OF TOOELE CITY, UTAH, that the Interlocal Agreement attached as Exhibit A is hereby approved and that the RDA Chair is hereby authorized to execute the same.

This Resolution shall take effect immediately upon approval.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment RDA of Tooele City, Utah, this ____ day of _____, 2019.

TOOELE CITY RDA

(For)

(Against)

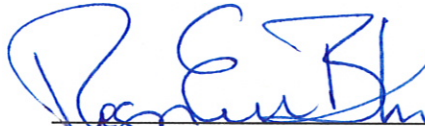
ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form:



Roger Evans Baker, RDA Attorney

Exhibit A

Interlocal Agreement

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered effective as of _____, 2019, by and between **REDEVELOPMENT AGENCY OF TOOELE CITY**, a political subdivision of the State of Utah (the “**Agency**”), and **TOOELE COUNTY SCHOOL DISTRICT**, a Utah municipal corporation (the “**District**”) as follows:

Recitals

A. The Agency was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (the “**Act**” as amended from time to time), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act.

B. This Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13 (the “**Cooperation Act**”).

C. The Agency has created the Broadway Community Development Project Area (the “**Project Area**”), through the adoption of the Broadway Community Development Project Area Plan (the “**Project Area Plan**”), located within the City, the boundaries of which Project Area are described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. The Project Area contains parcels of property that are vacant and underutilized, which are anticipated to be developed, with encouragement and planning by the Agency, into a residential development. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as “**Tax Increment**”, generated from the Project Area; and

E. As explained further in the Project Area Plan, the Agency and/or Participant(s) will incur significant costs and expenses relating to land assembly, building renovation and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and

F. The Agency has requested that the District, and other taxing entities within the Project Area, participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period specified portions of the Tax Increment which will be generated from within the Project Area.

G. The District has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

H. The Agency has prepared a Project Area Plan, which is attached as Exhibit “B”.

I. The Agency has prepared the Broadway Community Development Project Area Budget (the “**Project Area Budget**”), a copy of which is attached as Exhibit “C”, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for purposes of clarification, the Project Area Budget is provided in form only, it being acknowledged that the Project Area Budget is not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement).

Agreement Terms

1. **Tax Increment.** This Agreement refers to “**Tax Increment**” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2018). The term tax increment has the same meaning as defined by that statute (as amended, replaced or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional *ad valorem* tax revenues generated by the increase in value of taxable real and personal property within the Project Area resulting from new development and improvements on real property located within the Project Area. The District has determined to allow the Agency to receive and retain specified portions of the District’s portion of Tax Increment (the “**District’s Tax Increment Share**”) in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) administration and development of the Project Area, including for administration costs and costs for the construction and installation of infrastructure improvements and other development related costs, expenses, and incentives needed to serve the Project Area, to the fullest extent permitted by the Act.

2. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), is 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Tooele City assessment rolls for all property located within the Project Area.

3. **Agreement(s) with Participant(s).** The Agency is authorized, in the Agency’s sole discretion, to enter, or not enter, into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment, including the portion of the District’s Tax Increment Share paid to the Agency, (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)’s meeting of certain performance measures as outlined in said agreement. Any such agreement shall be consistent with the terms and conditions of this Agreement and shall require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

4. **Payment Timeline.** The first year (“**Year One**”) of payment of the District’s Tax Increment Share shall be determined by the Agency. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as **Year Two through Year Ten**. The Agency may trigger the collection of the District’s Tax Increment Share by timely delivering a letter or other written request to the Tooele County Auditor’s office.

5. **Payment to Agency.** Subject to Section 7 *below*, the District agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Ten, **100%** of the District’s Tax Increment Share. Tooele County is authorized and instructed to pay **100%** of the District’s Tax Increment Share directly to the Agency annually for each of Years One through Ten inclusive. Subject to Section 7 *below*, the Agency may use the District’s Tax Increment Share for any of the purposes set forth in the Project Area Plan and Project Area Budget (as such may be amended from time to time under the applicable provisions of the Act).

6. **Rebate to District.** Before expending any of the District’s Tax Increment Share received annually, the Agency must first pay to the District an amount equal to **25%** of the District’s Tax Increment Share for years one thru ten.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than **\$242,000** of the District's Tax Increment Share. To be clear, the amount "retained" is the amount kept by the Agency after rebating the amounts due under Section 7 above. If the Agency receives more than **\$242,000** that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the District the amount in excess of the permitted **\$242,000** cap, and (ii) notify Tooele County that the Agency's right to receive any further payment of the District's Tax Increment Share under this Agreement has terminated. The District makes no guarantee or assurance that **\$242,000** of the District's Tax Increment Share will be available for the Agency to retain; the **\$242,000** amount is solely a maximum collection cap, not a guaranteed amount.

8. **Property Tax Revenue/Rate Increase.** This Agreement provides for the payment of Tax Increment collected from the Project Area by Tooele County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes collected by the County on behalf of the District from the Project Area. Unless the District specifically consents in writing through an amendment to this Agreement or in a separate agreement, the Parties agree that the Agency will not be entitled to any portion of Tax Increment resulting from an increase in the tax rate of the District's tax levies that occurs after the Base Tax Year that is attributable to a tax rate increase enacted pursuant to the requirements of Utah Code Ann. § 59-2-919 (i.e., a Truth-in-Taxation tax rate increase); however, the rate attributable to the issuance of bonds is not considered a tax rate increase, and therefore the Agency will be entitled to that portion of Tax Increment resulting from bond levies, even if such levies were or are enacted after the Base Tax Year.

9. **No Independent Duty.** The District shall have no independent duty to pay any amount to the Agency other than to direct and cause the County to pay to the Agency the District's Tax Increment Share on an annual basis from and including Year One through and including Year Ten.

10. **Authority to Bind.** Everyone executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and 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 transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the District:
Tooele County School District
Attn: Superintendent
92 Lodestone Way
Tooele UT 84074

If to Agency:
Tooele City RDA
Attn: Executive Director
90 N Main Street

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement, including the recitals, is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties, executed by an agent duly authorized to do so, or as otherwise expressly permitted herein. This Agreement, including the recitals, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

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

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. 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.

20. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Tooele City, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the

District shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

23. **Duration.** This Agreement shall terminate upon the first to occur of either (i) the final payment of Tax Increment to the Agency for Year **Ten**, or (ii) the Agency has retained, as provided in Sections 6 and 7 *above*, the amount of **\$242,000** from the District's Tax Increment Share.

24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2032.

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

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Executive Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement;
- f. Immediately after execution of this Agreement by both parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act; and
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such

provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Cooperation Agreement on the day specified above.

City: TOOELE COUNTY SCHOOL DISTRICT

Attest:

By: _____
Board President

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for School District

Agency: REDEVELOPMENT AGENCY OF TOOELE CITY

Attest:

By: _____
Chairman

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Project Area Description

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2019-06

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) APPROVING A REAL ESTATE CONTRACT OF PURCHASE AND SALE WITH THE STATE OF UTAH TO REACQUIRE A FIVE-ACRE PARCEL FROM THE TOOELE TECHNICAL COLLEGE.

WHEREAS, on October 4, 2017, the Redevelopment Agency of Tooele City, Utah, (RDA) approved RDA Resolution 2017-07 authorizing the sale by the RDA of a five-acre parcel to the State of Utah, for a business resource center as part of its technical college program, in association with the Tooele Technical College (TTC, formerly the Tooele Applied Technology College) (see Resolution 2017-07, without exhibits, attached as Exhibit A); and,

WHEREAS, TTC leadership has moved away from the need for a business resource center, no longer needs the property purchased under Resolution 2017-07, and desires for the RDA to reacquire the property for the original sale price of \$360,000, with which funds the TTC plans to acquire different property for the contiguous expansion of the TTC campus; and,

WHEREAS, Tooele City and the RDA support the TTC in its campus and program expansion initiatives, finding it to be in the best interest of the community to further develop educational and vocational programs available to Tooele City and community residents; and,

WHEREAS, the Real Estate Contract of Purchase and Sale by which the reacquisition will take place is attached hereto as Exhibit B:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the Real Estate Contract of Purchase and Sale, attached as Exhibit B, is hereby approved, and the RDA Executive Director is hereby authorized to execute the same.

This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment Agency of Tooele City, Utah, this ____ day of _____, 2019.

TOOELE CITY RDA

(For)

(Against)

ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form: _____
Roger Evans Baker, RDA Attorney

EXHIBIT A

RDA Resolution 2017-07
(2 pages)

Exhibit B

Real Estate Contract of Purchase and Sale

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH

RESOLUTION 2017-07

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH ("RDA") APPROVING A REAL ESTATE CONTRACT OF PURCHASE AND SALE WITH THE STATE OF UTAH FOR A BUSINESS RESOURCE CENTER.

WHEREAS, the State of Utah, as part of its technical college program, in association with the Tooele Technical College (formerly the Tooele Applied Technology College), desires to purchase 5.0 acres from the RDA for the construction of a Business Resource Center in the Education Center at the Tooele City Commercial Park; and,

WHEREAS, Tooele City desires that the property be sold by the RDA to the State of Utah to further the City's and the State's education and economic development objectives; and,

WHEREAS, the agreed-to purchase price for the 5-acre parcel is \$360,000, which is consistent with a recent appraisal of the Commercial Park property; and,

WHEREAS, the Real Estate Contract of Purchase and Sale under which the sale will take place is attached hereto as Exhibit A:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH, that the Real Estate Contract of Purchase and Sale, attached as Exhibit A, is hereby approved, and the RDA Chairman is hereby authorized to execute the same.

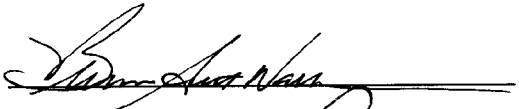

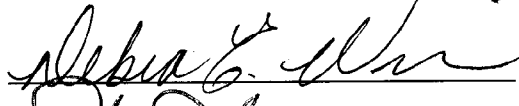


This Resolution is necessary for the immediate preservation of the peace, health, safety, or welfare of Tooele City and shall become effective upon passage, without further publication, by authority of the Tooele City Charter.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment Agency of Tooele City, Utah, this 4th day of October, 2017.

TOOELE CITY RDA

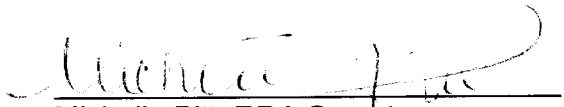
(For)

(Against)

	_____
	_____
	_____
	_____
	_____

ABSTAINING: _____


ATTEST:


Michelle Pitt, RDA Secretary

SEAL



Approved as to Form:


Roger Evans Baker, RDA Attorney

STATE OF UTAH
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT

REAL ESTATE CONTRACT OF PURCHASE AND SALE

SELLER:

TOOELE TECHNICAL COLLEGE
88 South Tooele Blvd
Tooele, Utah 84074

and

BUYER:

REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH
90 North Main Street
Tooele, Utah 84074

PROPERTY LOCATED AT:

Approximately 250 South Tooele Blvd., Tooele, Utah 84074
APN: 02-009-0-0093

PURCHASE PRICE: \$360,000.00

Total Acres: 5.0 acres

REAL ESTATE CONTRACT OF PURCHASE AND SALE

CONTRACT NO. _____

THIS CONTRACT, made this ____ day of _____, 2019 (hereinafter referred to as the “Effective Date”), by and between the Redevelopment Agency of Tooele City, Utah whose address is 90 North Main Street, Tooele, Utah, hereinafter described as the BUYER and the Tooele Technical College whose address is 88 South Tooele Blvd., Tooele, Utah, hereinafter described as the SELLER.

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

SECTION 1. PROPERTY:

1.1 For good and valuable consideration acknowledged by the parties, SELLER agrees to sell and convey, by Special Warranty Deed in fee simple with the improvements thereon, both Real Property and Personal Property, and the BUYER agrees to purchase, with the improvements thereon, both Real Property and Personal Property, located at 250 South Tooele Boulevard, Tooele City, County of Tooele, State of Utah, and more particularly described in Exhibit “A” attached hereto and by this reference incorporated herein along with the property interest and rights described in Subsection 1.2 below.

The Property contains APPROXIMATELY 5.0 ACRES.

1.2 This sale includes all right, title, and interest, if any, of the SELLER in and to the Property described in Subsection 1.1 above, including any easements or encumbrances existing thereon. SELLER will execute and deliver to BUYER, on closing of title, all proper instruments for conveyance of such fee title by Special Warranty Deed. For purposes of this Contract, the property, interests and rights described in Subsection 1.1 above and the property, interest and rights described in this Subsection 1.2 shall be referred to in this Contract as the “Property.”

SECTION 2. PRICE AND PAYMENT:

2.1 The BUYER covenants, promises and agrees to pay and satisfy to SELLER, as for the purchase price of the Property, the sum of Three Hundred Sixty Thousand Dollars (\$360,000.00) “Purchase Price”.

SECTION 3. CLOSING:

3.1 It is understood and agreed that the closing of this transaction will be on or about April 18th, 2019 (“Closing”) and shall be completed by SELLER providing a signed Special Warranty Deed to BUYER in exchange for BUYER providing to SELLER a certified check, cashier’s check or other acceptable funds approved in advance by SELLER, for the Purchase Price of the Property

SECTION 4. TITLE APPROVAL:

4.1 SELLER represents that SELLER has fee simple title to the Property and will convey good and marketable title to BUYER at Closing.

SECTION 5. REPRESENTATIONS:

5.1 SELLER has the full right, power and authority to enter into this Contract and to cause the same to create a legal and binding obligation of SELLER in accordance with the terms of the Contract and to convey fee simple title to the Property to BUYER.

5.2 Upon Closing, there will be no oral or written lease, agreement or contract, any of which at any tier, in any way affecting or related to the Property.

SECTION 6. UTILITIES:

6.1 The Property is vacant and unimproved; accordingly, there are no utilities on or currently serving the Property.

SECTION 7. BUYER'S ACCESS TO THE PROPERTY AND INSPECTION:

7.1 BUYER and its agents shall have complete access to the Property to inspect it and to ascertain site conditions upon execution of this Contract by SELLER. BUYER and its agents shall also have the right to enter onto the Property for the purpose of performing boring tests, engineering or topographic tests, an environmental assessment and/or other studies upon or of the Property. SELLER does hereby grant, upon execution of this Contract by SELLER, to BUYER a license to enter upon the Property for inspection and all other purposes associated with such testing and assessment, including invasive testing. BUYER shall take reasonable steps to minimize any damage which may be caused by such inspections. BUYER must, at its own expense, promptly repair any damage caused by its investigation of the Property.

SECTION 8. GOVERNANCE:

This Contract shall be governed by the laws, rules, and regulations of the State of Utah.

SECTION 9. ATTORNEY'S FEES:

In the event of any action, proceeding or litigation in a Court of competent jurisdiction, each party shall be responsible for its own costs and attorney’s fees.

SECTION 10. MANNER OF GIVING NOTICE:

Any notice to be given by either party to the other pursuant to the provisions of this Contract or of any law, present or future, shall be in writing and delivered personally to the Party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the Party for whom it is intended at the address stated below or such other address as it may have designated in writing. Such notices shall be given to the SELLER and BUYER, respectively, at the following addresses:

BUYER:

Redevelopment Agency of Tooele City, Utah
90 North Main Street
Tooele, Utah 84074

With a copy to:

Tooele City Attorney
90 North Main
Tooele, Utah 84074

SELLER:

Tooele Technical College
88 South Tooele Blvd
Tooele, Utah 84074

With a copy to:

State of Utah – DFCM
Attn: Real Estate Manger
450 North State Office Bldg #4110
Salt Lake City, UT 84114

SECTION 11. BROKERAGE--SALES COMMISSION:

No brokerage or sales commission shall be paid by either SELLER or BUYER.

SECTION 12. ENTIRE AGREEMENT:

This Contract constitutes the entire agreement between the Parties and supersedes any and all other prior and contemporaneous agreements and understandings between the Parties, whether oral or written.

SECTION 13. MARGINAL CAPTIONS:

The various headings and numbers herein and the grouping of the provisions of this Contract into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part hereof. Section captions shall not in any way limit, modify, or alter the provisions in the section.

SECTION 14. TIME

Time is of the essence with respect to each and every term, condition, obligation and provision hereof.

WITNESS WHEREOF, BUYER and SELLER have duly executed this Contract on the date first above written.

BUYER

Redevelopment Agency of Tooele City, Utah

Executive Director Date

Attest:

Secretary

Approved as to Form:

Tooele City Attorney

SELLER

Tooele Technical College

Paul Hacking Date
President

State of Utah, Division of Facilities
Management and Construction

Lee Fairbourn Date
Real Estate Manager

Exhibit "A"

Parcel 1

THAT PORTION OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LYING NORTHWESTERLY OF TOOEELE BOULEVARD AND WESTERLY OF TOOEELE CITY COMMERCIAL PARK PHASE 6 AND SOUTHWESTERLY OF TOOEELE CITY COMMERCIAL PARK PHASE I AND SOUTHEASTERLY OF TOOEELE CITY COMMERCIAL PARK PHASE III.

LESS AND EXCEPTING THEREFROM THAT PARCEL CONVEYED TO THE REDEVELOPMENT AGENCY OF TOOEELE CITY BY THAT CERTAIN QUITCLAIM DEED RECORDED APRIL 28, 1998 AS ENTRY NO. 110686 IN BOOK 503 AT PAGE 462 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 7 OF THE TOOEELE CITY COMMERCIAL PARK PHASE 1 AND RUNNING THENCE NORTH $53^{\circ}10'42''$ EAST ALONG THE NORTH LINE OF SAID LOT 7, 329.93 FEET TO THE NORTHEAST CORNER OF SAID LOT 7 AND AT A POINT ON A CURVE TO THE LEFT THE RADIUS POINT OF WHICH IS NORTH $61^{\circ}00'11''$ EAST 530.00 FEET AND SAID POINT ALSO BEING ON THE WEST LINE OF MILLBURN DRIVE; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST LINE AND THROUGH A DELTA ANGLE OF $7^{\circ}49'29''$, 72.38 FEET TO A POINT OF TANGENCY; THENCE SOUTH $36^{\circ}49'18''$ EAST ALONG SAID WEST LINE AND THE WEST LINE OF A PROPOSED EXTENSION OF MILLBURN DRIVE 537.08 FEET TO A POINT OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE AND THROUGH A DELTA ANGLE OF $91^{\circ}33'52''$, 63.92 FEET TO A POINT OF A REVERSE CURVE TO THE LEFT AND ON THE NORTH LINE OF A PROPOSED STREET, THE RADIUS POINT OF SAID CURVE BEING SOUTH $35^{\circ}15'26''$ EAST 1084.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND PROPOSED NORTH No. NCS-861593-SLC1 Page 3 LINE AND THROUGH A DELTA ANGLE OF $15^{\circ}07'58''$, 286.30 FEET; THENCE NORTH $36^{\circ}49'18''$ WEST AND ALONG THE WEST LINE OF SAID LOT 7, 679.15 FEET TO THE POINT OF BEGINNING.

REDEVELOPMENT RDA OF TOOELE CITY, UTAH

RESOLUTION 2019-08

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF TOOELE CITY, UTAH (“RDA”) APPROVING AN INTERLOCAL AGREEMENT FOR TAX INCREMENT PARTICIPATION WITH TOOELE COUNTY FOR THE 1000 NORTH RETAIL COMMUNITY REINVESTMENT PROJECT AREA, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO SIGN THE SAME.

WHEREAS, the RDA was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment RDA Act, Title 17C of the Utah Code Annotated, as amended from time to time (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting Tooele City in development activities that are likely to advance the policies, goals, and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety, and welfare of its citizens; and,

WHEREAS, the RDA has created the 1000 North Retail Community Reinvestment Project Area (the “Project Area”), through the adoption of the 1000 North Retail Community Reinvestment Project Area Plan (the “Project Area Plan”), located within Tooele County; and,

WHEREAS, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the RDA and the City, into a mixed use commercial and residential development. The RDA has not entered into any participation or development agreements with participants but anticipates that prior to development of the Project Area, the RDA may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed, using, in part, increased property tax revenues, referred to as “Tax Increment”, generated from the Project Area; and,

WHEREAS, the RDA proposes to enter into an Interlocal Agreement with the Tooele County, pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13; and,

WHEREAS, as explained further in the Project Area Plan, the RDA and/or participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and,

WHEREAS, the RDA has requested that the City, the County, and other taxing entities within the Project Area participate in the promotion of development in the Project Area by

Area by agreeing to remit to the RDA for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area; and,

WHEREAS, the County has determined to remit such payments to the RDA, as specified herein, in order to permit the RDA to leverage private development of the Project Area; and,

WHEREAS, RS Contract Management, an independent consulting firm with substantial experience regarding community development projects and tax increment financing across the State of Utah, prepared the Project Area Plan and provided a report regarding the need and justification for the investment of tax increment within the Project Area; and,

WHEREAS, the RDA has prepared the Broadway Community Reinvestment Project Area Budget (the "Project Area Budget"), which, generally speaking, outlines the anticipated generation, payment, and use of tax increment within the Project Area:

NOW, THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT RDA OF TOOELE CITY, UTAH, that the Interlocal Agreement attached as Exhibit A is hereby approved and that the RDA Executive Director is hereby authorized to execute the same.

This Resolution shall take effect immediately upon approval.

IN WITNESS WHEREOF, this Resolution is passed by the Redevelopment RDA of Tooele City, Utah, this ____ day of _____, 2019.

TOOELE CITY RDA

(For)

(Against)


ABSTAINING: _____

ATTEST:

Michelle Y. Pitt, RDA Secretary

S E A L

Approved as to Form:



Roger Evans Baker, RDA Attorney

Exhibit A

Interlocal Agreement: City-RDA

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is entered into effective as of _____, 2019, by and between the **REDEVELOPMENT AGENCY OF TOOEELE CITY**, a political subdivision of the State of Utah (the “**Agency**”), and **TOOEELE COUNTY**, a political subdivision of the State of Utah (the “**County**”) as follows:

Recitals

A. The Agency was created and organized pursuant to the provisions of the statutes currently codified as the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (the “**Act**” as amended from time to time), and is authorized and empowered under the Act to undertake, among other things, various community development and reinvestment activities pursuant to the Act, including, among other things, assisting Tooele City (the “**City**”) in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens.

B. This Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act, Utah Code Ann. Title 11, Chapter 13 (the “**Cooperation Act**”).

C. The Agency has created the 1000 North Retail Community Reinvestment Project Area (the “**Project Area**”), through the adoption of the 1000 North Retail Community Reinvestment Project Area Plan (the “**Project Area Plan**”), located within the County, the boundaries of which Project Area are described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. The Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency, into a mixed use commercial and residential development. The Agency has not entered into any participation or development agreements with Participants but anticipates that prior to development of the Project Area, the Agency may enter into one or more agreements, including without limitation Participation Agreement(s) (as that term is defined in the Act), with one or more Participants (as that term is defined in the Act) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property tax revenues, referred to as “**Tax Increment**”, generated from the Project Area; and

E. As explained further in the Project Area Plan, the Agency and/or Participant(s) will incur significant costs and expenses relating to land assembly and/or to provide infrastructure improvements to promote higher and more beneficial uses of land within the Project Area; and

F. The Agency has requested that, the County, and other taxing entities within the Project Area, participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the Tax Increment which will be generated from within the Project Area.

G. The County has determined to remit such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development of the Project Area; and

H. The Project Area Plan has been prepared for the Project Area and is attached as Exhibit “B”.

I. The Agency has prepared the 1000 North Retail Community Reinvestment Project Area Budget (the “**Project Area Budget**”), a copy of which is attached as Exhibit “C”, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area (for purposes of clarification, the Project Area Budget is provided in form only, it being acknowledged that the Project Area Budget is not statutorily required as provided under Section 17C-4-204 of the Act, and the Agency may amend the Project Area Budget from time to time in its discretion, subject to the provisions of the Act and this Agreement).

Agreement Terms

1. **Tax Increment.** This Agreement refers to “**Tax Increment**” which is a term defined by Utah Code Ann. § 17C-1-102(60) (2018). The term tax increment has the same meaning as defined by that statute (as amended, replaced or superseded from time to time). The parties acknowledge that tax increment generally refers to the additional *ad valorem* tax revenues generated by the increase in value of taxable real and personal property within the Project Area resulting from new development and improvements on real property located within the Project Area. The County has determined to allow the Agency to receive and retain specified portions of the County’s portion of Tax Increment (the “**County’s Tax Increment Share**”) in order for the Agency to offset costs and expenses which will be incurred by the Agency and/or the Participant(s) administration and development of the Project Area, including for administration costs and costs for the construction and installation of infrastructure improvements and other development related costs, expenses, and incentives needed to serve the Project Area, to the fullest extent permitted by the Act.

2. **Base Year and Base Year Value.** The Base Year (as that term is defined in the Act), for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), is 2017, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2017 Tooele County assessment rolls for all property located within the Project Area.

3. **Agreement(s) with Participant(s).** The Agency is authorized, in the Agency’s sole discretion, to enter, or not enter, into one or more agreements with one or more Participants which may provide for the payment of certain amounts of Tax Increment, including the portion of the County’s Tax Increment Share paid to the Agency, (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the Participant(s), conditional upon the Participant(s)’s meeting of certain performance measures as outlined in said agreement. Any such agreement shall be consistent with the terms and conditions of this Agreement and shall require as a condition of payment to the Participant that the Participant, or other owner(s) of the Property, as applicable, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

4. **Payment Timeline.** The first year (“**Year One**”) of payment of the County’s Tax Increment Share shall be determined by the Agency. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Twenty. The Agency may trigger the collection of the County’s Tax Increment Share by timely delivering a letter or other written request to the Tooele County Auditor’s office.

5. **Payment to Agency.** Subject to Section 7 *below*, the County agrees that Tooele County shall remit to the Agency annually, beginning with property tax receipts for Year One, and continuing through receipts for Year Twenty, 100% of the County’s Tax Increment Share. Tooele County is authorized and instructed to pay 100% of the County’s Tax Increment Share directly to the Agency annually for each of Years One through Twenty inclusive. Subject to Section 7 *below*, the Agency may use the County’s Tax Increment Share for any of the purposes set forth in the Project Area Plan and Project Area Budget (as such may be amended from time to time under the applicable provisions of the Act).

6. **Rebate to County.** Before expending any of the County’s Tax Increment Share received annually, the Agency must first pay to the County an amount equal to 25.0% of the County’s Tax Increment Share received by the Agency. The intent of this paragraph is that the Agency will ultimately retain 75.0% of the County’s Tax Increment Share.

7. **Maximum Retained Increment.** Despite anything in this Agreement to the contrary, the Agency will not retain, on a cumulative basis, more than \$900,000 of the County's Tax Increment Share. To be clear, the amount "retained" is the amount kept by the Agency after rebating the amounts due under Section 7 above. If the Agency receives more than \$900,000 that the Agency would otherwise be authorized to retain, then the Agency must promptly (i) pay to the County the amount in excess of the permitted \$900,000 cap, and (ii) notify Tooele County that the Agency's right to receive any further payment of the County's Tax Increment Share under this Agreement has terminated. The County makes no guarantee or assurance that \$900,000 of the County's Tax Increment Share will be available for the Agency to retain; the \$900,000 amount is solely a maximum collection cap, not a guaranteed amount.

8. **Property Tax Revenue/Rate Increase.** This Agreement provides for the payment of Tax Increment collected from the Project Area by the County acting as the tax collection agency for the area. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County on behalf of the County from the Project Area. Unless the County specifically consents in writing through an amendment to this Agreement or in a separate agreement, the Parties agree that the Agency will not be entitled to any portion of Tax Increment resulting from an increase in the tax rate of the County's Tax Levies that occurs after the Base Tax Year that is attributable to a tax rate increase enacted pursuant to the requirements of Utah Code Ann. § 59-2-919 (i.e., a Truth-in-Taxation tax rate increase); however, the rate attributable to the issuance of bonds is not considered a tax rate increase, and therefore the Agency will be entitled to that portion of Tax Increment resulting from bond levies, even if such levies were or are enacted after the Base Tax Year.

9. **No Independent Duty.** The County shall have no independent duty to pay any amount to the Agency other than to direct and cause the County administration to pay to the Agency the County's Tax Increment Share on an annual basis from and including Year One through and including Year Twenty.

10. **Authority to Bind.** Everyone executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

11. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and 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 transactions contemplated under this Agreement.

12. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to the County:
Tooele County
47 South Main
Tooele UT 84074

If to Agency:
Tooele City RDA
Attn: Executive Director
90 N Main Street
Tooele UT 84074

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. **Entire Agreement.** This Agreement, including the recitals, is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by both parties, executed by an agent duly authorized to do so, or as otherwise expressly permitted herein. This Agreement, including the recitals, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. **No Third-Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

16. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

17. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

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

19. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. 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.

20. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Tooele County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to Participant(s), or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, then the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid and to otherwise preserve the intent and effect of this Agreement to the maximum extent possible.

22. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

23. **Duration.** This Agreement shall terminate upon the first to occur of either (i) the final payment of Tax Increment to the Agency for Year Twenty, or (ii) the Agency has retained, as provided in Sections 6 and 7 above, the amount of \$900,000 from the County's Tax Increment Share.

24. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds received as a result of Tax Increment generated from the Project Area and held by the Agency and for which the Agency shall not be required to disburse to Participants in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect. At the latest, this Agreement shall be fully fulfilled and thus terminate by December 31, 2043.

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

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Redevelopment Director of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement;
- f. Immediately after execution of this Agreement by both parties, the Agency shall, on behalf of both parties, cause to be published a notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act; and
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Interlocal Cooperation Agreement on the day specified above.

County: TOOELE COUNTY

Attest:

By: _____
Name and Title:

Title:

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for County

Agency: REDEVELOPMENT AGENCY OF TOOELE CITY

Attest:

By: _____
Chairman

Secretary

Approved and reviewed as to proper form and compliance with applicable law:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Project Area Description

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

**Tooele City Redevelopment Agency of Tooele City, Utah
Business Meeting Minutes**

Date: Monday, March 4, 2019

Time: 8:00 a.m.

Place: Tooele City Hall, Small Conference Room
90 North Main Street, Tooele, Utah

Board Members Present:

Brad Pratt
Dave McCall
Scott Wardle
Melodi Gochis

Board Members Excused:

Steve Pruden

City Employees Present:

Mayor Debbie Winn
Roger Baker, City Attorney
Jim Bolser, Community Development Director
Randy Sant, Economic Development Consultant
Paul Hansen

Minutes prepared by Kelly Odermott

Chairman Pratt opened the meeting at 8:02 a.m.

1. Open Meeting

The meeting is called to order by Chairman Pratt.

2. Roll Call

Brad Pratt, Present
Dave McCall, Present
Scott Wardle, Present
Melodi Gochis, Present

3. RDA Adoption of a Resolution Approving all Agreements & Authorizing Chairman & Executive Director to Sign all Documents Required to Close a Real Estate Transaction for a Property at 1000 North Main Street in Tooele.

Presented by Brad Pratt

Chairman Pratt stated that Resolution 2019-05 is attached to the packet. This is the signing and approval for a purchase agreement for the property located at 1000 North and Main Street. The

reason for the early meeting is the purchase is supposed to go through tomorrow, Tuesday March 5, 2019. The resolution needs to be approved today for the signing of the purchase agreement. Additionally, there is an amendment to the purchase agreement, and it is Addendum 6.

Mr. Sant asked to explain Addendum 6. The urgency for the meeting was the buyer has 1031 monies and those monies expire on March 5th. The buyer feels that there has been enough progress with the City that they are willing to close on the property. If something in the planning and development of the property falls apart, the City is willing to buy the property back. The proceeds of the sale are going to be placed in an account to pay for bonds when they come callable. The proceeds would be sitting to retire the bonds. The sale is a risk. Mr. Sant stated that on Friday or Thursday the developer sent a new site plan to stores considering locating in the retail space. The new site plan moves the inline retail space further back on the property and opens the front section of property for more retail pads. The retail pads are more of a money maker. The developer is working with one key tenant and they have agreed with the site plan if they received adequate signage on Main Street. The concern of the new site plan was one key tenant and they are reviewing the plan.

Mr. Sant added that Addendum 6 gives a put option for the seller to repurchase the purchase the property and in section 4a the repurchase could not be less than 9 months or more than 12 months from the date of the recording the deed. If something should happen with the residential space, the developer could approach the City, and ask for the City to purchase the residential portion of the property back. Right now the new site plan has about 8 acres allocated to the residential.

Board Member Gochis asked if the eight acres are mixed use or purely residential. Mr. Sant stated it is intended to be residential, but with the changes in the inline stores there could be some flexibility to increase commercial space into the residential area. The good news with the new site plan is the sewer line will not need to be relocated.

Mr. Sant stated that Addendum 6 states options for the City rebuying the property and also indicates in the existing purchase agreement what sections survive the closing. It is clear there are still obligations for both the City and developer to fulfill for the development to proceed including the City development agreement, tax participation agreement, and for the developer site plan approval. The Master Site plan will need to be reapproved through the City with the new changes. Board Member Wardle stated that there are concessions in the agreement if there is a put. Mr. Sant stated in the end there would be some concessions with the purchase price. The developer is buying for \$4.1 million and the City would buy back for \$4.2 million, but the City would put conditions in the development agreement in attempt to get the \$100,000 back.

Mr. Baker stated that he was under the understanding that the City would be incentivizing the developer to not move the sewer line by crediting the developer a quarter of a million dollars and will that be put in the development agreement? Mr. Sant stated that will come later. In the past week the City staff has received a list of items from the developer to move forward on the project. Included on that list were items such as guaranteed tax increment, not charging for commercial water and some items were not approved when the Executive Committee met including free water for the first 150 residential homes developed. The incentive for not moving

the sewer was approved and estimated by the Engineer. There is still a development agreement which would address the credit, but that will come back for Board approval.

Mr. Hansen asked if reducing the residential to 8 acres needs to be adjusted under the agreement which states twelve acres. Mr. Sant stated that the entire property in the agreement is approximately 31 acres and that is referred to in the agreement. There is proration that will need to be addressed, but not in the sales agreement. Mr. Hansen asked if leaving the 12 acres residential in the agreement will take away the incentive for doing more commercial property. Mr. Sant stated that no it doesn't. Board Member Wardle stated it just gives the developer flexibility with the project. Mr. Sant stated the new site plan does show eight acres for residential. Mr. Hansen asked if the developer is abating all waste and debris from the site. Mr. Sant stated that this does not change that agreement. The developer is abating the site at their cost and it will not be charged back to the City. Mr. Hansen asked if there is an estimate of the amount of water needed for the additional commercial pads in the new site plan. Mr. Sant stated that is still being worked on. Chairman Pratt stated he believed the original number of retail pads was four or five and that increased to nine pads. Mr. Sant stated it went from four to six pads plus two buildings that are about 8000 square feet each.

Board Member McCall asked if the City has to buy back the property does the increased price of \$100,000 in the agreement preclude the developer from coming to the City for the purchase price and the abatement costs. All the abatement has to be done prior to construction of the commercial space. Is the \$100,000 the only additional cost the City will need to pay for getting the property back if that sale happens? Mr. Sant stated the purchase price is the 100,000 additional, but the developer will not have additional costs to the City. The specific reason for the difference in the developer price and the City price is the tax issues with 1031 monies. The repurchase price and assigned timeframe need to look as if the company is purchasing the property to the IRS. The developer is purchasing, but with the buyback option the IRS could assume the placement of 1031 monies and not a sale. A lot of negotiation went into discussing how to handle 1031 monies if the sale does use the buyback option. The hope is that there is no put option exercised. Mr. Sant stated that he feels the developers would not take this risk if they were not invested and found this project to be valuable. Due to the timeline agreements with the retail customers the City should have a good idea on if the project will proceed in a couple of months.

Mr. Baker stated that it is important to understand that there are two buyback options in the agreement. In section three the buyer requires the City to buy back the property and section six allows the City to buy back the property if the buyer doesn't act with due diligence.

Mr. Bolser asked in understanding the timeline, do we have any sense of approvability or concessions on the new site plan design? Mr. Sant stated he didn't think there would be an issue with the new site plan design. One inline box was lost, and additional pads were added. The decrease in the inline box allowed the sewer line to remain in place. The road stays in place. There may be additional accesses after completion of the traffic study and agreements with Utah Department of Transportation. Mr. Bolser asked when the new site plan will be submitted for review to the City? Mr. Sant stated the developer wanted to get the tenants with agreements to review the new site plan to ensure they were on board. The site plan is also being reviewed by the architect and engineer to see if it works for the developer. Mr. Sant added he is hoping to see the new site plan submitted in the next week.

Mr. Hansen asked if the developer is continuing the traffic study. Mr. Sant stated he believes they are. The City has agreed to pay for half of the study but will not pay until it is reviewed and approved by the City. Mr. Hansen added that the developer needs to keep in mind that the road and the land fall away from each other the more West the property travels on 1000 North and that will make it hard to meet grade. Mr. Sant stated they understand that and that is part of the reason to have it reviewed by the architect and engineer. Mr. Hansen added that the more the developer is willing to communicate with the City, the more the City can help them meet deadlines for the project.

Board Member Gochis asked about the access for the property and if there are additional accesses that have been agreed too? Mr. Hansen stated that in talking with UDOT there are additional accesses being considered but will be determined after the traffic study. Board Member Gochis asked if there were going to be additional accesses on 1000 North. Mr. Hansen stated yes.

Mayor Winn mention that she received an email last week with a suggestion for 18 months on the put and asked if that was resolved? Mr. Sant stated that is now 12 months for the put. Mr. Baker clarified that the buyback if the City initiates is 18 months, but if initiated by the buyer it is 12 months.

Chairman Pratt asked the Board if they had an additional questions of comment; there were none.

Board Member Wardle moved to approve Resolution 2019-05 and all Agreements & Authorizing Chairman & Executive Director to Sign all Documents Required to Close a Real Estate Transaction for a Property at 1000 North Main Street in Tooele. Board Member McCall seconded the motion. The vote was as follows: Board Member McCall, "Aye," Board Member Wardle, "Aye," Board Member Gochis, "Aye," Chairman Pratt, "Aye." The motion passed.

4. Minutes

Chairman Pratt asked if the Board if they had any concerns or comments about the minutes dated February 20, 2019 ; there weren't any.

Board Member Gochis moved to approve the minutes for the meeting dated February 20, 2019. Board Member McCall seconded the motion. The vote was as follows: Board Member McCall, "Aye," Board Member Wardle, "Aye," Board Member Gochis, "Aye," Chairman Pratt, "Aye." The motion passed

5. Close Meeting to Discuss Property Acquisition.

Chairman Pratt stated this item did not need to be discussed.

6. Adjourn

Board Member Wardle moved to adjourn. Board Member Wardle seconded the motion. The vote was as follows: Board Member McCall, "Aye," Board Member Wardle, "Aye," Board Member Gochis, "Aye," Chairman Pratt, "Aye." The motion passed.

The meeting was adjourned at 8:20 a.m.

The content of the minutes is not intended, nor are they submitted, as verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this 20th Day of March 2019

Brad Pratt, RDA Chair

DRAFT

**Tooele City Redevelopment Agency
Emergency Business Meeting Minutes**

Date: Wednesday, January 23, 2019
Time: 5:00 p.m.
Place: Tooele City Hall, Large Conference Room
90 North Main St., Tooele, Utah

RDA Board Members Present:

Brad Pratt, Chair
Steve Pruden
Dave McCall
Scott Wardle
Melodi Gochis

City Employees Present:

Mayor and Executive Director Debbie Winn
Roger Baker, RDA Attorney

Minutes prepared by Michelle Pitt

1. Open Meeting

Chairman Pratt called the meeting to order at 5:12 p.m.

2. Roll Call

Brad Pratt, Present
Steve Pruden, Present
Dave McCall, Present
Scott Wardle, Present
Melodi Gochis, Present

3. Close to Discuss Personnel:

RDA Member Pruden moved to close the meeting. RDA Member Gochis seconded the motion. The vote was as follows: RDA Member McCall “Aye,” RDA Member Wardle “Aye,” RDA Member Pratt “Aye,” RDA Member Gochis “Aye,” and Chairman Pruden “Aye.”

Those in attendance during the closed sessions were: Mayor Debbie Winn, Roger Baker, RDA Member Wardle, RDA Member Pratt, RDA Member McCall, RDA Member Gochis, and Chairman Pruden.

No minutes were taken on the closed meeting.

4. Adjourn

RDA Member Wardle moved to adjourn the RDA meeting. RDA Member Gochis seconded the motion. The vote was as follows: RDA Member McCall “Aye,” RDA Member Wardle “Aye,” RDA Member Pratt “Aye,” RDA Member Gochis “Aye,” and Chairman Pruden Aye.”

The meeting adjourned at 7:18 p.m.

The content of the minutes is not intended, nor are they submitted, as a verbatim transcription of the meeting. These minutes are a brief overview of what occurred at the meeting.

Approved this 20th day of February, 2019

Brad Pratt, Tooele City RDA Chair

UtahStateUniversity

Advancement Services
1590 Old Main Hill
Logan, Utah 84322-1590
Telephone: (435) 797-1327

February 26, 2019

Tooele City Corporation
Steven Pruden
90 N Main St
Tooele, UT 84074-2139

Dear Steven,

Thank you for your pledge to Utah State University for the Tooele Regional Campus Science & Technology Building. This letter is the pledge payment reminder for the pledge you made on 11/14/2013. Our records show the following:

PLEDGE DATE:	11/14/2013
PLEDGE AMOUNT:	\$750,000.00
FULFILLED TO DATE:	\$425,000.00

LAST PAYMENT:	\$125,000.00	10/30/2018
PLEDGE BALANCE:	\$325,000.00	
SCHEDULED PAYMENT:	\$175,000.00	8/1/2018

Should you wish to mail your pledge payment, please use the form below and the enclosed envelope. Alternatively, you may make your payment online at pledges.usu.edu. If you have already sent your gift, please accept our thanks.

Your generous example teaches our future generation the importance of giving back and becoming a part of something bigger than themselves. Thank you for everything you do to make USU such a special place!

Sincerely,

75-4621-483017

Wendy Oliverson

Wendy Oliverson,
Assistant Director, Gift Management

cc: Michael Bowen
Matthew T. White, VP Advancement

Questions? Please contact me at (435) 797-1327, toll-free (888) 653-6246, or wendy.oliverson@usu.edu.

UtahStateUniversity
Pledge Payment Form

0000319767 / A30563 / 1500598

Tooele Regional Campus Science & Technology
Building

Tooele City Corporation

Scheduled Payment: \$175,000.00

90 N Main St

Amount Enclosed: \$ _____

Tooele, UT 84074-2139

Vendor History Report

By Vendor Name

Posting Date Range -

Payment Date Range -

Tooele City, UT



Payable Number	Description	Units	Price	Post Date	1099	Payment Number	Payment Date	Amount	Shipping	Tax	Discount	Net	Payment
Vendor Set: 01 - Vendor Set 01													
07488 - UTAH STATE UNIVERSITY	TOOELE SMALL BUSINESS DEVELOPMENT	5/2/2013				80523	5/2/2013	13,000.00	0.00	0.00	0.00	13,000.00	13,000.00
130701-01	TOOELE SMALL BUSINE	0.00	0.00	6,500.00			12/19/2013	6,500.00	0.00	0.00	0.00	6,500.00	6,500.00
130701-02	TOOELE SBDC (ACCT#A28613-123500)	12/19/2013				84023	12/19/2013	6,500.00	0.00	0.00	0.00	6,500.00	6,500.00
TOOELE SBDC (ACCT#A:		0.00	0.00	6,500.00									
08380 - UTAH STATE UNIVERSITY ADVANCEMENT SERVICES													
INV12149	TOOELE REGIONAL CAMPUS & TECHNOLO	9/18/2015				92928	9/18/2015	425,000.00	0.00	0.00	0.00	425,000.00	425,000.00
TOOELE REGIONAL CAN		0.00	0.00	150,000.00			09/16/15 7pm Council Mtg	150,000.00	0.00	0.00	0.00	150,000.00	150,000.00
INV15156	PAYMENT FOR SCIENCE AND TECHNOLO	9/23/2016				98547	9/23/2016	150,000.00	0.00	0.00	0.00	150,000.00	150,000.00
PAYMENT FOR SCIENCE		0.00	0.00	150,000.00			09/23/16 7pm Council Mtg	150,000.00	0.00	0.00	0.00	150,000.00	150,000.00
INV21400	PLEDGE FOR SCIENCE & TECH BLDG	10/25/2018				109951	10/25/2018	125,000.00	0.00	0.00	0.00	125,000.00	125,000.00
PLEDGE SCIENCE & TECI		0.00	0.00	125,000.00			10/17/18 RBA Meeting	125,000.00	0.00	0.00	0.00	125,000.00	125,000.00
00773 - UTAH STATE UNIVERSITY TOOELE													
349556074-1219	FALL 07 Tuition: Candice Woodruff #0320	12/19/2007				51419	1/4/2008	3,894.85	0.00	0.00	0.00	3,894.85	3,894.85
FALL 07 Tuition: Candic		0.00	0.00	894.85				894.85	0.00	0.00	0.00	894.85	894.85
TO 200920 10-0522	J. ERICKSON - ED ASST. BENEFITS	5/22/2009				61074	8/20/2009	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
J. ERICKSON - ED ASST. I		0.00	0.00	1,000.00				1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
TO 200940 34-0119	Tooele City- Fall 2009 Tuition & Fees J. Eric	1/19/2010				63560	2/11/2010	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
Tooele City- Fall 2009 Ti		0.00	0.00	1,000.00				1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
TO 200940 35-0119	Tooele City- Fall 2009 Tuition & Fees C. W/c	1/19/2010				63560	2/11/2010	1,000.00	0.00	0.00	0.00	1,000.00	1,000.00
Tooele City- Fall 2009 Ti		0.00	0.00	1,000.00				1,000.00	0.00	0.00	0.00	1,000.00	1,000.00

Vendors: (3) Total 01 - Vendor Set 01: 441,894.85

Vendors: (3) Report Total: 441,894.85



Redevelopment
Agency

November 14, 2013

Dean Donna Dillingham-Evans
Utah State University – Tooele Regional Campus
1021 West Vine Street
Tooele, UT 84074

Dear Dean Dillingham-Evans:

The Tooele City Redevelopment Agency (RDA) has reviewed the proposal to participate in the funding of the new Life Science Building proposed for the Utah State University – Tooele Regional Campus. The RDA board has agreed to participate in the funding of this building subject to the following terms and conditions:

1. The total amount of our participation will be up to \$750,000;
2. Our participation will be paid over a term not to exceed 7 years;
3. The first payment will begin with the year the building is open;
4. All other required funding and approvals for the construction of this building have been obtained;
5. Utah State University will partner with the City in the development of the Tooele Business and Research Park by providing us leads and assistance with companies who may want to be part of our Research Park.

Tooele City and the Tooele City RDA are pleased to be part of this exciting building which is the beginning of the new Regional Campus for our community. Please feel free to contact myself or Randy Sant, our Economic Development advisor (801) 589-8080 or randys@tooelecity.org, should you have any questions or need any additional information.

Sincerely,


Steve Pruden
Tooele City RDA Chairman
(435) 840-8297
spruden@tooelecity.org

Tooele City Hall
90 North Main Street
Tooele, Utah 84074-2191

Phone: (435) 843-2111
Fax: (435) 843-2159

Shilo Baker

From: Wendy Oliverson <wendy.oliverson@usu.edu>
Sent: Friday, March 22, 2019 8:45 AM
To: Shilo Baker
Subject: RE: Tooele City

Wonderful,

Thanks for your support!

Wendy

Wendy Oliverson

Assistant Director of Gift Management
Advancement Services
Utah State University
435-797-1327
wendy.oliverson@usu.edu

From: Shilo Baker <ShiloB@TooeleCity.org>
Sent: Friday, March 22, 2019 8:44 AM
To: Wendy Oliverson <wendy.oliverson@usu.edu>
Subject: RE: Tooele City

Thanks Wendy – this is great!

We will process a payment for \$150,000 next month (April 2019) and then we will pay the balance of \$175,000 out of our next budget year so you can expect that final payment by this September or October (2019).

Thanks again,
Shilo

From: Wendy Oliverson <wendy.oliverson@usu.edu>
Sent: Friday, March 22, 2019 8:22 AM
To: Shilo Baker <ShiloB@TooeleCity.org>
Subject: RE: Tooele City

Hi Shilo,

Attached is a letter pledging the \$750,000. Here is a snip of an email that Donna Dillingham-Evans sent to me regarding the payment plan that she asked we follow for your pledge. I did notice that the letter states a 7 year period and not a 5 year period. Would you like to adjust your billing cycle in any way?

From: Donna Dillingham-Evans
Sent: Tuesday, October 27, 2015 6:55 PM
To: Wendy Oliverson
Subject: RE: Tooele Science Donations
Categories: To Do

Oh, yes! All three of the non-charitable questions are yes.
The City gets invoiced for a total of \$750,000 or 5 years.

If you have further questions, please let me know.

Wendy

Wendy Oliverson

Assistant Director of Gift Management
Advancement Services
Utah State University
435-797-1327
wendy.oliverson@usu.edu

From: Shilo Baker <ShiloB@TooeleCity.org>
Sent: Thursday, March 21, 2019 6:21 PM
To: Wendy Oliverson <wendy.oliverson@usu.edu>
Subject: Tooele City

Hello Wendy –

I am processing the 4th payment of the pledge that Tooele City made to Utah State University for the Tooele Regional Campus Science & Technology Building on November 14, 2013. I am looking for the original Pledge Agreement paperwork. Do you have a signed letter or agreement in your files that you can send me? Please let me know if you have any questions.

Thanks,
Shilo



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