



REDEVELOPMENT AGENCY AGENDA

NOTICE IS HEREBY GIVEN THAT THE CENTERVILLE REDEVELOPMENT AGENCY WILL HOLD A REGULAR MEETING AT 5:30 PM ON SEPTEMBER 6, 2022 AT CENTERVILLE CITY HALL, 250 NORTH MAIN STREET, CENTERVILLE, UTAH.

Centerville Redevelopment Agency meetings are open to the public, unless otherwise closed for reasons allowed by law. Centerville Redevelopment Agency meetings may be conducted via electronic means pursuant to Utah Code § 52-4-207. In compliance with the Americans with Disabilities Act, individuals needing special accommodations due to a disability may contact the City Recorder at (801) 295-3477, at least 24 hours in advance of the meeting. The Agency reserves the right to modify the sequence of agenda items in order to facilitate special needs or provide greater efficiency.

The full agenda packet and backup materials can be found on the Centerville City website at:

<https://centervilleutah.gov/129/Agendas-Minutes>

A. ROLL CALL

B. BUSINESS ITEMS

Business action or discussion items to be considered.

1. Porter-Walton CRA Update and Amendments to Interlocal Agreements
Consider revisions to interlocal cooperation agreements between RDA and Davis County, South Davis Sewer District, and Weber Basin Water Conservancy District

C. MINUTES

Minutes of prior meetings may be reviewed and accepted. Minutes review and approval shall comply with the Centerville City Minutes Approval Policy.

1. Minutes Review and Approval
August 16, 2022 RDA Minutes

D. ADJOURNMENT

CERTIFICATE OF POSTING

I hereby certify that this notice and agenda was posted at Centerville City Hall, published on the Utah Public Notice Website, and provided to a newspaper or media correspondent in accordance with the requirements of the Utah Open and Public Meetings Act, including, but not limited to, provisions of Utah Code § 52-4-202.

Jennifer Robison



CENTERVILLE
city

REDEVELOPMENT AGENCY

Staff Report
9/6/2022

Item No. 1.

Title: Porter-Walton CRA Update and Amendments to Interlocal Agreements

Initiated By: Jacob Smith, Administrative Services Director

Staff Representative: Jacob Smith, Administrative Services Director

SUBJECT:

Consider revisions to interlocal cooperation agreements between RDA and Davis County, South Davis Sewer District, and Weber Basin Water Conservancy District

RECOMMENDATION:

Approve Resolution No. 2022-02 thus revising interlocal cooperation agreements between the agency and Davis County, South Davis Sewer District, and Weber Basin Water Conservancy District

BACKGROUND:

CRA Update:

- **Davis County (attached)** – the County had a few changes (see attached). Once the County receives the signed Interlocal Agreement from the Agency, the County will put it on the next Commission agenda for immediate approval. The Commissioners already “approved” it in a work session. The changes include:
 1. Deleting Paragraph H – “It is in the best interest of the constituents of the County for the County to remit such payments to the Agency.” Their attorney felt like this was subjective and not necessary for the agreement.
 2. Revising County Cap (Paragraph 5) – We included a rounded cap of \$170,000, they requested we use the actual forecasted number (\$167,544) a difference of \$2,456. This is the change Lisa thought should at least be discussed with the Board Chair.
 3. Overall Cap (Paragraph 22) – They asked us to change the number from the overall TIF Cap to just their specific Cap.

- **Davis School District** – approved the Interlocal Agreement with the Agency at its July 12, 2022 Board Meeting.

- **South Davis Metro Fire Service Area** – the Fire Service Area approved the Interlocal Agreement with

the Agency at their August meeting.

- **South Davis Recreation District** – met in July to present the Interlocal Agreement. The District opted to push it out until their August or September meeting to finalize the approval. We believe there is support and they will agree to the Interlocal Agreement.
- **South Davis Sewer District (Attached)** – Their attorney said the sewer district is technically a local district, not a special service district, so they asked us to modify the agreement to add “and/or Local” after Special Service in Paragraphs E, F, and G. Additionally they asked us to add a Paragraph that states that each party is responsible for their own budgeting.
- **Weber Basin Water Conservancy District (attached)** – the District approved the Interlocal Agreement with the Agency in early July with some minor changes, which include:
 1. Paragraph 1 – Revised paragraph to remove “significant” to additional property tax revenue, as \$662 a year is not significant.
 2. Paragraph 6 – Added a cap (\$11,000)
- **Mosquito Abatement District - Davis** – we have made several attempts to reach out to Gary Hatch. We haven’t heard anything back from this District.

ATTACHMENTS:

1. Resolution 2022-02
2. Exhibit A: Interlocal Agreement with County (Amended)
3. Exhibit A: Interlocal Agreement with Sewer District (Amended)
4. Exhibit A: Interlocal Agreement with Water District (Amended)

RESOLUTION NO. 2022-02

A RESOLUTION OF THE GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY APPROVING REVISED INTERLOCAL COOPERATION AGREEMENTS BETWEEN THE AGENCY AND DAVIS COUNTY, SOUTH DAVIS SEWER DISTRICT, AND WEBER BASIN WATER CONSERVANCY DISTRICT FOR THE PORTER-WALTON COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of the Community Reinvestment Agency Act, Title 17C, Utah Code Annotated 1953, as amended (the “Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS, the Redevelopment Agency of Centerville City (the “Agency”) and Centerville City (the “City”), Davis County (the “County”), Davis School District (the “School District”), Weber Basin Water Conservancy District (the “Water District”), Mosquito Abatement District-Davis (the “Mosquito District”), South Davis Sewer District (the “Sewer District”), South Davis Recreation District (the “Rec District”), and South Davis Metro Fire Service Area (the “Fire District”), collectively (the “Taxing Entities”) are “public agencies” for purposes of the Act; and

WHEREAS, after careful analysis and consideration of relevant information, the Agency desires to enter into or has entered into an Interlocal Agreement with each respective Taxing Entity whereby the Taxing Entities would remit to the Agency a portion of the property tax increment and the City’s sales tax increment generated within the Porter-Walton Community Reinvestment Project Area (the “Project Area”) which would otherwise flow to the Taxing Entities, for the purpose of encouraging development activities through the payment for certain public infrastructure and other uses that directly benefit the Project Area; and

WHEREAS, the Agency previously approved as to form an Interlocal Agreement between the Agency and each of the Taxing Entities as more particularly set forth in Resolution No. 2022-01 adopted by the Agency on April 5, 2022; and

WHEREAS, certain of the Taxing Entities, including Davis County, South Davis Sewer District, and Weber Basin Water Conservancy District, have requested various changes to the previous Interlocal Agreements approved by the Agency; and

WHEREAS, the requested changes to the Interlocal Agreements with Davis County, South Davis Sewer District, and Weber Basin Water Conservancy District are acceptable to the Agency and the Agency desires to adopt the new revised versions of the Interlocal Agreements with such Taxing Entities as more particularly provided herein; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY, AS FOLLOWS:

Section 1. Agreements Approved. The Redevelopment Agency of Centerville City hereby accepts and approves the revised Interlocal Cooperation Agreements between the Agency and the Taxing Entities of Davis County, South Davis Sewer District, and Weber Basin Water Conservancy District, substantially in the form attached hereto as Exhibit A (the “Agreements”) and authorizes the Chair of the Agency to execute the Agreements for and on behalf of the Agency.

Section 2. Legal Review. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreements have been submitted to legal counsel of the Agency for review and approval as to form.

Section 3. Filing with City Recorder. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreements shall be filed immediately with the Agency Secretary, the keeper of records of the Agency.

Section 4. Severability Clause. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 5. Effective Date of Agreements. As provided in Utah Code § 17C-5-205(3), the Agreements shall be effective on the day on which the Agency publishes notice of the Agreements pursuant to Section 11-13-219 of the Interlocal Act.

Section 6. Effective Date of Resolution. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY, STATE OF UTAH, THIS 6th DAY OF SEPTEMBER 2022.

ATTEST:

CENTERVILLE CITY

Brant Hanson, RDA Executive Director

By: _____
Clark Wilkinson, RDA Chair

EXHIBIT A

**INTERLOCAL COOPERATION AGREEMENTS FOR DAVIS COUNTY, SOUTH DAVIS
SEWER DISTRICT, AND WEBER BASIN WATER CONSERVANCY DISTRICT
FOR PORTER-WALTON CRA**

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a community reinvestment agency and political subdivision of the State of Utah (the “Agency”), and **DAVIS COUNTY**, a political subdivision of the State of Utah (the “County”) in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency is operated under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Centerville 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 and investments which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its residents; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “Cooperation Act”); and

C. **WHEREAS**, the Agency created the PORTER-WALTON COMMUNITY REINVESTMENT PROJECT AREA (the “Project Area”) located to the to the east of I-15 and south of 400 South, along the Frontage Road, as outlined in Exhibit “A” (the “Property”), through the adoption of the Porter-Walton Community Reinvestment Project Area Plan (the “Project Area Plan”), located within the City, which Project Area is described in Exhibit “B” attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains mostly vacant and underutilized land, which is anticipated to include a powersports auto mall. The Agency has not yet entered into any participation or development agreements with developers but anticipates that the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$72,468 per year in property taxes for the various taxing entities, including the City, the County, Davis School District (the “School District”), and the other Special Service Districts, with only \$10,668 being generated annually for the County; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property tax increment produced by the Project Area for the City, County, the School District, and the other Special Service Districts are projected to total approximately \$135,489 per year, with \$22,339 going to the County; and

G. **WHEREAS**, the Agency has requested the City, County, School District, and other Special Service Districts 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 increased property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and Budget; and

I. **WHEREAS**, the Agency has adopted the Porter-Walton Community Reinvestment Project Area Budget (the “Project Area Budget”), a draft 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;

J. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The County has determined that significant additional property tax revenue (*i.e.*, Tax Increment, as defined by the Act) will likely be generated by the development of public amenities within the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The County has determined that it is in the best interests of its residents to pay or distribute specified portions of its Tax Increment to the Agency in order for the Agency to support the construction of public amenities and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be tax year 2021, 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 2021 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be \$6,082,092, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (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. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, 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.

5. **Payment Trigger and Length of Tax Increment Collection Period.** The first year (“Year One”) of payment of Tax Increment from the County to the Agency shall be determined by the Agency, but the Agency will trigger the Project Area for collection no later than by March 1, 2024. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor’s office.

Total Payment to Agency. The County shall authorize the remittance to the Agency, beginning with property tax receipts in Year One, and continuing through Year Fifteen, or until a cap of \$167,544, whichever comes first, 50% of the annual Property Tax Increment generated from within the Project

Area, including the real (*i.e.*, building, land, and fixtures), personal, and centrally assessed property within the Project Area for both the County and County Library.

6. **Property Tax Increase.** This Agreement provides for the payment of the increase in real property, personal property, and centrally assessed property taxes collected from the Project Area by the County, which is also the tax collection agency. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the County, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.

7. **Prohibition of Reduction of Funds by Taxing Entities.** As required under 17C-5-204(6), this agreement prohibits a taxing entity from proportionately reducing the amount of project area funds the taxing entity consents to pay to an agency under this section by the amount of any direct expenditures the taxing entity makes within the project area for the benefit of the project area or the agency.

8. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County, which is also the tax collecting agency. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the County on an annual basis.

9. **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.

10. **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.

11. **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 Davis County:
Davis County
Attn: Davis County Commission
61 South Main
Farmington, Utah 84025
Phone: (801) 451-3200

If to Agency:
Redevelopment Agency of Centerville
Attn: Agency Board
250 N. Main
Centerville, Utah 84014
Phone: (801) 295-3477

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 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.

12. **Entire Agreement.** This Agreement 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 the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute 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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **Governing Law.** This Agreement and the exhibits attached hereto 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 Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **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 developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, 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.

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

22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Fifteen or according to the sunset provision in the Project Area budget “or once the Agency collects a maximum cumulative dollar amount of property tax increment from the Project Area of One Hundred and Sixty-Seven Thousand Five Hundred and Forty-Four Dollars (\$167,544.00), whichever comes first.”

23. **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.

24. **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 held by the Agency and for which the Agency shall not be required to disburse to developers 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.

25. **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 Chair 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; and
- 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 notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- 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 Agreement on the day specified above.

Davis County: DAVIS COUNTY COMMISSION

Attest:

By: _____
Its: Chair

Clerk

Approved as to form:

Attorney for County

Agency: REDEVELOPMENT AGENCY OF CENTERVILLE

Attest:

By: _____
Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT “A
to
INTERLOCAL AGREEMENT

Legal Description of Project

Legal Description:

BEG AT A PT 111.8908734°W 40.9130596°N (NAD 1983 (2011) StatePlane Utah North FIPS 4301 (US Feet)) TH E 502 FT; TH S 664 FT' TH E 546 FT; TH S 354 FT; TH W 555 FT; TH N 43 FT; TH W 279 FT; TH S 93 FT; TH W 217 FT; TH N 1060 FT TO POB. The above-described area contains 14.17 acres, more, or less.

Contains the following parcels: 030010206, 030010038, 030010159, 030010171, 030010043, 030010202, and 030010031

**EXHIBIT “B”
To
INTERLOCAL AGREEMENT**

Project Area Plan

**EXHIBIT “C”
To
INTERLOCAL AGREEMENT**

Project Area Budget

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a community reinvestment agency and political subdivision of the State of Utah (the “Agency”), and **SOUTH DAVIS SEWER DISTRICT**, a political subdivision of the State of Utah (the “Sewer District”) in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency is operated under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Centerville 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 and investments which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its residents; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “Cooperation Act”); and

C. **WHEREAS**, the Agency created the PORTER-WALTON COMMUNITY REINVESTMENT PROJECT AREA (the “Project Area”) located to the to the east of I-15 and south of 400 South, along the Frontage Road, as outlined in the Project Area legal description in Exhibit “A” (the “Property”), through the adoption of the Porter-Walton Community Reinvestment Project Area Plan (the “Project Area Plan”), located within the City, which Project Area is described in the Project Area Plan attached in Exhibit “B” attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains mostly vacant and underutilized land, which is anticipated to include a powersports auto mall. The Agency has not yet entered into any participation or development agreements with developers but anticipates that the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$72,468 per year in property taxes for the various taxing entities, including the City, Davis County (the “County”), Davis School District (“the School District”), and the other Special Service and/or Local Districts, with only \$1,800 being generated annually for the Sewer District; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property tax increment produced by the Project Area for the City, County, the School District, and the other Special Service and/or Local Districts are projected to total approximately \$135,489 per year, with \$3,285 going to the Sewer District; and

G. **WHEREAS**, the Agency has requested the City, County, School District, and other Special Service and/or Local Districts 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 increased property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS**, it is in the best interest of the constituents of the Sewer District for the Sewer District to remit such payments to the Agency to permit the Agency to leverage private development within the Project Area; and

I. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and Budget; and

J. **WHEREAS**, the Agency has adopted the Porter-Walton Community Reinvestment Project Area Budget (the “Project Area Budget”), a draft 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;

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The Sewer District has determined that significant additional property tax revenue (*i.e.*, Tax Increment, as defined by the Act) will likely be generated by the development of public amenities within the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The Sewer District has determined that it is in the best interests of its residents to pay or distribute specified portions of its Tax Increment to the Agency in order for the Agency to support the construction of public amenities and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be tax year 2021, 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 2021 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be \$6,082,092, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (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. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, 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.

5. **Payment Trigger and Length of Tax Increment Collection Period.** The first year (“Year One”) of payment of Tax Increment from the Sewer District to the Agency shall be determined by the Agency, but the Agency will trigger the Project Area for collection no later than by March 1, 2024. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor’s office.
6. **Total Payment to Agency.** The Sewer District shall authorize the remittance to the Agency, beginning with property tax receipts in Year One, and continuing through Year Fifteen, 50% of the annual Property Tax Increment generated from within the Project Area, including the real (*i.e.*, building, land, and fixtures), personal, and centrally assessed property within the Project Area.
7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real property, personal property, and centrally assessed property taxes collected from the Project Area by the County, acting as the tax collection agency. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the Sewer District, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.
8. **Prohibition of Reduction of Funds by Taxing Entities.** As required under 17C-5-204(6), this agreement prohibits a taxing entity from proportionately reducing the amount of project area funds the taxing entity consents to pay to an agency under this section by the amount of any direct expenditures the taxing entity makes within the project area for the benefit of the project area or the agency.
9. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County, acting as the tax collecting agency for the Sewer District. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the Sewer District on an annual basis.
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 and in compliance with all other terms of the Cooperation Act, 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. **Budgeting.** Each of the parties hereto agrees that they will be responsible for their own budgeting, as outlined in the Cooperation Act.
13. **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 Sewer District:
South Davis Sewer District
Attn: Sewer District Board of Trustees

1800 W. 1200 N.
West Bountiful, Utah 84087
Phone: (801) 295-3469

If to Agency:
Redevelopment Agency of Centerville
Attn: Agency Board
250 N. Main
Centerville, Utah 84014
Phone: (801) 295-3477

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 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.

14. **Entire Agreement.** This Agreement 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 the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute 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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **Governing Law.** This Agreement and the exhibits attached hereto 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 Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

22. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the Sewer District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the Sewer 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.

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

24. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Fifteen or according to the sunset provision in the Project Area Budget.

25. **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.

26. **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 held by the Agency and for which the Agency shall not be required to disburse to developers 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.

27. **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 Chair 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; and
- 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 notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- 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.

(The remainder of the page is intentionally left blank.)

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

Sewer District: SOUTH DAVIS SEWER DISTRICT

Attest:

By: _____
Its: Board Chair

General Manager

Approved as to form:

Attorney for Sewer District

Agency: REDEVELOPMENT AGENCY OF CENTERVILLE

Attest:

By: _____
Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT “A
to
INTERLOCAL AGREEMENT

Legal Description of Project

Legal Description:

BEG AT A PT 111.8908734°W 40.9130596°N (NAD 1983 (2011) StatePlane Utah North FIPS 4301 (US Feet)) TH E 502 FT; TH S 664 FT; TH E 546 FT; TH S 354 FT; TH W 555 FT; TH N 43 FT; TH W 279 FT; TH S 93 FT; TH W 217 FT; TH N 1060 FT TO POB. The above-described area contains 14.17 acres, more, or less.

Contains the following parcels: 030010206, 030010038, 030010159, 030010171, 030010043, 030010202, and 030010031

**EXHIBIT “B”
To
INTERLOCAL AGREEMENT**

Project Area Plan

**EXHIBIT “C”
To
INTERLOCAL AGREEMENT**

Project Area Budget

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____ day of _____, 2022, by and between the **REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a community reinvestment agency and political subdivision of the State of Utah (the “Agency”), and **WEBER BASIN WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (the “Water District”) in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency is operated under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting Centerville 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 and investments which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its residents; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “Cooperation Act”); and

C. **WHEREAS**, the Agency created the PORTER-WALTON COMMUNITY REINVESTMENT PROJECT AREA (the “Project Area”) located to the to the east of I-15 and south of 400 South, along the Frontage Road, as outlined in Exhibit “A” (the “Property”), through the adoption of the Porter-Walton Community Reinvestment Project Area Plan (the “Project Area Plan”), located within the City, which Project Area is described in Exhibit “B” attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains mostly vacant and underutilized land, which is anticipated to include a powersports auto mall. The Agency has not yet entered into any participation or development agreements with developers but anticipates that the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$72,468 per year in property taxes for the various taxing entities, including the City, Davis County (the “County”), Davis School District (“the School District”), and the other Special Service Districts, with only \$803 being generated annually for the Water District; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property tax increment produced by the Project Area for the City, County, the School District, and the other Special Service Districts are projected to total approximately \$135,489 per year, with \$1,465 going to the Water District; and

G. **WHEREAS**, the Agency has requested the City, County, School District, and other Special Service Districts 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 increased property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS**, it is in the best interest of the constituents of the Water District for the Water District to remit such payments to the Agency to permit the Agency to leverage private development within the Project Area; and

I. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and Budget; and

J. **WHEREAS**, the Agency has adopted the Porter-Walton Community Reinvestment Project Area Budget (the “Project Area Budget”), a draft 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;

K. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The Water District has determined that additional property tax revenue (*i.e.*, Tax Increment, as defined by the Act) may be generated by the development of public amenities within the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The Water District has determined that it is in the best interests of its residents to pay or distribute specified portions of its Tax Increment to the Agency in order for the Agency to support the construction of public amenities and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be tax year 2021, 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 2021 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be \$6,082,092, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (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. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, 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.

5. **Payment Trigger and Length of Tax Increment Collection Period.** The first year (“Year One”) of payment of Tax Increment from the Water District to the Agency shall be determined by the Agency, but the Agency will trigger the Project Area for collection no later than by March 1, 2024. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Fifteen. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor’s office.

6. **Total Payment to Agency.** The Water District shall authorize the remittance to the Agency, beginning with property tax receipts in Year One, and continuing through Year Fifteen, or until a cap of \$11,000, whichever comes first, 50% of the annual Property Tax Increment generated from within the Project Area, including the real (*i.e.*, building, land, and fixtures), personal, and centrally assessed property within the Project Area.
7. **Prohibition of Reduction of Funds by Taxing Entities.** As required under 17C-5-204(6), this agreement prohibits a taxing entity from proportionately reducing the amount of project area funds the taxing entity consents to pay to an agency under this section by the amount of any direct expenditures the taxing entity makes within the project area for the benefit of the project area or the agency.
8. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County, acting as the tax collecting agency for the Water District. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the Water District on an annual basis.
9. **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.
10. **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.
11. **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 Water District:
Weber Basin Water Conservancy District
Attn: Board of Trustees
2837 E. Highway 193
Layton, Utah 84040
Phone: (801) 771-1677

If to Agency:
Redevelopment Agency of Centerville
Attn: Agency Board
250 N. Main
Centerville, Utah 84014
Phone: (801) 295-3477

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 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.

12. **Entire Agreement.** This Agreement 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 the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute 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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **Governing Law.** This Agreement and the exhibits attached hereto 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 Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.
20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the Water District cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the Water 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.
21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Fifteen or according to the sunset provision in the Project Area Budget.

23. **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.

24. **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 held by the Agency and for which the Agency shall not be required to disburse to developers 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.

25. **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 Chair 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; and
- 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 notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- 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 Agreement on the day specified above.

Water District: WEBER BASIN WATER CONSERVANCY
DISTRICT

Attest:

By: _____
Its: Board President

General Manager

Approved as to form:

Attorney for Water District

Agency: REDEVELOPMENT AGENCY OF CENTERVILLE

Attest:

By: _____
Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT “A
to
INTERLOCAL AGREEMENT

Legal Description of Project

Legal Description:

BEG AT A PT 111.8908734°W 40.9130596°N (NAD 1983 (2011) StatePlane Utah North FIPS 4301 (US Feet)) TH E 502 FT; TH S 664 FT; TH E 546 FT; TH S 354 FT; TH W 555 FT; TH N 43 FT; TH W 279 FT; TH S 93 FT; TH W 217 FT; TH N 1060 FT TO POB. The above-described area contains 14.17 acres, more, or less.

Contains the following parcels: 030010206, 030010038, 030010159, 030010171, 030010043, 030010202, and 030010031

**EXHIBIT “B”
To
INTERLOCAL AGREEMENT**

Project Area Plan

**EXHIBIT “C”
To
INTERLOCAL AGREEMENT**

Project Area Budget



REDEVELOPMENT AGENCY

Staff Report
9/6/2022

Item No. 1.

Title: Minutes Review and Approval

Initiated By:

Staff Representative:

SUBJECT:

August 16, 2022 RDA Minutes

RECOMMENDATION:

BACKGROUND:

ATTACHMENTS:

1. 8-16-22 RDA Minutes

Minutes of the **Redevelopment Agency of Centerville** meeting held Tuesday, August 16, 2022 at 5:30 p.m. with participants present at Centerville City Hall, 250 North Main Street.

DIRECTORS PRESENT

Gina Hirst
William Ince
Robyn Mecham, Vice Chair
Clark Wilkinson, Chair

DIRECTOR ABSENT

George McEwan
Spencer Summerhays

STAFF PRESENT

Brant Hanson, RDA Executive Director
Lisa Romney, City Attorney
Jennifer Robison, City Recorder
Nate Plaizier, Finance Director

VISITOR

Jansen Davis, CPT Executive Director

Chair Wilkinson called the RDA meeting to order at 5:41 p.m.

CENTERPOINT THEATRE GALA

CenterPoint Theatre Executive Director Jansen Davis explained plans for the annual CPT fundraising gala, scheduled for October 29, 2022, with a “Magnificent Masquerade” theme. RDA Directors in attendance expressed a desire to support the gala event. Mr. Davis answered questions from the RDA.

Director Ince made a **motion** for the RDA to support the fundraising gala event in the amount of \$2,000. Director Hirst seconded the motion, which passed by unanimous vote (3-0).

MINUTES REVIEW AND APPROVAL

Minutes of the June 7, 2022 RDA meeting were reviewed. Director Ince **moved** to accept the minutes, and Director Hirst seconded the motion. The motion passed by unanimous vote (3-0).

ADJOURNMENT

At 5:56 p.m., Director Hirst **moved** to adjourn the RDA meeting. Director Ince seconded the motion, which passed by unanimous vote (3-0).

Brant T. Hanson, RDA Executive Director

Date Approved