

SOUTH JORDAN CITY REDEVELOPMENT AGENCY

RESOLUTION NO. RDA 2023-08

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH THE CITY
OF SOUTH JORDAN FOR THE SOUTHWEST QUADRANT URBAN CENTER
COMMUNITY REINVESTMENT PROJECT AREA**

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, of the Utah Code (the “**Interlocal 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;

WHEREAS South Jordan City Redevelopment Agency (the “**Agency**”) and South Jordan City (the “**City**”) are “public agencies” for purposes of the Interlocal Act and the City is a “**Taxing Entity**” as defined in Utah Code § 17C-1-102(62);

WHEREAS the Agency has adopted an Amended Project Area Plan, (“**Amended Plan**”) which was also ordained by the City, for the Southwest Quadrant Urban Center Community Reinvestment Project Area (the “**Project Area**”) pursuant to Title 17C of the Utah Code;

WHEREAS, the Agency has adopted an Amended Project Area Budget (“**Amended Budget**”) for the Southwest Quadrant Urban Center Community Reinvestment Project Area pursuant to Title 17C of the Utah Code;

WHEREAS after careful analysis and consideration of relevant information, the City desires to enter into an interlocal agreement with the Agency (the “**Interlocal Agreement**”) whereby the City consents to the Agency receiving for an extended period of time a portion of the “**Tax Increment**” as defined in Utah Code § 17C-1-102(61) produced by the City’s levy on real and personal property within the Project Area according to the Amended Plan and Amended Budget; and

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

THEREFORE, BE IT RESOLVED BY THE SOUTH JORDAN CITY REDEVELOPMENT AGENCY AS FOLLOWS:

1. The Interlocal Agreement for the Project Area, substantially in the form attached hereto as **Exhibit A**, is approved and Agency Chair and Secretary are authorized to execute the Interlocal Agreement on behalf of the Agency.

2. The Agency Chair, in consultation with Agency legal counsel, may make such minor additions, changes, and emendations as deemed necessary prior to the execution of the Interlocal Agreement by the Agency.

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

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

5. The Interlocal Agreement shall be effective on the date of the notice required by Utah Code §17C-5-205 is accomplished.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED on the ____ day of September 2023.

**SOUTH JORDAN CITY
REDEVELOPMENT AGENCY**

Dawn R. Ramsey, Agency Chair

ATTEST:

Anna Crookston, Agency Secretary

Approved as to Form:

J. Craig Smith
J. Craig Smith (Sep 15, 2023 17:19 MDT)

J. Craig Smith, Agency Counsel

EXHIBIT A

Interlocal Agreement

**SOUTHWEST QUADRANT UBRAN CENTER
COMMUNITY REINVESTMENT PROJECT AREA**

**INTERLOCAL AGREEMENT
by and between the
SOUTH JORDAN CITY REDEVELOPMENT AGENCY
and
SOUTH JORDAN CITY**

THIS INTERLOCAL AGREEMENT (“Interlocal Agreement”) is entered into as of this 19th day of September, 2023, by and between the **SOUTH JORDAN CITY REDEVELOPMENT AGENCY**, a political subdivision of the State of Utah (the “**Agency**”) and **SOUTH JORDAN CITY, UTAH**, a political subdivision of the State of Utah (the “**City**”) the Agency and the City may also be individually referred to as “**Party**” and collectively as “**Parties**”.

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within the City, as contemplated by the Act;

B. WHEREAS the Agency and City created the Southwest Quadrant Urban Center Community Reinvestment Project Area (the “**Project Area**”), adopted a community reinvestment project area plan for the Project Area (“**Original Project Area Plan**”), on April 19, 2022, and the Agency also adopted the Southwest Quadrant Urban Center Community Reinvestment Project Area Budget (“**Original Project Area Budget**”) on that same date;

C. WHEREAS on September 19, 2023, the Agency adopted an Amended Plan (“**Amended Plan**”) for the Project Area to replace and supersede the Original Project Area Plan and a copy of the Amended Plan is attached hereto as **Exhibit A**, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to promote desirable development within the Project Area;

D. WHEREAS on September 19, 2023, the Agency adopted an Amended Project Area Budget (“**Amended Budget**”) to replace and supersede the Original Project Area Budget and a copy of the Amended Budget is attached hereto as **Exhibit B**;

E. WHEREAS, the Act authorizes the Agency and City, which is a “**Taxing Entity**” as defined in Section § 17C-1-102(62) of the Act to enter into this Interlocal Agreement to govern the payment of Tax Increment to the Agency;

F. WHEREAS the City and the Agency have determined that it is in the best interests of the City to provide certain financial assistance through the sharing of tax increment as defined in Section 17C-1-102(61) of the Act (hereinafter “**Tax Increment**”) in connection with the development of the Project Area as set forth in the Amended Plan;

G. WHEREAS the Agency anticipates providing a portion of the Tax Increment, created by development within the Project Area to encourage desirable development within the Project Area;

H. WHEREAS the Tax Increment will be used to fund the installation of public infrastructure improvements, to reimburse the costs of the installation of such public infrastructure improvements, and for other purposes as allowed by the Act;

I. WHEREAS the City and the Agency have determined that it is in the best interests of the City, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Amended Plan;

J. WHEREAS Section 11-13-215 of the Cooperation Act authorizes the City, as a Taxing Entity, to share its property tax and other revenues with the Agency; and

K. WHEREAS the provisions of applicable Utah state law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11 Chapter 13 of the Utah Code, (the “**Cooperation Act**”).

NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. City's Consent.

a. Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, and the Amended Plan and Amended Budget, the City hereby agrees and consents to the Agency being paid 90% of the City’s portion of Tax Increment generated on the real and personal property within the Project Area, which would otherwise paid to the City, for twenty (20) years for each parcel of real property and personal property within the Project Area within a thirty

(30) year term (the “**Tax Increment Term**”). The Tax Increment Term shall begin in 2026 and end in 2055. As provided in the Amended Plan and Amended Budget, the Tax Increment generated on a particular parcel of real property or personal property within the Project Area may not be paid to the Agency for more than twenty (20) years.

- b. The “Base Year” as defined in Section 17C-1-102(9) of the Act to determine the “base taxable value” as defined in Section 17C-1-102(8) of the Act shall be 2022.
- c. The Tax Increment paid to the Agency shall be used for the purposes set forth in the Act as reflected herein and in the Amended Plan and Amended Budget and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the City’s tax levy rate during the year for which Tax Increment is to be paid and (b) the base year value for purposes of calculating Tax Increment shall be value of all taxable property within the Project Area as of January 1, 2022, which taxable value is subject to adjustment as required by law.
- d. The City hereby authorizes and directs Salt Lake County to pay directly to the Agency 90% of the City’s portion of real and personal property taxes generated within the Project Area to the Agency in accordance with Section 17C-5-206 of the Act for the periods described herein.

2. Authorized Uses of Tax Increment. The Parties agree that the Agency may apply all or part of the Tax Increment paid to the Agency to the payment of any of the components of the development within the Project Area and related purposes, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to one or more “**Participants**” as defined in Section 17C-1-102(40) of the Act within the Project Area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act. Tax Increment may also be used for housing including “Income Targeted Housing” as defined in Section 17C-1-102(32) of the Act.

3. Requirement for Written Participation Agreement. If incentives are paid to a Participant “the Agency will enter into a written “**Participation Agreement**” as defined in Section 17C-1-102(41) of the Act with the Participant and such Participation Agreement will be approved by Resolution of the Agency Board.

4. Return of Tax Increment to City. If the Agency, in its sole discretion, is unable to utilize the full amount of the City’s Share for the uses authorized in this Interlocal

Agreement, then the Agency shall return to the City that portion of the Tax Increment that the Agency is unable to utilize.

5. Consent to Project Area Budget. As required by Section 17C-5-304, the City consents to the Amended Budget adopted by the Agency for the Project Area and as it may be amended from time to time.

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

7. Due Diligence. Each Party acknowledges it has performed its own review, investigation, and due diligence regarding the relevant law and facts upon which this Interlocal Agreement is based, including representations of the Agency concerning the Project and the Project's benefits to the community and to the Parties, and each Party relies upon its own understanding of the relevant law and facts, information, and representations, after having completed its own due diligence and investigation.

8. Compliance with Interlocal Cooperation Act & Public Notice Requirements
In satisfaction of the requirements of the Interlocal Act and Notice requirements in the Interlocal Act, the Parties agree as follows:

- a.** This Interlocal Agreement shall be authorized and adopted by resolution of the governing body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.
- b.** This Interlocal 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 Section 11-13-202.5(3) of the Cooperation Act.
- c.** A duly executed original counterpart of this Interlocal 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 Interlocal Act, pursuant to Section 11-13-207 of the Cooperation Act.

- e. The term of this Interlocal Agreement shall commence on the publication of the notice required by Section 11-4-202 of the Cooperation Act and shall continue through the date on which all of the Incentive has been paid to and disbursed by the Agency pursuant to the Amended Budget unless the Parties agree to terminate this Interlocal Agreement on an earlier or later date.
- f. Following the execution of this Interlocal Agreement by both Parties, the Parties shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-4-202 of the Act.
- g. No Separate Legal Entity is created by this Interlocal Agreement.

9. Modification and Amendment. Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Interlocal Agreement shall be of no force or effect.

10. Further Assurances. Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Interlocal Agreement.

Governing Law & Venue. This Interlocal Agreement shall be governed by, and construed and interpreted in accordance with, 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 a court of competent jurisdiction in Salt Lake County, Utah, and the Parties agree to submit to the jurisdiction of such court.

11. Interpretation. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."

12. Severability. If any provision of this Interlocal Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Interlocal Agreement will not be materially and adversely affected thereby,

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

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

14. Time of the Essence. Time shall be of the essence in the performance of all duties and obligations of this Interlocal Agreement.

15. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of this Interlocal Agreement.

16. Incorporation of Exhibits. The exhibits to this Interlocal Agreement are hereby incorporated by reference as part of this Interlocal Agreement.

17. Counterparts. This Interlocal Agreement may be executed in duplicate originals, each of which shall be deemed an original.

18. Assignment. No Party may assign its rights, duties or obligations under this Interlocal Agreement without the prior written consent of both Parties.

19. Authority to Bind. Each individual executing this Interlocal Agreement represents that upon executing this Interlocal Agreement, this Interlocal Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

20. Entire Agreement. This Interlocal 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.

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

22. 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.

23. Conflict with Amended Plan or Amended Budget. If it is determined there is a conflict between this Interlocal Agreement and the Amended Plan, Amended Budget, or both, the terms of the Amended Plan and/or Amended Budget shall take precedence and control.

24. Prohibition or Reduction of Tax Increment. In the event the payment of Tax Increment to the Agency is prohibited or reduced by any state or federal law or regulation or by the decision of a court of competent jurisdiction, the payment of Tax Increment to the Agency shall be terminated or reduced accordingly.

ENTERED into as of the day and year first above written.

[Remainder of page intentionally left blank; signature pages to follow]

**SOUTH JORDAN CITY
REDEVELOPMENT AGENCY**

By: _____
Dawn Ramsey, Chair

ATTEST:

By: _____
Anna Crookston, Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the South Jordan City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

J. Craig Smith
J. Craig Smith (Sep 15, 2023 17:19 MDT)

J. Craig Smith, Agency Counsel

SOUTH JORDAN CITY, UTAH

By: _____
Dawn Ramsey, Mayor

ATTEST:

By: _____
Anna Crookston, City Recorder

Attorney Review for the City:

The undersigned, as attorney for South Jordan City, Utah, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Ryan Loose, City Attorney

EXHIBIT A

SOUTHWEST QUADRANT URBAN CENTER COMMUNITY REINVESTMENT PROJECT AREA AMENDED PLAN

EXHIBIT B

**SOUTHWEST QUADRANT URBAN CENTER COMMUNITY REINVESTMENT
PROJECT AREA AMENDED BUDGET**