

Redevelopment Agency of Sandy City



Stephen P. Smith	Chair
Maren Barker	Vice-Chair
Scott Cowdell	Board Member
Chris McCandless	Board Member
Steve Fairbanks	Board Member
Linda Martinez- Saville	Board Member
Kristin Coleman-Nicholl	Board Member

Tuesday, March 14, 2017

Sandy City Hall
10000 Centennial Parkway, Sandy, Utah

Agenda

Meeting time: Approximately 7:00 p.m.

1. Motion to convene Redevelopment Agency meeting
2. Resolution RD 17-01. A Resolution of the Redevelopment Agency of Sandy City approving an Interlocal Cooperation Agreement with the Metropolitan Water District of Salt Lake and Sandy, regarding Tax Increment within the Civic Center North Redevelopment Project Area.
3. Resolution RD 17-02. A Resolution of the Redevelopment Agency of Sandy City approving an Interlocal Cooperation Agreement with the Sandy Suburban Improvement District, regarding Tax Increment within the Civic Center North Redevelopment Project Area.
4. Resolution RD 17-03. A Resolution of the Redevelopment Agency of Sandy City approving a consulting agreement with Lewis Young Robertson & Burningham, Inc. relating to the provision of financial consulting and advisory services.
5. Approval of Minutes:
April 26th, 2016
June 7th, 2016
June 14th, 2016
6. Motion to adjourn Redevelopment Agency meeting.

In compliance with the Americans with Disabilities Act, reasonable accommodations for individuals with disabilities will be provided upon request. For assistance please call [\(801\) 568-7141](tel:8015687141).

Resolution No. RD 17-01

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF SANDY CITY APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY, REGARDING TAX INCREMENT WITHIN THE CIVIC CENTER NORTH REDEVELOPMENT PROJECT AREA.

WHEREAS the Redevelopment Agency of Sandy City (the “Agency”) has been created by the Sandy City Council to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, known as the “Limited Purpose Local Government Entities — Community Reinvestment Agency Act” (the “RDA Act”);

WHEREAS under the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), public agencies, such as the District and the Agency, are authorized to enter agreements for joint and cooperative actions, including the sharing of tax and other revenues;

WHEREAS, the Agency desires to enter into an Interlocal Cooperation Agreement (the “Agreement”), substantially in the form attached hereto as **Exhibit A**, with the District, which Agreement generally provides for the District to extend the Agency’s collection of certain tax increment revenues to be generated within the Civic Center Redevelopment Project Area, pursuant to the RDA Act;

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

1. The Agreement in substantially the form attached hereto and incorporated herein as **Exhibit A** is approved, and the Executive Director of the Agency is authorized and directed to execute the Agreement for and on behalf of the Agency. The Executive Director may approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency’s best interest and in harmony with the intent and purpose of the Agreement as substantially set forth in the attached **Exhibit A**.

2. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED on March 14th, 2016.

Chair

Attest:

Executive Director

Secretary

Exhibit A
Form of Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into effective as of _____, 2017, by and between **REDEVELOPMENT AGENCY OF SANDY CITY**, a political subdivision of the State of Utah (the “**Agency**”), and **METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY**, a political subdivision of the State of Utah (the “**District**”) as follows:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (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 Sandy 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; and

B. **WHEREAS**, 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**”); and

C. **WHEREAS**, the Agency has created the Civic Center North Redevelopment Project Area (the “**Project Area**”), through the adoption of the Civic Center North Neighborhood Development Plan (the “**Project Area Plan**”), dated May 15, 1990, located within the City, which Project Area is described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Agency has received Tax Increment within the Project Area each year since 1998 and is scheduled to receive increment until 2022, according to the Act and the Project Area Plan; and

E. **WHEREAS**, the Agency, City and/or Participant(s) (as that term is defined in the Act) will incur significant additional costs and expenses to provide infrastructure improvement, potentially including but not limited to structured parking, site work, system improvements, sewer, water, and storm drain within the Project Area to incentivize development activity and to promote higher and more beneficial uses of land within the Project Area; and

F. **WHEREAS**, the Agency has requested that the City, the District, the County, the School District, and other taxing entities participate in the promotion of further urban renewal and development in the Project Area by agreeing to extend the remittance of Tax Increment that will be generated from within the Project Area to the Agency for a specified period of time as provided in Section 17C-2-207(3) of the Act; and

G. **WHEREAS**, the District has determined to extend the remittance of such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development and further urban renewal and development of the Project Area; and

H. **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 District has determined that significant additional property tax revenue (*i.e.*, “**Tax Increment**”, as defined by the Act) will likely be generated by the further urban renewal and development of 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 urban renewal and 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 facilitate, encourage and leverage such development activity.

2. **Offset of Development Costs and Expenses.** 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, as amended from time to time.

3. **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), shall remain 1990, 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 1990 Salt Lake County assessment rolls for all property located within the Project Area (which is currently estimated to be \$556,045, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Participant(s).** The Agency is authorized to 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.

5. **Payment Timeline.** The first year of the extended payment of the District's Tax Increment Share to the Agency shall be the year following the final payment of Tax Increment under the original Project Area Plan ("**Year Twenty-five**"), which is currently estimated to be tax year 2022 ("**Year Twenty-six**"). Each subsequent year, beginning with the first year after Year Twenty-six, shall be defined in sequence as Year Twenty-seven through Year Thirty-five. For purposes of clarification, the intent of this paragraph is to (i) extend the Agency's collection of the District's Tax Increment Share for an additional ten years after the Tax Increment collection under the original Project Area would otherwise terminate; if any provision of this Agreement conflicts with this expressed intent, that conflicting provision shall be construed in a manner to comply with this expressed intent. Nothing in this Agreement alters or amends the payment of the District's Tax Increment Share to the Agency through and including Year Twenty-five under the original Project Area Plan.

6. **Payment to Agency.** The District agrees that the County shall remit to the Agency annually, beginning with property tax receipts for Year Twenty-six, and continuing through receipts for Year Thirty-five, 60% of the District's Tax Increment Share. The County is authorized and instructed to pay 60% of the District's Tax Increment Share directly to the Agency annually. The County shall pay the remaining 40% of the District's Tax Increment Share directly to the District annually. The Agency must use its 60% portion of the District's Tax Increment Share for any authorized use as provided by the Act.

7. **Property Tax Revenue 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 District from the Project Area.

8. **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 Twenty.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so.

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 the District:

Metropolitan Water District of Salt Lake & Sandy
3430 East Danish Road
Cottonwood Heights, UT 84093

If to Agency:

Sandy City RDA
Attn: Redevelopment Director
10000 Centennial Parkway
Sandy, UT 84070

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.

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 both parties, executed by an agent duly authorized to do so, 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 Salt Lake County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

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

21. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty.

22. **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.

23. **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.

24. **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; 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 a 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.

[End of Agreement – Signature Page(s) Follow(s)]

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

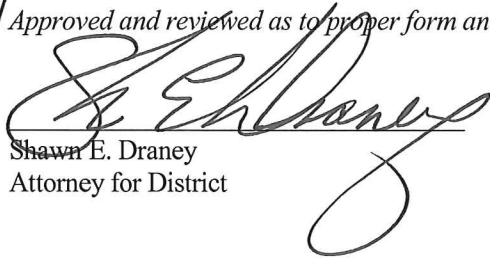
District: METROPOLITAN WATER DISTRICT OF SALT LAKE & SANDY

Attest:


Name and Title: Albert P. Allen, General Manager

By: Tom Godfrey
Tom Godfrey, Chair

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


Shawn E. Draney
Attorney for District

Agency: REDEVELOPMENT AGENCY OF SANDY CITY

Attest:

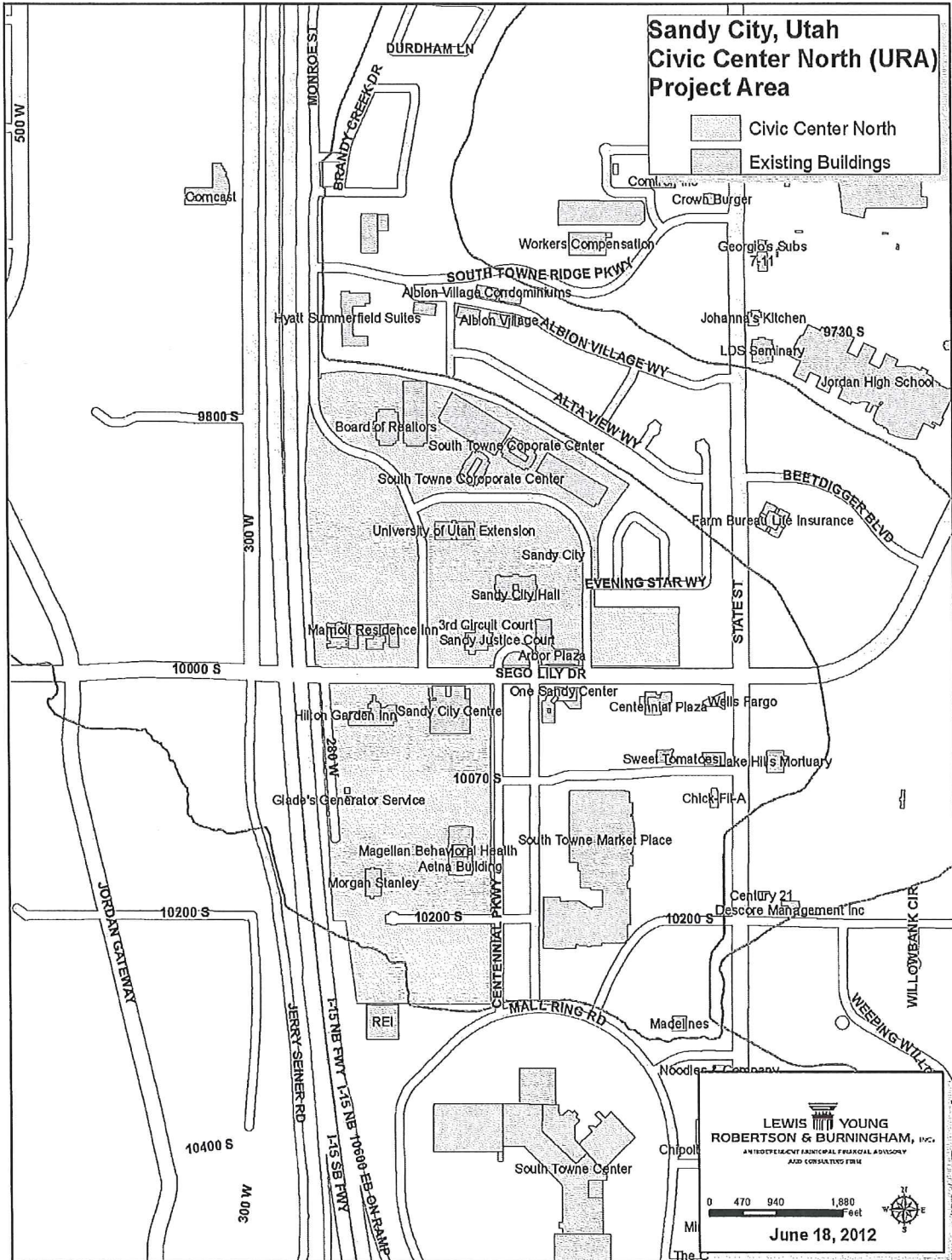
Secretary

By: _____
~~Nick Duerkson~~, Executive Director
Mayor Dolan,

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

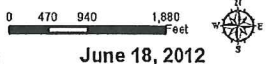
Beginning at the Northeast Corner of Lot 43, Alta View Estates Subdivision as recorded in the Salt Lake County Recorder's Office, said point being South 234.71 feet and West 524.09 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence South 36° 25' 40" West 259.15 feet along the West line of said subdivision; thence South 17° 50' 00" West 96.20 feet; thence South 229.57 feet; thence West 7.00 feet; thence South 150.04 feet; thence South 89° 59' 40" East 459.28 feet, more or less, to the North right of way line of 10000 South Street (a 66 foot right of way); thence South 89° 56' 30" West 1057.52 feet along the North right of way line of said Street; thence South 00° 08' 34" East 66.00, more or less, to the Northeast Corner of Salt Lake County tax parcel #27.12.453.008, which point is on the South right of way line of said Street; thence South 1804.17 feet; thence West 760.73 feet; thence Northwesterly along the East right of way line of a frontage road 455.00 feet, more or less, to the Southwest Corner of Salt Lake County tax parcel #27.12.453.008; thence West 66 feet, more or less, to the East line of the Highway I-15 right of way; thence Northwesterly along the East line of the I-15 Highway right of way 1400 feet, more or less; thence West 15 feet, more or less, to the Southwest Corner of the Salt Lake County tax parcel #27-12-402-004; thence Northwesterly along the I-15 Highway right of way line 1570 feet, more or less, to the South right of way line of a frontage road; thence Easterly along said right of way 66.00 feet; thence Northerly along the East right of way of said frontage road 28.00 feet, more or less, to the South right of way line of the Jordan and Salt Lake Canal; thence Southeasterly along the South right of way line of said canal to the point of Beginning.



**Sandy City, Utah
Civic Center North (URA)
Project Area**

- Civic Center North
- Existing Buildings

**LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.**
AN INTERMOUNTAIN ENGINEERING ARCHITECTURAL
AND CONSULTING FIRM



June 18, 2012

Resolution No. RD 17-02

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF SANDY CITY APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH SANDY SUBURBAN IMPROVEMENT DISTRICT, REGARDING TAX INCREMENT WITHIN THE CIVIC CENTER NORTH REDEVELOPMENT PROJECT AREA.

WHEREAS the Redevelopment Agency of Sandy City (the “Agency”) has been created by the Sandy City Council to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, known as the “Limited Purpose Local Government Entities — Community Reinvestment Agency Act” (the “RDA Act”);

WHEREAS under the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), public agencies, such as the District and the Agency, are authorized to enter agreements for joint and cooperative actions, including the sharing of tax and other revenues;

WHEREAS, the Agency desires to enter into an Interlocal Cooperation Agreement (the “Agreement”), substantially in the form attached hereto as **Exhibit A**, with the District, which Agreement generally provides for the District to extend the Agency’s collection of certain tax increment revenues to be generated within the Civic Center Redevelopment Project Area, pursuant to the RDA Act;

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

1. The Agreement in substantially the form attached hereto and incorporated herein as **Exhibit A** is approved, and the Executive Director of the Agency is authorized and directed to execute the Agreement for and on behalf of the Agency. The Executive Director may approve any minor modifications, amendments, or revisions to the Agreement as may be in the Agency’s best interest and in harmony with the intent and purpose of the Agreement as substantially set forth in the attached **Exhibit A**.

2. This resolution takes effect upon adoption.

THIS RESOLUTION IS APPROVED AND ADOPTED on March 14th, 2016.

Chair

Attest:

Executive Director

Secretary

Exhibit A
Form of Interlocal Cooperation Agreement

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into effective as of December, 2016, by and between **REDEVELOPMENT AGENCY OF SANDY CITY**, a political subdivision of the State of Utah (the “**Agency**”), and **SANDY SUBURBAN IMPROVEMENT DISTRICT**, a political subdivision of the State of Utah (the “**District**”) as follows:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities — Community Reinvestment Agency Act, Title 17C of the Utah Code Annotated (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 Sandy 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; and

B. **WHEREAS**, 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**”); and

C. **WHEREAS**, the Agency has created the Civic Center North Redevelopment Project Area (the “**Project Area**”), through the adoption of the Civic Center North Neighborhood Development Plan (the “**Project Area Plan**”), dated May 15, 1990, located within the City, which Project Area is described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Agency has received Tax Increment within the Project Area each year since 1998 and is scheduled to receive increment until 2022, according to the Act and the Project Area Plan; and

E. **WHEREAS**, the Agency, City and/or Participant(s) (as that term is defined in the Act) will incur significant additional costs and expenses to provide infrastructure improvement, potentially including but not limited to structured parking, site work, system improvements, sewer, water, and storm drain within the Project Area to incentivize development activity and to promote higher and more beneficial uses of land within the Project Area; and

F. **WHEREAS**, the Agency has requested that the City, the District, the County, the School District, and other taxing entities participate in the promotion of further urban renewal and development in the Project Area by agreeing to extend the remittance of Tax Increment that will be generated from within the Project Area to the Agency for a specified period of time as provided in Section 17C-2-207(3) of the Act; and

G. **WHEREAS**, the District has determined to extend the remittance of such payments to the Agency, as specified herein, in order to permit the Agency to leverage private development and further urban renewal and development of the Project Area; and

H. **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 District has determined that significant additional property tax revenue (*i.e.*, “**Tax Increment**”, as defined by the Act) will likely be generated by the further urban renewal and development of 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 urban renewal and 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 facilitate, encourage and leverage such development activity.

2. **Offset of Development Costs and Expenses.** 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, as amended from time to time.

3. **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), shall remain 1990, 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 1990 Salt Lake County assessment rolls for all property located within the Project Area (which is currently estimated to be \$556,045, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Participant(s).** The Agency is authorized to 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.

5. **Payment Timeline.** The first year of the extended payment of the District's Tax Increment Share to the Agency shall be the year following the final payment of Tax Increment under the original Project Area Plan ("**Year Twenty-five**"), which is currently estimated to be tax year 2022 ("**Year Twenty-six**"). Each subsequent year, beginning with the first year after Year Twenty-six, shall be defined in sequence as Year Twenty-seven through Year Thirty-five. For purposes of clarification, the intent of this paragraph is to (i) extend the Agency's collection of the District's Tax Increment Share for an additional ten years after the Tax Increment collection under the original Project Area would otherwise terminate; if any provision of this Agreement conflicts with this expressed intent, that conflicting provision shall be construed in a manner to comply with this expressed intent. Nothing in this Agreement alters or amends the payment of the District's Tax Increment Share to the Agency through and including Year Twenty-five under the original Project Area Plan.

6. **Payment to Agency.** The District agrees that the County shall remit to the Agency annually, beginning with property tax receipts for Year Twenty-six, and continuing through receipts for Year Thirty-five, 60% of the District's Tax Increment Share. The County is authorized and instructed to pay 60% of the District's Tax Increment Share directly to the Agency annually. The County shall pay the remaining 40% of the District's Tax Increment Share directly to the District annually. The Agency must use its 60% portion of the District's Tax Increment Share for any authorized use as provided by the Act.

7. **Property Tax Revenue 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 District from the Project Area.

8. **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 Twenty.

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 the District:
Sandy Suburban Improvement District
8855 S 700 W
Sandy, UT 84070

If to Agency:
Sandy City RDA
Attn: Redevelopment Director
10000 Centennial Parkway
Sandy, UT 84070

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.

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 both parties, executed by an agent duly authorized to do so, 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 Salt Lake 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 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 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.

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 Twenty.

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 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.

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 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; 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 a 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.

[End of Agreement – Signature Page(s) Follow(s)]

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

District: SANDY SUBURBAN IMPROVEMENT DISTRICT

Attest:

By: [Signature]
Name and Title: Board Chairperson

[Signature]
Name and Title: District Clerk

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

Attorney for District N/A

Agency: REDEVELOPMENT AGENCY OF SANDY CITY

Attest:



By: _____
Executive Director

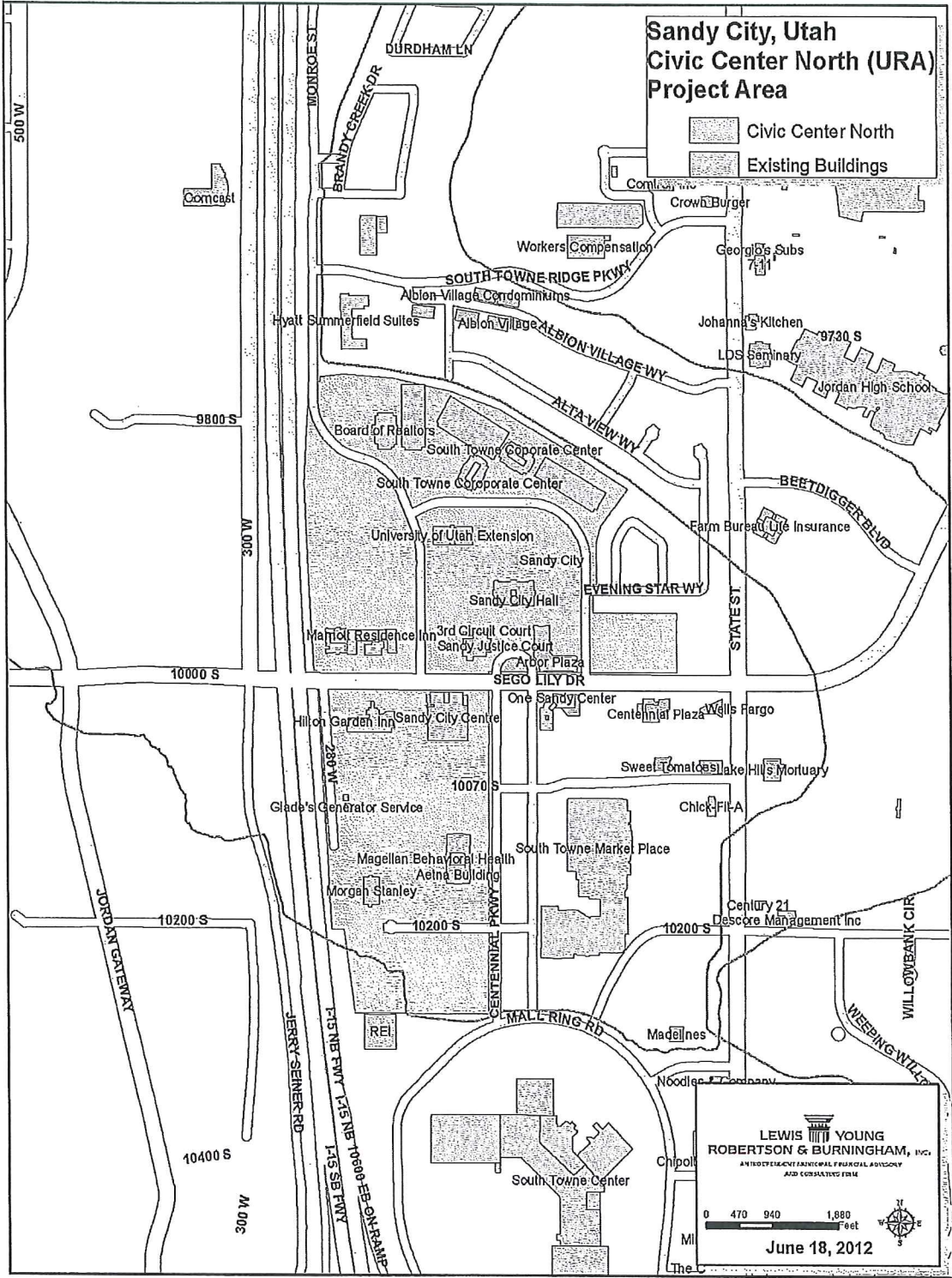
Secretary


EXHIBIT "A"
to
INTERLOCAL AGREEMENT


Beginning at the Northeast Corner of Lot 43, Alta View Estates Subdivision as recorded in the Salt Lake County Recorder's Office, said point being South 234.71 feet and West 524.09 feet from the East Quarter Corner of Section 12, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running thence South 36° 25' 40" West 259.15 feet along the West line of said subdivision; thence South 17° 50' 00" West 96.20 feet; thence South 229.57 feet; thence West 7.00 feet; thence South 150.04 feet; thence South 89° 59' 40" East 459.28 feet, more or less, to the North right of way line of 10000 South Street (a 66 foot right of way); thence South 89° 56' 30" West 1057.52 feet along the North right of way line of said Street; thence South 00° 08' 34" East 66.00, more or less, to the Northeast Corner of Salt Lake County tax parcel #27.12.453.008, which point is on the South right of way line of said Street; thence South 1804.17 feet; thence West 760.73 feet; thence Northwesterly along the East right of way line of a frontage road 455.00 feet, more or less, to the Southwest Corner of Salt Lake County tax parcel #27.12.453.008; thence West 66 feet, more or less, to the East line of the Highway I-15 right of way; thence Northwesterly along the East line of the I-15 Highway right of way 1400 feet, more or less; thence West 15 feet, more or less, to the Southwest Corner of the Salt Lake County tax parcel #27-12-402-004; thence Northwesterly along the I-15 Highway right of way line 1570 feet, more or less, to the South right of way line of a frontage road; thence Easterly along said right of way 66.00 feet; thence Northerly along the East right of way of said frontage road 28.00 feet, more or less, to the South right of way line of the Jordan and Salt Lake Canal; thence Southeasterly along the South right of way line of said canal to the point of Beginning.

Sandy City, Utah Civic Center North (URA) Project Area

-  Civic Center North
-  Existing Buildings




**LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.**
AN INTERDEPENDENT FINANCIAL & REAL ESTATE ADVISORY
AND CONSULTING FIRM


 0 470 940 1,880 Feet
 June 18, 2012

REDEVELOPMENT AGENCY OF SANDY CITY

Resolution No. RD 17-03

A RESOLUTION APPROVING A CONSULTING AGREEMENT WITH LEWIS YOUNG ROBERTSON & BURNINGHAM, INC. RELATING TO THE PROVISION OF FINANCIAL CONSULTING AND ADVISORY SERVICES.

WHEREAS the Redevelopment Agency of Sandy City (the “Agency”) has been created by the Sandy City Council to transact the business and exercise all of the powers provided for by Title 17C of the Utah Code Annotated, “Limited Purpose Local Government Entities—Community Reinvestment Agencies Act” (the “Act”); and

WHEREAS, in furtherance of its objectives and purposes as authorized under the Act, the Agency desires to engage the firm of Lewis Young Robertson & Burningham, Inc. to provide certain financial consulting and advisory services to the Agency and/or Sandy City.

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

1. The Consulting Agreement in substantially the form attached hereto as **Exhibit A** is hereby approved, and Executive Director is authorized and directed to execute the same, with any minor modifications, additions or revisions as may be in the Agency’s best interest and in harmony with the intent and purpose of the Consulting Agreement. The Executive Director’s signature upon the Consulting Agreement will constitute the Agency’s approval of any such minor modifications or revisions, if any.
2. This resolution takes effect upon adoption.

APPROVED AND ADOPTED the March 14, 2017.

Chair

Attest:

Secretary

Consulting Agreement (Lewis Young)
[attached]

Exhibit A

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is entered into by and between Lewis Young Robertson & Burningham, Inc. (“Consultant”) and the Redevelopment Agency of Sandy City (“Agency”), effective as of March 14, 2017 (the “Effective Date”).

RECITALS

A. The Consultant is a financial consulting firm with significant and extensive experience providing financial consulting services to community development and renewal agencies (aka redevelopment agencies) within the State of Utah.

B. The Agency desires to engage Consultant to provide, at the Agency’s specific direction from time to time, certain financial consulting and advisory services relating to various community reinvestment, community development, economic development, and/or urban renewal project areas to be created, extended, and/or amended by the Agency pursuant to Title 17C of the Utah Code Ann., and financial advisory services relating to the structuring, placement, etc. of debt financing by Sandy City and/or the Agency (the “Services”).

C. The Consultant, in response to a Request for Proposals provided by the Agency (the “RFP”), submitted to the Agency a consulting proposal dated February 2017 (the “Proposal”) relating to the provision of the Services to the Agency and for the benefit of Sandy City and the Agency; the terms of the RFP and the Proposal are hereby incorporated into and made a part of this Agreement, except to the extent that the express terms of this Agreement may be interpreted to conflict with the RFP or Proposal, in which case the terms of this Agreement supersede any conflicting terms of the RFP or Proposal.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The above recitals are hereby incorporated and made an integral and binding part of this Agreement.

2. Services. Consultant will provide the Services to the Agency at the exclusive direction and oversight of the Agency acting through the Executive Director or Redevelopment Director or their designees.

3. Commercially Reasonable Efforts. Consultant will perform all Services in a diligent, timely, professional and ethical manner on a “commercially reasonable efforts” basis, consistent with the Agency’s various guidelines and policies. Likewise, the Agency will use its commercially reasonable efforts and full cooperation to assist Consultant in providing the Services. Consultant will make available to Agency such of Consultant's business time, resources, employees, and attention as may be commercially reasonable to perform the Services. Consultant shall provide the Agency with reports, oral or written, on an "as needed" basis or

upon the reasonable request of the Executive Director and/or the Redevelopment Director and/or their designees.

4. Compensation. Consultant's compensation for providing the Services shall be as set forth under the attached **Exhibit A**. The Consultant will tabulate and compile all fees for Services on a monthly basis and will provide an invoice to the Agency by or before the 15th day of the following month. Consultant will include in its invoice any reimbursable expenses, as described in the following paragraph, incurred in the applicable billing month. The invoices must detail the work completed, and the corresponding time billed, by each of Consultant's employees and staff. The Agency will pay all complete and proper invoices within 60 days after receipt of the same.

5. Expenses. Consultant will be responsible for its own expenses and shall not be entitled to seek reimbursement from the Agency without either the Executive Director or Redevelopment Director's prior written approval for a given expense. Notwithstanding the foregoing, however, the Agency will pay expenses, in addition to the fees for professional services set forth in **Exhibit A**, that are reasonably necessary for Consultant's provision of the Services. Such authorized expenses may include, but are not necessarily limited to, travel, printing and presentation graphics, and other materials costs reasonable and necessarily incurred by Consultant in the provision of its Services, and will be billed by Consultant at Consultant's actual cost without any markup.

6. Additional Services. Consultant will not, without the advance written approval of either the Executive Director or the Redevelopment Director, be paid for performing any work other than for the Services as specifically requested by Executive Director or the Redevelopment Director from time to time.

7. Ownership of Service Materials. The Agency is and shall at all times be the owner of all project deliverables produced by the Consultant or provided to the Agency in connection with the performance of the Services, including but not limited to reports, analyses, studies, presentations, plans, software files and other electronic data, etc.

8. Indemnification. The Agency and Consultant will indemnify, defend and hold harmless the other, and their respective directors, officers, employees, agents, consultants and representatives, from and against liability for all claims, losses, damages and expenses including attorneys' fees, to the extent such claims, losses, damages or expenses are caused by or related in any way to the indemnifying party's performance of any obligations or activities, or failure to perform any obligations or activities, under this Agreement. In the event claims, losses, damages or expenses are caused by the joint or concurrent actions or, as applicable, inactions of the Agency and the Consultant, they shall be borne by each party in proportion to each party's contribution to the claim, loss, damage or expense.

9. Term and Termination. This Agreement will terminate automatically three years after the Effective Date. During the term of this Agreement, either party may terminate this Agreement by providing at least sixty days' advance written notice to the other party. The Agency will pay all outstanding and legitimate invoices, and the Consultant will complete all pending projects, if any, prior to the termination of this Agreement.

10. Independent Contractor. Consultant is not an employee of Agency, but is engaged as an independent contractor within the meaning of common law, worker's compensation statutes, unemployment and insurance statutes, Social Security Acts, the United States Internal Revenue Code with respect to income tax withholding requirements and all other laws governing employers and employees. The methods and day-to-day activities of Consultant's provision of the Services shall be left substantially to Consultant's discretion; however, the Agency retains authority over all final decisions relating to the matters on which the Consultant provides any Services. The parties disclaim any partnership, joint venture, fiduciary, agency or employment status or relationship between them. No party has the authority to make any representation or warranty or incur any obligation or liability on behalf of the other party, nor shall they make any representation to any third party inconsistent with this paragraph. This Agreement shall not preclude Consultant from engaging in any other consulting or project work for Sandy, the Agency, or any affiliated entities. Likewise, the Agency shall not be required to work exclusively with the Consultant regarding activities relating in any way to the Services.

11. Agency a Distinct Political Subdivision. The Consultant acknowledges that the Agency is a political subdivision of the State of Utah operating and existing under Title 17C of the Utah Code Ann., separate and distinct from Sandy City, for the purpose of, among other things, promoting the urban renewal, economic development, community reinvestment and community development of Sandy City. The Consultant acknowledges that although the Consultant may provide services that benefit Sandy City, Sandy City is not a party to this Agreement and Sandy City will not have any duties or obligations under this Agreement.

12. Entire Agreement. The terms contained in this Agreement constitute the entire Agreement between the Parties concerning the subject matter of this Agreement.

13. No Oral Modification. No provision of this Agreement can be modified, amended, or supplemented except in a writing signed by an authorized representative of each party to be bound.

14. Governing Law and Venue. The laws of the State of Utah govern the interpretation and enforcement of this Agreement, and any action brought to enforce any of the terms of this Agreement must be brought in the state or federal courts, as applicable, in Salt Lake County, Utah.

15. Waiver. The Parties agree that no waiver of any of the rights granted under this Agreement will be effective unless made in writing. Any written waiver will not affect other rights not specifically waived.

16. No Assignment. This Agreement may not be assigned by either party.

[End of terms - signature page to follow]

SIGNATURE PAGE TO CONSULTING AGREEMENT.

CONSULTANT

LEWIS YOUNG ROBERTSON & BURNINGHAM, INC.

Signature: _____
Name: _____
Title: _____

REDEVELOPMENT AGENCY OF SANDY CITY

Tom Dolan, *Executive Director*

Attest:

Vickey Barrett, *Secretary*

Exhibit A

Individual	Hourly Rate
Principal/Sr. Vice President	\$250 per hour
Vice President	\$180 per hour
Senior Analyst	\$150 per hour
Analyst	\$100 per hour
GIS Tech Support	\$100 per hour
Administrative	\$50 per hour

Meeting of the Redevelopment Agency of Sandy City

April 26, 2016

City Council Chambers, Sandy City Hall
10000 South Centennial Parkway, Sandy, Utah

MINUTES

Present: Chairman Kris Coleman-Nicholl, Scott Cowdell, Steve Fairbanks, Steve Smith, Chris McCandless, Linda Martinez Saville.

Absent: Maren Barker

Mayor: Tom Dolan

Others in Attendance: CAO Byron Jorgenson, Deputy Mayor John Hiskey, Assistant CAO Korban Lee, Assistant CAO Scott Bond, City Attorney Rob Wall; Economic Development Director Nick Duerksen, Economic Development Project Manager Kasey Dunlavy; Public Works Director Rick Smith, Police Chief Kevin Thacker, Fire Chief Bruce Cline, City Attorney Rob Wall, Community Development Director Mike Coulam, Parks & Recreation Director Scott Earl, Administrative Services Director Brian Kelley, Management Analyst Adam Anderson; Budget Coordinator Brett Neumann; Community Development Assistant Director James Sorensen; Council Office Director Mike Applegarth, Office Manager Pam Lehman.

1. Motion was made by Mr. Fairbanks to recess the meeting of the City Council and convene the Sandy City Redevelopment Meeting. Mr. McCandless seconded the motion with all voting "yes".
2. The Redevelopment Agency Meeting commenced at 9:15 p.m.
3. Resolution RD 16-04. A Resolution of the Redevelopment Agency of Sandy City approving a Parking Agreement and related Payment Agreement, relating to the encouragement of economic development activities and the acquisition of public parking rights within the South Towne Ridge Economic Development Project Area.

Nick Duerksen shared this is the agreement for the Parking Terrace between the City & the County. This agreement provides how payment is received and distributed and details regarding use of the parking by the City and County.

Chris McCandless asked what Parr Brown's involvement is in this document?
Nick stated that Parr Brown is the attorney for Raddon.

Motion made by Mr. McCandless to approve Resolution RD 16-04. A Resolution of the Redevelopment Agency of Sandy City approving a Parking Agreement and

related Payment Agreement, relating to the encouragement of economic development activities and the acquisition of public parking rights within the South Towne Ridge Economic Development Project Area. Seconded by Mrs. Saville.

Vote: Mr. McCandless - Yes, Mrs. Saville – Yes, Mr. Cowdell – Yes, Mr. Fairbanks – Yes, Mr. Smith – Yes, Mrs. Nicholl – Yes.

4. Resolution RD 16-05. A Resolution of the Redevelopment Agency of Sandy authorizing the execution of a Participation Agreement with Workers Compensation Fund relating to new commercial development within the South Towne Ridge Economic Development Project Area. Nick stated that this participation agreement is similar to ones we have done with other entities. Nick said this is for participation for relocating and covering the canal that runs through the project. This provides for up to 1.5 mil towards covering of the canal. Which is a cap of 50% of the total project.

Motion made by Mr. McCandless to approve Resolution RD 16-05. A Resolution of the Redevelopment Agency of Sandy authorizing the execution of a Participation Agreement with Workers Compensation Fund relating to new commercial development within the South Towne Ridge Economic Development Project Area. Seconded by Mrs. Saville.

Vote: Mr. McCandless - Yes, Mrs. Saville – Yes, Mr. Cowdell – Yes, Mr. Fairbanks – Yes, Mr. Smith – Yes, Mrs. Nicholl – Yes.

5. Approval of Minutes:
March 29, 2016

Motion was made by Mr. Smith to approve the minutes for March 29, 2016. Mr. Cowdell seconded the motion with all voting yes.

6. Motion to adjourn Redevelopment Agency Meeting: Mr. Fairbanks made a motion to recess the meeting of the RDA. Mrs. Saville seconded the motion, with all voting “yes”.

The meeting recessed at 9:50 p.m.

ATTEST:

Stephen P. Smith – Chairman

Vickey Barrett - Secretary

Meeting of the Redevelopment Agency of Sandy City

June 7, 2016

City Council Chambers, Sandy City Hall
10000 South Centennial Parkway, Sandy, Utah

MINUTES

Present: Chairman Kris Coleman-Nicholl, Scott Cowdell, Steve Fairbanks, Stephen P. Smith, Chris McCandless, Linda Martinez Saville.

Absent: Maren Barker

Mayor: Tom Dolan

Others in Attendance: CAO Byron Jorgenson, Deputy to the Mayor John Hiskey, Assistant CAO Scott Bond, Assistant CAO Korban Lee, Economic Development Director Nick Duerksen, Economic Development Project Manager Kasey Dunlavy, Economic Development/RDA Assistant Vickey Barrett, City Attorney Rob Wall, Senior Attorney Steve Osborn, City Prosecutor Doug Johnson, Community Development Director Mike Coulam, Zoning Administrator Brian McQuiston, Administrative Services Director Brian Kelley, Fire Chief Bruce Cline, Parks & Recreation Director Scott Earl, Police Chief Kevin Thacker, Public Utilities Director Shane Pace, Public Works Director Rick Smith, Council Office Director Mike Applegarth, Office Manager Pam Lehman, Executive Secretary Verene Froisland.

1. Motion was made by Mr. Cowdell to recess the meeting of the City Council and convene the Sandy City Redevelopment Meeting. Mr. Smith seconded the motion with all voting "yes".
2. The Redevelopment Agency Meeting commenced at 9:15 p.m.
3. Resolution RD 16-06. A Resolution of the Redevelopment Agency of Sandy City approving an Interlocal Cooperation Agreement with Sandy City, regarding restructuring a loan from the City to the Agency.
Nick Duerksen stated that this is the same agreement Council just adopted for the City which requires the City to enter into a note with the RDA for repayment of the \$2,000,000 note to the City.

Motion made by Mr. Fairbanks to approve Resolution RD 16-06. A Resolution of the Redevelopment Agency of Sandy City approving an Interlocal Cooperation Agreement with Sandy City, regarding restructuring a loan from the City to the Agency. Seconded by Mr. Cowdell.

Vote: Mr. Fairbanks – Yes, Mr. Cowdell – Yes, Mrs. Saville – Yes, Mr. Smith - Yes, Mr. McCandless - Yes, Mrs. Nicholl – Yes.

4. Motion to adjourn Redevelopment Agency Meeting: Mr. Smith made a motion to recess the meeting of the RDA. Mr. McCandless seconded the motion, with all voting “yes”.

The meeting recessed at 9:35 p.m.

ATTEST:

Stephen P. Smith – Chairman

Vickey Barrett - Secretary

Meeting of the Redevelopment Agency of Sandy City

June 14, 2016

City Council Chambers, Sandy City Hall
10000 South Centennial Parkway, Sandy, Utah

MINUTES

Present: Chairman Kris Coleman-Nicholl, Scott Cowdell, Steve Fairbanks, Steven P. Smith, Chris McCandless, Linda Martinez Saville, and Maren Barker.

Mayor: Tom Dolan

Others in Attendance: CAO Byron Jorgenson, Deputy to the Mayor John Hiskey, Assistant CAO Scott Bond, Assistant CAO Korban Lee, Economic Development Director Nick Duerksen, Economic Development Project Manager Kasey Dunlavy, , City Attorney Rob Wall, Community Development Director Mike Coulam, Long Range Planning Manager Mike Wilcox; Administrative Services Director Brian Kelley; Budget Coordinator Brett Neumann; Management Analyst Adam Anderson; Director Human Resources Katrina Frederick; Community Events Director Mearle Marsh; Fire Chief Bruce Cline, Parks & Recreation Director Scott Earl, Police Chief Kevin Thacker, Public Utilities Director Shane Pace, Public Works Director Rick Smith, Council Office Director Mike Applegarth, Office Manager Pam Lehman, Executive Secretary Verene Froisland.

1. Motion was made by Mr. Fairbanks to recess the meeting of the City Council and convene the Sandy City Redevelopment Meeting. Mr. Fairbanks seconded the motion with all voting “yes”.
2. The Redevelopment Agency Meeting commenced at 6:32 p.m.
3. Resolution RD 16-07. A Resolution of the Redevelopment Agency Board of Directors adopting the annual budget of the Redevelopment Agency of Sandy City, Utah, for the fiscal year beginning July 1, 2016 and ending June 30, 2017. Brian Kelly presented the Redevelopment Agency budget and asked if there were any questions. Mrs. Nicholl asked if there were any public comments. Seeing none, she asked for a motion to approve.

Motion made by Mr. Fairbanks to approve Resolution RD 16-07. A Resolution of the Redevelopment Agency Board of Directors adopting the annual budget of the Redevelopment Agency of Sandy City, Utah, for the fiscal year beginning July 1, 2016 and ending June 30, 2017. Seconded by Mr. Smith.

Vote: Mr. Fairbanks– Yes, Mr. Smith – Yes, Mr. McCandless – Yes, Ms. Nicholl - Yes, Mrs. Saville - Yes, Mr. Cowdell – Yes, Mrs. Barker – Yes.

4. Motion to adjourn Redevelopment Agency Meeting: Mr. Fairbanks made a motion to recess the meeting of the RDA. Mr. McCandless seconded the motion, with all voting “yes”.

The meeting recessed at 6:45 p.m.

ATTEST:

Stephen P. Smith – Chairman

Vickey Barrett - Secretary