



CITY OF LOGAN REDEVELOPMENT AGENCY

**Resolution
No. 19-01 RDA**

**A RESOLUTION APPROVING AND ADOPTING TAX
INCREMENT INTERLOCAL AGREEMENTS FOR THE
SOUTH MAIN RIVER COMMUNITY REINVESTMENT
PROJECT AREA**

WHEREAS, the Redevelopment Agency of the City of Logan (hereinafter "Agency") is authorized pursuant to U.C.A. §17C-5-204 to enter into interlocal agreements with taxing entities to receive tax increment from project areas; and

WHEREAS, the Agency has proposed and the taxing entities have agreed to enter into interlocal agreements that will allow the Agency to receive a portion of the tax increment generated in the South Main River Project Area.

NOW THEREFORE BE IT RESOLVED, that the Agency approves and adopts the following:

1. The interlocal agreement between the Agency and the Logan City School District, attached as Exhibit A;
2. The interlocal agreement between the Agency and Cache County, attached as Exhibit B.
3. The interlocal agreement between the Agency and the City of Logan, attached as Exhibit C

This resolution duly adopted upon this 5 day of February, 2019, by the following vote:

Ayes: Anderson, Bradfield.

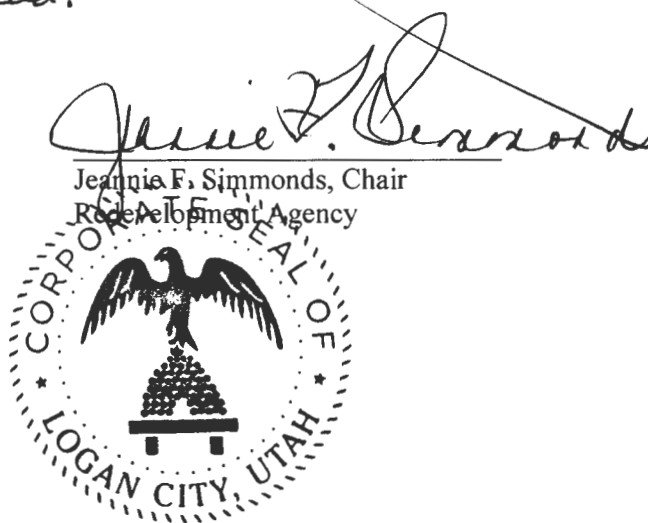
Nays: none

Absent: none

Recessed: Olson

Attest:

Teresa Harris
Teresa Harris, City Recorder



**NOTICE OF INTERLOCAL AGREEMENTS FOR PROJECT AREA FUNDS
GENERATED FROM THE SOUTH MAIN RIVER COMMUNITY
REINVESTMENT PROJECT AREA**

Public notice is hereby given that the Logan Redevelopment Agency (RDA) of the City of Logan has entered into Interlocal Agreements to receive project area funds from the SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA (Project Area) with the following taxing entities: **Cache County, Logan City School District, and the City of Logan.** The Interlocal agreements are substantially the same with each taxing entity and in summary allows the RDA to receive 70% of the property tax generated in the Project Area that is in excess of the property tax that will be received from the Project Area for 2018, for a period of 15 years starting in 2020 or 2021 as selected by the RDA.

The Interlocal Agreements are available for inspection at the Agency offices located at 290 North 100 West, Logan, Utah at the offices of the Economic Development Department Monday through Friday between the hours of 8 a.m. and 5 p.m.

Teresa Harris, City Recorder
Publication Date: February 7, 2019

Checklist for Posting/Publishing

- Utah Public Notice Website – Date Posted: 2/6/19
- Herald Journal – Date Emailed: 2/6/19
- City Website – Date Posted: 2/6/19



Teresa Harris <teresa.harris@loganutah.org>

Confirmation: Ad 1865833 for LOGAN CITY LEGAL

1 message

CACHE VALLEY PUBLISHING <ljackson@hjnews.com>

Wed, Feb 6, 2019 at 10:10 AM

To: teresa.harris@loganutah.org

Cc: ljackson@hjnews.com

Please see attached Confirmation and Proof of your ad. We will run this ad as shown unless otherwise directed. Your ad is scheduled to run for one day, February 7, 2019. The price for your ad is \$68.26.

Thank you.

Laurie Jackson, Classifieds Manager - Herald Journal, 435-752-2121, Ext. 1022
Legals - Herald Journal, Tremonton Leader, Preston Citizen, News Examiner

It is as important to us as it is to you that your ad runs correctly. So, if a proof is attached to this email, please examine it carefully for accuracy including: spelling and text | names | graphics/photos/logos | dates, days and times | address and phone numbers | ad size



AD1865833_jnl.pdf

17K

CACHE VALLEY PUBLISHING
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(435)752-2121
Fax (435)753-6642

ORDER CONFIRMATION

Salesperson: LAURIE JACKSON

Printed at 02/06/19 09:09 by lja13

Acct #: 180841

Ad #: 1865833

Status: New WHOLD

LOGAN CITY LEGAL
290 NORTH 100 WEST
LOGAN UT 84321

Start: 02/07/2019 Stop: 02/07/2019
Times Ord: 1 Times Run: ***
LEGL 2.00 X 29.00 Words: 184
Total LEGL 58.00
Class: 0006 GOVERNMENT NOTICES
Rate: LG Cost: 68.26
Affidavits: 1

Contact:

Phone: (435)716-9797

Fax#: (435)716-9797

Email: lori.mathys@loganutah.org

Agency:

Ad Descrpt: TERESA HARRIS

Given by: *

P.O. #:

Created: lja13 02/06/19 09:01

Last Changed: lja13 02/06/19 09:08

PUB ZONE EDT TP RUN DATES
HJ A 96 S 02/07
HJWN A 97 S 02/07

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Name (print or type)

Name (signature)

(CONTINUED ON NEXT PAGE)

CACHE VALLEY PUBLISHING
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(435) 752-2121
Fax (435) 753-6642

ORDER CONFIRMATION (CONTINUED)

Salesperson: LAURIE JACKSON

Printed at 02/06/19 09:09 by lja13

Acct #: 180841

Ad #: 1865833

Status: New WHOLD WHOI

**NOTICE OF INTERLOCAL AGREEMENTS FOR
PROJECT AREA FUNDS GENERATED FROM THE
SOUTH MAIN RIVER COMMUNITY REINVESTMENT
PROJECT AREA**

Public notice is hereby given that the Logan Redevelopment Agency (RDA) of the City of Logan has entered into Interlocal Agreements to receive project area funds from the SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA (Project Area) with the following taxing entities: Cache County, Logan City School District, and the City of Logan. The Interlocal agreements are substantially the same with each taxing entity and in summary allows the RDA to receive 70% of the property tax generated in the Project Area that is in excess of the property tax that will be received from the Project Area for 2018, for a period of 15 years starting in 2020 or 2021 as selected by the RDA.

The Interlocal Agreements are available for inspection at the Agency offices located at 290 North 100 West, Logan, Utah at the offices of the Economic Development Department Monday through Friday between the hours of 8 a.m. and 5 p.m.

Teresa Harris, City Recorder

Published February 7, 2019

Ref. No. 1865833



Teresa Harris <teresa.harris@loganutah.org>

Public Notice for Redevelopment Agency

1 message

support@utah.gov <support@utah.gov>

Wed, Feb 6, 2019 at 9:24 AM

To: teresa.harris@loganutah.org

Utah Public Notice

Redevelopment Agency

Notice of Interlocal Agreements for Project Area Funds Generated from the South Main River Community Reinvestment Project Area

Notice Date & Time: 2/7/19 8:00 AM**Description/Agenda:****NOTICE OF INTERLOCAL AGREEMENTS FOR PROJECT AREA FUNDS GENERATED FROM THE SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA**

Public notice is hereby given that the Logan Redevelopment Agency (RDA) of the City of Logan has entered into Interlocal Agreements to receive project area funds from the SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA (Project Area) with the following taxing entities: Cache County, Logan City School District, and the City of Logan. The Interlocal agreements are substantially the same with each taxing entity and in summary allows the RDA to receive 70% of the property tax generated in the Project Area that is in excess of the property tax that will be received from the Project Area for 2018, for a period of 15 years starting in 2020 or 2021 as selected by the RDA. The Interlocal Agreements are available for inspection at the Agency offices located at 290 North 100 West, Logan, Utah at the offices of the Economic Development Department Monday through Friday between the hours of 8 a.m. and 5 p.m.

Teresa Harris, City Recorder

Publication Date: February 7, 2019

Notice of Special Accommodations:

Individuals needing special accommodations during this meeting should notify Lois Price, 435-716-9000, at least two working days prior to the meeting. Hearing enhancement devices are available on request.

Notice of Electronic or telephone participation:

Agency members may join a meeting electronically upon proper notice of the meeting and 24-hour notice to Agency members. An Agency member participating electronically will be connected to the meeting by telephone

Other information:**Location:**

290 N 100 W, Logan, 84321

Contact information:

Kirk Jensen, Economic Development Director , kjensen@loganutah.org, 435-716-9000

INTERLOCAL AGREEMENT FOR TAX INCREMENT

THIS INTERLOCAL AGREEMENT is entered into as of the 5 day of February, 2019, by and between the REDEVELOPMENT AGENCY OF THE CITY OF LOGAN (the “**Agency**”) and CACHE COUNTY (the “**County**”). The foregoing are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

WHEREAS, the Agency was created and organized pursuant to the provisions of Utah law and currently continues to operate under the provisions of the Community Reinvestment Agency Act, Utah Code Ann. Title 17C Chapters 1 through 5, as amended (the “**Development Act**”), and is authorized and empowered thereunder to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, pursuant to the Development Act, the Agency on October 2, 2018 and the City of Logan on October 16, 2018, have established the South Main River Community Reinvestment Project Area (the “**Project Area**”) through adoption of the South Main River Community Reinvestment Project Area Plan, dated August 31, 2018 (the “**Plan**”) which is incorporated herein by this reference, and

WHEREAS, pursuant to interlocal agreements with taxing entities the Development Act authorizes funding of community development project areas and plans, such as the Project Area and related Plan, with property tax increment and sales tax proceeds; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the County’s tax levy, and the County is willing to consent that certain property tax increment from the Project Area attributable to the County’s tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Utah Code Ann. §17C-5-204 of the Development Act authorizes a taxing entity to “consent to the Agency receiving the taxing entity’s tax increment or sales tax revenues, or both, for the purpose of providing funds to carry out a proposed or adopted community reinvestment project area plan”; and

WHEREAS, Utah Code Ann. §11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, UCA, as amended.

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

1. Base Taxable Value; Payment of Tax Increment to Agency by Cache County. The Parties agree that for purposes of calculation of the County's share of tax increment from the Project Area to be paid by Cache County to the Agency pursuant to this Agreement, the base taxable value shall be the 2018 assessed taxable value of all real and personal property within the Project Area; and the Parties hereby agree that for purposes of this Agreement and related tax increment calculations the base taxable value of the Project Area is and shall be \$17,940,570.

For the fifteen (15) year period described in Section 2 below, the property tax revenues from the County's levy that are attributable to the base taxable value shall continue to be paid by Cache County to the County. A portion of the tax increment, as defined in Section 17C-1-102(60) of the Development Act (the "Tax Increment") attributable to the County's tax levy on both real and personal property within the Project Area, shall be paid by Cache County to the Agency for the fifteen (15) year period provided and set forth in Section 2 below.

2. County's Consent and Related Provisions. The County, pursuant to Section 17C-5-204 of the Development Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, hereby agrees and consents that for fifteen (15) tax years the Agency shall receive and be paid 70% of the Tax Increment attributable to the County's tax levy on both real and personal property within the Project Area, for the purpose of providing funds to the Agency to carry out the Plan; with said fifteen (15) year period to commence with any tax year from 2020 to 2021 at the Agency's election and determination as evidenced by a written notice to the County and to the Cache County Auditor. The County further consents that the Agency may use for the Agency's administrative purposes up to 5% of the Tax Increment attributable to the County's tax levy that the Agency receives pursuant to this Agreement. For the fifteen (15) year period described above, the remaining 30% of the Tax Increment attributable to the County's tax levy on both real and personal property within the Project Area, shall be paid by Cache County to the County. All tax increment attributable to the County's tax levy for tax years beyond the fifteen (15) year period described above shall be paid by Cache County to the County. The calculation of the annual Tax Increment to be paid by the County to the Agency shall be made as required by the Development Act using the then current tax levy rate. Cache County shall pay directly to the Agency the Tax Increment in accordance with the Development Act for the fifteen (15) year period described above.

3. No Third-Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor or rights in any person or entity not a party to this Agreement. No person or entity is an intended third-party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

5. 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 by a resolution of the legislative body of each Party pursuant to an 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 in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 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. After approval as required by law and full execution of this Agreement by the Parties, the term of this Agreement shall commence on the effective date as provided in paragraph 14 below, and continue through the date that is 180 days after the last payment of Tax Increment by the County to the Agency pursuant to the terms and provisions of this Agreement. After satisfaction of all obligations of the Agency to pay to others the funds to be received by the Agency under this Agreement, this Agreement may be terminated before the end of the above-stated term by the mutual written agreement of the Parties.
- e. There will be no jointly held or jointly owned property and each Party will be responsible for acquiring, holding and disposing of its own property. The Parties do not anticipate the need to dispose of property upon early termination of this Agreement or otherwise, and therefore no further provision regarding the disposition of property is included in this Agreement.
- f. The Agency will solely be responsible for budgeting all required funding for the Plan and the County will solely be responsible for budgeting for its activities.

6. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding their authorization of this Agreement, as provided and allowed pursuant to Utah Code Ann. §17C-5-205(2) and §11-13-219(3). The County agrees that the Agency may cause such publication of notice to be made on the County's behalf and at the Agency's expense, in a joint publication.

7. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties after proper approval of the modification or amendment as may be required by law.

8. Further Documents and Acts. Each of the Parties 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 Agreement.

9. Entire Agreement. 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 proper agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

10. 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.

11. Assignment. No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties.

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

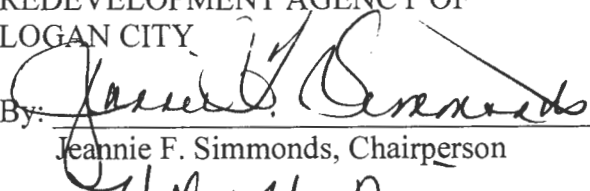
13. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

14. Effective Date. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law (See Utah Code Ann. §17C-5-205(2) and §11-13-219(3)).

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

REDEVELOPMENT AGENCY OF
LOGAN CITY

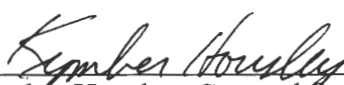
By:


Jeannie F. Simmonds, Chairperson

By:


Holly H. Daines, Chief Administrative Officer

Attorney review for Redevelopment Agency: The undersigned, as counsel for the Redevelopment Agency of Logan City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law and certifies that the Agency and the Taxing Entity, signed hereto, each followed all legal requirements relating to the adoption of this Interlocal Agreement.


Kymber Housley, Counsel for Agency

CACHE COUNTY

By: Craig W. Butters

Attorney review for Cache County: The undersigned, as counsel for Cache County, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law and certifies that the Agency and the Taxing Entity, signed hereto, each followed all legal requirements relating to the adoption of this Interlocal Agreement.


Counsel for Cache County



Jill N. Zollinger
Cache County Clerk/Auditor
179 North Main Suite 102
Logan, UT 84321
Phone: 435.755.1460 | FAX: 435.755.1980
www.cachecounty.org/clerk

December 19, 2018

To Whom it May Concern,

In order to process and file the enclosed contracts we need signatures and dates. Please return the completed original contract(s) to:

Cache County Clerk
Attention: Diana Olsen
179 North Main Street, Suite 102
Logan, Utah 84321

If you have any questions please call Diana at the Cache County Clerk's Office (435)755-1463.

Diana Olsen
Deputy Cache County Clerk
(435)755-1463

**CACHE COUNTY
RESOLUTION 2018 - 28**

**A RESOLUTION CONSENTING TO THE LOGAN REDEVELOPMENT
AGENCY RECEIVING TAX INCREMENT ATTRIBUTABLE TO CACHE
COUNTY'S TAX LEVY GENERATED IN THE SOUTH MAIN RIVER
COMMUNITY REINVESTMENT PROJECT AREA**

WHEREAS, the City of Logan (hereinafter "Logan City") and the Redevelopment Agency of the City of Logan (hereinafter "Agency") have complied with the process and requirements for adopting a community reinvestment project area plan pursuant to U.C.A. § 17C-5-101 et seq.; and

WHEREAS, pursuant to U.C.A. § 17C-5-204, the Agency has requested that Cache County agree to contribute a portion of Cache County's tax increment for the purposes of carrying out the adopted South Main River Community Reinvestment Project Area Plan; and

WHEREAS, the Cache County Council has determined that participating in the manner set forth in the attached Interlocal Agreement for Tax Increment is in the best interests of Cache County;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE COUNTY OF CACHE, STATE OF UTAH, AS FOLLOWS:

SECTION 1: Pursuant to Utah Code Ann. §11-13-202.5, the Cache County Council hereby approves the tax increment agreement for the South Main River Community Reinvestment Project Area entitled "Interlocal Agreement for Tax Increment between the Redevelopment Agency of the City of Logan and Cache County" as set forth in the attached Exhibit A.


SECTION 2: Effective Date. This resolution shall become effective upon publication.

ADOPTED BY THE CACHE COUNTY COUNCIL THIS 4th DAY OF December 2018.

CACHE COUNTY COUNCIL


David L. Erickson, Chair

ATTEST:


Jill N. Zollinger, County Clerk/Auditor



INTERLOCAL AGREEMENT FOR TAX INCREMENT

THIS INTERLOCAL AGREEMENT is entered into as of the 5 day of February, 2019, by and between the REDEVELOPMENT AGENCY OF THE CITY OF LOGAN (the “**Agency**”) and the CITY OF LOGAN (the “**City**”). The foregoing are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

WHEREAS, the Agency was created and organized pursuant to the provisions of Utah law and currently continues to operate under the provisions of the Community Reinvestment Agency Act, Utah Code Ann. Title 17C Chapters 1 through 5, as amended (the “**Development Act**”), and is authorized and empowered thereunder to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, pursuant to the Development Act, the Agency on October 2, 2018 and the City of Logan on October 16, 2018, have established the South Main River Community Reinvestment Project Area (the “**Project Area**”) through adoption of the South Main River Community Reinvestment Project Area Plan, dated August 31, 2018 (the “**Plan**”) which is incorporated herein by this reference, and

WHEREAS, pursuant to interlocal agreements with taxing entities the Development Act authorizes funding of community development project areas and plans, such as the Project Area and related Plan, with property tax increment and sales tax proceeds; and

WHEREAS, the Agency is willing to use certain property tax increment from the Project Area attributable to the City’s tax levy, and the City is willing to consent that certain property tax increment from the Project Area attributable to the City’s tax levy be used, to fund the Project Area and Plan; and

WHEREAS, Utah Code Ann. §17C-5-204 of the Development Act authorizes a taxing entity to “consent to the Agency receiving the taxing entity’s tax increment or sales tax revenues, or both, for the purpose of providing funds to carry out a proposed or adopted community reinvestment project area plan”; and

WHEREAS, Utah Code Ann. §11-13-215, Utah Code Annotated also authorizes a taxing entity to share its tax and other revenues with other governmental agencies; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Title 11, Chapter 13, UCA, as amended.

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

1. Base Taxable Value; Payment of Tax Increment to Agency by City of Logan. The Parties agree that for purposes of calculation of the City's share of tax increment from the Project Area to be paid by the City to the Agency pursuant to this Agreement, the base taxable value shall be the 2018 assessed taxable value of all real and personal property within the Project Area; and the Parties hereby agree that for purposes of this Agreement and related tax increment calculations the base taxable value of the Project Area is and shall be \$17,940,570.

For the fifteen (15) year period described in Section 2 below, the property tax revenues from the City's levy that are attributable to the base taxable value shall continue to be paid by Cache County to the City. A portion of the tax increment, as defined in Section 17C-1-102(60) of the Development Act (the "Tax Increment") attributable to the City's tax levy on both real and personal property within the Project Area, shall be paid by Cache County to the Agency for the fifteen (15) year period provided and set forth in Section 2 below.

2. City's Consent and Related Provisions. The City, pursuant to Section 17C-5-204 of the Development Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, hereby agrees and consents that for fifteen (15) tax years the Agency shall receive and be paid 70% of the Tax Increment attributable to the City's tax levy on both real and personal property within the Project Area, for the purpose of providing funds to the Agency to carry out the Plan; with said fifteen (15) year period to commence with any tax year from 2020 to 2021 at the Agency's election and determination as evidenced by a written notice to the City and to the Cache County Auditor. The City further consents that the Agency may use for the Agency's administrative purposes up to 5% of the Tax Increment attributable to the City's tax levy that the Agency receives pursuant to this Agreement. For the fifteen (15) year period described above, the remaining 30% of the Tax Increment attributable to the City's tax levy on both real and personal property within the Project Area, shall be paid by Cache County to the City. All tax increment attributable to the City's tax levy for tax years beyond the fifteen (15) year period described above shall be paid by Cache County to the City. The calculation of the annual Tax Increment to be paid by the City to the Agency shall be made as required by the Development Act using the then current tax levy rate. Cache County shall pay directly to the Agency the Tax Increment in accordance with the Development Act for the fifteen (15) year period described above.

3. No Third-Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor or rights in any person or entity not a party to this Agreement. No person or entity is an intended third-party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency.

4. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area and Plan and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

5. 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 by a resolution of the legislative body of each Party pursuant to an 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 in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5 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. After approval as required by law and full execution of this Agreement by the Parties, the term of this Agreement shall commence on the effective date as provided in paragraph 14 below, and continue through the date that is 180 days after the last payment of Tax Increment to the Agency pursuant to the terms and provisions of this Agreement. After satisfaction of all obligations of the Agency to pay to others the funds to be received by the Agency under this Agreement, this Agreement may be terminated before the end of the above-stated term by the mutual written agreement of the Parties.
- e. There will be no jointly held or jointly owned property and each Party will be responsible for acquiring, holding and disposing of its own property. The Parties do not anticipate the need to dispose of property upon early termination of this Agreement or otherwise, and therefore no further provision regarding the disposition of property is included in this Agreement.
- f. The Agency will solely be responsible for budgeting all required funding for the Plan and the City will solely be responsible for budgeting for its activities.

6. Publication of Notice. Immediately after execution of this Agreement by the Parties, each of the Parties shall cause to be published a notice regarding their authorization of this Agreement, as provided and allowed pursuant to Utah Code Ann. §17C-5-205(2) and §11-13-219(3). The City agrees that the Agency may cause such publication of notice to be made on the City's behalf and at the Agency's expense, in a joint publication.

7. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties after proper approval of the modification or amendment as may be required by law.

8. Further Documents and Acts. Each of the Parties 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 Agreement.

9. Entire Agreement. 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 proper agreements,

representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

10. 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.

11. Assignment. No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties.

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

13. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

14. Effective Date. This Agreement shall become effective upon the publication of the summary of this Agreement as provided by law (See Utah Code Ann. §17C-5-205(2) and §11-13-219(3)).

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



CITY OF LOGAN

By: _____

Jeannie F. Simmonds, Chairperson

ATTEST:

By: _____

Teresa Harris, City Recorder

Attorney review for the City of Logan: The undersigned, as counsel for the Redevelopment Agency of Logan City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law and certifies that the Agency and the Taxing Entity, signed hereto, each followed all legal requirements relating to the adoption of this Interlocal Agreement.

Kymber Housley, City Attorney

REDEVELOPMENT AGENCY OF THE CITY OF
LOGAN

By: Holly H. Daines
Holly H. Daines, Chief Administrative Officer

By: Amy Z. Anderson
Amy Z. Anderson, Vice-Chairperson

Attorney review for the Agency: The undersigned, as counsel for City, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law and certifies that the Agency and the Taxing Entity, signed hereto, each followed all legal requirements relating to the adoption of this Interlocal Agreement.

Craig Carlston
Craig Carlston, Counsel for the Agency

**LOGAN CITY SCHOOL DISTRICT, STATE OF UTAH
RESOLUTION NO. 3**

**A RESOLUTION CONSENTING TO THE LOGAN REDEVELOPMENT
AGENCY RECEIVING TAX INCREMENT ATTRIBUTABLE TO LOGAN CITY
SCHOOL DISTRICT'S TAX LEVY GENERATED IN THE SOUTH MAIN
RIVER COMMUNITY REINVESTMENT PROJECT AREA**

WHEREAS, the City of Logan (hereinafter "Logan City") and the Redevelopment Agency of the City of Logan (hereinafter "Agency") have complied with the process and requirements for adopting a community reinvestment project area plan pursuant to U.C.A. § 17C-5-101 et seq.; and

WHEREAS, pursuant to U.C.A. § 17C-5-204, the Agency has requested that Logan City School District (hereinafter "District") agree to contribute a portion of District's tax increment for the purposes of carrying out the adopted South Main River Community Reinvestment Project Area Plan; and

WHEREAS, the District has determined that participating in the manner set forth in the attached Interlocal Agreement for Tax Increment is in the best interests of the District;

WHEREAS, upon further consideration, the district has determined that certain modifications to the "Interlocal Agreement for Tax Increment" that was adopted by the District on November 27, 2018 were necessary to protect the best interests of the District;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LOGAN CITY SCHOOL DISTRICT, STATE OF UTAH, AS FOLLOWS:

SECTION 1: Pursuant to Utah Code Ann. §11-13-202.5, the District Board hereby approves the updated tax increment agreement for the South Main River Community Reinvestment Project Area entitled "Interlocal Agreement for Tax Increment" as set forth in Exhibit 1.

SECTION 2: Effective Date. This resolution shall become effective upon publication.

ADOPTED BY THE LOGAN CITY SCHOOL DISTRICT BOARD
THIS 22nd DAY OF January 2019, BY THE FOLLOWING VOTE:

AYES: 4
NAYS: 0
ABSENT: 1

Ann L. Heary
_____, Chair

[Signature]
ATTEST _____, Recorder

INTERLOCAL AGREEMENT FOR TAX INCREMENT

THIS INTERLOCAL AGREEMENT FOR TAX INCREMENT (this “**Agreement**”) is entered into as of the 5 day of February 2019, by and between the REDEVELOPMENT AGENCY OF THE CITY OF LOGAN, a community development and renewal agency and political subdivision of the State of Utah (the “**Agency**”), and the LOGAN CITY SCHOOL DISTRICT, a political subdivision of the State of Utah (the “**District**”). The Agency and the District are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Agency was created and organized pursuant to the provisions of Utah law and currently continues to operate under the provisions of the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Utah Code Ann. Title 17C Chapters 1 through 5, as amended (the “**Development Act**”), and is authorized and empowered thereunder to undertake various activities and actions pursuant to the Development Act; and

WHEREAS, pursuant to the Development Act, the Agency on October 2, 2018, and the City of Logan (the “**City**”) on October 16, 2018, established the South Main River Community Reinvestment Project Area (the “**Project Area**”), which is described in the documents attached as Exhibit A, through adoption of the South Main River Community Reinvestment Project Area Plan, dated August 31, 2018 (the “**Plan**”), which is described the documents attached as Exhibit B, and which provides for the South Main River Community Reinvestment Project Area Budget (the “**Project Area Budget**”), which is described in the documents attached as Exhibit C; the Project Area, the Plan, and the Project Area Budget are incorporated herein by this reference, and

WHEREAS, pursuant to interlocal agreements with taxing entities the Development Act authorizes funding of community development project areas and plans, such as the Project Area and the Plan, with property tax increment and sales tax proceeds; and

WHEREAS, the Agency is willing to use a certain property tax increment from the Project Area attributable to the District’s tax levy, and the District is willing to consent that such property tax increment from the Project Area attributable to the District’s tax levy be used to fund the Plan; and

WHEREAS, Utah Code Ann. §17C-5-204 of the Development Act authorizes a taxing entity to “consent to the Agency receiving the taxing entity’s tax increment or sales tax revenues, or both, for the purpose of providing funds to carry out a proposed or adopted community reinvestment project area plan;” and

WHEREAS, Utah Code Ann. §11-13-215 of the “Interlocal Cooperation Act” (Utah Code Ann. Title 11, Chapter 13, as amended) also authorizes a taxing entity to share its tax and

other revenues with other governmental agencies; and

WHEREAS, this Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act.

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

AGREEMENT

1. **Additional Tax Revenue.** It has been determined that additional property tax revenue will likely be generated by development within the Project Area as described in further detail in the Plan (see Exhibit B). Defined by statute in Utah Code Ann. §17C-1-102(60), the “tax increment” generally includes the additional property tax revenue generated by the development in the Project Area as proposed in the Plan. Consequently, and for purposes of this Agreement, the Parties agree that the “**Tax Increment**,” for purposes of determining the portion of the tax revenues that will be paid to the Agency for the term identified in paragraph 5 below, includes only the increase in the cumulative real and personal property tax revenues attributable to the development contemplated and accomplished by the Agency pursuant to the Plan. In other words, the Parties agree that there shall be no participation of any tax increment outside of the Tax Increment agreed to in this Agreement (e.g., from future development that might occur within the Project Area not identified in the Plan), unless such is separately approved in writing by the District in a separate interlocal agreement.

2. **Offset of Development Costs and Expenses.** The District has determined that it is in its interest to pay a specified portion of the Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency in the construction and installation of infrastructure improvements in the Project Area as described in the Plan.

3. **Base Year and Base Taxable Value.** The base year, for purposes of calculating the “**Base Taxable Value**” (as defined in Utah Code Ann. §17C-1-102(6)), shall be 2018; meaning that the Base Taxable Value shall, to the extent and in the manner defined by the Development Act, be equal to the equalized taxable value shown on the 2018 Cache County assessment rolls for all real and personal property located within the Project Area, which is \$17,940,570.

4. **Agreements with Developers.** The Agency is authorized to enter into one or more agreements with developers which may provide for the payment of certain amounts of the Tax Increment to the developer on the basis of the developer meeting certain performance measures as outlined in an agreement between the developer and the Agency. Such agreement shall be consistent with the terms of this Agreement and shall require, as a condition of payment to the developer, that the developer, or its approved successor or assign, shall pay any and all taxes and assessments which shall be assessed against the developer for property within the Project Area in

accordance with levies made by applicable municipal entities in accordance with the laws of the State of Utah.

5. Years for Payment. The District agrees to pay the Agency the portion of the Tax Increment as outlined in this Agreement, for a period of fifteen (15) years. The first year of payment shall be determined by the Agency but may not begin before 2020 and may begin no later than 2021. The Agency's election shall be evidenced by a written notice to the District and to the Cache County Auditor.

6. District's Consent to Remittance of Tax Increment to Agency and Related Provisions.

a. The District, pursuant to Utah Code Ann. §17C-5-204 and §§11-13-202.5 and 11-13-215, hereby authorizes and instructs Cache County to pay seventy percent (70%) of the Tax Increment annually directly to the Agency for the period described in paragraph 5 of this Agreement, for the purpose of providing funds to the Agency to carry out the Plan.

b. The District further consents that the Agency may use for the Agency's administrative purposes up to five percent (5%) of the portion of the Tax Increment payable to the Agency.

c. During the period described in paragraph 5 of this Agreement, the remaining 30% of the Tax Increment shall continue to be paid by Cache County to the District. Further, all Tax Increment within the Project Area for all years beyond the period described in paragraph 5 of this Agreement shall be paid by Cache County to the District.

d. The calculation of the annual Tax Increment to be paid by Cache County to the Agency shall be made as required by the Development Act using the then current tax levy rate, and the base year and Base Taxable Value as described paragraph 3 of this Agreement.

7. No Third-Party Beneficiary. Nothing in this Agreement shall be deemed or considered to create any obligation in favor of, or rights in, any person or entity not a party to this Agreement. No person or entity is an intended third-party beneficiary of this Agreement. Any obligation of the Agency to make any payments to a developer, business or any person or entity is to be set forth in written agreements between the Agency and the person or entity, in accordance with terms and requirements satisfactory to the Agency and in accordance with the terms of this Agreement.

8. Due Diligence. Each of the Parties acknowledges for itself that it has performed its own review, investigation and due diligence regarding the relevant facts concerning the Project Area, the Plan, the Project Area Budget, and the expected benefits to the community and to the Parties, and each of the Parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

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

a. This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to an in accordance with the provisions of Utah Code Ann. §11-13-202.5;

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 Utah Code Ann. § 11-13-202.5;

c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. §11-13-209;

d. After approval required by law and full execution of this Agreement by the Parties, the term of this Agreement shall commence on the effective date as provided in paragraph 14 below and continue through the date that is 180 days after the last payment of the portion of the Tax Increment owed to the Agency pursuant to the terms and provisions of this Agreement. After satisfaction of all obligations of the Agency to pay to others the funds to be received by the Agency under this Agreement, this Agreement may be terminated before the end of the above-stated term by the mutual written agreement of the Parties.

e. There will be no jointly held or jointly owned property and each Party will be responsible for acquiring, holding and disposing of its own property. Except as described in paragraph 21 below as relates to termination of this Agreement and the return of certain funds held by the Agency to the District, the Parties do not anticipate the need to dispose of property upon early termination of this Agreement or otherwise, and therefore no further provision regarding the disposition of property is included in this Agreement.

f. The Agency will solely be responsible for budgeting all required funding for the Plan and the District will solely be responsible for budgeting for its activities.

g. Immediately after execution of this Agreement by the Parties, the Agency shall cause to be published a notice regarding authorization of this Agreement, as provided and allowed pursuant to Utah Code Ann. §17C-5-205 and §11-13- 219. The District agrees that the Agency may cause such publication of notice to be made on the District's behalf and at the Agency's expense, in a joint publication.

10. Modification. A modification of, or amendment to, any provision contained in this Agreement shall be effective only if the modification or amendment is in writing and signed by the Parties after proper approval of the modification or amendment as may be required by law.

11. Further Documents and Acts. Each of the Parties 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 Agreement.

12. Entire Agreement. 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. 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.

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

15. Incorporation of Recitals. The recitals set forth above are hereby incorporated by reference as part of 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. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

19. Declaration of Invalidity. In the event that (i) a court of competent jurisdiction declares that Cache County cannot pay and/or that the Agency cannot receive payments of the

portion of the Tax Increment described herein, (ii) declares the Agency cannot pay proceeds from the portion of the Tax Increment that it receives pursuant to this Agreement to developers, (iii) takes any other action which has the effect of eliminating or reducing the payments from the portion of the Tax Increment identified herein as payable to the Agency, or (iv) the Agency's obligation to pay proceeds from those payments to developers is reduced or eliminated, the Agency and the District shall take such steps as are reasonably necessary to not permit the payment and/or receipt of the identified-portion (*i.e.*, 70%) of the Tax Increment to be declared invalid.

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

21. Termination. Upon any termination of this Agreement resulting from (i) the uncured default of any Party, (ii) the order of any court of competent jurisdiction, or (iii) termination as a result of any legislative action requiring such termination, 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 remitted to the District (*i.e.*, the Party originally authorizing the payment of such funds to the Agency) and upon such remittance this Agreement shall be deemed terminated and of no further force or effect.

22. Governing Law and Venue. This Agreement shall be governed by, 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 Cache County, Utah, and the Parties agree to submit to the jurisdiction of such court.

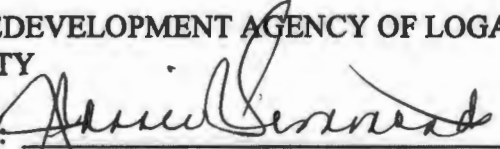
23. Authority to Bind. Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

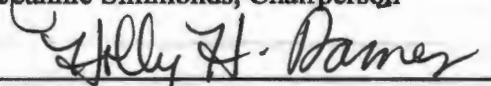
24. Effective Date. This Agreement shall be effective upon the publication of the summary of this Agreement as provided and required by Utah Code Ann. §17C-5-205 and §11-13-219.

[Remainder of page intentionally left blank, signature page follows.]

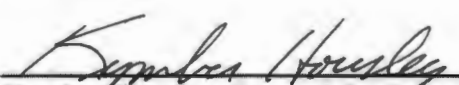
ENTERED into as of the day and year first above written.

REDEVELOPMENT AGENCY OF LOGAN
CITY

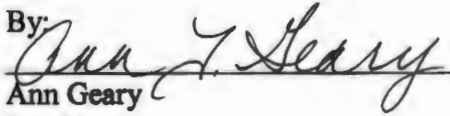
By: 
Jeannie Simmonds, Chairperson

By: 
Holly H. Daines, Chief Administrative Officer

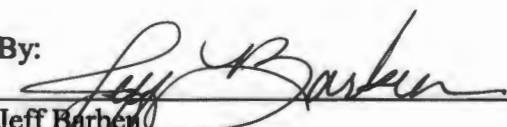
Attorney review for Redevelopment Agency: The undersigned, as counsel for the Redevelopment Agency of Logan City, has reviewed the foregoing Interlocal Agreement for Tax Increment and finds it to be in proper form and in compliance with applicable state law and certifies that the Agency and the taxing entity (i.e., the District), each signed hereto, followed all legal requirements relating to the adoption of this Interlocal Agreement for Tax Increment.


Kymber Housley, Counsel for Agency

BOARD OF EDUCATION OF LOGAN
CITY SCHOOL DISTRICT

By: 
Ann Geary
President
Board of Education of Logan City School
District

LOGAN CITY SCHOOL DISTRICT

By: 
Jeff Barben
Business Administrator
Logan City School District

Attorney review for Logan City School District: The undersigned, as counsel for the Logan City School District, has reviewed the foregoing Interlocal Agreement for Tax Increment and finds it to be in proper form and in compliance with applicable law.

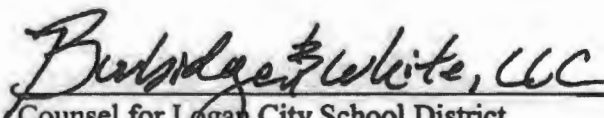

Counsel for Logan City School District

EXHIBIT A



CITY OF LOGAN REDEVELOPMENT AGENCY

**Resolution
No. 18-46 RDA**

A RESOLUTION APPROVING THE SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA PLAN

WHEREAS, the Redevelopment Agency of the City of Logan (hereinafter "Agency") has authorized the preparation of a community reinvestment project area plan pursuant to U.C.A. §17C-5-103; and

WHEREAS, the Agency has complied with the process and requirements for adopting a community reinvestment project area plan pursuant to U.C.A. §17C-5-104 and U.C.A. §17C-5-105;

NOW THEREFORE BE IT RESOLVED, that the Agency hereby approves the South Main River Community Reinvestment Project Area Plan with the following description of the boundaries:

Located in the area south of 400 South to the Logan River and west of 100 East to Main Street and the area south of 400 South to approximately 750 South and east of 100 West to Main Street in Logan, Utah. The Project Area consists of approximately 36.5 acres of privately owned land. A map of the Project Area is attached as Exhibit "A"

BE IT FURTHER RESOLVED, that the Agency has the following purposes and intent with respect to the project area: Facilitate the development of commercial and mixed-use projects, enhance the areas along the Logan River as a public amenity, remove blight and provide for the strengthening of the tax base and economic health of the entire community and the State of Utah;

BE IT FURTHER RESOLVED, that the South Main River Community Reinvestment Project Area Plan, dated August 31, 2018, is incorporated by reference;

BE IT FURTHER RESOLVED, that the Agency finds and determines that adoption of the South Main River Community Reinvestment Project Area Plan will serve a public purpose; produce a public benefit as shown by the analysis described in Utah Code §17C-5-105(2) and set forth in the Plan; is economically sound and feasible; conforms to the City of Logan's general plan; and promotes the public peace, health, safety, and welfare of the City of Logan.

This resolution duly adopted upon this 2 day of October 2018, by the following vote:

Ayes: *Bradfield, Andersen, Jensen, Simmonds*

Nays: *Abstained: Olson*

Absent: *none*

Thomas C. Jensen
Thomas C. Jensen, Chair
Redevelopment Agency



Attest:

Teresa Harris
Teresa Harris, City Recorder

EXHIBIT "A"



EXHIBIT B

SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA PLAN

DATED AUGUST 31, 2018

Redevelopment Agency of the City of Logan, Utah
South Main River Community Reinvestment Project Area

INTRODUCTION

1. Pursuant to the provisions of the Community Reinvestment Agency Act (Act), the governing body of the Redevelopment Agency of the City of Logan (Agency) authorized the preparation of a draft community development project area plan by a resolution containing a description or map of the boundaries of the proposed project area; and

2. Pursuant to that resolution the following Project Area Plan has been drafted to meet the requirements of U.C.A. §17C-5-105.

SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA PLAN

Definitions

As used in this Project Area Plan:

- A. The term "**Act**" shall mean and include the Community Reinvestment Agency Act as found in Title 17C, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor law or act.
- B. The term "**Agency**" shall mean the Redevelopment Agency of the City of Logan as designated by the City to act as a redevelopment agency.
- C. The term "**City**" shall mean the City of Logan, Utah.
- D. The term "**community**" shall mean the community of the City of Logan, Utah.
- E. The term "**Project Area**" shall mean the South Main River Community Reinvestment Project Area Plan.

Other terms not defined shall have the definitions as are set forth in the Act or when appropriate the definitions set forth in the Logan Land Development Code.

SECTION 1: DESCRIPTION OF BOUNDARIES AND MAP OF THE PROJECT AREA

A boundary description and a map of the Project Area is attached hereto and incorporated herein as Exhibit "A".

SECTION 2: GENERAL STATEMENT OF THE LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING INTENSITIES AND HOW THEY WILL BE AFFECTED BY THE COMMUNITY DEVELOPMENT

A. General Statement of Land Uses in the Project Area

The permitted land uses within the Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time, subject to limitations imposed by "overlay" restrictions and the controls and guidelines of this Project Area Plan. A Land Use Map for the Project Area Plan is included as Exhibit "B" and is made a part of this Project Area Plan.

The existing uses within the Project Area are: commercial and residential.

It is expected that the currently permitted land uses in the Project Area may change in some of the residential areas for purposes of effecting the redevelopment of the Project Area and the City or a developer may propose zoning ordinance amendments in order to aid in or promote redevelopment.

It is expected that the current uses for the Project Area will be affected by redevelopment of the Project Area as follows: An increase in the volume and intensity of commercial uses; an increase in the volume and intensity of multi-family residential uses; the elimination of blighted structures; and the enhancement of open space areas, particularly along the river.

B. Layout of Principal Streets in the Project Area

The layout of the principal streets in the Project Area is shown on the Project Area map attached as Exhibit "A" and incorporated herein. The public street network will consist primarily of 100 East, Main Street and 100 West running north and south and 400 South, 500 South, and 600 South running east and west. In addition, 100 West will be extended south across 600 South and the Logan River to connect into 100 West at approximately 750 South. It is expected that as part of future development in the Project Area, 500 South will be connected through to 100 East either by public or private access. It is expected that the project, at full build-out, will contribute approximately 2000 daily vehicle trips onto the adjoining City street network. It is not expected that the development of this Project Area will negatively affect existing principal streets.

C. Population Densities in the Project Area

There are no unusual population densities currently found within the boundaries of the Project Area. It is not expected that the population density will be significantly affected by redevelopment of the Project Area except as follows: Increased commercial uses and activity

will increase the daytime business population, while increased mixed use projects and/or multi-family residential projects will increase the nighttime residence population.

D. Building Intensities in the Project Area

It is expected that the building intensities within the Project Area will be affected by redevelopment as follows: Building intensities will increase as some of the vacant or under developed parcels are developed. Blighted structures will be eliminated.

SECTION 3: STATEMENT OF STANDARDS THAT WILL GUIDE THE COMMUNITY DEVELOPMENT

A. Statement of Development Objectives

1. Remove structurally substandard buildings or improvements to facilitate new construction and the return of the Project Area to a higher and more productive economic use.
2. Remove impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by improved public utilities and infrastructure improvements.
3. Rehabilitate buildings if sound long-term economic activity can be assured thereby.
4. Eliminate environmental deficiencies, including: irregular lot configurations, improper drainage, weeds and excessive vegetation, overcrowding of the land, potential environmental hazards, and underutilized land.
5. Achieve an environment reflecting a high level of concern for architectural, landscape and urban design principles, developed through encouragement, guidance, appropriate controls, and professional assistance to owner participants and developers.
6. Promote and market the Project Area for development or redevelopment that would be complimentary to existing businesses and industries or would enhance the economic base of the community through diversification.
7. Provide utilities, curbs, sidewalks, street trees and site landscaping to give the area a new look and to attract business activity.
8. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.
9. Provide access management to the area to facilitate better traffic circulation and reduce traffic hazards. The Agency shall work with the City to recommend ways to improve traffic circulation within and abutting the Project Area.

10. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of social and economic activity for the City.

11. Promote more walking and less driving through new development areas, which allow greater opportunity to walk within the Project Area. Provide improved pedestrian circulation systems to allow greater pedestrian access from surrounding areas.

12. Coordinate and improve the public transportation system, including streets and public transit services.

13. Eliminate the blighting factors and blighting influences in the Project Area.

14. Promote cross-accesses between developments.

B. General Design Objectives

Subject to the development objectives and other provisions of this Plan, owners and developers will be allowed flexibility in the development of land located within the Project Area and are expected to obtain the highest quality design and development. Each proposal will be considered subject to: (1) appropriate elements of the City's general plan; (2) the design and development standards of the City's land development code; (3) other applicable building codes and ordinances of the City; and (4) a review and recommendation by the appropriate decision-making body to ensure that the development is consistent with this Project Area Plan.

Each development proposal by an owner or a developer will be accompanied by site plans, development data and other appropriate material that clearly describes the extent of the proposed development, including land coverage, setbacks, landscaping, building heights, bulk and designs, off-street parking and loading areas, use of public transportation, and any other data determined to be necessary or requested by the City or the Agency.

The general design of specific projects may be developed or approved by the Agency in cooperation with the appropriate decision-making body. The particular elements of the design should be such that the overall redevelopment of the Project Area will:

1. Provide an attractive urban environment;
2. Blend harmoniously with the adjoining areas;
3. Provide for the optimum amount of open space and landscape in relation to new buildings, and the Logan River;
4. Provide parking areas, appropriately screened and/or landscaped to blend harmoniously with the area;
5. Provide pedestrian areas that safely link buildings with parking areas and neighboring public streets;

6. Provide adequate off-street parking to service the proposed development;
7. Promote improved transportation and circulation options including the use of mass transit; and
8. Comply with the provisions of this Plan.

C. Specific Design Objectives and Controls

1. Building Design Objectives:

- a. All new buildings shall be designed utilizing a wide range of materials and design elements that are in harmony with the adjoining areas, other new development and consistent with the City's land development code. Standard design solutions for local and national retailers shall not be used for architecture or site improvements. New buildings and site designs shall be exemplary of the highest design standards.
- b. The design of buildings shall take optimum advantage of available views and topography.
- c. Buildings within the Project Area shall be designed and placed to act as significant landmarks in the Project Area and the City.

2. Open Space Pedestrian Walks and Interior Drive Design Objectives:

- a. All open spaces, pedestrian walks and interior drives shall be tree lined and designed as an integral part of an overall site design, properly related to existing and proposed buildings, area topography, views, access and circulation needs, etc.
- b. Attractively landscaped open spaces shall be provided, which will offer maximum usability to occupants of the building for which they are developed.
- c. Landscaped, paved, and accessible pedestrian walks shall connect building entrances to streets, parking areas, and adjacent buildings on the same site.
- d. The location and design of pedestrian walks shall afford maximum safety and separation from vehicular traffic.
- e. Materials and design of paving, retaining walls, fences, curbs, benches, and other accoutrements, shall be of good appearance, easily maintained, and indicative of their purpose.
- f. All landscapes and open spaces shall be designed and installed to conserve the use of water and where practical, should maximize the use of on-site water for irrigation of open space areas.

3. Parking Design Objectives:

- a. Parking areas shall be designed as an integral part of the overall site design with careful regard to orderly arrangement, topography, and ease of access.
- b. Parking areas shall be adequately landscaped to provide shade and to reduce large expanses of paved areas.
- d. Large parking and service areas adjacent to public streets shall be landscaped as per the City's land development code.

4. Landscape Design Objectives:

- a. A coordinated landscaped design incorporating a continuous and integrated treatment for open space, roads, paths, and parking areas shall be a primary objective.
- b. Primary landscape treatment shall consist of a variety of plant materials and shade trees as appropriate to the character of the Project Area and as determined by the City and the Agency.

5. Project Improvement Design Objectives:

- a. Public rights-of-way. All streets, sidewalks and park strips within public rights-of-way shall be approved by the City and shall be consistent with minimum City right of way cross section requirements.
- b. Lighting and signs. All site lighting shall be "dark sky friendly" and all exterior lighting shall be configured to conceal the source of light from public streets. All signage shall be consistent with the City's land development code.
- c. Grading. The applicable portions of the Project Area will be graded in conformance with the final project design determined by the Agency and the City for each specific project.
- d. Stormwater. All developed areas will provide stormwater improvements consistent with city stormwater and engineering standards.
- e. Natural and existing site amenities such as streams, rivers, significant stands of trees, topographic features, or wetlands shall be integrated into the overall site design.

SECTION 4: HOW THE PURPOSES OF THE COMMUNITY REINVESTMENT AGENCY ACT WILL BE ATTAINED BY THE IMPLEMENTATION OF THIS COMMUNITY REINVESTMENT PROJECT AREA PLAN

It is the intent of the Agency, with the assistance and participation of private owners, to remove, if possible, all blight and blighting influences from the Project Area by the methods described in this Project Area Plan. Such methods may include the removal, clearance,

renovation or rehabilitation of blighted buildings, structures, or improvements. With the clearance of land or the rehabilitation of buildings and structures, private development should be encouraged to undertake new development or redevelopment which will strengthen the tax base of the community in furtherance of the objectives set forth in the Act.

SECTION 5: HOW THE COMMUNITY REINVESTMENT PROJECT AREA PLAN IS CONSISTENT WITH THE LOGAN GENERAL PLAN

This Project Area Plan is consistent with and the proposed development conforms to Logan's General Plan in the following respects:

A. Zoning Ordinances

The property within the Project Area is primarily zoned Commercial (COM), Mixed Use (MU), and Mixed Residential (MR-12). The proposed development is permitted under the current zoning classifications of the City. If any zoning changes are required, such changes would be submitted to the City for consideration and approval.

B. Building Codes

The construction of all new buildings and improvements will be done in accordance with the standards set forth in the general plan of the City and in accordance with the International Building Codes adopted by the City. All building permits for construction will be issued by the City to ensure compliance with minimum City development standards.

SECTION 6: DESCRIPTIONS OF THE SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECTIVE OF THE PROPOSED COMMUNITY DEVELOPMENT

The Agency believes based on current proposals from owners of real property within the Project Area that many redevelopment projects may be undertaken by private owners to accomplish the purposes of this Project Area Plan. Among the redevelopment proposals which the Agency believes are possible is the development of a mix of office, restaurants, hotel and other retail establishments. Higher density housing in mixed use projects may also be an option on the east and west boundaries of the Project Area.

SECTION 7: WAYS IN WHICH PRIVATE DEVELOPERS, IF ANY, WILL BE SELECTED TO UNDERTAKE THE COMMUNITY DEVELOPMENT AND PRIVATE DEVELOPERS CURRENTLY INVOLVED

A. Selection of Private Developers

The Agency has previously adopted Owner Participation Guidelines for all redevelopment projects within the City, which Guidelines permit owners of real property, or tenants having the rights of ownership of real property, a preference in undertaking redevelopment within the Project Area. The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property. In the event that owners do not wish to participate in the redevelopment in compliance with the Plan, or in a manner acceptable to the

Agency, or are unable or unwilling to appropriately participate, the Agency reserves the right pursuant to the provisions of the Act to acquire parcels, to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods, and by doing so to encourage or accomplish the desired redevelopment of the Project Area. Property owners will always have the option not to participate in redevelopment.

B. Identification of Developers who are Currently Involved in the Proposed Community Development

The Agency has been contacted by or has been in contact with some of the current property owners within the Project Area. Some property owners have expressed an interest to participate or become a developer of part of the Project Area, and project submittals are being prepared by said property owners.

1. Qualified Owners

The Agency shall first permit qualified owners within the Project Area to participate as developers in the redevelopment of the Project Area.

2. Other Parties

Regarding all or any portion of the Project Area, if owners in the Project Area, as described in Subparagraph A above, do not propose redevelopment projects acceptable to the Agency, or do not possess the necessary skill, experience and financial resources, or are not willing or able to appropriately redevelop all or part of the Project Area, the Agency may identify other qualified persons who may be interested in developing all or part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

3. Owner Participation Agreements

The Agency has not entered into nor does it intend to enter into any owner participation agreements or agreements with developers to develop all or part of the Project Area until after the Agency and the City decide whether or not to adopt this Project Area Plan for the Project Area.

SECTION 8: THE REASONS FOR THE SELECTION OF THE PROJECT AREA

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the economic base of the community through one or more new projects which would develop the area in an appropriate manner and broaden the tax base of the community. The Project Area contains a portion of the City that is desirable for redevelopment because of: (1) a general recognition by the owners and the public that the Project Area is under developed and needs assistance if the area is to reach its development

potential; (2) a recognition and growing support by property owners that this portion of the City needs the reinvestment of private capital to rehabilitate existing buildings or construct new buildings or infrastructure improvements; (3) a desire to extend the commercial successes of adjoining commercial projects into these areas; and (4) the opportunity to commence a public-private partnership to improve this area of the City.

Specific boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency, City staff, including legal staff, redevelopment consultants, and input from property owners. Planned treatment of this area is intended to stimulate development to the degree necessary for sound long-range economic growth in the Project Area and to encourage the further development of real property located within the Project Area.

SECTION 9: THE DESCRIPTION OF THE PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA

A. Physical Conditions

The Project Area consists of approximately 40 acres of privately owned land as shown on the Project Area portion of the Project Area map. The physical characteristics of the Project Area may generally be classified as that area of the City which is located along Main Street and one block on either side between 400 South and 600 South (excluding the Riverwood's Development), and including the western side of Main from 600 South to approximately 750 South between Main Street and the future alignment of 100 West. The project area consists of a mixture of commercial uses, older residential homes, trailer park, some of which have been converted to retail uses, vacant buildings, storage units, and open, undeveloped areas.

B. Social Conditions

The reason why this Project Areas is so important is that this area serves as the entrance to Logan's Downtown and is generally the first impression of the City of Logan. It also includes a portion of the Logan River which could serve as a major aesthetic amenity to the City, but is currently under-utilized. The limited residential structures in the Project Area are older and generally not well maintained. Based on the proximity to Main Street and the Logan River, the Project Area, if properly developed, has the potential to be a gathering place for the entire community.

C. Economic Conditions

The Project Area is primarily zoned Commercial (COM), Mixed Use (MU), and Mixed Residential (MR-12) but is significantly underperforming its economic potential.

SECTION 10: A DESCRIPTION OF ANY TAX INCENTIVES OR OTHER FINANCIAL ASSISTANCE OFFERED TO PARTICIPANTS FOR PROJECTS LOCATED IN THE PROJECT AREA

The following generally describes tax or other incentives which the Agency intends to offer within the Project Area to developers in consideration for constructing and operating

proposed development. The Agency may offer other incentives and use tax increment in other ways, as authorized and provided for in the Act.

The Agency intends to use a combination of tax increment from the Project Area and tax increment from other project areas where allowed by law, subject to Agency discretion and only to the extent tax increment funds are available, to help pay for the costs associated with the development of the Project Area (the "Reimbursed Costs"). Reimbursed Costs may include costs for such items as demolition costs, public infrastructure improvements, on-site upgrades, land write downs, and other items as approved by the Agency. Payment to the City or developer for Reimbursed Costs shall be made through an agreement between the Agency and the City or the Agency and the developer. Except where the Agency issues bonds or otherwise borrows or receive funds, the Agency expects to pay the City or developer for the agreed upon Reimbursed Costs in tax increment payments to be paid after receipt by the Agency of the tax increment after ad valorem taxes have been paid to the County and then distributed to the Agency. Subject to the provisions of the Act, the Agency may agree to pay Reimbursed Costs and other items from tax increment for any period of time that the Agency may deem to be appropriate under the circumstances.

SECTION 11: DESCRIPTION OF ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE DEVELOPMENT

A. Public Benefit Analysis

The following is an analysis of the public benefit to be derived from the financial assistance and other public subsidies provided to participants for proposed development in the Project Area:

1. An evaluation of the reasonableness of the costs of the proposed Project Area development shows that it is consistent with development costs of other similar developments. There will be added costs for development adjacent to the river because of flood plain issues related to the river.
2. Efforts that have been, or will be made, to maximize private investment include owners' commitment to achieve high quality design throughout the development and to add features and amenities to maximize value to the surrounding development and the community at large. Specifically, the Agency will seek public dedication of trail corridors and enhanced development features along the Logan River and other pedestrian friendly features in the specific projects.
3. The rationale for use of the Project Area funds is based on the need to further enhance the entrance to Logan's downtown, strengthen the tax base, accentuate the Logan River as a community asset and public gathering space.
4. An analysis of whether the proposed Project Area development might reasonably be expected to occur in the foreseeable future solely through private investment demonstrates that this would not occur. The development of public river trail corridors on private property will not occur without public assistance. Street and utility infrastructure improvements needed to encourage private investment will not likely occur without the Project Area.
5. An estimate of the total amount of Project Area funds that the Agency intends to spend on Project Area development and the length of time over which the Project Area funds will be spent is \$9,700,000.00 over 15 years.

B. Beneficial Influences upon the Tax Base of the Community

Real property tax revenue and sales tax is projected to increase the tax base of the community and/or the state as a result of the Project Area development. As a result of development in the Project Area, by the year 2036, the annual property tax alone is expected to increase by about \$1,100,000.00 over and above the estimated 2018 \$390,000.00 property tax amount.

C. Associated Business and Economic Activity Likely to Be Stimulated By the Development

Please refer to the information set forth above. Also, other direct and indirect benefits will accrue to various businesses whose products or services are currently underutilized, that will be needed by those constructing improvements in the area. Additionally, induced benefits are expected to accrue to businesses such as existing food services, business services, specialty retail and retail services as personal income is generated as a result of the development, construction and sales activities within the project area.

D. Adoption of the Proposed Community Reinvestment Project Area Plan is Necessary and Appropriate

Based on the analysis set forth herein, it is concluded that the adoption of the proposed Community Reinvestment Project Area Plan is necessary and appropriate to facilitate the undertaking of the proposed Project Area development.

SECTION 12: OTHER REDEVELOPMENT PLAN OBJECTIVES AND PROVISIONS

The proposed Community Reinvestment Project Area Plan will be subject to interlocal agreements with the other taxing entities.

EXHIBIT "A"



EXHIBIT "B"

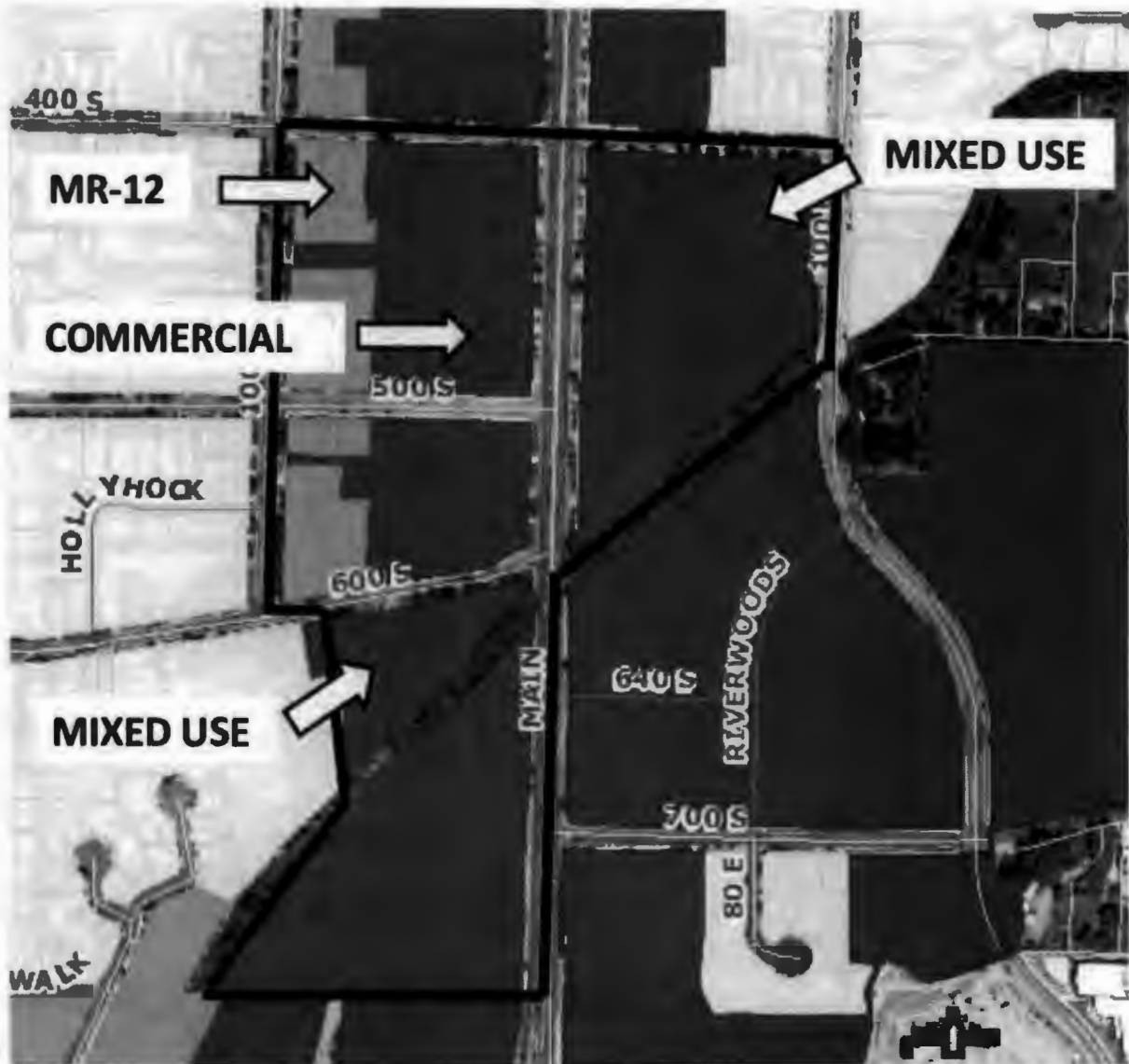


EXHIBIT C

SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA REDEVELOPMENT AGENCY OF THE CITY OF LOGAN 15 YEAR - MULTI-YEAR BUDGET - PERCENTAGE BASED WITH A CAP OF \$6,067,771																				ESTIMATED TOTAL TAX INCREMENT GENERATED PER DEVELOPMENT SCENARIO	PERCENTAGE OF TOTAL TAX INCREMENT TAKEN WITHOUT CAP
	BASE YEAR 2018	2019	2020	INCREMENT TAX YEAR 1 2021	INCREMENT TAX YEAR 2 2022	INCREMENT TAX YEAR 3 2023	INCREMENT TAX YEAR 4 2024	INCREMENT TAX YEAR 5 2025	INCREMENT TAX YEAR 6 2026	INCREMENT TAX YEAR 7 2027	INCREMENT TAX YEAR 8 2028	INCREMENT TAX YEAR 9 2029	INCREMENT TAX YEAR 10 2030	INCREMENT TAX YEAR 11 2031	INCREMENT TAX YEAR 12 2032	INCREMENT TAX YEAR 13 2033	INCREMENT TAX YEAR 14 2034	INCREMENT TAX YEAR 15 2035			
PROJECT REVENUES																					
Property Tax	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$234,547	\$4,221,846	
(Base Year Taxable Value)	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570	\$17,940,570		
Projected Tax Increment																					
RDA COLLECTION PERIOD - 15 YEARS																					
Agency																					
Eligible Project Area Expenditures	\$0	\$0	\$0	\$114,054	\$114,054	\$114,054	\$114,054	\$114,054	\$343,840	\$343,840	\$343,840	\$343,840	\$343,840	\$573,626	\$573,626	\$573,626	\$573,626	\$573,626	\$573,626	\$5,157,605	59.50%
Housing (10% of Agency Tax Increment)	\$0	\$0	\$0	\$13,418	\$13,418	\$13,418	\$13,418	\$13,418	\$40,452	\$40,452	\$40,452	\$40,452	\$40,452	\$67,485	\$67,485	\$67,485	\$67,485	\$67,485	\$67,485	\$606,777	7.00%
RDA Administration (5% of Agency Tax Increment)	\$0	\$0	\$0	\$6,709	\$6,709	\$6,709	\$6,709	\$6,709	\$20,226	\$20,226	\$20,226	\$20,226	\$20,226	\$33,743	\$33,743	\$33,743	\$33,743	\$33,743	\$33,743	\$303,389	3.50%
Total Tax Increment to the Redevelopment Agency	\$0	\$0	\$0	\$134,182	\$134,182	\$134,182	\$134,182	\$134,182	\$404,518	\$404,518	\$404,518	\$404,518	\$404,518	\$674,855	\$674,855	\$674,855	\$674,855	\$674,855	\$674,855	\$6,067,771	70.00%
Projected Taxing Entity Flow-thru Paid to Other Taxing Entities	\$0	\$0	\$0	\$57,506	\$57,506	\$57,506	\$57,506	\$57,506	\$173,365	\$173,365	\$173,365	\$173,365	\$173,365	\$289,223	\$289,223	\$289,223	\$289,223	\$289,223	\$289,223	\$2,600,473	30.00%
TOTAL PROJECT REVENUES (TOTAL TAX INCREMENT)	\$0	\$0	\$0	\$191,688	\$191,688	\$191,688	\$191,688	\$191,688	\$577,883	\$577,883	\$577,883	\$577,883	\$577,883	\$964,078	\$964,078	\$964,078	\$964,078	\$964,078	\$964,078	\$8,668,244	100.00%
PROJECT EXPENDITURES																					
CAPITAL COSTS & RELATED EXPENSES																					
Land Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Land Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Infrastructure Benefitting Project, In & Outside Project Area																					
100 West Connection (500 South - Hwy 89/91)	\$0	\$0	\$0	\$0	\$6,429,446	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,429,446	
Bridge	\$0	\$0	\$0	\$0	\$3,350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,350,000	
Utilities Infrastructure	\$0	\$0	\$0	\$0	\$385,625	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$385,625	
Total Infrastructure Benefitting Project, In & Outside Project Area	\$0	\$0	\$0	\$0	\$10,145,071	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,145,071	
Building Improvements																					
Hotel & Retail	\$0	\$0	\$0	\$14,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$14,700,000	
Other Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$29,616,178	\$0	\$0	\$0	\$0	\$29,616,178	\$0	\$0	\$0	\$0	\$29,616,178	
Capital Equipment (for simplicity, included in building improvements)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Building Improvements and Capital Equipment	\$0	\$0	\$0	\$14,700,000	\$0	\$0	\$0	\$0	\$0	\$29,616,178	\$0	\$0	\$0	\$0	\$29,616,178	\$0	\$0	\$0	\$0	\$29,616,178	
TOTAL CAPITAL COSTS & RELATED EXPENSES	\$0	\$0	\$0	\$14,700,000	\$10,145,071	\$0	\$0	\$0	\$0	\$29,616,178	\$0	\$0	\$0	\$0	\$29,616,178	\$0	\$0	\$0	\$0	\$84,077,427	
EXPENDITURES REIMBURSABLE FROM TAX INCREMENT																					
Redevelopment Agency Operating Expenses																					
Administration - 5%	\$0	\$0	\$0	\$6,709	\$6,709	\$6,709	\$6,709	\$6,709	\$20,226	\$20,226	\$20,226	\$20,226	\$20,226	\$33,743	\$33,743	\$33,743	\$33,743	\$33,743	\$33,743	\$303,389	
Housing - 10%	\$0	\$0	\$0	\$13,418	\$13,418	\$13,418	\$13,418	\$13,418	\$40,452	\$40,452	\$40,452	\$40,452	\$40,452	\$67,485	\$67,485	\$67,485	\$67,485	\$67,485	\$67,485	\$606,777	
Land Acquisition	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Improvements & Infrastructure Benefitting Project, In & Outside Project Area	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$91,914	\$91,914	\$91,914	\$91,914	\$91,914	\$183,829	\$183,829	\$183,829	\$183,829	\$183,829	\$183,829	\$1,378,716	
Incentives	\$0	\$0	\$0	\$114,054	\$114,054	\$114,054	\$114,054	\$114,054	\$251,926	\$251,926	\$251,926	\$251,926	\$251,926	\$389,798	\$389,798	\$389,798	\$389,798	\$389,798	\$389,798	\$3,778,889	
TOTAL EXPENDITURES REIMBURSABLE FROM TAX INCREMENT	\$0	\$0	\$0	\$134,182	\$134,182	\$134,182	\$134,182	\$134,182	\$404,518	\$404,518	\$404,518	\$404,518	\$404,518	\$674,855	\$674,855	\$674,855	\$674,855	\$674,855	\$674,855	\$6,067,771	
TOTAL PROJECT EXPENDITURES	\$0	\$0	\$0	\$14,834,182	\$10,279,253	\$134,182	\$134,182	\$134,182	\$30,020,696	\$404,518	\$404,518	\$404,518	\$404,518	\$404,518	\$30,291,033	\$674,855	\$674,855	\$674,855	\$674,855	\$90,145,198	

**LOGAN CITY SCHOOL DISTRICT, STATE OF UTAH
RESOLUTION NO. 1**

**A RESOLUTION CONSENTING TO THE LOGAN REDEVELOPMENT
AGENCY RECEIVING TAX INCREMENT ATTRIBUTABLE TO LOGAN CITY
SCHOOL DISTRICT'S TAX LEVY GENERATED IN THE SOUTH MAIN
RIVER COMMUNITY REINVESTMENT PROJECT AREA**

WHEREAS, the City of Logan (hereinafter "Logan City") and the Redevelopment Agency of the City of Logan (hereinafter "Agency") have complied with the process and requirements for adopting a community reinvestment project area plan pursuant to U.C.A. § 17C-5-101 et seq.; and

WHEREAS, pursuant to U.C.A. § 17C-5-204, the Agency has requested that Logan City School District (hereinafter "District") agree to contribute a portion of District's tax increment for the purposes of carrying out the adopted South Main River Community Reinvestment Project Area Plan; and

WHEREAS, the District has determined that participating in the manner set forth in the attached Interlocal Agreement for Tax Increment is in the best interests of the District;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LOGAN CITY SCHOOL DISTRICT, STATE OF UTAH, AS FOLLOWS:

SECTION 1: Pursuant to Utah Code Ann. §11-13-202.5, the District Board hereby approves the tax increment agreement for the South Main River Community Reinvestment Project Area entitled "Interlocal Agreement for Tax Increment between the Redevelopment Agency of the City of Logan and District" as set forth in the attached Exhibit A.

SECTION 2: Effective Date. This resolution shall become effective upon publication.

ADOPTED BY THE LOGAN CITY SCHOOL DISTRICT BOARD
THIS 27th DAY OF November 2018, BY THE FOLLOWING VOTE:

AYES: 5
NAYS: 0
ABSENT: 0

Kristie Cooley, Chair

ATTEST:

Jeff Barber, Recorder

**LOGAN CITY SCHOOL DISTRICT, STATE OF UTAH
RESOLUTION NO. 2**

**A RESOLUTION CONSENTING TO THE SOUTH MAIN RIVER COMMUNITY
REINVESTMENT PROJECT AREA BUDGET**

WHEREAS, the City of Logan (hereinafter "Logan City") and the Redevelopment Agency of the City of Logan (hereinafter "Agency") have complied with the process and requirements for creating the South Main River Community Reinvestment Project Area (Project Area) pursuant to U.C.A. § 17C-5-101 et seq.; and

WHEREAS, pursuant to U.C.A. § 17C-5-204, the Agency and Logan City School District (hereinafter "District") have entered into a interlocal agreement for the sharing of tax increment generated in the Project Area; and

WHEREAS, the District is required to consent to the Project Area Budget before Project Area funds can be collected by the Agency.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF THE LOGAN CITY SCHOOL DISTRICT, STATE OF UTAH, AS FOLLOWS:

Pursuant to Utah Code Ann. §17C-5-304, the District Board hereby approves the South Main River Community Reinvestment Project Area Budget as set forth in the attached Exhibit A.

ADOPTED BY THE LOGAN CITY SCHOOL DISTRICT BOARD THIS 27th DAY OF November 2018, BY THE FOLLOWING VOTE:

AYES: 5

NAYS: 0

ABSENT: 0

Kristie Coolidge, Chair

ATTEST

Jeff Barber, Recorder

NOTICE OF THE CITY OF LOGAN'S ORDINANCE ADOPTING THE SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA

Public notice is hereby given that on the 16th day of October 2018 at the regularly scheduled municipal council meeting, the municipal council passed an ordinance adopting the South Main River Community Reinvestment Project Area. The Project Area Plan is available for general public inspection between the hours of 8 A.M. and 5:00 P.M. Monday through Friday at the offices of Community Development at Logan City Hall, 290 North 100 West, Logan, Utah. An electronic, printable copy of the Project Area Plan and other related information can also be obtained through the City of Logan website at www.loganutah.org.

The Project Area consists of approximately 40 acres of privately owned land as shown on the Project Area map. The physical characteristics of the Project Area may generally be classified as that area of the City which is located along Main Street and one block on either side between 400 South and 600 South (excluding the Riverwood's Development), and including the western side of Main from 600 South to approximately 750 South between Main Street and the future alignment of 100 West. The project area consists of a mixture of commercial uses, older residential homes, trailer park, some of which have been converted to retail uses, vacant buildings, storage units, and open, undeveloped areas.

The ordinance adopting the South Main River Community Reinvestment Project Area is as follows:

CITY OF LOGAN, UTAH ORDINANCE NO. 18-18

AN ORDINANCE ADOPTING THE SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA PLAN:

WHEREAS, the state legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enables the City of Logan to pass ordinances as are necessary and proper to provide for the safety and preserve the health, promote the prosperity, improve the peace and good order, comfort, and convenience of the City and its inhabitants, and for the protection of property in the City; and

WHEREAS, the Redevelopment Agency of the City of Logan (hereinafter "Agency") has authorized the preparation of a community reinvestment project area plan pursuant to U.C.A. § 17C-5-103; and

WHEREAS, the Agency has complied with the process and requirements for adopting a community reinvestment project area plan pursuant to U.C.A. § 17C-5-104 and U.C.A. § 17C-5-105; and

WHEREAS, the Agency has approved the South Main River Community Reinvestment Project Area Plan pursuant to U.C.A. § 17C-5-108; and

WHEREAS, the City Council has determined that the following ordinance is in the City's best interest;

NOW THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF LOGAN, UTAH, AS FOLLOWS:

SECTION 1: Community Reinvestment Project Area Plan Designation. Pursuant to U.C.A. Section 17C-5-109, the South Main River Community Reinvestment Project Area Plan approved by City of Logan Redevelopment Agency in Resolution No. 18-46RDA is hereby adopted and the Logan City Council designates the approved project area plan as the official community development plan of the project area.

SECTION 2: Effective Date. This ordinance shall become effective upon publication.

Teresa Harris, City Recorder
Publication Date: October 18, 2018



Teresa Harris <teresa.harris@loganutah.org>

Public Notice for Municipal Council

1 message

support@utah.gov <support@utah.gov>
 To: teresa.harris@loganutah.org

Wed, Oct 17, 2018 at 1:02 PM

Utah Public Notice**Municipal Council****Notice of the City of Logan's Ordinance Adopting the South Main River Community Reinvestment Project Area****Notice Date & Time:** 10/18/18 8:00 AM**Description/Agenda:**

NOTICE OF THE CITY OF LOGAN'S ORDINANCE ADOPTING THE SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA
 Public notice is hereby given that on the 16th day of October 2018 at the regularly scheduled municipal council meeting, the municipal council passed an ordinance adopting the South Main River Community Reinvestment Project Area. The Project Area Plan is available for general public inspection between the hours of 8 A.M. and 5:00 P.M. Monday through Friday at the offices of Community Development at Logan City Hall, 290 North 100 West, Logan, Utah. An electronic, printable copy of the Project Area Plan and other related information can also be obtained through the City of Logan website at www.loganutah.org.

The Project Area consists of approximately 40 acres of privately owned land as shown on the Project Area map. The physical characteristics of the Project Area may generally be classified as that area of the City which is located along Main Street and one block on either side between 400 South and 600 South (excluding the Riverwood's Development), and including the western side of Main from 600 South to approximately 750 South between Main Street and the future alignment of 100 West. The project area consists of a mixture of commercial uses, older residential homes, trailer park, some of which have been converted to retail uses, vacant buildings, storage units, and open, undeveloped areas.

The ordinance adopting the South Main River Community Reinvestment Project Area is as follows:
 CITY OF LOGAN, UTAH
 ORDINANCE NO. 18-18

AN ORDINANCE ADOPTING THE SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA PLAN:

WHEREAS, the state legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enables the City of Logan to pass ordinances as are necessary and proper to provide for the safety and preserve the health, promote the prosperity, improve the peace and good order, comfort, and convenience of the City and its inhabitants, and for the protection of property in the City; and

WHEREAS, the Redevelopment Agency of the City of Logan (hereinafter 'Agency') has authorized the preparation of a community reinvestment project area plan pursuant to U.C.A. § 17C-5-103; and

WHEREAS, the Agency has complied with the process and requirements for adopting a community reinvestment project area plan pursuant to U.C.A. § 17C-5-104 and U.C.A. § 17C-5-105; and

WHEREAS, the Agency has approved the South Main River Community Reinvestment Project Area Plan pursuant to U.C.A. § 17C-5-108; and

WHEREAS, the City Council has determined that the following ordinance is in the City's best interest;

NOW THEREFORE, BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF LOGAN, UTAH, AS FOLLOWS:

SECTION 1: Community Reinvestment Project Area Plan Designation. Pursuant to U.C.A. Section 17C-5-109, the South Main River Community Reinvestment Project Area Plan approved by City of Logan Redevelopment Agency in Resolution No. 18-46RDA is hereby adopted and the Logan City Council designates the approved project area plan as the official community development plan of the project area.

SECTION 2: Effective Date. This ordinance shall become effective upon publication.

Teresa Harris, City Recorder
 Publication Date: October 18, 2018

Notice of Special Accommodations:

Individuals needing special accommodations should notify Teresa Harris, 435-716-9002, at least two working days prior to the meeting. Hearing enhancement devices are available on request.

Notice of Electronic or telephone participation:

A council member may join a meeting electronically upon proper notice of the meeting and 24-hour notice to councilmembers. A council member participating electronically will be connected to the meeting by telephone.

10/22/2018

Logan City Mail - Public Notice for Municipal Council

Other information:

Location:

290 N 100 W, Logan, 84321

Contact information:

Teresa Harris, City Recorder , teresa.harris@loganutah.org, (435)716-9002

CACHE VALLEY PUBLISHING
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(435)752-2121
Fax (435)753-6642

ORDER CONFIRMATION

Salesperson: LAURIE JACKSON

Printed at 10/17/18 12:59 by lja13

Acct #: 180841

Ad #: 1825728

Status: New WHOLD

LOGAN CITY LEGAL
290 NORTH 100 WEST
LOGAN UT 84321

Start: 10/18/2018 Stop: 10/18/2018
Times Ord: 1 Times Run: ***
LEGL 2.00 X 84.00 Words: 526
Total LEGL 168.00
Class: 0006 GOVERNMENT NOTICES
Rate: LG Cost: 178.33
Affidavits: 1

Contact:

Phone: (435)716-9797

Fax#: (435)716-9797

Email: lori.mathys@loganutah.org

Agency:

Ad Descrpt: TERESA HARRIS

Given by: *

P.O. #:

Created: lja13 10/17/18 12:53

Last Changed: lja13 10/17/18 12:59

PUB ZONE EDT TP RUN DATES

HJ A 96 S 10/18

HJWN A 97 S 10/18

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Name (print or type)

Name (signature)

(CONTINUED ON NEXT PAGE)

CACHE VALLEY PUBLISHING
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(435) 752-2121
Fax (435) 753-6642

ORDER CONFIRMATION (CONTINUED)

Salesperson: LAURIE JACKSON

Printed at 10/17/18 12:59 by lja13

Acct #: 180841

Ad #: 1825728

Status: New WHOLD WHOI

**NOTICE OF THE CITY OF LOGAN'S ORDINANCE
ADOPTING THE SOUTH MAIN RIVER COMMUNITY
REINVESTMENT PROJECT AREA**

Public notice is hereby given that on the 16th day of October 2018 at the regularly scheduled municipal council meeting, the municipal council passed an ordinance adopting the South Main River Community Reinvestment Project Area. The Project Area Plan is available for general public inspection between the hours of 8 A.M. and 5:00 P.M. Monday through Friday at the offices of Community Development at Logan City Hall, 290 North 100 West, Logan, Utah. An electronic, printable copy of the Project Area Plan and other related information can also be obtained through the City of Logan website at www.loganutah.org.

The Project Area consists of approximately 40 acres of privately owned land as shown on the Project Area map. The physical characteristics of the Project Area may generally be classified as that area of the City which is located along Main Street and one block on either side between 400 South and 600 South (excluding the Riverwood's Development), and including the western side of Main from 600 South to approximately 750 South between Main Street and the future alignment of 100 West. The project area consists of a mixture of commercial uses, older residential homes, trailer park, some of which have been converted to retail uses, vacant buildings, storage units, and open, undeveloped areas.

The ordinance adopting the South Main River Community Reinvestment Project Area is as follows:

**CITY OF LOGAN, UTAH
ORDINANCE NO. 18-18**

**AN ORDINANCE ADOPTING THE SOUTH MAIN RIVER
COMMUNITY REINVESTMENT PROJECT AREA PLAN:**

WHEREAS, the state legislature has granted general welfare power to the City Council, independent, apart from, and in addition to, its specific grants of legislative authority, which enables the City of Logan to pass ordinances as are necessary and proper to provide for the safety and preserve the health, promote the prosperity, improve the peace and good order, comfort, and convenience of the City and its inhabitants, and for the protection of property in the City; and

WHEREAS, the Redevelopment Agency of the City of Logan (hereinafter "Agency") has authorized the preparation of a community reinvestment project area plan pursuant to U.C.A. § 17C-5-103; and

WHEREAS, the Agency has complied with the process and requirements for adopting a community reinvestment project area plan pursuant to U.C.A. § 17C-5-104 and U.C.A. § 17C-5-105; and

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SECTION 2: Effective Date. This ordinance shall become effective upon publication.

Teresa Harris, City Recorder

Published October 18, 2018

Ref. No. 1825728



Teresa Harris <teresa.harris@loganutah.org>

Re: Utah Legal Notice Website

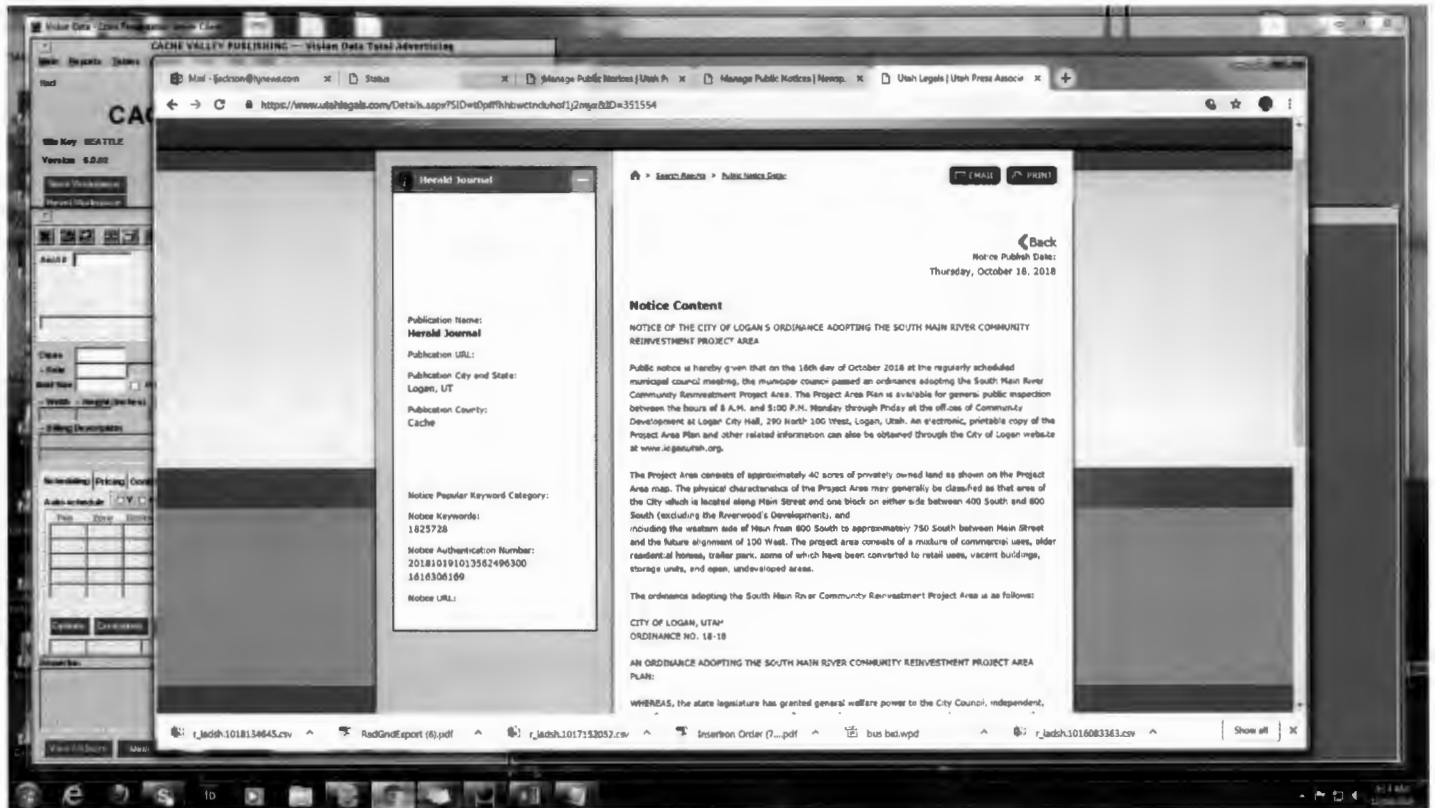
1 message

Laurie Jackson <ljackson@hjnews.com>

Fri, Oct 19, 2018 at 9:14 AM

To: Teresa Harris <teresa.harris@loganutah.org>

Here is the 2nd one.



Laurie Jackson | Production Coordinator,

Classifieds Manager: Herald Journal

Legals: Leader, Citizen, News Examiner

Direct Line: 435.752.2121 Ext. 1022

1068 West 130 South, Logan, UT 84321

The Herald Journal | Empowering the Community**From:** Teresa Harris <teresa.harris@loganutah.org>**Sent:** Friday, October 19, 2018 8:40 AM**To:** Laurie Jackson**Subject:** Utah Legal Notice Website

Good Morning Laurie,

I checked on the Utah Legal Notice Website for those notices that were published on October 18 in the HJ and I don't see them.

Does it take a few days to post?

Herald Journal

Publication Name:

Herald Journal

Publication URL:

Publication City and State:

Logan, UT

Publication County:

Cache

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

201810221008088901894**3429079316**

Notice URL:

[Back](#)

Notice Publish Date:

Thursday, October 18, 2018

Notice Content

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Teresa Harris, City Recorder

Published October 18, 2018 Ref. No. 1825728

[Back](#)

Civil
PROOF OF PUBLICATION

STATE OF UTAH
COUNTY OF CACHE, ss

On this 7th day of February , A.D. 2019 personally appeared before me Jennifer Birch who being first being duly sworn, deposes and says that (s)he is the Principal Legal Clerk of the PNG Media LLC, publishers of The Herald Journal a daily newspaper published in Logan City, Cache County Utah, and that the Legal Notice, a copy of which is hereto attached was published in said newspaper for 1 issue(s) and that said notice also published on utahlegals.com on the same day(s) as publication in said newspaper

Commencing on the following days:
02/07/2019

Jennifer Birch, Principal Legal Clerk
Subscribed and sworn to before me on this 7th day of February , A.D. 2019

Laurie Jackson, Notary Public
Commissioned in the State of Utah
My Commission expires 10/18/2019

**NOTICE OF INTERLOCAL AGREEMENTS FOR
PROJECT AREA FUNDS GENERATED FROM THE
SOUTH MAIN RIVER COMMUNITY REINVESTMENT
PROJECT AREA**

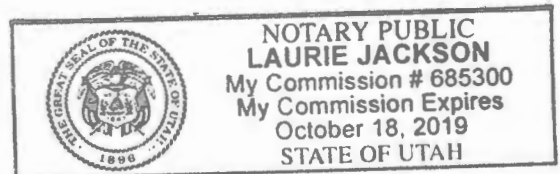
Public notice is hereby given that the Logan Redevelopment Agency (RDA) of the City of Logan has entered into Interlocal Agreements to receive project area funds from the SOUTH MAIN RIVER COMMUNITY REINVESTMENT PROJECT AREA (Project Area) with the following taxing entities: Cache County, Logan City School District, and the City of Logan. The Interlocal agreements are substantially the same with each taxing entity and in summary allows the RDA to receive 70% of the property tax generated in the Project Area that is in excess of the property tax that will be received from the Project Area for 2018, for a period of 15 years starting in 2020 or 2021 as selected by the RDA.

The Interlocal Agreements are available for inspection at the Agency offices located at 290 North 100 West, Logan, Utah at the offices of the Economic Development Department Monday through Friday between the hours of 8 a.m. and 5 p.m.

Teresa Harris, City Recorder

Published February 7, 2019

Ref. No. 1865833



Civil
PROOF OF PUBLICATION

STATE OF UTAH
COUNTY OF CACHE, ss

On this 19th day of October , A.D. 2018 personally appeared
before me Jennifer Birch who being first being duly sworn, deposes and says that
(s)he is the Principal Legal Clerk of the PNG Media LLC, publishers of The Herald Journal
a daily newspaper published in Logan City, Cache County Utah, and that the
Legal Notice, a copy of which is hereto attached was published in said
newspaper for 1 issue(s) and that said notice also published on utahlegals.com
on the same day(s) as publication in said newspaper

Commencing on the following days:
10/18/2018

Jennifer Birch

, Principal Legal Clerk

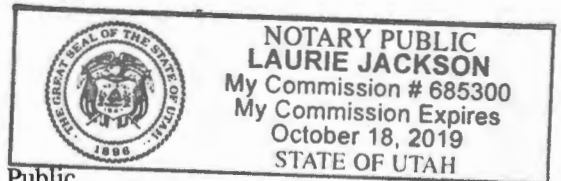
Subscribed and sworn to before me on this 19th day of October , A.D. 2018

Laurie Jackson

, Notary Public

Commissioned in the State of Utah

My Commission expires 10/18/2019



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The Project Area consists of approximately 40 acres of physically owned and unimproved land that is generally classified as that area of the City which is located along Main Street and the area between 100th and 110th Streets.

Rescued kittens. House trained and box trained. First shots. Please call 435-881-2569	Original 1927 antique car leather trunk. Excellent condition. \$200 firm 435-890-7733	Large oak desk with right hand return and locking drawer. Excellent condition. \$150. Call 435-890-7733	1920's antique car parts. Gas tank, bumpers, headlight lens covers, spoke wheel and many more items. Take it all. \$200 OBO. 435-890-7733.	\$50.00. 435-265-8626
Medium sized dog carrier \$25.00 435-752-0260	Christmas is Coming. Beautiful Hand Thrown Pottery \$5.00 - \$20.00 Call or Text 435-881-5573	Child's car seat. Good condition. \$25 435-752-0260	Antique Train \$40. Train set \$40 208-254-5528	Antique Sait Cellars/Dips. Leaded Glass. \$4.00 ea. Call or Text 435-881-5573
			Antique coffee/side table. 27 L x 17 W x 17 H. \$45. Call or Text 435-881-5573	