

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (“**First Amendment**”) is made and entered into this _____ day of _____, 2025 (“**Contract Date**”), by and between the **OGDEN CITY REDEVELOPMENT AGENCY**, a redevelopment agency created under the laws of the state of Utah (“**Agency**”), and **WEBER COUNTY**, a political subdivision in the state of Utah (“**County**”). The Agency and the County are referred to herein as the “**Parties**” and sometimes individually as a “**Party**.”

R E C I T A L S:

A. The Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated §17A-2-1201, *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, as found in Utah Code Annotated §17C-1-101 *et seq.* (the “**Act**”), and is authorized and empowered thereby to undertake various activities and actions pursuant thereto;

B. The Agency, together with key stakeholders, has a desire and a mission to bring about purposeful and significant community development activities and to assist in the development of certain key properties and projects, the result of which will advance the policies, goals and objectives of the Ogden City's general plan, preserve and maintain the natural environment desired by the citizens of the community, contribute to capital improvements which substantially benefit Ogden City and the County, create economic benefits to the immediate area, and improve the public health, safety and welfare of its citizens;

C. Pursuant to the Act, on January 9, 2018, the Agency adopted the Adams Community Reinvestment Project Area Plan (“**Plan**”) and Budget (“**Budget**”), with the desire and mission, along with key stakeholders, to bring about purposeful and significant community development within the Adams Community Reinvestment Area (“**Project Area**”);

D. Pursuant to certain interlocal agreements with taxing entities, the Act authorizes funding of community reinvestment project areas and plans, such as the Project Area and related Plan, with property tax increment;

E. Utah Code Annotated §11-13-215 (2003) authorizes a taxing entity to share its tax and other revenues with other governmental agencies;

F. On March 20, 2018, the Agency and the County executed an Interlocal Agreement to memorialize the County's commitment to provide tax increment to facilitate development within the Project Area (the “**Interlocal Agreement**”);

G. The Agency has since identified a need to increase the Budget to fully implement the Plan and achieve its objectives, and has prepared an Amendment to the Budget (“**Amended Budget**”), which is more fully described in Exhibit A.

H. The Agency has requested that the County increase its maximum payment of tax increment from the Project Area to carry out the Plan and extend the period for its contribution of tax increment;

I. The County is willing to increase its maximum payment of tax increment and to extend the period for its contribution of tax increment, and hereby consents to the Agency’s use of tax increment from the Project Area, to fund the Project Area and Plan;

J. For the purpose of providing funds to carry out the purposes and activities set forth in the plan, the County consents to the Agency receiving certain tax increment from the Project Area in accordance with the terms of this First Amendment; and

K. This First Amendment is made pursuant to the provisions of the Interlocal Cooperation Act, Utah Code Annotated §11-13-101, *et seq.* (the 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 hereto, the Parties hereby agree as follows:

1. Recitals. The above recitals are incorporated herein by reference and made a part hereof.

2. Defined Terms. All capitalized terms not defined in this First Amendment shall have the meanings assigned in the Interlocal Agreement.

3. Amendment. The following provisions of the Interlocal Agreement are hereby amended as follows:

a. Section 3 of the Interlocal Agreement is hereby amended in its entirety to read as follows:

3. Weber County Payment of Tax Increment to Agency. Pursuant to Section 17C-5-204 of the Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the County hereby agrees and consents that for twenty-seven (27) consecutive tax years (“**Tax Increment Period**”), the County authorizes the Weber County Treasurer to pay to the Agency 100% of the County’s tax increment generated from the County’s local levy within the Project Area for the earlier of the first ten (10) years of the Tax Increment Period or until the County’s prior maximum tax increment payment of \$2,492,316 is reached. Thereafter, the County authorizes the Weber County Treasurer to pay to the Agency 75% of the County’s tax increment generated from the County’s local levy within the Project Area for

the remainder of the Tax Increment Period or until the maximum payment of tax increment, \$5,629,935, has been reached, for the purpose of providing funds to the Agency to carry out the Plan. The County's local levy shall include the following tax entities: 001-Weber County General Fund, 002-Weber County GO Bond Fund, 003-Library, 038-Weber / Morgan Health, 041-Weber County Judgment Levy, 055-Paramedic Fund, and 146-Weber County Flood Control. The Parties understand and agree that payment for the last year of Tax Increment will be paid to the Agency in the year following the Tax Increment Termination Date. The County consents to the Agency's use of, for administrative purposes, 10% of the District's Tax Increment the Agency collects from the Project Area for the first five years and 5% thereafter. The County further consents to the Agency's use of, for housing purposes outlined in the Act, 20% of the County's Tax Increment paid to the Agency from the Project Area for the full Tax Increment Period. The County shall not proportionally reduce the agreed-upon amount of the tax increment paid to the Agency under this Agreement by the amount of any direct expenditures the County makes within the Project Area for the benefit of the Project Area or the Agency. The Agency agrees that Tax Increment generated from the County shall be used for infrastructure and related improvements (including for the repayment of bonds which financed infrastructure and related improvements; historic preservation activities; and improvements to the public realm). No later than December 31st of each year, the Agency's manager shall provide the County an itemized list detailing the infrastructure and related improvements that were financed by the Tax Increment during the Year. Failure of the Agency to timely provide the itemized list to the County shall be considered a material breach of this Agreement.

- b. Section 4 of the Interlocal Agreement is hereby amended in its entirety to read as follows:

4. Commencement and Termination of the Tax Increment Period.

The Tax Increment Period will begin on the first day of January in the year for which the Agency accepts its first Tax Increment payment from the Project Area, or January 1, 2018, whichever date is earlier ("**Tax Increment Commencement Date**"). The year of receipt of the first Tax Increment payment will not affect or determine the Tax Increment Commencement Date. The Parties are aware that Tax Increment payments are paid during the year following the year in which Tax Increment is generated or accrued. The Tax Increment Period will end on the 31st day of December preceding the twenty-seventh (27th) anniversary of the Tax Increment Commencement Date ("**Tax Increment Termination Date**"). The County's Tax Increment generated from the Project Area after the Tax Increment Termination Date or after the maximum increment specified in Section 5 is paid to the Agency, whichever occurs first, shall be paid to the County.

- c. Section 5 of the Interlocal Agreement is hereby amended in its entirety to read as follows:

5. Maximum Payment of Tax Increment. The total payments made to the Agency from the County's Tax Increment generated from the Project Area during the Tax Increment Period shall not exceed \$5,629,935.

- d. The following provisions are hereby added to the Interlocal Agreement:

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

ii. **Offset of Development Costs and Expenses.** The County has determined that it is in the best interests of its constituents to pay specified portions of its portion of Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency or participants in the Project Area development related to infrastructure and related improvements to the extent permitted by the Act, the Plan, and the Amended Budget, each as adopted and amended from time to time.

4. No Further Modifications. Except as modified by this First Amendment, the remaining terms and conditions of the Interlocal Agreement shall remain unmodified and in full force and effect, and the Parties hereby ratify all other provisions in the Interlocal Agreement.

5. Counterparts and Signatures. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. This First Amendment may be executed by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., PDF) of an original signature.

SIGNATURES ON FOLLOWING PAGE

ENTERED into as of the Contract Date written above.

AGENCY:

OGDEN CITY REDEVELOPMENT AGENCY,
a body politic and political subdivision of the state of Utah

By: _____
Benjamin K. Nadolski
Executive Director

ATTEST:

Agency Secretary

APPROVED AS TO FORM:

Agency Attorney

COUNTY:

WEBER COUNTY, a body politic and political
subdivision of the state of Utah

By: _____
Sharon Bolos, Chair
Board of County Commissioners of Weber County

ATTEST: _____
Ricky Hatch, CPA
Weber County Clerk/Auditor

APPROVED AS TO FORM: _____

EXHIBIT A
To First Amendment

Amended Budget