



# RDA MEETING

08-09-22

**(5:45 p.m.)**



**MORGAN CITY REDEVELOPMENT AGENCY AGENDA  
AUGUST 9, 2022 – 5:45 P.M.  
MORGAN, UTAH**

**PUBLIC NOTICE** is hereby given that the Redevelopment Agency of Morgan City, Utah, will hold a public meeting in the Council Conference Room in the City Office Building, 90 West Young Street, Morgan, Utah, commencing at 5:45 p.m. on August 9, 2022.

1. **CALL TO ORDER AND APPROVAL OF AGENDA**
  - A. Welcome – Chair Steve Gale
  - B. Approval of Meeting’s Agenda
  
2. **CONSENT AGENDA**
  - A. Minutes of the Morgan City Redevelopment Agency Meeting – May 10, 2022
  
3. **PUBLIC HEARING**
  - A. Adoption of the 2022 – 2023 Fiscal Year Budget Beginning July 1, 2022 and Ending June 30, 2023 – Resolution R22-31
  
4. **ACTIVE AGENDA**
  - A. First Amendment to the Interlocal Cooperation Agreement Between Morgan City Redevelopment Agency and Morgan City Corporation Dated November 13, 2018 – Resolution R22-37
  - B. First Amendment to the Interlocal Cooperation Agreement Between Morgan City Redevelopment Agency and Morgan County Dated December 4, 2018 – Resolution R22-38
  - C. First Amendment to the Interlocal Cooperation Agreement Between Morgan City Redevelopment Agency and Morgan School District Dated November 13, 2018 – Resolution R22-39
  
5. Adjournment

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The Board at its discretion may rearrange the order of any item(s) on the agenda.

In compliance with the American with Disabilities Act, individuals needing special accommodation (including auxiliary communicative aids and service) during the meeting should notify Denise Woods, City Recorder, at (801) 829-3461 at least 48 hours prior to the meeting.

This meeting may involve the use of electronic communications for some of the members of this public body. The anchor location for the meeting shall be the Morgan Council Conference Room, 90 West Young Street, Morgan, Utah. Elected Officials at remote locations may be connected to the meeting electronically to participate.

Notice is hereby given that by motion of the Board of the Morgan City Redevelopment Agency, pursuant to Title 52, Chapter 4 of the Utah Code, the Board may vote to hold a closed session for any of the purposes identified in that Chapter.

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Morgan City limits on this 5<sup>th</sup> day of August, 2022 at Morgan City Hall, on the Utah State Public Notice Website, at [morgancityut.org](http://morgancityut.org), and three public places within the City. The 2022 meeting schedule was posted on the City’s Website and Public Notice Website on December 17, 2021.

/s/ Denise Woods., City Recorder

**MINUTES OF MORGAN CITY  
REDEVELOPMENT AGENCY  
MEETING**

**MAY 10, 2022; 5:47 P.M.**

**CHAIR AND BOARDMEMBERS**

**PRESENT:**

Chair Steve Gale, Tony London, Jeff Wardell, Jeffery Richins, and Dave Alexander

**STAFF PRESENT IN-PERSON:**

Ty Bailey, City Manager; Gary Crane, City Attorney, Denise Woods

**EXCUSED:**

Eric Turner

This meeting was held in the Council Conference Room of the Morgan City Offices, 90 West Young Street, Morgan, Utah. The meeting was streamed live on YouTube and available for viewing on the City's website – [morgancityut.org](http://morgancityut.org).

This meeting was called to order by Chair, Steve Gale.

**APPROVAL OF MEETING AGENDA**

**MOTION:** Boardmember Richins moved to approve the agenda.

**SECOND:** Boardmember London

The motion passed to approve the agenda; Boardmember Turner was absent.

**MINUTES**

**MOTION:** Boardmember London moved to approve the minutes of the February 8, 2022 Morgan City Redevelopment Agency Meeting.

**SECOND:** Boardmember Wardell

The motion passed to approve the minutes as written; Boardmember Turner was absent,

Boardmember Alexander asked for clarification regarding the outcome of HB 151 from the last legislative session. (HB 151 – Retail Facility Incentive Payments Amendments)

Ty Bailey, City Manager, explained the City was included in the exemption. It was based on population and Morgan County was a fourth-class county, so the City was exempted. He said the City had the ability to continue doing incentives through the RDA.

Discussion regarding allowing multi-housing everywhere and the continual fight every year at the legislature on keeping the land use decisions up to local governments.

**ITEMS FOR DISCUSSION/APPROVAL**

**ADOPTION OF A TENTATIVE BUDGET FOR THE MORGAN CITY REDEVELOPMENT AGENCY FOR THE 2022 – 2023 FISCAL YEAR AND SET DATE FOR FINAL APPROVAL – RESOLUTION R22-17**

Boardmember Alexander asked why the 2022 Original Budget and the 2022 Amended Budget were the same.

Ty Bailey, City Manager, explained it was part of the process, but pointed out the RDA hadn't received their payments yet, so the same amount was listed in the amended budget. He pointed out the actual for 2022 only showed the RDA receiving \$32,349.00 and his intention was to show the payments to be paid to each of the entities, i.e., County, City, and School District. He was working with the County Treasurer in getting this resolved. He explained that based on the concept we would have the same revenue, but the entities agreed to the new amount presented to them. On the tentative budget he pointed out the amount for grants increased by \$40,000.00 so the RDA could do one additional project.

Boardmember Alexander asked if the payments to the general fund, the County, and the School District would be made by the end of the fiscal year.

Ty said he was working on it. He stated the School District was on board and was very complimentary with how the RDA had been working. It looked like they would accept less revenue, but they were also going to receive the revenue from the CDA since it ended this year, so it was almost a net zero proposition for them, and they wanted to see the RDA assist another project within the RDA.

**MOTION:** Boardmember London moved to adopt Resolution R22-17 – A resolution adopting a tentative budget for the Morgan City Redevelopment Agency for the fiscal year beginning July 1, 2022 and ending June 30, 2023 and set the date of June 28, 2022 at 5:45 p.m. for a public hearing to hear interested persons prior to adopting a final budget.

**SECOND:** Boardmember Richins

**Discussion on the Motion:** None

**ROLL CALL VOTE:** Jeffery Richins – aye  
Jeff Wardell – aye  
Tony London – aye  
Eric Turner – absent  
Dave Alexander - aye

Vote was 4 ayes; Motion passed to adopt Resolution R22-17 – A resolution adopting a tentative budget for the Morgan City Redevelopment Agency for the fiscal year beginning July 1, 2022 and ending June 30, 2023 and set the date of June 28, 2022 at 5:45 p.m. for a public hearing to hear interested persons prior to adopting a final budget; Boardmember Turner was absent.

This meeting was adjourned at 5:57 p.m.

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Denise Woods, Agency Secretary

These minutes were approved at the June 28, 2022 meeting.



**Morgan City**  
**State Budget Report**  
**75 Redevelopment Agency Fund - 07/01/2022 to 06/30/2023**  
**100.00% of the fiscal year has expired**

	2022 Actual	2022 Original Budget	2022 Amended Budget	2023 Tentative Budget	2023 Final Budget
<b>Change In Net Position</b>					
<b>Revenue:</b>					
<b>Taxes</b>					
30100 TAX INCREMENT MONIES	251,416.53	225,000.00	225,000.00	225,000.00	225,000.00
<b>Total Taxes</b>	<u>251,416.53</u>	<u>225,000.00</u>	<u>225,000.00</u>	<u>225,000.00</u>	<u>225,000.00</u>
<b>Interest</b>					
30500 INTEREST	233.24	500.00	500.00	500.00	500.00
<b>Total Interest</b>	<u>233.24</u>	<u>500.00</u>	<u>500.00</u>	<u>500.00</u>	<u>500.00</u>
<b>Contributions and transfers</b>					
30900 APPROPRIATION FROM FUND BAL	0.00	24,700.00	24,700.00	0.00	0.00
<b>Total Contributions and transfers</b>	<u>0.00</u>	<u>24,700.00</u>	<u>24,700.00</u>	<u>0.00</u>	<u>0.00</u>
<b>Total Revenue:</b>	<u>251,649.77</u>	<u>250,200.00</u>	<u>250,200.00</u>	<u>225,500.00</u>	<u>225,500.00</u>
<b>Expenditures:</b>					
<b>General government</b>					
<b>Administration</b>					
40210 PUBLICATIONS & ORDINANCES	25.00	0.00	0.00	0.00	0.00
40280 LIABILITY INSURANCE	1,510.00	2,000.00	2,000.00	2,000.00	2,000.00
40310 PROFESSIONAL & TECHNICAL SERV	2,193.75	1,500.00	1,500.00	1,500.00	1,500.00
40890 PAYMENT TO GENERAL FUND	0.00	15,000.00	15,000.00	6,500.00	6,500.00
40900 PAYMENT TO MORGAN COUNTY	0.00	23,000.00	23,000.00	10,500.00	10,500.00
40910 PAYMENT TO SCHOOL DISTRICT	77,136.73	80,000.00	80,000.00	40,000.00	40,000.00
40920 BUSINESS LOAN/GRANTS	128,700.00	128,700.00	128,700.00	165,000.00	165,000.00
<b>Total Administration</b>	<u>209,565.48</u>	<u>250,200.00</u>	<u>250,200.00</u>	<u>225,500.00</u>	<u>225,500.00</u>
<b>Total General government</b>	<u>209,565.48</u>	<u>250,200.00</u>	<u>250,200.00</u>	<u>225,500.00</u>	<u>225,500.00</u>
<b>Total Expenditures:</b>	<u>209,565.48</u>	<u>250,200.00</u>	<u>250,200.00</u>	<u>225,500.00</u>	<u>225,500.00</u>
<b>Total Change In Net Position</b>	<u>42,084.29</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>

**RESOLUTION R22-37**

**A RESOLUTION ADOPTING AND APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN MORGAN CITY REDEVELOPMENT AGENCY AND MORGAN CITY CORPORATION DATED NOVEMBER 13, 2018.**

**WHEREAS**, the Morgan City Redevelopment Agency (hereinafter the "Agency"), created the Commercial Street Redevelopment Project Area (hereinafter the "Project Area"), through the adoption of the Commercial Street Redevelopment Project Area Plan (hereinafter the "Project Area Plan") in 1993; and

**WHEREAS**, the Agency and Morgan City Corporation (hereinafter the "City"), entered into an Interlocal Cooperation Agreement on November 13, 2018 (hereinafter the "Original Agreement"), which was made under the provisions of the ACT and the Interlocal Cooperation Act, Utah Code Annotated, Title 11, Chapter 13 (hereinafter the "Cooperation Act"); and

**WHEREAS**, the Agency and the City have mutually agreed to restructure the tax increment payments from the Agency to the City as outlined in the Original Agreement to provide funds for an additional project each year within the Project Area.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF THE MORGAN CITY REDEVELOPMENT AGENCY AS FOLLOWS:**

1. That the First Amendment to the Interlocal Cooperation Agreement Between Morgan City Redevelopment Agency and Morgan City Corporation Dated November 13, 2018, which is attached hereto and incorporated herein by this reference, be adopted, and approved.
2. That Ty Bailey, Executive Director, is authorized to execute said Agreement.

**PASSED AND ADOPTED by the City Council of Morgan, Utah, this 9<sup>th</sup> day of August, 2022.**

\_\_\_\_\_  
STEVE GALE, Mayor

ATTEST:

\_\_\_\_\_  
DENISE WOODS, City Recorder

**FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT  
BETWEEN MORGAN CITY REDEVELOPMENT AGENCY AND  
MORGAN CITY CORPORATION DATED NOVEMBER 13, 2018**

This First Amendment to the Interlocal Cooperation Agreement Between Morgan City Redevelopment Agency and Morgan City Corporation dated November 13, 2018, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the MORGAN CITY REDEVELOPMENT AGENCY, a political subdivision of the State of Utah (hereinafter the "Agency") and MORGAN CITY CORPORATION, a political subdivision of the State of Utah (hereinafter the "City") as follows:

**RECITALS**

**WHEREAS**, the Agency created the Commercial Street Redevelopment Project Area (hereinafter the "Project Area"), through the adoption of the Commercial Street Redevelopment Project Area Plan (hereinafter the "Project Area Plan") in 1993; and

**WHEREAS**, the Agency and the City entered into an Interlocal Cooperation Agreement on November 13, 2018 (hereinafter the "Original Agreement"), which was made under the provisions of the Act and the Interlocal Cooperation Act, Utah Code Annotated, Title 11, Chapter 13 (hereinafter the "Cooperation Act"); and

**WHEREAS**, the Agency and the City have mutually agreed to restructure the tax increment payments from the Agency to the City as outlined in the Original Agreement to provide funds for an additional project each year within the Project Area.

**NOW, THEREFORE**, the parties do hereby agree to the following amendments to the Original Agreement:

1. Paragraph 7 of the Original Agreement is amended to read as follows:

7. **Annual Refund to the City.** The Agency will, on an annual basis within thirty days of actual receipt of the City's Tax Increment Share from Morgan County, remit to the City a portion of the City's Tax Increment Share received by the Agency in the amount of 25% of the tax increment attributable to the marginal taxable value between the Base Year Taxable Value and the 2018 taxable value.

The Agency will be authorized to retain all the remaining balance of the City's Tax Increment Share for use under the Project Area Plan and for any other purposes authorized by the Act. For purposes of clarification, the parties intend that the Agency will continue to retain 75% of all tax increment attributable to the growth experienced in the Project Area between the Base Year and the final year (*i.e.*, tax year 2018), of collection under the original Project Area Plan and Budget, and that for any new value created after December 31, 2018 (*i.e.*, during the ten-year extension period).

2. Paragraph 8 of the Original Agreement is amended to read as follows:

8. **Agency Reporting to the City.** Beginning with the first calendar quarter in 2019 and continuing each calendar quarter after that until the first quarter of 2029, the Agency agrees to provide, within thirty days after the end of each calendar year, an update to the City's governing board, either verbally or in writing, on Project Area development activities occurring or anticipated to occur within the Project Area. Additionally, the Agency agrees that at least one qualified Agency official will, upon request from the City's governing body or his/her authorized designee; attend one meeting of the City's governing board between November 1 and December 31 of each year, in order for the Agency official to verbally explain the Agency's annual report (provided as required by statute). Despite anything in this Agreement to the contrary, if the Agency breaches any requirement in this Section 8, the City must provide written notice to the Agency, and the Agency will have thirty days following receipt of the notice to cure the defect by providing the missing update/report.

3. All other provisions of the Original Agreement shall remain in force and effect except as otherwise modified by this amendment.

IN WITNESS WHEREOF, the parties have executed the First Amendment to the Interlocal Cooperation Agreement Between Morgan City Redevelopment Agency and Morgan City Corporation dated November 13, 2018, the date and year first above written.

**City: MORGAN CITY CORPORATION**

Attest: By: \_\_\_\_\_  
STEVE GALE, Mayor

\_\_\_\_\_  
DENISE WOODS, City Recorder

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

\_\_\_\_\_  
GARY R. CRANE, City Attorney

**Agency: MORGAN CITY REDEVELOPMENT  
AGENCY**

Attest: By: \_\_\_\_\_  
TY BAILEY, Executive Director

\_\_\_\_\_  
DENISE WOODS, Secretary

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

\_\_\_\_\_  
GARY R. CRANE, Attorney for Agency

**RESOLUTION R22-38**

**A RESOLUTION ADOPTING AND APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN MORGAN CITY REDEVELOPMENT AGENCY AND MORGAN COUNTY DATED DECEMBER 4, 2018.**

**WHEREAS**, the Morgan City Redevelopment Agency (hereinafter the "Agency"), created the Commercial Street Redevelopment Project Area (hereinafter the "Project Area"), through the adoption of the Commercial Street Redevelopment Project Area Plan (hereinafter the "Project Area Plan") in 1993; and

**WHEREAS**, the Agency and Morgan County (hereinafter the "County"), entered into an Interlocal Cooperation Agreement on December 4, 2018 (hereinafter the "Original Agreement"), which was made under the provisions of the ACT and the Interlocal Cooperation Act, Utah Code Annotated, Title 11, Chapter 13 (hereinafter the "Cooperation Act"); and

**WHEREAS**, the Agency and the County have mutually agreed to restructure the tax increment payments from the Agency to the County as outlined in the Original Agreement to provide funds for an additional project each year within the Project Area.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF THE MORGAN CITY REDEVELOPMENT AGENCY AS FOLLOWS:**

1. That the First Amendment to the Interlocal Cooperation Agreement Between Morgan City Redevelopment Agency and Morgan County Dated December 4, 2018, which is attached hereto and incorporated herein by this reference, be adopted, and approved.
2. That Ty Bailey, Executive Director, is authorized to execute said Agreement.

**PASSED AND ADOPTED** by the City Council of Morgan, Utah, this 9<sup>th</sup> day of August, 2022.

\_\_\_\_\_  
STEVE GALE, Mayor

ATTEST:

\_\_\_\_\_  
DENISE WOODS, City Recorder

**FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT  
BETWEEN MORGAN CITY REDEVELOPMENT AGENCY AND  
MORGAN COUNTY DATED DECEMBER 4, 2018**

This First Amendment to the Interlocal Cooperation Agreement Between Morgan City Redevelopment Agency and Morgan County dated December 4, 2018, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the MORGAN CITY REDEVELOPMENT AGENCY, a political subdivision of the State of Utah (hereinafter the "Agency") and MORGAN COUNTY, a political subdivision of the State of Utah (hereinafter the "County") as follows:

**RECITALS**

**WHEREAS**, the Agency created the Commercial Street Redevelopment Project Area (hereinafter the "Project Area"), through the adoption of the Commercial Street Redevelopment Project Area Plan (hereinafter the "Project Area Plan") in 1993; and

**WHEREAS**, the Agency and the County entered into an Interlocal Cooperation Agreement on December 4, 2018 (hereinafter the "Original Agreement"), which was made under the provisions of the Act and the Interlocal Cooperation Act, Utah Code Annotated, Title 11, Chapter 13 (hereinafter the "Cooperation Act"); and

**WHEREAS**, the Agency and the County have mutually agreed to restructure the tax increment payments from the Agency to the County as outlined in the Original Agreement to provide funds for an additional project each year within the Project Area.

**NOW, THEREFORE**, the parties do hereby agree to the following amendments to the Original Agreement:

1. Paragraph 7 of the Original Agreement is amended to read as follows:

7. **Annual Refund to the County.** The Agency will, on an annual basis within thirty days of actual receipt of the County's Tax Increment Share from Morgan County, remit to the County a portion of the County's Tax Increment Share received by the Agency in the amount of 25% of the tax increment attributable to the marginal taxable value between the Base Year Taxable Value and the 2018 taxable value.

The Agency will be authorized to retain all the remaining balance of the County's Tax Increment Share for use under the Project Area Plan and for any other purposes authorized by the Act. For purposes of clarification, the parties intend that the Agency will continue to retain 75% of all tax increment attributable to the growth experienced in the Project Area between the Base Year and the final year (*i.e.*, tax year 2018), of collection under the original Project Area Plan and Budget, and that for any new value created after December 31, 2018 (*i.e.*, during the ten-year extension period).

2. Paragraph 8 of the Original Agreement is amended to read as follows:

8. **Agency Reporting to the County.** Beginning with the first calendar quarter in 2019 and continuing each calendar quarter after that until the first quarter of 2029, the Agency agrees to provide, within thirty days after the end of each calendar year, an update to the County's governing board, either verbally or in writing, on Project Area development activities occurring or anticipated to occur within the Project Area. Additionally, the Agency agrees that at least one qualified Agency official will, upon request from the County's governing board or his/her authorized designee; attend one meeting of the County's governing board between November 1 and December 31 of each year, in order for the Agency official to verbally explain the Agency's annual report (provided as required by statute). Despite anything in this Agreement to the contrary, if the Agency breaches any requirement in this Section 8, the County must provide written notice to the Agency, and the Agency will have thirty days following receipt of the notice to cure the defect by providing the missing update/report.

3. All other provisions of the Original Agreement shall remain in force and effect except as otherwise modified by this amendment.

IN WITNESS WHEREOF, the parties have executed the First Amendment to the Interlocal Cooperation Agreement Between Morgan City Redevelopment Agency and Morgan County dated December 4, 2018, the date and year first above written.

**County: MORGAN COUNTY**

By: \_\_\_\_\_  
MICHAEL NEWTON, Chair

Attest:

\_\_\_\_\_  
LESLIE HYDE, County Recorder

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

\_\_\_\_\_  
GARRETT SMITH, Attorney for County

**Agency: MORGAN CITY REDEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
TY BAILEY, Executive Director

Attest:

\_\_\_\_\_  
DENISE WOODS, Secretary

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

\_\_\_\_\_  
GARY R. CRANE, Attorney for Agency

**RESOLUTION R22-39**

**A RESOLUTION ADOPTING AND APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN MORGAN CITY REDEVELOPMENT AGENCY AND MORGAN SCHOOL DISTRICT DATED NOVEMBER 13, 2018.**

**WHEREAS**, the Morgan City Redevelopment Agency (hereinafter the "Agency"), created the Commercial Street Redevelopment Project Area (hereinafter the "Project Area"), through the adoption of the Commercial Street Redevelopment Project Area Plan (hereinafter the "Project Area Plan") in 1993; and

**WHEREAS**, the Agency and Morgan School District (hereinafter the "District"), entered into an Interlocal Cooperation Agreement on November 13, 2018 (hereinafter the "Original Agreement"), which was made under the provisions of the ACT and the Interlocal Cooperation Act, Utah Code Annotated, Title 11, Chapter 13 (hereinafter the "Cooperation Act"); and

**WHEREAS**, the Agency and the District have mutually agreed to restructure the tax increment payments from the Agency to the District as outlined in the Original Agreement to provide funds for an additional project each year within the Project Area.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF THE MORGAN CITY REDEVELOPMENT AGENCY AS FOLLOWS:**

1. That the First Amendment to the Interlocal Cooperation Agreement Between Morgan City Redevelopment Agency and Morgan School District Dated November 13, 2018, which is attached hereto and incorporated herein by this reference, be adopted, and approved.
2. That Ty Bailey, Executive Director, is authorized to execute said Agreement.

**PASSED AND ADOPTED** by the City Council of Morgan, Utah, this 9<sup>th</sup> day of August, 2022.

---

STEVE GALE, Mayor

ATTEST:

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DENISE WOODS, City Recorder

**FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT  
BETWEEN MORGAN CITY REDEVELOPMENT AGENCY AND  
MORGAN SCHOOL DISTRICT DATED NOVEMBER 13, 2018**

This First Amendment to the Interlocal Cooperation Agreement Between Morgan City Redevelopment Agency and Morgan School District dated November 13, 2018, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the MORGAN CITY REDEVELOPMENT AGENCY, a political subdivision of the State of Utah (hereinafter the "Agency") and MORGAN SCHOOL DISTRICT, a political subdivision of the State of Utah (hereinafter the "District") as follows:

**RECITALS**

**WHEREAS**, the Agency created the Commercial Street Redevelopment Project Area (hereinafter the "Project Area"), through the adoption of the Commercial Street Redevelopment Project Area Plan (hereinafter the "Project Area Plan") in 1993; and

**WHEREAS**, the Agency and the District entered into an Interlocal Cooperation Agreement on November 13, 2018 (hereinafter the "Original Agreement"), which was made under the provisions of the Act and the Interlocal Cooperation Act, Utah Code Annotated, Title 11, Chapter 13 (hereinafter the "Cooperation Act"); and

**WHEREAS**, the Agency and the District have mutually agreed to restructure the tax increment payments from the Agency to the District as outlined in the Original Agreement to provide funds for an additional project each year within the Project Area.

**NOW, THEREFORE**, the parties do hereby agree to the following amendments to the Original Agreement:

1. Paragraph 7 of the Original Agreement is amended to read as follows:

7. **Annual Refund to the District.** The Agency will, on an annual basis within thirty days of actual receipt of the District's Tax Increment Share from Morgan County, remit to the District a portion of the District's Tax Increment Share received by the Agency in the amount of 25% of the tax increment attributable to the marginal taxable value between the Base Year Taxable Value and the 2018 taxable value.

The Agency will be authorized to retain all the remaining balance of the District's Tax Increment Share for use under the Project Area Plan and for any other purposes authorized by the Act. For purposes of clarification, the parties intend that the Agency will continue to retain 75% of all tax increment attributable to the growth experienced in the Project Area between the Base Year and the final year (*i.e.*, tax year 2018), of collection under the original Project Area Plan and Budget, and that for any new value created after December 31, 2018 (*i.e.*, during the ten-year extension period).

2. Paragraph 8 of the Original Agreement is amended to read as follows:

8. **Agency Reporting to the District.** Beginning with the first calendar quarter in 2019 and continuing each calendar quarter after that until the first quarter of 2029, the Agency agrees to provide, within thirty days after the end of each calendar year, an update to the District's governing board, either verbally or in writing, on Project Area development activities occurring or anticipated to occur within the Project Area. Additionally, the Agency agrees that at least one qualified Agency official will, upon request from the District's superintendent or his/her authorized designee; attend one meeting of the District's governing board between November 1 and December 31 of each year, in order for the Agency official to verbally explain the Agency's annual report (provided as required by statute). Despite anything in this Agreement to the contrary, if the Agency breaches any requirement in this Section 8, the District must provide written notice to the Agency, and the Agency will have thirty days following receipt of the notice to cure the defect by providing the missing update/report.

3. All other provisions of the Original Agreement shall remain in force and effect except as otherwise modified by this amendment.

IN WITNESS WHEREOF, the parties have executed the First Amendment to the Interlocal Cooperation Agreement Between Morgan City Redevelopment Agency and Morgan School District dated November 13, 2018, the date and year first above written.

**District: MORGAN SCHOOL DISTRICT**

By: \_\_\_\_\_  
DOUGLAS D. JACOBS, Superintendent

Attest:

\_\_\_\_\_  
JANA BROWN, Executive Secretary

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

\_\_\_\_\_  
Attorney for District

**Agency: MORGAN CITY REDEVELOPMENT  
AGENCY**

By: \_\_\_\_\_  
TY BAILEY, Executive Director

Attest:

\_\_\_\_\_  
DENISE WOODS, Secretary

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

\_\_\_\_\_  
GARY R. CRANE, Attorney for Agency

