



**KAYSVILLE CITY
REDEVELOPMENT AGENCY BOARD
NOTICE OF MEETING AND AGENDA**

NOTICE IS HEREBY GIVEN that a meeting of the Governing Board of the Redevelopment Agency of Kaysville City, Utah (the “Authority”) will be held on Thursday, January 2, 2025, at 8:00 p.m., or as soon as the City Council Meeting adjourns, in the Council Chambers of Kaysville City Hall at 23 East Center Street, Kaysville, UT.

The agenda shall be as follows:

1. Opening
2. Approval of an Interlocal Agreement between the Kaysville Redevelopment Agency and Davis County for the Kaysville City Center Community Reinvestment Plan and Budget
3. Approval of an Interlocal Agreement between the Kaysville Redevelopment Agency and Kaysville City for the Kaysville City Center Community Reinvestment Plan and Budget
3. Adjournment

Kaysville City is dedicated to a policy of non-discrimination in admission to, access to, or operations of its programs, services, or activities. If you need special assistance due to a disability, please contact the Kaysville City Offices at (801) 546-1235 at least 24 hours in advance of the meeting to be held.

I hereby certify that I posted a copy of the foregoing Notice and Agenda at Kaysville City Hall, Kaysville City website at www.kaysville.gov, and the Utah Public Notice website at www.utah.gov/pmn. Posted on December 27, 2024.

Annemarie Plaizier
Agency Secretary

CITY COUNCIL STAFF REPORT



MEETING DATE: January 2, 2025

TYPE OF ITEM: Action Item

PRESENTED BY: Melinda Greenwood, Community Development Director

SUBJECT/AGENDA TITLE: Approval of an Interlocal Agreement between the Kaysville Redevelopment Agency and Davis County for the Kaysville City Center Community Reinvestment Plan and Budget

EXECUTIVE SUMMARY:

On January 30, 2024, City officials met with the Davis County Commission during a work session to present the draft Kaysville City Center Community Reinvestment Area (CRA), which was well received. Subsequently, the County Commission approved an Interlocal agreement between the County and the RDA at their November 19, 2024 meeting.

The [Kaysville City Center CRA plan](#) is proposed to start with the 2023 base year valuation and would begin collecting increment in 2025 for a period of 15 years. If approved by the RDA, the interlocal agreement between the County and the RDA will be at a participation rate of 60% of tax increment generation going to the RDA. During the 15 years Davis County will continue to receive the same amount of property tax revenues as they did prior to the CRA being established and will also receive 40% of the increase in property tax revenues.

For more detailed information about the proposed CRA, please refer to the attachments on item #1 for the public hearing or the CRA plan linked in the paragraph above.

City Council Options:

1. Approve the interlocal agreement between the Kaysville Redevelopment Agency and Davis County for the Kaysville City Center Community Reinvestment Plan and Budget.
2. Do not approve the interlocal agreement.

Staff Recommendation:

Staff recommends approval of the interlocal between the Kaysville Redevelopment Agency and Davis County for the Kaysville City Center Community Reinvestment Plan and Budget.

Fiscal Impact:

Unknown.

ATTACHMENTS:

1. Signed Interlocal Cooperation Agreement between Redevelopment Agency of Kaysville City and

DAVIS COUNTY REGULAR COMMISSION MEETING

AGENDA ITEM SUMMARY

Agenda Item Type: Agenda Item
Department: CED - Economic Development
Presenter: Kent Andersen, Director
Agenda Item: **Approval of an Interlocal Cooperation Agreement between Redevelopment Agency of Kaysville City and Davis County for Kaysville City Center Community Reinvestment Project Area**

The Kaysville City Center Community Reinvestment Project Area will provide for a variety of land uses, public improvements, infrastructure, redevelopment, and new development in an area focused in and around the historic downtown Kaysville, Main Street and 200 North. The Project Area includes approximately 261.5 acres (not including roads), with much of the study area currently developed with commercial uses. Only 40.4 acres (15.5%) of the proposed project area remain undeveloped.

Financial Information:

- Type: N/A
- Amount: N/A
- GL Account #: N/A
- Davis County Match Required: N/A
- Additional Financial Information: The County shall authorize the remittance of 60% of the annual Property Tax Increment generated within the Project Area, including the real (i.e., building, land, and fixtures), personal, and centrally assessed property within the Project Area for both the County and County Library to the Agency, beginning with property tax receipts in Year One, and continuing through Year Fifteen, or until a cap of \$10,000,000.00 (The Cap) is reached, whichever comes first. Prior to sending the Tax Increment the County will reduce the payment by 3% of the Tax Increment that the County contributes each year for the cost of administering the project.

Terms:

- Beginning Date: N/A
- Ending Date: N/A

Attachments:

1. Kaysville City Center CRA Project Area Plan
2. Kaysville City Center CRA - Budget
3. Kaysville Interlocal Cooperation Agreement

#961/2024

Proposed Meeting Date: 11/19/2024

Submitted by: Chanel Flores

Document Type: public

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
REDEVELOPMENT AGENCY OF KAYSVILLE CITY AND DAVIS COUNTY
FOR KAYSVILLE CITY CENTER COMMUNITY REINVESTMENT PROJECT AREA**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this 19th day of November 2024, by and between the **REDEVELOPMENT AGENCY OF KAYSVILLE CITY**, a community reinvestment agency and political subdivision of the State of Utah (the “Agency”), and **DAVIS COUNTY**, a political subdivision of the State of Utah (the “County”) in contemplation of the following facts and circumstances:

- A. WHEREAS**, the Agency is operated under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the “**Act**”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting KAYSVILLE City (the “City”) in development activities that are likely to advance the policies, goals and objectives of the City’s general plan, contributing to capital improvements and investments which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its residents; and
- B. WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the “Cooperation Act”); and
- C. WHEREAS**, the Agency created the Kaysville City Center (the “Project Area”), as outlined in Exhibit “A” (the “Property”), through the adoption of the Kaysville City Center Community Reinvestment Project Area Plan (the “Project Area Plan”), located within Kaysville City, which Project Area is described in Exhibit “B” attached hereto and incorporated herein by this reference; and
- D. WHEREAS**, the Project Area is in need of infrastructure improvements and contains vacant and underutilized land and buildings, which is anticipated to develop and redevelop. The Agency has not yet entered into any participation or development agreements with developers but anticipates that the City and/or the Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and
- E. WHEREAS**, historically, the Project Area generated a total of approximately \$1,981,968 per year in property taxes for the various taxing entities, including the City, the County, Davis School District (the “School District”), and the other Special Service Districts, with only \$234,490 being generated annually for the County and \$47,631 generated annually for the County Library; and
- F. WHEREAS**, as contemplated in the Project Area Plan, property tax increment produced by the Project Area for the City, County, the School District, and the other Special Service Districts are projected to total approximately \$8,302,933 over 15 years, with the total amount of increment estimated to be generated by the County is \$982,333 plus \$199,536 for the County Library; and
- G. WHEREAS**, the Agency has requested the City, County, School District, and other Special Service Districts participate in the promotion of development in the Project Area by agreeing to remit to the

Agency for a specified period of time specified portions of the increased property tax (i.e., Tax Increment,) which will be generated by the Project Area for a specified period of time; and

H. WHEREAS, the Agency has retained Zions Public Finance, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and Budget; and

I. WHEREAS, the Agency has adopted the City Center Community Reinvestment Project Area Budget (the “Project Area Budget”), a draft copy of which is attached as **Exhibit “C”**, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

J. WHEREAS, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. Additional Tax Revenue. The County has determined that significant additional property tax revenue (i.e., Tax Increment, as defined by the Act) will likely be generated by the development of public amenities within the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the 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.

2. Offset of Development Costs and Expenses. The County has determined that it is in the best interests of its residents to pay or distribute specified portions of its Tax Increment to the Agency in order for the Agency to support the construction of public amenities and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. Base Year and Base Year Value. The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be tax year 2023, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2023 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be \$203,550,124, but is subject to final adjustment and verification by the County and Agency).

4. Agreement(s) with Developer(s). The Agency is authorized to enter into one or more participation agreement(s) with one or more participant(s) which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)’s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of

the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

5. Payment Trigger and Length of Tax Increment Collection Period. The first year (“Year One”) of payment of Tax Increment from the County to the Agency shall be determined by the Agency, but the Agency will trigger the Project Area for collection no later than by December 2025. Each subsequent year, beginning with the year following Year One, shall be defined in sequence as “Year Two” through “Year Fifteen”. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor’s office.

6. Total Payment to Agency. The County shall authorize the remittance of 60% of the annual Property Tax Increment generated within the Project Area, including the real (i.e., building, land, and fixtures), personal, and centrally assessed property within the Project Area for both the County and County Library to the Agency, beginning with property tax receipts in Year One, and continuing through Year Fifteen, or until a cap of \$10,000,000 (The Cap) is reached, whichever comes first. Prior to sending the Tax Increment the County will reduce the payment by 3% for the cost of administering the project as outlined below. If the City applies and is awarded any Transportation Project Grants through the County and within the project area, The Cap shall be reduced by the equivalent amount granted to the City (The Reduced Cap).

7. Cost of Administering Project. The County authorizes the Agency to use 3% of the Tax Increment received each year by the Agency for administrative purposes. The maximum total amount of administrative costs over the life of the project is \$300,000 (3% of 10,000,000). In addition, Davis County shall be allowed to use 3% of the Tax Increment that the County contributes for administrative costs each year throughout the 15 years or until the Cap is met. This amount used by the County will be deducted from the Tax Increment sent to the Agency.

8. Property Tax Increase. This Agreement provides for the payment of the increase in real property, personal property, and centrally assessed property taxes collected from the Project Area by the County, which is also the tax collection agency. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the County, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.

9. Prohibition of Reduction of Funds by Taxing Entities. As required under 17C-5-204(6), this agreement prohibits a taxing entity from proportionately reducing the amount of project area funds the taxing entity consents to pay to an agency under this section by the amount of any direct expenditures the taxing entity makes within the project area for the benefit of the project area or the agency.

10. No Independent Duty. The County shall be responsible to remit to the Agency only Tax Increment actually received by the County, which is also the tax collecting agency. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the County on an annual basis.

11. 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.

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

13. Notices. Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to Davis County:

Davis County
Attn: Davis County Commission
61 South Main
Farmington, Utah 84025
Phone: (801) 451-3200

If to Agency:

Kaysville City
Attn: Jaysen Christensen, City Manager
23 East Center
Kaysville, Utah 84037
Phone: (801) 546-1235

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

13. Entire Agreement. This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions

thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

14. No Third-Party Benefit. The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third-party beneficiaries to this Agreement.

15. 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.

16. 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.

17. Amendments. No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

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. 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.

20. Governing Law. This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

21. Declaration of Invalidity. In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

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

23. Duration. This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Fifteen or according to the capped amount of \$10,000,000 whichever comes first.

24. Assignment. No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

25. Termination. Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds 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 returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

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

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-

219 of the Cooperation Act.

- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

Davis County: DAVIS COUNTY COMMISSION

Attest:


Brian McKenzie (Nov 21, 2024 14:05 MST)
Clerk


By: Bob J Stevenson (Nov 19, 2024 10:45 MST)
Its: Chair

Approved as to form:

Neal Geddes
Neal Geddes (Nov 21, 2024 14:06 MST)
Attorney for County

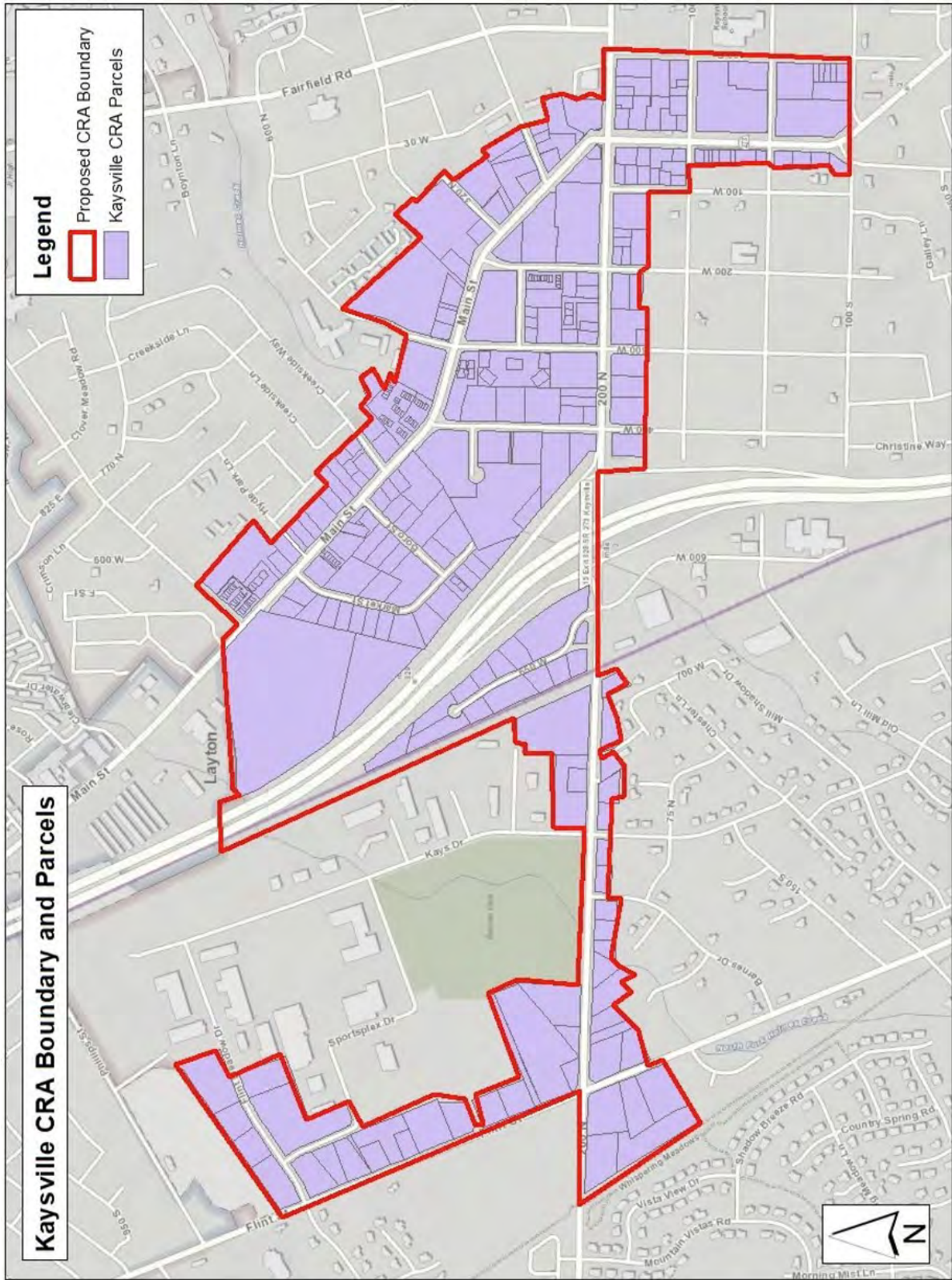
Agency: REDEVELOPMENT AGENCY OF KAYSVILLE

By: _____
Its: Chair

Approved as to form:

Attorney for Agency

EXHIBIT "A"
INTERLOCAL AGREEMENT
Map and Legal Description of Project



CRA Metes and Bounds description
(Description Only – NOT SURVEYED)

Commencing at the NW Corner of Section 33, Township 4 North, Range 1 West and running S 0 degrees 37'28" W 513.12 feet along the section boundary; thence N 89 degrees 52'23" E 521.92 feet to the True Point of Beginning; thence continue N 54 degrees 54'11" E 1346.71 feet; thence continue S 21 degrees 14'27" E 317.12 feet; thence continue S 69 degrees 32'05" W 215.99 feet; thence continue S 20 degrees 26'27" E 430.41 feet; thence continue S 69 degrees 33'59" W 485.95 feet; thence continue S 22 degrees 01'30" E 355.05 feet; thence continue S 69 degrees 33'25" W 206.34 feet; thence continue S 22 degrees 17'45" E 571.30 feet; thence continue S 67 degrees 34'09" W 24.29 feet; thence continue S 00 degrees 20'39" W 187.85 feet; thence continue S 21 degrees 56'42" E 457.92 feet; thence continue N 67 degrees 20'02" E 656.17 feet; thence continue S 24 degrees 16'23" E 218.83 feet; thence continue S 01 degrees 31'40" W 465.02 feet; thence continue S 88 degrees 28'34" E 1125.89 feet; thence continue N 01 degrees 42'10" E 238.06 feet; thence continue S 88 degrees 30'16" E 532.81 feet; thence continue N 02 degrees 19'43" E 285.07 feet; thence continue S 88 degrees 34'04" E 250.81 feet; thence continue N 24 degrees 52'50" W 2360.1 feet; thence continue N 89 degrees 45'24" E 350.76; thence continue S 24 degrees 57'41" E 158.01 feet; thence continue N 83 degrees 06'09" E 1125.78 feet; thence continue S 47 degrees 51'21" E 147.92 feet; thence continue N 43 degrees 16'16" E 419.70 feet; thence continue S 48 degrees 48'26" E 628.01 feet; thence continue S 47 degrees 23'18" W 230.72 feet; thence continue S 48 degrees 09'53" E 581.23 feet; thence continue N 47 degrees 47'11" E 104.89 feet; thence continue S 44 degrees 21'00" E 510.69 feet; thence continue S 86 degrees 36'28" E 58.3 feet; thence continue N 54 degrees 03'43" E 94.62 feet; thence continue S 65 degrees 24'48" E 84.65 feet; thence continue N 69 degrees 11'29" E 118.45 feet; thence continue S 38 degrees 59'04" E 126.89 feet; thence continue S 63 degrees 26'20" W 143.79 feet; thence continue S 58 degrees 58'22" E 89.92 feet; thence continue S 28 degrees 30'46" W 47.95 feet; thence continue S 74 degrees 38'39" E 340.22 feet; thence continue N 20 degrees 35'51" E 501.5 feet; thence continue S 42 degrees 37'03" E 750.1 feet; thence continue N 44 degrees 02'30" E 267.13 feet; thence continue S 42 degrees 30'20" E 178.45 feet; thence continue S 47 degrees 16'39" W 52.19 feet; thence continue S 41 degrees 23'20" E 290.64 feet; thence continue S 30 degrees 03'56" W 80.98 feet; thence continue S 46 degrees 04'20" E 288.76 feet; thence continue N 58 degrees 35'44" E 25.44 feet; thence continue S 31 degrees 57'55" E 315.08 feet; thence continue S 18 degrees 01'49" E 210.07 feet; thence continue N 74 degrees 44'18" E 132.54 feet; thence continue S 24 degrees 00'18" E 83.56 feet; thence continue S 08 degrees 06'21" E 142.44 feet; thence continue S 35 degrees 57'02" W 60.54 feet; thence continue S 00 degrees 44'49" W 201.24 feet; thence continue N 89 degrees 15'00" E 342.25 feet; thence continue S 01 degrees 14'24" W 1799.83 feet; thence continue N 89 degrees 02'59" W 843.92 feet; thence continue N 0 degrees 25'53" E 132.57 feet; thence continue N 35 degrees 27'07" E 43.14 feet; thence continue N 89 degrees 49'43" E 49.05 feet; thence continue N 0 degrees 20'02" E 133.65 feet; thence continue N 89 degrees 39'20" W 24.99 feet; thence continue N 0 degrees 19'14" E 113.73 feet; thence continue N 07 degrees 57'23" W 20.23 feet; thence continue N 89 degrees 39'21" W 54.99 feet; thence continue N 0 degrees 20'40" E 110.98 feet; thence continue N 0 degrees 34'59" W

64.42 feet; thence continue S 88 degrees 11'46" E 83.87 feet; thence continue N 1 degrees 03'18" E 381.9 feet; thence continue N 88 degrees 54'34" W 10.38 feet; thence continue N 0 degrees 40'54" E 196.94 feet; thence continue N 89 degrees 16'21" W 149.42 feet; thence continue N 0 degrees 57'52" E 189.03 feet; thence continue S 89 degrees 07'39" E 99.94 feet; thence continue S 89 degrees 09'56" E 15.97 feet; thence continue N 0 degrees 21'13" E 69.63 feet; thence continue N 89 degrees 09'09" W 2190.82 feet; thence continue N 0 degrees 57'57" E 332.87 feet; thence continue N 89 degrees 22'48" W 1511.4 feet; thence continue S 08 degrees 06'15" E 51.55 feet; thence continue S 26 degrees 47'17" E 135.21 feet; thence continue S 46 degrees 03'27" W 133.78 feet; thence continue N 25 degrees 05'25" W 192.2 feet; thence continue S 64 degrees 13'55" W 140.41 feet; thence continue S 75 degrees 12'08" W 210.27 feet; thence continue N 39 degrees 23'08" W 76.81 feet; thence continue N 17 degrees 34'21" W 102.01 feet; thence continue N 88 degrees 33'08" W 38.08 feet; thence continue S 17 degrees 34'21" E 92.04 feet; thence continue S 55 degrees 40'56" W 123.56 feet; thence continue N 33 degrees 53'57" W 24.08 feet; thence continue N 88 degrees 32'35" W 240.02 feet; thence continue N 01 degrees 31'41" E 48.94 feet; thence continue N 89 degrees 42'44" W 704.71 feet; thence continue S 01 degrees 31'39" W 44.99 feet; thence continue N 88 degrees 28'36" W 434.95 feet; thence continue S 54 degrees 59'23" W 64.81 feet; thence continue S 18 degrees 39'09" W 114.27 feet; thence continue N 38 degrees 42'09" W 120.33 feet; thence continue S 44 degrees 48'14" W 91.03 feet; thence continue N 35 degrees 34'47" W 136.05 feet; thence continue S 51 degrees 49'40" W 224.26 feet; thence continue S 63 degrees 49'31" W 285.46 feet; thence continue S 20 degrees 59'09" E 69.01 feet; thence continue S 55 degrees 57'02" W 521.65 feet; thence continue N 32 degrees 37'16" W 991.73 feet; thence continue S 89 degrees 35'48" E 748.82 feet; thence continue N 23 degrees 21'29" W along said line 2370.43 feet to the Point of Beginning.

EXHIBIT "B"
INTERLOCAL AGREEMENT

Project Area Plan



Kaysville City Redevelopment Agency
Kaysville City Center Reinvestment Area
Project Area Plan
October 1, 2024



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KAYSVILLE CITY CENTER | CRA PROJECT AREA PLAN

I. INTRODUCTION

The Kaysville City Redevelopment Agency (“Agency”), following thorough consideration of the needs and desires of the City and its residents, as well as the need and capacity for redevelopment and new development, has carefully crafted this Kaysville City Center Community Reinvestment Project Area Plan (“Plan”).

In accordance with the terms of this Plan, the Agency will promote and provide for a variety of land uses, public improvements, infrastructure, redevelopment, and new development in an area focused in and around the historic downtown Kaysville, Main Street and 200 North. The Project Area includes approximately 261.5 acres (not including roads), with much of the study area currently developed with commercial uses. Only 40.4 acres (15.5%) of the proposed project area remain undeveloped.

On August 18, 2022, Kaysville City Council adopted the 2022 General Plan: The Next Chapter for Utah’s Hometown. The process was a comprehensive update and included a scientific survey of the community’s



Enrich our city center and downtown

We will enhance our city center with commercial and mixed-use development and investing in streetscape and parking.

A Guiding Principle of the 2022 General Plan is dedicated to Kaysville's City Center.

development preferences. In accordance with the adopted 2022 General Plan, the proposed Community Reinvestment Area (CRA) is intended to help carry out the vision as expressed by community members. An excerpt from the 2022 General Plan states:

“The future city center will be a place that builds upon its history, while introducing new ideas and places to create a diverse and people-centric downtown center. The plan looks to enhance the city center with commercial and mixed-use development and invest in streetscape and parking. It will also focus on becoming a pedestrian-friendly district and a place for the community to gather for events and activities.”

The 2022 General Plan includes five objectives, one which is specifically centered on the downtown, or the city center. The objective states we will look to: Enrich our city center and downtown - We will enhance our city center with commercial and mixed-use development and investing in streetscape and parking.

In addition, the following 2022 General Plan Goals and Objectives support the creation of the Kaysville City Center Community Reinvestment Area and portrays the public’s interest in enriching the city center and downtown.

Chapter 1: Land Use & Placemaking Plan

- Objective 1.2: Preserve Historic Main Street as the heart of the community.
- Goal 2: Make Kaysville City Center Distinct and Identifiable from Adjacent Neighborhoods and Surrounding Cities.
- Objective 2.1: Improve commercial Frontage and streetscapes along key corridors such as Main Street and 200 North.
- Objective 2.2: Create a distinct city center and expand the “heart of the community” to include areas beyond the historic core.
- Objective 2.4: Create Places for the community to gather and events to draw users and visitors.
- Objective 9.1: Focus primary commercial uses in the City Center and secondary uses in smaller existing/future nodes.
- Objective 10.1: Encourage the development of a small commercial/civic Town Center near City Hall.



A bird's eye view looking north on Main Street from approximately 200 South.

Chapter 2: Transportation & Connectivity

- Objective 3.2: Use street design to shape neighborhood character.
- Goal 4: Improve access, walkability, and sense of place on Historic Main Street.
- Objective 4.2: Slow traffic.
- Objective 4.3: Develop shared parking solutions to support Main Street businesses and walkability.
- Objective 4.4: Improve Walkability.
- Objective 4.5: Improve cross and parallel streets to support needs of Main Street.
- Goal 5: Create Kaysville City Center to Increase Sustainable Transportation Choices.
- Objective 5.1: Create a new and enhanced person-focused network.
- Objective 5.3: Re-envision major corridors running through the area.

Chapter 5: Economic Development & Prosperity

- Goal 1: Promote Kaysville City Center Redevelopment to Strengthen Commercial Areas.
- Objective 1.2: Focus on small scale and local services to meet public requests and provide local growth.

- Goal 2: Utilize the wide variety of tools and incentives available to help achieve economic development goals.
- Objective 2.1: Establish redevelopment areas to fund infrastructure and future developments.
- Goal 3: Allow for Mixed Use Development in Identified Areas to Generate more Rooftops and Prevent Sales Leakage

In addition to these guidelines, goals and objectives, the City intends to further foster the following growth, development and redevelopment patterns in the Kaysville City Center CRA by:

- Promoting development that is high quality, diversified and adaptable to changing conditions
- Creating mixed-use areas where residents can enjoy a live/work lifestyle in addition to lively destinations
- Encouraging businesses and industries to locate and invest within the City in appropriate locations
- Implementing specific streetscape and mobility improvements to enhance pedestrian and transit centered transportation
- Creating districts and a places for residents to gather for community events and activities
- Refurbishing or replacing deteriorating structures so that land is used to its long-term potential

Through the aforementioned planning efforts, Kaysville City recognizes the impact new growth may have on quality of life characteristics. Current population projects Kaysville's population to reach 40,000-45,000 residents by 2030. According to the "Kaysville Main Street Vision," this growth will provide a benefit to the community by adding tax revenue. In addition, the increased population will provide new life to the downtown and increase visitors to Historic Main Street.

Kaysville's Historic Main Street started with mainly general merchandise stores from the mid-1860's until the Great Depression. Most buildings along Main Street are fairly old in terms of original construction date, and some buildings show signs of decline. The "Kaysville Main Street Vision" includes ideas that will transform Historic Main Street to be more walkable and embody Kaysville's identity and character to a higher degree.

In aggregate with the recent adoption of the 2022 General Plan, the City has made other giant strides to strengthen this request and support redevelopment in the downtown and city center area. Those efforts include:

- In fall of 2021, the City adopted its first mixed-use zoning ordinance which will help to facilitate a vibrant and active downtown and city center area. The ordinance was amended in 2023 to create additional opportunities for mixed-use development.
- In July of 2022, the City Council adopted a preferred alternative for the reconstruction of Main Street between 200 North and approximately 100 South. The City developed the preferred alternative after working closely with UDOT, Main Street businesses and property owners.
- In May of 2023, the City Council entered into an Exclusive Negotiation Agreement with Alchemy Development for redevelopment of the Old Library on the municipal block. The intention is to save the historic building and repurpose it for a food hall.
- In August of 2023, in efforts to assist with mixed-use projects and destination oriented development within the bulk of the City Center area, the City Council adopted an ordinance which prohibits uses which are singularly focused on vehicles.
- In April of 2024, the City was awarded a \$140,000 grant from Wasatch Front Regional Council for Transportation and Land Use Connection funds for a small area plan for the Kaysville City Center concept.
- Based on stakeholder feedback, the City conducted a circulation and parking analysis of the historic Main Street. In September of 2024, the City conducted a project to restripe Center Street east of Main Street and add additional on-street parking to downtown area.

These projects have been intentionally completed prior to bringing the Kaysville City Center CRA to taxing entities so Kaysville City and the Agency could adequately show our commitment to the project.

It is the purpose of this Plan to clearly set forth the aims and objectives of this proposed CRA, its scope, its mechanism, and its value to the residents, businesses and property owners of the City and County. The Project is undertaken as a community reinvestment project pursuant to the provisions of the Act.

II. RECITALS OF PRECONDITIONS FOR DESIGNATING A COMMUNITY DEVELOPMENT PROJECT AREA

- A. Pursuant to the provisions of §17C-5-103 et seq. of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, the governing body of the Redevelopment Agency of Kaysville City authorized the preparation of a draft community reinvestment Project Area plan; and
- B. Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- C. Pursuant to the provisions of §17C-5-104(3)(e) of the Act, the Agency has conducted one or more public hearings for the purpose of informing the public about the proposed

Project Area, allowing public comment on the draft Project Area Plan and whether the Plan should be revised, approved or rejected; and

- D. Pursuant to the provisions of §17C-5-104(3)(b) and (d) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the Plan hearing and will hold a public hearing on the draft Plan on 2024 .

III. DEFINITIONS

As used in this Community Development Project Area Plan:

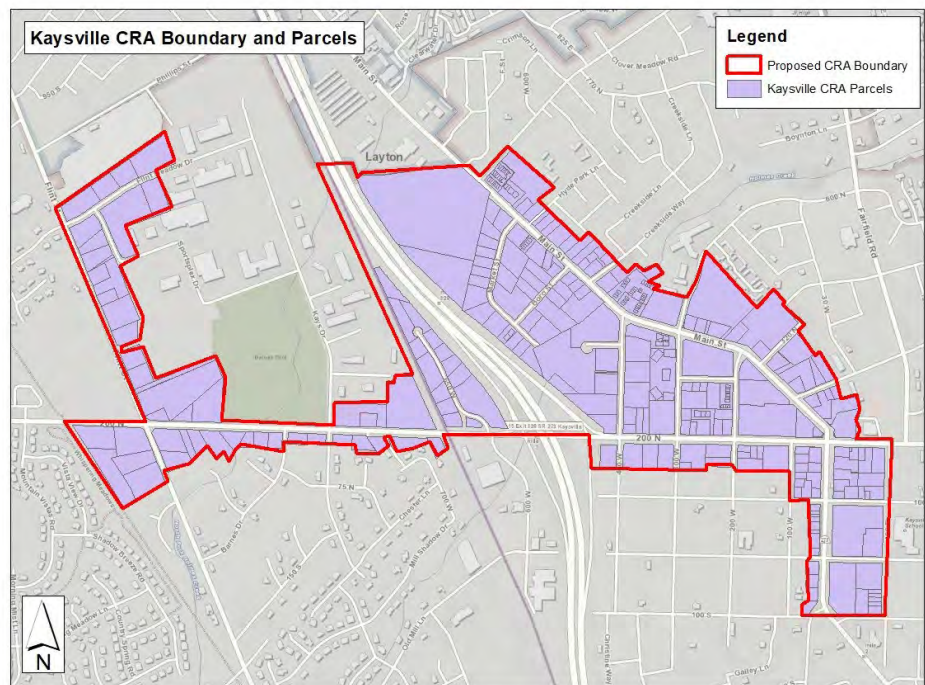
- A. The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.
- B. The term "**Agency**" shall mean the Kaysville City Redevelopment Agency, a separate body corporate and politic.
- C. The term "**base taxable value**" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized, before: (A) the date the Project Area Plan is adopted by the City legislative body; and (B) the date the Agency adopts the first Project Area Budget.
- D. The term "**City**" shall mean Kaysville City, Utah.
- E. The term "**community**" shall mean the community of Kaysville City, Utah.
- F. The term "**community reinvestment**" shall mean development activities within the community, including the encouragement, promotion, or provision of development.
- G. The term "**developer**" shall mean the entities potentially investing in the development in the area.
- H. The term "**Plan Hearing**" means the public hearing on the draft Project Area Plan required under Subsection 17C-5-104 of the Act.
- I. The term "**planning commission**" shall mean the planning commission of the City.
- J. The term "**Project Area**" or "**Kaysville City Center Community Reinvestment Project Area**" shall mean the geographic area described in this Project Area Plan or Draft Project Area Plan where the community reinvestment set forth in this Project Area Plan or Draft Project Area Plan takes place or is proposed to take place.
- K. The term "**Project Area Budget**" shall mean a budget setting forth:
 - 1. The anticipated costs, including administrative costs, of implementing the Kaysville City Center Community Reinvestment Project Area Plan; and
 - 2. The tax increment, sales tax, and other revenue the Agency anticipates to fund the project.
- L. The term "**Project Area Map**" is the area depicted in Appendix A.

- M. The term **"Project Area Plan"** or **"Plan"** shall mean a Project Area plan adopted pursuant to the Act to guide and control community reinvestment activity within the Project Area.
- N. The term **"Kaysville City Center Community Reinvestment Project Area Plan"** or **"Plan"** shall mean a Project Area plan and Project Area map adopted pursuant to the Act to guide and control community reinvestment activities within a Project Area.
- O. The terms **"tax," "taxes," "property tax" or "property taxes"** include privilege tax and each levy on an ad valorem basis on tangible or intangible personal or real property.
- P. The term **"taxing entity"** shall mean a public entity that levies a tax on property within the Project Area.
- Q. The term **"Tax Increment"** shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the area designated in the Project Area Plan from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be or were generated from that same area using the Base Taxable Value of the property.
- R. **All other terms** shall have the same meaning set forth in the Act unless the context clearly indicates otherwise.

IV. PROJECT AREA BOUNDARIES [17C-5-105(1)]

The Project Area consists of 261.5 acres located along Main Street, starting at approximately Mutton Hollow Road and continuing south to about 100 South. The Project area also covers the frontage area along 200 North starting near Main Street and continuing west under Interstate-15. The northwestern boundary follows Flint Street north until about Flint Meadow Drive. The Project area also includes the area directly southwest of the intersection of 200 North and Flint Street.

The Project Area boundaries and a Project Area map are included in Appendix A, with a legal description of the parcels in the Project Area included in Appendix B.



V. GENERAL STATEMENT OF LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING INTENSITIES AND HOW THEY WILL BE AFFECTED BY THE PROJECT AREA DEVELOPMENT [17C-5-105(2)]

A. LAND USES IN THE PROJECT AREA

The existing land uses in the Project Area include primarily developed land (84.5%), with light industrial, commercial and residential dispersed throughout. Uses range from typical retail strip malls to flex warehouse, medical offices, vacant commercial and ranging densities of residential.

TABLE 1: LAND USE IN PROJECT AREA

Land Use	Acres	Percent of All Acres
Commercial	173.1	66.2%
Residential	48	18.35%
Vacant Land	40.4	15.45%
TOTAL	261.5	100%

Source: Davis County Assessor's Database, ZPFI

Land uses will be affected as currently vacant or underutilized land is developed in accordance with this Plan. The 40 acres of vacant land is planned for General Commercial or Mixed Use zoning. Redevelopment and development will change existing vacant land to commercial and mixed use projects. Other existing uses may experience use type changes as valuations and opportunities for redevelopment influence highest and best use considerations.

B. LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

The layout of principal streets in the Project Area is shown in Appendix A. Generally, major roads in the Project Area includes portions of 200 North, Main Street, Flint Street and I-15. Impacts to the layout of principal streets from this project area are not anticipated.

C. POPULATION DENSITIES IN THE PROJECT AREA

There are some areas of residential uses within the Project Area, including single-family homes, townhomes, and apartments of varying densities. Some proposed development in the Project Area may increase the number of homes, although specific densities are not known. Redevelopment of existing parcels will result in varied densities. It is estimated that the current population within the project area is 390 individuals, resulting in a total area population density of 1.5 persons per acre.

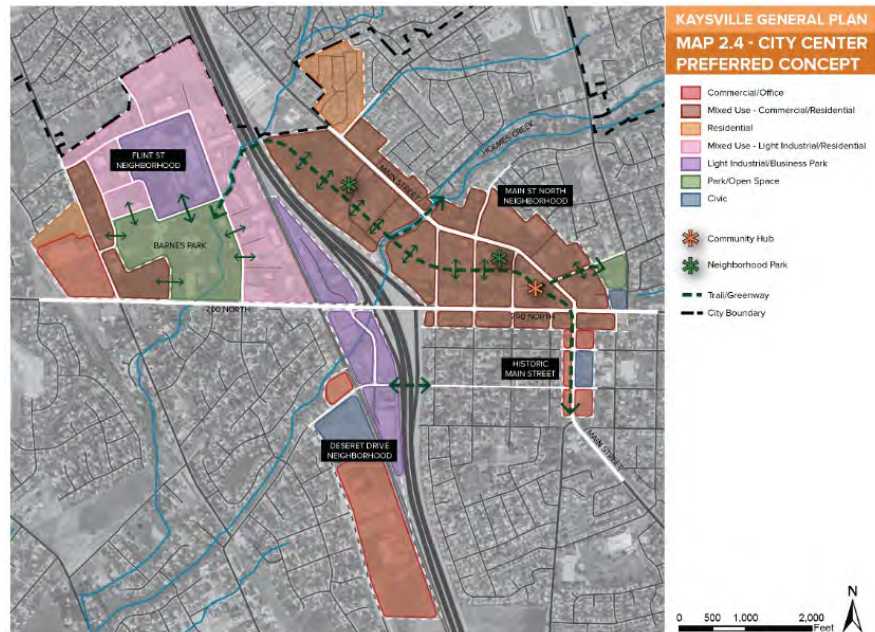
D. BUILDING INTENSITIES IN THE PROJECT AREA

The Project Area currently has a significant amount of commercial space located throughout the downtown. Current proposals for downtown, although still uncertain, suggest the possible addition of mixed-use projects, including more retail and commercial uses with residential to support the commercial uses.

VI. STANDARDS THAT WILL GUIDE THE PROJECT AREA DEVELOPMENT [17C-5-105(3)]

A. GENERAL DESIGN OBJECTIVES

Development within the Project Area will be held to high quality design and construction standards and will be subject to: (1) appropriate elements of the City's General Plan; (2) applicable City building codes and ordinances; (3) Planning Commission review and recommendation; (4) the City's land use code; (5) development agreements that include design guidelines or generally established guidelines; and (6) applicable small area plans.



Owners and developers will be allowed flexibility in the development of land located within the Project Area and are expected to obtain quality design and development. Development contemplated in the area should use materials that are in harmony with adjoining areas and subject to design review and approval by the City. It is envisioned that these design objectives will be codified or included in development agreements with prospective developers specifically addressing these points.

Coordinated, attractive and water wise landscaping will also contribute to the character of the Project Area. Construction materials including design pavers, retaining walls, fences, curbs, benches and other items will be addressed in the design guidelines.

Parking areas will be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of the overall area function. Parking,

and potentially shared parking agreements or new parking alignments for portions of the downtown area, will be a key consideration for redevelopment and new development.

All development will be accompanied by site plans, development data, and other appropriate materials clearly describing the development. These plans will also include land coverage, building setbacks, heights, landscaping, open space and any other data required by the City's land use code, development agreement or as requested by the City or the Agency.

The general standards that will guide development are those found in the Kaysville City General Plan. These include:

- Creating a large and varied grouping of uses to sustain civic and economic activity
- Interconnecting sites for pedestrian and vehicular access
- Renovation and preservation of historical landmarks, sites and structures

Additional consideration may be made for the following criteria:

- Strengthening the tax base and economic health of the entire community and the State of Utah.
- Implementing the tax increment financing provisions of the Act, which are incorporated herein by reference and made a part of this Plan.
- Encouraging economic use of new construction, redevelopment, or continued usage of existing properties located within the Project Area.
- Promoting and marketing the Project Area for Project Area development that would be complementary to existing businesses that would enhance the economic base of the City through diversification.
- Providing compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of community activity for the City.
- Removing any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities and infrastructure improvements.
- Achieving an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owner participants and developers.
- Providing for construction of public streets, utilities, curbs and sidewalks, other public rights-of-way, streetlights, landscaped areas, public parking, water utilities, sewer utilities, storm drainage, open space, and other public improvements.
- Providing public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards by assisting in the street alignments.

B. TECHNIQUES TO ACHIEVE THE PROJECT AREA DEVELOPMENT PLAN OBJECTIVES

Activities contemplated in carrying out the Plan in the Project Area may include the acquisition and development of properties in the Project Area.

Parcels of real property located in the Project Area may be acquired by purchase, but may not be acquired by condemnation, unless from an Agency board member or officer with their consent [§17C-1-206 (1) and (2)(b)].

C. PROPERTY ACQUISITION, DISPOSITION AND DEVELOPMENT

The objectives of this Plan are to be accomplished by various means including but not limited to the following:

1. ACQUISITION OF REAL PROPERTY

The Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation) unless from an Agency board member or officer with their consent.

The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by eminent domain (condemnation) unless from an Agency board member or officer with their consent [§17C-1-206 (1) and (2)(b)].

2. COOPERATION WITH THE COMMUNITY AND PUBLIC ENTITIES

The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within this Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of Project Area development and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by a public entity without the consent of the public entity. The Agency, however, will seek the cooperation of all public entities that own or intend to acquire property in the Project Area. To the extent allowed by law, the Agency shall impose on all public entities owning real property in the Project Area the planning and design controls contained in this Plan to the end that uses and any future development by public entities will conform to the requirements of this Plan.

3. PROPERTY MANAGEMENT

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for Project Area development.

4. PROPERTY DISPOSITION AND DEVELOPMENT

The Agency is also authorized, by lawful means, to provide for and promote Project Area development of the Project Area as described below.

While there are currently a significant number of buildings or structures in the Project Area and it is relatively unlikely that there will ever be a need to demolish and clear a notable number of buildings or structures in the Area, the Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area, should such a need occur, to carry out the purposes of this Plan.

The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the Project Area, not prohibited by law which are necessary or desirable to carry out this Plan, as well as publicly-owned improvements and infrastructure outside the Project Area that are of benefit to the Project Area. The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area should such a need occur in the future. The Agency is also authorized to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency should such a need occur in the future.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to ensure that development is carried out pursuant to this Plan. All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary or desirable to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area. During the period of development in the Project Area, the Agency shall require that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers shall be submitted to the City for review and approval. All Project Area development must conform to this Plan and all applicable federal, state, and local laws.

For the purpose of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

5. APPROVALS

The City shall approve the design of all development within the Project Area to ensure that development therein is consistent with this Plan. Mixed Use development projects or increment funded projects will need approval from the City Council and/or the Agency.

VII. HOW THE PROJECT AREA DEVELOPMENT WILL FURTHER PURPOSES OF THIS TITLE [17C-5-105(4)]

It is the intent of the Agency, with the assistance and participation of private owners, to facilitate new development or redevelopment within the Project Area that includes the objectives previously stated that are a key part of the Kaysville City 2022 General Plan. The proposed Project Area will additionally provide for the encouragement, promotion, or provision of a walkable historic downtown in the community. Further, the Project will strengthen the tax base of the community, will accomplish community development objectives, and create a well-planned and vibrant downtown core. The Project Area Plan will further the purposes of the Act by accomplishing the following items:

A. ESTABLISHMENT OF NEW BUSINESS

The Project Area includes the potential for notable commercial development which will benefit the State and the City through increased job creation, increased sales tax base, and increased income taxes paid.

B. CREATION OF NEW JOBS

The Project Area includes the potential for new businesses and related jobs. It is anticipated that new jobs will be created as new businesses are attracted to the revitalized downtown and city center areas.

1. **Office** – There are current plans for the addition of 56,000 square feet of office space in the project area. Staff estimates another 54,000 square feet of office could be added to the project area over its 15 year course. Current market conditions indicate one job is created per 200 square feet of office space. If current plans and estimates are realized, the Kaysville City Center CRA could bring more than 550 new office jobs to the Project Area.
2. **Commercial** – Commercial jobs include retail sales and services, restaurants, banks and other similar uses. Current market conditions indicate one job is created for every 150 square feet of commercial space. Conservative estimates for new commercial space within the Project Area include the addition of 45,000 square feet of new commercial space which would create at least 300 new jobs.
3. **Construction** – Temporary construction jobs will also be created within the project area. It is not feasible at this time to estimate how many jobs will be created throughout the 15 year time period.

C. PUBLIC INFRASTRUCTURE IMPROVEMENTS

The construction of the public infrastructure improvements and upgrades necessary to the area will support a variety of development and will provide for future development in surrounding areas. Infrastructure is an important element of economic development and areas that lack good infrastructure are not able to be competitive in attracting good-quality businesses to locate in their community.

The development of the Project Area and the associated public infrastructure improvements will also: (1) make the land within the Project Area more desirable and potentially more accessible to and from other parts of the City; and (2) allow existing infrastructure to be extended and connected to other infrastructure and thereby used more efficiently. Thus, the components of the Project provided in this Plan will encourage,

promote, and provide for community development within the Project Area and the City generally for years to come.

D. PROVISION OF ESSENTIAL SERVICES

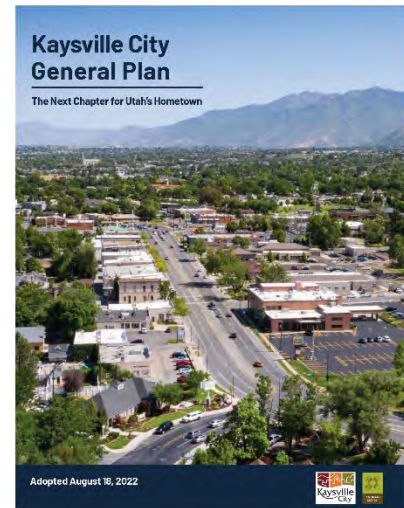
Potential redevelopment or new development will most likely provide essential services to existing and possible new housing units for the Project Area. Commercial development will also likely include office spaces which may offer a variety of medical and dental services as well as professional office uses.

VIII. THE PLAN IS CONSISTENT WITH AND WILL CONFORM TO THE COMMUNITY'S GENERAL PLAN [17C-5-105(5)]

The City Center Project Area Plan is consistent with the City's 2022 General Plan. New development or redevelopment will diversify and strengthen the City by adding updated or new uses to the community.

Further development of this area will provide a strong tax base that will enable the City to expand and provide additional services.

For more details regarding the Kaysville City Center CRA and how the 2022 General Plan supports this request, please refer to Section I: Introduction.



IX. IF APPLICABLE, DESCRIBE HOW THE PROJECT AREA WILL REDUCE OR ELIMINATE DEVELOPMENT IMPEDIMENTS [17C-5-105(6)]

While some portions of the study area may have development impediments (largely due to age), these are relatively minimal and not overly applicable to the Project Area plan.

X. DESCRIPTION OF ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY REINVESTMENT [17C-5-105(7)]

The Project Area is intended to accomplish a larger vision of the historic Main Street downtown and Kaysville City Center Concept and is not intended for any specific development. It is assumed that multiple parts of the study area will support new development or redevelopment, resulting in new residential units, retail offerings, and commercial uses (office and flex office).

XI. HOW PARTICIPANTS WILL BE SELECTED [17C-5-105(8)]

A. SELECTION OF PRIVATE DEVELOPERS

The Agency contemplates that owners of real property within the Project Area may take advantage of the opportunity to develop their property, redevelop, maintain, or sell their

property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the development 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. It is assumed that a moderate number properties in the area will not be the subject of new development or significant redevelopment but will ultimately benefit from the goals and implementation of the plan.

B. IDENTIFICATION OF DEVELOPERS WHO ARE CURRENTLY INVOLVED IN THE PROPOSED COMMUNITY REINVESTMENT AREA

There are no developers who are currently pursuing the use of tax increment financing in the proposed Kaysville City Center Community Reinvestment Area. Development guidelines and agreements regarding the use and payment of tax increment will be set forth in Development Agreement or other agreements between the Agency and any development teams.

1. QUALIFIED OWNERS

Any person wishing to become a developer will be required to own or have the right to purchase a part of the Project Area.

2. OTHER PARTIES

If there are no owners in the Project Area who possesses the skill, experience, and financial resources necessary to become a developer in the Project Area or are able to become a developer to part of the Project Area, the Agency may identify other qualified persons who may be interested in developing 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 parts of the Project Area until after the Agency and the City decide whether or not to adopt this Plan for the Project Area.

XII. REASONS FOR THE SELECTION OF THE COMMUNITY REINVESTMENT PROJECT AREA [17C-5-105(9)]

The Project Area was selected by the Agency as having a significant impact to the community and a near-term ability to strengthen Kaysville City and Davis County by allowing for appropriate redevelopment or new development of commercial space, residential housing, and public infrastructure that may support future development anticipated for Kaysville City and provide for development in surrounding areas.

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, economic development consultants, and other technical and legal consultants. Planned treatment of this area is intended to stimulate development to the degree necessary for sound long-term growth in the Project Area and to encourage the development of real property located within the Project Area. Finally, the Project Area is a key element in the City's 2022 General Plan.

XIII. DESCRIPTION OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA [17C-5-105(10)]

A. PHYSICAL CONDITIONS

The Project Area consists of approximately 261.5 acres of land as shown on the Project Area map located in the Addenda.

B. SOCIAL CONDITIONS

There are currently a significant number of buildings of nearly all use types within the Project Area. No unusual social conditions were found to exist. The Project Area Plan may help to further bring consumers and visitors from across the area to the Project Area for shopping, living, and employment.

C. ECONOMIC CONDITIONS

The study area currently generates a significant amount of taxable values from its variety of uses. Overall, as of the most recent tax year (2023), the project year had a base taxable value of \$203,550,124.

XIV. FINANCIAL ASSISTANCE ANTICIPATED TO BE OFFERED TO A PARTICIPANT [17C-5-105(11)]

The Agency intends to negotiate and enter into one or more inter-local agreements with Davis County, Davis County School District, Weber Basin Water Conservancy District, Davis County Mosquito Abatement District, Central Davis County Sewer District, Davis County Library, and Kaysville City to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues may be used for the reasons already outlined. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and

other items from such tax revenues for any period of time the Agency and the taxing entities may deem appropriate under the circumstances.

XV. RESULTS OF THE PUBLIC BENEFIT ANALYSIS [17C-5-105(12)]

A. THE BENEFIT OF ANY FINANCIAL ASSISTANCE OR OTHER PUBLIC SUBSIDY PROPOSED TO BE PROVIDED BY THE AGENCY

1. AN EVALUATION OF THE REASONABLENESS OF THE COSTS OF THE PROPOSED PROJECT AREA DEVELOPMENT

The preliminary cost estimates for downtown improvements include expenses for roadways, parking improvements, public open space areas, façade programs, trail development, etc., and appear to be reasonable given current and anticipated market conditions.

The City has partnered with UDOT to create a specific concept plans for rehabilitation of Main Street between 200 North and approximately 100 South. A copy of the Main Street Preferred Alternative (Appendix C) which was adopted by the City Council on July 21, 2022 included a cost estimate of \$2,363,000 (2025 valuation).

Estimates of costs and probable project area use for increment include:

- Main Street improvements between 200 North and 100 South, including expansion, installation of medians, intersection realignment, and traffic calming (~\$2,363,000)
- Other roadway and intersection improvements (~\$800,000)
- Beautification and landscaping (~\$250,000)
- Sidewalk expansion or realignment, trail development, etc. (~\$500,000)
- Creation of pedestrian oriented atmosphere and facilities (~\$250,000)
- Creation of public open space amenities (~\$190,000)
- Property acquisition (~\$2,000,000)
- Parking enhancements, parking structure and facilities (~\$5,000,000)
- Traffic, circulation and parking studies (~\$35,000)
- Relocation assistance for businesses and or residences (~\$350,000)
- Location assistances for businesses (~\$150,000)
- Demolition and pre-demolition environmental assessment costs (~\$20,000)
- Utility expansion, extension or upgrades (~\$250,000)
- Installation of fiber optic networks (~\$200,000)

- Facilitation of façade grant and loan programs (~\$200,000)
- Relocation of historical markers (~\$75,000)

2. EFFORTS TO MAXIMIZE PRIVATE INVESTMENT

The City has made efforts to maximize private investment in the area. The City has pursued a development pattern that will attract desirable tenants and will bring a strong tax base to the City. The City anticipates that this Project Area focus will create new jobs. The wages paid for these jobs will then be re-spent, by the private sector, in the local and regional economies that will bring benefits to private businesses in the area.

It is likely that redevelopment and new development will significantly increase taxable values from the current taxable value of around \$203,550,124, to roughly \$280,061,524 over 15 years. The Project Area is currently generating approximately \$1,981,968 in property tax revenues; it is projected to generate an additional \$744,002 per year at the end of 15 years. Developers will also likely be paying for improvements to various public infrastructure needs.

3. RATIONALE FOR USE OF PROJECT AREA FUNDS

Tax increment funds are necessary in order for this site to be competitive with similar sites under consideration. Building upgrades and enhancements need to be made to those showing signs of aging and deterioration. Therefore, in order to enhance this area and uplift the desirability of the city center core, the Agency is proactively seeking to create a Project Area, with the use of tax increment, so that redevelopment and new development can be considered.

4. ESTIMATE OF TOTAL PROJECT AREA FUNDS AND LENGTH OF TIME OF PROJECT AREA

Project Area funds will be disbursed to the Agency for a period of 15 years and are anticipated to be approximately \$5,189,360 over the 15-year period, with a NPV of nearly \$3,316,322.

B. THE ANTICIPATED PUBLIC BENEFIT DERIVED FROM THE PROPOSED PROJECT AREA DEVELOPMENT

1. BENEFICIAL INFLUENCES ON THE COMMUNITY'S TAX BASE

The property tax base of the taxing entities should increase by over \$76,000,000 from the various investments in real property (land and buildings) alone. In addition, the personal property tax base of the taxing entities will increase but will vary depending on the type of equipment located in the Project Area as well as individual depreciation schedules.

In addition to tax revenues, the Project Area will generate other revenues including sales tax, Class B/C Road Funds, business license fees, charges for services, and one-time fees such as building permits and impact fees.

2. ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY STIMULATED BY THE DEVELOPMENT
Other business and economic activity likely to be stimulated includes business employee and construction expenditures. There are significant opportunities for increased economic development and tax generating development that can occur within the immediate sphere of influence of the Project Area that otherwise may not occur in a timely basis or at the same level of increased development and private investment.

3. BUSINESS AND EMPLOYEE EXPENDITURES
It is anticipated that employees and business owners in the Project Area will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These purchases will likely increase employment opportunities in the related areas of business equipment, furniture and furnishings, business supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services, transportation and delivery services.

A summary of benefits is as follows:

- Provide an increase in direct purchases in the City and the County.
- Provide economic diversification within the City and the County.
- Complement existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region.
- Generate indirect and induced (“multiplier”) impacts from business and employee expenses in the local area. The types of expenditures by employees in the area will likely include shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

4. CONSTRUCTION EXPENDITURES

Economic activity associated with the development will include construction activity. Construction costs for labor and materials will likely be notable. This will create a moderate number of construction jobs. Construction supplies are also anticipated to create significant sales tax revenues for the State, County and City.

5. ADOPTION OF THE PLAN IS NECESSARY AND APPROPRIATE TO UNDERTAKE THE PROJECT AREA PLAN

Adoption of the Plan is necessary and appropriate to undertake the Project Area Plan because:

- The Plan conforms with and furthers the City's General Plan; and
- Private investment will increase the tax base by over \$76,000,000 which will provide increased tax revenues to all taxing entities.

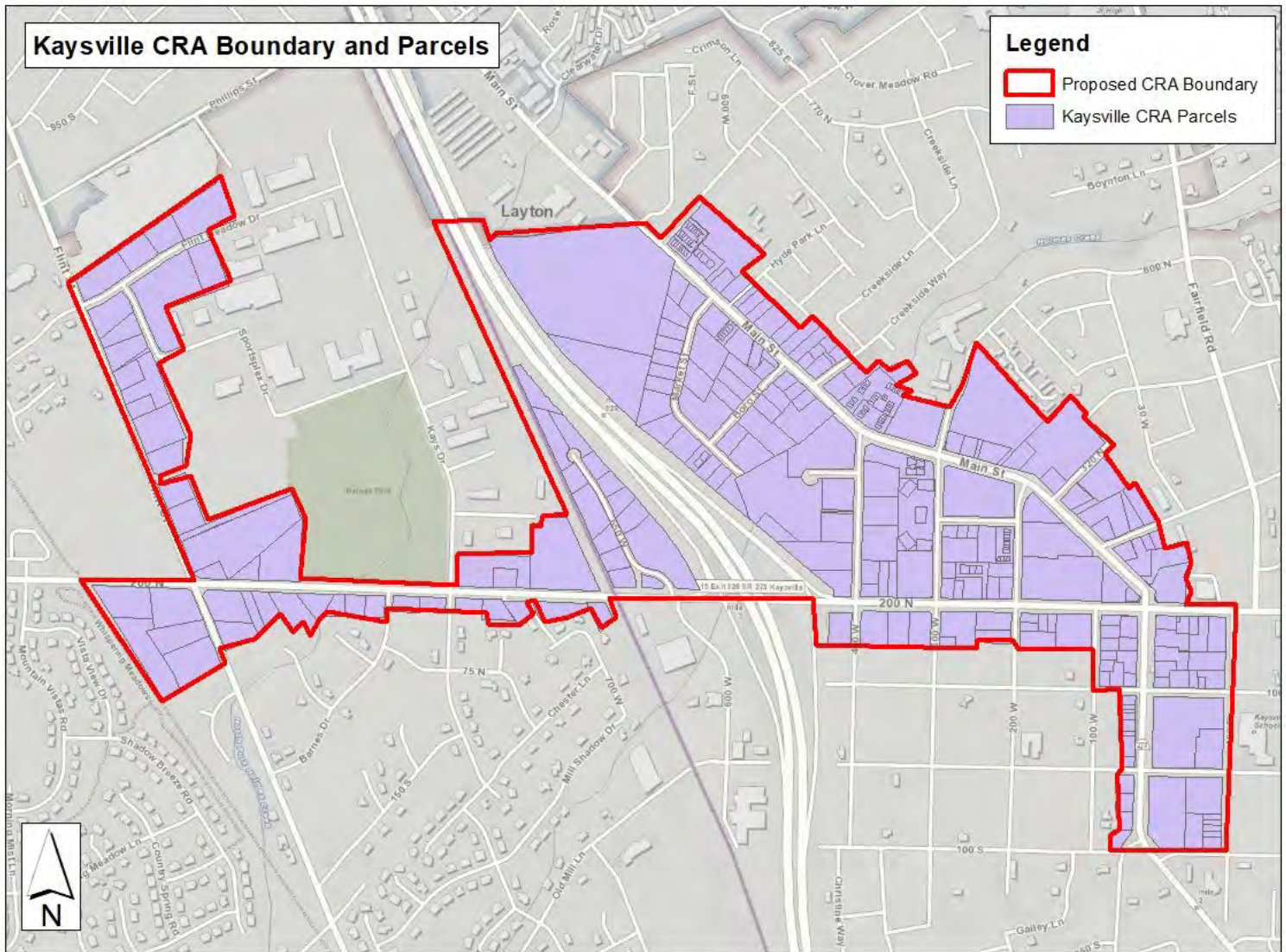
XVI. IF APPLICABLE, STATE THAT THE AGENCY SHALL COMPLY WITH SECTION 9-8-404 [17C-5-105(13)]

The Agency will comply with Section 9-8-404 if any of the existing buildings are eligible for inclusion in the National Register of Historic Places or the State Register and the Agency spends Agency funds on the demolition or rehabilitation of said existing buildings.

XVII. STATE WHETHER THE PLAN IS SUBJECT TO A TAXING ENTITY COMMITTEE OR AN INTERLOCAL AGREEMENT [17C-5-105(14)]

This Plan was not adopted before May 14, 2019, as stated in the code, however, this Plan is subject to Interlocal Agreements.

APPENDIX A: PROJECT AREA MAP



APPENDIX B: LEGAL DESCRIPTION

CRA Metes and Bounds description (Description Only – NOT SURVEYED)

Commencing at the NW Corner of Section 33, Township 4 North, Range 1 West and running S 0 degrees 37'28" W 513.12 feet along the section boundary; thence N 89 degrees 52'23" E 521.92 feet to the True Point of Beginning; thence continue N 54 degrees 54'11" E 1346.71 feet; thence continue S 21 degrees 14'27" E 317.12 feet; thence continue S 69 degrees 32'05" W 215.99 feet; thence continue S 20 degrees 26'27" E 430.41 feet; thence continue S 69 degrees 33'59" W 485.95 feet; thence continue S 22 degrees 01'30" E 355.05 feet; thence continue S 69 degrees 33'25" W 206.34 feet; thence continue S 22 degrees 17'45" E 571.30 feet; thence continue S 67 degrees 34'09" W 24.29 feet; thence continue S 00 degrees 20'39" W 187.85 feet; thence continue S 21 degrees 56'42" E 457.92 feet; thence continue N 67 degrees 20'02" E 656.17 feet; thence continue S 24 degrees 16'23" E 218.83 feet; thence continue S 01 degrees 31'40" W 465.02 feet; thence continue S 88 degrees 28'34" E 1125.89 feet; thence continue N 01 degrees 42'10" E 238.06 feet; thence continue S 88 degrees 30'16" E 532.81 feet; thence continue N 02 degrees 19'43" E 285.07 feet; thence continue S 88 degrees 34'04" E 250.81 feet; thence continue N 24 degrees 52'50" W 2360.1 feet; thence continue N 89 degrees 45'24" E 350.76; thence continue S 24 degrees 57'41" E 158.01 feet; thence continue N 83 degrees 06'09" E 1125.78 feet; thence continue S 47 degrees 51'21" E 147.92 feet; thence continue N 43 degrees 16'16" E 419.70 feet; thence continue S 48 degrees 48'26" E 628.01 feet; thence continue S 47 degrees 23'18" W 230.72 feet; thence continue S 48 degrees 09'53" E 581.23 feet; thence continue N 47 degrees 47'11" E 104.89 feet; thence continue S 44 degrees 21'00" E 510.69 feet; thence continue S 86 degrees 36'28" E 58.3 feet; thence continue N 54 degrees 03'43" E 94.62 feet; thence continue S 65 degrees 24'48" E 84.65 feet; thence continue N 69 degrees 11'29" E 118.45 feet; thence continue S 38 degrees 59'04" E 126.89 feet; thence continue S 63 degrees 26'20" W 143.79 feet; thence continue S 58 degrees 58'22" E 89.92 feet; thence continue S 28 degrees 30'46" W 47.95 feet; thence continue S 74 degrees 38'39" E 340.22 feet; thence continue N 20 degrees 35'51" E 501.5 feet; thence continue S 42 degrees 37'03" E 750.1 feet; thence continue N 44 degrees 02'30" E 267.13 feet; thence continue S 42 degrees 30'20" E 178.45 feet; thence continue S 47 degrees 16'39" W 52.19 feet; thence continue S 41 degrees 23'20" E 290.64 feet; thence continue S 30 degrees 03'56" W 80.98 feet; thence continue S 46 degrees 04'20" E 288.76 feet; thence continue N 58 degrees 35'44" E 25.44 feet; thence continue S 31 degrees 57'55" E 315.08 feet; thence continue S 18 degrees 01'49" E 210.07 feet; thence continue N 74 degrees 44'18" E 132.54 feet; thence continue S 24 degrees 00'18" E 83.56 feet; thence continue S 08 degrees 06'21" E 142.44 feet; thence continue S 35 degrees 57'02" W 60.54 feet; thence continue S 00 degrees 44'49" W 201.24 feet; thence continue N 89 degrees 15'00" E 342.25 feet; thence continue S 01 degrees 14'24" W 1799.83 feet; thence continue N 89 degrees 02'59" W 843.92 feet; thence continue N 0 degrees 25'53" E 132.57 feet; thence continue N 35 degrees 27'07" E 43.14 feet; thence continue N 89 degrees 49'43" E 49.05 feet; thence continue N 0 degrees 20'02" E 133.65 feet;

thence continue N 89 degrees 39'20" W 24.99 feet; thence continue N 0 degrees 19'14" E 113.73 feet; thence continue N 07 degrees 57'23" W 20.23 feet; thence continue N 89 degrees 39'21" W 54.99 feet; thence continue N 0 degrees 20'40" E 110.98 feet; thence continue N 0 degrees 34'59" W 64.42 feet; thence continue S 88 degrees 11'46" E 83.87 feet; thence continue N 1 degrees 03'18" E 381.9 feet; thence continue N 88 degrees 54'34" W 10.38 feet; thence continue N 0 degrees 40'54" E 196.94 feet; thence continue N 89 degrees 16'21" W 149.42 feet; thence continue N 0 degrees 57'52" E 189.03 feet; thence continue S 89 degrees 07'39" E 99.94 feet; thence continue S 89 degrees 09'56" E 15.97 feet; thence continue N 0 degrees 21'13" E 69.63 feet; thence continue N 89 degrees 09'09" W 2190.82 feet; thence continue N 0 degrees 57'57" E 332.87 feet; thence continue N 89 degrees 22'48" W 1511.4 feet; thence continue S 08 degrees 06'15" E 51.55 feet; thence continue S 26 degrees 47'17" E 135.21 feet; thence continue S 46 degrees 03'27" W 133.78 feet; thence continue N 25 degrees 05'25" W 192.2 feet; thence continue S 64 degrees 13'55" W 140.41 feet; thence continue S 75 degrees 12'08" W 210.27 feet; thence continue N 39 degrees 23'08" W 76.81 feet; thence continue N 17 degrees 34'21" W 102.01 feet; thence continue N 88 degrees 33'08" W 38.08 feet; thence continue S 17 degrees 34'21" E 92.04 feet; thence continue S 55 degrees 40'56" W 123.56 feet; thence continue N 33 degrees 53'57" W 24.08 feet; thence continue N 88 degrees 32'35" W 240.02 feet; thence continue N 01 degrees 31'41" E 48.94 feet; thence continue N 89 degrees 42'44" W 704.71 feet; thence continue S 01 degrees 31'39" W 44.99 feet; thence continue N 88 degrees 28'36" W 434.95 feet; thence continue S 54 degrees 59'23" W 64.81 feet; thence continue S 18 degrees 39'09" W 114.27 feet; thence continue N 38 degrees 42'09" W 120.33 feet; thence continue S 44 degrees 48'14" W 91.03 feet; thence continue N 35 degrees 34'47" W 136.05 feet; thence continue S 51 degrees 49'40" W 224.26 feet; thence continue S 63 degrees 49'31" W 285.46 feet; thence continue S 20 degrees 59'09" E 69.01 feet; thence continue S 55 degrees 57'02" W 521.65 feet; thence continue N 32 degrees 37'16" W 991.73 feet; thence continue S 89 degrees 35'48" E 748.82 feet; thence continue N 23 degrees 21'29" W along said line 2370.43 feet to the Point of Beginning.

APPENDIX C: KAYSVILLE MAIN STREET PREFERRED CONCEPT

EXHIBIT "C"
INTERLOCAL AGREEMENT

Project Area Budget

Kaysville Main Street DRAFT Preferred Concept

This document summarizes the preferred concept for Kaysville's Main Street (S.R. 273). This is a joint vision created by both Kaysville City and the Utah Department of Transportation. The concept was developed through a collaborative process involving key people in UDOT and Kaysville and addresses the needs of both UDOT and the Kaysville community.

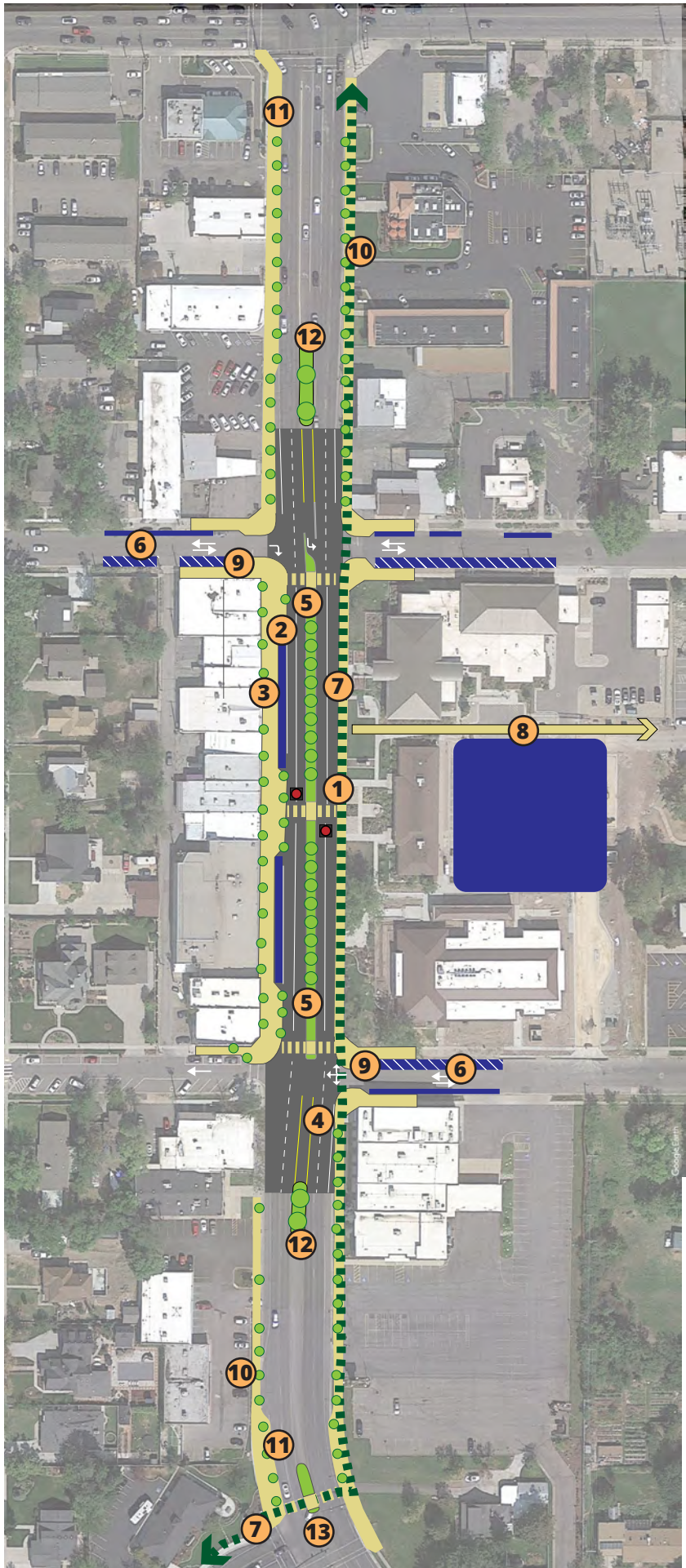
The concept builds on Kaysville City's Main Street Vision the City created in 2019. This vision is a broad directive for Main Street, and this more detailed collaboration with UDOT for the street right-of-way and transportation elements is an important implementation piece of that vision.

The initial conversations among Kaysville and UDOT highlighted two key priorities: placemaking and access. The concept reflects these themes. Place in this case means public space, aesthetics, slowing traffic, and a full downtown streetscape extension. Access means pedestrian crossings, parking, access management, network, and active transportation.

This document provides an overview of the concept and its elements; the details and examples of each element; and ideas for how the project will be implemented and funded.



Rendering of Kaysville Main Street Preferred Concept



PEDESTRIAN



New pedestrian space



Marked pedestrian crossing



HAWK pedestrian-activated crossing

STREETSCAPE



Street trees



Planted median island

PARKING



Reconfigured diagonal parking



Reconfigured parallel parking



Key district off-street parking area

NETWORK LINKS



Shared use pathway

Concept Overview

The Kaysville Main Street Preferred Concept seeks to improve Main Street's access and sense of place while still moving traffic on the state highway corridor. It does this through a major extension of the pedestrian area on the west side of the central block of Main Street and landscape and streetscape improvements in the new space; a lateral transition of the traffic lanes to the east to allow for the west side sidewalk extension; a set of landscaped medians; the movement of the existing HAWK to a mid-block location and additional pedestrian crossings at Center Street and 100 North; reconfiguring of 100 North and Center Street with diagonal parking; and some restriction of turns on and off Main Street. The concept keeps the street's existing vehicle capacity.

These improvements will create more high quality public space; improve the pedestrian environment; slow traffic; increase the ability for pedestrians to cross the street safely, conveniently, and with ease; better connect Main Street to the parking on the City Hall block; maintain parking and make it overall more convenient; and manage vehicle access on and off Main Street.

The major tradeoff of the concept is likely the loss of on-street parking spaces on Main Street (primarily on the east side) in exchange for a much bigger pedestrian environment on the west side of the street, a more traffic calmed environment, and shorter and more frequent pedestrian crossings. The concept seeks to make the parking in the City Hall block more convenient to Main Street patrons and diagonal spaces on the nearby cross streets help make up for lost Main Street parking as well.

Concept Elements

CENTRAL BLOCK

- ① Move HAWK signal and crosswalk from Center Street to mid-block between Center Street and 100 North
- ② Extend curb on west side in central block of Historic Main Street
- ③ Preserve the majority of on-street parking on west side of central block with time-restricted or pay spaces - with the exception of the north and south ends and middle, where pedestrian area curb extensions would take the place of an estimated six spaces.
- ④ Lane shift to east so that travel lanes are against existing east curb in central block; begin shift on north and south blocks
- ⑤ Median in central block with pedestrian refuges at mid-block, 100 North and Center Street, and "super street" access management extension
- ⑥ Stripe diagonal parking on one side of Center Street and 100 North (with parallel on the other side)
- ⑦ East side shared use path to connect with other planned pathways, especially to the south
- ⑧ Intuitive, direct pathway through the civic block, linking Main Street to the parking lot and beyond to the Recreation Center and Senior Center and Kaysville Elementary, with supportive wayfinding to parking and downtown locations
- ⑨ Curb extensions into cross streets at the corners of Center Street and 100 South, similar to the existing curb extensions at Center Street on west side of Main Street

NORTH AND SOUTH BLOCKS

- ⑩ Downtown streetscape extension to north and south blocks
- ⑪ Sidewalk extensions into shoulder at north and south ends of historic Main Street
- ⑫ Short medians at strategic locations on north and south blocks
- ⑬ Marked pedestrian crossing with ped refuge on north leg of 50 West crosswalk – change signal phases accordingly

Enhancing public space.

The concept starts with public space – leveraging and complementing Kaysville’s historic storefronts and civic buildings with a wide, high-quality sidewalk area and pedestrian realm that will provide space for strolling, people-watching, outdoor dining, farmer’s markets and events.

This space is created by extending the west side sidewalk substantially at the central block to a 20- to 30-foot pedestrian realm with street trees, landscape and furnishings such as benches and pedestrian scale lighting, as well as opportunities for outdoor dining. This space can be a large piece of revitalizing Main Street, complementing existing businesses and attracting new ones, especially restaurants. Most importantly, it can be a promenade for the community to gather, whether for events such as farmers markets or parades or on a typical Saturday evening.

The possibility remains for upgrades on the east side of Main Street with enhancements to the plaza area near the former library building. This could be a space that connects to and complements the widened pedestrian realm on the west side. Plaza upgrades and could host events such as a Christmas tree lighting.

Traffic calming.

Calming traffic is a foundational part of a vibrant Main Street and walkable downtown. The Kaysville Main Street concept has several elements that will contribute to traffic slowing, while not causing undue delays. With the curb extension and the median, the concept narrows the roadway. It creates a human scale for the street with trees, streetscape, and public space on the sides. And the lanes moving to the east edge of the roadway at the central block creates a lateral shift that drivers must make, which will also slow them down.

Increasing and improving pedestrian crossings.

Moving the HAWK crosswalk currently located at Center Street to mid-block will place a safe crossing at the most desired point along Main Street. This will work hand-in-hand with the parking strategy by connecting to and promoting where people can park in the middle of the block in place of some of the removed parking along the west side storefronts.

In addition, because of the traffic calming strategies, the shortening and breaking up of the crossing by the curb extension and the pedestrian refuge, crossings will be marked at 100 North and Center, providing a frequent series of crossings in the heart of Main Street that will also work with traffic patterns.

Finally, the extension of downtown streetscape and pedestrian realm includes the addition of the north crosswalk leg of the Main Street / 50 West signalized



Above are examples of the type of wide pedestrian realm that the concept proposes for Kaysville Main Street’s central block, demonstrating a range of uses, including strolling, dining, landscape, and public space.



A center median in a downtown area can provide multiple functions - establishing a pedestrian refuge for pedestrian crossings while calming traffic, managing access, and greening the street, such as in this example from downtown Salt Lake City.

intersection, which will also be a bike/multi-use path crossing.

Increasing aesthetics/beautification.

Aesthetics are a major part of the concept. The aesthetics play off the historic character of Main Street's storefronts, civic buildings, and large trees. Aesthetics have two key aspects in this concept:

- Greening through additional street trees and other landscape – both along the sidewalk and in the new medians, which will be planted with trees and other landscape (while maintaining appropriate sight distances).
- Streetscape elements that complement and reflect the heritage of Kaysville and the historic character of Main Street.

Reconfiguring and connecting parking.

Parking is a critical issue on most Main Streets, and because of the Main Street Vision's emphasis on vehicular and pedestrian access to Main Street, parking takes on extra importance. The concept's approach to parking is to designate on- and off-street parking resources that complement the public space approach and support the desired uses of Main Street. While some of these changes may be surprising and unsettling to the community initially, we think this parking approach in the long term will best achieve the Vision. The concept's parking related recommendations are:

- Remove on-street parking on the east side of Main Street's central block, preserving all but an estimated six spaces on the west side, and making these on-street spaces short-term parking intended for customers.
- Replace these Main Street on-street parking spaces by creating diagonal parking on one side of 100 North and the east segment of Center Street (the west segment is already diagonal on one side). Creating these parking areas is still convenient to Main Street storefronts.
- Having a pedestrian-activated HAWK signal mid-block, a pedestrian refuge, and slowed traffic much more closely links the west side storefronts to the civic block parking lot.



A coordinated set of streetscape amenities is important to create a human scale environment on Main Street.



The approach to Center Street of diagonal parking on one side can be expanded to the other side of Main Street and 100 North.

- The civic lot and other parking would benefit from increased wayfinding and information for visitors.

Managing vehicle access.

Access management is a key part of the Main Street concept. Restricting some turn and through-traffic movements reduces potential conflicts and allows for safer pedestrian circulation.

- Turn restrictions: The “super street” concept will help reduce conflicts from left and through movements from 100 North.

Connecting the street/pathway network

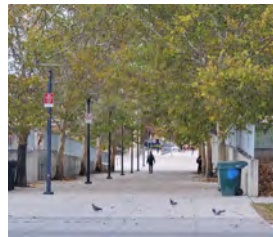
While the gridded street network of Kaysville’s downtown area is established, one smaller street/pathway network improvements is recommended: the consideration of a more intuitive pathway through the civic block, linking the planned mid-block crosswalk of Main Street to the parking lot and the recreation center, and then to Kaysville Elementary School beyond.

Extending the downtown street character

The north and south blocks of Kaysville’s Main Street have parts of the historic streetscape treatments, such as street trees, but also have more of a suburban character, with unbuffered parking lots, frequent driveways, and grassy park strips. The concept includes the extension of the central block streetscape features that evoke a walkable downtown to the north and south blocks, as well as sidewalk extensions into the shoulder at the north and south entries into the downtown and



An example of the “super street ” concept that restricts left and through movements from cross streets onto a major street.



Downtown Salt Lake City has a range of positive examples of pedestrian pathways through the district's large blocks that inform a potential pathway through Kaysville's civic block.

landscaped medians that still allow for left turns into driveways.

Helping people riding bikes access Main Street.

While the focus of the Main Street concept is pedestrian and vehicular access, there are opportunities to better connect people riding bikes to Main Street. The best opportunity for this concept is to manifest an extension of the “Ponds” multi-use path up 50 West to Main Street and build a multi-use pathway on the east side of Main Street. This emphasis on bike and pedestrian mobility on the east side of Main Street complements the emphasis on the west side of public space.

This shared use path does present some implementation challenges. There is little existing right-of-way above the curb to transform into a multi-use path, which should be at least 8 feet wide, preferably 10 feet. While the east side of the central block of Main Street does include City-owned property, this space includes mature trees and relatively new investments in landscaping and the police station stairs. Consequently,



While the Kaysville Main Street Vision focuses on pedestrian and vehicle access, bicycles are a relatively popular way for people to access Main Street. This composite image of all non-vehicle trips in one hour on Main Street is heavily tilted toward people riding bikes or scooters.

Concept Development Process

The Kaysville Main Street concept builds on the City's Main Street Vision created in 2019. At the same time, the City was developing an updated General Plan, whose process identified Main Street as a priority. This created the opportunity to initiate a focused collaboration with the Utah Department of Transportation (UDOT) on how improvements to the Main Street right-of-way can help support the City's vision.

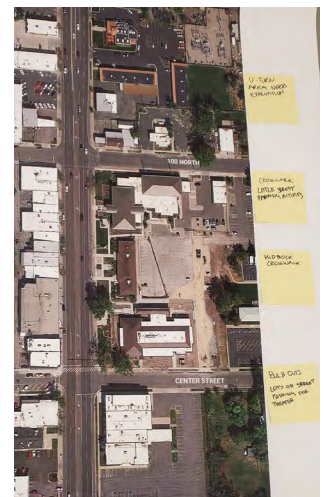
The process started in February 2021 with a site tour undertaken by Kaysville City leadership and staff and UDOT Region 1 staff. Then, over an online meeting using a polling program, the same group provided feedback 1) about the importance of a range of potential goals and 2) what each goal means. These conversations highlighted two key shared priorities: **placemaking**- public space, aesthetics, slowing traffic, streetscape- and **access**- pedestrian crossings, parking, access management, network, and active transportation.

The project team studied existing conditions throughout the Main Street area that focused on access and placemaking, as well as analysis of the range of transportation modes served by Main Street- traffic, transit, bicycling, and walking. The team engaged Main Street business owners through a short survey.

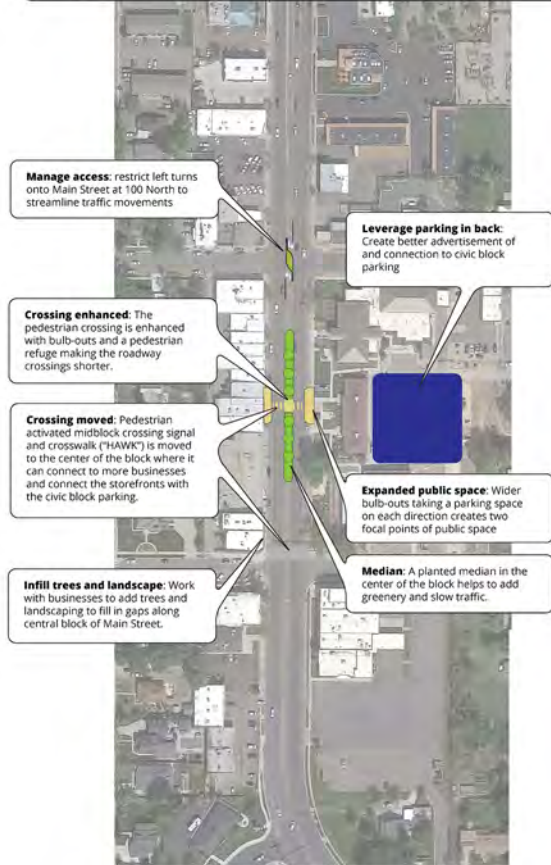
In August 2021, the Kaysville/UDOT group came together at Kaysville City Hall for a workshop to develop ideas based on the identified shared priorities. The workshop yielded four alternative concepts with various approaches to sidewalk expansions, pedestrian crossings, medians, and parking solutions (see images at right).

The team presented the concepts to the group, which convened again in October to select a preferred concept. The group gravitated toward a mix of the concepts that became the Preferred Concept - a solution that is unorthodox and creative but still achieves the goals of both the community and UDOT.

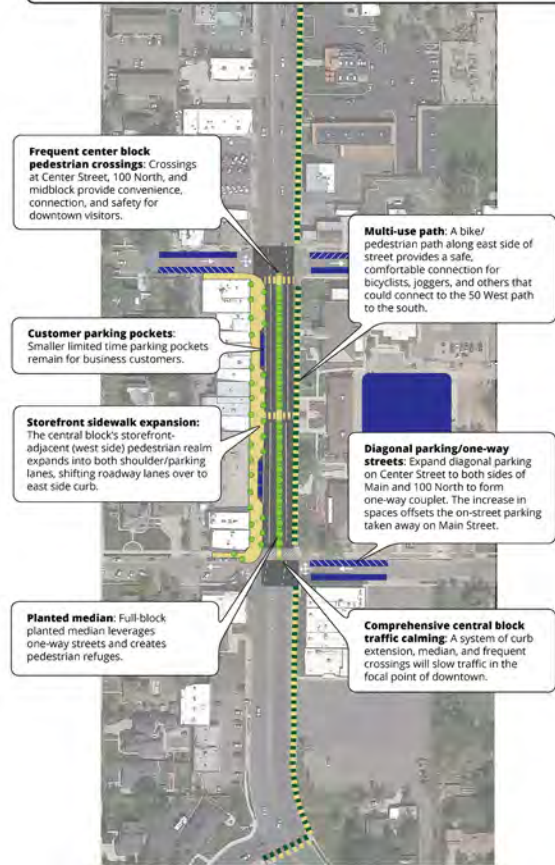
The Kaysville Main Street process shows that focused, careful collaboration between UDOT and a local community that considers common goals can open the door to creative solutions.



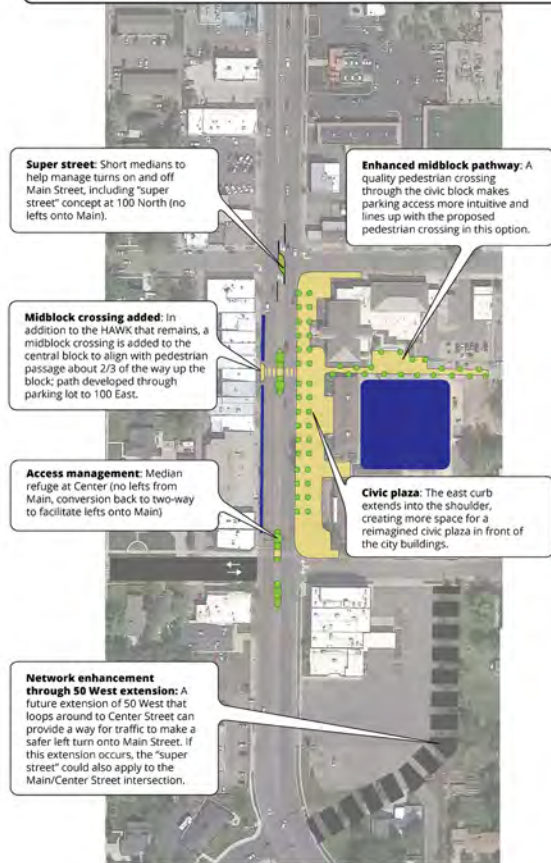
ALTERNATIVE 1 Move crossing to midblock and smaller improvements



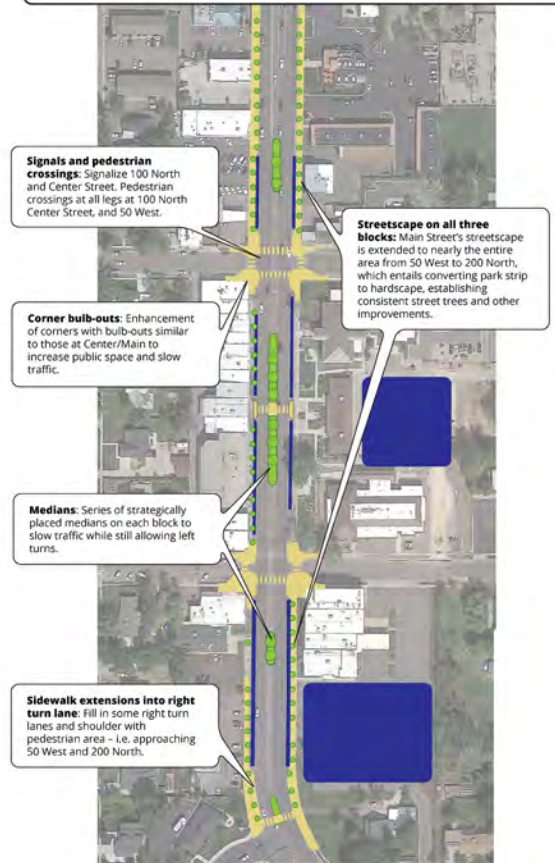
ALTERNATIVE 2 Historic storefront pedestrian realm expansion



ALTERNATIVE 3 Civic campus plaza enhancement



ALTERNATIVE 4 Full historic Main Street streetscape



much of the pathway could need to run immediately along the roadway, which will be without a shoulder or on-street parking as a buffer to moving traffic.

Implementation

Aspects of implementation discussed here include:

- Roles: Who will do what to get the project done.
- Funding: How the project's design, construction, and any other costs will be covered.
- Phasing : How the project will be broken up into manageable and feasible pieces, and which ones will happen first.
- Addressing key concerns: Anticipating concerns from stakeholders and the public that may arise, and how to address those concerns.

Below are considerations for each.

Roles

The Kaysville Main Street project will be a partnership. Kaysville City and UDOT will continue to work together, coordinating and meeting as needed as the project progresses.

Kaysville City will engage stakeholders and the broader community on the Preferred Concept for Main Street. The City will seek adoption of the Preferred Concept by the Mayor and City Council. The City will consider the extension of its downtown redevelopment area north of 200 North to encompass this project's study area, in order to capture tax increment to help fund the project. The City will work to identify a mix of potential funding sources and then work with UDOT to refine, continue to plan, design, and construct the project.

UDOT Region 1 will work with Kaysville City to establish and define the Main Street improvements as a distinct project and place it on the Statewide Transportation Improvements Program (STIP). UDOT will work with Kaysville to seek state and regional funding sources.

In case of desire to move or enhance bus stops to implement the concept, Kaysville and UDOT will seek to include **Utah Transit Authority (UTA)** as a partner.

Business and property owner stakeholders are also partners in the project, both from a planning and design standpoint, a logistics standpoint (construction management), and possibly from the standpoint of shaping or contributing to the streetscape improvements.

Funding

Appendix 1 is an initial high-level cost estimate for the Preferred Concept and identifies a rough cost of \$2.37 Million for the project, including all three Main Street blocks addressed in the concept. Several options exist to help pay for the project.

Local sources:

- Kaysville City General Fund or Capital Improvements Program
- Potential extension of downtown redevelopment area to the project study area and resulting tax increment financing (TIF) funds

UDOT sources:

- Transportation Investment Fund (TIF) Active
- Transportation Alternatives Program (TAP)
- Class B & C Road Funds

Other State funds:

- GO-UTAH Utah Main Street Program funds

Phasing

The project could be phased in a number of different ways. It could be built as one large project, from 200 North through 50 West. Or it could be divided into a few phases, each of which can work independently as a functional project until the other phases are added. The following are considerations:

- **Moving the HAWK from Center Street to mid-block** between Center Street and 100 North could be an initial “pre-phase” of the project, in order to begin the connection of the west side of the central block of Main Street with the civic campus and its parking. However, the placement of the HAWK pole on the west side available now is not likely optimal for the eventual project layout.
- **The central (civic) block improvements** could be implemented before those on the block to the north and the south. However, with the planned lateral transition of the lanes to the east and back, work would extend into the north and south blocks for this phase, so it might make sense to make any improvements there at the same time. In addition, the improvements on the north and south blocks constitute a relatively minor part of the overall improvements- there is little downside to do all three blocks at once.

In summary, each element of the concept does help reinforce and lead to the success of the others. If the project is broken up into phases, the concerns would be that temporary transitional fixes may be needed and the trade-offs of the concept would not be apparent. For example, street parking might be lost or changed but the public space improvements wouldn't have been built, not yet demonstrating the payoff for giving up parking.

Addressing potential concerns

The following are some potential concerns about the concept, based on conversation among the project committee, and initial thoughts on how to address those concerns.

Reconfiguration of parking: On-street parking in the Main Street area will be reconfigured to complement the concept, and especially along the central block of Main Street directly adjacent to the businesses in the historic storefronts the reconfiguration could be perceived as a loss of parking. Indeed, there will be fewer spaces directly adjacent to these businesses that rely on such parking. However, there are many considerations:

- The west side of Main Street in the central block would only lose an estimated six spaces.
- New diagonal parking on side streets will likely make up for the lost Main Street parking.
- In addition, the mid-block HAWK signalized crossing will make it easier for patrons, proprietors, and employees of these businesses to access the large parking lot across the street, in back of the City Hall.
- We hope that what is gained in public space by trading off the on-street parking is, especially in the long run, worth the loss.
- Part of the concept is a series of customer parking pockets on the west side of Main Street in the central block - on-street parking spaces with time restrictions.

Vehicle access: Main Street's current configuration generally allows open vehicle access on and off Main Street. The Main Street concept restricts this vehicle access on and off Main Street, which may force drivers to think more carefully about how they access certain Main Street destinations. But by implementing these restrictions, Main Street becomes easier and safer to use as a pedestrian and becomes safer for motorists as well, due to the potential conflicts with other vehicles eliminated.

Mobility on Main Street: The Main Street concept is designed to slow traffic between 50 West and 200 North. This may raise concerns about increases of travel time through this segment of Main Street (S.R. 273). Yet this is a very short segment that, at peak traffic times, often produces queues especially in the p.m. peak in the northbound direction. Slowing, combined with the access management improvements, are likely to smooth traffic flow.

Visibility: Introducing elements such as planted medians and streetscape can raise concerns about motorists being able to see crossing pedestrians or cyclists or other motorists. However, these additional elements are designed to create a slow environment for autos that reduces the speed, increasing available reaction time to react to other users in the roadway. Furthermore, creating a human scale for the street also engenders slow auto travel.

Special events: The Kaysville community has historically used Main Street for community events such as its 4th of July parade. There may be concerns about whether these events will thrive under the new configuration. We assert that parades and other community events will still thrive with the new medians and streetscape, and in some cases, will thrive more than the current configuration.



EXISTING STREET



VISION CONCEPT

APPENDIX: Draft Cost Estimate

KAYSVILLE MAIN STREET CONCEPT ESTIMATE - DRAFT

Road			Center to 100 N		50 W to Center		100 N to 200 N						
			Quantity	Cost	Quantity	Cost	Quantity	Cost	Units	Combined Total	Combined Total Price	Price	Remarks
	015017010	Remove Tree	6	\$3,000	0	\$0	10	\$5,000	each	16	\$8,000.00	\$500	
	015547005	Remove Concrete Curb and Gutter	830	\$12,450	300	\$4,500	310	\$4,650	foot	1,440	\$21,600.00	\$15	
	01557001*	Remove Asphalt Pavement	1,920	\$28,800	440	\$6,600	180	\$2,700	square yard	2,540	\$38,100.00	\$15	
	022217050	Untreated Base Course (Plan Quantity)	100	\$2,000	90	\$1,800	90	\$1,800	cubic yard	280	\$5,600.00	\$20	
	022217125	Asphalt Pavement Soft Spot Repair - Type A	300	\$15,000	190	\$9,500	210	\$10,500	sq yd	700	\$35,000.00	\$50	
	022217165	HMA - 1/2 Inch	495	\$52,010	305	\$32,051	340	\$35,700	ton	1,141	\$119,761.69	\$105	
	027217020	HMA - Bike/Ped Path 1/2 Inch	130	\$14,950	120	\$13,800	120	\$13,800	ton	370	\$42,550.00	\$115	
	02737001*	Emulsified Asphalt CSS-1	1	\$500	1	\$500	1	\$500	ton	3	\$1,500.00	\$500	
	027417050	Detectable Warning Surface	10	\$5,000	6	\$3,000	2	\$1,000	each	18	\$9,000.00	\$500	
	027437040	Concrete Curb and Gutter Type B1	2,030	\$60,900	750	\$22,500	545	\$16,350	foot	3,325	\$99,750.00	\$30	
	027487040	Concrete Flatwork, 4 inch thick	24,050	\$240,500	4,220	\$42,200	5,050	\$50,500	square foot	33,320	\$333,200.00	\$10	
	027717086	Rotomilling - 1 1/2 Inch	5,950	\$47,600	3,670	\$29,360	4,010	\$32,080	square yard	13,630	\$109,040.00	\$8	
Drainage													
	026107386	Drainage Pipe - 18 inch, Smooth, Leak-Resistant	40	\$6,000	40	\$6,000	20	\$3,000	foot	100	\$15,000.00	\$150	
	026337130	Concrete Drainage Structure 5 ft to 7 ft deep - CB 9	2	\$10,000	2	\$10,000	1	\$5,000	each	5	\$25,000.00	\$5,000	
Traffic	018927050	Reconstruct Manhole	2	\$3,000	4	\$6,000	1	\$1,500	each	7	\$10,500.00	\$1,500	
	027657050	Pavement Marking Paint	40	\$2,000	42	\$2,100	40	\$2,000	gallon	122	\$6,100.00	\$50.00	
	027687105	Pavement Message (Preformed Thermoplastic)	2	\$800	2	\$800	10	\$4,000	each	14	\$5,600.00	\$400.00	
	027687110	Pavement Message (Preformed Thermoplastic Stop Line, Crosswalks - 12 inch)	310	\$4,650	140	\$2,100	160	\$2,400	ft	610	\$9,150.00	\$15.00	
	028917028	Sign Type A-1, 12 Inch X 36 Inch	5	\$500	5	\$500	5	\$500	each	15	\$1,500.00	\$100.00	
	028917270	Remove Sign Less Than 20 Square Feet	2	\$60	2	\$60	2	\$60	each	6	\$180.00	\$30.00	
	028917285	Relocate Sign Less Than 20 Square Feet	8	\$1,600	6	\$1,200	5	\$1,000	each	19	\$3,800.00	\$200.00	
Environmental													
		Landscaping w/topsoil, sod and irrigation	3,115	\$46,725	700	\$10,500	655	\$9,825	square foot	4,470	\$67,050.00	\$15.00	
		New Tree, 2 inch caliper	25	\$16,250	15	\$9,750	10	\$6,500	each			\$650.00	

Totals	\$574,300	\$214,820	\$210,370	\$999,490.00
Totals (no path)	\$557,350	\$199,220	\$194,770	\$951,340.00
Totals (no mill + fill)	\$459,690	\$143,910	\$132,090	\$735,690.00
Totals (no mill + fill and no path)	\$442,740	\$128,310	\$116,490	\$687,540.00

subtotal \$951,340 no path, all 3 blocks

#N/A	Traffic Signal System (RELOCATE HAWK)	1	\$150,000
16525701D	Highway Lighting System	1	\$100,000

subtotal \$1,201,340

015017010	Mobilization	1	\$121,000	Usually 7-10% of construction
015547005	Traffic Control	1	\$61,000	Usually 3-5% of construction
01557001*	Maintenance of Traffic	1	\$13,000	Usually 1% of construction
015407010	Public Information Services	1	\$4,000	Usually 0.25% of construction

Subtotal \$1,400,340
Contingency 20.00% \$280,070
Construction Total \$1,680,410

PE Subtotal 8% \$134,430
CE Subtotal 10% \$168,040
Aesthetics 0.75% \$12,610
Change Order Contingency 9% \$151,240

Total \$2,146,730

Assumed Inflation for 2025 3.25% \$2,363,000

Assumed 5% of total mill and fill area for full depth patching (soft spot repair)
Assumed no additional subbase work (beyond Flatwork) for concrete replacement/expansion
Assumed 11' lanes, crown in center of existing center lane.
Assumed lighting cost prorated for distance based off another project
Assumed \$100,000 for HAWK relocation (original cost)
Assumed \$50,000 to move HAWK cabinet, etc (was already there for original HAWK project)
General pavement + base costs for HMA paths, this does not take into consideration the impacts which are considerable



Kaysville City Redevelopment Agency
Kaysville City Center Reinvestment Area
Project Area Budget
October 1, 2024

KAYSVILLE CITY CENTER I CRA PROJECT AREA BUDGET

The following narrative has been prepared in accordance with Utah Code §17C-5-303 for an Agency that receives tax increment.

This Budget is prepared in good faith as a current reasonable estimate of the economic impact of projected development and redevelopment within the Project Area. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this Budget represents the reasonable expectations of the Agency. Due to multiple factors beyond our control, the Agency makes no guarantee that the projections contained in this Budget of the Project Area Plan for the Project Area will accurately reflect the future development and/or redevelopment within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, now and as may be amended; this Budget shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act. The actual amount of tax increment received by the Agency will be determined solely by interlocal agreement(s) between the Agency and the various taxing entities; this Budget does not control the flow of tax increment money, nor does it entitle the Agency to receive money from tax increment or any other source.

1(A). THE BASE TAXABLE VALUE [17C-5-303(1)(A)]

The base year taxable value is the year 2023 value of \$203,550,124.

1(B). PROJECTED AMOUNT OF TAX INCREMENT TO BE GENERATED WITHIN THE PROJECT AREA [17C-5-303(1)(B)]

The overall total projected amount of tax increment to be generated within the Project Area over 15 years is \$8,302,933.

TABLE 1: INCREMENTAL PROPERTY TAX REVENUES FOR 15 YEARS

Taxing Entities	Total	NPV*
Davis County	\$982,333	\$626,825
Multicounty Assessing & Collecting Levy	\$12,791	\$8,162
County Assessing & Collecting Levy	\$111,706	\$71,280
Davis County School District	\$5,310,739	\$3,388,774
Kaysville	\$1,331,948	\$849,914
Weber Basin Water Conservancy District	\$170,544	\$108,824
Davis County Mosquito Abatement District	\$83,567	\$53,324
Central Davis County Sewer District	\$99,768	\$63,662
County Library	\$199,536	\$127,324
TOTAL	\$8,302,933	\$5,298,089
*NPV = net present value discounted at 3 percent		

1(c). PROJECT AREA FUNDS COLLECTION PERIOD [17C-5-303(1)(c)]

The collection period is 15 years.

1(d). PROJECTED AMOUNT OF TAX INCREMENT TO BE PAID TO OTHER TAXING ENTITIES [17C-5-303(1)(d)]

TABLE 2: INCREMENTAL PROPERTY TAX REVENUES PAID TO TAXING ENTITIES FOR 15 YEARS

Taxing Entities	Total	NPV*
Davis County	\$392,933	\$250,730
Multicounty Assessing & Collecting Levy	\$12,791	\$8,162
County Assessing & Collecting Levy	\$111,706	\$71,280
Davis County School District	\$2,124,296	\$1,355,510
Kaysville	\$266,390	\$169,983
Weber Basin Water Conservancy District	\$68,218	\$43,530
Davis County Mosquito Abatement District	\$33,427	\$21,329
Central Davis County Sewer District	\$39,907	\$25,465
County Library	\$79,815	\$50,930
TOTAL	\$3,129,482	\$1,996,917
*NPV = net present value discounted at 3 percent.		

1(e). IF THE AREA FROM WHICH TAX INCREMENT IS COLLECTED IS LESS THAN THE ENTIRE PROJECT AREA [17C-5-303(1)(e)]

Not applicable.

1(f). THE PERCENTAGE OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE [17C-5-303(1)(f)]

We propose the Agency is authorized to receive 60 percent of the tax increment for a period of 15 years from participating taxing entities, including Davis County, Davis County School District, Weber Basin Water Conservancy District, Davis County Mosquito Abatement District, Central Davis County Sewer District and the County Library. Kaysville City would participate at a rate of 80 percent. The projected dollar amount of increment going to the Agency would be \$5,173,451.

1(g). THE MAXIMUM CUMULATIVE DOLLAR AMOUNT OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE FROM THE PROJECT AREA [17C-5-303(1)(g)]

The maximum dollar amount the Agency is authorized to receive is proposed to be \$10,000,000. Note that out of this amount, the Agency will have administrative expense and housing payments.

2. IF THE AGENCY RECEIVES SALES AND USE TAX REVENUE [17C-5-303(2)(a) AND (b)]

Not applicable.

3. AMOUNT OF PROJECT AREA FUNDS THE AGENCY WILL USE TO IMPLEMENT THE PROJECT AREA [17C-5-303(3)]

The Agency approximates its funds will be used as follows but reserves the right to maintain flexibility and not strictly adhere to the items listed below. All Agency funds will be used for infrastructure, economic development or administrative purposes within the Project Area. Administrative funds have been calculated based on three percent of Agency tax increment receipts annually. In addition, ten percent of Agency receipts have been set aside for housing projects. Housing funds do not need to be spent within the Project Area. The remaining funds would be generally allocated as follows:

- Main Street improvements between 200 North and 100 South, including expansion, installation of medians, intersection realignment, and traffic calming (~\$2,363,000)
- Other roadway and intersection improvements (~\$800,000)
- Beautification and landscaping (~\$250,000)
- Sidewalk expansion or realignment, trail development, etc. (~\$500,000)
- Creation of pedestrian oriented atmosphere and facilities (~\$250,000)
- Creation of public open space amenities (~\$190,000)
- Property acquisition (~\$2,000,000)
- Parking enhancements, parking structure and facilities (~\$5,000,000)
- Traffic, circulation and parking studies (~\$35,000)
- Relocation assistance for businesses and or residences (~\$350,000)
- Location assistances for businesses (~\$150,000)
- Demolition and pre-demolition environmental assessment costs (~\$20,000)
- Utility expansion, extension or upgrades (~\$250,000)
- Installation of fiber optic networks (~\$200,000)
- Facilitation of façade grant and loan programs (~\$200,000)
- Relocation of historical markers (~\$75,000)

4. THE AGENCY'S COMBINED INCREMENTAL VALUE [17C-5-303(4)]

The total incremental value in the Kaysville City Center Project Area is estimated at approximately \$76,511,400 at buildout.

The City has one additional project area in place, the Flint Street CDA, with an incremental value of \$27,715,391 in 2022.

5. THE AMOUNT OF PROJECT AREA FUNDS THAT WILL BE USED TO COVER THE COST OF ADMINISTERING THE PROJECT AREA [17C-5-303(5)]

The Agency is requesting that three percent of revenues received be set aside for administrative purposes. The projected total amount of administrative cost over the 15-year timeframe is approximately \$155,681 to the Kaysville City Redevelopment Agency and another \$17,682 to the County for administrative costs.

6. FOR PROPERTY THAT THE AGENCY OWNS AND EXPECTS TO SELL, THE EXPECTED TOTAL COST OF THE PROPERTY TO THE AGENCY AND THE EXPECTED SALE PRICE [17C-5-303(6)]
Not applicable.

CITY COUNCIL STAFF REPORT



MEETING DATE: January 2, 2025

TYPE OF ITEM: Action Item

PRESENTED BY: Melinda Greenwood, Community Development Director

SUBJECT/AGENDA TITLE: Approval of an Interlocal Agreement between the Kaysville Redevelopment Agency and Kaysville City for the Kaysville City Center Community Reinvestment Plan and Budget

EXECUTIVE SUMMARY:

State law requires the Redevelopment Agency (RDA) to negotiate an interlocal agreement (ILA) with each taxing entity in order to create a community reinvestment area. The proposed ILA is between Kaysville City as a taxing entity and the Kaysville City Redevelopment Agency (RDA). If the City Council approves the ILA for agenda item 6a, the RDA will also need to approve the agreement. The ILA would formalize the deferral of 80% of the City's incremental growth in property tax revenues within the [Kaysville City Center Community Reinvestment Area](#) to the RDA for 15 years. The City would keep 20% of the property tax revenue growth and continue to receive the same amount of property tax revenues as it did prior to the CRA being established.

Additional documents related to this item can be found in the attachments for agenda item 1 or via [this link to the draft CRA](#).

City Council Options:

1. Approval the interlocal agreement between the City and the Kaysville Redevelopment Agency for the Kaysville City Center Community Reinvestment Area.
2. Denial of the proposed interlocal agreement.

Staff Recommendation:

Staff recommends the RDA Board approve the interlocal agreement between the City and the Kaysville Redevelopment Agency for the Kaysville City Center Community Reinvestment Area.

Fiscal Impact:

The creation of the CRA should generate additional property tax revenues which can be used for projects within or directly benefiting CRA project area.

ATTACHMENTS:

1. ILA RDA City for City Center CRA
-

**INTERLOCAL AGREEMENT BETWEEN KAYSVILLE CITY REDEVELOPMENT AGENCY AND
KAYSVILLE CITY CORPORATION FOR THE KAYSVILLE CITY CENTER COMMUNITY
REINVESTMENT AREA**

INTERLOCAL AGREEMENT dated as of the ____ day of _____, 2025, by and between the KAYSVILLE CITY REDEVELOPMENT AGENCY, a political subdivision of the State of Utah (the “Agency”), and KAYSVILLE CITY CORPORATION (the “Taxing Entity”). The Agency and the Taxing Entity shall be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code and its predecessor statutes (“the Act”), and is authorized thereunder to conduct urban renewal, economic development, community development, and community reinvestment activities within Kaysville City, Utah, as contemplated by the Act; and

WHEREAS, the Agency created the Kaysville City Center Community Reinvestment Project Area (the “Project Area”) and adopted a community reinvestment project area plan and project area budget for the Project Area (the “Project Area Documents”) the ____ day of _____, 2025, which are incorporated herein by this reference, which include the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for desirable commercial and mixed-use development and related public infrastructure (together, the “Project”) in and around the Project Area; and

WHEREAS, the Taxing Entity and the Agency have determined that it is in the best interests of the Taxing Entity to provide certain financial assistance using Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Documents; and

WHEREAS, the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“UCA”) § 17C-1-102(60) (hereinafter “Tax Increment”)) created by the Project to assist in the development and completion of the Project as provided in the Project Area Documents; and

WHEREAS, UCA § 17C-5-204(3) authorizes the Taxing Entity to consent to the payment to the Agency of all or a portion of the Taxing Entity’s share of Tax Increment generated from the Project Area for the purposes set forth therein; and

WHEREAS, UCA § 11-13-215 further authorizes the Taxing Entity to share its tax and other revenues with the Agency; and

WHEREAS, to facilitate development of the Project, the Taxing Entity desires to pay to the Agency a portion of the Taxing Entity’s share of Tax Increment generated by development within the Project Area in accordance with the terms of this Agreement; and

WHEREAS, the provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Title 11, Chapter 13 of the UCA, as amended (the “Cooperation Act”).

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

1. Taxing Entity's Consent.

- a. Pursuant to Section 17C-5-204(4) of the Act and Section 11-13-215 of the Cooperation Act, the Taxing Entity hereby agrees and consents that the Agency shall be paid eighty percent (80%) of the Taxing Entity’s share of the Tax Increment from the Project Area (the “Taxing Entity’s Share”) for up to 15 consecutive years. The Agency may begin collecting increment, or “trigger” the collection of Tax Increment, no later than 2025. Regardless of the date for which the Agency begins collecting Tax Increment under this Agreement, the Agency shall not collect Tax Increment for any period beyond the 15 years agreed upon. The date that the Agency begins collecting Tax Increment under this Agreement shall be on January 1 of the particular year. For the sake of illustration only, this subsection requires that the Agency begin collecting Tax Increment no later than January 1, 2025 to receive the full 15 years of Tax Increment contemplated by this Agreement.
- b. The Taxing Entity’s Share shall be used for the purposes set forth in the Act as reflected herein and in the Project Area Documents and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Taxing Entity’s tax levy rate during the year for which Tax Increment is to be paid and (b) the 2023 base year value for purposes of calculating Tax Increment shall be \$203,550,124, which taxable value is subject to adjustment as required by law.
- c. All centrally assessed property existing within the Project Area as of the date of this Agreement, if any, shall be excluded from the calculation of Tax Increment under this Agreement. However, any new centrally assessed property constructed within the Project Area in connection with the Project shall be considered as new incremental value for purposes of calculating Tax Increment pursuant to this Agreement. Davis County is hereby authorized to make such calculations and estimates as may be reasonably necessary to accomplish such treatment as described in this subsection.
- d. The Taxing Entity hereby authorizes and directs Davis County to pay directly to the Agency the Taxing Entity’s Share in accordance with UCA § 17C-5-206 for the period described herein.

- e. Of the amounts received by the Agency, the Agency may retain ten percent (10%) of the total Taxing Entity's Share each year to be used as described in UCA § 17C-5-307(3). The foregoing sentence notwithstanding, the Agency, at its sole discretion, may choose to not make the allocation described in UCA § 17C-5-307(3) if the conditions described in UCA § 17C-5-307(4) are met. The Taxing Entity hereby agrees and consents to the Agency not making the allocation as described in UCA § 17C-5-307(4)(a) and therefore shall not object to said allocation.

2. Authorized Uses of Tax Increment. The Parties agree that the Agency may apply the Taxing Entity's Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Documents, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act.

3. Return of Tax Increment to the Taxing Entity. If the Agency, in its sole discretion, is unable to utilize the full amount of the Taxing Entity's Share for the uses authorized in Section 2, above, then the Agency shall return to the Taxing Entity that portion of that Taxing Entity's Share that the Agency is unable to utilize.

4. Consent to Project Area Budget. As required by UCA § 17C-5-304, the Taxing Entity consents to the Project Area Budget adopted by the Agency for the Project Area.

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

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

7. Future Amendment to Project Area. If deemed appropriate by the Agency, the Agency may amend the Project Area Plan to match the boundaries of the Project Area as closely as possible to the actual footprint of the Project as eventually built. The Taxing Entity agrees that this Agreement shall remain effective for the Project Area, as may be amended, so long as such future amendment does not include any areas outside of the original boundaries of the Project Area.

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

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Cooperation Act.
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act.
- c. A copy of this executed Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act.
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act.
- e. No separate legal entity is created by the terms of this Agreement and no facility, improvement, or other asset shall be jointly owned, jointly acquired, or jointly operated by the Parties to this Agreement.
- f. The term of this Agreement shall commence on the publication of the notice described in Section 17C-5-205 of the Act and Section 11-13-219 of the Cooperation Act and shall continue through the date that is 180 days after the date on which the final payment as contemplated herein has been paid to the Agency. Notwithstanding any provision in this Agreement to the contrary, this Agreement shall automatically terminate on December 31, 2052.
- g. Following the execution of this Agreement by all Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of all parties in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

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

10. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the others, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement. Further, in the event of any question regarding the calculation or payment of amounts contemplated hereunder, the Parties shall cooperate in good faith to resolve such issue.

11. Entire Agreement. This Agreement constitutes 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, whether oral or written and whether express or implied, of the Parties hereto are hereby superseded and merged herein.

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

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

14. Severability. If any provision of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction or because of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby:

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

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

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

17. Time of the Essence. Time is of the essence in the performance of this Agreement.

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

19. Counterparts. This Agreement 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 Agreement may be executed by electronic signature, which shall be considered as 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., via pdf) of an original signature.

20. Incorporation of Exhibits. Any exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

KAYSVILLE CITY REDEVELOPMENT AGENCY:

Mayor Tamara Tran, Executive Director

ATTEST:

Annemarie Plaizier, City Recorder

ATTORNEY REVIEW:

I have reviewed the foregoing Interlocal Agreement and find it to be in proper form and in compliance with applicable state law.

Nic Mills, Agency Legal Counsel

KAYSVILLE CITY CORPORATION:

Tamara Tran, Mayor

ATTEST:

Annemarie Plaizier, City Recorder

ATTORNEY REVIEW:

I have reviewed the foregoing Interlocal Agreement and find it to be in proper form and in compliance with applicable state law.

Nic Mills, City Attorney