

BRIAN HEAD TOWN

RESOLUTION NO. 26-574

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY FOR THE TOWN OF BRIAN HEAD AND BRIAN HEAD TOWN REGARDING THE COMMUNITY DEVELOPMENT PROJECT AREA IN BRIAN HEAD.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “**Act**”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Community Development and Renewal Agency for the Town of Brian Head (the “**Agency**”) and Brian Head Town (the “**Town**”) are “public agencies” for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Town desires to enter into an interlocal agreement with the Agency (the “**Interlocal Agreement**”) whereby the Town consents to the Agency receiving for an extended period of time a portion of the tax increment produced by the Town’s levy on real and personal property within the Brian Head Village Core Community Development Project Area (the “**Project Area**”); and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, BE IT RESOLVED BY BRIAN HEAD TOWN AS FOLLOWS:

1. The Interlocal Agreement, substantially in the form attached hereto as **EXHIBIT A** and is approved and shall be executed by the Town.
2. Pursuant to Section 11-13-202.5 of the Act, the Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the Town for review and approval as to form and legality.
3. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a copy thereof shall be filed immediately with the keeper of records of the Town.
4. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED this 26th day of May 2026.

BY THE BRIAN HEAD TOWN COUNCIL:



Clayton Calloway, Mayor

ATTEST:



Nancy Leigh, Town Clerk



EXHIBIT A

Interlocal Agreement

**BRIAN HEAD VILLAGE CORE
COMMUNITY DEVELOPMENT PROJECT AREA
INTERLOCAL AGREEMENT
by and between the
COMMUNITY DEVELOPMENT AND RENEWAL AGENCY FOR THE TOWN
OF BRIAN HEAD
and
BRIAN HEAD TOWN**

THIS INTERLOCAL AGREEMENT is entered into as of this 26th day of May 2026, by and between the **COMMUNITY DEVELOPMENT AND RENEWAL AGENCY FOR THE TOWN OF BRIAN HEAD**, a political subdivision of the State of Utah (the "**Agency**") and **BRIAN HEAD TOWN**, a political subdivision of the State of Utah (the "**Town**" or the "**Taxing Entity**"). The Agency and the Town shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

A. WHEREAS the Agency was created pursuant to the provisions of, and continues to operate under, the Limited Purpose Local Government Entity – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "**Act**"), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within the town of Brian Head, Iron County, Utah, as contemplated by the Act; and

B. WHEREAS the Agency created the Brian Head Interconnect Community Development Project Area, which was later amended and renamed the Brian Head Village Core Community Development Project Area (the "**Project Area**") and adopted a community development project area plan for the Project Area (the "**Project Area Plan**"), which, as amended, is incorporated herein by this reference, and which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to encourage, promote and provide for economic development within the Project Area; and

C. WHEREAS the Town and the Agency previously entered into an interlocal agreement, dated November 10, 2015 whereby the Town agreed to share a portion of its revenues with the Agency (the "**2015 Interlocal Agreement**"); and

D. WHEREAS the project area funds collection period under the 2015 Interlocal Agreement ended on December 31, 2025; and

E. WHEREAS the Town and the Agency have determined that it is in the best interests of the Town to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area as set forth in the Project Area Plan; and

F. WHEREAS the Agency anticipates providing a portion of the tax increment (as defined in Utah Code Annotated (“UCA”) § 17C-1-102(52) (hereinafter “**Tax Increment**”)), created by development within the Project Area, to assist in the development within the Project Area as provided in the Project Area Plan; and

G. WHEREAS UCA § 17C-4-201(1) authorizes the Town to consent to the payment to the Agency of a portion of the Town’s share of Tax Increment generated from the Project Area for the purposes set forth therein; and

H. WHEREAS UCA § 11-13-215 further authorizes the Town to share its tax and other revenues with the Agency; and

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

J. 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**”).

NOW, 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-4-201(2)(b) of the Act and Section 11-13-215 of the Cooperation Act, the Town hereby agrees and consents that the Agency shall be paid sixty percent (60%) of the Town’s share of the Tax Increment from the Project Area (the “**Taxing Entity’s Share**”) for 10 years, for tax years 2026 through 2035 (to be paid in 2036), inclusive. The Taxing Entity’s Share shall be used for the purposes set forth in UCA § 17C-4-201(1) as reflected herein and in the Project Area Plan and shall be disbursed as specified herein. The calculation of annual Tax Increment shall be made using (a) the Town’s tax levy rate during the year for which Tax Increment is to be paid and (b) the base taxable value of \$120,897,275 as agreed to by the Parties, which taxable value is subject to adjustment as required by law.

b. The Town hereby authorizes and directs Iron County to pay directly to the Agency the Taxing Entity’s Share in accordance with UCA § 17C-4-203 for the period described in Section 2.a. above.

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 projects as contemplated in the Project Area Plan or allowed by the Act, 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. **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.

4. **Due Diligence.** Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts upon which this Agreement is based, including representations of the Agency concerning the Project Area and the Project Area'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.

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

a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13202.5 of the Cooperation Act.

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney in behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(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, pursuant to Section 11-13-207 of the Cooperation Act.

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-4-202 of the Act and shall continue through the date on which all of the Taxing Entity's Share has been paid to and disbursed by the Agency as provided herein.

f. 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-4-202 of the Act.

6. **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.

7. **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.

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

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

10. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result 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.

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

12. **Time of the Essence.** Time shall be of the essence in the performance of this Agreement.

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

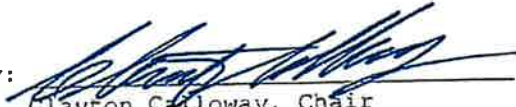
14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement

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

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

[Remainder of page intentionally left blank; signature pages to follow]

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
FOR THE TOWN OF BRIAN HEAD

By: 
Clayton Carloway, Chair

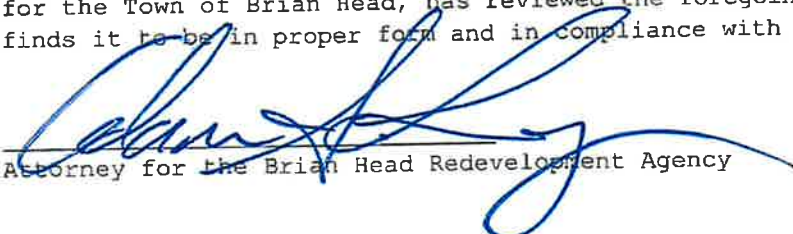
Attest:

By: 
Nancy Leigh, Clerk



Attorney Review for the Agency:

The undersigned, as counsel for the Community Development and Renewal Agency for the Town of Brian Head, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Attorney for the Brian Head Redevelopment Agency

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY
FOR THE TOWN OF BRIAN HEAD

By: 
Clayton Calloway, Chair

Attest:

By: 
Nancy Leigh, Clerk



Attorney Review for the Agency:

The undersigned, as counsel for the Community Development and Renewal Agency for the Town of Brian Head, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for the Brian Head Redevelopment Agency

BRIAN HEAD TOWN

By:


Clayton Calloway, Mayor

Attest:

By:


Nancy Leigh, Clerk



Attorney Review for Brian Head Town:

The undersigned, as attorney for Brian Head Town, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.


Attorney for Brian Head Town

BRIAN HEAD TOWN

By:


Clayton Calloway, Mayor

Attest:

By:


Nancy Leigh, Clerk



Attorney Review for Brian Head Town:

The undersigned, as attorney for Brian Head Town, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Brian Head Town