

**INTERLOCAL COOPERATION AGREEMENT
for the South Mountain Community Reinvestment Project Area**

between

REDEVELOPMENT AGENCY OF DRAPER CITY

and

SALT LAKE COUNTY

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into by and between the **REDEVELOPMENT AGENCY OF DRAPER CITY**, a Utah community development and renewal agency or redevelopment agency (“Agency”), and **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (“County”). The Agency and the County may collectively be referred to hereinafter as the “Parties” or individually as a “Party.”

RECITALS:

A. The County is a county existing pursuant to Article XI, Section 1 of the Utah Constitution. The Agency is a community reinvestment agency (formerly known as, among other things, a redevelopment agency) created and existing under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Utah Code Ann. §§ 17C-1-101 *et seq.*, (the “Act”) or under previous law. The Agency is authorized under the Act to conduct urban renewal, economic development, community development, and community reinvestment activities within Draper, Utah.

B. The governing body of the Agency adopted a resolution on March 27, 2018 authorizing the Agency to commence the process under the Act to create the South Mountain Community Reinvestment Project Area (the “Project Area”). The Agency created the Project Area on March 27, 2018. The Project Area, attached hereto as **EXHIBIT A** (the “Project Area Plan”), pursuant to which the Agency plans to encourage and promote economic development in the Project Area and in the surrounding community.

C. The Act authorizes funding of community reinvestment project areas and plans—such as the Project Area and the Project Area Plan—with property tax increment pursuant to interlocal cooperation agreements with various taxing entities that levy property taxes in a project area. Specifically, Section 17C-5-202 of the Act provides that “an agency shall negotiate and enter into an interlocal agreement with a taxing entity in accordance with Section 17C-5-204 to receive all or a portion of the taxing entity’s tax increment . . . in accordance with the interlocal agreement.” Section 17C-5-204 of the Act provides that an agency may use the taxing entity’s tax increment “[f]or the purpose of implementing a community reinvestment project area plan.”

D. The County, as a taxing entity, now desires to consent to the Agency receiving certain tax increment attributable to the County's Tax Levies (defined below) in accordance with the terms of this Agreement in order to provide funds to the Agency to carry out the ProjectArea Plan.

E. The Agency and the County are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers. Additionally, Section 11-13-215 of the Interlocal Act also authorizes a taxing entity to share its tax and other revenues with other public agencies.

A G R E E M E N T:

NOW, THEREFORE, in consideration of the mutual representations, covenants, and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - INCORPORATION AND DEFINITIONS

1.1. Incorporation and Definitions. The foregoing recitals and all exhibits attached hereto are hereby made a part of this Agreement. Unless otherwise defined in this Section or in this Agreement, terms shall have the meaning set forth in the Act. For the purposes of this Agreement, the following definitions apply:

- (a) Act: As defined in the Recitals to this Agreement.
- (b) Administrative Fee: As defined in Section 2.2 of this Agreement.
- (c) Affordable Housing Set-Aside: As defined in Section 2.2 of this Agreement.
- (d) Agency: Redevelopment Agency of Draper City
- (e) Agency Administrative Costs: As defined in Section 3.2 of this Agreement.
- (f) Agency Board: The governing body of the Agency.
- (g) Agency's Share: As defined in Subsection 2.2(b) of this Agreement.
- (h) Annual Rebate: As defined in Subsection 2.2(b) of this Agreement.
- (i) Base Tax Year: The 2017 tax year, as defined in Section 2.1 of this Agreement.
- (j) Base Taxable Value: As defined in Section 17C-1-102(8) of the Act.

- (k) City: Draper City
- (l) County: Salt Lake County, a body corporate and politic of the State of Utah.
- (m) County's Contribution: As defined in Subsection 2.2(a) of this Agreement.
- (n) County Tax Increment: The Tax Increment attributable to the County's Tax Levies.
- (o) County's Tax Levies: The County's countywide and library tax levies.
- (p) Countywide Cap: As defined in Section 2.3 of this Agreement.
- (q) Effective Date: As defined in Section 7.1 of this Agreement.
- (r) Event of Default: As defined in Section 6.1 of this Agreement.
- (s) Governmental Authority: Any and all courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies, or authorities of any type of governmental unit (federal, state, or local) whether now or hereafter in existence.
- (t) Library Cap: As defined in Section 2.3 of this Agreement.
- (u) Legal Requirements: Any and all (i) present and future judicial decisions, statutes (including environmental laws), laws, rulings, rules, regulations, orders, writs, injunctions, decrees, permits, certificates or ordinances of any Governmental Authority in any way applicable to the Agency or Project Area and (ii) contracts of any nature that relate in any way to the Project Area and to which Agency may be bound.
- (v) Material Adverse Change: Any event, circumstance, fact, condition, development, or occurrence, directly caused by action or inaction by the Agency or the City, that has had a material and adverse effect on: (i) the completion of any material portion of the redevelopment to be conducted in the Project Area; (ii) the anticipated taxable value of the Project Area as identified in the Project Area Budget; or (iv) the validity, enforceability, or binding effect of this Agreement.
- (w) Project Area: The geographic area described in the Project Area Plan where the community development set forth in the Project Area Plan is intended to take place.
- (x) Project Area Plan: The project area plan approved by the Agency Board in accordance with Sections 17C-5-104 and 17C-5-108 of the Act and adopted by the legislative body of the City in accordance with Section 17C-5-109 of the Act, attached hereto as **EXHIBIT A**.

(y) Project Area Budget: The project area budget as adopted by the Agency Board in accordance with Section 17C-5-302 of the Act, attached hereto as **EXHIBIT B**.

(z) Property: All locally-assessed and centrally-assessed real and personal property.

(aa) Taxing Entities: Those public agencies identified in the Project Area Budget that levy a tax on Property within the Project Area and are expected to contribute their Tax Increment to the Agency through an Interlocal Cooperation Agreement with the Agency.

(bb) Tax Increment: The difference between the amount of property tax revenues generated each tax year by the Taxing Entities from Property within the Project Area using the current year assessed value of the Property and the amount of property tax revenues that would be generated each tax year by the Taxing Entities from that same Property using the Base Taxable Value of the Property.

(cc) Tax Increment Collection Period: The twenty (20) year period commencing with the Trigger Year.

(dd) Trigger Year: Any tax year between and including the 2018 tax year and the 2020 tax year, as determined by the Agency and evidenced by a written notice from the Agency to the County and to the Salt Lake County Auditor on or before November 1st of the year prior or if no written notice is given then the Trigger Year shall be 2020.

ARTICLE 2 -- PAYMENT OF TAX INCREMENT

2.1. Base Year and Base Taxable Value. The Parties agree that for purposes of calculating the amount of County Tax Increment from the Project Area to be paid by the Salt Lake County Treasurer to the Agency pursuant to this Agreement, the base tax year shall be the 2017 tax year (the "Base Tax Year") and the base taxable value shall be the assessed taxable value of all Property within the Project Area for the Base Tax Year, which, after review of Salt Lake County and Utah State Tax Commission records, the Parties believe is Seven Million Three Hundred Eighty Two Thousand Seven Hundred Dollars and No Cents (\$7,382,700.00) (the "Base Taxable Value").

2.2. Payment of Tax Increment; Affordable Housing Set-Aside; and County Administrative Fee.

(a) Payment of County Tax Increment. Subject to Sections 2.3, 2.4, 2.5 and 2.6, the County hereby agrees and consents that, for each tax year during the Tax Increment Collection Period, the Salt Lake County Treasurer shall pay 100% of County Tax Increment to the Agency (the "County's Contribution") and shall pay the remainder of County Tax Increment, if any, to the County. The Salt Lake County Treasurer shall continue to pay any and all tax revenues attributable to the County's Tax Levies on the Base Taxable Value of the Project Area to the County. However, the Parties agree that if,

during the Tax Increment Collection Period, the Agency or City seeks additional funds from the County in relation to the Project Area—whether tax increment, transportation funds, or otherwise—the County may, in its sole discretion, require the Agency to renegotiate and amend the terms of this Agreement as a condition to providing the additional requested funding.

(b) Annual Rebate. Notwithstanding Subsection 2.2(a), the Parties hereby agree that for each tax year during the Tax Increment Collection Period, the Agency shall transfer an amount equal to 30% of any County Tax Increment it receives from the Salt Lake County Treasurer under this Agreement—that is, an amount equal to 30% of the County’s Contribution—to the County (the “Annual Rebate”). The Agency’s transfer of the Annual Rebate to the County each year shall occur no later than three months following the Agency’s receipt of County Tax Increment from the Salt Lake County Treasurer. The amount equal to the County’s Contribution less the Annual Rebate is hereinafter referred to as the “Agency’s Share.” Thus, for the purposes of this Agreement, the Agency’s Share is generally equal to 70% of County Tax Increment (unless, for example, the Agency’s Share is reduced under Subsection 2.6(a)(1) below or a reduction to the County’s Contribution is triggered under Subsections 2.2(c) or (d) below). However, the Parties agree that if the Annual Rebate in this Subsection 2.2(b) is ever held to be invalid or unenforceable by a court of competent jurisdiction or as a result of legislative or administrative action, or if the County ever provides a written notice to the Agency calling for the elimination of the Annual Rebate in this Subsection 2.2(b) from the Agreement for any other reason, then the Parties agree that, in lieu of the Annual Rebate under this Subsection 2.2(b) and starting with the next tax year for which County Tax Increment has not already been paid to the Agency, the County’s Contribution under Subsection 2.2(a) will be reduced by 30%—in addition to any reduction to the County’s Contribution triggered under Subsections 2.2(c)—and that the Salt Lake County Treasurer shall pay the remainder of County Tax Increment directly to the County. Furthermore, if a reduction to the County’s Contribution is triggered under this Subsection 2.2(b), the Agency agrees that it will not seek repayment of and will waive any claim to any portion of the Annual Rebate that has already been paid to the County.

(c) Administrative Fee. Notwithstanding Subsection 2.2(a) and in addition to Subsections 2.2(b), the Parties hereby agree that for each tax year during the Tax Increment Collection Period, the Agency shall transfer an amount equal to 5% of any Tax Increment it receives under this Agreement to the County for use by the County to cover costs associated with evaluating its participation in the Project Area and ongoing administration of this Agreement (the “Administrative Fee”). The Agency’s transfer of the Administrative Fee to the County each year shall occur no later than three months following the Agency’s receipt of County Tax Increment from the Salt Lake County Treasurer.

(d) Affordable Housing Set-Aside. Notwithstanding the foregoing, the Parties hereby agree that for each tax year during the Tax Increment Collection Period, the Agency shall retain an amount equal to 10% of any Tax Increment it receives and retains from the Salt Lake County Treasurer—that is, an amount equal to 10% of the Tax

Increment generated by all Taxing Entities and paid to the Agency and which the Agency is not required to transfer to a Taxing Entity through a rebate provision, an administrative fees provision, or any similar provisions (the “Affordable Housing Set-Aside”)— for use as provided in Section 17C-1-412(1)(a). Agency agrees to spend at least 90% of its Affordable Housing Set-Aside increment, within 5 years of receipt, for projects that satisfy Section 17C-1-412(1)(a), with a stated preference for a program that primarily targets use by Canyons School District teachers.

2.3. Tax Increment Cap. The total amount of County Tax Increment paid to the Agency from the Project Area during the Tax Increment Collection Period after deducting any Annual Rebates made to the County under Subsection 2.2(b) may not exceed the following limits:

(a)	Countywide Tax Levy:	\$9,905,179.00 (“ <u>Countywide Cap</u> ”)
(b)	Library Tax Levy:	\$2,692,408.00 (“ <u>Library Cap</u> ”)
	<u>TOTAL</u>	<u>\$12,597,587.00</u>

The Countywide Cap and Library Cap will be proportionally reduced by the amount of any direct expenditures made by the County in the Project Area during the Tax Increment Collection Period (or any extension thereof), including, but not limited to, expenditures related to the design, development, construction, or maintenance of infrastructure or amenities.

2.4. Tax Rate Increases. Unless the County specifically consents in writing through an amendment to this Agreement or in a separate agreement, the Parties agree that the Agency will not be entitled to any portion of County Tax Increment resulting from an increase in the tax rate of the County’s Tax Levies that occurs after the Base Tax Year that is attributable to a tax rate increase enacted pursuant to the requirements of Utah Code Ann. § 59-2-919 (i.e., a Truth-in-Taxation tax rate increase) or the issuance of bonds.

2.5. Conditions Precedent to Contribution of Tax Increment. The Parties agree that this Agreement will terminate and the County will have no obligation to contribute County Tax Increment to the Agency under Section 2.2, unless the following conditions have been satisfied within one hundred eighty (180) days following the Effective Date of this Agreement:

(a) Document Transmission and Recordation. The Agency has transmitted and recorded all necessary documents in accordance with Section 17C-5-111 of the Act.

(b) Interlocal Agreement – City. Pursuant to Sections 17C-5-204 and 17C-5-205, the Agency has entered into an interlocal cooperation agreement with the City wherein the City has agreed to contribute 70% of its Tax Increment to the Agency for the duration of the Tax Increment Collection Period.

(c) Interlocal Agreement – Other Taxing Entities. Pursuant to Sections 17C-5-204 and 17C-5-205, the Agency has entered into an interlocal cooperation agreement with each taxing entity identified in the Project Area Budget wherein each taxing entity has agreed to contribute their Tax Increment in the amount, at the level, and for the

duration specified in the Project Area Budget.

(d) No Default. No Event of Default has occurred under this Agreement beyond any applicable cure period, and no event, circumstance or condition has occurred or exists which, with the passage of time or the giving of notice, would constitute an Event of Default under this Agreement.

2.6. Performance Benchmarks.

(a) The Agency shall enter into a tax increment reimbursement agreement with Pluralsight, LLC (the “**Company**”) requiring Company to create within Salt Lake County a minimum of 1,232 “new incremental jobs” that are “high paying jobs,” as defined in Section 63N-2-103 of the Utah Code, by year fifteen (15) (the “performance benchmark”). The agreement shall be in place and a copy provided to the County no later than 180 after the Effective Date of this Agreement. The County’s contribution of Tax Increment is conditioned upon the execution of the Tax Increment Reimbursement Agreement between the Agency and the Company.

(b) If the performance benchmark is not met in full on or before September 30th of the fifteenth (15th) tax year of the Tax Increment Collection Period, then, starting with the sixteenth (16th) tax year of the Tax Increment Collection Period, the Parties agree that:

(1) At the County’s discretion, the total amount of tax increment contributed by the County to the Agency shall be returned in full or will be redirected toward a similar purpose through a Project Area Budget amendment contingent upon County approval.

(2) The Agency’s Share of County Tax Increment under Subsection 2.2(b) will be reduced to 0% of County Tax Increment for the remainder of the Tax Increment Collection Period, either by increasing the Annual Rebate under Section 2.2(b) to 100% or, in the event the Annual Rebate has been eliminated, by reducing the County’s Contribution under Subsection 2.2(a) to 0%.

(c) If the agreement between the Agency and Company required above is not entered into, this Agreement shall terminate.

ARTICLE 3 -- ALLOWABLE USES OF COUNTY TAX INCREMENT

3.1. Allowable Project-Related Costs. The Agency shall use County Tax Increment paid to the Agency under this Agreement to pay for:

(a) Publicly Owned Infrastructure and Improvements. The cost of the installation of Publicly Owned Infrastructure and Improvements within the Project Area that are consistent with the Project Area Plan.

ARTICLE 4 -REPRESENTATIONS

4.1. Representations. To induce the County to execute and perform this Agreement, the Agency hereby represents to the County as follows:

(a) Local Community Contribution. The Agency and the City have entered into or will enter into an interlocal cooperation agreement wherein the City has agreed to contribute 70% of its Tax Increment to the Agency for the duration of the Tax Increment Collection Period.

(b) Sufficiency of Tax Increment. To the best of the Agency's current knowledge, the amount of Tax Increment that the Agency expects to receive from all taxing entities that levy a tax in the Project Area, as indicated in the Project Area Budget attached hereto as **EXHIBIT B**, is sufficient to carry out and accomplish the objectives of the Project Area Plan.

(c) Legal Requirements. To the best of the Agency's current knowledge after investigation and due inquiry, the Agency is not in violation of any Legal Requirements and no violation of any Legal Requirements exists with respect to the establishment of the Project Area.

(d) No Violation of Other Agreements. The consummation of the transactions contemplated by this Agreement and the performance of this Agreement will not result in any breach of, or constitute a default under, any agreement or other instrument to which the Agency is a party or by which it may be bound or affected.

(e) Information. To the best of the Agency's current knowledge, the information furnished to the County by the Agency in connection with the CRA Participation Request is true and accurate.

4.2. Effect of Disbursement of County Tax Increment to Agency. The Agency agrees that its receipt of County Tax Increment under this Agreement each year during the Tax Increment Collection Period, constitutes an affirmation that the representations of this Article remain true and correct as of the date thereof, unless the County is notified to the contrary prior to the Agency's receipt of County Tax Increment.

ARTICLE 5 -- COVENANTS AND AGREEMENTS

5.1. Agency Disclosure Report. For each tax year during the Tax Increment Collection Period, the Agency shall prepare and submit an annual disclosure report to the County Council and the County Mayor no later than May 1st of the following year. The disclosure report shall include the information and documentation called for in Countywide Policy No. 1155, attached hereto as **EXHIBIT C**. The Agency shall also submit any information requested by the County relating to the Project Area through a web-based reporting system established by the County.

5.2. Parcels Held By Public Entities. Certain parcels within the Project Area may currently be exempt from property tax either because they are owned by non-taxable entities or

because they are being used exclusively for religious, charitable, or educational purposes. If such parcels become taxable after the Base Year and thereby subject to assessment for property tax purposes after the Base Year, for whatever reason, the Parties shall amend this Agreement to include the Base Year value of such parcels, as determined by the Salt Lake County Assessor, in the Base Taxable Value defined by this Agreement.

5.3. Construction of Project. The Agency shall cause the development in the Project Area to be prosecuted with due diligence and continuity and shall complete the development in the Project Area in accordance with the Project Area Plan, the Project Area Budget, and the terms of this Agreement.

5.4. Costs and Expenses. The Agency shall pay all costs and expenses required in connection with its obligations under this Agreement.

5.5. Recordkeeping. The Agency shall maintain records adequate to identify the use of County Tax Increment for the purposes specified in this Agreement. The Agency shall make its books and records available to the County and its representatives at reasonable times.

5.6. Right to Verify and Audit. The County reserves the right to verify the information furnished to the County by the Agency in connection with the CRA Participation Request and to audit the Agency's use of Tax Increment, including County Tax Increment, received by the Agency under this Agreement and other agreements as well as the accounting of such use of Tax Increment, including County Tax Increment. If the County requests an audit, the Agency agrees to cooperate fully with the County and its representatives in the performance of the audit.

5.7. Noncompliance. The Agency agrees that the County may withhold its Tax Increment or require repayment of County Tax Increment from the Agency for noncompliance with this Agreement, for failure to comply with directives regarding the use of Tax Increment, or for misuse of Tax Increment.

5.8. No Officer or Employee Interest. The Agency represents and agrees that no officer or employee of the Agency or the County has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement.

5.9. Ethical Standards. The Agency represents that it has not: (a) provided an illegal gift in connection with this Agreement to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing such agreements; (c) breached any of the ethical standards in connection with this Agreement set forth in State statute or Salt Lake County Code of Ordinances § 2.07; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, in connection with this Agreement, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

5.10. No Sales Tax Contribution. This Agreement does not include a contribution of sales and use tax, and the Agency shall not seek a contribution of sales and use tax from the County with respect to the Project Area.

5.11. Affordable Housing Set-Aside. The Agency shall spend at least 90% of its Affordable Housing Set-Aside increment, within 5 years of receipt, for projects that satisfy Section 17C-1-412(1)(a). The covenant contained in this Section 5.11 is intended to survive expiration or termination of this Agreement.

ARTICLE 6 -- DEFAULTS AND REMEDIES

6.1. Agency Event of Default. The occurrence of any one or more of the following shall constitute an “Event of Default” as such term is used herein:

(a) Any representation or statement made by (or on behalf of) the Agency in this Agreement or in connection with the Agency’s CRA Participation Request proves untrue in any material respect.

(b) Failure of the Agency to comply with any of the terms, conditions, covenants, or provisions of this Agreement that is not fully cured by the Agency on or before the expiration of a thirty (30) day period commencing upon the County’s written notice to the Agency of the occurrence thereof.

(c) The Agency makes changes to the Project Area Plan or the Project Area Budget without prior written consent from the County.

(d) The County reasonably determines that the Agency’s use of County Tax Increment or Tax Increment differs materially from the uses identified and contemplated by the Project Area Plan and Project Area Budget.

(e) The County reasonably determines that the Agency’s actions or activities within the Project Area materially deviate from those authorized by the Act.

(f) The County reasonably determines that a Material Adverse Change has occurred that is not fully cured by the Agency on or before the expiration of a thirty (30) day period commencing upon the County’s written notice to the Agency of the occurrence thereof.

(g) The failure of any developer or contractor that has entered into a Participation Agreement with the Agency to complete a material portion of the redevelopment within the Project Area, whether such failure is due to bankruptcy, insolvency, economic conditions or otherwise, and the failure of the Agency to cause the such redevelopment to be completed by a new substitute developer or contractor within three-years of the completion date contemplated by the Project Area Plan and Project Area Budget for such redevelopment.

6.2. County’s Remedies in the Event of Default. Upon the occurrence of any Event of

Default, the County may, in its sole discretion, and in addition to all remedies conferred upon the County by law or equity and other provisions of this Agreement, pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other:

- (a) Direct the Salt Lake County Auditor and/or Salt Lake County Treasurer to withhold further disbursement of County Tax Increment to the Agency; and/or
- (b) Direct the Salt Lake County Auditor and/or Salt Lake County Treasurer to reduce the amount of any disbursement of County Tax Increment to the Agency; and/or
- (c) Terminate this Agreement.

ARTICLE 7 -- GENERAL PROVISIONS

7.1. Effective Date. This Agreement will become effective immediately upon the completion of the following: (i) the approval of the Agreement by the governing bodies of the County and the Agency, including the adoption of any necessary resolutions or ordinances by the County and the Agency authorizing the execution of this Agreement by the appropriate person or persons for the County and the Agency, respectively, (ii) the execution of this Agreement by a duly authorized official of each of the Parties, (iii) the submission of this Agreement to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, and the approval of each respective attorney, (iv) the filing of a copy of this Agreement with the keeper of records of each Party, and (v) the publication of a summary of this Agreement pursuant to Section 17C-5-205 of the Act (the “Effective Date”).

7.2. Termination. This Agreement will terminate on the earlier of the following: (i) 180 days after the Effective Date of this Agreement, if the conditions listed in Section 2.5 and 2.6 have not been satisfied prior to that date; (ii) December 31, 2020, if the Tax Increment Collection Period has not been triggered prior to that date, as evidenced by a written notice from the Agency to the County and the Salt Lake County Auditor prior to that date; (iii) the date that the Tax Increment Collection Period expires; or (iv) the date the County terminates this Agreement due to an Event of Default under Section 6.1.

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

- (a) This Agreement shall be authorized by a resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Interlocal 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 Section 11-13-202.5 of the Interlocal 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 Interlocal Act.

(d) The term of this Agreement, including any extensions, shall not exceed fifty (50) years pursuant to Section 11-13-216 of the Interlocal Act.

(e) Except as otherwise specifically provided herein, each Party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs.

(f) No separate legal entity is created by the terms of this Agreement and no facility or improvement will be jointly acquired, jointly owned, or jointly operated by the Parties under this Agreement.

(g) To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the chief administrative officer of each Party pursuant to Section 11-13-207 of the Interlocal Act.

7.4. Publication of Notice. Immediately after execution of this Agreement by the Parties, the Agency shall cause to be published a notice regarding this Agreement and the Parties' resolutions authorizing this Agreement, as provided and allowed pursuant to Section 11-13-219 of the Interlocal Act and in accordance with Section 17C-5-205 of the Act. The County agrees that the Agency shall cause such publication of notice to be made on the County's behalf and at the Agency's expense, in a joint publication.

7.5. Notices.

(a) Form of Notice. All notices, communications, requests, and waivers required or permitted under this Agreement ("Notices") must be in writing and must be signed by a person duly authorized to provide such notice.

(b) Method of Notice. All Notices shall be given (i) by delivery in person, (ii) by a nationally recognized next day courier service; or (iii) by first class, registered or certified mail, postage prepaid. Notices may also be given by electronic mail, provided that any such communication is concurrently given by one of the methods set forth in the preceding sentence. All Notices shall be addressed in each case as follows (or to such other address as either party may specify in writing from time to time):

To Agency: Redvelopment Agency of Draper City
 1020 East Pioneer Road
 Draper, Utah 84020

With a copy to: David Dobbins
 1020 East Pioneer Road
 Draper, Utah 84020

To County: Salt Lake County
Office of Regional Development
2001 South State Street, S2-100
PO Box 144575
Salt Lake City, Utah 84114-4575
Attn: Mr. Stuart Clason

With a copy to: Office of the District Attorney
Civil Division
35 East 500 South
Salt Lake City, Utah 84111
Attn: Ms. Dianne Orcutt

(c) Receipt of Notice. All Notices sent pursuant to this Section will be deemed to have been duly given: (i) if delivered in person, on the date of delivery, (ii) if transmitted by national overnight courier (with confirmation of delivery), on the next federal banking day immediately following the day sent, or (iii) if sent by registered or certified mail, then on the earlier of the third federal banking day following the day sent or when actually received.

7.6. Governmental Immunity, Liability, and Indemnification.

(a) Governmental Immunity. Both Parties are governmental entities under the Governmental Immunity Act of Utah, §§ 63G-7-101 *et seq.* (the “Immunity Act”). Neither Party waives any defenses or limits of liability available under the Immunity Act and other applicable law. Both Parties maintain all privileges, immunities, and other rights granted by the Immunity Act and all other applicable law.

(b) Liability and Indemnification. The County and the Agency agree to be liable for their own negligent acts or omissions, or those of their authorized employees, officers, and agents while engaged in the performance of the obligations under this Agreement, and neither the County nor the Agency will have any liability whatsoever to the other Party or any third party for any negligent act or omission of the other Party, its employees, officers, or agents. However, the Agency shall indemnify, defend, and hold harmless the County, its officers, employees and agents (the “Indemnified Parties”) from and against any and all actual or threatened claims, losses, damages, injuries, debts, and liabilities of, to, or by third parties, including demands for repayment or penalties, however allegedly caused, resulting directly or indirectly from, or arising out of: (i) the Agency’s breach of this Agreement; (ii) any acts or omissions of or by the Agency, its agents, representatives, officers, employees, or subcontractors in connection with the performance of this Agreement; (iii) or the Agency’s use of County Tax Increment. The Agency agrees that its duty to defend and indemnify the Indemnified Parties under this Agreement includes all attorney’s fees, litigation and court costs, expert witness fees, and any sums expended by or assessed against the County for the defense of any claim or to satisfy any settlement, arbitration award, debt, penalty, or verdict paid or incurred on behalf of the County. The Parties agree that the requirements of this Paragraph will survive the expiration or sooner termination of this Agreement.

7.7. Modification and Amendment. This Agreement may be amended, enlarged, modified or altered only by an instrument in writing signed by the Parties. If the modification or amendment is material, the modification or amendment will become effective immediately upon the completion of the following: (i) the approval of the amendment by the governing bodies of the County and the Agency, including the adoption of any necessary resolutions or ordinances by the County and the Agency authorizing the execution of the amendment by the appropriate person or persons for the County and the Agency, respectively, (ii) the execution of the amendment by a duly authorized official of each of the Parties, (iii) the submission of the amendment to an attorney for each Party that is authorized to represent said Party for review as to proper form and compliance with applicable law, pursuant to Section 11-13-202.5 of the Interlocal Act, and the approval of each respective attorney, (iv) the filing of a copy of the amendment with the keeper of records of each Party, and (v) the publication of a summary of the amendment pursuant to Section 17C-5-205 of the Act.

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

7.9. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof, and all prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded by this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the Parties as explained in Section 7.7 above.

7.10. No Waiver. The failure of either Party at any time to require performance of any provision or to resort to any remedy provided under this Agreement will in no way affect the right of that Party to require performance or to resort to a remedy at any time thereafter. Additionally, the waiver of any breach of this Agreement by either Party will not constitute a waiver as to any future breach, and 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.

7.11. No Obligations to Third Parties. The Parties agree that the Agency's obligations under this Agreement are solely to the County and that the County's obligations under this Agreement are solely to the Agency. The Parties do not intend to confer any rights to third parties unless otherwise expressly provided for under this Agreement.

7.12. Agency. No officer, employee, or agent of one Party is intended to be an officer, employee, or agent of the other Party. None of the benefits provided by one Party to its employees including, but not limited to, workers' compensation insurance, health insurance and unemployment insurance, are available to the officers, employees, or agents of the other Party. The Agency and the County will each be solely and entirely responsible for its acts and for the acts of its officers, employees, or agents during the performance of this Agreement.

7.13. Assignment. No Party may assign its rights, duties or obligations under this Agreement without obtaining prior written consent from the other Party.

7.14. Governing Law and Venue. The laws of the State of Utah govern all matters arising out of this Agreement. Venue for any and all legal actions arising hereunder will lie in the District Court in and for the County of Salt Lake, State of Utah.

7.15. Severability. If any provision of this Agreement and any related document 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, the Parties agree that:

- (a) such holding or action will be strictly construed;
- (b) such provision will be fully severable;
- (c) this Agreement will be construed and enforced as if such provision had never comprised a part hereof;
- (d) the remaining provisions of this Agreement and related documents will remain in full force and effect and will 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 will 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.

7.1. Survival of Certain Provisions. All provisions of this Agreement which expressly or impliedly contemplate performance after expiration or termination hereunder shall survive such expiration or termination.

7.2. Counterparts. This Agreement may be executed in counterparts and all so executed will constitute one agreement binding on all the Parties, it being understood that all parties need not sign the same counterpart. Further, executed copies of this Agreement delivered by facsimile or email will be deemed an original signed copy of this Agreement.

Each Party hereby signs this Interlocal Cooperation Agreement on the date written by each Party on the signature pages attached hereto.

[The balance of this page was left blank intentionally – Signature pages follow]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR COUNTY

SALT LAKE COUNTY:

By _____
Mayor Ben McAdams or Designee

Dated: _____, 2018

Approved by:

DEPARTMENT OF REGIONAL TRANSPORTATION,
HOUSING, & ECONOMIC DEVELOPMENT

By _____

Name: _____

Title: _____

Dated: _____, 2018

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By /s/ Dianne R. Orcutt

Deputy District Attorney

[Signatures continue on next page.]

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR AGENCY

**REDEVELOPMENT AGENCY OF DRAPER
CITY:**

By _____

Name: _____

Title: _____

Dated: _____, 2018

Approved as to Form and Legality:

ATTORNEY FOR AGENCY

By _____

Name: _____

Attorney for Agency

Dated: _____, 2018

LIST OF EXHIBITS

EXHIBIT A	Project Area Plan
EXHIBIT B	Project Area Budget
EXHIBIT C	Countywide Policy No. 1155

Exhibit A

South Mountain Community Reinvestment Project Area

Introduction and Overview

The South Mountain Community Reinvestment Project Area ("Project Area"), administered by the Redevelopment Agency of Draper City ("Agency"), will serve as a catalyst in stimulating private investment and attracting new high-paying jobs to Draper City ("City"). The use of tax increment financing ("TIF") will facilitate the development of enterprise technology company Pluralsight's 800,000-square-foot global headquarters within the Project Area. In addition to Pluralsight's creation of approximately 2,464 jobs over the next 10 years, the former gravel pit site will also benefit from new public infrastructure and improvements to existing roads. A future TRAX stop near Pluralsight's campus will allow the influx of employees to reduce their carbon emission footprint while sustainably navigating the City and generating positive effects that spill over the Project Area boundaries and improve the entire community.

Utah Code 17C-5-105(1) Requirements

A) Subject to Section 17C-1-414, if applicable, include a boundary description and a map of the community reinvestment project area

Project Area Map



Boundary Description

That area of incorporated Draper City known as the South Mountain Community Reinvestment Area located in the Southeast Quarter, and the Northeast Quarter of Section 12, Township 4 South, Range 1 West, and also the Southwest Quarter, and the Northwest Quarter of Section 7, Township 4 South, Range 1 East of the Salt Lake Base and Meridian.

Beginning at the Southwest corner of Draper City Parcel 3 as depicted on that Triton Terrace Subdivision Plat recorded in Book 2009, at Page 189 in the Office of the Salt Lake County Recorder, said point being the Southwest corner of the Southeast quarter of the Northwest quarter of said Section 7, and being N. 89°56'36" W. 1340.23 feet along the Quarter Section Line from the Center of said section 7; thence S. 01°04'31" W. 701.28 feet, more, or less, along the West line of the Northeast quarter of the Southwest quarter of said Section 7 to the Northerly right of way line of Highland Drive as depicted on that Dedication Plat recorded in Book 95-10P, at Page 274; thence along said right of way line the following two (2) courses; 1) N. 73°59'25" E. 5.36 feet to a 1008.06 foot radius curve to the left, (center bears N. 16°00'35" W.); 2) Westerly along the arc of said curve 634.42 feet through a central angle of 36°03'32" (long cord bears N. 55°57'39" W. 624.00 feet), more, or less, to the Southerly right of way of Bangerter Parkway; thence along said right of way the following three (3) courses; 1) N. 54°11'04" W. 33.59 feet; 2) N. 35°48'56" E. 8.11 feet to a 31.00 foot radius curve to the left, (center bears N. 54°10'58" W.); 3) Northerly along the arc of said curve 49.30 feet through a central angle of 91°07'08" (long cord bears N. 09°44'32" W. 44.27 feet); thence N. 36°06'28" E. 98.02 feet, more, or less, to the Northerly right of way of said Bangerter Parkway as depicted on that Dedication Plat recorded in Book 2012P, at Page 64, and the beginning of a non tangent 26.00 foot radius curve to the left, (center bears N. 34°55'53" E.); thence along said right of way the following two (2) courses; 1) Easterly 40.71 feet along the arc of said curve through a central angle of 89°43'17" (long cord bears N. 80°04'15" E. 36.68 feet; 2) N. 35°13'00" E. 4.00 feet; thence S. 54°48'12" E. 121.738 feet, more, or less, to the Southerly right of way of said Highland Drive; thence S. 34°57'25" W. 25.68 feet along said right of way to the beginning of a 20.00 foot radius curve to the left (center bears S. 55°02'12" E.) as depicted on that Traverse Ridge Road Dedication Plat recorded in Book 95-10P, at Page 275; thence Southeasterly along the arc of said curve 31.51 feet through a central angle of 90°16'43" (long cord bears S. 10°10'34" E. 28.35 feet) to the point of tangency on the Northerly right of way of said Traverse Ridge Road; thence S. 35°28'34" W. 84.00 feet, more, or less, to the Southerly right of way of said Traverse Ridge Road, and the beginning of a non-tangent 20.00 foot radius curve to the left (center bears S. 34°41'05" W.); thence Westerly along said right of way and the arc of said curve 30.69 feet through a central angle of 87°54'50" (long cord bears S. 80°43'39" W. 27.76 feet) to a point on a 1092.06 radius curve to the right (center bears N. 53°17'22" W.) said point being on the Southerly right of way of said Highland Drive as depicted on that Dedication Plat recorded in Book 95-10P, at Page 274; thence along said right of way the following five (5) courses; 1) Westerly along the arc of said curve 710.55 feet through a central angle of 37°16'48" (S. 55°21'02" W. 698.09 feet); 2) S. 73°59'25" W. 1489.71 feet to a 2162.85 foot radius curve to the left (center bears S. 16°00'35" E.); 3) Westerly along the arc of said curve 439.91 feet through a central angle of 11°39'13" (long cord bears S. 68°09'49" W. 439.15 feet) 4) S. 62°20'12" W. 205.13 feet to a 894.00 foot radius curve to the right, (center bears N. 27°39'48" W.); 5) Westerly along the arc of said curve 487.79 feet through a central angle of 31°15'45" (long cord bears S. 77°58'03" W. 481.77 feet) to the Easterly right of way line of the UTA Railroad Property/Corridor; thence along said right of way line the following two (2) courses; 1) N. 50°33'13" E. 455.81 feet to a 1610.00 foot radius curve to the left, (center bears N. 39°26'46" W.); 2) Northeasterly along the arc of said curve 365.60 feet through a central angle of 13°00'39" (long cord bears N. 44°02'53" E. 364.82 feet) to that property conveyed to Draper City as described in that Quitclaim Deed recorded in Book 10650, at Page 3614; thence the following twenty nine (29) courses along said property; 1) N. 52°19'41" W. 14.93 feet; 2) N. 37°08'50" E. 60.64 feet to a 609.21 foot radius curve to the left (center bears N. 53°13'27" W.); 3) Northeasterly along the arc of said curve 61.41 feet through a central angle of 05°46'31" (long cord bears N. 33°53'17" E. 61.38 feet) to a 1462.92 foot radius curve to the left (center bears N. 57°00'44" W.); 4) Northeasterly along the arc of said curve 123.40 feet through a central angle of 04°49'58" (long cord bears N. 30°34'17" E. 123.36

feet); 5) N. 26°55'55" E. 83.85 feet to a 183.29 foot radius curve to the right (center bears S. 63°57'58" E.); 6) Northeasterly 33.48 feet along the arc of said curve through a central angle of 10°27'51" (long cord bears N. 31°15'58" E. 33.43 feet); 7) N. 18°40'49" E. 190.31 feet; 8) N. 16°39'18" E. 109.76 feet to a 830.00 foot radius curve to the right (center bears S. 73°20'42" E.); 9) Northeasterly along the arc of said curve 311.84 feet through a central angle of 21°31'35" (long cord bears N. 27°25'05" E. 310.00 feet); 10) N. 38°10'52" E. 79.85 feet; 11) N. 32°43'48" E. 125.99 feet; 12) N. 43°50'20" E. 21.33 feet; 13) N. 29°52'47" E. 28.30 feet to a 387.00 foot radius curve to the right (center bears S. 60°07'13" E.); 14) Northeasterly along the arc said curve 166.28 feet through a central angle of 24°37'07" (long cord bears N. 42°11'20" E. 165.01 feet); 15) N. 54°29'54" E. 23.08 feet; 16) N. 60°17'46" E. 202.11 feet; 17) N. 60°31'33" E. 903.85 feet; 18) N. 66°12'18" E. 15.43 feet to a 295.00 foot radius curve to the left (center bears N. 23°47'42" W.); 19) Northeasterly along the arc of said curve 29.40 feet through a central angle of 05°42'38" (long cord bears N. 63°20'59" E. 29.39 feet); 20) N. 60°29'40" E. 807.95 feet; 21) N. 29°30'20" W. 2.38 feet; 22) N. 60°31'42" E. 179.64 feet to a 217.50 foot radius curve to the right (center bears S. 18°52'52" E.); 23) Northeasterly along the arc of said curve 59.21 feet through a central angle of 15°35'51" (long cord bears N. 78°55'04" E. 59.03 feet); 24) N. 86°42'59" E. 75.98 feet to a 82.50 foot radius curve to the left (center bears N. 03°17'01" W.); 25) Northeasterly along the arc of said curve 37.91 feet through a central angle of 26°19'48" (long cord bears N. 73°33'05" E. 37.58 feet); 26) N. 60°23'11" E. 20.00 feet; 28) S. 29°36'49" E. 39.38 feet; 29) S. 60°30'05" W. 1025.87 feet, more, or less, to the West line of the Southeast quarter of the Northwest quarter of said Section 7; thence S. 0°29'31" E. 229.36 feet, more, or less, along said West Line to the northwest corner of said Draper City Parcel 3; thence along the boundary of said parcel the following seven (7) courses; 1) N. 88°45'29" W. 30.61 feet; 2) S. 21°38'08" E. 132.11 feet; 3) East 39.31 feet; 4) S. 14°02'34" W. 84.49 feet; 5) S. 02°46'45" E. 113.81; 6) S. 08°15'48" E. 163.42 feet; 7) S. 24°07'24" E. 69.32 feet; 8) N. 89°56'36" W. 150.22 to the point of beginning. The above described area contains 63.484 acres, more, or less.

Project Area Parcels

Parcel ID	District	Owner	Address	Taxable Value	Acreage
33124000180000	55	TRIPLE S INVESTMENT COMPANY	65 E HIGHLAND DR	\$ 215,400	1.12
33124000290000	55	CELTIC INVESTMENT, INC	102 W HIGHLAND DR	\$ 1,957,400	9.51
34071001420000	55	DRAPER CITY	65 E HIGHLAND DR	\$ -	5.93
34071760210000	55	DRAPER CITY	275 E HIGHLAND DR	\$ -	1.22
34073000180000	55	TRIPLE S INVESTMENT COMPANY	65 E HIGHLAND DR	\$ 5,209,900	55

B) Contain a general statement of the existing land uses, layout of principal streets, population densities, and building intensities of the community reinvestment project area and how each will be affected by the project area development

Land Uses

Existing: The 72-acre Project Area consists solely of vacant land.

Anticipated: The Project Area, a former gravel pit site, will be redeveloped and transformed into an approximately 800,000-square-foot, high-wage employment center.

Layout of Principal Streets

Existing: The southern boundary of the Project Area follows Highland Drive from the Porter Rockwell Trail to South Bangerter Parkway.

Anticipated: Road improvements are expected to occur on Highland Drive, with the possibility of adding a traffic light to improve public safety and accommodate the daytime employment population.

Population Densities

Existing: The Project Area consists solely of vacant land.

Anticipated: Pluralsight's global headquarters will create approximately 2,464 high-wage jobs, in addition to the roughly 600 employees currently located in Davis County, Utah.

Building Intensities

Existing: The Project Area consists solely of vacant land.

Anticipated: During the first 10 years of the Project Area life, the developer anticipates constructing 800,000 square feet of office space that will provide the necessary amenities and infrastructure for Pluralsight's campus.

C) State the standards that will guide the project area development

The Draper City General Plan will guide Project Area development. A few of the land use and character standards articulated in the General Plan have application to the proposed development:

- Ensure a rich variety of living, working, and leisure environments that visually, aesthetically, socially, and economically complement one another.
- Encourage the integration of uses including residential, retail, office, and light industrial uses in specific areas supported by compatible transit infrastructure.
- Create an unsurpassed quality of life and aesthetic experience for citizens and visitors.



Photo courtesy of Pluralsight

D) Show how the project area development will further purposes of this title (17C)

The Project Area will redevelop a gravel pit site and leverage private investment to support all direct, indirect, and induced economic growth and activity associated with the constructing of Pluralsight's global headquarters.

E) Be consistent with the general plan of the community in which the community reinvestment project area is located and show that the project area development will conform to the community's general plan

The Draper City General Plan includes the following objectives that the Project Area will support and conform to:

- Economic Vitality Goal 1.2 calls for targeting technology related research and development, as well as corporate or regional headquarters.
- Economic Vitality Goal 3.1 recommends supporting businesses through economic development programs and resources.
- Economic Vitality Goal 4.6 encourages a variety of outdoor recreational opportunities.
 - Note: The Project Area includes a portion of the Porter Rockwell Trail that offers residents, visitors, and job center employees the opportunity to improve their well-being through walking, running, and biking.
- Economic Vitality Goal 5.6 suggests improving pedestrian, bicycle, and mass transit networks to provide alternative modes of transportation to access commercial centers.
- Economic Vitality Goal 6.2 supports the redevelopment of underutilized or vacant parcels.

F) If applicable, describe how project area development will eliminate or reduce blight in the community reinvestment project area

Not applicable.

G) Describe any specific project area development that is the object of the community reinvestment project area plan

The Project Area will include the development of Pluralsight's 800,000-square-foot global headquarters and associated amenities.

H) If applicable, explain how the agency plans to select a participant

The Agency anticipates entering into a post-performance tax increment reimbursement agreement with Pluralsight's selected developer. Tax increment reimbursements will only be provided following significant up-front private investment that generates tax increment above the baseline assessed taxable value within the Project Area, as well as Pluralsight achieving benchmarks that conform to its Economic Development Tax Increment Finance ("EDTIF") commitment from the Governor's Office of Economic Development ("GOED").

I) State each reason the agency selected the community reinvestment project area

1. The Project Area will facilitate the redevelopment of a vacant gravel pit.
2. The Project Area will house Pluralsight's global headquarters and is expected to create up to 2,464 jobs with wages (in aggregate) that exceed 110 percent of the county average wage.
3. The Project Area will include a future TRAX transit stop, thus creating a transit-oriented development.

J) Describe the physical, social, and economic conditions that exist in the community reinvestment project area

The Project Area is comprised of five vacant parcels of land. The Project Area is strategically located directly east of Interstate 15 and at the confluence of future Red and Blue TRAX lines.

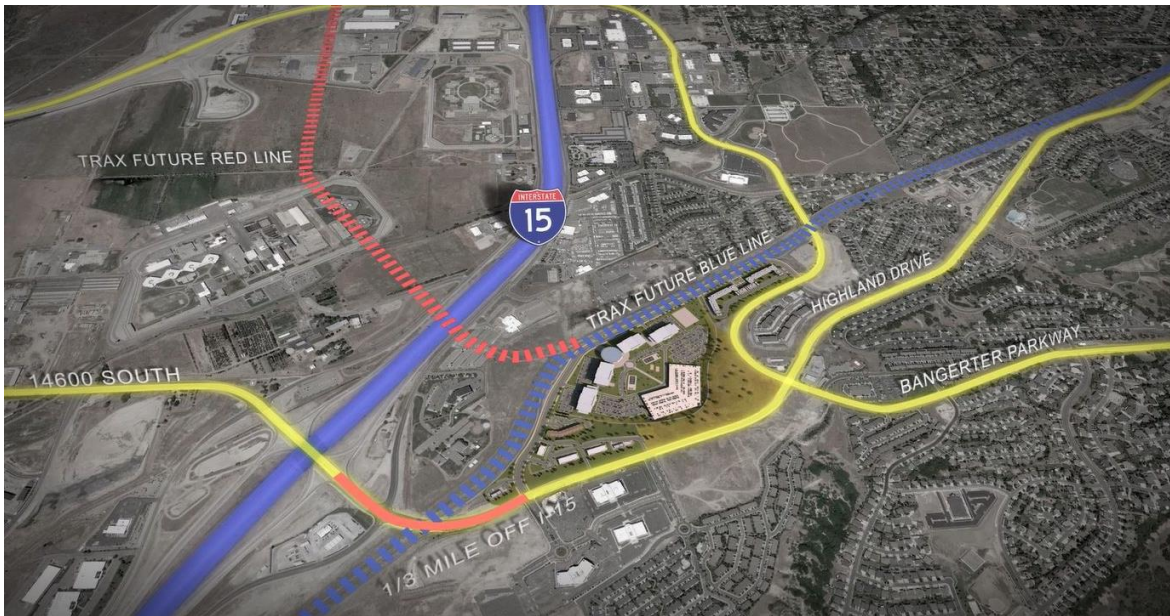


Photo courtesy of Pluralsight

K) Describe each type of financial assistance that the agency anticipates offering a participant

The Agency intends to enter into a post-performance tax increment reimbursement agreement with the Project Area developer. The developer will receive a portion of the tax increment generated within the Project Area that is above the agreed upon base taxable value at the onset of the project. Additionally, the Agency will set-aside 10% of tax increment toward targeted housing uses as required by Utah Code Title 17C.

L) Report the results of the public benefit analysis

i) The following analysis shall consider the benefit of any financial assistance or other public subsidy proposed to be provided by the agency, including:

A) An evaluation of the reasonableness of the costs of the proposed project area development

The City plans to use \$7.5 million of the tax increment generated to make public infrastructure improvements along Highland Drive. Pluralsight and their developer anticipate private investment in the Project Area to exceed \$300 million within the first ten years of the Project Area's life. This extraordinary private investment will provide a great benefit to the City and is deemed reasonable by the Agency.

B) Efforts that have been, or will be made, to maximize private investment

The Project Area's catalyst, Pluralsight's global headquarters, will provide an extraordinary amount of private investment within a Project Area solely comprised of vacant land. While private investment will exceed \$300 million in the Project Area, public participation will not exceed a 75% participation rate from any taxing entity. The Agency will provide assistance in the form of post-performance tax increment reimbursements to ensure private investment and job creation has been realized. Additionally, the Agency will impose a cap (\$) within its reimbursement agreement to ensure that public expenses are controlled and that the upside of the Project Area's success is passed on to the City's resident taxpayers.

	Phase 1	Phase 2	Phase 3	Phase 4
Estimated Completion	2020	2023	2026	2029
Office (ft. ²)	350,000	150,000	150,000	150,000
Building Construction Investment	\$101,000,000	\$43,000,000	\$63,000,000	\$53,000,000
Personal Property Investment	\$17,500,000	\$7,500,000	\$7,750,000	\$8,000,000

	Building Construction	Personal Property Investment	
	\$260,000,000	\$40,750,000	
Project Area Acres	72	72	Total
Private Investment per Acre	\$3,611,111.11	\$565,972.22	\$4,177,083.33

- C) *The rationale for the use of project area funds, including an analysis of whether the proposed project area development might reasonably be expected to occur in the foreseeable future solely through private investment*

The Agency's rationale for use of Project Area funds includes the following:

- The State of Utah manages a sophisticated and well vetted EDTIF incentive program. In September of 2017, GOED's Board of Directors approved Pluralsight for an EDTIF post-performance refundable tax credit for 25% of the \$86 million of new state revenue Pluralsight would generate through the creation of 2,464 jobs. That number of jobs represents \$1,421,599,490 in total new state wages. The agreement requires a local incentive proposal to be brought before the Board of Directors in order for the company to be eligible for the state incentive. The City is pleased to partner with the State of Utah in fulfilling its EDTIF requirement of Pluralsight.
- For years, the Agency and Pluralsight's developer have not been able to field a development proposal of this magnitude and cohesion at the site of the Project Area. It is the Agency's opinion that the presence of a global headquarters in its City and Salt Lake County wouldn't be feasible or occur in the foreseeable future solely through private investment without public participation.

The Agency has conducted an analysis that compares an adjacent development to underscore the need for, and benefits from, public assistance:

Given the proximity to the Point of the Mountain, Silicon Slopes, and the property that will be available after the prison relocates, it is likely that the property included in this Project Area would be developed at some point. However, it is unlikely that a development of this magnitude and impact would develop on its own. This is apparent when viewing a development across the street (Highland Drive) from the Project Area that has been developed in the last few years.

As projected in the Project Area, the comparison properties' values grew primarily from capital investment into the development. The combined 2014 value for the properties was \$18,519,200. The assessed taxable value of the properties in 2018 was \$67,282,500, a 363% increase. Projected over a similar 5-year time period, the Project Area is anticipated to grow from its current value of \$7,382,700 to \$155,494,300, an increase of 2,206%. Furthermore, the proposed Project Area would see multiple rounds of capital investment, which

would result in continued improvement and stimulate growth beyond the Project Area boundaries, as mentioned above.

	Years 1-5	
	Increase (\$)	Increase (%)
Comparison Property	\$48,763,300	363%
South Mountain CRA	\$155,494,300	2,206%

Beyond the increases in taxable value, the Project Area will have a significant employment impact on the area. If estimates are met, there will be 34 new jobs per acre in the Project Area. Furthermore, as mentioned above, the Project Area will include the global headquarters of a Utah-based company, as well as improved bicycle, pedestrian, and recreational trail networks. This is in stark contrast to the sprawling parking lots that comprise the majority of the acreage in the comparison development across Highland Drive.



Comparison Property

The Project Area is necessary to support the comprehensive and significant development that includes dramatic increases in property values, significant employment development and employment density, and recreational amenities that will accompany the development. When compared with nearby properties, it is evident the Project Area is essential to supporting the project and its myriad benefits.

- D) An estimate of the total amount of project area funds that the agency intends to spend on project area development and the length of time over which the project area funds will be spent

The Agency's tax increment reimbursement agreement will be capped at \$23,031,983. Over the 20-year life of the Project Area, the following increment distributions are proposed:

Commitments

- Mandatory Housing Set-Aside: \$5,001,553
- Public Infrastructure Expenditures: \$7,500,000
- Agency Administration: \$2,500,776

Reimbursement Agreement

- Post-Performance Job Creation: \$21,547,647
- Performance-Based Education Program with Canyons School District: \$1,484,336

Total Anticipated Tax Increment Generated (Commitments + Reimbursement Agreement)

- \$50,015,527

ii) The anticipated public benefit derived from the proposed project area development, including:

A) *The beneficial influences on the community's tax base*

Sales tax is the primary revenue source for the City. This Project Area will generate substantial property tax through the construction of new commercial property, which will strengthen the City's economic well-being and its desire to not raise taxes on its residents. Further, the property tax benefits will amplify upon expiration of the Project Area. The Project Area's taxable value in 2017 totaled \$7,382,700. If the Project Area parcels remained vacant and no development occurred, there would be little increase in value; however, it's anticipated that the project's first year would yield \$106,791,200 in incremental taxable value above the \$7,382,700 baseline. The incremental taxable value above the baseline is expected to reach \$285,033,200 by the tenth year of tax increment collection.

B) *The associated business and economic activity the proposed project area development will likely stimulate*

The Project Area will house Pluralsight's global headquarters and is expected to create up to 2,464 jobs, in addition to their 600 existing Utah-based jobs, with wages that exceed 110 percent (in aggregate) of the county average wage. Such an influx of high wage jobs will provide a base of daytime residents that will undoubtedly boost sales tax revenues within the City. Additionally, it's likely that a portion of new employees will make the City their home in which they live, work, and play. Pluralsight also serves 40 percent of Fortune 500 companies, which will create opportunities for high-level executives to visit the City and patronize local hotels, restaurants, and other amenities. It's also important to note that Pluralsight will be another Silicon Slopes anchor of the City, and the company's guests will become aware of the development opportunities that abound at the Point of the Mountain.

C) *Whether the adoption of the proposed community reinvestment project area plan is necessary and appropriate to undertake the proposed project area development*

The Project Area is necessary to support the extraordinary capital investment that is required in developing a state-of-the-art global headquarters for one of Utah's most promising homegrown businesses and its daytime influx of high-wage employees. The public investment assures that a comprehensive global headquarters will develop in a timely manner and the construction costs, combined with high-wage jobs, deems this project an appropriate undertaking that will position the City as a business and technology leader with an unrivaled experience and quality of life for its visitors and residents.

D) *Whether the adoption of the proposed community reinvestment project area will be a benefit or a burden on the participating school district*

Canyons School District (“CSD”) is the participating school district in the proposed Project Area. According to CSD, \$7,845 will be spent per pupil in the 2018-2019 school year. In order to understand the impacts an influx of approximately 2,464 new jobs could have on CSD’s ability to meet student needs, an analysis of potential scenarios was required.

The analysis included several key assumptions: 1) the 2,464 new employees would follow trends of the Utah population as a whole; 2) children under 18 years of age comprise 29.4% of the total population in Utah; 3) per-pupil spending will increase each year over the 20-year project duration; 4) the creation of 2,464 jobs will occur over the 20-year project duration; and 5) not all new employees will reside within CSD.

In order to estimate the number of new children that will take advantage of CSD’s services, first the total new population was estimated using various marriage rates:

Approximate Number of New Employees: 2,464					
Marriage Rate	Spouse Multiplier	Adult Population (New Employees x Spouse Multiplier)	Total Population¹ (Adult Population / 0.706)	Total Children under 18 (Total Population x 0.294)	Average New Children Per Year (Total Children / 20 years)
100%	2	4,928	6980.17	2052.17	102.61
75%	1.75	4,312	6107.65	1795.65	89.78
65%	1.65	4,065.6	5758.64	1693.77	84.69
50%	1.5	3,696	5235.13	1539.13	76.96
33%	1.33	3,277.12	4641.81	1364.69	68.23
25%	1.25	3,080	4362.61	1282.61	64.13

The “Spouse Multiplier” accounts for the addition of a spouse for a certain percentage of the population (e.g., a marriage rate of 100% means that each employee has a spouse, which doubles the number of people counted in the adult population). “Total Population” is derived from knowing that, if children comprise 29.4% (0.294) of the total population, adults comprise 70.6% (.706); thus, adult population is divided by .706 to arrive at the total population (adults plus children). “Total Children under 18” is 29.4% of “Total Population.” While analysis was performed on a variety of marriage rate scenarios, the marriage rate in Utah for adults aged 20-64 (prime working age) is 65%. Scenarios above 65% marriage rate are unlikely.

In order to understand whether the influx of children would be a cost burden on CSD, per-pupil spending was forecast over the duration of the project. Forecasts were based on actual budgeted per-pupil spending between the 2014-15 school year and the 2018-19 school year:

¹ Adult population = 0.706 * Total Population $\rightarrow y = 0.706 * x \rightarrow \frac{y}{0.706} = x$

	Actual Budgeted Spending Per Pupil				
School Year	14-15	15-16	16-17	17-18	18-19
Spending Per Pupil	\$6,606.00	\$7,063.00	\$7,126.00	\$7,784.00	\$7,845.00
Average Annual Spending Increase	4.46%	Average Annual Per-Pupil Spending (2020-2040)		\$13,366.22	

With an average per-pupil cost of \$13,366.22 over the course of the project, average annual new tax revenues that will be collected during the 20-year project life (\$434,859.88) allow for an average of 32.5 new students each year. It should also be noted that this projected average revenue is over six times the projected baseline taxable values averaged over the same 20-year time period (\$63,867.13).

As stated in the assumptions, it is assumed that not all new employees will reside in CSD. Various scenarios were analyzed based on the above population numbers for different residency rates and averaged over the 20-year duration of the project:

	Marriage Rates				
Residency Rates	75%	65%	50%	33%	25%
75%	67.4	63.5	57.7	51.2	48.1
66%	59.3	55.9	50.8	45.1	42.3
50%	44.9	42.3	38.5	34.1	32.1
40%	35.9	33.9	30.8	27.3	25.7
33%	29.6	27.9	25.4	22.5	21.2
25%	22.5	21.2	19.2	17.1	16.0
10%	9.0	8.5	7.7	6.8	6.4

Each cell in the above table represents the projected average number of new students into CSD each year at the corresponding marriage and residency rates. Cells highlighted in green are below the maximum number of students that could be accounted for (32.5) with the forecasted new tax revenues for CSD (30% collection). It is important to remember that Utah's average marriage rate is 65%, so scenarios above the 65% marriage threshold are unlikely; however, they were included for completeness.

Pluralsight currently has two locations, located within two separate school districts. Based on current employee counts and residency locations, only 40% of employees live within the same school district as the Pluralsight campuses are located. It is reasonable to assume that similar residency rates would apply to new jobs created within the Project Area, especially when considering the proximity to Utah County and the planned TRAX transit line extension to the Project Area.

Matching the current employee residency rate (40%) and the Utah average marriage rate (65%), the estimated number of new pupils each year over the project's 20-year duration is 34. While this number exceeds the 32.5-student limit that projected new tax revenue would

support, it is important to note a few key shortcomings of these assumptions: 1) above numbers assume that all children under 18 are school-aged; 2) all school-aged children attend CSD schools rather than private schools; 3) the assumptions are based on averages, which means that in actuality, there will be some years, especially early in the process, with revenue surpluses; and 4) millennials comprise 42.6% of the “Tech” industry workforce.² Marriage rates are significantly lower for younger individuals, so a marriage rate of 65% is likely a high estimate.

In light of these analyses, it is unlikely that any costs induced by an increased population would exceed the revenue generated for CSD by this project. Furthermore, after the 20-year project timeline, the school district will receive its full share of the taxable value of the property, which is projected to exceed \$1.7 million in tax revenue annually.

² <https://www.visier.com/wp-content/uploads/2017/09/Visier-Insights-AgeismInTech-Sept2017.pdf>

Exhibit B

[illegible]

Exhibit C

**SALT LAKE COUNTY COUNTYWIDE POLICY:
COUNTY PARTICIPATION IN TAX INCREMENT FINANCED PROJECT AREAS
(2018)**

Purpose –

The purpose of this policy is to establish procedures and guidelines for Salt Lake County's (the "County") participation in tax increment financed project areas established under Utah Code Title 17C, by redevelopment agencies within Salt Lake County (hereinafter "Project Areas").

Salt Lake County is the most populous county in the State of Utah. As such, decisions made by the County have a significant impact on the continued prosperity of the State. The County's responsible use of scarce public resources—specifically the use of Project Area funds—should be focused on encouraging economic development, fostering healthy communities, and supporting environmentally and economically sustainable regional development to ensure a thriving metropolitan economy. The County supports collaborative community-led efforts to effectively manage commercial and residential development and redevelopment to meet the robust growth anticipated in our valley. The County's participation in supporting Project Areas shall be based in part on the proposal's linkage to various long-term sustainable growth strategies and plans, which shall include application of the Wasatch Choice for 2050* principles and toolbox, regional plans developed in collaboration with and adopted by local stakeholders, and Salt Lake County ordinances. Additionally, Salt Lake County's participation in Project Areas will be guided by directives such as the Foothill Canyons Overlay Zone (FCOZ) or Blueprint Jordan River, which have been formally endorsed and/or adopted by Salt Lake County via resolution, policy, or ordinance.

The County's participation in a Project Area will include a negotiation process that will define the terms of the County's involvement. Guidelines to assist this process have been created to educate requesting agencies, guide the negotiation process, and allow the public to be informed. In certain cases, an application ("Project Area Participation Request") may have unique characteristics that do not fully conform to the guidelines, yet have significant community impact. In this case, the County reserves the right to participate at or above the stated participation rates outlined in the policy. Conversely, there may be a project that meets the guidelines, but the County does not believe serves a significant community benefit. In this case, the County reserves the right not to participate. Project Area proposals that contain a majority of Favorable Project Area Considerations listed below and provide significant community benefit will receive the most favorable terms.

This policy shall be administered in accordance with the requirements and limitations of federal, state, and local law, including Utah Code, Title 17C, Chapter 4. Meeting policy guideline criteria does not guarantee the award of County tax increment. Per Title 17C of the Utah Code, for most Project Areas, the County's consent shall be expressed in the form of an interlocal agreement, under Title 11, Chapter 13, Interlocal Cooperation Act, between the County and the redevelopment agency. Further, the County will entertain proposals by any participating taxing entity to administer the payment, reporting, and other processes that they are required to perform as part of an approved Project Area. The County's agreement to participate or not participate in one Project Area is not intended to set precedent for the County's participation in another Project Area.

* <http://envisionutah.org/wasatch-choice-2050>

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Reference –

Utah Code, Title 17C, Chapter 4

1.0 Policy

- 1.1 It is the policy of Salt Lake County to provide a standardized procedure to process, review, and make recommendations on all Project Area Participation Requests.
- 1.2 As Project Areas and tax increment financing are complex, the County may take up to 90 days following receipt of all requested documents to respond to Project Area Participation Requests. For this reason, the agency is encouraged to contact the County early in the process.

2.0 Project Area Considerations

2.1 Primary Favorable Project Area Considerations

Tax increment financed projects (hereinafter “Projects”) within Project Areas meeting the following criteria will be viewed favorably by the County:

- 2.1.1 Projects that would not happen in a reasonable timeframe, or at the proposed amenity level, “but for” the creation of the Project Area and the use of tax increment financing.
- 2.1.2 Projects that are transit-oriented development (TOD) projects.
- 2.1.3 Projects that will create “new incremental jobs” that are “high paying jobs” within Salt Lake County, as such terms are defined in Section 63N-2-103 of the Utah Code.
- 2.1.4 Projects that include a significant amount of capital investment or capital density within a small geographic footprint—for instance, from taxable personal property or equipment (such as robotic machinery, electronic equipment, computing devices, etc.)—without substantially increasing the cost of services provided by the County or other taxing entities.
- 2.1.5 Projects that are located in a strategic growth area as defined in the Wasatch Choice for 2050 plan, regional plans developed in collaboration with and adopted by local stakeholders, and Salt Lake County ordinances.
- 2.1.6 Projects that will complement regionally significant community planning efforts, such as, but not limited to, Foothill Canyons Overlay Zone (FCOZ), Blueprint Jordan River, etc.

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- 2.1.7 Project Areas for which the County's tax increment participation period is limited to 20 years or less.
- 2.1.8 Project Areas for which the County's tax increment participation rate is limited to 75% or less.
 - 2.1.8.1 Notwithstanding Subsection 2.1.8, above, for projects that meet the criteria outlined in Subsection 2.1.4 and are at least \$100 million in both total capital investment and taxable value, the tax increment participation rate limit under Section 2.1.8 may exclude up to all available tax increment generated from personal property.
- 2.1.9 Project Areas for which the County's cumulative tax increment contribution to the agency is capped at a specified dollar amount.
- 2.1.10 Projects for which the County's tax increment dollars will be used primarily to pay for or reimburse the cost of "public infrastructure and improvements," as defined by Utah Code § 17C-1-102(41), environmental remediation, and/or site preparation.
- 2.1.11 Project Areas for which the local jurisdiction¹ is participating in the proposed project at a rate of at least \$1 for every \$1 contributed by the County from all sources, inclusive of any County Library contributions, either upfront or over the life of the proposed County contribution. The local jurisdiction can demonstrate that it is contributing other resources in addition to Project Area funds proceeds and infrastructure, the value of which is equal to or greater than the prescribed ratio of participation.
- 2.1.12 Project Areas that are confined to a reasonably sized geographic footprint for the project's intended and defined purpose, and do not include excess land for yet-to-be defined future projects or project expansion.

2.2 Additional Favorable Project Area Considerations

Project Areas and Projects meeting the following additional criteria may be viewed favorably by the County:

- 2.2.1 Project Areas for which the proposed tax increment collection period is triggered on a specified date or upon achieving a specified dollar amount of capital investment within the Project Area.

¹ "Local jurisdiction" includes a City's Project Area participation plus any contribution from all other taxing entities (i.e., mosquito abatement district, water district, fire service area, law enforcement area, etc.) except for school district participation which is not included in the \$1:\$1 ratio calculation.

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- 2.2.2 Project Areas for which the proposed agency administrative fee is capped at a certain percentage of tax increment or specified dollar amount, a portion of which is provided to Salt Lake County on an annual basis to cover programmatic expenses including, but not limited to, tax increment analysis, legal overhead, and project reporting costs.
- 2.2.3 Project Areas that will provide an affordable housing set-aside to the Olene Walker Housing Loan Fund, to a housing authority that operates within Salt Lake County, or a city-led affordable housing project that works toward the creation of low-income housing units or a project collaboratively agreed upon by the County and the City.
- 2.2.4 Project Areas for which the County Library participation is equal to the school district participation.
- 2.2.5 Project Areas for which the County's tax increment participation amount or rate is conditioned upon achieving certain project benchmarks.
- 2.2.6 Project Areas that will generate additional revenue to the County and its local taxing partners through the creation of higher property assessment values.
- 2.2.7 Project Areas where the environmental impact of power-consuming, water-consuming, or other resource-consuming personal property will be mitigated, to the maximum extent possible, by a renewable energy project, owned in full or part by a renewable energy company with headquarters in Salt Lake County, water conservation project, or other resource conservation project, whichever is applicable, with a portion of such project located within Salt Lake County.
- 2.2.8 Project Areas where best available water control technology is used.

2.3 Unfavorable Project Area Considerations

Project Areas and Projects meeting any of the following criteria may be viewed unfavorably by the County:

- 2.3.1 Projects that are predominately market-rate housing.
- 2.3.2 Projects that are predominately retail, unless there is a material justification to do so, which shall be evaluated on a case-by-case basis.
- 2.3.3 Projects that are predominately standalone single-family dwellings.
- 2.3.4 Projects that would merely cause a relocation of jobs or retail sales from one area in the County to another area in the County.

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- 2.3.5 Projects that would involve development on sensitive land designated as open space, foothill, canyon, or other County-designated priority areas.
- 2.3.6 Projects that would not comply with the Blueprint Jordan River Criteria.
- 2.3.7 Projects that request a contribution of the County's sales tax revenues.

3.0 Project Area Participation Request Timeline; Submission and Evaluation Process

Absent extenuating circumstances, County staff will attempt to respond to all completed Project Area Participation Requests within 90 days of receipt. The County and the agency submitting the Project Area Participation Request shall adhere to the following procedures:

- 3.1 Step One. The agency shall provide written notice to the County's Municipal Economic Development Director indicating its intent to create a Project Area, containing a short description of the proposed Project Area, and requesting the level of County participation. Following receipt of this written notice, the Municipal Economic Development Director shall direct the agency to submit a Project Area Participation Request and may arrange a meeting with agency representatives to discuss the proposed Project Area.
- 3.2 Step Two. The agency shall submit a completed Project Area Participation Request. The Project Area Participation Request shall be submitted through the County's Public Project Area Database, or as otherwise directed by the Municipal Economic Development Director. A completed Project Area Participation Request includes, but is not limited to, all of the following materials:
 - Project Area Participation Request Application
 - Project Area Boundary Map; (GIS boundary map with supporting files)
 - Detailed Narrative Project Area Summary
 - Final or Draft Project Area Plan
 - Final or Draft Project Area Budget (setting forth the tax increment, administrative costs, project term, pass-through scenarios, sales tax, and other revenues)
 - All Proposed or Adopted Agency and Community Resolutions and Ordinances related to the Project Area
 - All Proposed or Executed Participation Agreements with other Taxing Entities (if available)
- 3.3 Step Three. Following receipt of a completed Project Area Participation Request (including all of the materials listed in Section 3.2 above), the County Mayor shall conduct a due diligence review, negotiate the terms of an interlocal agreement with the agency (if applicable), and submit a written recommendation to the County Council

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indicating whether the County should participate in the proposed Project Area and to what extent.

- 3.4 Step Four. Following receipt of a written recommendation from the County Mayor, the County Council shall review the Mayor's recommendation and shall request a briefing at a Committee of the Whole Meeting, at which time the County Council may provide additional guidance. If any incentives are being offered to private enterprise, or if any participation agreements have been entered into or will be entered into with private enterprise, this must be disclosed or known publicly at, or prior to, the briefing during the Committee of the Whole Meeting.
- 3.5 Step Five. After the Committee of the Whole Meeting, the Mayor, or the Director of the County's Department of Regional Transportation, Housing and Economic Development, acting as the Mayor's designee for such matters, shall, consistent with the Mayor's recommendation and any guidance provided by the County Council, negotiate any additional or modified terms of an interlocal agreement with the agency, and work with the District Attorney's Office to draft a final interlocal agreement consistent with the negotiated terms. The Director of the County's Department of Regional Transportation, Housing and Economic Development shall then review and approve the interlocal agreement and submit it to the County Council for final approval.
- 3.6 Step Six. Upon receipt of the interlocal agreement, the County Council shall schedule a public hearing. At the public hearing, the County Council shall take public comment. Following the public hearing, the County Council shall either approve and adopt or deny and reject the proposed interlocal agreement in an open and public meeting. If at the public meeting the County Council votes to approve and adopt the interlocal agreement, the County Council shall adopt a resolution authorizing the County Mayor to execute the interlocal agreement in substantially the form submitted.
- 3.7 Step Seven. Following adoption of a resolution authorizing the County Mayor to execute the interlocal agreement, the County Mayor (or authorized designee) shall execute the same.

4.0 Interlocal Agreements

- 4.1 The County shall enter into an interlocal agreement with the requesting agency for each approved Project Area. Absent extenuating circumstances, the interlocal agreement shall be in the form prescribed by the County.
- 4.2 The interlocal agreement shall not be amended unless authorized and approved by the County Council in an open and public meeting following a public hearing.

5.0 Annual Disclosure Reports

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- 5.1.1 Each agency that receives tax increment from the County for a Project Area shall, for the duration of the Project Area funds collection period: (a) submit a disclosure report to the County Council and County Mayor no later than May 1st of each year for the previous calendar year; and (b) submit information (such as the annual report pursuant to Section 17C-1-603 of the Utah Code) to and otherwise participate in the County's Public Project Area Database (i.e., a database established by the County for the collection and display of Project Area information).
- 5.1.2 All annual disclosure reports submitted under this section shall be posted on a conspicuous place on the County's public website or posted to the County's Public Project Area Database, as determined by County staff.
- 5.1.3 The annual disclosure report shall include the following:
 - 5.1.3.1 The name, street and mailing address, phone number, business license number (if applicable), and chief officer of each entity receiving County tax increment.
 - 5.1.3.2 A status report and updated GIS map documenting the status of the economic development objectives completed in the approved Project Area plan and a summary of any material changes to said objectives.
 - 5.1.3.3 The applicable expenses and eligible project uses of the County's tax increment.
 - 5.1.3.4 Matching public and private contributions toward the project.
 - 5.1.3.5 Annual itemized reporting of completed and planned development expenditures and related agreements, to be published on the County's Public Project Area Database.
 - 5.1.3.6 Completed and planned affordable housing and other residential projects (if applicable).
 - 5.1.3.7 Any new company relocations and/or expansions.
 - 5.1.3.8 A statement reflecting the actual amount of County tax increment disbursed over the prior year as compared to the amount of tax increment projected for that year in the original project budget.
- 5.2 Any entity that fails to comply with the annual disclosure report obligations of this section may be subject to forfeiture of future County tax increment.

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6.0 Project Access

- 6.1 The County shall have access at all reasonable times to the development agency project records of any entity receiving the County's tax increment, whether directly or indirectly, to monitor the project and verify compliance with the Project Agreements.
- 6.2 Any agency that fails to provide the County access to the project site at a reasonable time may be subject to forfeiture of future County increment.

7.0 Administrative Fees:

A negotiated portion of the County's tax increment may be used for administrative fees of the agency. However, all agencies requesting tax increment from the County shall provide a negotiated percentage of administrative fees to Salt Lake County on an annual basis to help cover programmatic expenses, including, but not limited to, tax increment analysis, legal overhead, and project reporting costs.

APPROVED AND PASSED THIS ____ DAY OF _____, 2018.

SALT LAKE COUNTY COUNCIL

Aimee Winder-Newton, Chair

ATTEST:

Sherrie Swensen, County Clerk

APPROVED AS TO FORM

Deputy District Attorney

Date