

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is entered into by and between the **MILLCREEK COMMUNITY REINVESTMENT AGENCY**, 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, community reinvestment activities within Millcreek, Utah.

B. The governing body of the Agency adopted a resolution on May 14, 2018 authorizing the Agency to commence the process under the Act to create the Millcreek Center Community Reinvestment Project Area (the “Project Area”). The Agency and the Millcreek Council have prepared a proposed community reinvestment project area plan for the Project Area, attached hereto as **EXHIBIT A** (the Proposed Project Area Plan or, once adopted, shall be collectively 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 Project Area 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.

AGREEMENT:

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) Affordable Housing Set-Aside: As defined in Section 2.2 of this Agreement.
- (c) Agency: Millcreek Community Reinvestment Agency.
- (d) Agency Administrative Costs: As defined in Section 3.2 of this Agreement.
- (e) Agency Board: The governing body of the Agency.
- (f) Agency’s Share: As defined in Subsection 2.2(b) of this Agreement.
- (g) Annual Rebate: As defined in Subsection 2.2(b) of this Agreement.
- (h) Base Tax Year: The 2017 tax year, as defined in Section 2.1 of this Agreement.
- (i) Base Taxable Value: \$130,666,124, as defined in Section 2.1 of this Agreement.
- (j) City: Millcreek.
- (k) County: Salt Lake County, a body corporate and politic of the State of Utah.

- (l) County's Contribution: As defined in Subection 2.2(a) of this Agreement.
- (m) County Tax Increment: The Tax Increment attributable to the County's Tax Levies.
- (n) County's Tax Levies: The County's countywide and library tax levies.
- (o) Countywide Cap: As defined in Section 2.3 of this Agreement.
- (p) Effective Date: As defined in Section 7.1 of this Agreement.
- (q) Event of Default: As defined in Section 6.1 of this Agreement.
- (r) 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.
- (s) Library Cap: As defined in Section 2.3 of this Agreement.
- (t) 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.
- (u) Material Adverse Change: Any event, circumstance, fact, condition, development, or occurrence, directly caused by action or inaction by the Agency, 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.
- (v) 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.
- (w) Project Area Plan: As defined in the Recitals, above.
- (x) Project Area Budget: The Project Area Budget as once it has been adopted by the Agency Board in accordance with Section 17C-5-302 of the Act, attached hereto as EXHIBIT B.
- (y) Property: All locally-assessed and centrally-assessed real and personal property.

(z) Taxing Entities: Those public agencies 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.

(aa) 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.

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

(cc) Trigger Year: The 2020 tax year.

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 \$130,666,124 (the “Base Taxable Value”).

2.2. Payment of Tax Increment and Affordable Housing Set-Aside.

Payment of County Tax Increment. Subject to Sections 2.3, 2.4, and 2.5 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.

(a) 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 25% of any County Tax Increment it receives from the Salt Lake County Treasurer under this Agreement—that is, an amount equal to 25% 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 75% 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 25%—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.

(b) 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 15% of any Tax Increment it receives and retains from the Salt Lake County Treasurer—that is, an amount equal to 15% 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).

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:	\$4,250,245.00 (“ <u>Countywide Cap</u> ”)
(b)	<u>Library Tax Levy</u> :	<u>\$1,173,278.00</u> (“ <u>Library Cap</u> ”)
	TOTAL	\$5,423,523.00

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) Agency Approval of Project Area Plan. The Agency Board has, by resolution, approved the Project Area Plan attached hereto as EXHIBIT A in accordance with Sections 17C-5-104 and 17C-5-108 of the Act.

(b) City Adoption of the Project Area Plan. The legislative body of the City has, by ordinance, adopted the Project Area Plan attached hereto as EXHIBIT A as the official project area plan for the Project Area in accordance with Section 17C-5-109 of the Act and the legislative body of the City has provided notice of such adoption in accordance with Section 17C-5-110 of the Act.

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

(d) Adoption of the Project Area Budget. The Agency has, by resolution, adopted the Project Area Budget attached hereto as EXHIBIT B as the official project area budget for the Project Area in accordance with Section 17C-5-302 of the Act.

(e) 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 80% of its Tax Increment to the Agency for the duration of the Tax Increment Collection Period.

(f) 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 Benchmark.

(a) Unless each of the performance benchmarks listed under Subsection 2.6(b) have been achieved prior to September 30th of the tenth (10th) tax year of the Tax Increment Collection Period, then, starting with the eleventh (11th) tax year of the Tax Increment Collection Period, the Parties agree that:

(1) the Agency's Share of County Tax Increment under Subsection 2.2(b) will be reduced to 50% 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 50% or, in the event the Annual Rebate has been eliminated, by reducing the County's Contribution under Subsection 2.2(a) to 50%;

(2) the total amount of County Tax Increment that may be paid to the Agency during the Tax Increment Collection Period after deducting any Annual Rebates made to the County under Subsection 2.2(b) – that is, the Countywide Cap and Library Cap—will be reduced to the following amounts:

(i) Countywide Tax Levy: \$3,341,437

(ii)	<u>Library Tax Levy:</u>	<u>\$922,402</u>
	TOTAL	\$4,263,839

(3) The County will not seek repayment of and will waive any claim to any portion of the County Tax Increment that has already been paid to the Agency.

(b) Performance benchmarks:

(1) The assessed taxable value of Property within the Project Area, as determined by the Salt Lake County Assessor's Office and the Utah State Tax Commission, has exceeded Two Hundred Twenty-Two Million Five Hundred Twenty Thousand Two Hundred Four Dollars (\$222,520,204) on the lien date of any of the first ten (10) tax years of the Tax Increment Collection Period. This benchmark assessed taxable value is equal to eighty percent (80%) of the total assessed value projected by the Agency for the tenth year of the Tax Increment Collection Period in its Project Area Budget ($\$278,150,000 \times 0.80 = \$222,520,204$).

(2) The Agency has completed at least \$1,555,576 of infrastructure improvements as identified in the Project Area Plan. The \$1,555,576 figure is equal to approximately eighty percent (80%) of the County Increment through the tenth (10th) year of the Tax Increment Collection Period ($\$1,944,470 \times 0.80 = \$1,555,576$).

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.

(b) Business Relocation and Property Acquisition. The cost of property acquisitions and costs attributable to business relocation to achieve the goals of the Project Area Plan.

3.2. Allowable Agency Administrative Costs. The Agency may use up to 5% of County Tax Increment paid to the Agency under this Agreement to reimburse itself for administrative costs.

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 80% 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 representations made and information furnished to the County by the Agency in connection with the CRA participation request are 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 March 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**.

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. Costs and Expenses. The Agency shall pay all costs and expenses required in

connection with its obligations under this Agreement.

5.4. 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.

5.5. 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.

5.6. 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.

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

5.8. 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.

5.9. 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.

5.10. Affordable Housing Set-Aside. The Agency shall spend at least 80% of its Affordable Housing Set-Aside within 10 years of receipt for projects that satisfy Section 17C-1-412(1)(a) or pay such amount to the Housing Authority of the County of Salt Lake for use as provided in Section 17C-1-412(1)(b)(iii). The covenant contained in this Section 5.10 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 material 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 reasonable 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 remedies described below 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 have not been satisfied prior to that date; (ii) the date of the last payment of Tax Increment to the Agency as contemplated by this Agreement; or (iii) 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 copy 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: Millcreek Community Reinvestment Agency
3330 South 1300 East
Millcreek, Utah 84106
Attn: Mike Winder

To County: Salt Lake County
Regional Economic Development
2001 South State Street, S2-100
PO Box 144575
Salt Lake City, Utah 84114-4575
Attn: Mr. Blake Thomas

With a copy to: Office of the District Attorney
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) 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 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. 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 affects the Parties' intent in entering into this Agreement.

7.16. 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 or Designee

Dated: _____, 2019

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

**MILLCREEK COMMUNITY
REINVESTMENT AGENCY :**

By _____

Name: _____

Title: _____

Dated: _____, 2019

Approved as to Form and Legality:

ATTORNEY FOR AGENCY

By _____

Name: _____

Attorney for Agency

Dated: _____, 20____

LIST OF EXHIBITS

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

DRAFT PROJECT AREA PLAN

MILLCREEK CENTER COMMUNITY REINVESTMENT AREA (CRA)

MILLCREEK COMMUNITY REINVESTMENT AGENCY, UTAH



JANUARY 2019


LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.

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DRAFT

Definitions

As used in this Community Reinvestment Project Area Plan, the term:

"Act" shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.

"Agency" shall mean the Millcreek Community Reinvestment Agency, which is a separate body corporate and politic created by the City pursuant to the Act.

"Base taxable value" shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-1-102(8) from which tax increment will be collected.

"Base year" shall mean the agreed upon year for which the base taxable value is established and shall be incorporated into the interlocal agreements with participating taxing entities.

"Blight" shall mean the condition of an area that meets the requirements described in Subsection 17C-5-405.

"City" or "Community" shall mean Millcreek City.






"Legislative body" shall mean the City Council of Millcreek City, which is the legislative body of the City.

"Plan Hearing" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (41) and 17C-5-104(3)(e).

"Project Area" shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community reinvestment set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (**Exhibit A & Exhibit B**).

"Net Present Value (NPV)" shall mean the discounted value of a cash flow. The NPV illustrates the total value of a stream of revenue over several years in today's dollars.

"Project Area Budget" shall mean (as further described under 17-C-5-303 of the Act) the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area that includes:

-  the base taxable value of property in the Project Area;
-  the projected tax increment expected to be generated within the Project Area;
-  the amount of tax increment expected to be shared with other taxing entities;
-  the amount of tax increment expected to be used to implement the Project Area plan;
-  if the area from which tax increment is to be collected is less than the entire Project Area:

- the tax identification number of the parcels from which tax increment will be collected; or
- a legal description of the portion of the Project Area from which tax increment will be collected; and

for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

“Project Area Plan” or “Plan” shall mean the written plan (outlined by 17C-5-105 of the Act) that, after its effective date, guides and controls the community reinvestment activities within the Project Area. Project Area Plan refers to this document and all the attachments to this document, which attachments are incorporated by this reference. It is anticipated that the collection of tax increment to fund the MILLCREEK CENTER PLAN will be subject to a taxing entity committee within the Project Area.

“Taxes” includes all levies on an ad valorem basis upon land, local and centrally assessed real property, personal property, or any other property, tangible or intangible.

“Taxing Entity” shall mean any public entity that levies a tax on any property within the Project Area.

“Tax Increment” is as defined by the Act, but in general shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the Project Area using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the base taxable value of the property.

“Tax Increment Period” shall mean the period in which the taxing entities from the Project Area consent that a portion of their tax increment from the Project Area be used to fund the objectives outlined in the Project Area Plan.

“Tax Year” shall mean the 12-month period between sequential tax roll equalizations (November 1st - October 31st) of the following year, e.g., the November 1, 2017 - October 31, 2018 tax year.

To the extent of the foregoing terms are defined by the Act or other applicable statutory law, the definitions set forth in this document are supplemental to those statutory definitions and are intended as clarifications only.

Introduction

The Millcreek Community Reinvestment Agency (the “Agency”), following thorough consideration of the needs and desires of Millcreek City (the “City”) and its residents, as well as the City’s capacity for new development, has carefully crafted this draft Project Area Plan (the “Plan”) for the Millcreek Center Community Reinvestment Project Area (the “Project Area”). This Plan is the result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which includes land along both sides of 3300 South, between 900 East to the west and Highland Drive to the east. The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

The City has determined it is in the best interest of its citizens to assist in the redevelopment of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of development, scope, financing mechanism, and value to the residents of the City and other taxing entities within the Project Area.

The Project Area is being created to assist with the creation of a downtown within the City. The Millcreek City Center is envisioned as a remarkable and unique walkable mixed-use lifestyle center that serves as an amenity and central gathering place for the City and its residents.

The Project Area is being undertaken as a community reinvestment project area pursuant to certain provisions of Chapters 1 and 5 of the Utah Limited Purpose Local Governmental Entities – Community Reinvestment Agency Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have always been observed throughout the establishment of the Project Area. The realization of the Plan through tax increment funding is subject to a taxing entity committee.

Development within the Project Area will help eliminate or reduce blight by providing needed public improvements, encouraging rehabilitation and repair of deteriorated structures, facilitating land assembly and redevelopment which will result in employment opportunities and an expanded tax base; and by promoting redevelopment in accordance with applicable land use controls. This plan will guide and control the community reinvestment undertakings of the Project Area.


Resolution Authorizing the Preparation of a Draft Community Reinvestment Project Area Plan


Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a survey resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on May 14, 2018.

Utah Code
§17C-5-104

Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan

To adopt a community reinvestment project area plan, the Agency shall;

-  Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law;

-  Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for informing the public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and
 - Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.

UTAH CODE
§17C-5-105(1)

Description of the Boundaries of the Proposed Project Area

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area includes parcels along both sides of 3300 South, between 900 East to the west and Highland Drive to the east.

As delineated in the office of the Salt Lake County Recorder, the Project Area encompasses all the parcels detailed in **Exhibit C**.

UTAH CODE
§17C-5-105(2)

General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Densities and How They Will be Affected by the Project Area

General Land Uses

The property within the Project Area is currently zoned for commercial and residential uses. This Project Area Plan is consistent with the General Plan of the City. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Project Area Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

Layout of Principal Streets

There are numerous public streets within the Project Area. These streets are outlined in the attached map in **Exhibit A**.

Population Densities

There are 69 residences within the Project Area, including multiple apartments, duplexes & other multi-family housing complexes. The average household size within Salt Lake County is 2.97. Therefore, it is estimated that there is a population of approximately 205 within the Project Area, or 1.95 persons per acre. It is anticipated that the Project Area development will increase the population size within the Project Area.

Building Densities

There are currently 206 buildings within the Project Area. It is anticipated that the redevelopment of the Project Area will result in additional buildings and increased density within the City Center.

Impact of Community Reinvestment on Land Use, Layout of Principal Streets, and Population Densities

Community reinvestment activities within the Project Area will mostly consist of redevelopment of underutilized areas.

Land Use – It is anticipated that future development within the Project Area will include: residential, commercial, office and public gathering space

Layout of Principal Streets – It is anticipated that the community reinvestment of the Project Area will not alter the layout of the principal streets in the area. Future Development may include altering secondary streets and constructing new streets.

Population Densities –The Project Area will include residential development; therefore, the population density will increase within the Project Area.

UTAH CODE
§17C-5-105(3)

Standards Guiding the Community Reinvestment

To provide maximum flexibility in the development and economic promotion of the Project Area, and to encourage and obtain the highest quality in development and design, specific development controls for the uses identified above are not set forth herein. Each development proposal in the Project Area will be subject to appropriate elements of the City's proposed General Plan; the Zoning Ordinance of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the Agency, other applicable building codes and ordinances of the City; and, as required by ordinance and agreement, review and recommendations of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or a developer shall be accompanied by site plans, development data and other appropriate material that clearly describes the extent of proposed development, including land coverage, setbacks, height and massing of buildings, off-street parking and loading, use of public transportation, and any other data determined to be necessary or requested by the Agency or the City.

UTAH CODE
§17C-5-105(4)

How the Purposes of this Title Will Be Attained By Project Area Development

It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate the development within the Project Area

UTAH CODE
§17C-5-105(5)

Conformance of the Proposed Development to the Community's General Plan

The proposed Community Reinvestment Project Area Plan and the development contemplated are consistent with the City's proposed General Plan and land use regulations.

Describe any Specific Project or Projects that are the object of the Proposed Community Reinvestment

UTAH CODE
§17C-5-105(7)

The Project Area is being created to assist with the creation of a downtown within the City. The Millcreek City Center is envisioned as a remarkable and unique walkable mixed-use lifestyle center that serves as an amenity and central gathering place for the City and its residents. The Project Area will include residential, office, commercial & public gathering spaces. The city center area is envisioned as a place where mixed use buildings will rise between four and seven stories, with the potential for a flagship mixed use building rising 15 stories.

UTAH CODE
§17C-5-105(8)

How the Agency Plans to Select a Participant

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDC Utah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers may need to provide a detailed development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

UTAH CODE
§17C-5-105(9)

Reason for Selection of the Project Area

As Utah's newest city, Millcreek currently lacks a central downtown area. City residents, leaders & other key stakeholders have identified the Project Area as the future site of the City's downtown center. Much of the Project Area is currently underutilized and has suffered from a lack of investment over the last few decades. With tax increment, the City and Agency believe the Project Area will serve as an amenity and central gathering space for the whole City and will serve as an engine of population and tax base for the City.

UTAH CODE
§17C-5-105(10)

Description of Physical, Social and Economic Conditions Existing in the Project Area

Physical Conditions

The Project Area consists of approximately 105 acres of relatively flat, privately and publicly owned land as shown on the Project Area map.

Social Conditions

There are currently 69 residential units within the Project Area. There are currently no parks or other social gathering spaces within the Project Area

Economic Conditions







The Agency wants to encourage upgrades and improvements within the Project Area that will directly benefit the existing economic base of the City.

UTAH CODE
§17C-5-105(11)

Description of any Financial Assistance that the Agency Anticipates Offering a Participant

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, on-site improvements, desirable Project Area improvements, land assemblage, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems to be appropriate under the circumstances.

In general, tax incentives may be offered to achieve the community development goals and objectives of this plan, specifically to:

-  Foster and accelerate economic development;
-  Stimulate job development;
-  Promote the use of transit and the walkability of the area;
-  Make needed infrastructure improvements to roads, street lighting, water, storm water, sewer, and parks and open space;
-  Assist with property acquisition and/or land assembly; and
-  Provide attractive development for high-quality tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity.

UTAH CODE
§17C-5-105(12)

Anticipated Public Benefit to be Derived from the Community Development

The Beneficial Influences upon the Tax Base of the Community

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and affordable housing opportunities in the community. The increased revenues will come from the property values associated with new construction in the area.

Job growth in the Project Area will result in increased wages, increasing local purchases and benefiting existing businesses in the area. Job growth will also result in increased income taxes paid. Additionally, business growth will generate corporate income taxes.

There will also be a beneficial impact on the community through increased construction activity within the Project Area. Positive impacts will be felt through construction wages paid, as well as construction supplies purchased locally.

“But For” Analysis

“But-for” the creation of the CRA and public participation, the costs associated with creating a city center, including: land assemblage, parking structures, site improvements, etc. will be too high and the land within the Project Area will remain in its current state.

Cost/Benefit Analysis

Based on the land use assumptions and tax increment participation levels, the following tables outline the benefits anticipated in the Project Area. As shown below, the proposed community reinvestment will create a net benefit to the City and the other taxing entities that participate in the Project Area.

TABLE 1: PROJECT AREA REVENUES

Entity	Property Tax	Sales Tax	Total Revenues
Salt Lake County	\$5,666,993	\$4,298,657	9,965,650
Salt Lake County Library	1,564,370	-	1,564,370
Granite School District	21,889,987	-	21,889,987
Millcreek City	5,630,613	2,456,375	8,086,988
South Salt Lake Valley Mosquito Abatement District	41,978	-	41,978
Mt. Olympus Improvement District	780,786	-	780,786
Central Utah Water Conservancy District	1,119,406	-	1,119,406
Unified Fire Service Area	5,199,641	-	5,199,641
Total Revenues	\$41,893,774	\$6,755,032	\$48,648,806

TABLE 2: PROJECT AREA EXPENDITURES

Entity	CRA Budget	General Government	Public Works	Public Safety	Total Expenditures
Salt Lake County	\$4,250,245	\$154,190	-	-	\$4,404,435
Salt Lake County Library	1,173,278	- ¹	-	-	1,173,278
Granite School District	17,511,989	504,677	-	-	18,016,666
Millcreek City	4,504,490	872,389	734,575	1,323,793	7,435,246
South Salt Lake Valley Mosquito Abatement District	33,582	2,134	-	-	35,716
Mt. Olympus Improvement District	624,629	101,258	-	-	725,887
Central Utah Water Conservancy District	895,525	62,869	-	-	958,394
Unified Fire Service Area	4,159,713	253,095	-	-	4,412,808
Total Expenditures	\$33,153,451	\$1,950,612	\$734,575	\$1,323,793	\$37,162,430

The total net benefit to the taxing entities of participating in the Project Area is \$11,486,376, with the City’s net benefit being \$651,742.

¹ The Library’s General Government expenditure is included in the County’s \$154,190 expense.

EXHIBIT A: Legal Description of Millcreek Center CRA

That Area of Millcreek, A Municipal Corporation to be known as the Millcreek Center Community Reinvestment Agency located in the Southwest, Southeast, and Northeast Quarters of Section 29, the West Half of Section 28, also being located in Blocks 21-23, 28, and 27 of the Ten Acre Plat "A" Big Field Survey. Said Community Reinvestment Agency is further described as follows:

Beginning at the Southeast corner of the property granted to UDOT described in that Warranty Deed recorded in Book 6903, at Page 584 in the Office of the Salt Lake County Recorder, located at the North right of way of 3300 South Street at the approximate East right of way of 900 East Street; thence Northerly along the Northeast boundary of said property 42.34 feet, more, or less, and continuing Northerly along the West boundaries of the properties adjoining said 900 East right of way 403 feet, more, or less, to the Northwest corner of the property described in that Quit Claim Deed recorded in Book 10261, at Page 8754; thence Easterly along the North boundary of said property 412 feet, more, or less, to the West right of way of Lincoln Street; thence South along said right of way 79.94 feet, more, or less; thence East along the South boundary of The Aspens Condominiums as depicted on that Plat recorded in Book 96, at Page 345, 150 feet, more, or less, to the Northeast corner of the property described in that Warranty Deed recorded in Book 9984, at Page 3438; thence South along the East boundary of said property 31.80 feet, more, or less, and continuing East along the North boundaries of the property described in that Warranty Deed recorded in Book 9034, at Page 6227, and the property described in that Warranty Deed recorded in Book 9613, at Page 3066, 128 feet, more, or less, to the Northeast corner of said property; thence South along the East boundary of said property 150.40 feet, more, or less, and continuing East along the North boundaries of the property described in that Warranty deed recorded in Book 9693, at Page 1648; the property described in that Special Warranty Deed recorded in Book 10182, at Page 7668, and the Easterly extension thereof 141.5 feet, more, or less, to the East right of way of 1000 East Street; thence North along said right of way 15.04 feet, more, or less, to the Southwest corner of the property described in that Warranty Deed recorded in Book 9629, at Page 3515; thence East along the South boundary of said property 75 feet, more, or less, and North along the East boundary 85 feet, more, or less, to the Southeast corner of the property in that Warranty Deed recorded in Book 9029, at Page 4979; thence along the boundary of said property the following three (3) courses: 1) North 50 feet, more, or less; 2) East 90 feet, more, or less, 3) North 37.1 feet, more, or less, to the South boundary of the property described as Parcel 2 in that Warranty Deed recorded in Book 10456, at Page 8561; thence Easterly along the South boundaries of said property, the property described as Parcel 2 in that Warranty Deed recorded in Book 10414, at Page 4399, the property granted to the Parkin's as described in that Boundary Line Agreement recorded in Book 6949, at Page 2182, and the property described in that Quit Claim Deed recorded in Book 8748, at Page 8311, 257.50 feet, more, or less, to the Southeast corner of said property; thence Northerly along the east boundary of said property 268.6 feet, more, or less, to the South right of way of Riches Ave, and continuing East along said right of way 386 feet, more, or less, to the Millcreek/Salt Lake City boundary as depicted on that Final Local Entity Plat recorded in Book 2016, at Page 344; thence Easterly and Northerly along said boundary 6294 feet, more, or less, to it's intersection with the Westerly extension of the centerline of Gunn Avenue; thence East along said extension 75 feet, more, or less, and North along the East right of way of Richmond Street 800 feet, more, or less, to said Millcreek/Salt Lake City Boundary; thence Easterly and Southerly along said boundary 1085 feet, more, or less, to the intersection of the northerly extension of the Easterly right of way of Mountair Drive and the North right of way of 3010 South Street; thence Southerly along said extension, and Easterly right of way 1057.33 feet, more, or less, to the Southerly right of way of Crescent Drive; thence Easterly along said right of way 70.25 feet, more, or less, and continuing Southerly along the Westerly right of way of 3150 South Street 183.68 feet, more, or less, to the Northeast corner of lot 336 in the Mountair Acres

Addition No.7 Subdivision recorded in Book K, at Page 12; thence S. 79°40'00" W. 97.96 feet to the Northwest corner of said lot and said Subdivision boundary; thence along said boundary the following two (2) courses: 1). South 159.00 feet; 2) S. 89°20'00" E. 56.95 feet, more, or less, to the Northwest corner of the property described in that Warranty Deed recorded in Book 10460, at Page 9488; thence South along the West boundary of said property and southerly extension thereof 151 feet, more, or less, to the South right of way of Woodland Avenue; thence East along said right of way 95 feet, more, or less, and South along the West boundary of the property described in that Warranty deed recorded in Book 8715, at Page 1812, 143 feet, more, or less, to the North boundary of the property described in that Corrective Special Warranty Deed recorded in Book 10356, at Page 3156; thence East along said North Boundary 123 feet, more, or less, and continuing South along the East boundary of said property, and the East boundary of the property described in that Quit Claim Deed recorded in Book 9028, at Page 2104, 294.9 feet, more, or less, to the Southwest corner of the property described in that Quit Claim deed recorded in Book 5993, at Page 530; thence East along the South boundary of said property 105.91 feet, more, or less, to the Northwest corner of the property described in that Warranty Deed recorded in Book 10191, at Page 5211; thence along the boundary of said property and Easterly extension thereof the following two (2) courses; 1). South 62 feet; 2). East 144.37 feet, more, or less, to the East right of way of Orchard Street; thence South along said right of way and Southerly extension thereof 189 feet, more, or less, to the South right of way of 3300 South Street; thence East along said right of way 377 feet, more, or less, to the West boundary of the property described in that Warranty Deed recorded in Book 9617, at Page 728; thence South along said boundary, the West boundary of the property described in that Warranty Deed recorded in Book 8606, at Page 635, and the West boundary of the property described in that Special Warranty Deed recorded in Book 10019, at Page 9432, 352 feet, more, or less, to the North right of way of 3350 South Street; thence West along said right of way 93 feet, more, or less, to the Southeast corner of the property described in that Quit Claim Deed recorded in Book 6667, at Page 1015; thence North along the East boundary of said property 183.5 feet, more, or less, to the Northeast corner of said corner of said property; thence Westerly along the North boundaries of said property described in that Quit Claim Deed recorded in Book 6667, at Page 1015, the property described in that Certificate of Death recorded in Book 7779, at Page 1495, the property described in that Warranty Deed recorded in Book 10452, at Page 2556, the property described in that Warranty Deed recorded in Book 10680, at Page 3178, the property described in that Warranty Deed recorded in Book 7558, at Page 2857, the property described in that Warranty Deed recorded in Book 10471, at Page 7529, and the property described in that Quit Claim Deed recorded in Book 9623, at Page 537, 409 feet, more, or less, to the Northwest corner of said property; thence South along the West boundary of said property and Southerly extension thereof 230.9 feet, more, or less, to the South right of way of 3350 South Street; thence East along said right of way 28 feet, more, or less, to the Northwest corner of the property described in that Warranty Deed recorded in Book 10526, at Page 2126; thence South along the Westerly boundaries of said property, and the property described in that Warranty Deed recorded in Book 7443, at Page 2016, 396 feet, more, or less, to the Southeast corner of the property described in that Warranty Deed recorded in Book 8417, at Page 7130; thence West along the South boundary of said property 82.99 feet, more, or less, to the Easterly right of way of Highland Drive; thence Northerly along said right of way 276 feet, more, or less, to it's intersection with the Easterly extension of the North boundary of the property described in that Quit Claim Deed recorded in Book 9343, at Page 6957; thence Westerly along said extension and North boundary 1027.37 feet, more, or less, to the Northeasterly boundary of the property described in that Quit Claim Deed recorded in Book 10217, at Page 9617; thence Northwesterly along said boundary 133 feet, more, or less, to the East right of way of 1300 East Street; thence South along said right of way 100 feet, more, or less, to it's intersection with the Easterly extension of the North boundary of the property described as Parcel I in that Warranty Deed recorded in Book 10669, at Page 8489; thence Westerly along said extension, said North boundary, and the North boundary of the property described

in that Warranty Deed recorded in Book 10563, at Page 585 to the Northwest corner of said property; thence South along the Westerly boundary of said property 118.39 feet, more, or less, to the Northeasterly boundary of the property described in that Warranty Deed recorded in Book 10154, at Page 153; thence Westerly along the Northeasterly boundaries of said property, the properties described in that Warranty Deed referred to as Parcels 1 and 2 recorded in Book 10542, at Page 6556, the property described in that Quit Claim Deed referred to as Parcel 2 recorded in Book 6640, at Page 1757, the properties described in that Warranty Deed recorded in Book 6355, at Page 2323, and the Millcreek Hollow Condominiums boundary as depicted on that Plat recorded in Book 2004, at Page 001, 789 feet, more, or less, to the South right of way of 3300 South Street; thence West along said right of way 225.28 feet, more, or less, to a Northwest corner in said condominium boundary; thence along said condominium boundary and Westerly extension thereof the following six (6) courses: 1) S. 0°19'29" W. 156.91 feet; 2) S. 59°06'01" E. 6.99 feet; 3) S. 0°40'05" E. 78.86 feet; 4) S. 89°49'15" W. 150.56 feet; 5) S. 13°41'28" W. 1.03 feet; 6) S. 89°48'22" W. 165.12 feet to the West right of way of 1100 East Street; thence West along the South boundary of the property described in that Warranty Deed recorded in Book 10623, at Page 1581, and the North boundary of the Granite Mill P.U.D. Subdivision as depicted on that plat recorded in Book 2000, at Page 30, 383 feet, more, or less, to the West boundary of the property described in that Warranty Deed recorded in Book 7683, at Page 2215; thence South along said boundary 332.43 feet, more, or less, and continuing West along the South boundaries of said property, and the property described in that Quit Claim Deed recorded in Book 7683, at Page 2214, 176.5 feet, more, or less, to the Southwest corner of said property; thence North along West boundary of said property 269.20 feet to the Northeast corner of the property described in that Quit Claim Deed recorded in Book 10248, at Page 6197, and continuing West along the North boundaries of said property, the property described in that Deed recorded in Book 6485, at Page 1222, and the property described in that Warranty Deed recorded in Book 9147, at Page 3888, to the Northwest corner of said property and the East right of way of 900 East Street; thence Northerly along the Westerly boundaries of the properties adjoining said 900 East Street right of way 317 feet, more, or less, to a Northwest corner on the North boundary of the property described as Parcel 1 in that Warranty Deed recorded in Book 10429, at Page 1668, said point being located on the South right of way of 3300 South Street at the approximate East right of way of 900 East Street; thence North 66 feet, more, or less, to the point of beginning.

The above described Community Reinvestment Agency contains 105 acres, more, or less.

EXHIBIT B: Project Area Map

MAP OF PROPOSED PROJECT AREA BOUNDARIES

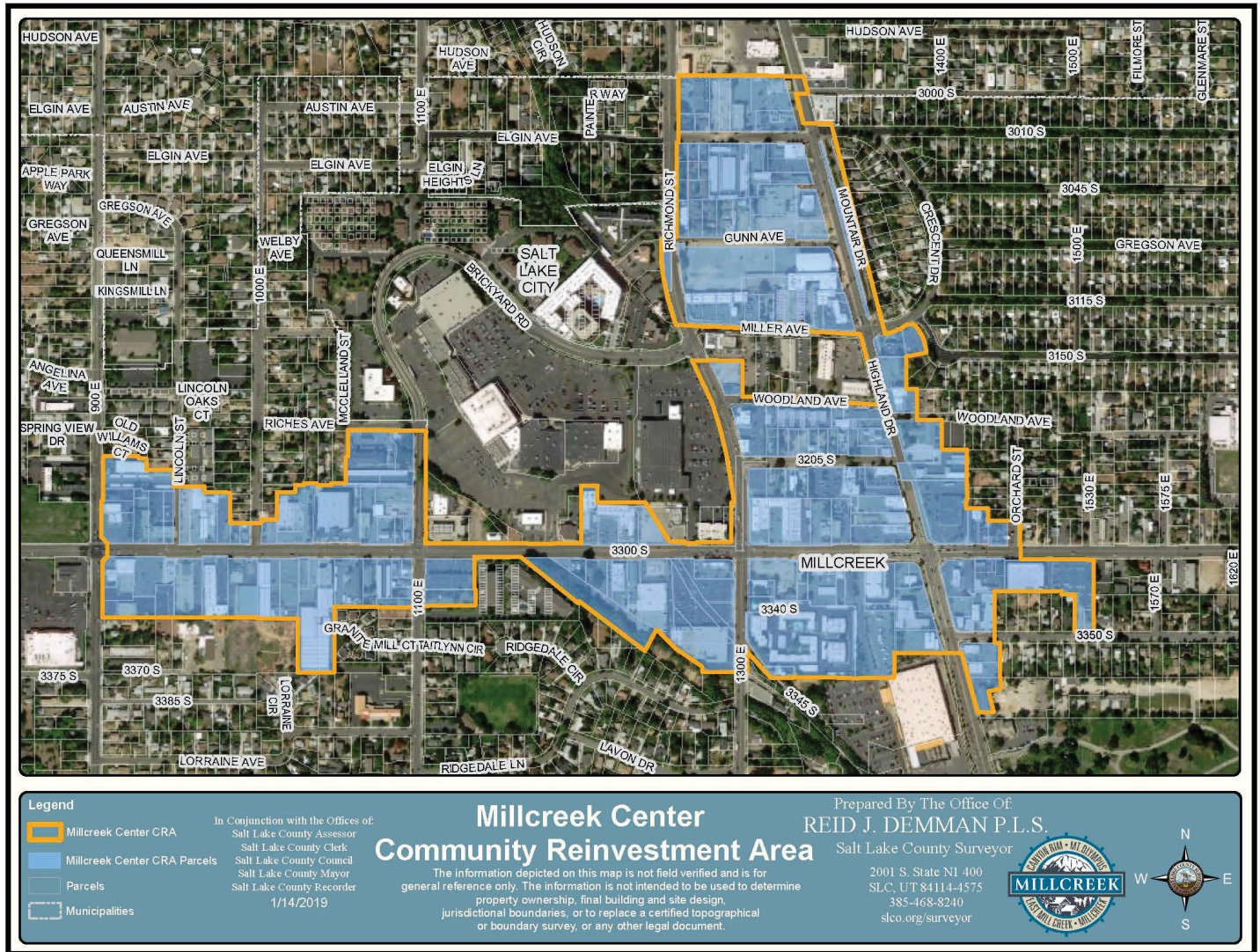


EXHIBIT C: Parcel List

Taxable Property Schedule (2018)		
Parcel ID	Owner	Acres
16293290180000	SOUTHLAND CORPORATION, THE	0.52
16293290350000	SIMMONS, RALPH M; TR	0.38
16293290360000	SEMNANI FAMILY FOUNDATION	0.44
16293290370000	SEMNANI FAMILY FOUNDATION	0.44
16293290520000	SIMMONS, RALPH M; TR	0.07
16293290530000	KOSMAS, MARY	0.20
16293290540000	EK STUDIOS LLC	0.21
16293290680000	MILLCREEK 9 LLC	1.14
16293300470000	WONG, SAMMY K; TRS	0.37
16293300480000	CALFA REAL ESTATE LLC	0.10
16293300490000	HOLLAND, RUTH	0.10
16293300590000	SIL INC	0.33
16293300760000	SIL INC	0.48
16293300770000	WONG, SAMMY K; TR ET AL	0.37
16294040080000	GRO INVESTMENTS LLC	0.20
16294040150000	BBH COMPANY LC	0.25
16294040190000	BBH COMPANY LC	0.28
16294040200000	NICHOLS, SPIRO & MARIA; JT	0.38
16294040210000	KRIZANOVIC, MARIO	0.26
16294040220000	PRISKOS, VASILIOS C	0.01
16294040270000	PRISKOS, VASILIOS C	0.52
16294040280000	PRISKOS, VASILIOS C	0.27
16294040290000	WEBSTER, JAMES B &	0.14
16294040300000	TOMPKINSON, DEREK	0.14
16294040340000	BBH COMPANY LC	0.04
16294040430000	CUBES BRICKYARD LLC	1.48
16294040460000	BRICKYARD APARTMENTS LLC	1.01
16294040470000	MILES PROPERTIES LLC	0.43
16294050010000	VETERINARY SPECIALIST	0.01
16294050020000	VETERINARY SPECIALIST	0.01
16294050030000	RA LLC	0.01
16294050040000	1025 CONDOMINIUMS	1.08
16293780020000	3333 OFFICE BUILDING LLC	0.12
16293780030000	3333 OFFICE BUILDING LLC	0.33
16293780040000	ALVERA OFFICES, INC	0.55
16293780110000	KITT, DOUGLAS Q	0.14
16293780120000	ALVERA OFFICES, INC	0.34

16293780130000	RIDGELINE SALT LAKE LLC	0.79
16293780210000	SARAH #1, LLC	0.98
16293780220000	970 E 3300 SOUTH, LLC; ET AL	0.87
16293780260000	KAPOS, JOHN P &	0.92
16294510010000	GOLDBERG, SARAH K; TR	0.64
16294510020000	GOLDBERG, SARAH K; TR	0.17
16294510030000	GOLDBERG, SARAH K; TR	1.13
16294510040000	GOLDBERG, SARAH K; TR	1.00
16294510070000	BROOKS, RUSSELL T; TR	0.33
16294510080000	BRICKYARD SELF STORAGE, LC	0.31
16294510090000	BURBANK, JENNY	0.11
16294510100000	SPENCER, STEVE	0.11
16294510110000	HAYES, G JERRY; TR	0.11
16294510120000	WITTE, DEBORAH A	0.11
16294510130000	CLARK, MARTY; JT	0.21
16294510300000	GOLDBERG, SARAH K; TR	0.77
16294510470000	DIAMONDBERG INVESTMENTS LLC	0.78
16294270480000	TDH LC	0.49
16294560790000	BEYERS, CHARLES H	0.01
16294270190000	NELSON ENTERPRISES LLC	0.03
16294270200000	NELSON ENTERPRISES LLC	0.41
16294270210000	NELSON ENTERPRISES LLC	0.43
16294550430000	B & G STRIP MALL LLC	0.89
16294550440000	DAVID PEDRAZAS PLLC	0.48
16294760190000	THIRTEENTH 3300 ASSOCIATES,	2.70
16294760200000	SZYKULA, STEVEN A	0.33
16294760220000	FELT, GARY M	0.39
16294760240000	THIRTEEN 3300 ASSOCIATES	1.48
16294760260000	THIRTEEN 3300 ASSOCIATES	0.57
16294760270000	THIRTEEN 3300 ASSOCIATES	0.64
16294760280000	THIRTEEN 3300 ASSOCIATES	0.18
16294760290000	THIRTEEN 3300 ASSOCIATES	0.84
16294760300000	THIRTEEN 3300 ASSOCIATES	0.33
16294760310000	THIRTEENTH 3300 ASSOCIATES,	0.72
16294760600000	CAL-TEX PROPERTIES	0.10
16294760610000	1208 EAST LLC	0.36
16294760620000	FELT, GARY M	0.10
16294760670000	EASTSIDE SELF STORAGE LLC	0.28
16294760680000	RITTA LLC	0.41
16283510240000	SLATER, ROBERT A &	0.44
16283510070000	M3B HOLDINGS LLC	0.70
16283510080000	NORTHROP, DANIAL D &	0.20

16283510090000	NORTHROP, DANIAL D &	0.17
16283510180000	M3B HOLDINGS LLC	0.13
16283510250000	SLATER, ROBERT A & LINDA S;	0.41
16283510260000	H D P ENTERPRISES LLC	0.56
16283510470000	JOSHUA TREE APARTMENTS LLC	3.92
16283510480000	ATHABASCA LAND COMPANY LLC	0.15
16283510490000	BOW VALLEY INVESTMENTS LLC	0.11
16283510520000	BOW VALLEY INVESTMENTS LLC	0.71
16283510530000	WONG, SAMMY K &	0.22
16283510540000	HOME DEPOT USA INC	2.04
16294770040000	OSPREY NEST HOLDINGS LLC	0.23
16294770050000	OSPREY NEST HOLDINGS LLC	0.23
16294770100000	MOGER, JOSIP	0.18
16294770120000	MOGER, JOSIP	0.18
16294770130000	SALT LAKE COUNTY	0.02
16294770140000	ATHABASCA LAND COMPANY LLC	0.79
16283530010000	BAILEY, MICHAEL B ET AL	0.67
16283530020000	APOSHIAN ENTERPRISES	0.27
16283530030000	GMAT VENTURES LLC	0.15
16283530080000	GMAT VENTURES LLC	0.49
16283530200000	AUTOMOTIVE PROPERTIES	0.56
16283540010000	TLC ENTERPRISES, LLC	0.43
16283540020000	TFTC 3369 LLC	0.30
16283540030000	GATES, DANIEL M &	0.42
16283760080000	BAKER, KAREN	0.13
16283760220000	BHF ENTERPRISES LLC	1.91
16294310050000	PETERSEN INVESTMENT COMPANY	0.55
16283030030000	3205 MILLCREEK, LLC	0.14
16283030040000	DURTSCHI, ERNEST F. &	0.14
16283030050000	KATSANEVAS, MICHAEL J	0.14
16283030060000	KATSANEVAS, JOSEPHINE M; TR	0.14
16283030070000	KATSANEVAS, MICHAEL J; TR	0.16
16283030080000	KATSANEVAS, MICHAEL J; TR	0.26
16283030090000	DAVIS, BRADLEY R &	0.24
16283030100000	KATSANEVAS, MICHAEL J; TR	0.18
16283030110000	KATSANEVAS, MICHAEL J; TR	0.31
16283030120000	ROBERTS, VIVIAN &	0.10
16283030130000	DAVIS, BRADLEY R &	0.20
16283030140000	KATSANEVAS, MICHAEL J; TR	0.01
16283040010000	SUMMIT HOME SOLUTIONS LC	0.21
16283040050000	STEPHENSON, L; TR	0.59
16283040060000	ATK LLC	0.55



16283040090000	WASATCH GAS CO.	0.04
16283040150000	FINE ARTS INN	0.44
16283040160000	AGAVE ENTERPRISES LLC	0.60
16283040170000	PLOWGIAN, JEFFREY F &	0.53
16283040180000	OAI ENTERPRISES LLC	0.38
16283040190000	SHUPE INVESTMENTS LTD	1.16
16283040200000	EBS INVESTMENT CO LLC	0.33
16283120010000	GASPAR, JOHN T	0.01
16283120020000	BEEBE, JAMES	0.01
16283120030000	DENEAU, SARA	0.01
16283120040000	HOWELL, ALEXANDRA C &	0.01
16283120050000	KASSEL, KATHLEEN	0.01
16283120060000	BROWN, JEREMY J &	0.01
16283120070000	STEEL, BRET	0.01
16283120080000	CLARK FAMILY PROPERTIES LLC	0.01
16283120090000	CHERONNE ANDERSON PROPERTIES	0.01
16283120100000	WOLFE, MATTHEW E JT	0.01
16283120110000	STEEL, BRET	0.01
16283120120000	KUNKLE, ALLYSON	0.01
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16283120140000	JOHNSTON, JEFFREY	0.01
16283120150000	KIME, SHAYLA A	0.01
16283120160000	SOSA, MARISSA &	0.01
16283120170000	MCALLISTER, BRENT P &	0.01
16283120180000	MCALLISTER, BRENT P &	0.01
16283120190000	WHETMAN, PRESLEY P	0.01
16283120200000	SIMON, CORBETT W	0.01
16283120210000	EPPERSON, ANDREW	0.01
16283120220000	EPPERSON, ANDREW	0.01
16283120230000	WILSON, TAYLOR &E	0.01
16283120240000	NEIMAN, MICAH	0.01
16283120250000	FARMER, ROBERT M	0.01
16283120260000	CLARK FAMILY PROPERTIES LLC	0.01
16283120270000	MCALLISTER, BRENT P &	0.01
16283120280000	COE, DEBRA	0.01
16283120290000	CHOW, SIGMUND;	0.01
16283120300000	CASALE, LILIANA	0.01
16283120310000	MCDONALD, MICHAEL C	0.01
16283120320000	THE PM GROUP, LLC	0.01
16283120330000	THE PM GROUP, LLC	0.01
16283120340000	DELONG, JAMIE F	0.01
16283120350000	SPENDLOVE, ROBERT M &	0.01

16283120360000	O DAY, DAVID K; JT	0.01
16283120370000	BRICKYARD VILLAGE	0.78
16294300070000	3205 MILLCREEK, LLC	0.15
16294300080000	3205 MILLCREEK, LLC	0.17
16294300090000	3205 MILLCREEK, LLC	0.14
16294300110000	M & R JAHRIES REAL ESTATE LLC	0.83
16294300120000	CRAIG, ROBERT M &	0.17
16294310030000	KNAPTON, DON E &	0.34
16294310040000	FERREAL ESTATE LLC A	0.17
16294310060000	GEO INVESTMENTS LLC & BLACK	0.50
16294310070000	MAJESTIC INVESTMENT COMPANY	0.34
16294290130000	C.C. & L. ENTERPRISES LLC	0.46
16283080010000	JRJ, LC	0.38
16283080050000	JRJ, LC	0.30
16283080020000	KETTLEY, SHERELYN N; TC ET AL	0.47
16283080300000	THOMAS BUILDING PARTNERSHIP	0.44
16283090010000	CORP OF PB OF CH JC OF LDS	0.88
16283090020000	CORP OF PB OF CH JC OF LDS	0.22
16283090030000	WARNER, LYLE D; TR	0.76
16283090080000	SCHATZ COMMERCIAL HOLDINGS	0.20
16283090090000	DANIELS, JEANETTE K B; TR	0.20
16283090240000	ATKINSON ENTERPRISES LC	1.68
16283090230000	DR AUTOMOTIVE/GARAGE, LLC	0.26
16283130100000	BRICKCREEK LLC	0.01
16283130110000	BRICKCREEK LLC	0.01
16283130210000	BRICKCREEK LLC	0.01
16283130220000	BRICKCREEK LLC	0.01
16281560010000	BOWMAN, JACK H., TR.	0.31
16281600020000	NEELEY, STEPHEN E;	0.43
16281600030000	SKYLINE FLOWER PROPERTIES,	0.32
16283010090000	BENCH PROPERTIES, LLC	0.44
16283010110000	GLAUS EUROPEAN BAKERY REAL	0.18
16283010120000	GLAUS EUROPEAN BAKERY REAL	0.16
16283130010000	BRICKCREEK LLC	0.01
16283130020000	BRICKCREEK LLC	0.01
16283130030000	BRICKCREEK LLC	0.01
16283130040000	BRICKCREEK LLC	0.01
16283130050000	BRICKCREEK LLC	0.01
16283130060000	BRICKCREEK LLC	0.01
16283130070000	BRICKCREEK LLC	0.01
16283130080000	BRICKCREEK LLC	0.01
16283130090000	BRICKCREEK LLC	0.01

16283130120000	BRICKCREEK LLC	0.01
16283130130000	BRICKCREEK LLC	0.01
16283130140000	BRICKCREEK LLC	0.01
16283130150000	HOP LLC	0.01
16283130160000	BRICKCREEK LLC	0.01
16283130170000	BRICKCREEK LLC	0.01
16283130180000	BRICKCREEK LLC	0.01
16283130190000	BRICKCREEK LLC	0.01
16283130200000	BRICKCREEK LLC	0.01
16283130230000	BRICKCREEK LLC	1.74
16292800110000	MCDONALD, IAN D	0.17
16292800120000	GRANT PROPERTIES I LLC	0.15
16292800220000	ABANA APTS	0.75
16292800230000	MALOUF, FRANCIS B; TR	0.60
16292810010000	ASPEN VIEW ASSOCIATES	0.36
16292810020000	ASPEN VIEW ASSOCIATES	0.23
16292810030000	ASPEN VIEW ASSOCIATES	0.48
16292810110000	WHITEAR, KODY	0.23
16292810120000	BAGLEY, KAREY A	0.28
16292810130000	FIDONE, KRIS W	0.28
16292810140000	C C & L ENTERPRISES LLC	0.28
16292810150000	ROBINSON PROJECT MANAGEMENT	0.35
16292810180000	SKYLINE FLOWER PROPERTIES,	0.43
16292810190000	SKYLINE FLOWER PROPERTIES,	0.73
16292810210000	VALLEY BANK BUILDING CORP	0.76
16292810220000	GOODMAN, MARK W	0.32
16292810230000	OAI ENTERPRISES LLC	0.08
16292810240000	OAI ENTERPRISES LLC	0.56
16292810250000	SUGARHOUSE SELF STORAGE, LC	1.15
16294260030000	SALT LAKE COUNTY	0.22
16294280110000	GOLESH, CHRISTINE LEE	0.31
16294280150000	CHUN, CASSY K &	1.21
16294280160000	ATLAS VENTURES	2.33
16292800200000	ABANA APTS	0.56
16292800140000	BRICKYARD LOFTS, LLC	0.32
16292800130000	BRICKYARD LOFTS, LLC	0.32
16292800250000	K.B.I.K. HOLDINGS LLC	0.64
16294280170000	VILLA INVESTMENTS GROUP LLC	0.98
Roads, Easements, Right-of-Ways, etc.		17.14
Total		105.00

DRAFT PROJECT AREA BUDGET

MILLCREEK CENTER COMMUNITY REINVESTMENT AREA (CRA)

MILLCREEK COMMUNITY REINVESTMENT AGENCY, UTAH



JANUARY 2019


LEWIS YOUNG
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Section 1: Introduction

The Millcreek Community Reinvestment Agency (the “Agency”), following thorough consideration of the needs and desires of the City of Millcreek (the “City”) and its residents, as well as understanding the City’s capacity for new development, has carefully crafted the Project Area Plan (the “Plan”) for the Millcreek Center Community Reinvestment Project Area (the “Project Area”). The Plan is the result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which includes parcels along both sides of 3300 South, between 900 East to the west and Highland Drive to the east.

The Plan is envisioned to define the method and means of development for the Project Area from its current state to a higher and better use. The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. This **Project Area Budget** document (the “Budget”) is predicated upon certain elements, objectives and conditions outlined in the Plan and intended to be used as a financing tool to assist the Agency in meeting Plan objectives discussed herein and more specifically referenced and identified in the Plan.

The creation of the Project Area is being undertaken as a community reinvestment project pursuant to certain provisions of Chapters 1 and 5 of the Utah Community Reinvestment Agency Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have always been observed throughout the establishment of the Project Area.

Section 2: Description of Community Development Project Area

The Project Area includes parcels along both sides of 3300 South, between 900 East to the west and Highland Drive to the east. The Project Area is comprised of approximately 164 acres of property.

A map of the Project Area is attached hereto in **EXHIBIT A**.

Section 3: General Overview of Project Area Budget

The purpose of the Project Area Budget is to provide the financial framework necessary to implement the Project Area Plan vision and objectives. The Project Area Plan has identified that tax increment financing is essential to meet the objectives of the CRA Project Area. The following information will detail the sources and uses of tax increment and other necessary details needed for public officials, interested parties, and the public in general to understand the mechanics of the Project Area Budget.

Base Year Value

The Agency has determined that the base year property tax value for the Project Area will be the total taxable value for the 2017 tax year which is estimated to be \$130,666,124. Using the tax rates established within the Project Area the property taxes levied equate to \$1,956,072 annually. Accordingly, this amount will continue to flow through to each taxing entity proportional to the amount of their respective tax rates being levied.

Payment Trigger

The Project Area will have a twenty-year (20) duration from the date of the first tax increment received by the Agency. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1, e.g., if requested prior to March 1, 2019, Year 1 of increment will be 2020. The Agency anticipates it will trigger tax increment by March 1, 2019, but in no case will the Agency trigger the first year of tax increment collection after March 1, 2020.

Projected Tax Increment Revenue – Total Generation

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that new development will begin in the Project Area in 2019. The contemplated development will generate significant additional property tax revenue as well as incremental sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 1st) following construction completion and Tax Increment will be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2020 or as late as 2021. It is currently estimated that during the 20-year life of the Project Area Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$41.89 million or at a net present value (NPV)¹ of \$26.41 million. This amount is over and above the \$51.43 million of base taxes that the property would generate over 20 years at the \$2,571,400 annual amount it currently generates as shown in Table 4.1 below.

¹ Net Present Value of future cash flows assumes a 4% discount rate. The same 4% discount rate is used in all remaining NPV calculations. This total is prior to accounting for the flow-through of tax increment to the respective taxing entities.

Section 4: Property Tax Increment

Base Year Property Tax Revenue

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area ("Base Taxes"). The current assessed value is estimated to be \$130,666,124. Based upon the tax rates in the area, the collective taxing entities are receiving \$1,956,072 in property tax annually from this Project Area. This equates to approximately \$39,121,438 over the 20-year life of the Project Area.

TABLE 4.1: TOTAL BASE YEAR TO TAXING ENTITIES (OVER 20 YEARS)

Entity	Total	NPV at 4%
Salt Lake County	\$5,291,978	\$3,595,985
Salt Lake County Library	1,460,847	992,670
Granite School District	20,441,409	13,890,271
Millcreek City	5,258,005	3,572,900
South Salt Lake Valley Mosquito Abatement District	39,200	26,637
Mt. Olympus Improvement District	729,117	495,447
Central Utah Water Conservancy District	1,045,329	710,318
Unified Fire Service Area	4,855,553	3,299,428
Total Revenue	\$39,121,438	\$26,583,655

Property Tax Increment Shared with RDA

All taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. All taxing entities will contribute a portion of their respective tax increment for 20 years. The City, County and the State will **not** contribute any portion of their incremental sales tax to implement the Project Area Plan. Table 4.2 shows the amount of Tax Increment shared with the Agency assuming the participation levels discussed above.

TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Salt Lake County	75%	20 Years	\$4,250,245	\$2,679,720
Salt Lake County Library	75%	20 Years	1,173,278	739,735
Granite School District	80%	20 Years	17,511,989	11,041,065
Millcreek City	80%	20 Years	4,504,490	2,840,018
South Salt Lake Valley Mosquito Abatement District	80%	20 Years	33,582	21,173
Mt. Olympus Improvement District	80%	20 Years	624,629	393,820
Central Utah Water Conservancy District	80%	20 Years	895,525	564,616
Unified Fire Service Area	80%	20 Years	4,159,713	2,622,641
Total Sources of Tax Increment Funds			\$33,153,451	\$20,902,789

Uses of Tax Increment

“But-for” the creation of the CRA and public participation, the costs associated with creating a city center, including: land assemblage, parking structures, site improvements, etc. will be too high and the land within the Project Area will remain in its current state.

The Agency will use 5% of the tax increment to administer the CRA. Most of the remaining tax increment collected by the Agency will be used to overcome the obstacles outlined above (80%). Including: offsetting certain on-site public infrastructure costs, development incentives, Agency requested improvements and upgrades, desirable Project Area improvements, and other redevelopment activities as approved by the Agency. The remaining 15% will go towards affordable housing, as required by the Act.

TABLE 4.3: USES OF TAX INCREMENT

Uses	Total	NPV at 4%
Redevelopment Activities	\$26,522,761	\$16,722,231
CRA Housing Requirement	4,973,018	3,135,418
Project Area Administration	1,657,673	1,045,139
Total Uses of Tax Increment Funds	\$33,153,451	\$20,902,789

A multi-year projection of tax increment is including in **EXHIBIT B**.

Total Annual Property Tax Revenue for Taxing Entities at Conclusion of Project

As described above, the collective taxing entities are currently receiving approximately \$1,956,072 in property taxes annually from this Project Area. At the end of 20 years an additional \$2,736,065 in property taxes annually is anticipated, totaling approximately \$4,692,136 in property taxes annually for the area. “But for” the assistance provided by the Agency through tax increment revenues, this 140 percent increase in property taxes generated for the taxing entities would not be possible.

TABLE 4.4: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Salt Lake County	\$264,599	\$370,109	\$634,708
Salt Lake County Library	73,042	102,168	175,211
Granite School District	1,022,070	1,429,626	2,451,696
Millcreek City	262,900	367,733	630,633
South Salt Lake Valley Mosquito Abatement District	1,960	2,742	4,702
Mt. Olympus Improvement District	36,456	50,993	87,449
Central Utah Water Conservancy District	52,266	73,108	125,374
Unified Fire Service Area	242,778	339,586	582,364
Total Revenue	\$1,956,072	\$2,736,065	\$4,692,136

Section 5: Cost/Benefit Analysis

Additional Revenues

Other Tax Revenues

The development within the Project Area will also generate sales taxes for the City and County.

Table 5.1 shows the total revenues generated by the Project Area. This total includes the anticipated property tax increment and sales and use tax.

TABLE 5.1 TOTAL REVENUES

Entity	Property Tax	Sales Tax	Total Incremental Revenues
Salt Lake County	\$5,666,993	\$4,298,657	9,965,650
Salt Lake County Library	1,564,370	-	1,564,370
Granite School District	21,889,987	-	21,889,987
Millcreek City	5,630,613	2,456,375	8,086,988
South Salt Lake Valley Mosquito Abatement District	41,978	-	41,978
Mt. Olympus Improvement District	780,786	-	780,786
Central Utah Water Conservancy District	1,119,406	-	1,119,406
Unified Fire Service Area	5,199,641	-	5,199,641
Total Revenue	\$41,893,774	\$6,755,032	\$48,648,806

Additional Costs

The development anticipated within the Project Area will also likely result in additional general government, public works, and public safety costs. These costs, along with the estimated budget to implement the Project Area Plan, are identified below.

TABLE 5.2 TOTAL EXPENDITURES

Entity	CRA Budget	General Government	Public Works	Public Safety	Total Incremental Expenditures
Salt Lake County	\$4,250,245	\$154,190	-	-	\$4,404,435
Salt Lake County Library	1,173,278	- ²	-	-	1,173,278
Granite School District	17,511,989	504,677	-	-	18,016,666
Millcreek City	4,504,490	872,389	734,575	1,323,793	7,435,246
South Salt Lake Valley Mosquito Abatement District	33,582	2,134	-	-	35,716
Mt. Olympus Improvement District	624,629	101,258	-	-	725,887
Central Utah Water Conservancy District	895,525	62,869	-	-	958,394
Unified Fire Service Area	4,159,713	253,095	-	-	4,412,808
Total Expenditures	\$33,153,451	\$1,950,612	\$734,575	\$1,323,793	\$37,162,430

The total net benefit to the taxing entities of participating in the Project Area is \$11,486,376, with the City's net benefit being \$651,742.

² The Library's General Government expenditure is included in the County's \$154,190 expense.

Exhibit A: Project Area Map

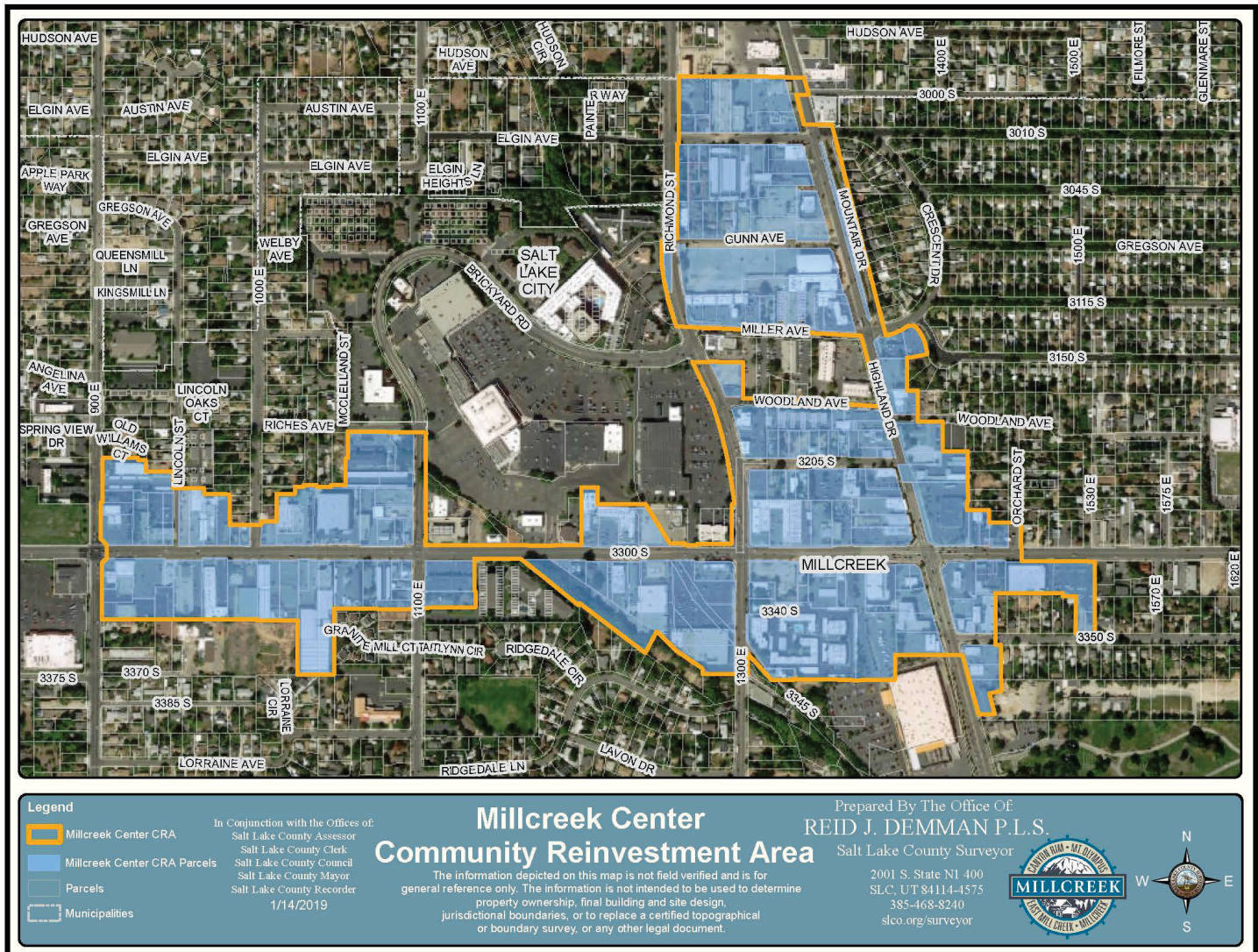




Exhibit B: Multi-Year Budget

Millcreek Community Reinvestment Agency

Millcreek Center CRA
Increment and Budget Analysis

ASSUMPTIONS:	
Discount Rate	4.0%

INCREMENTAL TAX ANALYSIS:	Payment Year	2020	2021	2022	2023	2024	2025	2026	2027	2028
	Tax Year	2019	2020	2021	2022	2023	2024	2025	2026	2027
Cumulative Taxable Value	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
Commercial		\$3,455,769	\$6,688,015	\$7,696,960	\$9,007,949	\$10,050,187	\$11,121,949	\$12,818,425	\$14,496,056	\$16,164,687
Office		\$201,316	\$4,013,675	\$8,482,812	\$14,956,269	\$21,311,454	\$28,635,457	\$35,950,651	\$43,228,099	\$50,505,547
Residential		\$29,799,801	\$57,432,943	\$59,047,776	\$63,310,625	\$66,762,187	\$70,268,737	\$69,993,796	\$69,993,796	\$69,993,796
Total Assessed Value:		\$33,456,886	\$68,134,633	\$75,227,547	\$87,274,843	\$98,123,828	\$110,026,142	\$118,762,872	\$127,717,951	\$136,666,124
Value of Current Property		\$130,666,124	\$130,666,124	\$130,666,124	\$130,666,124	\$130,666,124	\$130,666,124	\$130,666,124	\$130,666,124	\$130,666,124
Less Base Year Value		\$ (130,666,124)	\$ (130,666,124)	\$ (130,666,124)	\$ (130,666,124)	\$ (130,666,124)	\$ (130,666,124)	\$ (130,666,124)	\$ (130,666,124)	\$ (130,666,124)
TOTAL INCREMENTAL VALUE:		\$33,456,886	\$68,134,633	\$75,227,547	\$87,274,843	\$98,123,828	\$110,026,142	\$118,762,872	\$127,717,951	\$136,666,124
TAX RATE & INCREMENT ANALYSIS:	2018 Rates									
Salt Lake County	0.002025	67,750	137,973	152,336	176,732	198,701	222,803	240,495	258,629	277,202
Salt Lake County Library	0.000559	18,702	38,087	42,052	48,787	54,851	61,505	66,388	71,394	76,527
Granite School District	0.007822	261,700	532,949	588,430	682,664	767,525	860,624	928,963	999,010	1,071,812
Millcreek City	0.002012	67,315	137,087	151,358	175,597	197,425	221,373	238,951	256,969	275,437
South Salt Lake Valley Mosquito Abatement District	0.000015	501.85	1,022	1,128	1,309	1,472	1,650	1,781	1,916	2,055
Mt. Olympus Improvement District	0.000279	9,334	19,010	20,988	24,350	27,377	30,697	33,135	35,633	38,202
Central Utah Water Conservancy District	0.000400	13,383	27,254	30,091	34,910	39,250	44,010	47,505	51,087	54,757
Unified Fire Service Area	0.001858	62,163	126,594	139,773	162,157	182,314	204,429	220,661	237,300	254,449
Totals:	0.014970	500,850	1,019,975	1,126,156	1,306,504	1,468,914	1,647,091	1,777,880	1,911,938	2,055,547
TOTAL INCREMENTAL REVENUE IN PROJECT AREA:		\$500,850	\$1,019,975	\$1,126,156	\$1,306,504	\$1,468,914	\$1,647,091	\$1,777,880	\$1,911,938	\$2,055,547
PROJECT AREA BUDGET		2020	2021	2022	2023	2024	2025	2026	2027	2028
Sources of Funds:		2019	2020	2021	2022	2023	2024	2025	2026	2027
<u>Property Tax Participation Rate for Budget</u>										
Salt Lake County		75%	75%	75%	75%	75%	75%	75%	75%	75%
Salt Lake County Library		75%	75%	75%	75%	75%	75%	75%	75%	75%
Granite School District		80%	80%	80%	80%	80%	80%	80%	80%	80%
Millcreek City		80%	80%	80%	80%	80%	80%	80%	80%	80%
South Salt Lake Valley Mosquito Abatement District		80%	80%	80%	80%	80%	80%	80%	80%	80%
Mt. Olympus Improvement District		80%	80%	80%	80%	80%	80%	80%	80%	80%
Central Utah Water Conservancy District		80%	80%	80%	80%	80%	80%	80%	80%	80%
Unified Fire Service Area		80%	80%	80%	80%	80%	80%	80%	80%	80%
<u>Property Tax Increment for Budget</u>										
Salt Lake County		\$50,813	\$103,479	\$114,252	\$132,549	\$149,026	\$167,102	\$180,371	\$193,972	\$208,019
Salt Lake County Library		\$14,027	\$28,565	\$31,539	\$36,590	\$41,138	\$46,128	\$49,791	\$53,546	\$57,402
Granite School District		\$209,360	\$426,359	\$470,744	\$546,131	\$614,020	\$688,500	\$743,171	\$799,208	\$856,712
Millcreek City		\$53,852	\$109,670	\$121,086	\$140,478	\$157,940	\$177,098	\$191,161	\$205,575	\$220,347
South Salt Lake Valley Mosquito Abatement District		\$401	\$818	\$903	\$1,047	\$1,177	\$1,320	\$1,425	\$1,533	\$1,645
Mt. Olympus Improvement District		\$7,468	\$15,208	\$16,791	\$19,480	\$21,901	\$24,558	\$26,508	\$28,507	\$30,556
Central Utah Water Conservancy District		\$10,706	\$21,803	\$24,073	\$27,928	\$31,400	\$35,208	\$38,004	\$40,870	\$43,797
Unified Fire Service Area		\$49,730	\$101,275	\$111,818	\$129,725	\$145,851	\$163,543	\$176,529	\$189,840	\$203,497
Total Property Tax Increment for Budget:		\$396,357	\$807,177	\$891,206	\$1,033,928	\$1,162,453	\$1,303,458	\$1,406,960	\$1,513,049	\$1,626,124
Uses of Tax Increment Funds:		2020	2021	2022	2023	2024	2025	2026	2027	2028
Redevelopment Activities (Infrastructure, Relocation, Incentives, etc.)	80.0%	\$317,086	\$645,742	\$712,965	\$827,142	\$929,963	\$1,042,766	\$1,125,568	\$1,210,439	\$1,300,019
CRA Housing Requirement	15.0%	\$59,454	\$121,077	\$133,681	\$155,089	\$174,368	\$195,519	\$211,044	\$226,957	\$243,281
RDA Administration	5.0%	\$19,818	\$40,359	\$44,560	\$51,696	\$58,123	\$65,173	\$70,348	\$75,652	\$81,184
Total Uses		\$396,357	\$807,177	\$891,206	\$1,033,928	\$1,162,453	\$1,303,458	\$1,406,960	\$1,513,049	\$1,626,124
REMAINING TAX REVENUES FOR TAXING ENTITIES		2020	2021	2022	2023	2024	2025	2026	2027	2028
Salt Lake County		\$16,938	\$34,493	\$38,084	\$44,183	\$49,675	\$55,701	\$60,124	\$64,657	\$69,299
Salt Lake County Library		\$4,676	\$9,522	\$10,513	\$12,197	\$13,713	\$15,376	\$16,597	\$17,849	\$19,142
Granite School District		\$52,340	\$106,590	\$117,686	\$136,533	\$153,505	\$172,125	\$185,793	\$199,802	\$214,259
Millcreek City		\$13,463	\$27,417	\$30,272	\$35,119	\$39,485	\$44,275	\$47,790	\$51,394	\$55,098
South Salt Lake Valley Mosquito Abatement District		\$100	\$204	\$226	\$262	\$294	\$330	\$356	\$383	\$411
Mt. Olympus Improvement District		\$1,867	\$3,802	\$4,198	\$4,870	\$5,475	\$6,139	\$6,627	\$7,127	\$7,640
Central Utah Water Conservancy District		\$2,677	\$5,451	\$6,018	\$6,982	\$7,850	\$8,802	\$9,501	\$10,217	\$10,950
Unified Fire Service Area		\$12,433	\$25,319	\$27,955	\$32,431	\$36,463	\$40,886	\$44,132	\$47,460	\$50,879
Total		\$104,493	\$212,798	\$234,951	\$272,577	\$306,460	\$343,634	\$370,920	\$398,889	\$427,512

**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>

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

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.

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

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.

**SALT LAKE COUNTY COUNTYWIDE POLICY:
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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 ~~and~~ the 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 11th DAY OF September, 2018.

SALT LAKE COUNTY COUNCIL



Aimee Winder-Newton, Chair

ATTEST:



Sherrie Swensen, County Clerk

APPROVED AS TO FORM

/s Kelly W. Wright 089/117/2018
Deputy District Attorney Date