



AGENDA
REDEVELOPMENT AGENCY
OF THE CITY OF OREM
November 11, 2014

CALL TO ORDER

APPROVAL OF MINUTES

1. **MINUTES of Redevelopment Agency Meeting of September 23, 2014**

SCHEDULED ITEMS

2. **RESOLUTION – Approving an Interlocal Cooperation Agreement between the Redevelopment Agency of the City of Orem and the Orem Metropolitan Water District**

RECOMMENDATION: The Economic Development Division Manager recommends that the Redevelopment Agency of the City of Orem, by resolution, enter into the Interlocal Cooperation Agreement with the Orem Metropolitan Water District.

BACKGROUND: The Redevelopment Agency of the City of Orem desires to enter into this agreement to receive a portion of property tax increment generated within the University Place Community Development Area back from the Orem Metropolitan Water District. Tax Increment arising from the development of the Project may be used to pay for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land incentives, desirable Project Area improvements, and other items as approved by the Agency.

3. **RESOLUTION – Approving an Interlocal Cooperation Agreement between the Redevelopment Agency of the City of Orem and the Central Utah Water Conservancy District**

RECOMMENDATION: The Economic Development Division Manager recommends that the Redevelopment Agency of the City of Orem, by resolution, enter into the Interlocal Cooperation Agreement with the Central Utah Water Conservancy District.

BACKGROUND: The Redevelopment Agency of the City of Orem desires to enter into this agreement to receive a portion of property tax increment generated within the

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL REDEVELOPMENT AGENCY MEETINGS.

If you need a special accommodation to participate in the Redevelopment Agency meeting, please call the City Recorder’s Office at least 3 working days prior to the meeting.

(Voice 229-7074)

This agenda is also available on the City’s Internet webpage at orem.org

University Place Community Development Area back from the Central Utah Water Conservancy District. Tax Increment arising from the development of the Project may be used to pay for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land incentives, desirable Project Area improvements, and other items as approved by the Agency

ADJOURN TO CITY COUNCIL MEETING

DRAFT

REDEVELOPMENT AGENCY
of the
CITY OF OREM
September 23, 2014

CONDUCTING

Chair Richard F. Brunst, Jr.

BOARD OF DIRECTORS

Hans Andersen, Margaret Black, Tom Macdonald, Mark
Seastrand, David Spencer, and Brent Sumner

APPOINTED STAFF

Jamie Davidson, Brenn Bybee, Richard Manning, Ryan
Clark, and Taraleigh Gray

EXCUSED

Board member Mark E. Seastrand

The Redevelopment Agency (RDA) Meeting convened at 7:09 p.m.

APPROVAL OF MINUTES – July 22, 2014

Mr. Andersen **moved** to approve the minutes of the July 22, 2014, Redevelopment Agency Meeting. Mrs. Black **seconded** the motion. Those voting aye: Hans Andersen, Margaret Black, Richard F. Brunst, David Spencer, and Brent Sumner. The motion **passed** unanimously.

SCHEDULED ITEMS

RESOLUTION: Adopt an official Project Area Plan for the University Place Community Development Project Area

Ryan Clark said the University Place Community Development Area (CDA) and its subsequent Draft Project Area Plan would facilitate the redevelopment of the University Mall property located at 575 East University Parkway and redevelopment of surrounding properties. University Place was a master-planned, mixed-use redevelopment project that would add Class A office space, additional retail, a new park, residential units, and additional infrastructure to an already successful regional retail shopping mall.

It was estimated that the following development would be constructed as part of the University Place revitalization project:

- 400,000 SF new retail (less 175,000 SF of existing retail to be demolished)
- 700,000 SF new office
- 1,250,000 SF new multifamily residential
- 70,000 SF new hotel

Tax Increment arising from the development of the Project could be used to pay for public infrastructure improvements, Agency-requested improvements and upgrades, both off-site and

1 on-site improvements, land incentives, desirable Project Area improvements, and other items as
2 approved by the Agency.

3
4 Adoption of the Draft Project Area Plan would assist the City of Orem with business attraction
5 and expansion, new job growth, increased tax revenues, and was anticipated to act as a catalyst
6 to future development and reinvestment in the surrounding area.

7
8 Mr. Davidson said staff sought consideration for the proposed University Place CDA.

9
10 Ryan Clark led a presentation to the Board regarding the proposed University Place CDA. He
11 explained the tools that could be utilized for economic growth in Orem as follows:

12
13 Tax Increment Project Areas

- 14 • Under Utah Code 17c “Limited Purpose Local Government Entities – Community
15 Development and Renewal Agencies Act,” Utah’s local governments had the authority to
16 conduct economic development activities within their communities through their
17 Redevelopment Agencies.
- 18 • Under the act, agencies were allowed to create three types of project areas:
 - 19 ○ Community Development Areas (CDAs)
 - 20 ○ Economic Development Areas (EDAs)
 - 21 ○ Urban Renewal Areas (URAs)

22
23 Mr. Clark said the CDA was an available tool that the City could utilize to maintain stability in a
24 competitive marketplace. The City needed to compete with other jurisdictions, both inside and
25 outside Utah. Many could argue that the tool was not the correct tool to use and, if that was the
26 case, then the State legislature should remove the tool.

27
28 Mr. Clark explained some examples of competition:

- 29 • Other peer cities had used RDAs and tax-increment incentives to attract Orem businesses
30 away from Orem, for example:
 - 31 ○ DoTerra – 527 jobs (left Orem and went to Pleasant Grove)
 - 32 ○ Adobe – 650 jobs (left Orem and went to Lehi, grew to 950 jobs)
 - 33 ○ AtTask – 145 jobs (left Orem and went to Lehi)
 - 34 ○ Xactware – 507 jobs (left Orem and went to Lehi)

35 Mr. Clark said Orem had lost 1,700-plus jobs to developments attracting business away from the
36 City of Orem.

37
38 Mr. Clark said Orem needed to grow assessed property values to grow its property tax base. He
39 introduced Tax Increment benefits as follows:

- 40 • Keep current dollars – there would be no tax increase to citizens.
- 41 • Limit exposure – arrangement would involve post-performance incentive
 - 42 ○ No City/RDA debt issuance would be necessary.
- 43 • Keep 25 percent of revenue from new development (estimated at \$3.2 million).
- 44 • After the 20-year project area term, the City would retain all City-dedicated property tax
45 increment.

DRAFT

1 Mr. Davidson said under current Utah redevelopment law, once a project area was created and
2 the project base locked in, in the event that property was being demolished, the property tax on
3 the demolished property would stay at the capture rate. The CDA protected the existing base at
4 the present, and would not negatively affect assessed valuation of property. There would be no
5 impact on property taxes to Orem. The CDA protected the City's assessed base at University
6 Mall.

7
8 Mr. Clark continued, saying the existing taxable value at University Place was \$130 million. The
9 potential taxable value of that area with the creation of a CDA would be \$430 million. With that,
10 Orem would also benefit from increased sales tax (\$11.3 million), gas and electric franchise fees
11 (\$8.2 million), and hotel transient room taxes (\$6.76 million).

12
13 Mr. Clark showed graphics depicting the potential taxable values with and without the CDA.

14
15 Mr. Davidson said the discussion being had was about money that did yet not exist. The CDA
16 would be taking proceeds from new tax increment and investing it in new infrastructure.

17
18 Mr. Clark explained that Orem had water and sewer lines running throughout the mall property
19 that required updating. The existing infrastructure was well over 43 years old. The City would
20 need to improve that infrastructure regardless of the University Place project. The cost for the
21 infrastructure requiring update was estimated as follows:

- 22 • \$5.4 million for road and utility infrastructure
- 23 • \$3.9 million for East to West road construction.

24 The CDA was a means to pay for infrastructure and transportation from redevelopment dollars.
25 Updating the infrastructure would also mitigate traffic issues along University Parkway at State
26 Street and 800 East.

27
28 Mr. Clark outlined the expense of redevelopment. Orem had a limited amount of "greenfield"
29 (undeveloped raw land). There were 299 undeveloped acres in Orem, and 288 acres of
30 farmland/orchards in Orem. The total acreage in Orem was 11,712 acres, with only 5 percent
31 being greenfield. Orem's neighboring/competing cities had raw land available for development.
32 Orem did not have the luxury of undeveloped "greenfield" areas. For that reason, redevelopment
33 was Orem's best option.

34
35 Mr. Clark said the University Place development was important to Orem in that the University
36 Mall area was a major tax contributor to the City, which tax revenue was extremely important for
37 the City to sustain services.

38
39 Mr. Davidson said recently the City had had the opportunity to meet with many rating agencies,
40 one of which was excited with the fact the City was choosing to reinvest in the property in
41 question. The rating agency was encouraged that a developer wanted to reinvest in a community.
42 The creation of the CDA would positively impact Orem from a rating perspective.

43
44 Mr. Clark discussed Class A office space, a component of the mixed-use at the University Place
45 development project. Orem had a disadvantage in that there was not a lot of Class A office space

1 available within the city. The University Place development planned to incorporate Class A
2 office space within the development at the existing University Mall, which would give Orem an
3 advantage by being able to provide office space for potential businesses to come to Orem.

4
5 Mr. Clark showed graphics that illustrated the proposed University Place development to show
6 the different features that would be foregone, should the Alpine School District only choose to
7 participate at a lesser percentage split.

8
9 Mr. Clark said RDAs (and the similar CDAs) add value to a city. He provided the following
10 information to support that:

Growth Assessed Value (Since Inception)	Growth Rate	Average Annual Growth Rate
Orem Business Park 85-1	8,039.3%	17.7%
Timpanogos Research and Tech Park 85-02	832.3%	8.3%
1300 S (East) 85-03A	218.8%	4.4%
1300 S (West) 85-03B	1,537.7%	10.9%
State Street (South) 85-04	167.8%	3.7%
State Street (North) 87-10	113.5%	3.2%
500 North to 1200 N 90-08	209.3%	5.0%

11
12 Mr. Macdonald asked if the University Mall had ever incorporated into an RDA. Mr. Clark said
13 it had not.

14
15 Mr. Clark said that all of Orem's existing RDAs had increased in taxable value. The RDAs were
16 projected to create over \$66 million in total property tax increment. Tax increment had built
17 roads and other utility infrastructure, financed park and recreation improvements, promoted job
18 growth, and spurred retail development.

19
20 Mr. Clark showed aerial photos depicting the growth of several RDAs in Orem. He said creating
21 a CDA would allow for faster development and would allow for more high quality development
22 with the assessed valuations. It would also build momentum for attracting new tenants.
23 Furthermore, the CDA would act as a catalyst for further development surrounding the CDA.

24
25 Mr. Davidson said that, as currently proposed, the project had an upside of \$13 million of new
26 revenue. The idea of post-performance incentive was not unique to Orem.

27
28 Mayor Brunst said he was excited about Woodbury investing in Orem. Woodbury and Orem had
29 worked hard over the years to help and support each other. The CDA had tremendous benefit. He
30 said the City should go for the long term and for the benefits that would come from the long
31 term.

32
33 Randy Woodbury said he wanted to reiterate the post-performance aspect of the project. If
34 Woodbury did not make the investment, there would be no participation as a rebate. Creating a
35 CDA was a means of leveraging a way to do more.

DRAFT

1 Mayor Brunst said the five taxing entities would each take part, and the money would be earned
2 by Woodbury's performance.

3
4 Mayor Brunst opened the public hearing

5
6 Wayne Burr said the Council sometimes made a mistake. The idea that the Board always made
7 the right decisions was not always true. He said he wondered how the Board would find out the
8 will of the people. He said the issue should be put on the ballot to ask the people if they wanted
9 to do it. Government getting involved in business was not a founding principle of the country. He
10 asked that the people be allowed to vote on the issue.

11
12 Jim Fawcett said he found out the project was not feasible. Woodbury came to the City to rezone
13 the area to carry out its grand ideas. Mr. Fawcett asked why the City should build a road on
14 private property. The mall could do what it wanted, and if they could not afford it then the City
15 should stand back.

16
17 Bob Wright said he had always been in favor of the mall to be developed. He said the City
18 should allow Woodbury to carry out its project without the City getting involved in any
19 investment in the project.

20
21 Jacob Seibach said he had concerns about the creation of a CDA. He said he wanted the
22 redevelopment, but government should not be involved. The mall should invest as it had the
23 funds.

24
25 Melodee Andersen spoke in opposition of the CDA. She voiced concern for government getting
26 involved in corporate welfare.

27
28 Margaret Holmes wondered what would happen if Woodbury was unable to do what it intended.
29 She wondered why Orem was reinvesting in something it did not have a guarantee on.

30
31 Sharon Anderson said governments were set up to secure the rights of the people. She did not see
32 how this project was protecting the rights of the citizens of Orem. If it was a viable project it
33 would be successful without Orem's subsidy in the form of tax increment. She wondered how
34 Alpine would make up the millions of dollars it would not get back. She did not think it was right
35 to bestow all the benefits upon one corporation.

36
37 Bonnie Pence spoke in opposition of the CDA. She said it wasn't a matter of "if," but rather
38 "when" that the dollar would no longer be the dominating currency. In time, people would not
39 have the ability to buy things they wanted. Because of that, there was no need to put in more
40 retail.

41
42 Nathan Guinn spoke of his disappointment that the Board was not representing the people of
43 Orem. If there was a company unable to recognize the highest and best use of the real estate, then
44 someone would come along and buy it up. He thought the City should allow the Mall and free
45 enterprise to take place.

1 An unnamed citizen said education cost more in the United States than it did on the other side of
2 the Atlantic. He suggested the Alpine School District put money into teachers, not buildings. He
3 spoke in opposition of the CDA.

4
5 Becky Coldwell asked that the Board put the CDA decision to a vote of the citizens. She did not
6 think an expeditious process was necessary. She said she felt passionately to let the free
7 enterprise system work and did not think it was the role of government to get involved.

8
9 Jim Evans said the majority of citizens liked what Orem had to offer, such as parks and various
10 City resources which were made available to the citizens on a daily basis. He shared a quote and
11 said “growth was never by mere chance; it was by force of working together.” He spoke in favor
12 of approving the CDA and said the RDA Board had to determine if it was willing to be bold.

13
14 Matt (last name not given) said government worked best when decisions were based on solid
15 principles. He said the creation of a CDA failed on three accounts: risk, fairness, and meddling.
16 Just because it looked appealing did not mean the City should get involved.

17
18 Phil Borg said it was disappointing that the City was gambling taxpayer money.

19
20 Leslie Louw said she did not care about high-rise buildings in downtown Orem. She spoke in
21 opposition of the CDA and encouraged the Board to support liberty and justice for all.

22
23 Lyn Lyman said she wanted the City to consider the cost to build the proposed project. She
24 voiced opposition to the project at University Mall and the CDA.

25
26 Kathy Young asked if the Board had gone door to door and asked the citizens what they wanted
27 and if the citizens knew what the proposed plan was.

28
29 Dave Howard said he had to pay for infrastructure out-of-pocket for the building of his home.
30 The Board and Chair had no right to choose to invest the taxpayers’ money in the proposed way.

31
32 Brian Kelly shared a personal story and said it was jobs that kept people in Orem. He spoke in
33 favor of the CDA.

34
35 Mayor Brunst closed the public hearing. He allowed time for the Board members to voice their
36 views on the creation of a CDA.

37
38 Mr. Spencer said that if costs went up, then that would be Woodbury’s problem. He said the
39 State legislature endorsed the program.

40
41 Mr. Davidson said a lot of growth was happening in the northern part of Utah County. Much of
42 that investment came from tools (businesses) that had left Orem. There were many businesses
43 that had their genesis in Orem and had since left, namely Adobe. Businesses left because they
44 did not have the opportunity to grow here. Many cities offered incentives for businesses to move
45 to their areas, incentives that Orem did not have the ability to offer. What was unique about the
46 CDA proposal was that it would not be using proceeds to entice one particular tenant.

DRAFT

1 Infrastructure was the goal. Utility lines, parking structures, parks, and roads would all come
2 with the creation of the CDA at University Place. All of the added infrastructure would remain in
3 the Orem community, regardless of what businesses would occupy the space within the
4 buildings. Mr. Davidson applauded the developer for wanting to invest in Orem. Mr. Davidson
5 said that it was a mistake to choose not to take advantage of the tools and resources available.
6 The CDA tools should be considered as part of any economic development endeavor.

7
8 Mr. Macdonald said he agreed that there were several projects in the past that the city got
9 involved in, which had not come to fruition. However, he said a CDA was not a tax increase.
10 Orem and the other taxing entities would continue to get 100 percent of what they were getting at
11 the capture rate and would share the increase. Woodbury would take the risk. He said it was
12 unfortunate that people did not understand the win-win philosophy of the CDA economic tool.
13 Orem would not have to front the necessary infrastructure. Mr. Macdonald addressed the fear
14 that if it was good for some it must be bad for them. That was not the case. Tax revenues for the
15 city would increase, and Orem would share part of the increase over the 20 years. As a Board
16 member and landlord, he was in favor of the CDA. He did not want to put up a sign that said
17 Orem was closed for business. The City would not get another chance like this in the near future,
18 so he encouraged the Board to keep Woodbury and the University Mall in Orem, and to keep it
19 vibrant.

20
21 Mr. Andersen said earlier in the meeting the Council had voted to allow property owners to
22 develop their property as they wished. Another group was at the meeting who wanted to develop
23 854 apartments. He wondered what the difference was between them. He wondered how the City
24 justified the little business to the big businesses. He thought the mall was asking for a 75 percent
25 discount on property taxes. He did not understand how the City could have the little landlord pay
26 100 percent of property tax when the big landlord was getting a 75 percent discount. Mr.
27 Andersen said the Board was talking about giving one business \$63 million. He asked if that was
28 fair. The creation of a CDA would not change the shopping habits of the people of Orem. Private
29 enterprise should be allowed to be free enterprise. He said the highest and best use was allowing
30 the free market to work. Mr. Andersen said the citizens could refer this action, just like they had
31 the truth in taxation effort two years ago.

32
33 Mrs. Black said it was important to get the facts given by the presentation. She voiced concern
34 about the robo-call funded by Mr. Andersen that was sent through Orem. She encouraged
35 citizens to get the information to fellow citizens and get them aware of all of the facts. The
36 amount of \$9.6 million was different from the \$63 million mentioned in the robo-call. She
37 stressed the need for citizens to be aware of the facts and what was real. Mrs. Black said the
38 money would come solely from future taxes. No increment tax would be generated if there was
39 no growth. This was a great investment in the future of Orem. The value of the City was
40 estimated to grow six fold in that period of time. No matter how much value was created, Orem
41 would not lose anything because any tax increment distributed to Woodbury was dependent on
42 Woodbury's performance. All the entities would continue to collect current values. Mrs. Black
43 said Woodbury would only be able to use the tax increment funds for public infrastructure
44 improvements. The road which would be erected would relieve traffic, the park would be a new
45 feature in the city, and aging utilities would be replaced—all because Woodbury would be

1 investing \$500 million of its own money into the project. Cities used the RDA tool to incentivize
2 and attract business. Revitalized areas in other cities were the result of the same tool. Mrs. Black
3 said she supported the CDA and believed the effort would serve as a catalyst for other
4 developments in Orem.

5
6 Mr. Spencer said his main concern in Orem was the future. He was concerned about the utilities,
7 all of which were aging. Utilities would have to go up. If the City was looking at the future, and
8 Woodbury was willing to put in \$500 million dollars for a property tax rebate on the additional
9 value they bring into the property, to him it was a win-win. He wondered what the Board was
10 guaranteeing with the moving forward.

11
12 Mr. Clark said the City would not be guaranteeing anything; it would be up to Woodbury to
13 perform. The base capture rate would not change. The cost to the City was nothing. The cost to
14 the citizens was nothing. There would be no bonding.

15
16 Mayor Brunst said they were there as elected officials to make the best choice for Orem. The
17 reality was that the CDA tool was post-performance tax increment financing. Woodbury was
18 taking the risk, not the City. There would be no bonding, and the City would not be going into
19 any debt. The citizens would not be taxed more. More jobs would be created through using the
20 CDA tool. Through judicious and wise use of business incentives, Utah's local economy had
21 grown. Mayor Brunst said he believed there were many benefits in using the incentives that the
22 legislature had put into place.

23
24 Mayor Brunst **moved**, by resolution, to adopt an official Project Area Plan for the University
25 Place Community Development Project Area. Mrs. Black **seconded** the motion. Those voting
26 aye: Margaret Black, Richard F. Brunst, Tom Macdonald David Spencer, and Brent Sumner.
27 Those voting nay: Hans Andersen. The motion **passed**, 5-1.

28
29 RESOLUTION - Approve an Interlocal Cooperation Agreement between the
30 Redevelopment Agency of the City of Orem and the City of Orem

31
32 Mr. Clark said the Redevelopment Agency of the City of Orem desired to enter into this
33 agreement to receive a portion of property tax increment generated within the University Place
34 Community Development Area back from the City of Orem. Tax Increment arising from the
35 development of the Project may be used to pay for public infrastructure improvements, Agency
36 requested improvements and upgrades, both off-site and on-site improvements, land incentives,
37 desirable Project Area improvements, and other items as approved by the Agency.

38
39 Mr. Clark summarized by stating the resolution authorized the mechanics of the 75/25 split.

40
41 Mrs. Black **moved**, by resolution, to approve an Interlocal Cooperation Agreement between the
42 Redevelopment Agency of the City of Orem and the City of Orem. Mr. Macdonald **seconded** the
43 motion. Those voting aye: Margaret Black, Richard F. Brunst, Tom Macdonald, David Spencer,
44 and Brent Sumner. Those voting Nay: Hans Andersen.

DRAFT

1 At Mr. Spencer's request, Greg Stevens, City Attorney, clarified that the resolution would
2 authorize the 75/25 split. At a later point, an agreement would determine specifically what the
3 developer could do with the tax increment.
4

5 **ADJOURNMENT**

6
7 Mr. Macdonald **moved** to adjourn the meeting of the Redevelopment Agency of the City of
8 Orem and to reconvene the Orem City Council meeting. Mr. Spencer **seconded** the motion.
9 Those voting aye: Mr. Andersen, Mrs. Black, Mr. Brunst, Mr. Spencer, and Mr. Sumner. The
10 motion **passed** unanimously.

11
12 The meeting adjourned at 9:24 p.m.

CITY OF OREM
REDEVELOPMENT AGENCY MEETING
NOVEMBER 11, 2014



REQUEST:	RESOLUTION – Approving an Interlocal Cooperation Agreement between the Redevelopment Agency of the City of Orem and the Orem Metropolitan Water District
APPLICANT:	City of Orem Economic Development Division
FISCAL IMPACT:	\$9,607,695 of future tax increment funds (estimate from the model)

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- Posted on State website
- Faxed to newspapers
- E-mailed to newspapers
- Neighborhood Chair

PREPARED BY:
Ryan L. Clark
EDD Manager

RECOMMENDATION:

The Economic Development Division Manager recommends that the Redevelopment Agency of the City of Orem, by resolution, enter into the Interlocal Cooperation Agreement with the Orem Metropolitan Water District.

BACKGROUND:

The Redevelopment Agency of the City of Orem desires to enter into this agreement to receive a portion of property tax increment generated within the University Place Community Development Area back from the Orem Metropolitan Water District. Tax Increment arising from the development of the Project may be used to pay for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land incentives, desirable Project Area improvements, and other items as approved by the Agency.

DRAFT

RESOLUTION NO. _____

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF OREM, UTAH APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE OREM METROPOLITAN WATER DISTRICT

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of Title 17C of the Utah Code as amended, known as the Limited Purpose Government Entities – Community Development and Renewal Agencies Act (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS, the Redevelopment Agency of the City of Orem, Utah (the “Agency”) and the Orem Metropolitan Water District (the “District”) are “public agencies” for purposes of the Interlocal Act; and

WHEREAS, after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Cooperation Agreement with the District whereby the District would remit to the Agency a portion of the property tax increment generated within the University Place Community Development Project Area, (the “Project Area”) which would otherwise flow to the District, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area as permitted under the CDRA Act; and

WHEREAS, Section 11-13-202.5 of the Interlocal Act requires that certain Interlocal Cooperation Agreements be approved by resolution of the legislative body of a public agency.

THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF OREM, UTAH AS FOLLOWS:

1. The Interlocal Cooperation Agreement between the Agency and the District, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved and shall be executed for and on behalf of the Agency by the Chair and countersigned by its Secretary.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approved as to form and legality.
3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

DRAFT

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

PASSED AND APPROVED this 11th day of **November** 2014.

Richard F. Brunst, Jr., Agency Chair

ATTEST:

Donna R. Weaver, Secretary

BOARD MEMBERS VOTING "AYE"

BOARD MEMBERS VOTING "NAY"

EXHIBIT A – INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2014, by and between **THE REDEVELOPMENT AGENCY OF THE CITY OF OREM, UTAH** a community development and renewal agency and political subdivision of the State of Utah (the “Agency”), and the **OREM METROPOLITAN WATER DISTRICT**, a political subdivision of the State of Utah (the “District”) (collectively the “Parties” or in the singular “Party”) in contemplation of the following facts and circumstances:

- A. **WHEREAS**, the Agency was created and organized pursuant to an ordinance dated August 14, 1984 (O-84-0031) and continues to operate under the provisions of the Limited Purpose Government Entities - Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting the City of Orem, Utah (the “City”) in development activities; and
- B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (Utah Code Title 11, Chapter 13) (the “Interlocal Act”); and
- C. **WHEREAS**, the Agency has created the University Place Community Development Project Area (the “Project Area”), through the adoption of the University Place Community Development Project Area Plan (the “Project Area Plan”), located within the City, which Project Area is described in Exhibit “A” attached hereto and incorporated herein by this reference; and
- D. **WHEREAS**, the Project Area contains the University Mall, which is anticipated to be revitalized, with encouragement and planning by the Agency, into residential, retail, hotel, and office uses. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and the Agency may enter into one or more Development/Participation Agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property taxes, referred to as “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and
- E. **WHEREAS**, historically, the Project Area has generated a total of \$1,590,821 per year in property taxes for the various taxing entities, including the City, Utah County (the “County”), Alpine School District (the “School District”), the Central Utah Water Conservancy District (the “CUWCD”), and the District; and
- F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, the CUWCD, and the District are projected to total approximately \$6,510,910 per year; and
- G. **WHEREAS**, the Agency has requested the City, the County, the School District, the CUWCD, and the District to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased property tax which will be generated by the Project Area; and
- H. **WHEREAS**, the District and the Agency have determined that it is in the best interests of the District to provide certain financial assistance through the use of Tax Increment in connection with the development of the Project to carry out the Project Area Plan; and
- I. **WHEREAS** Utah Code §17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District’s share of Tax Increment generated from the Project Area for the purposes set forth therein; and
- J. **WHEREAS**, Utah Code § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and

K. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community development and tax increment projects across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for the remittance of tax increment revenues within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit “B”; and

L. **WHEREAS**, the Project Area Plan has been adopted by the Agency through resolution passed on September 23, 2014 and made effective through Ordinance No. O-2014-0034 passed by the City; and

M. **WHEREAS**, the Agency has also prepared a draft of the University Place Community Development Project Area Budget (the “Project Area Budget”), a copy of which is attached as Exhibit “C”, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

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

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The District has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The District has determined that it is in the best interests of the District to pay specified portions of the Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency in the construction and installation of infrastructure improvements and other development related costs needed to serve the Project Area, to the extent permitted by the Act, as amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2013, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2013 Utah County assessment rolls for all property located within the Project Area (which is currently estimated to be \$129,187,998, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement with Developers.** The Agency is authorized to enter into one or more agreements with developers which may provide for the payment of certain amounts of Tax Increment to the developer based upon the developer’s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the developer that the developer, or its approved successors in title as owners of the property, shall pay any and all taxes and assessments which shall be assessed against the property in accordance with levies made by applicable municipal entities in accordance with the laws of the State of Utah applicable to such levies.

5. **Payment Trigger.** The first year (“Year One”) of payment of Tax Increment from the District to the Agency shall be determined by the Agency, but shall be no later than 2018. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Twenty.

6. **Total Payment to Agency.** The District shall remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Twenty, 75% of the annual Tax Increment generated from the Project Area. The County is authorized and instructed to pay all of the Tax Increment to the Agency annually, and the Agency will then distribute to the District the District's 25% portion of the Tax Increment, and the Agency will retain the 75% balance.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collection agency for the District. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the District, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County from the Project Area.

8. **No Independent Duty.** The District shall be responsible to remit to the Agency only Tax Increment actually received by the County. The District shall have no independent duty to pay any amount to the Agency other than the Tax Increment described in paragraph 6 of this Agreement on an annual basis from and including Year One through and including Year Twenty.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

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

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

If to District:
Orem Metropolitan Water District
Attn: Board of Trustees
1450 W. 550 N.
Orem, UT 84057
Facsimile:

If to Agency:
Redevelopment Agency of Orem City
Attn: Agency Board
56 N. State Street
Orem, UT 84057
Facsimile: (801) 229-7031

Any Party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or

delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any Party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a Party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

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

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

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

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

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty.
23. **Assignment.** No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any Party, the order of any court of competent jurisdiction, or termination as a result of any legislative action requiring such termination, any funds held by the Agency, and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, shall be returned to the Party originally remitting same to the Agency and upon such return, and this Agreement shall be deemed terminated and of no further force or effect.
25. **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 and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Interlocal Act;
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Interlocal Act;
 - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act;
 - d. The CEO of the Agency is hereby designated the administrator for all purposes of the Interlocal Act, pursuant to Section 11-13-207 of the Interlocal Act; and
 - e. Should a Party to this Agreement desire to terminate this Agreement, in part or in whole, each Party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
 - f. Immediately after execution of this Agreement by both Parties, each of the Parties shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Interlocal Act.
 - g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

District: OREM METROPOLITAN WATER DISTRICT

Attest:

By: _____

Its: Board Chairman

District Secretary

Approved as to form:

Attorney for the District

Agency: REDEVELOPMENT AGENCY OF THE CITY OF OREM

Attest:

By: _____

Richard F. Brunst, Jr.

Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

An area of real property located in the NE Quarter of Section 26 and the SE Quarter of Section 23, T. 6 S. R 2 E. S.L.B. & M., more particularly described as follows:

Commencing at a point which is S. 89°18'03" E. 142.38 feet along the Section Line and from the North 1/4 Corner of Section 26, T. 6 S., R. 2 E., S.L.B. & M. to the point of beginning, (which point is +/- on the Westerly Right of Way Line of State Street); thence along said Westerly Right of Way Line S. 18°29'52" E, 582.92 feet to the Northerly Right of Way Line +/- of University Parkway; thence along said Northerly Right of Way Line for the next eight calls, N. 88°20'55" E. 489.31 feet; thence S 89°21'02" E. 315.94 feet; thence along a Curve to the Right, the Radius is 766.62 feet, the Arc Length is 177.24 feet, the Chord Bearing is S. 86°40'38" E. the Chord Length is 176.85 feet; thence along a Compound Curve to the Right, the Radius is 10889.46 feet, the Arc Length is 265.96 feet, the Chord Bearing is S. 81°07'54" E. the Chord Length is 265.95 feet; thence S. 78°55'57" E. 202.90 feet; thence along a Curve to the Left, the Radius is 3599.59 feet, the Arc Length is 484.04 feet, the Chord Bearing is S. 81°28'08" E. the Chord Length is 483.68 feet; thence S. 89°37'22" E. 339.25 feet; thence along a curve to the Left, the Radius is 33.72 feet, the Arc Length is 51.39 feet, the Chord Bearing is N. 43°36'28" E. the Chord Length is 46.56 feet; thence along the Westerly side of 800 East Street for the next five calls, N. 0°02'59" E. 981.25 feet; thence West 15.02 feet; thence N. 3°35'49" W. 339.03 feet; thence East 35.20 feet; thence N. 0°23'52" W. 1938.15 feet; thence along the Southerly Right of Way Line +/- of 800 South for the next three calls, N. 88°49'10" W. 602.03 feet; thence S. 30°13'24" W. 25.21 feet; thence West 696.26 feet; thence South 133.07 feet; thence West 176.56 feet; thence South 326.41 feet; thence East 95.74 feet; thence South 219.18 feet; thence West 14.74 feet; thence South 81.45 feet; thence West 56.34 feet; thence S. 1°34'18" W. 277.32 feet; thence West 38.62 feet; thence South 97.40 feet; thence S. 83°14'59" E. 119.41 feet; thence South 90.25 feet; thence S. 85°48'17" E. 26.30 feet; thence S. 0°45'03" W. 685.85 feet; thence N. 89°17'31" W. 773.46 feet; thence N. 0°27'31" W. 7.77 feet; thence N. 88°59'39" W. 33.40 feet; thence N. 0°44'23" W. 53.42 feet; thence N. 89°22'23" W. 111.23 feet; thence S. 0°58'02" W. 203.19 feet; thence N. 88°44'39" W. 344.36 feet to the Easterly Right of Way Line +/- of State Street; thence S. 18°25'51" E. 554.20 feet along said Right of Way Line to the point of beginning.

Containing 133.6 Acres more or less.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

FINAL PROJECT AREA PLAN UNIVERSITY PLACE COMMUNITY DEVELOPMENT AREA (CDA)

OREM REDEVELOPMENT AGENCY, UTAH



ADOPTED SEPTEMBER 23, 2014


**LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
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Introduction

The Redevelopment Agency of the City of Orem, Utah (the “Agency”), following thorough consideration of the needs and desires of The City of Orem (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 University Place Community Development Project Area (the “Project Area”). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which is located on the northeast corner of State Street and University Parkway. 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 and Agency have determined that it is in the best interest of its residents to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents of the City and other taxing districts.

The Project is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Community Development and Renewal Agencies Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been scrupulously observed at all times throughout the establishment of the Project Area.

UTAH CODE
§17C-4-101

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

Pursuant to the provisions of §17C-4-101 of the Community Development and Renewal Agencies Act (“Act”), the governing body of the Agency adopted a resolution authorizing the preparation of a draft community development project area plan on July 22, 2014.

Utah Code
§17C-4-102

Recitals of Prerequisites for Adopting a Community Development Project Area Plan

In order to adopt a community development project area plan, the agency shall;

- ☐ Pursuant to the provisions of §17C-4-102(2)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- ☐ Pursuant to the provisions of §17C-4-102 of the Act, the Agency has conducted one or more public hearings for the purpose of 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-4-102 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. The Agency will hold a public hearing on the draft plan on September 23, 2014.

Definitions

As used in this Community Development Project Area Plan:

The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 4, 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.

The term "**Agency**" shall mean the Redevelopment Agency of the City of Orem, which is a separate body corporate and politic created by the City pursuant to the Act.

The term "**Base Taxable Value**" shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-4-201(2) from which tax increment will be collected.

The terms "**City**" or "**Community**" shall mean The City of Orem.

The term "**Legislative Body**" shall mean the City Council of Orem which is the legislative body for the City.

The term "**Plan Hearing**" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-4-102.

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

The term "**Project Area Budget**" shall mean 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;
- ☐ the Tax Increment expected to be used to cover the cost of administering 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.

The term "**Project Area Plan**" shall mean the written plan that, after its effective date, guides and controls the community development activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference.

The term "**Taxes**" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

The term "**Taxing Entity**" shall mean any public entity that levies a tax on any property within the Project Area.

The term “**Tax Increment**” shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the Project Area designated in the Project Area Budget as the area from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the Base Taxable Value of the property.

UTAH CODE
§17C-4-103(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 as, respectively, **Exhibit “A”** and **Exhibit “B”** and incorporated herein. The Project Area is located on the northeast corner of State Street and University Parkway. Most of the Project Area will be a master planned development surrounding the University Mall with intention to revitalize the area. The planned development includes residential, office, retail, and civic uses. The Project Area is comprised of 133.6 acres total, including approximately 85 affected parcels, equaling 129.6 acres of property (4.0 acres are rights of way and other variances in acreage associated with County records of individual parcels).

As delineated in the office of the Utah County Recorder, the Project Area encompasses all of the parcels detailed in **Exhibit “C.”**

UTAH CODE
§17C-4-103(2)

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

General Land Uses

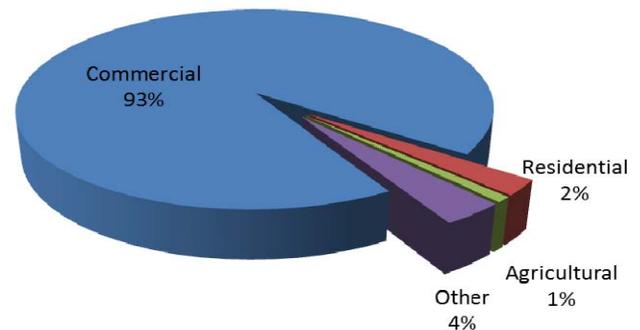
A significant amount of property within the Project Area consists of land associated with the University Mall which is aging and in need of revitalization. Additional land has also been included in the Project Area which could be redeveloped into a higher and better use in connection with the University Place revitalization plans. Table I and Figure I summarize the approximate acreage of existing land uses by land use type.

TABLE 1: EXISTING LAND USES

Type	Acres	% of Area
Commercial	120.55	93%
Residential	3.19	2%
Agricultural	1.14	1%
Other*	4.70	4%
Total	129.58	100%

*Other includes land currently owned by The City of Orem and other government entities.

FIGURE 1: EXISTING LAND USES



Current zoning in the Project Area is primarily P-D and C-2, with a few parcels of R-8 included. These zones allow for general commercial and residential uses. The P-D zoning recently approved for the mall site allows the contemplated uses which include office and hotel buildings, retail, and residential uses. This Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including the goals and objectives in the City's General Plan.

Layout of Principal Streets

The principal streets are State Street (going northwest to southeast), 800 East (going north to south), and University Parkway (going east to west). The Project Area map, provided in **Exhibit "A"**, shows the principal streets in the area.

Population Densities

Currently, there is limited residential development within the Project Area which mostly consists of older homes on third-acre lots which have already been purchased and assembled by commercial entities for redevelopment into other uses. There is a significant day time population from the retail outlets in the mall.

Building Intensities

Buildings in the area are generally commercial and retail structures. The largest parcels are owned by the Woodbury Corporation in connection with the existing University Mall. Costco also leases a large parcel. No change is anticipated to the Costco building, but it was included in the Project Area because minor changes to the lot lines and outlying parking areas may be made in connection with the University Place redevelopment.

UTAH CODE
§17C-4-103(2)

Impact of Community Development on Land Use, Layout of Principal Streets, Population Densities and Building Intensities

Community development activities within the Project Area will mostly consist of revitalization of the University Mall and development of new office and residential areas. The types of land uses will include: commercial/retail, office, hotel, and residential. In order to redevelop the Project Area the Agency along with property owners, developers, and/or businesses will need to construct infrastructure improvements that enhance transportation and create better utilization of land.

General Land Uses

A majority of the land in the Project Area is owned by Woodbury Corporation and is planned to develop as a multi-use project around the existing University Mall. It is estimated that the following development will be constructed as part of the University Place revitalization project:

- 400,000 SF new retail (Less 175,000 SF of existing retail to be demolished)
- 700,000 SF new office
- 1,250,000 SF new multifamily residential, and
- 70,000 SF new hotel.

It is believed that this development will spark investment and renovation in the surrounding business community.

Layout of Principal Streets

The Agency anticipates that the development will require new roadways within the development to facilitate local and business traffic, but the roads will likely be owned and maintained by the Woodbury Corporation.

Population Densities

The Project Area will include additional residential development, thus the population density is anticipated to increase. Approximately 1200 units are planned within the Project Area, although zoning will allow for up to about 1500. Most of the housing (approximately 92 percent) is planned to be one- and two-bedroom units for working professionals and empty-nesters. The remaining eight percent is planned to be three-bedroom units. This daytime population will likely increase and diversify as office, retail, lodging and open space are expanded.

Building Densities

Building densities will increase as some of the planned development will be multi-story structures. Also, the intent of this plan is to promote higher occupancy levels within current buildings and greater economic utilization of the land area.

UTAH CODE
§17C-4-103(3)

Standards Guiding the Community Development

In order to provide maximum flexibility in the development and redevelopment 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. Development proposals in the Project Area will be subject to appropriate elements of the City's General Plan; the Land Use Ordinances of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the RDA, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or 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.

The general standards that will guide community development within the Project Area, adopted from the City's proposed General Plan are as follows:

Business attraction and expansion.

Orem City staff and community leaders should focus their marketing and recruitment efforts on a few "high yield" targets that will make a significant difference to the local economy.

Recruit, retain and expand employers.

Orem encourages existing firms to grow and expand their business operations, and focus business attraction efforts on established firms within the region that may need larger facilities or a new location within the region.

Spur revitalization.

It is anticipated that development within the Project Area will be the catalyst to future development and re-investment in the surrounding area.

UTAH CODE
§17C-4-103(4)

How the Purposes of this Title Will Be Attained By Community Development

It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate new quality development and improve existing private and public structures and spaces. This enhancement to the overall living environment and the restoration of economic vitality to the Project Area will benefit the community, the City, the County and the State.

The purposes of the Act will be attained as a result of the proposed Project Area by accomplishing the following items:

Provision for Commercial, Industrial, Public, Residential or Any Combination of These Uses

The Project Area Plan allows for commercial, retail, office, and residential uses. Increased employment in the Project Area will create new jobs that will benefit residents throughout the City and the County.

Provision of Private or Public Infrastructure

The proposed Project Area will provide infrastructure to support significant development in the area, to include street, culinary water, sanitary sewer, and storm water infrastructure, and property acquisition. Furthermore, the parking decks will provide for the necessary parking while accommodating a higher density development which will benefit the local taxing entities. Community parks and open space are also planned within the development.

UTAH CODE
§17C-4-103(5)

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

This Plan and the development contemplated thereby conform to the City's General Plan and City Code in the following respects:

Zoning Ordinances

Any development contemplated within the Project Area shall conform to the City's land use ordinances, including "Chapter 22: Zoning" of the City of Orem Code and applicable requirements associated with the PD-34 zone. Additionally, any development must be in harmony with the City's General Plan, including "Chapter 2 : Land Use." The current designation for the Project Area on the General Plan's Future Land Use Map is Community Commercial. Moreover, the Project Area Plan, and all proposed development conforms thereto.



Building Codes

The Project will conform to all building codes that are currently imposed by the City including “Chapter 7: Building, Construction and Safety Codes and Regulations” of the City Code.

Planning Commission

The Planning Commission will review any future development proposals contemplated in the Project Area and make such recommendation thereon to the City Council as may be needed to facilitate development in the Project Area.

UTAH CODE
§17C-4-103(6)

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

The primary objectives of the community development include: 1) provide public infrastructure and parking deck capacity needed to redevelop and revitalize the University Mall area and 2) create jobs.

UTAH CODE
§17C-4-103(7)

Method of Selection of Private Developers to undertake the Community Development and Identification of Developers Currently Involved in the Process

Qualified Owners

This Project Area plan provides reasonable opportunities for owners of property in the Project Area to participate in the development and/or redevelopment of property in the Project Area through tax increment if they enter into a participation agreement with the Agency. The following general guidelines, which are all subject to final review, modification, and approval by the Agency, will apply in the Project Area:

- ☐ Owners may retain, maintain, and if necessary rehabilitate, all or portions of their properties;
- ☐ Owners may acquire adjacent or other properties in the Project Area;
- ☐ Owners may sell all or portions of their improvements to the Agency, but may also retain the land, and develop their properties;
- ☐ Owners may sell all or portions of their properties to the Agency and purchase other properties in the Project Area;
- ☐ Tenants may have opportunities to become owners of property in the Project Area, subject to the opportunities provided by owners of property in the Project Area; and
- ☐ Other methods as may be approved by the Agency.

Developers Currently Involved

Most of the Project Area is owned by the Woodbury Corporation or its subsidiary, University Mall Shopping Center L.C. (575 East University Parkway, Orem, Utah 84097). Woodtusk, L.L.C., is a Woodbury partnership corporation and is also involved with the development (2733 E Parleys Way, Suite 300, Salt Lake City, Utah 84109).

Other Parties

If no owner or tenant in the Project Area, as described above, who possesses the skill, experience and financial resources necessary to become a developer in the Project Area, is willing to become a developer, the Agency may identify other persons who may be interested in developing all or part of the Project Area. Potential developers will be identified by one or more of the following processes: public solicitation, requests for proposal (RFP) and requests for qualifications (RFQ), private negotiation, or some other method of identification approved by the Agency. All developers which are selected to develop within the Project Area will be subject to an Agreement for the Disposition of Land (ADL), Development Agreement, Participation Agreement, or any combination of these performance agreements and obligations.

Persons Expressing an Interest to Become a Developer

The Agency has not entered, nor does it intend to enter into any owner participation agreement or agreements with developers to develop all or part of the Project Area until after the Agency and the City have approved this Project Area plan.

UTAH CODE
§17C-4-103(8)

Reason for Selection of the Project Area

Currently, the University Mall is aging and is in need of revitalization. Financial assistance is needed to incentivize the installation of infrastructure and the use of parking decks in order to achieve a higher and better use for the property. Higher density parking structures will allow for additional office, business, and residential density in the area. Furthermore, it is anticipated that the development of this area will encourage re-investment and revitalization in the surrounding businesses along State Street and University Parkway.

UTAH CODE
§17C-4-103(9)

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

Physical Conditions

The Project Area consists of approximately 129.6 parcel acres (133.6 total acres) of relatively flat, publicly and privately owned land as shown on the Project Area map. The majority of the property is in need of revitalization.

Social Conditions

The Project Area suffers from decreasing social connectivity and vitality. There are very few residential units. There are currently no parks, libraries, or other social gathering places in the Project Area.

Economic Conditions

The area has suffered from a lack of reinvestment related to: 1) physical deterioration of existing structures; 2) lack of cohesiveness; 3) the need for additional and adequate infrastructure in the area; and 4) lack of economic density and land utilization.

UTAH CODE
§17C-4-103(10)

Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

Tax Increment arising from the development of the Project may be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land incentives, desirable Project Area improvements, 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 for any period of time the Agency may deem 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;
- ☐ Promote an urban environment where residents can live, work, and play;
- ☐ Assist with property acquisition and/or land assembly; and
- ☐ Provide attractive development for high-quality commercial/light industrial tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and Interlocal Agreement will formally establish the participation percentage and timeframe for each taxing entity. With this understanding, the following represents an estimate of the total sources and uses of tax increment based on initial development assumptions.

TABLE 3: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Amount
Utah County	75%	20 Years	\$6,465,039
Alpine School District	75%	20 Years	\$44,669,875
City of Orem	75%	20 Years	\$9,607,695
Orem Metropolitan Water District	75%	20 Years	\$200,267
Central Utah Water Conservancy District	75%	20 Years	\$2,290,236
Total Sources of Tax Increment Funds			\$63,233,113

TABLE 4: USES OF TAX INCREMENT

Uses	Amount
CDA Administration @ 5%	\$3,161,656
RDA Development Incentive Fund @ 5%	\$3,161,656
Project Area Infrastructure and Improvements @ 90%	\$56,909,801
Total Uses of Tax Increment Funds	\$63,233,113

UTAH CODE
§17C-4-103(11)

Anticipated Public Benefit to be Derived from the Community Development

UTAH CODE
§17C-4-103(11)(a)

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 and job growth. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values that may occur, over time, in the area generally. Property values include land, buildings and personal property (machines, equipment, etc.).

It is estimated that the development of the area will result in approximately 2,500 to 4,600 new jobs. These jobs will likely result in an average annual wage of approximately \$54,383.¹ 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. Business growth will generate corporate income taxes.

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

UTAH CODE
§17C-4-103(11)(b)

The Associated Business and Economic Activity Likely to be Stimulated

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Businesses will likely make purchases that may eventually result in increased employment opportunities in areas such as the following: office equipment, furniture and furnishings, office supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, and office and printing services.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available).

¹ Based on Utah Department of Workforce Services, Occupational Employment and Wage Estimates, Provo-Orem Metro, May 2013

UTAH CODE
§17C-4-103(12)

Other Information that the Agency Determines to be Necessary or Advisable

Cost/Benefit Analysis

Based on the land use assumptions, current economic and market demand factors, Tax Increment participation levels, as well as public infrastructure, land assemblage and incentive needs, the following table outlines the benefits (revenues) and costs (expenditures) anticipated within the Project Area. These estimates are calculated by apportioning the taxing entity's variable costs per assessed value served and then using this ratio to estimate the additional costs which would be associated with the new assessed value produced as a result of development in the project area. This does not factor in the benefit of other multipliers such as job creation, disposable income for retail consumption, etc. As shown below, the proposed Project Area will create a net benefit for The City of Orem.

TABLE 5: COST/BENEFIT ANALYSIS

REVENUES	Total	NPV @ 4%
Property Tax	\$12,810,260	\$7,625,260
Sales Tax	\$11,369,619	\$6,799,451
Energy Sales & Use Tax (Natural Gas and Electric)	\$8,237,640	\$4,649,463
Transient Room Tax	\$676,649	\$385,814
TOTAL REVENUES	\$33,094,167	\$19,459,988
EXPENDITURES	Total	NPV @ 4%
Estimated CDA Budget	\$9,608,695	\$5,498,985
General Government	\$6,266,304	\$3,660,108
Public Safety	\$6,944,675	\$4,056,340
Highways & Public Improvements	\$2,439,930	\$1,425,147
Parks, Recreation & Arts	\$2,921,010	\$1,706,143
Economic Development and Redevelopment	\$433,269	\$263,192
TOTAL EXPENDITURES	\$28,612,882	\$16,609,917
TOTAL REVENUE <i>minus</i> TOTAL EXPENDITURES	\$4,481,285	\$2,850,071

EXHIBIT A

Legal Description of Project Area: University Place CDA

An area of real property located in the NE Quarter of Section 26 and the SE Quarter of Section 23, T. 6 S. R. 2 E. S.L.B. & M., more particularly described as follows:

Commencing at a point which is S. 89°18'03" E. 142.38 feet along the Section Line and from the North 1/4 Corner of Section 26, T. 6 S., R. 2 E., S.L.B. & M. to the point of beginning, (which point is +/- on the Westerly Right of Way Line of State Street); thence along said Westerly Right of Way Line S. 18°29'52" E. 582.92 feet to the Northerly Right of Way Line +/- of University Parkway; thence along said Northerly Right of Way Line for the next eight calls, N. 88°20'55" E. 489.31 feet; thence S 89°21'02" E. 315.94 feet; thence along a Curve to the Right, the Radius is 766.62 feet, the Arc Length is 177.24 feet, the Chord Bearing is S. 86°40'38" E. the Chord Length is 176.85 feet; thence along a Compound Curve to the Right, the Radius is 10889.46 feet, the Arc Length is 265.96 feet, the Chord Bearing is S. 81°07'54" E. the Chord Length is 265.95 feet; thence S. 78°55'57" E. 202.90 feet; thence along a Curve to the Left, the Radius is 3599.59 feet, the Arc Length is 484.04 feet, the Chord Bearing is S. 81°28'08" E. the Chord Length is 483.68 feet; thence S. 89°37'22" E. 339.25 feet; thence along a curve to the Left, the Radius is 33.72 feet, the Arc Length is 51.39 feet, the Chord Bearing is N. 43°36'28" E. the Chord Length is 46.56 feet; thence along the Westerly side of 800 East Street for the next five calls, N. 0°02'59" E. 981.25 feet; thence West 15.02 feet; thence N. 3°35'49" W. 339.03 feet; thence East 35.20 feet; thence N. 0°23'52" W. 1938.15 feet; thence along the Southerly Right of Way Line +/- of 800 South for the next three calls, N. 88°49'10" W. 602.03 feet; thence S. 30°13'24" W. 25.21 feet; thence West 696.26 feet; thence South 133.07 feet; thence West 176.56 feet; thence South 326.41 feet; thence East 95.74 feet; thence South 219.18 feet; thence West 14.74 feet; thence South 81.45 feet; thence West 56.34 feet; thence S. 1°34'18" W. 277.32 feet; thence West 38.62 feet; thence South 97.40 feet; thence S. 83°14'59" E. 119.41 feet; thence South 90.25 feet; thence S. 85°48'17" E. 26.30 feet; thence S. 0°45'03" W. 685.85 feet; thence N. 89°17'31" W. 773.46 feet; thence N. 0°27'31" W. 7.77 feet; thence N. 88°59'39" W. 33.40 feet; thence N. 0°44'23" W. 53.42 feet; thence N. 89°22'23" W. 111.23 feet; thence S. 0°58'02" W. 203.19 feet; thence N. 88°44'39" W. 344.36 feet to the Easterly Right of Way Line +/- of State Street; thence S. 18°25'51" E. 554.20 feet along said Right of Way Line to the point of beginning.

Containing 133.6 Acres more or less.

EXHIBIT B
Project Area Map

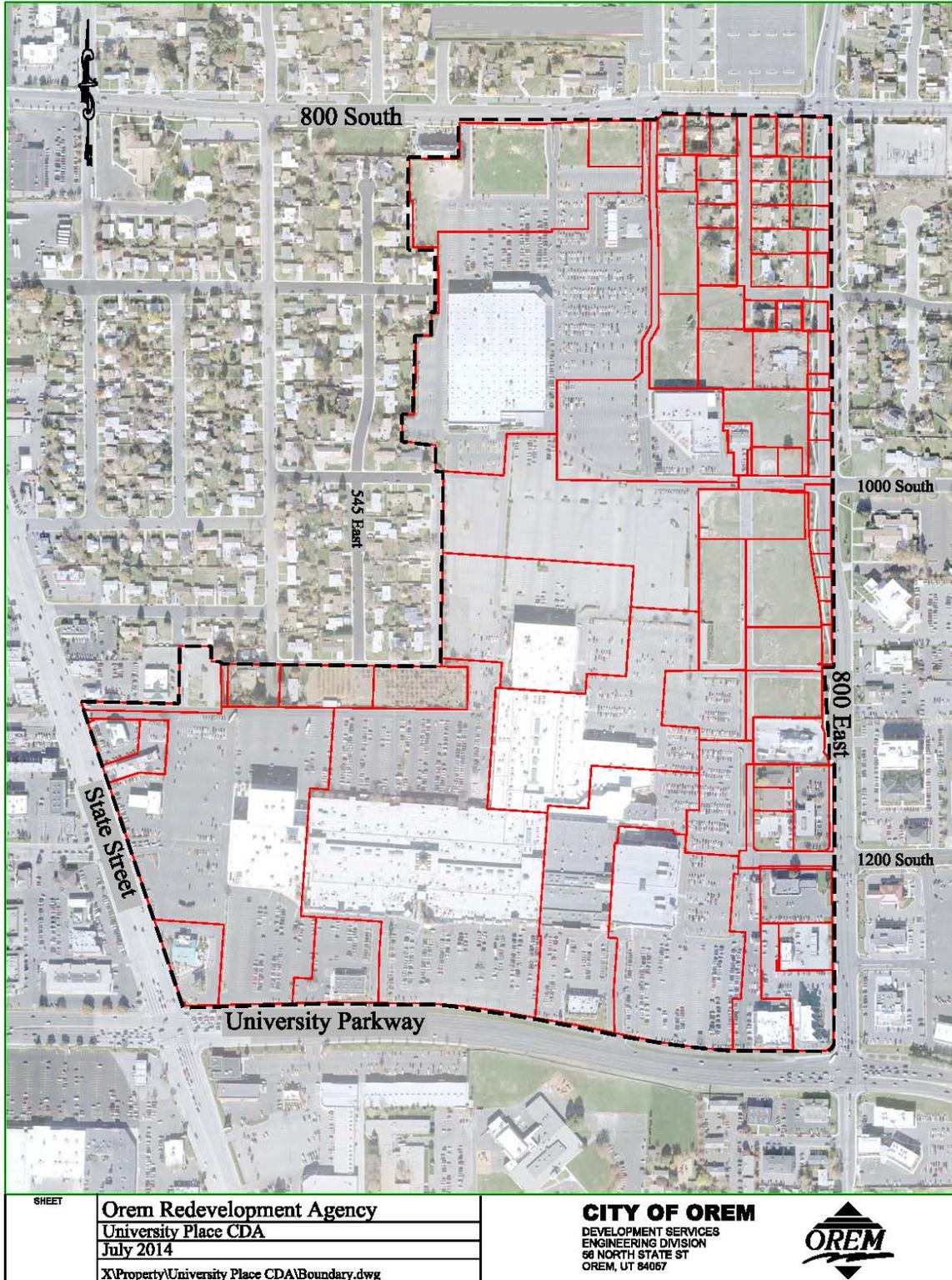


EXHIBIT C

Parcel List

Parcel Number	Owner	Acres
180560007	University Mall Shopping Center	0.195
180560008	University Mall Shopping Center	0.220
180560009	University Mall Shopping Center	0.030
180560016	City of Orem	0.300
180560017	Mercer, Amron L	0.290
180560018	Housing Authority of Utah County	0.300
180560019	Catania SFH LLC	0.310
180560020	University Mall Shopping Center	0.283
180560022	Catania SFH LLC	0.270
180560023	Catania SFH LLC	0.260
180560026	City of Orem	0.270
180560028	Gulati, Chaitawee	0.270
180560029	Woodbury Corporation	0.260
180560033	City of Orem	0.210
180560037	City of Orem	0.280
180560038	Catania SFH LLC	0.290
180560055	Larry and Lynn Campground Management	0.300
180560099	Avans, Gulavadee	0.648
180560102	Gaks Enterprises LLC	0.415
180560103	Catania SFH LLC	0.270
180560104	City of Orem	0.197
180560106	City of Orem	0.274
180560109	University Mall Shopping Center	1.263
180560110	City of Orem	0.148
180560111	City of Orem	0.168
180560112	City of Orem	0.230
180560113	University Mall Shopping Center	0.262
180560115	University Mall Shopping Center	0.571
180560117	City of Orem	0.146
180560118	City of Orem	0.270
180560119	University Mall Shopping Center	0.399
180560121	University Mall Shopping Center	0.527
180560123	City of Orem	0.096
180560132	City of Orem	0.002
180560133	University Mall Shopping Center	0.306
180560134	University Mall Shopping Center	0.926
180560135	University Mall Shopping Center	0.931
180570033	First Security Bank of Utah	0.600
180570117	KC Propco LLC	0.450
180570127	Cordner, Raymond G & Colleen F	0.063
180570129	Washburn Management LC	0.517
180570132	City of Orem	0.099
180570133	City of Orem	0.013
180570134	City of Orem	0.143
180570135	City of Orem	0.077
180570136	City of Orem	0.300
180570137	City of Orem	0.096
180570138	Glazier Properties LLC	0.882



Parcel Number	Owner	Acres
180570141	Cordner, Colleen F	1.136
180570142	University Mall Shopping Center	1.143
180570147	Orem City Corporation	0.017
180570502	Utah Department of Transportation	0.006
190180502	Utah Department of Transportation	0.003
190190017	Zions First National Bank	0.030
190190019	Zions First National Bank	0.030
352540001	Bank of American Fork	1.427
352540002	Maverik Country Stores Inc	0.722
352540003	Circle K Properties Inc	0.008
360860015	KC Propco LLC	0.260
360860016	KC Propco LLC	0.260
360860019	City of Orem	0.114
450610001	University Mall Shopping Center	0.210
551760001	Zions First National Bank	1.110
570310001	Utah Transit Authority	0.956
570430001	University Mall Shopping Center	5.494
570430002	University Mall Shopping Center	0.983
570430003	University Mall Shopping Center	12.745
570430004	University Mall Shopping Center	1.238
570430005	University Mall Shopping Center	1.697
570430006	University Mall Shopping Center	16.639
570430007	University Mall Shopping Center	6.140
570430008	University Mall Shopping Center	7.140
570430009	UNMN LLC	1.700
570430013	University Mall Shopping Center	6.331
570430014	University Mall Shopping Center	7.580
570430015	University Mall Shopping Center	5.285
570430016	University Mall Shopping Center	1.209
570430017	University Mall Shopping Center	13.170
570430018	University Mall Shopping Center	1.157
570430019	University Mall Shopping Center	0.707
570680010	University Mall Village	1.731
570680011	University Mall Village	7.035
570680012	University Mall Village	1.758
570680020	University Mall Village	1.477
570680021	University Mall Village	1.805
570680022	University Mall Village	0.947
570680023	University Mall Village	1.067
570680024	University Mall Village	1.498
Total		129.591

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

DRAFT PROJECT AREA BUDGET UNIVERSITY PLACE COMMUNITY DEVELOPMENT AREA (CDA)

OREM REDEVELOPMENT AGENCY, UTAH



AUGUST 2014


**LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.**

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Section 1: Introduction

The Redevelopment Agency of the City of Orem, Utah (the “Agency”), following thorough consideration of the needs and desires of The City of Orem (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 University Place Community Development Project Area (the “Project Area”). The Plan and Project Area Budget (the “Budget”) are the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the property within the Project Area which is located on the northeast corner of State Street and University Parkway.

This is predicated upon certain elements, objectives and conditions outlined in the Plan and is 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 Budget outlines the proposed sources and uses of funds needed to make the Plan successful.

The Project is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Community Development and Renewal Agencies Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

Terms defined in the Plan will have the same definition applied where said terms are used in this Budget.

Section 2: Description of Community Development Project Area

The Project Area is located on the northeast corner of State Street and University Parkway. Most of the Project Area will be a master planned development surrounding the University Mall with intention to revitalize the area. The planned development includes residential, office, retail, and civic uses. The Project Area is comprised of 133.6 acres total, including approximately 85 affected parcels, equaling 129.6 acres of property (4.0 acres are rights of way and other variances in acreage associated with County records of individual parcels).

TABLE 2.1: DESCRIPTION OF PROJECT AREA

Existing Land Uses	% of Area
Commercial	93%
Residential	2%
Agricultural	1%
Other	4%

The Project Area encompasses all of the parcels detailed in [APPENDIX A](#).

A map and legal description of the Project Area are attached hereto in [APPENDIX B](#).

Section 3: General Overview of project area budget

The purpose of this Budget is to provide the financial framework necessary to implement the Plan. 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 this Budget.

Base Year Value

The Agency has determined that the base year property tax value for the Budget will be the total taxable value (including real and personal property) for the 2013 tax year which is currently estimated to be \$129,187,998. Using the 2013 tax rates established within the Project Area the property taxes levied equate to \$1,590,821 annually. Accordingly, this amount will continue to flow thru to each taxing entity proportional to the amount of the tax rate being levied.

Payment Trigger

This Budget will have a twenty (20) year duration from the date of the first tax increment receipt. 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. In no case will the Agency trigger increment collection after March 1, 2018.

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 development will begin in the Project Area in 2014. The contemplated development will generate significant additional property and 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 31st) following construction completion and Tax Increment will actually 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 tax year 2015 or as late as 2018. It is currently estimated that during the 20-year life of the Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$84.3 million or \$50.2 million in terms of net present value (NPV).¹ This amount is over and above the \$31.8 million of base taxes that the property would generate over 20 years at the \$1,590,821 annual amount it currently generates.

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

Property Tax Increment Shared with RDA

While property Tax Increment generated within the Project Area is expected to be approximately \$84.3 million over 20 years, only a portion of this increment will be shared with the Agency. It is anticipated that 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. It is anticipated that all taxing entities will contribute 75% of their respective tax increment for 20 years during the project life. The City, County and the State will **not** contribute any portion of their incremental sales tax to implement the Project Area Plan. Table 4.1 shows the amount of tax increment shared with the Agency assuming the participation levels discussed above.

The tax increment will be calculated using the current year's tax rate adopted by each taxing entity, as adjusted by the County in accordance with applicable state law.

TABLE 4.1: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Utah County	75%	20 Years	\$6,465,039	\$3,848,291
Alpine School District	75%	20 Years	\$44,669,875	\$26,589,578
City of Orem	75%	20 Years	\$9,607,695	\$5,718,945
Orem Metropolitan Water District	75%	20 Years	\$200,267	\$119,208
Central Utah Water Conservancy District	75%	20 Years	\$2,290,236	\$1,363,255
Total Sources of Tax Increment Funds			\$63,233,113	\$37,639,277

Uses of Tax Increment

The majority of the tax increment collected by the Agency will be used to offset certain public infrastructure costs necessary to accommodate development in the Project Area. Approximately 5% will be used to offset the administration costs of the Agency, with the remaining funds to be used for development incentives, infrastructure and improvements. Public infrastructure costs will include improvements to transportation, parking, culinary water, sanitary sewer, storm drain systems, and park/open space areas.

TABLE 4.2: USES OF TAX INCREMENT

Uses	Total	NPV at 4%
CDA Administration @ 5%	\$3,161,656	\$1,881,964
RDA Development Incentive Fund @ 5%	\$3,161,656	\$1,881,964
Project Area Infrastructure and Improvements @ 90%	\$56,909,801	\$33,875,349
Total Uses of Tax Increment Funds	\$63,233,113	\$37,639,277

Projected Tax Increment Remaining with Taxing Entities

It is anticipated that all taxing entities will receive 25% of their respective property tax increment generated within the Project Area during the duration of the Budget and all tax increment thereafter. The City, County and the State will retain their entire portion of incremental sales tax. The table below describes the forecasted property tax benefit that each taxing entity will retain during the duration of the Project Area Budget. This is in addition to the base taxes currently being generated within the Project Area.

TABLE 4.3: RETAINED PROPERTY TAX INCREMENT

Entity	Total	NPV at 4%
Utah County	\$2,155,013	\$1,282,764
Alpine School District	\$14,889,958	\$8,863,193
City of Orem	\$3,202,565	\$1,906,315
Orem Metropolitan Water District	\$66,756	\$39,736
Central Utah Water Conservancy District	\$763,412	\$454,418
Total Revenue	\$21,077,704	\$12,546,426

A multi-year projection of tax increment along with development assumptions is including in [APPENDIX C](#).

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 \$129,187,998. Based upon the 2013 tax rates in the area, the collective taxing entities are receiving \$1,590,821 in property tax annually from this Project Area. This equates to approximately \$31.8 million over the 20 year life of the Project Area. In addition to the Base Taxes received by the taxing entities, an additional \$21.1 million of property tax increment is expected to be retained by the taxing entities over 20 years, totaling approximately \$52.9 million of property tax revenue.

TABLE 4.4: TOTAL BASE YEAR AND PROPERTY TAX INCREMENT TO TAXING ENTITIES (OVER 20 YEARS)

Entity	Total Base Year Property Tax	Total Retained Tax Increment	Total Base and Retained Taxes
Utah County	\$3,252,954	\$2,155,013	\$5,407,967
Alpine School District	\$22,476,128	\$14,889,958	\$37,366,086
City of Orem	\$4,834,215	\$3,202,565	\$8,036,780
Orem Metropolitan Water District	\$100,767	\$66,756	\$167,522
Central Utah Water Conservancy District	\$1,152,357	\$763,412	\$1,915,769
Total Revenue	\$31,816,420	\$21,077,704	\$52,894,124

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

As described above, the collective taxing entities are currently receiving approximately \$1,590,821 in property taxes annually from this Project Area. At the end of the life of the project area, the taxing entities will receive all of their respective tax increment thereafter. At the end of 20 years an additional \$4,920,089 in property taxes annually is anticipated, totaling approximately \$6,510,910 in property taxes annually for the area. But for the assistance provided by the RDA through tax increment revenues, this increase of approximately 309 percent in property taxes generated for the taxing entities would not be possible.

TABLE 4.5: 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
Utah County	\$162,648	\$503,037	\$665,684
Alpine School District	\$1,123,806	\$3,475,707	\$4,599,513
City of Orem	\$241,711	\$747,563	\$989,273
Orem Metropolitan Water District	\$5,038	\$15,583	\$20,621
Central Utah Water Conservancy District	\$57,618	\$178,200	\$235,818
Total Revenue	\$1,590,821	\$4,920,089	\$6,510,910

Section 5: Cost/Benefit Analysis

Additional Revenues

Sales tax

Incremental sales and use tax will flow more quickly to the Agency considering sales tax is generated as soon as an entity begins transacting business. In addition, the sales and use tax is paid either monthly or quarterly to the City, County, and State. It is estimated that incremental sales tax would begin flowing to the City, County, and State as early as 2015 and as late as 2018. The estimated new incremental sales tax generated within the project² for the 20-year life of this Master Budget for the City, County and State is approximately \$28.7 million. The sales tax benefit to the City over the life of the project is approximately \$11.1 million or \$7.2 million NPV.

Other Tax Revenues

The development within the Project Area will also generate energy sales and use taxes for natural gas and electric.

Table 5.1 shows the total revenues generated by the project. This total includes the anticipated property tax increment shared with the Agency by the taxing entities, the City's portion of incremental property tax, and the City's portion of sales tax, and energy sales and use tax.

TABLE 5.1: TOTAL REVENUES

Entity	Incremental Revenues (above Base)				Total
	Property Tax	Sales Tax	Franchise Taxes	Transient Room Taxes	
Utah County	\$8,620,052	\$3,979,367	\$0	\$2,875,756	\$15,475,175
Alpine School District	\$59,559,834	\$0	\$0	\$0	\$59,559,834
City of Orem	\$12,810,260	\$11,369,619	\$8,237,640	\$676,649	\$33,094,167
Orem Metropolitan Water District	\$267,023	\$0	\$0	\$0	\$267,023
Central Utah WCD	\$3,053,648	\$0	\$0	\$0	\$3,053,648
State of Utah	\$0	\$13,359,302	\$0	\$0	\$13,359,302
Total Revenue	\$84,310,817	\$28,708,288	\$8,237,640	\$3,552,405	\$124,809,149

Additional Costs

The development anticipated within the Project Area will also likely result in additional costs to general government operations. These costs, along with the estimated budget to implement the Project Area Plan are identified below. These estimates are calculated by apportioning the taxing entity's variable costs per assessed value served and then using this ratio to estimate the additional costs which would be associated with the new assessed value produced as a result of development in the project area.

² Includes only the estimated new sales to the City, County, and State, respectively.

TABLE 5.2: TOTAL EXPENDITURES

Entity	Incremental Expenditures (above Base)			Net Incremental Benefit
	CDA Budget	General Government Operations	Total	
Utah County	\$6,465,039	\$1,205,564	\$7,670,603	\$7,804,572
Alpine School District	\$44,669,875	\$1,706,223	\$46,376,099	\$13,183,735
City of Orem	\$9,607,695	\$19,005,187	\$28,612,882	\$4,481,285
Orem Metropolitan Water District	\$200,267	\$35,487	\$235,755	\$31,268
Central Utah WCD	\$2,290,236	\$44,243	\$2,334,480	\$719,169
State of Utah	\$0	\$0	\$0	\$13,359,302
Total Revenue	\$63,233,113	\$21,996,705	\$85,229,818	\$39,579,331

The total net benefit to the taxing entities of implementing the project area is approximately \$39.6 million.



Appendix A: Parcel List

Parcel Number	Owner	Acres
180560007	University Mall Shopping Center	0.195
180560008	University Mall Shopping Center	0.220
180560009	University Mall Shopping Center	0.030
180560016	City of Orem	0.300
180560017	Mercer, Amron L	0.290
180560018	Housing Authority of Utah County	0.300
180560019	Catania SFH LLC	0.310
180560020	University Mall Shopping Center	0.283
180560022	Catania SFH LLC	0.270
180560023	Catania SFH LLC	0.260
180560026	City of Orem	0.270
180560028	Gulati, Chaitthawee	0.270
180560029	Woodbury Corporation	0.260
180560033	City of Orem	0.210
180560037	City of Orem	0.280
180560038	Catania SFH LLC	0.290
180560055	Larry and Lynn Campground Management	0.300
180560099	Avans, Gulavadee	0.648
180560102	Gaks Enterprises LLC	0.415
180560103	Catania SFH LLC	0.270
180560104	City of Orem	0.197
180560106	City of Orem	0.274
180560109	University Mall Shopping Center	1.263
180560110	City of Orem	0.148
180560111	City of Orem	0.168
180560112	City of Orem	0.230
180560113	University Mall Shopping Center	0.262
180560115	University Mall Shopping Center	0.571
180560117	City of Orem	0.146
180560118	City of Orem	0.270
180560119	University Mall Shopping Center	0.399
180560121	University Mall Shopping Center	0.527
180560123	City of Orem	0.096
180560132	City of Orem	0.002
180560133	University Mall Shopping Center	0.306
180560134	University Mall Shopping Center	0.926
180560135	University Mall Shopping Center	0.931
180570033	First Security Bank of Utah	0.600
180570117	KC Propco LLC	0.450
180570127	Cordner, Raymond G & Colleen F	0.063
180570129	Washburn Management LC	0.517
180570132	City of Orem	0.099
180570133	City of Orem	0.013
180570134	City of Orem	0.143
180570135	City of Orem	0.077
180570136	City of Orem	0.300
180570137	City of Orem	0.096
180570138	Glazier Properties LLC	0.882
180570141	Cordner, Colleen F	1.136



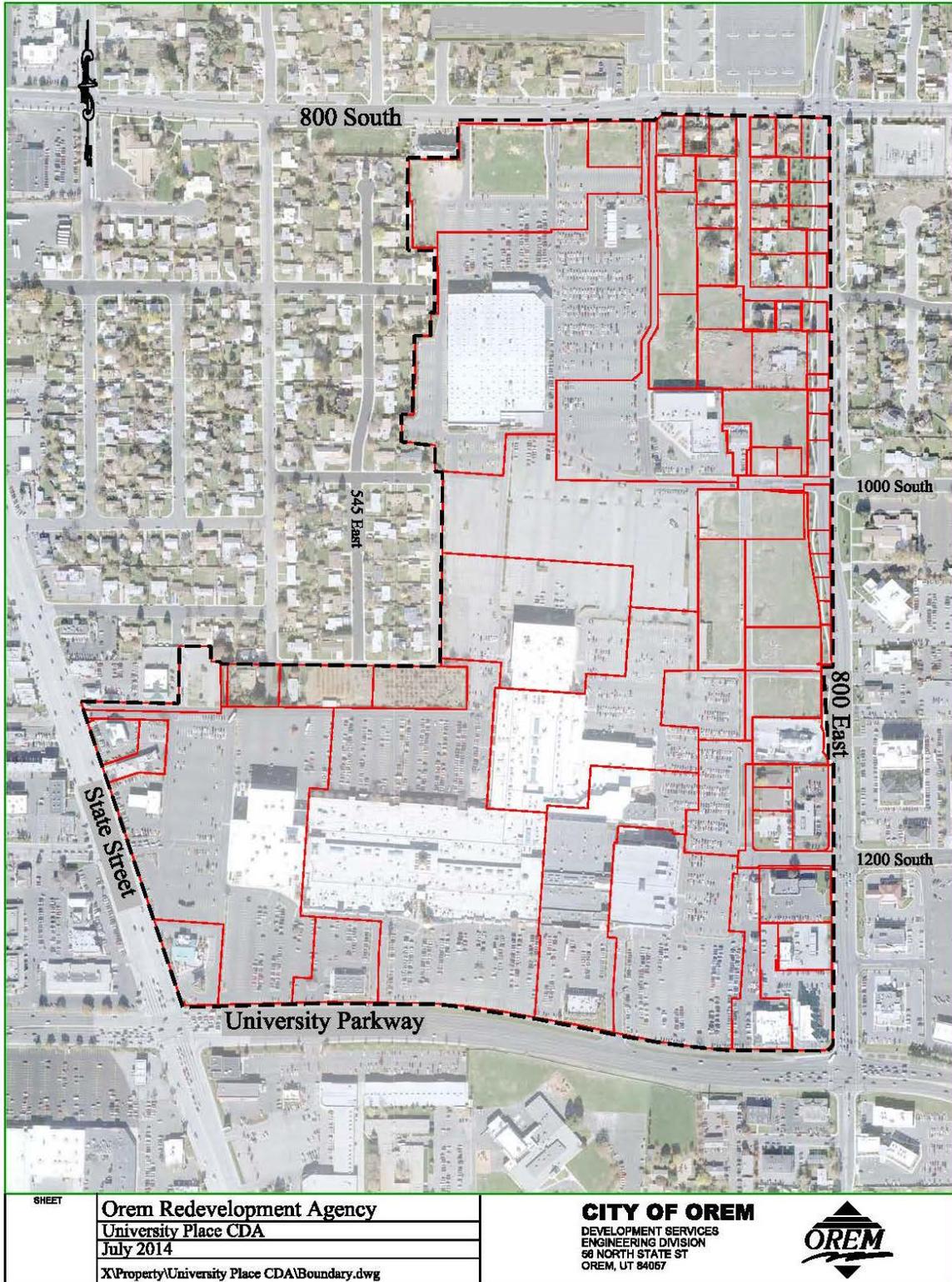
Parcel Number	Owner	Acres
180570142	University Mall Shopping Center	1.143
180570147	Orem City Corporation	0.017
180570502	Utah Department of Transportation	0.006
190180502	Utah Department of Transportation	0.003
190190017	Zions First National Bank	0.030
190190019	Zions First National Bank	0.030
352540001	Bank of American Fork	1.427
352540002	Maverik Country Stores Inc	0.722
352540003	Circle K Properties Inc	0.008
360860015	KC Propco LLC	0.260
360860016	KC Propco LLC	0.260
360860019	City of Orem	0.114
450610001	University Mall Shopping Center	0.210
551760001	Zions First National Bank	1.110
570310001	Utah Transit Authority	0.956
570430001	University Mall Shopping Center	5.494
570430002	University Mall Shopping Center	0.983
570430003	University Mall Shopping Center	12.745
570430004	University Mall Shopping Center	1.238
570430005	University Mall Shopping Center	1.697
570430006	University Mall Shopping Center	16.639
570430007	University Mall Shopping Center	6.140
570430008	University Mall Shopping Center	7.140
570430009	UNMN LLC	1.700
570430013	University Mall Shopping Center	6.331
570430014	University Mall Shopping Center	7.580
570430015	University Mall Shopping Center	5.285
570430016	University Mall Shopping Center	1.209
570430017	University Mall Shopping Center	13.170
570430018	University Mall Shopping Center	1.157
570430019	University Mall Shopping Center	0.707
570680010	University Mall Village	1.731
570680011	University Mall Village	7.035
570680012	University Mall Village	1.758
570680020	University Mall Village	1.477
570680021	University Mall Village	1.805
570680022	University Mall Village	0.947
570680023	University Mall Village	1.067
570680024	University Mall Village	1.498
Total		129.591

Appendix B: Map and Legal Description

An area of real property located in the NE Quarter of Section 26 and the SE Quarter of Section 23, T. 6 S. R. 2 E. S.L.B. & M., more particularly described as follows:

Commencing at a point which is S. 89°18'03" E. 142.38 feet along the Section Line and from the North 1/4 Corner of Section 26, T. 6 S., R. 2 E., S.L.B. & M. to the point of beginning, (which point is +/- on the Westerly Right of Way Line of State Street); thence along said Westerly Right of Way Line S. 18°29'52" E, 582.92 feet to the Northerly Right of Way Line +/- of University Parkway; thence along said Northerly Right of Way Line for the next eight calls, N. 88°20'55" E. 489.31 feet; thence S 89°21'02" E. 315.94 feet; thence along a Curve to the Right, the Radius is 766.62 feet, the Arc Length is 177.24 feet, the Chord Bearing is S. 86°40'38" E. the Chord Length is 176.85 feet; thence along a Compound Curve to the Right, the Radius is 10889.46 feet, the Arc Length is 265.96 feet, the Chord Bearing is S. 81°07'54" E. the Chord Length is 265.95 feet; thence S. 78°55'57" E. 202.90 feet; thence along a Curve to the Left, the Radius is 3599.59 feet, the Arc Length is 484.04 feet, the Chord Bearing is S. 81°28'08" E. the Chord Length is 483.68 feet; thence S. 89°37'22" E. 339.25 feet; thence along a curve to the Left, the Radius is 33.72 feet, the Arc Length is 51.39 feet, the Chord Bearing is N. 43°36'28" E. the Chord Length is 46.56 feet; thence along the Westerly side of 800 East Street for the next five calls, N. 0°02'59" E. 981.25 feet; thence West 15.02 feet; thence N. 3°35'49" W. 339.03 feet; thence East 35.20 feet; thence N. 0°23'52" W. 1938.15 feet; thence along the Southerly Right of Way Line +/- of 800 South for the next three calls, N. 88°49'10" W. 602.03 feet; thence S. 30°13'24" W. 25.21 feet; thence West 696.26 feet; thence South 133.07 feet; thence West 176.56 feet; thence South 326.41 feet; thence East 95.74 feet; thence South 219.18 feet; thence West 14.74 feet; thence South 81.45 feet; thence West 56.34 feet; thence S. 1°34'18" W. 277.32 feet; thence West 38.62 feet; thence South 97.40 feet; thence S. 83°14'59" E. 119.41 feet; thence South 90.25 feet; thence S. 85°48'17" E. 26.30 feet; thence S. 0°45'03" W. 685.85 feet; thence N. 89°17'31" W. 773.46 feet; thence N. 0°27'31" W. 7.77 feet; thence N. 88°59'39" W. 33.40 feet; thence N. 0°44'23" W. 53.42 feet; thence N. 89°22'23" W. 111.23 feet; thence S. 0°58'02" W. 203.19 feet; thence N. 88°44'39" W. 344.36 feet to the Easterly Right of Way Line +/- of State Street; thence S. 18°25'51" E. 554.20 feet along said Right of Way Line to the point of beginning.

Containing 133.6 Acres more or less.





Appendix C: Multi-Year Budget and Development Assumptions

Orem Redevelopment Agency

University Place CDA

Table A.4.1: Development Absorption Schedule and Assumptions

SF Conversion

43560

Land Value Assumptions	Acreage	Per SF Land Value	Base Land Value	Total Finished Land Value	Unit	Property Tax Exemption
Block 1-22 Phases						
1A Existing Mall and Project Area Base Value	129.59	22.89	129,187,998	129,187,998	per square foot	0%
1B North Mall (Bldgs H, L, &J)			-	-	per square foot	0%
1C Mervyns Bldg			-	-	per square foot	0%
2 A-D Macy's and Add'l Retail Pads			-	-	per square foot	0%
3 B RCW Expansion			-	-	per square foot	0%
4 A Anchor			-	-	per square foot	0%
4 B Parking Structure (1 level underground)			-	-	per square foot	0%
5 A-B Grocery and Restaurant Pad			-	-	per square foot	0%
5 D Demolish/Relocate Existing Retail			-	-	per square foot	0%
6 A New Retail Pad			-	-	per square foot	0%
6 C Parking Deck			-	-	per square foot	0%
6 D & 7 B Office Building			-	-	per square foot	0%
6 D & 7 B Office Ground Floor Retail			-	-	per square foot	0%
7 C Parking Deck (4 Story)			-	-	per square foot	0%
7 D-E Retail/Restaurant			-	-	per square foot	0%
7 E Demolish Big O Tires and Texas Road House			-	-	per square foot	0%
8 A Parking Deck			-	-	per square foot	0%
8 B Retail			-	-	per square foot	0%
9 A&D Retail			-	-	per square foot	0%
9 B-C Band Shell/Civic/Central Park			-	-	per square foot	100%
9 E Demolish Existing Retail			-	-	per square foot	0%
10 A Townhouses			-	-	per square foot	45%
11&12 A Office			-	-	per square foot	0%
11&12 Office Ground Floor Retail			-	-	per square foot	0%
13 A Hotel			-	-	per square foot	0%
13 B Parking Structure			-	-	per square foot	0%
13 C & 14 A&B Retail			-	-	per square foot	0%
15 A Tennis & Pool Club			-	-	per square foot	100%
15 B Parking Deck (3 Lvl, Shared with 11A)			-	-	per square foot	0%
15 C Liner Flats (3 Story, 95 Units)			-	-	per square foot	45%
15 D Clubhouse			-	-	per square foot	100%
16 A Apartments (148)			-	-	per square foot	45%
16 B Neighborhood Office/Retail			-	-	per square foot	0%
16 C Parking Deck (Shared w/ 12A Office & Hotel)			-	-	per square foot	0%
16 D Park			-	-	per square foot	100%
16 E Office			-	-	per square foot	0%
17 B Cinema Expansion			-	-	per square foot	0%
18 A&B Multifamily Residential	21.13	14.00	-	12,885,971	per square foot	45%
18 C&D Multifamily Residential			-	-	per square foot	45%
18 E Demolition (Loss of Commercial Land to Residential Land)	(21.13)	11.52	-	(10,604,533)	per square foot	0%
19 A&B Multifamily Residential			-	-	per square foot	45%
19 C Future Non-Zoned Residential			-	-	per square foot	45%
20 A Costco			-	-	per square foot	0%
21 A Retail Pad			-	-	per square foot	0%
22 A Senior Housing			-	-	per square foot	45%
23 OTHER/ROADS/ETC.			-	-		0%
TOTAL	129.59		129,187,998	131,469,436		

Orem Redevelopment Agency

University Place CDA

Building Value Assumptions	Units or Building SF	Woodbury Value Per Unit or Per SF to Build	Total Finished Value
Block 1-22 Phases			
1A Existing Mall and Project Area Base Value			-
1B North Mall (Bldgs H, L, &J)			-
1C Mervyns Bldg			-
2 A-D Macy's and Add'l Retail Pads	16,600	155.00	2,573,000
3 B RCW Expansion	30,000	155.00	4,650,000
4 A Anchor	140,000	184.00	25,760,000
4 B Parking Structure (1 level underground)	748	12,000.00	8,976,000
5 A-B Grocery and Restaurant Pad	35,000	155.00	5,425,000
5 D Demolish/Relocate Existing Retail	(15,354)	103.25	(1,585,300)
6 A New Retail Pad	6,000	155.00	930,000
6 C Parking Deck	467	12,000.00	5,604,000
6 D & 7 B Office Building	307,000	180.00	55,260,000
6 D & 7 B Office Ground Floor Retail	42,000	180.00	7,560,000
7 C Parking Deck (4 Story)	863	12,000.00	10,356,000
7 D-E Retail/Restaurant	36,000	155.00	5,580,000
7 E Demolish Big O Tires and Texas Road House	(18,595)	123.36	(2,293,900)
8 A Parking Deck	1,722	12,000.00	20,664,000
8 B Retail	7,200	155.00	1,116,000
9 A&D Retail	7,500	155.00	1,162,500
9 B-C Band Shell/Civic/Central Park	170,500	75.81	12,925,653
9 E Demolish Existing Retail	(140,226)	39.15	(5,489,800)
10 A Townhouses	90,000	118.00	10,620,000
11&12 A Office	300,000	180.00	54,000,000
11&12 Office Ground Floor Retail	32,000	180.00	5,760,000
13 A Hotel	72,000	158.00	11,376,000
13 B Parking Structure	455	12,000.00	5,460,000
13 C & 14 A&B Retail	39,588	155.00	6,136,140
15 A Tennis & Pool Club	102,000	60.00	6,120,000
15 B Parking Deck (3 Lvl, Shared with 11A)	420	12,000.00	5,040,000
15 C Liner Flats (3 Story, 95 Units)	50,000	118.00	5,900,000
15 D Clubhouse	30,000	155.00	4,650,000
16 A Apartments (148)	148,000	160.00	23,680,000
16 B Neighborhood Office/Retail	5,000	121.00	605,000
16 C Parking Deck (Shared w/ 12A Office & Hotel)	1,294	12,000.00	15,528,000
16 D Park	30,000	25.18	755,367
16 E Office	100,000	180.00	18,000,000
17 B Cinema Expansion	7,000	184.00	1,288,000
18 A&B Multifamily Residential	193,492	163.00	31,539,196
18 C&D Multifamily Residential	232,224	136.00	31,582,464
18 E Demolition (Loss of Commercial Land to Residential Land)			-
19 A&B Multifamily Residential	100,000	150.00	15,000,000
19 C Future Non-Zoned Residential	325,716	150.00	48,857,400
20 A Costco			-
21 A Retail Pad	9,600	155.00	1,488,000
22 A Senior Housing	124,800	150.00	18,720,000
23 OTHER/ROADS/ETC.			
TOTAL			481,278,720

Additional Assumptions

Annual Inflation	3%	Personal Property Rate	
Discount Rate	4%	Office	22.0%
Personal Property Rate	15.0%	Industrial	15.0%
Sales Tax Rate	0.50%	Average	18.5%

Summary	
Type	SF
Retail	413,488
Lost Retail	(174,175)
Net Retail	239,313
Hotel	72,000
Residential	1,396,232
Office	707,000
Civic/Other	200,500
Total	2,615,045
Parking Stalls	5,969
Res Common Space	132,000

Orem Redevelopment Agency

University Place CDA

Absorption Schedule (SF)	Year of Construction											
	Year 2014	Year 2015	Year 2016	Year 1 2017	Year 2 2018	Year 3 2019	Year 4 2020	Year 5 2021	Year 6 2022	Year 7 2023	Year 8 2024	Year 9 2025
1A Existing Mall and Project Area Base Value												
1B North Mall (Bldgs H, L, &J)												
1C Mervyns Bldg												
2 A-D Macy's and Add'l Retail Pads	4,800		7,800					4,000				
3 B RCW Expansion	30,000											
4 A Anchor			140,000									
4 B Parking Structure (1 level underground)			748									
5 A-B Grocery and Restaurant Pad		5,000	30,000									
5 D Demolish/Relocate Existing Retail			(15,354)									
6 A New Retail Pad			6,000									
6 C Parking Deck		467										
6 D & 7 B Office Building		107,000								200,000		
6 D & 7 B Office Ground Floor Retail		26,000								16,000		
7 C Parking Deck (4 Story)										863		
7 D-E Retail/Restaurant										36,000		
7 E Demolish Big O Tires and Texas Road House										(18,595)		
8 A Parking Deck								1,722				
8 B Retail								7,200				
9 A&D Retail		2,250		5,250								
9 B-C Band Shell/Civic/Central Park		119,500		51,000								
9 E Demolish Existing Retail			(140,226)									
10 A Townhouses								90,000				
11&12 A Office				200,000				100,000				
11&12 Office Ground Floor Retail				16,000				16,000				
13 A Hotel					72,000							
13 B Parking Structure					455							
13 C & 14 A&B Retail		25,000	5,500		9,088							
15 A Tennis & Pool Club					102,000							
15 B Parking Deck (3 Lvl, Shared with 11A)					420							
15 C Liner Flats (3 Story, 95 Units)					50,000							
15 D Clubhouse					30,000							
16 A Apartments (148)						148,000						
16 B Neighborhood Office/Retail						5,000						
16 C Parking Deck (Shared w/ 12A Office & Hotel)						1,294						
16 D Park						30,000						
16 E Office						100,000						
17 B Cinema Expansion			7,000									
18 A&B Multifamily Residential		193,492										
18 C&D Multifamily Residential					232,244							
18 E Demolition (Loss of Commercial Land to Residential Land)												
19 A&B Multifamily Residential						50,000	50,000					
19 C Future Non-Zoned Residential							325,716					
20 A Costco												
21 A Retail Pad						9,600						
22 A Senior Housing							124,800					

Orem Redevelopment Agency

University Place CDA

Table A.11: Infrastructure Cost Estimates

Infrastructure Cost Estimates			
Category	Phase	Description	Est. Cost
Demolition	Phase 5	Demolition/Existing Retail to be Relocated	\$48,365
Demolition	Phase 7	Demo Big O Tires, Jared's, and Texas Road House	\$55,785
Demolition	Phase 9	Demolish Existing Retail	\$580,102
Demolition	Phase 18	Demolish Existing Residential	\$95,880
Parking Structure	Phase 4	700 Stall Parking Deck	\$8,976,000
Parking Structure	Phase 6C	467 Stall Parking Deck	\$5,604,000
Parking Structure	Phase 7C	863 Stall Parking Deck (4 Story)	\$10,356,000
Parking Structure	Phase 8A	1722 Stall Parking Deck	\$20,664,000
Parking Structure	Phase 13B	455 Stall Parking Deck	\$5,460,000
Parking Structure	Phase 15B	420 Stall Parking Deck (3 Story)	\$5,040,000
Parking Structure	Phase 16C	1294 Stall Parking Deck (Shared with Office and Hotel)	\$15,528,000
Infrastructure	Phases 3-7, 13, 14	Road and Utility Infrastructure	\$5,435,568
Infrastructure	Phases 7, 8, 9, 13, 14	Main Street Construction	\$3,910,567
Recreation Amenities	Phases 7, 9, 18	Parks	\$6,999,909
Total			\$88,754,176

CITY OF OREM
REDEVELOPMENT AGENCY MEETING
NOVEMBER 11, 2014



REQUEST:	RESOLUTION – Approving an Interlocal Cooperation Agreement between the Redevelopment Agency of the City of Orem and the Central Utah Water Conservancy District
APPLICANT:	City of Orem Economic Development Division
FISCAL IMPACT:	\$9,607,695 of future tax increment funds (estimate from the model)

NOTICES:

- Posted in 2 public places
- Posted on City webpage
- Posted on State website
- Faxed to newspapers
- E-mailed to newspapers
- Neighborhood Chair

PREPARED BY: Ryan L. Clark EDD Manager

RECOMMENDATION:

The Economic Development Division Manager recommends that the Redevelopment Agency of the City of Orem, by resolution, enter into the Interlocal Cooperation Agreement with the Central Utah Water Conservancy District.

BACKGROUND:

The Redevelopment Agency of the City of Orem desires to enter into this agreement to receive a portion of property tax increment generated within the University Place Community Development Area back from the Central Utah Water Conservancy District. Tax Increment arising from the development of the Project may be used to pay for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land incentives, desirable Project Area improvements, and other items as approved by the Agency.

DRAFT

RESOLUTION NO. _____

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF OREM, UTAH APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND THE CENTRAL UTAH WATER CONSERVANCY DISTRICT

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal Act”), and the provisions of Title 17C of the Utah Code as amended, known as the Limited Purpose Government Entities – Community Development and Renewal Agencies Act (the “CDRA Act”), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS, the Redevelopment Agency of the City of Orem, Utah (the “Agency”) and the Central Utah Water Conservancy District (the “District”) are “public agencies” for purposes of the Interlocal Act; and

WHEREAS, after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Cooperation Agreement with the District whereby the District would remit to the Agency a portion of the property tax increment generated within the University Place Community Development Project Area, (the “Project Area”) which would otherwise flow to the District, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area as permitted under the CDRA Act; and

WHEREAS, Section 11-13-202.5 of the Interlocal Act requires that certain Interlocal Cooperation Agreements be approved by resolution of the legislative body of a public agency.

THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF THE CITY OF OREM, UTAH AS FOLLOWS:

1. The Interlocal Cooperation Agreement between the Agency and the District, substantially in the form attached hereto as Exhibit A (the “Agreement”), is approved and shall be executed for and on behalf of the Agency by the Chair and countersigned by its Secretary.
2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approved as to form and legality.

DRAFT

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

PASSED AND APPROVED this 11th day of November 2014.

Richard F. Brunst, Jr., Agency Chair

ATTEST:

Donna R. Weaver, Secretary

BOARD MEMBERS VOTING "AYE"

BOARD MEMBERS VOTING "NAY"

Seven horizontal lines for signature of AYE voters.

Seven horizontal lines for signature of NAY voters.

EXHIBIT A – INTERLOCAL AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2014, by and between **THE REDEVELOPMENT AGENCY OF THE CITY OF OREM, UTAH** a community development and renewal agency and political subdivision of the State of Utah (the “Agency”), and the **CENTRAL UTAH WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah (the “District”) (collectively the “Parties” or in the singular “Party”) in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to an ordinance dated August 14, 1984 (O-84-0031) and continues to operate under the provisions of the Limited Purpose Government Entities - Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “Act”), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting the City of Orem, Utah (the “City”) in development activities; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (Utah Code Title 11, Chapter 13) (the “Interlocal Act”); and

C. **WHEREAS**, the Agency has created the University Place Community Development Project Area (the “Project Area”), through the adoption of the University Place Community Development Project Area Plan (the “Project Area Plan”), located within the City, which Project Area is described in Exhibit “A” attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains the University Mall, which is anticipated to be revitalized, with encouragement and planning by the Agency, into residential, retail, hotel, and office uses. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and the Agency may enter into one or more Development/Participation Agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property taxes, referred to as “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$1,590,821 per year in property taxes for the various taxing entities, including the City, Utah County (the “County”), Alpine School District (the “School District”), the District, and the Orem Metropolitan Water District (the “Orem Water District”); and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, the District, and the Orem Water District are projected to total approximately \$6,510,910 per year; and

G. **WHEREAS**, the Agency has requested the City, the County, the School District, the District, and the Orem Water District to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased property tax which will be generated by the Project Area; and

H. **WHEREAS**, the District and the Agency have determined that it is in the best interests of the District to provide certain financial assistance through the use of Tax Increment in connection with the development of the Project to carry out the Project Area Plan; and

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

J. **WHEREAS**, Utah Code § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and

K. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community development and tax increment projects across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for the remittance of tax increment revenues within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

L. **WHEREAS**, the Project Area Plan has been adopted by the Agency through resolution passed on September 23, 2014 and made effective through Ordinance No. O-2014-0034 passed by the City; and

M. **WHEREAS**, the Agency has also prepared a draft of the University Place Community Development Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

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

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The District has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The District has determined that it is in the best interests of the District to pay specified portions of the Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency in the construction and installation of infrastructure improvements and other development related costs needed to serve the Project Area, to the extent permitted by the Act, as amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2013, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2013 Utah County assessment rolls for all property located within the Project Area (which is currently estimated to be \$129,187,998, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement with Developers.** The Agency is authorized to enter into one or more agreements with developers which may provide for the payment of certain amounts of Tax Increment to the Developer based upon the Developer's meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the Developer that the Developer, or its approved successors in title as owners of the Property, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the State of Utah applicable to such levies.

5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the District to the Agency shall be determined by the Agency, but shall be no later than 2018. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Twenty.

6. **Total Payment to Agency.** The District shall remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Twenty, 75% of the annual Tax Increment generated from the Project Area. The County is authorized and instructed to pay all of the Tax Increment to the Agency annually, and the Agency will then distribute to the District the District's 25% portion of the Tax Increment, and the Agency will retain the 75% balance.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County acting as the tax collection agency for the District. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the District, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County from the Project Area.

8. **No Independent Duty.** The District shall be responsible to remit to the Agency only Tax Increment actually received by the County. The District shall have no independent duty to pay any amount to the Agency other than the Tax Increment described in paragraph 6 of this Agreement on an annual basis from and including Year One through and including Year Twenty.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the Party for whom such person is acting.

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

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

If to District:
Central Utah Water Conservancy District
Attn: Board of Trustees
355 W. University Parkway
Orem, UT 84058
Facsimile: (801) 226-7100

If to Agency:
Redevelopment Agency of Orem City
Attn: Agency Board
56 N. State Street
Orem, UT 84057
Facsimile: (801) 229-7031

Any Party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or

delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies noted above shall be as a courtesy only and failure of any Party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a Party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the Party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

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

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **Waivers.** No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

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

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

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.
22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty.
23. **Assignment.** No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.
24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any Party, the order of any court of competent jurisdiction, or termination as a result of any legislative action requiring such termination, then any funds held by the Agency, and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, shall be returned to the Party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.
25. **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 and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5 of the Interlocal Act;
 - b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the provisions of Section 11-13-202.5(3) of the Interlocal Act;
 - c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Interlocal Act;
 - d. The CEO of the Agency is hereby designated the administrator for all purposes of the Interlocal Act, pursuant to Section 11-13-207 of the Interlocal Act; and
 - e. Should a Party to this Agreement desire to terminate this Agreement, in part or in whole, each Party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
 - f. Immediately after execution of this Agreement by both Parties, each of the Parties shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Interlocal Act.
 - g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

District: CENTRAL UTAH WATER CONSERVANCY DISTRICT

Attest:

By: _____

Its: Board Chairman

District Secretary

Approved as to form:

Attorney for the District

Agency: REDEVELOPMENT AGENCY OF THE CITY OF OREM

Attest:

By: _____

Richard F. Brunst, Jr.

Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

An area of real property located in the NE Quarter of Section 26 and the SE Quarter of Section 23, T. 6 S. R 2 E. S.L.B. & M., more particularly described as follows:

Commencing at a point which is S. 89°18'03" E. 142.38 feet along the Section Line and from the North 1/4 Corner of Section 26, T. 6 S., R. 2 E., S.L.B. & M. to the point of beginning, (which point is +/- on the Westerly Right of Way Line of State Street); thence along said Westerly Right of Way Line S. 18°29'52" E, 582.92 feet to the Northerly Right of Way Line +/- of University Parkway; thence along said Northerly Right of Way Line for the next eight calls, N. 88°20'55" E. 489.31 feet; thence S 89°21'02" E. 315.94 feet; thence along a Curve to the Right, the Radius is 766.62 feet, the Arc Length is 177.24 feet, the Chord Bearing is S. 86°40'38" E. the Chord Length is 176.85 feet; thence along a Compound Curve to the Right, the Radius is 10889.46 feet, the Arc Length is 265.96 feet, the Chord Bearing is S. 81°07'54" E. the Chord Length is 265.95 feet; thence S. 78°55'57" E. 202.90 feet; thence along a Curve to the Left, the Radius is 3599.59 feet, the Arc Length is 484.04 feet, the Chord Bearing is S. 81°28'08" E. the Chord Length is 483.68 feet; thence S. 89°37'22" E. 339.25 feet; thence along a curve to the Left, the Radius is 33.72 feet, the Arc Length is 51.39 feet, the Chord Bearing is N. 43°36'28" E. the Chord Length is 46.56 feet; thence along the Westerly side of 800 East Street for the next five calls, N. 0°02'59" E. 981.25 feet; thence West 15.02 feet; thence N. 3°35'49" W. 339.03 feet; thence East 35.20 feet; thence N. 0°23'52" W. 1938.15 feet; thence along the Southerly Right of Way Line +/- of 800 South for the next three calls, N. 88°49'10" W. 602.03 feet; thence S. 30°13'24" W. 25.21 feet; thence West 696.26 feet; thence South 133.07 feet; thence West 176.56 feet; thence South 326.41 feet; thence East 95.74 feet; thence South 219.18 feet; thence West 14.74 feet; thence South 81.45 feet; thence West 56.34 feet; thence S. 1°34'18" W. 277.32 feet; thence West 38.62 feet; thence South 97.40 feet; thence S. 83°14'59" E. 119.41 feet; thence South 90.25 feet; thence S. 85°48'17" E. 26.30 feet; thence S. 0°45'03" W. 685.85 feet; thence N. 89°17'31" W. 773.46 feet; thence N. 0°27'31" W. 7.77 feet; thence N. 88°59'39" W. 33.40 feet; thence N. 0°44'23" W. 53.42 feet; thence N. 89°22'23" W. 111.23 feet; thence S. 0°58'02" W. 203.19 feet; thence N. 88°44'39" W. 344.36 feet to the Easterly Right of Way Line +/- of State Street; thence S. 18°25'51" E. 554.20 feet along said Right of Way Line to the point of beginning.

Containing 133.6 Acres more or less.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

FINAL PROJECT AREA PLAN UNIVERSITY PLACE COMMUNITY DEVELOPMENT AREA (CDA)

OREM REDEVELOPMENT AGENCY, UTAH



ADOPTED SEPTEMBER 23, 2014



**LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.**

GATEWAY PLAZA BUILDING - 41 N. RIO GRANDE, STE 101 - SALT LAKE CITY, UT 84101
(P) 801-595-0700 - (TF) 800-591-1100 - (F) 801-595-2600 - WWW.LEWISYOUNG.COM



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Introduction

The Redevelopment Agency of the City of Orem, Utah (the “Agency”), following thorough consideration of the needs and desires of The City of Orem (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 University Place Community Development Project Area (the “Project Area”). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which is located on the northeast corner of State Street and University Parkway. 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 and Agency have determined that it is in the best interest of its residents to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents of the City and other taxing districts.

The Project is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Community Development and Renewal Agencies Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been scrupulously observed at all times throughout the establishment of the Project Area.

UTAH CODE
§17C-4-101

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

Pursuant to the provisions of §17C-4-101 of the Community Development and Renewal Agencies Act (“Act”), the governing body of the Agency adopted a resolution authorizing the preparation of a draft community development project area plan on July 22, 2014.

Utah Code
§17C-4-102

Recitals of Prerequisites for Adopting a Community Development Project Area Plan

In order to adopt a community development project area plan, the agency shall;

- ☞ Pursuant to the provisions of §17C-4-102(2)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- ☞ Pursuant to the provisions of §17C-4-102 of the Act, the Agency has conducted one or more public hearings for the purpose of 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-4-102 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. The Agency will hold a public hearing on the draft plan on September 23, 2014.

Definitions

As used in this Community Development Project Area Plan:

The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 4, 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.

The term "**Agency**" shall mean the Redevelopment Agency of the City of Orem, which is a separate body corporate and politic created by the City pursuant to the Act.

The term "**Base Taxable Value**" shall mean the agreed value specified in a resolution or interlocal agreement under Subsection 17C-4-201(2) from which tax increment will be collected.

The terms "**City**" or "**Community**" shall mean The City of Orem.

The term "**Legislative Body**" shall mean the City Council of Orem which is the legislative body for the City.

The term "**Plan Hearing**" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-4-102.

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

The term "**Project Area Budget**" shall mean 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;
- ☐ the Tax Increment expected to be used to cover the cost of administering 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.

The term "**Project Area Plan**" shall mean the written plan that, after its effective date, guides and controls the community development activities within the Project Area. Project Area Plan refers to this document and all of the attachments to this document, which attachments are incorporated by this reference.

The term "**Taxes**" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.

The term "**Taxing Entity**" shall mean any public entity that levies a tax on any property within the Project Area.

The term “**Tax Increment**” shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the Project Area designated in the Project Area Budget as the area from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be generated from the same area using the Base Taxable Value of the property.

UTAH CODE
§17C-4-103(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 as, respectively, **Exhibit “A”** and **Exhibit “B”** and incorporated herein. The Project Area is located on the northeast corner of State Street and University Parkway. Most of the Project Area will be a master planned development surrounding the University Mall with intention to revitalize the area. The planned development includes residential, office, retail, and civic uses. The Project Area is comprised of 133.6 acres total, including approximately 85 affected parcels, equaling 129.6 acres of property (4.0 acres are rights of way and other variances in acreage associated with County records of individual parcels).

As delineated in the office of the Utah County Recorder, the Project Area encompasses all of the parcels detailed in **Exhibit “C.”**

UTAH CODE
§17C-4-103(2)

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

General Land Uses

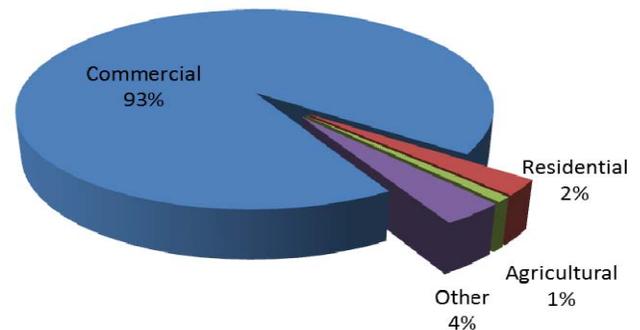
A significant amount of property within the Project Area consists of land associated with the University Mall which is aging and in need of revitalization. Additional land has also been included in the Project Area which could be redeveloped into a higher and better use in connection with the University Place revitalization plans. Table I and Figure I summarize the approximate acreage of existing land uses by land use type.

TABLE 1: EXISTING LAND USES

Type	Acres	% of Area
Commercial	120.55	93%
Residential	3.19	2%
Agricultural	1.14	1%
Other*	4.70	4%
Total	129.58	100%

*Other includes land currently owned by The City of Orem and other government entities.

FIGURE 1: EXISTING LAND USES



Current zoning in the Project Area is primarily P-D and C-2, with a few parcels of R-8 included. These zones allow for general commercial and residential uses. The P-D zoning recently approved for the mall site allows the contemplated uses which include office and hotel buildings, retail, and residential uses. This Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including the goals and objectives in the City's General Plan.

Layout of Principal Streets

The principal streets are State Street (going northwest to southeast), 800 East (going north to south), and University Parkway (going east to west). The Project Area map, provided in **Exhibit "A"**, shows the principal streets in the area.

Population Densities

Currently, there is limited residential development within the Project Area which mostly consists of older homes on third-acre lots which have already been purchased and assembled by commercial entities for redevelopment into other uses. There is a significant day time population from the retail outlets in the mall.

Building Intensities

Buildings in the area are generally commercial and retail structures. The largest parcels are owned by the Woodbury Corporation in connection with the existing University Mall. Costco also leases a large parcel. No change is anticipated to the Costco building, but it was included in the Project Area because minor changes to the lot lines and outlying parking areas may be made in connection with the University Place redevelopment.

UTAH CODE
§17C-4-103(2)

Impact of Community Development on Land Use, Layout of Principal Streets, Population Densities and Building Intensities

Community development activities within the Project Area will mostly consist of revitalization of the University Mall and development of new office and residential areas. The types of land uses will include: commercial/retail, office, hotel, and residential. In order to redevelop the Project Area the Agency along with property owners, developers, and/or businesses will need to construct infrastructure improvements that enhance transportation and create better utilization of land.

General Land Uses

A majority of the land in the Project Area is owned by Woodbury Corporation and is planned to develop as a multi-use project around the existing University Mall. It is estimated that the following development will be constructed as part of the University Place revitalization project:

- 400,000 SF new retail (Less 175,000 SF of existing retail to be demolished)
- 700,000 SF new office
- 1,250,000 SF new multifamily residential, and
- 70,000 SF new hotel.

It is believed that this development will spark investment and renovation in the surrounding business community.

Layout of Principal Streets

The Agency anticipates that the development will require new roadways within the development to facilitate local and business traffic, but the roads will likely be owned and maintained by the Woodbury Corporation.

Population Densities

The Project Area will include additional residential development, thus the population density is anticipated to increase. Approximately 1200 units are planned within the Project Area, although zoning will allow for up to about 1500. Most of the housing (approximately 92 percent) is planned to be one- and two-bedroom units for working professionals and empty-nesters. The remaining eight percent is planned to be three-bedroom units. This daytime population will likely increase and diversify as office, retail, lodging and open space are expanded.

Building Densities

Building densities will increase as some of the planned development will be multi-story structures. Also, the intent of this plan is to promote higher occupancy levels within current buildings and greater economic utilization of the land area.

UTAH CODE
§17C-4-103(3)

Standards Guiding the Community Development

In order to provide maximum flexibility in the development and redevelopment 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. Development proposals in the Project Area will be subject to appropriate elements of the City's General Plan; the Land Use Ordinances of the City, including adopted Design Guidelines pertaining to the area; institutional controls, deed restrictions if the property is acquired and resold by the RDA, other applicable building codes and ordinances of the City; and, as required by ordinance or agreement, review and recommendation of the Planning Commission and approval by the Agency.

Each development proposal by an owner, tenant, participant or 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.

The general standards that will guide community development within the Project Area, adopted from the City's proposed General Plan are as follows:

Business attraction and expansion.

Orem City staff and community leaders should focus their marketing and recruitment efforts on a few "high yield" targets that will make a significant difference to the local economy.

Recruit, retain and expand employers.

Orem encourages existing firms to grow and expand their business operations, and focus business attraction efforts on established firms within the region that may need larger facilities or a new location within the region.

Spur revitalization.

It is anticipated that development within the Project Area will be the catalyst to future development and re-investment in the surrounding area.

UTAH CODE
§17C-4-103(4)

How the Purposes of this Title Will Be Attained By Community Development

It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate new quality development and improve existing private and public structures and spaces. This enhancement to the overall living environment and the restoration of economic vitality to the Project Area will benefit the community, the City, the County and the State.

The purposes of the Act will be attained as a result of the proposed Project Area by accomplishing the following items:

Provision for Commercial, Industrial, Public, Residential or Any Combination of These Uses

The Project Area Plan allows for commercial, retail, office, and residential uses. Increased employment in the Project Area will create new jobs that will benefit residents throughout the City and the County.

Provision of Private or Public Infrastructure

The proposed Project Area will provide infrastructure to support significant development in the area, to include street, culinary water, sanitary sewer, and storm water infrastructure, and property acquisition. Furthermore, the parking decks will provide for the necessary parking while accommodating a higher density development which will benefit the local taxing entities. Community parks and open space are also planned within the development.

UTAH CODE
§17C-4-103(5)

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

This Plan and the development contemplated thereby conform to the City's General Plan and City Code in the following respects:

Zoning Ordinances

Any development contemplated within the Project Area shall conform to the City's land use ordinances, including "Chapter 22: Zoning" of the City of Orem Code and applicable requirements associated with the PD-34 zone. Additionally, any development must be in harmony with the City's General Plan, including "Chapter 2 : Land Use." The current designation for the Project Area on the General Plan's Future Land Use Map is Community Commercial. Moreover, the Project Area Plan, and all proposed development conforms thereto.



Building Codes

The Project will conform to all building codes that are currently imposed by the City including “Chapter 7: Building, Construction and Safety Codes and Regulations” of the City Code.

Planning Commission

The Planning Commission will review any future development proposals contemplated in the Project Area and make such recommendation thereon to the City Council as may be needed to facilitate development in the Project Area.

UTAH CODE
§17C-4-103(6)

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

The primary objectives of the community development include: 1) provide public infrastructure and parking deck capacity needed to redevelop and revitalize the University Mall area and 2) create jobs.

UTAH CODE
§17C-4-103(7)

Method of Selection of Private Developers to undertake the Community Development and Identification of Developers Currently Involved in the Process

Qualified Owners

This Project Area plan provides reasonable opportunities for owners of property in the Project Area to participate in the development and/or redevelopment of property in the Project Area through tax increment if they enter into a participation agreement with the Agency. The following general guidelines, which are all subject to final review, modification, and approval by the Agency, will apply in the Project Area:

- ☐ Owners may retain, maintain, and if necessary rehabilitate, all or portions of their properties;
- ☐ Owners may acquire adjacent or other properties in the Project Area;
- ☐ Owners may sell all or portions of their improvements to the Agency, but may also retain the land, and develop their properties;
- ☐ Owners may sell all or portions of their properties to the Agency and purchase other properties in the Project Area;
- ☐ Tenants may have opportunities to become owners of property in the Project Area, subject to the opportunities provided by owners of property in the Project Area; and
- ☐ Other methods as may be approved by the Agency.

Developers Currently Involved

Most of the Project Area is owned by the Woodbury Corporation or its subsidiary, University Mall Shopping Center L.C. (575 East University Parkway, Orem, Utah 84097). Woodtusk, L.L.C., is a Woodbury partnership corporation and is also involved with the development (2733 E Parleys Way, Suite 300, Salt Lake City, Utah 84109).

Other Parties

If no owner or tenant in the Project Area, as described above, who possesses the skill, experience and financial resources necessary to become a developer in the Project Area, is willing to become a developer, the Agency may identify other persons who may be interested in developing all or part of the Project Area. Potential developers will be identified by one or more of the following processes: public solicitation, requests for proposal (RFP) and requests for qualifications (RFQ), private negotiation, or some other method of identification approved by the Agency. All developers which are selected to develop within the Project Area will be subject to an Agreement for the Disposition of Land (ADL), Development Agreement, Participation Agreement, or any combination of these performance agreements and obligations.

Persons Expressing an Interest to Become a Developer

The Agency has not entered, nor does it intend to enter into any owner participation agreement or agreements with developers to develop all or part of the Project Area until after the Agency and the City have approved this Project Area plan.

UTAH CODE
§17C-4-103(8)

Reason for Selection of the Project Area

Currently, the University Mall is aging and is in need of revitalization. Financial assistance is needed to incentivize the installation of infrastructure and the use of parking decks in order to achieve a higher and better use for the property. Higher density parking structures will allow for additional office, business, and residential density in the area. Furthermore, it is anticipated that the development of this area will encourage re-investment and revitalization in the surrounding businesses along State Street and University Parkway.

UTAH CODE
§17C-4-103(9)

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

Physical Conditions

The Project Area consists of approximately 129.6 parcel acres (133.6 total acres) of relatively flat, publicly and privately owned land as shown on the Project Area map. The majority of the property is in need of revitalization.

Social Conditions

The Project Area suffers from decreasing social connectivity and vitality. There are very few residential units. There are currently no parks, libraries, or other social gathering places in the Project Area.

Economic Conditions

The area has suffered from a lack of reinvestment related to: 1) physical deterioration of existing structures; 2) lack of cohesiveness; 3) the need for additional and adequate infrastructure in the area; and 4) lack of economic density and land utilization.

UTAH CODE
§17C-4-103(10)

Description of any Tax Incentives Offered Private Entities for Facilities Located in the Project Area

Tax Increment arising from the development of the Project may be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land incentives, desirable Project Area improvements, 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 for any period of time the Agency may deem 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;
- ☐ Promote an urban environment where residents can live, work, and play;
- ☐ Assist with property acquisition and/or land assembly; and
- ☐ Provide attractive development for high-quality commercial/light industrial tenants.

The Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and Interlocal Agreement will formally establish the participation percentage and timeframe for each taxing entity. With this understanding, the following represents an estimate of the total sources and uses of tax increment based on initial development assumptions.

TABLE 3: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Amount
Utah County	75%	20 Years	\$6,465,039
Alpine School District	75%	20 Years	\$44,669,875
City of Orem	75%	20 Years	\$9,607,695
Orem Metropolitan Water District	75%	20 Years	\$200,267
Central Utah Water Conservancy District	75%	20 Years	\$2,290,236
Total Sources of Tax Increment Funds			\$63,233,113

TABLE 4: USES OF TAX INCREMENT

Uses	Amount
CDA Administration @ 5%	\$3,161,656
RDA Development Incentive Fund @ 5%	\$3,161,656
Project Area Infrastructure and Improvements @ 90%	\$56,909,801
Total Uses of Tax Increment Funds	\$63,233,113

UTAH CODE
§17C-4-103(11)

Anticipated Public Benefit to be Derived from the Community Development

UTAH CODE
§17C-4-103(11)(a)

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 and job growth. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values that may occur, over time, in the area generally. Property values include land, buildings and personal property (machines, equipment, etc.).

It is estimated that the development of the area will result in approximately 2,500 to 4,600 new jobs. These jobs will likely result in an average annual wage of approximately \$54,383.¹ 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. Business growth will generate corporate income taxes.

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

UTAH CODE
§17C-4-103(11)(b)

The Associated Business and Economic Activity Likely to be Stimulated

Other business and economic activity likely to be stimulated includes increased spending by new and existing residents within the City and employees in the Project Area and in surrounding areas. This includes both direct and indirect purchases that are stimulated by the spending of the additional employees in the area.

Businesses will likely make purchases that may eventually result in increased employment opportunities in areas such as the following: office equipment, furniture and furnishings, office supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, and office and printing services.

Employees may make some purchases in the local area, such as convenience shopping for personal services (haircuts, banking, dry cleaning, etc.). The employees will not make all of their convenience or personal services purchases near their workplace and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity of the workplace (assuming the services are available).

¹ Based on Utah Department of Workforce Services, Occupational Employment and Wage Estimates, Provo-Orem Metro, May 2013

UTAH CODE
§17C-4-103(12)

Other Information that the Agency Determines to be Necessary or Advisable

Cost/Benefit Analysis

Based on the land use assumptions, current economic and market demand factors, Tax Increment participation levels, as well as public infrastructure, land assemblage and incentive needs, the following table outlines the benefits (revenues) and costs (expenditures) anticipated within the Project Area. These estimates are calculated by apportioning the taxing entity's variable costs per assessed value served and then using this ratio to estimate the additional costs which would be associated with the new assessed value produced as a result of development in the project area. This does not factor in the benefit of other multipliers such as job creation, disposable income for retail consumption, etc. As shown below, the proposed Project Area will create a net benefit for The City of Orem.

TABLE 5: COST/BENEFIT ANALYSIS

REVENUES	Total	NPV @ 4%
Property Tax	\$12,810,260	\$7,625,260
Sales Tax	\$11,369,619	\$6,799,451
Energy Sales & Use Tax (Natural Gas and Electric)	\$8,237,640	\$4,649,463
Transient Room Tax	\$676,649	\$385,814
TOTAL REVENUES	\$33,094,167	\$19,459,988
EXPENDITURES	Total	NPV @ 4%
Estimated CDA Budget	\$9,608,695	\$5,498,985
General Government	\$6,266,304	\$3,660,108
Public Safety	\$6,944,675	\$4,056,340
Highways & Public Improvements	\$2,439,930	\$1,425,147
Parks, Recreation & Arts	\$2,921,010	\$1,706,143
Economic Development and Redevelopment	\$433,269	\$263,192
TOTAL EXPENDITURES	\$28,612,882	\$16,609,917
TOTAL REVENUE <i>minus</i> TOTAL EXPENDITURES	\$4,481,285	\$2,850,071

EXHIBIT A

Legal Description of Project Area: University Place CDA

An area of real property located in the NE Quarter of Section 26 and the SE Quarter of Section 23, T. 6 S. R. 2 E. S.L.B. & M., more particularly described as follows:

Commencing at a point which is S. 89°18'03" E. 142.38 feet along the Section Line and from the North 1/4 Corner of Section 26, T. 6 S., R. 2 E., S.L.B. & M. to the point of beginning, (which point is +/- on the Westerly Right of Way Line of State Street); thence along said Westerly Right of Way Line S. 18°29'52" E. 582.92 feet to the Northerly Right of Way Line +/- of University Parkway; thence along said Northerly Right of Way Line for the next eight calls, N. 88°20'55" E. 489.31 feet; thence S 89°21'02" E. 315.94 feet; thence along a Curve to the Right, the Radius is 766.62 feet, the Arc Length is 177.24 feet, the Chord Bearing is S. 86°40'38" E. the Chord Length is 176.85 feet; thence along a Compound Curve to the Right, the Radius is 10889.46 feet, the Arc Length is 265.96 feet, the Chord Bearing is S. 81°07'54" E. the Chord Length is 265.95 feet; thence S. 78°55'57" E. 202.90 feet; thence along a Curve to the Left, the Radius is 3599.59 feet, the Arc Length is 484.04 feet, the Chord Bearing is S. 81°28'08" E. the Chord Length is 483.68 feet; thence S. 89°37'22" E. 339.25 feet; thence along a curve to the Left, the Radius is 33.72 feet, the Arc Length is 51.39 feet, the Chord Bearing is N. 43°36'28" E. the Chord Length is 46.56 feet; thence along the Westerly side of 800 East Street for the next five calls, N. 0°02'59" E. 981.25 feet; thence West 15.02 feet; thence N. 3°35'49" W. 339.03 feet; thence East 35.20 feet; thence N. 0°23'52" W. 1938.15 feet; thence along the Southerly Right of Way Line +/- of 800 South for the next three calls, N. 88°49'10" W. 602.03 feet; thence S. 30°13'24" W. 25.21 feet; thence West 696.26 feet; thence South 133.07 feet; thence West 176.56 feet; thence South 326.41 feet; thence East 95.74 feet; thence South 219.18 feet; thence West 14.74 feet; thence South 81.45 feet; thence West 56.34 feet; thence S. 1°34'18" W. 277.32 feet; thence West 38.62 feet; thence South 97.40 feet; thence S. 83°14'59" E. 119.41 feet; thence South 90.25 feet; thence S. 85°48'17" E. 26.30 feet; thence S. 0°45'03" W. 685.85 feet; thence N. 89°17'31" W. 773.46 feet; thence N. 0°27'31" W. 7.77 feet; thence N. 88°59'39" W. 33.40 feet; thence N. 0°44'23" W. 53.42 feet; thence N. 89°22'23" W. 111.23 feet; thence S. 0°58'02" W. 203.19 feet; thence N. 88°44'39" W. 344.36 feet to the Easterly Right of Way Line +/- of State Street; thence S. 18°25'51" E. 554.20 feet along said Right of Way Line to the point of beginning.

Containing 133.6 Acres more or less.

EXHIBIT B
Project Area Map

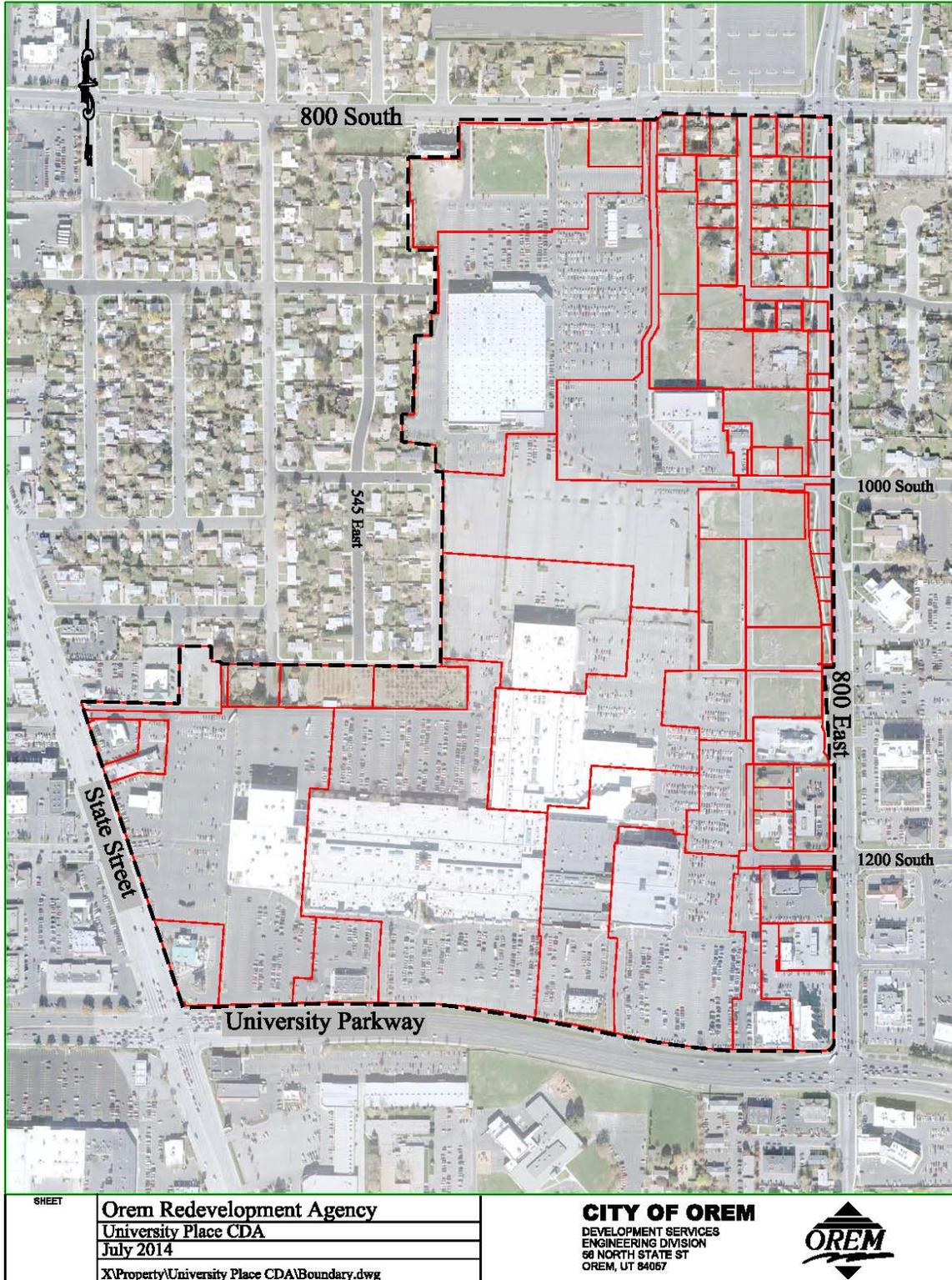


EXHIBIT C

Parcel List

Parcel Number	Owner	Acres
180560007	University Mall Shopping Center	0.195
180560008	University Mall Shopping Center	0.220
180560009	University Mall Shopping Center	0.030
180560016	City of Orem	0.300
180560017	Mercer, Amron L	0.290
180560018	Housing Authority of Utah County	0.300
180560019	Catania SFH LLC	0.310
180560020	University Mall Shopping Center	0.283
180560022	Catania SFH LLC	0.270
180560023	Catania SFH LLC	0.260
180560026	City of Orem	0.270
180560028	Gulati, Chaitawee	0.270
180560029	Woodbury Corporation	0.260
180560033	City of Orem	0.210
180560037	City of Orem	0.280
180560038	Catania SFH LLC	0.290
180560055	Larry and Lynn Campground Management	0.300
180560099	Avans, Gulavadee	0.648
180560102	Gaks Enterprises LLC	0.415
180560103	Catania SFH LLC	0.270
180560104	City of Orem	0.197
180560106	City of Orem	0.274
180560109	University Mall Shopping Center	1.263
180560110	City of Orem	0.148
180560111	City of Orem	0.168
180560112	City of Orem	0.230
180560113	University Mall Shopping Center	0.262
180560115	University Mall Shopping Center	0.571
180560117	City of Orem	0.146
180560118	City of Orem	0.270
180560119	University Mall Shopping Center	0.399
180560121	University Mall Shopping Center	0.527
180560123	City of Orem	0.096
180560132	City of Orem	0.002
180560133	University Mall Shopping Center	0.306
180560134	University Mall Shopping Center	0.926
180560135	University Mall Shopping Center	0.931
180570033	First Security Bank of Utah	0.600
180570117	KC Propco LLC	0.450
180570127	Cordner, Raymond G & Colleen F	0.063
180570129	Washburn Management LC	0.517
180570132	City of Orem	0.099
180570133	City of Orem	0.013
180570134	City of Orem	0.143
180570135	City of Orem	0.077
180570136	City of Orem	0.300
180570137	City of Orem	0.096
180570138	Glazier Properties LLC	0.882



Parcel Number	Owner	Acres
180570141	Cordner, Colleen F	1.136
180570142	University Mall Shopping Center	1.143
180570147	Orem City Corporation	0.017
180570502	Utah Department of Transportation	0.006
190180502	Utah Department of Transportation	0.003
190190017	Zions First National Bank	0.030
190190019	Zions First National Bank	0.030
352540001	Bank of American Fork	1.427
352540002	Maverik Country Stores Inc	0.722
352540003	Circle K Properties Inc	0.008
360860015	KC Propco LLC	0.260
360860016	KC Propco LLC	0.260
360860019	City of Orem	0.114
450610001	University Mall Shopping Center	0.210
551760001	Zions First National Bank	1.110
570310001	Utah Transit Authority	0.956
570430001	University Mall Shopping Center	5.494
570430002	University Mall Shopping Center	0.983
570430003	University Mall Shopping Center	12.745
570430004	University Mall Shopping Center	1.238
570430005	University Mall Shopping Center	1.697
570430006	University Mall Shopping Center	16.639
570430007	University Mall Shopping Center	6.140
570430008	University Mall Shopping Center	7.140
570430009	UNMN LLC	1.700
570430013	University Mall Shopping Center	6.331
570430014	University Mall Shopping Center	7.580
570430015	University Mall Shopping Center	5.285
570430016	University Mall Shopping Center	1.209
570430017	University Mall Shopping Center	13.170
570430018	University Mall Shopping Center	1.157
570430019	University Mall Shopping Center	0.707
570680010	University Mall Village	1.731
570680011	University Mall Village	7.035
570680012	University Mall Village	1.758
570680020	University Mall Village	1.477
570680021	University Mall Village	1.805
570680022	University Mall Village	0.947
570680023	University Mall Village	1.067
570680024	University Mall Village	1.498
Total		129.591

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

DRAFT PROJECT AREA BUDGET UNIVERSITY PLACE COMMUNITY DEVELOPMENT AREA (CDA)

OREM REDEVELOPMENT AGENCY, UTAH



AUGUST 2014


**LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.**

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Section 1: Introduction

The Redevelopment Agency of the City of Orem, Utah (the “Agency”), following thorough consideration of the needs and desires of The City of Orem (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 University Place Community Development Project Area (the “Project Area”). The Plan and Project Area Budget (the “Budget”) are the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the property within the Project Area which is located on the northeast corner of State Street and University Parkway.

This is predicated upon certain elements, objectives and conditions outlined in the Plan and is 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 Budget outlines the proposed sources and uses of funds needed to make the Plan successful.

The Project is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Community Development and Renewal Agencies Act (the “Act”, Utah Code Annotated (“UCA”) Title 17C). The requirements of the Act, including notice and hearing obligations, have been observed at all times throughout the establishment of the Project Area.

Terms defined in the Plan will have the same definition applied where said terms are used in this Budget.

Section 2: Description of Community Development Project Area

The Project Area is located on the northeast corner of State Street and University Parkway. Most of the Project Area will be a master planned development surrounding the University Mall with intention to revitalize the area. The planned development includes residential, office, retail, and civic uses. The Project Area is comprised of 133.6 acres total, including approximately 85 affected parcels, equaling 129.6 acres of property (4.0 acres are rights of way and other variances in acreage associated with County records of individual parcels).

TABLE 2.1: DESCRIPTION OF PROJECT AREA

Existing Land Uses	% of Area
Commercial	93%
Residential	2%
Agricultural	1%
Other	4%

The Project Area encompasses all of the parcels detailed in [APPENDIX A](#).

A map and legal description of the Project Area are attached hereto in [APPENDIX B](#).

Section 3: General Overview of project area budget

The purpose of this Budget is to provide the financial framework necessary to implement the Plan. 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 this Budget.

Base Year Value

The Agency has determined that the base year property tax value for the Budget will be the total taxable value (including real and personal property) for the 2013 tax year which is currently estimated to be \$129,187,998. Using the 2013 tax rates established within the Project Area the property taxes levied equate to \$1,590,821 annually. Accordingly, this amount will continue to flow thru to each taxing entity proportional to the amount of the tax rate being levied.

Payment Trigger

This Budget will have a twenty (20) year duration from the date of the first tax increment receipt. 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. In no case will the Agency trigger increment collection after March 1, 2018.

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 development will begin in the Project Area in 2014. The contemplated development will generate significant additional property and 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 31st) following construction completion and Tax Increment will actually 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 tax year 2015 or as late as 2018. It is currently estimated that during the 20-year life of the Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$84.3 million or \$50.2 million in terms of net present value (NPV).¹ This amount is over and above the \$31.8 million of base taxes that the property would generate over 20 years at the \$1,590,821 annual amount it currently generates.

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

Property Tax Increment Shared with RDA

While property Tax Increment generated within the Project Area is expected to be approximately \$84.3 million over 20 years, only a portion of this increment will be shared with the Agency. It is anticipated that 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. It is anticipated that all taxing entities will contribute 75% of their respective tax increment for 20 years during the project life. The City, County and the State will **not** contribute any portion of their incremental sales tax to implement the Project Area Plan. Table 4.1 shows the amount of tax increment shared with the Agency assuming the participation levels discussed above.

The tax increment will be calculated using the current year's tax rate adopted by each taxing entity, as adjusted by the County in accordance with applicable state law.

TABLE 4.1: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 4%
Utah County	75%	20 Years	\$6,465,039	\$3,848,291
Alpine School District	75%	20 Years	\$44,669,875	\$26,589,578
City of Orem	75%	20 Years	\$9,607,695	\$5,718,945
Orem Metropolitan Water District	75%	20 Years	\$200,267	\$119,208
Central Utah Water Conservancy District	75%	20 Years	\$2,290,236	\$1,363,255
Total Sources of Tax Increment Funds			\$63,233,113	\$37,639,277

Uses of Tax Increment

The majority of the tax increment collected by the Agency will be used to offset certain public infrastructure costs necessary to accommodate development in the Project Area. Approximately 5% will be used to offset the administration costs of the Agency, with the remaining funds to be used for development incentives, infrastructure and improvements. Public infrastructure costs will include improvements to transportation, parking, culinary water, sanitary sewer, storm drain systems, and park/open space areas.

TABLE 4.2: USES OF TAX INCREMENT

Uses	Total	NPV at 4%
CDA Administration @ 5%	\$3,161,656	\$1,881,964
RDA Development Incentive Fund @ 5%	\$3,161,656	\$1,881,964
Project Area Infrastructure and Improvements @ 90%	\$56,909,801	\$33,875,349
Total Uses of Tax Increment Funds	\$63,233,113	\$37,639,277

Projected Tax Increment Remaining with Taxing Entities

It is anticipated that all taxing entities will receive 25% of their respective property tax increment generated within the Project Area during the duration of the Budget and all tax increment thereafter. The City, County and the State will retain their entire portion of incremental sales tax. The table below describes the forecasted property tax benefit that each taxing entity will retain during the duration of the Project Area Budget. This is in addition to the base taxes currently being generated within the Project Area.

TABLE 4.3: RETAINED PROPERTY TAX INCREMENT

Entity	Total	NPV at 4%
Utah County	\$2,155,013	\$1,282,764
Alpine School District	\$14,889,958	\$8,863,193
City of Orem	\$3,202,565	\$1,906,315
Orem Metropolitan Water District	\$66,756	\$39,736
Central Utah Water Conservancy District	\$763,412	\$454,418
Total Revenue	\$21,077,704	\$12,546,426

A multi-year projection of tax increment along with development assumptions is including in [APPENDIX C](#).

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 \$129,187,998. Based upon the 2013 tax rates in the area, the collective taxing entities are receiving \$1,590,821 in property tax annually from this Project Area. This equates to approximately \$31.8 million over the 20 year life of the Project Area. In addition to the Base Taxes received by the taxing entities, an additional \$21.1 million of property tax increment is expected to be retained by the taxing entities over 20 years, totaling approximately \$52.9 million of property tax revenue.

TABLE 4.4: TOTAL BASE YEAR AND PROPERTY TAX INCREMENT TO TAXING ENTITIES (OVER 20 YEARS)

Entity	Total Base Year Property Tax	Total Retained Tax Increment	Total Base and Retained Taxes
Utah County	\$3,252,954	\$2,155,013	\$5,407,967
Alpine School District	\$22,476,128	\$14,889,958	\$37,366,086
City of Orem	\$4,834,215	\$3,202,565	\$8,036,780
Orem Metropolitan Water District	\$100,767	\$66,756	\$167,522
Central Utah Water Conservancy District	\$1,152,357	\$763,412	\$1,915,769
Total Revenue	\$31,816,420	\$21,077,704	\$52,894,124

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

As described above, the collective taxing entities are currently receiving approximately \$1,590,821 in property taxes annually from this Project Area. At the end of the life of the project area, the taxing entities will receive all of their respective tax increment thereafter. At the end of 20 years an additional \$4,920,089 in property taxes annually is anticipated, totaling approximately \$6,510,910 in property taxes annually for the area. But for the assistance provided by the RDA through tax increment revenues, this increase of approximately 309 percent in property taxes generated for the taxing entities would not be possible.

TABLE 4.5: 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
Utah County	\$162,648	\$503,037	\$665,684
Alpine School District	\$1,123,806	\$3,475,707	\$4,599,513
City of Orem	\$241,711	\$747,563	\$989,273
Orem Metropolitan Water District	\$5,038	\$15,583	\$20,621
Central Utah Water Conservancy District	\$57,618	\$178,200	\$235,818
Total Revenue	\$1,590,821	\$4,920,089	\$6,510,910

Section 5: Cost/Benefit Analysis

Additional Revenues

Sales tax

Incremental sales and use tax will flow more quickly to the Agency considering sales tax is generated as soon as an entity begins transacting business. In addition, the sales and use tax is paid either monthly or quarterly to the City, County, and State. It is estimated that incremental sales tax would begin flowing to the City, County, and State as early as 2015 and as late as 2018. The estimated new incremental sales tax generated within the project² for the 20-year life of this Master Budget for the City, County and State is approximately \$28.7 million. The sales tax benefit to the City over the life of the project is approximately \$11.1 million or \$7.2 million NPV.

Other Tax Revenues

The development within the Project Area will also generate energy sales and use taxes for natural gas and electric.

Table 5.1 shows the total revenues generated by the project. This total includes the anticipated property tax increment shared with the Agency by the taxing entities, the City's portion of incremental property tax, and the City's portion of sales tax, and energy sales and use tax.

TABLE 5.1: TOTAL REVENUES

Entity	Incremental Revenues (above Base)				Total
	Property Tax	Sales Tax	Franchise Taxes	Transient Room Taxes	
Utah County	\$8,620,052	\$3,979,367	\$0	\$2,875,756	\$15,475,175
Alpine School District	\$59,559,834	\$0	\$0	\$0	\$59,559,834
City of Orem	\$12,810,260	\$11,369,619	\$8,237,640	\$676,649	\$33,094,167
Orem Metropolitan Water District	\$267,023	\$0	\$0	\$0	\$267,023
Central Utah WCD	\$3,053,648	\$0	\$0	\$0	\$3,053,648
State of Utah	\$0	\$13,359,302	\$0	\$0	\$13,359,302
Total Revenue	\$84,310,817	\$28,708,288	\$8,237,640	\$3,552,405	\$124,809,149

Additional Costs

The development anticipated within the Project Area will also likely result in additional costs to general government operations. These costs, along with the estimated budget to implement the Project Area Plan are identified below. These estimates are calculated by apportioning the taxing entity's variable costs per assessed value served and then using this ratio to estimate the additional costs which would be associated with the new assessed value produced as a result of development in the project area.

² Includes only the estimated new sales to the City, County, and State, respectively.

TABLE 5.2: TOTAL EXPENDITURES

Entity	Incremental Expenditures (above Base)			Net Incremental Benefit
	CDA Budget	General Government Operations	Total	
Utah County	\$6,465,039	\$1,205,564	\$7,670,603	\$7,804,572
Alpine School District	\$44,669,875	\$1,706,223	\$46,376,099	\$13,183,735
City of Orem	\$9,607,695	\$19,005,187	\$28,612,882	\$4,481,285
Orem Metropolitan Water District	\$200,267	\$35,487	\$235,755	\$31,268
Central Utah WCD	\$2,290,236	\$44,243	\$2,334,480	\$719,169
State of Utah	\$0	\$0	\$0	\$13,359,302
Total Revenue	\$63,233,113	\$21,996,705	\$85,229,818	\$39,579,331

The total net benefit to the taxing entities of implementing the project area is approximately \$39.6 million.



Appendix A: Parcel List

Parcel Number	Owner	Acres
180560007	University Mall Shopping Center	0.195
180560008	University Mall Shopping Center	0.220
180560009	University Mall Shopping Center	0.030
180560016	City of Orem	0.300
180560017	Mercer, Amron L	0.290
180560018	Housing Authority of Utah County	0.300
180560019	Catania SFH LLC	0.310
180560020	University Mall Shopping Center	0.283
180560022	Catania SFH LLC	0.270
180560023	Catania SFH LLC	0.260
180560026	City of Orem	0.270
180560028	Gulati, Chaitthawee	0.270
180560029	Woodbury Corporation	0.260
180560033	City of Orem	0.210
180560037	City of Orem	0.280
180560038	Catania SFH LLC	0.290
180560055	Larry and Lynn Campground Management	0.300
180560099	Avans, Gulavadee	0.648
180560102	Gaks Enterprises LLC	0.415
180560103	Catania SFH LLC	0.270
180560104	City of Orem	0.197
180560106	City of Orem	0.274
180560109	University Mall Shopping Center	1.263
180560110	City of Orem	0.148
180560111	City of Orem	0.168
180560112	City of Orem	0.230
180560113	University Mall Shopping Center	0.262
180560115	University Mall Shopping Center	0.571
180560117	City of Orem	0.146
180560118	City of Orem	0.270
180560119	University Mall Shopping Center	0.399
180560121	University Mall Shopping Center	0.527
180560123	City of Orem	0.096
180560132	City of Orem	0.002
180560133	University Mall Shopping Center	0.306
180560134	University Mall Shopping Center	0.926
180560135	University Mall Shopping Center	0.931
180570033	First Security Bank of Utah	0.600
180570117	KC Propco LLC	0.450
180570127	Cordner, Raymond G & Colleen F	0.063
180570129	Washburn Management LC	0.517
180570132	City of Orem	0.099
180570133	City of Orem	0.013
180570134	City of Orem	0.143
180570135	City of Orem	0.077
180570136	City of Orem	0.300
180570137	City of Orem	0.096
180570138	Glazier Properties LLC	0.882
180570141	Cordner, Colleen F	1.136



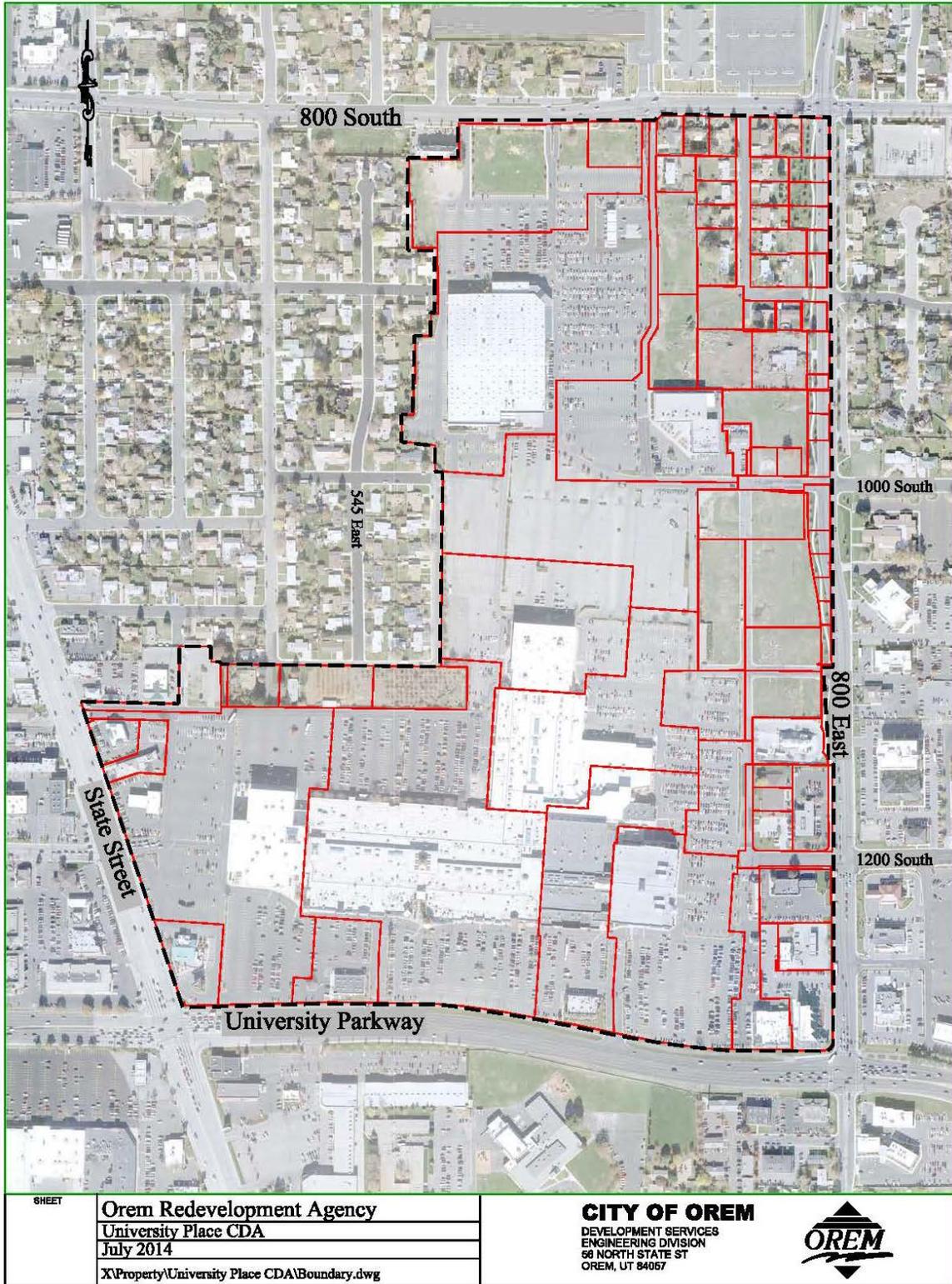
Parcel Number	Owner	Acres
180570142	University Mall Shopping Center	1.143
180570147	Orem City Corporation	0.017
180570502	Utah Department of Transportation	0.006
190180502	Utah Department of Transportation	0.003
190190017	Zions First National Bank	0.030
190190019	Zions First National Bank	0.030
352540001	Bank of American Fork	1.427
352540002	Maverik Country Stores Inc	0.722
352540003	Circle K Properties Inc	0.008
360860015	KC Propco LLC	0.260
360860016	KC Propco LLC	0.260
360860019	City of Orem	0.114
450610001	University Mall Shopping Center	0.210
551760001	Zions First National Bank	1.110
570310001	Utah Transit Authority	0.956
570430001	University Mall Shopping Center	5.494
570430002	University Mall Shopping Center	0.983
570430003	University Mall Shopping Center	12.745
570430004	University Mall Shopping Center	1.238
570430005	University Mall Shopping Center	1.697
570430006	University Mall Shopping Center	16.639
570430007	University Mall Shopping Center	6.140
570430008	University Mall Shopping Center	7.140
570430009	UNMN LLC	1.700
570430013	University Mall Shopping Center	6.331
570430014	University Mall Shopping Center	7.580
570430015	University Mall Shopping Center	5.285
570430016	University Mall Shopping Center	1.209
570430017	University Mall Shopping Center	13.170
570430018	University Mall Shopping Center	1.157
570430019	University Mall Shopping Center	0.707
570680010	University Mall Village	1.731
570680011	University Mall Village	7.035
570680012	University Mall Village	1.758
570680020	University Mall Village	1.477
570680021	University Mall Village	1.805
570680022	University Mall Village	0.947
570680023	University Mall Village	1.067
570680024	University Mall Village	1.498
Total		129.591

Appendix B: Map and Legal Description

An area of real property located in the NE Quarter of Section 26 and the SE Quarter of Section 23, T. 6 S. R. 2 E. S.L.B. & M., more particularly described as follows:

Commencing at a point which is S. 89°18'03" E. 142.38 feet along the Section Line and from the North 1/4 Corner of Section 26, T. 6 S., R. 2 E., S.L.B. & M. to the point of beginning, (which point is +/- on the Westerly Right of Way Line of State Street); thence along said Westerly Right of Way Line S. 18°29'52" E, 582.92 feet to the Northerly Right of Way Line +/- of University Parkway; thence along said Northerly Right of Way Line for the next eight calls, N. 88°20'55" E. 489.31 feet; thence S 89°21'02" E. 315.94 feet; thence along a Curve to the Right, the Radius is 766.62 feet, the Arc Length is 177.24 feet, the Chord Bearing is S. 86°40'38" E. the Chord Length is 176.85 feet; thence along a Compound Curve to the Right, the Radius is 10889.46 feet, the Arc Length is 265.96 feet, the Chord Bearing is S. 81°07'54" E. the Chord Length is 265.95 feet; thence S. 78°55'57" E. 202.90 feet; thence along a Curve to the Left, the Radius is 3599.59 feet, the Arc Length is 484.04 feet, the Chord Bearing is S. 81°28'08" E. the Chord Length is 483.68 feet; thence S. 89°37'22" E. 339.25 feet; thence along a curve to the Left, the Radius is 33.72 feet, the Arc Length is 51.39 feet, the Chord Bearing is N. 43°36'28" E. the Chord Length is 46.56 feet; thence along the Westerly side of 800 East Street for the next five calls, N. 0°02'59" E. 981.25 feet; thence West 15.02 feet; thence N. 3°35'49" W. 339.03 feet; thence East 35.20 feet; thence N. 0°23'52" W. 1938.15 feet; thence along the Southerly Right of Way Line +/- of 800 South for the next three calls, N. 88°49'10" W. 602.03 feet; thence S. 30°13'24" W. 25.21 feet; thence West 696.26 feet; thence South 133.07 feet; thence West 176.56 feet; thence South 326.41 feet; thence East 95.74 feet; thence South 219.18 feet; thence West 14.74 feet; thence South 81.45 feet; thence West 56.34 feet; thence S. 1°34'18" W. 277.32 feet; thence West 38.62 feet; thence South 97.40 feet; thence S. 83°14'59" E. 119.41 feet; thence South 90.25 feet; thence S. 85°48'17" E. 26.30 feet; thence S. 0°45'03" W. 685.85 feet; thence N. 89°17'31" W. 773.46 feet; thence N. 0°27'31" W. 7.77 feet; thence N. 88°59'39" W. 33.40 feet; thence N. 0°44'23" W. 53.42 feet; thence N. 89°22'23" W. 111.23 feet; thence S. 0°58'02" W. 203.19 feet; thence N. 88°44'39" W. 344.36 feet to the Easterly Right of Way Line +/- of State Street; thence S. 18°25'51" E. 554.20 feet along said Right of Way Line to the point of beginning.

Containing 133.6 Acres more or less.





Appendix C: Multi-Year Budget and Development Assumptions

Orem Redevelopment Agency

University Place CDA

Table A.4.1: Development Absorption Schedule and Assumptions

SF Conversion

43560

Land Value Assumptions	Acreage	Per SF Land Value	Base Land Value	Total Finished Land Value	Unit	Property Tax Exemption
Block 1-22 Phases						
1A Existing Mall and Project Area Base Value	129.59	22.89	129,187,998	129,187,998	per square foot	0%
1B North Mall (Bldgs H, L, &J)			-	-	per square foot	0%
1C Mervyns Bldg			-	-	per square foot	0%
2 A-D Macy's and Add'l Retail Pads			-	-	per square foot	0%
3 B RCW Expansion			-	-	per square foot	0%
4 A Anchor			-	-	per square foot	0%
4 B Parking Structure (1 level underground)			-	-	per square foot	0%
5 A-B Grocery and Restaurant Pad			-	-	per square foot	0%
5 D Demolish/Relocate Existing Retail			-	-	per square foot	0%
6 A New Retail Pad			-	-	per square foot	0%
6 C Parking Deck			-	-	per square foot	0%
6 D & 7 B Office Building			-	-	per square foot	0%
6 D & 7 B Office Ground Floor Retail			-	-	per square foot	0%
7 C Parking Deck (4 Story)			-	-	per square foot	0%
7 D-E Retail/Restaurant			-	-	per square foot	0%
7 E Demolish Big O Tires and Texas Road House			-	-	per square foot	0%
8 A Parking Deck			-	-	per square foot	0%
8 B Retail			-	-	per square foot	0%
9 A&D Retail			-	-	per square foot	0%
9 B-C Band Shell/Civic/Central Park			-	-	per square foot	100%
9 E Demolish Existing Retail			-	-	per square foot	0%
10 A Townhouses			-	-	per square foot	45%
11&12 A Office			-	-	per square foot	0%
11&12 Office Ground Floor Retail			-	-	per square foot	0%
13 A Hotel			-	-	per square foot	0%
13 B Parking Structure			-	-	per square foot	0%
13 C & 14 A&B Retail			-	-	per square foot	0%
15 A Tennis & Pool Club			-	-	per square foot	100%
15 B Parking Deck (3 Lvl, Shared with 11A)			-	-	per square foot	0%
15 C Liner Flats (3 Story, 95 Units)			-	-	per square foot	45%
15 D Clubhouse			-	-	per square foot	100%
16 A Apartments (148)			-	-	per square foot	45%
16 B Neighborhood Office/Retail			-	-	per square foot	0%
16 C Parking Deck (Shared w/ 12A Office & Hotel)			-	-	per square foot	0%
16 D Park			-	-	per square foot	100%
16 E Office			-	-	per square foot	0%
17 B Cinema Expansion			-	-	per square foot	0%
18 A&B Multifamily Residential	21.13	14.00	-	12,885,971	per square foot	45%
18 C&D Multifamily Residential			-	-	per square foot	45%
18 E Demolition (Loss of Commercial Land to Residential Land)	(21.13)	11.52	-	(10,604,533)	per square foot	0%
19 A&B Multifamily Residential			-	-	per square foot	45%
19 C Future Non-Zoned Residential			-	-	per square foot	45%
20 A Costco			-	-	per square foot	0%
21 A Retail Pad			-	-	per square foot	0%
22 A Senior Housing			-	-	per square foot	45%
23 OTHER/ROADS/ETC.			-	-		0%
TOTAL	129.59		129,187,998	131,469,436		

Orem Redevelopment Agency

University Place CDA

Building Value Assumptions	Units or Building SF	Woodbury Value Per Unit or Per SF to Build	Total Finished Value
Block 1-22 Phases			
1A Existing Mall and Project Area Base Value			-
1B North Mall (Bldgs H, L, &J)			-
1C Mervyns Bldg			-
2 A-D Macy's and Add'l Retail Pads	16,600	155.00	2,573,000
3 B RCW Expansion	30,000	155.00	4,650,000
4 A Anchor	140,000	184.00	25,760,000
4 B Parking Structure (1 level underground)	748	12,000.00	8,976,000
5 A-B Grocery and Restaurant Pad	35,000	155.00	5,425,000
5 D Demolish/Relocate Existing Retail	(15,354)	103.25	(1,585,300)
6 A New Retail Pad	6,000	155.00	930,000
6 C Parking Deck	467	12,000.00	5,604,000
6 D & 7 B Office Building	307,000	180.00	55,260,000
6 D & 7 B Office Ground Floor Retail	42,000	180.00	7,560,000
7 C Parking Deck (4 Story)	863	12,000.00	10,356,000
7 D-E Retail/Restaurant	36,000	155.00	5,580,000
7 E Demolish Big O Tires and Texas Road House	(18,595)	123.36	(2,293,900)
8 A Parking Deck	1,722	12,000.00	20,664,000
8 B Retail	7,200	155.00	1,116,000
9 A&D Retail	7,500	155.00	1,162,500
9 B-C Band Shell/Civic/Central Park	170,500	75.81	12,925,653
9 E Demolish Existing Retail	(140,226)	39.15	(5,489,800)
10 A Townhouses	90,000	118.00	10,620,000
11&12 A Office	300,000	180.00	54,000,000
11&12 Office Ground Floor Retail	32,000	180.00	5,760,000
13 A Hotel	72,000	158.00	11,376,000
13 B Parking Structure	455	12,000.00	5,460,000
13 C & 14 A&B Retail	39,588	155.00	6,136,140
15 A Tennis & Pool Club	102,000	60.00	6,120,000
15 B Parking Deck (3 Lvl, Shared with 11A)	420	12,000.00	5,040,000
15 C Liner Flats (3 Story, 95 Units)	50,000	118.00	5,900,000
15 D Clubhouse	30,000	155.00	4,650,000
16 A Apartments (148)	148,000	160.00	23,680,000
16 B Neighborhood Office/Retail	5,000	121.00	605,000
16 C Parking Deck (Shared w/ 12A Office & Hotel)	1,294	12,000.00	15,528,000
16 D Park	30,000	25.18	755,367
16 E Office	100,000	180.00	18,000,000
17 B Cinema Expansion	7,000	184.00	1,288,000
18 A&B Multifamily Residential	193,492	163.00	31,539,196
18 C&D Multifamily Residential	232,224	136.00	31,582,464
18 E Demolition (Loss of Commercial Land to Residential Land)			-
19 A&B Multifamily Residential	100,000	150.00	15,000,000
19 C Future Non-Zoned Residential	325,716	150.00	48,857,400
20 A Costco			-
21 A Retail Pad	9,600	155.00	1,488,000
22 A Senior Housing	124,800	150.00	18,720,000
23 OTHER/ROADS/ETC.			
TOTAL			481,278,720

Additional Assumptions

Annual Inflation	3%	Personal Property Rate	
Discount Rate	4%	Office	22.0%
Personal Property Rate	15.0%	Industrial	15.0%
Sales Tax Rate	0.50%	Average	18.5%

Summary	
Type	SF
Retail	413,488
Lost Retail	(174,175)
Net Retail	239,313
Hotel	72,000
Residential	1,396,232
Office	707,000
Civic/Other	200,500
Total	2,615,045
Parking Stalls	5,969
Res Common Space	132,000

Orem Redevelopment Agency

University Place CDA

Absorption Schedule (SF)	Year of Construction											
	Year 2014	Year 2015	Year 2016	Year 1 2017	Year 2 2018	Year 3 2019	Year 4 2020	Year 5 2021	Year 6 2022	Year 7 2023	Year 8 2024	Year 9 2025
1A Existing Mall and Project Area Base Value												
1B North Mall (Bldgs H, L, &J)												
1C Mervyns Bldg												
2 A-D Macy's and Add'l Retail Pads	4,800		7,800					4,000				
3 B RCW Expansion	30,000											
4 A Anchor			140,000									
4 B Parking Structure (1 level underground)			748									
5 A-B Grocery and Restaurant Pad		5,000	30,000									
5 D Demolish/Relocate Existing Retail			(15,354)									
6 A New Retail Pad			6,000									
6 C Parking Deck		467										
6 D & 7 B Office Building		107,000								200,000		
6 D & 7 B Office Ground Floor Retail		26,000								16,000		
7 C Parking Deck (4 Story)										863		
7 D-E Retail/Restaurant										36,000		
7 E Demolish Big O Tires and Texas Road House										(18,595)		
8 A Parking Deck								1,722				
8 B Retail								7,200				
9 A&D Retail		2,250		5,250								
9 B-C Band Shell/Civic/Central Park		119,500		51,000								
9 E Demolish Existing Retail			(140,226)									
10 A Townhouses								90,000				
11&12 A Office				200,000				100,000				
11&12 Office Ground Floor Retail				16,000				16,000				
13 A Hotel					72,000							
13 B Parking Structure					455							
13 C & 14 A&B Retail		25,000	5,500		9,088							
15 A Tennis & Pool Club					102,000							
15 B Parking Deck (3 Lvl, Shared with 11A)					420							
15 C Liner Flats (3 Story, 95 Units)					50,000							
15 D Clubhouse					30,000							
16 A Apartments (148)						148,000						
16 B Neighborhood Office/Retail						5,000						
16 C Parking Deck (Shared w/ 12A Office & Hotel)						1,294						
16 D Park						30,000						
16 E Office						100,000						
17 B Cinema Expansion			7,000									
18 A&B Multifamily Residential		193,492										
18 C&D Multifamily Residential					232,244							
18 E Demolition (Loss of Commercial Land to Residential Land)												
19 A&B Multifamily Residential						50,000	50,000					
19 C Future Non-Zoned Residential							325,716					
20 A Costco												
21 A Retail Pad						9,600						
22 A Senior Housing							124,800					

Orem Redevelopment Agency

University Place CDA

Table A.11: Infrastructure Cost Estimates

Infrastructure Cost Estimates			
Category	Phase	Description	Est. Cost
Demolition	Phase 5	Demolition/Existing Retail to be Relocated	\$48,365
Demolition	Phase 7	Demo Big O Tires, Jared's, and Texas Road House	\$55,785
Demolition	Phase 9	Demolish Existing Retail	\$580,102
Demolition	Phase 18	Demolish Existing Residential	\$95,880
Parking Structure	Phase 4	700 Stall Parking Deck	\$8,976,000
Parking Structure	Phase 6C	467 Stall Parking Deck	\$5,604,000
Parking Structure	Phase 7C	863 Stall Parking Deck (4 Story)	\$10,356,000
Parking Structure	Phase 8A	1722 Stall Parking Deck	\$20,664,000
Parking Structure	Phase 13B	455 Stall Parking Deck	\$5,460,000
Parking Structure	Phase 15B	420 Stall Parking Deck (3 Story)	\$5,040,000
Parking Structure	Phase 16C	1294 Stall Parking Deck (Shared with Office and Hotel)	\$15,528,000
Infrastructure	Phases 3-7, 13, 14	Road and Utility Infrastructure	\$5,435,568
Infrastructure	Phases 7, 8, 9, 13, 14	Main Street Construction	\$3,910,567
Recreation Amenities	Phases 7, 9, 18	Parks	\$6,999,909
Total			\$88,754,176