



Washington City Council
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Public Notice of Electronic Meeting
Washington Redevelopment Agency
Meeting Agenda
November 23, 2021

PUBLIC NOTICE is hereby given that the Washington City Redevelopment Agency will hold a Public Meeting on Tuesday, November 23, 2021 at 4:30 P.M. in the Council Chambers of the Washington City Office located at 111 North 100 East, Washington, Utah 84780.

1. Approval of Agenda
2. Public hearing on the project area plan and project area budget for the proposed Sienna Hills I Community Reinvestment Project Area.
3. Consideration to approve a Resolution adopting the Project Area Plan for the Sienna Hills I Community Reinvestment Project Area.
4. Consideration to approve a Resolution adopting the Project Area Budget for the Sienna Hills I Community Reinvestment Project Area.
5. Consideration to approve a Resolution adopting the Interlocal Agreement with Washington City for the Sienna Hills I Community Reinvestment Project Area.
6. Adjournment

POSTED this 19th day of November, 2021
Tara Pentz, City Recorder

In accordance with the Americans with Disabilities Act, Washington City will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by calling the City Recorder at 656-6308 at least 24 hours in advance of the meeting to be held.

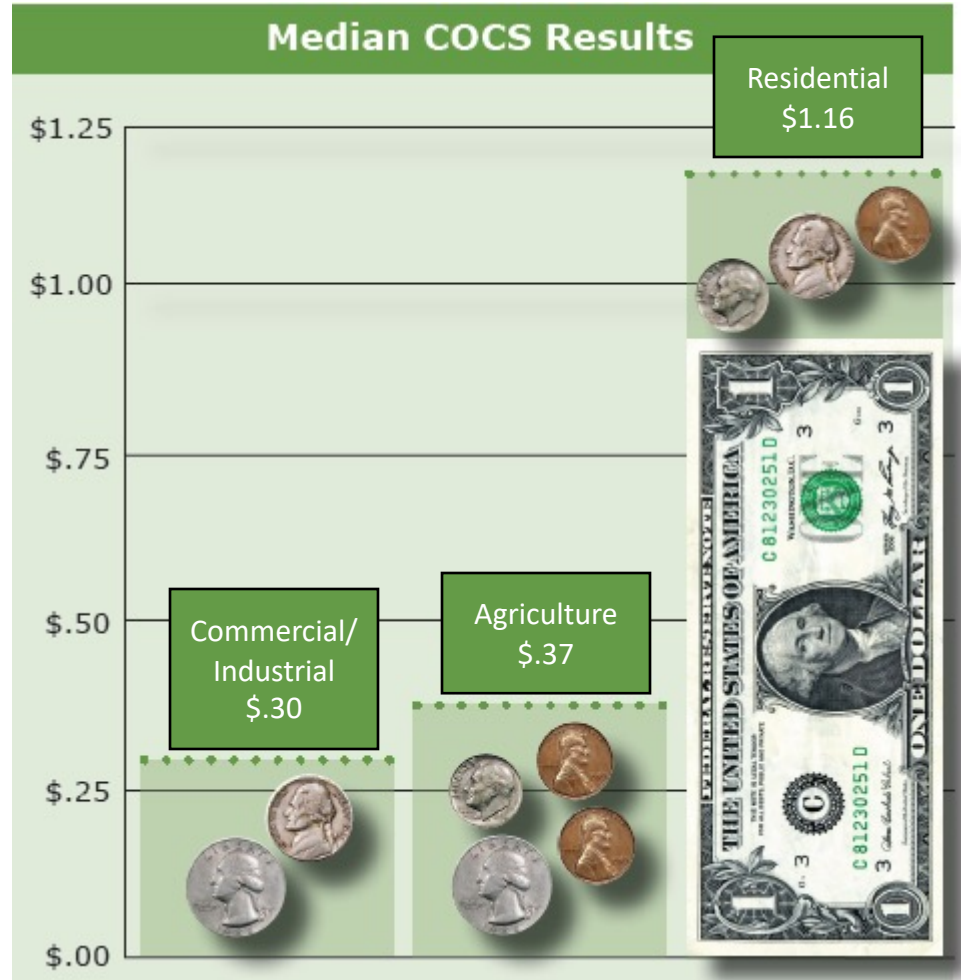
Establish a well-balanced and sustainable economic base through a three-fold approach that expands and strengthens the City's:

- Sales tax base
- Property tax base
- Buying power through well-paying jobs



Median cost to
provide
community
services for each
dollar of revenue
raised

Source: American Farmland Trust



Finding the right state

- Tax environment
- State incentives
- Transportation infrastructure
- Education
- Quality of life
- Geographic location
- Workforce training programs
- Business friendly government

STATE

Business
climate,
taxes, quality
of life

REGION

Operational
costs, workforce,
universities

Finding a region within Utah

- Labor quality
- Availability of experienced labor
- Labor costs
- Transportation infrastructure
- Availability of entry level labor
- Higher education assets
- Cost of living
- Quality of life
- Total population
- Operational costs
- Geographic location

Finding a specific community/site

- Local tax incentives
- Local tax environment
- Utilities infrastructure and costs
- Real estate/construction costs
- Quality of life
- Zoning and other land use policies
- Permitting
- Geographic location

CITY

Specific site,
real estate

SITE SELECTION PROCESS

Finding a specific community/site

- Local tax incentives
- Local tax environment
- Utilities infrastructure and costs
- Real estate/construction costs
- Quality of life
- Zoning and other land use policies
- Permitting
- Geographic location

Collaborative Economic Development Strategy

Retail Profile →

<https://washingtontcity.org/development/economicdevelopment>



Commercial Development



SIENNA HILLS
AUTO MALL



Economic Development Tools

- **Public Infrastructure Districts (PIDs)**
- **Community Reinvestment Areas (CRAs)**
- Transportation Reinvestment Zones (TRZs)
- Housing and Transit Reinvestment Zones (HTRZs)
- Opportunity Zones (OZ)
- Go Utah Economic Development Tax Increment Financing (EDTIF)
- Go Utah Rural Economic Development Tax Increment Financing (REDTIF)

Community Redevelopment Agency

*Agency is created by City.

As authorized by Utah State Code 17C,
cities or counties may form
Community Redevelopment Agencies
to help form and oversee Community
Redevelopment Areas (CRAs).



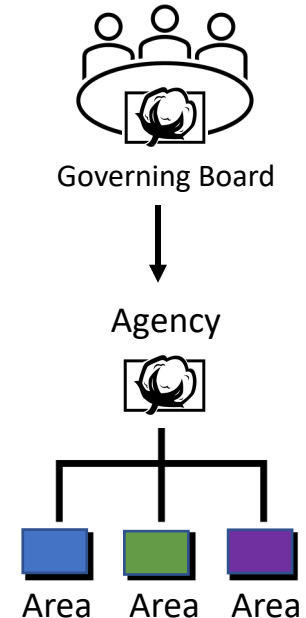
Agency

Community Redevelopment Area(s)

*Areas are designated by City.

CRA's are political subdivisions of the state, created by the legislative body of a county or municipality for the purpose of stimulating redevelopment:

-  Promote economic development
-  Address underdevelopment or unproductive development
-  Address blight



Tax Increment Financing

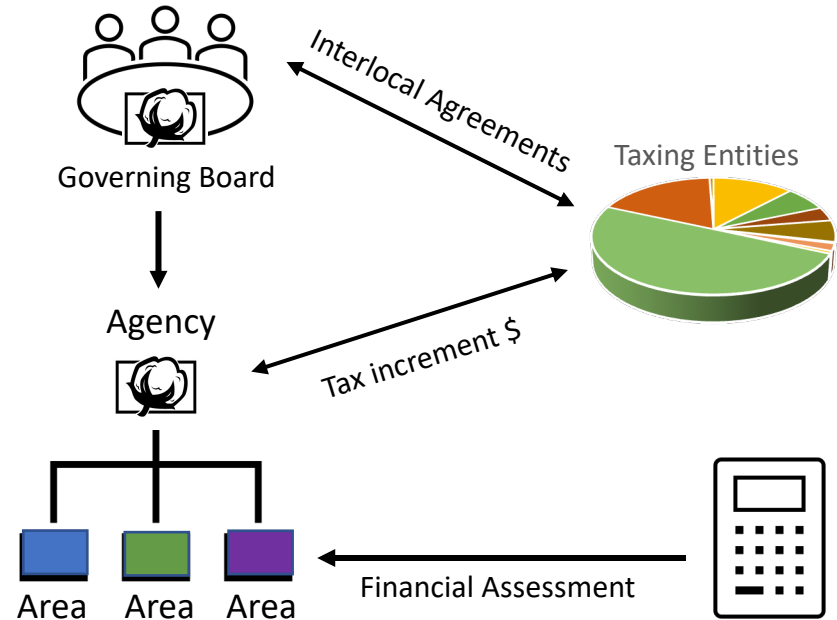
*Property Tax & Sales Tax

Tax increment financing (TIF) –the use of taxes arising from increased value as development capital –is the primary funding mechanism for projects. In a sense, it is self-funding development, rotating available revenue back into the development which created it. **City and County portion of sales tax may be utilized.**

Tax Increment Financing

*Other taxing entities can participate in CRAs

Under current statute, a **CRA** **negotiates** the amount of foregone tax increment through interlocal agreements **with each taxing entity** based on an assessment of the value before and after proposed development.



Washington City Evaluation Criteria

COMING SOON!

As part of our commitment to being a development ready community, Washington City is in the process of establishing project evaluation criteria that align with the City's economic development strategy and goals.

State EDTIF

*State incentive tool

The EDTIF tax credit is a post-performance, refundable tax credit rebate for up to 30% of new state revenues (sales, corporate, and withholding taxes paid to the state) over the life of the project (typically 5-10 years). The incentive is available to Utah companies and others seeking to relocate or expand operations to Utah.

State EDTIF Requirements

- ✓ **Supported** by local government
- ✓ Significant **capital investment**
- ✓ Create new **high-paying jobs** in the state (110% = \$41,219)
- ✓ Generate **new tax revenues**
- ✓ Competitive project
- ✓ Significant purchases from Utah vendors or suppliers
- ✓ Enter into an incentive agreement
- ❑ **No retail business operations**

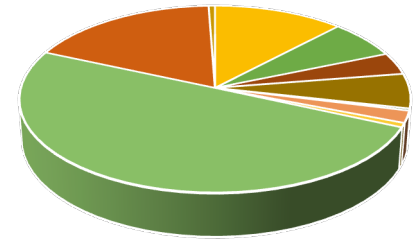
School Board Criteria for TIF

- ✓ **Supported** by City and County
- ✓ **Capital investment** from outside the state
- ✓ Create new **high-paying jobs**
- ✓ Increased assessed value while minimizing impact on services required (**increased property tax revenues**)
- ✓ No housing projects (minimize need for school services)
- ✓ Partnership opportunities – education supportive
- ❑ **No retail projects**

New Property Tax Revenues: 10-years

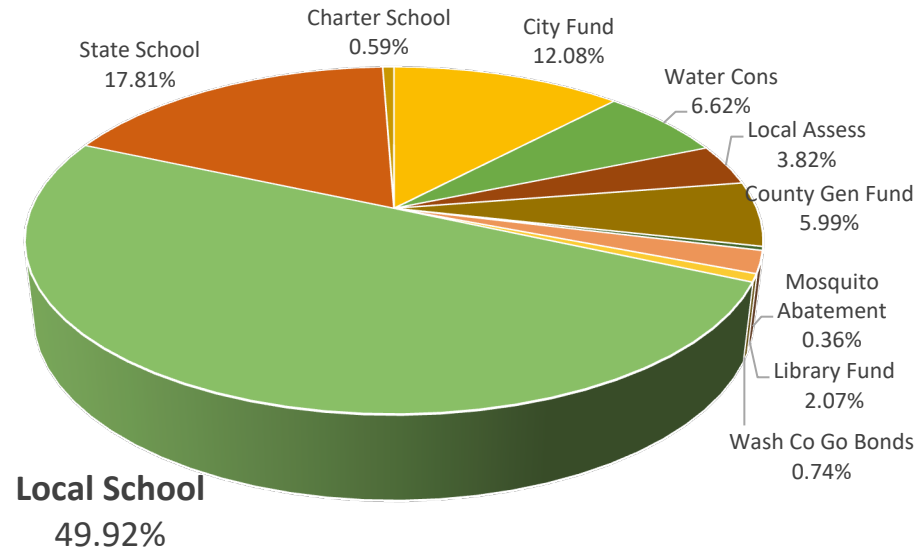
BASE YEAR REVENUES	Total	NPV
Washington County	\$0	\$0
Multi-County Assessing & Collecting	\$0	\$0
County Assessing & Collecting	\$0	\$0
Washington County School District	\$0	\$0
Washington City	\$0	\$0
Washington County Water Conservancy District	\$0	\$0
Southwest Mosquito Abatement District	\$0	\$0
TOTAL	\$0	\$0
INCREMENTAL REVENUES - 100%		
Washington County	\$496,209	\$388,761
Multi-County Assessing & Collecting	\$7,397	\$5,795
County Assessing & Collecting	\$215,126	\$168,544
Washington County School District	\$3,850,086	\$3,016,400
Washington City	\$680,515	\$533,158
Washington County Water Conservancy District	\$372,927	\$292,175
Southwest Mosquito Abatement District	\$20,341	\$15,937
TOTAL Over Life of Project (10-years)	\$5,642,601	\$4,420,770

Taxing Entities



New Property Tax Revenues: Annually

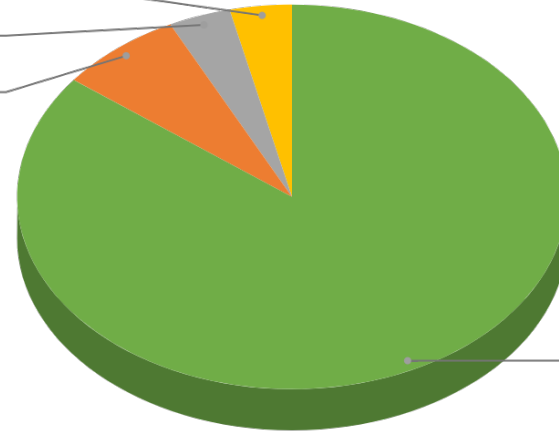
% to Agency	
Washington County	\$0
Multi-County Assessing & Collecting	\$0
County Assessing & Collecting	\$0
Washington County School District	\$0
Washington City	\$0
Washington County Water Conservancy District	\$0
Southwest Mosquito Abatement District	\$0
TOTAL	\$0
INCREMENTAL REVENUES - 100%	
Washington County	\$64,316
Multi-County Assessing & Collecting	\$959
County Assessing & Collecting	\$27,884
Washington County School District	\$499,028
Washington City	\$88,205
Washington County Water Conservancy District	\$48,337
Southwest Mosquito Abatement District	\$2,637
TOTAL	\$731,365



New Sales Tax Revenues

Sales Tax Over 10-Years

INCENTIVE
3.6%
POST
3.6%
~CITY
7.3%



STATE
85.4%

TAX	RATE	Monthly	Yearly	10-years
STATE	5.85%	\$3,683,324	\$44,199,886	\$441,998,856
~CITY	0.50%	\$314,814	\$3,777,768	\$37,777,680
POST	0.25%	\$157,407	\$1,888,884	\$18,888,840
INCENTIVE	0.25%	\$157,407	\$1,888,884	\$18,888,840

Sienna Hills Auto Mall

❑ **Supported** by Washington City?

- ✓ Capital investment: **\$80 million**
- ✓ Jobs: **750, \$76K/year average**, (204% County average)
- ✓ New tax revenues:
 - City Property Tax: **\$680K** over 10-years
 - City Sales Tax: **\$75M** over 10-years

Next Steps: Incentive Agreement

- ✓ **Draft** Incentive agreement between Community Reinvestment Agency and Sienna Hills Auto Mall:
 - Proposed sales tax incentive is a post-performance, refundable tax credit rebate for up to 50% of new City point-of-sale sales tax revenues.
 - Incentive would be conditional upon project development and 100% proportional to project performance.
 - Agency to review and consider approval for final agreement.



Thank you!



Washington City Redevelopment Agency
Sienna Hills I Community
Reinvestment Area
FINAL Project Area Plan
Adopted November 23, 2021

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WASHINGTON CITY SIENNA HILLS I CRA PROJECT AREA PLAN

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

In accordance with the terms of this Plan, the Agency will promote and provide for automall development that is compatible with and complements the neighboring uses around Exit 13. The Project Area includes approximately 42.73 acres.

It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanisms, and its value to the residents, businesses, and property owners of Washington City. This document is prepared in good faith as a current reasonable estimate of the economic impact of this Project. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this report represents the reasonable expectations of the Project. This Plan shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act.

The Project is undertaken as a community reinvestment project pursuant to the provisions of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act (the “Act”).

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

- a) Pursuant to the provisions of §17C-5-103 et seq. of the Act, the governing body of the Washington City Redevelopment Agency authorized the preparation of a draft community reinvestment project area plan; and
- b) Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- c) Pursuant to the provisions of §17C-5-104(3)(e) of the Act, the Agency held the required public hearing and received public comment on the Project Area Plan and whether the Plan should be revised, approved or rejected; and
- d) Pursuant to the provisions of §17C-5-104(3)(b) and (d) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency’s offices during normal business hours, provided notice of the Plan hearing and held the public hearing on the draft Plan on November 23, 2021.

2. DEFINITIONS

As used in this Community Reinvestment Project Area Plan:

1. The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Reinvestment Agency Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.
2. The term "**Agency**" shall mean the Washington City Redevelopment Agency, a separate body corporate and politic.
3. The term "**base taxable value**" shall mean the current, pre-development taxable value of the property within the Project Area from which tax increment will be collected.
4. The term "**City**" shall mean Washington City, Utah.
5. The term "**County**" shall mean Washington County, Utah.
6. The term "**community**" shall mean the community of Washington City, Utah.
7. The term "**community reinvestment**" shall mean development activities within the community, including the encouragement, promotion, or provision of development, and includes project area development as defined in the Act.
8. The term "**developer**" shall mean entities investing in the development in the area.
9. The term "**Plan Hearing**" means the public hearing on the draft Project Area Plan required under Subsection 17C-5-104 of the Act.
10. The term "**Project Area**" or "**Sienna Hills I CRA**" shall mean the geographic area described in this Project Area Plan or Draft Project Area Plan where the community reinvestment set forth in this Project Area Plan or Draft Project Area Plan takes place or is proposed to take place.
11. The term "**Project Area Budget**" shall mean a project area budget for the Project Area as contemplated by Section 17C-5-103 of the Act.
12. The term "**Project Area Map**" is the area depicted in Appendix A.
13. The term "**Project Area Plan**" or "**Plan**" shall mean this project area plan adopted pursuant to the Act to guide and control community reinvestment activity within the Project Area.
14. The term "**Sienna Hills I CRA Project Area Plan**" or "**Plan**" shall mean this project area plan and project area map adopted pursuant to the Act to guide and control community reinvestment activities within a project area.
15. The terms "**tax**," "**taxes**," "**property tax**" or "**property taxes**" include privilege tax and each levy on an ad valorem basis on tangible or intangible personal or real property.

16. The term "**taxing entity**" shall mean a public entity that levies a tax on property within the Project Area.
18. The term "**tax Increment**" shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the area designated in the Project Area Plan from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be or were generated from that same area using the Base Taxable Value of the property.
19. All other terms shall have the same meaning set forth in the Act unless the context clearly indicates otherwise.

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

The Project Area consists of approximately 42.73 acres located along Interstate 15 (I-15) between Washington Parkway, Bluff View Drive, Arch Dr, Twin Rocks Cove, and Commerce Boulevard. The Project Area includes the property lying within the boundary as depicted on the Project Area map which is included in Appendix A. The Project Area excludes the Black Bear Diner and Maverik near Exit 13 from I-15. The legal description of the land in the Project Area is included in Appendix B.

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

A. LAND USES IN THE PROJECT AREA

The Project Area includes six parcels, all of which are owned by the State of Utah. The land in the Project Area is classified as exempt. The land in the Project Area is currently vacant and undeveloped.

TABLE 1: LAND USE IN PROJECT AREA

Land Use	Acres	Percent of All Acres
Exempt	42.73	100%

Land uses will be affected as vacant land is developed in accordance with this Plan and as market conditions dictate. Current existing land uses surrounding the Project Area include residential to the south and southwest, commercial to the east, and some rural residential vacant land to the north and northwest.

B. LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

There are no existing streets in the project area.

C. POPULATION DENSITIES IN THE PROJECT AREA

There are no residential dwellings in the project area. The proposed development does not contemplate any residential development.

D. BUILDING INTENSITIES IN THE PROJECT AREA

The Project Area currently has no existing development. The anticipated development within the project area includes the construction of a large auto mall with associated administrative buildings, access roads, car lots, parking areas, and related facilities. The development anticipates about 250,000 building square feet which results in a floor area ratio of approximately 0.13.

5. STANDARDS THAT WILL GUIDE THE PROJECT AREA DEVELOPMENT [17C-5-105(1)(c)]

A. GENERAL DESIGN OBJECTIVES

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

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, and any other data required by the County or City's land use code, the applicable zoning designations, development agreements, or as requested by the Agency. Nothing in this Plan shall be interpreted to usurp the City's land use authority within the Project Area.

B. SPECIFIC DESIGN OBJECTIVES AND CONTROLS

In addition to the general design objectives and standards described above, it is contemplated that the following guidelines will be approved.

1. BUILDING DESIGN OBJECTIVES

All new buildings shall be of design and materials that will be in harmony with adjoining areas and other new development and in accordance with any applicable design guidelines.

2. OPEN SPACE PEDESTRIAN WALKS AND INTERIOR DRIVE DESIGN OBJECTIVES

All open spaces, pedestrian walks and interior drives shall be designed as an integral part of an overall site design, properly related to other buildings.

Materials and design of paving, retaining walls, fences, curbs, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose and consistent with design guidelines.

3. PARKING DESIGN OBJECTIVES

Parking areas shall be designed with regard to orderly arrangement, topography, ease of access, and as an integral part of overall site design. It is desirable that parking areas be relatively level.

C. TECHNIQUES TO ACHIEVE THE PROJECT AREA DEVELOPMENT PLAN OBJECTIVES

The auto mall is anticipated to be the sole development project in the Project Area.

D. PROPERTY ACQUISITION, DISPOSITION AND DEVELOPMENT

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

1. ACQUISITION OF REAL PROPERTY

It is anticipated that the auto mall will be the sole development in the Project Area and is in process of acquiring the property. If, however, circumstances change, the Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation). The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation) unless from an Agency board member or officer with their consent [§17C-1-206 (1) and (2)(b)].

2. COOPERATION WITH THE COMMUNITY AND PUBLIC ENTITIES

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

3. PROPERTY MANAGEMENT

Property management will be by the developer. If, however, any property becomes owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for project area development.

4. PROPERTY DISPOSITION AND DEVELOPMENT

The Agency is also authorized, by lawful means, to provide for and promote the project area development of the Project Area. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the Project Area, not prohibited by law which are necessary or desirable to carry out this Plan, as well as publicly owned improvements and infrastructure outside the Project Area that are of benefit to the Project Area.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding.

To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities.

E. APPROVALS

The City shall approve the design of all development within the Project Area to ensure that development therein is consistent with all applicable standards.

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

It is the intent of the Agency, with the assistance and participation of private owners, to facilitate new economic development and job creation within the Project Area. The anticipated development within the Project Area will strengthen the tax base of the community, will accomplish development objectives, and will create well-paying jobs.

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

The Washington City General Plan was adopted in January 2017. The General Plan states that “pursuing and maintaining a healthy economy is a top priority for Washington City. City officials realize that quality economic growth is linked to the creation of quality jobs, a benefit to present and future generations.”

The General Plan states that one of its key goals is to “broaden the employment base of the City.” And, in the Economic Development chapter, the General Plan lists the following as its first goal: “Attract new, quality employers to Washington City, and retain and grow existing businesses.”

City leaders seek projects that support key considerations of the City’s vision. Washington City has adopted the following framework in relation to economic development:

1. Establish a well-balanced and sustainable economic base through a three-fold approach that expands and strengthens the City’s: sales tax base, property tax base, and buying power through well-paying jobs.
2. Support the expansion and attraction of industries that diversify the local economy, bring a significant capital investment, and provide jobs that offer wages that are higher than the County average.
3. Preserve, enhance and strengthen the identity of the Main Street corridor – the heart of the downtown Washington City community.
4. Create friendly neighborhoods and centers that focus homes, jobs, shopping, and recreation into places where residents and others can gather and interact regularly.
5. Encourage well organized and efficiently planned community development zones that provide regional benefits.

The anticipated development within the Project Area supports these stated goals.

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

Not applicable.

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

The Project Area will include an upscale auto mall development with high-end and high-tech auto dealers.

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

The property is composed of six parcels, all of which are currently owned by the State of Utah. The Agency has engaged in preliminary discussions with a developer proposing an upscale automall development within the Project Area. The Agency will evaluate potential participants based on, among other things, reputation, expertise, financial resources, and the type of projects proposed for the Project Area. Any assistance offered by the Agency to a private entity will be pursuant to a written participation agreement.

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

The area was selected by the Agency due to its proximity to Exit 13, high traffic counts along I-15 and access and visibility from this major thoroughfare.

Specific boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency, City staff, economic development consultants, and other technical and legal consultants.

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

A. PHYSICAL CONDITIONS

The Project Area consists of approximately 42.73 acres located along I-15 between Commerce Boulevard, Washington Parkway, and Bluff View Dr., and includes the properties lying within the boundaries as depicted on the Project Area map which is included in Appendix A. The entirety of the Project Area is vacant with planned commercial use.

TABLE 2: LAND USE IN PROJECT AREA

Land Use	Acres	Percent of All Acres
Exempt Vacant Land	42.73	100%

B. SOCIAL CONDITIONS

Currently the Project Area has no residential units and no population.

C. ECONOMIC CONDITIONS

There are six parcels in the Project Area, totaling approximately 42.73 acres and no buildings. All of the parcels are tax exempt, and the base year value is therefore \$0.

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

At this time, the Agency does not intend to use property tax increment generated within the Project Area to pay any part of the costs associated with development of the Project Area. Rather, the Agency intends to offer a portion of sales tax increment generated by the project that flows to the city. Detailed tax increment information is provided in the Project Area Budget.

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

Section 1 – The Benefit of Any Financial Assistance or Other Public Subsidy Proposed to be Provided by the Agency:

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

It is estimated that approximately \$17.9 million will be available to the Agency over a 10-year time period, assuming that 50 percent of City local point-of-sale tax revenues are allocated to the Agency for a 10-year period. In comparison, the Project Area Budget projects nearly \$80 million of private investment – a ratio of 4.5:1 of private to public investment. This appears reasonable.

B. EFFORTS TO MAXIMIZE PRIVATE INVESTMENT

The Agency will make great efforts to maximize private investment in the area. It is anticipated that this project will entail private investment of approximately \$80 million. The Agency also anticipates that this project will create 750 new jobs paying an estimated \$76,440 median wage. This represents twice the median wage of Washington County (\$37,476).¹ The wages paid for these jobs will then be re-spent, by the private sector, in the local and regional economies that will bring benefits to private businesses in the area.

This project will significantly increase taxable value from the current taxable value of \$0 to an anticipated taxable value of nearly \$26.3 million in its first year of operation, and later to nearly \$80 million. The Project Area is currently generating \$0 annually in property tax revenues; it is projected to generate over \$240,000 in property tax revenues in its first year of operations alone.

¹ <https://jobs.utah.gov/wi/pubs/em/currentreport/table18wash.pdf>

C. RATIONALE FOR USE OF PROJECT AREA FUNDS

Tax increment funds are necessary in order for this site to be competitive with other sites under consideration by the auto mall, including out-of-state locations, for location of this regional center.

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

A portion of the sales tax revenues generated in the Project Area will be disbursed to the Agency for a period of up to 10 years. Fifty percent of the local option point-of-sale revenues to Washington City will be allocated to the Agency and are anticipated to reach approximately \$17.9 million but could be higher or lower depending on sales within the Project Area.

Section 2 – The Anticipated Public Benefit Derived from the Proposed Project Area Development

A. BENEFICIAL INFLUENCES ON THE COMMUNITY'S TAX BASE

The property tax base of the taxing entities should increase by nearly \$26.3 million in year 1 of operations, with the taxable value increasing to an estimated \$79.9 million by year 7. This increased tax base will result in incremental tax revenues as follows:

TABLE 3: COMPARISON OF EXISTING ANNUAL REVENUES AND INCREMENTAL ANNUAL REVENUES AFTER 10 YEARS

Taxing Entities	Current Property Tax Revenues	Annual Property Tax Revenues after 10 Years
Washington County	\$0	\$64,316
Multi-County Assessing & Collecting	\$0	\$959
County Assessing & Collecting	\$0	\$27,884
Washington County School District	\$0	\$499,028
Washington City	\$0	\$88,205
Washington County Water Conservancy District	\$0	\$48,337
Southwest Mosquito Abatement District	\$0	\$2,637
TOTAL	\$0	\$731,365

In addition to property tax revenues and ongoing sales tax revenues, the project will generate other revenues including one-time sales tax revenues for construction supplies, municipal energy tax revenues, Class B/C Road Funds, business license fees, charges for services, and one-time fees such as building permits and impact fees. It will also provide significant construction wages.

B. ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY STIMULATED BY THE DEVELOPMENT

Other business and economic activity likely to be stimulated includes business employee and construction expenditures. Business expenditures for supplies and services, along with employee purchases in the community, will create indirect and induced economic impacts that will have a ripple effect. It is also anticipated that this development will stimulate further retail development in the area by drawing both local and out of state customers.

1. BUSINESS AND EMPLOYEE EXPENDITURES

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

A summary of benefits is as follows:

- Create 750 well-paying jobs in the local community at 204% of the current median wages.
- Provide an increase in direct purchases in the City and County.
- Provide economic diversification within the City and County.
- Complement existing businesses and industries located within the City and County.
- Generate indirect and induced (“multiplier”) impacts from business and employee expenses in the local area. The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.) The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

2. CONSTRUCTION EXPENDITURES

Economic activity associated with the development will include construction activity. To the extent that supplies are available locally, this could provide a significant economic impact on the local economy.

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

Adoption of the Plan is necessary and appropriate to undertake the Project Area Plan because: 1) The Plan conforms with and furthers the City’s General Plan; 2) private investment will increase the tax base by nearly \$80 million which will provide increased tax revenues to all taxing entities; 3) the auto mall will provide a significant number of new jobs in the community; and 4) the Project Area Plan provides for improvement of the health and well-being of the community through increased well-paying job opportunities.

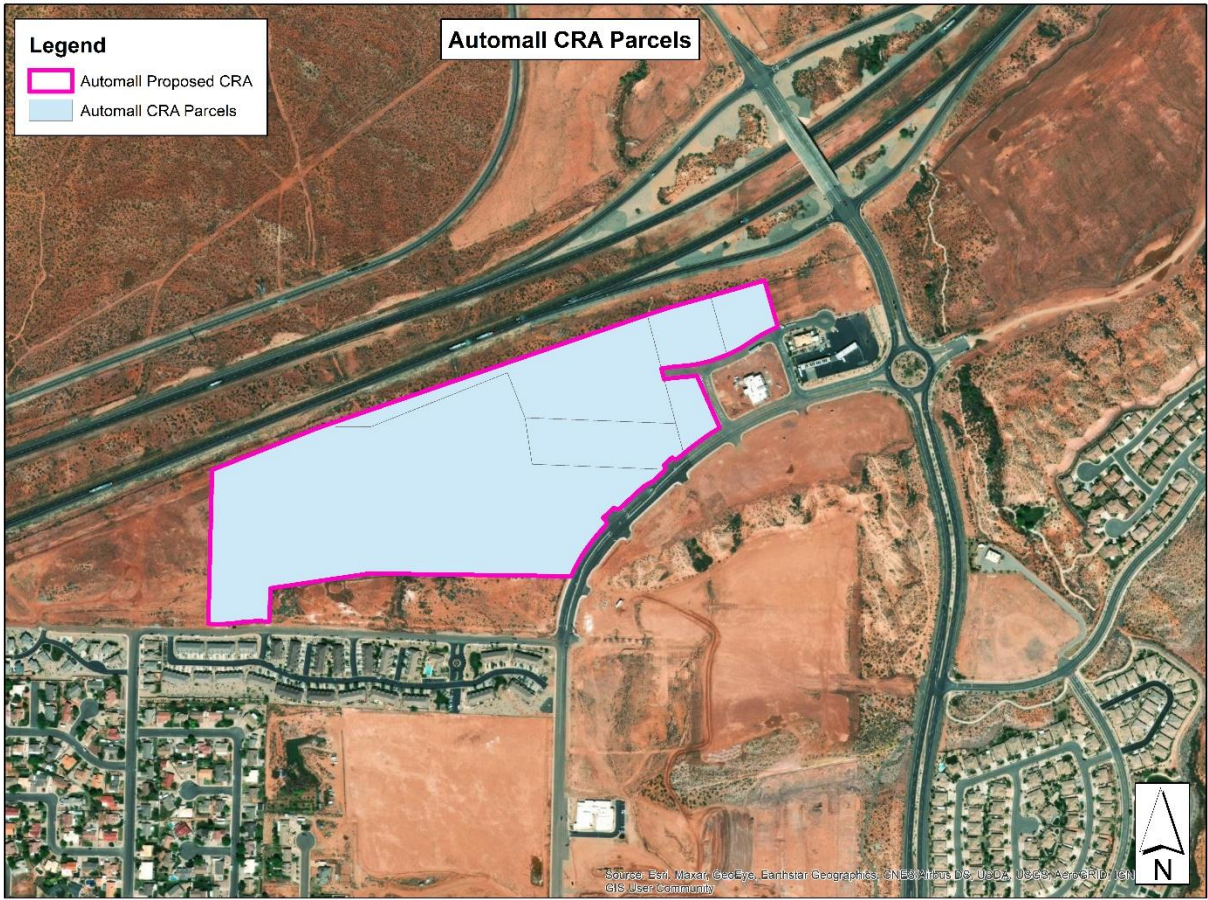
15. IF APPLICABLE, STATE THAT THE AGENCY SHALL COMPLY WITH SECTION 9-8-404 [17C-5-105(13)]

Not applicable.

16. STATE WHETHER THE PLAN IS SUBJECT TO A TAXING ENTITY COMMITTEE OR AN INTERLOCAL AGREEMENT [17C-5-105(15)]

This Project Area will be subject to one or more interlocal agreements.

APPENDIX A: PROJECT AREA MAP



APPENDIX B: LEGAL DESCRIPTION AND PARCEL LIST

PART OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT, SAID POINT BEING N88°43'26"W 2918.89 FEET AND N01°16'34"E 406.39 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 12; THENCE N01°05'40"E 687.29 FEET; THENCE N68°06'46"E 54.93 FEET; THENCE N68°08'35"E 239.46 FEET; THENCE N68°07'53"E 225.38 FEET; THENCE N68°07'53"E 205.10 FEET; THENCE S77°01'22"E 143.60 FEET; THENCE N68°08'35"E 544.96 FEET; THENCE N68°09'46"E 132.73 FEET; THENCE N68°08'24"E 33.13 FEET; THENCE N68°12'09"E 305.40 FEET; THENCE N64°16'11"E 203.27 FEET; THENCE N71°55'19"E 102.86 FEET; THENCE N73°48'46"E 191.83 FEET TO THE NORTHWEST CORNER OF PARCEL D OF SIENNA HILLS SHOPPING CENTER PHASE 1 AMENDED AND EXTENDED OF THE SIENNA HILLS DEVELOPMENT; THENCE S16°11'14"E ALONG THE WESTERLY LINE OF SAID PARCEL D, 273.40 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL D; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 625.00 FEET, AN ARC LENGTH OF 154.31 FEET, A DELTA ANGLE OF 14°08'45", A CHORD BEARING OF S73°17'36"W, AND A CHORD LENGTH OF 153.92 FEET; THENCE S09°38'01"E 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 37.48 FEET, A DELTA ANGLE OF 85°54'13", A CHORD BEARING OF S56°40'54"E, AND A CHORD LENGTH OF 34.07 FEET; THENCE S13°43'48"E 8.40 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 575.00 FEET, AN ARC LENGTH OF 173.45 FEET, A DELTA ANGLE OF 17°17'01", A CHORD BEARING OF S22°22'18"E, AND A CHORD LENGTH OF 172.79 FEET; THENCE S30°52'57"E 18.37 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.92 FEET, A DELTA ANGLE OF 91°29'31", A CHORD BEARING OF S11°24'35"W, AND A CHORD LENGTH OF 35.81 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 1540.00 FEET, AN ARC LENGTH OF 187.07 FEET, A DELTA ANGLE OF 06°57'36", A CHORD BEARING OF S53°40'32"W, AND A CHORD LENGTH OF 186.96 FEET; THENCE S49°14'26"W 30.77 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.16 FEET, AN ARC LENGTH OF 30.78 FEET, A DELTA ANGLE OF 87°28'28", A CHORD BEARING OF N86°46'55"W, AND A CHORD LENGTH OF 27.87 FEET; THENCE S47°39'04"W 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.18 FEET, A DELTA ANGLE OF 89°19'27", A CHORD BEARING OF S02°03'50"W, AND A CHORD LENGTH OF 28.12 FEET; THENCE S46°43'33"W 63.06 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 5.21 FEET, A DELTA ANGLE OF 14°55'32", A CHORD BEARING OF S54°11'40"W, AND A CHORD LENGTH OF 5.20 FEET; THENCE S61°39'26"W 42.88 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 5.21 FEET, A DELTA ANGLE OF 14°55'32", A CHORD BEARING OF S54°11'19"W, AND A CHORD LENGTH OF 5.20 FEET; THENCE S46°43'33"W 137.77 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 31.42 FEET, A

DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N88°16'27"W, AND A CHORD LENGTH OF 28.28 FEET; THENCE S46°43'33"W 66.00 FEET; THENCE S43°16'27"E 13.22 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 20.00 FEET, AN ARC LENGTH OF 30.50 FEET, A DELTA ANGLE OF 87°22'34", A CHORD BEARING OF S00°24'50"W, AND A CHORD LENGTH OF 27.63 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 770.00 FEET, AN ARC LENGTH OF 272.85 FEET, A DELTA ANGLE OF 20°18'11", A CHORD BEARING OF S33°57'01"W, AND A CHORD LENGTH OF 271.43 FEET; THENCE N89°41'47"W 901.72 FEET; THENCE S81°07'23"W 448.01 FEET; THENCE S01°05'39"W 145.29 FEET; THENCE N87°36'22"W 33.53 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 535.00 FEET, AN ARC LENGTH OF 112.55 FEET, A DELTA ANGLE OF 12°03'12", A CHORD BEARING OF S86°22'02"W, AND A CHORD LENGTH OF 112.34 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 465.00 FEET, AN ARC LENGTH OF 75.06 FEET, A DELTA ANGLE OF 09°14'55", A CHORD BEARING OF S84°57'54"W, AND A CHORD LENGTH OF 74.98 FEET; THENCE N88°54'20"W 51.37 FEET TO THE POINT OF BEGINNING.
CONTAINING 40.085 ACRES MORE OR LESS.

**WASHINGTON CITY REDEVELOPMENT AGENCY
RESOLUTION NO. 2021-**

**A RESOLUTION APPROVING AND ADOPTING THE COMMUNITY
REINVESTMENT PROJECT AREA PLAN FOR SIENNA HILLS I COMMUNITY
REINVESTMENT PROJECT AREA.**

WHEREAS, pursuant to the provisions of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the "Act"), specifically Utah Code Annotated ("UCA") § 17C-5, the Washington City Redevelopment Agency (the "Agency") adopted a resolution designating a survey area, which was to become the Sienna Hills I Community Reinvestment Project Area ("Project Area"), and calling for the preparation of a project area plan and budget; and

WHEREAS, the draft Project Area Plan (the "Draft Plan"), having been prepared for the Project Area pursuant to UCA § 17C-5-105, the Agency held, on November 23, 2021 a duly noticed public hearing pursuant to UCA § 17C-5-104 to allow public comment on the Draft Plan and whether it should be revised, approved, or rejected; and to receive all written and hear all oral objections to the Draft Plan; and

WHEREAS, having received and heard all commentary on and objections, orally and in writing, to the Draft Plan submitted for its consideration, the Agency has passed upon such objections as it has received and has made such modifications, amendments, and/or emendations to the Draft Plan as it deems appropriate, if any; and

WHEREAS, the Agency has made relevant findings concerning the amount of opposition, if any, to the Draft Plan by owners of real property within the Project Area.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE WASHINGTON CITY REDEVELOPMENT AGENCY AS FOLLOWS:

1. Legal Description.

The boundaries of the Project Area are described in the Project Area Plan, attached hereto as Exhibit A.

2. The Agency's Purposes and Intent with Respect to the Project Area.

The purposes and intent of the Agency with respect to the Project Area are as follows:

- 2.1. To satisfy the purposes of the Act, as defined therein, by promoting, creating, and/or retaining jobs through the planning, design, development, construction, rehabilitation, or business relocation within the Project Area, as well as the provision of office, industrial, manufacturing, warehousing, distribution, parking,

public, or other facilities, or other improvements that benefit the state or a community;

- 2.2. to increase the City's tax base as well as its commercial front so as to improve both opportunity and quality of life for all of its citizens;
- 2.3. to promote, encourage, and bring to fruition, the development within the Project Area of a commercial development comprised of up-scale, reputable commercial concerns;
- 2.4. to stimulate the economy within the Project Area and in the surrounding area;
- 2.5. to provide for the installation of needed infrastructure, if and as necessary, for development within the Project Area;
- 2.6. to take any or all additional steps which may be appropriate or necessary to promote or further the aim of improving the Project Area (and, indirectly, of surrounding areas).

3. Designation, Adoption, and Incorporation of the Plan.

The Draft Plan for the Project Area (attached as Exhibit A) is hereby designated the *Official Plan for the Sienna Hills I Community Reinvestment Project Area* (the "Official Plan"), and is incorporated herein by this reference.

The Agency hereby officially approves and adopts the Official Plan for the Sienna Hills I Community Reinvestment Project Area.

4. Required Findings.

- 4.1. A need exists to effectuate a public purpose; to wit, the exercise of the statutorily enacted community reinvestment mechanism for the benefit of the citizens of Washington City.
- 4.2. Benefit to the public shall accrue from the execution of the Official Plan, as each project undertaken thereunder shall be subject to the analysis described in Utah Code § 17C-5-105(2).
- 4.3. The adoption and carrying out of the Official Plan are economically sound and feasible.
- 4.4. The Official Plan conforms to the City's General Plan.
- 4.5. Carrying out the Official Plan will promote the public peace, health, safety, and welfare of Washington City and its residents.

5. Submission of the Official Plan to the Washington City Council for Adoption by Ordinance.

- 5.1. Pursuant to Utah Code §§ 17C-5-104 & -109, the Agency Board hereby submits the Official Plan to the Washington City Council for review and adoption.

6. Recording and Transmittal.

6.1. Pursuant to Utah Code § 17C-5-111, Agency Staff are hereby directed and authorized to take the following actions within 30 days after adoption of the Official Plan by the City Council:

a. to record with the Washington County Recorder a document containing a description of the land within the Project Area, a statement that the Official Plan for the Project Area has been adopted; and the date of its adoption by the City Council; and

b. to transmit a copy of the description of the land within the Project Area, a copy of the City ordinance adopting the Official Plan, and a map indicating the boundaries of the Project Area to each of the following: (i) the auditor and assessor of the county in which the Project Area is located; (ii) the officer or officers performing the function of auditor or assessor for each taxing entity, if any, that does not use the county assessment roll or collect its taxes through the county; (iii) the legislative body or governing board of each taxing entity; (iv) the State Tax Commission; and (v) the State Board of Education.

7. Execution of the Plan.

7.1. Following adoption of the Official Plan by the Washington City Council, the Agency shall proceed to carry out the Plan.

8. Directions to Agency Staff.

8.1. The Agency staff are hereby directed and authorized to take all such actions as necessary to effectuate the purposes and aims of this resolution.

9. Effective Date

9.1. This Resolution shall take effect upon its adoption.

APPROVED AND ADOPTED on the 23rd day of November, 2021.

WASHINGTON CITY
REDEVELOPMENT AGENCY

Kenneth Neilson, Chair

ATTEST:

Tara Pentz, Secretary

EXHIBIT A

Sienna Hills I Community Reinvestment Project Area Plan



**Washington City Redevelopment Agency
Sienna Hills I Community
Reinvestment Area
FINAL Project Area Budget
Adopted November 23, 2021**

WASHINGTON CITY SIENNA HILLS I CRA PROJECT AREA BUDGET

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

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

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

The base taxable value is the year 2020 value of \$0.

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

The projected amount of property tax increment to be generated within the Project Area over 10 years is \$5.6 million. However, the Agency does not plan on receiving any property tax increment at this time. The projected amount of sales tax increment generated over 10 years is \$44.7 million.

TABLE 1: INCREMENTAL PROPERTY TAX REVENUES FOR 10 YEARS

Taxing Entities	Total	NPV*
Washington County	\$496,209	\$388,761
Multi-County Assessing & Collecting	\$7,397	\$5,795
County Assessing & Collecting	\$215,126	\$168,544
Washington County School District	\$3,850,086	\$3,016,400
Washington City	\$680,515	\$533,158
Washington County Water Conservancy District	\$372,927	\$292,175
Southwest Mosquito Abatement District	\$20,341	\$15,937
TOTAL	\$5,642,601	\$4,420,770
*NPV = net present value discounted at 4 percent.		

TABLE 2: INCREMENTAL SALES TAX REVENUES FOR 10 YEARS

Taxing Entities	Total	NPV*
Washington City	\$35,808,679	\$27,888,500
Washington County	\$8,952,170	\$6,972,125
TOTAL	\$44,760,849	\$34,860,626
*NPV = net present value discounted at 4 percent.		

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

The collection period is 10 years and only applies to sales tax increment generated by Washington City. No property tax increment is intended to be collected by the Agency. All revenues to the Agency will be governed by interlocal agreements with the corresponding taxing entities.

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

No tax increment collected by the Agency is expected to be paid to other public entities.

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

The Agency plans to collect sales tax increment from the entire Project Area. It does not plan on collecting any property tax increment.

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

The Agency is authorized to receive the following percentages of increment for a period of 10 years.

TABLE 3: PERCENTAGE CONTRIBUTION BY TAXING ENTITIES TO AGENCY

Incremental Taxes to Agency	Property - % to Agency	Sales - % to Agency
Washington County	0%	0%
Multi-County Assessing & Collecting	0%	NA
County Assessing & Collecting	0%	NA
Washington County School District	0%	NA
Washington City	0%	50%
Washington County Water Conservancy District	0%	NA
Southwest Mosquito Abatement District	0%	NA

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

The Agency does not anticipate receiving any property tax increment from the Project Area; therefore, the maximum dollar amount the Agency is authorized to receive is \$0 from property tax increment. The maximum sales tax increment is discussed below.

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

The Agency anticipates receiving one quarter of the 0.5 percent tax levied by the City based on taxable sales occurring within the boundaries of the City for a period of up to ten years. These revenues will be shared with the Agency pursuant to an interlocal agreement between the City and the Agency; this agreement may contain additional terms, such a maximum amount of sale tax revenues that the Agency is allowed to receive.

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

The Agency anticipates approximately \$15.6 million will be available to the Agency to encourage economic development within the Project Area. The actual amounts received by the Agency depend on the terms of an interlocal agreement with the City and the occurrence of future taxable sales transactions within the Project Area.

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

The Agency has no other project areas. Therefore, the Agency's combined incremental value is \$0.

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

The Agency is requesting that three percent of funds received by the Agency be allocated for administrative purposes. The projected total amount of administrative cost over the 10-year timeframe is \$75,283.

6. FOR PROPERTY THAT THE AGENCY OWNS AND EXPECTS TO SELL, THE EXPECTED TOTAL COST OF THE PROPERTY TO THE AGENCY AND THE EXPECTED SALE PRICE [17C-5-303(6)]

The Agency does not own any property within the Project Area. The Agency does not anticipate acquiring property within the Project Area in the future.

**WASHINGTON CITY REDEVELOPMENT AGENCY
RESOLUTION NO. 2021-**

**A RESOLUTION APPROVING AND ADOPTING THE COMMUNITY
REINVESTMENT PROJECT AREA BUDGET FOR THE SIENNA HILLS I
COMMUNITY REINVESTMENT PROJECT AREA.**

WHEREAS, pursuant to the provisions of the Utah Limited Purpose Local Government Entities - Community Reinvestment Agency Act (the “Act”), specifically Utah Code Annotated (“UCA”) § 17C-5, the Washington City Redevelopment Agency (the “Agency”) adopted a resolution designating a survey area, which was to become the Sienna Hills I Community Reinvestment Project Area (“Project Area”), and calling for the preparation of a project area plan and budget; and

WHEREAS, pursuant to the provisions of the Utah Community Reinvestment Agency Act (the “Act”), specifically Utah Code Annotated (“UCA”) § 17C-5, on November 23, 2021 the Agency approved the Community Reinvestment Project Area Plan for the Project Area after holding a duly-noticed public hearing; and

WHEREAS, the Agency has prepared a Project Area Budget (the “Budget”) for the Project Area as required by the Act; and

WHEREAS, the Budget having been prepared for the Project Area pursuant to the Act, the Agency made the Budget publicly available and provided notice of the budget hearing as required by the Act; and

WHEREAS, the Agency held, on November 23, 2021 a duly-noticed public hearing pursuant to UCA § 17C-5-302 to allow public comment on the Budget and whether it should be revised, approved, or rejected, and to receive all written and hear all oral objections to the Budget; and

WHEREAS, having received and heard all commentary on and objections to the Budget submitted for its consideration, the Agency has passed upon such objections as it has received and has made such modifications, amendments, and/or emendations to the Budget as it deems appropriate, if any; and

WHEREAS, pursuant to UCA § 17C-5-304, the Budget remains subject to approval by the entities that levy taxes within the Project Area that enter into interlocal agreements

with the Agency for the Project Area before the Agency may collect project area funds from the Project Area; and

WHEREAS the Agency now desires to formally adopt the Budget as the official budget for the Project Area.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE WASHINGTON CITY REDEVELOPMENT AGENCY AS FOLLOWS:

1. The Agency has received all comments and objections to the draft Budget.
2. The Budget attached hereto as Exhibit A is hereby adopted as the official budget for the Sienna Hills I Community Reinvestment Project Area.
3. Agency staff are hereby authorized to take all actions necessary, including those actions required by UCA § 17C-5-305, to carry out the purposes of this resolution.
4. This resolution shall be effective upon adoption.

APPROVED AND ADOPTED on the 23rd day of November, 2021.

WASHINGTON CITY
REDEVELOPMENT AGENCY

Kenneth Neilson, Chair

ATTEST:

Tara Pentz, Secretary

EXHIBIT A

Sienna Hills I Community Reinvestment Project Area Budget

	Total	NPV	1	2	3	4	5	6	7	8	9	10
Years	10	16, 17, 18, 19, 20, 25, 30										
Base Yr Value												
Total Value			\$26,265,000	\$35,282,650	\$44,570,830	\$54,137,654	\$63,991,484	\$72,577,914	\$79,895,664	\$79,895,664	\$79,895,664	\$79,895,664
Incremental Value			\$26,265,000	\$35,282,650	\$44,570,830	\$54,137,654	\$63,991,484	\$72,577,914	\$79,895,664	\$79,895,664	\$79,895,664	\$79,895,664
BASE YEAR REVENUES												
Washington County	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Multi-County Assessing & Collecting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
County Assessing & Collecting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Washington County School District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Washington City	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Washington County Water Conservancy District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Southwest Mosquito Abatement District	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INCREMENTAL REVENUES - 100%												
Washington County	\$496,209	\$388,761	\$21,143	\$28,403	\$35,880	\$43,581	\$51,513	\$58,425	\$64,316	\$64,316	\$64,316	\$64,316
Multi-County Assessing & Collecting	\$7,397	\$5,795	\$315	\$423	\$535	\$650	\$768	\$871	\$959	\$959	\$959	\$959
County Assessing & Collecting	\$215,126	\$168,544	\$9,166	\$12,314	\$15,555	\$18,894	\$22,333	\$25,330	\$27,884	\$27,884	\$27,884	\$27,884
Washington County School District	\$3,850,086	\$3,016,400	\$164,051	\$220,375	\$278,389	\$338,144	\$399,691	\$453,322	\$499,028	\$499,028	\$499,028	\$499,028
Washington City	\$680,515	\$533,158	\$28,997	\$38,952	\$49,206	\$59,768	\$70,647	\$80,126	\$88,205	\$88,205	\$88,205	\$88,205
Washington County Water Conservancy District	\$372,927	\$292,175	\$15,890	\$21,346	\$26,965	\$32,753	\$38,715	\$43,910	\$48,337	\$48,337	\$48,337	\$48,337
Southwest Mosquito Abatement District	\$20,341	\$15,937	\$867	\$1,164	\$1,471	\$1,787	\$2,112	\$2,395	\$2,637	\$2,637	\$2,637	\$2,637
TOTAL	\$5,642,601	\$4,420,770	\$240,430	\$322,977	\$408,001	\$495,576	\$585,778	\$664,378	\$731,365	\$731,365	\$731,365	\$731,365
% to AGENCY												
Washington County			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Multi-County Assessing & Collecting			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
County Assessing & Collecting			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Washington County School District			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Washington City			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Washington County Water Conservancy District			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Southwest Mosquito Abatement District			0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
INCREMENTAL REVENUES TO TAXING ENTITIES												
Washington County	\$496,209	\$388,761	\$21,143	\$28,403	\$35,880	\$43,581	\$51,513	\$58,425	\$64,316	\$64,316	\$64,316	\$64,316
Multi-County Assessing & Collecting	\$7,397	\$5,795	\$315	\$423	\$535	\$650	\$768	\$871	\$959	\$959	\$959	\$959
County Assessing & Collecting	\$215,126	\$168,544	\$9,166	\$12,314	\$15,555	\$18,894	\$22,333	\$25,330	\$27,884	\$27,884	\$27,884	\$27,884
Washington County School District	\$3,850,086	\$3,016,400	\$164,051	\$220,375	\$278,389	\$338,144	\$399,691	\$453,322	\$499,028	\$499,028	\$499,028	\$499,028
Washington City	\$680,515	\$533,158	\$28,997	\$38,952	\$49,206	\$59,768	\$70,647	\$80,126	\$88,205	\$88,205	\$88,205	\$88,205
Washington County Water Conservancy District	\$372,927	\$292,175	\$15,890	\$21,346	\$26,965	\$32,753	\$38,715	\$43,910	\$48,337	\$48,337	\$48,337	\$48,337
Southwest Mosquito Abatement District	\$20,341	\$15,937	\$867	\$1,164	\$1,471	\$1,787	\$2,112	\$2,395	\$2,637	\$2,637	\$2,637	\$2,637

	Total	NPV	1	2	3	4	5	6	7	8	9	10
Sales Taxes	\$17,904,340	\$13,944,250	\$682,969	\$937,944	\$1,207,603	\$1,492,597	\$1,793,604	\$2,070,685	\$2,323,089	\$2,392,782	\$2,464,565	\$2,538,502
TOTAL Revenues	\$17,904,340	\$13,944,250	\$682,969	\$937,944	\$1,207,603	\$1,492,597	\$1,793,604	\$2,070,685	\$2,323,089	\$2,392,782	\$2,464,565	\$2,538,502
Expenses												
Administrative Percent			2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
Administrative	(\$447,608)	(\$348,606)	(\$17,074)	(\$23,449)	(\$30,190)	(\$37,315)	(\$44,840)	(\$51,767)	(\$58,077)	(\$59,820)	(\$61,614)	(\$63,463)
Housing Percent			10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
Housing	(\$1,790,434)	(\$1,394,425)	(\$68,297)	(\$93,794)	(\$120,760)	(\$149,260)	(\$179,360)	(\$207,069)	(\$232,309)	(\$239,278)	(\$246,457)	(\$253,850)
TOTAL Expenses	(\$2,238,042)	(\$1,743,031)	(\$85,371)	(\$117,243)	(\$150,950)	(\$186,575)	(\$224,200)	(\$258,836)	(\$290,386)	(\$299,098)	(\$308,071)	(\$317,313)
Amount Remaining for Projects	\$15,666,297	\$12,201,219	\$597,598	\$820,701	\$1,056,652	\$1,306,022	\$1,569,403	\$1,811,849	\$2,032,703	\$2,093,684	\$2,156,495	\$2,221,189

**INTERLOCAL AGREEMENT by and between the WASHINGTON CITY
REDEVELOPMENT AGENCY and WASHINGTON CITY**

THIS INTERLOCAL AGREEMENT is entered into as of this ____ day of November, 2021, by and between the **WASHINGTON CITY REDEVELOPMENT AGENCY**, a political subdivision of the State of Utah (the “**Agency**”) and **WASHINGTON CITY, UTAH**, a political subdivision of the State of Utah (the “**City**”; the Agency and the City may also be individually referred to as “**Party**” and collectively as “**Parties**”).

A. WHEREAS the City created the Agency pursuant to the provisions of Utah Redevelopment Law and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct project area development activities within the City, as contemplated by the Act; and

B. WHEREAS the Agency created the Sienna Hills I Community Reinvestment Project Area (the “**Project Area**”) and adopted a community reinvestment project area plan for the Project Area (the “**Project Area Plan**”) on November 23, 2021, which is incorporated herein by this reference, which includes the legal description and a map of the Project Area, pursuant to which the Agency desires to provide for redevelopment within the Project Area; and

C. WHEREAS the City receives sales tax revenue from sales occurring within its borders and the City and the Agency have determined that it is in the best interests of the residents of the City to provide certain financial assistance through the use of a portion of that local sales tax in connection with the development of the Project Area as set forth in the Project Area Plan; and

D. WHEREAS the Agency anticipates providing a portion of the sales tax revenue, generated by sales occurring within the Project Area to assist in the development as contemplated by Project Area Plan; and

E. WHEREAS Utah Code Ann (“UCA”) § 11-13-215 authorizes the City to share its tax and other revenues with the Agency; and

F. WHEREAS in order to facilitate development of the Project, the City desires to pay to the Agency a portion of the City’s sales tax revenue generated within the Project Area in accordance with the terms of this Agreement; and

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

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

1. Point of Sale Tax. Sales occurring within the boundaries of the City are currently subject to a one (1) percent sales tax (the “**Local Sales Tax**”) per Title 59, Chapter 12, Part 2 of the UCA, the Local Sales and Use Tax Act, and more particularly per UCA § 59-12-204. The City retains fifty (50) percent of that one-percent tax as set forth in UCA § 59-12-205(2)(b) based on the transaction occurring within the boundaries of the City (the “**Point-of-sale Tax**” or “**POST**”).

a. Changes to Laws. If changes are made to Utah laws during the term of this Agreement that affect the amount of or calculation of the POST, the POST shall be defined as that Local Sales Tax revenue that is retained by or distributed to the City on the basis of taxable transactions occurring within the boundaries of the City, whether that amount be more or less than the current amount.

2. City’s Consent. Pursuant to Section 17C-5-204 of the Act and Section 11-13-215 of the Cooperation Act, the City hereby agrees and consents that the Agency shall be paid an amount equal to fifty percent (50%) of the POST generated by sales within the Project Area (the “**Agency Share**”).

a. The Agency Share shall be used to facilitate development within the Project Area in accordance with the Act.

b. Up to ten percent (10%) of the Agency Share may be used by the Agency for the purposes described in UCA §17C-1-412.

c. The Agency Share and any other amounts due to the Agency under this Agreement may be paid to the Agency from any funding source available to the City. Notwithstanding any provisions in this Agreement, the amounts due to the Agency under this Agreement shall be subordinate to the City’s obligations under current or future sales tax revenue bonds.

3. Restrictions on Agency Share. The payment of the Agency Share from the City to the Agency shall be subject to the following provisions:

a. Time Limit. The Agency Share shall not be paid to the Agency for any period before January 1, 2023 or beyond December 31, 2032.

b. Timing of Payment. The City shall pay the Agency Share to the Agency on at least an annual basis. Such payment shall be made within thirty (30) days after the City receives the final payment of the POST for the preceding calendar year.

4. **Property Tax Increment.** The Agreement shall not entitle the Agency to receive any portion of the incremental property revenues generated by development within the Project Area.

5. **Authorized Uses of Agency Share.** The Parties agree that the Agency may apply the Agency Share as contemplated in the Project Area Plan, including but not limited to the cost and maintenance of public infrastructure and other improvements located within the Project Area, incentives to developers or participants within the project area, administrative, overhead, legal, and other operating expenses of the Agency, and any other purposes deemed appropriate by the Agency, all as authorized by the Act.

6. **Consent to Project Area Budget.** As required by UCA § 17C-5-304, the City consents to the Project Area Budget adopted by the Agency for the Project Area.

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

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

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

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

b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Section 11-13-202.5(3) of the Cooperation Act;

c. Once executed, a copy of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;

d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act;

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-5-205 of the Act and shall continue through the date on which all of the Agency Share has been paid to and disbursed by the Agency as provided herein.

f. Following the execution of this Agreement by both Parties, the Parties shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-5-205 of the Act.

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

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

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

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

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

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;

d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use reasonable efforts to negotiate in good faith a substitute, legal, valid, and enforceable provision that most nearly effects the Parties’ intent in entering into this Agreement.

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

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

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

18. Incorporation of Exhibits. The exhibits to this Agreement are hereby incorporated by reference as part of this Agreement.

19. Counterparts. This Agreement may be executed in duplicate originals, each of which shall be deemed an original. Email transmission of pdf-format signatures shall be considered original signatures and pdf-format scans of original documents shall be treated as original documents.

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

[remainder of page intentionally left blank; signature pages follow]

**WASHINGTON CITY
REDEVELOPMENT AGENCY**

Kenneth Neilson, Executive Director

ATTEST:

Tara Pentz, Secretary

Attorney Review of Interlocal Agreement:

The undersigned, an attorney licensed to practice in the State of Utah, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Adam S. Long

[signatures continue on next page.]

[additional signatures to Interlocal Agreement]

WASHINGTON CITY

By: _____
Kenneth Neilson, Mayor

ATTEST:

Tara Pentz, City Recorder

**WASHINGTON CITY REDEVELOPMENT AGENCY
RESOLUTION NO. 2021-**

**A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH WASHINGTON CITY
FOR THE SIENNA HILLS I COMMUNITY REINVESTMENT PROJECT AREA**

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

WHEREAS the Washington City Redevelopment Agency (the “Agency”) and Washington City (the “Taxing Entity”) are “public agencies” for purposes of the Act; and

WHEREAS the Agency has adopted a Project Area Plan (the “Plan”) for the Sienna Hills I Community Reinvestment Project Area (the “Project Area”); and

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

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

THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE WASHINGTON CITY REDEVELOPMENT AGENCY AS FOLLOWS:

1. The Interlocal Agreement with the Taxing Entity, substantially in the form attached hereto as Exhibit A, is approved and shall be executed by the Agency.
2. The Chair shall make such additions, changes, and emendations as the Chair deems necessary prior to the execution of the Interlocal Agreement, so long as such changes do not materially alter the terms of the Interlocal Agreement.

3. Pursuant to Section 11-13-202.5 of the Act, the Interlocal Agreement has been submitted, or will be submitted prior to execution, to legal counsel of the Agency for review and approval as to form and legality.
4. Pursuant to Section 11-13-209 of the Act and upon full execution of the Interlocal Agreement, a copy thereof shall be filed immediately with the keeper of records of the Agency.
5. The Interlocal Agreement shall be effective on the date of the notice required by Utah Code § 17C-5-205.
6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED on the 23rd day of November, 2021.

WASHINGTON CITY
REDEVELOPMENT AGENCY

Kenneth Neilson, Chair

ATTEST:

Tara Pentz, Secretary

EXHIBIT A

Washington City Interlocal Agreement