

**MILLCREEK COMMUNITY REINVESTMENT AGENCY
RESOLUTION NO. 22-05**

**A RESOLUTION OF THE MILLCREEK COMMUNITY REINVESTMENT AGENCY
APPROVING AN INTERLOCAL COOPERATIVE AGREEMENT WITH SALT LAKE
COUNTY FOR THE WOODLAND AVENUE COMMUNITY REINVESTMENT
PROJECT AREA**

WHEREAS, the Millcreek Community Reinvestment Agency (the “Agency”) met in a regular open and public meeting on January 10, 2022, to consider, among other things, approving an interlocal cooperative agreement with Salt Lake County (the “County”) for the Woodland Avenue Community Reinvestment Project Area (the “Project Area”); and

WHEREAS, the Agency was created to transact the business and exercise all the powers provided for in the Limited Purpose Local Government Entities - Community Reinvestment Agency Act Title 17C, Utah Code Annotated 1963, and any subsequent, replacement or amended law or act (the “Act”); and

WHEREAS, pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the “Interlocal 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 Agency and the County are “public agencies” for purposes of the Interlocal Act; and

WHEREAS, pursuant to Section 17C-4-101 et seq. of the Act the Agency is authorized to negotiate with a taxing entity for the Agency to receive all or a portion of the taxing entity tax increment for the purpose of providing funds to carry out an adopted community reinvestment project area plan; and

WHEREAS, the County is a taxing entity under the Act and the Agency has negotiated with the County to receive a portion of property tax increment generated within the Project Area, the terms of which are set forth in the interlocal agreement, attached hereto as exhibit “A” (the “Interlocal”).

NOW THEREFORE BE IT RESOLVED by the Millcreek Community Reinvestment Agency as follows:

- (1) that the Interlocal is hereby approved, with such changes as may be deemed advisable or necessary by the Agency,
- (2) that the Chair and Recorder are hereby authorized and directed to execute and deliver the same,
- (3) that the Recorder is hereby authorized and directed provide notice as set forth in Section 17C-4-402 of the Act,

- (4) that Agency personnel are hereby authorized to take such actions as necessary to effectuate the purposes of this resolution, and
- (5) that this resolution shall be effective immediately upon adoption.

ADOPTED by the Millcreek Community Reinvestment Agency this 10th day of January 2022.



Millcreek Community Reinvestment Agency

A handwritten signature in blue ink, appearing to read "Jeff", written over a horizontal line.

Jeff Silvestrini, Chair

ATTEST:

A handwritten signature in blue ink, appearing to read "Elyse", written over a horizontal line.

Elyse Sullivan, Recorder

Roll Call Vote:

Silvestrini	☒ Yes	☐ No
Catten	☒ Yes	☐ No
DeSirant	☒ Yes	☐ No
Jackson	☒ Yes	☐ No
Uipi	☒ Yes	☐ No

EXHIBIT A

Interlocal Agreement with the County

County Contract No. _____

DA Log No. 21-18046

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN SALT LAKE COUNTY AND
THE MILLCREEK COMMUNITY REINVESTMENT AGENCY**

[Woodland Avenue Reinvestment Area]

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is entered into between **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah (the "County"), and **THE MILLCREEK COMMUNITY REINVESTMENT AGENCY**, a public entity (the "Agency") (collectively, the "Parties").

RECITALS

WHEREAS, the County and the Agency are "public agencies" as defined by the Utah Interlocal Cooperation Act, Utah Code Ann. §§ 11-13-101 *et seq.* (the "Interlocal Act"), and, as such, are authorized by the Interlocal Act to enter into this Agreement to act jointly and cooperatively in a manner that will enable them to make the most efficient use of their resources and powers; and

WHEREAS, The Agency is a community reinvestment agency created and existing under the Limited Purpose Local Government Entities – Community Reinvestment Agency Act, Utah Code Ann. §§ 17C-1-101 *et seq.*, (the "Act"). The Agency is authorized under the Act to conduct urban renewal, economic development, community development, and community reinvestment activities within Millcreek City, Utah; and

WHEREAS, Pursuant to Resolution No. 21-15 adopted by the Agency on 9/13/2021 and Ordinance adopted by the Millcreek City Council on 9/13/21, the Woodland Avenue Community Reinvestment Area Plan (the "Project Area Plan") has been approved, a copy of which is attached hereto as **Exhibit A**, which includes the legal description and a map of the Woodland Avenue Community Reinvestment Area (the "Project Area"); and

WHEREAS, Under the Project Area Plan, the Agency desires to: eliminate or reduce impediment by providing needed public improvements, encourage rehabilitation and repair of deteriorated structures, facilitate land assembly and redevelopment to increase employment and expand the tax base, and promote redevelopment consistent with land use controls.

WHEREAS, The County, as a taxing entity, now desires to consent to the Agency receiving certain tax increment (as defined in 17C-1-102(61) of the Act) ("Tax Increment") created by development activities in the Project Area to assist in development as set forth in the Project Area Plan; and

WHEREAS, Section 17C-5-204 of the Act authorizes the County to consent to the payment to the Agency of its share of Tax Increment generated from the Project Area for the purposes set forth in the Project Area Plan.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. Base Year and Base Taxable Value. The calculation of the annual Tax Increment shall be made using the 2020 tax year (the "Base Tax Year") and the base taxable value shall be the assessed taxable value of all Property within the Project Area for the Base Tax Year, which is \$8,244,900.00 (the "Base Taxable Value").

2. Budget. Pursuant to Subsection 17C-5-204(6)(c) of the Act, the County's portion of tax increment in the Project Area budget is reflected in **Exhibit B**, which is attached hereto and incorporated by reference.

3. Payment of Tax Increment and Collection Period. The County hereby agrees and consents that the County shall pay 100% of the County's portion of the Tax Increment from the Project Area (the "County's Contribution"), subject to the Annual Mitigation Payment defined below. The County's Contribution shall be paid for a term of twenty (20) years beginning no later than the 2023 tax year ("Tax Increment Collection Period"). Pursuant to Subsection 17C-5-204(6)(d) of the Act, the County is prohibited from proportionately reducing the Tax Increment the County consents to pay to the Agency by the amount of any direct expenditures the County makes within the Project Area for the benefit of the Project Area or the Agency. This Agreement does not include a contribution of sales and use tax, and the Agency shall not seek a contribution of sales and use tax from the County with respect to the Project Area.

(a) Annual Mitigation Payment. Notwithstanding Section 3 of this Agreement, the Parties hereby agree that for each tax year during the collection period, the Agency shall transfer an amount equal to 20% of the County's Contribution back to the County (the "Annual Mitigation Payment"). The Agency's transfer of the Annual Mitigation Payment to the County each year shall occur no later than three months following the Agency's receipt of County's Contribution from the Salt Lake County Treasurer. The amount equal to the County's Contribution less the Annual Mitigation Payment is hereinafter referred to as the "Agency's Share." However, the Parties agree that if this Annual Mitigation Payment in this Subsection 3(a) is ever held to be invalid or unenforceable by a court of competent jurisdiction or as a result of legislative or administrative action, or if the County ever provides a written notice to the Agency calling for the elimination of the Annual Mitigation Payment in this Subsection (3)(a) from the Agreement for any other reason, then the Parties agree that, in lieu of the Annual Mitigation Payment under this Subsection 3(a) and starting with the next tax year for which County Tax Increment has not already been paid to the Agency, the County's Contribution under Section (3) will be reduced by 20% — in addition to any reduction for the County's administration and operations — and that the Salt Lake County Treasurer shall pay the remainder of County's Tax Increment directly to the County. Furthermore, if a reduction to the County's Contribution is triggered under this

Subsection 3(a), the Agency agrees that it will not seek repayment of and will waive any claim to any portion of the Annual Mitigation Payment that has already been paid to the County.

(b) Tax Increment Cap. The total amount of County Tax Increment paid to the Agency from the Project Area during the Tax Increment Collection Period, after deducting for any reductions as set forth herein, may not exceed \$1,066,972.00 ("Countywide Cap").

(c) Affordable Housing Set Aside – Agency Obligation. Agency agrees to encumber 15% of the Agency's Share for projects that satisfy Section 17C-1-412. The objective of this provision is to use the County's Contribution to create an increase in affordable housing within the Agency's boundary and not to replace affordable housing already available.

4. (a) Representations. To induce the County to execute and perform this Agreement, the Agency hereby represents to the County as follows:

i. Local Community Contribution. The Agency and the City have entered into an interlocal cooperation agreement wherein the City has agreed to contribute 80% of its Tax Increment to the Agency for the duration of the collection period.

ii. Sufficiency of Tax Increment. To the best of the Agency's knowledge, the amount of Tax Increment that the Agency expects to receive from the County, is sufficient to carry out and accomplish some of the objectives of the Project Area Plan.

iii. Legal Requirements. To the best of the Agency's knowledge, the Agency is not in violation of any legal requirements pursuant to this Agreement and no violation of legal requirements exist with respect to the establishment of the Project Area.

iv. No Violation of Other Agreements. To the best of the Agency's knowledge, the consummation of the transactions contemplated by this Agreement and the performance of this Agreement will not result in any breach of, or constitute a default under, any agreement or other instrument pertaining to this Project Area.

(b) Effect of Disbursement of County's Contribution to Agency. The Agency agrees that its receipt of the County's Contribution under this Agreement each year during the collection period, constitutes an affirmation that the representations of this Section remain true and correct as of the date thereof, unless the County is notified to the contrary prior to the Agency's receipt of County Contribution.

5. 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 Section 11-13-202.5(3) of the Interlocal Act.

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

d) 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.

e) No separate legal entity is created by the terms of this Agreement. The Executive Director 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.

f) Following the execution of this Agreement by each of the Parties, each Party shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Interlocal Act.

g) No real or personal property shall be acquired jointly by the Parties as a result of this Agreement. To the extent a Party acquires, holds, or disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such Party shall do so in the same manner that it deals with other property of such Party.

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

To Agency: Millcreek Community Reinvestment Agency
 3330 S 1300 E
 Millcreek, Utah, 84106
 Attn: Director

With a copy to: Millcreek City Attorney
 3330 S 1300 E
 Millcreek, Utah, 84106
 Attn: Attorney assigned to Economic Development

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

With a copy to: Office of the District Attorney
35 East 500 South, Fifth Floor
Salt Lake City, Utah 84111
Attn: Attorney assigned to Economic Development

7. Event of Default. An “Event of Default” is the failure of a Party to comply with any of the material terms, conditions, covenants, or provisions of this Agreement, or any action or activity of the Agency using the County’s Contribution within the Project Area that, materially deviates from the actions or activities contemplated by the Project Area Plan or the Project Area Budget, that is not fully cured by such Party on or before the expiration of a sixty (60) day period (or, if the other Party approves in writing—which approval shall not be unreasonably withheld, conditioned or delayed—such longer period as may be reasonably required to cure a matter which, due to its nature, cannot reasonably be cured within 60 days) commencing upon the non-defaulting Party's written notice to the defaulting Party of the occurrence thereof. Upon the occurrence of any Event of Default, the non-defaulting Party may, in its sole discretion, pursue all remedies conferred by law or equity or other provisions of this Agreement.

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

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

10. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof, and all prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded by this Agreement.

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

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

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

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

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

16. Severability. If any provision of this Agreement is found to be illegal or unenforceable in a judicial proceeding, such provision will be deemed inoperative and severable, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

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

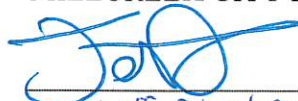
18. Further Assurance. Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

19. 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.

This Agreement will become effective when all the Parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date stated under that party's signature) will be deemed the date of this agreement.

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

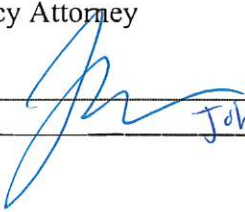
MILLCREEK CITY REINVESTMENT AGENCY



By: Jeff Silvestrini, Executive Director *Chair*

Approved as to form:
Agency Attorney

By: _____



John Brems



Attest:



Elyse Sullivan, Recorder

INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR COUNTY

SALT LAKE COUNTY:

Lisa Hartman

Digitally signed by Lisa
Hartman
Date: 2021.11.16
12:02:57 -07'00'

Mayor Jennifer Wilson or Designee

Dated: _____, 20____

Approved by:

OFFICE OF REGIONAL DEVELOPMENT

By **Dina Blaes** Digitally signed by Dina Blaes
Date: 2021.11.03 15:45:24
-06'00'

Name: _____

Title: _____

Dated: _____, 20____

Approved as to Form and Legality:

SALT LAKE COUNTY DISTRICT ATTORNEY

By **Adam Miller** Digitally signed by Adam Miller
Date: 2021.10.20 17:32:36
-06'00'

EXHIBIT A

[Attach Project Area Plan]



PROJECT AREA PLAN

WOODLAND AVENUE COMMUNITY REINVESTMENT AREA (CRA)

MILLCREEK COMMUNITY REINVESTMENT AGENCY, UTAH



SEPTEMBER 2021



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Definitions

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

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

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

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

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

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

"City" or "Community" shall mean Millcreek.

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

"Plan Hearing" shall mean the public hearing on the draft Project Area Plan required under Subsection 17C-1-102 (42) and 17C-5-104(3)(e).

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

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

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

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



- a legal description of the portion of the Project Area from which tax increment will be collected; and
- for property that the Agency owns and expects to sell, the expected total cost of the property to the Agency and the expected selling price.

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

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

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

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

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

“Tax Year” shall mean the 12-month period between sequential tax roll equalizations (November 1st - October 31st) of the following year, e.g., the November 1, 2021 - October 31, 2021 tax year.

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



Introduction

The Millcreek Community Reinvestment Agency (the "Agency"), following thorough consideration of the needs and desires of Millcreek (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this Project Area Plan (the "Plan") for the Woodland Avenue Community Reinvestment Project Area (the "Project Area"). This Plan is the result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which includes parcels between Woodland Avenue and Miller Avenue, between Richmond Avenue to the west and Highland Drive to the east, recently annexed from Salt Lake City into Millcreek (July 1, 2020) and therefore excluded from the surrounding Millcreek Center Community Reinvestment Area.

The Plan is intended to define the method and means of the Project Area from its current state to a higher and better use.

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

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

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

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

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

Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a survey resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on July 27, 2020. This resolution is included as **Exhibit D**.

Utah Code
§17C-5-104

Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan

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



- Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, the City has a planning commission and general plan as required by law;
- Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for informing the public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and
 - Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the draft Project Area Plan and has made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the plan hearing, sent copies of the draft Project Area Plan to all required entities prior to the hearing, and provided opportunities for affected entities to provide feedback.

UTAH CODE
§17C-5-105(1)

Description of the Boundaries of the Proposed Project Area

A legal description of the Project Area along with a detailed map of the Project Area is attached respectively as **Exhibit A** and **Exhibit B** and incorporated herein. The Project Area includes parcels between Woodland Avenue and Miller Avenue, between Richmond Avenue to the west and Highland Drive to the east, recently annexed from Salt Lake City into Millcreek (July 1, 2020) and therefore excluded from the surrounding Millcreek Center Community Reinvestment Area.

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

UTAH CODE
§17C-5-105(2)

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

General Land Uses

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

Layout of Principal Streets

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

Population Densities

There are 0 residences within the Project Area. It is anticipated that the Project Area development will increase the population size within the Project Area.



Building Densities

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

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

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

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

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

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

UTAH CODE
§17C-5-105(3)

Standards Guiding the Community Reinvestment

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

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

UTAH CODE
§17C-5-105(4)

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

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



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

UTAH CODE
§17C-5-105(5)

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

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

UTAH CODE
§17C-5-105(7)

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

How the Agency Plans to Select a Participant

UTAH CODE
§17C-5-105(8)

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

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

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

Reason for Selection of the Project Area

UTAH CODE
§17C-5-105(9)

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



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

UTAH CODE
§17C-5-105(10)

Physical Conditions

The Project Area consists of approximately 5.35 acres of relatively flat, privately and publicly owned land as shown on the Project Area map.

Social Conditions

There are currently 0 residential units within the Project Area. There are currently no parks or other social gathering spaces within the Project Area

Economic Conditions

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

UTAH CODE
§17C-5-105(11)

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

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

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

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

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



UTAH CODE
§17C-5-105(12)

Anticipated Public Benefit to be Derived from the Community Development

The Beneficial Influences upon the Tax Base of the Community

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

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

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

“But For” Analysis

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



EXHIBIT A: Legal Description of Woodland Avenue CRA

That area described as the Malouf Annexation to Salt Lake City as depicted on that Annexation Plat recorded in Book 1980, at Page 46 in the Office of the Salt Lake County Recorder, and the Calder Annexation to Salt Lake City as depicted on that Annexation Plat recorded in Book 1987, at Page 80, being located in the Southeast Quarter of Section 29, Township 1 South, Range 1 East, Salt Lake Base and Meridian, and Block 27, 10 Acre Plat 'A'. The new boundary between Millcreek a Municipal Corporation and Salt Lake City is described as follows:

Beginning at a point in the existing Salt Lake City/Millcreek a Municipal Corporation boundary at the Northwest corner of said Malouf Annexation and the West right of way of Richmond Street being 448.51 feet South, 30.10 feet West, and N. $87^{\circ}15'00''$ W. 571.09 feet from the East Corner of said Section 29; thence along said West right of way and the East line of that Cassity Plaza Annexation to Salt Lake City as depicted on that Annexation Plat recorded in Book 1980, at Page 148, and the East line of that Brickyard Annexation as depicted on that Annexation Plat recorded in Book 1980, at Page 203 the following two (2) courses; 1) Southerly 92.53 feet along the arc of a non tangent 1186.28 foot radius curve to the left through a central angle of $4^{\circ}28'09''$ (long chord bears S. $22^{\circ}56'26''$ E. 92.51 feet) more, or less; 2) S. $25^{\circ}10'30''$ E. 99.64 feet, more, or less, to a point on the existing Salt Lake City/Millcreek a Municipal Corporation boundary at a Southwest corner in said Malouf Annexation and the point of terminus. The above described boundary line adjustment effects 5.97 acres, more, or less



EXHIBIT B: Project Area Map

MAP OF PROPOSED PROJECT AREA BOUNDARIES





EXHIBIT C: Parcel List

Taxable Property Schedule (2020)		
Parcel_ID	Owner	Acres
16294290110000	BRICKYARD BUDDIES LC	1.14
16294290120000	TCI CABLEVISION OF UTAH INC	1
16283020010000	TCI CABLEVISION OF UTAH INC	0.5
16294290050000	MILLCREEK	0.2
16294290060000	MILLCREEK	0.17
16283020020000	TCI CABLEVISION OF UTAH INC	0.11
16283020030000	HIGHLAND SQUARE SHOPPING CENTER ASSOCIAT	2.23
TOTAL		5.35



EXHIBIT D: Resolution Authorizing Preparation of Draft Community Reinvestment Project Area Plan

RESOLUTION NO. 20-05

**RESOLUTION OF THE MILLCREEK COMMUNITY REINVESTMENT AGENCY
DESIGNATING A SURVEY AREA AND AUTHORIZING THE PREPARATION OF A
DRAFT COMMUNITY REINVESTMENT PROJECT AREA PLAN AND BUDGET FOR
THE PROPOSED WOODLAND AVENUE COMMUNITY REINVESTMENT PROJECT
AREA**

WHEREAS, the Millcreek Community Reinvestment Agency ("Agency") met in a regular meeting on July 27, 2020, to consider among other things designating a survey area and authorizing the preparation of a draft community reinvestment project area plan and budget for the proposed Woodland Avenue Community Reinvestment Project Area; and

WHEREAS, the Agency was created to transact the business and exercise all of the powers provided for in the Limited Purpose Local Government Entities - Community Reinvestment Agency Act and any subsequent, replacement or amended law or act (the "Act"); and

WHEREAS, the Agency, having made a preliminary investigation and conducted initial studies and inquiries, desires now to conduct community reinvestment activities in approximately the area depicted on the map attached hereto as exhibit "A" and incorporated herein by this reference (the "Survey Area"), pursuant to Utah Code Ann. § 17C-5-103; and

WHEREAS, pursuant to Utah Code Ann. § 17C-5-103, the Agency board is duly empowered to authorize by resolution the preparation of a draft community reinvestment project area plan; and

WHEREAS, the Agency board desires to authorize the preparation of a draft community reinvestment project area plan and budget for a proposed community reinvestment project area to be known as the Woodland Avenue Community Reinvestment Area Community Reinvestment Project Area.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Agency as follows:

1. The Agency finds the Survey Area requires study to determine whether project area development is feasible within the survey area.
2. The Agency hereby tentatively designates the Survey Area as the Woodland Avenue Community Reinvestment Project Area, the approximate proposed boundaries of which are depicted on the map attached hereto as exhibit "A."
3. That the Agency counsel and staff, be and are hereby authorized and directed as follows:
 - a. Prepare a proposed community reinvestment project area plan and community reinvestment project area budget for the Survey Area as required by the Act.

b. Conduct any examination, investigation, or negotiation regarding the proposed community reinvestment project area that it considers appropriate.

c. Obtain whatever information is needed and hire or contract with consultants and others as necessary for the preparation of the draft community reinvestment project area plan and budget.

d. Take such other and additional actions necessary or prudent in considering and creating the proposed community reinvestment project area in compliance with the Act including, without limitation, the negotiation of agreements with taxing entities and participants, the preparation for all necessary hearings, and the preparation, publication, and/or mailing of all required notices.

4. This resolution shall take effect upon adoption.

ADOPTED by the Governing Board of the Millcreek Community Reinvestment Agency this 27th day of July 2020.



MILLCREEK COMMUNITY
REINVESTMENT AGENCY

A blue ink signature of Jeff Silvestrini, written in a cursive style.

Jeff Silvestrini, Chair

ATTEST:

A blue ink signature of Elyse Sullivan, written in a cursive style.

Elyse Sullivan, Recorder

Roll Call Vote:

Silvestrini	☒ Yes	☐ No
Marchant	☒ Yes	☐ No
Jackson	☒ Yes	☐ No
Catten	☒ Yes	☐ No
Uipi	☒ Yes	☐ No

Exhibit A
Map of Survey Area

Proposed Woodland Avenue Community Reinvestment Area

Millcreek, Utah



EXHIBIT B

[Attach Project Area Budget]

PROJECT AREA BUDGET

WOODLAND AVENUE COMMUNITY REINVESTMENT AREA (CRA)

MILLCREEK COMMUNITY REINVESTMENT AGENCY, UTAH



SEPTEMBER 2021



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Section 1: Introduction

The Millcreek Community Reinvestment Agency (the "Agency"), following thorough consideration of the needs and desires of the City of Millcreek (the "City") and its residents, as well as understanding the City's capacity for new development, has carefully crafted the Project Area Plan (the "Plan") for the Woodland Avenue Community Reinvestment Project Area (the "Project Area"). The Plan is the result of an evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by the Project Area which includes parcels between Woodland Avenue and Miller Avenue, between Richmond Avenue to the west and Highland Drive to the east, recently annexed from Salt Lake City into Millcreek (July 1, 2020) and therefore excluded from the surrounding Millcreek Center Community Reinvestment Area.

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

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

Section 2: Description of Community Development Project Area

The Project Area includes parcels between Woodland Avenue and Miller Avenue, between Richmond Avenue to the west and Highland Drive to the east, recently annexed from Salt Lake City into Millcreek (July 1, 2020) and therefore excluded from the surrounding Millcreek Center Community Reinvestment Area. The Project Area is comprised of approximately 5.5 acres of property.

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



Section 3: General Overview of Project Area Budget

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

Base Year Value

The Agency has determined that the base year property tax value for the Project Area will be the total taxable value for the 2020 tax year which is estimated to be \$8,244,900. Using the tax rates established within the Project Area the property taxes levied equate to \$69,356 annually. Accordingly, this amount will continue to flow through to each taxing entity proportional to the amount of their respective tax rates being levied.

Payment Trigger

The Project Area will have a twenty-year (20) duration from the date of the first tax increment received by the Agency. The collection of tax increment will be triggered at the discretion of the Agency prior to March 1 of the tax year in which they intend to begin the collection of increment. The following year in which this increment will be remitted to the Agency will be Year 1, e.g., if requested prior to March 1, 2022, Year 1 of increment will be 2023. The Agency anticipates it will trigger tax increment by March 1, 2022, but in no case will the Agency trigger the first year of tax increment collection after March 1, 2024.

Projected Tax Increment Revenue – Total Generation

Development within the Project Area will commence upon favorable market conditions which will include both horizontal and vertical infrastructure and development. The Agency anticipates that new development will begin in the Project Area in 2021. The contemplated development will generate significant additional property tax revenue as well as incremental sales and use tax above what is currently generated within the Project Area.

Property Tax Increment will begin to be generated in the tax year (ending Dec 1st) following construction completion and Tax Increment will be paid to the Agency in March or April after collection. It is projected that property Tax Increment generation within the Project Area could begin as early as 2021 or as late as 2024. It is currently estimated that during the 20-year life of the Project Area Budget, property Tax Increment could be generated within the Project Area in the approximate amount of \$4.5 million or at a net present value (NPV)¹ of \$2.9 million. This amount is over and above the \$8.2 million of base taxes that the property would generate over 20 years at the \$8.2 annual amount it currently generates as shown in Table 4.1 below.

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



Section 4: Property Tax Increment

Base Year Property Tax Revenue

The taxing entities are currently receiving - and will continue to receive - property tax revenue from the current assessed value of the property within the Project Area ("Base Taxes"). The current assessed value is estimated to be \$8,244,900.00. Based upon the tax rates in the area, the collective taxing entities are receiving \$69,356 in property tax annually from this Project Area. This equates to approximately \$1,387,122 over the 20-year life of the Project Area.

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

Entity	Total	NPV at 4%
Salt Lake County	\$321,221	\$218,275
Salt Lake County Library	84,922	57,706
Salt Lake City School District	550,430	374,026
Millcreek City	303,577	206,286
Salt Lake City Mosquito Abatement District	20,118	13,670
Mt. Olympus Improvement District	40,895	27,789
Central Utah Water Conservancy District	65,959	44,820
Total Revenue	\$1,387,122	\$942,572

Property Tax Increment Shared with RDA

All taxing entities that receive property tax generated within the Project Area, as detailed above, will share at least a portion of that increment generation with the Agency. All taxing entities will contribute 80% of their respective tax increment, except for Central Utah Water Conservancy District and Salt Lake County Library, for 20 years. Central Utah Water Conservancy District will contribute an estimated 75% of their respective tax increment for 20 years. Salt Lake County Library will contribute 0% of their respective tax increment for 20 years. The City, County and the State will **not** contribute any portion of their incremental sales tax to implement the Project Area Plan. Table 4.2 shows the amount of Tax Increment shared with the Agency assuming the participation levels discussed above.

TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS (OVER 20 YEARS)

Entity	Total	NPV at 4%
Salt Lake County	\$843,874	\$531,391
Salt Lake County Library	0	0
Salt Lake City School District	1,446,022	910,566
Millcreek City	797,521	502,202
Salt Lake City Mosquito Abatement District	52,850	33,280
Mt. Olympus Improvement District	107,434	67,651
Central Utah Water Conservancy District	162,450	102,295
Total Sources of Tax Increment Funds	\$3,410,150	\$2,147,385



Uses of Tax Increment

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

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

TABLE 4.3: USES OF TAX INCREMENT

Uses	Total	NPV at 4%
Redevelopment Activities	\$2,728,120	\$1,717,908
CRA Housing Requirement	511,523	322,108
Project Area Administration	170,508	107,369
Total Uses of Tax Increment Funds	\$3,410,150	\$2,147,385

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

As described above, the collective taxing entities are currently receiving approximately \$69,356 in property taxes annually from this Project Area. At the end of 20 years an additional \$286,008 in property taxes annually is anticipated, totaling approximately \$355,364 in property taxes annually for the area. "But for" the assistance provided by the Agency through tax increment revenues, this 412 percent increase in property taxes generated for the taxing entities would not be possible.

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

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Salt Lake County	\$16,061	\$66,232	\$82,293
Salt Lake County Library	4,246	17,510	21,756
Salt Lake School District	27,521	113,492	141,013
Millcreek City	15,179	62,594	77,773
Salt Lake City Mosquito Abatement District	1,006	4,148	5,154
Mt. Olympus Improvement District	2,045	8,432	10,477
Central Utah Water Conservancy District	3,298	13,600	16,898
Total Revenue	\$69,356	\$286,008	\$355,364



Exhibit A: Project Area Map



EXHIBIT C
Salt Lake County's Tax Increment from the
Woodland Avenue Community Reinvestment Area

THE MILLCREEK COMMUNITY REINVESTMENT AGENCY ("Agency") shall be entitled to retain a portion of Salt Lake County's ("County") portion of the Tax Increment from the Woodland Avenue Community Reinvestment Area (the "Project Area") for twenty (20) years beginning no later than the 2023 tax year. The calculation of annual Tax Increment shall be made using (a) Salt Lake County's then current tax levy rate for the District, and (b) the 2020 base year taxable value of \$8,244,900.00, which taxable value is subject to adjustment as required by law.

As further defined in the Agreement, the Agency shall receive 100% of the County's portion of the Tax Increment from the Project Area as the County's Contribution. The Agency shall transfer a portion of the County's Contribution back to the County as the Annual Mitigation Payment, with the balance to be retained by the Agency as the Agency's Share as set forth in the Agreement.

I. BUDGET ALLOCATIONS

The Agency's Share shall be utilized to implement the Woodland Avenue Community Reinvestment Area Plan (the "Project Area Plan") as follows:

Activity	Agency's Share Level
	80%
1. Redevelopment Activities	80%
2. Housing	15%
3. Agency Administration and Operations*	5%
Total	100%

Description of activities is as follows:

- 1. Redevelopment Activities:** The tax increment expected to be used to carry out project development activities as further described in the Project Area Plan. Activities may include, but not be limited to, land acquisition, public improvements, infrastructure improvements, loans, grants, and other incentives to public and private entities.
- 2. Housing:** The tax increment expected to be used for housing activities pursuant to Utah Code 17C. Housing funds generated from the County's portion of tax increment shall be geographically restricted for use within the Agency's boundaries.
- 3. RDA Administration and Operations:** The tax increment expected to be used to cover the RDA's operating costs of administering and implementing the Project Area Plan.