



**REDEVELOPMENT  
AGENCY**

**MEMBERS:**

LEANNE HUFF  
COREY THOMAS  
SHARLA BYNUM  
PORTIA MILA  
SHANE SIWIK  
NATALIE PINKNEY  
CLARISSA WILLIAMS

**EXECUTIVE  
DIRECTOR**

CHERIE WOOD

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**City of South Salt Lake Redevelopment Agency  
AGENDA**

Public notice is hereby given that the City of South Salt Lake Redevelopment Agency will hold a meeting on **Wednesday, June 15, 2022**, in the City Council Chambers, 220 East Morris Avenue, Suite 200, commencing at **6:30 p.m.**, or as soon thereafter as possible.

Conducting: Portia Mila

**Opening Ceremonies**

1. Roll Call

**No Action Comments**

1. Bills, Claims, and Communications
2. Report of the Executive Director

**Unfinished Business**

1. A Resolution of the Redevelopment Agency of South Salt Lake Approving and Adopting the Budget for Fiscal Year July 1, 2022 Through June 30, 2023
2. A Resolution of the South Salt Lake City Redevelopment Agency Adopting a Real Property Disposition Policy

**New Business**

1. Discussion of MOU with Elway Motors

**Motion for Closed Meeting**

**Adjourn**

Posted June 10, 2022

In accordance with State Statute and RDA Board policy, one or more Board Members may be participating via speakerphone.

Those needing auxiliary communicative aids or other services for this meeting should contact Craig Burton at 801-483-6027, giving at least 24 hours' notice



Roll Call Vote:

Bynum	Yes
Huff	Yes
Mila	Yes
Pinkney	Yes
Siwik	Yes
Thomas	Yes
Williams	Yes

- 2. **A resolution of the South Salt Lake City Redevelopment Agency adopting a real property disposition policy.** Economic Development Consultant, Randy Sant, explained that the RDA is the owner of several pieces of property throughout the City and they need to dispose of those parcels. There are two methods to dispose of property in this Resolution. One is competitive marketing where they would put out and RFP and market the property competitively. That would be done on bigger pieces of property that could be developed. The other is exclusive negotiation for parcels that are small, adjacent, land locked, don't have a lot of value or purpose. It also sets the sales price for the property through market and gap analysis.

Director Siwik asked for clarification on the twenty-five percent discount and would the Executive Director have the ability to enter into a real estate contract up to a twenty-five percent discount.

Mr. Sant said yes, but the resolution also requires staff to come back and report to the Board all sales and what they have done with the property.

Director Siwik felt that it was a steep discount for an unlimited amount of purchase price.

Mr. Sant explained that he consulted with the RDA's outside legal counsel and sale of property is an administrative function, but they still want to disclose it to the Board. They tried to come up with a policy that would work without having to bring every little detail, or project, back to the Board. If staff had a large purchase item, they would most likely have a conversation with the Board to tell them why they are doing that discount, what they want to do and the reason for doing it. Even if it was just a ten percent discount staff would come and have a conversation with the Board.

Director Thomas moved to approve this resolution.

MOTION: Corey Thomas

SECOND: LeAnne Huff

Roll Call Vote:

Bynum	Yes
Huff	Yes
Mila	Yes
Pinkney	Yes
Siwik	No
Thomas	Yes
Williams	Yes

**New Business**

- 1. Discussion of MOU with Elway Motors.** Mr. Sant explained that the Elway Automotive Group has purchased property on State Street from Boyer and is looking at a multi-use development. The first phase would be an automotive dealership. The MOU relates to that, but it also addresses the fact that as they move forward with the entitlement, part of that will be that the property will have to be downzoned. Staff wants this so that they have some say and control on what develops on the piece of property that will not be the automotive dealership.

Mr. Sant explained that the MOU outlines that they will work forward on the entitlement process and work with Elway Automotive on their site plan and development. There will have to be some ordinance changes.

Director Pinkney asked if they know what the mixed use development is.

Mr. Sant said they do not but by doing the downzoning it allows the City to help control what that development will be.

Mr. David Baird, Economic Solutions Group, representing Elway Automotive Group, said that Elway Automotive is very comfortable with this location. They feel it is a great win-win opportunity.

Director Siwik asked if they could get an overview of what the project in tales.

Mr. Sant explained that it will be approximately a 35,000 square foot building about 35 feet in height.

Director Siwik said that Elway is John Elway, General Manager of the Denver Broncos.

Mr. Sant confirmed that is correct. He is the owner of the dealership.

Director Pinkney asked how many more dealerships are in the works to be added into the City.

Mr. Sant said this is the only one.

Director Pinkney asked if there are any future plans for the City to add other dealerships.

Mr. Sant said staff is not out recruiting that type of business. He believes this type of dealership makes a lot of sense.

Director Pinkney asked if another high-end car dealership came in and wanted another 5.5 acres of the City's land that would be something staff wouldn't be opposed to.

Mr. Sant explained staff would come back and have a conversation with the Board. If it was a permitted use he does not believe the City would have any say about it. If the property needed to be rezoned staff would have to bring it back to the City Council for approval.

Director Pinkney guessed the reasoning why behind it is because of sales tax.

Mr. Sant explained the reason is twofold. Sales tax is an important component that will be a great benefit

Director Bynum moved to approve the MOU.

MOTION: Sharla Bynum

SECOND: LeAnne Huff

Voice Vote:

Bynum Yes

Huff Yes

Mila Yes

Pinkney No

Siwik Abstain

Thomas Yes

Williams Yes

Director Huff made a motion to adjourn.

MOTION: LeAnne Huff

SECOND: Natalie Pinkney

Voice Vote:

Bynum Yes

Huff Yes

Mila Yes

Pinkney Yes

Siwik Yes

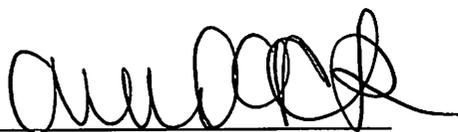
Thomas Yes

Williams Yes

The meeting adjourned at 6:55 p.m.

*Portia Mila*

\_\_\_\_\_  
Portia Mila, RDA Chair



~~Craig D. Burton~~, RDA Secretary

Ariel Andrus



RESOLUTION NO. RDA\_\_\_\_\_

A RESOLUTION OF THE REDEVELOPMENT AGENCY OF SOUTH SALT LAKE  
APPROVING AND ADOPTING THE BUDGET FOR FISCAL YEAR JULY 1, 2022,  
THROUGH JUNE 30, 2023

WHEREAS, the Redevelopment Agency of South Salt Lake is a Community Reinvestment Agency as defined in Utah Code Annotated Section 17C-1-102(4);

WHEREAS, Utah Code Annotated Section 17C-1-601.5 requires Redevelopment Agencies to prepare and adopt annual budgets for each fiscal year;

WHEREAS, the Board of the Redevelopment Agency of South Salt Lake (the “Board”) met in regular session on June 8, 2022, to consider, among other things, adopting a final budget for the fiscal year beginning July 1, 2022, and ending June 30, 2023; and

WHEREAS, a duly noticed public hearing was held on June 8, 2022, as prescribed by Utah Code Annotated Section 17C-1-601.5; and

WHEREAS, the Redevelopment Agency has published the necessary notice, held the public hearing required, and has duly and fully considered the proposed budget and all items therein.

NOW THEREFORE, BE IT RESOLVED, by the Redevelopment Agency of the City of South Salt Lake as follows:

**SECTION I:** The budget attached hereto, and incorporated herein by this reference, is hereby adopted for the corporate purposes and objects of the Agency for the fiscal year commencing July 1, 2022, and ending June 30, 2023, and is hereby adopted as the “Budget of the Redevelopment Agency of South Salt Lake City, Utah for the Fiscal Year 2022-2023” (the “Budget”).

**SECTION II:** Pursuant to Utah Code Ann. 17C-1-601.5(6), a copy of the Budget shall be filed with the Salt Lake County Auditor, the State Tax Commission, the State Auditor, the State Board of Education, and each taxing entity from which the agency receives project area funds in accordance with the law.

**SECTION III Severability.** If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such provision shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

**SECTION IV. Effective Date.** This resolution shall become effective upon signature and subsequent publication.

DATED this \_\_\_\_ day of \_\_\_\_\_ 2022.

BY THE REDEVELOPMENT AGENCY:

\_\_\_\_\_  
Portia Mila, RDA Chair

RDA Board Vote as Recorded:

Bynum: \_\_\_\_\_  
Williams: \_\_\_\_\_  
Huff: \_\_\_\_\_  
Mila: \_\_\_\_\_  
Pinkney: \_\_\_\_\_  
Siwik: \_\_\_\_\_  
Thomas: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Craig D. Burton, RDA Secretary

Budget of the Redevelopment Agency of the City of South Salt Lake for the Fiscal Year 2022-  
2023

**RESOLUTION NO. RDA \_\_\_\_\_**

**A RESOLUTION OF THE SOUTH SALT LAKE CITY REDEVELOPMENT AGENCY  
ADOPTING A REAL PROPERTY DISPOSITION POLICY**

**WHEREAS**, the South Salt Lake City Redevelopment Agency (the “**RDA**”) was created to transact the business and exercise the powers provided for in Utah Code Ann. Title 17C known as the Limited Purpose local Governmental Entities-Community Reinvestment Act (the “**Act**”); and

**WHEREAS**, the Board of Directors of the South Salt Lake Redevelopment Agency (the “**Board**”) desires to formalize policies with respect to the RDA real property disposition, and

**WHEREAS**, the Act grants the RDA powers to sell, convey, grant, gift, or otherwise dispose of any interest in real property and provide for project area development, and

**WHEREAS**, the RDA utilizes real property disposition to implement project area plans and to meet economic development goals of the South Salt Lake City general plan

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE SOUTH SALT LAKE CITY REDEVELOPMENT AGENCY, AS FOLLOWS:**

- 1. Administrative and Approval Process.** Unless otherwise designated herein, the administration and approval process for the disposition of RDA-owned real property shall be conducted in the following manner:
  - a.** The Board shall be provided reports on the status of all RDA-owned real properties, including properties actively being disposed of, as according to the reporting procedures outlined herewith
  - b.** As determined by the RDA Executive Director, RDA-owned real property may be identified as eligible for disposition and authorized to be disposed of according to the Methods of Disposition contained in this policy.
  - c.** If a satisfactory offer is received on an RDA-owned property, and the disposition terms and conditions are approved by the RDA Executive Director, RDA staff shall dispose of the real property pursuant to the RDA’s administrative procedure, unless disposition terms are required to be forward to the Board for consideration and approval of the Sales Price Protocol outlined below.
  - d.** If the disposition requires the approval of the Board, upon approval of the sales price by a majority vote of the Board, real property disposition shall be arranged pursuant to the RDA’s administrative procedures.

- e. The RDA Executive Director may enter into exclusive negotiations, options to purchase, and development agreements on all RDA-owned real property to be disposed of.
2. **Real Property Disposition Scope.** The policy applies to all real property owned by the RDA.
3. **Reporting.** Unless otherwise specified herein, RDA staff shall provide the Board with information regarding the disposition and status of RDA-owned real properties on an annual basis, by a written report or an oral briefing. The report will include an inventory of all RDA owned real property; address and description of each property; including approximant size, and zoning; description of any interim use occurring on the property; date acquired; disposition status; and approximate timeframe of potentially disposing of the property.
4. **Methods of Disposition.** Disposition of all RDA-owned real property shall comply with all applicable laws and be conducted in a competitive and transparent manner. Further, disposition methods shall support the RDA and South Salt Lake City objectives as outlined in adopted master plans, project area plans, and other adopted policies. All RDA-owned real property shall be subject to a development agreement or other mechanism to ensure compliance with the intended reuse plan proposed for the property. Unless otherwise specified herein, RDA-owned real property shall be disposed of using the following methods:
- a. **Competitively Marketed.** The RDA shall competitively market RDA-owned real property to create open, transparent exposure to the marketplace. Methods available to competitively market RDA-owned real property include the following:
    - i. Request for qualifications (RFQ) to competitively market the property through a time-limited qualification-based selection process;
    - ii. Request for proposals (RFP) to competitively market the property through a time-limited project-based selection process;
    - iii. Market property on an open-ended basis to competitively market the property through a listing with a property broker or other through other means of marketing.
  - b. **Exclusively Negotiated.** An exclusively negotiated sale of RDA-owned real property is deemed to be appropriate and effective only if at least one of the following criteria is met:
    - i. The property is landlocked;
    - ii. The sale is to an adjacent property owner(s) to facilitate meeting objectives as defined in a project area plan, or to eliminate costs related to the upkeep of the property;

- iii. The sale is to a non-profit or governmental agency for a community development or public use;
- iv. The sale of property has been competitively offered with no competitive responses received;
- v. The sale of property has previously been used as a public right of way that is no longer required for such purposes;
- vi. The exchange of property is to facilitate redevelopment objectives defined in a project area plan.

5. **Sales Price Protocol.** Unless otherwise specified herein, the RDA shall dispose of RDA-owned real property under the most advantageous terms appropriate for the Circumstances, and shall abide by the methodology outlined as follows:

- a. The sales price of all RDA-owned real property shall be at fair market value as determined by an RDA-commissioned appraisal that is based on an as-is appraisal premise. No Board approval shall be required for a sale at appraised value.
- b. RDA-owned real property may be discounted below fair market value to support the implementation of project area plans, or where it has been determined by a financial analysis, including, but not limited to a gap analysis, that demonstrates the property discount is necessary for the project to succeed. Market conditions, economic trends, costs to maintain RDA-owned real property, and public benefits relating to economic development shall be considered when determining property discounts.
- c. Property discounts are subject to approval by a majority vote of the Board if property is to be sold at a discount rate greater than 25% below the as-is appraised fair market value.

ADOPTED by the South Salt Lake City Redevelopment Agency Board on the \_\_\_\_ day of \_\_\_\_\_, 2022

SOUTH SALT LAKE CITY REDEVELOPMENT AGENCY

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Portia Mila, RDA Chair

ATTEST:

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Secretary

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE ELWAY AUTOMOTIVE GROUP.  
AND THE CITY OF SOUTH SALT LAKE REDEVELOPMENT AGENCY**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as the “MOU”) is made and entered into by and between THE ELWAY AUTOMOTIVE GROUP, whose address is 2425 East Camelback Road, Ste 1155, Phoenix AZ, 85016 (“Developer”) and THE CITY OF SOUTH SALT LAKE REDEVELOPMENT AGENCY , whose address is 220 Morris Avenue, south Salt Lake , Utah (“Agency”).

**2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the property owned by the developer containing approximately 5.52 acres located at 2280 South State Street, South Salt Lake, (the “Property”) will be developed into a retail /mix used development , which includes an automotive dealership, (the “Project”) by Developer.

**3. Term of MOU** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect for not longer than one year. This MOU may be terminated, without cause, by either party upon thirty days (30) written notice, which notice shall be delivered by hand or by certified mail to the addresses listed above.

**4. Responsibilities of Developer.** Developer shall be responsible to work with the Agency to develop the following predevelopment tasks and work product for the Project:

A. Preliminary Site Plan. Developer shall work with architects and civil engineers to prepare a Preliminary Site Plan for the Project that will include ,conceptual retail and mixed-use areas, parking areas, building envelopes, utility layouts, grading and drainage plans, ingress and egress, and internal vehicular and pedestrian routes, and the other requirements provided to the Developer from the Agency and South Salt Lake City Staff Developer will consult with the Agency and South Salt Lake City staff on the Preliminary Site Plan.

B. Entitlement Process. Developer shall be responsible to submit the required applications as provided by the Community and Development Department of South Salt Lake City, which include but are not limited to, a zoning map and ordinance amendment application, subdivision application, CUP application, and design review application. Developer agrees to pay for all costs associated to prepare the applications, and if necessary, will advance any fees required by the city to review and process the applications. Developer agrees the zoning map and ordinance amendment application will include the entire 5.52 acres Developer is aware that the entitlement process that is required for the proposed development includes planning commission and city council approval, which requires additional time and process. It is agreed by the Parties to work to accomplish the entitlement process within 6 months after the receipt of complete applications from the developer. Developer agrees that to meet this timeframe, a quick response to any City Staff requirements will be required.

C Development Proforma/Gap analysis. Developer shall prepare and submit to the Agency a financial proforma, that includes the capital investment for the project, and sufficient detail showing the costs to develop the retail portion and mixed use of the site. In addition, the developer will provide a gap analysis, that demonstrates any “ gap” in the financing of the project that would require public assistance.

5. **Responsibilities of Agency.** Agency shall be responsible for the following items pertaining to the feasibility of the Project:

A. **Entitlement Process.** The Agency shall coordinate with South Salt Lake City staff in a prompt review of the applications submitted by the Developer for the entitlement of the uses and development proposed on the property, in order to meet the time frame as described in the paragraph B, in the Developer Obligations

B. **Public Incentive.** The Agency will review the proforma and gap analysis submitted for the project. Upon verification of a gap, that requires public assistance, the Agency will negotiate with the Developer an agreement that will include the amount of the public assistance to be offered, source of the public assistance payment, and other terms and condition of the public assistance payment. The source for payment of the public assistance may include tax increment financing, or sales tax that may be generated by the development on the Property. The Agency and Developer agree to formalize the agreement for participation, within 60 days after the final review of the pro forma and verification of the gap.

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6. **General Provisions.**

A. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument and become effective when executed and signed by all parties to this MOU.

B. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Utah. The courts of the State Utah shall have jurisdiction over any action arising out of this MOU and over the parties.

D. **Entirety of Agreement.** This MOU, consisting of \_\_], pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**8. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**The Elway Automotive Group.**

\_\_\_\_\_ Date

**City of South Salt Lake City Redevelopment Agency**

\_\_\_\_\_  
Cherie Wood , Executive Director Date