



AMERICAN FORK REDEVELOPMENT AGENCY
JUNE 20, 2023
SPECIAL SESSION AGENDA

Notice of Electronic Meeting

One or more board members may be physically absent from this meeting but may participate electronically.

Notice is hereby given that the American Fork Redevelopment Agency will hold a special session on Tuesday, June 20, 2023, at City Hall, located at 31 N. Church Street, commencing at **6:45 p.m.** The agenda shall be as follows:

SPECIAL SESSION

1. Roll call.
2. Review and action on a resolution adopting the American Fork Redevelopment Agency Budget for fiscal year ending June 30, 2024.
3. Presentation and acceptance of the 2023 Redevelopment Agency Annual Report.
4. Review and action on a resolution approving an interlocal agreement with American Fork City for the Patriot Station Community Reinvestment Project Area.
5. Review and action on approval of the May 9, 2023, Redevelopment Agency minutes.
6. Review and action on approval of the June 13, 2023, public hearing minutes.
7. Adjournment.

Dated this 15th day of June 2023.

/s/Terilyn Lurker
Secretary



REQUEST FOR BOARD ACTION
REDEVELOPMENT AGENCY
JUNE 20, 2023

Department: Finance

Director Approval: *Anna Montoya*

AGENDA ITEM

Review and action on a resolution adopting the American Fork Redevelopment Agency Budget for fiscal year ending June 30, 2024.

SUMMARY RECOMMENDATION

Staff would recommend approval of the FYE June 30, 2024 budget.

BACKGROUND

The agency is required to adopt a budget by June 30, 2023. Attached is the proposed budget.

BUDGET IMPACT

See attached budget for details.

SUGGESTED MOTION

I move to approve the resolution adopting the Redevelopment Agency of American Fork budget for fiscal year ending June 30, 2024.

RESOLUTION NO. 2023-RA-__R

**A RESOLUTION ADOPTING THE AMERICAN FORK REDEVELOPMENT AGENCY
FY 2023-2024 BUDGET.**

WHEREAS, American Fork Redevelopment Agency is required by Utah State Law to adopt a balanced budget prior to June 30, 2023; and,

WHEREAS, American Fork Redevelopment Agency held a public hearing on June 13, 2023; and

WHEREAS, American Fork Redevelopment Agency has complied with all legal requirements,

NOW THEREFORE, be it resolved that the attached budget is adopted for fiscal year 2023-2024.

PASSED AND SIGNED THIS 20 DAY OF JUNE, 2023.

APPROVED:

Bradley J. Frost, Chairperson

ATTEST:

Terilyn Lurker, Secretary



RDA - Downtown Redevelopment Fund

FUND SUMMARY

The Downtown Redevelopment fund is used to enhance and promote the City's core downtown area and to account for one small business revolving loan issued by the City that is still outstanding.

DEPARTMENT BUDGET

Description	Actual 2021-22	Estimated 2022-23	Approved 2022-23	Proposed 2023-24
REVENUES				
Operating and Capital Revenues				
Miscellaneous	-	1,500	-	-
Interest Revenue	\$ (317)	\$ 2,774	\$ 500	\$ 500
Total Operating and Capital Revenues	(317)	4,274	500	500
TOTAL REVENUES	\$ (317)	\$ 4,274	\$ 500	\$ 500
EXPENDITURES				
Operating				
Professional & Technical	-	-	-	101,509
Total Operating Expenses	-	-	-	101,509
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 101,509
Downtown Redevelopment Net Revenue	(317)	4,274	500	(101,009)
Beginning Fund Balance	97,052	96,735	96,735	101,009
Ending Fund Balance	\$ 96,735	\$ 101,009	\$ 97,235	\$ -





RDA-East Side Redevelopment Agency Fund

FUND SUMMARY

The East Side RDA fund (also known as the East Main RDA fund) was created to account for the revenues and expenditures for the East Main RDA project area created December 1992. The goal of the East Main RDA project area is to incentivize the commercial and industrial development of several blocks along Main Street in American Fork where conditions of blight were determined to be present. The fund will continue to receive “haircut” monies until 2025.

DEPARTMENT BUDGET

Description	Actual 2021-22	Estimated 2022-23	Approved 2022-23	Proposed 2023-24
REVENUES				
Operating and Capital Revenues				
Tax Increment	\$ 4,653	\$ -	\$ -	\$ -
Haircut-East Side	51,826	51,520	48,859	44,081
Interest Earnings	(1,514)	5,288	763	1,000
Total Operating and Capital Revenues	54,965	56,808	49,622	45,081
TOTAL REVENUES	\$ 54,965	\$ 56,808	\$ 49,622	\$ 45,081
EXPENDITURES				
Operating				
Haircut Expenditures	\$ -	\$ -	\$ -	\$ 45,081
Total Operating Expenses	-	-	-	45,081
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ 45,081
East Side RDA Fund Net Revenue	54,965	56,808	49,622	-
Beginning Fund Balance	94,199	149,164	149,164	205,972
Ending Fund Balance	\$ 149,164	\$ 205,972	\$ 198,786	\$ 205,972





RDA-Business Park Redevelopment Fund

FUND SUMMARY

The Business Park RDA fund (also known as the North Valley RDA fund) was created to account for the revenues and expenditures of the North Valley RDA Project Area created September 1987. The goal of the North Valley RDA project area is to incentivize the commercial and industrial development along I-15 in American Fork. The fund will receive tax increment revenue through fiscal year 2019, and haircut monies through fiscal year 2026.

DEPARTMENT BUDGET

Description	Actual 2021-22	Estimated 2022-23	Approved 2022-23	Proposed 2023-24
REVENUES				
Operating and Capital Revenues				
Haircut	\$ 317,147	\$ 275,128	\$ 324,039	\$ 320,943
Interest Earnings	(26,772)	80,364	33,798	30,000
Total Operating and Capital Revenues	290,375	355,492	357,837	350,943
TOTAL REVENUES	\$ 290,375	\$ 355,492	\$ 357,837	\$ 350,943
EXPENDITURES				
Operating and Capital Revenues				
Haircut Expenditures	-	-	357,837	350,943
	-	-	357,837	350,943
TOTAL EXPENDITURES	\$ -	\$ -	\$ 357,837	\$ 350,943
Business Park RDA Fund Net Revenue	290,375	355,492	-	-
Beginning Fund Balance	2,392,310	2,682,685	2,682,685	3,038,177
Ending Fund Balance	\$ 2,682,685	\$ 3,038,177	\$ 2,682,685	\$ 3,038,177





EDA-Egg Farm Economic Development Area

FUND SUMMARY

The Egg Farm EDA Fund was created to account for the revenues and expenditures of the Egg Farm EDA project area created in September 2000. The goal of the Egg Farm EDA project area is to incentivize the commercial and industrial development of a former chicken farm in American Fork City. The fund will receive tax increment revenue through fiscal year 2028, depending on when minimum tax increment levels are reached. It is important to note that 20 percent of tax increment received must go towards affordable housing projects in the state of Utah.

DEPARTMENT BUDGET

Description	Actual 2021-22	Estimated 2022-23	Approved 2022-23	Proposed 2023-24
REVENUES				
Operating and Capital Revenues				
Tax Increment	\$ 795,601	\$ 761,299	\$ 830,971	\$ 622,406
Tax Increment - Housing	198,900	190,325	207,743	155,602
Interest Earnings	(22,650)	62,782	8,535	10,000
Total Operating and Capital Revenues	971,851	1,014,406	1,047,249	788,008
TOTAL REVENUES	\$ 971,851	\$ 1,014,406	\$ 1,047,249	\$ 788,008
EXPENDITURES				
Operating				
Administrative Expenses	\$ 9,025	\$ 10,928	\$ 14,571	\$ 23,593
Total Operating Expenses	9,025	10,928	14,571	23,593
Capital				
Storm Drain Improvements	-	-	-	589,671
860 E Reconstruction	6,017	-	-	-
Widening of 1500 South	-	-	-	1,174,918
Widening of 1100 South	54,631	1,138,960	1,138,960	727,355
Total Capital Expenditures	60,648	1,138,960	1,138,960	2,491,944
Transfers Out				
Transfer to General Fund	51,828	35,617	35,617	15,807
Transfer to Culinary Water Fund	204,965	190,325	202,470	155,602
Total Transfers Out	256,793	225,942	238,087	171,409
TOTAL EXPENDITURES	\$ 326,466	\$ 1,375,830	\$ 1,391,618	\$ 2,686,946
Egg Farm EDA Fund Net Revenue	645,385	(361,424)	(344,369)	(1,898,938)
Beginning Fund Balance	1,614,977	2,260,362	2,260,362	1,898,938
Ending Fund Balance	\$ 2,260,362	\$ 1,898,938	\$ 1,915,993	\$ -





CRA-Patriot Station Community Reinvestment Area

FUND SUMMARY

The Patriot Station CRA Project Area Plan was drafted in October 2018 to define the method and means of transit oriented development (TOD) around the vicinity of the American Fork FrontRunner Station. Future development within the Project Area includes proposed high and medium density multi-family housing and the creation of space for offices and commercial businesses, including numerous infrastructure and improvements to capture the vision and density of the anticipated transit oriented development.

DEPARTMENT BUDGET

Description	Actual 2021-22	Estimated 2022-23	Approved 2022-23	Proposed 2023-24
REVENUES				
Tax Increment	\$ -	\$ -	\$ 558,029	\$ 1,271,800
Tax Increment - Housing	-	-	139,507	354,162
Tax Increment - Administration	-	-	-	85,577
Interest Earnings	-	842,960	-	300,000
Debt Proceeds	-	31,736,067	-	-
TOTAL REVENUES	\$ -	\$ 32,579,027	\$ 697,536	\$ 2,011,539
EXPENDITURES				
Operating				
Administrative Expenses	\$ 24,598	\$ 16,700	\$ 15,000	\$ 85,577
Low/Moderate Income Housing	-	-	139,507	354,162
Total Operating Expenses	24,598	16,700	154,507	439,739
Capital				
200 South Construction	-	-	-	28,251,000
Total Capital Expenditures	-	-	-	28,251,000
Debt Service				
2022 Redevelopment Bonds	-	2,009,321	-	2,008,850
Trustee Fees	-	1,500	-	1,500
Cost of Issuance	-	267,750	-	-
Total Debt Service Expenditures	-	2,278,571	-	2,010,350
Transfers Out				
Transfer to General Capital Projects Fund	-	312,000	349,630	-
Transfer to Road Impact Fee Fund	-	457,000	-	-
Transfer to Culinary Water Impact Fee Fund	-	64,000	-	-
Transfer to PI Impact Fee Fund	-	47,000	-	-
Transfer to Sewer Impact Fee Fund	-	60,000	-	-
Transfer to Storm Drain Impact Fee Fund	-	72,000	-	-
Total Transfers Out	-	1,012,000	349,630	-
TOTAL EXPENDITURES	\$ 24,598	\$ 3,307,271	\$ 504,137	\$ 30,701,089
Patriot Station CRA Fund Net Revenue	(24,598)	29,271,756	193,399	(28,689,550)
Beginning Fund Balance	(176,699)	(201,297)	(201,297)	29,070,459
Ending Fund Balance	\$ (201,297)	\$ 29,070,459	\$ (7,898)	\$ 380,909



REQUEST FOR BOARD ACTION
REDEVELOPMENT AGENCY
JUNE 20, 2023

Department: Finance

Director Approval: *Anna Montoya*

AGENDA ITEM

Presentation and acceptance of the 2023 Redevelopment Agency Annual Report.

SUMMARY RECOMMENDATION

Staff would recommend approval of the annual report.

BACKGROUND

Each year the American Fork Redevelopment Agency Board is required by Utah Law to compile a detailed analysis of the year's Redevelopment Agency Project Areas, accomplishments, finances, projects created/completed, and jobs created, as well as summarizing other economic impacts relevant to the City and other taxing entities that levy property taxes within the project areas. These reports are required to be approved and submitted to the Utah Governor's Office of Economic Opportunity on or before June 30.

Two active project areas are the Egg Farm Economic Development Area and the Patriot Station Community Reinvestment Area. The 1100 South widening project is in the Egg Farm EDA and the Patriot Station CRA has is set to receive its first tax increment this tax year.

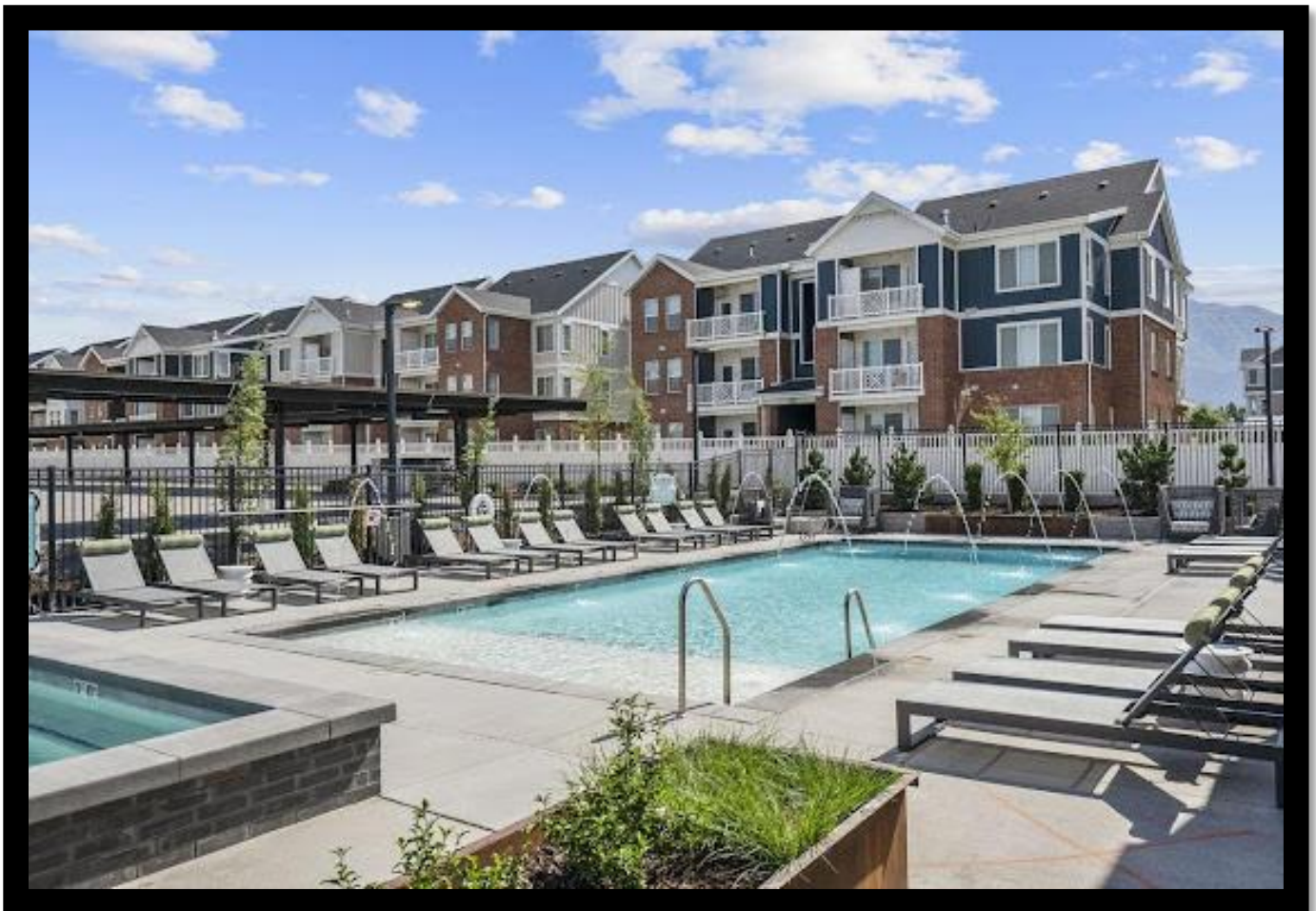
SUGGESTED MOTION

I move to accept the 2023 Redevelopment Agency Annual Report.

REDEVELOPMENT AGENCY (RDA) ANNUAL REPORT



2023



REDEVELOPMENT AGENCY

The American Fork City Redevelopment Agency (“Agency”) is pleased to present this RDA Annual Report. Agency staff have prepared this report, which fulfills the requirements outlined in Utah Code 17C-1-603. The report provides information relating to the Agency’s three project areas, including the East Main Redevelopment Project Area, North Valley Redevelopment Project Area, and Egg Farm Economic Development Area. In addition, the Agency recently approved the Patriot Station Community Reinvestment Area, which will be triggered to start in fiscal year 2024.

Beginning in 2022, the annual RDA report will be disseminated only to the Governor’s Office of Economic Opportunity and will be due on or before June 30th of each calendar year. Although the last several years have been full of economic uncertainty, the Agency has been successful in its efforts to support development and growth within American Fork City.



Staff

Agency Chair

Brad Frost, Mayor

Executive Director

David Bunker, City
Administrator

Board of Directors

Kevin Barnes
Staci Carroll
Ryan Hunter
Rob Shelton
Clark Taylor

Development Services

Director

Patrick O’Brien

Finance Director

Anna Montoya

EAST MAIN RDA PROJECT AREA

History

The East Main RDA Project Area was created in December 1992 and is governed by the “Redevelopment Plan for the East Main Street Redevelopment Area” dated December 8, 1992. This document defines the duration and use of property tax generated within the Project Area as well as conditions and obligations by the Agency and each participating tax entity. As the East Main RDA Project Area was created prior to 1993, a taxing entity committee was not established for this Project Area.

The purpose of the East Main RDA Project Area is the incentivizing of commercial and industrial development of several blocks along Main Street in American Fork where conditions of blight were determined to be present. This includes the elimination of flood hazard potential and other physical constraints, as well as other factors that act as a deterrent to proper development. Also intended is the construction of various infrastructure improvements, including streets, utilities, drainage systems, and landscaping. These improvements are intended to be done in such a way as to serve the needs of the future occupants of the Project Area, as well as the general public. It is also intended that the creation of the Project Area will eliminate the potential for fragmented development and instead foster the timely and coordinated efforts for the commercial and industrial development of the area.

The Project Area lies entirely within American Fork City and includes approximately 26.27 acres of property located along Main Street, consisting of portions of blocks 12, 13, 16, and 17 of Plat A of the American Fork City Survey of Blocks and adjacent public streets, which lie next to the traditional central business area of the City. The Project Area contains a mixture of land use types, including industrial, retail service and commercial. However, a significant area of the Project Area was vacant at inception. 98.4 percent of the 26.27 acres are now developed.



EAST MAIN RDA PROJECT AREA

Financial Report

Change in Margin Value

Base Year: 1992

Base Taxable Value: \$5,621,532

Expiration Year: 2018 (Extended to 2025)

2022 Assessed Value: \$26,688,816

2023 Estimated Assessed Value: \$28,080,880

Percent Change in Marginal Value:

Avg Marginal Change (2019-2023): 13.35%

Annual Marginal Change (2022-2023): 6.61%

Tax Increment Revenue Historical Receipts of Project Area Funds Per Tax Year:

2018: \$40,825

2019: \$41,712

2020: \$40,103

2021: \$40,709

2022: \$41,438

Description of Development

Developed Acreage: 25.84

Undeveloped Acreage: .43

Purpose: Commercial and Industrial Development

Project Area Budget

The project area will generate 100% of additional
Tax Increment Revenues through 2025.

Collection period: 1994-2025

Number of tax years remaining: 3

Authorized funds to be received by Agency for
2023: \$48,818

Agency's project area funds for 2024: \$45,081

Authorized Administrative Costs per 17C-1-409:

Percentage: 5%

Dollar Amount: \$2,254

Notable Development and Future Projects



The East Main RDA Project Area was created with the intent of incentivizing commercial and industrial development in American Fork City. The project area does not contain any residential units and none of the area is made up of residential development. Various infrastructure improvements have been completed in the Project Area to date, including improvement of roadways and intersections, culinary water supply, sewer system, landscaping, utilities, and facilities for the disposal of excess groundwater.

Development in the Project Area has consisted of the construction of several commercial and industrial establishments, including several fast-food restaurants and retail stores. Recent improvements also include the rebuilding of 300 East and Main Street throughout the Project Area.

The Main Street/State Street intersection at 300 East was relocated to improve traffic flow through the project area. A signal light was also constructed at 300 East Main. A Swig Drive Thru was



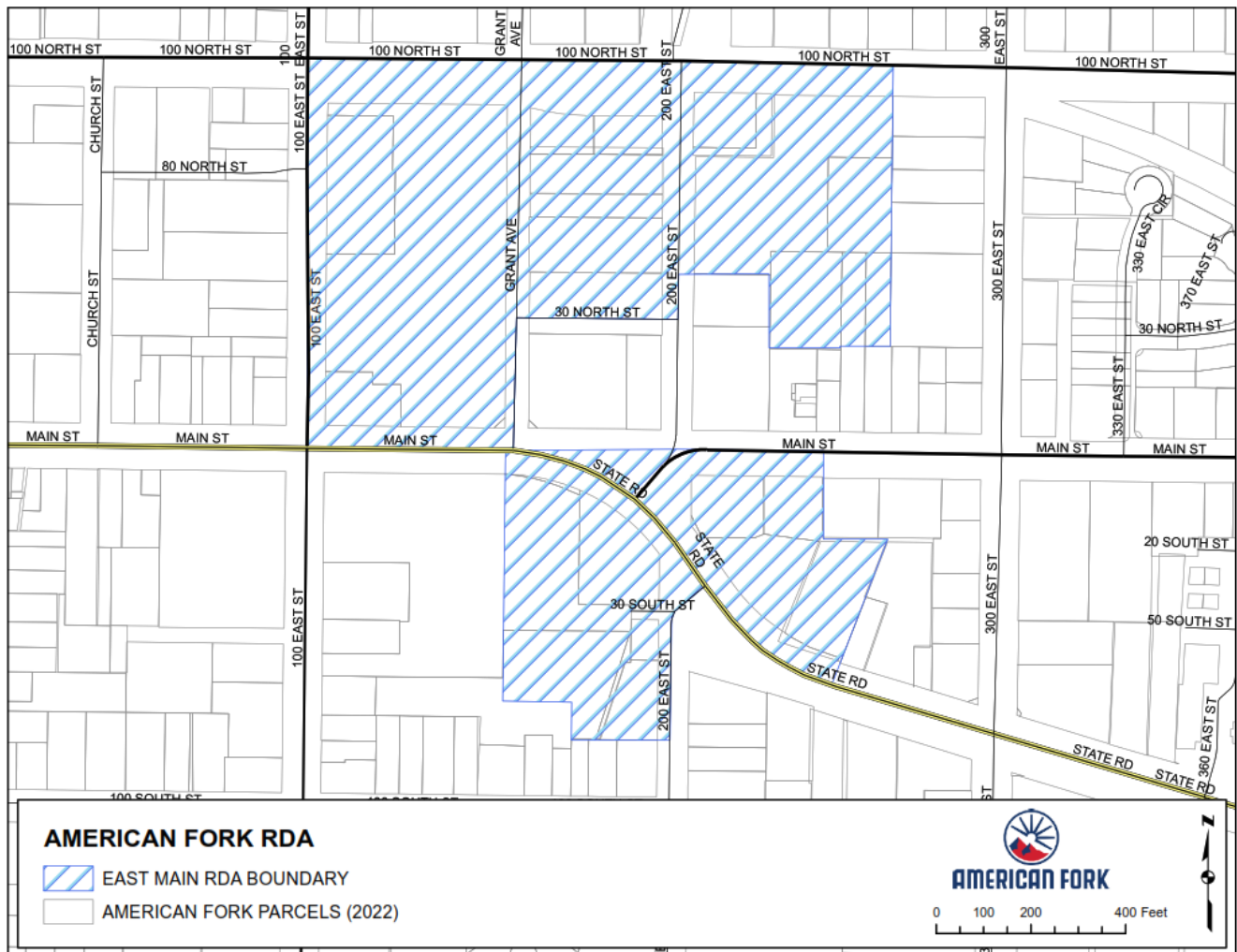
EAST MAIN RDA PROJECT AREA

constructed in the existing Fresh Market parking lot, which was recently changed to Macey's Grocery. Gourmandise restaurant recently opened in the project area, replacing a former Burger King.

Project Area Funds by Taxing Entity

Taxing Entity	2022 Increment Revenue	2023-2025 Increment Revenue
Utah County	\$12,120	\$42,813
American Fork City	23,194	82,228
North Utah County Water Conservancy District	220	775
Central Utah Water Conservancy District	5,904	20,637
Total	\$41,438	\$146,453

Project Area Map



NORTH VALLEY RDA PROJECT AREA

History

The North Valley RDA Project Area was created in September 1987 and is governed by the “Redevelopment Plan for the North Valley Redevelopment Area” dated September 22, 1987. This document defines the duration and use of property tax generated within the Project Area as well as conditions and obligations by the Agency and each participating tax entity. As the North Valley RDA Project Area was created prior to 1993, a taxing entity committee was not established for this Project Area.

The purpose of the North Valley RDA Project Area is the incentivizing of commercial and industrial development along I-15 in American Fork. This includes the elimination of those factors that contribute to a condition of blight, reduction of the flooding and high ground water condition, and construction of various infrastructure improvements, including streets, utilities, drainage systems, and landscaping. As in the other Project Areas, these improvements are intended to be done in such a way as to serve the needs of the future occupants of the Project Area, as well as the general public. It is also intended that the creation of the Project Area will eliminate the potential for fragmented development and instead foster the timely and coordinated efforts for the commercial and industrial development of the area.

The Project Area lies entirely within American Fork City and includes approximately 99 acres of property located along the east side of I-15 from approximately 620 South to 1100 South. The Project Area is zoned for both commercial and industrial use.



NORTH VALLEY RDA PROJECT AREA

Financial Report

Change in Margin Value

Base Year: 1986

Base Taxable Value: \$6,282,698

Expiration Year: 2019 (Extended to 2026)

2022 Assessed Value: \$130,970,710

2023 Estimated Assessed Value: \$143,834,668

Percent Change in Marginal Value:

Avg Marginal Change (2019-2023): 10.2%

Annual Marginal Change (2022-2023): 10.3%

Tax Increment Revenue Historical Receipts of Project Area Funds Per Tax Year:

2018: \$599,705

2019: \$320,739

2020: \$299,846

2021: \$303,818

2022: \$260,326

Description of Development

Developed Acreage: 85.76

Undeveloped Acreage: 13.47

Purpose: Commercial and Industrial Development

Project Area Budget

The project area will generate 75% of additional
Tax Increment Revenues through 2026.

Collection period: 1995-2026

Number of tax years remaining: 4

Authorized funds to be received by Agency for
2023: \$288,731

Agency's project area funds for 2024: \$350,943

Authorized Administrative Costs per 17C-1-409:

Percentage: 5%

Dollar Amount: \$17,547

Notable Development and Future Projects

The North Valley RDA Project Area was created with the intent of incentivizing commercial and industrial development in American Fork City. The project area does not contain any residential units and 0 percent of the area is made up of residential development. Development projects have included various infrastructure improvements and the construction of several commercial and industrial establishments, including several fast-food restaurants and retail stores.



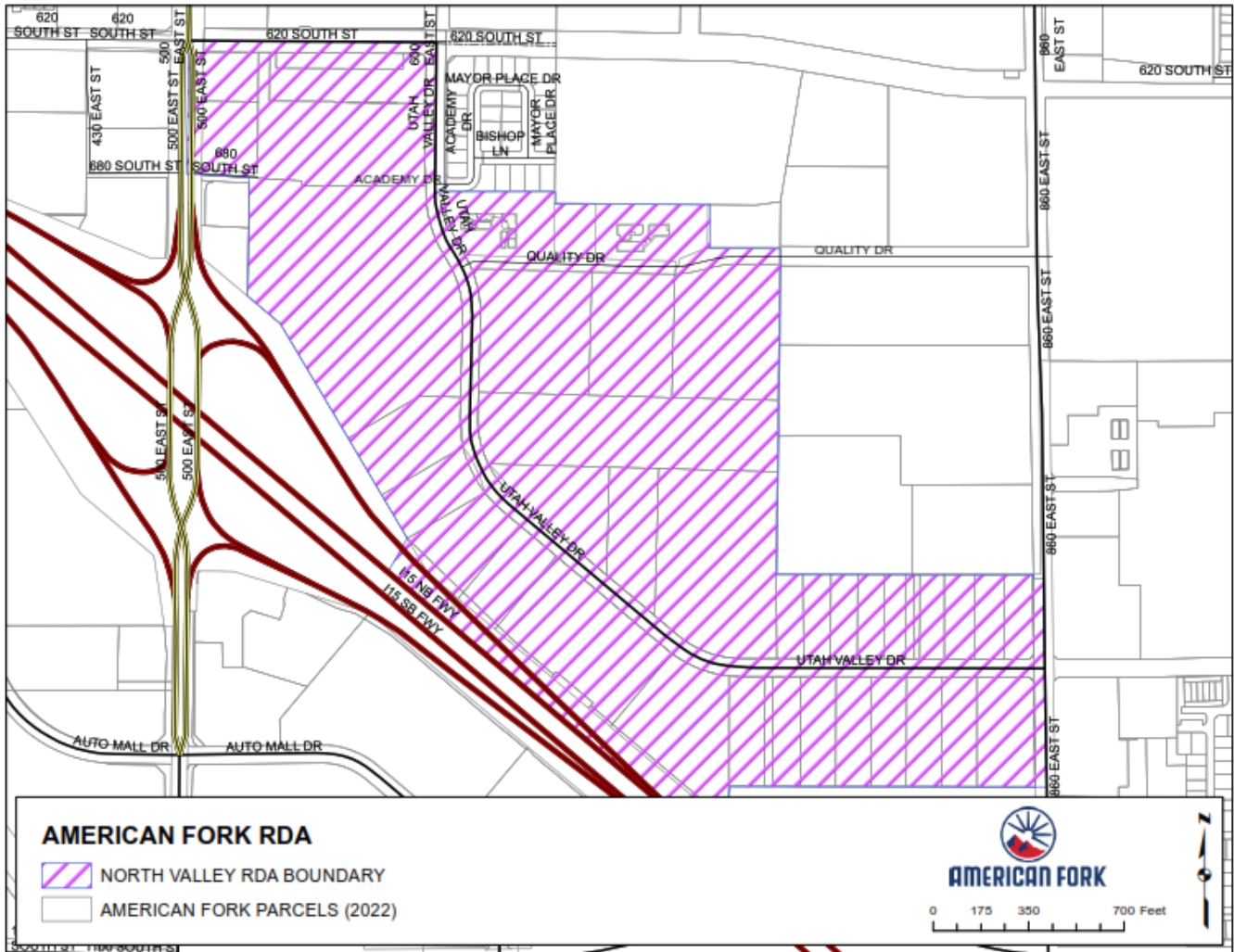
Growth within the Project Area has also had a positive impact on development in the surrounding areas. Development in recent years in the areas adjacent to the Project Area include DOMO, Built Bars, Thermoworks (industrial), Harrington Hollow Subdivision (residential), and Sporkland (commercial office space). In addition, recent construction just north of the Project Area is the Easton Park apartment and townhome development which includes 335 units and a 7-acre park.

NORTH VALLEY RDA PROJECT AREA

Project Area Funds by Taxing Entity

Taxing Entity	2022 Increment Revenue	2023-2026 Increment Revenue
Utah County	\$76,140	\$337,626
American Fork City	145,713	648,397
North Utah County Water Conservancy District	1,382	6,109
Central Utah Water Conservancy District	37,091	162,793
Total	\$260,326	\$1,154,925

Project Area Map



EGG FARM EDA PROJECT AREA

History

The Egg Farm EDA Project Area was created on October 17, 2000 and is governed by the “Egg Farm Economic Development Plan” dated September 8, 2000 as well as the “Official Amended Project Area Budget” dated October 24, 2013. These documents define the duration and use of property tax generated within the Project Area as well as conditions and obligations by the Agency and each participating tax entity.

The purpose of the Egg Farm EDA Project Area is the incentivizing of commercial development in American Fork City, including the attraction of major employers and developers willing to invest private capital into new businesses which will provide additional jobs and broaden the tax base of the community. This commercial development in the Project Area is to be facilitated through the following actions:



- Remove impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels necessary for economic development served by improved public utilities, infrastructure improvements, and new public or private facilities.
- Promote and market the Project Area for economic development complimentary to existing businesses and industries or enhance the economic base of the City through diversification.
- Provide utilities, streets, curbs, sidewalks, parking areas, landscape areas, and other infrastructure improvements as appropriate and as necessary.
- Provide improved public streets and road access to and within the Project Area to facilitate better traffic and pedestrian circulation, reduce traffic hazards, and to promote air quality.
- Ensure compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of economic activity for the City.

The Project Area was originally intended to draw property tax increment beginning with the taxes collected in 2004 and remitted to the Agency in 2005 and continue for 24 years with the final tax increment being collected in 2027 and remitted to the Agency in 2028. However, the Project Area Budget was amended in 2013 and currently includes a provision outlining that the Project Area will receive tax increment for 24 years or until the total tax increment received by the Agency after tax year 2012 reaches a cap of \$9,262,291, whichever occurs first. Since tax year 2012, a total of \$9,049,093 in tax increment has been remitted to the Agency through tax year 2022, leaving \$213,198 to be paid to the Agency before the cap is reached. It is currently projected that the cap will be reached with increment paid to the Agency in fiscal year 2024 (for taxes collected in tax year 2023 at a participation rate of 75%) and that the Project Area will expire at that time.

EGG FARM EDA PROJECT AREA

Financial Report

Change in Margin Value

Base Year: 1999

Base Taxable Value: \$705,802

Expiration Year: 2028

2022 Assessed Value: \$160,941,449

2023 Estimated Assessed Value: \$177,359,323

Percent Change in Marginal Value:

Avg Marginal Change (2019-2023): 7.6%

Annual Marginal Change (2022-2023): 10.2%

Tax Increment Revenue Historical Receipts of Project Area Funds Per Tax Year:

2017: \$902,050

2018: \$966,585

2019: \$948,506

2020: \$988,764

2021: \$981,648

Description of Development

Developed Acreage: 79.18

Undeveloped Acreage: 12.13

Purpose: Commercial Development

Project Area Budget

The project area will generate 75% of additional
Tax Increment Revenues through 2028.

Collection period: 2005-2028

Number of tax years remaining: 6

Authorized funds to be received by Agency for
2023: \$990,036

Agency's project area funds for 2024: \$213,198

Authorized Administrative Costs per 17C-1-409:

Percentage: 5%

Dollar Amount: \$10,660

Notable Development and Future Projects

The Egg Farm EDA Project Area was created with the intent of incentivizing commercial development in American Fork City. The project area does not contain any residential units and none of the area is made up of residential development. The financing of infrastructure improvements has spurred the development of the North Pointe Business Park, which has housed some of the first high-tech businesses in northern Utah County. This development has served as a magnet for other high-tech companies in the valley. Several office warehouse buildings have been constructed, including spaces equivalent to 200,000 and 100,000 square feet. Other planned improvements in the Project Area, and their associated costs, to the extent that sufficient tax increment funds are available are outlined as follows:

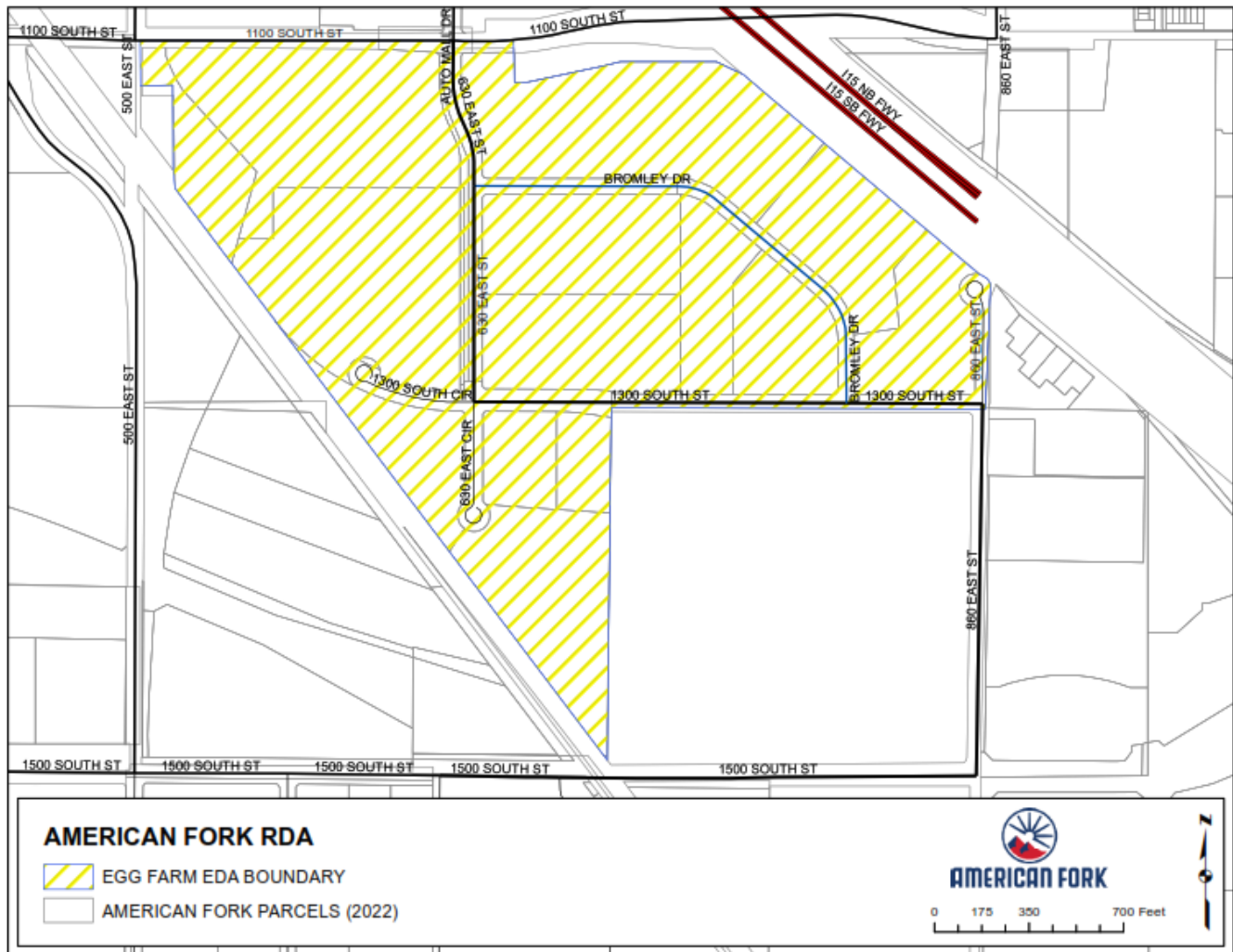
CAPITAL IMPROVEMENTS WITHIN THE PROJECT AREA		
Priority	Project	Cost
1	Property Purchase	\$393,000
2	Reconstruction of 860 East	500,000
3	Widening of 630 East	250,000
4	Widening of 1300 East	360,000
5	Widening of 1100 South	1,643,987
6	Widening of 1500 South	2,986,066
7	Culinary water line 16" pipe	192,664
8	Pressurized irrigation 12" pipe	142,768
9	Storm drain pipe	589,671

EGG FARM EDA PROJECT AREA

Project Area Funds by Taxing Entity

Taxing Entity	2004-2021 Increment Revenue	2022 Increment Revenue	2023-2026 Increment Revenue
Utah County	\$898,523	\$79,715	\$15,259
Alpine School District	8,575,566	660,033	145,630
American Fork City	2,615,981	152,557	44,425
North Utah County Water Conservancy District	25,794	1,447	438
Central Utah Water Conservancy District	438,480	38,833	7,446
Total	\$12,554,342	\$932,585	\$213,198

Project Area Map



PATRIOT STATION CRA PROJECT AREA

History

The Patriot Station CRA Project Area was created on January 14, 2020 and is governed by the “Amended Patriot Station Community Reinvestment Area Plan” as well as the “Amended Project Area Budget” both dated March 31, 2022. These documents define the duration and use of property tax generated within the Project Area as well as conditions and obligations by the Agency and each participating tax entity.

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). Pursuant to the



provisions of §17C-5-103 of the Act, the governing body of the Agency adopted a resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on May 10, 2016 and the Agency's board again adopted a revised resolution on October 22, 2019 altering the borders of the original resolution and further adopting a revised resolution on June 21, 2022.

The area surrounding the American Fork Front Runner Station provides an opportunity to accommodate new office, commercial, and residential opportunities in the American Fork. New developments will create new high paying jobs and increase the tax base to the City, County, and State of Utah.

Furthermore, this specific area was selected due to its proximity to the FrontRunner Station. The City and Agency desire to transform the area into a true transit-oriented development. Doing this would bring extensive benefits to the Agency, City, and Region. Dense, walkable, mixed-use development near transit attracts people and adds to vibrant, connected communities. Convenient access to the FrontRunner will foster development and encourage citizens to use affordable public transportation.

Additional benefits to the area and region may include, but are not limited to:

- Increased ridership and associated revenue gains for transit systems
- A larger supply of higher density affordable housing
- Economic returns to surrounding landowners and businesses
- Congestion relief and associated environmental benefits
- Improved safety for pedestrians and cyclists through non-motorized infrastructure
- Incorporation of public and private sector engagement and investment

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and housing opportunities. The increased revenues will come from the

PATRIOT STATION CRA PROJECT AREA

property values associated with new construction in the area, as well as increased land values that may occur, over time, in the area generally. Once the residential component is completed, the project area will include about 1,800 newly built residential housing units. These units are planned to be medium and high-density housing, increasing the affordable housing options within the City.

Financial Report

Change in Margin Value

Base Year: 2019

Base Taxable Value: \$24,541,352

Expiration Year: 20 Year Life from year of first tax increment received.

2022 Assessed Value: Unknown

2023 Estimated Assessed Value: \$281,978,508

Percent Change in Marginal Value:

Marginal Change (2018-2023): N/A

Annual Marginal Change (2022-2023): N/A

Tax Increment Revenue Historical Receipts of Project Area Funds Per Tax Year:

The Agency triggered tax increment on January 1, 2023, which allows the first tax increment payment year to be in 2024.

Notable Development and Future Projects

The Agency will be offering an affordable housing pilot program in this Project Area for employees of Alpine School District, Utah County Sheriff's Office, and Police Officers in the American Fork Police Department. The Agency pledges to contribute up to \$7.6 million in rent or down payment assistance over the life of the project to help employees who are in low to moderate income ranges.

The majority of tax increment (74.3%) will be used to facilitate the creation of a true TOD, meaning higher density and a "live, work, and play" environment for residents,

Description of Development

Total Acreage: 435 acres

Developed Acreage: unknown

Undeveloped Acreage: unknown

Purpose: Residential, Commercial Development

Project Area Budget

The project area will generate 60% of additional Tax Increment Revenues through 2043.

Anticipated Collection period: 2024-2043

Number of tax years remaining: 20

Authorized funds to be received by Agency for 2023: none

Agency's project area funds for 2024: \$1,711,539

Authorized Administrative Costs per 17C-1-409:

Percentage: 5%

Dollar Amount: \$85,577

CONCEPTUAL VIEW TOWARD AMERICAN FORK STATION



No funds have been received as of this report date.

AMERICAN FORK RDA

 PATRIOT STATION CRA BOUNDARY

 AMERICAN FORK PARCELS (2022)

AMERICAN FORK

0 305 610 1,220 Feet

Map showing the American Fork River, various streets (Main St, South St, West St), and the location of the American Fork River Delta (RDA). The map includes a legend, a scale bar, and a north arrow.



REQUEST FOR BOARD ACTION
REDEVELOPMENT AGENCY
JUNE 20, 2023

Department: Finance

Director Approval: *Anna Montoya*

AGENDA ITEM

Review and action on a resolution approving an interlocal agreement with American Fork City for the Patriot Station Community Reinvestment Project Area.

SUMMARY RECOMMENDATION

Staff would recommend approval of the resolution approving an interlocal agreement with American Fork City.

BACKGROUND

American Fork City has prepared the Patriot Station Community Reinvestment Project area plan and budget. The Patriot Station CRA plan is a result of a comprehensive evaluation of the type of appropriate land use which will enable sustainable growth and economic development. The project budget will fund improvements along 200 South including installation of utilities, right of way acquisition, and landscaping features. The project will also include community gathering areas and civic space areas.

BUDGET IMPACT

See Patriot Station CRA Area Plan and Budget.

SUGGESTED MOTION

I move to approve the resolution approving an interlocal agreement with American Fork City for the Patriot Station Community Reinvestment Project..

RESOLUTION NO. 2023-RA-___R

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN AMERICAN FORK CITY REDEVELOPMENT AGENCY AND AMERICAN FORK CITY REGARDING THE PATRIOT STATION COMMUNITY REINVESTMENT AREA.

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

WHEREAS, the American Fork City Redevelopment Agency (the “Agency”) and American Fork City (the “City”) are public agencies for purposes of the CRA Act; and

WHEREAS, after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the City; and

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

NOW THEREFORE, BE IT RESOLVED BY THE REDEVELOPMENT AGENCY OF AMERICAN FORK CITY, THAT THE FOLLOWING RESOLUTION BE ADOPTED AS FOLLOWS:

1. The Interlocal Agreement between the Agency and American Fork City attached hereto as Exhibit A, is approved and shall be executed for and on behalf of the Agency.
2. Pursuant to Section 11-13-202.5 of the Interlocal Cooperation Act, the Interlocal Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.
3. The Interlocal Agreement shall be effective immediately upon execution.
4. This resolution shall take effect upon adoption.

SO RESOLVED AND ADOPTED THIS 20th DAY OF JUNE 2023.

ATTEST:

AMERICAN FORK CITY REDEVELOPMENT AGENCY
BRADLEY J. FROST, CHAIRMAN

TERILYN LURKER, SECRETARY

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this _____, day of _____, 2023 by and between the **AMERICAN FORK CITY REDEVELOPMENT AGENCY**, a community reinvestment agency and political subdivision of the State of Utah (the "Agency"), and **AMERICAN FORK CITY**, a political subdivision of the State of Utah (the "City"), in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency is operating under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the UCA (the "Act"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting American Fork City (the "City") in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements and investments which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its residents; and

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

C. **WHEREAS**, the Agency has established the PATRIOT STATION COMMUNITY REINVESTMENT PROJECT AREA (the "Project Area") within the vicinity of the American Fork Station, generally to east of 7400 West/900 East, to the west of 700 West, and to the north and south of 200 South/7750 North. The southernmost portion of the Project Area extends roughly 0.6 miles south of 200 South/7750 North, as outlined in Exhibit "A" (the "Property"), through the adoption of the Patriot Station Amended Project Area Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "B" attached hereto along with any amendments is incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains mostly vacant and underutilized land, which is anticipated to include more developments, with encouragement and planning by the Agency, such as office, high density multi-family housing, hotel, mixed use, and park and ride developments. The Agency may enter into one or more participation agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of approximately \$179,000 per year in property taxes for the various taxing entities, including the City, the County, Alpine School District (the "School District"), the North Utah County Water Conservancy District (the "North Water District"), and the Central Utah Water Conservancy District (the "Central Water District") with only approximately \$28,300 being generated annually for the City; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property tax increment produced by the Project Area for the City, County, the School District, the North Water District, and the Central Water District are projected to total approximately \$4.81 million per year, with \$761.4 thousand going to the City; and

G. **WHEREAS**, the Agency has requested the City, the County, the School District, the North Water District, and the Central Water District to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for 20 years specified portions of the increased property tax (i.e., Tax Increment,) which will be generated by the Project Area; and

H. **WHEREAS**, it is in the best interest of the residents of the City for the City to remit such payments to the Agency to permit the Agency to leverage private development within the Project Area; and

I. **WHEREAS**, the Agency has pledged to set aside sufficient funds to create an affordable housing ownership assistance program to aid Alpine School District, Utah County Sheriff, and American Fork City public safety employees who fall in the low to moderate income pay ranges to obtain ownership of affordable housing in the Project Area; and housing ownership assistance program to aid Alpine School District, Utah County Sheriff, and American Fork City public safety employees who fall in the low to moderate income pay ranges to obtain ownership of affordable housing in the Project Area; and

J. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and Budget; and

K. **WHEREAS**, the Agency adopted the American Fork City Community Reinvestment Amended Project Area Budget (the "Project Area Budget"), a copy of which is attached as **Exhibit "C"** along with any amendments is incorporated herein by this reference, which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area; and

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

NOW, THEREFORE, the parties agree as follows:

I. **Additional Tax Revenue**. The City has determined that significant additional property tax revenue (i.e., Tax Increment, as defined by the Act) will likely be generated by the development of public amenities within the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the

foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The City has determined that it is in the best interest of its residents to pay or distribute specified portions of its Tax Increment to the Agency in order for the Agency to support the construction of public amenities and other development related costs interest of its residents to pay or distribute specified portions of its Tax Increment to the Agency in order for the Agency to support the construction of public amenities and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and amended from time to time.

3. **Affordable Housing Assistance Pilot Program.** The Agency has agreed to set aside up to Seven Million Six-Hundred Thousand Dollars (\$7,600,000) in Tax Increment generated funding to aid Alpine School District, Utah County Sheriff, and American Fork City public safety employees with rent or down payment assistance and \$1.6 million to administer the affordable housing program. These employees must live within or relocate to live within the Project Area and fall within established low to moderate income guidelines. Applicants of the program must also show proof annually of continued employment with Alpine School District, Utah County Sheriffs Office, or American Fork Public Safety. Further guidelines of the affordable housing assistance pilot program can be found in a separate governing document.

The Agency and the City have agreed that the portion of the funding set aside for the affordable housing assistance pilot program through specified portions of the County's Tax Increment will be used exclusively for down payment assistance to purchase housing in the Project Area.

4. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be tax year 2019, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2019 Utah County assessment rolls for all property located within the Project Area (which is currently estimated to be approximately Twenty-Six Million Three-Hundred Thousand Dollars (\$26,300,000) but is subject to final adjustment and verification by the County and Agency).

5. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreements with one or more participants which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant(s)'s meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance

with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies, and such other performance measures as the Agency may deem appropriate.

6. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the City to the Agency shall be determined by the Agency, but the Agency will trigger the Project Area for collection no later than by March 1, 2026. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Twenty. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Utah County Auditor's office.

7. **Total Payment to Agency.** The City shall authorize the County to remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Twenty, 60%, or once the Agency collects a maximum cumulative dollar amount of the Tax Increment from the Project Area of Sixty-Five Million Dollars (\$65,000,000) as specified in the Project Area Budget, of the annual Tax Increment generated from within the Project Area, including the real (i.e., building, land, and fixtures), personal, and centrally assessed property within the Project Area.

The Agency and the City also agree that the City's portion of the Tax Increment from the Project Area shall be used exclusively to fund infrastructure improvements within the Project Area.

8. **Property Tax Increase.** This Agreement provides for the payment of the increase in real property, personal property, and centrally assessed property taxes collected from the Project Area by the County acting as the tax collection agency for the City. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the City, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.

9. **Prohibition of Reduction of Funds by Taxing Entities.** As required by Utah Code Section 17C-5-204(6), this Agreement prohibits the City from proportionately reducing the amount of Project Area funds the City consents to pay to the Agency by the amount of any direct expenditures the City makes within the Project Area for the benefit of the Project Area or the Agency.

10. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County acting as the tax collecting agency for the City. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County, on behalf of the City on an annual basis.

11. **Authority to Bind.** Each individual executing this Agreement represents and warrants that

such person is authorized to do so, and that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

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

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

If to American Fork City:
Attn: City Administrator
51 E Main Street
American Fork, Utah 84003
Phone: (801) 763-3000

If to Agency:
American Fork City Redevelopment Agency
Attn: Agency Board
51 E Main Street
American Fork, Utah 84003
Phone: (801) 763-3000

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

14. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. This Agreement and its exhibits constitute the entire

agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete, and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations, and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

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

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

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

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

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

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

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

22. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the

County or the City cannot pay and/or that the Agency cannot receive payments of the Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment to developers shall be reduced or eliminated accordingly, the Agency, and the City shall take such steps as are reasonably required to not permit the payment and/or receipt of the Tax Increment to be declared invalid.

23. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

24. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty or according to the sunset provision in the Project Area Budget "or once the Agency collects a maximum cumulative dollar amount of property tax increment from the Project Area of Sixty-Five Million Dollars (\$65,000,000.00), whichever comes first."

25. **Assignment.** No party may assign its rights, duties, or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

26. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

27. **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 provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the 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; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, the Agency shall, on behalf of both parties, cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding, and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding, or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

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

City: AMERICAN FORK CITY

By: _____
Its: Administrator

Attest:

Clerk

Approved as to form:

Attorney for American Fork City

Agency: AMERICAN FORK CITY
REDEVELOPMENT AGENCY

By: _____
Its: Chair

Attest:

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project Area

Legal Description:

Commencing N89°50'50"W 347.93 feet and South 38.39 feet from the northeast corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence S74°42'37"E 5,715.56 feet; thence S00°12'10"E 84.19 feet; thence N89°16'29"W 1637.08 feet; thence S00°22'04"W 535.91 feet; thence S04°34'26"E 108.86 feet; thence S02°50'35"E 237.21 feet; thence S01°30'08"W 1124.97 feet; thence S00°27'18"W 1127.96 feet; thence N89°59'23"W 4,539.89 feet; thence N01°06'41"E 1,552.56 feet; thence N88°52'55"W 678.69 feet; thence N12°00'00"E 1,102.49 feet; thence N31°05'00"E 599.76 feet; thence N65°45'23"E 181.57 feet; thence N07°10'00"E 359.90 feet; thence N61°20'00"E 492.87 feet; thence N69°07'00"E 199.95 feet; thence N00°05'01"E 806.33 feet to the point of beginning.
(19,411,313.54 sq ft / 445.62 acres)

LESS AND EXCEPTING the following description:

Commencing N89°50'50"W 263.67 feet and South 1604.06 feet from the northeast corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence East 708.97 feet; thence S00°53'22"W 599.41 feet; thence S87°23'27"E 17.59 feet; thence S00°00'06"E 86.09 feet; thence N89°59'57"W 717.23 feet; thence North 686.21 feet to the point of beginning. (484,431.15 sq ft / 11.21 acres)

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Amended Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Amended Project Area Budget

RESOLUTION NO. 2023-

AMERICAN FORK CITY

A RESOLUTION APPROVING THE INTERLOCAL COOPERATIVE AGREEMENT WITH
AMERICAN FORK REGARDING THE PATRIOT STATION DEVELOPMENT

WHEREAS, the City of American Fork City ("City") is a political subdivision subject to the laws of the State of Utah; and

WHEREAS, the American Fork City Redevelopment Agency ("Agency") has presented to the City an Interlocal Cooperative Agreement, ("Agreement"), a copy of which is attached hereto and by reference is incorporated herein; and

WHEREAS, the City has reviewed the Agreement and believes that it is in the best interests of the City to enter into said Agreement; and

WHEREAS, under Section 11-13-202.5 of the Utah Cooperation Act the City must adopt by resolution the acceptance and approval to enter into the Agreement; and

WHEREAS, the Agreement has been reviewed as to proper form and compliance with applicable law by a duly authorized attorney to wit, Hansen Law, on behalf of the City in accordance with the provisions of Section 11-13-202.5 of the Cooperative Act; and

WHEREAS, a duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of the City; and

WHEREAS, the Mayor of the City, to wit, or his successor, shall be designated the administrator for all purposes of the Cooperation Act pursuant to Section 11-13-207; and

WHEREAS, should the Agency or City desire to terminate the Agreement, in part or in whole, the Agency or City must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency or City as described in the Agreement; and

WHEREAS, immediately after execution of the Agreement, by both the Agency and City, the organizing Agency shall, on behalf of both parties, cause to be published notice regarding the Agreement pursuant to Section 11-13-219 of the Cooperation Act; and

WHEREAS, the Agreement makes no provision for the City in acquiring, holding, and disposing any real or personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the

parameters of the current undertaking. However, to the extent that the Agreement may be construed as providing for the acquisition, holding or disposing of real or personal property, all such property shall be owned by the Agency upon termination of the Agreement; and

WHEREAS, the City is desirous of entertaining and entering into the Agreement;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of American Fork agrees to enter into the Agreement and authorizes its Mayor to execute the Agreement and any such other documents as may be necessary to carry out the intent of this Resolution and the Agreement.

PASSED AND RECORDED THIS 20th DAY OF JUNE, 2023.

By: _____
Bradley Frost, Mayor

Attest:

City Clerk

RESOLUTION NO. 2022-RA-07R

RESOLUTION OF THE REDEVELOPMENT AGENCY OF AMERICAN FORK CITY ADOPTING AN OFFICIAL AMENDED PROJECT AREA PLAN FOR THE PATRIOT STATION COMMUNITY REINVESTMENT PROJECT AREA.

WHEREAS, the American Fork City Redevelopment Agency (the "Agency") was created to transact the business and exercise the powers provided for in the current Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code amended May 10, 2016, (the "Act"); and

WHEREAS, American Fork City (the "City") has a planning commission and has adopted a general plan pursuant to applicable law; and

WHEREAS, the Agency, by Resolution, has authorized the preparation of a draft project area plan as provided in Section 17C-5-103 of the Act; and

WHEREAS, pursuant to Section 17C-5-104 of the Act, the Agency has (a) prepared a draft amended Patriot Station Community Reinvestment Project Area Plan (the "Project Area Plan" or "Plan") and (b) made the draft amended Project Area Plan available to the public at the Agency's offices during normal business hours; and

NOW, THEREFORE, BE IT RESOLVED by the Agency:

Section 1. Adoption of Amended Project Area Plan. It has become necessary and desirable to adopt the draft amended Project Area Plan as the official Project Area Plan for the Project Area. The draft amended Project Area Plan, in the form attached hereto as **Exhibit C**, and together with any changes to the draft amended Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby designated and adopted as the official Project Area Plan for the Project Area. The Agency shall submit the amended Project Area Plan, together with a copy of this Resolution, to the American Fork City Council requesting that the amended Project Area Plan be adopted by ordinance of the legislative body of the City in accordance with the provisions of the Act.

Section 2. Legal Description of the Project Area Boundaries. The legal description of the boundaries of the Project Area covered by the Project Area Plan is attached hereto and incorporated herein as **Exhibit A**. A map of the Project Area is attached and incorporated herein as **Exhibit B**.

Section 3. Agency's Purposes and Intent. The Agency's purposes and intent with respect to the Project Area are to accomplish the following:

- A. Support the development of critical infrastructure along 200 South, including utilities, road improvements, fiber optics, lighting, etc. Support the development of community gathering and civic spaces around the project area.
- B. Encourage and accomplish private development and community reinvestment activities within the Project Area, including a hotel, office, and retail developments.

Section 4. Project Area Plan Incorporated by Reference. The Project Area Plan, together with supporting documents, in the form attached as **Exhibit C**, and together with any changes to the draft Project Area Plan as may be indicated in the minutes of this meeting (if any), is hereby incorporated herein by reference, and made a part of this Resolution. Copies of the Project Area Plan shall be filed and maintained in the office of the Agency and the City Recorder for public inspection.

Section 5. Agency Board Findings. The Agency Board hereby determines and finds as follows:

The adoption of the Project Area Plan will:

- A. Satisfy a public purpose by, among other things, providing new and expanding existing public amenities which will be enjoyed by City residents and additional visitors to the City and within the Project Area;
- B. Benefit the public by realizing a transit-oriented development around the American Fork FrontRunner Station.
- C. Be economically sound and feasible; in that the revenue needed to support the creation of community gathering and civic spaces within the Project Area Plan will come from incremental taxes generated by new private development within the Project Area, all as further shown and supported by the analysis contained in the Project Area Plan;
- D. Conform to the City's general and master plans for the area in that, among other things, the Project Area Plan provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements, and the development activities contemplated by the Project Area Plan are in harmony with the City's general and master plans; and
- E. Promote the public peace, health, safety and welfare of the citizens of the City.

Section 6. Financing. Subject to any limitations required by currently existing law (unless a limitation is subsequently eliminated), this Resolution hereby specifically incorporates all of the provisions of the Act that authorize or permit the Agency to receive funding for the Project Area and that authorize the various uses of such funding by the Agency, and to the extent greater (or more beneficial to the Agency) authorization for receipt of funding by the Agency or use thereof by the Agency is provided by any amendment of the Act or by any successor provision, law or act, those are also specifically incorporated herein. It is the intent of this Resolution that the Agency shall have the broadest authorization and permission for receipt of and use of tax increment and other funding as is authorized by law, whether by existing or amended provisions of law. This Resolution also incorporates the specific provisions relating to funding of community development project areas permitted by Chapter 5 of the Act.

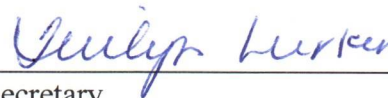
Section 7. Effective Date. This Resolution shall take effect immediately upon adoption, and pursuant to the provisions of the Act, the Project Area Plan shall become effective upon adoption by Ordinance of the legislative body of the City.

IN WITNESS WHEREOF, the Governing Board of the American Fork Redevelopment Agency has approved, passed and adopted this Resolution this 21st day of June, 2022.



Agency Chair

ATTEST:



Secretary

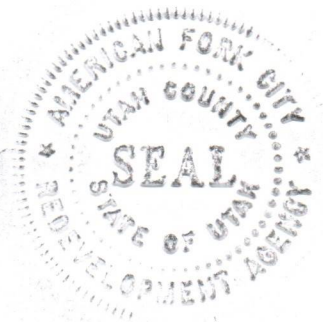


EXHIBIT A – LEGAL DESCRIPTION OF THE PROJECT AREA

Commencing N89°50'50"W 347.93 feet and South 38.39 feet from the northeast corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence S74°42'37"E 5,715.56 feet; thence S00°12'10"E 84.19 feet; thence N89°16'29"W 1637.08 feet; thence S00°22'04"W 535.91 feet; thence S04°34'26"E 108.86 feet; thence S02°50'35"E 237.21 feet; thence S01°30'08"W 1124.97 feet; thence S00°27'18"W 1127.96 feet; thence N89°59'23"W 4,539.89 feet; thence N01°06'41"E 1,552.56 feet; thence N88°52'55"W 678.69 feet; thence N12°00'00"E 1,102.49 feet; thence N31°05'00"E 599.76 feet; thence N65°45'23"E 181.57 feet; thence N07°10'00"E 359.90 feet; thence N61°20'00"E 492.87 feet; thence N69°07'00"E 199.95 feet; thence N00°05'01"E 806.33 feet to the point of beginning. (19,411,313.54 sq ft / 445.62 acres)

LESS AND EXCEPTING the following description:

Commencing N89°50'50"W 263.67 feet and South 1604.06 feet from the northeast corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence East 708.97 feet; thence S00°53'22"W 599.41 feet; thence S87°23'27"E 17.59 feet; thence S00°00'06"E 86.09 feet; thence N89°59'57"W 717.23 feet; thence North 686.21 feet to the point of beginning. (484,431.15 sq ft / 11.21 acres)

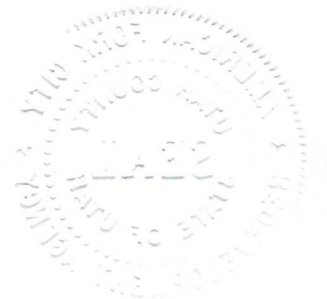


EXHIBIT B – MAP OF THE PROJECT AREA

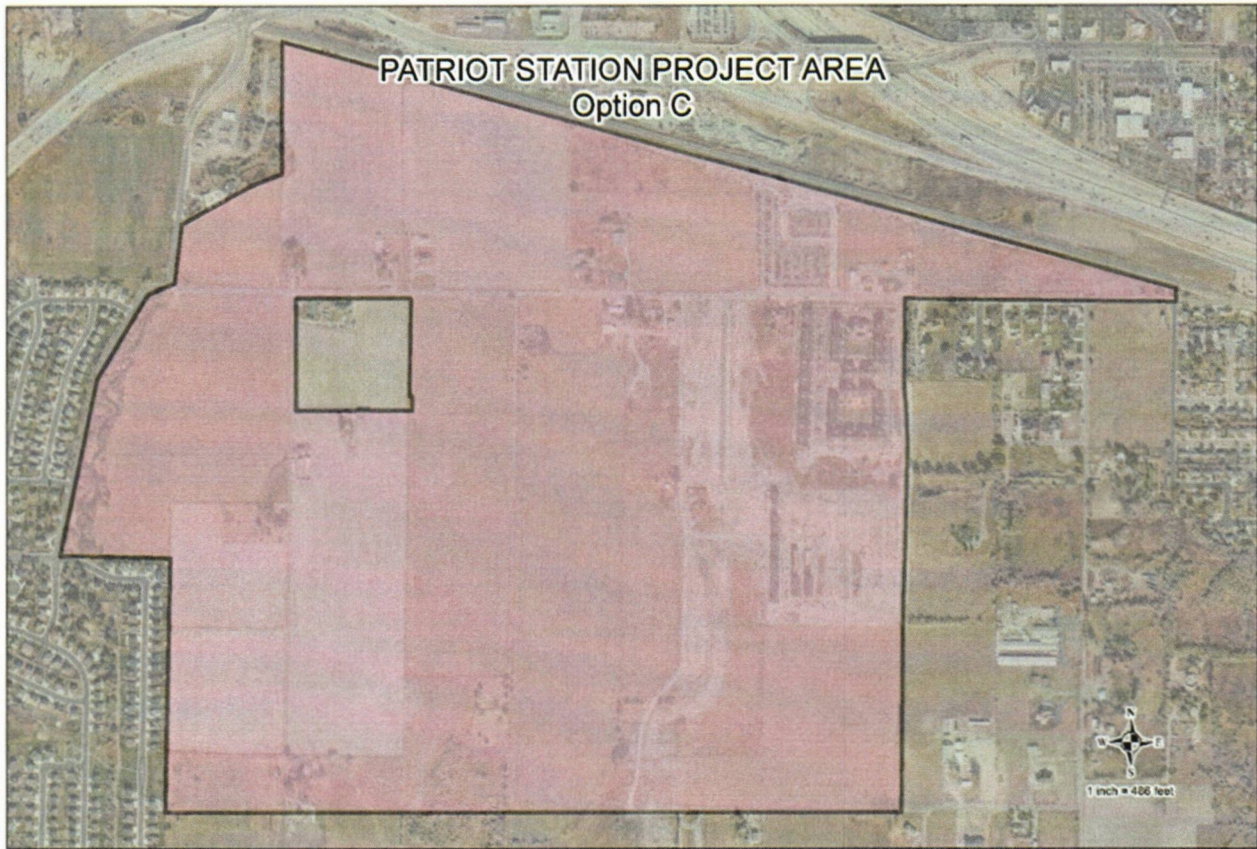


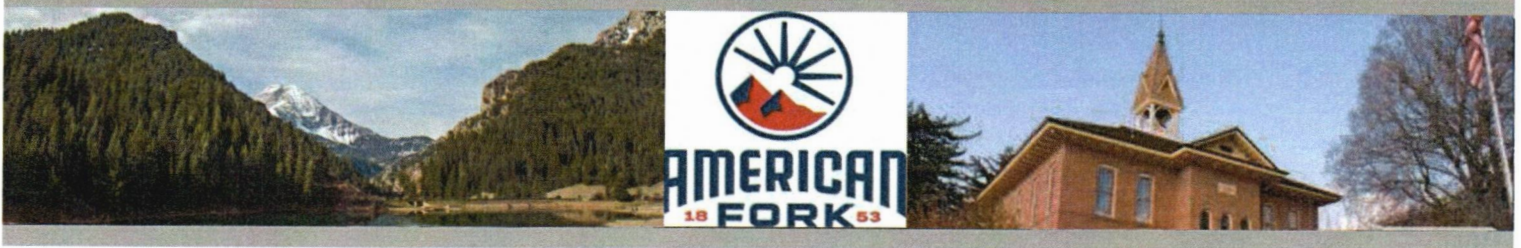
EXHIBIT C: PROJECT AREA PLAN

AMENDED PROJECT AREA PLAN

PATRIOT STATION

COMMUNITY REINVESTMENT AREA (CRA)

REDEVELOPMENT AGENCY OF
AMERICAN FORK CITY, UTAH



MARCH 2022


LEWIS YOUNG
ROBERTSON & BURNINGHAM, INC.

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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 Redevelopment Agency of the City of American Fork, 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.

"Base taxable year" shall mean the Base Year during which the Project Area Budget is approved pursuant to Subsection 17C-1-102(9)(d).

"City" or "Community" shall mean the City of American Fork.

"Legislative body" shall mean the City Council of American Fork which is the legislative body of the City.

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

"Project Area" shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development 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 a number of 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-5-302 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 PATRIOT STATION PROJECT AREA 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” 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 of time 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, 2022 tax year.

Introduction

The Redevelopment Agency of American Fork City ("Agency"), following a strategic development plan and thorough consideration of the needs and desires of American Fork City (the "City") and its residents, as well as the City's capacity for new development, has carefully crafted this Amended Project Area Plan (the "Plan") for the Patriot Station 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 lies within the vicinity of the American Fork Station, generally to east of 7400 West/900 East, to the west of 570 West, and to the north and south of 200 South/7750 North. The southernmost portion of the Project Area extends roughly 0.6 miles south of 200 South/7750 North. The Plan is intended to define the method and means of transit-oriented development for the Project Area from its current state to a higher and better use. The benefits of creating a true transit-oriented development will be immense and are further discussed throughout this Plan.

The City has determined it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of 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 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 been always observed throughout the establishment of the Project Area. The realization of the Plan is subject to interlocal agreements between the taxing entities individually and the Agency.

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 resolution authorizing the preparation of a draft Community Reinvestment Project Area Plan on May 10, 2016 and the Agency's board again adopted a revised resolution on October 22, 2019 altering the borders of the original resolution.

Utah Code
§17C-5-104

Recitals of Prerequisites for Adopting a Community Reinvestment Project Area Plan

In order 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; and
- ☐ Pursuant to the provisions of §17C-5-104 of the Act, the Agency has conducted or will conduct one or more public hearings for the purpose of informing the

public about the Project Area, and allowing public input into the Agency's deliberations and considerations regarding the Project Area; and

- Pursuant to the provisions of §17C-5-104 of the Act, the Agency has allowed opportunity for input on the Amended Project Area Plan and has made an Amended 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 Amended 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 is located in the vicinity of the American Fork Station and runs along both sides of 200 South/7750 West and south of Main Street between 7400 West/900 East and 700 West. The majority of land use (68%) in the project area is agricultural. The Project Area is comprised of approximately 214 parcels, equaling approximately 435 acres of property.

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

Of the Project Area's 435 acres, 78-percent are within the City's boundaries (340 acres). The remaining 22-percent (95 acres) are unincorporated and within the County's borders. According to Utah State Code 17C-5-103(1)(a), the survey area's designated geographic area must be within the agency's boundaries. Because the area around the FrontRunner station consists of both parcels within both American Fork City and unincorporated Utah County, the Agency received permission from Utah County (via an interlocal agreement, Resolution No. 2019-RA-03R) to include certain parcels located within unincorporated County in the Project Area. See **Exhibit D** for a copy of the resolution.

UTAH CODE
§17C-5-105(1)

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

A significant amount of property within the Project Area consists of agricultural property with some residential property. There is some commercially zoned land, though most of it is vacant.

Table 1 summarizes the approximate acreage of existing land uses by land use type.

TABLE 1: LAND USES

Type	Acres	% of Area
Agriculture (Green Belt)	294	68%
Non-Greenbelt	141	32%
Total	435	100%
Type	Acres	% of Area
Agriculture/Residential	272	63%
Commercial	73	17%
Exempt - Other	90	21%
Total	435	100%

This Project Area Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated. Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Plan shall be undertaken in accordance with the requirements of the City's Code and all other applicable laws including all goals and objectives in the City's General Plan.

Layout of Principal Streets

The principal streets within the Project Area are **200 South/7750 North** and **700 West**. The Project Area map, provided in **Exhibit B**, shows the principal streets in the area. 200 South/7750 North provide access to the majority of the parcels in the Project Area. 700 West runs from 7750 North to the south for 1.3 miles, ending just half a mile before reaching Utah Lake. Improvements to the American Fork Station and its surrounding area are anticipated to spur development within all parts of the Project Area.

Population Densities

The estimated population density of the Project Area is about 2.1 residents per acre. The majority of the residents are located in the three residential buildings to be developed near the Frontrunner Station. They will have a combined 604 units.

Building Densities

Building densities will increase as development occurs. The intent of this plan is to promote greater economic utilization of the land area.

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

Community reinvestment activities within the Project Area will mostly consist of development and economic enhancement of underutilized areas and the promotion of transit-oriented development. The types of land uses will include office, high density multi-family housing, hotel, mixed use, and park and ride developments. To promote the development of the Project Area, the Agency, along with property owners, developers, and/or businesses will need to construct infrastructure improvements and create better utilization of land. This transit-oriented project will create a unique work, live, and play development within the region that will bring extensive benefits to the area.



Land Use – It is anticipated that future development within the Project Area will increase the population density within the project area and create space for offices and commercial businesses.

Layout of Principal Streets – In preparation for development that will occur in American Fork's TOD area and continued development in Lindon and Vineyard, American Fork City is exploring different configurations for a major connector from those communities into the City and near the TOD area. See below.

It is anticipated that the community reinvestment of the Project Area may alter the layout of principal streets in the area. There are different scenarios for development, each of which proposes different alterations to principal streets. It is anticipated that the green streets will tie into the major collector illustrated above.

Population Densities – The Project Area includes proposed residential developments for three high and medium density multi-family housing. Once the development plans are realized, the population density is believed to increase from its current density 2.1 persons per acre to 9.2, assuming an average household size of 2.5 for the new residential developments.





UTAH CODE
§17C-5-105(D)

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

It is the intent of the Agency, with the assistance and participation of private developers and property owners, to facilitate new quality transit-oriented development and improve existing private and public structures and spaces. Most notably, the creation of public gathering spaces at and near the American Fork Front Runner Station with attractive commercial, office, and residential properties within the station's vicinity.

UTAH CODE
§17C-5-105(E)

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

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

UTAH CODE
§17C-5-105(G)

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

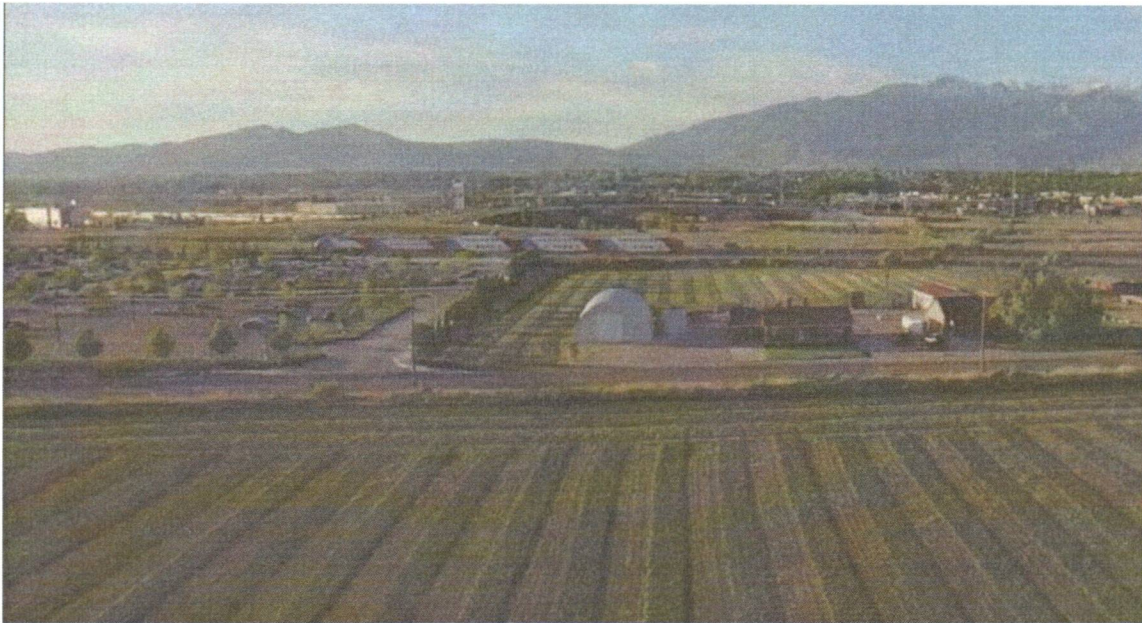
A detailed plan for the development of the area was completed in March of 2014, titled the American Fork Station Area Plan ("AFSAP"). The plan was completed by Psomas Hales Engineering in partnership with Utah Transit Authority, Mountainland Associated Governments, and the City. The report outlines opportunities and recommendations for developing the land within the vicinity of the American Fork Front Runner Station to meet market demands, community needs, and transit station functionality. The report can be accessed through the City's website at:

<http://www.afcity.org/DocumentCenter/Home/View/184>.

The developer has extensive plans for developing the areas surrounding the American Fork FrontRunner Station. These plans involve partnerships with the City and Agency, Utah Transit Authority, and nonprofit organizations. The developer provided concepts and plans for the area.

Furthermore, it is the developer's, City's, and Agency's intent to create a unique work, live, and play development within the area. Extensive plans for developing the area into a true transit-oriented development have been made. The creation of this type of development will provide incredible benefits to citizens, taxing entities, and the State of Utah.

VIEW TOWARD AMERICAN FORK STATION



UTAH CODE
§17C-5-105(H)

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

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

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

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



UTAH CODE
§17C-5-105(I)

Reason for Selection of the Project Area

The area surrounding the American Fork Front Runner Station provides an opportunity to accommodate new office, commercial, and residential opportunities in the American Fork. New developments will create new high paying jobs and increase the tax base to the City, County, and State of Utah. The proposed Project Area is intended to provide a means for the City to meet the goals outlined in the General Plan.

Furthermore, this specific area was selected due to its proximity to the FrontRunner Station. The City and Agency desire to transform the area into a true transit-oriented development. Doing this would bring extensive benefits to the Agency, City, and Region. Dense, walkable, mixed-use development near transit attracts people and adds to vibrant, connected communities. Convenient access to the FrontRunner will foster development and encourage citizens to use affordable public transportation. Additional benefits to the area and region may include, but are not limited to:

- Increased ridership and associated revenue gains for transit systems
- A larger supply of higher density affordable housing
- Economic returns to surrounding landowners and businesses
- Congestion relief and associated environmental benefits
- Improved safety for pedestrians and cyclists through non-motorized infrastructure
- Incorporation of public and private sector engagement and investment

UTAH CODE
§17C-5-105(J)

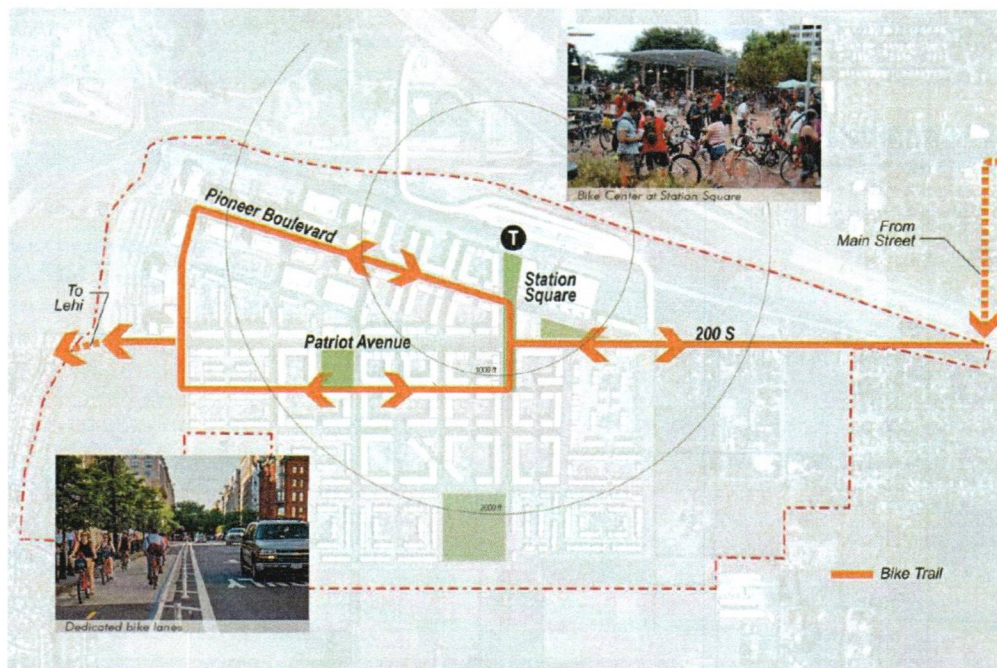
Description of Physical, Social and Economic Conditions Existing in the Project Area

Physical Conditions

The Project Area consists of approximately 435 acres of relatively flat, publicly and privately-owned land as shown on the Project Area map. South of the railroad tracks is mostly agriculture with some residential pockets, including a newly constructed apartment complex.

Social Conditions

The Project Area experiences a lack of connectivity and vitality. There are a growing number of residential units, but no parks, libraries, or other social gathering places in the Project Area. The Front Runner Station holds great potential as a means of connecting people from outside the City to retail, office, and housing opportunities within the City. The lack of sidewalks on most streets south of the railroad tracks discourages foot traffic and access within the area. There will also be extensive development of bike paths in and around the area. These plans will be executed in harmony with the Mountainland Association of Governments' desire for improved transportation infrastructure through the area. See depiction below.



Economic Conditions

The Project Area is within the vicinity of the American Fork FrontRunner Station. South of the station are only agricultural and some residential uses. Some of the objectives of this Plan include creating retail and office spaces south of the tracks and increasing residential opportunities.

UTAH CODE
§17C-5-105(k)

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

Tax increment arising from the development within the Project Area shall be used for public infrastructure improvements, Agency requested improvements and upgrades, both off-site and on-site improvements, land and job-oriented incentives, desirable Project Area improvements, and other items as approved by the Agency. Subject to provisions of the Act, the Agency may agree to pay for eligible costs and other items from taxes during the tax increment period which the Agency deems to be appropriate under the circumstances. As indicated in the Agency's Strategic Planning and Governance Report, all applicants requesting assistance from the Agency must complete an application. A cost benefit analysis will assist the Agency in making decisions about offering assistance.

The Agency may also see fit to support transit projects that would benefit the project area and the City as a whole. If some support from the Agency can significantly reduce the timeframe for the completion of the Vineyard Connector and/or Meadows Crossing projects, the Agency may use funds from the project area to support these transportation projects.

In general, tax incentives may be offered to achieve the community reinvestment 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 commercial/office tenants.

The Amended Project Area Budget will include specific participation percentages and timeframes for each taxing entity. Furthermore, a resolution and interlocal agreement will formally establish the participation percentage and tax increment period for each taxing entity.

UTAH CODE
§17C-5-105(2)

Anticipated Public Benefit to be Derived from the Community Development

The Beneficial Influences upon the Tax Base of the Community

UTAH CODE
§17C-5-105(2)(ii)(A)

The beneficial influences upon the tax base of the City and the other taxing entities will include increased property tax revenues, job growth, and housing opportunities. The increased revenues will come from the property values associated with new construction in the area, as well as increased land values that may occur, over time, in the area generally. Property values include land, buildings, and personal property (machines, equipment, etc.).

Once the residential component is completed, the project area will include about 1,800 newly built residential housing units. These units are planned to be medium and high-density housing, increasing the affordable housing options within the City. These units will lend to the creation of a true transportation-oriented development while also minimizing the number of new students created in the area.

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.

The Agency is also offering an affordable housing program in this Project Area for employees of Alpine School District, Utah County Sheriff's Office, and Police Officers in the American Fork Police Department. The Agency pledges to contribute up to \$7.6 million in rent or down payment assistance over the 20-year life of the project to help employees who are in low to moderate income ranges. As shown in **Table 2**, the Agency expects to generate enough funding to assist 100 employees annually with rent or 20 employees annually with down payments. By enacting this affordable housing program, the Agency hopes to combat the housing and retention crises

School District and Public Safety employees are facing throughout Utah County. The established guidelines of the program can be found in a separate governing document.

TABLE 2: AFFORDABLE HOUSING PILOT PROGRAM PROJECTIONS

Yearly Funding Available	Rental Assistance Per Month	1 Year Rental Assistance Total	Per Down Payment Assistance Amount	Employees Assisted Yearly with Rent	Employees Assisted with Down Payments Yearly
\$300,000	\$250	\$3,000	\$15,000	100	20

Additionally, 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.

The Agency and Alpine School District have agreed that a minimum of 65% of the funding set aside for the affordable housing pilot program will be reserved for School District employees. Additionally, the Agency will not place a cap on the total funding percentage of pilot program funds that may be used to assist employees of the School District. Moreover, pilot program funds set aside to assist Utah County Sheriff employees will be used solely for down payment assistance rather than rental assistance.

Proximity of affordable housing to the FrontRunner station and transit-oriented development will offer further benefits for employees and taxing entities by incentivizing increased lengths of employment and longevity.

UTAH CODE
§17C-5-105(2)(ii)(B)

The Associated Business and Economic Activity Likely to be Stimulated

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

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

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

UTAH CODE
§17C-5-105(2)(B)

Efforts to Maximize Private Investment

The agency has formed a partnership with the developers to realize the vision of this project area. It is anticipated that the development of the total transit-oriented

development area will require over \$500,000,000 of private capital. Creating a CRA will act as a catalyst to jumpstart the development of the area and guide the development to be higher density and best uses.

UTAH CODE
§17C-5-105(2)(C)

But For Analysis

It is anticipated that this project area will have numerous infrastructure and improvement costs to capture the vision and density of the anticipated transit-oriented development. But for the creation of the CRA and the public participation, the development would likely not occur. The developer, who has already purchased a substantial amount of the land required for their plan, will abandon the development plans and sell the land in the absence of public participation. Public participation is estimated to bring \$30.7 million of net benefit to the taxing entities.

Additionally, as shown in **Table 3** below, the Project Area is predicted to generate 2.7 times the property tax revenue with a CRA than without one. It is important to note that the model used to determine non-incentivized development included high density multi-family housing. It is likely that without a CRA, the development in the area would need to be switched to single family instead of multi-family. Lot size would also need to be increased to .25 acres. Consequently, the area would produce more primary residences and create more students. If multi-family development was taken out of the model entirely, the 20-year property tax generation in the non-incentivized development model would sharply decline. As a result, the Agency and taxing entities will experience economic benefit, even greater than is shown in the table below, by participating in a CRA in the Project Area.

TABLE 3: INCENTIVIZED VS. NON-INCENTIVIZED DEVELOPMENT (2023-2042)

Non-Incentivized Development		Incentivized Development	
Taxing Entity	20 Year Incremental Revenues (NPV)	Taxing Entity	20 Year Incremental Revenues (NPV)
Utah County	\$2,746,863	Utah County	\$7,399,566
Alpine School District	18,567,329	Alpine School District	50,017,127
American Fork City	4,206,045	American Fork City	11,330,349
North Utah County Water Conservancy District	42,173	North Utah County Water Conservancy District	113,606
Central Utah Water Conservancy District	1,054,323	Central Utah Water Conservancy District	2,840,161
Total	\$26,616,733	Total	\$71,700,810

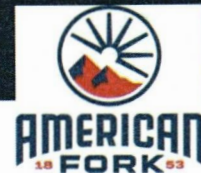
UTAH CODE
§17C-5-105(2)

Cost/Benefit Analysis

Based on the land use assumptions, current economic and market demand factors, tax increment participation levels, public infrastructure, land assemblage, and incentive needs, the following tables outline the benefits (revenues) and costs (expenditures) anticipated in the Project Area. This does not factor in the benefit of other multipliers such as job creation, disposable income for retail consumption, etc. As shown below, the proposed community reinvestment will create a net benefit to American Fork City and the other taxing entities that levy a tax within the Project Area.

TABLE 4: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 2.5%
Utah County	60%	20 Years	\$5,747,391	\$4,439,740



Alpine School District (Local & School Levy)	60%	20 Years	38,849,305	30,010,276
American Fork City	60%	20 Years	8,800,509	6,798,209
North Utah County Water Conservancy District	60%	20 Years	88,240	68,164
Central Utah Water Conservancy District	60%	20 Years	2,206,010	1,704,097
Total Sources of Tax Increment Funds			\$55,691,455	\$43,020,486

TABLE 5: BENEFIT ANALYSIS FOR TAXING ENTITIES – 20 YEAR TOTAL

Entity	Property Tax	Sales Tax	Franchise Tax	School District Revenues	Total Incremental Revenues
Utah County	\$9,578,985	\$2,330,254	-		\$11,909,239
Alpine School District (Local & School Levy)	64,748,841	-	-	31,619,066	96,367,908
American Fork City	14,667,515	3,864,812	7,375,051		25,907,378
North Utah County Water Conservancy District	147,067				147,067
Central Utah Water Conservancy District	3,676,683	-	-		3,676,683
Total Revenue	\$92,819,092	\$6,195,066	\$7,375,051	\$31,619,066	\$138,008,275

TABLE 6: COST ANALYSIS FOR TAXING ENTITIES – 20 YEAR TOTAL

Entity	CRA Budget	General Government	Public Works	Public Safety	Parks & Rec.	School District Expenditures	Total Incremental Expenditures
Utah County	\$5,747,391						\$5,747,391
Alpine School District (Local & School Levy)	38,849,305	-	-			37,051,027	75,900,332
American Fork City	8,800,509	795,274	2,702,364	7,951,187	2,072,857		22,322,191
North Utah County Water Conservancy District	88,240						88,240
Central Utah Water Conservancy District	2,206,010	-	-				2,206,010
Total Expenditures	\$55,691,455	\$795,274	\$2,702,364	\$7,951,187	\$2,072,857	\$37,051,027	\$106,264,164

TABLE 6: COST/BENEFIT ANALYSIS FOR CITY (2023-2042)

City Revenues	Total Incremental Revenues
Property Tax (Total Increment)	\$14,667,515
Sales Tax	3,864,812
Telecom Tax	2,786,699
Energy Sales & Use Tax (Natural Gas)	720,943
Energy Sales and Use Tax (Electric)	3,867,409
TOTAL REVENUES	\$25,907,378
City Expenditures	Total Expenses
CRA Budget	\$8,800,509
General Government Services	795,274
Public Works Services	2,702,364
Public Safety Services	7,951,187
Parks & Rec	2,072,857
TOTAL EXPENDITURES	\$22,322,191
Total Revenues minus Expenditures	\$3,585,187

TABLE 7: COST/BENEFIT ANALYSIS FOR SCHOOL DISTRICT (2023-2042)

School District Revenues	Total Incremental Revenues
Property Tax (Total Increment)	\$64,748,841
General	24,167,982

Debt Service	1,793,333
Capital Outlay	832,943
Nutrition Services	844,103
Non K-12	1,638,711
Alpine SD Foundation	233,234
Student Activity	415,681
Industrial Insurance	1,668,284
School Services	24,795
TOTAL REVENUES	\$96,367,908
School District Expenditures	Total Expenses
CRA Budget	\$38,849,305
General	29,268,852
Debt Service	2,301,368
Capital Outlay	1,613,225
Nutrition Services	929,788
Non K-12	1,542,951
Alpine SD Foundation	247,578
Student Activity	444,772
Industrial Insurance	661,030
School Services	41,463
TOTAL EXPENDITURES	\$75,900,332
Total Revenues minus Expenditures	\$20,467,576

The total benefit to the taxing entities of participating in the Project Area is \$31.7 million with the City's net benefit being \$3.6 million and the School District's net benefit being \$20.5 million. Alpine School District, Utah County, and American Fork City employees will also experience the added benefit of \$6 million in Affordable Housing Pilot Program funding that the Agency has pledged to create and administer in the Project Area.



EXHIBIT A: Legal Description of Patriot Station CRA

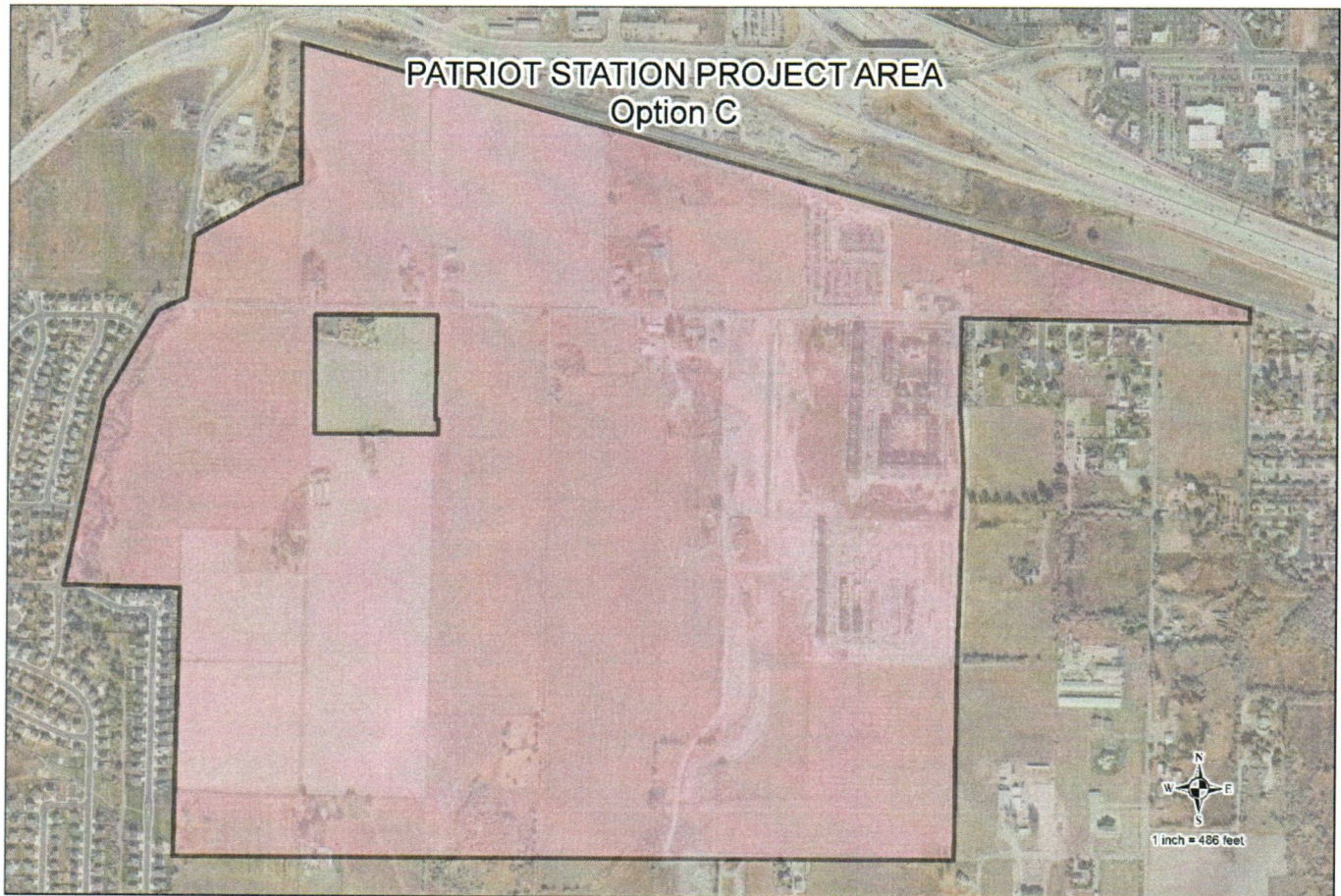
Commencing N89°50'50"W 347.93 feet and South 38.39 feet from the northeast corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence S74°42'37"E 5,715.56 feet; thence S00°12'10"E 84.19 feet; thence N89°16'29"W 1637.08 feet; thence S00°22'04"W 535.91 feet; thence S04°34'26"E 108.86 feet; thence S02°50'35"E 237.21 feet; thence S01°30'08"W 1124.97 feet; thence S00°27'18"W 1127.96 feet; thence N89°59'23"W 4,539.89 feet; thence N01°06'41"E 1,552.56 feet; thence N88°52'55"W 678.69 feet; thence N12°00'00"E 1,102.49 feet; thence N31°05'00"E 599.76 feet; thence N65°45'23"E 181.57 feet; thence N07°10'00"E 359.90 feet; thence N61°20'00"E 492.87 feet; thence N69°07'00"E 199.95 feet; thence N00°05'01"E 806.33 feet to the point of beginning. (19,411,313.54 sq ft / 445.62 acres)

LESS AND EXCEPTING the following description:

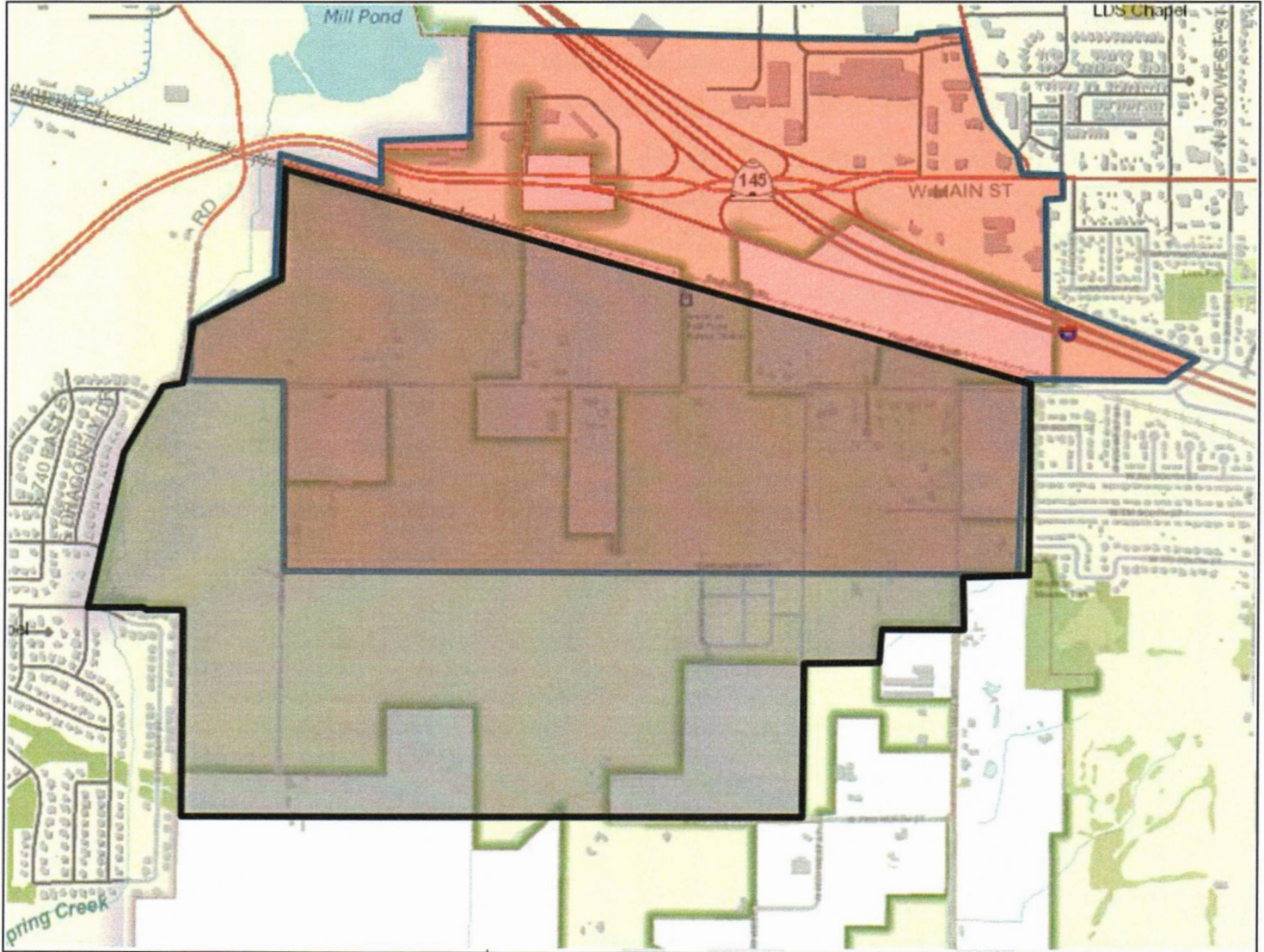
Commencing N89°50'50"W 263.67 feet and South 1604.06 feet from the northeast corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence East 708.97 feet; thence S00°53'22"W 599.41 feet; thence S87°23'27"E 17.59 feet; thence S00°00'06"E 86.09 feet; thence N89°59'57"W 717.23 feet; thence North 686.21 feet to the point of beginning. (484,431.15 sq ft / 11.21 acres)

EXHIBIT B: Maps

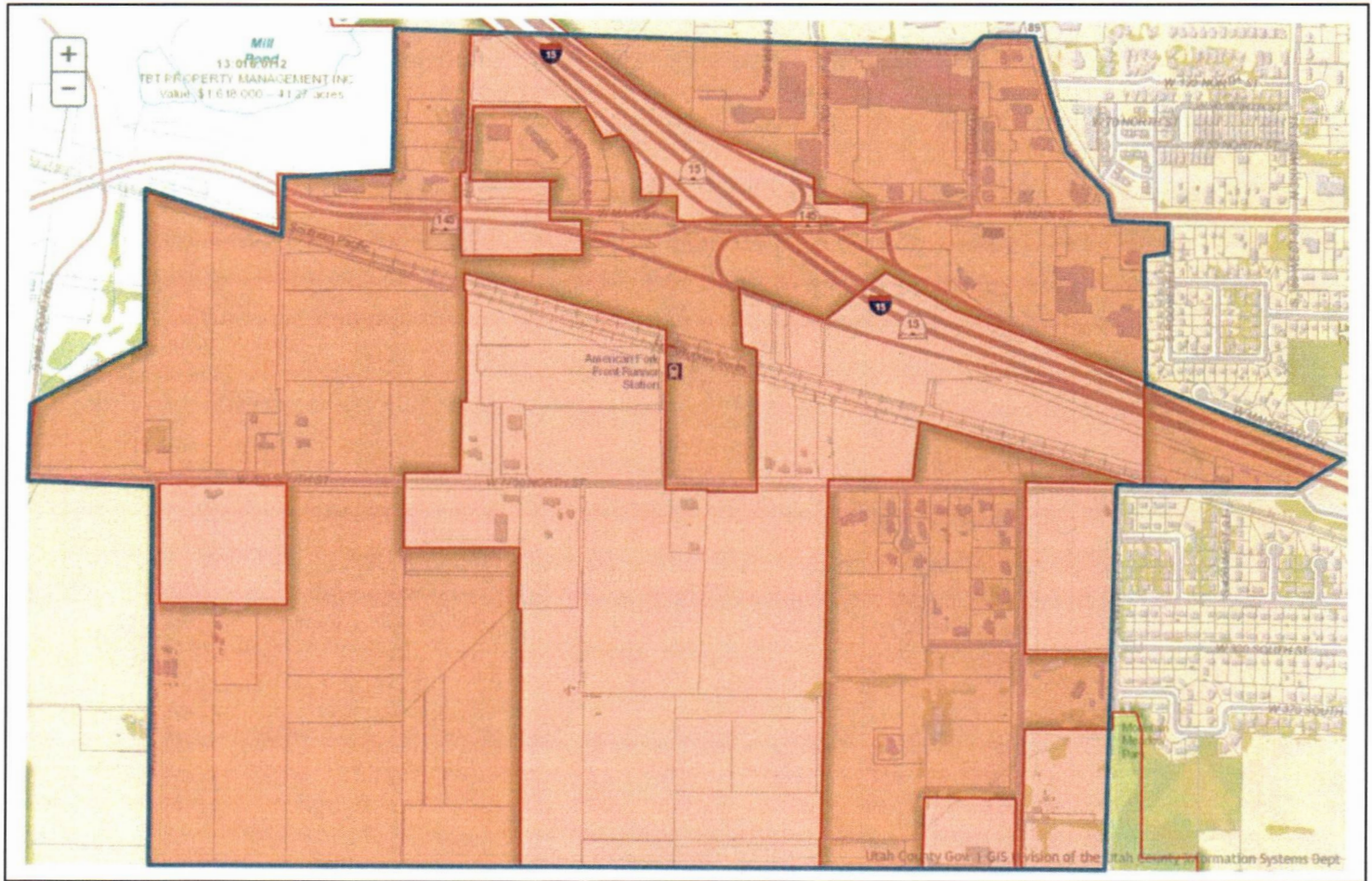
Proposed Patriot Station Community Reinvestment Area (Revised Survey Area Resolution Map)



Original Survey Area Boundaries (Red Shaded with Blue Border) With Revised Survey Area Boundaries Overlaid (Gray Shaded with Black Border)



Map of Original Survey Area Boundaries



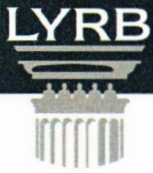
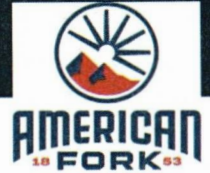
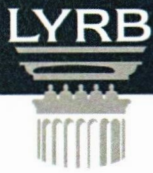


EXHIBIT C: Parcel List

Patriot Station CRA Taxable Property Schedule (2021)

Parcel ID	Acres	Owner	Parcel ID	Acres	Owner
13:039:0023	0.22	GREEN, PHILLIP R (ET AL)	55:886:0125	0.02	WILLOW GLEN TOWNHOMES LLC
13:039:0102	1.26	GREEN, DON WESLEY & LUANN B (ET AL)	55:886:0126	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0010	11.62	NBFF PROPERTY LLC	55:886:0127	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0014	13.00	ROUNDY, WILLIAM M & MARCIA M (ET AL)	55:886:0128	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0035	0.10	BUCKWALTER, BRADLEY K	55:886:0129	0.02	WILLOW GLEN TOWNHOMES LLC
13:072:0002	0.66	SAGER, MINDY B	55:886:0130	0.02	WILLOW GLEN TOWNHOMES LLC
13:072:0007	1.23	CCW FARMS LLC	55:886:0131	0.02	WILLOW GLEN TOWNHOMES LLC
13:072:0014	1.23	UTAH LAKE PROPERTY LLC	55:886:0132	0.02	WILLOW GLEN TOWNHOMES LLC
13:072:0017	1.26	JONES, RANDY & DONALD BRENT (ET AL)	55:886:0133	0.02	WILLOW GLEN TOWNHOMES LLC
35:280:0006	2.39	AF PD LLC	55:886:0134	0.02	WILLOW GLEN TOWNHOMES LLC
13:038:0005	8.93	GREEN, JESS LYNN	55:886:0135	0.02	WILLOW GLEN TOWNHOMES LLC
13:038:0006	7.59	LAMPH, L CLAUDE (ET AL)	55:886:0136	0.02	WILLOW GLEN TOWNHOMES LLC
13:038:0008	1.00	LAMPH, L CLAUDE	55:886:0137	0.02	WILLOW GLEN TOWNHOMES LLC
13:038:0030	11.54	LAMPH, L CLAUDE	55:886:0138	0.02	WILLOW GLEN TOWNHOMES LLC
13:038:0068	15.29	BACH INVESTMENTS LLC	55:886:0139	0.02	WILLOW GLEN TOWNHOMES LLC
13:038:0069	15.51	GREEN, JESS LYNN	55:886:0140	0.02	WILLOW GLEN TOWNHOMES LLC
13:039:0004	1.14	DALTON, ADELE C	55:886:0141	0.02	WILLOW GLEN TOWNHOMES LLC
13:039:0008	0.03	BLUE SPRING PROPERTIES LLC	55:886:0142	0.02	WILLOW GLEN TOWNHOMES LLC
13:039:0026	10.42	BLUE SPRING PROPERTIES LLC	55:886:0143	0.02	WILLOW GLEN TOWNHOMES LLC
13:039:0027	12.77	BLUE SPRING PROPERTIES LLC	55:886:0145	0.02	WILLOW GLEN TOWNHOMES LLC
13:039:0028	17.67	BLUE SPRING PROPERTIES LLC	55:886:0146	0.02	WILLOW GLEN TOWNHOMES LLC
13:039:0029	0.09	CCW FARMS LLC	55:886:0147	0.02	WILLOW GLEN TOWNHOMES LLC
13:039:0030	0.88	SAGER, MINDY	55:886:0148	0.02	WILLOW GLEN TOWNHOMES LLC
13:039:0112	2.19	LAMPH, AMBER	55:886:0149	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0012	3.96	HARBOR VIEW DEVELOPMENT LLC	55:886:0150	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0013	15.00	HARBOR VIEW DEVELOPMENT LLC	55:886:0151	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0017	2.94	SAGER, MINDY	55:886:0152	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0038	0.40	AF PD LLC	55:886:0153	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0039	17.52	LAMPH, L CLAUDE	55:886:0154	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0042	9.25	OLIVE TREE ENTERPRISES LLC	55:886:0155	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0043	1.80	OLIVE TREE ENTERPRISES LLC	55:886:0156	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0044	1.69	OLIVE TREE ENTERPRISES LLC	55:886:0157	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0045	8.13	NBFF PROPERTY LLC	55:886:0158	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0057	3.47	AMERICAN FORK CITY	55:886:0159	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0058	2.16	AF 21 LLC	55:886:0160	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0059	6.08	AF 21 LLC	55:886:0161	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0060	3.82	AF 21 LLC	55:886:0162	0.02	WILLOW GLEN TOWNHOMES LLC
13:040:0061	4.16	AF 21 LLC	55:886:0163	0.02	KEYSTONE CONSTRUCTION LLC



13:040:0062	5.00	HORAN, MICHAEL B (ET AL)	55:886:0164	0.02	KEystone CONSTRUCTION LLC
13:040:0064	0.68	AMERICAN FORK CITY	55:886:0165	0.02	KEystone CONSTRUCTION LLC
13:040:0065	0.58	HOGGARD, BRUCE M & TERREE (ET AL)	55:886:0166	0.02	KEystone CONSTRUCTION LLC
13:040:0066	4.54	HOGGARD, BRUCE M & TERREE (ET AL)	55:886:0167	0.02	KEystone CONSTRUCTION LLC
13:041:0011	5.00	AF UTAH LLC	55:886:0168	0.02	KEystone CONSTRUCTION LLC
13:041:0023	2.00	OLIVE TREE ENTERPRISES LLC	55:886:0169	0.02	KEystone CONSTRUCTION LLC
13:041:0029	1.69	SILVERADO PARTNERS LLC	55:886:0170	0.02	KEystone CONSTRUCTION LLC
13:041:0038	0.46	UTAH TRANSIT AUTHORITY (ET AL)	55:886:0171	0.02	KEystone CONSTRUCTION LLC
13:041:0044	10.21	ALLRED, NEAL L & CASSIE L (ET AL)	55:886:0172	0.02	KEystone CONSTRUCTION LLC
13:041:0048	2.48	BLUE SPRING PROPERTIES LLC	55:886:0173	0.02	KEystone CONSTRUCTION LLC
13:041:0052	0.47	CBAM PROPERTIES LLC	55:886:0174	0.02	KEystone CONSTRUCTION LLC
13:041:0053	1.23	CBAM PROPERTIES LLC	55:886:0175	0.02	WILLOW GLEN TOWNHOMES LLC
13:041:0054	7.12	EARL, ALMA L	55:886:0176	0.02	WILLOW GLEN TOWNHOMES LLC
13:041:0055	4.43	EARL, ALMA L	55:886:0177	0.02	WILLOW GLEN TOWNHOMES LLC
13:041:0056	4.00	ALLRED, DAKEN W	55:886:0178	0.02	WILLOW GLEN TOWNHOMES LLC
13:041:0058	3.00	ALLRED, DAKEN W & ANGELA T	55:886:0179	0.02	WILLOW GLEN TOWNHOMES LLC
13:041:0061	7.27	OLIVE TREE ENTERPRISES LLC	55:886:0180	0.02	WILLOW GLEN TOWNHOMES LLC
13:041:0064	0.39	UTAH TRANSIT AUTHORITY	55:886:0181	0.02	KEystone CONSTRUCTION LLC
13:041:0065	1.39	UTAH TRANSIT AUTHORITY	55:886:0182	0.02	KEystone CONSTRUCTION LLC
13:041:0068	0.19	UTAH TRANSIT AUTHORITY	55:886:0183	0.02	KEystone CONSTRUCTION LLC
13:041:0074	0.54	AMERICAN FORK CITY	55:886:0184	0.02	KEystone CONSTRUCTION LLC
13:041:0075	15.49	HARBOR VIEW DEVELOPMENT LLC	55:886:0185	0.02	KEystone CONSTRUCTION LLC
13:041:0076	3.09	AF UTAH LLC	55:886:0186	0.02	KEystone CONSTRUCTION LLC
13:041:0078	4.89	AF UTAH LLC	55:886:0187	0.02	KEystone CONSTRUCTION LLC
13:041:0079	5.48	AF UTAH LLC	55:886:0188	0.02	KEystone CONSTRUCTION LLC
13:041:0080	19.28	BLUE SPRING PROPERTIES LLC	55:886:0189	0.02	KEystone CONSTRUCTION LLC
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13:041:0082	1.39	ALLRED, NEAL L & CASSIE L (ET AL)	55:886:0191	0.02	KEystone CONSTRUCTION LLC
13:041:0083	0.55	AMERICAN FORK CITY	55:886:0192	0.02	KEystone CONSTRUCTION LLC
13:041:0085	1.55	AF UTAH LLC	55:886:0193	0.02	KEystone CONSTRUCTION LLC
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13:041:0089	0.17	AF UTAH LLC	55:886:0197	0.02	KEystone CONSTRUCTION LLC
13:041:0090	0.01	AMERICAN FORK CITY	55:886:0198	0.02	KEystone CONSTRUCTION LLC
13:041:0091	0.34	HOGGARD, BRUCE M & TERREE (ET AL)	55:886:0199	0.02	KEystone CONSTRUCTION LLC
13:042:0028	1.06	RH JOHNSON CONSTRUCTION INC	55:886:0200	0.02	KEystone CONSTRUCTION LLC
13:042:0034	7.65	UTAH TRANSIT AUTHORITY	55:886:0201	0.02	KEystone CONSTRUCTION LLC
13:042:0060	0.55	UTAH TRANSIT AUTHORITY	55:886:0202	0.02	KEystone CONSTRUCTION LLC
13:042:0061	3.60	WINDY CITY DEVELOPMENT LLC	55:886:0203	0.02	KEystone CONSTRUCTION LLC
13:042:0062	0.47	UTAH TRANSIT AUTHORITY	55:886:0204	0.02	KEystone CONSTRUCTION LLC
13:042:0063	2.90	NIELSEN PROPERTY HOLDINGS L C	55:886:0205	0.02	DELACRUZ, MARTIN O



13:042:0064	0.12	UTAH TRANSIT AUTHORITY	55:886:0206	0.02	KEYSTONE CONSTRUCTION LLC
13:042:0065	0.81	WILLIAMSON FARMS LLC	55:886:0207	0.02	KIRIYAMA, LANE & ARLETTE
13:042:0067	0.17	UTAH TRANSIT AUTHORITY	55:886:0208	0.02	ZHENG, LEI
13:042:0068	2.67	WILLIAMSON FARMS LLC	55:886:0209	0.02	KEYSTONE CONSTRUCTION LLC
13:042:0069	1.29	WILLIAMSON FARMS LLC	55:886:0210	0.02	KEYSTONE CONSTRUCTION LLC
13:042:0070	0.17	UTAH TRANSIT AUTHORITY	55:886:0211	0.02	KEYSTONE CONSTRUCTION LLC
13:042:0097	13.18	LAKEVIEW MEADOWS LLC	55:886:0212	0.02	KEYSTONE CONSTRUCTION LLC
13:042:0098	3.61	LAKEVIEW MEADOWS SOUTH LLC	55:886:0213	2.88	COMMON AREA
13:042:0099	1.30	AMERICAN FORK CITY	55:886:0214	1.21	COMMON AREA
13:043:0091	0.72	AMERICAN FORK CITY	55:886:0215	0.51	COMMON AREA
13:043:0092	1.26	AMERICAN FORK CITY	55:886:0216	4.55	AMERICAN FORK CITY
13:043:0115	12.15	WILLIAMSON FARMS LLC	55:886:0101	0.02	WILLOW GLEN TOWNHOMES LLC
13:043:0121	13.30	BINCH CHILDREN LLC (ET AL)	55:886:0102	0.02	WILLOW GLEN TOWNHOMES LLC
13:043:0122	1.95	WILLOW GLEN TOWNHOMES LLC	55:886:0103	0.02	WILLOW GLEN TOWNHOMES LLC
13:043:0123	0.72	WILLOW GLEN TOWNHOMES LLC	55:886:0104	0.02	WILLOW GLEN TOWNHOMES LLC
13:043:0124	2.28	WILLOW GLEN TOWNHOMES LLC	55:886:0105	0.02	WILLOW GLEN TOWNHOMES LLC
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35:280:0005	1.15	AF PD LLC	55:886:0107	0.02	WILLOW GLEN TOWNHOMES LLC
55:886:0116	0.02	WILLOW GLEN TOWNHOMES LLC	55:886:0108	0.02	WILLOW GLEN TOWNHOMES LLC
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55:886:0119	0.02	WILLOW GLEN TOWNHOMES LLC	55:886:0111	0.02	WILLOW GLEN TOWNHOMES LLC
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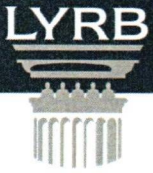


EXHIBIT D: Utah County Resolution No 2019-RA-03R

RESOLUTION NO. 2022-RA-08R

RESOLUTION OF THE AMERICAN FORK REDEVELOPMENT AGENCY ADOPTING THE AMENDED PROJECT AREA BUDGET FOR THE PATRIOT STATION COMMUNITY REINVESTMENT PROJECT AREA

WHEREAS, the American Fork Redevelopment Agency (the "Agency") was created to transact the business and exercise the powers provided for in the current Limited Purpose Local Government Entities - Community Reinvestment Agency Act, Title 17C of the Utah Code Ann. 1953, as amended (the "Act"); and

WHEREAS, the Agency has adopted by Resolution the Patriot Station Community Reinvestment Area Plan (the "Plan") for the Patriot Station Community Reinvestment Project Area (the "Project Area"); and

WHEREAS, the Plan allows for the Agency to collect tax increment created within the Project Area to assist in the development of public amenities which will support the community, providing workforce housing that will support the creation of jobs, and meet other goals and objectives as outlined in the Plan, to promote development, and provide a public benefit within American Fork City and the Project Area; and

WHEREAS, the Agency has prepared a Project Area Budget in accordance with section 17C-5-303 of the Act.

NOW, THEREFORE BE IT RESOLVED BY THE AMERICAN FORK REDEVELOPMENT AGENCY:

1. The amended Project Area Budget attached hereto as **Exhibit A**, and together with any changes to the draft Project Area Budget as may be indicated in the minutes of this meeting (if any), is hereby approved and adopted on the 21 day of June 2022.
2. The Agency staff will include in the July 1st report, the taking of tax increment from the Patriot Station Community Reinvestment Project Area beginning with the tax year before the Agency requests funding.
3. The Agency staff is authorized to begin to negotiate with the taxing entities that levy a certified rate in the Project Area, to participate with the Agency in the implementation and funding of the Budget.



Agency Chair,
American Fork Redevelopment Agency

ATTEST:



Secretary



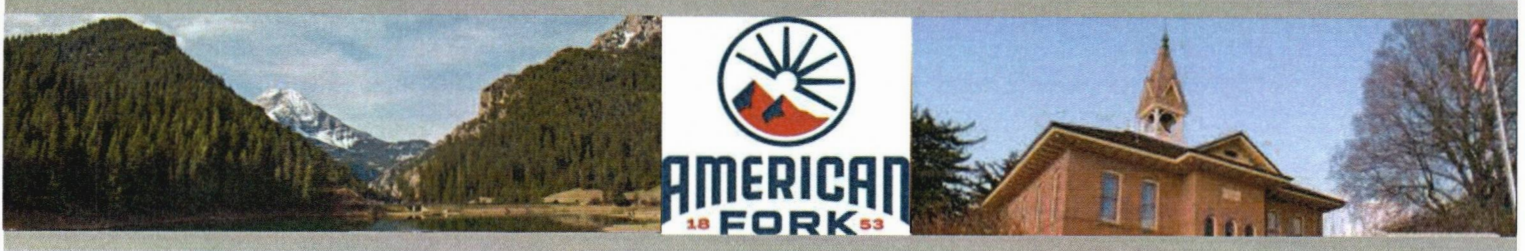
EXHIBIT A: PROJECT AREA BUDGET



AMENDED PROJECT AREA BUDGET

PATRIOT STATION COMMUNITY REINVESTMENT AREA (CRA)

REDEVELOPMENT AGENCY OF
AMERICAN FORK CITY, UTAH



MARCH 2022


LEWIS YOUNG
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SECTION 1: INTRODUCTION

The Redevelopment Agency of American Fork City (the "Agency"), following thorough consideration of the needs and desires of the City of American Fork (the "City") and its residents, as well as understanding the City's capacity for new development, has carefully crafted the Amended Project Area Plan (the "Plan") for the Patriot Station Community Reinvestment Project Area (the "Project Area", or "Patriot Station CRA"), dated and approved by the Agency. The Plan is the result of a comprehensive evaluation of the types of appropriate land-uses and economic development opportunities for the land encompassed by Project Area which lies within the vicinity of the American Fork Station.

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 Plan contemplates a transit-oriented development consisting of: commercial office, retail, and entertainment, multi-family residential and civic gathering places. This transit-oriented project will create a unique work, live, and play development within the region that will bring extensive benefits to the area. The benefits of creating a true transit-oriented development will be immense and are further discussed throughout the Plan. The City has determined it is in the best interest of its residents to assist in the development of the Project Area. This **Amended 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 area ("CRA") 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 been observed at all times throughout the establishment of the Project Area.

In addition to supporting transit-oriented development in the area surrounding the American Fork Station through this CRA, the City is also pursuing the development of a Transportation Reinvestment Zone ("TRZ"). The TRZ, pursuant to provisions outlined in Utah Code (11-13-227 Transportation reinvestment zones) has the ability to raise revenues through interlocal agreements from sales tax and/or property tax increment. The City intends to raise about \$81.3 million through a TRZ to support transportation related development projects in the CRA's proposed boundaries and in other areas of the City.

SECTION 2: DESCRIPTION OF COMMUNITY REINVESTMENT PROJECT AREA

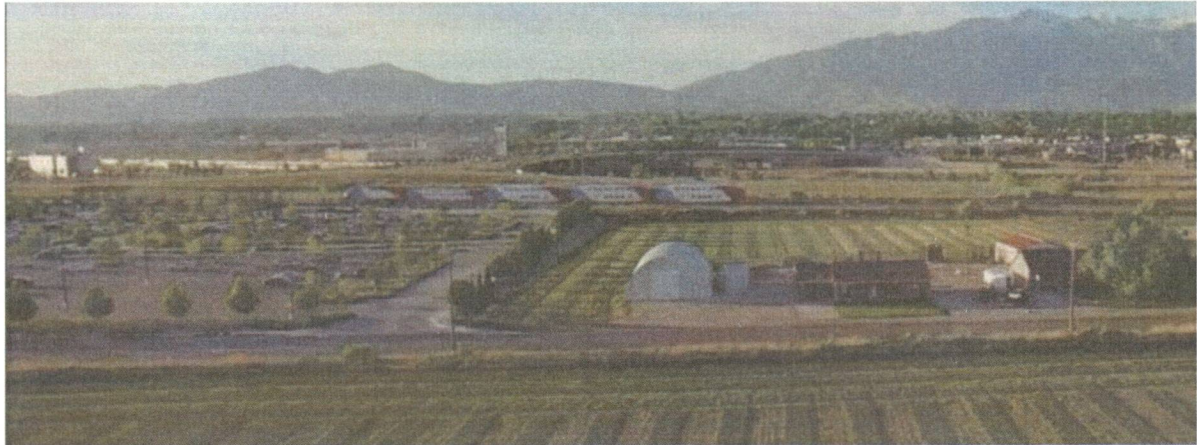
The Project Area will be created by the Agency and known as the Patriot Station Community Reinvestment Area ("Patriot Station CRA") located in the vicinity of the American Fork Station (a designated UTA station) generally to the east of 7400 West/900 East, to the west of 700 West, and to the north and south of 200 South/7750 North. The southernmost portion of the Project Area extends roughly 0.6 miles south of 200 South/7750 North. The majority of land use in the Project Area is currently agricultural but is in close proximity to utilities, transportation, and population areas. The Project Area is comprised of approximately **214 parcels**, equaling approximately **435 acres** of property.

Furthermore, it is the developer's, City's, and Agency's intent to create a unique work, live, and play environment within the area. Extensive plans for developing the area into a true transit-oriented development have been made. The creation of this type of development will provide incredible benefits to citizens, taxing entities, and the State of Utah. Additional benefits to the area and region may include, but are not limited to:

- Increased ridership and associated revenue gains for transit systems
- A larger supply of higher density affordable housing
- Economic returns to surrounding landowners and businesses
- Congestion relief and associated environmental benefits

- Improved safety for pedestrians and cyclists through non-motorized infrastructure
- Incorporation of public and private sector engagement and investment

A map of the Project Area is attached hereto in **EXHIBIT A**. For purposes of the Plan and this Budget, all properties identified in **EXHIBIT A** will be part and parcel to the plan of finance, which is discussed in greater detail herein. Below is a recent depiction of how the area surrounding the American Fork FrontRunner Station recently looked.



SECTION 3: GENERAL OVERVIEW OF PROJECT AREA BUDGET

The purpose of the Budget is to provide the financial framework necessary to implement the Plan's vision and objectives. This plan of finance is an effort to outline the various construction costs related to private investment and public infrastructure needs that will facilitate the development of the Project Area. Through the investigation and survey process of the Plan, the Agency determined that tax increment financing is essential to meet the objectives of the Patriot Station CRA. With the assistance of tax increment, the Agency will be able to guide the development of the Project Area surrounding the FrontRunner station to be its highest and best use.

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 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 **2019 tax year** which is estimated to be **\$18.9 million**. Using the tax rates established within the Project Area the property taxes levied equate to \$179.1 thousand 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

This Project Area Budget will have a twenty-year (20) duration from the date of the first tax increment received by the Agency or, will conclude once a tax increment revenue cap of **\$65 million** is reached, whichever comes first. 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 tax increment. The following year in which this tax increment will be remitted to the Agency will be Year 1, e.g., if requested prior to March 1, 2023, Year 1 of increment will be 2024. The Agency anticipates it will trigger the tax increment by March 1, 2023, but in no case will the Agency trigger the first tax increment collection after March 1, 2026, all of which will be further detailed and agreed upon by the various taxing entities through the Interlocal Agreement process.

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 2022 or 2023, initially beginning with Phase I of the Transit Core, as depicted in **EXHIBIT B**. The contemplated development, which includes all phases within the Project Area will generate significant additional property tax revenue, sales taxes, franchise taxes as well as incremental benefit in the creation of employment centers and civic gathering spaces.

Property tax increment will begin to be generated in the tax year (ending Dec 1st) following construction completion and tax increment will actually be paid to the Agency in March or April after collection. It is projected that property tax increment generation within the Project Area could begin as early as 2023 or as late as 2026. 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 \$92.8 million. This Budget and the Plan envision that 60-percent of these dollars will be necessary to fund infrastructure that will support the density and uses contemplated herein. A table illustrating how much incremental property tax revenue is contributed by each taxing entity can be found below (**Table 4.2**). This amount is over and above the \$3.58 million of base taxes that the property would generate over 20 years plus the estimated increase without a CRA of \$34.9 million.

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 Tax Year 2019 taxable value is estimated to be \$18.9 million. The collective taxing entities are receiving \$179.1 thousand in property tax annually from this Project Area's base year value. This equates to approximately \$3.58 million over the twenty-year life of the Project Area.

There is limited need to demolish buildings, and only a very few site and building demolitions will need to occur to facilitate the envisioned development as outlined in the Plan. However, the lack of adequate public infrastructure makes the development of the Project Area extremely difficult. The building demolitions will be greatly offset by the increase in value from infrastructure and development of the land.

The Plan anticipates that some properties will be developed privately and then transferred to a tax-exempt organization to promote its tax-exempt purposes. This approach has been contemplated to develop adequate civic gathering places for residents and patrons to enjoy a live, work, and play environment. Examples where development and transfers could occur are the train station, the public square, and cultural arts and recreation facilities. In the event that property comes under the ownership of a tax-exempt organization and is no longer subject to property taxes, the property will be removed from the Project Area and its contribution to the base year value.

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

Entity	Total	NPV at 2.5%
Utah County	\$369,586	\$288,077
Alpine School District (Local & School Levy)	2,498,204	1,947,246
American Fork City	565,917	441,108
North Utah County Water Conservancy District	5,674	4,423
Central Utah Water Conservancy District	141,857	110,572
Total Revenue	\$3,581,239	\$2,791,426

Property Tax Increment Shared with RDA (60% Participation Rate for 20 Years or \$65 Million Cap)

All taxing entities that receive property tax generated within the Project Area, as detailed above, are estimated to share at least a portion of that increment generation with the Agency. All taxing entities are estimated to contribute 60% of their respective tax increment for 20 years, or until the Agency raises \$65 million in tax increment revenue, whichever comes first. **Table 4.2** shows the amount of Tax Increment shared with the Agency, assuming the participation levels discussed above.

TABLE 4.2: SOURCES OF TAX INCREMENT FUNDS

Entity	Percentage	Length	Total	NPV at 2.5%
Utah County	60%	20 Years	\$5,747,391	\$4,439,740
Alpine School District (Local & School Levy)	60%	20 Years	38,849,305	30,010,276
American Fork City	60%	20 Years	8,800,509	6,798,209
North Utah County Water Conservancy District	60%	20 Years	88,240	68,164
Central Utah Water Conservancy District	60%	20 Years	2,206,010	1,704,097
Total Sources of Tax Increment Funds			\$55,691,455	\$43,020,486

* 20 Years in length or until the Agency has raised \$65 million in tax increment revenues, whichever comes first.

Additionally, as shown in **Table 4.3** below, the Project Area is predicted to generate 2.7 times the property tax revenue with a CRA than without one. It is important to note that the model used to determine non-incentivized development included high density multi-family housing. It is likely that without a CRA, the development in the area would need to be switched to single family instead of multi-family. Lot size would also need to be increased to .25 acres. Consequently, the area would produce more primary residences and create more students. If multi-family development was taken out of the model entirely, the 20-year property tax generation in the non-incentivized development model would decline sharply. As a result, the Agency and taxing entities will experience economic benefit, even greater than is shown in the table below, by participating in a CRA in the Patriot Station Project Area.

TABLE 4.3: INCENTIVIZED VS. NON-INCENTIVIZED DEVELOPMENT

Non-Incentivized Development		Incentivized Development	
Taxing Entity	20 Year Incremental Revenues (NPV)	Taxing Entity	20 Year Incremental Revenues (NPV)
Utah County	\$2,746,863	Utah County	\$7,399,566
Alpine School District	18,567,329	Alpine School District	50,017,127
American Fork City	4,206,045	American Fork City	11,330,349
North Utah County Water Conservancy District	42,173	North Utah County Water Conservancy District	113,606
Central Utah Water Conservancy District	1,054,323	Central Utah Water Conservancy District	2,840,161
Total	\$26,616,733	Total	\$71,700,810

Uses of Tax Increment

The establishment of the FrontRunner train station in American Fork City creates the inevitability for growth and development in the area surrounding the station, whose current primary use is agricultural. As observed throughout Utah and Salt Lake Counties, organic growth and development on undeveloped land is typically low density, requiring considerable horizontal space for parking. Within American Fork City some development has hindered efficient tax base expansion and sustainability by vast expanses of parking lots in the commercial center around the I-15 Freeway and Main Street. If the area surrounding the FrontRunner Station were to be guided with careful planning from the City and Agency, the land would develop more quickly, with higher density, and reach its potential as true transit-oriented development ("TOD"). "But-for" the creation of the Patriot Station CRA, and the use of public funds, the undeveloped area surrounding the American Fork train station will not organically develop into a TOD but will develop slowly and produce a fraction of the tax revenues that a TOD would produce.

Dedicated Funding for Affordable Housing Pilot Program

The Agency will also be offering an affordable housing pilot program in this Project Area for employees of Alpine School District, Utah County Sheriff's Office, and Police Officers in the American Fork Police Department. The Agency pledges to contribute up to \$7.6 million in rent or down payment assistance over the life of the project to help employees who are in low to moderate income ranges. As shown in **Table 4.4**, the Agency expects to generate enough funding to assist 100 employees annually with rent or 20 employees annually with down payments. By enacting this affordable housing program, the Agency hopes to combat the housing and retention crises School District and Public Safety employees are facing throughout Utah County. The established guidelines of the program can be found in a separate governing document.

Due to the extensive amount of Tax Increment to be generated by Alpine School District for the Project Area, the Agency and School District have agreed that a minimum of 65% of funding set aside for the affordable housing pilot program will be reserved for School District employees. Additionally, the Agency will not place a cap on total the funding percentage of pilot program funds that may be used to assist employees of the School District.

Proximity of affordable housing to the FrontRunner station and transit-oriented development will offer further benefits for employees and taxing entities by incentivizing increased lengths of employment and longevity.

TABLE 4.4: AFFORDABLE HOUSING PILOT PROGRAM PROJECTIONS

Yearly Funding Available	Rental Assistance Per Month	1 Year Rental Assistance Total	Per Down Payment Assistance Amount	Employees Assisted Yearly with Rent	Employees Assisted Yearly with Down Payments
\$300,000	\$250	\$3,000	\$15,000	100	20

Overall, the majority of tax increment (74.3%) will be used to facilitate the creation of a true TOD, meaning higher density and a "live, work, and play" environment for residents, employees and patrons. The following table (**Table 4.5**) illustrates the uses for tax increment that will facilitate the creation of a TOD, how residents will benefit, and details related to the costs of infrastructure and other amenities.

TABLE 4.5: DETAILED USES FOR TAX INCREMENT

Project	200 South Improvements	Total Costs	% From CRA	CRA Cost
Utilities	The plan is for utility infrastructure to be up sized to accommodate buildout. This will enable the unhindered development of the project area. It is also more cost effective to build infrastructure to accommodate buildout conditions.	\$7,620,000	70%	\$5,334,000
Right of Way	The acquisition of land for the necessary right of way will be critical to the success of the TOD.	1,440,000	70%	1,008,000
200 South Road	Four lanes of travel with strategic, on-street parking with a center bike / pedestrian trail (trail to be paid for by MAG funds).	8,400,000	70%	5,880,000
Landscaping	Streets and boulevard will be landscaped and create a high-quality environment and flexibility for either residential, or commercial development.	3,660,000	60%	2,196,000
Fiber Optic	Provides conduit and fiber to provide connectivity to office space and residential components.	675,000	80%	540,000
Lighting	High quality lighting will improve the aesthetics of the area as well as the public safety.	2,580,000	70%	1,806,000
Signalization	Will include 5 key intersections to be controlled via signal	1,380,000	70%	966,000
Plan and Design	Design, construction management, and inspection services	1,296,000	60.8%	788,332
Contingency		1,200,000	100%	1,200,000
200 South Improvements Total		\$28,251,000		\$19,718,332
Project	Potential Uses (Community Gathering/Civic Space)			
Gathering Space and Access Improvements	The Agency will support the creation of public gathering spaces and access improvements, which may include, but will not be limited to, a flyover and roadway improvements, within the Project Area. These enhancements will	\$13,975,000	70%	\$9,782,500

	provide a welcoming and vibrant environment for businesses, residents, and visitors.			
Public Town Square	The town square common space will be adjacent to retailers, offering an inviting atmosphere and supporting growth and economic activity in the area.	1,600,000	70%	1,120,000
Plan & Design	Mixed use design via the TOD code shall be attained through careful and detailed planning, including plans from Perkins and Eastman.	240,000	61%	146,400
Affordable Housing Program	Dedicated monies to aid School District and Public Safety employees with affordable housing.	\$7,600,000	60.5%	\$4,600,000
Contingency		1,200,000	100%	1,200,000
Community Gathering/Civic Space Total		\$24,615,000		\$16,848,900
GRAND TOTAL		\$52,866,000		\$36,567,232

As shown in **Table 4.6**, 10% of the Project Area's tax increment will go toward affordable housing, as outlined in the Act. A portion (\$3 million) of that 10% designated for affordable housing will be set aside for the Agency's **affordable housing program**. This will provide a total of approximately \$7.6 million for the Agency to assist Alpine School District, Utah County Sheriff, and American Fork Police Officers with affordable housing over the 20-year life of the project. The remaining 5% of the Project Area's tax increment will be used to offset the administration costs of the Agency for the CRA.

TABLE 4.6: USES OF TAX INCREMENT

Uses	Total	NPV at 2.5%
Redevelopment Activities @ 74.3%	\$41,382,883	\$31,967,232
Affordable Housing Program @10.7%	5,954,854	4,600,000
CRA Housing Requirement @ 10%	5,569,146	4,302,049
Project Area Administration @ 5%	2,784,573	2,151,024
Total Uses of Tax Increment Funds	\$55,691,456	\$43,020,486

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

Utah County Uses of Tax Increment

As shown in **Table 4.7**, Utah County will generate approximately \$5.7 million of Tax Increment funds to be used by the Agency over the 20-year life of the Project. These Tax Increment funds will only be used for infrastructure, affordable housing, and project area administration. Tax Increment funds set aside by the Agency for affordable housing and the Agency's affordable housing pilot program will be used solely for down payment assistance rather than rental assistance.

TABLE 4.7 UTAH COUNTY USES OF TAX INCREMENT

Uses	Total	NPV at 2.5%
Infrastructure @ 74.3%	\$4,270,312	\$3,298,727
Affordable Housing @ 20.7%	1,189,710	919,026
Project Area Administration @ 5%	287,370	221,987
Total Uses of Tax Increment Funds	\$5,747,391	\$4,439,740

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

As described above, the collective taxing entities are receiving approximately \$179.1 thousand in property taxes from the Tax Year 2019 value from this Project Area. With the creation of the American Fork FrontRunner Station, development and growth in the area is inevitable. The budgeting model assumes that without direction and support from the Agency, the developments' density is decreased by 25-percent and the absorption schedule is twice as drawn-out. Realistically, the Agency can contend that the development's density would be decrease even more and only

single-family homes would be built in the area without the help of a CRA. As mentioned previously in the Budget, this is due to the lack of adequate infrastructure in the project area.

Under the conditions of unsupported development, the budgeting model concludes that the area surrounding the train station will produce a total of \$34.9 million in tax increment with a net present value of \$26.6 million. Under the conditions of a CRA, the model concludes that the area will produce \$92.8 million in tax increment revenues with a net present value of \$71.7 million.

The benefit of supporting development will be enhanced if the Project Area reaches its \$65 million revenue cap before the 20-year expiration date and the Project Area is able to sunset sooner. If that happens, the taxing entities will realize the full benefits of participation sooner. At the end of the life of the project area, the taxing entities will receive 100-percent of their respective tax increment. **Table 4.7** illustrates the property taxes that will be paid at the conclusion of the project area.

TABLE 4.8: TOTAL BASE YEAR AND END OF PROJECT LIFE ANNUAL PROPERTY TAXES

Entity	Annual Base Year Property Taxes	Annual Property Tax Increment at Conclusion of Project	Total Annual Property Taxes
Utah County	\$18,479	\$497,232	\$515,712
Alpine School District (Local & School Levy)	124,910	3,361,025	3,485,936
American Fork City	28,296	761,371	789,667
North Utah County Water Conservancy District	284	7,634	7,918
Central Utah Water Conservancy District	7,093	190,852	197,945
Total Revenue	\$179,062	\$4,818,115	\$4,997,176

The Project Area contains a considerable amount of value in the land that is currently classified as greenbelt and used for agricultural purposes. For example, AF Utah, LLC. owns 18.87 acres of land with a current market value of \$2.7 million and a taxable value of \$442 thousand. Once the greenbelt status is removed from the parcels, their taxable value will more closely reflect their market value, creating about \$2.3 million in incremental value.

The market value of the Project Area in 2020 was \$65.9 million, while the Tax Year 2019 taxable value was \$18.9 million. As more properties develop and lose their greenbelt status, the land's taxable value will reflect its market value. This \$47 million difference between the market value and the taxable value will boost the Project Area's incremental value and will accelerate the sunset date by helping the Area reach its revenue cap sooner.

SECTION 5: COST/BENEFIT ANALYSIS

Additional Revenues

Other Tax Revenues

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

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

TABLE 5.1: TOTAL REVENUES

Entity	Property Tax	Sales Tax	Franchise Tax	School District Revenues	Total Incremental Revenues
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Utah County	\$9,578,985	\$2,330,254	-		\$11,909,239
Alpine School District (Local & School Levy)	64,748,841	-	-	31,619,066	96,367,908
American Fork City	14,667,515	3,864,812	7,375,051		25,907,378
North Utah County Water Conservancy District	147,067	-	-		147,067
Central Utah Water Conservancy District	3,676,683	-	-		3,676,683
Total Revenue	\$92,819,092	\$6,195,066	\$7,375,051	\$31,619,066	\$138,008,275

Additional Costs

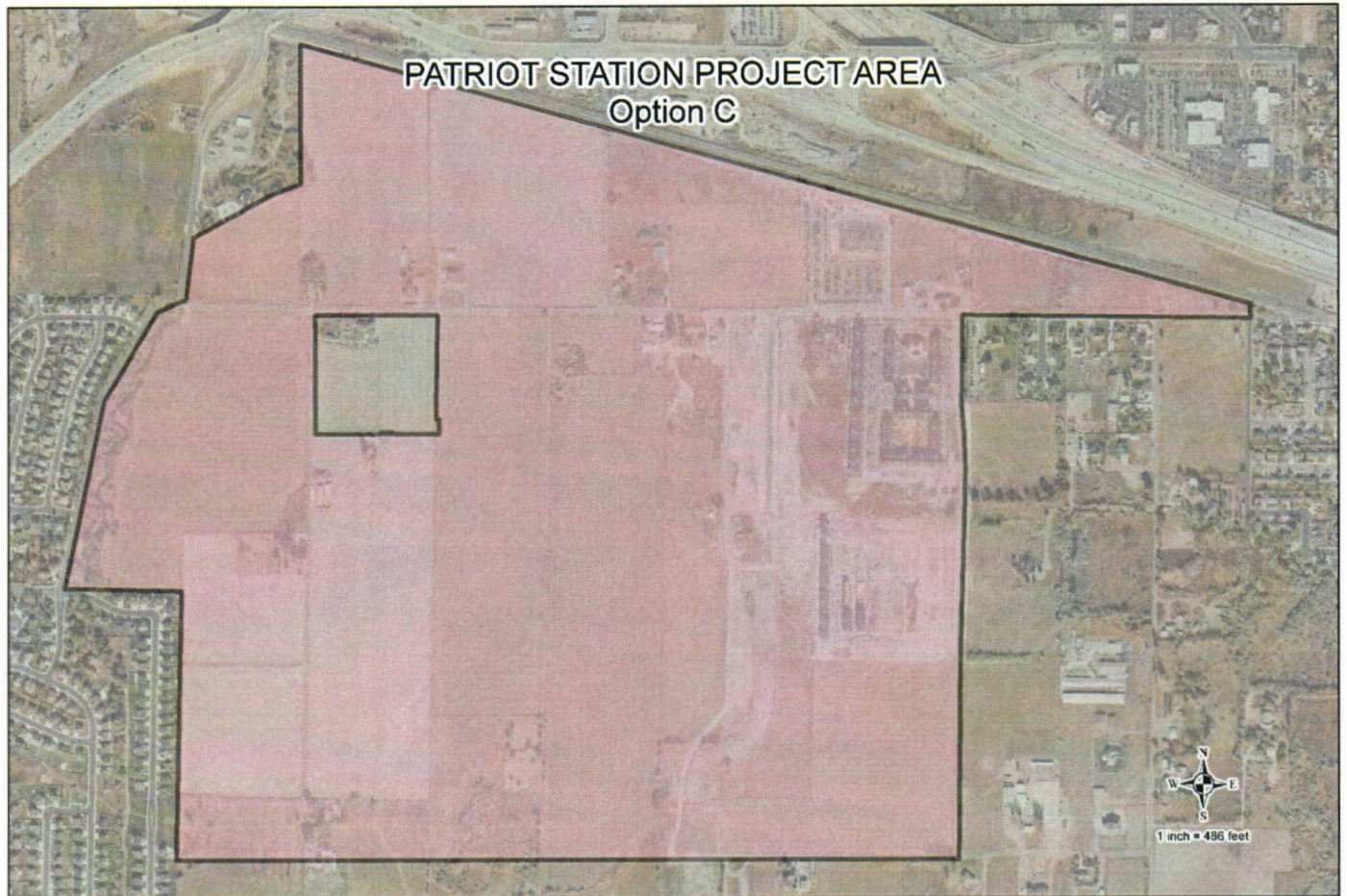
The development anticipated within the Project Area will also likely result in additional general government, public works, public safety, and school district costs. These costs, along with the estimated budget to implement the Project Area Plan, are identified below.

TABLE 5.2: TOTAL ENTITY EXPENDITURES

Entity	CDA Budget	General Government	Public Works	Public Safety	Parks & Recreation	School District Expenditures	Total Incremental Expenditures
Utah County	\$5,747,391	-	-	-	-		\$5,747,391
Alpine School District (Local & School Levy)	38,849,305	-	-	-	-	37,051,027	75,900,332
American Fork City	8,800,509	795,274	2,702,364	7,951,187	2,072,857		22,322,191
North Utah County Water Conservancy District	88,240	-	-	-	-		88,240
Central Utah Water Conservancy District	2,206,010	-	-	-	-		2,206,010
Total Expenditures	\$55,691,455	\$795,274	\$2,702,364	\$7,951,187	\$2,072,857	\$37,051,027	\$106,264,164

The total net benefit to the taxing entities of participating in the Project Area is \$31.7 million, with the City's net benefit being \$3.6 million and the School District's net benefit being \$20.5 million. Alpine School District, Utah County, and American Fork City employees will also experience the added benefit of \$6 million in Affordable Housing Pilot Program funding that the Agency has pledge to create and administer in the Project Area.

EXHIBIT A: PROJECT AREA MAP



[illegible]

UNAPPROVED MINUTES

AMERICAN FORK REDEVELOPMENT AGENCY

MAY 9, 2023

SPECIAL SESSION MINUTES

Members Present:

Bradley J. Frost	Chairman
Kevin Barnes	Board Member
Staci Carroll	Board Member
Ryan Hunter	Board Member
Rob Shelton	Board Member

Members Absent:

Clark Taylor	Board Member
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Staff Present:

David Bunker	City Administrator
Terilyn Lurker	City Recorder
Cherylyn Egner	Legal Counsel
Cameron Paul	Police Chief
Aaron Brems	Fire Chief
Susan Goebel-Canning	Public Works Director
Patrick O'Brien	Development Services Director
Anna Montoya	Finance Director
Micah Hunsaker	Information Systems Specialist
Casandria Crane	Library Director

Also present: Janessa Olson and eight additional citizens.

The American Fork City Redevelopment Agency held a special session on Tuesday, May 9, 2023, at City Hall, located at 31 N. Church Street, commencing at 6:48 p.m.

SPECIAL SESSION

1. Roll Call

Chairman Frost conducted roll call and excused Board Member Taylor.

2. Presentation and acceptance of the RDA tentative budget for fiscal year ending June 30, 2024.

Anna Montoya explained there are two active RDAs, the Egg Farm EDA and Patriot Station CRA. They are currently finishing up projects in the Egg Farm EDA which includes the 1100 South and 1500 South improvements, as well as storm drain improvements. This is the last year

UNAPPROVED MINUTES

of budgeted projects. With the Patriot Station CRA, funding was secured for the 200 South project, which is included in the budget. They will be triggering the tax increment funding this year.

Board Member Barnes moved to adopt the RDA tentative budget for fiscal year ending June 30, 2024, and set the public hearing for June 13, 2023. Board Member Shelton seconded the motion. Voting was as follows:

Board Member Barnes	Yes	
Board Member Carroll	Yes	
Board Member Hunter	Yes	
Board Member Shelton	Yes	
Board Member Taylor	Absent	The motion carried.

3. Review and action on the approval of the January 24, 2023, annual meeting minutes.

Board Member Shelton moved to approve the January 24, 2023, annual meeting minutes.

Board Member Hunter seconded the motion. Voting was as follows:

Board Member Barnes	Yes	
Board Member Carroll	Yes	
Board Member Hunter	Yes	
Board Member Shelton	Yes	
Board Member Taylor	Absent	The motion carried.

4. Unfinished business.

There was no unfinished business.

5. New Business

There was no new business.

6. Adjournment

Board Member Hunter moved the adjourn the meeting. Board Member Shelton seconded the motion. All were in favor.

The meeting was adjourned at 6:51 p.m.

UNAPPROVED MINUTES

AMERICAN FORK REDEVELOPMENT AGENCY

JUNE 13, 2023

PUBLIC HEARING MINUTES

Members Present:

Bradley J. Frost	Chairman
Kevin Barnes	Board Member
Ryan Hunter	Board Member
Rob Shelton	Board Member
Clark Taylor	Board Member

Members Absent:

Staci Carroll	Board Member
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Staff Present:

David Bunker	City Administrator
Terilyn Lurker	City Recorder
Derric Rykert	Community Services Director
Cherylyn Egner	Legal Counsel
Cameron Paul	Police Chief
Susan Goebel-Canning	Public Works Director
Patrick O'Brien	Development Services Director
Anna Montoya	Finance Director
George Schade	IT Director

Also present: Brad Giles, Everett Giles, Justin Warner, Ken Berg, and three additional citizens.

The American Fork City Redevelopment Agency held a public hearing on Tuesday, June 13, 2023, at City Hall, located at 31 N. Church Street, commencing at 6:50 p.m.

PUBLIC HEARING

- Receiving public comment on the fiscal year 2024 budget (July 1, 2023, to June 30, 2024)

There were no public comments.

The hearing closed at 6:51 p.m.