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# M E M O R A N D U M

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**DATE:** November 5, 2009  
**TO:** City Council Members  
**FROM:** Jennifer Bruno, Deputy Director  
**RE:** Community Development Area (CDA) for the reconstruction of the North Temple Viaduct

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\*\*Note: The administration may have additional information or more recent versions of the interlocal agreements to add to the transmittal after packets are distributed. Council staff will forward information as it becomes available.\*\*

## **COUNCIL ACTION NEEDED**

- Adopt the attached resolution, which approves the terms of two interlocal agreements (*it is Council Staff's understanding that this resolution would need to be adopted on the night of November 5<sup>th</sup>*):
  1. Interlocal Agreement #1 - Agreement among the Redevelopment Agency (RDA) and Taxing Entities (Salt Lake City, Salt Lake County, and Salt Lake City School District) to authorize the use of a portion of property tax increment to support the reconstruction of the North Temple Viaduct (*referred to from now on as the "Four Party Agreement"*).
  2. Interlocal Agreement #2 - Agreement between the RDA and the City, for the RDA to pay the City all tax increment generated in the CDA for the purpose of paying debt service relating to the reconstruction of the North Temple Viaduct (*referred to from now on as the "Two Party Agreement"*).

## **KEY ELEMENTS**

- A. These interlocal agreements are necessary to authorize the RDA to collect the property tax increment (property tax generated above the "base year") in a given boundary from various taxing entities for a period of 25 years, and to authorize the RDA to transfer said increment to the City for the purposes of paying bonds used to reconstruct the North Temple Viaduct.
  1. The boundary of the proposed CDA is shown in the map in the Administration's transmittal - generally North of North Temple between 400 and 500 West (except South of 200 North, where the boundary extends to 300 West).
  2. The term of the proposed CDA is 2012 to 2036 (25 years).
  3. The RDA will collect a 1.5% "Administrative Fee" on each year of increment.
  4. Per the Four Party interlocal agreement, the only authorized use of tax increment (with the exception of Administrative fees), will be to re-pay debt service. Increment can also be used to re-pay the general fund in years where it may have covered a shortfall in debt service payment (*the two party*

*agreement calls for this interest to be the “True Interest Cost” of the Viaduct bonds issued by the City, and to compound annually).* **See next section on the following page for more information on the City bonds.**

5. The four party agreement establishes that the total principal amount of increment for all taxing entities to contribute over the 25 year period will be capped at \$13 million (*note: this cap does not apply to re-payments of general fund loans made to the CDA*).
  6. Any amount generated by the CDA beyond the \$13 million cap (and beyond re-payments to the general fund) will be returned to the appropriate taxing entity.
  7. The Administration’s estimates for CDA increment amount to a present value of just over \$13 million over the 25 years.
    - i. These estimates are based on the assumption of a \$65 million, taxable commercial development in 2014 and a \$35 million taxable residential development in 2016.
    - ii. The property owner indicates an intention to pursue development along this scale, and possibly more. *The Administration has indicated that the property owner is willing to meet with Council Members to discuss the potential development.*
    - iii. The City has no guarantee that development of this scale will proceed on this schedule, nor does the City have any recourse if development does not happen within the timeframe of the CDA.
    - iv. If the property owner does not develop a project along the lines of the scale assumed in the RDA staff analysis, the CDA area will not generate sufficient increment to cover the debt service.
    - v. If the property owner develops a project with a higher taxable value than what is assumed, then the CDA will generate more increment than necessary to service the debt, and this surplus will be returned to the taxing entities (*after re-payment of any general fund loans*).
    - vi. It is likely that the City will issue bonds before the first phase of the development (the commercial building) is processed for permits and built.
- B. The RDA presented Interlocal Agreement #1 (Four Party Agreement) to the Salt Lake County Council on October 27<sup>th</sup>. While the County did not approve the proposal that night, the response was favorable. The RDA will present this interlocal to the School District on November 3<sup>rd</sup>.
- C. The City Council adopting Interlocal Agreement #1 will begin a 30 day protest period, at which time any property owner within the CDA may protest the creation of the CDA. The Council does not have a statutory requirement to stop the creation of the CDA if a certain number of property owners protest (as is the case with the Special Assessment Area).
1. The Council Chair has recommended having a public hearing regarding this issue on December 1, although it is not required by statute.
- D. The next step in the Council process would be for the Council to consider adopting an ordinance which would certify the draft project area plan. Council Staff understands that this will occur on December 8<sup>th</sup>.

- E. The Board of Directors of the Redevelopment Agency will have a number of additional steps in finalizing the creation of the CDA. RDA staff will provide information for those steps.

**DEBT SERVICE/POTENTIAL FUTURE IMPACT ON CITY GENERAL FUND**

The draft project area plan, adopted by the Redevelopment Agency, calls for the City to issue special revenue bonds to pay for the project costs of the viaduct. The City Council has also committed to authorizing bonds to pay for this project (resolution adopted September 2009).

- A. Based on the funding sources outlined in the draft project area plan, the City will issue a \$16.4 million bond. Council staff estimates this debt service to be approximately \$1.1 million per year (*note: the information contained in the Administration's transmittal shows a debt service of \$920,000 per year*).

<b>Project Cost</b>	<b>\$ 71,000,000</b>
 <b>Sources</b>	
UTA	\$ 25,000,000
State	\$ 20,000,000
WFRC	\$ 5,000,000
Public Utilities	\$ 4,000,000
WFRC- Reallocation of Project funds	\$ 730,000
 <b>Total Gap</b>	 <b>\$ 16,270,000</b>
<i>Sales Tax Bond - to be paid by the SAA, CDA, and general fund loan to CDA</i>	

- B. Under the terms of the interlocal agreement (Four Party Agreement), the City would not issue bonds until UTA has finalized project costs and executed a not-to-exceed construction contract. As the issuer of the bonds the City's general fund is the guarantor and ultimate source of payment for these bonds.
- C. **See attached spreadsheet for potential cash flow as it relates to the payment of this bond.**
- D. Proceeds from the special assessment area could augment debt service fully in the three to four initial years (2011-2013) of the CDA, and partially in years after that (*note: the amount and length of time that the SAA will be able to cover will depend on the payment schedule agreed to by property owners. The attached spreadsheet assumes \$1.3 million of the SAA will come over 20 years*). After that the general fund would have to cover any amount not generated by CDA increment.
- E. Based on the Administration's estimates for increment generated by the CDA, the general fund will be augmenting debt service for approximately 10 years (from 2014-2023), totaling \$1.7 million (approximately \$200,000 per year).
  - a. The Two Party Agreement (between the City and RDA) calls for the CDA to repay the general fund (with interest matching the interest on the bond) any amount loaned, compounded annually.
  - b. Given the estimates provided by the Administration, it appears that CDA will generate surplus in the last 13 years of the SAA, enough to pay the general fund back in total, with interest.

- c. The Administration is continuing to finalize an accounting mechanism by which to guarantee these re-payments. *The Council may wish to discuss this issue further.*

### **MASTER PLAN AND POLICY CONSIDERATIONS**

- A. The Draft Project Area Plan (attached) analyzes the existing land uses in the area, the layout of streets, population and building densities.
- B. The current zoning of the property along 400 West is General Commercial (GC). The property fronting the railroad lines is zoned Light Manufacturing (M-1).
- C. As the property owner does not have a specific plan for buildings submitted, staff cannot be certain if a zoning amendment will be needed. However, one may be required depending on what is proposed for the property.



25  
2036

\$ 1,524,041

\$ 1,524,041



RALPH BECKER  
MAYOR

# SALT LAKE CITY CORPORATION

OFFICE OF THE MAYOR

## CITY COUNCIL TRANSMITTAL

  
David Everitt, Chief of Staff

Date Received: 10/28/2009  
Date sent to Council: 10/28/2009

**TO:** Salt Lake City Council  
Carlton Christensen, Chair

**DATE:** October 27, 2009

**FROM:** David Everitt, Chief of Staff  
Office of the Mayor

**SUBJECT:** Resolution Authorizing the Mayor to sign an Interlocal Agreement with the Redevelopment Agency for the purpose of funding a portion of the reconstruction of the North Temple viaduct.

**STAFF CONTACT:** Ben McAdams, Senior Advisor 535-7939

**DOCUMENT TYPE:** Resolution and Interlocal Agreement

**RECOMMENDATION:** That the Council approve the attached agreement and forward to the Mayor for execution in behalf of the City.

**BUDGET IMPACT:** Additional funding for the reconstruction of the North Temple viaduct is anticipated to fund an anticipated total project cost of \$71 million.

**BACKGROUND/DISCUSSION:** Salt Lake City is negotiating an interlocal agreement with the Redevelopment Agency, Salt Lake County and the Salt Lake City School District for the reconstruction of the North Temple viaduct. The Administration proposed funding a portion of the reconstruction through a CDA that would direct property tax increment in a project area to the north of the project.

## Interlocal Agreement

**THIS INTERLOCAL AGREEMENT** is entered into as of this \_\_\_ day of \_\_\_\_\_, 2009, by and among the **REDEVELOPMENT AGENCY OF SALT LAKE CITY** (the “**AGENCY**”) and **SALT LAKE CITY CORPORATION** (the “**CITY**”) (together, the “**PARTIES**”).

**A. WHEREAS** the Agency was created pursuant to the provisions of the Utah Redevelopment Law and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Salt Lake City, Utah as contemplated by the Act; and

**B. WHEREAS** pursuant to Resolution No. 665.07 adopted by the Agency on October 13, 2009, the Agency has commenced the process under the Act to create the North Temple Viaduct Community Development Project Area (the “**Project Area**”), and has prepared a draft of a community development project area plan for the Project Area, a copy of which is attached hereto as **EXHIBIT A** and incorporated herein by this reference (the “**Draft Project Area Plan**,” which includes the legal description and a map of the Project Area), pursuant to which the Agency desires to support the reconstruction of the North Temple viaduct in order to replace the existing viaduct with an integrated roadway/transit structure that touches ground level at 400 West, which will create (in each direction) two lanes of roadway traffic, TRAX lines (with a station), bike lanes, and sidewalks (the “**Project**”) and which will facilitate economic development in the Project Area; and

**C. WHEREAS** each of the City, Salt Lake County (the “**County**”), and the Board of Education of Salt Lake City School District (the “**District**”) have determined that it is in the best interests of the County, the City, and the District, respectively, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Draft Project Area Plan; and

**D. WHEREAS** in the event that the Agency adopts the Draft Project Area Plan (as so adopted, the “**Plan**”), it will be in the best interests of the Agency and the City to enter into an interlocal agreement with the County and the District (the “**Tax Increment Sharing Interlocal Agreement**”) pursuant to which each of the County, the City and the District consent, in accordance with UCA § 17C-4-201(1), to the payment to the Agency of its share of the tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(44) (hereinafter “**Tax Increment**”)), created by the Project, to assist in the development and completion of the Project as provided in the Plan; and

**E. WHEREAS** pursuant to the Tax Increment Sharing Interlocal Agreement and the Plan, the City has agreed to issue special revenue bonds (the “**Viaduct Bonds**”) to pay for Project Costs (as such term is defined therein), and to make the debt service payments on the



Viaduct Bonds (each such payment of principal and interest being referred to therein and herein as a “**City Advance**”); and

**F. WHEREAS** pursuant to the Tax Increment Sharing Interlocal Agreement and the Plan, the City may make one or more contributions to pay for Project Costs not covered by the proceeds of the Viaduct Bonds (each such contribution being referred to herein as a “**City Contribution**”); and

**G. WHEREAS** pursuant to the Tax Increment Sharing Interlocal Agreement and the Plan, the Agency and the City have agreed that the total principal amount of the Viaduct Bonds, the total amount of the City Advances used to make payments of principal under the Viaduct Bonds, and the total principal amount of City Contributions to be financed with Tax Increment pursuant to this Agreement shall not exceed, collectively, Thirteen Million Dollars (\$13,000,000) (the “**Viaduct Debt Principal Cap**”), and that City Advances used to make payments of interest on the Viaduct Bonds shall not be subject to the Viaduct Debt Principal Cap;

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

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

**1. Financing of Project Costs.**

**a.** The Agency agrees to pay the City all of the Tax Increment it receives from the County, the City, and the School District pursuant to the Tax Increment Sharing Interlocal Agreement (minus the Administrative Fee (as defined below)) in order to reimburse the City for each City Advance and for each City Contribution, up to a principal amount equal to the Viaduct Debt Principal Cap, together with interest at the Applicable Interest Rate (as defined in subsection c below) accrued from the date of such City Advance or such City Contribution, as the case may be, to the date of the City’s reimbursement, compounded annually.

**b.** The Agency shall make each payment to the City required under subsection a above within fifteen (15) days of the date that the Agency receives the Tax Increment from the County, the City and the School District.

**c.** The City agrees that the Viaduct Bonds will not be issued unless and until the Utah Transit Authority (“**UTA**”) has determined in accordance with the City-UTA Interlocal Agreement (as defined in the Project Area Plan) that UTA has secured adequate funding for the Project and finalized the construction cost of the Project through firm bids and execution of a binding not-to-exceed construction contract.

**d.** For the purposes of this Agreement, the “**Applicable Interest Rate**” shall mean the interest rate that is equal to the true interest cost (“**TIC**”) of the Viaduct Bonds, as determined by the underwriters of the Viaduct Bonds.

**2. Additional Condition; Final Project Area Plan.** Each of the Parties agrees that in the event that the Agency does not approve the Draft Project Area Plan pursuant to UCA 17C-4-102(1(f), this Agreement shall terminate and no Party shall have any further obligation hereunder. In the event that the Agency approves the Draft Project Area Plan pursuant to UCA 17C-4-102(1(f) in the form of Exhibit A attached hereto, then the “Project Area Plan” hereunder shall be such approved plan. In the event that the Agency makes any changes to the Draft Project Area Plan in the form of Exhibit A attached hereto in connection with its approval pursuant to UCA 17C-4-102(1(f), the Agency shall provide the City with a copy of such revised Project Area Plan. If the City approves such revised Project Area Plan, then the Parties shall amend this Agreement to attach such revised Project Area Plan, and the “Project Area Plan” hereunder shall be the revised Project Area Plan attached to the amendment. In the event that the Parties do not execute an amendment within 90 days of the date the Agency provides the City the copy of such revised Project Area Plan, this Agreement shall terminate and no Party shall have any further obligation hereunder.

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

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

**5. 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 in behalf of each Party pursuant to and in accordance with the 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;

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-4-202 of the Act and shall continue through the date on which all of the Tax Increment has been paid to and disbursed by the Agency as provided herein or the Agency ceases to receive such Tax Increment pursuant to the Tax Increment Sharing Interlocal Agreement.

f. Following the execution of this Agreement by each of the Parties, each Party shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-4-202 of the Act.

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

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

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

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

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

a. such holding or action shall be strictly construed;

b. such provision shall be fully severable;

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

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

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

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

**12. Time is of the Essence.** Time shall be of the essence of this Agreement.

**13. Incorporation of Recitals.** The recitals set forth above, "A" through "H," are hereby incorporated by reference as part of this Agreement.

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

*[The balance of this page was left blank intentionally.]*

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR AGENCY**

REDEVELOPMENT AGENCY OF SALT LAKE CITY

By: \_\_\_\_\_  
Ralph C. Becker  
Its Chief Administrative Officer

By: \_\_\_\_\_  
D.J. Baxter  
Its Executive Director

Approved as to legal form:

Jones, Waldo, Holbrook and McDonough, PC

By: \_\_\_\_\_

*[Signatures continue on next page.]*

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY**

SALT LAKE CITY CORPORATION

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
By: \_\_\_\_\_  
Senior City Attorney

**Draft Project Area Plan**

**RESOLUTION OF THE SALT LAKE CITY COUNCIL APPROVING THE TERMS OF  
INTERLOCAL AGREEMENT WITH REDEVELOPMENT AGENCY OF SALT LAKE  
CITY, SALT LAKE COUNTY, AND THE SALT LAKE CITY SCHOOL DISTRICT  
BOARD OF EDUCATION TO AUTHORIZE USE OF A PORTION OF TAX  
INCREMENT TO SUPPORT THE RECONSTRUCTION OF THE NORTH TEMPLE  
VIADUCT**

**AND**

**INTERLOCAL AGREEMENT WITH REDEVELOPMENT AGENCY OF SALT LAKE  
CITY PURSUANT TO WHICH THE REDEVELOPMENT AGENCY OF SALT LAKE  
CITY AGREES TO PAY TO SALT LAKE CITY ALL TAX INCREMENT RECEIVED  
FROM SALT LAKE COUNTY WITH RESPECT TO NORTH TEMPLE VIADUCT  
PROJECT AREA**

**WHEREAS**, Salt Lake City Corporation (the “City”) and the Utah Transit Authority (“UTA”) entered into an Interlocal Agreement Regarding the Design and Construction of the Airport Light Rail Transit Project dated June 12, 2008 (the “Airport Line Interlocal Agreement”), which provides for the construction of an extension of UTA’s light rail line from the existing TRAX system located within the City to the Airport (the “Airport Line”); and

**WHEREAS**, construction of the Airport TRAX Line is currently underway; and

**WHEREAS**, UTA’s presently planned alignment for the Airport TRAX line to cross the Union Pacific and Front Runner rail lines at North Temple and approximately 500 West contemplates weaving the line underneath and through the supporting columns for the existing North Temple automobile viaduct and the construction of an additional viaduct that is parallel to the existing North Temple viaduct and dedicated exclusively to the Airport TRAX line; and

**WHEREAS**, the construction plan for the Airport Line presently contemplates UTA’s construction, at its expense, of a separate rail-line viaduct to run parallel to and on the north side of the existing North Temple viaduct; and

**WHEREAS**, the City believes that such an alignment is less desirable because of the negative impacts an additional viaduct would have on the interconnectedness of the downtown area with neighborhoods west of the viaduct; and

**WHEREAS**, current circumstances allow for the construction of a single transit, automobile, pedestrian and bicycle viaduct on North Temple that is one block shorter on the east than the existing automobile viaduct; and



**WHEREAS**, the anticipated cost of constructing a new viaduct on North Temple, based on preliminary engineering, is approximately \$71 million; and

**WHEREAS**, UTA is willing to dedicate the \$25 million in funding they have budgeted for the construction of a TRAX viaduct to the construction of new transit, automobile, pedestrian and bicycle viaduct; and

**WHEREAS**, the Utah Legislature directed \$20 million in funding for the reconstruction of the North Temple viaduct in the 2009 legislative session; and

**WHEREAS**, property owners representing the property on North Temple in close proximity to the eastern side of the new viaduct, which anticipate an increase in their property values as a result of the new viaduct, have expressed support for the creation of a special assessment area contributing approximately \$4 million to support the construction of a new viaduct; and

**WHEREAS**, the Wasatch Front Regional Council has approved \$5 million in funding for construction of a new viaduct; and

**WHEREAS**, the City believes that the demolition and reconstruction of a shorter and mixed-modal viaduct on North Temple (the “Project”) provides numerous benefits, including significant opportunities for economic development in the vicinity of the new viaduct facilitating an improved connection between the Airport TRAX line and the Front Runner system, encouraging additional transit-oriented development in downtown Salt Lake City, significantly improving pedestrian and bicycle traffic to and from downtown Salt Lake City and creating options to better streamline the integration of a future transit line from south Davis County, and stimulating economic development in the surrounding area; and

**WHEREAS**, the City is considering issuing a sales tax revenue bond (the “City’s Bond”), the proceeds of which would be used to finance a portion of the costs of the Project; and

**WHEREAS**, under Chapter 4, Community Development, of Title 17C of the Utah Code (the “Act”), taxing entities may agree that the tax increment created within a project area to which such entities are otherwise entitled may be used for the purposes of a community development project area plan; and

**WHEREAS**, the Redevelopment Agency of Salt Lake City (the “RDA”) is considering the adoption of a Community Development Project Area Plan (the “Plan”) for the area shown on Exhibit A to the form of Interlocal Agreement attached hereto (the “Project Area”) in accordance with the Act for the purpose of supporting the issue of the City’s Bond by using a portion of the tax increment created within the Project Area as a result of the economic development stimulated by the construction of the Project as a source of payment; and

**WHEREAS**, the Salt Lake City School District Board of Education (the “District”) is considering approving the use of its tax increment from the Project Area to support the Project in accordance with the Act; and

**WHEREAS**, Salt Lake County (the “County”) is considering approving the use of its tax increment from the Project Area to support the Project in accordance with the Act; and

**WHEREAS**, the City has determined that strengthening the region’s transportation systems and encouraging economic development in the Project Area is in the best long-run interests of the community and the City; and

**WHEREAS**, after the City’s Bond is repaid from tax increment from the Project Area, and any funds advanced by the City or the RDA for purposes of paying debt service on the City’s Bond or paying other costs incurred in connection with the Project are repaid, with interest, all future tax increment that is created in the Project Area will be available to all taxing entities, including the City, and therefore the City will benefit from receiving its share of all such tax increment;

**WHEREAS**, in the event that the RDA approves the Plan, the City will desire to enter into an interlocal agreement with the RDA, the County and the District pursuant to which each of the City, the County and the District will consent to the RDA being paid its share of the tax increment from the Project Area; and

**WHEREAS**, in the event that the RDA approves the Plan, the City will desire to enter into an interlocal agreement with the RDA pursuant to which the RDA, in order to support the City’s Bond, will agree to pay to the City all of the tax increment from the Project Area that the RDA receives from the County in respect of the share of such tax increment from each of the City, the County and the District;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Salt Lake City Council hereby authorizes and directs the Mayor to negotiate and execute an interlocal agreement among the City, the RDA, the County, and the District substantially in accordance with the form of Interlocal Agreement attached hereto as Exhibit A, with such modifications and additions as such officers shall approve as necessary or appropriate.
2. The Salt Lake City Council hereby authorizes and directs the Mayor to negotiate and execute an interlocal agreement between the RDA and the City substantially in accordance with the form of Interlocal Agreement attached hereto as Exhibit B, with such modifications and additions as such officers shall approve as necessary or appropriate.
3. All negotiations and actions taken by the Mayor to date with respect to the possible creation and funding of the Project pursuant to the Plan are hereby ratified.

**FORM OF INTERLOCAL AGREEMENT**

**AMONG REDEVELOPMENT AGENCY OF SALT LAKE CITY, SALT LAKE COUNTY,  
SALT LAKE CITY, AND THE SALT LAKE CITY SCHOOL DISTRICT BOARD OF  
EDUCATION**

**FORM OF INTERLOCAL AGREEMENT  
BETWEEN REDEVELOPMENT AGENCY OF SALT LAKE CITY AND SALT LAKE CITY**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT  
AGENCY OF SALT LAKE CITY APPROVING THE TERMS OF**

**INTERLOCAL AGREEMENT WITH SALT LAKE COUNTY, SALT LAKE CITY, AND  
THE SALT LAKE CITY SCHOOL DISTRICT BOARD OF EDUCATION TO  
AUTHORIZE USE OF A PORTION OF TAX INCREMENT TO SUPPORT THE  
RECONSTRUCTION OF THE NORTH TEMPLE VIADUCT**

**AND**

**INTERLOCAL AGREEMENT WITH SALT LAKE CITY PURSUANT TO WHICH THE  
REDEVELOPMENT AGENCY OF SALT LAKE CITY AGREES TO PAY TO SALT  
LAKE CITY ALL TAX INCREMENT RECEIVED FROM SALT LAKE COUNTY  
WITH RESPECT TO NORTH TEMPLE VIADUCT PROJECT AREA**

**WHEREAS**, Salt Lake City Corporation (the “City”) and the Utah Transit Authority (“UTA”) entered into an Interlocal Agreement Regarding the Design and Construction of the Airport Light Rail Transit Project dated June 12, 2008 (the “Airport Line Interlocal Agreement”), which provides for the construction of an extension of UTA’s light rail line from the existing TRAX system located within the City to the Airport (the “Airport Line”); and

**WHEREAS**, construction of the Airport TRAX Line is currently underway; and

**WHEREAS**, UTA’s presently planned alignment for the Airport TRAX line to cross the Union Pacific and Front Runner rail lines at North Temple and approximately 500 West contemplates weaving the line underneath and through the supporting columns for the existing North Temple automobile viaduct and the construction of an additional viaduct that is parallel to the existing North Temple viaduct and dedicated exclusively to the Airport TRAX line; and

**WHEREAS**, the construction plan for the Airport Line presently contemplates UTA’s construction, at its expense, of a separate rail-line viaduct to run parallel to and on the north side of the existing North Temple viaduct; and

**WHEREAS**, the City believes that such an alignment is less desirable because of the negative impacts an additional viaduct would have on the interconnectedness of the downtown area with neighborhoods west of the viaduct; and

**WHEREAS**, current circumstances allow for the construction of a single transit, automobile, pedestrian and bicycle viaduct on North Temple that is one block shorter on the east than the existing automobile viaduct; and

**WHEREAS**, the anticipated cost of constructing a new viaduct on North Temple, based on preliminary engineering, is approximately \$71 million; and

**WHEREAS**, UTA is willing to dedicate the \$25 million in funding they have budgeted for the construction of a TRAX viaduct to the construction of new transit, automobile, pedestrian and bicycle viaduct; and

**WHEREAS**, the Utah Legislature directed \$20 million in funding for the reconstruction of the North Temple viaduct in the 2009 legislative session; and

**WHEREAS**, property owners representing the property on North Temple in close proximity to the eastern side of the new viaduct, which anticipate an increase in their property values as a result of the new viaduct, have expressed support for the creation of a special assessment area contributing approximately \$4 million to support the construction of a new viaduct; and

**WHEREAS**, the Wasatch Front Regional Council has approved \$5 million in funding for construction of a new viaduct; and

**WHEREAS**, the City believes that the demolition and reconstruction of a shorter and mixed-modal viaduct on North Temple (the “Project”) provides numerous benefits, including significant opportunities for economic development in the vicinity of the new viaduct facilitating an improved connection between the Airport TRAX line and the Front Runner system, encouraging additional transit-oriented development in downtown Salt Lake City, significantly improving pedestrian and bicycle traffic to and from downtown Salt Lake City and creating options to better streamline the integration of a future transit line from south Davis County, and stimulating economic development in the surrounding area; and

**WHEREAS**, the City is considering issuing a sales tax revenue bond (the “City’s Bond”), the proceeds of which would be used to finance a portion of the costs of the Project; and

**WHEREAS**, under Chapter 4, Community Development, of Title 17C of the Utah Code (the “Act”), taxing entities may agree that the tax increment created within a project area to which such entities are otherwise entitled may be used for the purposes of a community development project area plan; and

**WHEREAS**, the Redevelopment Agency of Salt Lake City (the “RDA”) is considering the adoption of a Community Development Project Area Plan (the “Plan”) for the area shown on Exhibit A to the form of Interlocal Agreement attached hereto (the “Project Area”) in accordance with the Act for the purpose of supporting the issue of the City’s Bond by using a portion of the tax increment created within the Project Area as a result of the economic development stimulated by the construction of the Project as a source of payment; and

**WHEREAS**, the Salt Lake City School District Board of Education (the “District”) is considering approving the use of its tax increment from the Project Area to support the Project in accordance with the Act; and

**WHEREAS**, Salt Lake County (the “County”) is considering approving the use of its tax increment from the Project Area to support the Project in accordance with the Act; and

**WHEREAS**, the City is considering approving the use of its tax increment from the Project Area to support the Project in accordance with the Act; and

**WHEREAS**, in the event that the RDA approves the Plan, the RDA will desire to enter into an interlocal agreement with the City, the County and the District pursuant to which each of the City, the County and the District will consent to the RDA being paid its share of the tax increment from the Project Area; and

**WHEREAS**, in the event that the RDA approves the Plan, the RDA will desire to enter into an interlocal agreement with the City pursuant to which the RDA, in order to support the City's Bond, will agree to pay to the City all of the tax increment from the Project Area that the RDA receives from the County in respect of the share of such tax increment from each of the City, the County and the District;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The Board of Directors of the Redevelopment Agency of Salt Lake City hereby authorizes and directs the Chief Administrative Officer and the Executive Director to negotiate and execute an interlocal agreement among the RDA, the City, the County, and the District substantially in accordance with the form of Interlocal Agreement attached hereto as Exhibit A, with such modifications and additions as such officers shall approve as necessary or appropriate.
2. The Board of Directors of the Redevelopment Agency of Salt Lake City hereby authorizes and directs the Chief Administrative Officer and the Executive Director to negotiate and execute an interlocal agreement between the RDA and the City substantially in accordance with the form of Interlocal Agreement attached hereto as Exhibit B, with such modifications and additions as such officers shall approve as necessary or appropriate.
3. All negotiations and actions taken by the Chief Administrative Officer and the Executive Director to date with respect to the possible creation and funding of the Project pursuant to the Plan are hereby ratified.

**FORM OF INTERLOCAL AGREEMENT**

**AMONG REDEVELOPMENT AGENCY OF SALT LAKE CITY, SALT LAKE COUNTY,  
SALT LAKE CITY, AND THE SALT LAKE CITY SCHOOL DISTRICT BOARD OF  
EDUCATION**



**FORM OF INTERLOCAL AGREEMENT  
BETWEEN REDEVELOPMENT AGENCY OF SALT LAKE CITY AND SALT LAKE CITY**

## Interlocal Agreement

**THIS INTERLOCAL AGREEMENT** is entered into as of this \_\_\_ day of \_\_\_\_\_, 2009, by and among the **REDEVELOPMENT AGENCY OF SALT LAKE CITY** (the “**AGENCY**”), **SALT LAKE COUNTY, UTAH** (the “**COUNTY**”), **BOARD OF EDUCATION OF SALT LAKE CITY SCHOOL DISTRICT** (the “**DISTRICT**”), and **SALT LAKE CITY CORPORATION** (the “**CITY**”) (collectively, the “**PARTIES**”).

**A. WHEREAS** the Agency was created pursuant to the provisions of the Utah Redevelopment Law and the Agency continues to operate under the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the “**Act**”), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Salt Lake City, Utah as contemplated by the Act; and

**B. WHEREAS** pursuant to Resolution No. 665.07 adopted by the Agency on October 13, 2009, the Agency has commenced the process under the Act to create the North Temple Viaduct Community Development Project Area (the “**Project Area**”), and has prepared a draft of a community development project area plan for the Project Area, a copy of which is attached hereto as **EXHIBIT A** and incorporated herein by this reference (the “**Draft Project Area Plan**,” which includes the legal description and a map of the Project Area), pursuant to which the Agency desires to support the reconstruction of the North Temple viaduct in order to replace the existing viaduct with an integrated roadway/transit structure that touches ground level at 400 West, which will create (in each direction) two lanes of roadway traffic, TRAX lines (with a station), bike lanes, and sidewalks (the “**Project**”) and which will facilitate economic development in the Project Area; and

**C. WHEREAS** each of the County, the City, and the District have determined that it is in the best interests of the County, the City, and the District, respectively, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Draft Project Area Plan; and

**D. WHEREAS** the Agency anticipates providing tax increment (as defined in Utah Code Annotated (“**UCA**”) § 17C-1-102(44) (hereinafter “**Tax Increment**”)), created by the Project, to assist in the development and completion of the Project as provided in the Draft Project Area Plan; and

**E. WHEREAS** UCA § 17C-4-201(1) authorizes the County, the City, and the District to consent to the payment to the Agency of a portion of its share of Tax Increment generated from the Project Area for the purposes set forth therein; and

**F. WHEREAS** UCA § 11-13-215 further authorizes the County, the City, and the District to share its tax and other revenues with the Agency; and

**G. WHEREAS** in order to facilitate development of the Project, each of the County, the City, and the District desires to pay to the Agency its share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and

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

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

**1. Financing of Project Costs.**

**a.** Pursuant to the Project Area Plan, the City agrees to issue special revenue bonds (the “**Viaduct Bonds**”) to pay for Project Costs (as such term is defined in Section 3 below). The City shall make the debt service payments on the Viaduct Bonds (each such payment of principal and interest being referred to herein as a “**City Advance**”).

**b.** Pursuant to the Project Area Plan, the City may make one or more contributions to pay for Project Costs not covered by the proceeds of the Viaduct Bonds (each such contribution being referred to herein as a “**City Contribution**”).

**c.** The Agency and the City agree that the total principal amount of the Viaduct Bonds, the total amount of the City Advances used to make payments of principal under the Viaduct Bonds, and the total principal amount of City Contributions to be financed with Tax Increment pursuant to this Agreement shall not exceed, collectively, Thirteen Million Dollars (\$13,000,000) (the “**Viaduct Debt Principal Cap**”). City Advances used to make payments of interest on the Viaduct Bonds shall not be subject to the Viaduct Debt Principal Cap.

**d.** The City and the Agency will enter into an interlocal agreement, pursuant to which the Agency shall be obligated to pay the City all of the Tax Increment it receives from the County, the City, and the School District in accordance with this Agreement (minus the Administrative Fee (as defined below)) in order to reimburse the City for each City Advance and for each City Contribution, up to a principal amount equal to the Viaduct Debt Principal Cap, together with interest at the Applicable Interest Rate (as defined in subsection e below) accrued from the date of such City Advance or such City Contribution, as the case may be, to the date of the City’s reimbursement, compounded annually.

**e.** The City agrees that the Viaduct Bonds will not be issued unless and until the Utah Transit Authority (“**UTA**”) has determined in accordance with the City-UTA Interlocal Agreement (as defined in the Project Area Plan) that UTA has secured adequate funding for the Project and finalized the construction cost of the Project through firm bids and execution of a binding not-to-exceed construction contract.

**f.** For the purposes of this Agreement, the “**Applicable Interest Rate**” shall mean the interest rate that is equal to the true interest cost (“**TIC**”) of the Viaduct Bonds, as determined by the underwriters of the Viaduct Bonds.

**2. County's, City's and School District's Consent.**

**a.** Pursuant to Section 17C-4-201(2)(b) of the Act and Section 11-13-215 of the Cooperation Act, (i) the County hereby agrees and consents that the Agency shall be paid 100% of the County's share of the Tax Increment from the Project Area (the "**County Share**"), (ii) the City hereby agrees and consents that the Agency shall be paid 100% of the City's share of the Tax Increment from the Project Area (the "**City Share**"), and (iii) the District hereby agrees and consents that the Agency shall be paid 100% of the District's share of the Tax Increment from the Project Area (the "**District Share**"), in each case for twenty five (25) years, consisting of tax years 2012 through 2036, inclusive. The District hereby also consents to the Agency's receiving Tax Increment from both its basic levy and its local levy. Each of the County Share, the City Share, and the District Share shall be used for the purposes set forth in UCA § 17C-4-201(1) as reflected herein and in the Project Area Plan and shall be disbursed as specified herein, including without limitation payment to the Agency of an administrative fee equal to one and one-half percent (1.5%) of Tax Increment received by the Agency (the "**Administrative Fee**"). The calculation of annual Tax Increment shall be made using (a) the County's then current tax levy rate, but excluding from the calculation of any Tax Increment hereunder the Salt Lake County Library tax levy rate, and (b) the 2009 base year taxable value of \$36,499,680, which taxable value is subject to adjustment as required by law.

**b.** The County hereby acknowledges its obligation under UCA § 17C-4-203 to pay directly to the Agency the County Share, the City Share, and the District Share for the 25-year period described in Section 2.a. above.

**c.** The Parties agree that upon the completion of the Project and the payment in full of the City Advances and the City Contributions (together with interest on such amounts at the Applicable Interest Rate as provided herein), the Agency will cease collecting the County Share, the City Share and the District Share and all additional Tax Increment from the Project Area will be paid to the County, the City and the District in accordance with their respective shares.

**d.** The Agency agrees to not undertake any development pursuant to the Project Area Plan other the Project.

**3. Authorized Use of Tax Increment.** The Parties agree that the Agency may apply the County Share, the City Share, and the District Share to the repayment of the City Advances and the City Contributions incurred to pay for any of the components of the Project as described herein and contemplated in the Project Area Plan including, but not limited to, the cost of the Project located in the Project Area, all as authorized by the Act (the "**Project Costs**").

**4. Additional Condition; Final Project Area Plan.** Each of the Parties agrees that in the event that the Agency does not approve the Draft Project Area Plan pursuant to UCA 17C-4-102(1)(f) in the form of Exhibit A attached hereto, this Agreement shall terminate and no Party shall have any further obligations hereunder. In the event that the Agency does approve the Draft Project Area Plan pursuant to UCA 17C-4-102(1)(f) in the form of Exhibit A attached hereto, then the "Project Area Plan" hereunder shall be such approved plan. In the event that the Agency makes any changes to the Draft Project Area Plan in the form of Exhibit A

attached hereto in connection with its approval pursuant to UCA 17C-4-102(1)(f), the Agency shall provide each of the County, the City and the District with a copy of such revised Project Area Plan. If each of the County, the City and the District approve such revised Project Area Plan, then the Parties shall amend this Agreement to attach such revised Project Area Plan, and the "Project Area Plan" hereunder shall be the revised Project Area Plan attached to the amendment. In the event that the Parties do not execute an amendment within 90 days of the date the Agency provides the County, the City and the District the copy of such revised Project Area Plan, this Agreement shall terminate and no Party shall have any further obligation hereunder.

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

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

7. **Project Area Boundaries.** The County Assessor and Auditor will include in the calculation of Tax Increment from the Project Area the Tax Increment generated by all parcels of land located wholly within the boundaries of the Project Area at the time Tax Increment is determined.

8. **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 in behalf of each Party pursuant to and in accordance with the 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;

e. The term of this Agreement shall commence on the publication of the notice required by Section 17C-4-202 of the Act and shall continue through the date on which all of the County Share, the City Share, and the District Share has been paid to and disbursed by the Agency as provided herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof.

f. Following the execution of this Agreement by each of the Parties, each Party shall cause a notice regarding this Agreement to be published in accordance with Section 11-13-219 of the Cooperation Act and Section 17C-4-202 of the Act.

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

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

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

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

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

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised as part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and

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

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

**15. Time is of the Essence.** Time shall be of the essence of this Agreement.

**16. Incorporation of Recitals.** The recitals set forth above, "A" through "H," are hereby incorporated by reference as part of this Agreement.

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

*[The balance of this page was left blank intentionally.]*

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR AGENCY**

REDEVELOPMENT AGENCY OF SALT LAKE  
CITY

By: \_\_\_\_\_  
Ralph C. Becker  
Its Chief Administrative Officer

By: \_\_\_\_\_  
D.J. Baxter  
Its Executive Director

Approved as to legal form:

Jones, Waldo, Holbrook and McDonough, PC

By: \_\_\_\_\_

*[Signatures continue on next page.]*



**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR COUNTY**

SALT LAKE COUNTY, UTAH

By: \_\_\_\_\_  
Mayor or Designee

STATE OF UTAH )  
 ) : ss  
County of Salt Lake )

On this \_\_\_\_ day of \_\_\_\_\_, 2009, personally appeared before me \_\_\_\_\_, who being duly sworn, did say that s/he is the \_\_\_\_\_ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

[SEAL]

\_\_\_\_\_  
Notary Public  
Residing in Salt Lake County

Attorney Review for the County:

The undersigned, as attorney for Salt Lake County, Utah, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

\_\_\_\_\_  
Salt Lake County Deputy District Attorney  
\_\_\_\_\_, 2009

*[Signatures continue on next page.]*

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR SCHOOL DISTRICT**

BOARD OF EDUCATION OF THE  
SALT LAKE CITY SCHOOL DISTRICT

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By: Laurel Young  
Board President

---

By: Kent G. Stephens  
Business Administrator

Approved By:

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Attorneys for the Board of Education of the  
Salt Lake City School District

*[Signatures continue on next page.]*

**INTERLOCAL AGREEMENT -- SIGNATURE PAGE FOR CITY**

SALT LAKE CITY CORPORATION

By: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST AND COUNTERSIGN:

\_\_\_\_\_  
Deputy City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
By: \_\_\_\_\_  
Senior City Attorney

**Draft Project Area Plan**



North Temple  
Viaduct CDA

Edmonds Pl

Algyle Ct

Rendell Ct

600 W

500 W

400 W

300 W

400 N

300 N

300 N

300 N

200 N

200 N

North Temple St

DRAFT

Community Development Plan  
For  
The North Temple Viaduct Community Development Project Area

Prepared by the Redevelopment Agency of Salt Lake City

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APPENDIX A: North Temple Viaduct Community Development Project Area Map

APPENDIX B: Project Area Parcel Description

APPENDIX C: Project Area Legal Description

APPENDIX D: City Zoning/Land Use Map



## **Section 1 – Description of the Project Area**

The Project Area consists of approximately 56.21 acres located south of 300 North, North Temple and north of North Temple, west of 300 West, and east of 500 West and includes the properties lying within the boundaries as depicted on the Project Area map attached hereto as Appendix A (the “Project Area Map”). The Project Area encompasses all or a portion of the parcels set forth in Appendix B. The legal description of the Project Area is attached hereto as Appendix C. All of the Appendices attached hereto are incorporated herein by reference.

## **Section 2 – Project Area Characteristics and How They Will Be Affected by Community Development**

### A. Land Uses in the Project Area

Permitted land uses in the Project Area will be those uses permitted by the officially adopted zoning ordinances of Salt Lake City and guidelines of this Community Development Plan. A Land Use Map showing the current and intended uses is included in this Plan as Appendix D.

The allocation of existing land uses in the Project Area is:

- Commercial 55%;
- Industrial 29%;
- Public 15%; and
- Religious 1%.

The Redevelopment Agency of Salt Lake City (the “Agency”) expects that the current uses in the Project Area will be affected as follows:

Through development, some existing structures may be demolished or renovated, new buildings will be constructed, and new uses will occur in some new buildings and on some vacant properties. The permitted uses will remain the same. All anticipated new uses will be compatible with the Salt Lake City Capitol Hill Community Master Plan and the goals and objectives of this Project Area Plan.

### B. Layout of the Principal Streets in the Project Area

The layout of the principal streets in the Project Area is shown on the Project Area map attached as Appendix A. The Agency expects that the construction of a single transit, automobile, pedestrian, and bicycle viaduct on North Temple will be built a half city block and intersection shorter on the eastern side, touching down to ground west of 400 West instead of at its present location near 350 West. An intersection will be added at North Temple and 400 West. Currently, 400 West crosses under the North Temple Viaduct.

C. Population Densities in the Project Area

Because there are no residents located in the Project Area, demographic or social data is not available to describe this aspect of the Project Area. The contemplated new development will include residential units and, therefore, will have an impact on social conditions.

D. Building Intensities in the Project Area

The Agency expects that the building intensities within the Project Area will be affected in the following ways:

- 1) Existing low-density manufacturing and commercial buildings, and vacant rail, industrial, and commercial land along 500 West and North Temple will transition to a mixed-use area with high-to medium-density residential and commercial development.

**Section 3 – Standards That Will Guide Community Development**

A. Development Objectives of the Currently Adopted City Master Plan (adopted July 1996)

1. Encourage the development of the area along North Temple as an “urban neighborhood” that combines high-density residential and office development with supportive retail and service commercial uses.
2. Support the redevelopment of the area between the Guadalupe and West Capitol Hill Neighborhoods as a mixed-use area with high-to medium-density residential development including office and commercial uses along 500 West.
3. Promote the redevelopment of the existing railroad property. In the past, the railroad has provided a significant physical barrier between the residential neighborhoods of Guadalupe and West Capitol Hill. Redevelopment of this area could help provide more stabilized residential neighborhoods of Guadalupe and West Capitol Hill.
4. Discourage the expansion of industrial land uses within the West Capitol Hill neighborhood.
5. Encourage the relocation of existing industrial and heavy commercial land uses to industrially zoned land in other appropriate areas of the City.

B. General Design Objectives

Owners and developers will be allowed flexibility in the development of land located within the Project Area and will be expected to achieve to the highest quality design and development. Developments will be subject to (1) appropriate elements of the City’s General Plan; (2) the planning and zoning code of the City; (3) other applicable

building codes and ordinances of the City; and (4) a review and recommendation by the City Planning Commission when required in the zoning code.

#### **Section 4 – How the Purpose of State Law Would Be Attained by Community Development**

The Agency desires to create a community development project area plan for the limited purpose of contributing to the funding of the replacement of the existing North Temple Viaduct with a new mixed modal viaduct (the “Project”), which will stimulate economic development in the Project Area and the surrounding areas of the City. All costs incurred by the City in connection with the design and construction of the Project are referred to herein as the “Project Costs.”

The construction of a mixed modal viaduct with inviting pedestrian sidewalks and a bikeway will significantly improve the connection of downtown to surrounding neighborhoods. Additionally, the new viaduct would also be built a half city block and intersection shorter on the eastern side, touching down to ground west of 400 West instead of at its present location near 350 West. This opens valuable property in the area to higher, more desirable development for the growth of downtown and the economic benefit of the region.

The mixed modal viaduct will also include a train platform at grade for the Front Runner. The new station at North Temple will allow passengers traveling south from Davis County on the Front Runner to disembark and connect directly to downtown by transferring to the TRAX station located above the platform on the viaduct. This will add an access point to downtown for commuters and provide a catalyst for development adjacent to the viaduct.

Shortening the North Temple viaduct also streamlines the construction of a planned light rail line from Salt Lake City to south Davis County by eliminating an expensive and awkward connection to the downtown rail system at 400 West and North Temple that will result if the Airport Line must weave under and through the pillars of the current viaduct.

#### **Section 5 – How the Plan is Consistent with the Community’s General Plan**

The Community Development Plan is consistent with the City’s General Plan in the following aspects:

##### **A. Zoning Ordinances**

The property within the Project Area is currently zoned Light Manufacturing District (M-1); General Commercial District (CG); Public Lands District (PL); and Corridor Commercial District (CC). The Project Area is included in the Salt Lake City Capitol Hill Community Master Plan. The area is further divided into The Guadalupe Neighborhood and Railroad Redevelopment planning area and the West Capitol Hill Neighborhood planning area.

The Capitol Hill Community Future Land Use Map transitions the current zoning in the project area to high density mixed-use, medium density mixed-use, and general commercial land uses.

B. Building Codes

Construction within the Project Area will comply with the standards set forth in the General Plan of the City and in accordance with the Building Codes adopted by or applicable to the City. All building permits for construction will be issued by the City in order to assure that the new development or redevelopment is consistent with the General Plan of the City.

C. Planning Commission

The Planning Commission has been involved in the Capitol Hill Community Future Land Use Map and reviews and approves all land uses within the Project Area.

**Section 6 – Description of the Specific Project that is the Object of the Proposed Community Development**

Salt Lake City and the Utah Transit Authority have partnered to construct a light rail line between Salt Lake City Central Station (the downtown multi-modal transportation center) and the Salt Lake City International Airport. Construction of the Airport Light Rail Line is currently underway.

The current design of the project requires construction of a stand-alone viaduct at North Temple between 400 West and 600 West in place of the existing North Temple viaduct. UTA estimates the cost of constructing the new viaduct at approximately \$71.5 million. A significant portion of the funding needed for the mixed modal project has already been identified. UTA has committed \$25 million to the project. The Utah Legislature directed \$20 million to Salt Lake City for the project, and the Wasatch Front Regional Council directed \$5 million in federal Surface Transportation Program (STP) funding to the project. Salt Lake City is also in discussion with the property owners adjacent to the North Temple viaduct to create a SAA (Special Assessment Area). It is estimated the SAA could generate up to \$4 million to contribute to the project. Salt Lake City will cover the remaining portion of the construction cost with assistance from the Redevelopment Agency through tax increment collected from the Project Area.

**Section 7 – Ways in Which Private Developers Will be Selected to Undertake the Community Development**

A. Selection of Private Developers

The Project Area Plan will not include additional incentives to promote development beyond the planned public infrastructure improvements.

## **Section 8 – Reasons for the Selection of the Project Area**

The Agency selected the Project Area based on the direct benefit the properties within its boundaries will receive from the construction of the new mixed modal viaduct. The Project Area includes sizeable parcels of vacant land, much under common ownership, and current property owners are considering a variety of high-value redevelopment projects. If constructed, the proposed developments would enable the Project Area to generate substantial increment funds that would be contributed to the cost of the viaduct replacement.

## **Section 9 – Description of the Physical, Social and Economic Conditions Existing in the Project Area**

### **A. Physical Conditions**

The Project Area consists of approximately 56 acres including public streets. Of this total acreage, approximately seven acres are public or quasi-public (mostly the Salt Lake City School District and the Utah Transit Authority). The remaining acreage is privately owned property.

There are approximately 18 structures in the Project Area ranging in size from several hundred square feet to the 232,000 square foot Salt Lake Hardware Building. Few new structures exist within Project Area. The majority of existing structures are over 30 years old.

The general condition of the structures in the Project Area could be improved. Because of the age of the structures, a number are in need of repair and rehabilitation.

### **B. Social Conditions**

There are currently no residential structures in the Project Area. It is anticipated the area will transition into an “urban neighborhood” with high to medium-density residential development.

### **C. Economic Conditions**

The property within the Project Area is currently zoned for industrial and commercial uses. The most common uses are storage warehouse, industrial manufacturing, and office. This area, along with existing structures, is contemplated as a mixed use area in the Master Plan Future Land Use Map, combining midsize structures containing residential and commercial/office type uses.

## **Section 10 – Description of any Tax Incentives Offered to Private Entities for Facilities Located in the Project Area**

Because of the limited purpose of the Project Area Plan to fund a specific project, the Agency will not be able to promote development incentives to particular projects or developers.

## **Section 11 Analysis of the Anticipated Public Benefit to be Derived from the Community Development**

There will be substantial public benefit derived from the creation of the Project Area and the construction of a mixed modal viaduct. The vacant rail, commercial, and industrial properties immediately adjacent to downtown are ripe for redevelopment, which will be greatly facilitated by the increased access created by the rebuilt viaduct and new light rail to commuter rail transfer point.

The Project Area's tax increment projections are crafted conservatively to reflect the increased values from modest annual appreciation in the area and only two specific development projects under consideration. Based on discussions with SLHNET, a major property owner and developer in the area, the projections assume SLHNET's completion in 2014 of a \$65 million office building and completion in 2016 of a \$35 million residential development. If added to the tax rolls at 80% of its construction value, the office building will add \$52 million of taxable value to the Project Area, more than doubling the total property values in the Project Area at that time, and increasing the tax increment tenfold from the prior year, from \$48,000 to \$583,000. Because residential projects are taxed at only 55% of their assessed value, the \$35 million residential development adds only \$15.4 million to the taxable value of the Project Area. Nevertheless, this additional new development further increases the increment from the Project Area by approximately 30% over the prior year, from \$606,000 to \$786,000.

These two initial developments will still leave the majority of the Project Area's private land available for redevelopment. While the City expects additional investment to occur on these parcels, particularly in the event the Project is completed and the Project Area becomes a more desirable development site, the current state of the economy and the cyclical nature of real estate investment make it difficult to predict the timing or value of those investments. Therefore, the Project Area Plan's projections show addition increment coming only from modest annual appreciation of 2.5%, and do not rely on addition investments in the area.

In summary, the foregoing anticipated economic development, if constructed with the value and in the time frame contemplated, will involve approximately \$100 million in new construction investments, and the initial taxable value of which is projected to be approximately \$67.4 million. These investments will more than triple the 2008 property tax base for the Project Area, and will create substantial construction jobs and a large concentration of office and residential space.

Capturing approximately \$13 million NPV (net present value) of increment from the Project Area will unlock an additional \$58 million in construction dollars to rebuild the North Temple Viaduct. The new configuration of the viaduct and the new light rail and commuter rail stations will greatly enhance both pedestrian and vehicle access in the area. The new structure's bicycle and pedestrian facilities will create a safe, inviting connection across the rail corridor, which has long served as a barrier between the east and west sides of Salt Lake City. Furthermore, the reconstructed viaduct will include an elevated station along the Airport light rail line, which will connect to an additional commuter rail station at grade level below the viaduct. These two additional access points to the transit system will provide access to the Project Area for thousands of daily riders, greatly enhancing the value and redevelopment potential of private lands in the Project Area. The Project will also involve extending 500 West Street farther north on the east side of the rail corridor, further enhancing access to properties in the Project Area.

In short, by capturing \$13 million (NPV) of increment through the Project Area Plan, including leveraging the anticipated UTA, State, and WFRC contributions, Salt Lake City will be able to cause a substantial infrastructure investment that will immediately and dramatically improve the redevelopment prospects for the Project Area, thereby inducing substantial private investment and consequent increases in property values and property tax collections.

### **Section 12 – Description of Interlocal Agreement between Salt Lake City and the Agency**

Salt Lake City Corporation will issue special revenue bonds to fund a portion of the costs of the design and construction of the viaduct. The City will execute an Interlocal Agreement with the Agency to require the use of the Project Area's tax increment for the debt service on the bonds and, when excess funds are available, repayment of the City's debt service payments plus interest advanced by the City in the early years under the Project Area Plan.

### **Section 13 – Description of Interlocal Agreement among Agency, Salt Lake City, Salt Lake County, and Salt Lake City School District**

The City, the County, and the District will consent to the Agency's receiving 100% of their shares of the tax increment for a period of 25 years for the purpose of repaying the City for amounts (the "City Advances") paid in respect of debt service on special revenue bonds issued by the City (the "Bonds") the proceeds of which are issued to pay for Project Costs, and for the purpose of repaying the City amounts contributed by the City for Project Costs not financed by the Bonds (the "City Contributions"), with accrued interest at a rate equal to the true interest cost of the Bonds. The District will consent to the Agency's receiving tax increment from both its basic levy and its local levy. Upon completion of the Project and payment in full of the Bonds and the repayment to the City and Agency of the City Advances and the City Contributions (with interest), all tax increment will be paid to the City, the County, and the District in accordance with its shares.

# APPENDIX A: PROJECT AREA MAP





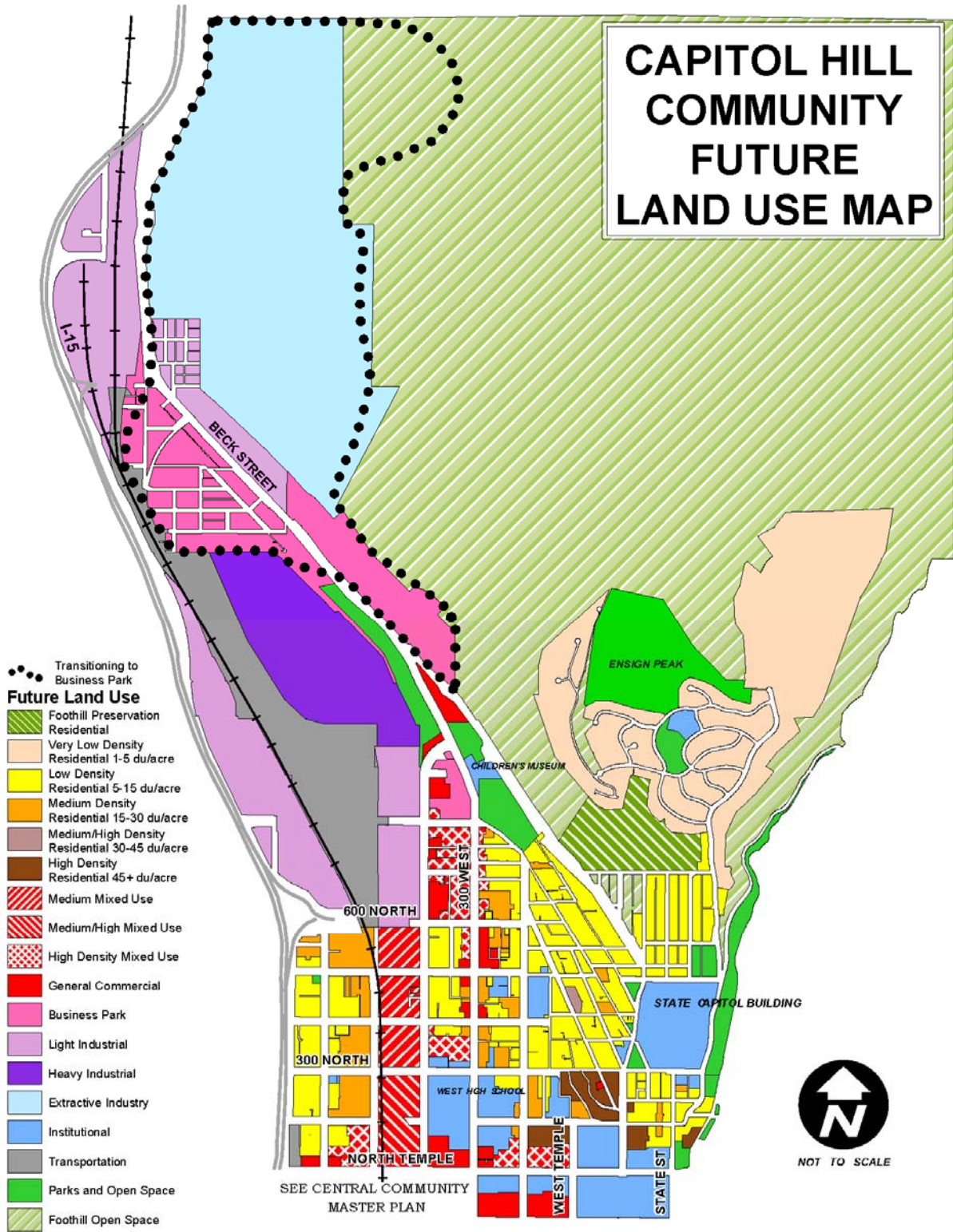
## APPENDIX B: Project Area Parcel Descriptions

Parcel Number	Record Owner
08-36-503-053-0000	UTAH TRANSIT AUTHORITY
08-36-178-001-0000	HORIZON SNACK FOODS, INC
08-36-178-004-0000	HORIZON SNACK FOODS, INC
08-36-178-002-0000	LE DUC PROPERTIES LLC
08-36-326-001-0000	ICEHOUSE HOLDINGS LLC
08-36-328-008-0000	SLHNET INVESTMENTS LC
08-36-328-002-0000	SLHNET INVESTMENTS LC
08-36-328-025-0000	UTAH TRANSIT AUTHORITY
08-36-328-022-0000	SLHNET INVESTMENTS LC
08-36-328-012-0000	SLHNET INVESTMENTS LC
08-36-328-017-0000	OVERSON, BLAINE & ANNETTE; JT
08-36-328-024-0000	SLHNET INVESTMENTS LC
08-36-328-013-0000	OVERSON, BLAINE F; TR
08-36-328-007-0000	OVERSON, BLAINE F; TR
08-36-328-023-0000	OVERSON, BLAINE; TR
08-36-328-010-0000	SLHNET INVESTMENTS LC
08-36-328-029-0000	SLHNET INVESTMENTS LC
08-36-328-028-0000	UTAH TRANSIT AUTHORITY
08-36-328-027-0000	UTAH TRANSIT AUTHORITY
08-36-328-026-0000	SLHNET INVESTMENTS LC
08-36-376-022-0000	SLHNET INVESTMENTS LC
08-36-376-023-0000	UTAH TRANSIT AUTHORITY
08-36-376-006-0000	SLHNET INVESTMENTS LC
08-36-376-005-0000	SLHNET INVESTMENTS LC
08-36-329-008-0000	SLHNET INVESTMENTS LC
08-36-329-002-0000	BOARD OF EDUCATION OF SLC
08-36-329-007-0000	SLHNET INVESTMENTS LC
08-36-451-006-0000	FONG, LEONARD K M; TR
08-36-451-010-0000	BOARD OF EDUCATION OF SALT LAKE CITY
08-36-451-007-0000	FONG, LEONARD K M; TR
08-36-451-008-0000	NORTHWESTERN HOSPITALITY CORPORATION
08-36-451-011-0000	CORP OF PB OF CH JC OF LDS
08-36-329-005-0000	SLHNET INVESTMENTS LC
08-36-328-011-0000	AND JUSTICE FOR ALL
08-36-503-052-0000	SLHNET INVESTMENTS LC

## **APPENDIX C: PROJECT AREA LEGAL DESCRIPTION**

Beginning at the northwest corner of Block 116 of Plat 13 of the Official Survey of Plat "A" Salt Lake City Survey, this block is located in the Southwest  $\frac{1}{4}$  of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian; thence N89°55'27"E 660.00 feet along the south right of way line of 400 North Street to the northeast corner of Block 116, Plat "A"; thence S00°05'38"E 1585.52 feet along the west right of way line of 400 West Street to the northeast corner of block 98, Plat "A"; thence S89°58'58"E 788.38 feet along the south right of way line of 200 North Street to the northeast corner of Block 97, Plat "A"; thence S00°06'14"E 660.00 feet along the west right of way line of 300 West Street to the southeast corner of Block 97, Plat "A"; thence S00°12'01"W 131.24 feet crossing North Temple Street to the northeast corner of Block 84, Plat "A"; thence S89°56'47"W 2240.60 feet along the south right of way line of North Temple Street to the northwest corner of Block 82, Plat "A"; thence N00°45'24"W 131.61 feet crossing North Temple Street to the southwest corner of Block 99, Plat "A"; thence N89°53'38"E 660.00 feet to the southeast corner of Block 99, Plat "A"; thence N89°53'38"E 66.43 feet to the west line of the vacated portion of 500 West Street; thence N00°02'46"W 2245.17 feet along said vacation; thence N89°55'27"E 66.00 feet across said vacation to the Point of Beginning, containing 56.21 acres more or less.

# APPENDIX D: CITY ZONING/LAND USE MAP



	A	B	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	AB	AC	AD
1	Salt Lake City																										
2	Viaduct CDA																										
3	10/19/2009																										
4																											
5	<b>TI Begins</b>																										
6		<b>Current Values</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>
7	Year	2008	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
8	Taxable Value	\$ 36,499,680	\$ 39,306,163	\$ 40,288,817	\$ 41,296,038	\$ 94,328,439	\$ 96,686,650	\$ 114,503,816	\$ 117,366,411	\$ 120,300,572	\$ 123,308,086	\$ 126,390,788	\$ 129,550,558	\$ 132,789,322	\$ 136,109,055	\$ 139,511,781	\$ 142,999,576	\$ 146,574,565	\$ 150,238,929	\$ 153,994,902	\$ 157,844,775	\$ 161,790,894	\$ 165,835,667	\$ 169,981,558	\$ 174,231,097	\$ 178,586,875	\$ 183,051,546
9	Growth Multiplier	0.00%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
10	New Project Value (residential at 55%)	0			\$ 52,000,000	0	\$ 15,400,000																				
11	Annual Value	\$ 36,499,680	\$ 40,288,817	\$ 41,296,038	\$ 94,328,439	\$ 96,686,650	\$ 114,503,816	\$ 117,366,411	\$ 120,300,572	\$ 123,308,086	\$ 126,390,788	\$ 129,550,558	\$ 132,789,322	\$ 136,109,055	\$ 139,511,781	\$ 142,999,576	\$ 146,574,565	\$ 150,238,929	\$ 153,994,902	\$ 157,844,775	\$ 161,790,894	\$ 165,835,667	\$ 169,981,558	\$ 174,231,097	\$ 178,586,875	\$ 183,051,546	\$ 187,627,835
12																											
13	Increment Value		\$ 3,789,137	\$ 4,796,358	\$ 57,828,759	\$ 60,186,970	\$ 78,004,136	\$ 80,866,731	\$ 83,800,892	\$ 86,808,406	\$ 89,891,108	\$ 93,050,878	\$ 96,289,642	\$ 99,609,375	\$ 103,012,101	\$ 106,499,896	\$ 110,074,885	\$ 113,739,249	\$ 117,495,222	\$ 121,345,095	\$ 125,291,214	\$ 129,335,987	\$ 133,481,878	\$ 137,731,417	\$ 142,087,195	\$ 146,551,866	\$ 151,128,155
14	Tax Rate (2007)		1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%	1.0238%
15	Tax Increment		\$ 38,793	\$ 49,105	\$ 592,051	\$ 616,194	\$ 798,606	\$ 827,914	\$ 857,954	\$ 888,744	\$ 920,305	\$ 952,655	\$ 985,813	\$ 1,019,801	\$ 1,054,638	\$ 1,090,346	\$ 1,126,947	\$ 1,164,462	\$ 1,202,916	\$ 1,242,331	\$ 1,282,731	\$ 1,324,142	\$ 1,366,587	\$ 1,410,094	\$ 1,454,689	\$ 1,500,398	\$ 1,547,250
16	Administration @	1.50%	\$ 582	\$ 737	\$ 8,881	\$ 9,243	\$ 11,979	\$ 12,419	\$ 12,869	\$ 13,331	\$ 13,805	\$ 14,290	\$ 14,787	\$ 15,297	\$ 15,820	\$ 16,355	\$ 16,904	\$ 17,467	\$ 18,044	\$ 18,635	\$ 19,241	\$ 19,862	\$ 20,499	\$ 21,151	\$ 21,820	\$ 22,506	\$ 23,209
17	TOTAL TI Available for Debt Service (DS)		\$ 38,211	\$ 48,369	\$ 583,170	\$ 606,951	\$ 786,627	\$ 815,495	\$ 845,084	\$ 875,413	\$ 906,501	\$ 938,365	\$ 971,026	\$ 1,004,504	\$ 1,038,818	\$ 1,073,991	\$ 1,110,042	\$ 1,146,995	\$ 1,184,872	\$ 1,223,696	\$ 1,263,490	\$ 1,304,280	\$ 1,346,089	\$ 1,388,943	\$ 1,432,868	\$ 1,477,892	\$ 1,524,041
18	Minus Debt Service Payment		\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000	\$ 920,000
19	TOTAL TI minus debt service		\$ (881,789)	\$ (871,631)	\$ (336,830)	\$ (313,049)	\$ (133,373)	\$ (104,505)	\$ (74,916)	\$ (44,587)	\$ (13,499)	\$ 18,365	\$ 51,026	\$ 84,504	\$ 118,818	\$ 153,991	\$ 190,042	\$ 226,995	\$ 264,872	\$ 303,696	\$ 343,490	\$ 384,280	\$ 426,089	\$ 468,943	\$ 512,868	\$ 557,892	\$ 604,041
20																											
21	TOTAL DS needed from other sources		\$ (2,774,179)																								
22	TOTAL Excess funds avail for repayment		\$ 4,709,914																								
23	TOTAL DS Pd minus repayment funds		\$ 1,935,735																								
24																											
25	TOTAL Increment Generated (2012-2036)		\$ 25,315,467																								
26	TOTAL Increment Available for DS		\$ 24,935,735																								
27			25-yr TOTAL																								
28	Taxing Entities:	2007 Tax Rate	INCREMENT																								
29	Salt Lake City School District	0.3760%	9,297,339																								
30	Salt Lake City School Basic	0.1311%	3,241,705																								
31	Salt Lake City	0.3383%	8,365,132																								
32	Salt Lake County	0.1784%	4,411,291																								
33																											
34			25 YEARS																								
35	TOTAL TAX RATE	1.0238%	\$ 25,315,467																								
36																											
37																											
38																											
39																											
40																											
41																											
42																											
43			25 year bond																								
44	NPV of 100% cash flow at 4.5%/yr		13,312,401																								
45	NPV of total TI available for DS at 4.5%/yr		13,112,715																								
46																											
47																											
48																											
49																											
50																											
51																											
52																											

SLCounty	2007 Rate
General Fund	0.001283
Capital Imp	0.000013
Bond Int/Sink	0.000232
Flood Ctrf	0.000007
Govt Immunity	0.000002
Health Dept	0.000144
Hansen Pltn	0.000004
<b>Total SLCo</b>	<b>0.001784</b>

SUBTOTAL: 12,539,044 SLC School District

7-Nov-09

\*Projections based on \$65 million of commercial development in 2014 and \$35 million of residential development in 2016. Taxable values for commercial and residential are set at 100% and 55%. Projects are added to tax rolls at 80% of construction value.

25-yr CDA ENDS  
25-yr bonds paid  
off this year