



REDEVELOPMENT AGENCY
OF SALT LAKE CITY

PUBLIC SPACE REIMBURSEMENT PROGRAM

The Redevelopment Agency will reimburse property owners up to 75% of the design and construction costs for open-air public space. Indoor public space improvements are eligible for a reimbursement at a maximum of \$25 per square foot. Terms include providing a perpetual public easement to the Redevelopment Agency for the public space and covenants that the property owner will maintain all current and subsequent improvements.

Eligible Properties:

1. Properties located within a designated Redevelopment Agency (RDA) Project Area.
2. The owner's plan for the property contributes to the RDA's goals for the Project Area and conforms to the neighborhood's master plan. RDA goals are available upon request.

Persons Eligible to Apply:

1. The applicant for a reimbursement must be the title owner to the property.
2. Property taxes and special assessments must be current.
3. No judgments or liens are outstanding against the applicants(s).
4. The Agency shall not discriminate against any applicant for a loan because of race, handicap, age, color, religion, sex, or national origin.

Pre-requisites:

1. The private development must include either publicly accessible mid-block walkways that connect with other publicly accessible walkways or streets; publicly accessible private streets that are designed as a connecting pathway for pedestrians, as well as vehicles; or landscaped and hardscaped open space that faces and is accessible from publicly-owned or publicly accessible walkways or streets (the "Improvements").
2. The Improvements shall be ADA accessible in a manner in which accessibility is an integral part of the design and does not require extraordinary mechanical devices.
3. The owner or developer shall grant a moveable, perpetual, public use easement to the RDA for the publicly accessible area which shall include a covenant to maintain the Improvements and subsequent improvements which may be installed (the "Easement"). The RDA shall have the right to assign the Easement to Salt Lake City. The Easement shall include an indemnification binding upon the current and future property owners protecting the RDA and City from any cost or other responsibility should someone suffer injury or harm within the Easement.
4. The design of the Improvements, in particular, and the private development generally shall be approved by the City's Planning Commission, the City's Planning Director or the Agency's Board of Directors.
5. The owner and the Agency shall enter into an Owner Participation Agreement (OPA) acceptable to the Agency.

Basis for Reimbursement or Grant:

1. For Improvements which are not within a building or structure, the Agency will reimburse or grant the owner(s) or developer up to 75% of the cost of the design and construction of the Improvements included within the Easement, excluding land cost.
2. For Improvements which are located within a building or structure, the Agency will reimburse or grant the owner(s) or developer up to \$25 per square foot for the improvements included in the Easement to assist with the cost of the design and construction of the Improvements.

Required Owner Participation Terms:

1. If the project is located within the portion of the Project Area where the Agency has authority to collect tax increment, the owner(s) or developers shall pay the initial cost of the Improvements as part of the development cost. The Agency will make its contribution from the property tax increment generated by the private development undertaken by the owner(s) or developer. The Agency shall adopt a payment plan as part of the OPA for each development. Property tax payments shall not exceed 50% for ten years or 100% for five years. For projects where the Agency payment amount is less than \$100,000, the Agency may prepare and attach to the OPA a fixed payment schedule. If no fixed payment schedule has been established, the amount to be paid shall be based upon the property tax increment generated by the development and the owner(s) or developer must provide the Agency with an estimated payment amount for the next tax year in October of the prior tax year. Owner(s) or the developer shall provide the Agency with a copy of their tax bills for the current year prior to payments being made. No payments shall be made on property where taxes have not been timely made.
2. If the project is located outside the portion of the Project Area where the Agency has authority to collect tax increment, the Agency shall determine the estimated payment schedule for its contribution, which may range from an up-front cash grant to annual payments over a ten year period. The Agency shall adopt a payment plan as part of the OPA for each development. For projects where the Agency payment amount is less than \$100,000, the Agency may prepare and attach to the OPA a fixed payment schedule. If no fixed payment schedule has been established, the amount to be paid shall be based upon the property tax increment generated by the development, although the Agency will not collect such tax increment, and the owner(s) or developer must provide the Agency with an estimated payment amount for the next tax year in October of the prior tax year. Payments shall not exceed 50% of the tax increment generated by the development for ten years or 100% for five years. Owner(s) or the developer shall provide the Agency with a copy of their tax bills for the current year prior to payments being made. No payments shall be made on property where taxes have not been ~~timely made~~ **paid by February 15 for the prior year.**
3. Amounts due from the Agency which are not paid up-front shall accrue interest at a rate equal to the developer's long-term of financing compounded annually. Interest shall be accrued at the end of each accrual period. Interest shall not start to accrue until a certificate of occupancy for the Improvements has been issued by Salt Lake City.

4. Agency shall have the right to prepay the amounts due at any time. Any prepayment shall proportionately reduce the percentage of tax increment to be paid to the owner, i.e. if the payment plan envisions payments at a rate of 50% of the tax increment collected by the Agency, a prepayment of the principal amount of 10% and all accrued interest would reduce the payment rate by 5% (or 10% of 50%).
5. Payments shall be subordinate to current and future bond issues of the Agency provided that at the time the bonds are issued (i) no event of default by Agency has occurred and is continuing under the OPA(s) and (ii) estimated tax increment revenues for each year available for the debt service or payments on existing and proposed Depot District bonds and existing OPA(s), when the amounts due under the OPA(s) are amortized over the remaining term of the agreements and the maximum payment percentage is assumed as agreed to in the OPA, is greater than or equal to 120% of the sum of the debt service on existing and proposed Depot District bonds and OPA(s). The Agency shall have the right to pre-pay or defease OPA amounts necessary to meet the 120% test.
6. Each OPA shall release the Agency's power of eminent domain for the property covered by the OPA.
7. The Agency may impose additional restrictions as appropriate to implement the City's Master Plan or the Redevelopment Project Area Plan.

Additional Program Policies:

1. Reimbursement programs cannot be used by owner(s)' or developer(s) who have obtained a loan under the Agency's other programs. These include Building Renovation, New Construction, Environmental Assessment & Remediation, High Performance Building, and Housing Property Acquisition Loan programs.
2. If multiple reimbursement programs (historic preservation, open space creation, or parking structure assistance) are used for the same project, the maximum time and amount for reimbursements shall be 50% for 20 years or until sunset of the project area, whichever is less.

Exceptions to Program Criteria:

The Board of Directors, by a majority vote of those present, provided that a quorum is present, may waive requirements or make exceptions to the foregoing criteria and procedures with a finding that the goals of this program will be furthered by such waiver or exception. Agency staff will prepare a written statement regarding the waiver or exception and shall place the original statement and a copy of the minutes of the Board of Directors in the loan file.