



# ROOSEVELT *Utah*

## ROOSEVELT CITY COUNCIL NOTICE AND AGENDA

Aug 15, 2023

Notice is hereby given that the Roosevelt City Council will hold their regularly scheduled meeting on Tuesday August 15, 2023, at the Roosevelt Municipal Building, 255 South State Street, Roosevelt, Utah. The meeting shall begin promptly at 5:30 p.m.

The agenda will be as follows:

1. Call to Order
2. Roll Call
3. Opening Ceremony (*prayer and pledge of allegiance*)
4. Minutes
5. Aug. 1, 2023,
6. Public Comment Period  
*if you would like to make a comment, but are unable to attend the meeting, please consider emailing your comment to [citycouncil@rooseveltcity.com](mailto:citycouncil@rooseveltcity.com)*
7. Committee Appointments
8. Recognitions
9. Recess to Reconvene as the Redevelopment Agency
10. Public Hearing by the Redevelopment Agency of Roosevelt City
  - a. Public Hearing to accept public comment on a draft project area plan and budget for the proposed Main Street Community Reinvestment Project Area.
11. Redevelopment Agency Action Items
  - a. Approval of Project Area Plan and Budget
12. Recess to reconvene as Roosevelt City Council
13. Action Items
  - a. ICAC MOU approval
  - b. Procurement Resolution Items
    - i. Discuss need to change to Ordinance
    - ii. General Discussion
    - iii. APR Committee Direction
  - c. APR Request
    - i. Frisbee Golf in Constitution Park
  - d. Backup Generator Discussion/Solicitation Approval
  - e. Sports Complex Change Orders
    - i. Backstop Concrete wall
    - ii. Mow strip under outfield fence
    - iii. Batting Cages
    - iv. Sidewalk to South walking path
    - v. Sprinkler layout and head change
    - vi. Sprinkler Head purchase

- vii. Maintenance Shed
  - viii. South End Landscaping
  - ix. Sewer Line
  - x. Pavilion/ Shade Structures
- f. Innovation Hub Exterior Design Approval, bid solicitation
- g. Public Infrastructure Policy (PID) Approval
- h. Land Use Agreements/Easements
  - i. Wills Land Easement Agreement Roosevelt City Walking Path
- i. City Attorney Contract Approval
- j. Jones and DeMille Contract Approval
- k. City Buildings Discussion- Trees
- l. Capital Purchase Approval
  - i. Brush Truck- Fire
  - ii. Cargo Trailer- Fire
  - iii. Ammo/rifles- Police
  - iv. Utility vehicle gator- Parks
  - v. Rubber mulch- Parks
  - vi. Mini-golf- Recreation
  - vii. Vehicle Lease- Admin
- m. City Employee Fall BBQ
- n. Events invitations
  - i. Sports Complex Groundbreaking
  - ii. Central Park Shade Structure Ribbon Cutting
- o. Event Approvals
  - i. Downtown Halloween
- 14. Purchase Orders & Financial Review
- 15. Capital Project Updates
- 16. City Manager Report
- 17. Committee Reports
- 18. Items for Future Discussion
- 19. Closed Session as for the purposes listed in Utah Code 52-4-205(1)(d)
- 20. Adjourn

Further information can be obtained by contacting Sunshine Bellon at (435) 725-7205. In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during these hearings should notify Sunshine Bellon at 255 South State Street, Roosevelt, Utah, 84066, at least three days prior to the hearing to be attended.



# ROOSEVELT *Utah*

## ROOSEVELT CITY COUNCIL DRAFT MINUTES

August 1, 2023

1. Call to Order

Mayor JR Bird called the August 1, 2023, meeting of the Roosevelt City Council to order at 5:32 p.m.

2. Roll Call

Council members Don Busenbark, Dustin White, David Baird, Rowdy Cloward, Cody Aland, and Mayor JR Bird were present for this meeting.

3. Opening Ceremony (*prayer and pledge of allegiance*)

Councilman Baird offered the opening prayer.

Minutes

a. July 18, 2023,

b. Special Meeting July 25, 2023,

Councilman Busenbark motioned to approve both sets of minutes with the correction on July 18 of “bid” to “Bird” and was seconded by Councilman White. The motion passed unanimously, and the minutes were approved.

4. Public Comment Period

Citizen Jenny Thompson, addressed the Council. Mrs. Thompson asked the Council a few questions about the Constitution and then asked the Council, as well as City employees to “be respectful” of the Constitution, and to keep their commitment to it in mind when making decisions.

5. Committee Appointments

NA

6. Recognitions

NA

7. Action Items

a. Fraud Risk Assessment

City Manager, Joshua Bake presented the Fiscal Year 2023 City Fraud Risk Assessment. Mr. Bake told the

Council that the City's score is 335 (low risk), which is an improvement on our 2020 score of 275. Mayor Bird asked what areas the City was doing best and worst in. Mr. Bake explained that the City lost points for not having a CPA on staff, which was common for cities the size of Roosevelt, and that where City staff excelled was in adhering to control policies even when it wasn't convenient. Mr. Bake requested that the Council approve the assessment so that it could be submitted to the State. Councilman Busenbark motioned to approve the assessment and was seconded by Councilman Baird. The motion passed unanimously.

b. City Property Surplus Approval

City Manager, Joshua Bake addressed the Council requesting approval and direction for the disposition of a backhoe and water tender truck that the City wished to get rid of. Mr. Bake explained that per ordinance, if estimated surplus value is over \$10,000, the City Council must approve the surplus of the property as well of the method of disposal. Mr. Bake shared the two methods for disposal that the City staff recommended, the Public Surplus website, or conducting a local sealed bid. The Public surplus website would mean that the items could be seen by the whole country would have access to bid, with an estimated transaction fee of approximately 12%. The sealed bid option would be conducted by City Staff utilizing the local newspaper, social media, and City website to list the items, with bids being accepted in person at the City offices. The Council discussed the pros and cons of both methods indicating that they wished to both get the best value for the items being disposed of and provide Roosevelt residents with the best opportunity to bid on the items. Councilman Busenbark motioned to approve the surplussing of the backhoe and water tender by sealed bid, with the expectation that a minimum reserve amount be set and was seconded by Councilman Aland. The motion passed unanimously.

c. City Billboard Approval

Recreation Director, Aaron Brown presented mockups for billboards to put on either end of town. The designs featured photographs of the Roosevelt Golf Course, and the Golf Course phone number. Mr. Bake added to Mr. Brown's presentation by explaining that the proposed cost would include improvements to the current billboards that would set them up to be easily interchangeable, which increases the cost now but makes it more convenient for future changes. Mayor Bird suggested that the City logo should be present on the billboard designs and Councilman Busenbark agreed. Mr. Brown told the council that the cost for this project would be approximately \$5,000, which is the same amount of money that the Council has in its billboard budget. City Finance Officer, Rhonda Goodrich explained that the money in that budget was for the rent for the billboard locations so additional money would have to be allocated from somewhere else in the budget. Councilman Busenbark motioned to approve the project and to approve up to \$5,000 of expenditure from the Council Discretionary Budget and was seconded by Councilman Cloward. The motion passed unanimously

d. Roosevelt City/DCSD MOU Discussion Re: School Resource Officer

Jason Young from the Duchesne County School Board met with the Council to discuss the needs of the School District and the City regarding drafting a School Resource Officer agreement. Mr. Young and the Council agreed that the draft agreement was too vague in several areas including hours and locations to be worked by the SRO, scheduling procedures, and cost sharing. Mr. Young explained that the School District would like the SRO to work a similar schedule to the teachers, except for attending some sports games and/



or after school activities that the School District feels it would be good to have the officer at and requested a 50/50 cost share between the School District and the City. Roosevelt City Police Lieutenant, Alan Tucker stated that he felt all the scheduling needs could be worked out, but that it was vital to get a process outlined in the agreement. The Council requested that Lt. Tucker and Chief Watkins meet with the City Attorney to work on revising the draft agreement.

e. Roosevelt City/DCSD MOU Discussion Re: Facility Use Agreement

Mr. Young and the Council also discussed the proposed Facility Use Agreement between Roosevelt City and The Duchesne County School District. Mayor Bird explained that the agreement had multiple facets as there are many instances where the City uses County Facilities and vice versa. The Council and Mr. Young discussed the vagueness both agreed that more specific terms needed to be added such as the fact that the School District does not charge anything for youth activities. Parks Supervisor, Dustin Glines requested that the agreement contain specifics for facility prep for activities in School District facilities saying, "the City preps it's facilities for use by the School District, so the School District should make sure their facilities are cleaned and prepped for City use." The Council and Mr. Young also discussed School District use of the Aquatic Center. Mayor Bird explained that the Aquatic Center Supervisor, Edwin Butterfield had done a thorough analysis of the operation costs for the Aquatic Center and determined that the School District's use of the facility makes equates to approximately 7% of the operational costs, or about \$60,000. Mr. Young indicated that the School District was interested in an agreement where the District would pay for 300 hours of use at the facility rental rate, which would total approximately \$37,000. The Council emphasized that they wanted to help provide services for students, but wanted to ensure that Roosevelt citizens were not bearing more than their fair share of the cost for Duchesne County School District activities, reiterating that the actual cost to the City for DSCD use of the Aquatic Center was \$60,000, which was being paid for by the 2,700 households in Roosevelt. It was determined that negotiations would continue with an emphasis on determining a fair cost and seeing if there were any additional measures that could be taken to reduce the cost to the City.

8. Purchase Orders & Financial Review

Councilman Busenbark motioned to approve the presented purchase orders and was seconded by Councilman Cloward. The motion passed unanimously.

9. Committee Reports

There were no committee reports.

10. City Manager Report

City Manager, Joshua Bake updated the Council on the Code Update Project stating that Title II as well as the "R" notation at the beginning of each code number had been added to the published drafts and that Rural Community Consultants would be putting together a proposal for the Council for additional work.

11. Items for Future Discussion

No items for future discussion were noted.

12. Closed Session as for the purposes listed in Utah Code 52-4-205(1)(d)

At 6:44 p.m. Councilman Busenbark motioned to enter a closed session for the purposes listed in Utah Code 52-4-205(1)(d) and was seconded by Councilman Aland. A roll call vote was taken with the following result:

Busenbark- Aye

White- Aye

Baird- Aye

Cloward- Aye

Aland- Aye

At 7:05 Councilman Busenbark motioned to return to regular session and was seconded by Councilman White. The motion passed unanimously, and the Council returned to regular session.

13. Adjourn

At 7:05 Councilman Busenbark motioned to adjourn the August 1, 2023, meeting of the Roosevelt City Council and was seconded by Councilman Aland. The motion passed unanimously, and the meeting was adjourned.



# Main Street CRA and Investment Document

Proposed Community Reinvestment Project Area Plan & Budget

Redevelopment Agency of Roosevelt City

Dated: July 2023



Prepared by: EFG Consulting



# Introduction

Roosevelt City (the “City”) recognizes the great potential in its Main Street. This area could become a meeting place for commerce, community events, and public gatherings. Currently, traffic is loud and fast, storefronts do not have a uniform feel, and the street is not inviting. This plan provides a vision for what Main Street can be and provides funding mechanisms to encourage public private partnerships. The City anticipates investing in projects and will create mechanisms for private parties to fund improvements to their properties as well. Some of the things the City will work to fund over the next several years include:

- Narrowing and slowing of Main Street
- Off street parking
- A welcome archway across Main Street
- Planter boxes
- Median and sidewalk improvements

In addition, the City will facilitate public events to encourage public gatherings in the area such as concerts, farmers markets, buy local days, and other events sponsored by both public and private entities.

This document will provide the legal mechanism to create public funding sources available to Main Street businesses to improve their storefronts into a more uniform look and feel. Appendix C provides design guidelines. When followed, the City and its Redevelopment Agency (“Agency”) will have the ability to provide grants and revolving loans. The City/Agency will utilize federal funds as seed money to start this process and tax increment funds to create ongoing funding.

This document will do two things. First, the Agency will create a Project Area under Utah Code 17C to allow certain property taxes above the 2019 tax values to be used for the grant programs. The Agency is required to create a Project Area Plan and Project Area Budget. These are found in Chapter 1 and 2, respectively. Chapter 3 provides the process for a private entity to apply for the grant and loan programs, how the programs will work, and who makes the decisions regarding applications.



# Chapter 1: Project Area Plan

The Roosevelt City Redevelopment Agency ("Agency") approved Resolution 2019-01 on August 20, 2019 (the "Survey Resolution") to initiate the process of adopting a community reinvestment project area to be known as the Main Street Project Area ("Project Area") including the drafting of a proposed project area plan ("Plan") and proposed project area budget ("Budget").

The purpose of this Plan is to provide information regarding the Project Area including current conditions, how future development will be undertaken, how that development will impact the Project Area and surrounding communities, proposed uses of tax increment, and other related matters required in the Act.

## Boundary Description and Map

17C-5-105(1)(a)

The Project Area is located along Main Street. The legal description of the Project Area is as follows:

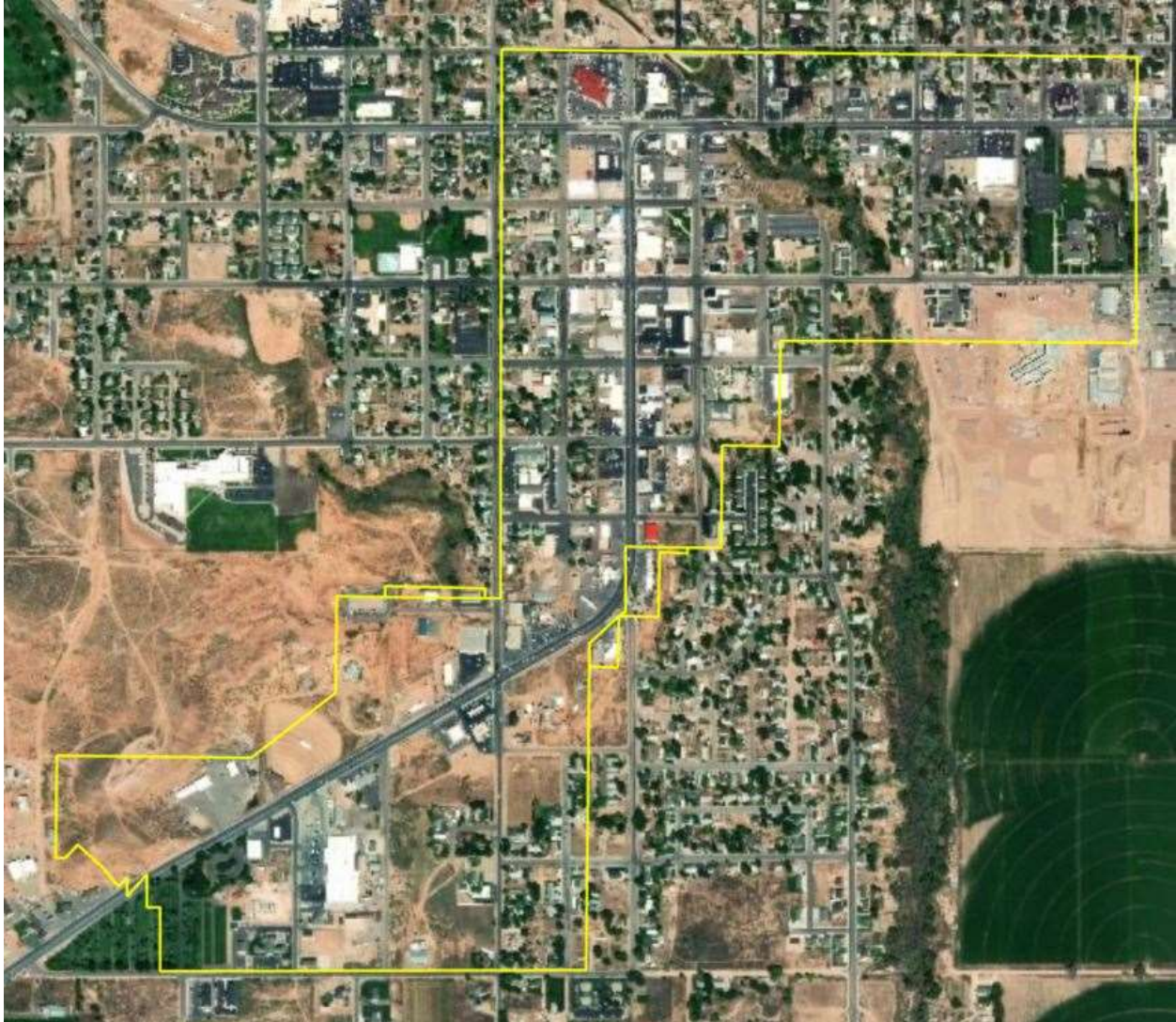
BEGINNING AT THE NORTHEAST OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 WEST, UINTAH SPECIAL BASE & MERIDIAN; THENCE NORTH 00°59'18" WEST 462.83 FEET; THENCE NORTH 88°48'55" EAST 4,217.21 FEET; THENCE SOUTH 00°16'48" EAST 1,368.02 FEET; THENCE SOUTH 87°52'29" WEST 264.34 FEET; THENCE SOUTH 00°59'12" EAST 50.03 FEET; THENCE SOUTH 88°32'47" WEST 657.64 FEET; THENCE SOUTH 01°09'38" EAST 49.97 FEET; THENCE SOUTH 88°47'04" WEST 317.74 FEET; THENCE SOUTH 00°56'09" EAST 274.27 FEET; THENCE SOUTH 88°46'58" WEST 321.63 FEET; THENCE SOUTH 01°06'46" EAST 23.50 FEET; THENCE SOUTH 88°39'13" WEST 31.38 FEET; THENCE SOUTH 01°39'47" EAST 1,319.39 FEET; THENCE SOUTH 89°04'11" WEST 202.40 FEET; THENCE SOUTH 88°52'08" WEST 350.92 FEET; THENCE SOUTH 88°47'38" WEST 50.95 FEET; THENCE SOUTH 88°46'28" WEST 100.26 FEET; THENCE SOUTH 88°45'01" WEST 120.27 FEET; THENCE SOUTH 88°43'42" WEST 100.21 FEET; THENCE SOUTH 88°41'02" WEST 400.89 FEET; THENCE SOUTH 81°14'59" WEST 58.27 FEET; THENCE SOUTH 88°50'59" WEST 187.28 FEET; THENCE SOUTH 88°48'34" WEST 169.72 FEET; THENCE SOUTH 17°18'46" WEST 163.69 FEET; THENCE SOUTH 16°13'06" WEST 183.71 FEET; THENCE SOUTH 34°52'36" WEST 65.70 FEET; THENCE SOUTH 41°47'07" WEST 89.19 FEET; THENCE SOUTH 49°31'33" WEST 79.30 FEET; THENCE SOUTH 56°39'34" WEST 79.95 FEET; THENCE SOUTH 59°59'55" WEST 151.93 FEET; THENCE SOUTH 01°10'44" EAST 586.70 FEET; THENCE SOUTH 21°53'06" WEST 88.42 FEET; THENCE SOUTH 00°44'10" EAST 1,351.52 FEET; THENCE SOUTH 89°05'36" WEST 347.43 FEET, MORE OR LESS TO THE NORTHEAST OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 WEST, UINTAH SPECIAL BASE & MERIDIAN; THENCE SOUTH 88°38'46"W 1693.04 FEET; THENCE NORTH 01°10'25" WEST 313.21 FEET; THENCE NORTH 88°37'22" EAST 70.57 FEET; THENCE NORTH 02°45'29" EAST 262.70 FEET; THENCE NORTH 01°20'51" WEST 302.04 FEET; THENCE NORTH 30°34'56" WEST 107.10 FEET; THENCE SOUTH 59°26'00" WEST 373.47 FEET; THENCE SOUTH 57°57'55" WEST 296.96 FEET; THENCE SOUTH 56°57'34" WEST 229.41 FEET; THENCE SOUTH 55°50'26" WEST 359.36 FEET; THENCE NORTH 34°09'34" WEST 234.08 FEET; THENCE NORTH 00°28'51" EAST 27.09 FEET; THENCE NORTH 66°55'56" WEST 28.00 FEET; THENCE NORTH 01°51'50" WEST 769.39 FEET; THENCE NORTH 88°52'07" EAST 233.05 FEET; THENCE NORTH 01°17'18" WEST 215.40 FEET; THENCE NORTH 89°23'28" EAST 1,175.35 FEET; THENCE NORTH 01°46'30" WEST 1,124.05 FEET; THENCE SOUTH 88°56'15" EAST 208.10 FEET; THENCE SOUTH 01°40'24" EAST 233.40 FEET; THENCE





NORTH 89°23'41" EAST 621.63 FEET; THENCE SOUTH 01°32'21" EAST 15.87 FEET; THENCE NORTH 88°59'08" EAST 60.87 FEET; THENCE SOUTH 01°31'22" EAST 92.89 FEET; THENCE SOUTH 89°00'16" EAST 599.18 FEET; THENCE NORTH 00°59'18" WEST 3,008.92 FEET TO THE POINT OF BEGINNING. CONTAINING 378.78 ACRES, MORE OR LESS.

ALL BEARINGS AND DISTANCES WERE DERIVED FROM GIS INFORMATION, AND LOCALIZED TO SECTION CORNERS AND SECTION LINES WERE APPLICABLE.





## Land Characteristics (current and how they will be affected)

17C-5-105(1)(b)

### Existing Land Uses

The Project Area is primarily zoned for commercial use.

### Layout of Principal Streets

The Project Area is accessed from Highway 40/191, which is the major highway in Northeast Utah. Main Street is part of this Highway. The Project Area includes the downtown area at the intersection of Main Street and Lagoon Street.

### Population Densities

The Project Area has minimal full-time permanent population density. The planned development will mostly be improvements and revitalization to existing historic buildings along Main Street.

### Building Intensities

Existing properties include restaurants, shops, and other services. The Agency is developing this plan and budget to encourage additional shops and restaurants to upgrade their storefronts and create a more inviting gathering place along Main Street.

## Development Guidance Standards

17C-5-105(1)(c)

Future development will be in compliance with the current zoning for the area including the City's general plan guidelines. Any development will be compatible with the unique features of the area to increase the commercial value of the development. Additional design guidelines for the area are included in the Roosevelt Main Street Revitalization Plan and included in Appendix C. Any use of funds from the Agency will require private entities to follow these guidelines.

## Project Furthers Purpose of CRA Statute

17C-5-105(1)(d)

The purpose of the Act is to increase the economic vitality of the Agency and City. The City and Agency desire to create a more inviting Main Street. Revitalization of the Project Area will add increased economic activity and tax base.

## Consistency with Roosevelt City General Plan

17C-5-105(1)(e)

The proposed revitalization complies with the City's current general plan. As mentioned in the General Plan, in a recent survey, many respondents mentioned that revitalizing the downtown area should be the top priority of the City's recently established Economic Development Committee. To provide additional guidance and direction regarding the revitalization of downtown, the Roosevelt Main Street Revitalization Plan was created. This Plan has been included as Appendix C.



## **Specific Project Development**

17C-5-105(1)(g)

The establishment of this Project Area will provide means to help fund and promote revitalization of existing buildings and infrastructure along Main Street.

## **Reasons for Project Area**

17C-5-105(1)(i)

The Agency selected the Project Area to provide a means to revitalize the historic downtown area along Main Street. The area surrounding Main Street and Lagoon Street provides a unique walkable downtown area. However, the buildings in this area have aged, some storefronts remain empty, and there is a lack of uniformity in the “feel” of the downtown area. The Project Area will have a positive impact on the area by providing a means to revitalize the downtown into a destination area.

## **Physical, Social and Economic Conditions in Project Area**

17C-5-105(1)(j)

The Project Area is primarily made up of commercial properties. The Project Area will have a positive economic impact by creating a means to encourage a walkable downtown area.

## **Financial Assistance to Participant**

17C-5-105(1)(k)

In order to encourage revitalization of the area, the City/Agency will contribute \$200,000 of American Rescue Plan Act (ARPA) funds toward a revolving loan fund and \$200,000 toward a grant program. Existing property owners can apply for funding from either of these sources to improve their storefronts and buildings. All loan funds will be paid back into the fund over time and will provide the means for additional property owners to improve their properties. Tax increment from this Project Area will be used to replenish the grant fund. The primary purpose of the grant fund will be to provide a down payment for a private loan.





# Public Benefits Analysis

17C-5-105(1)(I)

## Benefits of Financial Assistance

### Reasonableness of Costs of Development

Private property owners will incur most of the cost of improving and revitalizing their properties. The Agency will provide grant funds or a revolving loan fund as resources for property owners to fund the improvement of their properties. Property owners will decide which costs would be considered reasonable costs to improve their property.

### Efforts to Maximize Private Investment

The Agency will provide grant funds as a resource for property owners to use as a potential downpayment for a private loan. Alternatively, the Agency will provide a revolving loan fund as a resource for property owners to improve their properties.

### Need for Public Investment

The area surrounding Main Street and Lagoon Street provides a unique walkable downtown area. However, the buildings in this area have aged and many storefronts remain empty. Over the years this area has continued to deteriorate. The COVID-19 pandemic also impacted many local businesses. As a result, many of these businesses do not have the financial means to improve their storefronts. Revitalization and improvement of storefronts would result in additional traffic and visitation of the area as well as an increase in property values. As seen below, the return to taxing entities in regard to tax base and economic activity is a prudent investment of public dollars.

### Source and Use of Project Area Funds

It is estimated that property values in the Project Area will increase at a rate of approximately three percent annually. As storefronts and the downtown area are revitalized, property values may increase at an even greater rate. With an estimated assessed value of \$110m in year one within the Project Area, tax increment (or new taxes from the Project Area above the base value) for all taxing entities could be \$165k in year one and will increase annually. At 75% participation from each taxing entity, this could produce \$6.3m for the combined taxing entities, and to the CRA over the course of 15 years. The CRA will retain 5% each year to administer the Project Area. The remaining Agency portion will be used to reimburse the grant fund.

Sources of Funds – 20 Years			
Total Tax Increment Generation	Participation Rate	Total	NPV
Duchesne County	75.0%	1,323,275	839,234
Duchesne County School District	75.0%	3,249,398	2,060,800
Roosevelt City	75.0%	1,324,575	840,058
Duchesne County Mosquito Abatement District	75.0%	62,363	39,552
Duchesne County Water Conservancy District	75.0%	134,471	85,283



Sources of Funds – 20 Years			
Total Tax Increment Generation	Participation Rate	Total	NPV
Central Utah Water Conservancy District	75.0%	259,848	164,798
Total Tax Increment Rate		6,353,931	4,029,725

Uses of Funds – 20 Years		
Tax Increment to Taxing Entities	Total	NPV
Duchesne County	330,819	209,809
Duchesne County School District	812,349	515,200
Roosevelt City	331,144	210,015
Duchesne County Mosquito Abatement District	579,234	15,591
Duchesne County Water Conservancy District	33,618	21,321
Central Utah Water Conservancy District	64,962	41,200
Total Tax Increment to Taxing Entities	1,588,483	1,007,431

CRA Uses of Tax Increment	Total	NPV
CRA Administration	5.00%	238,272
Reimburse Grant Fund		4,527,176
Total Uses of CRA Funds		3,022,294

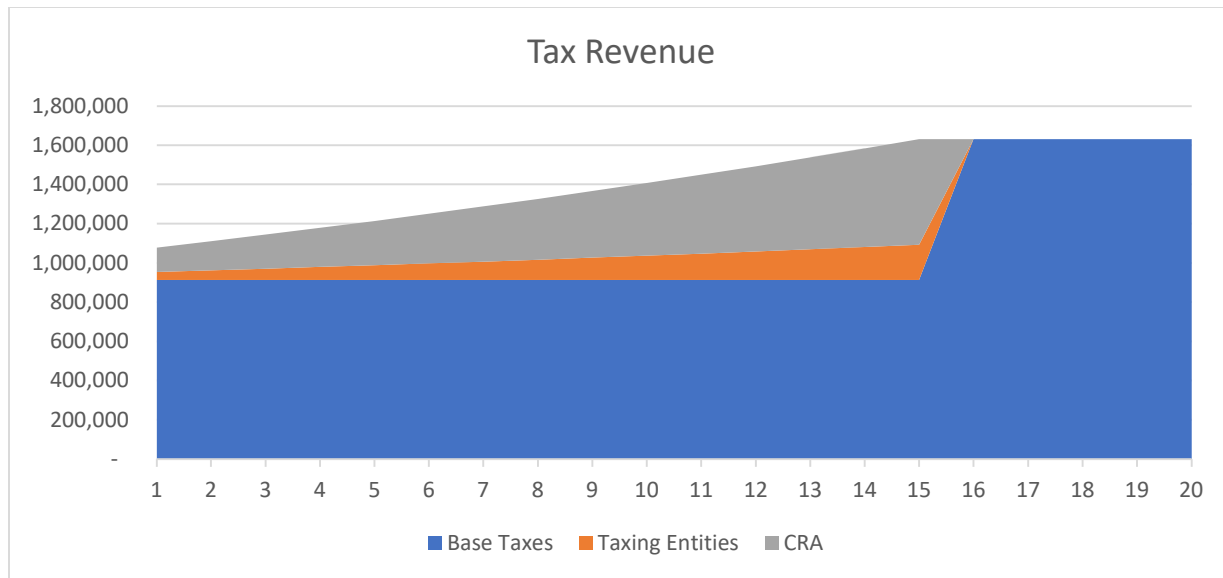
## Public Benefit

### **Community Tax Base**

The property and sales tax base for the communities will increase.

#### *Property Tax*

As described above, it is estimated that property values in the Project Area will increase at a rate of approximately three percent annually. As storefronts and the downtown area are revitalized, property values may increase at an even greater rate. The following is a summary of the tax revenue from the Project Area. The blue represents the current taxes from the Project Area which will continue to flow to the taxing entities. The grey represents the tax revenue that will flow to the CRA. The orange represents the new tax value to taxing entities.



### Associated Economic Activity

The revitalization of storefronts along Main Street will likely spur additional economic development activity in the downtown area such as the filling of existing vacant storefronts. This may lead to additional jobs in the area.

### Necessary and Appropriate

Based upon the analysis herein, the revitalization of the Main Street area will have a positive impact upon the tax base of the community. Further, the investment of newly created property tax is a sound investment for all taxing entities in the area.

## Governance – Interlocal Agreement

17C-5-105(1)(n)

The Project Area will be subject to interlocal agreement between the Agency and each taxing entity that levies a tax in the Project Area. This interlocal agreements will be the authorizing documents that divert tax increment from the taxing entities to the Agency.



# Chapter 2: Project Area Budget

The purpose of the Budget is to describe and outline the financial resources necessary to enact the Plan in accordance with 17C-5-301. The Project Area is governed by Interlocal Agreements as outlined in the Act (17C-5-202(1)(a)).

## Sources of Funds

17C-5-303(1)

### Base Taxable Value

17C-5-303(1)(a)

The base taxable value for the Project Area is the 2019 taxable value which is estimated at \$93,356,659.

### Tax Increment Projection

17C-5-303(1)(b)

It is estimated that property value growth in the Project Area will produce an incremental taxable value of approximately \$16.8m in year 1 and continue to grow at a rate of three percent annually. Annual tax increment is estimated (based upon the 2023 tax rates) at \$165k in year one.

### Collection Period

17C-5-303(1)(c)

The Agency will collect funds from the Project Area for a maximum of 15 years.

### Collection Area

17C-5-303(1)(e)

The collection area is the same as the Project Area.

### Participation Rates

17C-5-303(1)(f)

The Agency is requesting that all taxing entities participate at 75% for the collection period.

### Maximum Collection Amounts

17C-5-303(1)(g)

The Project Area will not have a maximum collection amount but a collection period of 15 years.



## **Uses of Funds**

17C-5-303(3)

The Agency will use the funds collected from the Project Area to administer the CRA as well as reimburse the grant fund.

## **Agency's Combined Incremental Value**

17C-5-303(4)

The Agency currently has no other active project areas and therefore no current value. It is estimated that this Project Area will create \$16.8m in incremental value in year one.

## **Administrative Costs**

17C-5-303(1)(a)

The Agency will collect a 5% administration fee from the tax increment to pay for costs associated with filing annual notices required by the Act.



# Chapter 3: Main Street Revitalization

## Program Guidelines

The Agency will provide two funding programs: 1) grant funding and 2) revolving loan funding. Any private commercial entity along Main Street can apply for funding under one of these programs. The purpose of the funding will be to upgrade or improve the storefront. Each applicant will need to follow the design guidelines outlined in Appendix C.

### Grant Fund

The purpose of the grant fund is to provide a private entity assistance with the down payment for a third-party loan with a lending entity. The grant fund will initially be funded with \$200k from the federal government and will be replenished each year for the 15-year life of this Project Area.

### Revolving Loan Fund

The revolving loan fund will be available for private parties that cannot easily obtain a loan from a lending institution. The fund will carry an interest rate to match inflation plus a small risk premium so the buying power of the fund will be maintained into the future. The revolving loan fund will be initially funded from \$200k from the federal government.

### Application Process

An applicant will begin the process by filing out an application with all required information. These forms are found in Appendix D (Grant Fund) and Appendix E (Loan Fund). The application will be reviewed by the Economic Development Committee who will make recommendations to the Agency Board for approval. Once approved by the Agency, the applicant will have funds set aside for their project for 180 days. If the funds are not received by that time, a new application will need to be submitted.



## Appendix A – Budget and Financial Calculations

# Roosevelt City Redevelopment Agency

## Main Street Community Reinvestment Project Area

### Budget Summary

Sources of Funds			
Total Tax Increment Generation	Participation Rate	Total	NPV
Duchesne County	75.0%	1,323,275	839,234
Duchesne County School District	75.0%	3,249,398	2,060,800
Roosevelt City	75.0%	1,324,575	840,058
Duchesne County Mosquito Abatement District	75.0%	62,363	39,552
Duchesne County Water Conservancy District	75.0%	134,471	85,283
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Uses of Funds		
Tax Increment to Taxing Entities	Total	NPV
Duchesne County	330,819	209,809
Duchesne County School District	812,349	515,200
Roosevelt City	331,144	210,015
Duchesne County Mosquito Abatement District	15,591	9,888
Duchesne County Water Conservancy District	33,618	21,321
Central Utah Water Conservancy District	64,962	41,200
Total Tax Increment to Taxing Entities	1,588,483	1,007,431

CRA Uses of Tax Increment	Total	NPV
CRA Administration	5.00% 238,272	151,115
Reimburse Grant Fund	4,527,176	2,871,179
Total Uses of CRA Funds	4,765,448	3,022,294

Discount Rate	5.00%
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Roosevelt City Redevelopment Agency  
Main Street Community Reinvestment Project Area  
Budget Projections

	CRA Payment Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
	Collection Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
	Construction Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Tax Increment		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Real Property Value		110,219,857	113,526,453	116,932,246	120,440,214	124,053,420	127,775,023	131,608,273	135,556,522	139,623,217	143,811,914	148,126,271	152,570,059	157,147,161	161,861,576	166,717,423
Personal Property Value																
Centrally Assessed Value		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Value		110,219,857	113,526,453	116,932,246	120,440,214	124,053,420	127,775,023	131,608,273	135,556,522	139,623,217	143,811,914	148,126,271	152,570,059	157,147,161	161,861,576	166,717,423
Base Year Value (2019)	93,356,659	93,356,659	93,356,659	93,356,659	93,356,659	93,356,659	93,356,659	93,356,659	93,356,659	93,356,659	93,356,659	93,356,659	93,356,659	93,356,659	93,356,659	93,356,659
Incremental Value		16,863,198	20,169,794	23,575,587	27,083,555	30,696,761	34,418,364	38,251,614	42,199,863	46,266,558	50,455,255	54,769,612	59,213,400	63,790,502	68,504,917	73,360,764

Tax Rate																
Duchesne County (Gross)	0.002489	0.002489	0.002489	0.002489	0.002489	0.002489	0.002489	0.002489	0.002489	0.002489	0.002489	0.002489	0.002489	0.002489	0.002489	0.002489
Multicounty Assessing & Collecting	-0.000050	-0.000050	-0.000050	-0.000050	-0.000050	-0.000050	-0.000050	-0.000050	-0.000050	-0.000050	-0.000050	-0.000050	-0.000050	-0.000050	-0.000050	-0.000050
County Assessing & Collecting	-0.000402	-0.000402	-0.000402	-0.000402	-0.000402	-0.000402	-0.000402	-0.000402	-0.000402	-0.000402	-0.000402	-0.000402	-0.000402	-0.000402	-0.000402	-0.000402
Duchesne County (Net)	0.002037	0.002037	0.002037	0.002037	0.002037	0.002037	0.002037	0.002037	0.002037	0.002037	0.002037	0.002037	0.002037	0.002037	0.002037	0.002037
Duchesne County School District	0.005002	0.005002	0.005002	0.005002	0.005002	0.005002	0.005002	0.005002	0.005002	0.005002	0.005002	0.005002	0.005002	0.005002	0.005002	0.005002
Roosevelt City	0.002039	0.002039	0.002039	0.002039	0.002039	0.002039	0.002039	0.002039	0.002039	0.002039	0.002039	0.002039	0.002039	0.002039	0.002039	0.002039
Duchesne County Mosquito Abatement Distri	0.000096	0.000096	0.000096	0.000096	0.000096	0.000096	0.000096	0.000096	0.000096	0.000096	0.000096	0.000096	0.000096	0.000096	0.000096	0.000096
Duchesne County Water Conservancy District	0.000207	0.000207	0.000207	0.000207	0.000207	0.000207	0.000207	0.000207	0.000207	0.000207	0.000207	0.000207	0.000207	0.000207	0.000207	0.000207
Central Utah Water Conservancy District	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400	0.000400
Total Tax Increment Rate	0.009781	0.009781	0.009781	0.009781	0.009781	0.009781	0.009781	0.009781	0.009781	0.009781	0.009781	0.009781	0.009781	0.009781	0.009781	0.009781

Total Tax Increment																Total	NPV
Duchesne County	34,350	41,086	48,023	55,169	62,529	70,110	77,919	85,961	94,245	102,777	111,566	120,618	129,941	139,545	149,436	1,323,275	\$839,234
Duchesne County School District	84,350	100,889	117,925	135,472	153,545	172,161	191,335	211,084	231,425	252,377	273,958	296,185	319,080	342,662	366,951	3,249,398	\$2,060,800
Roosevelt City	34,384	41,126	48,071	55,223	62,591	70,179	77,995	86,046	94,338	102,878	111,675	120,736	130,069	139,682	149,583	1,324,575	\$840,058
Duchesne County Mosquito Abatement District	1,619	1,936	2,263	2,600	2,947	3,304	3,672	4,051	4,442	4,844	5,258	5,684	6,124	6,576	7,043	62,363	\$39,552
Duchesne County Water Conservancy District	3,491	4,175	4,880	5,606	6,354	7,125	7,918	8,735	9,577	10,444	11,337	12,257	13,205	14,181	15,186	134,471	\$85,283
Central Utah Water Conservancy District	6,745	8,068	9,430	10,833	12,279	13,767	15,301	16,880	18,507	20,182	21,908	23,685	25,516	27,402	29,344	259,848	\$164,798
Total Tax Increment Rate	164,939	197,281	230,593	264,904	300,245	336,646	374,139	412,757	452,533	493,503	535,702	579,166	623,935	670,047	717,542	6,353,931	\$4,029,725

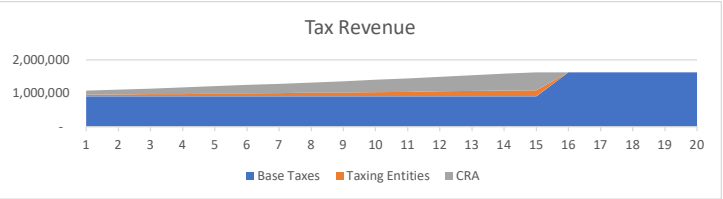
Participation Rate																
Duchesne County	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Duchesne County School District	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Roosevelt City	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Duchesne County Mosquito Abatement Distri	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Duchesne County Water Conservancy District	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Central Utah Water Conservancy District	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%

Tax Increment to Taxing Entities																	Total	NPV
Duchesne County	190,168	8,588	10,271	12,006	13,792	15,632	17,528	19,480	21,490	23,561	25,694	27,891	30,154	32,485	34,886	37,359	330,819	\$209,809
Duchesne County School District	466,970	21,087	25,222	29,481	33,868	38,386	43,040	47,834	52,771	57,856	63,094	68,489	74,046	79,770	85,665	91,738	812,349	\$515,200
Roosevelt City	190,354	8,596	10,282	12,018	13,806	15,648	17,545	19,499	21,511	23,584	25,720	27,919	30,184	32,517	34,920	37,396	331,144	\$210,015
Duchesne County Mosquito Abatement Distri	8,962	405	484	566	650	737	826	918	1,013	1,110	1,211	1,314	1,421	1,531	1,644	1,761	15,591	\$9,888
Duchesne County Water Conservancy District	19,325	873	1,044	1,220	1,402	1,589	1,781	1,980	2,184	2,394	2,611	2,834	3,064	3,301	3,545	3,796	33,618	\$21,321
Central Utah Water Conservancy District	37,343	1,686	2,017	2,358	2,708	3,070	3,442	3,825	4,220	4,627	5,046	5,477	5,921	6,379	6,850	7,336	64,962	\$41,200
Total Tax Increment to Taxing Entities	913,121	41,235	49,320	57,648	66,226	75,061	84,162	93,535	103,189	113,133	123,376	133,925	144,792	155,984	167,512	179,385	1,588,483	\$1,007,431

Tax Increment to CRA																Total	NPV
Duchesne County	25,763	30,814	36,018	41,377	46,897	52,583	58,439	64,471	70,684	77,083	83,674	90,463	97,456	104,658	112,077	992,457	\$629,426
Duchesne County School District	63,262	75,667	88,444	101,604	115,159	129,120	143,501	158,313	173,569	189,283	205,468	222,139	239,310	256,996	275,213	2,437,048	\$1,545,600
Roosevelt City	25,788	30,845	36,053	41,418	46,943	52,634	58,496	64,534	70,753	77,159	83,756	90,552	97,552	104,761	112,187	993,431	\$630,044
Duchesne County Mosquito Abatement District	1,214	1,452	1,697	1,950	2,210	2,478	2,754	3,038	3,331	3,633	3,943	4,263	4,593	4,932	5,282	46,773	\$29,664
Duchesne County Water Conservancy District	2,618	3,131	3,660	4,205	4,766	5,343	5,939	6,552	7,183	7,833	8,503	9,193	9,903	10,635	11,389	100,853	\$63,962
Central Utah Water Conservancy District	5,059	6,051	7,073	8,125	9,209	10,326	11,475	12,660	13,880	15,137	16,431	17,764	19,137	20,551	22,008	194,886	\$123,599
Total Tax Increment to CRA	123,704	147,961	172,945	198,678	225,184	252,485	280,604	309,568	339,400	370,127	401,776	434,375	467,951	502,535	538,156	4,765,448	\$3,022,294

Uses of Tax Increment																	Total	NPV
CRA Administration	5.00%	6,185	7,398	8,647	9,934	11,259	12,624	14,030	15,478	16,970	18,506	20,089	21,719	23,398	25,127	26,908	238,272	\$151,115
Reimburse Grant Fund		117,519	140,563	164,297	188,744	213,925	239,860	266,574	294,089	322,430	351,621	381,687	412,656	444,554	477,408	511,248	4,527,176	\$2,871,179
																	-	\$0
Total Uses of Funds		123,704	147,961	172,945	198,678	225,184	252,485	280,604	309,568	339,400	370,127	401,776	434,375	467,951	502,535	538,156	4,765,448	\$3,022,294

Discount Rate	5.00%
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## Appendix B – CRA Code – June 1, 2023



## Appendix C – Design Guidelines (Roosevelt Main Street Revitalization Plan)



## Appendix D – Grant Fund Application



## Appendix E – Revolving Loan Fund Application

## **RESOLUTION NO.**

### **RESOLUTION OF THE REDEVELOPMENT AGENCY OF ROOSEVELT CITY ADOPTING AN OFFICIAL PLAN FOR THE MAIN STREET COMMUNITY REINVESTMENT PROJECT AREA.**

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

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

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

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

**WHEREAS**, the Agency provided notice of the public hearing in substantial compliance with Sections 17C-1-805, 806, and 808; and

**WHEREAS**, the Agency held a public hearing on the draft Project Area Plan and at that Plan hearing (a) allowed public comment on the draft Project Area Plan and whether the draft Project Area Plan should be revised, approved or rejected, and (b) received all written and heard all oral objections to the draft Project Area Plan; and

**WHEREAS**, after holding the public hearing, and at the same meeting, the Agency considered the oral and written objections to the draft Project Area Plan, and whether to revise, approve or reject the draft Project Area Plan;

**WHEREAS**, less than one year has passed since the date of the public hearing.

### **NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE REDEVELOPMENT AGENCY OF ROOSEVELT CITY:**

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

All comments and objections to the draft Project Area Plan (if any) have been considered and are, unless otherwise provided in the minutes of this meeting (if at all), passed upon.

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

**Section 3. Agency's Purposes and Intent.** The Agency's purposes and intent with respect to the Project Area are set forth in the Project Area Plan, and include the following:

- A. Encourage and accomplish appropriate private development and community reinvestment activities within the Project Area.
- B. Provide for redevelopment infrastructure improvements within or to serve the Project Area.
- C. Provide for the strengthening of the tax base and economic health of the community.

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

**Section 5. Agency Board Findings.** The Agency Board hereby determines and finds that the Project Area Plan:

- A. Serves a public purpose by, among other things, encouraging and accomplishing appropriate community reinvestment activities within the Project Area;
- B. Produces a public benefit in the form of, among other things, increased development activity within the boundaries of the Agency, including in particular within the Project Area, that is desirable and will enhance the tax base of all taxing entities within the Project Area, as demonstrated by the analysis provided in the Project Area Plan;
- C. Is economically sound and feasible; in that the revenue needed for the implementation of the Project Area Plan will come from incremental property taxes generated by new private development within the Project Area, all as further shown and supported by the analysis contained in the Project Area Plan;
- D. Conforms to the City's general plan in that, among other things, the Project Area Plan provides that all development in the Project Area is to be in accordance with the City's zoning ordinances and requirements, and the development activities contemplated by the Project Area Plan are in harmony with the City's general plan; and
- E. Promotes the public peace, health, safety and welfare of the City.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption, and pursuant to the provisions of the Act, the Project Area Plan shall become effective upon adoption by Ordinance of the legislative body of the City.

**IN WITNESS WHEREOF**, the Governing Board of the Redevelopment Agency of Roosevelt City has approved, passed and adopted this Resolution this August 15, 2023.

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Agency Chair

Attest:

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Secretary



## EXHIBIT A – LEGAL DESCRIPTION OF THE PROJECT AREA

The project area contains approximately 379 acres of land located in the downtown area at the intersection of Main Street and Lagoon Street.

A condensed legal description of the project area is:

BEGINNING AT THE NORTHEAST OF SECTION 21, TOWNSHIP 2 SOUTH, RANGE 1 WEST, UINTAH SPECIAL BASE & MERIDIAN; THENCE NORTH 00°59'18" WEST 462.83 FEET; THENCE NORTH 88°48'55" EAST 4,217.21 FEET; THENCE SOUTH 00°16'48" EAST 1,368.02 FEET; THENCE SOUTH 87°52'29" WEST 264.34 FEET; THENCE SOUTH 00°59'12" EAST 50.03 FEET; THENCE SOUTH 88°32'47" WEST 657.64 FEET; THENCE SOUTH 01°09'38" EAST 49.97 FEET; THENCE SOUTH 88°47'04" WEST 317.74 FEET; THENCE SOUTH 00°56'09" EAST 274.27 FEET; THENCE SOUTH 88°46'58" WEST 321.63 FEET; THENCE SOUTH 01°06'46" EAST 23.50 FEET; THENCE SOUTH 88°39'13" WEST 31.38 FEET; THENCE SOUTH 01°39'47" EAST 1,319.39 FEET; THENCE SOUTH 89°04'11" WEST 202.40 FEET; THENCE SOUTH 88°52'08" WEST 350.92 FEET; THENCE SOUTH 88°47'38" WEST 50.95 FEET; THENCE SOUTH 88°46'28" WEST 100.26 FEET; THENCE SOUTH 88°45'01" WEST 120.27 FEET; THENCE SOUTH 88°43'42" WEST 100.21 FEET; THENCE SOUTH 88°41'02" WEST 400.89 FEET; THENCE SOUTH 81°14'59" WEST 58.27 FEET; THENCE SOUTH 88°50'59" WEST 187.28 FEET; THENCE SOUTH 88°48'34" WEST 169.72 FEET; THENCE SOUTH 17°18'46" WEST 163.69 FEET; THENCE SOUTH 16°13'06" WEST 183.71 FEET; THENCE SOUTH 34°52'36" WEST 65.70 FEET; THENCE SOUTH 41°47'07" WEST 89.19 FEET; THENCE SOUTH 49°31'33" WEST 79.30 FEET; THENCE SOUTH 56°39'34" WEST 79.95 FEET; THENCE SOUTH 59°59'55" WEST 151.93 FEET; THENCE SOUTH 01°10'44" EAST 586.70 FEET; THENCE SOUTH 21°53'06" WEST 88.42 FEET; THENCE SOUTH 00°44'10" EAST 1,351.52 FEET; THENCE SOUTH 89°05'36" WEST 347.43 FEET, MORE OR LESS TO THE NORTHEAST OF SECTION 28, TOWNSHIP 2 SOUTH, RANGE 1 WEST, UINTAH SPECIAL BASE & MERIDIAN; THENCE SOUTH 88°38'46"W 1693.04 FEET; THENCE NORTH 01°10'25" WEST 313.21 FEET; THENCE NORTH 88°37'22" EAST 70.57 FEET; THENCE NORTH 02°45'29" EAST 262.70 FEET; THENCE NORTH 01°20'51" WEST 302.04 FEET; THENCE NORTH 30°34'56" WEST 107.10 FEET; THENCE SOUTH 59°26'00" WEST 373.47 FEET; THENCE SOUTH 57°57'55" WEST 296.96 FEET; THENCE SOUTH 56°57'34" WEST 229.41 FEET; THENCE SOUTH 55°50'26" WEST 359.36 FEET; THENCE NORTH 34°09'34" WEST 234.08 FEET; THENCE NORTH 00°28'51" EAST 27.09 FEET; THENCE NORTH 66°55'56" WEST 28.00 FEET; THENCE NORTH 01°51'50" WEST 769.39 FEET; THENCE NORTH 88°52'07" EAST 233.05 FEET; THENCE NORTH 01°17'18" WEST 215.40 FEET; THENCE NORTH 89°23'28" EAST 1,175.35 FEET; THENCE NORTH 01°46'30" WEST 1,124.05 FEET; THENCE SOUTH 88°56'15" EAST 208.10 FEET; THENCE SOUTH 01°40'24" EAST 233.40 FEET; THENCE NORTH 89°23'41" EAST 621.63 FEET; THENCE SOUTH 01°32'21" EAST 15.87 FEET; THENCE NORTH 88°59'08" EAST 60.87 FEET; THENCE SOUTH 01°31'22" EAST 92.89 FEET; THENCE SOUTH 89°00'16" EAST 599.18 FEET; THENCE NORTH 00°59'18" WEST 3,008.92 FEET TO THE POINT OF BEGINNING. CONTAINING 378.78 ACRES, MORE OR LESS. (ALL BEARINGS AND DISTANCES WERE DERIVED FROM GIS INFORMATION, AND LOCALIZED TO SECTION CORNERS AND SECTION LINES WERE APPLICABLE.)

## EXHIBIT B – MAP OF THE PROJECT AREA

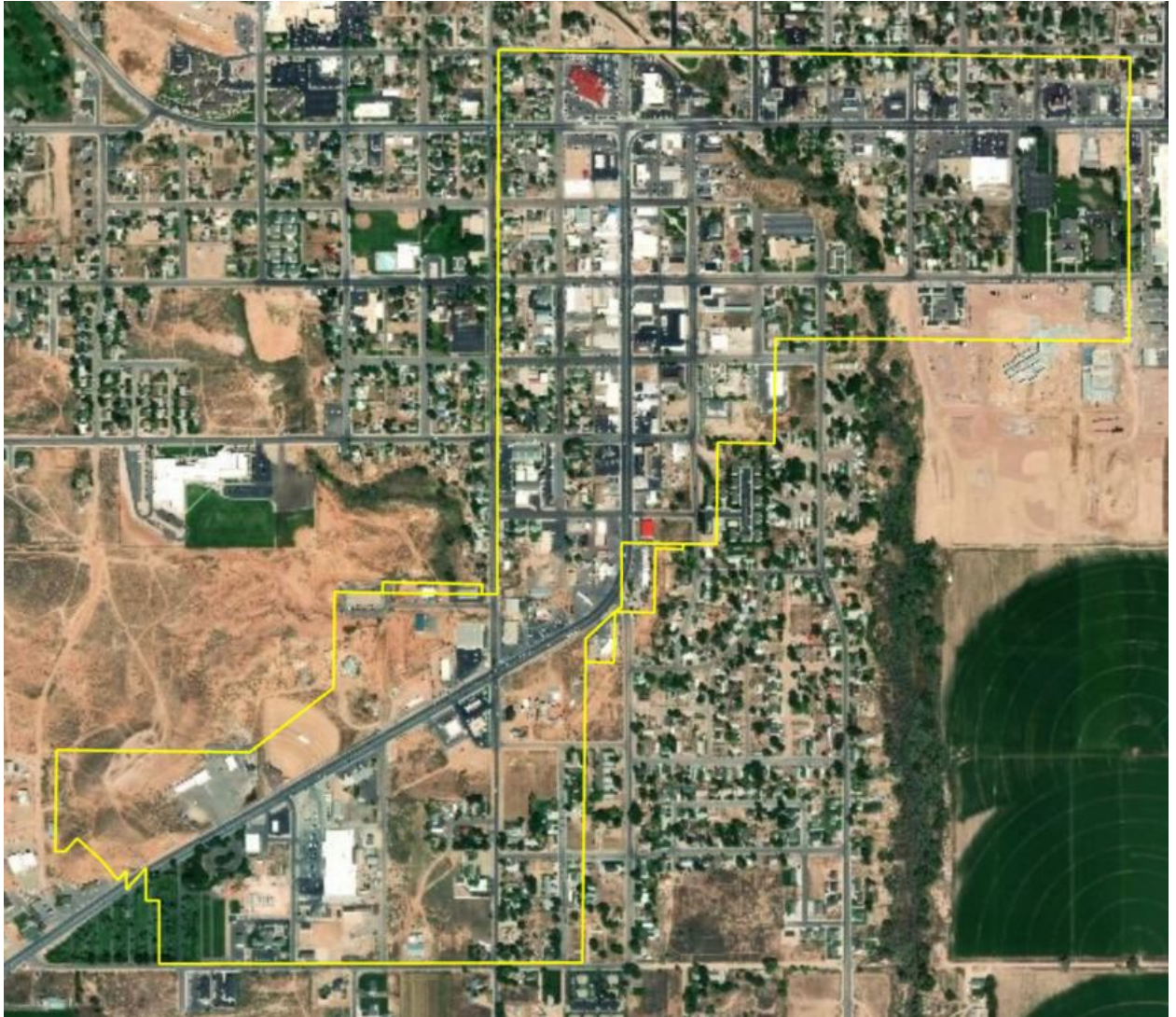


EXHIBIT C: PROJECT AREA PLAN

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

**RESOLUTION OF THE REDEVELOPMENT AGENCY OF ROOSEVELT CITY  
ADOPTING THE PROJECT AREA BUDGET FOR THE MAIN STREET COMMUNITY  
REINVESTMENT PROJECT AREA.**

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

**WHEREAS**, the Agency has adopted by Resolution the Main Street Community Reinvestment Project Area Plan (the "Plan") for the Main Street Community Reinvestment Project Area (the "Project Area"); and

**WHEREAS**, the Plan allows for the Agency to collect tax increment created within the Project Area to assist in the creation of jobs, to meet other goals and objectives as outlined in the Plan, to promote economic development, and provide a public benefit within the City (the "City"); and

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

**WHEREAS**, the Agency provided notice of the public hearing in substantial compliance with Sections 17C-1-805, 806, and 809; and

**WHEREAS**, the Agency held a public hearing on the draft Project Area Budget and at that hearing allowed public comment on the draft Project Area Budget and whether the draft Project Area Plan should be revised, approved or rejected;

**WHEREAS**, after holding the public hearing, and at the same meeting, the Agency considered the oral and written objections to the draft Project Area Budget, and whether to revise, approve or reject the draft Project Area Budget;

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE  
REDEVELOPMENT AGENCY OF ROOSEVELT CITY:**

1. All comments and objections to the draft Project Area Budget (if any) have been considered and are, unless otherwise provided in the minutes of this meeting (if at all), passed upon.

2. The Project Area Budget attached hereto as **Exhibit A** and incorporated herein, is hereby approved and adopted effective immediately.

3. The Agency staff is authorized to finalize negotiations with the taxing entities that levy a certified rate in the Project Area, to participate with the Agency in the implementation and funding of the Budget in accordance with the Act.

4. This Resolution takes effect immediately.

**IN WITNESS WHEREOF**, the Governing Board of the Redevelopment Agency of Roosevelt City has approved, passed and adopted this Resolution this August 15, 2023.

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Agency Chair

ATTEST:

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Secretary

## **EXHIBIT A: PROJECT AREA BUDGET**

# Capital Project Request for Approval

Date of this Request: 8-3-23

Requested By: Chief Rockwood

Capital Project #: FY24-15

Description: New brush truck to replace one of two current 20+ year old trucks.

Supplier: Outback Fire Apparatus

Estimated Cost: \$195,294.<sup>00</sup>

Estimated Time of Acquisition: \_\_\_\_\_

NOTES: This project was included in capital projects for FY24 at an estimated \$150k.

We are requesting an increase, based on bids we are receiving. We plan to utilize the funds from sale of old water tender.

Approved by: \_\_\_\_\_

Date of Approval: \_\_\_\_\_







**Outback Fire Apparatus, Inc.**  
2090 W 500 N, Suite #2  
Springville, UT 84663

## Proposal

Date	Proposal #
8/3/2023	563

Name / Address
Roosevelt City Fire Department 255 S. State Street Roosevelt, UT 84066 Lee Rockwood 435-722-8230

Project

Item	Description	Qty	Rate	Total
Custom	• (2) Electric Hannay Hose Reels w/ Chrome Rollers			
Custom	• (2) 100' length 1" hose			
Custom	• (2) 1" hose nozzles			
Custom	• Spanner Wrench Set			
Custom	Shipping not included		0.00	0.00
Custom	Doc Fee		299.00	299.00
Custom	20% Deposit (\$38,858.00)		0.00	0.00
			<b>Total</b>	<b>\$195,294.00</b>

\* All Prices quoted are valid for 60 days from the date of stated on the quotation.

Customer Signature \_\_\_\_\_





**Outback Fire Apparatus, Inc.**  
**2090 W 500 N, Suite #2**  
**Springville, UT 84663**

## Proposal

Date	Proposal #
8/3/2023	563

Name / Address
Roosevelt City Fire Department 255 S. State Street Roosevelt, UT 84066 Lee Rockwood 435-722-8230

Project

Item	Description	Qty	Rate	Total
Alpine Ford	2023 Ford F550 Alpine Series Brush Truck • 6.7L POWER STROKE V8 DIESEL • 5 YR 60,000 MILE POWERTRAIN LIMITED WARRANTY • 4X4 • 4 DOOR CREW CAB • 6 speed AUTOMATIC TRANSMISSION • AC • POWER WINDOWS, LOCKS, MIRRORS • TILT WHEEL • CRUISE • ELECTRONIC VEHICLE INFORMATION CENTER • EXTENDED MIRRORS • AM/FM • CLOTH SEATS • KEYLESS ENTRY (ALARM) • BLACK VINYL FLOOR COVERING • CHROME APPEARANCE PACKAGE • 19.5" ALL TERRAIN TIRES • MUD FLAPS • SPARE TIRE • Heavy Duty 9'4" Extruded Aluminum Bed • Heavy Duty Bumper Grille Guard w/ emergency LED flashers (Red/White) • Custom Tool Racks • Heavy Duty Aluminum Boxes Each Side: Front Box - 36" W x 18" H x 18" D Rear Box - 60" W x 18" H x 18" D In Box LED Lighting (Battery Push Button) • Custom Tank Rack w/ (11) Custom Lights: (2) Brake, Tail, Turn Hazard Lights (4) Clearance Lights (2) Whelen M6 Series Emergency Lights (2) Reverse Lights (1) Work Light		194,995.00	194,995.00
			<b>Total</b>	

Customer Signature



**Outback Fire Apparatus, Inc.**  
2090 W 500 N, Suite #2  
Springville, UT 84663

## Proposal

Date	Proposal #
8/3/2023	563

Name / Address
Roosevelt City Fire Department 255 S. State Street Roosevelt, UT 84066 Lee Rockwood 435-722-8230

Project

Item	Description	Qty	Rate	Total
	<ul style="list-style-type: none"><li>• Curt Hitch</li><li>• Reflective Striping</li><li>• Whelen Light &amp; Siren Package: 56" light bar with 20 LED Module, 4 Flashing Driver side, passenger side alley lights and front Take Down Lights, &amp; Traffic Advisor Whelen Siren w/ 9 Switch Light Control Panel 17 Scan Lock Siren Tones, Whelen Mounting &amp; Installation kit</li><li>• Hale Pump (HPX75-B23) meets NFPA 1906 Performance Rating 50 gpm @ 250 psi 15 gpm @ 380 psi, 70 gpm @ 220 psi, 135 gpm @ 80 psi 23 HP V-Twin Briggs &amp; Stratton Engine EPA (Evaporative Requirement Approved) Plastic Fuel Tank Exhaust Primer Standard</li><li>• Manifold System: (2) 1" discharge NPSH with aluminum caps (1) 1 1/2" discharge NH with aluminum cap (1) 1 1/2" check valve for pump protection</li><li>• (1) 1 1/2" Tank Fill (pump to tank)</li><li>• Control Panel w/ Pressure gauge Low oil light 20 amp circuit breaker Rear Work Light Switch Panel Light Switch LED Panel Light 2 1/2" NH drafting inlet 1 1/2" discharge 2 1/2" NH direct tank fill Scotty Foam System THROUGH THE PUMP</li><li>• 400 gal UPF Defender 2CE Tank 12 gallon foam cell Lifetime Warranty Blue Color Coded Tank Fill Green Color Coded Foam Fill Water Level Site Fill Gauge</li></ul>			
			<b>Total</b>	

Customer Signature

## Project Budget & Funding Summary

8/10/2023

Roosevelt City - Constitution Park Sports Complex  
2301-071

Funding Summary		
CIB Loan	\$	3,220,000
CIB Grant	\$	280,000
City Funds (Sale of Ballfields) (Capital Projects 2024)	\$	1,227,541
Other Funds (Duchesne County & Uintah County)	\$	100,000
<b>TOTAL PROJECT FUNDING</b>	<b>\$</b>	<b>4,827,541</b>

### Construction Cost Estimates

#### Armour Construction

- Sprinkler System	\$	158,470.56
- Culinary Water Piping	\$	27,314.62
- Earthwork	\$	286,459.43
- Concrete	\$	434,067.65
- Sod and Infield	\$	699,287.09
- Fencing	\$	468,925.77
Total	\$	2,074,525.12

#### Sports Lighting

Anticipated Amount for Lighting and Electrical	\$	1,300,000.00
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#### Possible Changes or Additions

Backstop Concrete Wall	\$	39,500
Mow Strip under Outfield Fence	\$	49,500
Batting Cage (Baseball) - QTY 2	\$	78,000
Sidewalk to South	\$	37,351
Sprinkler Layout and 700 Series Heads	\$	23,470
Sprinkler Heads Purchase	\$	25,000
Maint. Shed	\$	50,000
Moon Lake Electric Connection		
South End Landscaping	\$	210,000
Sewer Line for Bathrooms	\$	35,000
Shade Structure(s) (Bleachers)	\$	96,000
Shade Structure (Center)	\$	200,000
Benches (Dugout)	\$	12,000
Bleachers	\$	80,000
Trees	\$	10,000
Tables	\$	10,000
Garbage Cans	\$	10,500
Park Signage		
Reduction from on-site topsoil (potential)	\$	(45,000)
<b>TOTAL PROJECT COST</b>	<b>\$</b>	<b>4,295,846</b>
<i>Remaining Contingency from Approved Funding</i>	<i>\$</i>	<i>531,694.78</i>

#### Comments on Estimates

---

Add \$10,000 for padding (2'x1' wall)  
2'x1' curb  
15'x75' (add \$10,250 for turf)  
Will cost a bit more to regrade and potential earthwork  
just change in layout for the 700 series heads  
Dustin can help verify this  
Hopefully less, but count on this much

Based on discussion with Allred's and their bid for the current project





# Roosevelt City

## U T A H

Item No. \_\_\_\_\_

**MEMO TO:**

*Joshua Bake (City Manager)*

**FROM:**

*Ryan Clayburn (Assistant City Manager)*

**Subject:** *Innovation Hub Exterior Design Approval*

**Recommendation:**

*City Council to review the committee's recommendations for a change in the design of the exterior on the Innovation Hub.*

**Date:**

*August 12<sup>th</sup>, 2023*

**Fiscal Impact:**

*N/A*

**Funding Source:**

*Capital Project 2023/2024*

**Background:**

*Roosevelt City Council Approved the first set of plans to go out for bid in January of 2023. The result was that the bids came in too high. The committee revisited and downgraded the plans and made some minor adjustments to the exterior of the building. The committees' goal is to go out for bid on just the exterior and start construction fall of 2023.*

**Attachments:**





**WILLS LAND EASEMENT AGREEMENT**  
**ROOSEVELT CITY WALKING PATH**

THIS agreement effective this \_\_\_\_ day of August, 2023, by and between ROOSEVELT CITY (hereinafter referred to as the “City”), and ROCKY WILLS and COLTON WILLS (hereinafter referred to as “Wills”), City and Wills are collectively referred to as the “Parties” herein.

WHEREAS, City desires a walking path to provide a corridor for natural, safe and healthy travel; and

WHEREAS, Wills owns land over which City’s walking path could be extended; and

WHEREAS, Wills’ could benefit from additional irrigation water; and

WHEREAS, City owns a number of Class E water shares distributed by Dry Gulch Irrigation Company and all rights associated therewith; and

WHEREAS, Some of City’s Class E water shares, distributed by Dry Gulch Irrigation Company, are surplus to City’s current needs; and

WHEREAS, the Parties hereof find it to be in their mutual best interests to formalize an agreement wherein City is granted a permanent easement across Wills’ land in exchange for the temporary but extended use of surplus Class E water shares, distributed by Dry Gulch Irrigation Company and belonging to City, pursuant to the terms and conditions herein.

NOW THEREFORE, the parties hereto agree that:

- I. Purpose: The purpose of this agreement is to formalize the agreement between the parties whereby City is granted a permanent easement across Wills’ land, which will be open to the public as a “walking path” the use of which will be further defined and enforced by City, and Wills is granted temporary but extended use of irrigation water, owned by City, for a 20 year initial term, subject to assessments but free of any lease payments, and for a first right of refusal for extended terms subject to assessment and lease payments.
- II. Premises: The premises is real estate owned by Wills identified by Duchesne County as Parcel ID 00-0005-6634 and Serial RH-0043 and as depicted in “Exhibit A” attached hereto.
- III. Description of Easement: Wills offers and City accepts a permanent easement, to be incorporated into the City’s walking path system, crossing over the subject premises as more particularly described herein and as further described and depicted in “Exhibit A” attached hereto and as recorded by the Duchesne County Recorder. The easement shall allow the public to traverse the premises subject to Roosevelt City rules and regulations pertaining to use of the City’s walking paths.

**\*\*\*APPROXIMATE WIDTH. APPROXIMATE LENGTH. LEGAL DESCRIPTION AND A MAP WOULD BE BEST\*\*\***

- IV. Description of Water: City offers and Wills accepts temporary but extended use of Forty (40) Class E water shares, distributed by Dry Gulch Irrigation Company, owned by City.
- V. Water Quantity Commitment: City's commitment is limited to making Forty (40) shares of water available for use, it makes no commitment regarding the actual quantity which will be delivered. The parties hereto acknowledge that the rate of flow may fluctuate.
- VI. Water Quality: City makes no representation or guarantee of any kind whatsoever regarding the quality of the subject water or its fitness for any purpose. Wills agrees to accept the water in "as is" condition directly from Dry Gulch Irrigation Company.
- VII. Diversion and Delivery: Wills shall be responsible for any and all arrangements with Dry Gulch Irrigation Company for a connection or diversion including but not limited to all requisite permission(s), permit(s), cost(s) and/or fee(s). It is acknowledged that Roosevelt has no control over Dry Gulch Irrigation Company and shall not be responsible for decisions made by the cooperation of Dry Gulch Irrigation Company. City will support Wills' claim to use of the subject water and will cooperate in all reasonable respects to assist Wills in accessing and using the subject shares at Wills' expense.
- VIII. Custody and Risk of Loss: Custody, control, responsibility, liability and risk of loss shall transfer from City to Wills at the earliest point of diversion or delivery to Wills.
- IX. Fencing: City agrees to install a fence, solely at City's expense, separating the north side of the easement from the remainder of the premises. Said fence shall include one locked tube style gate to be controlled by Wills. Said tube style gate may be up to twenty (20) feet wide and may be comprised of two shorter gates which cover up to a twenty (20) foot opening in tandem. Fencing shall at a minimum be comprised of five (5) strands of barbed wire. Wills may choose to upgrade the structure upon which the gate is hung and/or the fence at any time at their own expense. Regardless of whether Wills chooses to upgrade the structure upon which the gate is hung or the fence, City shall remain responsible for the cost of the gate. Ongoing maintenance labor and expenses shall be equally shared between the parties subject to Utah State Code provisions expressly regulating fences. For purposes of said Utah State Code provisions Roosevelt City shall assume the position of a neighboring landowner for the subject easement.
- X. Easement Maintenance: City shall be solely responsible for the ongoing maintenance of the subject easement including the abatement of any and all weeds, refuse or any other nuisance as described in Roosevelt City Ordinances. City shall also be solely responsible to ensure that the easement remains passable as a walking path for the public and also passable for Wills from Hillcrest Drive onto the premises.
- XI. Water Delivery System Maintenance: City shall have no responsibility for installation,

upkeep or repairs to the delivery or diversion infrastructure and/or system. Wills is solely responsible for any and all installation, upkeep and repairs of all meters, pipes, lines, fittings, valves, pumps, dams, gates and/or ditches or other infrastructure, system or network of any kind required for use of the subject water. Wills shall be responsible for any and all damage caused while performing installation, upkeep and/or repairs.

- XII. Assessments: Wills shall be responsible for any and all assessments associated with the subject water to Dry Gulch Irrigation Company. City shall promptly notify Wills of assessments and Wills shall pay the assessments to City within Thirty (30) Days of receiving notice from City. City shall pay assessment to Dry Gulch Irrigation Company after receiving payment from Wills. City shall not add any fee of any kind whatsoever nor shall it retain any portion of the assessment payment made by Wills. Wills responsibility shall be limited to the assessment set by Dry Gulch Irrigation Company.

Assessments paid to City by Wills is for use of the water only. No provision(s) of this agreement or right, entitlement or advantage of any kind, express or implied, shall result in the transfer of ownership of any water rights or shares from City to Wills.

- XIII. Initial Term: The “**Initial Term**” of this Agreement shall commence on the Effective Date and, unless terminated earlier pursuant to the provisions of this Agreement, shall end on June 30, 2044. Upon the expiration of the Initial Term this Agreement may be subject to one or more Extended Term(s).

- XIV. Extended Terms: This agreement may be extended for additional successive Six (6) year periods (each, an “**Extended Term**”). Wills shall have a first right of refusal wherein Wills may match any offer for the subject water or alternatively may pay the average of all Class E shares leased to third parties by City, whichever is greater. All provisions of this agreement shall remain in force with the addition of lease payments for any and all Extended Terms. Absent written notice by one party to the other, prior to the expiration of the Initial Term or any Extended Term, expressly stating otherwise, it is presumed that the parties intend to enter into successive Extended Term(s) subject to applicable adjustments to lease payments as described herein.

- XV. Lease Payments During Extended Terms: Wills agrees to match the high bid amount for the subject water or to pay the average rate of all Class E shares owned by City and leased to third parties, whichever is greater, annually, payable to Roosevelt City and due at the same time as the Dry Gulch Irrigation Company assessments. Roosevelt City will send an invoice for the annual amounts prior to the date upon which Dry Gulch Irrigation assessment due date.

- XVI. Alternative Consideration: In the event that Wills is unable to gain access to the subject water shares for any reason whatsoever or chooses to accept monetary compensation instead of use of the subject water, prior to any actual use occurring, then City shall purchase the subject easement for \$18,000. Wills must notify City in writing delivered to City pursuant to the Notice provision herein. After receiving proper notice of Wills’ decision to exercise this Alternative Consideration clause City shall make one lump sum

payment due in no more than Sixty (60) days from the date written notice of Wills' decision is received by City.

- XVII. Right of Termination. Wills may elect to terminate this agreement at any time by giving City Sixty (60) days written notice. In the event that Wills chooses to terminate this agreement City shall make a prorated payment for the value of remaining water in accordance with the "Prorating" section herein. City shall make payment to Wills in a single lump sum payment within Sixty (60) days of the effective termination date.

If Wills fails to timely pay assessments during any term and/or lease payments in any extended term(s) in accordance with the compensation provisions herein then City may terminate this agreement upon Sixty (60) days' notice. If this agreement is terminated for failure to make timely payment City shall prorate the remaining value of water in accordance with the "Prorating" section herein and shall make payment to Wills in a single lump sum payment within Sixty (60) days of the effective termination date. If this agreement is terminated for failure to make timely payment, City shall have no liability for any claimed or actual damages resulting from Wills' loss of the use of the subject water.

City may suspend its obligations herein immediately for Wills' violation of any of the terms and conditions hereof and may terminate this Agreement subject to prorated payment pursuant to the "Prorating" Section herein. Furthermore, City may suspend its obligations hereunder and terminate this Agreement for Wills' violation of any relevant federal, state or local laws, or any applicable ordinances, rules, or regulations of Dry Gulch Irrigation Company, TriCounty Health Department and/or state and federal regulatory agencies regulating the subject water and/or its use subject to prorated payment pursuant to the "Prorating" Section herein.

Pursuant to Article XI, Section 6, Utah State Constitution, City has primary obligations to deliver Water to the residents, firms and corporations in Roosevelt City. This Agreement pertains only to surplus Water in excess of City's other needs and obligations. If, at any time or for any reason, in City's sole judgement, it is unable to both comply with Article XI, Section 6 of the Utah State Constitution and furnish the Water provided for in this Agreement, it may suspend and/or terminate this Agreement upon the delivery to Wills of written notice thereof. Reduction of surplus Water due to emergency, drought, unforeseeable drop in availability or any other failure or shortage (each, an "**Emergency Reduction**") shall also justify temporary suspension of service hereunder until surplus Water is available. Written notice of any Emergency Reduction will be provided by City to Wills as soon as reasonably practical. If water becomes unavailable due to an Emergency Reduction City shall make payment to Wills on a prorated basis, pursuant to the "Prorating" Section herein until surplus water becomes available.

Exercise of the right to terminate by either party shall not set aside the permanent easement or the ongoing duty to fence and maintain said easement. Termination shall not in any way excuse City from fully compensating Wills. Termination of this agreement, by either party, shall only modify the form of compensation from use of water shares over the

time period specified herein to a single lump sum monetary payment subject to the “Prorating” Section herein.

- XVIII. Prorating: If prorating becomes necessary for any reason specified within the “Right of Termination” Section herein City shall compensate Wills in accordance with this Section.

The **Monthly Value Per Share (“MVS”)**, is \$1.875

The **Prorated Value (“PV”)** shall be the MVS multiplied by the number of affected shares. Then the product of the MVS and affected shares is multiplied by the number of months water is unavailable, the product of which shall be the PV.

If water is unavailable any day during a month then the full month shall be considered “unavailable” for purposes of the PV calculation.

The Prorated Value (“PV”) shall be the amount paid to Wills.

- XIX. Notice.

- a. Notice to City. Notice to the City shall comply with any and all applicable provisions of Utah State Code.

i. City’s Address: 255 South State Street, Roosevelt Utah 84066

- b. Notice to Wills. Notice to Wills may be served in any way allowed by Utah state law.

i. Wills’ Address: \_\_\_\_\_

- XX. Notice of Governmental Immunity. City advises that it is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparable legislative enactment, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any indemnity and insurance obligations incurred by City under this agreement are expressly limited to the amounts identified in the Act.

- XXI. Hold Harmless. To the fullest extent permitted by law, Wills shall hold harmless, defend at his own expense, and indemnify City its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees, arising from all acts or omissions to act of Wills or his officers, agents, or employees in rendering services, rights or duties under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from City’s sole negligence or willful acts. Wills further agrees to release City from any and all claims with respect to any loss covered (or which may have been covered) by any insurance coverage. For purposes

of this Section, all deductibles shall be considered insured losses. Wills further agrees that his respective insurance company shall have no right of subrogation against City. Wills agrees that City shall not be liable to Wills or those claiming under Wills for injury, death or damage or loss occasioned by the acts or omissions of any third party or the condition of the subject water and/or waterways, the acts or omissions of any other person present on any water or waterway, whether or not such persons are present with the knowledge or consent of the City. This release and waiver remains effective despite a failure on Wills' part to acquire or maintain insurance; which is recommended by City but not required as a provision of this agreement.

To the fullest extent permitted by law, City shall hold harmless, defend at its own expense, and indemnify Wills his officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions to act of City or its officers, agents, or employees in rendering services, rights or duties under this agreement; excluding, however, such liability, claims, losses, damages, or expenses arising from Wills' sole negligence or willful acts. City further agrees to release Wills from any and all claims with respect to any loss covered (or which may have been covered) by any insurance coverage. For purposes of this Section, all deductibles shall be considered insured losses. City further agrees that its respective insurance company shall have no right of subrogation against Wills. City agrees that Wills shall not be liable to City or those claiming under City for injury, death or damage or loss occasioned by the acts or omissions of any third party or the condition of the subject water and/or waterways, the acts or omissions of any other person present on any water or waterway, whether or not such persons are present with the knowledge or consent of Wills. This release and waiver remains effective despite a failure on City's part to acquire or maintain insurance; which is recommended by Wills but not required as a provision of this agreement.

- XXII. Severability. If any term or provision of this agreement shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.
- XXIII. Transferability: Neither party may assign, sell, lease, lend, gift or in any other way transfer any right or benefit granted under this agreement to a third party.
- XXIV. No Partnership. City does not, as a result of entering into this agreement, in any way or for any purpose become a partner of Wills.
- XXV. Entire Agreement. The foregoing agreement, including any attachments incorporated by reference, constitutes the entire agreement between the parties and supersedes any oral or written representations or agreements that may have been made by either party. Further, Wills represents that he has relied solely on his judgment in entering into this agreement. Wills acknowledges having been advised to consult with independent legal counsel before entering into this agreement and has either followed or decided to waive such

representation and advice. Wills acknowledges that he has read and understood this agreement and has been furnished a duplicate original.

**IN WITNESS WHEREOF**, the parties execute this agreement

Dated: \_\_\_\_\_, Day, of August, 2023

ROOSEVELT CITY

---

Roddie I. Bird, Jr., Roosevelt City Mayor

ATTEST:

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Rhonda Goodrich

Roosevelt City Recorder

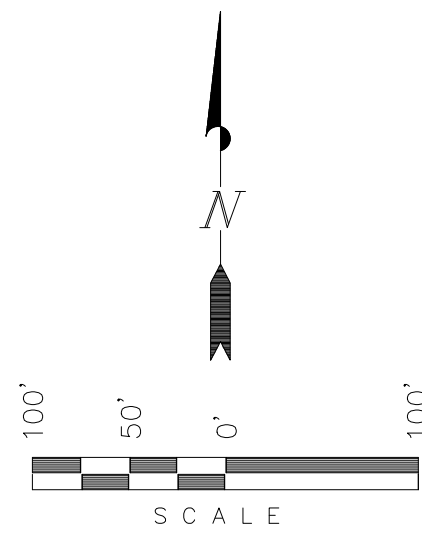
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Rocky Wills

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Colton Wills



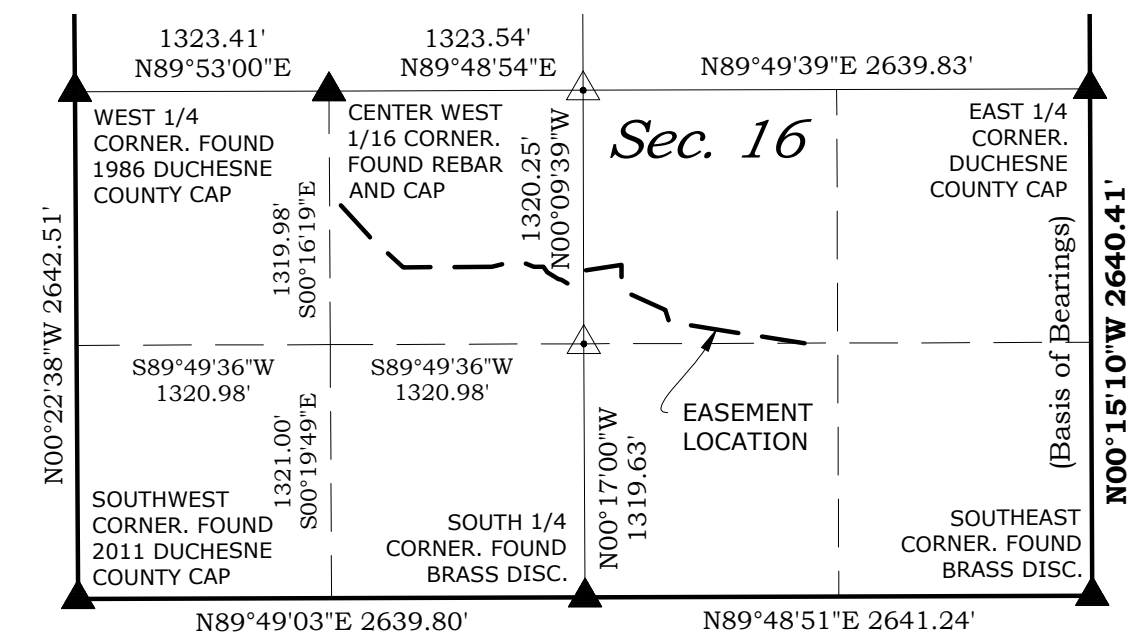
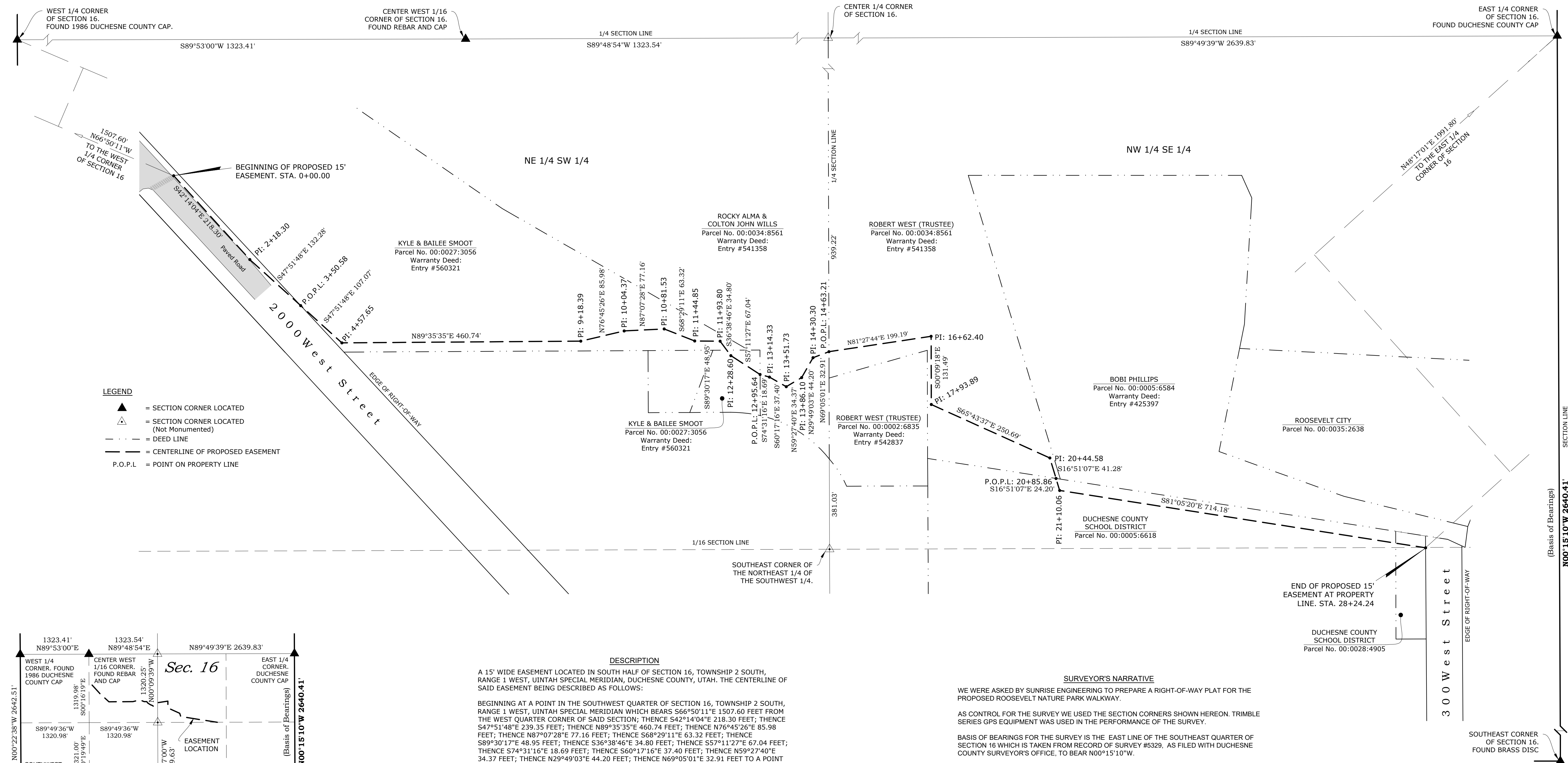


# ROOSEVELT CITY NATURE PARK

## PROPOSED WALKWAY EASEMENT

Located in Section 16,  
T2S, R1W, Duchesne  
County, Utah.

PROPOSED EASEMENT SEGMENT WIDTHS / LENGTHS							
OWNERSHIP	FROM	TO	WIDTH	LENGTH IN FEET	LENGTH IN RODS	LENGTH IN MILES	AREA IN ACRES
UDOT RIGHT-OF-WAY	STA. 00+00.00	P.O.D.L. 3+50.58	15'	350.58	21.247	0.066	0.12
KYLE & BAILEE SMOOT	P.O.D.L. 3+50.58	P.O.D.L. 12+95.64	15'	945.06	57.276	0.179	0.33
ROCKYK ALMA & COLTON JOHN WILLS	P.O.D.L. 12+95.64	P.O.D.L. 14+63.21	15'	167.57	10.156	0.032	0.06
ROBERT WEST	P.O.D.L. 14+63.21	P.O.D.L. 20+85.86	15'	622.65	37.736	0.118	0.21
DUCHESNE COUNTY SCHOOL DISTRICT	P.O.D.L. 20+85.86	P.O.D.L. 28+24.24	15'	738.38	44.750	0.140	0.25
TOTAL				2824.24	171.166	0.535	0.97



SECTION MAP  
Scale: 1" = 1000'

NOTES:  
UTILITIES, EASEMENTS, IMPROVEMENTS AND  
ENCROACHMENTS NOT SHOWN ON THIS PLAT MAY EXIST.  
ENTRY NUMBER REFER TO ITEMS ON FILE WITH THE  
RECORDER'S OFFICE OF DUCHESNE COUNTY, UTAH.

**DESCRIPTION**  
A 15' WIDE EASEMENT LOCATED IN SOUTH HALF OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 1 WEST, UTAH SPECIAL MERIDIAN, DUCHESNE COUNTY, UTAH. THE CENTERLINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:  
BEGINNING AT A POINT IN THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 1 WEST, UTAH SPECIAL MERIDIAN WHICH BEARS S66°50'11"E 1507.60 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION; THENCE S42°14'04"E 218.30 FEET; THENCE S47°51'48"E 239.35 FEET; THENCE N89°35'35"E 460.74 FEET; THENCE N76°45'26"E 85.98 FEET; THENCE N87°07'28"E 77.16 FEET; THENCE S68°29'11"E 63.32 FEET; THENCE S89°30'17"E 48.95 FEET; THENCE S36°38'46"E 34.80 FEET; THENCE S57°11'27"E 67.04 FEET; THENCE S74°31'16"E 18.69 FEET; THENCE S60°17'16"E 37.40 FEET; THENCE N59°27'40"E 34.37 FEET; THENCE N29°49'03"E 44.20 FEET; THENCE N69°05'01"E 32.91 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER WHICH BEARS S00°09'30"E 939.22 FEET FROM THE CENTER QUARTER CORNER OF SAID SECTION; THENCE N81°27'44"E 199.19 FEET; THENCE S00°09'18"E 131.49 FEET; THENCE S65°43'37"E 250.69 FEET; THENCE S16°51'07"E 65.48 FEET; THENCE S81°05'20"E 714.18 FEET TO A POINT ON THE GRANTORS EAST PROPERTY LINE WHICH BEARS S48°17'01"W 1991.80 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION. BASIS OF BEARINGS IS THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION WHICH IS TAKEN FROM RECORD OF SURVEY PLAT #5329 AS FILED FOR RECORD WITH THE DUCHESNE COUNTY SURVEYOR'S OFFICE TO BEAR N00°15'10"W. CONTAINS 0.97 ACRES MORE OR LESS.

**SURVEYOR'S NARRATIVE**  
WE WERE ASKED BY SUNRISE ENGINEERING TO PREPARE A RIGHT-OF-WAY PLAT FOR THE PROPOSED ROOSEVELT NATURE PARK WALKWAY.  
AS CONTROL FOR THE SURVEY WE USED THE SECTION CORNERS SHOWN HEREON. TRIMBLE SERIES GPS EQUIPMENT WAS USED IN THE PERFORMANCE OF THE SURVEY.  
BASIS OF BEARINGS FOR THE SURVEY IS THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 16 WHICH IS TAKEN FROM RECORD OF SURVEY #5329, AS FILED WITH DUCHESNE COUNTY SURVEYOR'S OFFICE, TO BEAR N00°15'10"W.

**SURVEYOR'S CERTIFICATE**  
I MITCH S. BATTY, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE #10325987 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT THIS PLAT AND ITS COMPUTATIONS AND FIELD SURVEYS NECESSARY FOR THE DATA COMPILED HEREON WERE MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE OF FIELD SURVEY: 8-08-2023

*Mitch S. Batty*  
PROFESSIONAL LAND SURVEYOR  
REGISTRATION NO. 10325987  
STATE OF UTAH

SURVEYED BY: A.F.  
DRAWN BY: D.A.  
DATE: 8-09-2023  
SCALE: 1"=200'  
FILE:

**TIMBERLINE**  
Engineering & Land Surveying  
209 North 300 West • Vernal, Utah  
(435) 789-1365



## WATER PIPELINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Rocky Alma & Colton John Wills, hereinafter designated "Grantor", Roosevelt City, hereinafter designated "Grantee", does hereby grant and convey unto Grantee, its successors and assigns, a right of way 15 feet wide for the purpose of constructing, reconstructing, replacing, renewing, operating, maintaining, repairing, and removing trails and/or sidewalks as a public pedestrian corridor, as well as appurtenant structures connected with and necessary for the installation and operation of the corridor and the right to alter, add to, change and remove the same from time to time, along, over, through, upon, under and across Grantor's land situated in the County of Duchesne, State of Utah, the course of the right of way is described on "Roosevelt City Nature Park Proposed Walkway Easement" attached hereto:

The right of way includes the right of ingress and egress to and from said corridor, or any of them, for the purposes aforesaid.

The Grantor reserves the right to use and fully enjoy the above-described premises, except as to the rights hereinbefore granted but agrees to not construct or allow construction or placement of buildings or other structures on the easement or to permit other utilities or improvements on the land covered by the easement which will interfere with or impede the operation, inspection or maintaining of the corridor.

All travel surfaces laid under this grant shall be laid upon routes selected by the Grantee.

To have and to hold said easements, rights, and rights of way, unto the said Grantee, its successors and assigns, as long as the easement is being used for the purpose set forth herein.

This instrument embodies the entire agreement between Grantor and Grantee with respect to the subject hereof, including the consideration paid or to be paid in connection therewith. The easements and rights hereby granted, and all of the terms and conditions hereof shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and assigns of the parties hereto; and the rights and easements herein granted shall be assigned together or separately and in whole or in part.

IN WITNESS WHEREOF, This instrument is duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

GRANTOR:

Rocky Alma Wills

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

GRANTOR:

Colton John Wills

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

GRANTEE:

Roosevelt City

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

J.R. Bird, Mayor

STATE OF UTAH        )  
                                  ) ss.

COUNTY OF DUCHESNE)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2023, by

\_\_\_\_\_  
Notary Public

STATE OF UTAH        )  
                                  ) ss.

COUNTY OF DUCHESNE)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
\_\_\_\_\_, 2023, by J.R. Bird, Mayor of Roosevelt City.

\_\_\_\_\_  
Notary Public

# Capital Project Request for Approval

Date of this Request: 8-9-23

Requested By: Ryan Clayburn

Capital Project #: FY24-396

Description: Phase I of Nature Park project  
This is for installation of public restrooms

Supplier: CXT Concrete Products

Estimated Cost: \$67,838.<sup>00</sup>

Estimated Time of Acquisition: Immediate

NOTES: City's portion of Phase I is \$257,360.

We have grants covering the remaining  
approx. \$1.1m for phase I of Cottonwood Creek  
Trail

Approved by: \_\_\_\_\_

Date of Approval: \_\_\_\_\_



CXT Incorporated  
6701 E Flamingo Ave, Bld. 300  
Nampa, ID 83687  
208-800-6200

Page 1 of 1  
08/09/2023 11:46:50

## Invoice

**Bill-To-Party**

ROOSEVELT CITY CORPORATION  
255 S STATE STREET  
ROOSEVELT UT 84066  
E-mail: burns@rooseveltcity.com

**Ship-To-Party**

ROOSEVELT CITY  
NATURE PARK  
550 N STATE STREET  
ROOSEVELT UT 84066

**Remit-To****Remitting by check:**

CXT Incorporated  
PO BOX 676208  
DALLAS TX 75267-6208

**Remitting by ACH or Wire Transfer:**

Beneficiary: CXT Incorporated  
Beneficiary Bank: PNC Bank, NA  
Pittsburgh, PA  
Account: 1077766885  
ABA / Routing: 043000096

**Information**

Invoice No. 90066199  
Invoice Date 08/09/2023  
Delivery No. 80128924  
Sales Order No. 438364  
Customer PO No. Nature Park  
Customer 1006162  
Customer Name ROOSEVELT CITY CORPORATION  
Term of Payment Net 30  
Incoterm DAP Delivered at Place

Item	Material/Description	Quantity	Unit Price	Value
10	T-4791 T-4791	1 EA	67,838.00	67,838.00
Total Before Tax				67,838.00
Total Amount (USD)				67,838.00

Nature Park Restrooms  
- STATE CONTRACT  
# please put on Council pos list.  
Thank you  
Ryan

## Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**CXT Incorporated**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite n

**415 Holiday Drive**

6 City, state, and ZIP code

**Pittsburgh, PA 15220**

7 List account number(s) here (optional)

### REMIT-TO

Remitting by check:

CXT, Inc.  
PO Box 676208  
Dallas, TX 75267-6208

Remitting by ACH or Wire Transfer:

Beneficiary: CXT, Inc.  
Beneficiary Bank: PNC Bank, Pittsburgh, PA  
Account: 1077766885 ABA/Routing: 043000096  
Email remittance details to: [AR@LBFOSTER.COM](mailto:AR@LBFOSTER.COM)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

- - - - -

or

Employer identification number

9 1 - 1 4 9 8 6 0 5

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►



Date ►

1/1/2023

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# Capital Project Request for Approval

Date of this Request: 8-3-23

Requested By: Police Dept.

Capital Project #: FY24-46

Description: Firearms + Ammo

Supplier: SLWS/MiWall/Sionics

Estimated Cost: \$ 20,000

Estimated Time of Acquisition: \_\_\_\_\_

NOTES: \$22K originally approved on general fund budget, but was moved to Capital projects. Those invoices were approved by Council on 8-1-23, but not presented as a capital project.

Approved by: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

Salt Lake Wholesale Sports  
 3331 South 300 West  
 Salt Lake City, UT 84115  
 (801) 485-4867 / (800) 248-4867  
 sales@saltlakewholesalesports.com



# Estimate

Date	Estimate #
7/27/2023	8110
Estimate is good for 30 days	

Name / Address

ROOSEVELT CITY  
 ACCOUNTS PAYABLE  
 255 S STATE ST  
 ROOSEVELT, UT 84066

				Rep	Terms	Project	
				JF	Net 30		
Item	Description	Qty	U/M	Rate	Dimensions (L...	Weight ...	Total
P9HST3	124 GR. HST HP +P	2	cs	397.96	11.32 X 7.32 ...	29.45	795.92
53651	9MM LUGER 124 GR TMJ LAWMAN	8	cs	230.10	14.50 X 6.00 ...	29.60	1,840.80
AE223N	62 GR FULL METAL JACKET	14	cs	249.00	9.38 X 4.25 X ...	13.38	3,486.00
FET EXEMPT	11% FET EXEMPTION FOR STATE OR MUNICIPAL AGENCIES						0.00
SHIPPING	DROP SHIP/WILL CALL IF IN STOCK			0.00			0.00
<div>Here is the Quote for all the pistol Ammo and the practice rifle ammo. Thanks!!</div>							
Thank you for inquiring with Salt Lake Wholesale Sports. To accept this Estimate, please respond in writing or send a Purchase Order to sales@saltlakewholesalesports.com				<b>Total</b>		\$6,122.72	





Miwall Corporation  
PO BOX 2809  
Grass Valley, CA 95945

530-273-1047  
lesales@miwallcorp.com

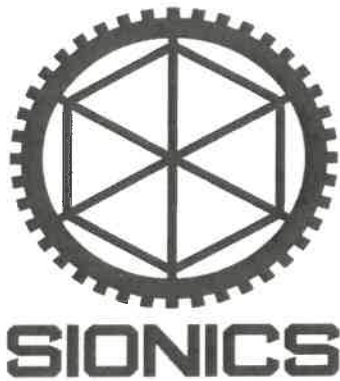
## Quote

Date	Quote #
7/27/2023	1720

Name / Address	Ship To
ROOSEVELT POLICE DEPARTMENT 255 S STATE ST ROOSEVELT, UT 84066-2983	ROOSEVELT POLICE DEPARTMENT 255 S STATE ST ROOSEVELT, UT 84066-2983

Comment		Terms	Rep	
		30	SR	
Item	Description	Cost	Qty	Total
81295C Ship	Horn 5.56 75gr TAP SBR 200 Shipping Charge Sales Tax	170.00 50.00 0.00	10	1,700.00T 50.00 0.00
<div>Here is the quote for the Duty Rifle  Amaro  Thanks TSi</div>				
		(0.0%)	\$0.00	
		Total	\$1,750.00	

## SIONICS Weapon Systems - Quotation#27723-II - RCPD



Quotation Date: 27-July-2023

To: Roosevelt City Police Department  
255 South State Street  
Roosevelt, Utah 84066

From: SIONICS Weapon Systems  
5118 East Pima Street  
Tucson, Arizona 85712

Description	Units	Cost Per Unit	Amount
Patrol Three SBR - Roosevelt Edition - FET Exempt	8	\$934.95	\$7,479.60
Roosevelt Edition includes SWS 11.5" Medium Contour Barrel, SWS 10.8" M-LOK Rail, SWS 5-Slot M-LOK Rail Piece, SWS NP3 BCG, SWS GI Charging Handle, SWS Enhanced Trigger, SWS Ambidextrous Selector, SWS H2 Buffer, SWS GI End Plate, Magpul MOE SL Stock, Magpul K-2 Grip, Magpul Trigger Guard, Magpul MBUS Sights, Spinco Enhanced Buffer Spring and Sprinco HD Extractor Spring*			
Silencerco Saker ASR 556K w/ Direct Thread Mount	8	\$549.95	\$4,399.60
*No Magazine or Case included with Rifle			
Sub Total			\$11,879.20
Shipping			Freight Included
TOTAL			\$11,879.20

This Quotation is based on the issuance of an Official Department Purchase Order and F.A.E.T. Exemption



CENTRAL PARK PLAYGROUND

# Shade Structure

## *Ribbon-cutting*

AUGUST 17TH - 12 P.M.

BRING YOUR FAMILY TO CENTRAL PARK TO COOL OFF  
WITH FREE ICE CREAM AND POPSICLES AND PLAY IN  
THE SHADE UNDER OUR NEW PLAYGROUND SHADE  
STRUCTURE



# ROOSEVELT



## SPORTS COMPLEX

### *Groundbreaking*



**August 21st- 12:00 PM**

Join us at the Constitution Park walking path for our groundbreaking ceremony and free hotdogs!