

**Tremonton City Corporation
Redevelopment Agency Meeting
August 16, 2016
Meeting to be held immediately following Tremonton City Council Meeting
which is scheduled at 7:00 p.m.
102 South Tremont Street
Tremonton, Utah**

AGENDA

1. Approval of agenda
2. Approval of minutes – June 21, 2016
3. New Business:
 - a. Discussion and consideration of adopting Resolution No. RDA 16-10 adopting a wall mural artist professional services agreement between Jason Nessen and Tremonton City RDA to paint a wall mural of Tremonton Main Street Circa 1960's on a building located at 145 West Main Street Tremonton, Utah
 - b. Discussion regarding the Redevelopment Agency facilitating Façade Grants and Wall Grants within the Tremont Center Community Development Project Area
 - c. Discussion of Tremonton City Agency Reports for 2015 Tax Increment Year
 1. Tremont Center Community Development Project Area
 2. West Liberty Foods EDA Project Area
4. Adjournment

Anchor location for Electronic Meeting by Telephone Device. With the adoption of Ordinance No. 13-04, the Board may participate per Electronic Meeting Rules. Those eligible to request participation by electronic means should contact Linsey Nessen, Acting City Recorder, no later than 48 hours prior to the meeting to make arrangements.

Persons with disabilities needing special assistance to participate in this meeting should contact Linsey Nessen no later than 48 hours prior to the meeting.

Notice was posted August 12, 2016, a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after said meeting. A copy of the agenda was delivered to the Leader (Newspaper) on August 12, 2016.

Linsey Nessen, Acting Executive Secretary

Draft Minutes

TREMONTON CITY CORPORATION REDEVELOPMENT AGENCY June 21, 2016

Board Members Present:
Roger Fridal, Chairman
Diana Doutre, Board Member
Lyle Holmgren, Board Member
Jeff Reese, Board Member – excused
Bret Rohde, Board Member
Lyle Vance, Board Member
Shawn Warnke, Executive Director
Linsey Nessen, Acting Executive Secretary

Chairman Fridal called the Tremonton Redevelopment Agency Meeting to order at 8:01 p.m. The meeting was held in the City Council Meeting Room at 102 South Tremont Street, Tremonton, Utah. Those in attendance were Chairman Fridal, Board Members Doutre, Holmgren, Rohde, and Vance, Executive Director Warnke, and Deputy Executive Secretary Nessen.

1. Approval of agenda:

Motion by Board Member Rohde to approve the June 21, 2016 agenda. Motion seconded by Board Member Holmgren. Vote: Board Member Doutre - aye, Board Member Holmgren - aye, Board Member Rohde - aye, and Board Member Vance - aye. Motion approved.

2. Approval of minutes – June 6, 2016

Board Member Doutre commented that the minutes were from June 7, 2016 not June 6, 2016.

Motion by Board Member Vance to approve the minutes of June 7, 2016. Motion seconded by Board Member Doutre. Vote: Board Member Doutre - aye, Board Member Holmgren - aye, Board Member Rohde - aye, and Board Member Vance - aye. Motion approved.

3. Public Hearings

Chairman Fridal called a Public Hearing to order at 8:02 p.m. to consider the Annual Budget. There were 3 people in attendance.

- a. To consider adopting the Annual Budget entitled “The Redevelopment Agency of Tremonton City Annual Implementation Budget 2016- 2017 for RDA District #2

Draft Minutes

Fund – Downtown and Tremonton West Library Foods EDA 172 for the fiscal year commencing July 1, 2016 and ending June 30, 2017”

There were no public comments. Chairman Fridal closed the Public Hearing at 8:03 p.m.

- b. **Public hearing was advertised in the newspaper (and for this reason is listed on the agenda), but is now canceled as no budget amendments are being proposed:**

To consider adopting amendments to the Annual Budget entitled “The Redevelopment Agency of Tremonton City Annual Implementation Budget 2015-2016 for Tremonton West Liberty Foods EDA 172, Fund 71 RDA District #2 – Downtown, and Tremonton Freeway and Garland Cem (RDA #3), for the period commencing July 1, 2015 and ending June 30, 2016”

4. New Business:

- a. To consider adopting the Annual Budget entitled “The Redevelopment Agency of Tremonton City Annual Implementation Budget 2016- 2017 for RDA District #2 Fund – Downtown and Tremonton West Library Foods EDA 172 for the fiscal year commencing July 1, 2016 and ending June 30, 2017”

Executive Director Warnke noted the RDA is required to adopt a budget. The budget is based on the revenue received and redistributed with the exception of housing. There are no projects for housing contemplated. Funds may be appropriated in case something comes up.

Motion by Board Member Vance to approve and adopt Resolution No. RDA 16-09. Motion seconded by Board Member Rohde. Roll Call Vote: Board Member Doutre - aye, Board Member Holmgren - aye, Board Member Rohde - aye, and Board Member Vance - aye. Motion approved.

5. Adjournment

Motion by Board Member Rohde to adjourn the meeting. Motion seconded by Board Member Doutre. Vote: Board Member Doutre - aye, Board Member Holmgren - aye, Board Member Rohde - aye, and Board Member Vance - aye. Motion approved.

The meeting adjourned at 8:05 p.m.

The undersigned duly acting and appointed Executive Secretary for Tremonton City Corporation Redevelopment Agency hereby certifies that the foregoing is a true and correct copy of the minutes for the RDA Meeting held on the above referenced date. Minutes were prepared by Cynthia Nelson.

Draft Minutes

Dated this _____ day of _____, 2016.

Linsey Nessen, Acting Executive Secretary

RESOLUTION NO. RDA 16-10

ADOPTING A WALL MURAL ARTIST PROFESSIONAL SERVICES AGREEMENT BETWEEN JASON NESSEN AND TREMONTON CITY RDA TO PAINT A WALL MURAL OF TREMONTON MAIN STREET CIRCA 1960'S ON A BUILDING LOCATED AT 145 WEST MAIN STREET TREMONTON, UT

WHEREAS, to revitalize Tremonton City's Main Street, Tremonton City underwent a Main Street visioning and planning process facilitated by the American Institute of Architects' Sustainable Design Assistance Team ("SDAT"); and

WHEREAS, one of the objectives identified through the aforementioned visioning and planning process was to make downtown more vibrant through public art; and

WHEREAS, Tremonton City RDA applied for and received a grant award for one thousand, two hundred dollars (\$1,200) from the Utah Division of Arts & Museum to have a wall mural painted, which has a mandatory completion date of no later than June 30, 2017; and

WHEREAS, UCA 10-7-85 allows for the governing body of a municipality to provide funds for the arts; and

WHEREAS, Contractor possesses highly specialized skills and talents associated with his ability to create works of art; and

WHEREAS, in accordance with Subsection 5 Procurement *Not* Requiring Bids, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policy and Procedure Manual, the Tremonton City Council and RDA Board deems the Contractor as a single-source provider due to his highly specialized skills and talents and thus is not required to obtain multiple bids; and

WHEREAS, the RDA is desirous to enter into a professional services agreement with Contractor, wherein Contractor will provide to the RDA professional artist services, specific to wall murals; and

WHEREAS, in accordance with Subsection 5 Procurement *Not* Requiring Bids, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policy and Procedure Manual, the Tremonton City RDA is approving a Professional Services Agreement and thus is not required to obtain multiple bids; and

WHEREAS, Contractor is desirous to provide the RDA with professional artist services, specific to wall murals.

NOW, THEREFORE, be it resolved by the RDA Board of Tremonton Utah that a Wall Mural Artist Professional Services Agreement between Jason Nessen and Tremonton City RDA to paint wall a mural of Tremonton Main Street Circa 1960's on a building located at 145 West Main Streets be approved as contained in Exhibit A.

Adopted and passed by the Board of Directors of the Redevelopment Agency of Tremonton City this 16th day of August, 2016.

REDEVELOPMENT AGENCY

Roger Fridal, Mayor

ATTEST:

Linsey Nessen, Executive Secretary

EXHIBIT "A"

**WALL MURAL ARTIST
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT (hereinafter referred to as the “Agreement”) for professional wall mural artist services is made by and between Tremonton City Redevelopment Agency, a body corporate and politic of the State of Utah (hereinafter referred to as “RDA”), and Jason Nessen (hereinafter referred to as “Contractor”), individually or jointly the RDA and Contractor shall be referred to as “Party” or “Parties”.

RECITALS

WHEREAS, to revitalize Tremonton City’s Main Street, Tremonton City recently underwent a Main Street visioning and planning process facilitated by the American Institute of Architects’ Sustainable Design Assistance Team (“SDAT”); and

WHEREAS, one of the objectives identified through the aforementioned visioning and planning process was to make downtown more vibrant through public art; and

WHEREAS, Tremonton City RDA applied for and received a grant award for one thousand, two hundred dollars (\$1,200) from the Utah Division of Arts & Museum to have a wall mural painted, which has a mandatory completion date of no later than June 30, 2017; and

WHEREAS, UCA 10-7-85 allows for the governing body of a municipality to provide funds for the arts; and

WHEREAS, Contractor possesses highly specialized skills and talents associated with his ability to create works of art; and

WHEREAS, in accordance with Subsection 5 Procurement *Not* Requiring Bids, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policy and Procedure Manual, the Tremonton City Council and RDA Board deems the Contractor as a single-source provider due to his highly specialized skills and talents and thus is not required to obtain multiple bids; and

WHEREAS, the RDA is desirous to enter into a professional services agreement with Contractor, wherein Contractor will provide to the RDA professional artist services, specific to wall murals; and

WHEREAS, in accordance with Subsection 5 Procurement *Not* Requiring Bids, Section II: Purchasing Policy & Contracts of the Tremonton City Personnel Policy and Procedure Manual, the Tremonton City RDA is approving a Professional Services Agreement and thus is not required to obtain multiple bids; and

WHEREAS, Contractor is desirous to provide the RDA with professional artist services, specific to wall murals.

NOW, THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. Services Rendered. Contractor agrees to provide artist services. Specifically, Contractor agrees to complete and paint, in a professional manner and in color tones, the image, in similar form and content, as contained in Exhibit “A” on the wall identified in Exhibit “B” located at 145 West Main Street Tremonton, UT. The wall mural shall be approximately twenty (20) feet in height and sixty (60) feet in length, covering the entire surface of the wall.

The RDA has obtain the necessary easement agreements, as contained in Exhibit “C”, specific to the wall identified in Exhibit “B”, and shall prepare the surface of the previously identified wall for the wall mural by power washing, repairing bad brick mortar, and spraying a base coat of paint if needed. The RDA shall pay for the paint for the mural which are selected by the Contractor.

2. Term of Agreement. The Agreement shall commence on the latter of the date that this Agreement is signed by the Parties and shall terminate upon completion and acceptance of the mural. Additionally, the RDA may terminate at any time, with or without cause, by providing written notice to the Contractor of the termination of this Agreement. If this Agreement is terminated, the Contractor shall provide an invoice to the RDA itemizing and describing reasonable expenses incurred by the Contractor prior to the RDA’s termination of the Agreement. The RDA shall pay only reasonable expenses, as determined solely by the RDA’s Executive Director, documented in the Contractor’s submitted invoice. The Contractor may appeal the RDA Executive Director’s decision of amount paid to the RDA Board whose decision shall be final.

3. Notices. Any notice sent by either Party shall be sent, to the appropriate address contained herein, certified mail, return receipt requested:

Jason Nessen
459 S 100 W
Wellsville, Utah 84339

Attention RDA Executive Director
Tremonton City RDA
102 South Tremont Street
Tremonton, Utah 84337

3. Compensation/Independent Contractor. Contractor shall be compensated \$XXXX (to be announced at meeting) for services rendered as described in Section 1 of this Agreement with half of the funds (\$XXXX to be announced at meeting) payable at the signing of this Agreement. With the balance half (\$XXXXX to be announced at meeting) being paid to the Contractor upon substantial completion of the mural as determined by the RDA Executive Director.

Contractor shall not be eligible for employee benefits from the RDA such as, but not limited to, health insurance, dental insurance, life insurance, 401(k) participation, or retirement plans. Furthermore, Contractor shall be compensated as an independent contractor receiving Internal Revenue Service Form 1099 from the RDA at the completion of the Tax year in which work is performed. Excepting Section 4 herein, Contractor shall provide his own materials including but not limited to rollers, brushes, and tools.

4. Use of RDA Equipment. Subject to section 5 herein, Contractor shall be allowed use of the RDA's and or Tremonton City equipment as necessary and when available to complete wall mural. Contractor is acknowledging he is capable of operating any RDA and or Tremonton City equipment and shall be responsible to repair any damage caused to any RDA and or Tremonton City equipment by its use and operation.

5. Indemnity. Contractor agrees to indemnify and hold harmless the RDA and Tremonton City from all liability arising from any and all services provided by Contractor and/or its agents, criminal wrongdoing on the part of Contractor and/or its agents, negligent acts by Contractor and/or its agents, intentional acts by Contractor and/or its agents. Contractor further agrees to indemnify and hold harmless the RDA and Tremonton City for any injury or damage to Contractor or any third party based on Contractor's use of Tremonton City and or Tremonton RDA equipment or equipment provided by the RDA or Tremonton City.

6. Entire Agreement. This Agreement sets forth the entire understanding agreement of the Parties with respect to the subject matters stated herein and supersedes any prior or contemporaneous oral and/or written agreements or representations, if any, between the Parties; that the terms of this Agreement are contractual and not mere recitals; and the Parties acknowledge that no promise or agreement not included in this Agreement has been made, but that they are relying solely upon their own judgment after consultation with their respective attorney or attorneys.

7. Counterparts, Duplicate Copies, and Facsimile Copies. This Agreement may be executed in counterparts such that an Agreement with a complete set of signatures, whether or not on different copies of the page on which the signatures appear, shall constitute a fully-executed agreement; all executed copies of this Agreement shall constitute duplicate originals; and a copy or facsimile signature shall be treated for all purposes as an original signature.

8. Applicable Law, Jurisdiction, and Venue. The Agreement shall be interpreted in accordance with the laws of the state of Utah, and the First District Court of the State of Utah, in and for Box Elder County shall have jurisdiction and be the proper venue for any suit arising here from.

9. Modification. The Agreement may not be modified in any manner except in writing signed by each of the Parties.

10. Authority. The undersigned each represents that they have full authority to sign this Agreement and to enter into this Agreement on behalf of the Party to the Agreement so reflected by each signature.

11. *Incorporation of Recitals and Exhibits.* All recitals and exhibits contained herein and/or attached hereto are hereby incorporated into the Agreement.

12. *Severability.* In the event that any portion of this Agreement is nullified or voided by a Court of competent jurisdiction, that portion shall be severed from the remainder of the Agreement, and all other portions of the Agreement shall remain in full force.

13. *Attorney's Fees and Costs.* In the event of any litigation arising here from, the prevailing Party shall be entitled to collect from the non-prevailing Party, all costs of litigation and collection including, but not limited to, attorney's fees and costs of suit and collection.

14. *Copyright; Right of Use.* The RDA and Tremonton City shall retain the following rights, together with the copyright, to the mural created by the Contractor:

(i). To use the mural or reproductions of the mural or mural image for publicity and/or fund raising purposes, and to license souvenirs of said mural.

(ii). To allow members of the public to photograph or video the mural for non-commercial purposes.

(iii). To allow the various members of the media, including, but not limited to newspapers, magazines, newsletters, television stations, and movie makers to photograph, film or video tape the mural.

{REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK; SIGNATURES TO FOLLOW ON NEXT PAGE}

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates herein shown below.

**TREMONTON CITY REDEVELOPMENT AGENCY,
A Utah Municipal Corporation**

Roger Fridal, Chair (Date)

Attest:

Darlene Hess, Secretary (Date)

CONTRACTOR

Jason Nessen (Date)

EXHIBIT "A"



EXHIBIT "B"



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EXHIBIT “C”

After recording return to:
Tremonton City
102 South Tremont Street
Tremonton, Utah 84337

WALL MURAL ACCESS EASEMENT

Kirby Rhodes, grantor of 163 W Main Street Tremonton, UT 84337 (“Grantor”) is the owner of certain real property located at 163 W Main Street Tremonton, Box Elder County, Utah, and more particularly described on Exhibit A, attached hereto and incorporated herein by reference (“the Property”).

Grantor hereby confirms, grants, conveys, and releases to Tremonton City, a body corporate and politic of the State of Utah as Grantee, along with its assigns, agents, and employees an access easement and right of way over and across the Property for the sole purpose of creation and maintenance of a wall mural. Said access easement shall be perpetual in term, and run with the land in perpetuity.

DATED this ____ day of _____, 20__.

Kirby Rhodes

ACKNOWLEDGEMENT

STATE OF UTAH)
 :ss.
County of Box Elder)

On the ____ day of _____, 2016, personally appeared before me Kirby Rhodes the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

Exhibit "A"

LTS 09, 10, 11 & 12 BLK 12 PLT A TCS.

LESS: E 4 FT LT 09.

LESS: BEG 150 FT S OF NW COR LT 12, E 52.9 FT, SELY 53 FT M/L TO PT 4 FT W OF SE COR LT 09, W 101.7 FT M/L TO SW COR SD LT 12, N 15 FT TO POB.

LESS: BEG 120 FT S OF NW COR LT 12 & E 80 FT, S TO N SIDE DEDICATED TREMONTON CITY ALLEY, WLY ALG SD ALLEY TO W/L LT 12, N 30 FT TO POB.

CONT .28 AC M/L.

When Recorded, Return to:

Tremonton City, Corp.
102 South Tremont Street
Tremonton, Utah 84337

**TREMONTON CITY
WALL MURAL EASEMENT AGREEMENT FOR
PARCEL NO. 05-063-0003**

THIS WALL MURAL EASEMENT AGREEMENT (“Agreement”) is made and entered into as of this _____ day of _____, 2016, by and between Tremonton City Corporation, a body corporate and politic of the State of Utah (hereinafter the “City”), and Capener Marble 145 LLC (hereinafter “Owner”). The City and Owner are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Owner is the title holder of a building (hereinafter the “Building”), located at 145 West Main Street in the corporate city limits of Tremonton, Box Elder County, Utah, which is more particularly and legally described in Exhibit “A”; and

WHEREAS, the City is desirous to contract with a professional artist for the creation of a wall mural;

WHEREAS, the Building has an outside wall as part of its structure on which the City is desirous to have a wall mural created; and

WHEREAS, the wall mural created by the professional artist contracted by the City will add value and aesthetic enhancement to the Building.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, convey, and grant, as follows:

1. EASEMENT TO CITY.

(a) **Grant of Wall Mural Easement to City.** Owner, including his assigns, agents and successors in interest, hereby grants to the City, and its successors in interest and assigns, an exclusive, ten (10) year easement (hereinafter the “Wall Mural Easement”) on the West, exterior wall of the Building located at 145 W Main Street in Tremonton, UT as shown Exhibit “B” for the exclusive purpose of creating and maintaining a wall mural. The Wall Mural Easement shall be for the entirety of the West exterior wall of the Building, which is approximately twenty (20) feet in height and sixty (60) feet in length as depicted in Exhibit “B”, and the City shall have exclusive control over the content that may be painted on the wall and surface for the entirety of the exterior of the West wall. During the term of the Wall Mural Easement, Owner grants the City and its duly authorized agents, access on and across its property for purposes of creating and maintaining the wall mural. The Owner agrees to limit the

permanent and/or periodic placement of objects and/or landscaping that may obstruct or screen the public's view of the wall mural. The Owner's installation of a flight of stairs and hand rail does not violation any term of the easement granted to the City and the City acknowledges that if a flight of stairs and hand rail is installed that it will obscure some portions of the mural.

(b) **Renewal of Wall Mural Easement.** After the initial ten (10) year Wall Mural Easement term has terminated, if neither Party affirmatively acts, by providing written notice to the other Party of its desire to terminate the Wall Mural Easement, the Wall Mural Easement term shall be automatically renewed for one (1) successive ten (10) year term.

2. MAINTENANCE OF THE WALL.

(a) **City Wall Mural Maintenance.** The City shall be solely responsible for any necessary maintenance and/or upkeep of the wall mural due to fading caused by the elements, graffiti, genuine maintenance and upkeep of the wall performed by the Owner that defaces the wall mural as described below, or changes to the content of the wall mural. City shall provide seven (7) day advanced notice, in writing, to Owner when any maintenance, upkeep or change in content shall occur to the wall mural.

(b) **Owner Wall Maintenance.** Owner shall be solely responsible for the maintenance and upkeep of the West side of the wall of the Building including but not limited to structural stability, brick and mortar, piping, insulation, natural disaster, electrical, fire, and/or destruction. When the Owner is performing genuine maintenance and upkeep of the Building wall which is the subject of the Wall Mural Easement the Parties acknowledge and accept that the Owner's maintenance and upkeep may deface the wall mural. In performing maintenance and upkeep the Owner or the Owners duly authorized agent performing the maintenance shall try to limit the amount of area that will deface the wall mural. Excepting emergency situations, Owner shall provide seven (7) day advanced notice, in writing, to the City of any maintenance or upkeep to the West wall of the Building, the nature of the maintenance and upkeep, and if the maintenance and upkeep is anticipated to deface the wall mural. In the case of emergency maintenance or upkeep to the West wall of the Building, Owner shall give the City as much advanced notice as is reasonably possible.

(c) **Wall Mural Restoration following Owner Wall Maintenance.** Owner shall reimburse City for all restoration required to the wall mural when such restoration is the necessary effect of wall maintenance and/or upkeep by Owner. Following any wall maintenance pertaining to structural stability, brick and mortar, piping, insulation, natural disaster, electrical, fire, and/or destruction, City shall restore the wall mural in the manner the City deems.

3. MISCELLANEOUS TERMS AND CONDITIONS.

(a) **Covenant Running with the Land.** Owner and the City hereby declare that the Wall Mural Easement from Owner to the City shall run with the land and shall be recorded in the Box Elder County Recorder's Office by the City.

(b) **Integration.** It is mutually understood and agreed that this Agreement constitutes the entire understanding and agreement by and among the Parties hereto, and supersedes all prior agreements, representations or understandings by and among them, whether written or oral, pertaining to the subject matter hereof.

Tremonton, Utah 8433

To Owner: Capener Marble 145 LLC
P.O. Box 37
Garland, Utah 84312

(l) **Mutual Indemnification.** Owner hereby agrees to indemnify and hold the City harmless from any liability alleged against the City for which the cause stems from the action(s) or negligence of Owner and/or its agents. Likewise, the City hereby agrees to indemnify and hold the Owner harmless from any liability alleged against the Owner for which the cause stems from the action(s) or negligence of the City and/or its agents.

(m) **Copyright; Right of Use.** The City shall retain the following rights, together with the copyright, to the mural placed on said building:

(i). To use the mural or reproductions of the mural or mural image for publicity and/or fund raising purposes, and to license souvenirs of said mural.

(ii). To allow members of the public to photograph or video the mural for non-commercial purposes.

(iii). To allow the various members of the media, including, but not limited to newspapers, magazines, newsletters, television stations, and movie makers to photograph, film or video tape the mural.

(iv). The City may make or authorize the making of maps, pamphlets, or similar items which show the mural and the murals location.

(n) **Authority.** The undersigned each represents that they have full authority to sign this Agreement and to enter into this Agreement on behalf of the Party to the Agreement so reflected by each signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

OWNER

TREMONTON CITY CORPORATION
A body Corporate and Politic of the State
of Utah

BY: _____
ROGER FRIDAL, Mayor

ATTEST:

City Recorder

Exhibit "A"

Parcel Number 05-063-0003

Legal LOT 08, E 4 FT LOT 9 & W 2 FT LOT 07 BLK 12 PLT A TREMONTON SURVEY.
Containing 0.11 acres.

Exhibit "B"



Tremonton City Agency Report Tremont Center Community Development Project Area 2015 Tax Increment Year

In accordance with Utah Code 17C-1-603, the Tremonton City Redevelopment Agency (RDA) has prepared this report for informational purposes for the Tremont Center Community Development Project Area. This report does not alter the amount of tax increment that the Agency is entitled to collect (as per UCA 17C-1-603 (3) (b)).

Section 1 – Assessment of Change in Marginal Value

1.1 Base Taxable Value. The Base Taxable Value approved in the Project Area Plan and the Interlocal Agreements with the Taxing Entities is \$148,000.

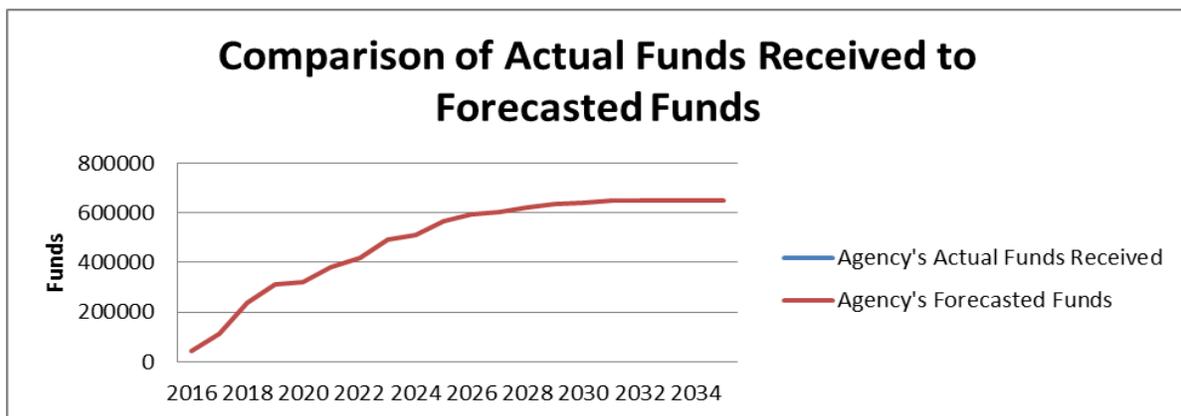
1.2 Prior Year's Assessed Value. Information is currently not available, but will be in future Annual Reports.

1.3 Estimated Current Assessed Value. Information is currently not available, but will be in future Annual Reports.

1.4 Narrative Description of Relative Growth in Assessed Value. The primary increase in taxable value that will generate tax increment is anticipated to occur from the development of the 38 acre vacant site of Tremont Center. The Tremont Center will include the following land uses of retail, commercial, office, and residential. Currently a Shopko, Results Gym, Dollar Tree, Greer's Hardware Store, and Auto Zone have or are currently under construction. Tremonton City is currently reviewing site plans for 3 additional buildings.

Section 2 – Amount of Project Area Funds Received by Agency

2.1 Comparison of the Actual Project Area Funds Received for the Previous Year to the Amount of Project Area Funds Forecasted when the Project Area was created. Below is a chart that will show the comparison of amount of Project Area Funds received compared to the forecasted funds anticipated with project area was created.



Additionally, attached to this report is the spreadsheet that shows the amount of funds forecasted from the Project Area. The Agency expects to receive funds for tax year 2016, which it will receive in the spring of 2017.

2.2 Agency's Historical Receipts of Project Area Funds, including the Tax Year for which the Agency First Received Project Area Funds from the Project Area. The Agency expects to receive funds for tax year 2016, which it will receive in the spring of 2017.

2.3 List of each taxing entity that levies or imposes a tax within the project area and a description of the benefits that each taxing entity receives from the project area. The Taxing Entities that impose tax within the Project Area include:

- Box Elder County
- Box Elder County School District
- Tremonton City
- Box Elder Mosquito Abatement District
- Bear River Water Conservancy District

As noted elsewhere in this report, the Taxing Entities are to receive 25% of the new increment in the Tremont Center Community Development Area during the Project Area Fund Collection Period. Below is a table that estimates these increased property tax revenues during the Project Area Fund Collection Period:

<u>Taxing Entities</u>	<u>Total Years 1-15</u>
Box Elder County	\$379,001
Box Elder County School District	\$1,260,730
Tremonton City	\$464,092
Box Elder Mosquito Abatement District	\$31,120
Bear River Water Conservancy District	<u>\$29,767</u>
	\$2,164,710

Additionally, it is anticipated that there will be an increase in sales tax, for those Taxing Entities that receive sales tax, as a result of an increase in the point of sale attributed to the new retail outlets. As you may know, the Utah State Tax Commission distributes sales taxes based upon population (50%) and point of sale (50%).

2.4 Amount Paid to other Taxing Entities under Section 17C-1-410. Through the Project Area Funds Collection Period the Taxing Entities will receive 25% of the new increment in the Tremont Center Community Development Area.

Section 3 – Description of Current and Anticipated project area development

3.1 Narrative of any significant project area development, including infrastructure development, site development, participation agreements, or vertical construction. The Tremont Center site is slated to be developed as a commercial, office, and residential development and has unique and significant infrastructure needs in order to make this development viable. For this reason, the Agency sought to

capture the tax increment from the Tremont Center to overcome the significant infrastructure needs. Additionally, the Agency will use funds to revitalize other property in the project areas, primarily on Main Street. Below is a list of anticipated improvements, amounts, and location of improvements.

CDA Expenses	Amount	Location of Improvement
Bury Central Canal	\$1,000,000	Tremont Center
Bridges and ROW improvements	\$300,000	Tremont Center
Landscaping over the buried canal and pedestrian amenities	\$208,000	Tremont Center
Bury overhead power	\$50,000	Tremont Center
Water line installation	\$50,000	Tremont Center
Bore water line under canal	\$20,000	Tremont Center
Acquire ROW for road extension (480 West)	\$60,000	Main Street
Building of road extension (480 West)	\$40,000	Main Street
Demolition of homes	\$350,000	Tremont Center
Façade improvements	\$640,000	Main Street
Replacement of streetlights	\$695,553	Main Street
New streetlights	\$207,186	Tremont Center
Public realm improvements	\$100,000	Main Street
Main Street trees	\$283,000	Main Street
Street trees for public road	\$84,000	Tremont Center or Main Street
Public plaza	\$150,000	Tremont Center or Main Street
Total	\$4,237,739	

The Tremont Center Community Development Project Area Plan recognizes and anticipates that some line items for expenditures may be more or less than those shown in the Project Area Plan and Budget summarized above. Moreover, the Budget for expenditures illustrated above shall not be held to strict amounts for each line item, but rather the overall amount of \$4.3 million for expenses shall be the maximum cap amount. Additionally, the use of Tax Increment shall include, but not be limited to, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

Section III of the Interlocal agreements, adopted between the Agency and the Taxing Entities, formalized this flexibility by allowing the Agency to determine the expenses in the Project Area but limits the maximum Tax Increment received by the Agency to \$4.3 million or 15 years of tax increment, whichever occurs first.

Use of Increment. On March 1, 2016, the Agency adopted Resolution RDA 16-02, a property tax increment reimbursement agreement between the Agency and Tremont Center, LLC for infrastructure improvements. The reimbursement agreement essentially grants 100% of the increment to Tremont Center, LLC for what this Agreement identifies as Developer Primary Improvement up to a maximum amount of \$2,234,000 or actual costs of the Primary Improvements, whichever is less. Thereafter, the reimbursement agreement grants 50% of the tax increment in a given year to Tremont Center LLC for what this Agreement identifies as Developer Secondary Improvements up to a maximum amount of \$234,000 or for the actual costs of the Secondary Improvements, whichever is less.

Below are tables that will be used to track reimbursement to the Developer for Primary Improvements. After the Agency has reimbursed Tremont Center LLC up to \$2,234,000 or actual costs of the aforementioned improvements, the RDA will track the reimbursement for Secondary Improvements.

Primary Improvement Reimbursement

Tax Increment Year	Reimbursed Amount
2016	To be determined in the Spring of 2017
TOTAL:	\$0.00

Vertical Construction. Currently a Shopko, Results Gym, Dollar Tree, Greer’s Hardware Store, and Auto Zone have or are currently under construction. Tremont City is currently reviewing site plans for 3 additional buildings.

3.2 Other details of development within the project area, including total developed acreage and total undeveloped acreage. The Project Area is comprised of 73.7 total acres and includes 109 parcels that account for 60.3 acres of the total 73.7 acres, with the remaining acreage belonging to roads, rail and alley-ways. A map of the Tremont Center CDA is contained in Section 7. Though the Project Area Boundaries are 73.7 acres in size, the primary increase in taxable value that will generate tax increment is anticipated to occur from the development of the 38 acre vacant site of Tremont Center. Below is a table that shows the number of acres that have been platted to date:

<u>Subdivision Plats</u>	<u>Acres</u>
Tremont Center Subdivision Phase 1	1 Acre
Tremont Center Subdivision Phase 2	1.6 Acres
Tremont Center Subdivision Phase 3	<u>4.62 Acres</u>
	7.22 Acres

Section 4 – Project Area Budget or Other Project Area Funds Analysis

4.1. Project Area Funds Collection Period. The Agency and Taxing Entities have adopted Interlocal agreements, which allows for the Agency to receive 75% of the new increment in the Tremont Center Community Development Area for 15 years or up to a maximum of \$4.3 million, whichever occurs first.

4.2 Number of Years Remaining in Each Project Area Funds Collection Period. Below is a table that will be used to track the number of years and tax increment collected on an annual basis:

Tax Increment Year	Increment Amount
2016	To be determined in the Spring of 2017

4.3 Total Amount of Project Area Funds the Agency is Authorized to Receive from the Project Area Cumulatively and From Each Taxing Entity. The Agency is authorized to receive 75% of the new increment in the Tremont Center Community Development Area for 15 years or up to a maximum of \$4.3 million, whichever occurs first.

4.4 Remaining Amount of Project Area Funds the Agency is Authorized to Receive From the Project Area Cumulatively and From Each Taxing Entity. Not applicable as the Agency has yet to receive any Project Area Funds.

Section 5 – Current Year Estimated Amount of Project Area Funds Agency is authorized to Receive

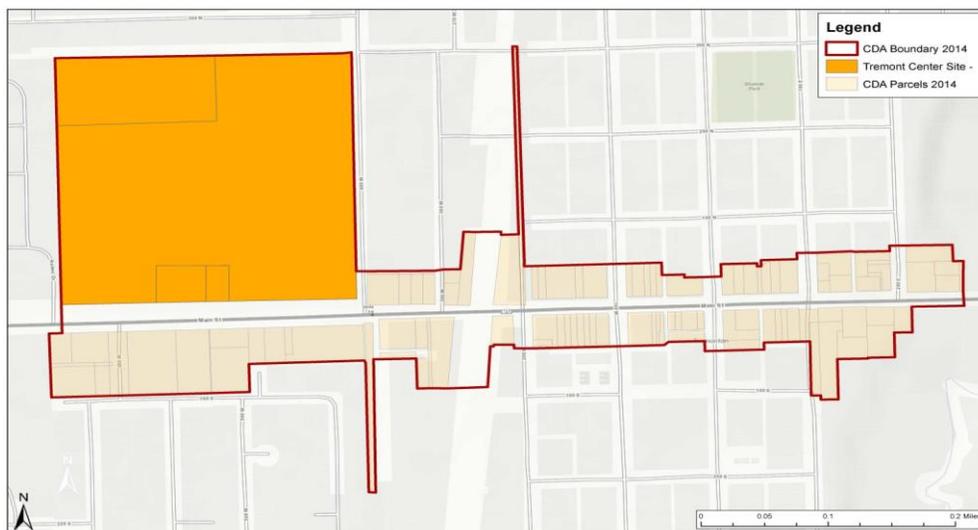
5.1 Current Calendar Year – Estimated Amount of Project Area Funds that Agency is Authorized to Receive. Not applicable, but will be in future Annual Reports.

Section 6 – Next Year Estimated Amount of Project Area Funds Agency is authorized to Receive

6.1 Next Calendar Year- Estimated Amount of Project Area Funds that Agency is Authorized to Receive. Not applicable, but will be in future Annual Reports.

Section 7- Map of Project Area

The Tremont Center Community Development Project Area is generally located along Main Street from approximately 730 West to approximately 200 East and covers 73.7 total acres and includes 109 parcels that account for 60.3 acres of the total 73.7 acres, with the remaining acreage belonging to roads, rail and alley-ways. The Tremont Center is more specifically shown on the map below.



Section 8- Other Relevant Information



Photo of the canal being buried at the intersection of 400 West and Main Street (Tremont Center)

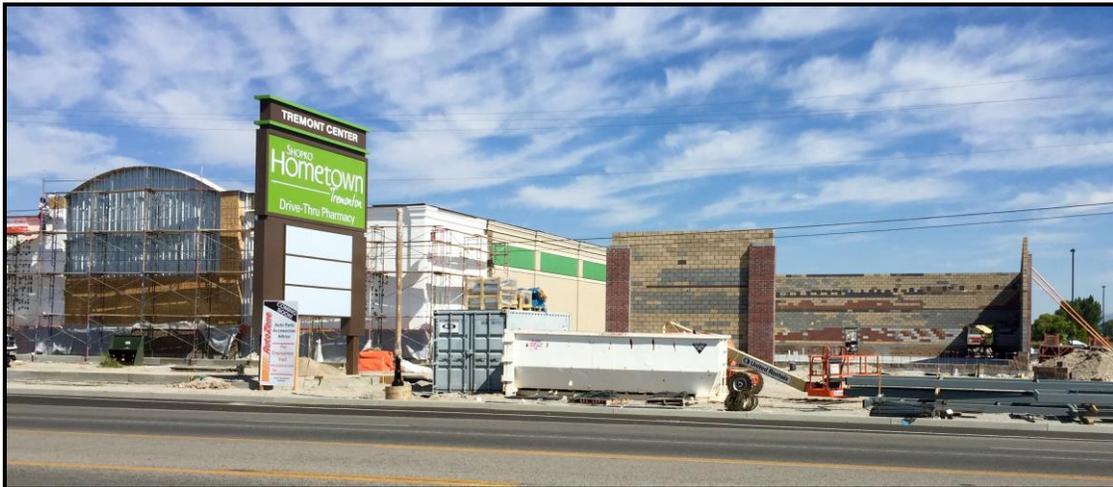


Photo of the construction of Dollar Tree and Auto Zone (Tremont Center)

I have prepared this report to the best of my knowledge and with my best understanding of the records of the RDA.

Shawn Warnke

Shawn Warnke, Agency's Executive Director

August 8, 2016

Date

Tremont Center Community Development Project Area Budget

Project Year		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Year	Total - 15 Years	NPV Total -15 Years	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Base Year Real Taxable Value			\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089	\$9,696,089
Base Year Personal Property Value			\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924	\$615,924
Base Year Taxable Value			\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013	\$10,312,013
Less: Demolition																							
Incremental Value by Year	\$59,433,314		\$0	\$4,080,000	\$6,439,244	\$11,461,046	\$6,969,997	\$662,448	\$5,562,341	\$3,446,057	\$7,017,302	\$1,832,393	\$5,106,611	\$2,486,749	\$760,943	\$1,811,049	\$889,609	\$807,321	\$823,671	\$0	\$0	\$0	\$0
TOTAL Incremental Value			\$0	\$4,080,000	\$10,519,244	\$21,980,290	\$28,950,287	\$29,612,736	\$35,175,077	\$38,621,134	\$43,638,437	\$47,490,830	\$52,597,441	\$53,084,190	\$55,845,135	\$57,636,184	\$58,643,793	\$59,453,314	\$60,276,986	\$60,276,986	\$60,276,986	\$60,276,986	\$60,276,986
TOTAL Assessed Value			\$9,696,089	\$13,776,089	\$20,215,333	\$31,676,379	\$38,646,376	\$39,308,825	\$44,871,166	\$48,317,223	\$55,334,526	\$57,186,919	\$62,293,530	\$64,780,279	\$65,541,224	\$67,352,273	\$68,341,882	\$69,149,403	\$69,973,075	\$69,973,075	\$69,973,075	\$69,973,075	\$69,973,075

Base Year Tax Revenues to Taxing Entities																							
Box Elder	0.002521	\$389,949	\$289,040	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58	\$25,996.58
Box Elder School District	0.008386	\$1,297,148	\$961,480	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34	\$86,476.34
Tremont	0.003087	\$477,498	\$353,934	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18	\$31,833.18
Box Elder Mosquito Abatement District	0.000207	\$32,019	\$23,793	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59	\$2,134.59
Bear River Water Conservancy District	0.000198	\$30,627	\$22,701	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78	\$2,041.78
Total	0.014399	\$2,227,240	\$1,650,888	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483	\$148,483

Contribution Amounts of Taxing Entities																							
Box Elder				75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Box Elder School District				75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Tremont				75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Box Elder Mosquito Abatement District				75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%
Bear River Water Conservancy District				75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%

Incremental Tax Revenues to Taxing Entities																							
Box Elder	0.002521	\$379,001	\$280,822	\$2,571	\$6,630	\$13,833	\$18,246	\$18,663	\$22,169	\$24,341	\$28,764	\$29,931	\$33,150	\$34,717	\$35,196	\$36,338	\$36,962	\$37,470	\$37,990	\$37,990	\$37,990	\$37,990	\$37,990
Box Elder School District	0.008386	\$1,260,730	\$867,613	\$8,354	\$22,054	\$46,082	\$60,694	\$62,083	\$73,745	\$80,969	\$95,681	\$99,565	\$110,271	\$115,484	\$117,079	\$120,876	\$122,951	\$124,644	\$126,371	\$126,371	\$126,371	\$126,371	\$126,371
Tremont	0.003087	\$464,092	\$319,380	\$3,149	\$8,118	\$16,963	\$22,342	\$22,834	\$27,146	\$29,806	\$35,221	\$36,651	\$40,592	\$42,511	\$43,098	\$44,496	\$45,260	\$45,883	\$46,519	\$46,519	\$46,519	\$46,519	\$46,519
Box Elder Mosquito Abatement District	0.000207	\$31,120	\$21,416	\$211	\$544	\$1,137	\$1,498	\$1,532	\$1,820	\$1,999	\$2,362	\$2,458	\$2,722	\$2,851	\$2,899	\$2,984	\$3,035	\$3,077	\$3,119	\$3,119	\$3,119	\$3,119	\$3,119
Bear River Water Conservancy District	0.000198	\$29,767	\$20,485	\$202	\$521	\$1,088	\$1,433	\$1,466	\$1,741	\$1,912	\$2,259	\$2,351	\$2,604	\$2,727	\$2,764	\$2,834	\$2,903	\$2,943	\$2,984	\$2,984	\$2,984	\$2,984	\$2,984
Total		\$2,164,710	\$1,489,715	\$14,687	\$37,867	\$79,124	\$104,214	\$106,598	\$126,621	\$139,026	\$164,287	\$170,955	\$189,338	\$198,289	\$201,029	\$207,348	\$211,110	\$214,017	\$216,982	\$216,982	\$216,982	\$216,982	\$216,982

Incremental Tax Revenues to Agency																							
Box Elder	0.002521	\$1,137,003	\$782,465	\$7,714	\$19,889	\$41,559	\$54,738	\$55,990	\$66,507	\$73,023	\$86,291	\$89,793	\$99,449	\$104,150	\$105,389	\$109,013	\$110,885	\$112,411	\$113,969	\$113,969	\$113,969	\$113,969	\$113,969
Box Elder School District	0.008386	\$3,782,191	\$2,602,838	\$25,661	\$66,161	\$138,245	\$182,083	\$186,249	\$221,234	\$242,908	\$287,043	\$298,694	\$330,812	\$346,452	\$351,238	\$362,629	\$368,833	\$373,932	\$379,112	\$379,112	\$379,112	\$379,112	\$379,112
Tremont	0.003087	\$1,392,276	\$938,140	\$9,446	\$24,335	\$50,890	\$67,027	\$68,561	\$81,439	\$89,418	\$105,664	\$109,953	\$121,776	\$127,534	\$129,295	\$133,488	\$135,780	\$137,649	\$139,556	\$139,556	\$139,556	\$139,556	\$139,556
Box Elder Mosquito Abatement District	0.000207	\$93,360	\$64,248	\$633	\$1,633	\$3,412	\$4,495	\$4,597	\$5,461	\$5,996	\$7,085	\$7,373	\$8,166	\$8,552	\$8,670	\$8,951	\$9,105	\$9,230	\$9,358	\$9,358	\$9,358	\$9,358	\$9,358
Bear River Water Conservancy District	0.000198	\$89,300	\$61,455	\$606	\$1,562	\$3,264	\$4,299	\$4,397	\$5,223	\$5,735	\$6,777	\$7,052	\$7,811	\$8,180	\$8,293	\$8,562	\$8,709	\$8,829	\$8,951	\$8,951	\$8,951	\$8,951	\$8,951
Total		\$6,494,130	\$4,469,146	\$44,061	\$113,600	\$237,371	\$312,641	\$319,795	\$379,864	\$417,079	\$492,861	\$512,865	\$568,013	\$594,868	\$603,086	\$622,644	\$633,331	\$642,051	\$650,946	\$650,946	\$650,946	\$650,946	\$650,946

AGENCY BUDGET																							
Revenues																							
Incremental Tax Revenues to Agency																							
Box Elder		\$1,137,003	\$782,465	\$7,714	\$19,889	\$41,559	\$54,738	\$55,990	\$66,507	\$73,023	\$86,291	\$89,793	\$99,449	\$104,150	\$105,389	\$109,013	\$110,885	\$112,411	\$113,969	\$113,969	\$113,969	\$113,969	\$113,969
Box Elder School District		\$3,782,191	\$2,602,838	\$25,661	\$66,161	\$138,245	\$182,083	\$186,249	\$221,234	\$242,908	\$287,043	\$298,694	\$330,812	\$346,452	\$351,238	\$362,629	\$368,833	\$373,932	\$379,112	\$379,112	\$379,112	\$379,112	\$379,112
Tremont		\$1,392,276	\$938,140	\$9,446	\$24,335	\$50,890	\$67,027	\$68,561	\$81,439	\$89,418	\$105,664	\$109,953	\$121,776	\$127,534	\$129,295	\$133,488	\$135,780	\$137,649	\$139,556	\$139,556	\$139,556	\$139,556	\$139,556
Box Elder Mosquito Abatement District		\$93,360	\$64,248	\$633	\$1,633	\$3,412	\$4,495	\$4,597	\$5,461	\$5,996	\$7,085	\$7,373	\$8,166	\$8,552	\$8,670	\$8,951	\$9,105	\$9,230	\$9,358	\$9,358	\$9,358	\$9,358	\$9,358
Bear River Water Conservancy District		\$89,300	\$61,455	\$606	\$1,562	\$3,264	\$4,299	\$4,397	\$5,223	\$5,735	\$6,777	\$7,052	\$7,811	\$8,180	\$8,293	\$8,562	\$8,709	\$8,829	\$8,951	\$8,951	\$8,951	\$8,951	\$8,951
Total		\$6,494,130	\$4,469,146	\$44,061	\$113,600	\$237,371	\$312,641	\$319,795	\$379,864	\$417,079	\$492,861	\$512,865	\$568,013	\$594,868	\$603,086	\$622,644	\$633,331	\$642,051	\$650,946	\$650,946	\$650,946	\$650,946	\$650,946

Expenditures																							
Administrative Percent																							

Tremonton City Agency Report West Liberty Foods EDA Project Area 2015 Tax Increment Year

In accordance with Utah Code 17C-1-603, the Tremonton City Redevelopment Agency (RDA) has prepared this report for informational purposes for the West Liberty Foods EDA. This report does not alter the amount of tax increment that the Agency is entitled to collect (as per UCA 17C-1-603 (3) (b)).

Section 1 – Assessment of Change in Marginal Value

1.1 Base Taxable Value. According to the Box Elder County RDA 700 Report in 2008, the first year that the Agency received tax increment, the Base Taxable Value was \$417,300.

1.2 Prior Year's Assessed Value. The Prior Year Assessed Value shown on the Box Elder County Auditor RDA 700 Report is \$103,744,844.

1.3 Estimated Current Assessed Value. The Current Year Assessed Value (Marginal Value) shown on the Box Elder County Auditor RDA 700 Report is \$96,163,452.

1.4 Narrative Description of Relative Growth in Assessed Value. As noted, there has been a decline in assessed value, which is attributed to the depreciation in personal property as shown in the table below:

	<u>Prior Year Assessed Value</u>	<u>Current Year Assessed Value</u>
Real Property	\$44,488,082	\$49,818,713
Personal Property	\$59,039,694	\$46,093,609
Centrally Assessed	<u>\$217,068</u>	<u>\$251,130</u>
Totals	\$103,744,844	\$96,163,452

Section 2 – Amount of Project Area Funds Received by Agency

2.1 Comparison of the Actual Project Area Funds Received for the Previous Year to the Amount of Project Area Funds Forecasted when the Project Area was Created. Unfortunately, this information is not available.

2.2 Agency's Historical Receipts of Project Area Funds, including the Tax Year for which the Agency first Received Project Area Funds from the Project Area. Below is a table that shows the current historical receipts of the project area funds received by the Agency:

Tax Increment Year	Historical Receipts
2008	\$903,627
2009	\$1,361,712
2010	\$1,155,511
2011	\$1,271,503
2012	\$1,322,790

2013	\$1,393,800
2014	\$1,447,121
2015	<u>\$1,459,612</u>
Total	\$10,315,676

2.3 List of each taxing entity that levies or imposes a tax within the project area and a description of the benefits that each taxing entity receives from the project area. The Taxing Entities that impose tax within the Project Area include:

- Box Elder County
- Box Elder County School District
- Tremonton City
- Box Elder Mosquito Abatement District
- Bear River Water Conservancy District

The Taxing Entities are not receiving any increase in tax revenue during the Project Area Fund Collection Period. That said, Taxing Entities are created to provide service or benefit to their associated tax payer and as such, this project area is to provide the following benefits to taxing entities' tax payers: job creation; diverse job market; funds for affordable housing; etc. A more direct benefit to the Taxing Entities will be realized once the Project Area Fund Collection Period has ended and each Taxing Entity receives an increase in assessed value and associated property tax increase.

2.4 The amount paid to other taxing entities under Section 17C-1-410, if applicable. Not applicable as currently there are no funds paid to the Taxing Entities from this Project Area.

Section 3 – Description of Current and Anticipated project area development

3.1 Narrative of any significant project area development, including infrastructure development, site development, participation agreements, or vertical construction. Below are the active projects within, or associated with, West Liberty Foods EDA.

West Liberty Foods. West Liberty Foods constructed a slicing/packaging facility on Lot 1 & 3 (23.5 Acres) of the West Liberty Foods Subdivision. The RDA entered into a Tax Increment Reimbursement Agreement with West Liberty Foods to reimburse for improvements made. So far the total amount reimbursed to West Liberty Foods is as follows:

Tax Increment Year	Reimbursed Amount
2008	\$603,985
2009	\$969,540
2010	\$818,506
2011	\$893,035
2012	\$931,620
2013	\$993,781
2014	\$1,031,309
2015	\$1,071,205
2016	To be determined
2017	To be determined

Millard Refrigeration. Millard Refrigeration constructed a refrigerated warehouse and distribution facility on Lot 2 (4.8 Acres) of the West Liberty Foods Subdivision, which is connected by a series of conveyor tunnels to the West Liberty Foods' facility. The RDA entered into a Tax Increment Reimbursement Agreement with Millard Refrigeration to reimburse for improvements made. So far the total amount reimbursed to Millard Refrigeration is as follows:

Tax Increment Year	Reimbursed Amount
2008	\$118,917
2009	\$119,830
2010	\$106,103
2011	\$124,168
2012	\$126,612
2013	\$121,259
2014	\$126,268
2015	\$96,485
2016	To be determined
2017	To be determined

Housing. Title 17C of Utah Code requires the allocation of twenty (20) percent of tax increment generated from the proposed project area to be dedicated to the creation and preservation of low to moderate income housing. The RDA targets one hundred (100) percent of the housing investment within the incorporated limits of Tremonton City but outside of the West Liberty Foods Project Area as there is no housing included within the project area.

In 2011, the RDA adopted Resolution No. RDA 11-05a, which authorizes the use of the funds generated from West Liberty Housing Project Area for any permissible use authorized by Utah Code Annotated 17C-1-412. The RDA caused a copy of the new housing plan to be sent, as required by UCA 17C-3-203(2), to the Taxing Entity Committee and the Loan Fund Board.

Primarily, RDA contracts with the Bear River Association of Governments, which administers the Bear River Regional Housing Authority, to manage the expenditure of housing funds. However, from time to time, the RDA may identify projects that are in compliance with UCA 17C-1-412 in which the Redevelopment Agency will undertake. So far the total amount invested in housing is as follows:

Tax Increment Year	Amount Invested in Housing
2008	\$180,725
2009	\$272,342
2010	\$230,902
2011	\$254,300
2012	\$264,558
2013	\$278,760
2014	\$289,544
2015	\$291,922
2016	To be determined
2017	To be determined

A portion of the aforementioned amounts have been invested in housing in the following ways:

- Slurry seal of parking lots of moderate income housing complexes
- Improvements to correct drainage problems associated with a moderate income housing complex
- Completion of the 2013 Moderate Income Housing Plan
- Replacement of Orangeburg sewer lateral from the property line to the home of moderate income families
- Phase 1 of the Northern Utah Neighborhood Improvement Program, sponsored by Tremonton City Corporation in conjunction with Box Elder County, Federal Home Loan Bank of Seattle, and Neighborhood Nonprofit Housing Corporation of Logan, which helped income qualified homeowners make improvements to the exterior of their homes.
- Phase 2 of the Northern Utah Neighborhood Improvement Program, sponsored by Tremonton City Corporation in conjunction with Box Elder County, Federal Home Loan Bank of Seattle, and Neighborhood Nonprofit Housing Corporation of Logan, which helped income qualified homeowners make improvements to the exterior of their homes.

3.2 Other Details of Development Within the Project Area, including Total Developed Acreage and Total Undeveloped Acreage. The Project Area is comprised of 3 lots with West Liberty Foods Lots 1 and 3 comprising 23.5 acres and Millard Refrigerated Services, Inc owning lot 2 consisting of 4.8 acres. As shown in the image below, most of the project area has been developed. There may be possibilities for expansions of the existing facilities to the west, but there has been no indication that West Liberty Foods or Millard Refrigerated Services, Inc is going to increase the footprint of their facilities.



Section 4 – Project Area Budget or Other Project Area Funds Analysis

4.1. Project Area Funds Collection Period. The Agency's obligation to reimburse West Liberty Foods and Millard Refrigeration under current agreements is limited to ten years after the first reimbursement disbursement (ten consecutive annual payments) to the aforementioned Developers. As such, the Project Area should end with the receipt of the 2017 tax increment, which is received by the Agency in the spring of 2018.

4.2 Number of Years Remaining in Each Project Area Funds Collection Period. The Project Area should end with the receipt of the 2017 tax increment, which is received by the Agency in the spring of 2018.

4.3 Total Amount of Project Area Funds the Agency is Authorized to Receive from the Project Area Cumulatively and From Each Taxing Entity. Not applicable as there is no Cumulative Cap on tax increment associated with this Project Area.

4.4 Remaining Amount of Project Area Funds the Agency is Authorized to Receive From the Project Area Cumulatively and From Each Taxing Entity. Not applicable as there is no Cumulative Cap on tax increment from each Taxing Entity associated with this Project Area.

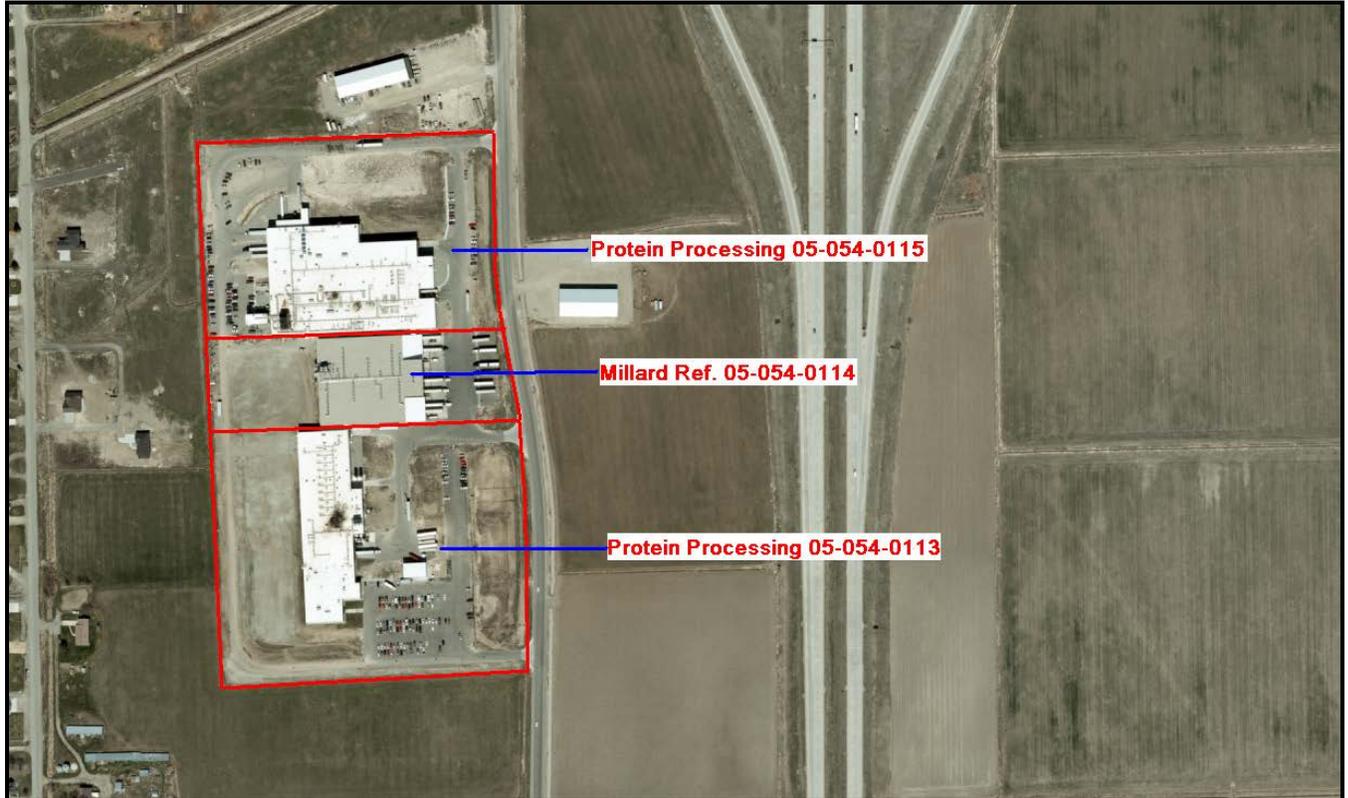
Section 5 – Current Year Estimated Amount of Project Area Funds Agency is authorized to Receive

5.1 Current Calendar Year – Estimated Amount of Project Area Funds that Agency is Authorized to Receive. The Agency received 2015 tax increment in the amount of \$1,459,614 in the spring of 2016. The RDA is not anticipating receiving any additional tax increment prior to the end of December 31, 2016.

Section 6 – Next Year Estimated Amount of Project Area Funds Agency is authorized to Receive

6.1 Next Calendar Year – Estimated Amount of Project Area Funds that Agency is Authorized to Receive. The Agency estimates the tax increment received by the Agency during the calendar year beginning January 1, 2017 (which would be 2016 tax increment) to be less than \$1,459,614 due to the depreciation of personal property. The Agency is unaware of any discussed or actual significant activity within the West Liberty Foods EDA that would otherwise increase taxable value.

Section 7 – Map of Project Area



Section 8 – Other Relevant Information

The last report received by the Agency shows West Liberty Foods is reporting that there have been 515 jobs created and that the average wage of the majority of these jobs is paying \$31,334 per year with health and retirement benefits available to all employees after 90 days. The average pay does not include corporate positions, with offices in Tremonton, or the upper management salaries.

I have prepared this report to the best of my knowledge and with my best understanding of the records of the RDA.

Shawn Warnke
Shawn Warnke, Agency's Executive Director

August 8, 2016
Date