

**Tremonton City Corporation
Redevelopment Agency Meeting
May 16, 2023
6:00 PM
102 South Tremont Street
Tremonton, Utah**

AGENDA

1. Approval of agenda
2. Approval of minutes – May 2, 2023
3. Presentation:
 - a. Presentation on the completion of the Northern Utah Neighborhood Improvement Project (NUNIP) Grant, Phase 5 - David Schuster, Neighborhood Nonprofit Housing Corporation
4. New Business:
 - a. Discussion and consideration of adopting Resolution No. RDA 23-06 committing funds to the Northern Utah Neighborhood Improvement Program (NUNIP) Grant, Phase 6, facilitated by Neighborhood Nonprofit Housing Corporation
 - b. Discussion and consideration of adopting Resolution No. RDA 23-07 approving a professional artist services agreement between Derek No-Sun Brown and the Tremonton City Redevelopment Agency to paint a wall mural of “Chief Sagwitch” to be located at 110 E. Main Street Tremonton, Utah
 - c. Discussion and consideration of approving Resolution No. RDA 23-08 adopting the Tremonton City Agency Report for the Tremont Center Community Development Project Area for the 2022 Tax Increment Year
5. Adjournment

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

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, City Recorder, no later than 48 hours before the meeting to make arrangements.

Notice was posted May 12, 2023 a date not less than 24 hours prior to the date and time of the meeting and remained so posted until after the said meeting. A copy of the agenda was delivered to the Leader (Newspaper) on May 12, 2023.

Linsey Nessen, City Recorder

TREMONTON CITY
RDA MEETING
MAY 16, 2023

TITLE:	Discussion and consideration of approving Resolution No. RDA 23-06 committing funds to the Northern Utah Neighborhood Improvement Project (NUNIP), Phase 6, facilitated by Neighborhood Nonprofit Housing Corporation
FISCAL IMPACT:	The Tremonton City RDA contributes \$50,000 of housing funds generated by the West Liberty Foods EDA Project Area to match the grant funds from FHLB Des Moines for the Northern Utah Neighborhood Improvement Project (NUNIP), Phase 6.
PRESENTER:	Dave Schuster, Neighborhood Nonprofit Housing Corporation

Prepared By:

Shawn Warnke
Executive Director

Who and What: In the past, Neighborhood Nonprofit Housing Corporation, out of Logan, Utah, implemented a program referred to as the Northern Utah Neighborhood Improvement Project (NUNIP) that makes home improvements to houses that are owned by low to moderate-income individuals in Logan, Brigham, and Tremonton. So far, the NUNIP has improved 70 homes of individuals and families that are low to moderate-income in Tremonton.

Why: Neighborhood Nonprofit Housing Corporation submitted a grant application to the Federal Home Loan Bank of Des Moines on behalf of the Tremonton City RDA for funding the Northern Utah Neighborhood Improvement Project (NUNIP), Phase 6, and received \$483,560 for the program. As part of the FHLB Des Moines grant approval, Neighborhood Nonprofit Housing Corporation is requesting from Tremonton City RDA approval for \$50,000 (\$5,000/home) to increase the amount of money available for the NUNIP, Phase 6. Each Tremonton home selected in the NUNIP, Phase 5, will receive up to \$15,000, which can be used for various rehabilitation projects such as new roofs, windows, or siding. Neighborhood Nonprofit Housing Corporation is responsible for all financial and administrative responsibilities associated with the grant and NUNIP in Tremonton City.

RESOLUTION NO. RDA 23-06

A RESOLUTION OF THE TREMONTON REDEVELOPMENT AGENCY COMMITTING FUNDS TO THE NORTHERN UTAH NEIGHBORHOOD IMPROVEMENT PROGRAM GRANT, PHASE 6, FACILITATED BY NEIGHBORHOOD NONPROFIT HOUSING CORPORATION

WHEREAS, in the past, Neighborhood Nonprofit Housing Corporation implemented a program referred to as the Northern Utah Neighborhood Improvement Project (NUNIP) that makes home improvements to houses that are owned by low to moderate-income individuals in northern Utah; and

WHEREAS, previous phases of the NUNIP facilitated in Tremonton City by Neighborhood Nonprofit Housing Corporation improved or will improve approximately 70 homes of individuals and families that are low to moderate-income; and

WHEREAS, the Tremonton City RDA has deemed this program a success and has appreciated the partnership with Neighborhood Nonprofit Housing Corporation and other partners for facilitating the NUNIP in Tremonton City; and

WHEREAS, the Tremonton City RDA desires to see the ongoing improvements of homes owned by low to moderate-income homeowners; and

WHEREAS, the Neighborhood Nonprofit Housing Corporation submitted a grant application to the Federal Home Loan Bank of Des Moines (FHLB Des Moines) on behalf of the Tremonton City RDA, Brigham City RDA, and Logan City RDA to assist with funding the Northern Utah Neighborhood Improvement Project (NUNIP), Phase 6; and

WHEREAS, there were 122 applications submitted to FHLB Des Moines requesting \$62 million submitted, with 42 of those being approved for \$25,644,268. NUNIP was notified on May 11, 2023, that it had been awarded funds, being the only one awarded funds in Utah; and

WHEREAS, the FHLB Des Moines approved Neighborhood Nonprofit Housing Corporation submitted a grant application for NUNIP, Phase 6 for \$483,560; and

WHEREAS, as part of the FHLB Des Moines grant approval, Neighborhood Nonprofit Housing Corporation is requesting from Tremonton City RDA approval for \$50,000 (\$5,000/home) to increase the amount of money available for the NUNIP, Phase 6; and

WHEREAS, each home selected in the NUNIP, Phase 6 will receive up to \$15,000, which can be used for various rehabilitation projects such as new roof, windows, or siding; and

WHEREAS, similar to past phases of the NUNIP, trust deeds will be recorded with a mandated 5-year complete forgiveness of Tremonton City contribution. Otherwise, the low to moderate-income families that sell their homes before five years will be required to pay back a

prorated portion of the NUNIP funds invested into their homes. All FHLB Des Moines funds are a grant without need for a trust deed; and

WHEREAS, Utah Code 17C-1-411 (1) (b) (ii) allows for the Tremonton City RDA to increase, improve, or preserve the affordable housing supply within the boundary of the agency; and

WHEREAS, in the past, the Tremonton City's RDA, through the adoption of RDA Resolution No. RDA 13-04, 16-01, 17-01, 20-01, and 22-01 committed housing funds generated by the West Liberty Foods EDA Project Area towards the previously implemented phases of the NUNIP.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City RDA contributes \$50,000 of housing funds generated by the West Liberty Foods EDA Project Area to match the grant funds from FHLB Des Moines for the Northern Utah Neighborhood Improvement Project (NUNIP), Phase 6.

FURTHER, BE IT RESOLVED that the Tremonton City RDA's contribution of \$50,000 is subject to Neighborhood Nonprofit Housing Corporation being responsible for all financial and administrative responsibilities associated with the grant. The Tremonton City RDA authorizes the RDA staff and Neighborhood Nonprofit Housing Corporation staff to finalize administrative details pertaining to the NUNIP, Phase 6.

LASTLY, BE IT RESOLVED that the Tremonton City RDA contribution of \$50,000 is subject to Neighborhood Nonprofit Housing Corporation preparing and delivering to the Tremonton City RDA a report showing the funded projects at the completion of NUNIP, Phase 6.

Adopted and passed by the Tremonton City RDA on May 16, 2023.

TREMONTON REDEVELOPMENT
AGENCY

Lyle Holmgren, Chairman

ATTEST:

Linsey Nessen, Executive Secretary

**TREMONTON CITY
RDA MEETING
MAY 16, 2023**

TITLE:	Discussion and consideration of adopting Resolution No. RDA 23-07 approving a professional artist services agreement between Derek No-Sun Brown and the Tremonton City Redevelopment Agency to paint a wall mural of “Chief Sagwitch” to be located at 110 E. Main Street Tremonton, Utah
FISCAL IMPACT:	The compensation of \$20,000 paid to the Contractor for Services Rendered shall be an all-inclusive amount, with no additional payments made to the Contractor for supplies, materials, equipment, travel expenses, insurance, and the like.
PRESENTER:	Marc Christensen, RDA Assistant Executive Director

Who, What, Why: The Arts Council is recommending that the Tremonton City RDA engage Derek No-Sun Brown to paint a wall mural to honor Chief Sagwitch Timbimboo (1822 – March 20, 1887), a nineteenth-century chieftain of a band of Northwestern Shoshone. The wall mural is to be painted on the south side of the Johnny Krey service station located at 110 East Main Street, Tremonton, UT as shown below. The wall mural will cover the entire surface of the wall and be approximately 14 feet high by 42 feet in length.

The mural is to be completed by August 30, 2023. Excepting reasons beyond the control of the Derek No-Sun Brown, if he fails to complete the mural by October 30, 2023, then he will take a \$3,000 reduction in the total compensation paid for not completing the mural within the contracted timeframe.





The sketch portrays chief Sagwich smiling, his facial features taken directly from his photograph, and his wife leading the horse of another young maiden. The female figure portraying his wife is leading and appears strong and beautiful holding a bald eagle eagle tail fan.

The Left side represents another realm, possibly a beautiful afterlife filled with the warm colors of sunrise or sunset filled with the smiling and laughing faces of loved ones forever locked in a state of peace and beauty. In front of the tipi are Chief bear hunter, wife, and child on horse.

The right side represents our contemporary world and our future. Bright blue sky and a few fluffy cumulus clouds and a group of people mix of native and non native looking out over what once was a place of tragedy now a source of inspiration and love.

The middle and foreground tells another story with the flight of the glowing orange butterfly and numerous fragrant flowers. The butterfly is moving across from left to right bridging the transition between all the realms into our current reality with the children chasing the butterfly happily. The butterfly is telling the last story of our future and our human need to nurture, to love, & protect our family and also to take advantage of our limited time here on earth.

Attachments: Draft Resolution and Report

RESOLUTION NO. RDA 23-07

APPROVING A PROFESSIONAL ARTIST SERVICES AGREEMENT BETWEEN DEREK NO-SUN BROWN AND THE TREMONTON CITY REDEVELOPMENT AGENCY TO PAINT A WALL MURAL OF “CHIEF SAGWITCH” TO BE LOCATED AT 110 E. MAIN STREET TREMONTON, UTAH

WHEREAS, wall murals have adorned Tremonton’s streetscape since the 1970s; and

WHEREAS, since the 1970s, Tremonton City has amassed a collection of public art, and this collection of murals has won 2016, 2017, 2018, 2019, 2020, 2022, and 2023 Best of State Awards for public art; and

WHEREAS, one of the objectives of the Tremonton City Public Art Program is to celebrate or honor historical images and noteworthy individuals that are a part of Tremonton City, Bear River Valley, or Box Elder County’s storied past; and

WHEREAS, Tremonton City RDA wishes to honor Chief Sagwitch Timbimboo (1822 – March 20, 1887), which translates to “Speaker” and “One Who Writes on Rocks,” being a nineteenth-century chieftain of a band of Northwestern Shoshone; and

WHEREAS, the following narrative describes some of the life events and history of Chief Sagwitch as recorded on The Church of Jesus Christ of Latter-day Saints website (<https://www.churchofjesuschrist.org/study/history/topics/sagwitch?lang=eng>); and

WHEREAS, Chief Sagwitch and other Shoshone leaders met with Brigham Young in the Great Salt Lake Valley just eight days after The Church of Jesus Christ of Latter-day Saints (hereafter referred to as the “Church”) arrived in 1847, starting a positive and enduring relationship; and

WHEREAS, the Church’s settlement of Cache Valley began in 1856, which introduced tensions as both Shoshone and the new European American settlers competed for subsistence on many of the same scarce resources; and

WHEREAS, as chieftain and orator for his people, Sagwitch brokered peaceful arrangements with the Church, and the two groups enjoyed an amicable, though sometimes strained, relationship; and

WHEREAS, some did not share Chief Sagwitch’s commitment to peaceful coexistence, and skirmishes erupted across the region; and

WHEREAS, the United States Army Colonel Patrick Edward Connor, stationed at Camp Douglas on the east side of Salt Lake City, decided to make a preemptive strike on the Shoshone winter encampment near current-day Preston, Idaho, to curtail ongoing raiding and violence; and

WHEREAS, on January 29, 1863, Colonel Patrick Edward Connor dispatched a regiment to engage the Shoshone in battle; and

WHEREAS, the ambush, known at the time as the Battle of Bear River, came to be known as the Bear River Massacre, became one of the deadliest atrocities in the history of the Western United States; this attack on Chief Sagwitch's community by United States Army troops left around 400 Shoshone adults, children, and infants dead; and

WHEREAS, Chief Sagwitch was injured but survived the massacre, along with three of his sons and a daughter; and

WHEREAS, a decade later, in 1873, Chief Sagwitch sought The Church of Jesus Christ of Latter-day Saint's affiliation, and missionary George Washington Hill taught and baptized 101 of his Shoshone band; and

WHEREAS, three days later, Chief Sagwitch traveled to Salt Lake City, met with Church leaders, and was ordained an elder; and

WHEREAS, the Church assisted Chief Sagwitch in relocating his community to different farmland under a new amendment to the United States Homestead Act; and

WHEREAS, eventually, Chief Sagwitch and other the Church established the town of Washakie, Utah, making them among the first Indians to own land under the amendment; and

WHEREAS, when Chief Sagwitch learned of plans to build the Logan Utah Temple in nearby Cache Valley, he endorsed the effort and led Shoshone work groups to the site; and

WHEREAS, Derek No-Sun Brown possesses highly specialized skills and talents associated with his ability to create works of art; and

WHEREAS, the Tremonton City RDA and Derek No-Sun Brown are desirous of entering into a professional services agreement, wherein Derek No-Sun Brown will provide the Tremonton City RDA professional artist services to paint the "Chief Sagwitch" mural.

NOW, THEREFORE, BE IT RESOLVED that the Tremonton City Redevelopment Agency approves a professional artist services agreement between Derek No-Sun Brown and Tremonton City RDA to paint a wall mural of the "Chief Sagwitch" to be located at 110 E. Main Street Tremonton, UT as contained in Exhibit "A."

Adopted and passed by the Tremonton City Redevelopment Agency Board of Directors this 16th May 2023.

TREMONTON CITY

Lyle Holmgren, Chairperson

ATTEST:

Linsey Nessen, Secretary

EXHIBIT “A”

PROFESSIONAL ARTIST SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the “Agreement”) for professional 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 Derek No-Sun Brown (hereinafter referred to as “Contractor”), individually or jointly the RDA and Contractor shall be referred to as “Party” or “Parties.”

RECITALS

WHEREAS, wall murals have adorned Tremonton’s streetscape since the 1970s; and

WHEREAS, since the 1970s, Tremonton City has amassed a collection of public art, and this collection of murals has won 2016, 2017, 2018, 2019, 2020, and 2022 Best of State Awards for public art; and

WHEREAS, one of the objectives of the Tremonton City Public Art Program is to celebrate or honor historical images and noteworthy individuals that are a part of Tremonton City, Bear River Valley, or Box Elder County’s storied past; and

WHEREAS, Tremonton City RDA wishes to honor Chief Sagwitch Timbimboo (1822 – March 20, 1887), which translates to “Speaker” and “One Who Writes on Rocks,” being a nineteenth-century chieftain of a band of Northwestern Shoshone; and

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WHEREAS, Chief Sagwitch and other Shoshone leaders met with Brigham Young in the Great Salt Lake Valley just eight days after The Church of Jesus Christ of Latter-day Saints (hereafter referred to as the “Church”) arrived in 1847, starting a positive and enduring relationship; and

WHEREAS, the Church’s settlement of Cache Valley began in 1856, which introduced tensions as both Shoshone and the new European American settlers competed for subsistence on many of the same scarce resources; and

WHEREAS, as chieftain and orator for his people, Sagwitch brokered peaceful arrangements with the Church, and the two groups enjoyed an amicable, though sometimes strained, relationship; and

WHEREAS, some did not share Chief Sagwitch’s commitment to peaceful coexistence, and skirmishes erupted across the region; and

WHEREAS, the United States Army Colonel Patrick Edward Connor, stationed at Camp Douglas on the east side of Salt Lake City, decided to make a preemptive strike on the Shoshone winter encampment near current-day Preston, Idaho, to curtail ongoing raiding and violence; and

WHEREAS, on January 29, 1863, Colonel Patrick Edward Connor dispatched a regiment to engage the Shoshone in battle; and

WHEREAS, the ambush, known at the time as the Battle of Bear River, came to be known as the Bear River Massacre, became one of the deadliest atrocities in the history of the Western United States; this attack on Chief Sagwitch's community by United States Army troops left around 400 Shoshone adults, children, and infants dead; and

WHEREAS, Chief Sagwitch was injured but survived the massacre, along with three of his sons and a daughter; and

WHEREAS, a decade later, in 1873, Chief Sagwitch sought The Church of Jesus Christ of Latter-day Saint's affiliation, and missionary George Washington Hill taught and baptized 101 of his Shoshone band; and

WHEREAS, three days later, Chief Sagwitch traveled to Salt Lake City, met with Church leaders, and was ordained an elder; and

WHEREAS, the Church assisted Chief Sagwitch in relocating his community to different farmland under a new amendment to the United States Homestead Act; and

WHEREAS, eventually, Chief Sagwitch and other the Church established the town of Washakie, Utah, making them among the first Indians to own land under the amendment; and

WHEREAS, when Chief Sagwitch learned of plans to build the Logan Utah Temple in nearby Cache Valley, he endorsed the effort and led Shoshone work groups to the site; and

WHEREAS, Derek No-Sun Brown possesses highly specialized skills and talents associated with his ability to create works of art; and

WHEREAS, the Tremonton City RDA and Derek No-Sun Brown are desirous of entering into a professional services agreement, wherein Derek No-Sun Brown will provide the Tremonton City RDA professional artist services to paint the "Chief Sagwitch" mural.

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

1. Services Rendered. The Contractor agrees to provide artist services by painting, in a professional manner in color tones, the image, in similar form and content, as contained in Exhibit "A" on the wall identified in Exhibit "B" located at 110 East Main Street Tremonton, UT. The wall mural shall cover the entire surface of the wall and be approximately 14 feet high by 42 feet in length. At the completion of the painting of the mural, the Contractor agrees to treat the wall

mural with an ultraviolet light and graffiti-resistant clear coat. The description in this paragraph, being Section 1, shall hereinafter constitute and be referred to as Services Rendered.

2. *Term of Agreement.* The Agreement shall commence on the date that this Agreement is signed by the last of the Parties and shall terminate upon completion and acceptance of the mural. The RDA may terminate this Agreement at any time, with or without cause, by providing written notice to the Contractor of the termination. If the RDA terminates this Agreement, 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 the Contractor within fifteen (15) days of receiving an invoice from the Contractor for services completed before the RDA terminated the Agreement.

If this Agreement is terminated by the RDA and the Contractor has not incurred expenses for the entire advanced payment for Services Rendered, the Contractor shall return to the RDA a difference between their itemized reasonable expenses and the advanced payment, such repayment to the RDA shall occur within fifteen (15) days from the 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 Executive Director's decision regarding the 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, mail or email:

Derek No-Sun Brown
209 Los Alamos Highway, Suite A
Espanola, NM 87532
nosun@warmedicineempire.com

Shawn Warnke, Executive Director
Tremonton City RDA
102 South Tremont Street
Tremonton, Utah 84337
swarnke@tremontoncity.com

4. *Compensation/Independent Contractor.* The Contractor shall be compensated \$20,000 for Services Rendered, as described in this Agreement and the Exhibits of this Agreement, with an advanced payment of half of the funds being \$10,000 payable after the RDA gives the Contractor the written notice to proceed as described in Section 5, and not before one (1) month of the start of mural. The remaining balance of \$10,000 shall be paid to the Contractor upon completion of the mural as determined by the Executive Director and within fifteen (15) days of receiving an invoice from the Contractor. The compensation of \$20,000 paid to the Contractor for Services Rendered shall be an all-inclusive amount, with no additional payments made to the Contractor for supplies, materials, equipment, travel expenses, insurance, and the like.

The Contractor is an independent contractor and shall not be eligible for employee benefits from the RDA or Tremonton City. Furthermore, the 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.

5. Completion Timeframe. The Parties acknowledge that time is of the essence and agree to work in good faith to fulfill any obligation herein required. The RDA shall provide the Contractor a notice to proceed, which shall occur not later than June 1, 2023, barring unforeseen events beyond the RDA's control. Upon receiving a written notice to proceed, the Contractor shall work in good faith with the Tremonton Arts Council and Tremonton City Staff to finalize the mural concept and design, set a time frame with city staff, and complete the mural. Mural completion and Services Rendered shall be completed by August 30, 2023. Excepting reasons beyond the control of the Contractor, if the Contractor fails to complete the mural by October 30, 2023, the Contractor shall take a \$3,000 reduction in the total compensation paid to the Contractor for not completing the mural and Services Rendered within the contracted timeframe.

6. Indemnity. The Contractor agrees to indemnify and hold harmless Tremonton City and the Tremonton City RDA from all liability arising from any Services Rendered provided by the Contractor and/or its agents, criminal wrongdoing on the part of the Contractor and/or its agents, negligent acts by the Contractor and/or its agents, intentional acts by the Contractor and/or its agents, including any copyright, patent and/or trademark infringement.

7. Certification of no Copyright Infringement. The Contractor agrees that all Services Rendered performed under this Agreement shall comply with all applicable patent, trademark, and copyright laws, rules, regulations, and codes of the United States. The Contractor further agrees that the mural and Services Rendered will not utilize any protected patent, trademark, or copyright unless the Contractor has obtained proper permission and all releases and other necessary documentation. The Contractor agrees to release, indemnify and hold harmless Tremonton City and RDA, its officers, and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions, or proceedings of any kind resulting from the performance of Services Rendered under this Agreement which infringes upon any patent, trademark or copyright that is protected by law.

8. Entire Agreement. This Agreement sets forth the entire understanding 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. The Parties acknowledge 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.

9. 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.

10. *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, and Box Elder County shall have jurisdiction and be the proper venue for any suit arising here from.

11. *Modification.* The Agreement shall not be modified in any manner except in writing, signed by each of the Parties.

12. *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.

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

14. *Severability.* If 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.

15. *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.

16. *Survival of Terms.* Any term in the Agreement intended by its nature to survive the execution date of the Agreement shall so survive.

17. *Destruction of Mural or Services Rendered.* Parties hereto agree that the mural and Services Rendered shall be installed on the façade of a building. After installation of the mural, the mural may be subjected to destruction, distortion, mutilation, or other modification by reason of its removal. The Parties further agree that Tremonton City and RDA may, at any time and in its sole discretion, remove the mural with or without prior notice to the Contractor.

18. *Copyright; Right of Use.* If for any reason, the installation of the mural or Services Rendered is not implemented, all rights to the proposed artwork as contained in Exhibit "A" shall be retained by the Contractor.

Upon the completion of the mural and upon the Contractor receiving the payments as described in Section 4, the Contractor hereby grants to the Tremonton City RDA and Tremonton City Corporation the copyright and all other rights in and to any mural, artwork(s), or Services Rendered created under this Agreement. Tremonton City and RDA intend to use its copyright for the following purposes, which may include but are not limited to the following:

- (i). To use the mural or reproductions of the mural or mural image for publicity and/or fundraising purposes and to license souvenirs of the said mural.
- (ii). To allow members of the public to photograph or video the mural.

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

Tremonton City and RDA authorize the Contractor to reproduce the mural or its design without the prior written consent of the Tremonton RDA and Tremonton City. Further, Tremonton City and RDA authorize the Contractor to use the mural or reproductions of the mural or mural image for publicity and/or fundraising purposes and to license souvenirs of the said mural.

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

TREMONTON CITY RDA,

Lyle Holmgren, Chairperson (Date)

Attest:

Linsey Nessen, Secretary (Date)

CONTRACTOR

Derek No-Sun Brown (Date)

Exhibit A



The sketch portrays chief Sagwich smiling, his facial features taken directly from his photograph, and his wife leading the horse of another young maiden. The female figure portraying his wife is leading and appears strong and beautiful holding a bald eagle eagle tail fan.

The Left side represents another realm, possibly a beautiful afterlife filled with the warm colors of sunrise or sunset filled with the smiling and laughing faces of loved ones forever locked in a state of peace and beauty. In front of the tipi are Chief bear hunter, wife, and child on horse.

The right side represents our contemporary world and our future. Bright blue sky and a few fluffy cumulus clouds and a group of people mix of native and non native looking out over what once was a place of tragedy now a source of inspiration and love.

The middle and foreground tells another story with the flight of the glowing orange butterfly and numerous fragrant flowers. The butterfly is moving across from left to right bridging the transition between all the realms into our current reality with the children chasing the butterfly happily. The butterfly is telling the last story of our future and our human need to nurture, to love, & protect our family and also to take advantage of our limited time here on earth.

Exhibit B

Parcel Number 05-063-0009

Legal LOTS 01, 02 & 03, BLK 12, PLAT A, TCS.

ALSO: BEG AT NE CORNER OF LOT 03, BLK 12, PLAT A, TCS. THENCE SOUTH 75 FT; WEST 1.5 FT; NORTH 75 FT; EAST 1.5 FT TO BEG.



TREMONTON CITY
RDA MEETING
MAY 16, 2023

TITLE:	Discussion and consideration of approving Resolution No. RDA 23-08 adopting the Tremonton City Agency Report for the Tremont Center Community Development Project Area for the 2022 Tax Increment Year
FISCAL IMPACT:	
PRESENTER:	Marc Christensen, RDA Assistant Executive Director

Who, What, Why: Under Utah Code 17C-1-603, on or before December 31 of each calendar year, the Tremonton City Redevelopment Agency is required to prepare a report for each active project area (receiving tax increment), which includes the Tremont Center Community Development Project Area. Attached is a report that meets the State Code requirements for the Tremont Center Community Development Project Area that highlights the progress made within the Tremont Center CDA to create and revitalize commercial, retail, and residential spaces and infrastructure.

Attachments: Draft Resolution and Report

RESOLUTION NO. RDA 23-08

RESOLUTION OF THE REDEVELOPMENT AGENCY OF TREMONTON CITY ADOPTING THE TREMONTON CITY AGENCY REPORT FOR THE TREMONT CENTER COMMUNITY DEVELOPMENT PROJECT AREA FOR 2022 TAX INCREMENT YEAR

WHEREAS, on February 17, 2015, pursuant to UCA § 17C-4-104, the Tremonton City Redevelopment Agency adopted Resolution No. RDA 15-01, approving the Tremont Center Community Development Project Area and Project Area Plan; and

WHEREAS, the Tremont Center Community Development Project Area is located along Main Street in Tremonton City, Utah, from approximately 730 West to approximately 200 East and covers 73.7 total acres; includes 109 parcels that account for 60.3 acres of the total 73.7 acres, with the remaining acreage belonging to roads, rail, and alleyways; and

WHEREAS, the aims and objectives of the Tremont Center Community Development Project Area Plan include the creation and revitalization of commercial, retail, and residential spaces within the Project Area; infrastructure needed to create and revitalize development; and the mechanism for funding said improvements; and

WHEREAS, the Taxing Entities have, through an Interlocal Agreement, consented to allow the Tremonton City Redevelopment Agency to receive seventy-five percent (75%) of the Tax Increment generated within the Tremont Center Community Development Project Area with the maximum of four million, three hundred thousand dollars (\$4,300,000) or fifteen (15) years of tax increment, whichever occurs first to pay for the contemplated improvements and infrastructure enumerated within the Tremont Center Community Development Project Area Plan; and

WHEREAS, in the Sixth 2020 Special Session, the Utah Legislature, through Senate Bill 6001, enacted “The Covid-19 Emergency Extension” on August 31, 2020, which authorizes an Agency to consider extending the collection of tax increment for two years if the RDA determines conditions resulting from Covid-19 will likely impact the implementation of a Project Area; and

WHEREAS, as adopted in Resolution No. RDA 20-11 the Agency determined that conditions resulting from Covid-19 have delayed the implementation of the Tremont Center Community Development Project Area and extended the collection period for two additional property tax years for a total collection period of tax increment not to exceed seventeen (17) years; and

WHEREAS, under Utah Code 17C-1-603, on or before December 31 of each calendar year, the Tremonton City Redevelopment Agency is required to prepare a report for each active project area for which the project area funds collection period has not expired; and

WHEREAS, the Tremont Center Community Development Project Area is an active project area for which the project area funds collection period has not expired, and the

Tremonton City Redevelopment Agency desires to comply with the requirements of Utah Code 17C-1-603 by preparing a report; and

WHEREAS, the Tremonton City Redevelopment Agency is pleased with the progress that has been made within the Tremont Center Community Development Project Area to create and revitalize commercial, retail, and residential spaces and infrastructure; and

WHEREAS, the Tremonton City Redevelopment Agency is grateful for the Taxing Entities that have consented to allow the Agency to receive Tax Increment generated within the Tremont Center Community Development Project Area and desires to give a report and accounting of the use of tax increment.

NOW, THEREFORE, BE IT RESOLVED that the Redevelopment Agency of Tremonton City adopts the Agency Report for the Tremont Center Community Development Project Area for 2022 Tax Increment Year as attached in Exhibit “A.”

FURTHER, BE IT RESOLVED that the Tremonton City Agency Report for the Tremont Center Community Development Project Area attached in Exhibit “A” does not alter the amount of tax increment that the Agency is entitled to collect as per Utah Code 17C-1-603.

Adopted and passed by the Board of Directors of the Redevelopment Agency of Tremonton City this 16th day of May 2023.

REDEVELOPMENT AGENCY

Lyle Holmgren, Chair

ATTEST:

Linsey Nessen, Executive Secretary

EXHIBIT “A”
Tremont City Agency Report
Tremont Center Community Development Project Area
2022 Tax Increment Year

In accordance with Utah Code 17C-1-603, the Tremont 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 Year. The Base Year Taxable Value is 2014 and includes all real and personal property.

1.2 Taxable Value. The Base Taxable Value approved in the Project Area Plan and the Interlocal Agreements with the Taxing Entities is \$10,312,013, as shown on the Box Elder County Auditor RDA 700 Report.

1.3 Prior Year’s Assessed Value. The Prior Year’s Assessed Value (Marginal Value) shown on the Box Elder County Auditor RDA 700 Report for the tax year 2021 is \$17,862,138.

1.4 Estimated Current Assessed Value. The Current Year Assessed Value (Marginal Value) shown on the Box Elder County Auditor RDA 700 Report is \$21,942,525.

1.5 The Percentage Change in Marginal Value. The marginal value is calculated by subtracting the base taxable value from the current taxable value (real property values, personal property values, and centrally assessed property values). Below is a table that shows the marginal values for each tax year and the percent change.

The Percentage Change in Marginal Value

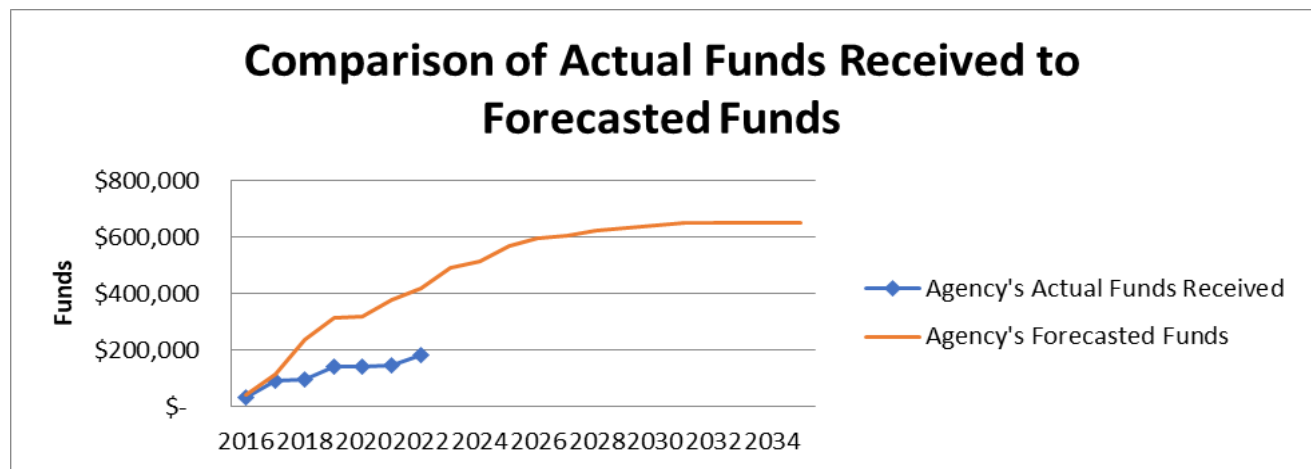
Tax Year	Marginal Value	Percentage Change in Marginal Value
2016	\$ 3,096,591	Not applicable
2017	\$ 9,053,983	192%
2018	\$ 9,774,148	8%
2019	\$ 15,829,125	62%
2020	\$ 16,639,262	5%
2021	\$ 17,862,138	7%
2022	\$ 21,942,525	23%

1.6 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. IFA, Results Gym, Dollar Tree, Greer’s Hardware Store, Auto Zone, and two multi-tenant retail buildings have been constructed.

There have been 304 building permits issued for 24-plex apartments, called the Mathison Apartments, which are currently under construction at the Tremont Center. There are 13 buildings as part of this development, with residents occupying the units that have been completed to date. Additionally, there is a townhome project on the south side of Main Street called Liberty Corners, a 10-unit project that was completed in 2021.

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 and table that shows the comparison of the amount of Project Area Funds received compared to the forecasted funds anticipated when the project area was created. It is anticipated that the actual funds received by the RDA will be closer to the forecasted funds in the upcoming years with the recent issuance of building permits of 314 for residential units (304 units in the Mathison Apartments and 10 in the Liberty Corners Townhomes Projects) and one commercial building.



Comparison of Actual Funds Received to Forecasted Funds				
Tax Year	Agency's Forecasted Funds	Agency Actual Funds Received	Difference	
2016	\$ 44,061	\$ 31,885	\$	(12,176)
2017	\$ 113,600	\$ 91,324	\$	(22,276)
2018	\$ 237,371	\$ 95,681	\$	(141,690)
2019	\$312,641	\$ 142,347	\$	(170,294)
2020	\$319,795	\$ 143,778	\$	(176,017)
2021	\$379,864	\$ 146,726	\$	(233,138)
2022	\$417,079	\$ 183,260	\$	(233,819)
Totals	\$ 1,407,333	\$ 835,002	\$	(572,331)

Attached to this report is the spreadsheet that shows the amount of funds forecasted from the Project Area during the Project Area Fund Collection Period.

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 first received project area funds in the tax year 2016. Below is a table that shows the current historical receipts of the project area funds received by the Agency:

Tax Increment Year	Historical Receipts
2016	\$31,885
2017	\$91,324
2018	\$95,681
2019	\$142,346
2020	\$143,778
2021	\$146,726
<u>2022</u>	<u>\$183,260</u>
Total	\$835,000

2.3 List of each taxing entity that levies or imposes a tax within the project area and describes 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 (25% of the tax increment) during the Project Area Fund Collection Period (17 years):

<u>Taxing Entities</u>	<u>Total Years 1-17</u>
Box Elder County	\$454,980
Box Elder County School District	\$1,513,472
Tremonton City	\$557,129
Box Elder Mosquito Abatement District	\$37,359
Bear River Water Conservancy District	<u>\$35,734</u>
Total:	\$2,598,674

Additionally, it is anticipated that there will be an increase in sales tax for those Taxing Entities that receive sales tax because of an increase in the point of sale attributed to the new retail outlets. The Utah State Tax Commission distributes sales taxes based upon the 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. For Tax Year 2022, the Taxing Entities received the following amount, which represents 25% of the tax increment:

<u>Taxing Entity</u>	<u>Tax Rate (Real/CA)</u>	<u>Tax Rate (Personal)</u>	<u>Associated Tax</u>
Basic School Levy	0.001652	0.001661	\$ 9,977
Bear River Water	0.000194	0.000224	\$ 1,186
Box Elder County	0.001336	0.001549	\$ 8,170
Box Elder School District	0.006169	0.006660	\$ 37,483
Charter School Levy	0.000054	0.000069	\$ 333
Mosquito Abatement	0.000160	0.000185	\$ 978
Tremonton	0.002191	0.002279	\$ 13,270

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 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 table of anticipated, in-process, or completed improvements, amounts, and locations of improvements. The **bold font** in the table below represents improvements that have commenced or been completed.

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 the 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 of expenses shall be the maximum cap amount (See Resolution No. RDA 15-02) received by the Agency. 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 (See Resolution No. RDA 15-02). As described in Section 4.1 in this report, the Agency adopted Resolution RDA 20-11, which authorized the Agency to receive two additional years of tax increment for a collection period of 17 years total for this Project Area.

Use of Increment. On March 1, 2016, the Agency adopted Resolution RDA 16-02, approving *The Restated Property Tax Increment Reimbursement Agreement between the Tremonton City Redevelopment Agency and Tremont Center, LLC for Infrastructure Improvements* which granted tax increment reimbursement to Tremont Center, LLC for infrastructure improvements. The reimbursement agreement essentially granted 100% of the increment to Tremont Center, LLC, for what this Agreement identified 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 identified as Developer Secondary Improvements up to a maximum amount of \$234,000 or for the actual costs of the Secondary Improvements, whichever is less. The *Restated Property Tax Increment Reimbursement Agreement between the Tremonton City Redevelopment Agency and Tremont Center, LLC, for Infrastructure Improvements* was superseded by a second restated property tax increment reimbursement agreement approved on April 16, 2019, when the Agency adopted Resolution No. RDA 19-03, which is explained in greater detail below.

On June 6, 2017, the Agency adopted Resolution No. 17-04, which concurred with the documentation submitted by Tremont Center, LLC, regarding actual costs of Primary Improvements expended by Tremont Center, LLC. More specifically, the Agency of Tremonton City concurred that the Tremont Center, LLC is eligible for reimbursement up to \$898,109.55 as of May 4, 2017, for Primary Improvements/Cost consistent with *The Restated Property Tax Increment Reimbursement Agreement between the Tremonton City Redevelopment Agency and Tremont Center, LLC for Infrastructure Improvements* as adopted by Resolution No. RDA 16-02. A summarization of the Primary Improvements/Cost is contained in Exhibit "A" of Resolution No. 17-04, and the fully submitted

reimbursement request, including paid invoices, is filed in the Tremont City Recorder's Office in the RDA Contract files under #40 – RDA – Tremont Center.

On April 16, 2019, the Agency adopted Resolution No. RDA 19-03, a Second Restated Property Tax Increment Reimbursement Agreement the Tremont City Redevelopment Agency agrees to conditionally participate in the Primary Improvement of Demolition of Homes, which includes the acquisition of homes, demolition of homes, and re-engineering of the second entrance of the Tremont Center Site on Main Street. The amount of the Agency's participation is the actual costs of these aforementioned improvements with an amount not to exceed \$350,000. In return, the Developer has agreed to reduce its Primary Reimbursement Cap by \$350,000, from \$2,234,000 to \$1,884,000, and thereafter, the Tremont City Redevelopment Agency is eligible to receive reimbursement from Tax Increment for Primary Improvements up to the \$350,000, before the Developer may receive reimbursement for Developer Secondary Improvements. Resolution No. RDA 19-03, adopting *The Second Restated Property Tax Increment Reimbursement Agreement between the Tremont City Redevelopment Agency and Tremont Center, LLC for Infrastructure Improvements*, superseded the tax increment reimbursement agreement adopted by Resolution RDA 16-02.

Below is a table that tracks reimbursement to the Developer for Primary Improvements. After the Agency has reimbursed Tremont Center LLC up to \$1,884,000 or actual costs of the aforementioned improvements, the RDA will track the reimbursement for Secondary Improvements.

Primary Improvement Reimbursement

<u>Tax Increment Year</u>	<u>Reimbursed Amount</u>
2016	\$31,885
2017	\$91,324
2018	\$95,681
2019	\$142,346
2020	\$143,778
2021	\$146,726
<u>2022</u>	<u>\$183,260</u>
Total	\$835,000

Vertical Construction. Within the Tremont Center Development, IFA, Results Gym, Dollar Tree, Greer's Hardware Store, Auto Zone, two multi-tenant retail and office buildings and the Mathison Apartments have been constructed. Tremont City is currently reviewing development plans for additional development activities. Outside of the Tremont Center Development, but within the Tremont Center Community Development Project Area, Crump Reese Motors has expanded its current facility and sales lot. The owner of the Mill at 267 West Main Street (just west of the railroad tracks) has completely renovated the building and separated it into two shops, The Crystal Corner, and Buzz-Bru. Additionally, there is a townhome project called Liberty Corners a 10-unit project that is on 480 West that has been constructed.

Agency Initiated Improvements. The Agency and City desire for the Agency to immediately undertake improvement projects within the Tremont Center Community Development Project Area's boundaries but recognizes that the Agency's Tax Increment is currently obligated to a developer as formalized in Resolution RDA 19-03. On September 6, 2016, the City Council discussed the possibilities of providing financial resources to the Agency by interfund loan, which would be a formal loan, with interest charged to the Agency, or by capital contribution, an informal loan of funds where ultimately no interest is calculated or charged. On September 20, 2016, the City Council adopted Resolution No. 16-46, which

authorized from time to time through the budget process to provide the Agency with capital contributions so that the Agency may commence improvement projects ahead of the Agency having available Tax Increment. In Resolution No. 16-46, the City Council requests reimbursement of the capital contributions, starting from Fiscal Year 2016, without interest by the Agency if there is sufficient Tax Increment to reimburse said capital contributions after the Agency fulfills its obligation to reimburse the Developer per Resolution RDA 19-03.

On September 20, 2016, the Agency adopted Resolution No. RDA 16-11 accepting capital contributions into Fund 71- RDA District #2 Fund- Downtown to facilitate improvement projects, within the Tremont Center Community Development Project Area's boundary. The Agency also declared its intent to reimburse, without interest, the City for capital contributions. Further, Resolution No. RDA 16-11 stated that starting for Fiscal Year 2016 that the RDA Executive Director shall track capital contributions and disclose such capital contributions in its annual reports, which are required by UCA 17C-1-603. Below is a table that shows the capital contribution that Tremont City has made to the Agency in which the Agency intends to reimburse the City, without interest, for the City's capital contributions:

<u>Capital Contributions Amount</u>	<u>Budget Amendment</u>	<u>Fiscal Year</u>
\$81,755	Resolution No. RDA 16-11	2016
\$80,000	Resolution No. 16-32	2016
\$100,000	Resolution No. 17-30	2017
\$200,000	Resolution No. 18-29	2018
\$518,000	Resolution No. 19-14	2019
\$210,000	Resolution No. 19-25	2019
\$600,000	Resolution No. 20-23	2020
<u>\$150,000</u>	Resolution No. 22-32	2022
\$1,939,755-Total Capital Contributions		

Resolution No. RDA 16-11 also stated that it would reimburse the City \$81,755.16 for the acquisition of right-of-way for the 480 West Road extension, which was one of the anticipated expenses enumerated in the Tremont Center Community Development Project Area Budget. The City purchased the property for the 480 West right-of-way from general ledger number 42-51-550 on August 4, 2016. The RDA reimbursement of the \$81,755.16 shall be without interest and if there is sufficient Tax Increment to do so from the Tremont Center Community Development Project Area.

3.2 Other details of development within the project area, including total developed acreage and total undeveloped acreage. The Tremont Center Community Development Project Area comprises 73.7 total acres and includes 109 parcels that account for 60.3 acres of the total 73.7 acres, with the remaining acreage comprising of roads, rail, and alleyways. 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 Development. Below is a table that shows the number of acres that have been approved for development within the Tremont Center Development:

<u>Tremont Center Development</u>	<u>Acres</u>
Tremont Center Subdivision Phase 1	1 Acre
Tremont Center Subdivision Phase 2	1.6 Acres
Tremont Center Subdivision Phase 3	4.62 Acres
Mathison Apartment Complex	<u>14.67</u>
	21.89 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 (See Resolution No. RDA 15-02), 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.

The Agency created the Tremont Center Community Development Project Area (Tremont Center CDA) on February 17, 2015. The Tremont Center CDA has a 15-year collection period from the date the Agency first received tax increment, which occurred for the 2016 property tax year with the Agency's receipt of tax increment payment in the spring of 2017. The Agency calculates the collection period for the Tremont Center CDA to be completed with the receipt of tax increment for the 2030 property tax year, with the Agency's receipt of tax increment payment anticipated in the spring of 2031. The Tremont Center CDA's Plan and the Budget have a term calling for the collection period to end before the 15-year collection period, on the sole condition that \$4,300,000 in tax increment is collected by the Agency before the completion of the 15-year collection period.

In the Sixth 2020 Special Session, the Utah Legislature, through Senate Bill 6001, enacted "The Covid-19 Emergency Extension" on August 31, 2020, which authorizes an Agency to consider extending the collection of tax increment for two years if the RDA determines conditions resulting from Covid-19 will likely impact the implementation of a Project Area. The Covid – 19 Emergency Extension was signed by the Governor of Utah and became law, effective August 31, 2020. According to UCA § 17C-1-416(2)(b), the Agency is not required to obtain approval from any taxing entity to extend the collection period for two additional property tax years and is required to provide notice by mail or email of the Agency's extension. The Agency provided the taxing entities and other required individuals or entities notice of the Agency's extension of the tax collection period for two additional years for the Tremont Center CDA.

Nothing contained in The Covid-19 Emergency Extension allows the Agency to increase the capped amount or percentage of tax increment the RDA is authorized to receive. The Agency has determined that the conditions resulting from the Covid-19 Emergency will likely delay the Agency's implementation of the Tremont Center CDA as more specifically stated in Resolution RDA 20-11 adopted by the Tremont RDA on December 15, 2020. This Resolution extends the collection period for an additional two property tax years as allowed by the Covid – 19 Emergency Extension. The tax increment collection period for Tremont Center CDA is now calculated to end with the tax increment from the tax year of 2032 received by the Agency in the spring of 2033. According to the Tremont Center CDA's Plan and Budget, upon the Agency receives \$4,300,000 in tax increment, the Agency shall dissolve Project Area regardless of the number of years that the Agency has received tax increment.

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. The Agency is allowed to receive tax increment for 17 years:

<u>Number of Years</u>	<u>Tax Increment Year</u>	<u>Increment Amount</u>
1	2016	\$31,885
2	2017	\$91,324
3	2018	\$95,681
4	2019	\$142,346

5	2020	\$143,778
6	2021	\$146,726
7	2022	<u>\$183,260</u>
Total		\$835,000

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 17 years or up to a maximum of \$4.3 million, whichever occurs first (See Resolution No. RDA 15-02), as further explained in Section 4.1.

4.4 Remaining Amount of Project Area Funds the Agency is Authorized to Receive From the Project Area Cumulatively and From Each Taxing Entity. Below is a table that will be used to track the remaining amount of Project Funds the Agency is authorized to receive.

Remaining Amount of Project Area Funds the Agency is Authorized to Receive				
Tax Year		Actual Funds Received		Remaining Amount Authorized to Receive
2016	\$	31,885	\$	4,268,115
2017	\$	91,324	\$	4,176,791
2018	\$	95,681	\$	4,081,110
2019	\$	142,346	\$	3,938,764
2020	\$	143,778	\$	3,794,986
2021	\$	146,762	\$	3,648,224
2022	\$	183,260	\$	3,464,964

4.5 The Amount of Project Area Funds the Agency is Authorized to Use to Pay for the Agency's Administrative Costs, as Described in Subsection 17C-1-409(1). The Project Area Budget identifies that the Agency is authorized to use 3% of the project area funds to pay for administrative costs. The Project Area Budget also estimates a total dollar amount of project area funds that may be received by the Agency to pay for administrative costs is \$194,824. At present, the Agency is not retaining any monies to pay for the administrative cost associated with the Tremont Center CDA but is instead passing all tax increment to the Tremont Center, LLC, to reimburse for Primary Improvements.

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

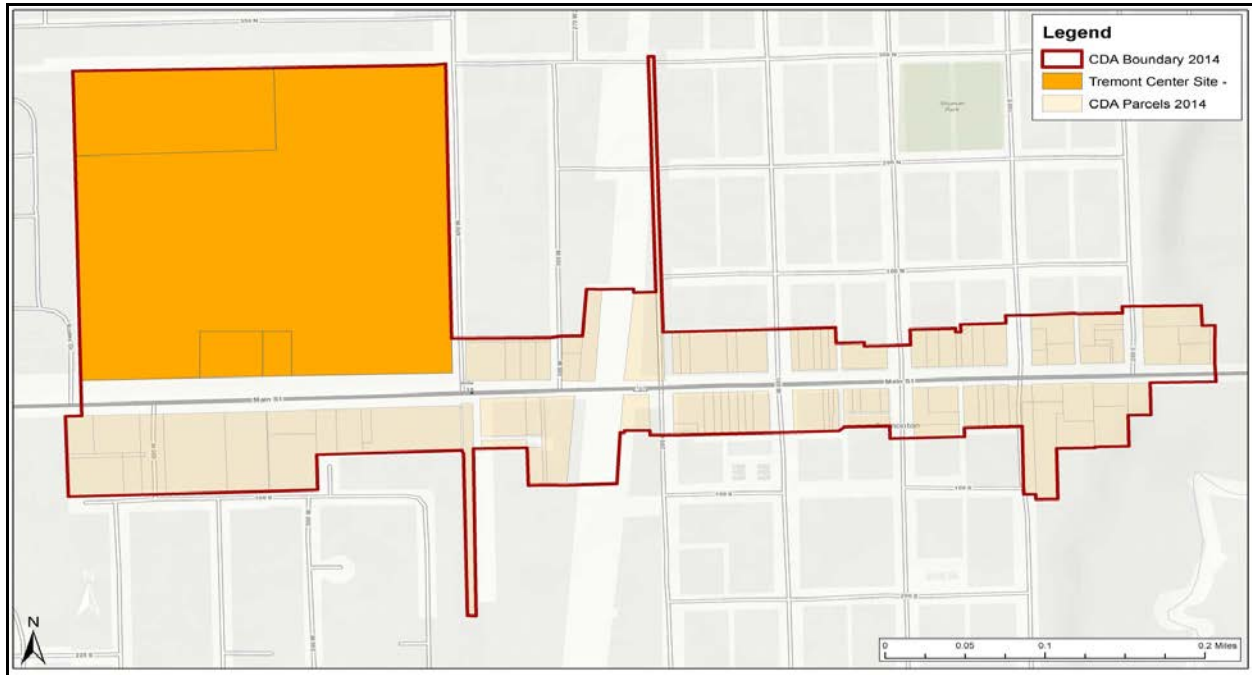
5.1 Current Calendar Year – Estimated Amount of Project Area Funds that Agency is Authorized to Receive. The Agency received the 2022 tax increment in the amount of \$183,260 in the spring of 2023. The RDA is not anticipating receiving any additional tax increment before the end of December 31, 2023.

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, 2023 (which would be the 2023 tax increment) to be higher than the \$183,260 due to the additional investment made in the Project Area.

Section 7- Map of Project Area

The Tremont Center Community Development Project Area is located along Main Street from approximately 730 West to approximately 200 East, 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 alleyways. The Tremont Center is more specifically shown on the map below.



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

May 5, 2023

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	
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	
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	
Less: Demolition																		\$0					
Incremental Value by Year	\$59,453,314	\$0	\$4,080,000	\$6,439,244	\$11,461,046	\$6,969,997	\$662,448	\$5,562,341	\$3,446,057	\$7,017,302	\$1,852,393	\$5,106,611	\$2,486,749	\$760,945	\$1,811,049	\$989,609	\$807,521	\$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	\$45,638,437	\$47,490,830	\$52,597,441	\$55,084,190	\$55,845,135	\$57,656,184	\$58,645,793	\$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	

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
Box Elder School District	0.008386	\$1,297,148	\$961,480	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54	\$86,476.54
Tremonton	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
Box Elder Mosquito Abatement District	0.000207	\$32,019	\$23,733	\$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
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

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%
Tremonton			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	\$260,822	\$2,571	\$6,630	\$13,853	\$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
Box Elder School District	0.008386	\$1,260,730	\$867,613	\$8,554	\$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
Tremonton	0.003087	\$464,092	\$319,380	\$3,149	\$8,118	\$16,963	\$22,342	\$22,854	\$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
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	\$2,890	\$2,984	\$3,035	\$3,077	\$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	\$2,854	\$2,903	\$2,943	\$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	\$207,548	\$211,110	\$214,017	\$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	\$105,589	\$109,013	\$110,885	\$112,411	\$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	\$368,853	\$373,932	\$379,112	\$379,112	\$379,112	\$379,112
Tremonton	0.003087	\$1,392,276	\$958,140	\$9,446	\$24,355	\$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
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
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
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

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	\$105,589	\$109,013	\$110,885	\$112,411	\$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	\$368,853	\$373,932	\$379,112	\$379,112	\$379,112	\$379,112
Tremonton		\$1,392,276	\$958,140	\$9,446	\$24,355	\$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
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
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
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

Expenditures																						
Administrative Percent				3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Administrative Costs		(\$194,824)	(\$134,074)	(\$1,321.83)	(\$3,408.00)	(\$7,121.12)	(\$9,379.24)	(\$9,593.86)	(\$11,395.93)	(\$12,512.38)	(\$14,785.83)	(\$15,385.96)	(\$17,040.39)	(\$17,846.04)	(\$18,092.57)	(\$18,679.31)	(\$18,999.92)	(\$19,261.54)	(\$19,528.39)	(\$19,528.39)	(\$19,528.39)	(\$19,528.39)
Remaining Increment for Projects		\$6,299,306	\$4,335,072	\$42,739.11	\$110,191.94	\$230,249.53	\$303,262.15	\$310,201.48	\$368,468.52	\$404,566.90	\$478,075.06	\$497,479.39	\$550,972.53	\$577,021.90	\$584,993.01	\$603,964.24	\$614,330.67	\$622,789.67	\$631,417.85	\$631,417.85	\$631,417.85	\$631,417.85

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