

UNIFIED FIRE SERVICE AREA AGENDA

September 18, 2018 8:30 am (or immediately following the Special Joint UFA/UFSA meeting, if after 8:30 am)

NOTICE IS HERBY GIVEN THAT THE UNIFIED FIRE SERVICE AREA BOARD OF DIRECTORS SHALL ASSEMBLE FOR A MEETING AT UFA EOC LOCATED AT 3380 SOUTH 900 WEST, SALT LAKE CITY, UT 84119

- 1. Call to Order Chair Silvestrini
- 2. Public Comment

Please limit comments to three minutes each

- 3. <u>Approval of Minutes</u> Chair Silvestrini
 - a. August 21, 2018
- 4. Facilities Committee Councilman Allan Perry
 - a. Action Items
 - b. Bond presentation from Financial Advisor Johnathan Ward
- 5. <u>Discuss and action on Resolution 09-2018A authorizing the amendment requested by Riverton City Redevelopment Agency to the Interlocal Agreement for a tax increment from 2016 for the Riverton Western Commercial District Community Development Area.</u>
 - Legal Counsel Rachel Anderson
- 6. Possible Closed Session

The Unified Fire Service Area may temporarily recess the meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 or for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137.

Re-Opening the Meeting

7. Adjournment – Chair Silvestrini

The next Board meeting will be held on October 16, 2018 at 8:30 a.m. at UFA EOC located at 3380 South 900 West, Salt Lake City, UT 84119

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL UFSA MEETINGS.

In accordance with the Americans with Disabilities Act, UFSA will make reasonable accommodation for participation in the meetings. Please call the clerk at least three workings days prior to the meeting at 801-743-7220. Motions relating to any of the foregoing, including final action, may be taken at the meeting. This meeting may be held telephonically/electronically to allow a member of the UFSA Board to participate. This agenda is subject to change with a minimum 24-hour notice.

CERTIFICATE OF POSTING

The undersigned, does hereby certify that the above agenda notice was posted on this 14th day of September 2018 on the UFSA bulletin boards, the UFSA website http://www.utah.gov/pmn/index.html and was emailed to at least one newspaper of general circulation with the jurisdiction of the public body.

Michelle Roper, UFSA Board Clerk

UNIFIED FIRE SERVICE AREA Meeting Minutes 9:00 a.m.

PRESENT:

Councilmember Kathleen Bailey Councilmember Gary Bowen Surveyor Reid Demman Councilmember Eric Ferguson Mayor Robert Hale Mayor Kristie Overson Councilmember Allan Perry

Councilmember Nicole Martin

Councilmember Richard Snelgrove Councilmember Sheldon Stewart Mayor Tom Westmoreland Councilmember Kelly Bush

Mayor Jeff Silvestrini

ABSENT: None

ALSO PRESENT:

Ashley Spatafore-Lobbyist
Assistant Chief Mike Watson
Fire Marshall Brad Larson
Captain Zach Robinson
Bill Brass, USAR Program Manager
Tony Hill, UFA CFO
Chief Dan Petersen
Brian Roberts, UFA CLO
Kiyoshi Young
Cyndee Young, UFSA Deputy Clerk

Captain Darren Park
Jarin Blackham, IT Director
John Hiskey-Taylorsville
Dave Spatafore, Lobbyist
Brett Wood-Herriman
Arriann Woolf, HR Director
Talsan Schulzke, Strategic Data Manager
Michelle Roper, UFSA Clerk
Ifo Pili, UFSA District Administrator
Rachel Anderson, UFSA Legal Counsel

Chair Jeff Silvestrini Presided

Called to Order

Chair Silvestrini called the meeting to order at 9:27 a.m. Quorum present.

Public Comment

None

Approval of Minutes

Councilmember Bush moved to approve the minutes from the June 18, 2018 UFSA Board Meeting as submitted

Councilmember Ferguson seconded the motion All board members voted in favor of the motion

Administered Oath of Office for Board Member Reid Demman

Proposed Meeting Time Change from 9:00 a.m. to 8:30 a.m.

Councilmember Stewart moved to change the start time for all future UFSA Board Meetings to 8:30 a.m. or immediately flowing the UFA meeting, if after 8:30 a.m.

Councilmember Martin seconded the motion All board members voted in favor of the motion

Quarterly Financial Report

- Collected 80% of the budget for Impact Fees to this point
- Revenues awaiting property taxes

Councilmember Ferguson moved that we ratify and approve the quarterly financial report, including the list of District expenditures for the last quarter, as presented

Councilmember Perry seconded the motion All board members voted in favor of the motion

Facilities Committee

- Working on finalizing a more complete timeline for some of the items that must be done to the stations
- Chief Petersen
 - o Appreciates the level of involvement the Board provides the UFA and staff
 - We must also be a part of the conversation when the discussion arises concerning Eagle Mountain and Herriman station needs/replacement
 - o In order to keep our vision; we must build out our Standards of Cover

Service Area Boundary Plat Review

- The most recent Plat Map is from 2013
- This must be updated to ensure that we are receiving the correct taxes

Policy Update Discussion

- Counsel Rachel Anderson is working on the UFSA policies and will bring them before the Board for adoption when complete
- No objections to working on the policies
- The Board gave direction for Rachel to proceed

Closed Session

Mayor Hale moved to temporarily recess the meeting to convene in a closed session to discuss: [state only those that apply]

(A) the purchase, exchange, or lease of real property as provided by Utah Code Annotated §52-4-205.

Councilmember Ferguson seconded the motion All board members voted in favor of the motion Surveyor Demman Mayor Overson Councilmember Snelgrove Councilmember Martin Mayor Hale Councilmember Ferguson Mayor Silvestrini

Councilmember Bush Councilmember Perry Councilmember Stewart Mayor Westmorland Councilmember Bowen Councilmember Bailey

Mayor Hale moved to re-open the meeting to the public Councilmember Ferguson seconded the motion All board members voted in favor of the motion

Motion to Adjourn

Councilmember Stewart moved adjourn the August 21, 2018 UFSA Board Meeting

Councilmember Ferguson seconded the motion All Board members voted in favor of the motion

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE RIVERTON REDEVELOPMENT AGENCY AND UNIFIED FIRE SERVICE AREA

WHEREAS, the Unified Fire Service Area (the "District") met in open session, after giving due notice of the meeting in compliance of law, on September 18, 2018, to consider, among other things, approving the First Amendment to the Interlocal Cooperation Agreement between the Riverton Redevelopment Agency (the "Agency") and the District concerning the Riverton Western Commercial District Community Development Project Area;

WHEREAS, the Utah Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, 1953 as amended (the "Act"), permits governmental units to enter into agreements with one another for the purpose of exercising, on a joint and cooperative basis, powers and privileges that will benefit their citizens and make the most efficient use of their resources;

WHEREAS, Utah Code Ann. § 17C-4-201 allows a taxing entity to consent to a community development agency receiving the taxing entity's tax increment, subject to an interlocal agreement approved in accordance with the Act,

WHEREAS, in September of 2016, the District and the Agency approved, by resolutions of their respective legislative bodies, an interlocal agreement concerning tax increment for the Riverton Western Commercial District Community Development Project Area;

WHEREAS, the Agency has requested that the District agree to an amendment to the 2016 interlocal agreement to delay the "trigger year" to 2021, from the previously approved 2020 date, to bring the trigger date into uniformity with all other agreements collecting tax increment from the Riverton Western Commercial District Community Development Area (the "Amendment"); and

WHEREAS, the Board of Trustees of the District has determined that the requested change is not adverse to the District's interests and is willing to approve the requested amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIFIED FIRE SERVICE AREA AS FOLLOWS:

- 1. The Amendment shall be and hereby is authorized and approved and the Board Chair of the District shall be and is authorized, empowered, and instructed to execute and deliver the Agreement on behalf of the District.
- 2. The keeper of the records of the District is authorized and instructed to keep and maintain an executed copy of the Amendment.

- 3. This Resolution has been placed on the agenda and this action is taken by the District Board of Trustees in compliance with the Utah Open and Public Meetings Act.
- 4. This Resolution shall be effective immediately upon adoption by the District Board of Trustees, but the Amendment shall be effective when all of the following requirements have been satisfied: (i) the Amendment has been approved by all parties as required by Section 11-13-202(2) of the Act; (ii) each party to the Amendment has submitted the Amendment to an attorney authorized to represent the said party for review as to proper form and compliance with applicable law as required by Section 11-13-202.5(3) of the Act; and (iii) the approved, signed Amendment has been filed with the keeper of records of each of the parties as required by Section 11-13-209 of the Act.

ADOPTED BY THE BOARD OF TRUSTEES OF THE UNIFIED FIRE SERVICE AREA THIS 18TH DAY OF SEPTEMBER, 2018.

	Chair	
ATTEST:		
Clerk		

FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT Between RIVERTON REDEVELOPMENT AGENCY And UNIFIED FIRE SERVICE AREA

THIS FIRST AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT ("First Amendment to Agreement") is entered into as of the 18th day of September 2018, by and between the **RIVERTON CITY REDEVELOPMENT AGENCY** (the "**Agency**") and the **UNIFIED FIRE SERVICE AREA** (the "**Taxing Entity**"). The foregoing are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

- **A. WHEREAS**, in the year 2016 the Parties previously entered into an Interlocal Agreement (the "Agreement") for the sharing of Taxing Entity property tax revenues ("Tax Increment") derived from the Riverton Western Commercial District Community Development Area with the Agency ("Project Area"); and
- **B. WHEREAS**, the Agreement Provided that the first year the Agency would be entitled to receive property tax increment from the Project Area was 2018; and
- **C. WHEREAS**, The Agency has also entered into an Agreement with Salt Lake County which similarly enables the Agency to receive tax increment from the County; and
- **D. WHEREAS**, The Agency's agreement with the County states that the first year in which a claim for tax increment may be claimed, or the "Trigger Year" is tax year 2021; and
- **E. WHEREAS**, the parties would like to amend the agreement to state that the tax increment to be distributed under this Agreement shall be triggered any time until and including tax year, 2021, to bring uniformity with all agreements collecting tax increment from the Riverton Western Commercial District Community Development Area;

AGREEMENT

NOW, THEREFORE, the Parties Agree that the Agreement shall be amended as follows:

- 1. Paragraph 2 of the Agreement shall be amended to read as follows:
 - 2. Taxing Entity's Consent. The Taxing Entity, pursuant to Section 17C-

4-201 of the Development Act and Section 11-13-215 of the Cooperation Act, hereby agrees and consents to the following:

That the Agency, for Twenty (20) tax years, beginning with the year the Agency begins to draw the tax increment, shall receive 75% of the Tax Increment attributable to the Taxing Entity's tax levy on both real and personal property within the Project Area pursuant to the terms and conditions of this Agreement; for the purpose of providing funds to the Agency to carry out the proposed Plan. It is agreed by the Parties that the maximum budget amount the Agency may receive under this Agreement shall be \$106,875 or \$45,635 Net Present Value (the" Budget Cap"), and the Taxing Entities tax levy under this Agreement shall be applied to the Budget Cap. The Agency may not be paid any portion of the Taxing Entity's taxes resulting from an increase in the Taxing Entity's tax rate that occurs after the Taxing Entity approves this Agreement, unless the Taxing Entity specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Tax increment attributable to the Taxing Entity's tax levy for tax years beyond the 20 year collection period or over the Budget Cap shall be paid to the Taxing Entity. It is agreed that the tax increment to be distributed under this Agreement shall be implemented any time until and including tax year 2021. The Parties agree that the Taxing Entity's share, under this Agreement, shall be limited to the development of the property within the proposed phase 1, Centercal development of approximately 85 acres of the Project Area only.

In return for the Taxing Entity's participation, the Agency shall agree to the following terms and conditions, and where required provide and assist the Taxing Entity as follows:

The Agency agrees to use any Tax Increment collected from the Taxing Entity from the Project Area, for the development of the public improvements, and other costs outlined in the Project Area Budget.

The Parties agree that the terms of this Agreement allow for the Project Area to exist for Twenty (20) years, from the date the first increment is paid to the Agency, or until the Budget Cap of \$106,875 has been reached, whichever occurs first. Upon completion of 20 years, or the year the Budget Cap has been reached; this Agreement shall terminate and the Tax Increment produced by the Project Area will return to the tax rolls and be disbursed to the Taxing Entity.

2. All other terms and conditions of the Agreement not in conflict with this First Amendment to Agreement shall remain in effect.

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

		RIVERTON CITY RE DEVELOPMENT AGENCY
	By:	Chair
ATTEST By: Agency Secretary		
Approved as to Form:		
Attorney for Agency		
		UNIFIED FIRE SERVICE AREA
	Ву:	Chair
ATTEST		
By: Secretary		
Approved as to Form:		
Attorney for Taxing Entity		

INTERLOCAL AGREEMENT BETWEEN THE COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF RIVERTON AND UNIFIED FIRE SERVICE AREA

THIS INTERLOCAL AGREEMENT is entered into as of the Tay of State 2016, by and between the COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF RIVERTON (the "Agency") and the UNIFIED FIRE SERVICE AREA (the "Area") (collectively, the "Parties").

RECITALS

- A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "Development Act"), and is authorized thereunder to conduct urban renewal, economic development, and community development activities within Riverton, Utah, as contemplated by the Development Act; and
- B. Pursuant to Resolution No. 15-08 adopted by the Agency on October 20, 2015, the Agency authorized the creation of the Riverton Western Commercial District Community Development Project Area (the "Project Area") and has prepared a development project area plan for the Project Area, a copy of which is attached hereto as exhibit "A" and incorporated herein by this reference (referred to in this Interlocal Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), pursuant to which the Agency desires to encourage, promote and provide for the development of a business center in the Project Area; and
- C. On November 17, 2015, the Agency established the Project Area through adoption of Resolution 15-22 adopting the Project Area Plan; and
- D. The Agency intends to issue one or more bonds to finance the construction of certain infrastructure improvements for the Project Area; and
- E. The Area has determined that it is in the best interests of the Area to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project Area; and
- F. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102(47) (hereinafter "Tax Increment")) from the Project Area, to assist in the development of the Project Area and for funding of the Project Area Plan; and
- G. Utah Code Ann. § 17C-4-201(1) authorizes the Area to consent to the payment by Salt Lake County (the "County") to the Agency certain Tax Increment from the Project Area attributable to the Area's tax levy, for the purposes set forth herein; and

- H. Utah Code Ann. § 11-13-215 further authorizes the Area to share its tax and other revenues with the Agency; and
- I. In order to facilitate development of and in the Project Area and to provide funds to carry out the Project Area Plan, the Area desires to consent that the Agency receive certain Tax Increment from the Project Area attributable to the Area's tax levy, in accordance with the terms of this Agreement; and
- J. This Agreement is entered into by the Parties pursuant to the authority of applicable State law, including the Development Act, and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq., as amended (the "Cooperation Act").

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

1. Area's Consent.

The Parties agree that for purposes of calculation of the Area's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2015 and the base taxable value shall be the 2015 assessed taxable value of all real and personal property within the Project Area. Based upon review of the Salt Lake County and Utah State Tax Commission records, the Parties believe that the 2015 base taxable value of the Project Area is approximately \$0.00 (currently tax exempt) which base taxable value is subject to adjustment by law in accordance with the provisions of the Development Act. Pursuant to Section 17C-4-201 of the Development Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the Area hereby agrees and consents that for a period of twenty (20) years the Agency shall receive and be paid seventy five percent (75%) of the tax increment attributable to the Area's tax levy on both real and personal property within the Project Area (the "Area Share"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. Said twenty (20) year period shall commence with tax year 2020 as evidenced by a written notice to the Area and to the Salt Lake County Auditor and Assessor; provided, however, that any portion of the Area's taxes resulting from an increase in the Area's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Area specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Notwithstanding any other provision of this Agreement, the maximum amount payable to the Agency pursuant to this Section shall be \$9,492,586. Upon receipt of the maximum amount payable, this Agreement shall terminate and all property taxes derived from the levy by the Area on property within the Project Area shall be paid by the County to the Area. For the twenty (20) year period described above, the remaining 25% of the Tax Increment attributable to the Area's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Area. All tax increment from the Project Area attributable to the Area's tax levy for tax years beyond the twenty (20) year period described above shall be paid by Salt Lake County to the Area. The calculation of the Area's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1102(47) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

- b. Salt Lake County shall pay directly to the Agency the Area Share in accordance with Utah Code Ann. § 17C-4-203 for the twenty (20) year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives in less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project Area, including, but not limited to, debt service on any bonds issued to finance Project Area costs and the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the Area Share under this Agreement, or (ii) renegotiate this Agreement with the Area to provide for the payment of the Area Share for the remainder of all or a portion of the originally contemplated twenty (20) year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project Area costs will not extend over a period longer than twenty (20) years.
- 2. <u>Annual Review Provisions</u> The parties agree to annually conduct an independent review of the progress of the Project Area or rely on the annual review conducted by Salt Lake County.
- 3. Final Project Area Plan. The Parties agree that in the event the Agency does not approve a final Project Area Plan pursuant to Utah Code Ann. § 17C-4-102(1)(f), this Agreement shall terminate, and neither party shall have any further obligation hereunder.
- 4. <u>Authorized Uses of Tax Increment</u>. Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the Area Share to the payment of any improvements of the Project Area, as described herein and/or as contemplated in the Project Area Plan, including, but not limited to financing the cost of public infrastructure and other improvements located within or benefitting the Project Area, site preparation, and administrative costs, as authorized by the Development Act.
- 5. No Third Party Beneficiary. Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.
- 6, <u>Due Diligence</u>. Each of the Parties acknowledges for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Project Area Plan and expected benefits to the community and to the Parties, and each of the parties relies on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.
- 7. <u>Interlocal Cooperation Act</u>. In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. § 11-13-209;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and shall continue through the date on which all of the Area Share has for the 20-year period been paid to and disbursed by the Agency as provided for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof but in any event unless amended this Area shall terminate no later than December 31, 2039;
- f. Following the execution of this Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Agency in accordance with § 17C-4-202;
- g. The Parties agree that they do not, by this Agreement, create an interlocal entity;
- h. There is no financial or joint or cooperative undertaking and no budget shall be established or maintained;
- i. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.
- 8. <u>Modification and Amendment</u>. Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.
- 9. **Further Assurance**. Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

- 10. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.
- 11. <u>Interpretation</u>. The terms "include," "includes," "including" when used herein shall be deemed in each case to be followed by the words "without limitation."
- 12. <u>Severability</u>. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,
 - a. such holding or action shall be strictly construed;
 - b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.
- 13. <u>Incorporation of Recitals</u>. The recitals set forth above are hereby incorporated by reference as part of this Agreement.
- 14. **Effective Date**. Payment of Tax Increment under this Agreement is conditioned upon adoption by the Agency of the Project Area Plan, and this Agreement shall become effective upon the publication of the summary of this Agreement as provided by law.
- 15. Entire Agreement. This Agreement and its exhibits constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the Parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
- 16. Waivers. No waiver of any breach of any covenant or provision herein contained shall be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision herein contained. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

- 17. Assignment. No Party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all Parties
- 18, <u>Termination</u>. In the event that Riverton City withdraws from Area prior to the expiration of this Agreement, all obligations hereunder shall terminate effective as of the date of withdrawal. Riverton agrees that all tax increment paid it by County derived from the application of Area's tax rate shall be paid by Riverton to Area within two years from the date of withdrawal unless another repayment term is agreed upon in writing by the parties.
- 19. City Contribution. As an inducement to Area to enter into this Agreement, Riverton agrees to contribute municipal revenues to the construction or installation of public improvements in or associated with the Project Area. Riverton shall prepare a listing setting forth the designated public improvements to be constructed or installed, the estimated cost of such improvements and the year(s) in which the construction or installation is to commence. Said listing shall be attached hereto as exhibit "B" which, by this reference is incorporated herein. Failure of Riverton, for any two year period, to commence or continue the construction or installation of the designated public improvements shall constitute a basis for termination of this Agreement by Area. If terminated by Area pursuant to this Paragraph, all obligations of Area to Agency for diversion or contribution of tax increment shall terminate as of the date set forth in the Notice of Termination.

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

COMMUNITY DEVELOPMENT AND RENEWAL AGENCY OF RIVERTON

Attest:

Attorney Review for the Agency:

The undersigned, as counsel for the Community Development and Renewal Agency of Riverton, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Community Development and Renewal Agency of Riverton

UNIFIED FIRE SERVICE AREA

Chair

ATTEST:

Clerk

Attorney Review for the Area:

The undersigned, an attorney for the Unified Fire Service Area, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for the Unified Fire Service Area

WESTERN COMMERCIAL DISTRICT COMMUNITY DEVELOPMENT DRAFT PROJECT AREA PLAN

The Redevelopment Agency of Riverton Utah

September 2015

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SECTION 1: INTRODUCTION

The Redevelopment Agency of Riverton, Utah (the "Agency"), following thorough consideration of the needs and desires of Riverton City (the 'City") and its residents, as well as the City's capacity for new development, has carefully crafted this Project Area Plan (the "Plan") for the Western Commercial District Community Development Project Area (the "Project Area"). This Plan is the end result of a comprehensive evaluation of the types of appropriate land-uses and economic development for the land encompassed by the Project Area which lies between the Mountain View Corridor, Bangerter Hwy 12600 South 13400 South. The Plan is envisioned to define the methods and means of development for the Project Area from its current state to a higher and better use. The City has determined that it is in the best interest of its citizens to assist in the development of the Project Area. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents of the City and other taxing districts.

The Project is being undertaken as a community development project pursuant to certain provisions of Chapters 1 and 4 of the Utah Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act (the "Act", Utah Code Annotated ("UCA") Title 17C). The requirements of the Act, including notice and hearing obligations, have been scrupulously observed at all times throughout the establishment of the Project Area.

SECTION 2: DEFINITIONS

As used in this plan

- 2.1 "Act" means Title 17C of the Utah Code Annotated ("UCA") 1953, as amended: the Utah Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, as amended, or such successor law or act as may from time to time be enacted.
- 2.2 "Agency" means the Redevelopment Agency of Riverton City, created and operating pursuant to UCA 17C-1-201 and its predecessor or successor statues, as designated by Riverton City to act as a redevelopment agency.
- 2.3 "Agency Board" or "Board" means the governing body of the Redevelopment Agency of Riverton City.
- 2.4 "Base Taxable Value" has the same meaning that it bears in the Act (UCA 17C-1-102(6)). "Base Taxable Value" is synonymous with "Base Year Taxable Value", "Base Year Value", and "Base Value".
- 2.5 "Base Tax Amount" means a sum equal to the tax revenue arising from the Project Area during the Base Year, which is calculated as the product of the Base Taxable Value and the certified tax rate in effect during the Base Year.
- 2.6 "Base Year" means the Tax Year during which the Project Area Budget is approved pursuant to UCA 17C-1-102 (6) (a).

- 2.7 "Bond" means any bonds, notes, interim certificates, or other obligations issued by an agency.
- 2.8 "City" means Riverton City, a political subdivision of the State of Utah.
- 2.9 "County" means Salt Lake County, a political subdivision of the State of Utah.
- 2.10 "Comprehensive General Plan" or "General Plan" means the general plan adopted by the City under the provisions of UCA 10-9a-401
- 2.11 "Community Development" means development activities within a community, including the encouragement, promotion, or provision of development.
- 2.12 "Community Development Plan" means a project area plan, as defined by UCA 17C-1-102(35) of the Act, designed to foster community development, as defined in UCA 17C-1-102(15) of the Act, developed by the Agency and adopted by ordinance of the governing body of the City, to guide and control community development undertakings in a specific project area.
- 2.13 "Governing Body" means (a) in reference to the Redevelopment Agency of Riverton City, the Board of the Redevelopment Agency of Riverton City, or, (b) if used in reference to Riverton City, it means the City Council of Riverton City
- 2.14 "Project Area" means the Western Commercial District Community Development Project Area, as selected by resolution of the Agency.
- 2.15 "Property Taxes" includes all levies on an ad valorem basis upon land, real property, personal property, or any other property, tangible or intangible.
- 2.16 "Taxing Entitles" means the public entities, including the state, any county, and city, any school district, special district, or other public body, which levy property taxes on any parcel or parcels of property located within the Project Area.
- 2.17 "Tax increment" means that portion of the levied taxes each year in excess of the base tax amount, which excess amount is paid into a special fund of the Agency, pursuant to UCA 17C-1-102(44)(a) and Part 4 of UCA Chapter 17C-1, as amended.
- 2.18 "Tax Year" means the 12 month period between sequential tax role equalizations (November 1st through October 31st) of the following year, e.g., the Nov. 1, 2014 Oct. 31 2015 tax year).

SECTION 3: DESCRIPTION OF COMMUNITY DEVELOPMENT PROJECT AREA

The Project Area lies entirely within the boundaries of the City and is located on the southwest side of the City, between the Mountain View Corridor, Bangerter Hwy, 12600 South and 13400 South. This area in particular receives significant vehicle traffic on a daily basis which creates both opportunity and increased service demand. The property encompasses approximately 689.096 acres of land.

- As delineated in the office of the Salt Lake County Recorder, the Project Area encompasses all of the parcels detailed in Appendix A: Property Description
- A map and legal description of the Project Area are attached hereto in <u>APPENDIX B</u>.

SECTION 4: PROJECT AREA CHARACTERISTICS AND HOW THEY WILL BE AFFECTED BY COMMUNITY DEVELOPMENT

LAND USES IN THE PROJECT AREA

The Project Area currently consists primarily of vacant underutilized tax exempt land. The Project Area is designated for Commercial land use. This Plan is consistent with the General Plan of the City and promotes economic activity by virtue of the land uses contemplated.

Any zoning change, amendment or conditional use permit necessary to the successful development contemplated by this Plan shall be undertaken in accordance with the requirements of the revised Ordinances of Riverton City, and all other applicable laws including all goals and objectives in the City's General Plan.

LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

The layout of principle streets within the Project Area are outlined in APPENDIX B - MAP, AND LEGAL **DESCRIPTION.**

POPULATION IN THE PROJECT AREA

The Project area was laid out in order to create the least amount of disruption to existing residential structures. Currently there are no residential structures within the Project Area.

BUILDING INTENSITIES IN THE PROJECT AREA

Any new development within the Project Area will be required to meet all current or amended zoning requirements and design or development standards.

SECTION 5: STANDARDS THAT WILL GUIDE COMMUNITY DEVELOPMENT

DEVELOPMENT OBJECTIVES

The Agency and City desire to maintain a high-quality development as a commercial focal point to the City. The Agency and City want to guide development in order to ensure development standards blend harmoniously with the character of the City.

DESIGN OBJECTIVES

Development within the Project Area will be held to the highest quality design and construction standards, subject to (1) appropriate elements of the City's General Plan; (2) the planning and zoning ordinances of the City; (3) other applicable building codes and ordinances of the City; (4) and Agency review to ensure consistency with this Plan.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, off-street parking to be provided, and any other data determined to be necessary or requested by the City or the Agency.

All development shall provide an attractive environment, blend harmoniously with the adjoining areas, and provide for the optimum amount of open space and well-landscaped area in relation to the new buildings. In addition, it shall maintain maximum availability of off-street parking, and comply with the provisions of this Plan.

APPROVALS

The Agency may have the right to approve the design and construction documents of any development within the Project Area to ensure that any development within the Project Area is consistent with this Project Area Plan.

SECTION 6: HOW THE PURPOSES OF THE STATE LAW WOULD BE ATTAINED BY COMMUNITY DEVELOPMENT

It is the intent of the Agency, with possible assistance from the City and in participation with potential developers and property owners, to accomplish this Project Area Plan, which will include development contemplated in this Project Area Plan. This will include the construction of public infrastructure, and the appropriate use of incentives permitted under the Act, to maximize this development as beneficial to the citizens of the City and the surrounding communities. This will strengthen the community's tax base through the provision of necessary goods and services demanded within the community and in furtherance of the objectives set forth in this Plan.

SECTION 7: HOW THE PLAN IS CONSISTENT WITH THE COMMUNITY'S GENERAL PLAN

This Plan and the development contemplated thereby shall conform to the City's General Plan and land use regulations.

SECTION 8: DESCRIPTION OF THE SPECIFIC PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT

The primary development within the Project Area is the construction of the new regional mixed-use commercial development. The objectives of the Agency includes pursuing development of vacant parcels of property within the Project Area and installation and upgrade of public utilities in the Project Area, which will result in an economic increase to the Agency and City.

SECTION 9:WAYS IN WHICH PRIVATE DEVELOPERS WILL BE SELECTED TO UNDERTAKE THE COMMUNITY DEVELOPMENT

The City and Agency will select or approve such development as solicited or presented to the Agency and City that meets the development objectives set forth in this plan. The City and Agency retain the right to approve or reject any such development plan(s) that in their judgment do not meet the development intent for the Project Area. The City and Agency may choose to solicit development through an RFP or RFQ process, through targeted solicitation to specific industries, from inquiries to the City, EDC Utah, and/or from other such references.

The City and Agency will ensure that all development conforms to this plan and is approved by the City. All potential developers will need to provide a thorough development plan including sufficient financial information to provide the City and Agency with confidence in the sustainability of the development and the developer. Such a review may include a series of studies and reviews including reviews of the Developers financial statements, third-party verification of benefit of the development to the City, appraisal reports, etc.

Any participation between the Agency and developers and property owners shall be by an approved agreement.

SECTION 10: REASONS FOR THE SELECTION OF THE PROJECT AREA

The Western Commercial District Project Area was selected by the Agency as an area within Riverton City that presents an opportunity to strengthen the economic base of the City and fulfill a public need through the investment of private capital. Boundaries of the Project Area were determined by the Agency after a review of a study area by members if the City's economic development committee, staff, and consultant.

SECTION 11: DESCRIPTIONS OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA

There are no residents located within the Project Area, therefore no meaningful demographics would be available to describe social conditions within the Project Area. The Project Area consists of approximately 689.096 acres of property. The Agency wants to encourage upgrades and improvements as applicable to the existing economic base of the City.

SECTION 12: DESCRIPTIONS OF SOME INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED IN THE PROJECT AREA

The following generally describes incentives which the Agency intends to offer within the Project Area to developers, participants, or property owners as incentives to improve and develop property within the Project Area:

- 1. The Agency intends to use the tax increment approved by agreement with the Taxing Entities for public infrastructure improvements, land purchase, building renovation or upgrades, certain offsite improvements, and other improvements as approved by the Agency.
- 2. Payments made to a developer/participant pursuant to agreements between the developer/participant and the Agency.
- 3. Expenditures approved and outlined in the adopted Project Area Budget.

Except where the Agency issues Bonds or otherwise borrows or receives funds, the Agency expects to pay the City, developers, or participants for the agreed amounts, in the agreed upon time frame to the extent the tax increment funds are received and available.

SECTION 13: PLAN RESTRICTIONS

13.1 Eminent Domain

This Community Development Project Area Plan does not allow the Agency to acquire real property through the use of eminent domain.

13.2 Tax increment

Use of tax increment is subject to approval of the Agency's Project Area Budget through an interlocal agreement with any Taxing Entity that levies a certified tax rate within the Project Area. The use of tax increment is essential in meeting the objectives of this Plan.

SECTION 14: TECHNIQUES TO ACHIEVE THE PURPOSES OF THE COMMUNITY DEVELOPMENT AND RENEWAL ACT, AND THIS PLAN.

The Agency will meet the purpose of the Community Development and Renewal Act, and this plan by implementing the following objectives:

14.1 Acquisition of Real Property

The Agency may acquire, but is not required to acquire, real property located in the Project Area, by gift, devise, exchange, purchase, or any other lawful method. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, and rights of way. The Agency shall not acquire real property without the consent of the owner.

14.2 Acquisition of Personal Property

Generally personal property shall not be acquired. However, where necessary in the execution of this Plan, the Agency is authorized to acquire personal property in the Project Area by any lawful means.

14.3 Cooperation with the Community and Public Bodies

The community and certain public bodies are authorized by state law to aid and cooperate, with or without consideration, in the planning, undertaking, construction, operation or implementation of this Project. The Agency shall seek the aid and cooperation of such public bodies in order to accomplish the purposes of Community Development and the highest public good, including approval of the Project Area Budget, and participation in the funding of the Project Area by an interlocal agreement.

14.4 Property Management

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for economic development purposes.

14.5 Property Disposition and Development

The Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area as necessary to carry out the purposes of this Community Development Plan. The Agency is authorized to install and construct, or to cause to be installed and constructed, public improvements, public facilities, and public utilities, within and without the Project Area, not prohibited by law, which are necessary to carry out this Community Development Plan; and in accordance with the terms and conditions of any existing agreements with the private developers and the approved Project Area Budget and interlocal agreements. The Agency is authorized to prepare or to cause to be prepared as building sites any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structures that may remain in the Project Area.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage, deed, trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in the Plan. Real property may be conveyed by the Agency to the City or any other public body without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention or use of property for speculative purposes and to insure that the development is carried our pursuant to this Community Development Plan. All purchasers or lessees of property shall be made obligated to use the property for the purposes designated in this Community Development Plan, to begin and complete development of property within a period of time, which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

14.6 Development

The objectives of the Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out community development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, any real property sold, leased or conveyed by the Agency, as well as any property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City Ordinance, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants

running with land, rights of reverter, conditions subsequent, equitable servitudes, or any other provisions necessary to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or without the Project Area for itself or any public body or public entity to the extent that such improvement would be a benefit to the Project Area. During the period of development in the Project Area, the Agency shall insure that the provisions of this Plan and of other documents formulated by the Agency pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers, both public and private, may be submitted to the City for approval and architectural review. All economic development must conform to this Plan and all applicable federal, state, and local laws.

SECTION 15: PROPOSED METHOD OF FINANCING

15.1 Authorization

The Agency is authorized to finance this project with financial assistance from the Taxing Entitles, property tax increments which accrue within the Project Area, interest income, Agency bonds, or any other available source of revenue.

15.2 Tax Increment

Briefly stated, the tax increment that will be available under this Plan are determined in the following manner. After this Plan is adopted, the total taxable value of property within the Project Area is determined using the taxable values shown on the last equalized assessment roll prior to the adoption of the Plan. For purposes of this Plan, the base year value last equalized shall be January 1, 2015. This provides a base figure. To the extent the taxable values of property within the Project Area increase above this base figure, application of prevailing tax rates to the increased property value above the base figure yields "tax increments." These tax increments arise only with respect to property located in the Project Area. Other Taxing Entities continue to be entitled to receive the tax revenue that result from application of prevailing tax rates up to the base figure of taxable property value. In accordance with law, the Agency will prepare a Project Budget outlining the expense and revenue for this Project. Once adopted by the Agency, the Agency will be required to obtain the consent by an interlocal agreement with each Taxing Entity allowing the Agency to take any portion of the available tax increment.

15.3 Collection Period

The applicable length of time or number of years for which the Agency is to be paid tax increment shall be subject to the approved interlocal agreement.

Pursuant to the Community Development and Renewal Act, taxes levied upon taxable property within the Project Area each year by or for the benefit of the State of Utah and the Taxing Entities after the effective date of the ordinance approving this Plan shall be paid to the Agency in accordance with the terms and conditions of the approved inter-local agreement.

15.4 City Funding or Loans

Operating capital for administration and developer participation in the Project has been and may be provided by the City until adequate tax increments or other funds are available or sufficiently assured to repay the loans and/or to permit borrowing adequate working capital from sources other than Riverton City. Advances and loans from the City or the Redevelopment Agency may bear a reasonable rate of interest.

SECTION 16: PROVISIONS FOR AMENDING THE COMMUNITY DEVELOPMENT PLAN

This Plan may be amended or modified any time by the Agency by means of the procedures established in the act, its successor statutes, or any other procedure established by law.

SECTION 17: NECESSARY AND APPROPRIATE ANALYSIS

Authority to take action or enter into agreements under this Plan shall be vested exclusively in the Agency's Governing Board. The Agency's Governing Board shall be authorized to delegate this authority pursuant to resolutions approved by the Board. The administration and enforcement of this Plan and any documents implementing this Plan shall be performed by the Agency and/or City.

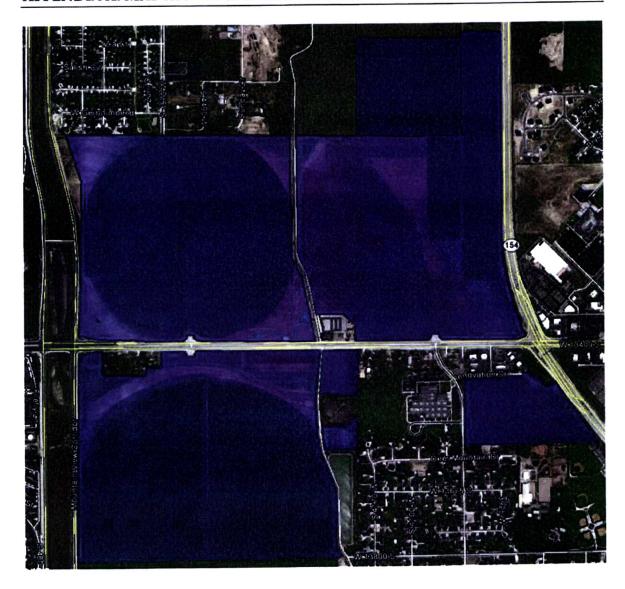
The provisions of this Plan or other documents entered into pursuant to this Plan may also be enforced by litigation by either the Agency or the City. Such remedies may include, but are not limited to, specific performance, damages, re-entry, injunctions, or any other remedies appropriate to the purposes of this Plan. In addition, agreements or any recorded provisions which are expressly for the benefit of owners of property in the project Area may be enforced by such owners.

The particulars of any contemplated development will be set out in a participation agreement between the Agency and the participant requesting assistance.

Before any future development agreement or participation agreement under the Plan may be entered into and/or executed by the Agency, the Agency may hold a public hearing on the proposed agreement. The Agency may prepare or require the developer/participant to prepare a feasibility analysis and a necessary and appropriate analysis with respect to all new projects being proposed and with respect to the ongoing feasibility of the overall Project being implemented pursuant to this Plan. The purpose of this provision is to assure that the feasibility, necessity, appropriateness, the nature, extent of, and need for any public subsidy or other assistance, and the likely public benefit of new projects is reviewed on their own merits and in the context of implementing this Plan as a whole before any particular projects are approved, thereby assuring that substantial and effective measures are being taken, or have been taken, that are reasonably designed to mitigate any harm, damage, or disadvantage as may be suffered as a result of development within the Project Area by owners of property, or tenants within the Project Area.

APPENDIX A: PROPERTY OWNERS

Parcel_ID	Consc			
reado	Corporation of the Presiding Bishopric of the Church of Jesus			
33-06-200-069	Christ of Latter Day Saints			
	Corporation of the Presiding Bishopric of the Church of Jesus			
33-06-200-067	Christ of Latter Day Saints			
	Corporation of the Presiding Bishopric of the Church of Jesus			
33-05-100-026	Christ of Latter Day Saints			
	Corporation of the Presiding Bishopric of the Church of Jesus			
33-06-100-044-4001	Christ of Latter Day Saints			
	Corporation of the Presiding Bishopric of the Church of Jesus			
33-06-100-015	Christ of Latter Day Saints			
	Corporation of the Presiding Bishopric of the Church of Jesus			
33-06-100-036	Christ of Latter Day Saints			
	Corporation of the Presiding Bishopric of the Church of Jesus			
33-06-100-046	Christ of Latter Day Saints			
	Corporation of the Presiding Bishopric of the Church of Jesus			
33-06-100-047	Christ of Latter Day Saints			
	Corporation of the Presiding Bishopric of the Church of Jesus			
33-06-200-055	Christ of Latter Day Saints			
	Corporation of the Presiding Bishopric of the Church of Jesus			
27-31-400-022	Christ of Latter Day Saints			
	Corporation of the Presiding Bishopric of the Church of Jesus			
27-32-300-029	Christ of Latter Day Saints			
	Corporation of the Presiding Bishopric of the Church of Jesus			
27-32-151-002	Christ of Latter Day Saints			
27-31-200-065	Board of Education of Jordan School District			
27-31-200-064	Board of Education of Jordan School District			
2, 42 200 401	Corporation of the Presiding Bishopric of the Church of Jesus			
27-31-300-011	Christ of Latter Day Saints			



Western Commercial District CDA Legal Description

School District Parcel #1

Beginning at a point which is N00°20'55"E 618.25 feet along the Section Line from the East Quarter Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence N89°40'42"W 1327.95 feet; thence N00°19'18"E 613.33 feet to a fence corner; thence S89°53'52"E 1302.00 feet along a fence to a fence corner; thence N84°41'47"E 26.38 feet along a fence and its extension to the Section Line; thence S00°20'55"W 620.91 feet along the Section Line to the point of beginning.

Contains 18.78 Acres

School District Parcel #2

Beginning at the East Quarter Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence N89°30'59"W 1327.66 feet along the Quarter Section Line; thence N0°19'18¹¹E 614.50 feet; thence S89°40'42"E 1327.95 feet to the Section Line; thence S00°20'55"W 618.25 feet along the Section Line to the point of beginning.

Contains 18.79 Acres

North West Pivot Parcel

BEGINNING AT THE CENTER OF SECTION MONUMENT FOR SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH AND RUNNING THENCE SOUTH89°31'03"EAST 508.33 FEET ALONG THE QUARTER SECTION LINE TO THE WEST LINE OF THE WELBY CANAL AS DEFINED IN DOCUMENT ENTRY NO. 7502870; THENCE ALONG SAID CANAL THE FOLLOWING COURSES AND DISTANCES: SOUTHO*35'01"EAST 48.08 FEET, SOUTHO1*22'54"EAST 216.06 FEET, SOUTH04°03'53"WEST 43.06 FEET, SOUTH0°26'02"WEST 136.53 FEET, SOUTH03°42'25"EAST 48.61 FEET, SOUTHO*11'42"WEST 245.31 FEET, SOUTHO1*21'22"EAST 333.34 FEET, SOUTHO*05'39'EAST 369.70 FEET, SOUTH07°12'16'EAST 97.74 FEET, SOUTH14°39'01"EAST 50.07 FEET, SOUTH22°05'46"EAST 51.77 FEET, SOUTH28°08'34"EAST 97.81 FEET, SOUTH22°52'37"EAST 94.43 FEET, SOUTH13°04'33"EAST 295.98 FEET, SOUTH11°27'03"EAST 493.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13400 SOUTH STREET; THENCE NORTH89°48'35"WEST 826.64 FEET; THENCE NORTH89°48'47"WEST 1060.80 FEET TO THE PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE MOUNTAIN VIEW CORRIDOR; THENCE ALONG SAID LINE THE FOLLOWING COURSES AND DISTANCES: NORTHO*01'46"WEST 3.40 FEET, NORTH89*55'00"WEST 73.23 FEET, NORTH89*48'43'WEST 55.753 FEET, NORTH87°16'17"WEST 52.05 FEET, NORTH86"29'14"WEST 105.88 FEET, NORTH84°56'44"WEST 105.88 FEET, NORTHO4°45'17"EAST 6.45 FEET, NORTH85°14'43"WEST 58.96 FEET, SOUTHO4°45'17"WEST 6.45 FEET, NORTH86°20'14"WEST 78.08 FEET, NORTH87°26'08"WEST 78.08 FEET, NORTH88°28'05"WEST 68.72 FEET, NORTH89°26'15"WEST 69.14 FEET, NORTH89°55'04"WEST 90.78 FEET, NORTH78°39'45"WEST 230.08 FEET, NORTH89°55'32"WEST 30.84 FEET, NORTH02°16'04"EAST 619.80 FEET, NORTH11°47'26"EAST 238.89 FEET, NORTH03°48'01"WEST 588.90 FEET, NORTH21°41'43"WEST 321.97 FEET, NORTH13°52'13"WEST 797.10 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH 89°31'13"EAST 2442.31 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINING 164.857 ACRES.

North East Pivot Parcel

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH AND RUNNING THENCE NORTHO°21'31"EAST 1311.43 FEET ALONG THE WEST LINE OF SAID SECTION TO A 1/16TH LINE; THENCE SOUTH89°59'12"EAST ALONG SAID LINE 494.79 FEET TO THE WEST LINE OF THE BANGERTER HIGHWAY; THENCE ALONG SAID LINE THE FOLLOWING COURSES AND DISTANCES: SOUTHO 03'43"WEST 544.14 FEET TO A RIGHT-OF-WAY MONUMENT, SOUTHO *03 '43" WEST 2239.29 FEET TO A RIGHT-OF-WAY MONUMENT AND A POINT OF CURVATURE TO A 3379.27-FOOT RADIUS CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE FOR A DISTANCE OF 543.24 FEET, (CHORD BEARING AND DISTANCE = SOUTH11°17'58"EAST 542.65 FEET), SOUTH13°01'29"EAST 203.89 FEET TO A POINT OF CURVATURE TO THE LEFT (CHORD BEARING AND DISTANCE = NORTH22°44'34"EAST 404.26 FEET) TO THE NORTH SIDE OF 13400 SOUTH STREET; THENCE NORTH89°58'29"WEST 122.35 FEET ALONG SAID LINE TO THE RIGHT OF WAY MONUMENT; THENCE SOUTHO 00'00" EAST 0.97 FEET; THENCE NORTH89°39'57"WEST 235.41; THENCE SOUTH0°20'03"WEST 49.73 FEET TO THE SECTION LINE; THENCE NORTH89°48'52"WEST 59.07 FEET ALONG SAID LINE; THENCE NORTH0°05'06"EAST 57.16 FEET; THENCE SOUTH89°50'13"WEST 408.11 FEET; THENCE NORTH89°48'32"WEST 1350.79 FEET; THENCE LEAVING SAID STREET NORTHO°14'25"EAST 206.10 FEET; THENCE NORTH49°39'39"WEST 196.10 FEET; THENCE SOUTH89°50'20"WEST 343.41 FEET TO THE EASTERLY LINE OF THE WELBY CANAL PROPERTY AS DEFINED IN DOCUMENT ENTRY NO.7502870; THENCE ALONG SAID LINE NORTH11°27'03"WEST 166.60 FEET, NORTH13°04'33"WEST 300.93 FEET, NORTH22°52'37"WEST 100.95 FEET, NORTH28°08'234"WEST 97.47 FEET, NORTH22°05'46"WEST 45.93 FEET, NORTH14°39'01"WEST 43.62 FEET, NORTH07°12'16"WEST 91.44 FEET, NORTHO*05'39"WEST 367.17 FEET, NORTH01*21'22"WEST 333.22 FEET, NORTHO*11'42"EAST 246.33 FEET, NORTHO3*42'25"WEST 48.51 FEET, NORTHO*26'02"EAST 133.17 FEET, NORTH04°03'53"EAST 43.84 FEET, NORTH01°22'54"WEST 218.07 FEET, NORTH0°35'01"WEST 46.81 FEET TO THE SECTION LINE; THENCE SOUTH89°31'03"EAST 2098.02 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINING 163.03 Acres

South Pivot Parcel

BEGINNING AT A POINT WHICH IS SOUTH 0°16'25" EAST 45.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, BASIS OF BEARING IS NORTH 89°48'47" WEST BETWEEN THE NORTH QUARTER CORNER OF SECTION 6 AND THE NORTHWEST CORNER OF SAID SECTION 6 AND RUNNING THENCE ALONG THE SOUTH LINE OF 13400 SOUTH STREET THE FOLLOWING COURSES AND DISTANCES: SOUTH 89°49'27" EAST 55.98 FEET, CURVE TO THE RIGHT, RADIUS = 2361.00 FEET, ARC = 56.04 FEET, CHORD BEARING AND DISTANCE = SOUTH 89°07'59" EAST 56.04 FEET, SOUTH 88°27'11" EAST 617.16 FEET, CURVE TO THE LEFT, RADIUS = 2439.00, ARC = 65.85, CHORD BEARING AND DISTANCE = SOUTH 89°13'36" EAST 65.85 FEET, NORTH 90°00'00" EAST 44.11 FEET TO THE WEST LINE OF THE PROVO RESERVOIR CANAL; THENCE ALONG SAID LINE SOUTH 0°02'54" EAST 34.90 FEET, SOUTH 04°42'22" WEST 427.97 FEET, SOUTH 06°07'09" WEST 19.62 FEET, SOUTH 04°56'39" WEST 116.10 FEET, SOUTH 01°31'26" WEST 114.94 FEET, SOUTH 03°33'13" EAST 85.79 FEET, SOUTH 04°49'22" EAST 397.90 FEET TO THE PROPERTY OWNED BY THE CITY OF RIVERTON, ENTRY NO. 10410754; THENCE ALONG SAID LINE

SOUTH 81°24'06" WEST 20.23 FEET, SOUTH 08°35'54" EAST 78.27 FEET, SOUTH 22°22'32" EAST 296.56 FEET SOUTH 25°11'03" EAST 106,56 FEET SOUTH 20° 04'29" EAST 100,35 FEET. SOUTH 05°15'41" EAST 107.69 FEET, SOUTH 0°24'02" WEST 525.27 FEET, SOUTH 06°59'42" EAST 109.21 FEET, SOUTH 25°34'15" EAST 112.81 FEET, SOUTH 89°50'58" EAST 24.20 FEET; THENCE LEAVING SAID PROPERTY AND FOLLOWING ALONG THE WEST RIGHT-OF-WAY LINE OF THE PROVO RESERVOIR CANAL SOUTH 33°11'55" EAST 131.19 FEET, CURVE TO THE RIGHT, ARC = 260.93 FEET, CHORD BEARING AND DISTANCE = SOUTH 06°16'53" EAST 256.68 FEET, RADIUS = 416.50 FEET, CURVE TO THE LEFT, ARC = 120.63 FEET, RADIUS = 316.50, CHORD BEARING AND DISTANCE = SOUTH 09°43'03" WEST 119.90 FEET, SOUTH 01°12'03" EAST 236.80 FEET, CURVE TO THE LEFT, ARC = 197.64 FEET, RADIUS = 416.50 FEET, CHORD BEARING AND DISTANCE = SOUTH 14°47'43" EAST 195.79 FEET, SOUTH 27°32'12" EAST 155.63 FEET, SOUTH 26°33'53" EAST 103.31 FEET, SOUTH 30°37'30" EAST 106.96 FEET, SOUTH 28°31'46" EAST 115.09 FEET, SOUTH 29°35'10" EAST 33.08 FEET; THENCE LEAVING SAID LINE SOUTH 89°59'44" WEST 1463.88 FEET, SOUTH 0°16'25" EAST 99.91 FEET ALONG THE QUARTER SECTION LINE: THENCE SOUTH 89°59'44" WEST 1322.09 FEET; THENCE NORTH 0°21'29" WEST 100.00 FEET; THENCE SOUTH 89°59'44" WEST 855.76 FEET TO THE EASTERLY LINE OF THE PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION; THENCE ALONG SAID LINE CURVE TO THE RIGHT, RADIUS = 4480.00 FEET, ARC = 276.40 FEET, CHORD BEARING AND DISTANCE = NORTH 02°12'29" WEST 276.35 FEET, NORTH 0°26'26" WEST 1625.088 FEET, NORTH 03°20'26" EAST 400.51 FEET, CURVE TO THE LEFT, RADIUS = 15,241.00 FEET, ARC = 412.74 FEET, CHORD BEARING AND DISTANCE = NORTH 0°20'07" EAST 412.73 FEET. NORTH 0°26'26" WEST 943.66 FEET, NORTH 05°55'18" EAST 257.76 FEET, NORTH 78°43'37" EAST 195.01 FEET; THENCE SOUTH 89°46'40" EAST 76.75 FEET; THENCE LEAVING SAID LINE SOUTH 0°21'35" EAST 297.37 FEET; THENCE SOUTH 89°48'47" EAST 540.65 FEET; THENCE NORTH 0°21'38" WEST 92.98 FEET; THENCE SOUTH 89°48'47" EAST 187.72 FEET; THENCE NORTH 0°21'04" WEST 204.75 FEET TO THE SOUTHERLY LINE OF 13400 SOUTH STREET; THENCE ALONG SAID LINE SOUTH 89°52'27" EAST 341.51 FEET; THENCE NORTH 0°15'03" WEST 14.90 FEET THENCE SOUTH 89°48'47" EAST 799.31 FEET TO THE POINT OF BEGINNING,

CONTAINING 287.584 ACRES.

Less and excepting that portion of property located in Herriman City.

Drainage Pond Parcel

BEGINNING AT A POINT WHICH IS NORTH 89°48'35" WEST 1326.43 FEET ALONG THE SECTION LINE AND SOUTH 0°16'10" EAST 57.00 FEET FROM THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH AND RUNNING THENCE SOUTH 0°16'10" EAST 388.85 FEET; THENCE NORTH 89°48'35" WEST 10.80 FEET; THENCE SOUTH 0°53'40" WEST 882.04 FEET; THENCE NORTH 89°06'20" WEST 414.70 FEET TO THE EASTERLY LINE OF THE PROVO RESERVOIR CANAL; THENCE ALONG SAID LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: NORTH 22°37'25" WEST 17.77 FEET, NORTH 04°35'30" WEST 554.80 FEET, NORTH 03°51'05" EAST 695.26 FEET TO THE SOUTH LINE OF 13400 SOUTH STREET; THENCE ALONG SAID LINE NORTH 90°00'00" EAST 86.66 FEET TO A POINT OF CURVATURE TO A 1270.00-FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY ALONG SAID CURVE 72.95 FEET, (CHORD BEARING AND DISTANCE = NORTH 88°21'11" EAST 72.94 FEET); THENCE SOUTH 89°48'35" EAST 282.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.23 ACRES.

(Less and excepting: Parcel No. 0182:112J, Project No. MP-0182(6), Affecting Tax ID. No. 33-06-200-048;

A parcel of land, in fee for a drainage facility incident to the construction of a highway known as Project No. MP-0182(6), being part of an entire tract of property, situate in Lot 2 of Section 6, T. 4 S., R. 1 W., S.L.B. & M.

The boundaries of said parcel of land are described as follows:

Beginning at a point in the easterly boundary of said entire tract at a point 1,316.99 ft. S. 89°48′32″ E. along the section line and 644.32 ft. S. 0°11′28″ W. from the North Quarter Corner of said Section 6; and running thence S. 0°53′43″ W. 236.05 ft. along said easterly boundary line; thence S. 44°45′07″ W. 212.44 ft.; thence S. 89°45′07″ W. 280.67 ft.; thence S. 4°55′01″ E. 258.08 ft.; thence S. 13°18′18″ E. 32.79 ft. to a point in the southerly boundary of said entire tract; thence N. 89°06′17″ W. 21.06 ft. along said southerly boundary line to the southwest corner of said entire tract; thence along the westerly boundary line of said entire tract for the following three (3) courses 1) N. 22°51′44″ W. 17.63 ft. 2) N. 4°29′48″ W. 561.01 ft. 3) N. 4°22′31″ E. 122.47 ft thence leaving said westerly boundary line S. 86°50′48″ E. 385.09 ft; thence N. 89°45′07″ E 82.31 ft. to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land

Contains 178,496 square feet in area or 4.098 acres, more or less.)

(Note: Rotate all bearings in the above description 0°14′53" clockwise to match the above said Right of Way Control Line.)

Sorenson Bangerter Parcel

BEGINNING AT A POINT WHICH IS NORTH 0°03'19" WEST 1394.40 FEET ALONG THE SECTION LINE AND NORTH 89°56'41" EAST 33.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 5, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 831, DEER MOUNTAIN NO. 8 SUBDIVISION, AND RUNNING THENCE NORTH 0°03'19" WEST PARALLEL TO THE SECTION LINE 856.38 FEET TO THE SOUTH LINE OF INNOVATION OFFICE PARK, PLAT 1; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING COURSES AND DISTANCES: (1) NORTH 90°00'00" EAST 670.52 FEET TO A CURVE TO THE RIGHT WITH A 350-FOOT RADIUS: (2) ALONG SAID CURVE 64.64 FEET THROUGH A CENTRAL ANGLE OF 10°34'52" (CHORD BEARS SOUTH 84°42'34" EAST 64.54 FEET); (3) NORTH 0°00'00" EAST 60.88 FEET TO A NON-TANGENT CURVE TO THE RIGHT WITH A 410.00-FOOT RADIUS; (4) ALONG SAID CURVE, 329.62 FEET THROUGH A CENTRAL ANGLE OF 46°03'45" (CHORD BEARS SOUTH 57°57'00" EAST 320.81 FEET); (5) SOUTH 34°55'08" EAST 37.27 FEET; (6) NORTH 55°00'0" EAST 127.86 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE BANGERTER HIGHWAY AND TO A POINT ON A NON-TANGENT CURVE TO THE LEFT WITH A 3385.82-FOOT RADIUS; THENCE ALONG SAID RIGHT-OF-WAY LINE OF THE BANGERTER HIGHWAY THE FOLLOWING COURSES AND DISTANCES: (1) ALONG SAID CURVE 22.28 FEET THROUGH A CENTRAL ANGLE OF 0°22'37" (CHORD BEARS SOUTH 36°54'35" EAST 22.28 FEET); (2) SOUTH 34°55'08" EAST 254.55 FEET: (3) SOUTH 34°55'12" EAST 683.87 FEET TO THE NORTH LINE OF REMAINDER PARCEL 1, ROSE CREEK CROSSING; THENCE NORTH 89°55'36" WEST 392.48 FEET ALONG SAID NORTH LINE TO A 1/16TH CORNER; THENCE SOUTH 00°06'10" WEST 0.38 FEET TO THE NORTH LINE OF DEER MOUNTAIN NO. 8 EXTENDED (ACCORDING TO REMAINDER PARCEL 1, ROSE CREEK CROSSING); THENCE NORTH 89°51'12" WEST 1290.03 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

CONTAINING 26.923 ACRES.

EXHIBIT B

FUTURE ROADWAY CAPITAL PROJECTS FOR ACCESS TO CENTERCAL PROJECT

			C	TO GETTIETONE I TOSECT					
	_		Construction		Engineering	Storm Drain	Culinary	Secondary	
Street	From	То	Cost	ROW Costs	Costs Roads	Cost	Water Cost	Water Cost	Total Cost
4150 West	12600 South	13200 South	\$3,254,398	\$281,600	\$382,870				\$3,918,868
4150 West	13200 South	13400 South	\$1,872,662	\$0		\$2,082,886	\$1,047,359	\$1,047,359	
4200 West	13200 South	13400 South	\$1,612,697		\$189,729		\$280,409	\$246,514	\$2,329,349
4570 West	13000 South	13200 South	\$1,058,058		\$124,477		V	V 2.10,52.1	\$1,182,536
4500 West	13400 South	13800 South	\$2,282,639		\$268,546		\$639,703	\$325,398	\$3,914,842
13200 South	Mountain View	Welby Jacobs	\$4,543,302		\$474,084		¥000,, 00	- +323,330	\$5,017,386
13200 South	Welby Jacobs	4050 West	\$2,196,975				\$464,678	\$519,920	\$3,440,041
Mountain View	13200 South	Interchange	\$406,158				\$ 10 1,070	\$313,320	\$453,941
12500 South	Bridge	4200 West	\$324,360						\$362,520
Relocate Rose Creek	Mountain View	4200 West	\$1,443,687						\$1,613,533
		Total	\$17,551,250			\$2,481,442	\$2,432,149	\$2,139,190	\$28,503,595

UNIFIED FIRE SERVICE AREA Resolution No. 10-A of 2016

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE UNIFIED FIRE SERVICE AREA ("UFSA") SUPPORTING THE RIVERTON WESTERN COMMERCIAL DISTRICT COMMUNITY DEVELOPMENT PROJECT (the "PROJECT") AND AUTHORIZING PARTICIPATION IN THE PROJECT THROUGH THE DIVERSION OF SEVENTY FIVE (75) PERCENT OF THE AVAILABLE TAX INCREMENT FOR THE PERIOD OF TWENTY YEARS FROM TAX YEAR 2020 THROUGH 2039, INCLUSIVE, SUBJECT TO A MAXIMUM CUMULATIVE DIVERSION OF NINE MILLION, FOUR HUNDRED NINETY TWO THOUSAND, FIVE HUNDRED EIGHTY SIX DOLLARS AS SHOWN ON THE PROPOSED PROJECT AREA BUDGET.

WHEREAS, Riverton City through its Community Development and Renewal Agency Agency (the "CDA") has adopted a Community Development Plan for the area known as the Western Commercial District Community Development Project Area (the "Project");

WHEREAS, the CDA desires UFSA to participate through the diversion of property tax increment in the Project;

WHEREAS, it is deemed to be in the best interests of the citizens of Riverton and UFSA is the development of the Project Area;

WHEREAS, UFSA has analyzed the proposed Project and the proposed Porject

Area and concluded it is in the best interests of UFSA to participate through the diversion

of tax increment to the CDA for support of the Project; and

WHEREAS, SLVESA has determined that it is in its best interests to allow diversion to the CDA of SEVENTY FIVE (75) percent of the property tax increment to be generated in the Project Area for a period of twenty years subject to a maximum cap of \$9,492,586.

NOW, THEREFORE, be it Resolved by the Board of Trustees of the Unified Fire Service Area:

1. The UFSA Board of Trustees hereby declares its support for the Western

Commercial District Community Development Project Area of the Community

Development And Renewal Agency of Riverton City and authorizes the execution of the

Interlocal Agreement between UFSA and the CDA effectuating the same.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon approval.

APPROVED AND PASSED by the Board of Trustees of the Unified Fire Service Area, this 22nd day of September, 2016.

UNIFIED FIRE SERVICE AREA

By: Olling Chair

ATTEST:

CLERK

Approved as to Form

Legal Counsel

RIVERTON CITY REDEVELOPMENT AGENCY RESOLUTION NO. 16-09

A RESOLUTION OF THE GOVERNING BOARD OF THE REDEVELOPMENT AGENCY OF RIVERTON CITY AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT WITH UNIFIED FIRE SERVICE AREA FOR THE WESTERN COMMERCIAL COMMUNITY DEVELOPMENT PROJECT AREA

WHEREAS, the Redevelopment Agency of Riverton City (the "RDA") and Unified Fire Service Area "UFSA") are local governmental entities under the laws of the state of Utah; and

WHEREAS, the RDA and UFSA are authorized by the Interlocal Cooperation Act [Utah Code Ann. § 11-13-101 et. seq.] to enter into agreements with each other, upon adoption of an authorizing resolution by their respective governing bodies, for the purpose of enabling them to make the most efficient use of their resources; and

WHEREAS, Utah Code Ann. § 17 C-4-201 allows a community development agency to "negotiate with a taxing entity and public entity for the taxing entity's or public entity's consent to the agency receiving the entity's or public entity's tax increment" and "the consent of a taxing entity" to provide tax increment may be expressed in an interlocal agreement as contemplated by the Interlocal Cooperation Act; and

WHEREAS, the RDA and UFSA desire to approve and enter into an Interlocal Agreement attached hereto as Exhibit "A," whereby UFSA, as a taxing entity, consents to the RDA's receipt of certain property tax increment from the Western Commercial Community Development Project Area attributable to the tax levy set by UFSA; and

WHEREAS, said tax increment shall be used by the RDA to fund the Project Area and the Western Commercial Community Development Project Area Plan; and

WHEREAS, said agreement will benefit the citizens of Riverton City by enabling development in accordance with the Western Commercial Community Development Project Area Plan.

NOW THEREFORE BE IT RESOLVED, by the Redevelopment Agency of Riverton City as follows:

- 1. The Interlocal Agreement by and between the RDA and UFSA is hereby approved. The Mayor is hereby authorized to sign the Agreement, and may make any alterations thereto which do not affect the material terms of the Agreement, provided said Agreement and any alterations thereto are approved by the City Attorney, in compliance with Utah Code Annotated Section 11-13-202.5.
- 2. The Interlocal Agreement is made effective on the date the Agreement is signed by the authorized representative of Riverton City and UFSA.

PASSED AND ADOPTED by the Redevelopment Agency of Riverton, Utah, this 27th day of September, 2016 by the following vote:

Board Member Brent Johnson	Yes	No	Excused
Board Member Trent Staggs	✓ Yes	No	
Board Member Sheldon Stewart	Y Yes	No	
Board Member Tricia Tingey	✓ Yes	No	
Board Member Paul Wayman	✓ Yes	No	



RIVERTON CITY REDEVELOPMENT AGENCY

ATTEST:

Virginia Loader, MMC Recorder