

REDEVELOPMENT AGENCY OF CENTERVILLE CITY AGENDA

NOTICE IS HEREBY GIVEN THAT THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY WILL HOLD A PUBLIC MEETING AT 9:00 P.M. ON TUESDAY, AUGUST 6, 2013 AT THE CENTERVILLE CITY COMMUNITY CENTER AND CITY HALL COUNCIL CHAMBERS, 250 NORTH MAIN STREET, CENTERVILLE, UTAH. THE AGENDA IS SHOWN BELOW.

Meetings of the Centerville Redevelopment Agency Board may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.

Centerville City, in compliance with the Americans With Disabilities Act, provides accommodations and auxiliary communicative aids and services for all those citizens in need of assistance. Persons requesting these accommodations for City-sponsored public meetings, services, programs, or events should call Blaine Lutz, Centerville Finance Director, at 295-3477, giving at least 24 hours notice prior to the meeting.

Tentative
Time:

9:00 **A. ROLL CALL**

B. NEW BUSINESS

1. Minutes Review and Acceptance
 July 16, 2013 RDA meeting
2. Barnard Creek Community Development Area
 Consideration of Resolution No. 2013-05, a resolution approving and Interlocal Cooperative Agreement between the Redevelopment Agency of Centerville City and Davis County for the collection of incremental property taxes collected from property within the Barnard Creek Community Development Area
3. Centerville City Riviera CDBG Project
 Consider Grant to Centerville City Riviera CDBG Project in the amount of \$30,000

C. ADJOURNMENT

Steve H. Thacker
Executive Director

PRELIMINARY DRAFT

Minutes of the **Redevelopment Agency of Centerville** meeting held Tuesday, July 16, 2013 at 7:40 p.m. in the Centerville City Hall Council Chambers, 250 North Main Street, Centerville, Utah.

DIRECTORS PRESENT

Ronald G. Russell, Chair
Ken S. Averett
John T. Higginson, Vice Chair
Sherri Lyn Lindstrom
Lawrence Wright

DIRECTOR ABSENT

Justin Y. Allen

STAFF PRESENT

Steve Thacker, RDA Executive Director
Blaine Lutz, Finance Director
Lisa Romney, City Attorney
Cory Snyder, Centerville Community Development Director
Katie Rust, Recording Secretary

VISITOR

Cami Hamilton, Lewis Young Robertson Burningham

MINUTES REVIEW AND ACCEPTANCE

The minutes of the June 19, 2013 RDA meeting were reviewed. Director Wright made a motion to approve the minutes. Vice Chair Higginson seconded the motion, which passed by unanimous vote (5-0).

PUBLIC HEARING – CENTERVILLE BARNARD CREEK COMMUNITY DEVELOPMENT PROJECT AREA PLAN – RDA RESOLUTION NO. 2013-03 AND RDA RESOLUTION NO. 2013-04

Blaine Lutz explained the process that has been followed in preparation of the proposed Project Area. Cami Hamilton with Lewis Young Robertson & Burningham (LYRB) explained reasons for creation of a CDA project area. It is estimated that approximately \$4,402,272 would be generated from the different taxing entities, the majority of which would be used for project development costs.

Chair Russell opened a public hearing at 7:59 p.m.

Cory Snyder, Community Development Director, stated he knows of two commercial projects within the Project Area that have existing approval from the Planning Commission and are ready to move forward. The CDA will make development possible within the area that would not be feasible for property owners to accomplish independently. Staff will negotiate with the taxing entities and hopefully complete the interlocal agreements in the next couple of months. Councilwoman Lindstrom asked if the plan is compatible with the existing West Side Plan. Mr. Snyder responded that it is.

Craig Salmon – Mr. Salmon owns property within the project area. He expressed appreciation for members of staff who have helped with his development plans. Mr. Salmon expressed a hope that negotiations with the individual entities will occur quickly, and offered to help the process if he can. Chair Russell responded that the City will move forward as quickly as possible with the individual agencies.

1 Chair Russell closed the public hearing at 8:13 p.m. Director Lindstrom made a **motion**
2 to adopt RDA Resolution No. 2013-03 approving the draft Barnard Creek Development Project
3 Area Plan as the official Project Area Plan, recognizing that some of the numbers on page 10 of
4 the Plan need to be changed. Vice Chair Higginson seconded the motion, which passed by
5 unanimous vote (5-0).
6

7 Director Lindstrom made a **motion** to adopt RDA Resolution No. 2013-04 approving an
8 Interlocal Cooperation Agreement between the Redevelopment Agency of Centerville City and
9 Centerville City for the collection and remittance of incremental property taxes collected from
10 property within the Barnard Creek Community Development Area. Vice Chair Higginson
11 seconded the motion, which passed by unanimous vote (5-0).
12

13 **ADJOURNMENT**
14

15 At 8:15 p.m. Director Wright made a **motion** to adjourn the RDA meeting and move back
16 into regular Council meeting. Director Lindstrom seconded the motion, which passed by
17 unanimous vote (5-0).
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23 _____
24 Steve Thacker, RDA Executive Director
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Date Approved

Katie Rust, Recording Secretary

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 2.

Short Title: Barnard Creek Community Development Area

Initiated By: Blaine Lutz

Scheduled Time:

SUBJECT

Consideration of Resolution No. 2013-03, a resolution approving an Interlocal Cooperative Agreement between the Redevelopment Agency of Centerville City and Davis County for the collection and remittance of incremental property taxes collected from property within the Barnard Creek Community Development Area

RECOMMENDATION

Approve Resolution No. 2013-03, approving an Interlocal Cooperative Agreement between the Redevelopment Agency of Centerville City and Davis County for the collection and remittance of incremental property taxes collected from property within the Barnard Creek Community Development Area.

BACKGROUND

The Agency will need to enter into agreements with every taxing entity within the project area. Davis County requires that the RDA approve the agreement before they will consider it. Attached is the agreement with Davis County. It has been reviewed by Davis County staff and legal counsel but not yet adopted by the Commission. The resolution does allow for minor changes to the agreement. However, if the Commission requests major changes, the agreement will be brought back to the Board. One significant change that Davis County has requested from the agreement with Centerville City is a cap on the amount of increment that can be received. Staff and the financial advisors are in agreement with this change.

ATTACHMENTS:

Name:

Description:

RDares2013-03_RDares2013-03_Barnard_RDA__County__Interlocal_Resolution(7_11_13).8-6-2013.pdf

RDA Resolution No. 2013-03

Centerville_Barnard_Creek_CDA_-_RDA_Interlocal_Agreement_with_County_(7_25_13)_(3).pdf

Interlocal Agreement

RDA RESOLUTION NO. 2013-05

RESOLUTION OF THE LEGISLATIVE BODY OF THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND DAVIS COUNTY.

WHEREAS pursuant to the provisions of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended (the "Interlocal Act"), and the provisions of the Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the "CDRA Act"), public agencies, including political subdivisions of the State of Utah as therein defined, are authorized to enter into mutually advantageous agreements for joint and cooperative actions, including the sharing of tax and other revenues; and

WHEREAS the Redevelopment Agency of Centerville City, Utah (the "Agency") and Davis County (the "County") are "public agencies" for purposes of the Act; and

WHEREAS after careful analysis and consideration of relevant information, the Agency desires to enter into an Interlocal Agreement with the City whereby the County would remit to the Agency a portion of the property tax increment generated within the Barnard Creek Community Development Project Area, (the "Project Area") which would otherwise flow to the County, for the purpose of encouraging development activities through the payment for certain public infrastructure, land assembly, and other uses that directly benefit the Project Area; and

WHEREAS Section 11-13-202.5 of the Act requires that certain interlocal agreements be approved by resolution of the legislative body of a public agency.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE LEGISLATIVE BODY of the Agency as follows:

1. The Interlocal Cooperation Agreement between the Agency and the County, substantially in the form attached hereto as Exhibit A (the "Agreement"), is approved in substantially final form and shall be executed for and on behalf of the Agency by the Chair and Secretary. The Agreement hereby approved is approved with such additions, modifications, deletions or other changes as may be deemed necessary or appropriate and approved by the Chair, whose execution thereof on behalf of the Agency shall conclusively establish such necessity, appropriateness and approval with respect to all such additions, modifications, deletions and/or other changes incorporated therein.

2. Pursuant to Section 11-13-202.5 of the Interlocal Act, the Agreement has been submitted to legal counsel of the Agency for review and approval as to form and legality.

3. Pursuant to Section 11-13-209 of the Interlocal Act, a duly executed original counterpart of the Agreement shall be filed immediately with the Secretary, the keeper of records of the Agency.

4. The Agency is hereby directed to publish or cause to be published a notice of the Agreement in accordance with Section 11-13-219 of the Interlocal Act and make a copy of the Agreement available for public inspection and copying at the Agency's offices during regular business hours for a period of at least 30 days following publication of the notice.

5. The Agreement shall be effective immediately upon execution.

6. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the legislative body of the Redevelopment Agency of Centerville City, Utah this ____ day of _____, 2013.

Chair, Redevelopment Agency of Centerville

City
Attest:

Secretary

EXHIBIT A
INTERLOCAL COOPERATION AGREEMENT

INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into this ____ day of _____, 2013, by and between **THE REDEVELOPMENT AGENCY OF CENTERVILLE CITY**, a community development and renewal agency and political subdivision of the State of Utah (the "Agency"), and **DAVIS COUNTY**, a political subdivision of the State of Utah (the "County") in contemplation of the following facts and circumstances:

A. **WHEREAS**, the Agency was created and organized pursuant to the provisions of the Utah Neighborhood Development Act, Utah Code Annotated ("UCA") §17A-2-1201 *et seq.* (2000), and continues to operate under the provisions of its extant successor statute, the Community Development and Renewal Agencies Act, Title 17C of the UCA (the "**Act**"), and is authorized and empowered under the Act to undertake, among other things, various community development activities pursuant to the Act, including, among other things, assisting the City in development activities that are likely to advance the policies, goals and objectives of the City's general plan, contributing to capital improvements which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its citizens; and

B. **WHEREAS**, this Agreement is made pursuant to the provisions of the Act and the Interlocal Cooperation Act (UCA Title 11, Chapter 13) (the "Cooperation Act"); and

C. **WHEREAS**, the Agency has created the Barnard Creek Community Development Project Area (the "Project Area"), through the adoption of the Barnard Creek Community Development Project Area Plan (the "Project Area Plan"), located within the City, which Project Area is described in Exhibit "A" attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains a significant amount of vacant and underutilized parcels, which are anticipated to be developed, with encouragement and planning by the Agency, into industrial/flex space and office uses. The Agency has not entered into any participation or development agreements with developers but anticipates that prior to development of the Project Area, the City and the Agency may enter into one or more Development/Participation Agreements with one or more developer(s) which will provide certain terms and conditions upon which the Project Area will be developed using, in part, increased property taxes, referred to as "Tax Increment" (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, as explained further in the Plan, the City will incur significant costs and expenses to provide infrastructure improvements, including asphalt, sewer, sidewalk, curb and gutter, water, storm drain, and telecommunications; and the City may assemble land within the Project Area to incentivize development activity and to promote higher and more beneficial uses of land within the Project Area; and

F. **WHEREAS**, historically, the Project Area has generated a total of \$216,452 per year in property taxes for the various taxing entities, including the City, Davis County (the "County"), Davis County School District (the "School District"), and other Special Service Districts ("SSD"); and

G. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property taxes produced by the Project Area for the City, the County, the School District, and other SSDs are projected to total approximately \$533,908 per year; and

H. **WHEREAS**, the Agency has requested the City, the County, the School District, and other taxing entities to participate in the promotion of development in the Project Area by agreeing to remit to the Agency for a specified period of time specified portions of the increased property tax which will be generated by the Project Area; and

I. **WHEREAS**, it is in the best interest of the County to remit such payments to the Agency in order to permit the Agency to provide assistance as an incentive for the construction of the Project Area; and

J. **WHEREAS**, the Agency has retained Lewis Young Robertson & Burningham, Inc., an independent financial consulting firm with substantial experience regarding community development and tax increment projects across the State of Utah, to prepare the Project Area Plan and to provide a report regarding the need and justification for the remittance of tax increment revenues within the Project Area. A copy of the report is included in the Project Area Plan attached as Exhibit "B"; and

K. **WHEREAS**, the Agency has also adopted the Barnard Creek Community Development Project Area Budget (the "Project Area Budget"), a copy of which is attached as Exhibit "C", which Project Area Budget, generally speaking, outlines the anticipated generation, payment and use of Tax Increment within the Project Area;

L. **WHEREAS**, the parties desire to set forth in writing their agreements regarding the nature and timing of such assistance;

NOW, THEREFORE, the parties agree as follows:

1. **Additional Tax Revenue.** The City has determined that significant additional property tax revenue (*i.e.*, Tax Increment) will likely be generated by the development of the Project Area as described in further detail in the Project Area Plan and Project Area Budget. Each of the parties acknowledge, however, that the development activity required for the generation of the Tax Increment is not likely to occur within the foreseeable future or to the degree possible or desired without Tax Increment participation in order to induce and encourage such development activity.

2. **Offset of Development Costs and Expenses.** The County has determined that it is in its best interest to pay specified portions of the Tax Increment to the Agency in order for the Agency to offset costs and expenses which will be incurred by the Agency in the construction and installation of infrastructure improvements and other development related costs needed to serve the Project Area, to the extent permitted by the Act, as amended from time to time.

3. **Base Year and Base Year Value.** The base year, for purposes of calculation of the Base Taxable Value (as that term is defined in the Act), shall be 2013, meaning the Base Taxable Value shall, to the extent and in the manner defined by the Act, be equal to the equalized taxable value shown on the 2013 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be \$15,525,163, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement with Developers.** The Agency is authorized to enter into one or more agreements with developers which may provide for the payment of certain amounts of Tax Increment to the Developer based upon the Developer's meeting of certain performance measures as outlined in said agreement. Such agreement shall be consistent with the terms and conditions of this Agreement, shall require as a condition of the payment to the Developer that the Developer, or its approved successors in title as owners of the Property, shall pay any and all taxes and assessments which shall be assessed against the Property in accordance with levies made by applicable municipal entities in accordance with the laws of the state of Utah applicable to such levies.

5. **Payment Trigger.** The first year ("Year One") of payment of Tax Increment from the County to the Agency shall be determined by the Agency, but shall be no later than 2020. Each subsequent year, beginning with the first year after Year One, shall be defined in sequence as Year Two through Year Twenty.

6. **Total Payment to Agency.** The County shall remit to the Agency, beginning with property tax receipts in Year One, and continuing through Year Twenty, or until the total value of tax increment collected by the Agency reaches \$4,402,272, 75% of the annual Tax Increment generated from the Project Area. The County is authorized and instructed to pay 75% of the Tax Increment to the Agency annually. The remaining 25% portion of the Tax Increment will remain with the County.

7. **Property Tax Increase.** This Agreement provides for the payment of the increase in real and personal property taxes collected from the Project Area by the County. Real and personal property taxes which are the subject of this Agreement shall not include taxes collected from the Project Area by the County, acting in its capacity as the tax collection agency for the City, which are to be paid to or utilized by abatement districts, special service or improvement districts or other entities for which the County acts as the tax collection agency, nor shall it include any component of real property taxes retained by the County as payment for costs incurred in the collection of real property taxes for itself or other applicable agencies. It is expressly understood that the real property taxes which are the subject of this Agreement are only those real and personal property taxes actually collected by the County from the Project Area.

8. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County. The County shall have no independent duty to pay any amount to the Agency other than the Tax Increment actually received by the County on an annual basis from and including Year One through and including Year Twenty.

9. **Authority to Bind.** Each individual executing this Agreement represents and warrants that such person is authorized to do so, and, that upon executing this Agreement, this Agreement shall be binding and enforceable in accordance with its terms upon the party for whom such person is acting.

10. **Further Documents and Acts.** Each of the parties hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

11. **Notices.** Any notice, request, demand, consent, approval or other communication required or permitted hereunder or by law shall be validly given or made only if in writing and delivered to an officer or duly authorized representative of the other party in person or by Federal Express, private commercial delivery or courier service for next business day delivery, or by United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

If to County:
Davis County
Attn: Davis County Commission
P.O. Box 618
Farmington, UT 84025
Facsimile: (801) 451-3202

If to Agency:
Redevelopment Agency of Centerville City
Attn: Agency Board
250 N. Main Street
Centerville, UT 84014
Facsimile: (801) 292-8034

Any party may from time to time, by written notice to the others as provided above, designate a different address which shall be substituted for that specified above. Notice sent by mail shall be deemed served or delivered seventy-two (72) hours after mailing. Notice by any other method shall be deemed served or delivered upon actual receipt at the address or facsimile number listed above. Delivery of courtesy copies

noted above shall be as a courtesy only and failure of any party to give or receive a courtesy copy shall not be deemed to be a failure to provide notice otherwise properly delivered to a party to this Agreement.

12. **Entire Agreement.** This Agreement is the final expression of and contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto. This Agreement may not be modified, changed, supplemented or terminated, nor may any obligations hereunder be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein. 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.

13. **No Third Party Benefit.** The parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the parties hereto. There are no intended third party beneficiaries to this Agreement.

14. **Construction.** Headings at the beginning of each paragraph and subparagraph are solely for the convenience of the parties and are not a part of the Agreement. Whenever required by the context of this Agreement, the singular shall include the plural and the masculine shall include the feminine and vice versa. Unless otherwise indicated, all references to paragraphs and subparagraphs are to this Agreement. In the event the date on which any of the parties is required to take any action under the terms of this Agreement is not a business day, the action shall be taken on the next succeeding business day.

15. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

16. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing executed by each of the parties hereto.

17. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

18. **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.

19. **Governing Law.** This Agreement and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah. In the event of any dispute hereunder, it is agreed that the sole and exclusive venue shall be in a court of competent jurisdiction in Davis County, Utah, and the parties hereto agree to submit to the jurisdiction of such court.

20. **Declaration of Invalidity.** In the event that a court of competent jurisdiction declares that the County cannot pay and/or that the Agency cannot receive payments of the Project Area Property Tax, declares that the Agency cannot pay the Project Area Property Tax to developers, or takes any other action which has the effect of eliminating or reducing the payments of Project Area Property Tax received by the Agency, the Agency's obligation to pay the Project Property Tax Payments to developers shall be reduced or eliminated accordingly, the Agency, and the County shall take such steps as are reasonably required to not permit the payment and/or receipt of the Property Tax to be declared invalid.

21. **No Separate Legal Entity.** No separate legal entity is created by this Agreement.

22. **Duration.** This Agreement shall terminate after the final payment of Tax Increment to the Agency for Year Twenty.

23. **Assignment.** No party may assign its rights, duties or obligations under this Agreement without the prior written consent first being obtained from all parties. Notwithstanding the foregoing, such consent shall not be unreasonably withheld or delayed so long as the assignee thereof shall be reasonably expected to be able to perform the duties and obligations being assigned.

24. **Termination.** Upon any termination of this Agreement resulting from the uncured default of any party, the order of any court of competent jurisdiction or termination as a result of any legislative action requiring such termination, then any funds held by the Agency and for which the Agency shall not be required to disburse to developers in accordance with the agreements which govern such disbursement, then such funds shall be returned to the party originally remitting same to the Agency and upon such return this Agreement shall be deemed terminated and of no further force or effect.

25. **Interlocal Cooperation Act.** 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 Section 11-13-202.5 of the Cooperation Act;
- 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 provisions of Section 11-13-202.5(3) of the Cooperation Act;
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Section 11-13-209 of the Cooperation Act;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Section 11-13-207 of the Cooperation Act; and
- e. Should a party to this Agreement desire to terminate this Agreement, in part or in whole, each party to the Agreement must adopt, by resolution, an amended Interlocal Cooperation Agreement stating the reasons for such termination. Any such amended Interlocal Cooperation Agreement must be in harmony with any development/participation agreement(s) entered into by the Agency as described in this Agreement.
- f. Immediately after execution of this Agreement by both Parties, each of the Parties shall cause to be published notice regarding this Agreement pursuant to Section 11-13-219 of the Cooperation Act.
- g. This Agreement makes no provision for the parties acquiring, holding and disposing of real and personal property used in the joint undertaking as such action is not contemplated as part of this Agreement nor part of the undertaking. Any such provision would be outside the parameters of the current undertaking. However, to the extent that this Agreement may be construed as providing for the acquisition, holding or disposing of real and/or personal property, all such property shall be owned by the Agency upon termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day specified above.

County: DAVIS COUNTY

Attest:

By: _____
John Petroff, Jr.
Its: Commission Chair

County Clerk

Approved as to form:

Attorney for Davis County

Agency: REDEVELOPMENT AGENCY OF CENTERVILLE CITY

Attest:

By: _____
Ronald G. Russell
Its: Chair

Secretary

Approved as to form:

Attorney for Agency

EXHIBIT "A"
to
INTERLOCAL AGREEMENT

Legal Description of Project

An entire tract of land being described for the Barnard Creek Community Development Area, situate in the NE1/4 of Section 12, and the SE1/4 of Section 1 all in T.2 N., R.1 W., S.L.B. & M., Davis County. The boundaries of said entire tract of land are described as follows:

Beginning at a point on the westerly right of way line of a railroad, said point is S. 89°58'05" W. 89.73 feet along the north line of said Section 12 from the northeast corner of said section, and running thence along said railroad right of way line S. 0°12'29" W. 1310.52 feet to the southeast corner of said entire tract; thence S. 89°49'20" W. 297.64 feet more or less to the extension of the centerline of 725 North Street; thence along said centerline S. 89°47'41" W. 1376.91 feet to the terminus of the centerline in the Excel Industrial Park Subdivision No. 2 as filed in the Davis County Recorder's Office; thence N. 89°53'30" W. 423.82 feet to the easterly right of way line of the former Denver and Rio Grande Railroad and the southeast corner of said entire tract; thence along said railroad right of way the following three (3) courses and distances (1) N. 9°00'33" E. 1330.93 feet; thence (2) N. 89°57'55" E. 52.82 feet; thence (3) N. 9°01'00" E. 1412.82 feet to the northerly right of way line of 1275 North Street and the northwest corner of said entire tract; thence S. 89°58'47" E. 1183.30 feet along said northerly right of way line and the extension thereof to the easterly right of way line of said 1275 North Street; thence along said easterly right of way line southerly 102.94 feet along the arc of a 1966.21-foot radius non-tangent curve to the right (Note: Chord to said curve bears S. 19°09'00" W. for a distance of 102.92 feet); thence S. 89°56'56" E. 475.63 feet to said westerly railroad right of way line; thence S. 0°12'29" W. 1296.28 feet along said railroad right of way line to the point of beginning.

The above described entire tract of land contains 114.67 acres more or less.

EXHIBIT "B"
To
INTERLOCAL AGREEMENT

Project Area Plan

EXHIBIT "C"
To
INTERLOCAL AGREEMENT

Project Area Budget

CENTERVILLE CITY COUNCIL

Staff Backup Report

Item No. 3.

Short Title: Centerville City Riviera CDBG Project

Initiated By: Blaine Lutz

Scheduled Time:

SUBJECT

Consider Grant to Centerville City Riviera CDBG Project in the amount of \$30,000

RECOMMENDATION

Approve a grant of \$30,000 in matching funds for the Riviera CDBG project. Staff recommends that the City may use up to this amount, matching the amount the Riviera Townhomes Homeowners Association will provide.

BACKGROUND

Centerville City has received two grants through the Small City CDBG program totaling \$100,000 for the Riviera project. The RDA may assist with low to moderate income housing with tax increment outside of the project area. The FY 2014 RDA budget includes \$30,000 for this project. Other funding for this project will come from the Riviera Townhomes Homeowners Association.

ATTACHMENTS:

Name:

☐ Pages_from_FY_2014_Adopted.pdf

Description:

FY 2014 RDA Budget

REDEVELOPMENT AGENCY
FY 13-14 BUDGET

ACCT NO.	20-	2012/13				2013/14															
		2010/11	2011/12	6 MONTH	12 MONTH	DEPARTMENT REQUEST	PROPOSED	ADOPTED													
		ACTUAL	ACTUAL	ACTUAL	ESTIMATE				BUDGET												
USE OF FUND BALANCE						0															
3110 TAX INCREMENT - PARRISH LN.		1,003,782	1,088,137	0	985,899	1,400,000	1,400,000	1,400,000	1,400,000												
3120 TAX INCREMENT - LEGACY XING		0	0	0	0	0	200,000	200,000	200,000												
3810 CONTRIBUTION - OTHERS		0	72,258	63,309	72,000	0	72,000	72,000	72,000												
3865 RAP TAX CONTRIBUTION - Centervi		0	0	0	0	0	0	0	0												
3870 RAP TAX CONTRIBUTION - Bountiful		0	0	0	0	0	0	0	0												
3875 RENTAL		3,143	37,500	36,221	0	0	0	0	0												
3120 ADDITIONAL TAX INCREMENT		123,000	130,923	0	151,561	155,990	175,000	175,000	175,000												
SALE OF LAND		0	0	0	0	0	0	0	0												
BOND PROCEEDS/OTHER		0	0	0	0	0	0	0	0												
TOTAL RDA REVENUES						1,129,925	1,328,818	99,530	1,209,460	1,555,990	1,847,000	1,847,000	1,847,000								
EXPENDITURES																					
210 PUBLIC NOTICES		842	0	0		500	500	500	500												
310 PROF & TECH - MISC		11,800	10,369	18,035	30,000	3,000	10,000	10,000	10,000												
311 ATTORNEY SERVICES		12,441	946	0	0	500	500	500	500												
316 ENGINEERING - MARKETPLACE		7,503	12,360	6,170	10,000	5,000	7,500	7,500	7,500												
400 TRANSFER - DEBT PAYMENT		125,000	125,000	0	125,000	125,000	125,000	125,000	125,000												
410 PAYMENT OF INCREMENT		223,911	0	0		50,000	50,000	50,000	50,000												
410 PAYMENT OF INCREMENT-LEGACY							175,000	175,000	175,000												
420 OTHER OBLIGATIONS		0	356,139	100	400	0	384,200	384,200	384,200												
421 ADDITIONAL INCREMENT		123,000	130,000	0	0	155,990	163,000	163,000	163,000												
480 SUPPLIES & MATERIALS		3,199	14,495	714	1,500	5,000	5,000	5,000	5,000												
511 INSURANCE - GENERAL LIABILITY		1,191	1,846	1,191	1,191	1,500	1,300	1,300	1,300												
620 ADMINISTRATIVE SERVICES		212,000	100,000	50,000	100,000	100,000	120,000	120,000	120,000												
SUBTOTAL						720,887	751,155	76,210	268,091	446,490	1,042,000	1,042,000	1,042,000								
CAPITAL PROJECTS																					
Traffic Signal - Marketplace																					
Centerville Corporate Park		0	0	0		0	0	0	0												
Performing Arts		0	0	2,145	5,000	0	25,000	25,000	25,000												
Shorelands EDA/Legacy CDA		0	68,763	0	0	50,000	0	0	0												
Legacy CDA		0	0	0	0	0	0	0	0												
Marketplace improvements		63,717	168,559	0	0	0	0	0	0												
Housing		0	0	91,093	91,093	65,000	30,000	30,000	30,000												
Davis Performing Arts/Transfer		797,721	753,480	0	653,000	800,000	750,000	750,000	750,000												
SUBTOTAL						861,438	990,802	93,238	749,093	915,000	805,000	805,000	805,000								
DEBT RESERVE ACCOUNT-DPAC																					
SUBTOTAL														0	0	0	0	0	0	0	0
TOTAL RDA														1,582,325	1,741,957	169,448	1,017,184	1,361,490	1,847,000	1,847,000	1,847,000
EXCESS REVENUES OVER (UNDER) EXPENDITURES														-452,400	-413,139	-69,918	192,276	194,500	0	0	0