



SYRACUSE CITY

Syracuse City Special Redevelopment Agency (RDA) Meeting August 8, 2023 – immediately following the City Council Business Meeting, which begins at 6:00 p.m.

In-Person Location: Syracuse City Hall, 1979 W. 1900 S.

Electronic Via [Zoom](#)

Connect via telephone: +1-301-715-8592 US, meeting ID: 832 5589 1097

Streamed on Syracuse City [YouTube Channel](#)

1. Meeting called to order
Adopt agenda
2. Public Hearing:
 - a. Proposed Resolution RDA23-02 approving the Syracuse 2500 West Community Reinvestment Area (CRA) Project Area Plan and related matters. (10 min.)
3. Proposed Interlocal agreements relating to 2500 West CRA. (10 min.)
 - a. Proposed Resolution RDA23-03 authorizing the Executive Director to execute an interlocal agreement with Davis County regarding the Syracuse 2500 West Community Reinvestment Area (CRA).
 - b. Proposed Resolution RDA23-04 authorizing the Executive Director to execute an interlocal agreement with Davis School District regarding the Syracuse 2500 West Community Reinvestment Area (CRA).
 - c. Proposed Resolution RDA23-05 authorizing the Executive Director to execute an interlocal agreement with Mosquito Abatement District – Davis regarding the Syracuse 2500 West Community Reinvestment Area (CRA).
 - d. Proposed Resolution RDA23-06 authorizing the Executive Director to execute an interlocal agreement with North Davis Sewer District regarding the Syracuse 2500 West Community Reinvestment Area (CRA).
 - e. Proposed Resolution RDA23-07 authorizing the Executive Director to execute an interlocal agreement with Weber Basin Water Conservancy District regarding the Syracuse 2500 West Community Reinvestment Area (CRA).
4. Adjourn.

~~~~~  
In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

#### **CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 3<sup>rd</sup> day of August, 2023 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.com/>. A copy was also provided to the Standard-Examiner on August 3, 2023.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# RDA AGENDA

August 8, 2023

Agenda item: #2 Public Hearing\*\*: Adoption of the Syracuse 2500 W CRA Project Area Plan and Budget

***\*\*Staff has discovered a noticing error relating to the public hearing notice for adoption of the Project Area Plan and Budget; Staff recommends holding the public hearing, but rather than adopting the Plan and Budget, the Board is advised to continue the public hearing to the September 12 meeting to allow time for the noticing error to be cured. The Board can, however, take action on the interlocal agreements.***

## ***Summary***

With the goal of fostering economic development that will benefit the residents of the city in the form of jobs, property tax revenue, and a more diverse economy, the city has created a draft 2500 W Community Reinvestment Area Project Area Plan and Budget. As required by state law, notice of the plan adoption and public hearing has been sent to properties within the area. The following is a short list of common questions asked by the residents who recieved the letter:

What is a CRA? A Community Reinvestment Area (CRA) is a property tax tool that diverts property taxes from the taxing entities the the Syracuse Redevelopment Agency. The diverted funds can then be used to fund infrastructure, improvements, and assist businesses to locate within the project area.

How will this affect my property taxes? The CRA diverts property taxes from the taxing entities (school district, county, etc.) and not individual home owners. Property tax assesment will not be changed for homeowners.

Does this approve any specific development? No. Any development plans will follow all standard procedures for rezone, site plan, building permits, etc with associated staff reviews and public hearings. The creation of the CRA is laying the tax framework to encourage development of light industrial and commercial in the large fields of vacant land but specific plans for development will come forward at a future time.

## ***Goal of Discussion***

Vote to approve, approve with conditions, table, or deny this item.



**Mayor**  
Dave Maughan

**City Council**  
Lisa Bingham  
Jennifer Carver  
Jordan Savage  
Seth Teague  
Paul Watson

**City Manager**  
Brody Bovero

August 2, 2023

TO: Each record owner of property located within the Project Area described below

Re: Syracuse 2500 W Community Reinvestment Project Area Plan

The Syracuse City Redevelopment Agency (the "Agency") will hold a public hearing on AUGUST 8, 2023 at 6:00 p.m. in the City Council chambers located at 1979 West 1900 South, Syracuse, Utah to consider the Syracuse 2500 W Community Reinvestment Project Area Plan (the "Plan") for a community development project area (the "Project Area") located between the following boundaries: North edge of ROW of Hwy 193/North border of Syracuse City shared with West Point, East edge of ROW 2000 W/ Hwy 108, South border of 700 S ROW, West edge of 3000 W ROW. Legal descriptions of the parcels which are included in the proposed CDA are listed in the Plan. A project area map is enclosed for your review.

The Plan is available, including property details, for inspection at the Agency's office located at 1979 West 1900 South, Syracuse, Utah, during regular business hours. You may ask questions or request a copy of the draft plan at no cost, by contacting the Community Development Office at 801-614-9672 or at 1979 West 1900 South, Syracuse, Utah. An electronic, printable version is available at the City's website at [www.syracuseut.gov](http://www.syracuseut.gov).

If approved, then property tax generated by new development will be used to implement the purposes of the plan. The plan will not result in new or higher taxes for existing uses within the plan area. The purpose of the public hearing is to take comments from interested persons who may appear and comment on the Plan, including whether it should be revised, approved, or rejected.

You are invited to submit comments to the Agency concerning the Plan before the date of the hearing at the Agency's office located at 1979 West 1900 South, Syracuse, Utah. Any person objecting to the Plan or contesting the regularity of any of the proceedings to adopt the Plan may appear before the Agency at the hearing to show cause why the Plan should not be adopted.

Sincerely,

Noah Steele  
Community and Economic Development Director  
Syracuse City Redevelopment Agency



Redevelopment Agency of Syracuse City

DRAFT Syracuse 2500 West  
Community Reinvestment Area  
Project Area Budget

June 2023



ZIONS PUBLIC FINANCE, INC.

## SYRACUSE CITY 2500 WEST PROJECT AREA BUDGET

The following narrative has been prepared in accordance with Utah Code §17C-5-303 for an Agency that receives tax increment.

This Budget is prepared in good faith as a current reasonable estimate of the economic impact of projected development and redevelopment within the Project Area. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this Budget represents the reasonable expectations of the Agency. The Agency makes no guarantee that the projections contained in this Budget or the Project Area Plan for the Project Area accurately reflect the future development and/or redevelopment within the Project Area. Further, the Agency specifically reserves all powers granted to it under the Act, now and as may be amended; this Budget shall not be interpreted to limit or restrict the powers of the Agency as granted by the Act. The actual amount of tax increment received by the Agency will be determined solely by interlocal agreement(s) between the Agency and the various taxing entities; this Budget does not control the flow of tax increment money, nor does it entitle the Agency to receive money from tax increment or any other source.

### 1(A). THE BASE TAXABLE VALUE [17C-5-303(1)(A)]

The base taxable value is the year 2022 value of \$27,587,932.

### 1(B). PROJECTED AMOUNT OF TAX INCREMENT TO BE GENERATED WITHIN THE PROJECT AREA [17C-5-303(1)(B)]

The projected amount of tax increment to be generated within the Project Area over 15 years is over \$33 million.

TABLE 1: INCREMENTAL PROPERTY TAX REVENUES FOR 15 YEARS

| 100% of Tax Increment                    | Tax Rate        | Total – 15 Years    | NPV – 15 Years*     |
|------------------------------------------|-----------------|---------------------|---------------------|
| Davis County                             | 0.001435        | \$3,947,494         | \$2,713,945         |
| Multi-County Assessing                   | 0.000012        | \$33,010            | \$22,695            |
| County Assessing                         | 0.000161        | \$442,890           | \$304,491           |
| Davis County School District             | 0.007642        | \$21,022,125        | \$14,452,940        |
| Syracuse                                 | 0.001653        | \$4,547,183         | \$3,126,238         |
| Weber Basin Water Conservancy District   | 0.000132        | \$363,114           | \$249,645           |
| Davis County Mosquito Abatement District | 0.000099        | \$272,336           | \$187,234           |
| North Davis Sewer District               | 0.000682        | \$1,876,091         | \$1,289,833         |
| County Library                           | 0.000289        | \$795,001           | \$546,572           |
| <b>Total</b>                             | <b>0.012105</b> | <b>\$33,299,244</b> | <b>\$22,893,594</b> |

\*NPV = net present value discounted at 4 percent

## 1(c). PROJECT AREA FUNDS COLLECTION PERIOD [17C-5-303(1)(c)]

The anticipated collection period is 15 years.

## 1(d). PROJECTED AMOUNT OF TAX INCREMENT TO BE PAID TO OTHER TAXING ENTITIES [17C-5-303(1)(d)]

The projected amount of incremental tax revenue to be paid to the taxing entities over 15 years is over \$12.8 million. In addition, the taxing entities will continue to receive the full amount of property tax revenues generated by the current base taxable value.

TABLE 2: INCREMENTAL PROPERTY TAX REVENUES PAID TO TAXING ENTITIES FOR 15 YEARS

| Incremental Tax Revenues to Taxing Entities | Tax Rate | Total – 15 Years    | NPV – 15 Years*    |
|---------------------------------------------|----------|---------------------|--------------------|
| Davis County                                | 0.001435 | \$1,578,998         | \$1,085,578        |
| Multi-County Assessing                      | 0.000012 | \$33,010            | \$22,695           |
| County Assessing                            | 0.000161 | \$442,890           | \$304,491          |
| Davis County School District                | 0.007642 | \$8,408,850         | \$5,781,176        |
| Syracuse - Boyer Development                | 0.001653 | \$0                 | \$0                |
| Syracuse - Other Development                | 0.001653 | \$1,036,581         | \$688,108          |
| Weber Basin Water Conservancy District      | 0.000132 | \$145,246           | \$99,858           |
| Davis County Mosquito Abatement District    | 0.000099 | \$108,934           | \$74,894           |
| North Davis Sewer District                  | 0.000682 | \$750,436           | \$515,933          |
| County Library                              | 0.000289 | \$318,000           | \$218,629          |
| <b>Total</b>                                |          | <b>\$12,822,945</b> | <b>\$8,791,362</b> |

\*NPV = net present value discounted at 4 percent

## 1(e). IF THE AREA FROM WHICH TAX INCREMENT IS COLLECTED IS LESS THAN THE ENTIRE PROJECT AREA [17C-5-303(1)(e)]

Not applicable.

## 1(f). THE PERCENTAGE OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE [17C-5-303(1)(f)]

The percentage of tax increment that the Agency is authorized to receive will be established by the interlocal agreements between the Agency and the various taxing entities. The Agency anticipates requesting participation from the taxing entities for 60 percent of tax increment for a period of up to 15 years. In addition, the Agency will receive 100 percent of tax increment from Syracuse City for the Boyer portion of the development and 60 percent from Syracuse City for other development at the site.

## 1(g). THE MAXIMUM CUMULATIVE DOLLAR AMOUNT OF TAX INCREMENT THE AGENCY IS AUTHORIZED TO RECEIVE FROM THE PROJECT AREA [17C-5-303(1)(g)]

The maximum amount of tax increment the Agency is authorized to receive will be dictated by the interlocal agreements between the Agency and the various taxing entities. The Agency anticipates requesting a maximum amount of approximately \$20 million. This amount could be reduced if grants are received that aid in the construction costs for the identified capital improvements necessary for the area.

## 2. IF THE AGENCY RECEIVES SALES AND USE TAX REVENUE [17C-5-303(2)(A) AND (B)]

Not applicable.

## 3. AMOUNT OF PROJECT AREA FUNDS THE AGENCY WILL USE TO IMPLEMENT THE PROJECT AREA [17C-5-303(3)]

The Agency estimates that its funds will be used as follows but reserves the right to maintain flexibility with the funds and not to adhere strictly to the items listed below. All Agency funds will be used for infrastructure, administrative or economic development purposes within the Project Area. Administrative funds have been calculated based on 1.0 percent of Agency tax increment receipts annually. In addition, ten percent of Agency receipts, in years where total increment exceeds \$100,000, have been set aside for housing projects. Housing funds do not need to be spent within the Project Area. The remaining funds are allocated primarily for possible improvements as follows:

TABLE 3: PROPOSED IMPROVEMENTS

| Improvements                     | Amount              |
|----------------------------------|---------------------|
| 2500 W (700 S to SR-193)         | \$8,226,900         |
| 700 S Improvements               | \$1,737,500         |
| 450 S (2500 W to 2000 W)         | \$4,378,125         |
| 435 S Improvements               | \$1,027,500         |
| 2750 W/2250 W Right In Right Out | \$2,659,200         |
| <b>TOTAL</b>                     | <b>\$18,029,225</b> |

## 4. THE AGENCY'S COMBINED INCREMENTAL VALUE [17C-5-303(4)]

The Agency has four active project areas with a total combined incremental value of \$143,311,575.

TABLE 4: COMBINED INCREMENTAL VALUE

| Existing Project Areas | Incremental Taxable Value |
|------------------------|---------------------------|
| Syracuse 750 West RDA  | \$27,917,315              |

| Existing Project Areas                | Incremental Taxable Value |
|---------------------------------------|---------------------------|
| Syracuse Town Center (1700 South) RDA | \$22,293,811              |
| Syracuse SR 193 EDA                   | \$79,351,520              |
| Syracuse Antelope Drive CDA           | \$13,748,929              |
| <b>TOTAL</b>                          | <b>\$143,311,575</b>      |

Source: Utah State Tax Commission, Property Tax Division

## 5. THE AMOUNT OF PROJECT AREA FUNDS THAT WILL BE USED TO COVER THE COST OF ADMINISTERING THE PROJECT AREA [17C-5-303(5)]

The Agency is requesting that 1.0 percent of revenues received be set aside for administrative purposes. The projected total amount of administrative costs over the 15-year timeframe is nearly \$205,000. In addition, Davis County requires that the same percentage of administrative increment paid to the Agency be paid to the County, based on the increment the County contributes to the Agency. Therefore, it is anticipated that Davis County will receive nearly \$24,000 in administrative revenues over 15 years.

## 6. FOR PROPERTY THAT THE AGENCY OWNS AND EXPECTS TO SELL, THE EXPECTED TOTAL COST OF THE PROPERTY TO THE AGENCY AND THE EXPECTED SALE PRICE [17C-5-303(6)]

The Agency does not currently own any property in the project area.



Redevelopment Agency of Syracuse City

DRAFT Syracuse 2500 West  
Community Reinvestment Area  
Project Area Plan  
June 2023



ZIONS PUBLIC FINANCE, INC.

## TABLE OF CONTENTS

|                                                                                                                                                                                                        |    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Background and Overview .....                                                                                                                                                                          | 2  |
| 1. Recitals of Prerequisites for Adopting a Community Development Project Area Plan .....                                                                                                              | 3  |
| 2. Definitions .....                                                                                                                                                                                   | 3  |
| 3. Project Area Boundaries and Map [17C-5-105(1)] .....                                                                                                                                                | 4  |
| 4. General Statement of Existing Land Uses, Layout of Principal Streets, Population Densities, Building Intensities and How They will be Affected by the Project Area Development [17C-5-105(2)] ..... | 5  |
| A. Existing Land Uses in the Project Area .....                                                                                                                                                        | 5  |
| B. Layout of Principal Streets in the Project Area.....                                                                                                                                                | 5  |
| C. Population Densities in the Project Area.....                                                                                                                                                       | 5  |
| D. Building Intensities in the Project Area.....                                                                                                                                                       | 5  |
| 5. Standards That Will Guide the Project Area Development [17C-5-105(3)] .....                                                                                                                         | 5  |
| A. General Design Objectives .....                                                                                                                                                                     | 6  |
| 6. How the Project Area Development will Further the Purposes of the Act [17C-5-105(4)] .....                                                                                                          | 7  |
| A. Establishment of New Business and Increased Tax Base .....                                                                                                                                          | 7  |
| B. Public Infrastructure Improvements .....                                                                                                                                                            | 7  |
| C. Job creation.....                                                                                                                                                                                   | 7  |
| D. Provision of Essential Services .....                                                                                                                                                               | 7  |
| 7. The Plan is Consistent with and will Conform to the Community's General Plan [17C-5-105(5)] .....                                                                                                   | 8  |
| 8. If Applicable, How Project Area Development will Eliminate or Reduce a Development Impediment in the Community Reinvestment Project Area [17C-5-105(6)].....                                        | 8  |
| 9. Description of Any Specific Project or Projects That are the Object of the Proposed Project Area Development [17C-5-105(7)].....                                                                    | 8  |
| 10. How Participants Will Be Selected Within the Project Area [17C-5-105(8)] .....                                                                                                                     | 9  |
| A. Selection of Private Developers .....                                                                                                                                                               | 9  |
| B. Identification of Developers Who are Currently Involved in the Proposed Project Area .....                                                                                                          | 9  |
| 11. Reasons for the Selection of the Project Area [17C-5-105(9)].....                                                                                                                                  | 9  |
| 12. Description of the Physical, Social and Economic Conditions Existing in the Project Area [17C-5-105(10)]...9                                                                                       |    |
| A. Physical Conditions .....                                                                                                                                                                           | 9  |
| B. Social Conditions.....                                                                                                                                                                              | 9  |
| C. Economic Conditions.....                                                                                                                                                                            | 10 |
| 13. Financial Assistance to Participants within the Project Area [17C-5-105(11)].....                                                                                                                  | 10 |
| 14. Analysis or Description of the Anticipated Public Benefit Resulting from Project Area Development [17C-5-105(12)].....                                                                             | 10 |
| B. Associated Business and Economic Activity Likely to be Stimulated .....                                                                                                                             | 10 |
| 1. Business and Employee Expenditures.....                                                                                                                                                             | 11 |
| 2. Construction Expenditures.....                                                                                                                                                                      | 11 |
| C. Adoption of the Plan is Necessary and Appropriate to Undertake the Project Area Plan .....                                                                                                          | 11 |
| 15. If Applicable, States that the Agency Shall Comply with Section 9-8-404 as Required under Section 17C-5-106 [17C-5-105(13)] .....                                                                  | 12 |
| Appendix A: Project Area Map .....                                                                                                                                                                     | 13 |
| Appendix B: Legal Description .....                                                                                                                                                                    | 13 |

## BACKGROUND AND OVERVIEW

The Redevelopment Agency of Syracuse City (the “Agency”), following thorough consideration of the needs and desires of Syracuse City (the “City”) and its residents, as well as the need of and capacity for new development, has prepared this Community Reinvestment Project Area Plan (the “Plan”) for 2500 W Project Area (the “Project Area”) described in more detail below.

In accordance with the terms of this Plan, the Agency will encourage, promote and provide for the development of primarily industrial space within the Project Area. The Project Area covers 338 total acres of which 268 are considered to be developable.

It is anticipated that the project will generate significant economic activity in the region through the creation of temporary construction jobs, full-time employment for ongoing jobs, the generation of additional tax revenues, and diversification through new business opportunities. However, infrastructure to the Project Area is currently lacking with regards to gas, communications, sewer, power, roads and City utilities.

This Plan will govern development within the Project Area, including the capture and use of tax increment to construct new roads and improve existing roads to reduce traffic congestion, and to promote and incentivize new development and investment in existing development. The purpose of this Plan clearly sets forth the aims and objectives of this development, its scope, available incentives and the mechanism for funding such incentives, and the value of the Plan to the residents, businesses and property owners, and taxing entities in this area.

The Agency has determined that the area meets the criteria for creation of a Community Reinvestment Area (“CRA”). The area offers the opportunity to incentivize the operation and further development of an employment center comprised of industrial space that will attract private capital investment, contribute to the tax base, create jobs, and otherwise contribute to the economic vitality and prosperity of Syracuse, Utah.

Creation of the CRA will allow property owners and/or developers within the Project Area the opportunity to request incentives funded through participation by the various taxing entities that levy taxes on the property within the project area.

This document is prepared in good faith as a current reasonable estimate of the economic impact of this Project. Fundamental economic and other circumstances may influence the actual impact. With these assumptions, the information contained within this report represents the reasonable expectations of the Project.

The ordering of sections of this Project Area Plan document is consistent with the presentation of requirements and other criteria for CRA development as set forth in Utah Code § 17C-5-105.

## 1. RECITALS OF PREREQUISITES FOR ADOPTING A COMMUNITY DEVELOPMENT PROJECT AREA PLAN

- a) Pursuant to the provisions of §17C-5-103 of the Act, the governing body of the Redevelopment Agency of Syracuse City adopted a resolution on June 14, 2022, designating a survey area in which reinvestment Project Areas can be created; and
- b) Pursuant to the provisions of §17C-5-104(1)(a) and (b) of the Act, Syracuse City has a planning commission and general plan as required by law; and
- c) Pursuant to the provisions of §17C-5-104(3) of the Act, the Agency will conduct one or more public hearings for the purpose of informing the public about the Project Area and allowing public input as to whether the draft Project Area Plan should be revised, approved, or rejected.
- d) Pursuant to the provisions of §17C-5-104(3)(b) and (d) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency's offices during normal business hours, provided notice of the Plan hearing, allowed public comment on the Project Area Plan and will hold a public hearing on the draft Plan on August 8, 2023.

## 2. DEFINITIONS

As used in this Community Reinvestment Project Area Plan:

1. The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 5, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.
2. The term "**Agency**" shall mean the Syracuse City Redevelopment Agency, a separate body corporate and politic created by the City pursuant to the Act.
3. The term "**Base taxable value**" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized before the date the Project Area Plan is adopted by the City legislative body; OR as provided within an interlocal agreement created under §17C-5-204 of the Act.
4. The term "**City**" shall mean Syracuse City, Utah.
5. The term "**Community**" shall mean Syracuse City, Utah.
6. The term "**Community development**" shall mean development activities within the community, including the encouragement, promotion, or provision of development.
7. The term "**Developer**" shall mean the entities investing in the development in the area.

8. The term “**Effective date**” shall have the same meaning as established under §17C-5-110 of the Act.
9. The term “**Legislative body**” shall mean the City Council of Syracuse City which is the legislative body of the Community.
10. The term “**Plan Hearing**” means the public hearing on the draft Project Area Plan required under Subsection 17C-5-104(e) of the Act.
11. The term “**Project Area**” shall mean the geographic area described in the Project Area Plan or draft Project Area Plan where the community development set forth in this Project Area Plan or draft Project Area Plan takes place or is proposed to take place (Exhibits A & B).
12. The term “**Project Area Budget**” shall mean the multi-year projection of annual or cumulative revenues, other expenses and other fiscal matters pertaining to the Project Area prepared in accordance with Part 3 of §17C-5 of the Act.
13. The term “**Project Area Plan**” or “**Plan**” shall mean the written plan that, after its effective date and adoption pursuant to the provisions of the Act, guides and controls the community development activities within the Project Area.
14. The terms “**Tax**,” “**Taxes**,” “**Property tax**” or “**Property taxes**” includes all levies on an ad valorem basis upon real property, personal property, or other property, tangible or intangible.
15. The term “**Taxing entity**” shall mean any public entity that levies a tax on property within the Project Area.
16. The term “**Tax increment**” shall mean the difference between the amount of property tax revenues generated each tax year by all taxing entities from the area designated in the Project Area Plan as the area from which tax increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be generated from that same area using the base taxable value of the property.

### 3. PROJECT AREA BOUNDARIES AND MAP [17C-5-105(1)]

The area identified for study (see map in Appendix A and legal description in Appendix B) consists of 338 total acres. A general description of the border is the north edge of ROW of Hwy 193/north border of Syracuse City shared with West Point, then along the east edge of ROW 2000 W/ Hwy 108, then along the south border of 700 S ROW, and then along the west edge of 3000 W ROW.

#### 4. GENERAL STATEMENT OF EXISTING LAND USES, LAYOUT OF PRINCIPAL STREETS, POPULATION DENSITIES, BUILDING INTENSITIES AND HOW THEY WILL BE AFFECTED BY THE PROJECT AREA DEVELOPMENT [17C-5-105(2)]

---

##### A. EXISTING LAND USES IN THE PROJECT AREA

There are three primary land uses within the Project Area. These include 1) 71 acres of single-family homes on lots ranging from 0.21 acre to 2.74 acres; 2) 224 acres of agricultural lands; 3) 43 acres occupied by 193, 2000 W, 700 S and 3000 W right of ways. 166.79 acres are tax exempt. The LDS church owns 155.209 of the exempt acres with UDOT owning the rest. Zoning for the property is A-1, R-1 and R-2.

##### B. LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA

Highway 193 runs along the northern border and is a state highway. Highway 108, also known as 2000 W, runs along the eastern border and is also a state highway. 700 South is a 66' collector road owned and maintained by the City. The western border is 3000 West which is also a 66' collector owned by the City. On the western side of the area there are two City neighborhood streets named 2925 West and 435 South. Both roads were built to service the Kristalyn Gardens subdivision. 435 South stubs to the east to accommodate future growth.

##### C. POPULATION DENSITIES IN THE PROJECT AREA

There are 97 single family homes in the Project Area. Population estimates for the 97 homes with an estimated 3.81 persons per household (ACS 5-year estimate) is 370 people. The current density, based on developable acres in the Project Area, is 1.4 persons per acre. The Plan contemplates that additional multi-family housing may be developed but there are no specific plans for multi-family development at the present time.

##### D. BUILDING INTENSITIES IN THE PROJECT AREA

There are 97 single family homes in the area along with the accompanying barns and accessory structures to support the agricultural activities behind the homes. Total building square footage based on data from the Assessor's Office is approximately 156,446 square feet. Taking the 156,446 square feet building square feet and dividing by 11,674,080 square feet of developable area (268 acres x 43,650 sf per acre) results in an existing floor area ratio of 0.013.

The Plan contemplates the addition of approximately 1,148,000 square feet of industrial space and an additional 190,000 square feet of commercial space for a total of 1,338,000 square feet of new development. Based on developable acres, this would increase the existing floor area ratio to 0.128.

#### 5. STANDARDS THAT WILL GUIDE THE PROJECT AREA DEVELOPMENT [17C-5-105(3)]

---

The general standards that will guide the economic development are as follows:

#### A. GENERAL DESIGN OBJECTIVES

Development within the Project Area will be held to quality design and construction standards, suitable for industrial and business park development, with some commercial development and potential multi-family development and will be subject to: (1) appropriate elements of the City's General Plan; (2) applicable City building codes and ordinances; (3) Planning Commission review and recommendation; (4) the City's land use code; and (5) development agreements that include design guidelines.

Developers will be allowed flexibility of design in developing land located within the Project Area. The development shall be of a design and shall use materials that are subject to design review and approval by the City pursuant to a development agreement with the Developer/Owner specifically addressing design issues.

Coordinated and attractive landscaping shall also be provided as appropriate for the character of the Project Area. Materials and design paving, retaining walls, fences, curbs, benches, and other items shall have an attractive appearance and be easily maintained.

All development will be based on site plans, development data, and other appropriate submittals and materials clearly describing the development, including land coverage, setbacks, heights, and any other data dictated by the City's land use code, and applicable City practice or procedure.

The general principles guiding development within the Project Area are as follows:

1. Encourage and assist economic development with the creation of a well-planned industrial/business park development that will increase job opportunities in the local area.
2. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.
3. Implement the tax increment financing provisions of the Act which are incorporated herein by reference and made a part of this Plan.
4. Encourage economic use of and new construction or redevelopment upon the real property located within the Project Area.
5. Promote and market the Project Area for economic development that would enhance the economic base of the City through diversification.
6. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of economic activity for the City.
7. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities, streets and other infrastructure improvements.

8. Achieve an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to the Developers.
9. Design parking areas with regard to orderly arrangement, topography and ease of use and access.
10. Comply with City lighting standards and signs for a safe and pleasant appearance following modern illumination standards.

## 6. HOW THE PROJECT AREA DEVELOPMENT WILL FURTHER THE PURPOSES OF THE ACT [17C-5-105(4)]

It is the intent of the Agency, with the assistance and participation of various Developers, to facilitate and promote the development of an industrial/business park and other supporting commercial activities that will result in the creation of jobs in the Project Area. Further, the project will strengthen the tax base of the community, which will also serve to accomplish economic development objectives and create a well-planned employment center.

The purposes of the Act will be achieved by the following:

### A. ESTABLISHMENT OF NEW BUSINESS AND INCREASED TAX BASE

The proposed Project envisions primarily industrial/business park development that will benefit the State and local taxing entities through increased job creation, increased property tax base, increased income taxes paid (both corporate and individual) and increased energy usage (and the accompanying municipal energy “franchise” tax). Multiplier (indirect and induced) impacts will result from the job creation and expenditures for construction and supplies.

### B. PUBLIC INFRASTRUCTURE IMPROVEMENTS

The construction of the public infrastructure improvements as provided by this Plan will support the development contemplated herein and will encourage future development in surrounding areas. The associated public infrastructure improvements will make the land within the Project Area more accessible to and from other parts of the City. Thus, the components of the Project provided in this Plan will encourage, promote and provide for economic development within the Project Area and the City generally for years to come. 2500 West is on the City’s Impact Fee Facilities Plan and will facilitate economic growth and improved circulation. The intersection of 2500 W and SR193 is needed as the first phase to open up access into the center of the project area.

### C. JOB CREATION

The project area includes the potential for new businesses and related jobs. It is anticipated that new jobs will be encouraged at income levels above the area median income indicator.

### D. PROVISION OF ESSENTIAL SERVICES

Potential development will most likely provide essential services to existing and new housing units for the Project Area. Commercial development will also likely provide essential goods and services.

## 7. THE PLAN IS CONSISTENT WITH AND WILL CONFORM TO THE COMMUNITY'S GENERAL PLAN [17C-5-105(5)]

This Plan is consistent with the City's General Plan that was approved in 2019. The City's Statement, as contained in the General Plan is as follows (1-1):

"State Route 193 between 1000 West and 3000 West: This focus area is unique because the corridor features large contiguous tracts of land that front a newly built state highway with an east terminus of I-15 and a west terminus of the future West Davis Corridor. As land develops regionally, these large parcels with close proximity to urban centers will become more rare and valuable. The city should not allow single-family development along this corridor and plan for higher-yielding land uses. These tracts of land would facilitate major employment centers, such as data centers, light industrial manufacturing or large office complexes. They could also accommodate big box retail or even a large master-planned experiential shopping development. Medium to high-density residential development should also be planned in this node as a buffer between commercial or industrial uses and existing single-family homes."

The addition of an industrial/business park will add to the strong business tax base of the community.

The Master Plan also mentions 2500 West as a priority future road project.

The Master Plan map reflects the industrial, commercial, and medium density land uses as mentioned in the text of the document.

## 8. IF APPLICABLE, HOW PROJECT AREA DEVELOPMENT WILL ELIMINATE OR REDUCE A DEVELOPMENT IMPEDIMENT IN THE COMMUNITY REINVESTMENT PROJECT AREA [17C-5-105(6)]

Not applicable. The Agency is not making any findings of development impediments for this Project Area.

## 9. DESCRIPTION OF ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED PROJECT AREA DEVELOPMENT [17C-5-105(7)]

The project area will facilitate the conversion of currently tax-exempt farm properties to an industrial area that will provide tax base and jobs for the residents of Syracuse. There has been strong interest in building industrial uses such as distribution, data center, and manufacturing on the large tracts of private property. The first phase of development would include approximately 528,000 square feet of industrial space along with a signalized intersection and stub road. This initial infrastructure would open access to the remaining large tracts of LDS church-owned land. This first phase and infrastructure investment may not be possible without assistance from the RDA. Access is currently not available until the multi-million-dollar signalized intersection is constructed. 2500 West will connect to the intersection on the north and span to 700 South on the south. The connection to the south end will require right-of-way land acquisition and possibly

demolition of a home. Also, upon discussion with the sewer district, to service the growth in the area, an upsized sewer line will be needed.

## 10. HOW PARTICIPANTS WILL BE SELECTED WITHIN THE PROJECT AREA [17C-5-105(8)]

---

### A. SELECTION OF PRIVATE DEVELOPERS

The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property, or sell their property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the community development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency may, consistent with the Act, encourage other owners to acquire property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods.

### B. IDENTIFICATION OF DEVELOPERS WHO ARE CURRENTLY INVOLVED IN THE PROPOSED PROJECT AREA

Boyer is currently involved in building the first phase of development.

## 11. REASONS FOR THE SELECTION OF THE PROJECT AREA [17C-5-105(9)]

---

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the community through development of vacant tax-exempt properties, create jobs, capitalize on the rapid growth occurring in Davis County and maximize the site's strategic proximity to the West Davis Corridor and labor markets. It is also one of the few larger-sized parcels in the regional area suitable to become an employment center.

## 12. DESCRIPTION OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE PROJECT AREA [17C-5-105(10)]

---

### A. PHYSICAL CONDITIONS

The proposed Project Area consists of approximately 338 acres, as shown on the Project Area map in Appendix A. The Project Area is mostly undeveloped, with only single-family homes and farms.

### B. SOCIAL CONDITIONS

There are currently 97 residential homes within the area. These homes will need to be buffered from the light, noise, traffic, vibrations, etc. that the planned industrial will produce. The Project Area Plan will increase the number of workers and trucks traveling to the Project Area.

### C. ECONOMIC CONDITIONS

There is currently no commercial development in the Project Area and little economic activity besides home-based businesses and agricultural businesses. The Project Area is currently has 166.8 acres that are tax exempt and 224 acres of undeveloped farmland. 76 acres are under greenbelt protection.

## 13. FINANCIAL ASSISTANCE TO PARTICIPANTS WITHIN THE PROJECT AREA [17C-5-105(11)]

The Agency intends to negotiate and enter into one or more inter-local agreements with some or all of the taxing entities to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues may be used for the reasons already outlined. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for any period of time the Agency and the taxing entities may deem appropriate under the circumstances.

The Agency believes that the creation of the Project Area and the provision of the incentives described in this Plan will enable commercial, residential, and retail development as described above. Actual development is dependent on many factors, including the overall economic climate; however, the Agency hopes to encourage and accelerate such development within the Project Area.

All incentives and payments to participants will be performance-based and will be offered only according to the terms of a Participation Agreement or grant program that adequately protects the Agency and the taxing entities by ensuring performance by the participant. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for the period of time appropriate under the circumstances.

## 14. ANALYSIS OR DESCRIPTION OF THE ANTICIPATED PUBLIC BENEFIT RESULTING FROM PROJECT AREA DEVELOPMENT [17C-5-105(12)]

The property tax base of the taxing entities should increase by approximately \$266 million from the various investments in real property (land and buildings) alone. In addition, the personal property tax base of the taxing entities will increase but will vary depending on the type of equipment located in the Project Area as well as individual depreciation schedules.

In addition to property tax revenues, the project will generate other revenues including sales tax, municipal energy taxes Class B/C Road Funds, business license fees, charges for services, and one-time fees such as building permits and impact fees.

### B. ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY LIKELY TO BE STIMULATED

Jobs will be created in the project area for construction as well as for ongoing employment as businesses expand or new businesses locate there. Other business and economic activity likely to be stimulated includes business, employee and construction expenditures. There are significant opportunities for

increased economic development and tax generating development that can occur within the immediate sphere of influence of the Project Area that otherwise may not occur in a timely basis or at the same level of increased development and private investment.

### **1. BUSINESS AND EMPLOYEE EXPENDITURES**

It is anticipated that employees and business owners in the Project Area will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These purchases will likely increase employment opportunities in the related areas of business equipment, furniture and furnishings, business supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services, transportation and delivery services.

A summary of benefits is as follows:

- Provide an increase in direct purchases in the City.
- Provide economic diversification within the City and Davis County.
- Encourage economic development in order for public or private employers to create additional jobs in the community.
- Complement existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region.
- Another benefit will be the expenditure of income by employees filling the new positions. The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.) The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

### **2. CONSTRUCTION EXPENDITURES**

Economic activity associated with the development will include construction activity. Construction costs for labor and materials will likely be notable. This will create a moderate number of construction jobs. Construction supplies are also anticipated to create significant sales tax revenues for the State, County and City.

### **C. ADOPTION OF THE PLAN IS NECESSARY AND APPROPRIATE TO UNDERTAKE THE PROJECT AREA PLAN**

Adoption of the Plan is necessary and appropriate to undertake the Project Area Plan because: 1) The Plan conforms with and furthers the City's General Plan; and 2) private investment will increase the tax base by approximately \$266 million which will provide increased tax revenues to all taxing entities.

**15. IF APPLICABLE, STATES THAT THE AGENCY SHALL COMPLY WITH SECTION 9-8-404 AS REQUIRED UNDER SECTION [17C-5-105(13)]**

---

If applicable, the Agency will comply with the requirements of § 9-8-404 relating to any historic properties within the Project Area. However, there are no historic properties in the area at the present time.

**16. FOR A COMMUNITY REINVESTMENT PROJECT AREA PLAN THAT AN AGENCY ADOPTED BEFORE MAY 14, 2019, STATE WHETHER IT IS SUBJECT TO INTERLOCAL OR TAXING ENTITY AGREEMENT AS REQUIRED UNDER SECTION [17C-5-105(14)]**

---

Not applicable.

## APPENDIX A: PROJECT AREA MAP

The project area is identified in the map below by the dotted yellow line.



## APPENDIX B: LEGAL DESCRIPTION

North edge of ROW of Hwy 193/North border of Syracuse City shared with West Point, East edge of ROW 2000 W/ Hwy 108, South border of 700 S ROW, West edge of 3000 W ROW.

The area encompasses parcels identified by numbers:

|            |            |            |            |            |            |            |
|------------|------------|------------|------------|------------|------------|------------|
| 120250023, | 120250026, | 120340005, | 120340006, | 120340007, | 120340008, | 120340009, |
| 120340010, | 120340011, | 120340012, | 120340013, | 120340019, | 120340024, | 120340028, |
| 120340052, | 120340058, | 120340060, | 120340062, | 120340064, | 120340066, | 120340067, |
| 120340069, | 120340070, | 120340071, | 120340072, | 120340073, | 120340075, | 120340076, |
| 120340077, | 120340078, | 120340079, | 120340080, | 120340081, | 120340082, | 120350011, |
| 120350012, | 120350021, | 120350022, | 120350025, | 120350028, | 120350029, | 120350035, |
| 120350041, | 120350052, | 120350054, | 120350068, | 120350073, | 120350074, | 120350075, |
| 120350076, | 120350077, | 120350078, | 120350080, | 120350081, | 120350082, | 120350083, |
| 120350084, | 120350085, | 120350086, | 120350090, | 120350092, | 120350094, | 120350096, |
| 120350098, | 120350100, | 120350102, | 120350103, | 120350105, | 120350106, | 120350107, |

120350108, 120350109, 120350110, 120350111, 120350112, 120350113, 120350114,  
120350115, 120350116, 120350117, 120350118, 120350119, 120350120, 120350121,  
120350122, 120350123, 120350124, 120350125, 120350126, 120350127, 120350129,  
120350130, 120350131, 120350132, 120350133, 120350134, 120350135, 120360001,  
120360002, 120360003, 120360004, 120360007, 120360008, 121420001, 121420004,  
121420005, 121420006, 121420007, 121420008, 121420009, 121420010, 121420011,  
121420012, 121420013, 121420014, 121420015, 121420016, 121420017, 121420018,  
121420019, 121420020, 121420021, 124220021, 124220022, 124220023, 124220024,  
124220025, 124220026, 124220027, 124220028, 124220029, 124220030, 124220031,  
124220032, 124220033, 124220034, 124220035, 128180001, 128180002

Syracuse, Utah

August 3, 2023

The Board of Directors (the “Board”) of the Syracuse City Redevelopment Agency (the “Agency”) met in public session at its regular meeting place in Syracuse, Utah, on Tuesday, August 8, 2023 on or about 6:00 p.m. The meeting was called to order by the Chairman of the Board with the following being present, and constituting a quorum:

\_\_\_ Lisa Bingham

\_\_\_ Jennifer Carver

\_\_\_ Jordan Savage

\_\_\_ Seth Teague

\_\_\_ Paul Watson

\_\_\_ Dave Maughan, Chair

Also present:

Brody Bovero, City Manager

Cassie Brown, City Recorder/Agency Secretary

Brienne Brass, City/Agency Attorney

Noah Steel, Director of Community & Economic  
Development

Stephen Marshall, Finance Director

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this August 8, 2023 meeting was presented to the Board, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was approved and adopted on the following recorded vote:

AYE:

NAY:

The Resolution is as follows:

## **RESOLUTION RDA23-02**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SYRACUSE CITY REDEVELOPMENT AGENCY APPROVING THE SYRACUSE 2500 WEST COMMUNITY REINVESTMENT AREA PROJECT AREA PLAN AND RELATED MATTERS.**

WHEREAS, the Syracuse City Redevelopment Agency (the “Agency”) is a community development and renewal agency (a public body, corporate and politic) duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “Act”); and

WHEREAS, the Board of Directors (the “Board”) of the Agency previously authorized the preparation of the Syracuse Antelope Drive Community Development Project Area Plan (the “Plan”), attached as Exhibit B to this Resolution, and hereby incorporated by reference, for a Community Development Project Area (the “Project Area”) located between the following boundaries: north edge right of way/ Highway 108, south border of 700 South right of way, and the west edge of 3000 West right of way.

WHEREAS, the Agency has prepared the Plan in order to promote community development and job creation within the Project Area and to increase the property and sales tax base within the Project Area through the development of various land use types;

WHEREAS, pursuant to the Act, the Agency held a public hearing to receive comment regarding the Plan on August 8, 2023, and provided notice of such hearing in accordance with the Act; and

WHEREAS, the Board now desires to approve the draft Plan without revisions and submit the Plan to the City Council of Syracuse City (the “City Council”) for adoption;

### **BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SYRACUSE CITY REDEVELOPMENT AGENCY, AS FOLLOWS:**

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and by the officers of the Agency directed toward the preparation of the draft Plan are hereby ratified, approved, and confirmed.

Section 2. The Board hereby finds and determines that the adoption of the Plan will: (a) satisfy a public purpose, (b) provide a public benefit as shown by the analysis in the Plan, (c) be economically sound and feasible, (d) conform to the general plan of the City, and (e) promote the public peace, health, safety, and welfare of the community in which the Project Area is located.

Section 3. The Board hereby approves the Plan, without revision, as the community development project area plan for the Project Area, including all properties

included within the legal description in the Plan, which is attached hereto as Exhibit B, and submits the Plan for adoption by the City Council.

Section 4. The appropriate officers of the Agency are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 5. If any one or more sections, sentences, clauses, or parts of this Resolution shall, for any reason, be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, but shall be confined in its operation to the specific sections, sentences, clauses, or parts of this Resolution so held unconstitutional and invalid, and the inapplicability and invalidity of any section, sentence, clause, or part of this Resolution in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Resolution in any other instances.

Section 6. All resolutions of the Agency in conflict with this Resolution are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any Resolution, by-law or regulation, or part thereof, heretofore repealed.

PASSED BY THE BOARD OF DIRECTORS OF THE SYRACUSE CITY  
REDEVELOPMENT AGENCY THIS AUGUST 8, 2023.

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

ATTEST:

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

STATE OF UTAH                    )  
                                          ) ss.  
COUNTY OF DAVIS            )

I, Cassie Z. Brown, the duly qualified and acting City Recorder of Syracuse City, Utah, do hereby certify according to the records of the Syracuse City Redevelopment Agency (the “Agency”) in my possession that the foregoing constitutes a true, correct, and complete copy of the minutes of the special meeting of the Agency’s Board of Directors (the “Board”) held on August 8, 2023, as it pertains to a resolution (the “Resolution”) adopted by the Board at said meeting, including the Resolution, as said minutes and Resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Cassie Z. Brown, CMC  
City Recorder  
Syracuse City, Utah

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cassie Z. Brown, the undersigned City Recorder of Syracuse, Utah, do hereby certify, according to the records of the Syracuse City Redevelopment Agency (the "Agency") in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 8, 2023, public meeting held by the Board of Directors of the Agency (the "Board") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted on the City's public website at \_\_\_\_\_, on \_\_\_\_\_, at least fourteen (14) days prior to the hearing, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website \_\_\_\_\_ on \_\_\_\_\_, at least fourteen (14) days prior to the hearing.

I further certify that the Agency does not hold regular meetings that are scheduled in advance over the course of a year, but meets on an unscheduled basis from time to time, as needed.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 8, 2023.

By: \_\_\_\_\_  
Cassie Z. Brown, CMC  
City Recorder  
Syracuse City, Utah

## **SCHEDULE 1**

### **Notice of Hearing Proposed 2023 SYRACUSE 2500 WEST COMMUNITY REINVESTMENT AREA PLAN**

Re: Syracuse 2500 W Community Reinvestment Project Area Plan The Syracuse City Redevelopment Agency (the “Agency”) will hold a public hearing on AUGUST 8, 2023 at 6:00 p.m. in the City Council chambers located at 1979 West 1900 South, Syracuse, Utah to consider the Syracuse 2500 W Community Reinvestment Project Area Plan (the “Plan”) for a community development project area (the “Project Area”) located between the following boundaries: North edge of ROW of Hwy 193/North border of Syracuse City shared with West Point, East edge of ROW 2000 W/ Hwy 108, South border of 700 S ROW, West edge of 3000 W ROW. Legal descriptions of the parcels which are included in the proposed CDA are listed in the Plan. A project area map is enclosed for your review. The Plan is available, including property details, for inspection at the Agency’s office located at 1979 West 1900 South, Syracuse, Utah, during regular business hours. You may ask questions or request a copy of the draft plan at no cost, by contacting the Community Development Office at 801-614-9672 or at 1979 West 1900 South, Syracuse, Utah. An electronic, printable version is available at the City’s website at [www.syracuseut.gov](http://www.syracuseut.gov). If approved, then property tax generated by new development will be used to implement the purposes of the plan. The plan will not result in new or higher taxes for existing uses within the plan area. The purpose of the public hearing is to take comments from interested persons who may appear and comment on the Plan, including whether it should be revised, approved, or rejected. You are invited to submit comments to the Agency concerning the Plan before the date of the hearing at the Agency’s office located at 1979 West 1900 South, Syracuse, Utah. Any person objecting to the Plan or contesting the regularity of any of the proceedings to adopt the Plan may appear before the Agency at the hearing to show cause why the Plan should not be adopted.

EXHIBIT B

Syracuse 2500 West Community Reinvestment Area Project Area Plan



# RDA AGENDA

August 8, 2023

Agenda item #3

Authorization to Execute Interlocal Agreements with Taxing Entities

## ***Summary***

Before property taxes can be diverted for the 2500 W CRA, an interlocal agreement is required to be entered into between the city RDA and each taxing entity. The interlocal agreement between each entity is very similar. City staff has met with each entity and presented the requested terms. The basic terms in the agreements are as followed:

- 60% property tax to the agency
- 40% property tax to the taxing entities
- \$20,000,000 cap
- 15 year project length
- No collection on new residential

## ***Goal of Discussion***

Vote to approve, approve with conditions, table, or deny this item.

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into on the 15th day of August, 2023, by and between the **REDEVELOPMENT AGENCY OF SYRACUSE CITY**, a community reinvestment 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 is operated under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency 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 Syracuse City (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 and investments which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its residents; 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 created Syracuse 2500 West Area (the “Project Area”) located at SR 193 and 2500 West, as outlined in **Exhibit “A”** (the “Property”), located within the City, through the adoption of the Community Reinvestment Project Area Plan (the “Project Area Plan”), which is described in **Exhibit “B”** attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains mostly vacant and underutilized land, which is anticipated to be utilized for industrial and commercial development. The Agency has not yet entered into any participation or development agreements with developers but anticipates that the City and/or the Agency may enter into one or more 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, “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$333,952 per year in property taxes for the various taxing entities, including the City, the County, Davis School District (the “School District”), and the other Special Service Districts, with \$39,589 of that total going to the County; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property tax increment produced by the Project Area for the City, County, the School District, and the other Special Service Districts are projected to total approximately \$3,224,454 per year, with \$382,246 of that total going to the County; and

G. **WHEREAS**, the Agency has requested the City, County, School District, and other Special Service Districts to participate in the promotion of development in the Project Area by agreeing to remit to the Agency specified portions of the increased property tax (i.e., Tax Increment,) which will be generated by the Project Area for a specified period of time; and

H. **WHEREAS**, the Agency has retained Zion’s Bank Public Finance, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and Budget; and

I. **WHEREAS**, the Agency has adopted the Syracuse 2500 West Community Reinvestment Project Area Budget (the “Project Area Budget”), a draft 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;

J. **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 County has determined that significant additional property tax revenue (*i.e.*, Tax Increment, as defined by the Act) will likely be generated by the development of public amenities within 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 the best interests of its residents to pay or distribute specified portions of its Tax Increment to the Agency in order for the Agency to support the construction of public amenities and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and 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 tax year 2022, 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 2022 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be \$27,587,932, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreement(s) with one or more participant(s) which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)’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 participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, 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, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger and Length of Tax Increment Collection Period.** The first year (“Year One”) of payment of Tax Increment from the County to the Agency shall be determined by the Agency, but the Agency will trigger the Project Area for collection no later than by August 15<sup>th</sup>, 2025. Each subsequent year, beginning with the year following Year One, shall be defined in sequence as “Year Two” through “Year Fifteen”. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor’s office.

6. **Total Payment to Agency.** The County shall authorize the remittance of 60% of the annual Property Tax Increment generated within the Project Area, including the real (i.e., building, land, and fixtures), personal, and centrally assessed property within the Project Area for both the County and County Library to the Agency, beginning with property tax receipts in Year One, and continuing through Year Fifteen, or until a cap of \$20,000,000 (The Cap) is reached, whichever comes first. Prior to sending the Tax Increment the County will reduce the payment by 1% for the cost of administering the project as outlined below. This Agreement is regarding industrial and commercial development only. No increment shall be collected on new residential development. The City has already applied for the "Third Quarter Davis County Transportation Grant" (The Grant). In the event the City receives any portion of The Grant, The Cap shall be reduced by the equivalent amount granted to the City (The Reduced Cap).

7. **Cost of Administering Project.** The County authorizes the Agency to use 1% of the Tax Increment received each year by the Agency for administrative purposes. The maximum total amount of administrative costs over the life of the project is \$200,000 (1% of 20,000,000). In addition, Davis County shall be allowed to use 1% of the Tax Increment that the County contributes for administrative costs each year throughout the 15 years or until the Cap is met. This amount used by the County will be deducted from the Tax Increment sent to the Agency.

8. **Property Tax Increase.** This Agreement provides for the payment of the increase in real property, personal property, and centrally assessed property taxes collected from the Project Area by the County, which is also the tax collection agency. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the County, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.

9. **Prohibition of Reduction of Funds by Taxing Entities.** As required under 17C-5-204(6), this agreement prohibits a taxing entity from proportionately reducing the amount of project area funds the taxing entity consents to pay to an agency under this section by the amount of any direct expenditures the taxing entity makes within the project area for the benefit of the project area or the agency.

10. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County, which is also the tax collecting agency. 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.

11. **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.

12. **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.

13. **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 Davis County:  
Davis County  
Attn: Davis County Commission  
61 South Main  
Farmington, Utah 84025  
Phone: (801) 451-3200

If to Agency:  
Syracuse Redevelopment Agency  
Attn: Noah Steele  
1979 West 1900 South  
Syracuse, Utah 84075  
Phone: (801) 614-9672

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 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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 Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment 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 Tax Increment to be declared invalid.

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

24. **Duration.** This Agreement shall terminate after the final payment of the Tax Increment to the Agency in Year Fifteen or when The Cap amount of \$20,000,000 has been reached, or when The Reduced Cap amount has been reached, whichever comes first.

25. **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.

26. **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.

27. **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, the Agency shall, on behalf of both parties, 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.

Davis County: DAVIS COUNTY COMMISSION

Attest:

By: \_\_\_\_\_  
Its: Chair

\_\_\_\_\_  
Clerk

Approved as to form:

\_\_\_\_\_  
Attorney for County

Agency: REDEVELOPMENT AGENCY OF SYRACUSE

By: \_\_\_\_\_  
Its: Chair

Approved as to form:

\_\_\_\_\_  
Attorney for Agency

**EXHIBIT “A**  
**To**  
**INTERLOCAL AGREEMENT**

Legal Description of Project

**Description:**

Starting at the northwest corner of the intersection of 3000 W and SR 193. Travel east along the north edge of ROW of Hwy 193/north border of Syracuse City shared with West Point, to the northeast corner of the intersection of 2000 W/ Hwy 108, then south along the east border of 2000 W until the southeast intersection of 2000 W/700 S. Then travel west along the south border of 700 S ROW until the southwest corner of 700 S/3000 W, and then north along the west edge of 3000 W ROW to the point of beginning.

Enclosing approximately 338 acres.

**EXHIBIT “B”**  
**To**  
**INTERLOCAL AGREEMENT**  
Project Area Plan

**EXHIBIT “C”**  
**To**  
**INTERLOCAL AGREEMENT**  
Project Area Budget

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND DAVIS SCHOOL DISTRICT**

**THIS INTERLOCAL AGREEMENT** BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND DAVIS SCHOOL DISTRICT (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **DAVIS SCHOOL DISTRICT** (the "District") (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 "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On June 14, 2022, the Agency authorized the preparation of the Syracuse 2500 West Community Reinvestment Area Project Area (the "Project Area"), and has prepared a draft community 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 Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the 2500 West area between SR193 and 700 South (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan on August 8, 2023; and
- D. The District and the Agency have determined that it is in the best interests of the Agency and the District, and their citizens, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the District desires to authorize the payment to the Agency of a portion of the District's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the 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. District's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the District hereby agrees

and consents that the Agency shall be paid sixty percent (60%) of the District share of the Tax Increment from the Project Area (the "District Share") for fifteen (15) years, starting no later than January 1, 2025, with the base year being 2022. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2022 base taxable value of the Project Area is approximately twenty-seven million five hundred eighty-seven thousand nine hundred thirty-two dollars (\$27,587,932.00), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. No increment shall be collected on new residential development. The District Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the District's then current tax levy rate.

- b. Davis County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the 15-year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives less than the specified fifteen (15) 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, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated 15-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 costs will not extend over a period longer than fifteen (15) years. In no case shall the total District Tax Increment collected by the Agency exceed twenty million dollars (\$20,000,000.00).

## **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project Area shall require sixty percent (60%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The Agency agrees that the City's participation in the Project Area, for parcels 12-035-0132 and 12-035-0103, known as the Boyer Project, the City Share shall be one hundred percent (100%). The City Share shall be paid to the Agency for fifteen (15) years, with the base year being 2022.

## **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the Project Area Plan.

## **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

## **5. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

## **6. 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.

## **7. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

## **8. 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 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 its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the District Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2045;
- 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 Area 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 joint or cooperative 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.

## **9. Modification and Amendment.**

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.

**10. 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.

**11. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

**12. Severability.**

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. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

**14. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and provided in writing to the other party:

|                                                                                                                |                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <u>To the Agency:</u><br><br>Syracuse City<br>Attn: City Manager<br>1979 West 1900 South<br>Syracuse, UT 84075 | <u>To the District:</u><br><br>Davis School District<br>Attn: Craig Carter<br>45 E. State St<br>PO Box 588<br>Farmington, UT 84025-0588 |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|

**15. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this

Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

#### **16. Benefits.**

The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. District employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the District for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

#### **17. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

#### **18. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

#### **19. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the

performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

**20. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

**21. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

**22. Headers.** The headers used in this Agreement are for convenience purposes only and do not provide any legal right.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

---

DAVE MAUGHAN, CHAIR

---

Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

---

Brieanne M. Brass, Agency Attorney

**DAVIS SCHOOL DISTRICT**

---

**ATTEST:**

---

**Attorney Review For the District**

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

---

**Attorney for District**

**Exhibit A**  
Project Area Plan

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND MOSQUITO ABATEMENT DISTRICT - DAVIS**

**THIS INTERLOCAL AGREEMENT BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND MOSQUITO ABATEMENT DISTRICT - DAVIS** (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **MOSQUITO ABATEMENT DISTRICT - DAVIS** (the "District") (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 "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On June 14, 2022, the Agency authorized the preparation of the Syracuse 2500 West Community Reinvestment Area Project Area (the "Project Area"), and has prepared a draft community 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 Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the 2500 West area between SR193 and 700 South (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan on August 8, 2023; and
- D. The District and the Agency have determined that it is in the best interests of the Agency and the District, and their citizens, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the District desires to authorize the payment to the Agency of a portion of the District's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the 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. District's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the District hereby agrees and consents that the Agency shall be paid sixty percent (60%) of the District share of the Tax Increment from the Project Area (the "District Share") for fifteen (15) years, starting no later than January 1, 2025, with the base year being 2022. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2022 base taxable value of the Project Area is approximately twenty-seven million five hundred eighty-seven thousand nine hundred thirty-two dollars (\$27,587,932.00), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. No increment shall be collected on new residential development. The District Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the District's then current tax levy rate.
- b. Davis County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the 15-year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives less than the specified fifteen (15) 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, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated 15-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 costs will not extend over a period longer than fifteen (15) years. In no case shall the total District Tax Increment collected by the Agency exceed twenty million dollars (\$20,000,000.00).

### **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project Area shall require sixty percent (60%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The Agency agrees that the City's participation in the Project Area, for parcels 12-035-0132 and 12-035-0103, known as the Boyer Project, the City Share shall be one hundred percent (100%). The City Share shall be paid to the Agency for fifteen (15) years, with the base year being 2022.

### **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the Project Area Plan.

### **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and

maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

#### **5. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

#### **6. 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.

#### **7. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

#### **8. 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 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 its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the District Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2045;
- 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 Area 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 joint or cooperative 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.

**9. Modification and Amendment.**

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.

**10. 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.

**11. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

**12. Severability.**

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. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

**14. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and provided in writing to the other party:

|                                                                                                                |                         |
|----------------------------------------------------------------------------------------------------------------|-------------------------|
| <u>To the Agency:</u><br><br>Syracuse City<br>Attn: City Manager<br>1979 West 1900 South<br>Syracuse, UT 84075 | <u>To the District:</u> |
|----------------------------------------------------------------------------------------------------------------|-------------------------|

### **15. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

### **16. Benefits.**

The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. District employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the District for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

### **17. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

### **18. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

### **19. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles,

inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

**20. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

**21. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

**22. Headers.** The headers used in this Agreement are for convenience purposes only and do not provide any legal right.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

---

DAVE MAUGHAN, CHAIR

---

Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

---

Brieanne M. Brass, Agency Attorney

**MOSQUITO ABATEMENT DISTRICT -  
DAVIS**

---

**ATTEST:**

---

**Attorney Review For the District**

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

---

**Attorney for District**

**Exhibit A**  
Project Area Plan

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND NORTH DAVIS SEWER DISTRICT**

**THIS INTERLOCAL AGREEMENT** BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND NORTH DAVIS SEWER DISTRICT (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **NORTH DAVIS SEWER DISTRICT** (the "District") (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 "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On June 14, 2022, the Agency authorized the preparation of the Syracuse 2500 West Community Reinvestment Area Project Area (the "Project Area"), and has prepared a draft community 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 Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the 2500 West area between SR193 and 700 South (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan on August 8, 2023; and
- D. The District and the Agency have determined that it is in the best interests of the Agency and the District, and their citizens, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the District desires to authorize the payment to the Agency of a portion of the District's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the 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. District's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the District hereby agrees and consents that the Agency shall be paid sixty percent (60%) of the District share of the Tax Increment from the Project Area (the "District Share") for fifteen (15) years, starting no later than January 1, 2025, with the base year being 2022. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2022 base taxable value of the Project Area is approximately twenty-seven million five hundred eighty-seven thousand nine hundred thirty-two dollars (\$27,587,932.00), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. No increment shall be collected on new residential development. The District Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the District's then current tax levy rate.
- b. Davis County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the 15-year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives less than the specified fifteen (15) 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, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated 15-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 costs will not extend over a period longer than fifteen (15) years. In no case shall the total District Tax Increment collected by the Agency exceed twenty million dollars (\$20,000,000.00).

### **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project Area shall require sixty percent (60%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The Agency agrees that the City's participation in the Project Area, for parcels 12-035-0132 and 12-035-0103, known as the Boyer Project, the City Share shall be one hundred percent (100%). The City Share shall be paid to the Agency for fifteen (15) years, with the base year being 2022.

### **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the Project Area Plan.

### **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any of the components of the Project as described herein and

contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

#### **5. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

#### **6. 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.

#### **7. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

#### **8. 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 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 its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the District Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2045;
- 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 Area 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 joint or cooperative 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.

**9. Modification and Amendment.**

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.

**10. 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.

**11. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

**12. Severability.**

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. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

**15. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and provided in writing to the other party:

|                                                                                                                |                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <u>To the Agency:</u><br><br>Syracuse City<br>Attn: City Manager<br>1979 West 1900 South<br>Syracuse, UT 84075 | <u>To the District:</u><br><br>North Davis Sewer District<br>4252 W 200 S<br>Syracuse, UT 84075<br>ATTN: District Manager |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|

**16. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

**18. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

**19. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

**20. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

**21. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior

written consent of both of the Parties.

**22. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

---

DAVE MAUGHAN, CHAIR

---

Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

---

Brianne M. Brass, Agency Attorney

**NORTH DAVIS SEWER DISTRICT**

---

**Board Chairman**

**ATTEST:**

---

Board Clerk

**Attorney Review For the District**

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

---

**Attorney for District**

**Exhibit A**  
Project Area Plan

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND WEBER BASIN WATER CONSERVANCY DISTRICT**

**THIS INTERLOCAL AGREEMENT BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND WEBER BASIN WATER CONSERVANCY DISTRICT** (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **WEBER BASIN WATER CONSERVANCY DISTRICT** (the "District") The Agency and the District may also be referred to individually as a "Party" and collectively as the "Parties." Syracuse City may be referred to as "City."

**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 "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On June 14, 2022, the Agency authorized the preparation of the Syracuse 2500 West Community Reinvestment Area Project Area (the "Project Area"), and has prepared a draft community 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 Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the 2500 West area between SR193 and 700 South (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan on August 8, 2023; and
- D. The District and the Agency have determined that it is in the best interests of the Agency and the District, and their citizens, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the District desires to authorize the payment to the Agency of a portion of the District's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the 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. District's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the District hereby agrees and consents that the Agency shall be paid sixty percent (60%) of the District share of the Tax Increment from the Project Area (the "District Share") for fifteen (15) years, starting no later than January 1, 2025, with the base year being 2022. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2022 base taxable value of the Project Area is approximately twenty-seven million five hundred eighty-seven thousand nine hundred thirty-two dollars (\$27,587,932.00), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. No increment shall be collected on new residential development. The District Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the District's then current tax levy rate.
- b. Davis County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the 15-year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives less than the specified fifteen (15) 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, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated 15-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 costs will not extend over a period longer than fifteen (15) years. In no case shall the total District Tax Increment collected by the Agency exceed twenty million dollars (\$20,000,000).
- d. Notwithstanding anything to the contrary in this Agreement, in the Project Area Plan, in the Act, or in the Cooperation Act, none of the District Share shall be used for environmental cleanup or remediation of water or aquifers or for the purchase or development of municipal and/or industrial water, including, but not limited to, purchase, treatment, or storage other than infrastructure owned and used by Syracuse City in its delivery of water.

### **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project Area shall require sixty percent (60%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The Agency agrees that the City's participation in the Project Area, for parcels 12-035-0132 and 12-035-0103, known as the Boyer Project, the City Share shall be one hundred percent (100%). The City Share shall be paid to the Agency for fifteen (15) years, with the base year being 2022.

### **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the

Project Area Plan.

#### **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

#### **5. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

#### **6. 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.

#### **7. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, including representations of the Agency concerning the Project Area and any benefit to the Community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

#### **8. 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 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, and shall have the power to administer the terms of this Agreement as necessary, but shall not have power to do anything contrary to the terms of this Agreement. It is not expected that voting, as contemplated by Utah Code Annotated §11-13-206(1), will occur, but if it does, then the Parties shall each have an equal vote;
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the District Share, for the specified fifteen (15) year period) has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2045;

- 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 Area 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 joint or cooperative 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.

#### **9. Modification and Amendment.**

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.

#### **10. 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.

#### **11. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

#### **12. Severability.**

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. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

#### **14. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and

provided in writing to the other party:

|                                                                                                                |                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <u>To the Agency:</u><br><br>Syracuse City<br>Attn: City Manager<br>1979 West 1900 South<br>Syracuse, UT 84075 | <u>To the District:</u><br><br>Weber Basin Water Conservancy District<br>Attn: General Manager<br>2837 E Highway 193<br>Layton, UT 84040 |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|

**15. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

**16. Benefits.**

The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. District employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the District for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

**17. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

**18. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no

other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

**19. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

**20. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

**21. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

**22. Headers.** The headers used in this Agreement are for convenience purposes only and do not provide any legal right.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

---

DAVE MAUGHAN, CHAIR

---

Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

---

Brieanne M. Brass, Agency Attorney

**WEBER BASIN WATER  
CONSERVANCY DISTRICT**

---

**ATTEST:**

---

**Attorney Review For the District**

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

---

**Attorney for District**

**Exhibit A**  
Project Area Plan

## **RESOLUTION RDA23--03**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH DAVIS COUNTY REGARDING THE SYRACUSE 2500 WEST COMMUNITY REINVESTMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) on June 14, 2022 authorized the creation of a draft plan for the Syracuse Antelope Drive Community Development Area (the “Project”); and

**WHEREAS**, the Agency and County are authorized, pursuant to Title, 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes; and

**WHEREAS**, pursuant to Title 17C, Chapter 4, Section 201, Utah Code Annotated, the County may express its participation through an interlocal agreement; and

**WHEREAS**, Davis County has expressed its interest in authorizing the execution of the Interlocal Agreement Between the Syracuse City Redevelopment Agency and Davis County (the “Agreement”), related to the Project; and

**WHEREAS**, the Agency finds that execution of the Agreement and the commencement of the Project will be in the best interests of the City and provide opportunities for growth and development, job creation, and economic prosperity,

**NOW, THEREFORE, BE IT RESOLVED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Approval.** The Agreement, attached as Exhibit A, is approved by the Agency Board, and the Executive Director is authorized to execute the Agreement.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 3. Effective Date.** This effective date of the Agreement shall be the soonest date after all applicable provisions of the Utah Interlocal Cooperation Act have been satisfied in order to trigger the effective date of the Interlocal Agreement.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, THIS 8<sup>th</sup> DAY OF AUGUST, 2023.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
Secretary

By: \_\_\_\_\_  
Dave Maughan  
Executive Director

Voting by the Agency:

|         | “AYE” | “NAY” |
|---------|-------|-------|
| Bingham | _____ | _____ |
| Carver  | _____ | _____ |
| Savage  | _____ | _____ |
| Teague  | _____ | _____ |
| Watson  | _____ | _____ |

## **EXHIBIT “A”**

## INTERLOCAL COOPERATION AGREEMENT

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into on the 15th day of August, 2023, by and between the **REDEVELOPMENT AGENCY OF SYRACUSE CITY**, a community reinvestment 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 is operated under the provisions of the Limited Purpose Local Government Entities - Community Reinvestment Agency 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 Syracuse City (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 and investments which substantially benefit the City, creating economic benefits to the City, and improving the public health, safety and welfare of its residents; 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 created Syracuse 2500 West Area (the “Project Area”) located at SR 193 and 2500 West, as outlined in **Exhibit “A”** (the “Property”), located within the City, through the adoption of the Community Reinvestment Project Area Plan (the “Project Area Plan”), which is described in **Exhibit “B”** attached hereto and incorporated herein by this reference; and

D. **WHEREAS**, the Project Area contains mostly vacant and underutilized land, which is anticipated to be utilized for industrial and commercial development. The Agency has not yet entered into any participation or development agreements with developers but anticipates that the City and/or the Agency may enter into one or more 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, “Tax Increment” (as that term is defined in the Act), generated from the Project Area; and

E. **WHEREAS**, historically, the Project Area has generated a total of \$333,952 per year in property taxes for the various taxing entities, including the City, the County, Davis School District (the “School District”), and the other Special Service Districts, with \$39,589 of that total going to the County; and

F. **WHEREAS**, upon full development as contemplated in the Project Area Plan, property tax increment produced by the Project Area for the City, County, the School District, and the other Special Service Districts are projected to total approximately \$3,224,454 per year, with \$382,246 of that total going to the County; and

G. **WHEREAS**, the Agency has requested the City, County, School District, and other Special Service Districts to participate in the promotion of development in the Project Area by agreeing to remit to the Agency specified portions of the increased property tax (i.e., Tax Increment,) which will be generated by the Project Area for a specified period of time; and

H. **WHEREAS**, the Agency has retained Zion’s Bank Public Finance, Inc., an independent financial consulting firm with substantial experience regarding community reinvestment projects and tax increment funding across the State of Utah, to prepare the Project Area Plan and Budget; and

I. **WHEREAS**, the Agency has adopted the Syracuse 2500 West Community Reinvestment Project Area Budget (the “Project Area Budget”), a draft 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;

J. **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 County has determined that significant additional property tax revenue (*i.e.*, Tax Increment, as defined by the Act) will likely be generated by the development of public amenities within 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 the best interests of its residents to pay or distribute specified portions of its Tax Increment to the Agency in order for the Agency to support the construction of public amenities and other development related costs needed to serve the Project Area, to the extent permitted by the Act, the Project Area Plan, and the Project Area Budget, each as adopted and 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 tax year 2022, 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 2022 Davis County assessment rolls for all property located within the Project Area (which is currently estimated to be \$27,587,932, but is subject to final adjustment and verification by the County and Agency).

4. **Agreement(s) with Developer(s).** The Agency is authorized to enter into one or more participation agreement(s) with one or more participant(s) which may provide for the payment of certain amounts of Tax Increment (to the extent such Tax Increment is actually paid to and received by the Agency from year to year) to the participant(s) conditional upon the participant (s)’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 participant(s) that the respective participant or its approved successors in title as owners of all current and subsequent parcels within the Project Area, 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, and such other performance measures as the Agency may deem appropriate.

5. **Payment Trigger and Length of Tax Increment Collection Period.** The first year (“Year One”) of payment of Tax Increment from the County to the Agency shall be determined by the Agency, but the Agency will trigger the Project Area for collection no later than by August 15<sup>th</sup>, 2025. Each subsequent year, beginning with the year following Year One, shall be defined in sequence as “Year Two” through “Year Fifteen”. The Agency may trigger the collection of Tax Increment by timely delivering a letter or other written request to the Davis County Auditor’s office.

6. **Total Payment to Agency.** The County shall authorize the remittance of 60% of the annual Property Tax Increment generated within the Project Area, including the real (i.e., building, land, and fixtures), personal, and centrally assessed property within the Project Area for both the County and County Library to the Agency, beginning with property tax receipts in Year One, and continuing through Year Fifteen, or until a cap of \$20,000,000 (The Cap) is reached, whichever comes first. Prior to sending the Tax Increment the County will reduce the payment by 1% for the cost of administering the project as outlined below. This Agreement is regarding industrial and commercial development only. No increment shall be collected on new residential development. The City has already applied for the "Third Quarter Davis County Transportation Grant" (The Grant). In the event the City receives any portion of The Grant, The Cap shall be reduced by the equivalent amount granted to the City (The Reduced Cap).

7. **Cost of Administering Project.** The County authorizes the Agency to use 1% of the Tax Increment received each year by the Agency for administrative purposes. The maximum total amount of administrative costs over the life of the project is \$200,000 (1% of 20,000,000). In addition, Davis County shall be allowed to use 1% of the Tax Increment that the County contributes for administrative costs each year throughout the 15 years or until the Cap is met. This amount used by the County will be deducted from the Tax Increment sent to the Agency.

8. **Property Tax Increase.** This Agreement provides for the payment of the increase in real property, personal property, and centrally assessed property taxes collected from the Project Area by the County, which is also the tax collection agency. Without limiting the foregoing, this Agreement includes Tax Increment resulting from an increase in the tax rate of the County, which is hereby expressly approved as being included in Tax Increment as required by Section 17C-1-407 of the Act. It is expressly understood that the Property Taxes which are the subject of this Agreement are only those Property Taxes actually collected by the County from the Project Area.

9. **Prohibition of Reduction of Funds by Taxing Entities.** As required under 17C-5-204(6), this agreement prohibits a taxing entity from proportionately reducing the amount of project area funds the taxing entity consents to pay to an agency under this section by the amount of any direct expenditures the taxing entity makes within the project area for the benefit of the project area or the agency.

10. **No Independent Duty.** The County shall be responsible to remit to the Agency only Tax Increment actually received by the County, which is also the tax collecting agency. 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.

11. **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.

12. **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.

13. **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 Davis County:  
Davis County  
Attn: Davis County Commission  
61 South Main  
Farmington, Utah 84025  
Phone: (801) 451-3200

If to Agency:  
Syracuse Redevelopment Agency  
Attn: Noah Steele  
1979 West 1900 South  
Syracuse, Utah 84075  
Phone: (801) 614-9672

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 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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **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 Tax Increment, declares that the Agency cannot pay the Tax Increment to developers, or takes any other action which has the effect of eliminating or reducing the payments of Tax Increment received by the Agency, the Agency's obligation to pay the Tax Increment 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 Tax Increment to be declared invalid.

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

24. **Duration.** This Agreement shall terminate after the final payment of the Tax Increment to the Agency in Year Fifteen or when The Cap amount of \$20,000,000 has been reached, or when The Reduced Cap amount has been reached, whichever comes first.

25. **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.

26. **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.

27. **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, the Agency shall, on behalf of both parties, 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.

Davis County: DAVIS COUNTY COMMISSION

Attest:

By: \_\_\_\_\_  
Its: Chair

\_\_\_\_\_  
Clerk

Approved as to form:

\_\_\_\_\_  
Attorney for County

Agency: REDEVELOPMENT AGENCY OF SYRACUSE

By: \_\_\_\_\_  
Its: Chair

Approved as to form:

\_\_\_\_\_  
Attorney for Agency

**EXHIBIT “A**  
**To**  
**INTERLOCAL AGREEMENT**

Legal Description of Project

**Description:**

Starting at the northwest corner of the intersection of 3000 W and SR 193. Travel east along the north edge of ROW of Hwy 193/north border of Syracuse City shared with West Point, to the northeast corner of the intersection of 2000 W/ Hwy 108, then south along the east border of 2000 W until the southeast intersection of 2000 W/700 S. Then travel west along the south border of 700 S ROW until the southwest corner of 700 S/3000 W, and then north along the west edge of 3000 W ROW to the point of beginning.

Enclosing approximately 338 acres.

**EXHIBIT “B”**  
**To**  
**INTERLOCAL AGREEMENT**  
Project Area Plan

**EXHIBIT “C”**  
**To**  
**INTERLOCAL AGREEMENT**  
Project Area Budget

## **RESOLUTION RDA23--04**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH DAVIS SCHOOL DISTRICT REGARDING THE SYRACUSE 2500 WEST COMMUNITY REINVESTMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) on June 14, 2022 authorized the creation of a draft plan for the Syracuse 2500 West Community Reinvestment Area (the “Project”); and

**WHEREAS**, the Agency and County are authorized, pursuant to Title, 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes; and

**WHEREAS**, pursuant to Title 17C, Chapter 4, Section 201, Utah Code Annotated, the County may express its participation through an interlocal agreement; and

**WHEREAS**, Davis School District, expressed its consent by authorizing the execution of the Interlocal Agreement Between the Syracuse City Redevelopment Agency and Davis County (the “Agreement”), related to the Project; and

**WHEREAS**, the Agency finds that execution of the Agreement and the commencement of the Project will be in the best interests of the City and provide opportunities for growth and development, job creation, and economic prosperity,

**NOW, THEREFORE, BE IT RESOLVED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Approval.** The Agreement, attached as Exhibit A, is approved by the Agency Board, and the Executive Director is authorized to execute the Agreement.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 3. Effective Date.** This effective date of the Agreement shall be the soonest date after all applicable provisions of the Utah Interlocal Cooperation Act have been satisfied in order to trigger the effective date of the Interlocal Agreement.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, THIS 8<sup>th</sup> DAY OF AUGUST, 2023.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
Secretary

By: \_\_\_\_\_  
Dave Maughan  
Executive Director

Voting by the Agency:

|         | “AYE” | “NAY” |
|---------|-------|-------|
| Bingham | _____ | _____ |
| Carver  | _____ | _____ |
| Savage  | _____ | _____ |
| Teague  | _____ | _____ |
| Watson  | _____ | _____ |

## **EXHIBIT “A”**

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND DAVIS SCHOOL DISTRICT**

**THIS INTERLOCAL AGREEMENT** BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND DAVIS SCHOOL DISTRICT (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **DAVIS SCHOOL DISTRICT** (the "District") (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 "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On June 14, 2022, the Agency authorized the preparation of the Syracuse 2500 West Community Reinvestment Area Project Area (the "Project Area"), and has prepared a draft community 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 Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the 2500 West area between SR193 and 700 South (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan on August 8, 2023; and
- D. The District and the Agency have determined that it is in the best interests of the Agency and the District, and their citizens, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the District desires to authorize the payment to the Agency of a portion of the District's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the 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. District's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the District hereby agrees

and consents that the Agency shall be paid sixty percent (60%) of the District share of the Tax Increment from the Project Area (the "District Share") for fifteen (15) years, starting no later than January 1, 2025, with the base year being 2022. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2022 base taxable value of the Project Area is approximately twenty-seven million five hundred eighty-seven thousand nine hundred thirty-two dollars (\$27,587,932.00), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. No increment shall be collected on new residential development. The District Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the District's then current tax levy rate.

- b. Davis County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the 15-year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives less than the specified fifteen (15) 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, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated 15-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 costs will not extend over a period longer than fifteen (15) years. In no case shall the total District Tax Increment collected by the Agency exceed twenty million dollars (\$20,000,000.00).

## **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project Area shall require sixty percent (60%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The Agency agrees that the City's participation in the Project Area, for parcels 12-035-0132 and 12-035-0103, known as the Boyer Project, the City Share shall be one hundred percent (100%). The City Share shall be paid to the Agency for fifteen (15) years, with the base year being 2022.

## **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the Project Area Plan.

## **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

## **5. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

## **6. 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.

## **7. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

## **8. 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 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 its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the District Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2045;
- 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 Area 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 joint or cooperative 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.

## **9. Modification and Amendment.**

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.

#### **10. 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.

#### **11. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

#### **12. Severability.**

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. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

#### **14. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and provided in writing to the other party:

|                                                                                                                |                         |
|----------------------------------------------------------------------------------------------------------------|-------------------------|
| <u>To the Agency:</u><br><br>Syracuse City<br>Attn: City Manager<br>1979 West 1900 South<br>Syracuse, UT 84075 | <u>To the District:</u> |
|----------------------------------------------------------------------------------------------------------------|-------------------------|

#### **15. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even

if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

#### **16. Benefits.**

The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. District employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the District for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

#### **17. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

#### **18. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

#### **19. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay,

without any liability to the delayed Party.

**20. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

**21. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

**22. Headers.** The headers used in this Agreement are for convenience purposes only and do not provide any legal right.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

---

DAVE MAUGHAN, CHAIR

---

Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

---

Brianne M. Brass, Agency Attorney

**DAVIS SCHOOL DISTRICT**

---

**ATTEST:**

---

**Attorney Review For the District**

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

---

**Attorney for District**

**Exhibit A**  
Project Area Plan

## **RESOLUTION RDA23-05**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH MOSQUITO ABATEMENT DISTRICT – DAVIS REGARDING THE SYRACUSE 2500 WEST COMMUNITY REINVESTMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) on June 14, 2022 authorized the creation of a draft plan for the Syracuse 2500 West Community Reinvestment Area (the “Project”); and

**WHEREAS**, the Agency and County are authorized, pursuant to Title, 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes; and

**WHEREAS**, pursuant to Title 17C, Chapter 4, Section 201, Utah Code Annotated, the County may express its participation through an interlocal agreement; and

**WHEREAS**, Mosquito Abatement District - Davis expressed its interest in authorizing the execution of the Interlocal Agreement Between the Syracuse City Redevelopment Agency and Davis County (the “Agreement”), related to the Project; and

**WHEREAS**, the Agency finds that execution of the Agreement and the commencement of the Project will be in the best interests of the City and provide opportunities for growth and development, job creation, and economic prosperity,

**NOW, THEREFORE, BE IT RESOLVED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Approval.** The Agreement, attached as Exhibit A, is approved by the Agency Board, and the Executive Director is authorized to execute the Agreement.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 3. Effective Date.** This effective date of the Agreement shall be the soonest date after all applicable provisions of the Utah Interlocal Cooperation Act have been satisfied in order to trigger the effective date of the Interlocal Agreement.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, THIS 8<sup>th</sup> DAY OF AUGUST, 2023.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
Secretary

By: \_\_\_\_\_  
Dave Maughan  
Executive Director

Voting by the Agency:

|         | “AYE” | “NAY” |
|---------|-------|-------|
| Bingham | _____ | _____ |
| Carver  | _____ | _____ |
| Savage  | _____ | _____ |
| Teague  | _____ | _____ |
| Watson  | _____ | _____ |

## **EXHIBIT “A”**

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND MOSQUITO ABATEMENT DISTRICT - DAVIS**

**THIS INTERLOCAL AGREEMENT BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND MOSQUITO ABATEMENT DISTRICT - DAVIS** (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **MOSQUITO ABATEMENT DISTRICT - DAVIS** (the "District") (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 "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On June 14, 2022, the Agency authorized the preparation of the Syracuse 2500 West Community Reinvestment Area Project Area (the "Project Area"), and has prepared a draft community 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 Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the 2500 West area between SR193 and 700 South (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan on August 8, 2023; and
- D. The District and the Agency have determined that it is in the best interests of the Agency and the District, and their citizens, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the District desires to authorize the payment to the Agency of a portion of the District's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the 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. District's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the District hereby agrees and consents that the Agency shall be paid sixty percent (60%) of the District share of the Tax Increment from the Project Area (the "District Share") for fifteen (15) years, starting no later than January 1, 2025, with the base year being 2022. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2022 base taxable value of the Project Area is approximately twenty-seven million five hundred eighty-seven thousand nine hundred thirty-two dollars (\$27,587,932.00), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. No increment shall be collected on new residential development. The District Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the District's then current tax levy rate.
- b. Davis County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the 15-year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives less than the specified fifteen (15) 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, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated 15-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 costs will not extend over a period longer than fifteen (15) years. In no case shall the total District Tax Increment collected by the Agency exceed twenty million dollars (\$20,000,000.00).

### **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project Area shall require sixty percent (60%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The Agency agrees that the City's participation in the Project Area, for parcels 12-035-0132 and 12-035-0103, known as the Boyer Project, the City Share shall be one hundred percent (100%). The City Share shall be paid to the Agency for fifteen (15) years, with the base year being 2022.

### **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the Project Area Plan.

### **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and

maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

#### **5. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

#### **6. 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.

#### **7. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

#### **8. 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 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 its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the District Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2045;
- 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 Area 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 joint or cooperative 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.

**9. Modification and Amendment.**

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.

**10. 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.

**11. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

**12. Severability.**

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. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

**14. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and provided in writing to the other party:

|                                                                                                                |                         |
|----------------------------------------------------------------------------------------------------------------|-------------------------|
| <u>To the Agency:</u><br><br>Syracuse City<br>Attn: City Manager<br>1979 West 1900 South<br>Syracuse, UT 84075 | <u>To the District:</u> |
|----------------------------------------------------------------------------------------------------------------|-------------------------|

### **15. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

### **16. Benefits.**

The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. District employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the District for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

### **17. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

### **18. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

### **19. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles,

inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

**20. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

**21. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

**22. Headers.** The headers used in this Agreement are for convenience purposes only and do not provide any legal right.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

---

DAVE MAUGHAN, CHAIR

---

Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

---

Brianne M. Brass, Agency Attorney

**MOSQUITO ABATEMENT DISTRICT -  
DAVIS**

---

**ATTEST:**

---

**Attorney Review For the District**

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

---

**Attorney for District**

**Exhibit A**  
Project Area Plan

## **RESOLUTION RDA23-06**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH NORTH DAVIS SEWER DISTRICT REGARDING THE SYRACUSE 2500 WEST COMMUNITY REINVESTMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) on June 14, 2022 authorized the creation of a draft plan for the Syracuse 2500 West Community Reinvestment Area (the “Project”); and

**WHEREAS**, the Agency and County are authorized, pursuant to Title, 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes; and

**WHEREAS**, pursuant to Title 17C, Chapter 4, Section 201, Utah Code Annotated, the County may express its participation through an interlocal agreement; and

**WHEREAS**, North Davis Sewer District, expressed its interest in the execution of the Interlocal Agreement Between the Syracuse City Redevelopment Agency and Davis County (the “Agreement”), related to the Project; and

**WHEREAS**, the Agency finds that execution of the Agreement and the commencement of the Project will be in the best interests of the City and provide opportunities for growth and development, job creation, and economic prosperity,

**NOW, THEREFORE, BE IT RESOLVED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Approval.** The Agreement, attached as Exhibit A, is approved by the Agency Board, and the Executive Director is authorized to execute the Agreement.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 3. Effective Date.** This effective date of the Agreement shall be the soonest date after all applicable provisions of the Utah Interlocal Cooperation Act have been satisfied in order to trigger the effective date of the Interlocal Agreement.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, THIS 8<sup>th</sup> DAY OF AUGUST, 2023.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
Secretary

By: \_\_\_\_\_  
Dave Maughan  
Executive Director

Voting by the Agency:

|         | “AYE” | “NAY” |
|---------|-------|-------|
| Bingham | _____ | _____ |
| Carver  | _____ | _____ |
| Savage  | _____ | _____ |
| Teague  | _____ | _____ |
| Watson  | _____ | _____ |

## **EXHIBIT “A”**

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND NORTH DAVIS SEWER DISTRICT**

**THIS INTERLOCAL AGREEMENT BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND NORTH DAVIS SEWER DISTRICT** (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **NORTH DAVIS SEWER DISTRICT** (the "District") (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 "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On June 14, 2022, the Agency authorized the preparation of the Syracuse 2500 West Community Reinvestment Area Project Area (the "Project Area"), and has prepared a draft community 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 Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the 2500 West area between SR193 and 700 South (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan on August 8, 2023; and
- D. The District and the Agency have determined that it is in the best interests of the Agency and the District, and their citizens, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the District desires to authorize the payment to the Agency of a portion of the District's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the 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. District's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the District hereby agrees and consents that the Agency shall be paid sixty percent (60%) of the District share of the Tax Increment from the Project Area (the "District Share") for fifteen (15) years, starting no later than January 1, 2025, with the base year being 2022. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2022 base taxable value of the Project Area is approximately twenty-seven million five hundred eighty-seven thousand nine hundred thirty-two dollars (\$27,587,932.00), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. No increment shall be collected on new residential development. The District Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the District's then current tax levy rate.
- b. Davis County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the 15-year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives less than the specified fifteen (15) 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, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated 15-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 costs will not extend over a period longer than fifteen (15) years. In no case shall the total District Tax Increment collected by the Agency exceed twenty million dollars (\$20,000,000.00).

### **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project Area shall require sixty percent (60%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The Agency agrees that the City's participation in the Project Area, for parcels 12-035-0132 and 12-035-0103, known as the Boyer Project, the City Share shall be one hundred percent (100%). The City Share shall be paid to the Agency for fifteen (15) years, with the base year being 2022.

### **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the Project Area Plan.

### **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any of the components of the Project as described herein and

contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

#### **5. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

#### **6. 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.

#### **7. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

#### **8. 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 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 its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the District Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2045;
- 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 Area 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 joint or cooperative 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.

**9. Modification and Amendment.**

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.

**10. 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.

**11. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

**12. Severability.**

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. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

**15. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and provided in writing to the other party:

|                                                                                                                |                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <u>To the Agency:</u><br><br>Syracuse City<br>Attn: City Manager<br>1979 West 1900 South<br>Syracuse, UT 84075 | <u>To the District:</u><br><br>North Davis Sewer District<br>4252 W 200 S<br>Syracuse, UT 84075<br>ATTN: District Manager |
|----------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|

**16. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

**18. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

**19. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

**20. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

**21. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior

written consent of both of the Parties.

**22. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

---

DAVE MAUGHAN, CHAIR

---

Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

---

Brianne M. Brass, Agency Attorney

**NORTH DAVIS SEWER DISTRICT**

---

**Board Chairman**

**ATTEST:**

---

Board Clerk

**Attorney Review For the District**

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

---

**Attorney for District**

**Exhibit A**  
Project Area Plan

## **RESOLUTION RDA 23-07**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH WEBER-BASIN WATER CONSERVANCY DISTRICT REGARDING THE SYRACUSE 2500 WEST COMMUNITY REINVESTMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) on    authorized the creation of a draft plan for the Syracuse 2500 West Community Reinvestment Area (the “Project”); and

**WHEREAS**, the Agency and County are authorized, pursuant to Title, 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes; and

**WHEREAS**, pursuant to Title 17C, Chapter 4, Section 201, Utah Code Annotated, the County may express its participation through an interlocal agreement; and

**WHEREAS**, Weber-Basin Water Conservancy District, has expressed its consent by authorizing the execution of the Interlocal Agreement Between the Syracuse City Redevelopment Agency and Davis County (the “Agreement”), related to the Project; and

**WHEREAS**, the Agency finds that execution of the Agreement and the commencement of the Project will be in the best interests of the City and provide opportunities for growth and development, job creation, and economic prosperity,

**NOW, THEREFORE, BE IT RESOLVED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:**

**Section 1. Approval.** The Agreement, attached as Exhibit A, is approved by the Agency Board, and the Executive Director is authorized to execute the Agreement.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 3. Effective Date.** This effective date of the Agreement shall be the soonest date after all applicable provisions of the Utah Interlocal Cooperation Act have been satisfied in order to trigger the effective date of the Interlocal Agreement.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, THIS 8<sup>th</sup> DAY OF AUGUST, 2023.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
Secretary

By: \_\_\_\_\_  
Dave Maughan  
Executive Director

Voting by the Agency:

|         | “AYE” | “NAY” |
|---------|-------|-------|
| Bingham | _____ | _____ |
| Carver  | _____ | _____ |
| Savage  | _____ | _____ |
| Teague  | _____ | _____ |
| Watson  | _____ | _____ |

## **EXHIBIT “A”**

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND WEBER BASIN WATER CONSERVANCY DISTRICT**

**THIS INTERLOCAL AGREEMENT BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND WEBER BASIN WATER CONSERVANCY DISTRICT** (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **WEBER BASIN WATER CONSERVANCY DISTRICT** (the "District") The Agency and the District may also be referred to individually as a "Party" and collectively as the "Parties." Syracuse City may be referred to as "City."

**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 "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On June 14, 2022, the Agency authorized the preparation of the Syracuse 2500 West Community Reinvestment Area Project Area (the "Project Area"), and has prepared a draft community 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 Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the 2500 West area between SR193 and 700 South (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan on August 8, 2023; and
- D. The District and the Agency have determined that it is in the best interests of the Agency and the District, and their citizens, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the District desires to authorize the payment to the Agency of a portion of the District's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the 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. District's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the District hereby agrees and consents that the Agency shall be paid sixty percent (60%) of the District share of the Tax Increment from the Project Area (the "District Share") for fifteen (15) years, starting no later than January 1, 2025, with the base year being 2022. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2022 base taxable value of the Project Area is approximately twenty-seven million five hundred eighty-seven thousand nine hundred thirty-two dollars (\$27,587,932.00), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. No increment shall be collected on new residential development. The District Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the District's then current tax levy rate.
- b. Davis County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the 15-year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives less than the specified fifteen (15) 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, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated 15-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 costs will not extend over a period longer than fifteen (15) years. In no case shall the total District Tax Increment collected by the Agency exceed twenty million dollars (\$20,000,000).
- d. Notwithstanding anything to the contrary in this Agreement, in the Project Area Plan, in the Act, or in the Cooperation Act, none of the District Share shall be used for environmental cleanup or remediation of water or aquifers or for the purchase or development of municipal and/or industrial water, including, but not limited to, purchase, treatment, or storage other than infrastructure owned and used by Syracuse City in its delivery of water.

### **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project Area shall require sixty percent (60%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The Agency agrees that the City's participation in the Project Area, for parcels 12-035-0132 and 12-035-0103, known as the Boyer Project, the City Share shall be one hundred percent (100%). The City Share shall be paid to the Agency for fifteen (15) years, with the base year being 2022.

### **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the

Project Area Plan.

#### **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

#### **5. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

#### **6. 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.

#### **7. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, including representations of the Agency concerning the Project Area and any benefit to the Community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

#### **8. 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 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, and shall have the power to administer the terms of this Agreement as necessary, but shall not have power to do anything contrary to the terms of this Agreement. It is not expected that voting, as contemplated by Utah Code Annotated §11-13-206(1), will occur, but if it does, then the Parties shall each have an equal vote;
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the District Share, for the specified fifteen (15) year period) has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2045;

- 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 Area 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 joint or cooperative 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.

#### **9. Modification and Amendment.**

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.

#### **10. 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.

#### **11. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

#### **12. Severability.**

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. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

#### **14. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and

provided in writing to the other party:

|                                                                                                                |                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <u>To the Agency:</u><br><br>Syracuse City<br>Attn: City Manager<br>1979 West 1900 South<br>Syracuse, UT 84075 | <u>To the District:</u><br><br>Weber Basin Water Conservancy District<br>Attn: General Manager<br>2837 E Highway 193<br>Layton, UT 84040 |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|

#### **15. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

#### **16. Benefits.**

The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. District employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the District for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

#### **17. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

#### **18. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no

other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

**19. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

**20. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

**21. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

**22. Headers.** The headers used in this Agreement are for convenience purposes only and do not provide any legal right.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

---

DAVE MAUGHAN, CHAIR

---

Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

---

Brianne M. Brass, Agency Attorney

**WEBER BASIN WATER  
CONSERVANCY DISTRICT**

---

**ATTEST:**

---

**Attorney Review For the District**

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

---

**Attorney for District**

**Exhibit A**  
Project Area Plan