



SYRACUSE CITY

Syracuse City Redevelopment Agency (RDA) Meeting November 14, 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: 896 1892 0414

Streamed on Syracuse City [YouTube Channel](#)

1. Meeting called to order.
Adopt agenda.
2. Proposed Resolution RDA 23-08 authorizing the Executive Director to execute an amended Interlocal Agreement with Weber Basin Water Conservancy District regarding the Syracuse 2500 West Community Reinvestment Area (CRA). (5 min.)
3. Adjourn.

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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 9<sup>TH</sup> day of November, 2023 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.gov>. A copy was also provided to the Standard-Examiner on November 9, 2023.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# RDA AGENDA

November 14, 2023

Agenda item #2

## Authorization to Execute Interlocal Agreement

### *Summary*

The city approved the execution of an interlocal agreement with Weber Basin Water Conservancy District on September 12, 2023. However, the Conservancy District requested some minor changes to the agreement. Below is a summary of the requested changes. The requested changes are also highlighted in yellow on the attached agreement.

1. Updates the date that the plan was adopted from August 8 to September 12.
2. Caps the increment collected by the Agency to \$500,000 dollars. The estimated amount collected from the Conservancy District over the 15 year project is \$363,114, so the \$500,000 is more than adequate.
3. Clarifies the District's involvement in amendments to the Project Area Plan.
4. Added water conservation requirements for development within the project. The city recently updated our landscaping requirements that will force all development to implement water conservation practices.

### *Goal of Discussion*

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

**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 September 12, 2023; and
- D. The Agency has determined that it is in the best interests of the Agency, 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 five hundred thousand dollars (\$500,000).
- 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 (in the District's discretion), 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. This Interlocal Agreement shall be void if the District does not approve such changes or variations.

#### **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. Water Conservation.**

In order to help preserve the finite water supply and facilitate the sustainable use of a limited water resource, the Parties shall adopt and adhere to a Water Conservation Plan for this development that, at a minimum, meets the State's regional water conservation goals (as outlined by the Division of Water Resources under Utah code 73-10-32).

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

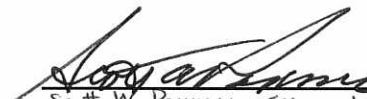
**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

\_\_\_\_\_  
Brienne M. Brass, Agency Attorney

**WEBER BASIN WATER  
CONSERVANCY DISTRICT**

  
Marlin K. Jensen, Chairman

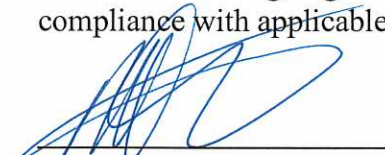
**ATTEST:**

  
Scott W. Paxman, General Manager/CEO



**Attorney Review For the District**

The undersigned, an attorney for the Weber Basin Water Conservancy District, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

  
**Attorney for District**  
Mike Malmberg

**Exhibit A**  
Project Area Plan



## **RESOLUTION RDA23- 08**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDED 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 [redacted] 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 14<sup>th</sup> DAY OF NOVEMBER, 2023.**

**(signatures appear on the next page)**

**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”**