



SYRACUSE CITY

**Syracuse City Special Redevelopment Agency (RDA) Meeting
November 15, 2022 – 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: 822 3532 1492

Streamed on Syracuse City [YouTube Channel](#)

1. Meeting called to order
Adopt agenda
2. Proposed Resolution RDA R22-04 authorizing the execution of an agreement for reimbursement for payment for parking lot improvements installed at Don's Meats to enhance safe traffic circulation and access benefitting neighboring businesses within the Syracuse Town Center Redevelopment Area. (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 10<sup>th</sup> day of November, 2022 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 November 10, 2022.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

November 15, 2022

Agenda Item##2

## **RDA Funding Request For Don's Meat Parking Lot**

### ***Factual Summation***

Don's Meats is a locally owned business located at 1947 W. Antelope. They have been in business at this location for 13 years. They had been leasing the building until earlier this year when they purchased the building. Now, the owner would like to invest in the property so it can be their long term home. The owner has approached the city with concerns about how cars cut through the parking lot and rear of building at high speeds. It is reported that employees taking out the trash at the rear of the building have almost been ran over, and that customers backing out have almost been hit by speeding cross-traffic. The proposed solution included installing 120 linear feet of reinforced concrete curbing and 100 feet of parking bollards and chain around the back and side of the business. These improvements would block traffic from cutting through the back and slow the movement of cars across the front. Since there was an immediate safety concern, the project has already been completed by a contractor that Don's hired. Don's has asked if the city RDA would be willing to pay for the improvements since they were related to the access and safety for the whole corner developments including Maverik, Wells Fargo, and the Museum. The cost of the improvements were \$8,700. The RDA currently has \$558,000 in the account. The RDA has recently helped pay for driveways and cross access easements at the Trico development and Town Center parking lots. It has also budgeted \$200,000 for additional parking lot improvements in the Town Center parking lot. Since the current condition of the property is quite dilapidated, there is potential for future RDA projects on the property to get it cleaned up to current retail standards.

### ***Goals of Discussion***

Decide if the RDA should pay \$8,700 towards parking lot improvements made at Don's Meats. Please see attached RDA incentive agreement.

## **RESOLUTION RDA22-04**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR REIMBURSEMENT PAYMENT FOR PARKING LOT IMPROVEMENTS INSTALLED AT DON’S MEATS TO ENHANCE SAFE TRAFFIC CIRCULATION AND ACCESS BENEFITTING NEIGHBORING BUSINESSES WITHIN THE SYRACUSE TOWN CENTER REDEVELOPMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) currently has an active Redevelopment Area called the Syracuse City Town Center Redevelopment Area (the “Area”); and

**WHEREAS**, Don’s Meats (the “Business”) is a business adjacent to businesses within the Area that has installed parking lot improvements to aid in safer traffic circulation and access through the lot benefitting the adjacent businesses within the Area; and

**WHEREAS**, the Agency board finds that the use of Agency funds to cover some of the costs of the parking lot improvements are appropriate due to the value brought to the Area by the Business and the connectivity that the site provides; and

**WHEREAS**, the Agency is willing to provide a reimbursement payment to the Business, as provided in the attached Agreement, for the parking lot improvements; and

**WHEREAS**, the Agency finds that entering into this Agreement will be in the best interests of the City and the Agency and provide safer traffic circulation and connectivity with neighboring businesses within the Area.

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

**Section 1. Authorization.** The Agency authorizes the Executive Director of the Syracuse City Redevelopment Agency to execute the 2022 Agreement for Reimbursement Payment for Parking Lot Improvements Installed at Don’s Meats to Enhance Safe Traffic Circulation and Access Benefitting Neighboring Businesses Within the Syracuse City Town Center Redevelopment Area of the Syracuse City Redevelopment Agency, with Don’s Meats, attached as Exhibit A, and to take actions related to the Agency’s obligations under that Agreement.

**Section 2. Agency Payment.** The Agency authorizes the administration, upon evidence that the Business has met the obligations identified in the Agreement, to issue the amounts established in the Agreement.

**Section 3. Severability.** If any section, part or provision of this Resolution or the program 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 or program shall be severable.

**Section 4. Effective Date.** This effective date of this Resolution is the date of its publication.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY,  
SYRACUSE CITY, STATE OF UTAH, THIS \_\_\_\_\_<sup>th</sup> DAY OF \_\_\_\_\_, 2022.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

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

By: \_\_\_\_\_  
David Maughan  
Executive Director

Voting by the Agency:

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

## Exhibit A

### **AGREEMENT FOR THE 2022 REIMBURSEMENT PAYMENT FOR PARKING LOT IMPROVEMENTS INSTALLED AT DON'S MEATS TO ENHANCE SAFE TRAFFIC CIRCULATION AND ACCESS BENEFITTING NEIGHBORING BUSINESSES WITHIN THE SYRACUSE CITY TOWN CENTER REDEVELOPMENT AREA OF THE SYRACUSE CITY REDEVELOPMENT AGENCY**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, this Agreement for the 2022 Reimbursement Payment for Parking Lot Improvements Installed at Don's Meats to Enhance Safe Traffic Circulation and Access Benefitting Neighboring Businesses Within the Syracuse City Town Center Redevelopment Area of the Syracuse City Redevelopment Agency, is made and entered into by and among DON'S MEATS., a Utah limited liability corporation (the "Business"), and the REDEVELOPMENT AGENCY OF SYRACUSE CITY, a municipal corporation and political subdivision of the State of Utah (the "Agency").

The Business and Agency are sometimes referred to individually in this Amendment as a "Party" and collectively as the "Parties."

#### RECITALS

- A. The Agency has previously established a redevelopment area at Town Center where 2000 West intersects with Antelope Drive (the "RDA Area").
- B. The Business has recently installed parking lot improvements to enhance safe traffic circulation and access to neighboring businesses within the RDA Area (the "Improvements") and has requested Agency assistance due to benefits to the RDA Area and Syracuse City.
- C. The Agency considers the installed improvements to the area's traffic circulation to be a benefit to the RDA Area and Syracuse City generally, in addition to immediate benefits to Business, due to the increased safety within its parking area.

NOW THEREFORE, in consideration of the covenants and terms set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

1. Improvements. This Agreement relates to the Improvements installed at 1947 W Antelope Drive, Syracuse, Utah 84075, a description of which is attached as Exhibit A, and incorporated into this Agreement by reference.

2. Duration of Improvements. The Business agrees to keep the Improvements, in the same configuration as currently installed for at least five years from the effective date of this Agreement.
3. Access to Public. This Agreement does not obligate the Business to provide cross-access to customers, employees and owners or through traffic; however, the Business recognizes that customers, employees, owners of neighboring businesses and the public in general utilize the Business's parking lot to access other businesses and rights-of-way.
4. Reimbursement Payment. The Agency agrees to reimburse the Business eight thousand seven hundred dollars (\$8,700.00), to pay for the parking lot improvements, a receipt of which is attached as Exhibit B. The Agency deems this an appropriate use of RDA funds due to the safety enhancement in traffic circulation that the improvements it will bring to the RDA area.
5. Timing of Payment. The Agency shall tender payment to the Business within twenty-one (21) days from the execution of this Agreement. Payment of the \$8,700.00 shall constitute payment in full for the reimbursement of the Improvements.
6. Termination. This Agreement may be terminated:
  - a. By the Business at any time prior to the issuance of any payments by the Agency, by delivering written notification of the termination;
  - b. By the Agency, at any time prior to the issuance of any payments made by the Agency should the Agency determine the Business has not complied with terms of this Agreement; or
  - c. By mutual, written agreement by the Parties on the terms indicated in the written termination.
7. Repayment of Agency Funds. In the event, the Business fails to maintain the Improvements in the same configuration for the duration specified in paragraph 2, the Business shall repay one hundred percent (100%) of Agency funds upon written demand, within thirty (30) days-notice.
8. Notices. If notice is required by any of the provisions of this Agreement, then it shall be accomplished and deemed given upon personal or hand-delivery, confirmed facsimile transmission, e-mail, or upon the third business day following the day sent, if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses:

AGENCY: Attn: City Manager  
Redevelopment Agency of Syracuse City  
1979 West 1900 South

Syracuse, UT 84075  
Fax: (801) 825-3001  
Email: [bbovero@syracuseut.com](mailto:bbovero@syracuseut.com)

BUSINESS: Attn: Lance Lasater  
Don's Meats South, LLC.  
1947 W Antelope Drive  
Syracuse, Utah 84075  
(801) 773-3820  
Email:

9. Government Records. This Agreement and all documents referenced in this Agreement, along with all other records provided to the Agency in consideration of or in compliance with this Agreement, are subject to the provisions of the Utah Government Records Access and Management Act.
10. Governmental Immunity. The Business acknowledges that the Agency is a body Corporate and politic of the state of Utah, subject to the Utah Governmental Immunity Act, Utah Code Ann. §§ 63G-7-101 et seq. (the "Act"), and the Business acknowledges and agrees that nothing contained in this Agreement shall be construed in any way to modify the limits of liability set forth in the Act or the basis for liability as established in the Act.
11. Indemnity. The Business agrees to indemnify, hold harmless and defend the Agency, its officers, agents, and employees, from and against any and all losses, damages, injuries, liabilities, and claims, including claims for personal injury, death or damage to property or profits, and liens of workmen and material men (suppliers), however alleged caused, resulting directly or indirectly from, or arising out of the construction, development, operation or use of the Project, breach of this Agreement on the part of the Business, or the negligent acts or omissions by the Business or its agents, representatives, officers, employees, or subcontractors in the performance of this Agreement. The Business does not, however, indemnify the Agency for any losses, damages, injuries, liabilities, or claims arising from the negligence or willful misconduct of the Agency, its officers, agents or employees.
12. No Agency. No agent, employee, or servant of either Party is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by any Party to its employees, including worker's compensation insurance, health insurance or unemployment insurance, are available to the employees, agents, contractors, or servants of the other Party. The Parties shall be solely and entirely responsible for their respective actions and for the acts of their respective agents, employees, contractors and servants.
13. No Joint Venture. The Agency and Business have not formed a joint venture, and the Agency is not responsible for any delinquencies in payments to contractors, debts,

liabilities or other instruments associated with the Improvements, except the obligations under this Agreement. Conversely, the Agency is not entitled to any profits or repayments of the amounts expended, except as provided in this Agreement or in the form of tax increment.

14. Ethical Standards. The Business represents that it has not: (1) provided an illegal gift or payoff to any officer or employee of the Agency, or former officer or employee of the Agency, or to any relative or business entity of an officer or employee of the Agency, or relative or business entity of a former officer or employee of the Agency; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (3) breached any of the ethical standards set forth in Utah law; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the Agency or former officer or employee of the Agency to breach any of the ethical standards set forth in Utah law or City ordinances.
15. No Officer or Employee Interest. No officer or employee of the Agency has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Business or any member of any such person's families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Business's operations, or authorizes funding or payments to the Business. If they currently hold such positions, they will disclose their affiliation with the Business, and will abstain from making any input, recommendation nor decision regarding the Business.
16. Compliance with Laws. The Parties each agree that they will comply with all applicable federal, state and local laws, rules and regulations in the performance of their duties under this Agreement.
17. Non-Discrimination. The Business, and all persons acting on its behalf, warrants that they complied with all federal, state and City laws, rules and regulations governing discrimination and they did not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.
18. Entire Agreement. The Agency and Business agree that this Agreement constitutes the entire, integrated understanding between the Parties, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to this Agreement. This Agreement may not be modified, except in writing, signed by the Parties. The recitals and exhibits attached to

this Agreement shall be and hereby are incorporated in and are an integral part of this Agreement, by this reference.

19. Third Party. This Agreement is not intended to, and it shall not be construed to, provide or convey any right or benefit upon any third party.
20. Binding Agreement. This Agreement shall be binding upon, and shall inure to the benefit of the parties to it and their respective successors and assigns.
21. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severable from the remainder of the Agreement, and such invalidity and unenforceability shall not be construed to have any effect on the remaining provisions of the Agreement.
22. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Utah and the ordinances of Syracuse City. All legal actions shall be maintained in the Second District Court of the State of Utah.

(signatures appear on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement for the 2022 Reimbursement Payment for Parking Lot Improvements Installed at Don's Meats to Enhance Safe Traffic Circulation and Access Benefitting Neighboring Businesses Within the Syracuse City Town Center Redevelopment Area of the Syracuse City Redevelopment Agency, as of the day and year recited above.

BUSINESS:

Don's Meats South, LLC, A Utah Corporation

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

Print Name: \_\_\_\_\_

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

STATE OF UTAH                    )

) ss.

COUNTY OF DAVIS                )

On \_\_\_\_\_, 2022, personally appearing before me \_\_\_\_\_ who being duly sworn did say that he/she is the \_\_\_\_\_ of Don's Meats South, LLC, and that said instrument was signed on behalf of said Don's Meats South, LLC, in his/her official capacity.

\_\_\_\_\_

NOTARY PUBLIC

AGENCY:

REDEVELOPMENT AGENCY OF  
SYRACUSE CITY

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

Name: \_\_\_\_\_

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

APPROVED AS TO LEGAL FORM

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

STATE OF UTAH                    )

) ss.

COUNTY OF DAVIS                )

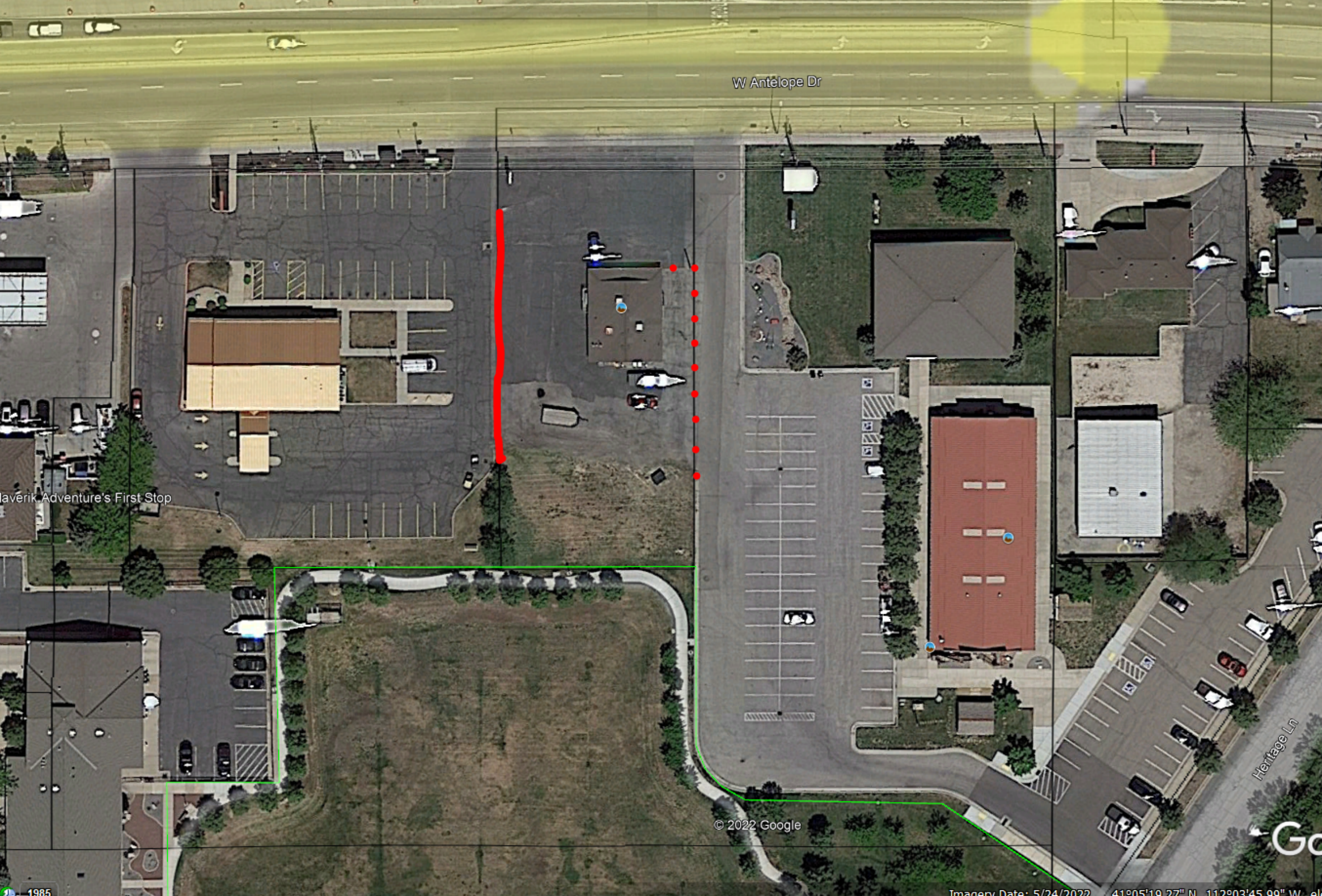
On \_\_\_\_\_, 2022, personally appearing before me \_\_\_\_\_ who  
being duly sworn did say that he is the \_\_\_\_\_ of REDEVELOPMENT  
AGENCY OF SYRACUSE CITY, and that said instrument was signed on behalf of the  
Redevelopment Agency of Syracuse City, by authority of law.

\_\_\_\_\_

NOTARY PUBLIC

**Exhibit A**

**Improvements**



W Antelope Dr

Javérik Adventure's First Stop

© 2022 Google

Imagery Date: 5/24/2022

41°05'10.27" N 112°03'45.00" W

Heritage Ln

1985

## **Exhibit B**

### **Cost of Improvement Installation**

Red Buffalo Construction  
465 N 2300 W  
West point,Utah 84015  
jared.brimhall@yahoo.com  
801-837-1569



Date 10/15/2022

**BILL TO**

Name Don's Meats  
Address 1947 W 1700 S Syracuse Utah 84015  
Email \_\_\_\_\_ Phone \_\_\_\_\_

| Description                       | Cost         | Quantity | Amount  |
|-----------------------------------|--------------|----------|---------|
| Reinforce Curb and Safety Markers | \$43.00 LNFT | 120      | \$5,200 |
| Parking Bollards and Chain        | \$35.00 LNFT | 100      | \$3,500 |
|                                   |              |          |         |
|                                   |              |          |         |
|                                   |              |          |         |
|                                   |              |          |         |
|                                   |              |          |         |
|                                   |              |          |         |

Additional Information:

Sub Total \_\_\_\_\_

Total Due \$8,700

Thank you for your business!!