



SYRACUSE CITY

Syracuse City Redevelopment Agency

April 25, 2017 – immediately following the City Council Work Session and Special Meetings, which begin at 6:00 p.m.

City Council Conference Room

Municipal Building, 1979 W. 1900 S.

1. Adopt agenda
2. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
3. Proposed Resolution RDA17-01 authorizing the Executive Director to execute an agreement for the 2017 improvements to the Syracuse Family Fun Center.
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 20th day of April 2017 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 April 20, 2017.

CASSIE Z. BROWN, MMC
SYRACUSE CITY RECORDER



RDA AGENDA

April 25th, 2017

Agenda Item #3 Rush Funplex Proposal

Factual Summation

Earlier this year the Rush Funplex was found to be in breach of contract with the redevelopment agency after they stopped operating their swimming pool. They would like to present to the council a proposal to continue to receive tax increment and justify a new contract with the Redevelopment Agency to collaborate in funding these operations.

On March 28th the RDA board heard from the Owners of the Funplex after having toured the facility on the 24th. The additions to the facility will cost around 2.5 million dollars in amenities and construction.

Based the discussion in the RDA meeting held April 6th, 2017 the direction from most the council a new agreement is to be entered in with the Rush Funplex which include the following terms:

- The last two years of increment designated for the Rush will drop off while other Tax Increment payments will remain the same.
- The Rush is to work towards resolving accounts payable and outstanding debts with all property tax collecting entities.
- The Rush will have the new PP&E installed by Nov. 30, 2017
- Taxes are to be paid before increment is to be dispersed to the Rush.

The rebate schedule is to be as follows –

Tax Year	Year of Payment	Rebate to Developer
2017	2018	\$128,607
2018	2019	\$123,189
2019	2020	\$82,005
2020	2021	\$78,573
2021	2022	\$73,154

Staff has drafted an agreement and resolution per the request of the RDA board.

RESOLUTION RDA17-01

A RESOLUTION OF THE SYRACUSE REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT FOR THE 2017 IMPROVEMENTS TO THE SYRACUSE FAMILY FUN CENTER.

WHEREAS, the Syracuse City Redevelopment Agency is authorized to enter into agreements related to tax increment financing within the Syracuse City Town Center Project Area; and

WHEREAS, the Agency Board finds that installation of improvements identified by the Syracuse Family Fun Center will both enhance the tax base at the site, and has the potential to increase business traffic in the project area; and

WHEREAS, both the Agency Board and the Syracuse Family Fun Center desire to terminate the prior agreement for tax increment financing at the property, as provided in this agreement; and

WHEREAS, the Agency Board finds that entering into this Agreement is in the best interest of the community, promoting its prosperity and welfare,

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

Section 1. Approval. The Executive Director is hereby authorized to execute the Agreement for the 2017 Improvements to the Syracuse Family Fun Center, attached as “Exhibit A” and incorporated by reference.

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 Resolution shall become effective immediately.

PASSED AND ADOPTED BY THE REDEVELOPMENT AGENCY OF SYRACUSE CITY, STATE OF UTAH, THIS 25th DAY OF APRIL, 2017.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, CMC
City Recorder

By: _____
Terry Palmer
Executive Director

Voting by the Agency Board:

	“AYE”	“NAY”
Anderson	_____	_____
Bolduc	_____	_____
Gailey	_____	_____
Maughan	_____	_____
Savage	_____	_____

EXHIBIT “A”

**AGREEMENT FOR THE 2017 IMPROVEMENTS TO THE SYRACUSE
FAMILY FUN CENTER**

On this _____ day of _____, 2017, this Agreement for the 2017 Improvements to the Syracuse Family Fun Center, is made and entered into by and among SYRACUSE FAMILY FUN CENTER, a limited liability company (the “Developer”), and the REDEVELOPMENT AGENCY OF SYRACUSE CITY, a municipal corporation and political subdivision of the State of Utah (the “Agency”).

The Developer and Agency are sometimes referred to individually in this Amendment as a “Party” and collectively as the “Parties.”

RECITALS

- A. The Parties previously entered into an agreement in 2012, which was amended in 2013 and 2015, related to certain improvements and amenities at the Syracuse Family Fun Center (the “Center”).
- B. The Agency sent a notice to the Developer of an alleged breach of the Prior Agreement in January 2017.
- C. The Parties have agreed, without an admission of breach by the Developer, to terminate the prior agreement and enter into this Agreement, conditioned upon the installation of certain improvements at the Center.
- D. The Developer desires to install the following improvements and amenities at the Center:
 - a. Ropes course and climbing wall(s), where a pool area was previously located.

A copy of the improvements planned to be installed is attached to this Agreement as Exhibit A.

- E. The Agency believes that the installation of these improvements will increase the overall economic health of the Center and the surrounding businesses, and desires to support the request in the best interests of the health, welfare and safety of community residents.

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

ARTICLE I

TERMINATION OF PRIOR AGREEMENT

Section 1.1 Termination of Prior Agreement.

- A. The Parties agree that the Agreement for the Expansion of the Syracuse Family Fun Center, executed August 30, 2012, and amended on April 11, 2013 and also in 2015 (the “Prior Agreement”), is terminated.
- B. Notwithstanding the termination, the City shall, upon proof of the full 2016 property tax payment by the Developer, provide the increment rebate identified for Fiscal Year 2017 in the Prior Agreement (identified as \$128,607.00) to the Developer. This is preserved due to the Developer’s maintenance of the expansion items listed in the Prior Agreement during 2016.
- C. The Parties shall be relieved from all other obligations under the Prior Agreement. Specifically, the Developer is abandoning any right under the Prior Agreement for rebates of tax payments for future years, beyond that identified in this Section. The Agency is abandoning the expectation or right to the maintenance of specific amenities within the Center.

Section 1.2 Rights Neither Assigned nor Transferred. The Parties affirmatively state and provide assurances that each Party’s rights under the Prior Agreement have not been transferred or assigned to any other individual or interest, and that the Parties have full authority to both execute this Agreement and terminate the provisions of the Prior Agreement.

ARTICLE II

DEVELOPER’S OBLIGATIONS

The Developer agrees to the following:

Section 2.1 Installation of Improvements. By November 30, 2017, the Developer shall install improvements in accordance with the plans it has submitted as Exhibit A. All improvements shall be installed in accordance with applicable laws and regulations.

Section 2.2 Increased Assessed Value. The Developer assumes that the Improvements will increase the property value of the Center, particularly as it relates to Personal Property and Equipment (PP&E). Once the improvements are installed, the Developer affirmatively agrees to contact the County Surveyor for a reassessment of property values at the Center.

Section 2.3 Payment of Fees. The parties anticipate that the Improvements will require payment of fees to the City, including site plan fees, inspection fees, or other fees generally

applicable to development in the City. Developer shall pay all necessary fees assessed by Syracuse City and other government entities which are required to begin construction of the Improvements. If these fees are not paid in full prior to the first payment of the Property Tax Rebate (as defined herein), the Agency may deduct all unpaid Anticipated Fees from the first payment of Property Tax Rebate and directly pay Syracuse City the anticipated fees, up to the full value of the first payment of the Property Tax Rebate. In such event, the Agency shall provide Developer will an itemized list of all fees that were paid in this manner.

Section 2.4 Payment of Ad Valorem Taxes. The Developer shall timely pay all real and personal property taxes (the “Ad Valorem Taxes”) for the Center based upon the taxable value of the Center (the “Assessed Taxable Value”) for the duration of this Agreement. Subject to the Developer’s right to protest or appeal as provided below, for each tax increment year, all Ad Valorem Taxes and assessments levied or imposed on the Center, any of the improvements, and any personal property on site shall be paid annually by the Developer or current owner before the delinquency date which is currently set by Utah Code § 59-2-1331 as November 30. The Developer shall have the right to protest or appeal the amount of the Assessed Taxable Value and taxes levied against the Center by the County Assessor, State Tax Commission or any lawful entity authorized by law to determine the Ad Valorem Taxes against the Center, the improvements, personal property at the Site, or any portion thereof in the same manner as any other taxpayer as provided by law. The Developer shall, however, notify the Agency in writing within ten (10) business days of the Developer’s or current property owner’s filing of any protest or appeal of such assessment determination or taxes and provide a copy to the Agency of any protest or appeal of such assessment and information submitted as part of the protest or appeal. In addition, the Developer shall give to the Agency written notice at least fifteen (15) calendar days prior to the time and date of such protest or appeal is to be heard. The Agency shall have the right, without objection by the Developer, to appear at the time and date of such protest or appeal and to present oral or written information or evidence in support of, or in objection to, the amount of assessment or taxes which should or should not be assessed against the real or personal property of the Center.

Section 2.5 Payment of Fees to Other Taxing Entities. The Developer shall stay current for any fees owed to other taxing entities, including the North Davis Sewer District. Upon submission of a signed judgment from a court of competent jurisdiction by any taxing entity, conditioned upon there being unpaid Property Tax Rebates, and after providing written notice to the Developer, the Agency shall provide payment to the taxing entity holding that judgment, reducing the amount of the next Property Tax Rebate by the amount provided to the taxing entity. Developer agrees to hold the Agency and Syracuse City, along with its officers, agents and employees, harmless for the discharge of their obligations under this Subsection.

Section 2.6 Dispute with North Davis Sewer District. The Agency maintains a relationship in creating tax increment financing project areas with all of the taxing entities in Syracuse, including the North Davis Sewer District (the “District”). The Developer and the District disagree over the amount of impact fees owed with the development that occurred under the Prior Agreement. The City has no direct interest in this dispute; however, it affects the City’s ability to work with the District in future projects. The Developer agrees to actively work to resolve this dispute in an expeditious manner.

ARTICLE III

AGENCY OBLIGATIONS

Section 3.1 Agency Rebate to Developer. The Agency has created the Syracuse City Town Center Project Area for improvements related to the Syracuse Town Center. In consideration for the Developer’s construction of improvements identified under this Agreement, and subject to the conditions, terms and limitations set forth in this Agreement, the Agency agrees to rebate to the Developer no more than four-hundred eighty-five thousand five-hundred twenty-eight dollars (\$485,528.00) of the Ad Valorem Taxes received by the Agency paid on the real property within the Tax Increment Collection Area (as defined in the Redevelopment Plan) (the “Property Tax Rebate”), to be distributed as indicated in the table below:

Tax Year	Year of Payment	Rebate to Developer
2017	2018	\$128,607
2018	2019	\$123,189
2019	2020	\$82,005
2020	2021	\$78,573
2021	2022	\$73,154

Section 3.2 Conditions Precedent for Each Rebate. The Agency’s payment of each rebate is expressly conditioned upon the following having occurred, and which are presently applicable at the time of the rebate request:

- A. Developer has completed construction of the improvements identified in Exhibit A;
- B. Developer has paid all property tax assessments owed during the Tax Year, for which the Year of Payment is to be applied;
- C. All of Developer’s accounts for services provided by the City or other taxing entities (such as water and sewer services) are current and paid in full; and
- D. The Center has not ceased business operations.

Section 3.3 Challenges or Appeals from Assessments. If the Developer or a subsequent assignee challenges the assessment of the Property's value and results in a reduction in the assessed value of the property below the amounts identified in this Agreement, then the total rebate amount shall be adjusted downward in equal proportion to the reduction achieved by the challenge, so that rebates may not exceed the assessment of the Property's value.

Section 3.4 Cessation of Business Activity. The intent of the Agency in entering into this Agreement was to both increase property values and to spur economic activity within the Project Area and City. The cessation of business activity at the Syracuse Family Fun Center would have a severely detrimental impact to the Project Area. Therefore, if the Developer or an assignee ceases operations at the Syracuse Family Fun Center for more than 6 months for any reason, the Agency may terminate this Agreement, at its sole option, and retain all undistributed increment without the provision for further rebates.

Section 3.5 Public Financing. The Agency, as an inducement to the Developer to expand the Syracuse Family Fun Center in accordance with this Amended Agreement, shall provide the Property Tax Rebate as described above. The Agency has determined that without public participation, land acquisition and public infrastructure costs create a significant barrier to attracting private capital and investment. At the time that the Developer has been rebated a total value of four-hundred eight-five five-hundred twenty-eight dollars (\$485,528.00), or the appropriate proportion based on the calculations herein, all further rebates to developer shall cease under this Amended Agreement.

Section 3.6 Sole Source of Agency's Funding. The Developer understands and agrees that the only source of monies available to the Agency to pay its obligations hereunder are tax increment monies actually received by the Agency from the Town Center Project Area based upon the value of the improvements to be constructed by the Developer. Only available tax increment monies from the Project Area, less any negative tax increment from the Project Area deducted by the County Assessor's office, will be available to the Agency to meet said obligations. In the event the Agency, in good faith, incurs other obligations or dedicates funds for projects outside this Amended Agreement and does not have funds to make the rebate payment through no fault of the Developer or the Agency, the parties shall renegotiate the terms of rebate payment.

ARTICLE IV

CONSTRUCTION REQUIREMENTS

Section 4.1 Issuance of Permits. The Developer shall have the sole responsibility to obtain all necessary permits and approvals to construct the improvements and shall make application for such permits and approvals directly to Syracuse City and other appropriate agencies and departments.

Section 4.2 Time for Construction. The Developer agrees that it shall promptly begin and diligently prosecute to completion the installation of the improvements at the Center, identified on Exhibit A, and that such construction shall be completed no later than November 30, 2017, unless such date is extended by the Agency, or such completion is delayed by a Force Majeure, as provided in this Agreement. The Developer understands that time is of the essence of this Amended Agreement.

Section 4.3 Access to Site. The completion of the improvements at the Center shall be subject to inspection by representatives of the Agency. The Developer shall permit access to the Site by the Agency for purposes of inspection, and to the extent necessary, to carry out the purposes of this and other sections or provisions of this Agreement. Inspections shall be made during reasonable business hours upon three business days' notice, and shall be made in accordance with standard project safety guidelines.

ARTICLE V

REMEDIES

Section 5.1 Default Due to Lack of Construction. If the Developer fails to complete the installation of the improvements identified in Exhibit A by November 30, 2017, then the Developer will be deemed to be in breach of contract, and the Agency may terminate this Agreement by providing written notice of the termination to the Developer. Termination of the Agreement by the City shall relieve it of the obligation to pay any Property Tax Rebates which have not yet been tendered to the Developer.

Section 5.2 Default Generally. If either Party is in breach of a substantial obligation under this Agreement, the breaching Party shall, upon written notice from the non-breaching Party, proceed immediately to cure or remedy such default or breach, and in any event, do so within thirty (30) calendar days after receipt of such notice or if such default or failure is of a type that cannot reasonably be cured within such thirty (30) calendar day period, within ninety (90) days, provided that such cure is commenced within the thirty (30) day period and diligently pursued to completion. The Parties may agree to a longer period to cure, in writing. If action is not taken, or diligently pursued, or the breach is not cured or remedied as provided in this Article, the non-breaching Party may institute such proceedings as may be necessary or desirable, at its option, to cure or remedy such default. This includes, but is not limited to, proceedings to compel specific performance by the Party in default, or an action as allowed by law or equity, or as provided in this Agreement.

Section 5.3 Delay. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

Section 5.4 Remedies Cumulative/Non-Waiver. The rights and remedies of the Parties of this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times. No waiver made by any Party regarding the performance, or manner or time thereof, or any obligation of the other Party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the Party making the waiver with respect to the particular obligation of the other Party, beyond those expressly waived.

ARTICLE VI

OTHER PROVISIONS

Section 6.1 Term. The term of this Agreement shall commence upon the execution by the Parties, and shall continue until June 30, 2022, unless otherwise extended by the Parties.

Section 6.2 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

DEVELOPER: Attn: Ed Gertge
 Syracuse Family Fun Center, LLC
 1806 South 2000 West
 Syracuse, UT 84075
 Fax: (801) 779-2693
 Email: egertge@legacycare.com

Section 6.3 Government Records. This Agreement and all documents referenced in this Agreement, along with all other records provided to the Agency in consideration of this Agreement, are subject to the provisions of the Utah Government Records Access and Management Act.

Section 6.4 Governmental Immunity. The Developer 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 Developer 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.

Section 6.5 Indemnity. The Developer 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 Center, breach of this Agreement on the part of the Developer, or the negligent acts or omissions by the Developer or its agents, representatives, officers, employees, or subcontractors in the performance of this Agreement. The Developer 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.

Section 6.6 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.

Section 6.7 Ethical Standards. The Developer 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.

Section 6.8 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 Developer 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 Developer's operations, or authorizes funding or payments to the Developer. If they currently hold such positions, they will disclose their affiliation with the Developer, and will abstain from making any input, recommendation nor decision regarding the Developer.

Section 6.9 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.

Section 6.10 Non-Discrimination. The Developer, and all persons acting on its behalf, agree that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

Section 6.11 Assignment. The Developer shall not assign or transfer its duties of performance, nor its rights to compensation under this Agreement, without the prior, written consent of the Agency, which shall not be unreasonably withheld. Disapproval shall generally be conditioned upon assignment or transfer of rights to a person or entity lacking the ability or assets necessary to complete the Agreement. If the Agency withholds consent, it shall provide a detailed explanation for the disapproval.

Section 6.12 Time. The Parties agree that time is of the essence in the performance of this Agreement and each and every term and provision herein.

Section 6.13 Entire Agreement. The Agency and Developer 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.

Section 6.14 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.

Section 6.15 Miscellaneous.

- A. 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.
- B. This Agreement shall be binding upon, and shall inure to the benefit of the parties to it and their respective successors and assigns.
- C. 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.
- D. This Agreement is not intended to, and it shall not be construed to, provide or convey any right or benefit upon any third party.

- E. Each Party shall bear the costs and expenses associated with this Agreement, including legal and consulting fees, as well as the preparation of all documents contemplated by this Agreement.
- F. Except as provided in this Agreement, whenever a period of time is in this Amended Agreement prescribed for action to be taken by a Party, said Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to a Force Majeure Event. For purposes of this Agreement, “Force Majeure Event” means any act or event, whether foreseen or unforeseen, that meets all three of the following tests:
- a. The act or event prevents a Party, in whole or in part, from performing its obligations or satisfying any conditions under this Agreement;
 - b. The act or event is beyond the reasonable control of and not primarily the fault of a Party; and
 - c. A Party has been unable to avoid or overcome the act or event by the exercise of commercially reasonable due diligence.
 - d. In furtherance of this definition, and not in limitation of such definition, each of the following acts and events is deemed to be a Force Majeure Event: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, cyclone, tornado, explosion, civil disturbance, acts of God or the public enemy, terrorist acts, military action, epidemic, famine or plague, action of a court or public authority, strike, or riot. Notwithstanding the foregoing, a Force Majeure Event shall not include economic hardship, changes in market conditions, insufficiency of revenues or funds, or the financial condition of a Party, or the sale, transfer, liquidation, insolvency, failure, secession, disbandment, dissolution or termination of any person owning any interest in a Party.

(signatures appear on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement for the 2017 Improvements to the Syracuse Family Fun Center as of the day and year recited above.

DEVELOPER:

SYRACUSE FAMILY FUN CENTER LLC

A Utah Limited Liability Company

By: _____

Name: _____

Title: _____

STATE OF UTAH)

) ss.

COUNTY OF DAVIS)

On _____, 2017, personally appearing before me _____ who being duly sworn did say that he/she is the _____ of SYRACUSE FAMILY FUN CENTER LLC, and that said instrument was signed on behalf of said limited liability company.

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 _____, 2017, 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

PLANS FOR 2017 IMPROVEMENTS
TO THE SYRACUSE FAMILY FUN CENTER