



SYRACUSE CITY

Syracuse City Council Work Session Notice

March 26, 2013 – 6:00 p.m.
Municipal Building, 1979 W. 1900 S.

Notice is hereby given that the Syracuse City Council will meet in a work session on Tuesday, March 26, 2013, at 6:00 p.m. in the large conference room of the Municipal Building, 1979 W. 1900 S., Syracuse City, Davis County, Utah. The purpose of the work session is to discuss/review the following items:

- a. Public comments.
- b. Annual Report from Justice Court Judge Bean (10 min.)
- c. Pre-retreat budget discussions. (10 min.)
- d. Discussion regarding agenda item #3, Animal Control Interlocal Agreement with Davis County. (10 min.)
- e. Discussion regarding RDA agenda item #s 3 and 4, Budget Opening and amending the contract with Syracuse Family Fun Center. (15 min.)
- f. Council business.

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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 22<sup>nd</sup> day of March, 2013 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 March 22, 2013.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

March 26, 2013

## Agenda Item #a                      Public Comments

### *Factual Summation*

- The email below is being included at the request of Syracuse resident, Jayme Miya.

Name:                                      Jayme Miya  
Email Address:                          jshiba2300@aol.com  
Subject:                                      Disgust at the current government

Comment:                                  I have sent e-mails to the current goveanrnment of Syracuse. The only member of the government that has responded to me is Mayor Nagle. She is the ONLY one who will get a re-election vote from me and my husband. I have sent several e-mails to Councilwomen Lisonbee and Councilman Duncan. None have found the need to respond to me, a citizen of Syracuse, they say they represent. What a complete joke. There is no one on the current City Council that represents me or my family. They speak in council minutes about transparency and the fact they know better what the citizens of Syracuse need. Complete verbatim minutes of council minutes. What a disgusting overuse of power, councilwoman Lisonbee. They in fact have made the city of Syracuse a joke. I am disgusted that they think I am so stupid, I can not figure this out. I have listened to the council meetings on audio, and they are all about discrediting the mayor and city employees. At this point, there is no one in the city council that my husband and I will support for re-election. The rest of the council seems scared to stand up to these bullies, Lisonbee, Duncan and Shingleton. Since councilwoman Lisonbee and councilman Duncan have not answered my e-mails, their constituents, my husband and I, whose family owns World Wide Packaging and Crating of Utah will be attending the next council meeting and the council members will answer us to our face. Our family business is dealing with the Ninegret project and are in complete favor of it. It has the potential of increasing our business. The last thing this city needs is more retail development in that area, to sit empty just like the entire city of Syracuse. What is this council doing to remedy this. Syracuse is a ghost town. Businesses close as soon as they open. Please add us to your public comments portion. And we are educated enough that you will have to have more proof that what you are doing for the city of Syracuse is actually doing this city anything positive and will increase business for this city and not just try to discredit the mayor for what she is doing for this city. I would truly ask the government of this city to address my issues, if not we will have a face to face. And at this time I demand answers to my questions. You are not able to hide behind whatever face you think you can hide behind. I can also go to the newspapers and citizens with your complete incompetence to the citizens of this city.



# COUNCIL AGENDA

## March 26, 2013

### **Agenda Item “b”**

Annual Report from Justice Court Judge Bean. (10 min.)

#### ***Factual Summation***

- Any questions regarding this item may be directed at Judge Bean



# COUNCIL AGENDA

March 26, 2013

Agenda Item #c                      Pre-retreat budget discussions. (10 min.)

***Factual Summation***

- Any questions regarding this agenda item may be directed at Finance Director Steve Marshall.



# COUNCIL AGENDA

March 26, 2013

Agenda Item #d                      Discussion regarding agenda item #3, Animal Control Interlocal Agreement with Davis County. (10 min.)

***Factual Summation***

- Please see the following memo regarding this agenda item. Any questions regarding this item may be directed at Police Chief Garret Atkin.
- Please see the attached

***Memorandum***

Date:     March 20, 2013  
To:       Syracuse City Council; Mayor Nagle  
Cc:       City Manager Rice  
From:     Chief Garret Atkin  
RE:       Davis County Animal Control Contract

As you review the new contract from Davis County Animal Control, I would like to provide you some additional information.

After receiving the contract and list of incidents from Animal Control, Noah Steele and I worked to verify that all the reported incidents actually occurred in Syracuse. We submitted our list of questionable addresses to Animal Control for review. They were very good to work with and reviewed our list for accuracy.

As a result, Syracuse City saved \$449.68 for 14 calls that were invoiced but did not actually occur in the boundaries of the City.

Thank you for your continued support of the Department.



# Animal Care & Control

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1422 East 600 North - Fruit Heights, Utah 84037  
Telephone: (801) 444-2200 - TDD: (801) 451-3228 - Fax: (801) 444-2212

Mayors, City Administrators & City Councils,

I want to thank all of the cities for the working relationship we have with you. I appreciate the communication and feedback that has been given to me and our department this past year. We are thankful to be serving in your city.

You will find enclosed: The formal contract showing the amount due for Animal Care & Control services, spreadsheets listing the call amounts (Calls and wildlife) and this letter.

In reference to the two enclosed spreadsheets; one is for all calls excluding wildlife calls and the other is for the wildlife calls, please see both.

The County did not increase the amount due from the cities this year. Your city's fee increased or decreased based on the number of calls that were in your city in 2012.

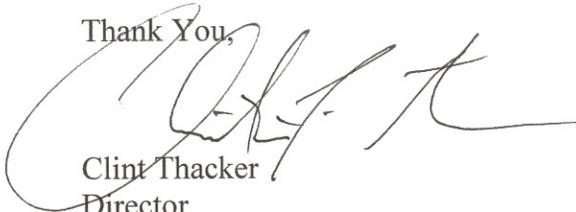
Wildlife calls are separate and are charged a \$25.75 fee per call. This fee is also remaining the same as 2012.

Please sign the contract & mail the signed contract to me. (If you want a signed original, please specify as such, sign TWO copies and send both to me.) I will place a cover sheet on it and forward it to the County Attorney where it is reviewed and placed before the County Commissioners. After all of the signatures are collected, I will make a copy of the original and send it to you.

I would like to have all contracts turned into the County Commission by March 21, 2013.

If you have any questions, concerns or comments please contact me,

Thank You,



Clint Thacker  
Director

Davis County Animal Care & Control  
801-444-2204

**INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND  
THE CITY OF SYRACUSE FOR ANIMAL CONTROL SERVICES FOR THE  
CALENDAR YEAR 2013**

This INTERLOCAL COOPERATION AGREEMENT is made and entered into this date by and between DAVIS COUNTY (hereinafter “County”), a political subdivision of the State of Utah, and SYRACUSE CITY (hereinafter “City”).

**RECITALS**

This agreement is made and entered into by and between the parties based upon the following recitals:

A. This agreement is made and entered into as an Interlocal Agreement pursuant to, in accordance with, and authorized by the *Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, *Utah Code Annotated*.

B. The County provides animal care and control services through the Davis County Animal Care and Control Department, under the direction of the Animal Control Director and employs Animal Control Officers who are ordinance enforcement officers but not special function officers as provided and described in Section 53-13-105, *Utah Code Annotated*.

C. The City has adopted a comprehensive animal control ordinance substantially identical, or that contains some individual City exceptions, to the County’s comprehensive animal control ordinance as set forth in Title 6, *Davis County Code*.

D. The County operates and maintains the Davis County Animal Shelter, a facility for the temporary shelter, housing, and impoundment of animals, the disposition of animals, and other services related to animal care and control.

E. The Davis County Animal Shelter, in addition to the above noted services, is also able to provide for the pick-up and euthanization of wild nuisance animals, such as raccoons and skunks, trapped by City or City residents.

F. The City desires animal care and control services from the County including, but not limited to, the enforcement of the comprehensive animal control ordinance of the City by the County, the pick-up and euthanization of wild nuisance animals, such as raccoons and skunks, trapped by City or City residents and other related animal care and control services as specified by this agreement.

G. The County is willing and able to provide animal care and control services to the City including, but not limited to, the enforcement of the comprehensive animal control ordinance of the City by the County the pick-up and euthanize wild nuisance animals, such as raccoons and skunks, trapped by City or City residents and other related animal care and control services as specified by this agreement.

NOW THEREFORE, in consideration of the mutual terms set forth in this agreement, the parties hereto do hereby agree as follows:

**1. Services**

A. The County shall make Davis County Animal Control Officers available to the City to perform the animal care and control services described in this agreement within the jurisdiction and territory of City in accordance and compliance with all applicable City, County, and State laws, ordinances, rules, and regulations. The services contemplated by this agreement include:

- (1) Enforcement of the comprehensive animal control ordinance of the City;

provided, however, that the ordinance is substantially identical to the comprehensive animal control ordinance of the County as set forth in Title 6, *Davis County Code*. The comprehensive animal control ordinance of the City, and any amendments to it during the term of this agreement, are incorporated into this agreement by reference.

(2) Issuance and sale of County dog and cat licenses and the management of a dog/cat license program.

(3) Regular patrol coverage by Animal Control Officers of the City between 8:00 a.m. and 5:00 p.m. Monday through Friday.

(4) Responses to the non-emergency requests, complaints, and contacts received from the officers and officials of the City and citizens between 8:00 a.m. and 5:00 p.m. Monday through Friday.

(5) Responses to emergency incidents involving animals at any time of the day and on any day of the week within the emergency call-out criteria and protocol established by the Davis County Animal Care and Control Department. Response for emergency animal incidents is intended to be within thirty (30) minutes, subject to the availability and location of the Animal Control Officers and the circumstances.

(6) Enforcement of all applicable City, County, and State laws, ordinances, rules, and regulations relating to animal care and control.

(7) The impoundment and boarding of animals in circumstances in which impoundment is necessary, advisable, or provided by applicable City, County, and State laws, ordinances, rules, and regulations. Such circumstances include, but are not limited to, the following:

- i. The owners or primary custodians of the animals have been arrested or taken into custody by law enforcement officers and the animals would be abandoned or without proper care or confinement as a result of the arrest;
- ii. The animal has bitten a person;
- iii. The animal is a vicious animal or potentially dangerous animal as defined by the ordinance;
- iv. The animal has attacked livestock;
- v. Livestock is loose; or
- vi. Injured animals.

(8) Pick up and dispose of the bodies of dead domestic animals, other than livestock or large wildlife, killed or otherwise left upon the public streets, highways, or rights-of-way within the City.

(9) Investigate all incidents involving actual or purported animal bites or rabies in accordance and compliance with applicable City, County, and State animal or health laws, ordinances, rules, and regulations.

(10) Provide temporary shelter and board for and hold and dispose of all stray or unwanted animals in accordance with all applicable City, County, and State laws, ordinances, rules, and regulations.

B. The County shall make available to the City the facilities of the Davis County Animal Care and Control Department, at no additional cost, for the retention and disposition of animals requiring temporary shelter and board which are found within the City by City officers

or officials.

C. The County shall, as an additional service outside the scope of services provided for in Paragraph 1 A. of this agreement and compensated for under the yearly compensation provided for in Paragraph 5 B. of this agreement, and for an additional fee, pick-up and euthanize wild nuisance animals, such as raccoons and skunks, trapped by City or City residents.

**2. Term**

This agreement shall be effective on a year to year basis for a period, not to exceed five (5) years commencing on January 1, 2013, and terminating on December 31, 2017 to be automatically renewed on a year to year basis, subject to the termination provisions of Paragraph 20 of this agreement and to any subsequent amendments thereto agreed in writing by both parties to this agreement.

**3. Records**

A. The County shall maintain books and records of the animal care and control services provided to the City under this agreement. The books and records shall be maintained in a form and manner which is in compliance with the fiscal and administrative procedures of the County and required by the Office of the Davis County Clerk/Auditor.

B. These books and records shall be available for examination or copying by the City during regular business hours and reasonable times.

C. All records created, received, or held by the County shall be held, disposed of, and accessed subject to the *Government Records Access and Management Act*, as set forth in Title 63, Chapter 2, *Utah Code Annotated*.

4. **Reports**

The County shall report to the City of the animal care and control activities and services provided and performed under this agreement.

5. **Compensation and Costs**

A. The City shall pay compensation in the amount of FORTY TWO THOUSAND ONE HUNDRED FORTY SEVEN Dollars THIRTY NINE Cents (\$42,147.39) to the County for the all animal care services provided and performed by the County under this agreement with the express exception of picking up and euthanizing wild nuisance animals, such as raccoons and skunks, trapped by City or City residents which shall be compensated as set forth below in Paragraph B of this section.

(1) The compensation shall be payable in twelve (12) equal monthly installments of THREE THOUSAND FIVE HUNDRED TWELVE Dollars and TWENTY EIGHT Cents (\$3,512.28) with the first monthly payment due on or before January1, 2013 and subsequent payments due on or before the 1st day of each month thereafter until paid in full.

(2) The County shall submit monthly invoices to the City for its services and reimbursement of any other costs incurred by the County and approved in writing by the City under this agreement. The City shall render payment within thirty (30) days after receipt of each such invoice or the resolution of any question or dispute regarding an invoice.

(3) The compensation amount shall be reviewed annually adjusted by a written amendment to this agreement as may be agreed upon by the City and County.

B. The City shall pay County annual compensation in the amount of ONE THOUSAND SEVEN HUNDRED SEVENTY SIX Dollars SEVENTY FIVE Cents (\$1,776.75) for wild nuisance animal pick up and/or euthanization by the County within the confines of the City under Paragraph 1. C. of this Agreement.

(1) Annual costs/fees for this service may change from year to year based on the level of wild nuisance animal service provided to City by County during the last year and County will provide notice of said changes to City prior to the renewal time of this Agreement.

(2) The County shall submit quarterly invoices to the City for One Quarter (25%) of the annual fee established under this Agreement for the pick-up and euthanization of wild nuisance animals.

(3) The City shall render payment within thirty (30) days after receipt of each such invoice.

#### 6. **Funds Collected by City**

Any funds collected or received by the City from the owners or custodians of any animal for dog licenses, exclusive of any fines or costs levied or imposed by any court in any legal action commenced or prosecuted by the City, shall be paid and submitted by the City to the County together with a descriptive record of such funds.

#### 7. **Animal Control Officers**

A. The City hereby authorizes each of the Animal Control Officers of the County within the jurisdiction and territory of the City to:

(1) Enforce and implement the comprehensive animal control ordinance of the

City;

(2) Issue licenses as provided in this agreement;

(3) Issue citations for violations of the comprehensive animal control ordinance of the City; and

(4) Collect such fees and costs as provided by the comprehensive animal control ordinance of the City.

B. Unless otherwise agreed to by the City Attorney and County Attorney, the Animal Control Officers of the County may, while providing or performing the services described in this agreement, seek and receive the assistance and cooperation of the law enforcement officers or other officials of the City. The decision to render such assistance and the control of any law enforcement officers or other officials of the City shall be made by the City.

C. The Animal Control Officers of the County while providing or performing services under this agreement to the City shall be deemed as employees of the County for all purposes including, but not limited to, Workers Compensation, withholding, salary, insurance, or other benefits.

## 8. **Procedures**

A. The County shall implement the following procedures in the administration and enforcement of the comprehensive animal control ordinance of the City:

(1) The County shall furnish all necessary receipt books and dog/cat tags for the City.

(2) Receipts for dog and cat licenses sold by the Animal Control Officers of the County shall be issued by those officers.

(3) All fees and funds collected by the Animal Control Officers of the County shall be immediately provided to the Davis County Animal Care and Control Department pursuant to Department policy. The Davis County Animal Care and Control Department will forward all fees and funds to the Davis County Clerk/Auditor pursuant to applicable County policy.

(4) Citations or complaints for the violation of the comprehensive animal control ordinance of the City shall be issued so that the person charged shall be required to appear before the appropriate court.

B. The prosecution of any citations or charges for the violation of the comprehensive animal control ordinance of the City shall be the responsibility of the City Attorney and not the County Attorney. Any fines collected for such violations shall be retained by the City and court, as specified by law, and the County shall have no entitlement to such fines.

9. **Davis County Animal Shelter**

A. The County shall operate and maintain the Davis County Animal Shelter in a humane manner; in compliance with all applicable County and State laws, ordinances, rules, regulations, and standards; and in a sanitary condition.

B. The County shall use humane methods of care, disposition, and euthanasia of any animal received and held by it under this agreement.

10. **Funding**

The services provided and performed under this agreement by the County shall be financed by the County from its General Fund; the compensation and costs reimbursements paid by the City to the County; and the other fees and costs collected under this agreement, such as,

but not limited to, dog and cat licenses and impound and board fees.

**11. Separate Legal Entity**

No separate legal entity is created by this agreement. To the extent that this agreement requires administration other than as set forth in this agreement, the agreement shall be administered by the County Animal Control Director and the City Manager, or other official designated by the City, acting as joint board for that purpose.

**12. Administration**

To the extent that this agreement requires administration other than as set forth herein it shall be administered by the County Animal Control Director and the City Manager acting as a joint board for that purpose.

**13. Property**

It is not contemplated that any real or personal property shall be acquired, held, or disposed of by the parties under this agreement but in the event any such property is acquired, it shall be disposed of in a manner and at a time as mutually agreed to by the parties.

**14. Department Status**

The County shall provide and perform the services described in this agreement through the Davis County Animal Care and Control Department. The County Animal Control Department shall not be deemed to be a department of the City nor shall its employees or officers be deemed to be officers and employees of the City.

**15. Indemnification and Hold Harmless**

A. City agrees and promises to Indemnify and hold County, his officers, agents, officials and

employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the City and/or its officers, agents, officials, members, employees, or volunteers.

County agrees and promises to Indemnify and hold City, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the County and/or his officers, agents, officials, members, employees, and volunteers.

**16. Governmental Immunity Act**

Because both parties are governmental entities under the *Governmental Immunity Act of Utah*, Utah Code Ann., Section 63G-7-101 et seq., as amended, each party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither party waives any defense available to it under the *Governmental Immunity Act of Utah*.

**17. Governmental Approval, Execution, and Resolutions**

This agreement shall be conditioned upon the approval and execution of this agreement by the parties pursuant to and in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, including the adoption of resolutions of approval if such resolutions are required by the *Interlocal Cooperation Act* by the legislative bodies of the parties.

18. **Review by Authorized Attorney**

In accordance with the provisions of Section 11-13-202.5(3), *Utah Code Annotated*, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take affect.

19. **Effective Date.**

The effective date of this agreement shall be January 1, 2013.

20. **Termination.**

A. Notwithstanding the provisions of Paragraph 2 of this agreement, this agreement may be terminated at any time by the mutual consent of the parties, or upon six (6) month's written notice thereof by either party given at least six (6) months prior to the end of the term of this agreement.

B. Termination may be with or without cause.

21. **Record of Agreement**

Executed duplicate copies of this agreement shall be filed with the keeper of records of each of the parties.

22. **Relief of Obligation**

This agreement does not in any way relieve either party of any obligation or

responsibility imposed upon it by law.

**23. Other Agreements**

This agreement abrogates or supersedes any existing agreement between the parties regarding the performance of animal care and control services unless specifically provided otherwise in this agreement or any other subsequent agreement between the parties.

**24. Amendments**

This agreement may be amended only by the written duly approved agreement of the parties.

**25. Severability**

If any provisions of this agreement are construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

**26. Third Party Beneficiaries**

This agreement is intended for the sole benefit of the parties and does not create or confer, directly or indirectly, any rights, interests, or benefits to any third party.

**27. Authorization.**

The individuals executing this agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original, on the dates indicated by the signatures of the respective parties.

DAVIS COUNTY

By: \_\_\_\_\_,  
\_\_\_\_\_, Chair  
Davis County Board of County Commissioners  
Date: \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_

Davis County Clerk/Auditor

CITY OF \_\_\_\_\_

By: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_, 20\_\_

ATTEST:

\_\_\_\_\_  
City Recorder

**Attorney Review**

The undersigned, being the authorized attorney for City of \_\_\_\_\_, reviewed this Interlocal Cooperation Agreement and found it to be in proper form and compliance with applicable law.

\_\_\_\_\_  
City Attorney

**Attorney Review**

The undersigned, being the authorized attorney for Davis County, reviewed this Interlocal Cooperation Agreement and found it to be in proper form and compliance with applicable law.

\_\_\_\_\_  
Neal C. Geddes  
Deputy Davis County Attorney



# COUNCIL AGENDA

March 26, 2013

Agenda Item #e                      Discussion regarding RDA agenda item #s 3 and 4,  
Budget Opening and amending the contract with  
Syracuse Family Fun Center. (15 min.)

*Factual Summation*

- Please see attached RDA agenda item #s 3 and 4.



# COUNCIL AGENDA

March 26, 2013

## Agenda Item #3

Public Hearing – Proposed Resolution RDA13-01 amending the Redevelopment Agency Budget for the fiscal year 2012 – 2013.

### *Factual Summation*

- Any question regarding this agenda item may be directed at Finance Director Stephen Marshall.
- Ed Gertge approached the city council at the March 12, 2013 meeting and requested that the council look at options to further assist with the Syracuse Family Fun Center expansion. He requested additional funds to be front loaded from the RDA or the ability to postpone payment of building fees to a future date in order for him to meet all of the upfront costs of the project.
- Staff was directed by the council to bring options to this meeting to discuss. We had discussed at the last meeting two different options. The first option was to draft a resolution that would allow Ed Gertge to postpone payment of building fees to a future date. Currently our ordinance does not allow for postponement of fees. The second option would be to increase the initial payment from the RDA to help pay the upfront costs of the project.
- My opinion is that of the two options available, the best option for the City would be to frontload the RDA payment. To be clear, this option is definitely feasible; however, as a finance director I am not making this recommendation. I have prepared two PDF files attached with this summation. One shows the current budgets with a \$300,000 payment in FY2013, while the other shows a budget with a \$400,000 payment in FY2013. I have highlighted in yellow all the payments that would be affected by frontloading more money now.

- I briefly discussed at the last council meeting that the city council as the RDA board would need to decide if they wanted to front load additional funds to help pay for the Fun Center expansion. The tradeoff is that there will be less money available in the next few years to spend on other potential projects in the RDA.
- In the event that the city council makes the decision to frontload additional funds to help with the Fun Center expansion, we have set a public hearing for tonight with the option to adjust the RDA budget for FY2013.

***Staff Recommendation***

- ***Funds are available in the RDA that can be used to front load more money for the Fun Center expansion. The decision would need to be made by the city council on whether to approve the additional funds.***

## 1700 South RDA

|                                   | <u>FY2012</u>        | <u>FY2013</u>        | <u>FY2014</u>        | <u>FY2015</u>        | <u>FY2016</u>        | <u>FY2017</u>        | <u>FY2018</u>        |
|-----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Tax Increment Calculation</b>  |                      |                      |                      |                      |                      |                      |                      |
| RDA Area Tax Rate                 | 0.014706             | 0.01459              | 0.01459              | 0.01459              | 0.01459              | 0.01459              | 0.01459              |
| Est. Tax Incremental Value        | \$ 24,653,960        | \$ 22,828,519        | \$ 28,143,663.43     | \$ 27,299,353.53     | \$ 26,480,372.92     | \$ 25,685,961.73     | \$ 24,915,382.88     |
| Percentage of Tax Incr.           | 100%                 | 80%                  | 80%                  | 80%                  | 80%                  | 80%                  | 75%                  |
| <b>Est. Tax Increment</b>         | <b>\$ 362,561.14</b> | <b>\$ 266,454.47</b> | <b>\$ 328,492.84</b> | <b>\$ 318,638.05</b> | <b>\$ 309,078.91</b> | <b>\$ 299,806.55</b> | <b>\$ 272,636.58</b> |
| <b>Fun Center Value Added</b>     | <b>\$ 111,525.81</b> | <b>\$ 83,933.16</b>  | <b>\$ 154,063.14</b> | <b>\$ 149,441.25</b> | <b>\$ 144,958.01</b> | <b>\$ 140,609.27</b> | <b>\$ 127,866.55</b> |
| <b>Revenues</b>                   |                      |                      |                      |                      |                      |                      |                      |
| Tax Increment                     | \$ 362,561.14        | \$ 266,454.47        | \$ 328,492.84        | \$ 318,638.05        | \$ 309,078.91        | \$ 299,806.55        | \$ 272,636.58        |
| Interest                          | \$ 2,730.04          | \$ 3,000.00          | \$ 500.00            | \$ 500.00            | \$ 500.00            | \$ 500.00            | \$ 500.00            |
| <b>Total Revenues</b>             | <b>\$ 365,291.18</b> | <b>\$ 269,454.47</b> | <b>\$ 328,992.84</b> | <b>\$ 319,138.05</b> | <b>\$ 309,578.91</b> | <b>\$ 300,306.55</b> | <b>\$ 273,136.58</b> |
| <b>Expenses</b>                   |                      |                      |                      |                      |                      |                      |                      |
| Infrastructure Impr.              | \$ -                 | \$ 100,000.00        | \$ 100,000.00        | \$ 100,000.00        | \$ 100,000.00        | \$ 50,000.00         | \$ 40,000.00         |
| Beautification & Tentant Outreach | \$ -                 |                      |                      |                      |                      |                      |                      |
| Repayment to Holrob               | \$ 79,392.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 59,544.00         |
| Repayment to City                 | \$ 40,173.00         | \$ 7,930.00          | \$ 7,930.00          | \$ 7,930.00          | \$ 7,930.00          | \$ 7,930.00          | \$ 7,435.00          |
| Repayment to Fun Center           |                      | \$ 300,000.00        | \$ 168,000.00        | \$ 168,000.00        | \$ 168,000.00        | \$ 168,000.00        | \$ 168,000.00        |
| Interest Expense                  |                      |                      |                      |                      |                      |                      |                      |
| Office Supplies/Prof Tech         |                      | \$ 5,000.00          | \$ 2,000.00          | \$ 2,000.00          | \$ 2,000.00          | \$ 2,000.00          | \$ 2,000.00          |
| RDA Management Fee                | \$ 54,384.17         | \$ 39,968.17         | \$ 16,424.64         | \$ 15,931.90         | \$ 15,453.95         | \$ 14,990.33         | \$ 13,631.83         |
| <b>Total Expenses</b>             | <b>\$ 173,949.17</b> | <b>\$ 516,413.17</b> | <b>\$ 357,869.64</b> | <b>\$ 357,376.90</b> | <b>\$ 356,898.95</b> | <b>\$ 306,435.33</b> | <b>\$ 290,610.83</b> |
| Net increase (decrease)           | \$ 191,342.01        | \$ (246,958.70)      | \$ (28,876.80)       | \$ (38,238.85)       | \$ (47,320.03)       | \$ (6,128.78)        | \$ (17,474.25)       |
| Beginning Fund Balance            | \$ 193,229.76        | \$ 384,571.77        | \$ 137,613.07        | \$ 108,736.27        | \$ 70,497.42         | \$ 23,177.39         | \$ 17,048.60         |
| Change in Fund Balance            | \$ 191,342.01        | \$ (246,958.70)      | \$ (28,876.80)       | \$ (38,238.85)       | \$ (47,320.03)       | \$ (6,128.78)        | \$ (17,474.25)       |
| Ending Fund Balance               | \$ 384,571.77        | \$ 137,613.07        | \$ 108,736.27        | \$ 70,497.42         | \$ 23,177.39         | \$ 17,048.60         | \$ (425.65)          |

## 1700 South RDA

| <u>FY2019</u>           | <u>FY2020</u>           | <u>FY2021</u>           | <u>FY2022</u>           | <u>FY2023</u>           | <u>FY2024</u>           | <u>FY2025</u>           | <u>FY2026</u>           |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 |
| \$ 24,167,921.40<br>75% | \$ 23,442,883.75<br>75% | \$ 22,739,597.24<br>75% | \$ 22,057,409.32<br>75% | \$ 21,395,687.04<br>70% | \$ 20,753,816.43<br>70% | \$ 20,131,201.94<br>70% | \$ 19,527,265.88<br>70% |
| \$ 264,457.48           | \$ 256,523.76           | \$ 248,828.04           | \$ 241,363.20           | \$ 218,514.15           | \$ 211,958.73           | \$ 205,599.97           | \$ 199,431.97           |
| \$ 124,030.56           | \$ 120,309.64           | \$ 116,700.35           | \$ 113,199.34           | \$ 102,483.14           | \$ 99,408.64            | \$ 96,426.38            | \$ 93,533.59            |
| \$ 264,457.48           | \$ 256,523.76           | \$ 248,828.04           | \$ 241,363.20           | \$ 218,514.15           | \$ 211,958.73           | \$ 205,599.97           | \$ 199,431.97           |
| \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               |
| <u>\$ 264,957.48</u>    | <u>\$ 257,023.76</u>    | <u>\$ 249,328.04</u>    | <u>\$ 241,863.20</u>    | <u>\$ 219,014.15</u>    | <u>\$ 212,458.73</u>    | <u>\$ 206,099.97</u>    | <u>\$ 199,931.97</u>    |
| \$ 75,000.00            | \$ 75,000.00            | \$ 75,000.00            | \$ 75,000.00            | \$ 75,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            |
| \$ 59,544.00            | \$ 59,544.00            | \$ 59,544.00            | \$ 59,544.00            | \$ 55,575.00            | \$ 45,550.00            | \$ -                    | \$ -                    |
| \$ 7,435.00             | \$ 7,435.00             | \$ 7,435.00             | \$ 7,435.00             | \$ 6,939.00             | \$ 10,025.00            | \$ 62,514.00            | \$ 62,514.00            |
| \$ 96,000.00            | \$ 96,000.00            | \$ 90,000.00            | \$ 90,000.00            | \$ 84,000.00            | \$ 84,000.00            | \$ 72,000.00            | \$ 72,000.00            |
| \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             |
| \$ 13,222.87            | \$ 12,826.19            | \$ 12,441.40            | \$ 12,068.16            | \$ 10,925.71            | \$ 10,597.94            | \$ 10,280.00            | \$ 9,971.60             |
| <u>\$ 253,201.87</u>    | <u>\$ 252,805.19</u>    | <u>\$ 246,420.40</u>    | <u>\$ 246,047.16</u>    | <u>\$ 234,439.71</u>    | <u>\$ 202,172.94</u>    | <u>\$ 196,794.00</u>    | <u>\$ 196,485.60</u>    |
| \$ 11,755.61            | \$ 4,218.57             | \$ 2,907.64             | \$ (4,183.96)           | \$ (15,425.56)          | \$ 10,285.79            | \$ 9,305.97             | \$ 3,446.37             |
| \$ (425.65)             | \$ 11,329.96            | \$ 15,548.53            | \$ 18,456.17            | \$ 14,272.21            | \$ (1,153.35)           | \$ 9,132.44             | \$ 18,438.41            |
| \$ 11,755.61            | \$ 4,218.57             | \$ 2,907.64             | \$ (4,183.96)           | \$ (15,425.56)          | \$ 10,285.79            | \$ 9,305.97             | \$ 3,446.37             |
| <u>\$ 11,329.96</u>     | <u>\$ 15,548.53</u>     | <u>\$ 18,456.17</u>     | <u>\$ 14,272.21</u>     | <u>\$ (1,153.35)</u>    | <u>\$ 9,132.44</u>      | <u>\$ 18,438.41</u>     | <u>\$ 21,884.78</u>     |

## 1700 South RDA

| <u>FY2027</u>           | <u>FY2028</u>           | <u>FY2029</u>           | <u>FY2030</u>           | <u>FY2031</u>           | <u>FY2032</u>           |                        |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|------------------------|
| 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 |                        |
| \$ 18,941,447.90<br>70% | \$ 18,373,204.47<br>60% | \$ 17,822,008.33<br>60% | \$ 17,287,348.08<br>60% | \$ 16,768,727.64<br>60% | \$ 16,265,665.81<br>60% |                        |
| <b>\$ 193,449.01</b>    | <b>\$ 160,839.03</b>    | <b>\$ 156,013.86</b>    | <b>\$ 151,333.45</b>    | <b>\$ 146,793.44</b>    | <b>\$ 142,389.64</b>    | <b>\$ 4,955,164.25</b> |
| <b>\$ 90,727.58</b>     | <b>\$ 75,433.51</b>     | <b>\$ 73,170.50</b>     | <b>\$ 70,975.39</b>     | <b>\$ 68,846.12</b>     | <b>\$ 66,780.74</b>     | <b>\$ 2,224,422.69</b> |
| \$ 193,449.01           | \$ 160,839.03           | \$ 156,013.86           | \$ 151,333.45           | \$ 146,793.44           | \$ 142,389.64           |                        |
| \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               |                        |
| <u>\$ 193,949.01</u>    | <u>\$ 161,339.03</u>    | <u>\$ 156,513.86</u>    | <u>\$ 151,833.45</u>    | <u>\$ 147,293.44</u>    | <u>\$ 142,889.64</u>    |                        |
| \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 35,000.00            | \$ 53,663.28            | <b>\$ 1,303,663.28</b> |
| \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |                        |
| \$ 62,514.00            | \$ 44,653.00            | \$ 53,583.00            | \$ 53,583.00            | \$ 53,583.00            | \$ 53,583.00            |                        |
| <b>\$ 60,000.00</b>     | <b>\$ 60,000.00</b>     | <b>\$ 60,000.00</b>     | <b>\$ 48,000.00</b>     | <b>\$ 48,000.00</b>     | <b>\$ 30,000.00</b>     | <b>\$ 2,130,000.00</b> |
| \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             |                        |
| \$ 9,672.45             | \$ 8,041.95             | \$ 7,800.69             | \$ 7,566.67             | \$ 7,339.67             | \$ 7,119.48             |                        |
| <u>\$ 184,186.45</u>    | <u>\$ 164,694.95</u>    | <u>\$ 173,383.69</u>    | <u>\$ 161,149.67</u>    | <u>\$ 145,922.67</u>    | <u>\$ 146,365.76</u>    |                        |
| \$ 9,762.56             | \$ (3,355.92)           | \$ (16,869.83)          | \$ (9,316.23)           | \$ 1,370.77             | \$ (3,476.12)           |                        |
| \$ 21,884.78            | \$ 31,647.33            | \$ 28,291.42            | \$ 11,421.58            | \$ 2,105.36             | \$ 3,476.13             |                        |
| \$ 9,762.56             | \$ (3,355.92)           | \$ (16,869.83)          | \$ (9,316.23)           | \$ 1,370.77             | \$ (3,476.12)           |                        |
| <u>\$ 31,647.33</u>     | <u>\$ 28,291.42</u>     | <u>\$ 11,421.58</u>     | <u>\$ 2,105.36</u>      | <u>\$ 3,476.13</u>      | <u>\$ 0.00</u>          |                        |

## 1700 South RDA

|                                   | <u>FY2012</u>        | <u>FY2013</u>        | <u>FY2014</u>        | <u>FY2015</u>        | <u>FY2016</u>        | <u>FY2017</u>        | <u>FY2018</u>        |
|-----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Tax Increment Calculation</b>  |                      |                      |                      |                      |                      |                      |                      |
| RDA Area Tax Rate                 | 0.014706             | 0.01459              | 0.01459              | 0.01459              | 0.01459              | 0.01459              | 0.01459              |
| Est. Tax Incremental Value        | \$ 24,653,960        | \$ 22,828,519        | \$ 28,143,663.43     | \$ 27,299,353.53     | \$ 26,480,372.92     | \$ 25,685,961.73     | \$ 24,915,382.88     |
| Percentage of Tax Incr.           | 100%                 | 80%                  | 80%                  | 80%                  | 80%                  | 80%                  | 75%                  |
| <b>Est. Tax Increment</b>         | <b>\$ 362,561.14</b> | <b>\$ 266,454.47</b> | <b>\$ 328,492.84</b> | <b>\$ 318,638.05</b> | <b>\$ 309,078.91</b> | <b>\$ 299,806.55</b> | <b>\$ 272,636.58</b> |
| <b>Fun Center Value Added</b>     | <b>\$ 111,525.81</b> | <b>\$ 83,933.16</b>  | <b>\$ 154,063.14</b> | <b>\$ 149,441.25</b> | <b>\$ 144,958.01</b> | <b>\$ 140,609.27</b> | <b>\$ 127,866.55</b> |
| <b>Revenues</b>                   |                      |                      |                      |                      |                      |                      |                      |
| Tax Increment                     | \$ 362,561.14        | \$ 266,454.47        | \$ 328,492.84        | \$ 318,638.05        | \$ 309,078.91        | \$ 299,806.55        | \$ 272,636.58        |
| Interest                          | \$ 2,730.04          | \$ 3,000.00          | \$ 500.00            | \$ 500.00            | \$ 500.00            | \$ 500.00            | \$ 500.00            |
| <b>Total Revenues</b>             | <b>\$ 365,291.18</b> | <b>\$ 269,454.47</b> | <b>\$ 328,992.84</b> | <b>\$ 319,138.05</b> | <b>\$ 309,578.91</b> | <b>\$ 300,306.55</b> | <b>\$ 273,136.58</b> |
| <b>Expenses</b>                   |                      |                      |                      |                      |                      |                      |                      |
| Infrastructure Impr.              | \$ -                 | \$ 100,000.00        | \$ 100,000.00        | \$ 50,000.00         | \$ 50,000.00         | \$ 50,000.00         | \$ 40,000.00         |
| Beautification & Tentant Outreach | \$ -                 |                      |                      |                      |                      |                      |                      |
| Repayment to Holrob               | \$ 79,392.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 59,544.00         |
| Repayment to City                 | \$ 40,173.00         | \$ 7,930.00          | \$ 7,930.00          | \$ 7,930.00          | \$ 7,930.00          | \$ 7,930.00          | \$ 7,435.00          |
| Repayment to Fun Center           |                      | \$ 400,000.00        | \$ 168,000.00        | \$ 168,000.00        | \$ 168,000.00        | \$ 168,000.00        | \$ 168,000.00        |
| Interest Expense                  |                      |                      |                      |                      |                      |                      |                      |
| Office Supplies/Prof Tech         |                      | \$ 5,000.00          | \$ 2,000.00          | \$ 2,000.00          | \$ 2,000.00          | \$ 2,000.00          | \$ 2,000.00          |
| RDA Management Fee                | \$ 54,384.17         | \$ 39,968.17         | \$ 16,424.64         | \$ 15,931.90         | \$ 15,453.95         | \$ 14,990.33         | \$ 13,631.83         |
| <b>Total Expenses</b>             | <b>\$ 173,949.17</b> | <b>\$ 616,413.17</b> | <b>\$ 357,869.64</b> | <b>\$ 307,376.90</b> | <b>\$ 306,898.95</b> | <b>\$ 306,435.33</b> | <b>\$ 290,610.83</b> |
| Net increase (decrease)           | \$ 191,342.01        | \$ (346,958.70)      | \$ (28,876.80)       | \$ 11,761.15         | \$ 2,679.97          | \$ (6,128.78)        | \$ (17,474.25)       |
| Beginning Fund Balance            | \$ 193,229.76        | \$ 384,571.77        | \$ 37,613.07         | \$ 8,736.27          | \$ 20,497.42         | \$ 23,177.39         | \$ 17,048.60         |
| Change in Fund Balance            | \$ 191,342.01        | \$ (346,958.70)      | \$ (28,876.80)       | \$ 11,761.15         | \$ 2,679.97          | \$ (6,128.78)        | \$ (17,474.25)       |
| Ending Fund Balance               | \$ 384,571.77        | \$ 37,613.07         | \$ 8,736.27          | \$ 20,497.42         | \$ 23,177.39         | \$ 17,048.60         | \$ (425.65)          |

## 1700 South RDA

| <u>FY2019</u>           | <u>FY2020</u>           | <u>FY2021</u>           | <u>FY2022</u>           | <u>FY2023</u>           | <u>FY2024</u>           | <u>FY2025</u>           | <u>FY2026</u>           |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 |
| \$ 24,167,921.40<br>75% | \$ 23,442,883.75<br>75% | \$ 22,739,597.24<br>75% | \$ 22,057,409.32<br>75% | \$ 21,395,687.04<br>70% | \$ 20,753,816.43<br>70% | \$ 20,131,201.94<br>70% | \$ 19,527,265.88<br>70% |
| \$ 264,457.48           | \$ 256,523.76           | \$ 248,828.04           | \$ 241,363.20           | \$ 218,514.15           | \$ 211,958.73           | \$ 205,599.97           | \$ 199,431.97           |
| \$ 124,030.56           | \$ 120,309.64           | \$ 116,700.35           | \$ 113,199.34           | \$ 102,483.14           | \$ 99,408.64            | \$ 96,426.38            | \$ 93,533.59            |
| \$ 264,457.48           | \$ 256,523.76           | \$ 248,828.04           | \$ 241,363.20           | \$ 218,514.15           | \$ 211,958.73           | \$ 205,599.97           | \$ 199,431.97           |
| \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               |
| <u>\$ 264,957.48</u>    | <u>\$ 257,023.76</u>    | <u>\$ 249,328.04</u>    | <u>\$ 241,863.20</u>    | <u>\$ 219,014.15</u>    | <u>\$ 212,458.73</u>    | <u>\$ 206,099.97</u>    | <u>\$ 199,931.97</u>    |
| \$ 75,000.00            | \$ 75,000.00            | \$ 75,000.00            | \$ 75,000.00            | \$ 75,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            |
| \$ 59,544.00            | \$ 59,544.00            | \$ 59,544.00            | \$ 59,544.00            | \$ 55,575.00            | \$ 45,550.00            | \$ -                    | \$ -                    |
| \$ 7,435.00             | \$ 7,435.00             | \$ 7,435.00             | \$ 7,435.00             | \$ 6,939.00             | \$ 10,025.00            | \$ 62,514.00            | \$ 62,514.00            |
| \$ 96,000.00            | \$ 96,000.00            | \$ 90,000.00            | \$ 90,000.00            | \$ 84,000.00            | \$ 84,000.00            | \$ 72,000.00            | \$ 72,000.00            |
| \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             |
| \$ 13,222.87            | \$ 12,826.19            | \$ 12,441.40            | \$ 12,068.16            | \$ 10,925.71            | \$ 10,597.94            | \$ 10,280.00            | \$ 9,971.60             |
| <u>\$ 253,201.87</u>    | <u>\$ 252,805.19</u>    | <u>\$ 246,420.40</u>    | <u>\$ 246,047.16</u>    | <u>\$ 234,439.71</u>    | <u>\$ 202,172.94</u>    | <u>\$ 196,794.00</u>    | <u>\$ 196,485.60</u>    |
| \$ 11,755.61            | \$ 4,218.57             | \$ 2,907.64             | \$ (4,183.96)           | \$ (15,425.56)          | \$ 10,285.79            | \$ 9,305.97             | \$ 3,446.37             |
| \$ (425.65)             | \$ 11,329.96            | \$ 15,548.53            | \$ 18,456.17            | \$ 14,272.21            | \$ (1,153.35)           | \$ 9,132.44             | \$ 18,438.41            |
| \$ 11,755.61            | \$ 4,218.57             | \$ 2,907.64             | \$ (4,183.96)           | \$ (15,425.56)          | \$ 10,285.79            | \$ 9,305.97             | \$ 3,446.37             |
| <u>\$ 11,329.96</u>     | <u>\$ 15,548.53</u>     | <u>\$ 18,456.17</u>     | <u>\$ 14,272.21</u>     | <u>\$ (1,153.35)</u>    | <u>\$ 9,132.44</u>      | <u>\$ 18,438.41</u>     | <u>\$ 21,884.78</u>     |

## 1700 South RDA

| <u>FY2027</u>           | <u>FY2028</u>           | <u>FY2029</u>           | <u>FY2030</u>           | <u>FY2031</u>           | <u>FY2032</u>           |                 |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-----------------|
| 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 |                 |
| \$ 18,941,447.90<br>70% | \$ 18,373,204.47<br>60% | \$ 17,822,008.33<br>60% | \$ 17,287,348.08<br>60% | \$ 16,768,727.64<br>60% | \$ 16,265,665.81<br>60% |                 |
| \$ 193,449.01           | \$ 160,839.03           | \$ 156,013.86           | \$ 151,333.45           | \$ 146,793.44           | \$ 142,389.64           | \$ 4,955,164.25 |
| \$ 90,727.58            | \$ 75,433.51            | \$ 73,170.50            | \$ 70,975.39            | \$ 68,846.12            | \$ 66,780.74            | \$ 2,224,422.69 |
| \$ 193,449.01           | \$ 160,839.03           | \$ 156,013.86           | \$ 151,333.45           | \$ 146,793.44           | \$ 142,389.64           |                 |
| \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               |                 |
| <u>\$ 193,949.01</u>    | <u>\$ 161,339.03</u>    | <u>\$ 156,513.86</u>    | <u>\$ 151,833.45</u>    | <u>\$ 147,293.44</u>    | <u>\$ 142,889.64</u>    |                 |
| \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 100,000.00           | \$ 88,663.28            | \$ 1,303,663.28 |
| \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |                 |
| \$ 62,514.00            | \$ 44,653.00            | \$ 53,583.00            | \$ 53,583.00            | \$ 53,583.00            | \$ 53,583.00            |                 |
| \$ 60,000.00            | \$ 60,000.00            | \$ 60,000.00            | \$ 26,000.00            |                         |                         | \$ 2,130,000.00 |
| \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             |                 |
| \$ 9,672.45             | \$ 8,041.95             | \$ 7,800.69             | \$ 7,566.67             | \$ 7,339.67             | \$ 7,119.48             |                 |
| <u>\$ 184,186.45</u>    | <u>\$ 164,694.95</u>    | <u>\$ 173,383.69</u>    | <u>\$ 139,149.67</u>    | <u>\$ 162,922.67</u>    | <u>\$ 151,365.76</u>    |                 |
| \$ 9,762.56             | \$ (3,355.92)           | \$ (16,869.83)          | \$ 12,683.77            | \$ (15,629.23)          | \$ (8,476.12)           |                 |
| \$ 21,884.78            | \$ 31,647.33            | \$ 28,291.42            | \$ 11,421.58            | \$ 24,105.36            | \$ 8,476.13             |                 |
| \$ 9,762.56             | \$ (3,355.92)           | \$ (16,869.83)          | \$ 12,683.77            | \$ (15,629.23)          | \$ (8,476.12)           |                 |
| <u>\$ 31,647.33</u>     | <u>\$ 28,291.42</u>     | <u>\$ 11,421.58</u>     | <u>\$ 24,105.36</u>     | <u>\$ 8,476.13</u>      | <u>\$ 0.00</u>          |                 |

**RESOLUTION RDA13-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SYRACUSE CITY REDEVELOPMENT AGENCY ADJUSTING THE ANNUAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2013.**

**WHEREAS**, the Uniform Budgetary Procedures set forth in State Statute 10-6-128 allow for amendments and increases to individual fund budgets; and

**WHEREAS**, on March 26, 2013, the City Council held a public hearing to allow interested persons in attendance an opportunity to be heard for or against the proposed budgetary changes; and

**WHEREAS**, the City Council has determined that approval of the budgetary amendments will promote the orderly operation of the City;

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF SYRACUSE DAVIS COUNTY, STATE OF UTAH, AS FOLLOWS:**

**SECTION 1: Amendments.** The following adjustments to the Redevelopment Budget are hereby made for the Fiscal Year 2013 operating budget.

- See attachment

**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 upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 26<sup>th</sup> DAY OF March, 2013.**

**SYRACUSE CITY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, City Recorder

By: \_\_\_\_\_  
Jamie Nagle, Mayor

# Syracuse City

## FY 2013 Budget Adjustments



|                                                | <u>Original Budget</u> | <u>Amended Budget</u> | <u>Increase / (Decrease)</u> |
|------------------------------------------------|------------------------|-----------------------|------------------------------|
| <b>RDA Fund</b>                                |                        |                       |                              |
| <b><u>Expenditure adjustments:</u></b>         |                        |                       |                              |
| Repayments to Financers                        | 389,305.00             | 489,305.00            | 100,000.00                   |
|                                                |                        |                       | <u>100,000.00</u>            |
|                                                | <u>Revenue</u>         | <u>Expenses</u>       |                              |
| RDA Fund net change                            | -                      | 100,000.00            | (100,000.00)                 |
| Beginning fund overage                         |                        |                       | (269,555.00)                 |
|                                                |                        |                       | <u>(369,555.00)</u>          |
| Overall fund deficit to come from fund balance |                        |                       | (369,555.00)                 |



# COUNCIL AGENDA

March 26, 2013

Agenda Item #4                      Proposed amendments to the contract with  
Syracuse Family Fun Center.

## *Factual Summation*

- Any question regarding this agenda item may be directed at Finance Director Stephen Marshall or City Attorney Will Carlson.
- Staff is recommending making a few changes to the contract agreement between Syracuse City and Syracuse Family Fun Center. The project has been postponed due to issues with securing the financing to fund the expansion. As such, the contract needs to be modified to change the expected completion date to November 30, 2013 and the payment of fees date to no later than July 1, 2013. These changes will ensure that the construction can be completed in a reasonable amount of time.
- If the city council makes the decision to front load more money from the RDA, the contract will need to be amended to consider the increase in the amount of funding approved. Currently the amount for FY2013 is \$300,000.

## *Staff Recommendation*

- ***We recommend making changes as outlined in blue in the attached contract. If the city council approves front loading additional funds for the Syracuse Family Fun Center expansion, then those changes will also need to be changed in the contract.***

AGREEMENT FOR THE EXPANSION OF THE SYRACUSE FAMILY  
FUN CENTER

This Agreement for the Development of the Syracuse Family Fun Center site (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, [2012-2013](#) (the “Effective Date”), by and among SYRACUSE FAMILY FUN CENTER, a limited liability company (the “Developer”), and the REDEVELOPMENT AGENCY OF SYRACUSE CITY, a body corporate and politic of the State of Utah (the “Agency”).

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

RECITALS

- A. In furtherance of the objectives of the Community Development and Renewal Agencies Act, Utah Code Ann. § 17C-3-101, et. seq. (the “Act”), the Agency has undertaken the creation of a redevelopment project area for the development of a certain geographic area known as the “Town Center Project Area” (the “Project Area”), located in Syracuse, Utah; and
- B. The Agency has approved and the City Council of the City has adopted a redevelopment plan which is attached hereto as Exhibit A (the “Redevelopment Plan”) providing for the development of real property located in the Project Area and the future use of such land; and
- C. The Developer desires to expand the Syracuse Family Fun Center (“Expansion”) by adding 80,000 square feet (“sf”) of recreational space as follows:
  - 1. 24,000 sf aquatic center; and
  - 2. 56,000 sf of additional activities, including:
    - a. 28,000 sf of Go-Karts and race track (adult and kiddie-kart size); and
    - b. 28,000 sf with a combination of activities such as:
      - i. Bounce toys;
      - ii. Bowling;
      - iii. Batting cages; and

iv. Locker rooms; and

- D. The Agency believes that the expansion of the Syracuse Family Fun Center is in the vital and best interests of the Agency, and in the best interests of the health, safety, and welfare of community residents, and in accord with the public purposes and provisions of the applicable laws of the State of Utah (the “State”) and requirements under which the Project Area and its development is undertaken and is being assisted by the Agency; and
- E. On the basis of the foregoing and the undertakings of the Developer pursuant to this Agreement, and to enable the Agency to achieve the objectives of the Redevelopment Plan, the Agency is willing, in the manner set forth herein, to assist the Developer in the expansion of the Syracuse Family Fun Center for the purpose of accomplishing the provisions of the Redevelopment Plan, and the provisions of this Agreement;

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

#### ARTICLE I: DEVELOPER’S OBLIGATIONS

Section 1.1 The Developer hereby agrees to the following:

- A. Development of Facilities. The Developer shall construct, and maintain the following facilities for a minimum useful life of twenty [20] years at the Syracuse Family Fun Center:
- i. *Aquatic Center.* A 24,000 square foot Aquatic Center will be constructed substantially in accordance with the zoning, subdivision, development, growth management, transportation, environmental, open space, and other land use plans, policies, processes, ordinances, and regulations in existence and effective on the date of final approval of this Agreement, and applying the terms and conditions of this Agreement.

- ii. *Additional Facilities.* An additional 56,000 square feet of space for additional recreational activities, to include but not be limited to: A go-kart race track 28,000 sf in size; bounce toys;; bowling alley; batting cages; and locker room facilities for the aquatic center. Such expansion shall be constructed substantially in accordance with the zoning, subdivision, development, growth management, transportation, environmental, open space, and other land use plans, policies, processes, ordinances, and regulations in existence and effective on the date of final approval of this Agreement, and applying the terms and conditions of this Agreement.
  - iii. *Development Infrastructure/On-site Improvements.* The Developer shall construct and develop, in accordance with all applicable city standards, all on-site improvements, including but not limited to, storm water detention facilities, drainage facilities, sidewalks, curb and gutter, roads both ingress and egress as required to access the Syracuse Family Fun Center, landscaping, trails, water systems, sanitary sewer, street lighting, fencing and/or walls, flood control and other improvements required by Syracuse as part of the Site Plan and subdivision approval process. All required onsite improvements shall be completed prior to the date the City issues an occupancy permit (the “Operational Date”).
- B. *Increase Assessed Value.* The Developer agrees to construct expansions of not less than six million dollars (\$6,000,000) of incremental assessed value related to the Syracuse Family Fun Center on or before ~~May 31~~November 30, 2013.
- C. *Payment of Fees.* The Developer shall, on or before ~~\_\_\_\_\_~~July 1, 2013, pay all required building permit fees, site plan review fees, impact fees, development fees, and other fees required by Syracuse or other governmental agencies and organizations. In the event the fees are not paid prior to settlement of the Property Tax Rebate (as defined herein), the Agency shall be able to deduct the payment of said fees from

the Property Tax Rebate.

D. Payment of Ad Valorem Taxes and Supplemental Payments.

The Developer shall pay all real and personal property taxes (the “ad valorem taxes”) for the Syracuse Family Fun Center site based on the taxable value of the Syracuse Family Fun Center site (the “Assessed Taxable Value”) for the 2013 year time period. 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 Syracuse Family Fun Center, any of the improvements, and any personal property on site shall be paid annually by the Developer or current owner on or before the due date which is currently set by law as November 30th. The Developer shall have the right to protest or appeal the amount of Assessed Taxable Value and taxes levied against the Syracuse Family Fun Center Property by the County Assessor, State Tax Commission or any lawful entity authorized by law to determine the ad valorem taxes against the Syracuse Family Fun Center site, the improvements, personal property on the Syracuse Family Fun Center 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) calendar days of the Developer’s or then 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 objection to the amount of assessment or taxes which should or should not be assessed against the real or personal property of the Syracuse Family Fun Center site.

E. Developer hereby agrees to reasonably cooperate with Syracuse Parks and Recreation Department, Syracuse High School, and

the Davis County School District to seek out and provide opportunities to residents and students for programs uniquely available to communities with swimming pools.

ARTICLE II

AGENCY OBLIGATIONS AND UNDERTAKINGS

Section 2.1 Agency Rebate to Developer. The Agency has created the Project Area for improvements related to the Syracuse Town Center. In consideration of the Developer’s performance of its obligations under this Agreement, and subject to the conditions, terms and limitations set forth in this Agreement, including those set forth in Article I, the Agency agrees to rebate to the Developer no more than two million one hundred thirty thousand dollars (\$2,130,000) 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:

| Fiscal Year<br>July 1 – Jun<br>30 | Projected taxes<br>received by<br>Agency | % of tax<br>increment<br>received by<br>Agency | Rebate<br>amount to<br>Developer |
|-----------------------------------|------------------------------------------|------------------------------------------------|----------------------------------|
| FY 2013                           | \$358,883.57                             | 100%                                           | \$300,000.00                     |
| FY 2014                           | \$430,117.39                             | 100%                                           | \$168,000.00                     |
| FY 2015                           | \$408,668.52                             | 100%                                           | \$168,000.00                     |
| FY 2016                           | \$388,235.10                             | 100%                                           | \$168,000.00                     |
| FY 2017                           | \$368,823.34                             | 100%                                           | \$168,000.00                     |
| FY 2018                           | \$280,305.74                             | 80%                                            | \$168,000.00                     |
| FY 2019                           | \$266,290.45                             | 80%                                            | \$96,000.00                      |
| FY 2020                           | \$252,975.93                             | 80%                                            | \$96,000.00                      |
| FY 2021                           | \$225,306.69                             | 75%                                            | \$90,000.00                      |
| FY 2022                           | \$214,041.35                             | 75%                                            | \$90,000.00                      |
| FY 2023                           | \$189,783.33                             | 70%                                            | \$84,000.00                      |
| FY 2024                           | \$180,294.17                             | 70%                                            | \$84,000.00                      |
| FY 2025                           | \$146,810.96                             | 60%                                            | \$72,000.00                      |
| FY 2026                           | \$139,470.42                             | 60%                                            | \$72,000.00                      |
| FY 2027                           | \$110,414.08                             | 50%                                            | \$60,000.00                      |
| FY 2028                           | \$104,893.38                             | 50%                                            | \$60,000.00                      |

|              |                       |            |                       |
|--------------|-----------------------|------------|-----------------------|
| FY 2029      | \$99,648.71           | 50%        | \$60,000.00           |
| FY 2030      | \$75,733.02           | 40%        | \$48,000.00           |
| FY 2031      | \$71,946.37           | 40%        | \$48,000.00           |
| FY 2032      | \$63,222.87           | 37%        | \$30,000.00           |
| <b>TOTAL</b> | <b>\$4,375,875.39</b> | <b>N/A</b> | <b>\$2,130,000.00</b> |

A. Projected taxes received is an estimate. The projected taxes received is an estimate based on several assumptions, including but not limited to the following: Davis County will assess an increased value to the Syracuse Family Fun Center site of at least six million dollars (\$6,000,000.00) the tax rates will stay the same over the next twenty years; and property values will depreciate at a rate of 5 percent per year. Several variables will affect the tax amount received by the agency and in no case shall the Agency provide a rebate to Developer greater than the amount the Agency receives for the project area in any given fiscal year.

B. Rebate to Developer. In no case shall the rebate payments to Developer exceed the annual or total Syracuse Family Fun Center portions identified above, a maximum total sum of two million one hundred thirty thousand dollars (\$2,130,000), regardless of the amount of taxes received by the Agency. In the event the increased assessment of the Syracuse Family Fun Center is less than six million dollars between tax years 2012 and 2014, the rebated funds to Developer shall be decreased. In the event the Agency receives less than the projected taxes for the project area as identified herein, the rebated funds to Developer shall be decreased. The decreased rebate amount shall be determined by the following equations.

- a. In case of an assessed increased value of less than six million dollars, the proportion of the identified rebate amount shall be determined by dividing the product of three hundred fifty five thousandths and the increase in assessed value between tax years 2012 and 2014 by two million one hundred thirty thousand, or  $(\text{increase assessed value} \times .355) / 2,130,000 =$  proportion of identified rebate which Developer shall receive.
- b. In case of the Agency receiving less than the projected taxes for the project area in any given year, the proportion of the

identified rebate amount shall be determined by dividing the actual received taxes for the project area by the projected received taxes for the project area, or actual taxes received / projected taxes received = proportion of identified rebate which Developer shall receive.

- C. Public Financing. The Agency, as an inducement to the Developer to expand the Syracuse Family Fun Center in accordance with this 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. Beginning in fiscal year 2014, the dollar amount rebated to Developer by the agency will be exclusively dependent upon the available tax increment provided to the Agency by the Project Area. At the time that the Developer has been rebated a total value of two million one hundred thirty thousand dollars (\$2,130,000), all further rebates to Developer shall cease under this agreement.
- D. Payments of Rebate. The total costs related to the Syracuse Family Fun Center are estimated at \_\_\_\_\_ dollars (\$\_\_\_\_\_). The Developer shall provide verification that \_\_\_\_\_ dollars (\$\_\_\_\_\_ ) of private financing has been secured, which shall be made available, from time to time, upon fulfillment of certain customary construction funding conditions. Upon receiving evidence of private financing, the Agency shall provide the rebate for Fiscal Year 2013. For each subsequent fiscal year, the Agency shall provide the rebate on or before April 1.
- E. Issuance of Permits/Approval of Site Plan. The Agency will cooperate with the Developer, as requested in obtaining necessary approval of the Site Plan, zoning approval, and the issuance of building permits, and other planning requirements necessary for the Developer to construct the improvements outlined in this Agreement. The Agency reserves the right to review and approve the conceptual and final plan and drawings for the Syracuse Family Fun Center. The Agency agrees any approval required by the Agency shall not be unreasonably withheld, conditioned or delayed.

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F. 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 incurs other obligations or dedicates funds for projects outside this agreement and does not have funds to make the rebate payment through no fault of the Developer, the Agency will make up the deficiency between what was paid and what was calculated as owed to the developer in later years, until the deficiency has been paid in full.

### ARTICLE III: CONSTRUCTION REQUIREMENTS

Section 3.1 Issuance of Permits. The Developer shall have the sole responsibility of obtaining all necessary permits and approvals to construct the improvements and shall make application for such permits and approvals directly to Syracuse and other appropriate agencies and departments.

Section 3.2 Times for Construction. The Developer agrees that it shall promptly begin and diligently prosecute to completion the expansion of the Syracuse Family Fun Center and that such construction shall be completed no later than ~~May 31~~November 30, 2013 unless such date is extended by the Agency, or the Developer is unable to timely undertake or complete the Improvements because of any of the reasons set forth in the Agreement herein. The Developer understands and agrees that time is of the essence of this Agreement. Developer acknowledges and agrees that unless the Project is timely constructed and completed and becomes part of Davis County's final assessment tax roll, the available tax increment necessary to pay the Agency obligations will not materialize, and the Agency would be unable to receive and pay its obligations.

Section 3.3 Access to Site. The completion of the Project and the work of the Developer 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 IV: REMEDIES

Section 4.1 Default by Developer; No Construction. If the Developer defaults or breaches any of its obligations contained in this Agreement and does not timely cure such default or breach as provided in this Agreement after the expiration of all applicable notice and cure periods, then the Agency may terminate this Agreement. The Agency may also seek repayment of any paid portion of the tax increment identified herein by all means available.

Section 4.2 General Remedies; Agency and Developer. Subject to the other provisions of this Article V, in the event of any default or breach of this Agreement or any of its terms, covenants or conditions by any Party hereto, such Party shall, upon written notice from the other Party(ies), 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) day period, within sixty (60) days provided that such cure is commenced within a thirty (30) day period and diligently pursue to completion, unless a longer period of time is agreed to by the Parties in writing. In case such action is not taken, or diligently pursued, or the default or breach shall not be cured or remedied within the time periods provided above, the aggrieved Party may institute such proceedings as may be necessary or desirable, at its option, to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default which is not cured within the time limits contained in this Agreement, the non-defaulting Party may, at its option, take such action as allowed by law, in equity and/or provided for in this Agreement. 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 4.3 Extensions by Agency. The Agency may in writing extend the time for the Developer's performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the parties provided, however, that any such extension or permissive curing of any particular default shall not operate to release any of the Developer's obligations nor

constitute a waiver of the Agency’s rights with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement.

Section 4.4 Remedies Cumulative/Non-Waiver. The rights and remedies of the Parties to 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, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party, except as otherwise provided in Section 4.1~~Section 5.1~~. No waiver made by any Party with respect to 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 or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

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#### ARTICLE V: MISCELLANEOUS PROVISIONS

Section 4.5 Government Records Access and Management Act. This Agreement and all documents referenced in this Agreement or made a part of hereof, including without limitation, all documents, evaluations or assessments provided by the Developer and/or relied upon by the Agency in entering into or performing this Agreement, shall be subject to the provisions of the Utah Government Records Access and Management Act (“GRAMA”).

#### Section 4.6 Party Representatives.

(a) The Agency hereby appoints \_\_\_\_\_ as the Agency representative to assist in the administrative management of this Agreement and to coordinate performance of obligations by the Developer and the Agency under this Agreement.

(b) The Developer hereby appoints \_\_\_\_\_ to act as its representative in connection with its performance of this Agreement unless and until another representative is designated by written notice to the Agency. Said designated representative shall

have the responsibility of working with the Agency to coordinate the performance of the Developer and obligations under this Agreement.

Section 4.7 Standard of Performance/Professionalism. The Developer acknowledges the standard of performance and professionalism required in the performance of its obligations under this Agreement. The Developer agrees to perform its obligations under this Agreement with the level of respect and deference to the community and its financial contribution. The Developer further agrees that it will not accept any fee or financial remuneration from any person or entity other than the Agency for its performance under this Agreement.

Section 4.8 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. Sections 63-30d-101, et. seq. (the "Act"). The Developer further acknowledges and agrees that nothing contained in this Agreement shall be construed in any way, to modify (whether to increase or decrease), the limits of liability set forth in that Act or the basis for liability as established in the Act.

Section 4.9 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 personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, the construction, development, operation or use of the Subject Property, breach of this Agreement on the part of the Developer, or the negligent acts or omissions by the Developer or their agents, representatives, officers, employees or subcontractors in the performance of this Agreement; provided, there is excluded from this Paragraph, and the Developer shall not be obligated to indemnify, hold harmless or defend the Agency against any losses, damages, injuries, liabilities, and claims arising from the negligence or willful misconduct of the Agency, or its officers, agents and employees.

Section 4.10 No Agency. No agent, employee or servant of the Developer or the Agency is or shall be deemed to be an employee, agent or servant of the other Party. None of the benefits provided by any Party or by the Developer to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, contractors or servants of the other Party

or the Developer. The Parties shall each be solely and entirely responsible for their respective acts and for the acts of their respective agents, employees, contractors and servants throughout the term of this Agreement. The Parties shall each make all commercially reasonable efforts to inform all persons and entities with whom they are involved in connection with this Agreement to be aware that the Developer is an independent contractor.

Section 4.11 Ethical Standards. The Developer represents that they have not: (a) 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 a officer or employee of the Agency, or relative or business entity of a former officer or employee of the Agency; (b) 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; (c) breached any of the ethical standards set forth in State statute; or (d) 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 State statute or the City ordinances.

Section 4.12 No Officer or Employee Interest. It is understood and agreed that 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 of such persons' 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, or decision regarding the Developer.

Section 4.13 Public Funds and Public Monies.

(a) For purposes hereof, "Public Funds" and "Public Monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar

instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. At this time, the Developer does not anticipate providing public programs or services. Nevertheless, The Developer understands, acknowledges and agrees that said funds shall maintain the nature of Public Funds while in the Developer's possession.

(b) Notwithstanding any term or provision of this Agreement to the contrary, the Developer, as a potential recipient of Public Funds and Public Monies pursuant to this Agreement and the other agreements related hereto, expressly understands that it and its officers, managers, members and employees are obligated to receive, keep safe, transfer, disburse and use these Public Funds and Public Monies solely as authorized by law and this Agreement. The Developer understands that its officers, managers, members and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of Public Funds or Public Monies. The Developer expressly understands that the Agency shall monitor any expenditure by the Developer of Public Funds contemplated by this Agreement and shall impose and enforce any and all such requirements in connection therewith as may be required by applicable law. The Developer further expressly understands that the Agency may withhold Public Funds or require repayment of Public Funds from the Developer for contract noncompliance, failure to comply with directives regarding the use of Public Funds, or for misuse of Public Funds or Public Monies.

Section 4.14 Compliance with Laws. Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by any Party of applicable law shall constitute an event of default under this Agreement and such defaulting Party shall be liable for and indemnify, hold harmless and defend the other Party from and against any and all liability arising out of or connected with the violation. The Developer is solely responsible, at its expense and cost, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement. For purposes of this Agreement, the term "applicable

law” or any similar term shall not include an ordinance, resolution, regulation, rule or procedure adopted or enacted by the Agency after the satisfaction of the conditions set forth in Article III, above, which would prevent the Agency’s performance of its obligations under this Agreement.

Section 4.15 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 4.16 Labor Regulations and Requirements. The Developer agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. The Developer shall indemnify and hold the Agency harmless from and against any and all claims for liability arising out of any violation of this Paragraph or the laws referenced by the Developer, its agents or employees.

Section 4.17 Assignment. The Developer shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of the Agency, which shall not be unreasonably withheld, conditioned or delayed. In addition, if the assignment or transfer of the rights under this Agreement is to a person or entity which acquires substantially all of the assets of the Developer, the burden of proof shall be on the Agency to establish that its disapproval is reasonable. If the Agency withholds such approval, it shall specify in reasonable written detail the basis for the disapproval. The Agency reserves the right to assert any claim or defense it may have against the Developer and against any assignee or successor-in-interest of the Developer. Notwithstanding the foregoing, the surviving entity in any merger, consolidation or reorganization in which the Developer is a participant shall constitute a permitted assignment (“Permitted Assignment”) and shall not require prior approval of the Agency. The Developer shall provide written notice of a Permitted Assignment promptly after the same occurs.

Section 4.18 Notices. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal or hand delivery, by confirmed facsimile transmission, by email, upon the next business day immediately following the day sent if sent by overnight express carrier, 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 (or to such other address or addresses as shall be specified in any notice given):

AGENCY:                      Redevelopment Agency of Syracuse City  
                                    1979 West 1900 South  
                                    Syracuse, Utah 84075  
                                    Attention: \_\_\_\_\_  
                                    Fax: (801) \_\_\_\_\_

DEVELOPER:                 Syracuse Family Fun Center, LLC.  
                                    \_\_\_\_\_  
                                    \_\_\_\_\_  
                                    Attention: \_\_\_\_\_  
                                    Fax:

with a simultaneous copy to: \_\_\_\_\_  
                                    [Attorney for Developer]

Section 4.19 Time. The Parties agree that time is of the essence in the performance of this Agreement and each and every term and provision hereof.

Section 4.20 Entire Agreement. The Agency and the Developer acknowledge and agree that this Agreement, and each of the other agreements referred to in this Agreement, constitutes the entire integrated understanding between the Agency and the Developer, 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, except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

Section 4.21 Governing Law. It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the Ordinances of the City, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

Section 4.22 Estoppel Certificate. Within ten (10) business days after written request of Developer or its lender Agency shall provide an estoppel certificate to Developer, a prospective purchaser or an existing prospective lender certifying that this Agreement is in full force and effect, that no defaults exist (or specifying any defaults which do exist) and providing such other factual information pertaining to this Agreement as Developer, such lender or a prospective purchaser of part or all of the Project may reasonably request. The Developer shall pay any actual, out-of-pocket reasonable attorney's fees incurred by the Agency in connection with the foregoing.

Section 4.23 Miscellaneous. In addition to the foregoing, the parties to this Agreement agree as follows:

(a) No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the party making the waiver.

(b) The recitals and the exhibits attached to this Agreement shall be and hereby are incorporated in and an integral part of this Agreement by this reference.

(c) This Agreement shall be binding upon, and shall inure to the benefit of the parties to it and their respective successors and assigns.

(d) In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable

from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

(e) The Parties agree to use reasonable diligence to fulfill their respective obligations under this Agreement at all times that this Agreement is in effect.

(f) Nothing in this Agreement is or shall be intended to provide or convey any actionable right or benefit to or upon any person or persons other than the Developer and the Agency. Except as otherwise specifically provided in this Agreement, each party shall bear its own costs and expenses (including legal and consulting fees) in connection with this Agreement and the negotiation of all agreements, including without limitation the Agreement, and preparation of documents contemplated by this Agreement.

(g) All obligations of the Parties set forth in this Agreement which are contemplated to be performed or satisfied after the Closing in accordance herewith shall survive the Closing and the delivery of any instrument of conveyance made in connection therewith.

(h) Except as otherwise provided in this Agreement, whenever a period of time is in this 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:

(i) The act or event prevents a Party, in whole or in part, from:

(A) performing its obligations under this Agreement or another specified agreement; or

(B) satisfying any conditions to the obligations under this Agreement.

(ii) The act or event is beyond the reasonable control of and not primarily the fault of a Party.

(iii) A Party has been unable to avoid or overcome the act or event by the exercise of commercially reasonable due diligence.

(iv) In furtherance of such 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, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist acts, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, or strike, work-to-rule action, go-slow or similar labor difficulty, and such failure, standing alone, prevents Developer from fulfilling one or more of its obligations under this Agreement. The foregoing list of Force Majeure Events is not exhaustive, and the principle of ejusdem generis is not to be applied in determining whether a particular act or event qualifies as a Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event shall not mean or 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement 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 \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he 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 \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_,  
who being by me duly sworn did say that he is the \_\_\_\_\_ of the  
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



# SYRACUSE CITY

## Syracuse City Council Special Meeting Agenda

**March 26, 2013 – immediately following the Work Session Meeting,  
which begins at 6:00 p.m.**

City Council Conference Room

Municipal Building, 1979 W. 1900 S.

1. Meeting called to order  
Adopt agenda
2. Approval of Minutes:
  - a. Work Session of March 12, 2013
  - b. Regular Meeting of March 12, 2013
  - c. Work Session of August 14, 2012
  - d. Work Session of August 21, 2012
  - e. Work Session of August 28, 2012
3. Consideration of Annual Animal Control Interlocal Agreement with Davis County.
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 22nd day of March, 2013 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 March 22, 2013.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER

**Members of the public who desire to offer a thought or invocation at Syracuse City Council Meetings shall contact the City Administrator at least two (2) weeks in advance of the meeting. Request will be honored on a first come, first serve basis. In the event there are no requests to offer a comment or prayer, the Mayor may seek opening comment or prayer from those members of the public attending the meeting or from City Staff or City Council.



COUNCIL AGENDA

March 26, 2013

Agenda Item #2

Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meetings:
 - a. Work Session of March 12, 2013
 - b. Regular Meeting of March 12, 2013
 - c. Work Session of August 14, 2012
 - d. Work Session of August 21, 2012
 - e. Work Session of August 28, 2012

- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

Minutes of the Syracuse City Council Work Session Meeting, March 12, 2013.

Minutes of the Work Session meeting of the Syracuse City Council held on March 12, 2013, at 6:00 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson
Larry D. Shingleton

Mayor Jamie Nagle
City Manager Robert Rice
City Recorder Cassie Z. Brown

City Employees Present:

City Attorney Will Carlson
Community Development Director Michael Eggett
Fire Chief Eric Froerer
Police Chief Garret Atkin
Finance Director Steve Marshall
Public Works Director Robert Whiteley
City Planner Sherrie Christensen

Visitors Present:

Katelin Hayman	Meagan Child	Jacob Jones
Kelsea Snyder	Daniel Lowman	Jacob Bergman
Cheyenne Gooch	Sandy Tinti	Parley Bone
Emily Filkilin	Savannah Rodriguez	Alexis Mora
Jesse Lee	Travis Hammon	Jordan Porter
Quade Smith	Tyson Steed	Daryn Steed
Landon Greenhalgh	Tanner Geddes	Carlos Vasquez
Thomas Payne	Katie Bush	Madisen Pupen
Joe Levi	Ray Zaugg	Pat Zaugg
Braxton Schenk	Melissa Retallick	Bailee Flint
Madison Zaring	Sierrah Staker	Brock Brewer
Nick Bybee	Jonny Sousa	Lindsay Kendrick
Paul Melling	Marc Guimond	Kyle Matthews
Tyler Ralpus	Breck Anderson	Takenna Hamblin
Maddi Bitton	Hannah Goble	Courtney Starks
Will Starks	Kiva Mo'o	Kalli Damschen
Terry Palmer	Braden Beazer	Peter Corroon
Amber Gates	Nika Dayton	Ky Lee Porto
Tiffany Taggart	Sam Segura	Austin Brown
Daniel Pehrson	Austin Flynn	Weston Flynn
Parker Greenhalgh	Tracy Goble	Ryan Johnson
Katie Lee	Baylee Mckell	Kyla Johnson
Kayla McMurray	Nicole Gill	Jordan Cobabe
Dakota Dawnell	Andrew Hanney	Brandon Haddick
Mike Thayne	Bryan Perkins	Travis Mickey
Taylor Martinez	Brittany Carrillo	Marcus Martinez
Zane Rich	Dillon Spencer	McKenna Jensen
Sierra Larson		

1 The purpose of the Work Session was for the Governing Body to review the agenda for the business meeting
2 scheduled for 7:00 p.m.; hear a request to be on the agenda from Ed Gertge re: a Fun Center project status update; review
3 agenda items five, six, seven, eight, and nine; and discuss Council business.

4
5 [12:23:55 PM](#)

6 **Agenda review**

7 Councilmember Peterson stated he is wondering about the ordinance to adopt Title Eight being added to the business
8 meeting agenda. He stated he is a little uncomfortable that at the last meeting the issue was not even slated to be discussed,
9 but was added to the agenda for a first reading, which he is comfortable with, but now it has been added to the agenda for a
10 vote. He stated he has more than 10 minutes worth of question and discussion himself and that is all that is all the time
11 allotted for the item on the work session. Councilmember Lisonbee stated the Council has the benefit of discussing the item
12 in the business meeting as well. Councilmember Peterson stated that is fine, but that is unusual and not how it has been done
13 in the past. Councilmember Johnson stated the reason he asked for the item to be added to the agenda is that he reviewed the
14 Title and the actual changes are all the Council is focusing on and there are not a lot of changes. He stated he thinks having
15 an introduction and talking about it in the work session and then having continued discussion in the business meeting allows
16 the Council to have enough dialogue and discussion to come to a vote. Councilmember Peterson stated he hopes that is the
17 case. He stated he does not like tabling things, but it is unusual for the Council to look at a codification in one night.
18 Councilmember Shingleton pointed out the Council considered changes to Title Eight in June of 2012 as well.
19 Councilmember Johnson agreed and stated this is the second round. Councilmember Peterson stated that the changes
20 considered in 2012 were different. Councilmember Lisonbee stated the changes in the proposed ordinance are really small.
21 Councilmember Peterson stated there are a couple of controversial changes. Councilmember Duncan stated part of the
22 problem is that it has been waiting for months to come to the Council and it needs to be moved along. Councilmember
23 Peterson stated that is fine, but 10 minutes in the work session will not be sufficient.

24
25 [12:26:01 PM](#)

26 **Request to be on the agenda – Ed Gertge: Fun Center project status update**

1 No staff documentation was provided for this item.

2 [12:26:19 PM](#)

3 Mr. Gertge approached the Council and stated financing his project has been quite an education process. He stated
4 he has come before the RDA Board and the Council to get approval for funding assistance for the project and that has been
5 helpful, but he is having a difficult time getting funding for the rest of the project. He stated 18 different banks have tried to
6 explain to him why he is having trouble getting financing, but it does not make sense to him. He stated that he owns the Fun
7 Center and the ground on which the expansion would be built free and clear, which is \$12.9 million worth in property. He
8 stated the loan amount has been lowered to \$5 million from \$6.5 million. He stated he has purchased about \$500,000 of
9 equipment that is waiting to go into the Fun Center, such as the go carts and new bowling lanes. He stated that when he was
10 unable to secure a \$6.5 million loan, it was reduced to \$6 million and then to \$5 million. He stated he has gone to all of his
11 suppliers to see if they could cut their costs any further to assist him through the process. He stated that if he gets an SBA
12 loan, the payment on \$5 million is approximately \$32,000 per month. He stated that the SBA takes the risk for the first half
13 of the loan; the bank is only taking the risk on \$2.5 million and they are in the first position to be made whole. He stated they
14 have \$13 million worth of collateral for a \$2.5 million loan. He added on top of that he can use the commitment from the
15 City and almost nothing is left. He stated that the banks are still saying they are not in the aquatic center business and they
16 have recommended that he come back to the City and ask the City to bond, etc. He stated he has good credit and everything
17 going for him, but he cannot secure the loan. He then stated that he starting the process to do another subdivision amendment
18 and the reason he has started that process is because there is one bank that has refused to loan for the aquatic center, but they
19 will loan for the expansion of the Fun Center. He stated it is necessary to change the boundaries of the subdivision so the
20 aquatic center will sit on one lot and the Fun Center will sit on another. He added another way he has been looking at trying
21 to save additional funds is to come to the City and ask for assistance with the impact fees required for the project. He stated
22 the impact fees are quite substantial at \$150,000 and he has talked to staff about having those fees waived. He stated he was
23 told that City ordinances prohibit staff forgiving impact fees or delay payment of the fees. He stated the only other idea he
24 could come up with is to ask for more money from the City up front and a good portion of that up-front money would be used
25 to pay impact fees and the building permit fees. He stated he wanted to give the Council a report and let them know that he
26 has not been sitting idly by; he has been working with several different banks and cannot secure funding for the aquatic
27 center. He stated he is here tonight to ask if there is any additional help the City can offer. He stated the problem is two-fold:

1 the other businesses around the Fun Center, such as Arby's, Ice Berg, and Bajio, are all struggling tremendously because they
2 are not getting support from the citizens to maintain their businesses. He stated that has put him in a bad light with his bank
3 because he is not able to make the full payments on those facilities; there are outstanding loans on them, unlike the Fun
4 Center. He stated he does think he may have those issues worked out through refinancing options and that would help him
5 somewhat. He stated, however, that even if he gets two loans to proceed with the project, the \$5 million amount stretches
6 him so thin that he could use additional assistance from the City via up-front funding. Councilmember Shingleton asked Mr.
7 Gertge if he is putting additional bowling lanes in the Fun Center or if he is replacing existing lanes. Mr. Gertge explained he
8 is adding new lanes; he often hosts various competitions, which prevents him from having any open lanes for the public. He
9 stated 16 new lanes will accommodate the public during those tournaments, etc.

10 [12:34:37 PM](#)

11 Council discussion regarding the item commenced.

12 [12:49:30 PM](#)

13 The Council recommended that Mr. Gertge work with City Manager Rice, Finance Director Marshall, and City
14 Attorney Carlson to come up with a proposal to bring back to the Council at the next meeting for consideration. Mr. Gertge
15 stated he will be willing to work through that process with staff.

16
17 [12:50:51 PM](#)

18 **Discuss business meeting agenda item five –**

19 **Authorize Administration to dispose of surplus equipment.**

20 A staff memo explained Fire Chief Eric Froerer, Police Chief Garret Atkin, Public Works Director Robert Whiteley,
21 Parks & Recreation Director Kresta Robinson, and IT Director TJ Peace have each compiled and attached a list of items that
22 the City would like to dispose of. Staff will be present to review the list of items with the Governing Body as well as answer
23 any question regarding this action.

24
25 ***Fire Dept. Surplus Equipment***

26 **Ahura Chemical Analyzer Kit**

1 Syracuse Fire Dept acquired a Chemical Detection Kit in 2008 through a DHS FEMA grant. We have used it very
 2 infrequently to identify substances (tablets mostly) for the police dept. This kit is currently non-functional due to \$3000 in
 3 needed software upgrades. The Davis County Health Dept has expressed willingness to provide the needed upgrades and
 4 \$1400 annual maintenance to keep it operational, and keep it in the inventory of the Davis County Regional HazMat
 5 Response Team. The kit would remain available to any agency upon request. We propose this equipment be surplus and
 6 donated to the Davis County Health Dept.

7
 8 ***IT Dept. Surplus Equipment***

- 9 • 4 17” CRT Monitors – They no longer function
- 10 • 7 Ink Jet Printers – These are old and no longer function
- 11 • 3 Portable Ink Jet Printers – These are from Police vehicles and no longer function
- 12 • Misc. Cords

13
 14 ***Public Works/Parks & Recreation Surplus Equipment***

- 15 • Motorola MTS 2000 handheld radio (Qty 6)
- 16 • Motorola charger base for six handheld radios (Qty 1)
- 17 • Electric Typewriter Coronamatic 2200 (Qty 1)
- 18 • Office Phone TIE (Qty 2)
- 19 • Miniature Christmas Lights (Qty 260 lb)
- 20 • Lighted Christmas garland (Approx 50 feet)
- 21 • Plastic lighted 30” tall Christmas bells (Qty 5)

22
 23 ***Police Dept. Surplus Equipment***

Description	Make	Model	S/N	Quantity
Red cloth rolling chairs				6 (2 are broke)
Black rolling chairs				3 (all are broke or ripped)
Small wood/black top cabinet				1

Brown metal form holder				1
Fax machine	Brother			1
Parts of an L frame desk				1
7 large round tables				7 (all damaged)
1 metal chair				1
Wood book shelf				1
Flag pole				2
Flag pole stand				1
Flag				2
Motor Trend mini jump start				12 (8 new 4 used)
CD player w/case	Eddie Bauer			1 (damaged)
Scale	Ottaus	cent-o-gram		1
MTS 2000	Motorola		466ABS2000Z	1
MTS2000	Motorola		466ABS4475Z	1
MTS2000	Motorola		466ABS4162Z	1
MTS2000	Motorola		466ABS4248Z	1
MTS2000 battery	Motorola			4
Radio scan stands w/mic	Motorola			2
Trunk cargo kit for old Crown Vic				1
Mobile Vision Units				2
Typewriter	Olympia	Mastertype 3		1
Cages				4
Push bars				3
Vector light bars				2
Halogen light bar	MX7000 Federal Signal			1
LED light bar				1
Console (computer stands, etc.,)				several
Old copier	Sharp	ARM350N		1

1 [12:51:02 PM](#)

2 City Manager Rice introduced the item.

3 [12:51:36 PM](#)

4 Council discussion regarding the item convened.

5

6 [12:52:00 PM](#)

7 **Discuss business meeting agenda item six –**

1 **proposed annexation ordinance**

2 A staff memo from the City Recorder explained On January 2, 2013 Michael J. Thayne (Irben Development) filed a
3 petition to annex into Syracuse City 26.99 acres of property located at approximately 3700 South 2000 West. The City
4 Engineer reviewed the annexation petition and his comments have been addressed by the petitioner. On January 8, 2013 the
5 Council voted to accept the annexation petition and I immediately began the certification process pursuant to the provisions
6 of Title 10-2-403 of the Utah Code Annotated. On February 6, 2013 I sent the Council a memo declaring the certification of
7 petition 2013-01. In that memo I explained that a notice of certification would be published in the Standard-Examiner for
8 three consecutive weeks; the notice was meant to outline the annexation protest process. The same notice was also sent to all
9 affected entities. The protest period expired March 10, 2013 and no valid protests were filed. It is now appropriate to move
10 to the next step in the process, which is to hold a public hearing to consider adopting an ordinance approving the annexation
11 petition. A draft ordinance has been prepared for your consideration and all relevant materials have been attached hereto.

12 [12:52:11 PM](#)

13 City Recorder Brown summarized her staff memo.

14 [12:53:20 PM](#)

15 Council discussion regarding the item commenced.

16

17 [12:54:13 PM](#)

18 **Discuss business meeting agenda item seven –**

19 **Recommendation for award of contract for 1000**

20 **West Street Culinary Waterline Project.**

21 A memo from the Public Works Director explained this culinary waterline project is one that was identified on our
22 list presented to city council as a high priority due to the age and restrictions the existing 6” lines place on the system. This
23 project will involve the installation of a 12” culinary main on 1000 West & 1290 South, 8” culinary main on 1025 West and
24 full width pavement replacement on 1290 South & 1025 West. The construction will begin as soon as contract documents
25 are in place and will be completed in Spring/Summer 2013. The cost for this project came in about \$67,000 less than the
26 estimate. The bid amount for the total project is \$503,252.95 and the funding breakdown is as follows:

- 1 • Culinary Water Impact Fee: \$298,504.39
- 2 • Culinary Water Capital Budget: \$150,154.23
- 3 • Class C: \$54,594.33

4 Staff recommends that the bid be awarded to Kapp Companies.

5 [12:54:17 PM](#)

6 Mr. Whiteley reviewed his staff memo.

7 [12:56:24 PM](#)

8 Council discussion of the item convened.

9

10 [12:59:17 PM](#)

11 **Discuss business meeting agenda item eight –**

12 **Proposed ordinance amending Title 8, the Subdivision Ordinance**

13 A memo from the Community Development Department explained the Planning Commission has been working on
14 proposed amendments during their Work Session meetings for approximately three months. The proposed changes reflect
15 suggested improvements to the subdivision process and refinements/clarifications of regulations and various issues the
16 Planning Commission has encountered in processing subdivision proposals. In making determination on Code amendments
17 the Planning Commission should review the City Municipal Code, Section 10-4-070(E)(1), which states the following:

18 (E) Approval Standards. A decision to amend the text of this Title or the zoning map is a matter of legislative
19 discretion by City Council and not controlled by any one standard. However, in making an amendment, the City
20 Council should consider:

21 (Ord. 10-02)

- 22 1. Whether it would be is consistent with goals, objectives and policies of the
- 23 City's General Plan; (Ord. 10-02)

24

25 The changes recommended by the Planning Commission include:

- 26 1. Re-organization of the number formatting to match other Titles in the Municipal Code.

- 1 2. Addition of a severability clause in each chapter.
- 2 3. Addition of a definition for Street, Private
- 3 4. Change in language from Developer to Subdivider to be consistent throughout document.
- 4 5. Change warranty period from two to one year, in accordance with State Statute.
- 5 6. Additional requirement for street light placement on a 45° or greater road bend within a cul-de-sac.
- 6 7. Irrigation Water Exemption for man-made ponds or lakes over 1 acre in surface area size, as the area will not be
- 7 irrigated by secondary water.
- 8 8. Cul-de-sac length amendments specifying conditions under which an exception to the maximum length of 500
- 9 feet may be granted.

10 *This particular amendment, as currently recommended by the Planning Commission may significantly affect the*
11 *ability to approve a development such as Still Water Lakes Subdivision as it is currently proposed and would*
12 *limit the cul-de-sac length of the Still Water Lakes Subdivision to a maximum of 500 feet due to a lack of*
13 *existing physical barriers to development or existing barriers from a previous development. The City has*
14 *received a letter from local developers who are concerned with this proposed change. Please see attached*
15 *letter. This amendment will affect the way developments are processed and will hinder flexibility in street length*
16 *and subdivision design.*

- 17 9. Addition of where Private Streets will be allowed and the standards by which they are to be constructed.
- 18 10. Clarifying public hearing deadlines to be 10 days in accordance with other sections of City code.
- 19 11. Removal of requirement for staff to give subdivider a signed copy of preliminary plat approval, and clarifying
- 20 that Planning Commission approval of Preliminary Plat authorizes the developer to proceed to final plat.
- 21 12. Clarifying that all requirements of sketch and preliminary must be met prior to consideration of final plat by the
- 22 Planning Commission.

23 *Significant discussion within the Planning Commission took place on this amendment as to whether it may*
24 *impede development approvals and reduce flexibility of the Planning Commission and staff when development*
25 *flexibility may be desirable and/or warranted by the City. Additionally, this standard may create for developers*
26 *timeline constraints, budgeting constraints and other unforeseen consequences associated with the process*
27 *proposed by the suggested amendments in this section.*

1 13. Clarifying the required signature blocks for subdivision plats including, Land Use Authority (PC or City
2 Council as applicable), City Attorney, and Public Utility companies.

3 14. Clarification that the Planning Commission is the body that holds the public hearing for subdivision approval
4 and not the City Council.

5 *Currently there is vague language in chapter 8*

6 On December 4, 2012, the Syracuse City Planning Commission held a public hearing and at a public meeting on
7 December 18, 2012 unanimously recommended that the Syracuse City Council approve the following amendments to the
8 Syracuse City Municipal Code, Title VIII as attached. Commissioner TJ Jensen expressed a dissenting opinion on one
9 amendment, please see Commissioner Jensen. The Planning Commission held a public hearing on January 15, 2013 on the
10 proposed irrigation water exemption and recommended the change unanimously.

11 City staff is hereby forwarding the Syracuse City Planning Commission recommendation that the City Council adopt
12 Ordinance 13-02 and approve the proposed amendments to Title 8 of the Syracuse City Municipal Code as herein presented.

13 [12:59:59 PM](#)

14 Ms. Christensen reviewed her staff memo.

15 [1:03:48 PM](#)

16 Council discussion commenced; time expired before discussion was concluded and the Council determined it would
17 be appropriate to continue discussion during the business meeting.

18

19 **Discuss business meeting agenda item nine –**

20 **Proposed resolution supporting the 2nd amendment of the Constitution of the United**

21 **States.**

22 This item was added to the agenda at the request of Councilmembers Johnson and Lisonbee.

23 There was not sufficient time during the meeting for discussion of this item.

24

25

26 The meeting adjourned at [1:25:01 PM](#).

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2
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Jamie Nagle
Mayor
Date approved: _____

Cassie Z. Brown, CMC
City Recorder

Minutes of the Syracuse City Council Regular Meeting, March 12, 2013.

Minutes of the Special meeting of the Syracuse City Council held on March 12, 2013, at [7:11:45 PM](#) p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson
Larry D. Shingleton

Mayor Jamie Nagle
City Manager Robert Rice
City Recorder Cassie Z. Brown

City Employees Present:

City Attorney Will Carlson
Finance Director Steve Marshall
Community Development Director Michael Eggett
Parks and Recreation Director Kresta Robinson
Public Works Director Robert Whiteley
Fire Chief Eric Froerer
Police Chief Garret Atkin
City Planner Sherrie Christensen

Visitors Present:

Alec B.	Fred Ballingham	Lindsay Kendrick
Paul Melling	Ben Bolingbroke	Jacob Jones
Kenzie Long	Tanner Parry	Trevin Craig
Brook Schuler	Stormy Lyons	Lexi Mora
Cheyenne Gooch	Tyler Ralphs	Carolyn Starr
Parley Banz	Marc Gaimond	Jacob Bergman
Rachael Fresh	Jesse Cook	Adam Dixon
Tyler Westbrook	Travis Jackson	Terry Palmer
Ray Zaugg	Pat Zaugg	Quinn Peterson
Kyle Showman	Paula Anderson	Jason Aussem
Tyler Harrison	Trevor Dickson	Garrett Ostler
Everrett Ostler	Brandon Jackson	Sandy Tinti
Jordan Porter	Travis Hammon	Kenneth Hellewell
Gary Pratt		

1. Meeting Called to Order/Adopt Agenda

[7:12:06 PM](#)

Mayor Nagle called the meeting to order at 7:00 p.m. as a regularly scheduled meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. She asked all visitors present if any wished to provide an invocation or thought; Councilmember Lisonbee provided an invocation. Boy Scout Trevin Craig, representing Troop Number 456, then led all present in the Pledge of Allegiance.

[7:14:28 PM](#)

1 COUNCILMEMBER DUNCAN MADE A MOTION TO ADOPT THE AGENDA. COUNCILMEMBER
2 LISONBEE SECONDED THE MOTION; ALL VOTED IN FAVOR.

3

4 [7:14:39 PM](#)

5 2. Presentation of the Syracuse City and Wendy's "Award for Excellence"
6 to Ben Bollingbroke and Alexis Daniels.

7 The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community
8 service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic
9 Development, in conjunction with Jeff Gibson, present the recipients for the "Syracuse City & Wendy's Award for
10 Excellence". This monthly award recognizes the outstanding performance of a male and female who excel in athletics,
11 academics, arts, and/or community service. The monthly award recipients will each receive a certificate and be recognized at
12 a City Council meeting; have their photograph placed at City Hall and the Community Center; be written about in the City
13 Newsletter, City's Facebook and Twitter Feed, and City's website; be featured on the Wendy's product television; and
14 receive a \$10 gift certificate to Wendy's.

15 Mayor Nagle stated the two students are from North Legacy Junior High and Councilmember Peterson teaches at
16 that school and he has asked for the opportunity to present the two students with their award.

17 Councilmember Peterson asked both students to join them at the front of the room to be recognized as he read the
18 nomination statement about them. He first read the word for word statement about Ben Bollingbroke as follows:

19 "Ben is an outstanding and remarkable individual. He is one of the most diligent, dedicated and hardworking
20 students and athletes we have ever had the pleasure of working with. As a Wrestler he was a District Placer in 7th
21 grade and as a 9th grader he wrestled for Clearfield High School and placed 2nd in region. Ben is not only a great
22 athlete, but also a very successful student. He currently has a perfect 4.0 cumulative GPA. Ben always strives to do
23 his best in all his endeavors. He works very hard and his successes are a direct result of his efforts. He is always
24 positive and seeks to bring out the best in every situation. Ben's peers and classmates look up to him not only as an
25 example of a good student, but as someone who exemplifies good values, citizenship and remarkable character. In
26 the classroom and in athletics, Ben portrays the best qualities that a young person should have. He has a great sense
27 of dedication and responsibility, a willingness to assist others, and to always have the courage to stand up and do

1 what is right. This attitude of success in the face of adversity is in much demand in our world today and exemplifies
2 his inner strengths.” –Bruce Illum and Doug Peterson, Legacy Jr. High

3
4 Councilmember Peterson then read the word for word the statement written about Alexis Daniels as follows:

5 “Alexis is an excellent student, helpful to her fellow students, kind to everybody at all times, and is both inquisitive
6 and brilliant! She carries a 4.0 GPA. Alexis is a Syracuse resident who makes a difference in her community. She is
7 destined to do great things and is a great asset to our community. On Valentine’s Day, students were purchasing
8 roses for each other, giving out valentines, and asking each other “out.” Infatuation and social awkwardness was in
9 the air. Now it is not unusual for students’ emotions to run high on this day, particularly when love interests are
10 revealed. These students tend to get their hopes up and when those hopes are not met, they are disappointed and
11 have a hard time coping. I saw one of these types of students in the corner of the commons area, crying. She was
12 obviously disappointed or hurt emotionally for whatever reason. She is a special needs girl and has some challenges.
13 I was absolutely not surprised to see that Lexi was tenderly comforting her by giving her an embracing hug and then
14 handed the girl one of her roses. This made the girl very happy and she was smiling before I finished walking past.
15 This act did not surprise me, because of Lexi’s caring attitude. It is interesting and fitting that she had just been
16 voted by the student body as “biggest heart,” which she earned without self promotion or fanfare. Lexi has probably
17 already forgotten that she did this. She probably did not see me watching the incident as I walked past to get my
18 lunch. It is simply who she is, and what she stands for. She stands as an example that the rest of us can learn from.”
19 –Carve Wilson, Jason Vilos, and Doug Peterson, Legacy Jr. High

20 All members of the City Council then shook the hands of both of the students as they received a round of applause
21 from all those in attendance.

22 Mayor Nagle stated this is the best part of the meeting; it is amazing that Councilmember/Coach Peterson wears a
23 lot of hats in the community and it shows in the way “our” kids turn out and the support the community gives him. She feels
24 so fortunate to have him in the City and she again congratulated Mr. Bolingbroke and Ms. Daniels.

25
26 [7:20:44 PM](#)

27 3. Approval of Minutes.

1 The minutes of the following meetings were reviewed: regular meeting of June 12, 2012; work session and special
2 meeting of June 26, 2012; work session of July 10, 2012; and work session and special meeting of February 26, 2013.

3 [7:20:47 PM](#)

4 COUNCILMEMBER LISONBEE MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR
5 MEETING OF JUNE 12, 2012; WORK SESSION AND SPECIAL MEETING OF JUNE 26, 2012; WORK SESSION OF
6 JULY 10, 2012; AND WORK SESSION AND SPECIAL MEETING OF FEBRUARY 26, 2013 AS PRESENTED.
7 COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

8

9 [7:21:02 PM](#)

10 4. Public comments

11 [7:21:10 PM](#)

12 TJ Jensen stated he wanted to make an observation; he has attended many meetings over the years and it is rare that
13 he is not in attendance at the City Council meetings. He stated he had a quick thought for the Council. He stated that the
14 newspaper obviously likes to make a big deal of how the Council likes to debate over decisions; it can get somewhat heated
15 and he wanted to make the observation that it is not the end of the world to table an item until the next meeting. He stated
16 there are some issues that need to be dealt with immediately, but sometimes there is “no harm, no foul” and as a citizen he
17 would rather see the Council taking the extra time to make sure an issue is thoroughly debated and comes to a good
18 conclusion. He stated the newspapers may read what they want into that, but he would rather hash out their decisions
19 thoroughly rather than trying to push them through. He stated that recently two Councilmembers felt like they were not able
20 to give their advice and consent on an issue. He stated that he and the Mayor had a short discussion about that issue and he
21 wanted to put it out to staff and the Mayor that advice and consent is just that. He stated a Councilmember needs to feel like
22 they can, in good conscience, give advice and consent and it really is the Mayor and staff’s job to demonstrate that the
23 candidate they have put forth is the best choice and not the other way around. He stated that if the Council does not give their
24 advice and consent, it is not the end of the world; the appointments for the last two Planning Commissioners were able to
25 move forward, one of them with just three votes. He stated his point is that the City administration needs to remember it is
26 their job to convince the Council that they have made the right choice.

1 [7:23:30 PM](#)

2 Ed Gertge stated he wanted to stand and address the Council as a developer and make a couple of comments about
3 the ordinance changes the Council will be considering tonight. He stated that he has been the beneficiary of some good will
4 by the City and he does not want to make light of that or burn any bridges, but he would say that in this economy the City
5 needs to be very careful about restrictive ordinance. He stated that he does not want to appear to be coming down on one side
6 or the other of the ordinance change, but he has heard from other developers and contractors and there was a time not very
7 long ago that the consensus was that if someone wanted to develop, they should not go to Syracuse to do it. He stated that
8 the feeling was that things are tough out here and he does not think the City should be in the position of making it any
9 tougher. He stated he does understand the Commission, staff, and Council have the job to make things safe and right, but
10 they need to be careful. He stated in the economy that the City had a few years ago they could afford to be very restrictive
11 and still get developments, but a 500 foot cul-de-sac ordinance will be impactful. He stated that it is not always about what
12 the profit margins will be and in some cases it is about whether the development will “pencil out”. He stated that
13 developments are not about big profits like six or seven years ago; now it is about surviving and making the project work. He
14 stated he his grateful for all the City has done and what he hopes they continue to do and he would like to continue to develop
15 here. He stated he has a lot of family here invested in the community and they like Syracuse and think it has great potential.
16 He stated “we” need to get over some of the tough spots in the economy and make things work. He stated he thinks that can
17 happen if everyone works together.

18 [7:25:54 PM](#)

19 Terry Palmer stated four weeks ago he was at the City Council meeting talking about the second amendment of the
20 Constitution of the United States and he would like to continue his comments tonight. He stated he appreciates
21 Councilmember Johnson for bringing up the second amendment issue that will be discussed later tonight. He stated he would
22 like to mention that these rights do not come from government; they come from a higher power – they come from God. He
23 stated he believes it is important for the Councilmembers and Mayor to represent the citizens. He stated they have also sworn
24 to uphold the Constitution of the United States. He stated that “we” have a former Utah great, Ezra Taft Benson, and one of
25 his comments of December 1, 1952 was “I would rather be dead than lose my liberty. Have no fear we will ever lose it
26 because of invasion from the outside, but I do have fear it may slip away from us because of our own indifference. Our own
27 negligence as citizens of this land. And, so I plead with you this morning that you take an active interest in matters

1 pertaining to the future of this country.” Mr. Palmer stated that is why he is here tonight – he likes to take active action to let
2 the Council know that he supports the Constitution of the United States. He stated he would ask the Council and Mayor to
3 make a resolution tonight that has been brought forward, with the exception of one paragraph in the resolution that states
4 “Whereas, on January 16, 2013. . .”. He stated he would recommend striking that clause totally. He stated he would also ask
5 the Councilmembers to let the citizens know whether they support the Constitution and also the Bill of Rights, which
6 includes the second amendment. He stated he would like to know that tonight as they discuss the issue. He stated that if they
7 do not support the Constitution 100 percent, they should let the residents know what portion they do not accept.

8 [7:28:30 PM](#)

9 Mike Thayne stated that, like Mr. Gertge, he appreciates the working relationship he has with the City of Syracuse.
10 He stated it has been good and he does not think his comments tonight will deter from that. He stated he would like to make
11 a couple of comments relative to the Title Eight changes. He stated that first, the changes relative to not requiring irrigation
12 water for acreage that would become a lake – he would fully support that change. He stated the second change is regarding
13 the cul-de-sac length and he would recommend that the City maintain some flexibility in that area. He stated cul-de-sacs are
14 a great amenity and they create a desirable place to live. He stated he is comfortable with conditions that must be met in
15 order to exceed a certain length, but those conditions need to be reasonable. He stated he believes the conditions as included
16 in the revision would be almost impossible to meet, and, therefore they do not provide flexibility from the City. He stated
17 that the third change is relative to preliminary plat approval. He stated he is comfortable with the change depending on what
18 is meant by the sentence at the end of Section 8.05.030, which reads “all requirements of sketch and preliminary plat
19 approval shall be completed prior to the Planning Commission’s consideration of final plat.”. He stated that if that simply
20 means that the conditions noted during a sketch or preliminary approval must be resolved prior to final plat approval, that
21 makes sense and he has no concerns; but, if that means that another meeting is required with the Planning Commission prior to
22 going for final approval, that adds unnecessary time to the approval process. He stated he agrees that conditions need to be
23 met, but that could be a very quick step in the process at the final approval stage.

24 [7:30:51 PM](#)

25 Peter Carroon provided a handout to the Council. He stated he is representing the Ninigret Group. He stated he is
26 the former Salt Lake County Mayor. He stated he wanted to talk to the Council about the cul-de-sac ordinance as well. He
27 stated that, like Mr. Thayne, his goal is not to say that the City should not have any restrictions or limits, but it is about

1 retaining some flexibility on the City's part of there are developments that they would like to see go forward, but the
2 restrictions prevent that from happening. He reviewed the handout that he presented to the Council and stated that limits
3 make developments harder to build. He stated there are certain circumstances where the Council may want to make
4 exceptions to the ordinance and, as was mentioned in the prior work session meeting, cul-de-sacs are not only useful in
5 designing projects, but oftentimes homeowners or business owners like to be located in cul-de-sacs. He stated that from his
6 point of view one of the most important part of a cul-de-sac is that it limits unwanted traffic in neighborhoods. He stated that
7 the City may not want trucks going into neighborhoods. He stated that in commercial parks, like the one Ninigret is building,
8 a cul-de-sac will prevent trucks from going into residential neighborhoods. He stated that is why he thinks this issue is
9 important. He stated that flexibility for the Council and the City is important; the Council should retain as much flexibility in
10 its ordinances to decide how a development should look and how the City should look as well. He stated from Ninigret's
11 perspective, they have heard some of the concerns and they want to try to provide some options to the City as they come
12 forward with their development plans. He stated that they will consider the concerns and make changes based on those
13 concerns. He stated they think the cul-de-sac ordinance may actually reduce the options that Ninigret can provide to the City
14 to address the concerns with the development. He stated that is their issue and he appreciates the Council listening to him.
15 He then noted that he does support the Constitution and supports his ability to express his concerns to the Council.

16 [7:33:44 PM](#)

17 Joe Levi stated there is an interesting set of topics on the agenda tonight and two items seem to be contradictory to
18 one another; one is the resolution supporting the second amendment, supporting and upholding the commitment to a right
19 that is enumerated in the Bill of Rights and the other is something that will put limitations on private property and land use.
20 He stated that he wants to remind the Council and those in attendance that government does not give "us" rights, liberties, or
21 freedoms. He stated government takes them away; otherwise he would be able to have a 5,000 foot landing strip in his
22 backyard. He stated he could do that; it is his property and he should be able to do what he wants with it. He stated he
23 should have a daycare on a quarter-acre lot that has 1,000 kids. He stated he could earn a lot more money and the City would
24 get a lot more in taxes and he should be able to do that; but, "we" need to have fair and balanced limits based on community
25 standards, safety standards, and it is necessary to remove ambiguities. He stated he has heard words tonight such as
26 unlimited, flexibility, and land owner rights, but ambiguity is another word for all of those. He stated that is "we" are not
27 clear and definitive in "our" ordinance, which are limitations on "our" property rights, it is ambiguous. He stated there was

1 someone on City staff tonight that said “we” should not have any limits. He stated that he knows that was tongue in cheek,
2 he hopes. He asked if 750, 700, or 500 feet are good limits. He stated he would put the shoe on the other foot. He stated that
3 if the property owners who want to extend safety limits into cul-de-sacs and that causes an undue burden on the City to
4 remove snow or respond to fires or crimes, lets shift that and put it back on the property owner. He stated that if extending
5 the distance causes an undue burden on him, another person in the City who is also a property owner in the City, that burden
6 should be shifted back to the property owner. He stated that there will be fair and reasonable limitations and if the land
7 owner wants to exceed them, they will need to come up with a set amount per year to come up with the additional City
8 output. He stated City output is not City output; it is “our” output, “our” money, and “our” taxes that comes out of his wallet.
9 He suggested getting rid of ambiguities, supporting freedoms, and remove ambiguities from people that say that an
10 amendment does not imply in times of emergency or disaster. He stated those ambiguities should be removed and done in
11 the ordinances as well. He suggested setting standards and saying this it he standard that the City abides by and if someone
12 wants to do something beyond that, they will assume the burden.

13 [7:37:01 PM](#)

14 Gary Pratt stated it is not often he gets to stand up and do a “shout out”, but he would like to do that for Alexis, who
15 is his neighbor. She is a great neighbor and he appreciates her. He then stated that he was looking at his water bill the other
16 day and he knows the Council has discussed this issue relative to the 10,000 gallon limit. He stated just he and his wife live
17 in their home and they think they maybe only use a couple thousand gallons per month. He stated the bill is only a few
18 dollars, but he is paying for someone that is using 9,500 gallons of water. He stated he would ask the Council to reconsider
19 the issue and work on it with City Manager Rice. He stated he is not in favor of putting in new meters, but he thinks there is
20 a way of scaling the water bill differently. He stated the Councilmembers are smart people and they can maybe figure
21 something different out. He then stated that he would speak to the Council as a member of the Planning Commission relative
22 to the potential changes to Title Eight. He stated that quite a bit of effort went into amending Title Eight. He stated he does
23 not think the Commission made any major changes; they did a lot of clarifying of language to make things a little more
24 precise. He stated that most of the amendments were suggested by staff so that when a developer comes to them they have
25 more explicit reasons to accept or add to the Planning Commission agenda certain ideas and plat requirements. He stated the
26 process of approving an application really did not change; it is exactly the same and all that has been done is to clarify to the
27 applicant or developer what the expectations are from the Planning Commission. He stated that over the past year the

1 Commission was getting a lot of applicants that were asked to do certain things and they just kept passing that on from one
2 approval step to the other. He stated they felt like clarifying that process a little better would make things better for staff and
3 would give the developers a better idea of what the expectations were as far as getting things approved. He stated the one
4 language that did change was to be more specific that an application would not be put on the agenda by City staff and it
5 would not be approved if it were not complete on final approval. He stated that was just a clarification and was something
6 that was always done. He stated he has not heard anything from any of the developers that have spoken tonight that he has
7 disagreed with; developers and property owners have property rights and he thinks the Planning Commission spent a
8 sufficient amount of time going over that. He stated he thinks the idea that an ordinance probably has some parameters that
9 are reasonable and well thought out. . .they have talked to the Public Works Department, Police Department, and Fire
10 Department and developers had an opportunity to present to the Commission. He stated the Ski Lake developers have had
11 time to present as well and he thinks enough has been done on that.

12 [7:40:21 PM](#)

13 A resident, no name given, stated that she is sure a lot of her fellow Syracuse High School students would agree with
14 her that the stop light at the corner of 2000 West and 700 South could use a turning signal for left hand turns. She stated that
15 trying to get into the school at 7:20 a.m. is kind of impossible.

16 [7:40:53 PM](#)

17 Reva Laurella stated that she would like to say that, as much as she respects City Attorney Carlson, the resolution
18 about the second amendment. . .she would like to say that she and her family are in support of President Obama's ideas about
19 gun rights. She stated that she would like to say that being a secular government, our rights do not come from a higher power.
20 She stated she just wanted to remind the Council that there are other views besides Mr. Palmer's.

21
22 [7:41:39 PM](#)

23 5. Public Hearing – Authorize Administration to dispose of surplus property.

24 A staff memo explained Fire Chief Eric Froerer, Police Chief Garret Atkin, Public Works Director Robert Whiteley,
25 Parks & Recreation Director Kresta Robinson, and IT Director TJ Peace have each compiled and attached a list of items that
26 the City would like to dispose of. Staff will be present to review the list of items with the Governing Body as well as answer
27 any question regarding this action.

1 ***Fire Dept. Surplus Equipment***

2 Ahura Chemical Analyzer Kit

3 Syracuse Fire Dept acquired a Chemical Detection Kit in 2008 through a DHS FEMA grant. We have used it very
 4 infrequently to identify substances (tablets mostly) for the police dept. This kit is currently non-functional due to \$3000 in
 5 needed software upgrades. The Davis County Health Dept has expressed willingness to provide the needed upgrades and
 6 \$1400 annual maintenance to keep it operational, and keep it in the inventory of the Davis County Regional HazMat
 7 Response Team. The kit would remain available to any agency upon request. We propose this equipment be surplussed and
 8 donated to the Davis County Health Dept.

9 ***IT Dept. Surplus Equipment***

- 10 • 4 17” CRT Monitors – They no longer function
- 11 • 7 Ink Jet Printers – These are old and no longer function
- 12 • 3 Portable Ink Jet Printers – These are from Police vehicles and no longer function
- 13 • Misc. Cords

14 ***Public Works/Parks & Recreation Surplus Equipment***

- 15 • Motorola MTS 2000 handheld radio (Qty 6)
- 16 • Motorola charger base for six handheld radios (Qty 1)
- 17 • Electric Typewriter Coronamatic 2200 (Qty 1)
- 18 • Office Phone TIE (Qty 2)
- 19 • Miniature Christmas Lights (Qty 260 lb)
- 20 • Lighted Christmas garland (Approx 50 feet)
- 21 • Plastic lighted 30” tall Christmas bells (Qty 5)

22 ***Police Dept. Surplus Equipment***

Description	Make	Model	S/N	Quantity
Red cloth rolling chairs				6 (2 are broke)
Black rolling chairs				3 (all are broke or ripped)
Small wood/black top cabinet				1
Brown metal form holder				1

Fax machine	Brother			1
Parts of an L frame desk				1
7 large round tables				7 (all damaged)
1 metal chair				1
Wood book shelf				1
Flag pole				2
Flag pole stand				1
Flag				2
Motor Trend mini jump start				12 (8 new 4 used)
CD player w/case	Eddie Bauer			1 (damaged)
Scale	Ottaus	cent-o-gram		1
MTS 2000	Motorola		466ABS2000Z	1
MTS2000	Motorola		466ABS4475Z	1
MTS2000	Motorola		466ABS4162Z	1
MTS2000	Motorola		466ABS4248Z	1
MTS2000 battery	Motorola			4
Radio scan stands w/mic	Motorola			2
Trunk cargo kit for old Crown Vic				1
Mobile Vision Units				2
Typewriter	Olympia	Mastertype 3		1
Cages				4
Push bars				3
Vector light bars				2
Halogen light bar	MX7000 Federal Signal			1
LED light bar				1
Console (computer stands, etc.,)				several
Old copier	Sharp	ARM350N		1

1 [7:41:49 PM](#)

2 City Manager Rice introduced the item.

3 [7:42:57 PM](#)

4 Mayor Nagle convened the public hearing; there being no persons appearing to be heard, Mayor Nagle closed the
 5 public hearing.

6 [7:43:10 PM](#)

1 COUNCILMEMBER PETERSON MADE A MOTION TO AUTHORIZE ADMINISTRATION TO DISPOSE OF
2 SURPLUS PROPERTY. COUNCILMEMBER DUNCAN SECONDED THE MOTION.

3 [7:43:19 PM](#)

4 Councilmember Lisonbee asked about the donation of the Chemical Detection Kit to Davis County; she asked if the
5 City will be able to use the Kit free of charge when necessary. Mr. Rice stated he does not believe there is a fee.
6 Councilmember Lisonbee asked if there is an agreement to that affect. Fire Chief Froerer stated that the Kit has been part of
7 the City's contribution to the regional hazmat response team and they still want it to be available to all members of the team.
8 He stated it will be available to all of them at no cost. He noted the reason the County wants to take the equipment is so that
9 they do not have to buy one of their own at an approximate cost of \$10,000.

10 [7:44:23 PM](#)

11 Mayor Nagle stated there has been a motion and a second and she called for a vote. ALL VOTED IN FAVOR.

12

13 [7:44:29 PM](#)

14 6. Public Hearing: Proposed Ordinance No. 13-03 declaring the
15 annexation of 26.99 acres of property located at approximately
16 3700 S. 2000 W. into the City of Syracuse, Davis County, Utah,
17 and establishing zoning for the property.

18 A staff memo from the City Recorder explained On January 2, 2013 Michael J. Thayne (Irben Development) filed a
19 petition to annex into Syracuse City 26.99 acres of property located at approximately 3700 South 2000 West. The City
20 Engineer reviewed the annexation petition and his comments have been addressed by the petitioner. On January 8, 2013 the
21 Council voted to accept the annexation petition and I immediately began the certification process pursuant to the provisions
22 of Title 10-2-403 of the Utah Code Annotated. On February 6, 2013 I sent the Council a memo declaring the certification of
23 petition 2013-01. In that memo I explained that a notice of certification would be published in the Standard-Examiner for
24 three consecutive weeks; the notice was meant to outline the annexation protest process. The same notice was also sent to all
25 affected entities. The protest period expired March 10, 2013 and no valid protests were filed. It is now appropriate to move
26 to the next step in the process, which is to hold a public hearing to consider adopting an ordinance approving the annexation
27 petition. A draft ordinance has been prepared for your consideration and all relevant materials have been attached hereto.

1 [7:44:42 PM](#)

2 City Recorder Brown summarized her staff memo.

3 [7:45:35 PM](#)

4 Mayor Nagle convened the public hearing.

5 [7:45:46 PM](#)

6 TJ Jensen stated he owns the property immediately to the north of this property; it is on Gentile Street and 2000
7 West on the northeast corner. He stated he is supportive of this annexation and as a landowner he does not see any
8 disadvantage to doing this. He stated essentially the person buying the property, Irben Development, do understand that in
9 order to do anything on this property they will need to run a water line to it and that that expense falls on them and not the
10 City. He stated that should not be a “show stopper” at all for the City because the developer will absorb that cost and not the
11 City.

12 [7:46:33 PM](#)

13 There being no further persons appearing to be heard Mayor Nagle closed the public hearing.

14 [7:46:38 PM](#)

15 COUNCILMEMBER LISONBEE MADE A MOTION TO ADOPT PROPOSED ORDINANCE 13-03
16 DECLARING THE ANNEXATION OF 26.99 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 3700 S. 2000
17 W. INTO THE CITY OF SYRACUSE, DAVIS COUNTY UTAH, AND ESTABLISHING ZONING FOR THE
18 PROPERTY. COUNCILMEMBER SHINGLETON SECONDED THE MOTION.

19 [7:47:00 PM](#)

20 Councilmember Duncan stated this issue was discussed before and there have not been any changes. He stated he is
21 ready to move forward.

22 [7:47:07 PM](#)

23 Mayor Nagle stated there has been a motion and second to adopt the resolution and she called for a vote. ALL
24 VOTED IN FAVOR.

25

26 [7:47:13 PM](#)

1 7. Recommendation for Award of Contract for 1000 West Street Culinary Waterline Project.

2 A memo from the Public Works Director explained this culinary waterline project is one that was identified on our
3 list presented to city council as a high priority due to the age and restrictions the existing 6” lines place on the system. This
4 project will involve the installation of a 12” culinary main on 1000 West & 1290 South, 8” culinary main on 1025 West and
5 full width pavement replacement on 1290 South & 1025 West. The construction will begin as soon as contract documents
6 are in place and will be completed in Spring/Summer 2013. The cost for this project came in about \$67,000 less than the
7 estimate. The bid amount for the total project is \$503,252.95 and the funding breakdown is as follows:

- 8 • Culinary Water Impact Fee: \$298,504.39
- 9 • Culinary Water Capital Budget: \$150,154.23
- 10 • Class C: \$54,594.33

11 Staff recommends that the bid be awarded to Kapp Companies.

12 [7:47:20 PM](#)

13 Mr. Whiteley reviewed his staff memo.

14 [7:48:40 PM](#)

15 COUNCILMEMBER PETERSON MADE A MOTION TO AWARD THE CONTRACT FOR THE 1000 WEST
16 STREET CULINARY WATERLINE PROJECT TO KAPP COMPANIES. COUNCILMEMBER JOHNSON SECONDED
17 THE MOTION.

18 [7:48:54 PM](#)

19 Councilmember Duncan stated this was reviewed during the work session and there was a discussion about the
20 company’s ability to perform and their bid is reasonable and the staff does not feel like there will be issues with them coming
21 back for more money. He stated he thinks it makes sense for those reasons. Councilmember Johnson agreed and stated this
22 is an area that definitely needs the work so this is a good project.

23 [7:49:13 PM](#)

24 Mayor Nagle stated there has been a motion and second to adopt the resolution and she called for a vote. ALL
25 VOTED IN FAVOR.

26

1 [7:49:18 PM](#)

2 8. Proposed Ordinance No. 13-02, amending various provisions
3 of Title 8, The Subdivision Ordinance.

4 A memo from the Community Development Department explained the Planning Commission has been working on
5 proposed amendments during their Work Session meetings for approximately three months. The proposed changes reflect
6 suggested improvements to the subdivision process and refinements/clarifications of regulations and various issues the
7 Planning Commission has encountered in processing subdivision proposals. In making determination on Code amendments
8 the Planning Commission should review the City Municipal Code, Section 10-4-070(E)(1), which states the following:

9 (E) Approval Standards. A decision to amend the text of this Title or the zoning map is a matter of legislative
10 discretion by City Council and not controlled by any one standard. However, in making an amendment, the City
11 Council should consider:

12 (Ord. 10-02)

- 13 1. Whether it would be is consistent with goals, objectives and policies of the
14 City's General Plan; (Ord. 10-02)

15 The changes recommended by the Planning Commission include:

- 16 1. Re-organization of the number formatting to match other Titles in the Municipal Code.
- 17 2. Addition of a severability clause in each chapter.
- 18 3. Addition of a definition for Street, Private
- 19 4. Change in language from Developer to Subdivider to be consistent throughout the document.
- 20 5. Change warranty period from two to one year, in accordance with State Statute.
- 21 6. Additional requirement for street light placement on a 45° or greater road bend within a cul-de-sac.
- 22 7. Irrigation Water Exemption for man-made ponds or lakes over 1 acre in surface area size, as the area will not be
23 irrigated by secondary water.
- 24 8. Cul-de-sac length amendments specifying conditions under which an exception to the maximum length of 500
25 feet may be granted.

26 *This particular amendment, as currently recommended by the Planning Commission may significantly affect the*
27 *ability to approve a development such as Still Water Lakes Subdivision as it is currently proposed and would*

1 *limit the cul-de-sac length of the Still Water Lakes Subdivision to a maximum of 500 feet due to a lack of*
2 *existing physical barriers to development or existing barriers from a previous development. The City has*
3 *received a letter from local developers who are concerned with this proposed change. Please see attached*
4 *letter. This amendment will affect the way developments are processed and will hinder flexibility in street length*
5 *and subdivision design.*

6 9. Addition of where Private Streets will be allowed and the standards by which they are to be constructed.

7 10. Clarifying public hearing deadlines to be 10 days in accordance with other sections of City code.

8 11. Removal of requirement for staff to give subdivider a signed copy of preliminary plat approval, and clarifying
9 that Planning Commission approval of Preliminary Plat authorizes the developer to proceed to final plat.

10 12. Clarifying that all requirements of sketch and preliminary must be met prior to consideration of final plat by the
11 Planning Commission.

12 *Significant discussion within the Planning Commission took place on this amendment as to whether it may*
13 *impede development approvals and reduce flexibility of the Planning Commission and staff when development*
14 *flexibility may be desirable and/or warranted by the City. Additionally, this standard may create for developers*
15 *timeline constraints, budgeting constraints and other unforeseen consequences associated with the process*
16 *proposed by the suggested amendments in this section.*

17 13. Clarifying the required signature blocks for subdivision plats including, Land Use Authority (PC or City
18 Council as applicable), City Attorney, and Public Utility companies.

19 14. Clarification that the Planning Commission is the body that holds the public hearing for subdivision approval
20 and not the City Council.

21 *Currently there is vague language in chapter 8*

22 On December 4, 2012, the Syracuse City Planning Commission held a public hearing and at a public meeting on
23 December 18, 2012 unanimously recommended that the Syracuse City Council approve the following amendments to the
24 Syracuse City Municipal Code, Title VIII as attached. Commissioner TJ Jensen expressed a dissenting opinion on one
25 amendment, please see Commissioner Jensen. The Planning Commission held a public hearing on January 15, 2013 on the
26 proposed irrigation water exemption and recommended the change unanimously.

1 City staff is hereby forwarding the Syracuse City Planning Commission recommendation that the City Council adopt
2 Ordinance 13-02 and approve the proposed amendments to Title 8 of the Syracuse City Municipal Code as herein presented.

3 [7:49:42 PM](#)

4 Community Development Director Eggett reviewed his staff memo.

5 [7:50:30 PM](#)

6 COUNCILMEMBER JOHNSON MOVED TO ADOPT PROPOSED ORDINANCE 13-02 AMENDING
7 VARIOUS PROVISIONS OF TITLE 8, THE SUBDIVISION ORDINANCE. COUNCILMEMBER DUNCAN
8 SECONDED THE MOTION.

9 [7:50:50 PM](#)

10 Councilmember Peterson suggested that the Council and staff reviewed the proposed changes to Title 8 page by
11 page if the goal is to adopt the document tonight. Mr. Eggett, City Planner Christensen, and Mr. Carlson provided an
12 explanation for the changes throughout the document.

13 [7:59:16 PM](#)

14 Discussion regarding the proposed changes relative to cul-de-sacs then commenced.

15 [8:20:36 PM](#)

16 Mayor Nagle suggested that the proposed ordinance be tabled and added as the first agenda item on the next work
17 session agenda. Councilmember Johnson stated he does not think that is necessary. Councilmember Peterson stated that he
18 has not had the opportunity to discuss the issue with the Planning Commission. Discussion regarding the proposed ordinance
19 continued.

20 [8:28:07 PM](#)

21 COUNCILMEMBER SHINGLETON MADE AN AMENDED MOTION TO TABLE PROPOSED ORDINANCE
22 13-02 AMENDING VARIOUS PROVISIONS OF TITLE 8, THE SUBDIVISION ORDINANCE. COUNCILMEMBER
23 PETERSON SECONDED THE MOTION.

24 [8:28:12 PM](#)

25 Council discussion of the item continued.

26 [8:31:30 PM](#)

1 Mayor Nagle stated there has been a motion and second to table the proposed ordinance and she called for a vote.
2 VOTING "AYE": COUNCILMEMBERS PETERSON AND SHINGLETON. VOTING "NO": COUNCILMEMBERS
3 DUNCAN, JOHNSON, AND LISONBEE.

4 [8:31:42 PM](#)

5 Discussion and debate of the proposed ordinance continued.

6 [9:11:42 PM](#)

7 Planning Commission Chair Kenneth Hellewell was invited to the podium to address some of the concerns of the
8 Council.

9 [9:24:12 PM](#)

10 COUNCILMEMBER JOHNSON MADE A MOTION TO AMEND PROPOSED ORDINANCE 13-02 BY
11 CHANGING THE LANGUAGE IN SECTION 8.03.010(12) TO SAY THAT:

12 . . . EXCEPTIONS TO THE MAXIMUM LENGTH OF A CUL-DE-SAC MAY ONLY BE GRANTED BY THE
13 CITY COUNCIL, AFTER RECEIVING A RECOMMENDATION, POSITIVE OR NEGATIVE, FROM THE
14 PLANNING COMMISSION FOR AN EXCEPTION. . .

15 COUNCILMEMBER DUNCAN SECONDED THE MOTION. ALL VOTED IN FAVOR.

16 [9:27:12 PM](#)

17 Discussion regarding proposed ordinance 13-02 continued.

18 [9:31:32 PM](#)

19 COUNCILMEMBER SHINGLETON MADE A MOTION TO TABLE PROPOSED ORDINANCE 13-02
20 AMENDING VARIOUS PROVISIONS OF TITLE 8, THE SUBDIVISION ORDINANCE. COUNCILMEMBER
21 PETERSON SECONDED THE MOTION.

22 [9:31:57 PM](#)

23 Mayor Nagle stated there has been a motion and second to table the proposed ordinance and she called for a vote.
24 VOTING "AYE": COUNCILMEMBERS PETERSON AND SHINGLETON. VOTING "NO": COUNCILMEMBERS
25 DUNCAN, JOHNSON, AND LISONBEE.

26 [9:32:21 PM](#)

1 Discussion regarding the proposed ordinance continued.

2 [9:51:06 PM](#)

3 COUNCILMEMBER PETERSON MADE A MOTION TO AMEND PROPOSED ORDINANCE 13-02 BY
4 AMENDING SECTION 8.05.020 BY REMOVING THE LAST SENTENCE OF THE SECTION, WHICH READS:

5 ALL REQUIREMENTS OF SKETCH AND PRELIMINARY PLAT APPROVAL SHALL BE COMPLETED
6 PRIOR TO THE PLANNING COMMISSION’S CONSIDERATION OF FINAL PLAT.

7 COUNCILMEMBER SHINGLETON SECONDED THE MOTION.

8 [9:51:20 PM](#)

9 Discussion regarding the motion ensued.

10 [9:53:40 PM](#)

11 Mayor Nagle stated there has been a motion and second to amend proposed ordinance 13-02 and she called for a
12 vote. ALL VOTED IN FAVOR.

13 [9:53:54 PM](#)

14 Discussion regarding the remaining chapters of Title Eight continued.

15 [9:55:48 PM](#)

16 COUNCILMEMBER LISONBEE MADE A MOTION TO AMEND PROPOSED ORDINANCE 13-02 BY
17 AMENDING SECTION 8.06.010(16)(d) BY REMOVING “AND” FROM THE SENTENCE THAT READS:

18 “THE CITY LAND USE AUTHORITY (EITHER THE PLANNING COMMISSION AND/OR CITY COUNCIL,
19 AS DESIGNATED BY THE CITY MUNICIPAL CODE) "CERTIFICATE OF APPROVAL."

20 COUNCILMEMBER DUNCAN SECONDED THE MOTION. ALL VOTED IN FAVOR.

21

22 [9:56:56 PM](#)

23 Mayor Nagle stated there has been a motion and second to adopt proposed ordinance 13-02 and she called for a vote.
24 VOTING “AY”: COUNCILMEMBERS DUNCAN, JOHNSON, AND LISONBEE. VOTING “NO”:
25 COUNCILMEMBERS PETERSON AND SHINGLETON.

26

1 [9:57:44 PM](#)

2 9. Proposed Resolution R13-08, supporting the right to keep
3 and bear arms by upholding the Second Amendment of the Constitution
4 of the United States of America.

5 This item was added to the agenda at the request of Councilmembers Johnson and Lisonbee.

6 [9:57:51 PM](#)

7 Councilmember Johnson provided a brief explanation of his reasoning for requesting that this resolution be drafted.
8 He stated he wants to show support for the second amendment, the right to keep and bear arms. He stated the resolution also
9 provides some of the history of the subject and encourages citizens to be responsible gun owners.

10 [9:58:52 PM](#)

11 COUNCILMEMBER JOHNSON MADE A MOTION TO ADOPT PROPOSED RESOLUTION R13-08
12 SUPPORTING THE RIGHT TO KEEP AND BEAR ARMS BY UPHOLDING THE SECOND AMENDMENT OF THE
13 CONSTITUTION OF THE UNITED STATES OF AMERICA, WITH THE FOLLOWING CHANGE:

14 STRIKE THE LAST WHEREAS CLAUSE THAT STATES “WHEREAS, ON JANUARY 16, 2013, PRESIDENT
15 BARACK OBAMA INTRODUCED A PLAN TO REDUCE GUN VIOLENCE THAT PROPOSED FOUR STEPS
16 TO BE TAKEN THROUGH CONGRESSIONAL AND EXECUTIVE ACTION: CLOSING BACKGROUND
17 CHECK LOOPHOLES, BANNING MILITARY-STYLE ASSAULT WEAPONS AND HIGH-CAPACITY
18 MAGAZINES, MAKING SCHOOLS SAFER, AND INCREASING ACCESS TO MENTAL HEALTH
19 SERVICES”

20 COUNCILMEMBER LISONBEE SECONDED THE MOTION.

21 [9:59:43 PM](#)

22 Councilmember Peterson stated he believed the statement that Councilmember Johnson is removing from the
23 resolution is integral to the purpose of the resolution. Councilmember Johnson disagreed and stated that there was a resident
24 that spoke against including that statement in the resolution. He stated it does not bear to the point that the Council is
25 supporting the second amendment and upholding the Constitution.

1 Councilmember Duncan added that the problem he has with the particular statement is that he does not think
2 President Obama introduced the bill to reduce gun violence; he introduced it to take guns out of the hands of citizens and that
3 is an excuse. He stated he does not agree with the wording and it should either be reworded or taken out of the resolution.
4 Mr. Carlson stated he wanted to clarify that the name of the plan is “the plan to reduce gun violence”. He stated that the
5 statement can be removed from the resolution, but it is a factually correct statement and the reason he included it when he
6 drafted the resolution is that in the chronology going from the 1600’s down, that is what inspired the letter that was written
7 by the Sherriff’s Association. Councilmember Duncan stated he is not impugning why Mr. Carlson included the language,
8 but it is a “burr in his saddle”. He stated he will not vote for something that says President Obama introduced a plan to
9 reduce gun violence because he fundamentally disagrees with the idea that is what the plan is going to do. Councilmember
10 Peterson stated that is why the resolution has come about. He stated he will vote for the resolution because he absolutely
11 agrees with it, but he thinks it is silly and he asked if the Council will put forth a resolution that they support all 27
12 amendments of the Constitution. He stated this is a knee-jerk reaction to something that is in the news now. He reiterated
13 that while he absolutely agrees with everything else in the resolution, the statement that they have asked to be removed, as
14 well as the reference to the Sandy Hook Elementary shooting are referencing why the resolution has come about. He stated
15 that if they are going to adopt a resolution supporting gun rights, both of the statements should be left in. He stated they
16 address the reasons for drafting the resolution.

17 Mayor Nagle stated that she agrees with Councilmember Peterson and she agrees to uphold the second amendment,
18 but she pointed out that there was one person that spoke in favor of the resolution and another that spoke in opposition, so
19 why is the one person that spoke in opposition less important. Councilmember Johnson stated it is not less. Mayor Nagle
20 stated that Councilmember Johnson made the comment that someone brought forth the concern about the statement. She
21 stated she just wanted to point that out. Councilmember Johnson stated he agrees with that point of view and he has that
22 right. He stated he agrees with the recommendation to remove the language and that is why he suggested it. He stated that is
23 part of his principles and his thought process.

24 Councilmember Lisonbee stated the main reason that she and Councilmember Johnson brought this resolution
25 forward was to support the Sherriff’s Association in their brave open letter to President Obama. She stated that the letter said
26 that while they took an oath to defend the Constitution, they would lay their lives on the line for the citizens of Davis County
27 to protect their rights to keep and bear arms in the County. She stated she and Councilmember Johnson decided it would be

1 good to have a resolution in support of that because the Davis County Sherriff took a lot of flack in the media over the letter.
2 She stated the letter was brave and beautiful and she heartily supported it and every Sherriff in Utah signed the letter except
3 for the Salt Lake County Sherriff. She stated they sent the letter to President Obama saying they would lay down their lives
4 for “our” rights. She stated that as a Councilmember in Syracuse, where the majority of the residents she has heard from on
5 this issue support the second amendment and want their rights upheld, she says the Council should stand behind the
6 Sherriff’s.

7 Councilmember Duncan stated Councilmember Peterson’s point is well taken, but if the Council were having this
8 discussion about the 17th Amendment, which took the responsibility to appoint Senators away from State Legislators and put
9 it in the hands of popular vote, he thinks it was one of the biggest disasters in the history of the country, but if “they” try to
10 change that without following provisions to amend the Constitution, he would speak out and say that he does not like the 17th
11 Amendment, but it is part of the Constitution and he has sworn to uphold it. He stated the Council has voted for an Arbor
12 Day proclamation saying that the City loves trees; if that vote can take place the Council can certainly vote for a resolution
13 saying the second amendment means something. He stated that whether someone wants to own a gun is their right to choose,
14 but they do have the right and he does want to send the message to Washington, D.C. that the Constitution and the second
15 amendment means something in the City of Syracuse. He stated that it is somewhat meaningless in terms of what it
16 accomplishes, but rhetoric is sometimes important.

17 Councilmember Peterson stated he does not need to be talked into voting for the resolution; he simply wanted to
18 make the statement he made.

19 [10:05:45 PM](#)

20 Mayor Nagle stated there has been a motion and second to adopt the proposed resolution and she called for a vote.

21 ALL VOTED IN FAVOR.

22

23 10. Councilmember Reports

24 Councilmember Shingleton’s report began at [10:05:50 PM](#). He was followed by Councilmembers Johnson,
25 Duncan, Lisonbee, and Peterson.

26

27 11. Mayor’s report.

1 Mayor Nagle's report began at [10:08:36 PM](#).

2

3 12. City Manager's Report.

4 City Manager Rice stated he had nothing to report.

5

6 At [10:11:42 PM](#) COUNCILMEMBER PETERSON MADE A MOTION TO ADJOURN. COUNCILMEMBER

7 SHINGLETON SECONDED THE MOTION; ALL VOTED IN FAVOR.

8

9

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11 _____
12 Jamie Nagle
13 Mayor

Cassie Z. Brown, CMC
City Recorder

13

14 Date approved: _____

Minutes of the Syracuse City Council Work Session Meeting, August 14, 2012.

Minutes of the Work Session meeting of the Syracuse City Council held on August 14, 2012, at 5:30 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson
Larry D. Shingleton

Mayor Jamie Nagle
City Manager Robert Rice
City Recorder Cassie Z. Brown

City Employees Present:
City Attorney Will Carlson
Finance Director Steve Marshall
Community Development Director Michael Eggett
Parks and Recreation Director Kresta Robinson
Public Works Director Robert Whiteley
Fire Chief Eric Froerer
Police Chief Brian Wallace

The purpose of the Work Session was for the Governing Body to hear a request to be on the agenda form a local farmers' group regarding West Davis Corridor; have a discussion regarding creation of a volunteer board; have a discussion regarding RDA agenda items two and three; review agenda items seven, eight, nine, and ten on the Council business meeting agenda; and discuss Council Business.

Discussion regarding creation of volunteer board.

5:33:39 PM

A staff memo explained that following a recent Council meeting, two Councilmembers asked that an item be added to a future work session agenda to provide the Council with an opportunity to discuss the potential creation of a volunteer board. This discussion can be led by the Council and staff will be happy to answer questions if necessary.

5:33:47 PM

Councilmember Shingleton led the discussion of the Council.

Discussion regarding RDA Agenda Item 2, Potential Amendment of RDA Budget for Fiscal Year 2012-2013.

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[5:39:16 PM](#)

A staff memo from Finance Director Marshall explained that Ed Gertge, owner of Syracuse City Fun Center, is considering expanding the Syracuse City Fun Center site. As part of this expansion, he is looking at adding a pool, go-carts, and other attractions. He is requesting that the Redevelopment Agency (RDA) help with this expansion. The Council packet included a PowerPoint presentation that included a more detailed analysis.

[5:43:08 PM](#)

Mr. Gertge approached the Council and made a brief presentation.

[5:46:39 PM](#)

Council discussion regarding the item began.

[6:03:16 PM](#)

The time allotted for this item expired and Mayor Nagle noted discussion can continue during the business meeting.

Request to be on the agenda: local farmers' group to discuss
West Davis Corridor.

[6:03:31 PM](#)

Dorathy Law approached the Council and stated she is representing a group of local farmers that live in the area around the potential West Davis Corridor route. She then provided a brief presentation to the Council.

[6:04:51 PM](#)

Council discussion regarding the item began.

[6:06:53 PM](#)

Kurt Rowley, a resident living in Bridgeway Island, added his input to the presentation.

[6:12:10 PM](#)

Charlie Black, local farmer, added his input to the presentation.

Discussion regarding RDA Agenda Item 3, draft Syracuse State Road

1 193 Economic Development Project Area Plan.

2 [6:14:14 PM](#)

3 A staff memo from the Finance Director explained the proposed State Road 193 Economic Development Area is the
4 area defined below and includes the blue, yellow, and orange area on the map. A complete legal description of the SR-193
5 project area can be found on Exhibit B of the proposed resolution RDA12-04. In order for this area to qualify as an EDA it
6 must bring new, higher paying jobs to the area that are at least 25% above the median salary for the Davis County. The
7 important note is that it would create new jobs in the area and not shift jobs from another location. The estimate is between
8 500-600 new jobs to the area. A Taxing Entity Committee (TEC) comprised of individuals from various taxing entities met
9 to discuss the proposed SR-193 Economic Development Area, the project area plan, and the proposed budget. Each
10 individual was appointed by their various taxing entity to represent their interests in the project area. Those individuals on
11 the TEC were as follows:

- 12 John Davis – Weber Basin Water
- 13 John Carter – Davis School District
- 14 Peter Cannon – Davis School District
- 15 Steve Rawlings – Davis County
- 16 Kent Sulser – Davis County
- 17 Kathy Dudley - State School Board
- 18 Jamie Nagle - Syracuse City
- 19 Karianne Lisonbee – Syracuse City

20 At this current time, the TEC Committee only discussed the blue area east of the power corridor representing
21 approximately 79 acres. All discussion below only relates to that area in blue. The property currently does not generate any
22 property tax revenue for the various taxing entities. The budget proposal requests that 80% of the tax increment be kept in
23 the EDA project area for 15 years while 20% is distributed to the taxing entities. The money collected in the EDA would be
24 used to reimburse developers, Weber Basin Water, and Syracuse City for infrastructure improvements made to the area. A
25 portion of the money would also be used for tenant outreach to attract high end industrial companies to relocate to the area.
26 After the 15 years, all the tax increment would be returned to the taxing entities. The TEC committee members voted 8-0
27 approving the project area plan and related budget proposal. The next step in the process is to have the RDA board pass a

1 resolution adopting the SR-193 EDA Project area. Staff recommendation is to approve the proposed resolution RDA12-04
2 establishing the SR-193 EDA project area.

3 [6:14:29 PM](#)

4 Mr. Marshall reviewed his staff memo.

5 [6:16:12 PM](#)

6 Council discussion regarding the item commenced. Suzie Becker, Vice President of Zion's Bank Public Finance,
7 answered questions asked throughout the discussion.

8 [6:37:12 PM](#)

9 The time allotted for this agenda item expired and Mayor Nagle stated that discussion can continue during the
10 business meeting. Brief Council discussion continued.

11

12 Review of agenda item 7, request for Final Subdivision Approval, Wasatch

13 Villas Subdivision Phases 7 and 8, located at approximately 500 W. 3150 S.

14 [6:39:36 PM](#)

15 A staff memo from the Community Development Department explained the Planning Commission held a public
16 hearing on July 3, 2012 for Final Plan approval of these final two phases of Wasatch Villas Subdivision, and was approved
17 on July 17, 2012. The Planning Commission held the public hearing with Final Plan to assure that the public had adequate
18 notice and opportunity to comment on these phases, as they may not have be able to do so when the original sketch plan was
19 approved for all the phases at the beginning of the development process with phase 1. All items noted in staff report have
20 been addressed by the Planning Commission.

21 On July 17, 2012, the Syracuse City Planning Commission recommended that the Syracuse City
22 Council approve the Wasatch Villas Subdivision, Phase 7 and 8 Final Plans, subject to all requirements of the Syracuse City
23 Code and the staff reviews dated July 12 & 13, 2012.

24 [6:39:46 PM](#)

25 Community Development Director Eggett reviewed the staff memo.

26 [6:40:54 PM](#)

1 Council discussion regarding the item began.

2

3 Review of agenda item 8, request for Final Subdivision Approval, Sunset

4 Park Villas Subdivision Phase B, located at approximately 1840 S. 910 W.

5 [6:42:25 PM](#)

6 A staff memo from the Community Development Department explained this Subdivision was originally approved in
7 2008, but there may have been a miscommunication from previous planning staff directing the applicant to not record the plat
8 until such time that the developer was ready to begin construction. Thus due to the previous approvals and the Development
9 agreement which is in effect for 8 years, this approval is a renewal of the previous final plat approval.

10 On August 7, 2012, the Syracuse City Planning Commission recommended that the Syracuse City Council approve
11 the Sunset Park Villas Subdivision, Phase B, Final Plans subject to meeting all requirements of the City's Municipal Codes as
12 well as City staff reviews dated July 21, July 26, 2012 and August 2, 2012.

13 [6:42:30 PM](#)

14 Mr. Eggett reviewed the staff memo. There was input from Public Works Director Whiteley and City Attorney
15 Carlson.

16

17 Review of agenda item 9, request for Final Subdivision Approval, Ninigret

18 North 1 Subdivision, located at approximately 1100 W. 450 S.

19 [6:43:52 PM](#)

20 A staff memo from the Community Development Department explained that after several meetings with the
21 Planning Commission a Public Hearing was held on July 17, 2012 for the Sketch Plat which was approved unanimously. The
22 Planning Commission also had the item on the agenda for Preliminary Plat on July 17, 2012, which was also unanimously
23 approved after discussing issues relating to traffic, secondary water, and the public utility easement in Clearfield City which
24 is on the South side of this property.

25 On July 17, 2012, the Syracuse City Planning Commission held a public hearing regarding the proposed Ninigret
26 North I Subdivision Sketch Plan, in which comments were received. On July 31, 2012, the Syracuse City Planning
27 Commission recommended that the Syracuse City Council approve the Ninigret North I Subdivision Final Plans.

1 Commissioner TJ Jensen included in the motion that he would like to see an additional 2 to 3 feet of additional shoulder on
2 the West side of 1000 West between 450 S and 200 S. The purpose would be to allow cars on the shoulder to be out of the
3 lane of travel. The Planning Commission directed Public Works to work with the developer and UDOT to see if additional
4 width could be added to the shoulder, by moving the curb and sidewalk to the West.

5 The Syracuse City Planning Commission and CED Staff hereby recommend that the City Council approve the final
6 plans for the Ninigret North I Subdivision, located at approximately 1100 West 450 South, subject to meeting all
7 requirements of the City's Municipal Codes, City staff reviews dated July 23 and July 26, 2012, and with the understanding
8 that the Ninigret Group will work with the City, per direction provided to them by the Planning Commission during Final
9 Plans review.

10 [6:44:10 PM](#)

11 Mr. Eggett reviewed the staff memo.

12 [6:45:21 PM](#)

13 Council discussion regarding the item began.

14
15 Review of agenda item 10, request for General Plan Amendment/Rezone
16 for property located at approximately 2400 W. 2900 S.

17 [6:48:17 PM](#)

18 A staff memo from the Community Development Department explained that on July 17, 2012 the Planning
19 Commission held a public hearing on the requested General Plan Map and Zoning Map amendment for this applicant. No
20 comments were received at the public hearing. The Planning Commission recommended approval of the proposed changes to
21 the City Council.

22 The Syracuse City Planning Commission and CED Staff hereby recommend that the Mayor and City Council
23 approval of the General Plan Amendment and Rezone application for the Clint Sherman property located at approximately
24 2400 West 2900 South, to change the use of the property from an R-1 to an R-2 zone and reflect it as such on the General
25 Plan map and current zoning map, subject meeting to all requirements of the City's Municipal Codes.

26 [6:48:25 PM](#)

City Council Work Session
August 14, 2012

1 Mr. Eggett reviewed the staff memo.

2 [6:49:20 PM](#)

3 Council discussion regarding the item began.

4

5

6 The meeting adjourned at [6:52:58 PM](#) p.m.

7

8

9

10 _____

Jamie Nagle

11 Mayor

12

13 Date approved: _____

Cassie Z. Brown, CMC

City Recorder

Minutes of the Syracuse City Council Work Session Meeting, August 21, 2012.

Minutes of the Work Session meeting of the Syracuse City Council held on August 21, 2012, at 6:00 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson
Larry D. Shingleton

Mayor Jamie Nagle
City Manager Robert Rice
City Recorder Cassie Z. Brown

City Employees Present:
City Attorney Will Carlson
Finance Director Steve Marshall
Community Development Director Michael Eggett
Parks and Recreation Director Kresta Robinson
Public Works Director Robert Whiteley
Police Chief Brian Wallace
Police Lieutenant Tracy Jensen
Police Detective Corey Rowley
Stan Penrod

The purpose of the Work Session was for the Governing Body to discuss the draft Syracuse State Road 193 Economic Development Project Area Plan; and discuss Council Business.

Discussion regarding draft Syracuse State Road (SR193) Economic Development Project Area Plan.

[6:00:48 PM](#)

A memo from City Attorney Carlson explained that on August 14, 2012 the RDA for Syracuse considered the Economic Development Project Area Plan for the SR-193 area. After concerns were raised during the Work Session and Public Hearing, the motion to approve the plan failed to receive a second.

In response to the concerns raised, the city staff has worked with consultants from Zion's Bank and Ballard Spahr to prepare some clarifications and revisions to the plan. It is our belief that these revisions more closely match the expressed desires of the Council and citizens. Accordingly, the City Attorney recommends that the RDA and then City Council approve the Project Area Plan.

[6:00:55 PM](#)

City Council Work Session
August 21, 2012

1 Mayor
2
3 Date approved: _____

City Recorder

Minutes of the Syracuse City Council Work Session Meeting, August 28, 2012.

Minutes of the Work Session meeting of the Syracuse City Council held on August 28, 2012, at 6:00 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson
Larry D. Shingleton

Mayor Jamie Nagle
City Manager Robert Rice
City Recorder Cassie Z. Brown

City Employees Present:
City Attorney Will Carlson
Finance Director Steve Marshall
Community Development Director Michael Eggett
Parks and Recreation Director Kresta Robinson
Public Works Director Robert Whiteley
Fire Chief Eric Froerer
Police Chief Brian Wallace
Detective Corey Rowley
Planner Noah Steele

The purpose of the Work Session was for the Governing Body to discuss agreement with Robinson Waste; discuss the potential Joint Development Agreement for Syracuse Family Fun Center expansion; discuss the Syracuse Business Guide; discuss the City Council Electronic Meetings Policy; and discuss Council Business.

Discussion regarding agreement with Robinson Waste.

5:59:40 PM

A memo from the City Attorney explained Robinson Waste Management and the City entered into a Garbage Collection Contract (“Contract”) dated April 1, 2009. In the contract, Robinson had a unilateral right to renew the contract and the City agreed to pay Robinson a fuel allowance per household per month of .33% of the price of the price of diesel over \$3.00 per gallon (“Fuel Surcharge”). On June 26, 2012 Robinson offered the City a new contract with a term of three years. The City Council counter-offered with a term of one year. Robinson has now provided a counter-offer with a term of two years.

Based on services for waste collection outlined in Robinson’s July 31 invoice, staff provided an estimate of the annual expenses to the city under the current and proposed contract as well as the estimated costs of an alternative provider (estimate included in Council packet).

1 Robinson's proposed rates for traditional collection are an improvement from the current rates. The fuel surcharge
2 will increase from 0.33% to 33% and from a per house rate to a per service rate, but it will not initiate until diesel prices
3 surpass \$3.50 per gallon. Collecting on one side of the street will save the City money, and the greatest monetary savings
4 would be achieved by selecting an alternative provider to implement this collection method.

5 [5:59:46 PM](#)

6 Mr. Carlson summarized his staff memo.

7 [6:01:03 PM](#)

8 Council discussion regarding the item commenced.

9 [6:09:59 PM](#)

10 The Time allotted for the agenda item expired and Mayor Nagle stated that discussion can continue during the
11 business meeting.

12

13 Discussion regarding Joint Development Agreement for Syracuse Family Fun Center expansion.

14 [6:10:18 PM](#)

15 A staff memo from the Finance Director explained Ed Gertge, owner of Syracuse City Fun Center, is considering
16 expanding the Syracuse City Fun Center site. As part of this expansion, he is looking at adding a pool, go-carts, and other
17 attractions. He is requesting that the Redevelopment Agency (RDA) help with this expansion. See the power point
18 presentation for a more detailed analysis. If the council approves moving forward with the RDA funds to be appropriated to
19 the Fun Center expansion, the council will want to finalize a joint development agreement with the Fun Center outlining in
20 detail the proposed repayments and length of time. The proposed Joint Development Agreement was included in the Council
21 packet.

22 [6:10:43 PM](#)

23 Mr. Marshall reviewed his staff memo.

24 [6:11:40 PM](#)

1 City Attorney Carlson stated that Mr. Gertge is not present to discuss his recommended changes to the Joint
2 Development Agreement; therefore, he reviewed the changes that have been made since the last time the Council saw the
3 document.

4 [6:16:01 PM](#)

5 Council discussion regarding the item began. Mr. Carlson was directed to take the Council's feedback to Mr. Gertge
6 to continue negotiations.

7

8 Discussion regarding the Syracuse Business Guide

9 [6:26:10 PM](#)

10 A memo from the Planner Steele explained a Syracuse City Business Directory has been developed by the
11 Community and Economic Development Department. The directory contains information about every licensed business
12 within the City's boundaries. It features the business name, type of business, and phone number for each business. The
13 Community and Economic Development Department would like to print and mail a copy of the directory to each home and
14 business in the City. Staff feels that this would boost our local economy and make residents aware of the services that are
15 provided here within the city's boundaries, thus continuing the department's efforts to encourage local shopping. Staff would
16 like to print and distribute 7,000 copies of the directory. An estimate was acquired from Accucolor Digital Printing on
17 8/21/2012; they quoted that they could print each directory for .70 cents each. The print would include a full color glossy
18 cover and a staple bind. The total printing cost estimate is \$4,900. Staff plans on enlisting local Boy Scout troops to help
19 distribute the directories. After the initial mass mailing, business directories will be available for sale at city hall for \$1 each
20 to recover printing and staff time costs. The Community and Economic Development Department hereby recommends that
21 the City Council approve city resources and staff time for directory printing and delivery.

22 [6:26:16 PM](#)

23 City Manager Rice and Mr. Steele summarized the staff memo.

24 [6:29:12 PM](#)

25 Council discussion regarding the item began. The conclusion was to wait to combine the business directory with the
26 newsletter to be sent next month.

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Discussion regarding City Council Electronic Meetings Policy.

[6:45:47 PM](#)

This item was added to the agenda by Councilmembers Lisonbee and Shingleton.

[6:45:55 PM](#)

Councilmember Lisonbee led the discussion regarding this agenda item; she wanted to know what other cities are doing when it comes to electronic meetings policies. Mr. Carlson provided a response to Councilmember Lisonbee's question.

[6:56:22 PM](#)

At the conclusion the Council directed staff to draft an ordinance that the Council can consider at its next business meeting.

Council business.

[6:57:28 PM](#)

Councilmember Johnson reported regarding the upcoming Antelope Island Stampede.

[6:58:58 PM](#)

Councilmember Lisonbee asked if staff could add an item to an upcoming agenda to review legal implications of Commercial Development Areas (CDAs). Councilmember Duncan stated that he would second Councilmember Lisonbee's request.

The meeting adjourned at [7:01:26 PM](#) p.m.

Jamie Nagle
Mayor
Date approved: _____

Cassie Z. Brown, CMC
City Recorder



COUNCIL AGENDA

March 26, 2013

Agenda Item #3

Consideration of Annual Animal Control Interlocal Agreement with Davis County.

Factual Summation

- Please see the following memo regarding this agenda item. Any questions regarding this item may be directed at Police Chief Garret Atkin.
- Please see the attached

Memorandum

Date: March 20, 2013
To: Syracuse City Council; Mayor Nagle
Cc: City Manager Rice
From: Chief Garret Atkin
RE: Davis County Animal Control Contract

As you review the new contract from Davis County Animal Control, I would like to provide you some additional information.

After receiving the contract and list of incidents from Animal Control, Noah Steele and I worked to verify that all the reported incidents actually occurred in Syracuse. We submitted our list of questionable addresses to Animal Control for review. They were very good to work with and reviewed our list for accuracy.

As a result, Syracuse City saved \$449.68 for 14 calls that were invoiced but did not actually occur in the boundaries of the City.

Thank you for your continued support of the Department.



Animal Care & Control

1422 East 600 North - Fruit Heights, Utah 84037
Telephone: (801) 444-2200 - TDD: (801) 451-3228 - Fax: (801) 444-2212

Mayors, City Administrators & City Councils,

I want to thank all of the cities for the working relationship we have with you. I appreciate the communication and feedback that has been given to me and our department this past year. We are thankful to be serving in your city.

You will find enclosed: The formal contract showing the amount due for Animal Care & Control services, spreadsheets listing the call amounts (Calls and wildlife) and this letter.

In reference to the two enclosed spreadsheets; one is for all calls excluding wildlife calls and the other is for the wildlife calls, please see both.

The County did not increase the amount due from the cities this year. Your city's fee increased or decreased based on the number of calls that were in your city in 2012.

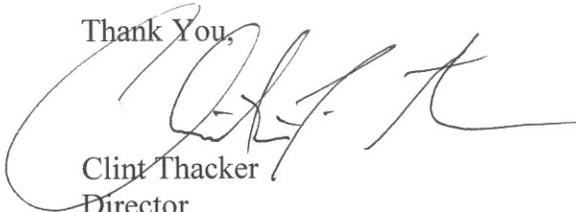
Wildlife calls are separate and are charged a \$25.75 fee per call. This fee is also remaining the same as 2012.

Please sign the contract & mail the signed contract to me. (If you want a signed original, please specify as such, sign TWO copies and send both to me.) I will place a cover sheet on it and forward it to the County Attorney where it is reviewed and placed before the County Commissioners. After all of the signatures are collected, I will make a copy of the original and send it to you.

I would like to have all contracts turned into the County Commission by March 21, 2013.

If you have any questions, concerns or comments please contact me,

Thank You,



Clint Thacker
Director

Davis County Animal Care & Control
801-444-2204

**INTERLOCAL COOPERATION AGREEMENT BETWEEN DAVIS COUNTY AND
THE CITY OF SYRACUSE FOR ANIMAL CONTROL SERVICES FOR THE
CALENDAR YEAR 2013**

This INTERLOCAL COOPERATION AGREEMENT is made and entered into this date by and between DAVIS COUNTY (hereinafter “County”), a political subdivision of the State of Utah, and SYRACUSE CITY (hereinafter “City”).

RECITALS

This agreement is made and entered into by and between the parties based upon the following recitals:

A. This agreement is made and entered into as an Interlocal Agreement pursuant to, in accordance with, and authorized by the *Interlocal Cooperation Act*, as set forth in Title 11, Chapter 13, *Utah Code Annotated*.

B. The County provides animal care and control services through the Davis County Animal Care and Control Department, under the direction of the Animal Control Director and employs Animal Control Officers who are ordinance enforcement officers but not special function officers as provided and described in Section 53-13-105, *Utah Code Annotated*.

C. The City has adopted a comprehensive animal control ordinance substantially identical, or that contains some individual City exceptions, to the County’s comprehensive animal control ordinance as set forth in Title 6, *Davis County Code*.

D. The County operates and maintains the Davis County Animal Shelter, a facility for the temporary shelter, housing, and impoundment of animals, the disposition of animals, and other services related to animal care and control.

E. The Davis County Animal Shelter, in addition to the above noted services, is also able to provide for the pick-up and euthanization of wild nuisance animals, such as raccoons and skunks, trapped by City or City residents.

F. The City desires animal care and control services from the County including, but not limited to, the enforcement of the comprehensive animal control ordinance of the City by the County, the pick-up and euthanization of wild nuisance animals, such as raccoons and skunks, trapped by City or City residents and other related animal care and control services as specified by this agreement.

G. The County is willing and able to provide animal care and control services to the City including, but not limited to, the enforcement of the comprehensive animal control ordinance of the City by the County the pick-up and euthanize wild nuisance animals, such as raccoons and skunks, trapped by City or City residents and other related animal care and control services as specified by this agreement.

NOW THEREFORE, in consideration of the mutual terms set forth in this agreement, the parties hereto do hereby agree as follows:

1. Services

A. The County shall make Davis County Animal Control Officers available to the City to perform the animal care and control services described in this agreement within the jurisdiction and territory of City in accordance and compliance with all applicable City, County, and State laws, ordinances, rules, and regulations. The services contemplated by this agreement include:

- (1) Enforcement of the comprehensive animal control ordinance of the City;

provided, however, that the ordinance is substantially identical to the comprehensive animal control ordinance of the County as set forth in Title 6, *Davis County Code*. The comprehensive animal control ordinance of the City, and any amendments to it during the term of this agreement, are incorporated into this agreement by reference.

(2) Issuance and sale of County dog and cat licenses and the management of a dog/cat license program.

(3) Regular patrol coverage by Animal Control Officers of the City between 8:00 a.m. and 5:00 p.m. Monday through Friday.

(4) Responses to the non-emergency requests, complaints, and contacts received from the officers and officials of the City and citizens between 8:00 a.m. and 5:00 p.m. Monday through Friday.

(5) Responses to emergency incidents involving animals at any time of the day and on any day of the week within the emergency call-out criteria and protocol established by the Davis County Animal Care and Control Department. Response for emergency animal incidents is intended to be within thirty (30) minutes, subject to the availability and location of the Animal Control Officers and the circumstances.

(6) Enforcement of all applicable City, County, and State laws, ordinances, rules, and regulations relating to animal care and control.

(7) The impoundment and boarding of animals in circumstances in which impoundment is necessary, advisable, or provided by applicable City, County, and State laws, ordinances, rules, and regulations. Such circumstances include, but are not limited to, the following:

- i. The owners or primary custodians of the animals have been arrested or taken into custody by law enforcement officers and the animals would be abandoned or without proper care or confinement as a result of the arrest;
- ii. The animal has bitten a person;
- iii. The animal is a vicious animal or potentially dangerous animal as defined by the ordinance;
- iv. The animal has attacked livestock;
- v. Livestock is loose; or
- vi. Injured animals.

(8) Pick up and dispose of the bodies of dead domestic animals, other than livestock or large wildlife, killed or otherwise left upon the public streets, highways, or rights-of-way within the City.

(9) Investigate all incidents involving actual or purported animal bites or rabies in accordance and compliance with applicable City, County, and State animal or health laws, ordinances, rules, and regulations.

(10) Provide temporary shelter and board for and hold and dispose of all stray or unwanted animals in accordance with all applicable City, County, and State laws, ordinances, rules, and regulations.

B. The County shall make available to the City the facilities of the Davis County Animal Care and Control Department, at no additional cost, for the retention and disposition of animals requiring temporary shelter and board which are found within the City by City officers

or officials.

C. The County shall, as an additional service outside the scope of services provided for in Paragraph 1 A. of this agreement and compensated for under the yearly compensation provided for in Paragraph 5 B. of this agreement, and for an additional fee, pick-up and euthanize wild nuisance animals, such as raccoons and skunks, trapped by City or City residents.

2. Term

This agreement shall be effective on a year to year basis for a period, not to exceed five (5) years commencing on January 1, 2013, and terminating on December 31, 2017 to be automatically renewed on a year to year basis, subject to the termination provisions of Paragraph 20 of this agreement and to any subsequent amendments thereto agreed in writing by both parties to this agreement.

3. Records

A. The County shall maintain books and records of the animal care and control services provided to the City under this agreement. The books and records shall be maintained in a form and manner which is in compliance with the fiscal and administrative procedures of the County and required by the Office of the Davis County Clerk/Auditor.

B. These books and records shall be available for examination or copying by the City during regular business hours and reasonable times.

C. All records created, received, or held by the County shall be held, disposed of, and accessed subject to the *Government Records Access and Management Act*, as set forth in Title 63, Chapter 2, *Utah Code Annotated*.

4. **Reports**

The County shall report to the City of the animal care and control activities and services provided and performed under this agreement.

5. **Compensation and Costs**

A. The City shall pay compensation in the amount of FORTY TWO THOUSAND ONE HUNDRED FORTY SEVEN Dollars THIRTY NINE Cents (\$42,147.39) to the County for the all animal care services provided and performed by the County under this agreement with the express exception of picking up and euthanizing wild nuisance animals, such as raccoons and skunks, trapped by City or City residents which shall be compensated as set forth below in Paragraph B of this section.

(1) The compensation shall be payable in twelve (12) equal monthly installments of THREE THOUSAND FIVE HUNDRED TWELVE Dollars and TWENTY EIGHT Cents (\$3,512.28) with the first monthly payment due on or before January1, 2013 and subsequent payments due on or before the 1st day of each month thereafter until paid in full.

(2) The County shall submit monthly invoices to the City for its services and reimbursement of any other costs incurred by the County and approved in writing by the City under this agreement. The City shall render payment within thirty (30) days after receipt of each such invoice or the resolution of any question or dispute regarding an invoice.

(3) The compensation amount shall be reviewed annually adjusted by a written amendment to this agreement as may be agreed upon by the City and County.

B. The City shall pay County annual compensation in the amount of ONE THOUSAND SEVEN HUNDRED SEVENTY SIX Dollars SEVENTY FIVE Cents (\$1,776.75) for wild nuisance animal pick up and/or euthanization by the County within the confines of the City under Paragraph 1. C. of this Agreement.

(1) Annual costs/fees for this service may change from year to year based on the level of wild nuisance animal service provided to City by County during the last year and County will provide notice of said changes to City prior to the renewal time of this Agreement.

(2) The County shall submit quarterly invoices to the City for One Quarter (25%) of the annual fee established under this Agreement for the pick-up and euthanization of wild nuisance animals.

(3) The City shall render payment within thirty (30) days after receipt of each such invoice.

6. Funds Collected by City

Any funds collected or received by the City from the owners or custodians of any animal for dog licenses, exclusive of any fines or costs levied or imposed by any court in any legal action commenced or prosecuted by the City, shall be paid and submitted by the City to the County together with a descriptive record of such funds.

7. Animal Control Officers

A. The City hereby authorizes each of the Animal Control Officers of the County within the jurisdiction and territory of the City to:

(1) Enforce and implement the comprehensive animal control ordinance of the

City;

(2) Issue licenses as provided in this agreement;

(3) Issue citations for violations of the comprehensive animal control ordinance of the City; and

(4) Collect such fees and costs as provided by the comprehensive animal control ordinance of the City.

B. Unless otherwise agreed to by the City Attorney and County Attorney, the Animal Control Officers of the County may, while providing or performing the services described in this agreement, seek and receive the assistance and cooperation of the law enforcement officers or other officials of the City. The decision to render such assistance and the control of any law enforcement officers or other officials of the City shall be made by the City.

C. The Animal Control Officers of the County while providing or performing services under this agreement to the City shall be deemed as employees of the County for all purposes including, but not limited to, Workers Compensation, withholding, salary, insurance, or other benefits.

8. **Procedures**

A. The County shall implement the following procedures in the administration and enforcement of the comprehensive animal control ordinance of the City:

(1) The County shall furnish all necessary receipt books and dog/cat tags for the City.

(2) Receipts for dog and cat licenses sold by the Animal Control Officers of the County shall be issued by those officers.

(3) All fees and funds collected by the Animal Control Officers of the County shall be immediately provided to the Davis County Animal Care and Control Department pursuant to Department policy. The Davis County Animal Care and Control Department will forward all fees and funds to the Davis County Clerk/Auditor pursuant to applicable County policy.

(4) Citations or complaints for the violation of the comprehensive animal control ordinance of the City shall be issued so that the person charged shall be required to appear before the appropriate court.

B. The prosecution of any citations or charges for the violation of the comprehensive animal control ordinance of the City shall be the responsibility of the City Attorney and not the County Attorney. Any fines collected for such violations shall be retained by the City and court, as specified by law, and the County shall have no entitlement to such fines.

9. **Davis County Animal Shelter**

A. The County shall operate and maintain the Davis County Animal Shelter in a humane manner; in compliance with all applicable County and State laws, ordinances, rules, regulations, and standards; and in a sanitary condition.

B. The County shall use humane methods of care, disposition, and euthanasia of any animal received and held by it under this agreement.

10. **Funding**

The services provided and performed under this agreement by the County shall be financed by the County from its General Fund; the compensation and costs reimbursements paid by the City to the County; and the other fees and costs collected under this agreement, such as,

but not limited to, dog and cat licenses and impound and board fees.

11. Separate Legal Entity

No separate legal entity is created by this agreement. To the extent that this agreement requires administration other than as set forth in this agreement, the agreement shall be administered by the County Animal Control Director and the City Manager, or other official designated by the City, acting as joint board for that purpose.

12. Administration

To the extent that this agreement requires administration other than as set forth herein it shall be administered by the County Animal Control Director and the City Manager acting as a joint board for that purpose.

13. Property

It is not contemplated that any real or personal property shall be acquired, held, or disposed of by the parties under this agreement but in the event any such property is acquired, it shall be disposed of in a manner and at a time as mutually agreed to by the parties.

14. Department Status

The County shall provide and perform the services described in this agreement through the Davis County Animal Care and Control Department. The County Animal Control Department shall not be deemed to be a department of the City nor shall its employees or officers be deemed to be officers and employees of the City.

15. Indemnification and Hold Harmless

A. City agrees and promises to Indemnify and hold County, his officers, agents, officials and

employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the City and/or its officers, agents, officials, members, employees, or volunteers.

County agrees and promises to Indemnify and hold City, its officers, agents, officials and employees, and volunteers harmless and release them for and from any liability, costs or expenses arising from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, or compensation, whether or not said actions, causes of action, claims for relief, demands, damages, costs, fees, expenses and/or compensations are known or unknown, are in law or equity, and without limitation, all claims of relief which can be set forth through a complaint or otherwise that may arise out of the acts or omissions, negligent or otherwise of the County and/or his officers, agents, officials, members, employees, and volunteers.

16. Governmental Immunity Act

Because both parties are governmental entities under the *Governmental Immunity Act of Utah*, Utah Code Ann., Section 63G-7-101 et seq., as amended, each party is responsible and liable for any wrongful acts or negligence committed by its own officers, employees, or agents and neither party waives any defense available to it under the *Governmental Immunity Act of Utah*.

17. Governmental Approval, Execution, and Resolutions

This agreement shall be conditioned upon the approval and execution of this agreement by the parties pursuant to and in accordance with the provisions of the *Interlocal Cooperation Act* as set forth in Title 11, Chapter 13, *Utah Code Annotated*, including the adoption of resolutions of approval if such resolutions are required by the *Interlocal Cooperation Act* by the legislative bodies of the parties.

18. **Review by Authorized Attorney**

In accordance with the provisions of Section 11-13-202.5(3), *Utah Code Annotated*, this agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take affect.

19. **Effective Date.**

The effective date of this agreement shall be January 1, 2013.

20. **Termination.**

A. Notwithstanding the provisions of Paragraph 2 of this agreement, this agreement may be terminated at any time by the mutual consent of the parties, or upon six (6) month's written notice thereof by either party given at least six (6) months prior to the end of the term of this agreement.

B. Termination may be with or without cause.

21. **Record of Agreement**

Executed duplicate copies of this agreement shall be filed with the keeper of records of each of the parties.

22. **Relief of Obligation**

This agreement does not in any way relieve either party of any obligation or

responsibility imposed upon it by law.

23. Other Agreements

This agreement abrogates or supersedes any existing agreement between the parties regarding the performance of animal care and control services unless specifically provided otherwise in this agreement or any other subsequent agreement between the parties.

24. Amendments

This agreement may be amended only by the written duly approved agreement of the parties.

25. Severability

If any provisions of this agreement are construed or held by a court of competent jurisdiction to be invalid, the remaining provisions of this agreement shall remain in full force and effect.

26. Third Party Beneficiaries

This agreement is intended for the sole benefit of the parties and does not create or confer, directly or indirectly, any rights, interests, or benefits to any third party.

27. Authorization.

The individuals executing this agreement on behalf of the parties confirm that they are duly authorized representatives of the parties and are lawfully enabled to execute this agreement on behalf of the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in duplicate, each of which shall be deemed an original, on the dates indicated by the signatures of the respective parties.

DAVIS COUNTY

By: _____,
_____, Chair
Davis County Board of County Commissioners
Date: _____, 20__

ATTEST:

Davis County Clerk/Auditor

CITY OF _____

By: _____
Mayor
Date: _____, 20__

ATTEST:

City Recorder

Attorney Review

The undersigned, being the authorized attorney for City of _____, reviewed this Interlocal Cooperation Agreement and found it to be in proper form and compliance with applicable law.

City Attorney

Attorney Review

The undersigned, being the authorized attorney for Davis County, reviewed this Interlocal Cooperation Agreement and found it to be in proper form and compliance with applicable law.

Neal C. Geddes
Deputy Davis County Attorney



SYRACUSE CITY

Syracuse City Special RDA Agenda

March 26, 2013 – Immediately following the Work Session and Special Council Meetings, which begin at 6:00 p.m.

City Council Conference Room

Municipal Building, 1979 W. 1900 S.

1. Meeting called to order
2. Approval of Minutes:
 - a. Special Meeting, November 13, 2012.
3. Public Hearing – Proposed Resolution RDA13-01 amending the Redevelopment Agency Budget for the fiscal year 2012 – 2013.
4. Proposed amendments to the contract with Syracuse Family Fun Center.
5. 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 22<sup>nd</sup> day of March, 2013 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 March 22, 2013.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

March 26, 2013

RDA Agenda Item #2 Approval of Minutes.

*Factual Summation*

- Please see the draft minutes of the following meetings:
  - a. Special Meeting of November 12, 2012
- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.



1 BOARDMEMBER PETERSON MADE A MOTION TO APPROVE THE MINUTES OF THE SPECIAL  
2 MEETINGS OF OCTOBER 9 AND 23, 2012 AS PRESENTED. BOARDMEMBER JOHNSON SECONDED THE  
3 MOTION; ALL VOTED IN FAVOR.

4  
5 [8:51:10 PM](#)

6 3. Consideration of Joint Development Agreement between  
7 Syracuse City RDA and U.S. Cold Storage.

8 A staff memo from City Attorney Will Carlson explained that on August 21, 2012 the RDA for Syracuse approved  
9 the Economic Development Project Area Plan for the SR-193 area. That plan included over 3.2 million dollars dedicated to  
10 tenant outreach.

11 United States Cold Storage (USCS) has purchased approximately half of the project area identified in the plan.  
12 Attached is the development agreement which has been negotiated between city staff and USCS. Substantively, it is an  
13 agreement to reimburse USCS approximately 24% of the property taxes it pays over the course of ten years, up to a  
14 maximum of \$1.2 million dollars. If 24% of the property taxes does not reach \$1.2 million within ten years, USCS will  
15 receive less. If 24% reaches \$1.2 million in less than ten years, the agreement will terminate sooner.

16 Although the USCS development will consist of half the project area property, this agreement uses less than 38% of  
17 the funds available for tenant outreach. Additionally, this agreement includes a penalty for USCS if its trucks use 700 South.

18 [8:51:15 PM](#)

19 BOARDMEMBER DUNCAN MADE A MOTION TO AUTHORIZE MAYOR NAGLE TO EXECUTE JOINT  
20 DEVELOPMENT AGREEMENT BETWEEN SYRACUSE CITY RDA AND NINIGRET. BOARDMEMBER  
21 SHINGLETON SECONDED THE MOTION.

22 [8:51:34 PM](#)

23 Boardmember Duncan stated this item was also discussed in the Council meeting, but he wanted the record to reflect  
24 that the discussion during that meeting focused on the hard points of the agreement and the City did a good job of negotiating  
25 through those issues. He stated this agreement is consistent with and reflects what the RDA has done in prior votes and he is  
26 in favor of continuing what has been done so far.

27 [8:52:02 PM](#)

1 Mayor Nagle stated there has been a motion and a second to authorize execution of the agreement and she called for  
2 a vote. ALL VOTED IN FAVOR.

3

4

5 At [8:52:07 PM](#) p.m. BOARDMEMBER SHINGLETON MADE A MOTION TO ADJOURN.

6 BOARDMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

7

8

9 \_\_\_\_\_  
10 Jamie Nagle  
11 Mayor

\_\_\_\_\_

Cassie Z. Brown, CMC  
City Recorder

11

12

Date approved: \_\_\_\_\_



# COUNCIL AGENDA

March 26, 2013

## Agenda Item #3

Public Hearing – Proposed Resolution RDA13-01 amending the Redevelopment Agency Budget for the fiscal year 2012 – 2013.

### *Factual Summation*

- Any question regarding this agenda item may be directed at Finance Director Stephen Marshall.
- Ed Gertge approached the city council at the March 12, 2013 meeting and requested that the council look at options to further assist with the Syracuse Family Fun Center expansion. He requested additional funds to be front loaded from the RDA or the ability to postpone payment of building fees to a future date in order for him to meet all of the upfront costs of the project.
- Staff was directed by the council to bring options to this meeting to discuss. We had discussed at the last meeting two different options. The first option was to draft a resolution that would allow Ed Gertge to postpone payment of building fees to a future date. Currently our ordinance does not allow for postponement of fees. The second option would be to increase the initial payment from the RDA to help pay the upfront costs of the project.
- My opinion is that of the two options available, the best option for the City would be to frontload the RDA payment. To be clear, this option is definitely feasible; however, as a finance director I am not making this recommendation. I have prepared two PDF files attached with this summation. One shows the current budgets with a \$300,000 payment in FY2013, while the other shows a budget with a \$400,000 payment in FY2013. I have highlighted in yellow all the payments that would be affected by frontloading more money now.

- I briefly discussed at the last council meeting that the city council as the RDA board would need to decide if they wanted to front load additional funds to help pay for the Fun Center expansion. The tradeoff is that there will be less money available in the next few years to spend on other potential projects in the RDA.
- In the event that the city council makes the decision to frontload additional funds to help with the Fun Center expansion, we have set a public hearing for tonight with the option to adjust the RDA budget for FY2013.

***Staff Recommendation***

- ***Funds are available in the RDA that can be used to front load more money for the Fun Center expansion. The decision would need to be made by the city council on whether to approve the additional funds.***

## 1700 South RDA

|                                   | <u>FY2012</u>        | <u>FY2013</u>        | <u>FY2014</u>        | <u>FY2015</u>        | <u>FY2016</u>        | <u>FY2017</u>        | <u>FY2018</u>        |
|-----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Tax Increment Calculation</b>  |                      |                      |                      |                      |                      |                      |                      |
| RDA Area Tax Rate                 | 0.014706             | 0.01459              | 0.01459              | 0.01459              | 0.01459              | 0.01459              | 0.01459              |
| Est. Tax Incremental Value        | \$ 24,653,960        | \$ 22,828,519        | \$ 28,143,663.43     | \$ 27,299,353.53     | \$ 26,480,372.92     | \$ 25,685,961.73     | \$ 24,915,382.88     |
| Percentage of Tax Incr.           | 100%                 | 80%                  | 80%                  | 80%                  | 80%                  | 80%                  | 75%                  |
| <b>Est. Tax Increment</b>         | <b>\$ 362,561.14</b> | <b>\$ 266,454.47</b> | <b>\$ 328,492.84</b> | <b>\$ 318,638.05</b> | <b>\$ 309,078.91</b> | <b>\$ 299,806.55</b> | <b>\$ 272,636.58</b> |
| <b>Fun Center Value Added</b>     | <b>\$ 111,525.81</b> | <b>\$ 83,933.16</b>  | <b>\$ 154,063.14</b> | <b>\$ 149,441.25</b> | <b>\$ 144,958.01</b> | <b>\$ 140,609.27</b> | <b>\$ 127,866.55</b> |
| <b>Revenues</b>                   |                      |                      |                      |                      |                      |                      |                      |
| Tax Increment                     | \$ 362,561.14        | \$ 266,454.47        | \$ 328,492.84        | \$ 318,638.05        | \$ 309,078.91        | \$ 299,806.55        | \$ 272,636.58        |
| Interest                          | \$ 2,730.04          | \$ 3,000.00          | \$ 500.00            | \$ 500.00            | \$ 500.00            | \$ 500.00            | \$ 500.00            |
| <b>Total Revenues</b>             | <b>\$ 365,291.18</b> | <b>\$ 269,454.47</b> | <b>\$ 328,992.84</b> | <b>\$ 319,138.05</b> | <b>\$ 309,578.91</b> | <b>\$ 300,306.55</b> | <b>\$ 273,136.58</b> |
| <b>Expenses</b>                   |                      |                      |                      |                      |                      |                      |                      |
| Infrastructure Impr.              | \$ -                 | \$ 100,000.00        | \$ 100,000.00        | \$ 100,000.00        | \$ 100,000.00        | \$ 50,000.00         | \$ 40,000.00         |
| Beautification & Tentant Outreach | \$ -                 |                      |                      |                      |                      |                      |                      |
| Repayment to Holrob               | \$ 79,392.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 59,544.00         |
| Repayment to City                 | \$ 40,173.00         | \$ 7,930.00          | \$ 7,930.00          | \$ 7,930.00          | \$ 7,930.00          | \$ 7,930.00          | \$ 7,435.00          |
| Repayment to Fun Center           |                      | \$ 300,000.00        | \$ 168,000.00        | \$ 168,000.00        | \$ 168,000.00        | \$ 168,000.00        | \$ 168,000.00        |
| Interest Expense                  |                      |                      |                      |                      |                      |                      |                      |
| Office Supplies/Prof Tech         |                      | \$ 5,000.00          | \$ 2,000.00          | \$ 2,000.00          | \$ 2,000.00          | \$ 2,000.00          | \$ 2,000.00          |
| RDA Management Fee                | \$ 54,384.17         | \$ 39,968.17         | \$ 16,424.64         | \$ 15,931.90         | \$ 15,453.95         | \$ 14,990.33         | \$ 13,631.83         |
| <b>Total Expenses</b>             | <b>\$ 173,949.17</b> | <b>\$ 516,413.17</b> | <b>\$ 357,869.64</b> | <b>\$ 357,376.90</b> | <b>\$ 356,898.95</b> | <b>\$ 306,435.33</b> | <b>\$ 290,610.83</b> |
| Net increase (decrease)           | \$ 191,342.01        | \$ (246,958.70)      | \$ (28,876.80)       | \$ (38,238.85)       | \$ (47,320.03)       | \$ (6,128.78)        | \$ (17,474.25)       |
| Beginning Fund Balance            | \$ 193,229.76        | \$ 384,571.77        | \$ 137,613.07        | \$ 108,736.27        | \$ 70,497.42         | \$ 23,177.39         | \$ 17,048.60         |
| Change in Fund Balance            | \$ 191,342.01        | \$ (246,958.70)      | \$ (28,876.80)       | \$ (38,238.85)       | \$ (47,320.03)       | \$ (6,128.78)        | \$ (17,474.25)       |
| Ending Fund Balance               | \$ 384,571.77        | \$ 137,613.07        | \$ 108,736.27        | \$ 70,497.42         | \$ 23,177.39         | \$ 17,048.60         | \$ (425.65)          |

## 1700 South RDA

| <u>FY2019</u>           | <u>FY2020</u>           | <u>FY2021</u>           | <u>FY2022</u>           | <u>FY2023</u>           | <u>FY2024</u>           | <u>FY2025</u>           | <u>FY2026</u>           |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 |
| \$ 24,167,921.40<br>75% | \$ 23,442,883.75<br>75% | \$ 22,739,597.24<br>75% | \$ 22,057,409.32<br>75% | \$ 21,395,687.04<br>70% | \$ 20,753,816.43<br>70% | \$ 20,131,201.94<br>70% | \$ 19,527,265.88<br>70% |
| \$ 264,457.48           | \$ 256,523.76           | \$ 248,828.04           | \$ 241,363.20           | \$ 218,514.15           | \$ 211,958.73           | \$ 205,599.97           | \$ 199,431.97           |
| \$ 124,030.56           | \$ 120,309.64           | \$ 116,700.35           | \$ 113,199.34           | \$ 102,483.14           | \$ 99,408.64            | \$ 96,426.38            | \$ 93,533.59            |
| \$ 264,457.48           | \$ 256,523.76           | \$ 248,828.04           | \$ 241,363.20           | \$ 218,514.15           | \$ 211,958.73           | \$ 205,599.97           | \$ 199,431.97           |
| \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               |
| <u>\$ 264,957.48</u>    | <u>\$ 257,023.76</u>    | <u>\$ 249,328.04</u>    | <u>\$ 241,863.20</u>    | <u>\$ 219,014.15</u>    | <u>\$ 212,458.73</u>    | <u>\$ 206,099.97</u>    | <u>\$ 199,931.97</u>    |
| \$ 75,000.00            | \$ 75,000.00            | \$ 75,000.00            | \$ 75,000.00            | \$ 75,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            |
| \$ 59,544.00            | \$ 59,544.00            | \$ 59,544.00            | \$ 59,544.00            | \$ 55,575.00            | \$ 45,550.00            | \$ -                    | \$ -                    |
| \$ 7,435.00             | \$ 7,435.00             | \$ 7,435.00             | \$ 7,435.00             | \$ 6,939.00             | \$ 10,025.00            | \$ 62,514.00            | \$ 62,514.00            |
| \$ 96,000.00            | \$ 96,000.00            | \$ 90,000.00            | \$ 90,000.00            | \$ 84,000.00            | \$ 84,000.00            | \$ 72,000.00            | \$ 72,000.00            |
| \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             |
| \$ 13,222.87            | \$ 12,826.19            | \$ 12,441.40            | \$ 12,068.16            | \$ 10,925.71            | \$ 10,597.94            | \$ 10,280.00            | \$ 9,971.60             |
| <u>\$ 253,201.87</u>    | <u>\$ 252,805.19</u>    | <u>\$ 246,420.40</u>    | <u>\$ 246,047.16</u>    | <u>\$ 234,439.71</u>    | <u>\$ 202,172.94</u>    | <u>\$ 196,794.00</u>    | <u>\$ 196,485.60</u>    |
| \$ 11,755.61            | \$ 4,218.57             | \$ 2,907.64             | \$ (4,183.96)           | \$ (15,425.56)          | \$ 10,285.79            | \$ 9,305.97             | \$ 3,446.37             |
| \$ (425.65)             | \$ 11,329.96            | \$ 15,548.53            | \$ 18,456.17            | \$ 14,272.21            | \$ (1,153.35)           | \$ 9,132.44             | \$ 18,438.41            |
| \$ 11,755.61            | \$ 4,218.57             | \$ 2,907.64             | \$ (4,183.96)           | \$ (15,425.56)          | \$ 10,285.79            | \$ 9,305.97             | \$ 3,446.37             |
| <u>\$ 11,329.96</u>     | <u>\$ 15,548.53</u>     | <u>\$ 18,456.17</u>     | <u>\$ 14,272.21</u>     | <u>\$ (1,153.35)</u>    | <u>\$ 9,132.44</u>      | <u>\$ 18,438.41</u>     | <u>\$ 21,884.78</u>     |

## 1700 South RDA

| <u>FY2027</u>           | <u>FY2028</u>           | <u>FY2029</u>           | <u>FY2030</u>           | <u>FY2031</u>           | <u>FY2032</u>           |                        |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|------------------------|
| 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 |                        |
| \$ 18,941,447.90<br>70% | \$ 18,373,204.47<br>60% | \$ 17,822,008.33<br>60% | \$ 17,287,348.08<br>60% | \$ 16,768,727.64<br>60% | \$ 16,265,665.81<br>60% |                        |
| <b>\$ 193,449.01</b>    | <b>\$ 160,839.03</b>    | <b>\$ 156,013.86</b>    | <b>\$ 151,333.45</b>    | <b>\$ 146,793.44</b>    | <b>\$ 142,389.64</b>    | <b>\$ 4,955,164.25</b> |
| <b>\$ 90,727.58</b>     | <b>\$ 75,433.51</b>     | <b>\$ 73,170.50</b>     | <b>\$ 70,975.39</b>     | <b>\$ 68,846.12</b>     | <b>\$ 66,780.74</b>     | <b>\$ 2,224,422.69</b> |
| \$ 193,449.01           | \$ 160,839.03           | \$ 156,013.86           | \$ 151,333.45           | \$ 146,793.44           | \$ 142,389.64           |                        |
| \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               |                        |
| <u>\$ 193,949.01</u>    | <u>\$ 161,339.03</u>    | <u>\$ 156,513.86</u>    | <u>\$ 151,833.45</u>    | <u>\$ 147,293.44</u>    | <u>\$ 142,889.64</u>    |                        |
| \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 35,000.00            | \$ 53,663.28            | <b>\$ 1,303,663.28</b> |
| \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |                        |
| \$ 62,514.00            | \$ 44,653.00            | \$ 53,583.00            | \$ 53,583.00            | \$ 53,583.00            | \$ 53,583.00            |                        |
| <b>\$ 60,000.00</b>     | <b>\$ 60,000.00</b>     | <b>\$ 60,000.00</b>     | <b>\$ 48,000.00</b>     | <b>\$ 48,000.00</b>     | <b>\$ 30,000.00</b>     | <b>\$ 2,130,000.00</b> |
| \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             |                        |
| \$ 9,672.45             | \$ 8,041.95             | \$ 7,800.69             | \$ 7,566.67             | \$ 7,339.67             | \$ 7,119.48             |                        |
| <u>\$ 184,186.45</u>    | <u>\$ 164,694.95</u>    | <u>\$ 173,383.69</u>    | <u>\$ 161,149.67</u>    | <u>\$ 145,922.67</u>    | <u>\$ 146,365.76</u>    |                        |
| \$ 9,762.56             | \$ (3,355.92)           | \$ (16,869.83)          | \$ (9,316.23)           | \$ 1,370.77             | \$ (3,476.12)           |                        |
| \$ 21,884.78            | \$ 31,647.33            | \$ 28,291.42            | \$ 11,421.58            | \$ 2,105.36             | \$ 3,476.13             |                        |
| \$ 9,762.56             | \$ (3,355.92)           | \$ (16,869.83)          | \$ (9,316.23)           | \$ 1,370.77             | \$ (3,476.12)           |                        |
| <u>\$ 31,647.33</u>     | <u>\$ 28,291.42</u>     | <u>\$ 11,421.58</u>     | <u>\$ 2,105.36</u>      | <u>\$ 3,476.13</u>      | <u>\$ 0.00</u>          |                        |

## 1700 South RDA

|                                   | <u>FY2012</u>        | <u>FY2013</u>        | <u>FY2014</u>        | <u>FY2015</u>        | <u>FY2016</u>        | <u>FY2017</u>        | <u>FY2018</u>        |
|-----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <b>Tax Increment Calculation</b>  |                      |                      |                      |                      |                      |                      |                      |
| RDA Area Tax Rate                 | 0.014706             | 0.01459              | 0.01459              | 0.01459              | 0.01459              | 0.01459              | 0.01459              |
| Est. Tax Incremental Value        | \$ 24,653,960        | \$ 22,828,519        | \$ 28,143,663.43     | \$ 27,299,353.53     | \$ 26,480,372.92     | \$ 25,685,961.73     | \$ 24,915,382.88     |
| Percentage of Tax Incr.           | 100%                 | 80%                  | 80%                  | 80%                  | 80%                  | 80%                  | 75%                  |
| <b>Est. Tax Increment</b>         | <b>\$ 362,561.14</b> | <b>\$ 266,454.47</b> | <b>\$ 328,492.84</b> | <b>\$ 318,638.05</b> | <b>\$ 309,078.91</b> | <b>\$ 299,806.55</b> | <b>\$ 272,636.58</b> |
| <b>Fun Center Value Added</b>     | <b>\$ 111,525.81</b> | <b>\$ 83,933.16</b>  | <b>\$ 154,063.14</b> | <b>\$ 149,441.25</b> | <b>\$ 144,958.01</b> | <b>\$ 140,609.27</b> | <b>\$ 127,866.55</b> |
| <b>Revenues</b>                   |                      |                      |                      |                      |                      |                      |                      |
| Tax Increment                     | \$ 362,561.14        | \$ 266,454.47        | \$ 328,492.84        | \$ 318,638.05        | \$ 309,078.91        | \$ 299,806.55        | \$ 272,636.58        |
| Interest                          | \$ 2,730.04          | \$ 3,000.00          | \$ 500.00            | \$ 500.00            | \$ 500.00            | \$ 500.00            | \$ 500.00            |
| <b>Total Revenues</b>             | <b>\$ 365,291.18</b> | <b>\$ 269,454.47</b> | <b>\$ 328,992.84</b> | <b>\$ 319,138.05</b> | <b>\$ 309,578.91</b> | <b>\$ 300,306.55</b> | <b>\$ 273,136.58</b> |
| <b>Expenses</b>                   |                      |                      |                      |                      |                      |                      |                      |
| Infrastructure Impr.              | \$ -                 | \$ 100,000.00        | \$ 100,000.00        | \$ 50,000.00         | \$ 50,000.00         | \$ 50,000.00         | \$ 40,000.00         |
| Beautification & Tentant Outreach | \$ -                 |                      |                      |                      |                      |                      |                      |
| Repayment to Holrob               | \$ 79,392.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 63,515.00         | \$ 59,544.00         |
| Repayment to City                 | \$ 40,173.00         | \$ 7,930.00          | \$ 7,930.00          | \$ 7,930.00          | \$ 7,930.00          | \$ 7,930.00          | \$ 7,435.00          |
| Repayment to Fun Center           |                      | \$ 400,000.00        | \$ 168,000.00        | \$ 168,000.00        | \$ 168,000.00        | \$ 168,000.00        | \$ 168,000.00        |
| Interest Expense                  |                      |                      |                      |                      |                      |                      |                      |
| Office Supplies/Prof Tech         |                      | \$ 5,000.00          | \$ 2,000.00          | \$ 2,000.00          | \$ 2,000.00          | \$ 2,000.00          | \$ 2,000.00          |
| RDA Management Fee                | \$ 54,384.17         | \$ 39,968.17         | \$ 16,424.64         | \$ 15,931.90         | \$ 15,453.95         | \$ 14,990.33         | \$ 13,631.83         |
| <b>Total Expenses</b>             | <b>\$ 173,949.17</b> | <b>\$ 616,413.17</b> | <b>\$ 357,869.64</b> | <b>\$ 307,376.90</b> | <b>\$ 306,898.95</b> | <b>\$ 306,435.33</b> | <b>\$ 290,610.83</b> |
| Net increase (decrease)           | \$ 191,342.01        | \$ (346,958.70)      | \$ (28,876.80)       | \$ 11,761.15         | \$ 2,679.97          | \$ (6,128.78)        | \$ (17,474.25)       |
| Beginning Fund Balance            | \$ 193,229.76        | \$ 384,571.77        | \$ 37,613.07         | \$ 8,736.27          | \$ 20,497.42         | \$ 23,177.39         | \$ 17,048.60         |
| Change in Fund Balance            | \$ 191,342.01        | \$ (346,958.70)      | \$ (28,876.80)       | \$ 11,761.15         | \$ 2,679.97          | \$ (6,128.78)        | \$ (17,474.25)       |
| Ending Fund Balance               | \$ 384,571.77        | \$ 37,613.07         | \$ 8,736.27          | \$ 20,497.42         | \$ 23,177.39         | \$ 17,048.60         | \$ (425.65)          |

## 1700 South RDA

| <u>FY2019</u>           | <u>FY2020</u>           | <u>FY2021</u>           | <u>FY2022</u>           | <u>FY2023</u>           | <u>FY2024</u>           | <u>FY2025</u>           | <u>FY2026</u>           |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 |
| \$ 24,167,921.40<br>75% | \$ 23,442,883.75<br>75% | \$ 22,739,597.24<br>75% | \$ 22,057,409.32<br>75% | \$ 21,395,687.04<br>70% | \$ 20,753,816.43<br>70% | \$ 20,131,201.94<br>70% | \$ 19,527,265.88<br>70% |
| \$ 264,457.48           | \$ 256,523.76           | \$ 248,828.04           | \$ 241,363.20           | \$ 218,514.15           | \$ 211,958.73           | \$ 205,599.97           | \$ 199,431.97           |
| \$ 124,030.56           | \$ 120,309.64           | \$ 116,700.35           | \$ 113,199.34           | \$ 102,483.14           | \$ 99,408.64            | \$ 96,426.38            | \$ 93,533.59            |
| \$ 264,457.48           | \$ 256,523.76           | \$ 248,828.04           | \$ 241,363.20           | \$ 218,514.15           | \$ 211,958.73           | \$ 205,599.97           | \$ 199,431.97           |
| \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               |
| <u>\$ 264,957.48</u>    | <u>\$ 257,023.76</u>    | <u>\$ 249,328.04</u>    | <u>\$ 241,863.20</u>    | <u>\$ 219,014.15</u>    | <u>\$ 212,458.73</u>    | <u>\$ 206,099.97</u>    | <u>\$ 199,931.97</u>    |
| \$ 75,000.00            | \$ 75,000.00            | \$ 75,000.00            | \$ 75,000.00            | \$ 75,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            |
| \$ 59,544.00            | \$ 59,544.00            | \$ 59,544.00            | \$ 59,544.00            | \$ 55,575.00            | \$ 45,550.00            | \$ -                    | \$ -                    |
| \$ 7,435.00             | \$ 7,435.00             | \$ 7,435.00             | \$ 7,435.00             | \$ 6,939.00             | \$ 10,025.00            | \$ 62,514.00            | \$ 62,514.00            |
| \$ 96,000.00            | \$ 96,000.00            | \$ 90,000.00            | \$ 90,000.00            | \$ 84,000.00            | \$ 84,000.00            | \$ 72,000.00            | \$ 72,000.00            |
| \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             |
| \$ 13,222.87            | \$ 12,826.19            | \$ 12,441.40            | \$ 12,068.16            | \$ 10,925.71            | \$ 10,597.94            | \$ 10,280.00            | \$ 9,971.60             |
| <u>\$ 253,201.87</u>    | <u>\$ 252,805.19</u>    | <u>\$ 246,420.40</u>    | <u>\$ 246,047.16</u>    | <u>\$ 234,439.71</u>    | <u>\$ 202,172.94</u>    | <u>\$ 196,794.00</u>    | <u>\$ 196,485.60</u>    |
| \$ 11,755.61            | \$ 4,218.57             | \$ 2,907.64             | \$ (4,183.96)           | \$ (15,425.56)          | \$ 10,285.79            | \$ 9,305.97             | \$ 3,446.37             |
| \$ (425.65)             | \$ 11,329.96            | \$ 15,548.53            | \$ 18,456.17            | \$ 14,272.21            | \$ (1,153.35)           | \$ 9,132.44             | \$ 18,438.41            |
| \$ 11,755.61            | \$ 4,218.57             | \$ 2,907.64             | \$ (4,183.96)           | \$ (15,425.56)          | \$ 10,285.79            | \$ 9,305.97             | \$ 3,446.37             |
| <u>\$ 11,329.96</u>     | <u>\$ 15,548.53</u>     | <u>\$ 18,456.17</u>     | <u>\$ 14,272.21</u>     | <u>\$ (1,153.35)</u>    | <u>\$ 9,132.44</u>      | <u>\$ 18,438.41</u>     | <u>\$ 21,884.78</u>     |

## 1700 South RDA

| <u>FY2027</u>           | <u>FY2028</u>           | <u>FY2029</u>           | <u>FY2030</u>           | <u>FY2031</u>           | <u>FY2032</u>           |                 |
|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-------------------------|-----------------|
| 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 | 0.01459                 |                 |
| \$ 18,941,447.90<br>70% | \$ 18,373,204.47<br>60% | \$ 17,822,008.33<br>60% | \$ 17,287,348.08<br>60% | \$ 16,768,727.64<br>60% | \$ 16,265,665.81<br>60% |                 |
| \$ 193,449.01           | \$ 160,839.03           | \$ 156,013.86           | \$ 151,333.45           | \$ 146,793.44           | \$ 142,389.64           | \$ 4,955,164.25 |
| \$ 90,727.58            | \$ 75,433.51            | \$ 73,170.50            | \$ 70,975.39            | \$ 68,846.12            | \$ 66,780.74            | \$ 2,224,422.69 |
| \$ 193,449.01           | \$ 160,839.03           | \$ 156,013.86           | \$ 151,333.45           | \$ 146,793.44           | \$ 142,389.64           |                 |
| \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               | \$ 500.00               |                 |
| <u>\$ 193,949.01</u>    | <u>\$ 161,339.03</u>    | <u>\$ 156,513.86</u>    | <u>\$ 151,833.45</u>    | <u>\$ 147,293.44</u>    | <u>\$ 142,889.64</u>    |                 |
| \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 50,000.00            | \$ 100,000.00           | \$ 88,663.28            | \$ 1,303,663.28 |
| \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -                    |                 |
| \$ 62,514.00            | \$ 44,653.00            | \$ 53,583.00            | \$ 53,583.00            | \$ 53,583.00            | \$ 53,583.00            |                 |
| \$ 60,000.00            | \$ 60,000.00            | \$ 60,000.00            | \$ 26,000.00            |                         |                         | \$ 2,130,000.00 |
| \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             | \$ 2,000.00             |                 |
| \$ 9,672.45             | \$ 8,041.95             | \$ 7,800.69             | \$ 7,566.67             | \$ 7,339.67             | \$ 7,119.48             |                 |
| <u>\$ 184,186.45</u>    | <u>\$ 164,694.95</u>    | <u>\$ 173,383.69</u>    | <u>\$ 139,149.67</u>    | <u>\$ 162,922.67</u>    | <u>\$ 151,365.76</u>    |                 |
| \$ 9,762.56             | \$ (3,355.92)           | \$ (16,869.83)          | \$ 12,683.77            | \$ (15,629.23)          | \$ (8,476.12)           |                 |
| \$ 21,884.78            | \$ 31,647.33            | \$ 28,291.42            | \$ 11,421.58            | \$ 24,105.36            | \$ 8,476.13             |                 |
| \$ 9,762.56             | \$ (3,355.92)           | \$ (16,869.83)          | \$ 12,683.77            | \$ (15,629.23)          | \$ (8,476.12)           |                 |
| <u>\$ 31,647.33</u>     | <u>\$ 28,291.42</u>     | <u>\$ 11,421.58</u>     | <u>\$ 24,105.36</u>     | <u>\$ 8,476.13</u>      | <u>\$ 0.00</u>          |                 |

**RESOLUTION RDA13-01**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SYRACUSE CITY REDEVELOPMENT AGENCY ADJUSTING THE ANNUAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2013.**

**WHEREAS**, the Uniform Budgetary Procedures set forth in State Statute 10-6-128 allow for amendments and increases to individual fund budgets; and

**WHEREAS**, on March 26, 2013, the City Council held a public hearing to allow interested persons in attendance an opportunity to be heard for or against the proposed budgetary changes; and

**WHEREAS**, the City Council has determined that approval of the budgetary amendments will promote the orderly operation of the City;

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY COUNCIL OF SYRACUSE DAVIS COUNTY, STATE OF UTAH, AS FOLLOWS:**

**SECTION 1: Amendments.** The following adjustments to the Redevelopment Budget are hereby made for the Fiscal Year 2013 operating budget.

- See attachment

**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 upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 26<sup>th</sup> DAY OF March, 2013.**

**SYRACUSE CITY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, City Recorder

By: \_\_\_\_\_  
Jamie Nagle, Mayor

# Syracuse City

## FY 2013 Budget Adjustments



|                                                | <u>Original Budget</u> | <u>Amended Budget</u> | <u>Increase / (Decrease)</u> |
|------------------------------------------------|------------------------|-----------------------|------------------------------|
| <b>RDA Fund</b>                                |                        |                       |                              |
| <b><u>Expenditure adjustments:</u></b>         |                        |                       |                              |
| Repayments to Financers                        | 389,305.00             | 489,305.00            | 100,000.00                   |
|                                                |                        |                       | <u>100,000.00</u>            |
|                                                | <u>Revenue</u>         | <u>Expenses</u>       |                              |
| RDA Fund net change                            | -                      | 100,000.00            | (100,000.00)                 |
| Beginning fund overage                         |                        |                       | (269,555.00)                 |
|                                                |                        |                       | <u>(369,555.00)</u>          |
| Overall fund deficit to come from fund balance |                        |                       | (369,555.00)                 |



# COUNCIL AGENDA

March 26, 2013

Agenda Item #4                      Proposed amendments to the contract with  
Syracuse Family Fun Center.

## *Factual Summation*

- Any question regarding this agenda item may be directed at Finance Director Stephen Marshall or City Attorney Will Carlson.
- Staff is recommending making a few changes to the contract agreement between Syracuse City and Syracuse Family Fun Center. The project has been postponed due to issues with securing the financing to fund the expansion. As such, the contract needs to be modified to change the expected completion date to November 30, 2013 and the payment of fees date to no later than July 1, 2013. These changes will ensure that the construction can be completed in a reasonable amount of time.
- If the city council makes the decision to front load more money from the RDA, the contract will need to be amended to consider the increase in the amount of funding approved. Currently the amount for FY2013 is \$300,000.

## *Staff Recommendation*

- ***We recommend making changes as outlined in blue in the attached contract. If the city council approves front loading additional funds for the Syracuse Family Fun Center expansion, then those changes will also need to be changed in the contract.***

AGREEMENT FOR THE EXPANSION OF THE SYRACUSE FAMILY  
FUN CENTER

This Agreement for the Development of the Syracuse Family Fun Center site (this “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, [2012-2013](#) (the “Effective Date”), by and among SYRACUSE FAMILY FUN CENTER, a limited liability company (the “Developer”), and the REDEVELOPMENT AGENCY OF SYRACUSE CITY, a body corporate and politic of the State of Utah (the “Agency”).

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

RECITALS

- A. In furtherance of the objectives of the Community Development and Renewal Agencies Act, Utah Code Ann. § 17C-3-101, et. seq. (the “Act”), the Agency has undertaken the creation of a redevelopment project area for the development of a certain geographic area known as the “Town Center Project Area” (the “Project Area”), located in Syracuse, Utah; and
- B. The Agency has approved and the City Council of the City has adopted a redevelopment plan which is attached hereto as Exhibit A (the “Redevelopment Plan”) providing for the development of real property located in the Project Area and the future use of such land; and
- C. The Developer desires to expand the Syracuse Family Fun Center (“Expansion”) by adding 80,000 square feet (“sf”) of recreational space as follows:
  - 1. 24,000 sf aquatic center; and
  - 2. 56,000 sf of additional activities, including:
    - a. 28,000 sf of Go-Karts and race track (adult and kiddie-kart size); and
    - b. 28,000 sf with a combination of activities such as:
      - i. Bounce toys;
      - ii. Bowling;
      - iii. Batting cages; and

iv. Locker rooms; and

- D. The Agency believes that the expansion of the Syracuse Family Fun Center is in the vital and best interests of the Agency, and in the best interests of the health, safety, and welfare of community residents, and in accord with the public purposes and provisions of the applicable laws of the State of Utah (the “State”) and requirements under which the Project Area and its development is undertaken and is being assisted by the Agency; and
- E. On the basis of the foregoing and the undertakings of the Developer pursuant to this Agreement, and to enable the Agency to achieve the objectives of the Redevelopment Plan, the Agency is willing, in the manner set forth herein, to assist the Developer in the expansion of the Syracuse Family Fun Center for the purpose of accomplishing the provisions of the Redevelopment Plan, and the provisions of this Agreement;

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

#### ARTICLE I: DEVELOPER’S OBLIGATIONS

Section 1.1 The Developer hereby agrees to the following:

- A. Development of Facilities. The Developer shall construct, and maintain the following facilities for a minimum useful life of twenty [20] years at the Syracuse Family Fun Center:
- i. *Aquatic Center.* A 24,000 square foot Aquatic Center will be constructed substantially in accordance with the zoning, subdivision, development, growth management, transportation, environmental, open space, and other land use plans, policies, processes, ordinances, and regulations in existence and effective on the date of final approval of this Agreement, and applying the terms and conditions of this Agreement.

- ii. *Additional Facilities.* An additional 56,000 square feet of space for additional recreational activities, to include but not be limited to: A go-kart race track 28,000 sf in size; bounce toys;; bowling alley; batting cages; and locker room facilities for the aquatic center. Such expansion shall be constructed substantially in accordance with the zoning, subdivision, development, growth management, transportation, environmental, open space, and other land use plans, policies, processes, ordinances, and regulations in existence and effective on the date of final approval of this Agreement, and applying the terms and conditions of this Agreement.
  - iii. *Development Infrastructure/On-site Improvements.* The Developer shall construct and develop, in accordance with all applicable city standards, all on-site improvements, including but not limited to, storm water detention facilities, drainage facilities, sidewalks, curb and gutter, roads both ingress and egress as required to access the Syracuse Family Fun Center, landscaping, trails, water systems, sanitary sewer, street lighting, fencing and/or walls, flood control and other improvements required by Syracuse as part of the Site Plan and subdivision approval process. All required onsite improvements shall be completed prior to the date the City issues an occupancy permit (the “Operational Date”).
- B. *Increase Assessed Value.* The Developer agrees to construct expansions of not less than six million dollars (\$6,000,000) of incremental assessed value related to the Syracuse Family Fun Center on or before ~~May 31~~November 30, 2013.
- C. *Payment of Fees.* The Developer shall, on or before ~~\_\_\_\_\_~~July 1, 2013, pay all required building permit fees, site plan review fees, impact fees, development fees, and other fees required by Syracuse or other governmental agencies and organizations. In the event the fees are not paid prior to settlement of the Property Tax Rebate (as defined herein), the Agency shall be able to deduct the payment of said fees from

the Property Tax Rebate.

D. Payment of Ad Valorem Taxes and Supplemental Payments.

The Developer shall pay all real and personal property taxes (the “ad valorem taxes”) for the Syracuse Family Fun Center site based on the taxable value of the Syracuse Family Fun Center site (the “Assessed Taxable Value”) for the 2013 year time period. 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 Syracuse Family Fun Center, any of the improvements, and any personal property on site shall be paid annually by the Developer or current owner on or before the due date which is currently set by law as November 30th. The Developer shall have the right to protest or appeal the amount of Assessed Taxable Value and taxes levied against the Syracuse Family Fun Center Property by the County Assessor, State Tax Commission or any lawful entity authorized by law to determine the ad valorem taxes against the Syracuse Family Fun Center site, the improvements, personal property on the Syracuse Family Fun Center 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) calendar days of the Developer’s or then 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 objection to the amount of assessment or taxes which should or should not be assessed against the real or personal property of the Syracuse Family Fun Center site.

E. Developer hereby agrees to reasonably cooperate with Syracuse Parks and Recreation Department, Syracuse High School, and

the Davis County School District to seek out and provide opportunities to residents and students for programs uniquely available to communities with swimming pools.

ARTICLE II

AGENCY OBLIGATIONS AND UNDERTAKINGS

Section 2.1 Agency Rebate to Developer. The Agency has created the Project Area for improvements related to the Syracuse Town Center. In consideration of the Developer’s performance of its obligations under this Agreement, and subject to the conditions, terms and limitations set forth in this Agreement, including those set forth in Article I, the Agency agrees to rebate to the Developer no more than two million one hundred thirty thousand dollars (\$2,130,000) 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:

| Fiscal Year<br>July 1 – Jun<br>30 | Projected taxes<br>received by<br>Agency | % of tax<br>increment<br>received by<br>Agency | Rebate<br>amount to<br>Developer |
|-----------------------------------|------------------------------------------|------------------------------------------------|----------------------------------|
| FY 2013                           | \$358,883.57                             | 100%                                           | \$300,000.00                     |
| FY 2014                           | \$430,117.39                             | 100%                                           | \$168,000.00                     |
| FY 2015                           | \$408,668.52                             | 100%                                           | \$168,000.00                     |
| FY 2016                           | \$388,235.10                             | 100%                                           | \$168,000.00                     |
| FY 2017                           | \$368,823.34                             | 100%                                           | \$168,000.00                     |
| FY 2018                           | \$280,305.74                             | 80%                                            | \$168,000.00                     |
| FY 2019                           | \$266,290.45                             | 80%                                            | \$96,000.00                      |
| FY 2020                           | \$252,975.93                             | 80%                                            | \$96,000.00                      |
| FY 2021                           | \$225,306.69                             | 75%                                            | \$90,000.00                      |
| FY 2022                           | \$214,041.35                             | 75%                                            | \$90,000.00                      |
| FY 2023                           | \$189,783.33                             | 70%                                            | \$84,000.00                      |
| FY 2024                           | \$180,294.17                             | 70%                                            | \$84,000.00                      |
| FY 2025                           | \$146,810.96                             | 60%                                            | \$72,000.00                      |
| FY 2026                           | \$139,470.42                             | 60%                                            | \$72,000.00                      |
| FY 2027                           | \$110,414.08                             | 50%                                            | \$60,000.00                      |
| FY 2028                           | \$104,893.38                             | 50%                                            | \$60,000.00                      |

|              |                       |            |                       |
|--------------|-----------------------|------------|-----------------------|
| FY 2029      | \$99,648.71           | 50%        | \$60,000.00           |
| FY 2030      | \$75,733.02           | 40%        | \$48,000.00           |
| FY 2031      | \$71,946.37           | 40%        | \$48,000.00           |
| FY 2032      | \$63,222.87           | 37%        | \$30,000.00           |
| <b>TOTAL</b> | <b>\$4,375,875.39</b> | <b>N/A</b> | <b>\$2,130,000.00</b> |

A. Projected taxes received is an estimate. The projected taxes received is an estimate based on several assumptions, including but not limited to the following: Davis County will assess an increased value to the Syracuse Family Fun Center site of at least six million dollars (\$6,000,000.00) the tax rates will stay the same over the next twenty years; and property values will depreciate at a rate of 5 percent per year. Several variables will affect the tax amount received by the agency and in no case shall the Agency provide a rebate to Developer greater than the amount the Agency receives for the project area in any given fiscal year.

B. Rebate to Developer. In no case shall the rebate payments to Developer exceed the annual or total Syracuse Family Fun Center portions identified above, a maximum total sum of two million one hundred thirty thousand dollars (\$2,130,000), regardless of the amount of taxes received by the Agency. In the event the increased assessment of the Syracuse Family Fun Center is less than six million dollars between tax years 2012 and 2014, the rebated funds to Developer shall be decreased. In the event the Agency receives less than the projected taxes for the project area as identified herein, the rebated funds to Developer shall be decreased. The decreased rebate amount shall be determined by the following equations.

- a. In case of an assessed increased value of less than six million dollars, the proportion of the identified rebate amount shall be determined by dividing the product of three hundred fifty five thousandths and the increase in assessed value between tax years 2012 and 2014 by two million one hundred thirty thousand, or  $(\text{increase assessed value} \times .355) / 2,130,000 =$  proportion of identified rebate which Developer shall receive.
- b. In case of the Agency receiving less than the projected taxes for the project area in any given year, the proportion of the

identified rebate amount shall be determined by dividing the actual received taxes for the project area by the projected received taxes for the project area, or actual taxes received / projected taxes received = proportion of identified rebate which Developer shall receive.

- C. Public Financing. The Agency, as an inducement to the Developer to expand the Syracuse Family Fun Center in accordance with this 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. Beginning in fiscal year 2014, the dollar amount rebated to Developer by the agency will be exclusively dependent upon the available tax increment provided to the Agency by the Project Area. At the time that the Developer has been rebated a total value of two million one hundred thirty thousand dollars (\$2,130,000), all further rebates to Developer shall cease under this agreement.
- D. Payments of Rebate. The total costs related to the Syracuse Family Fun Center are estimated at \_\_\_\_\_ dollars (\$\_\_\_\_\_). The Developer shall provide verification that \_\_\_\_\_ dollars (\$\_\_\_\_\_ ) of private financing has been secured, which shall be made available, from time to time, upon fulfillment of certain customary construction funding conditions. Upon receiving evidence of private financing, the Agency shall provide the rebate for Fiscal Year 2013. For each subsequent fiscal year, the Agency shall provide the rebate on or before April 1.
- E. Issuance of Permits/Approval of Site Plan. The Agency will cooperate with the Developer, as requested in obtaining necessary approval of the Site Plan, zoning approval, and the issuance of building permits, and other planning requirements necessary for the Developer to construct the improvements outlined in this Agreement. The Agency reserves the right to review and approve the conceptual and final plan and drawings for the Syracuse Family Fun Center. The Agency agrees any approval required by the Agency shall not be unreasonably withheld, conditioned or delayed.

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F. 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 incurs other obligations or dedicates funds for projects outside this agreement and does not have funds to make the rebate payment through no fault of the Developer, the Agency will make up the deficiency between what was paid and what was calculated as owed to the developer in later years, until the deficiency has been paid in full.

### ARTICLE III: CONSTRUCTION REQUIREMENTS

Section 3.1 Issuance of Permits. The Developer shall have the sole responsibility of obtaining all necessary permits and approvals to construct the improvements and shall make application for such permits and approvals directly to Syracuse and other appropriate agencies and departments.

Section 3.2 Times for Construction. The Developer agrees that it shall promptly begin and diligently prosecute to completion the expansion of the Syracuse Family Fun Center and that such construction shall be completed no later than ~~May 31~~November 30, 2013 unless such date is extended by the Agency, or the Developer is unable to timely undertake or complete the Improvements because of any of the reasons set forth in the Agreement herein. The Developer understands and agrees that time is of the essence of this Agreement. Developer acknowledges and agrees that unless the Project is timely constructed and completed and becomes part of Davis County's final assessment tax roll, the available tax increment necessary to pay the Agency obligations will not materialize, and the Agency would be unable to receive and pay its obligations.

Section 3.3 Access to Site. The completion of the Project and the work of the Developer 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 IV: REMEDIES

Section 4.1 Default by Developer; No Construction. If the Developer defaults or breaches any of its obligations contained in this Agreement and does not timely cure such default or breach as provided in this Agreement after the expiration of all applicable notice and cure periods, then the Agency may terminate this Agreement. The Agency may also seek repayment of any paid portion of the tax increment identified herein by all means available.

Section 4.2 General Remedies; Agency and Developer. Subject to the other provisions of this Article V, in the event of any default or breach of this Agreement or any of its terms, covenants or conditions by any Party hereto, such Party shall, upon written notice from the other Party(ies), 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) day period, within sixty (60) days provided that such cure is commenced within a thirty (30) day period and diligently pursue to completion, unless a longer period of time is agreed to by the Parties in writing. In case such action is not taken, or diligently pursued, or the default or breach shall not be cured or remedied within the time periods provided above, the aggrieved Party may institute such proceedings as may be necessary or desirable, at its option, to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default which is not cured within the time limits contained in this Agreement, the non-defaulting Party may, at its option, take such action as allowed by law, in equity and/or provided for in this Agreement. 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 4.3 Extensions by Agency. The Agency may in writing extend the time for the Developer's performance of any term, covenant or condition of this Agreement or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the parties provided, however, that any such extension or permissive curing of any particular default shall not operate to release any of the Developer's obligations nor

constitute a waiver of the Agency’s rights with respect to any other term, covenant or condition of this Agreement or any other default in, or breach of, this Agreement.

Section 4.4 Remedies Cumulative/Non-Waiver. The rights and remedies of the Parties to 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, of any other such remedies for the same default or breach or of any of its remedies for any other default or breach by the other Party, except as otherwise provided in Section 4.1~~Section 5.1~~. No waiver made by any Party with respect to 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 or condition to its own obligation beyond those expressly waived and to the extent thereof, or a waiver in any respect in regard to any other rights of the Party making the waiver or any other obligations of the other Party.

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#### ARTICLE V: MISCELLANEOUS PROVISIONS

Section 4.5 Government Records Access and Management Act. This Agreement and all documents referenced in this Agreement or made a part of hereof, including without limitation, all documents, evaluations or assessments provided by the Developer and/or relied upon by the Agency in entering into or performing this Agreement, shall be subject to the provisions of the Utah Government Records Access and Management Act (“GRAMA”).

#### Section 4.6 Party Representatives.

(a) The Agency hereby appoints \_\_\_\_\_ as the Agency representative to assist in the administrative management of this Agreement and to coordinate performance of obligations by the Developer and the Agency under this Agreement.

(b) The Developer hereby appoints \_\_\_\_\_ to act as its representative in connection with its performance of this Agreement unless and until another representative is designated by written notice to the Agency. Said designated representative shall

have the responsibility of working with the Agency to coordinate the performance of the Developer and obligations under this Agreement.

Section 4.7 Standard of Performance/Professionalism. The Developer acknowledges the standard of performance and professionalism required in the performance of its obligations under this Agreement. The Developer agrees to perform its obligations under this Agreement with the level of respect and deference to the community and its financial contribution. The Developer further agrees that it will not accept any fee or financial remuneration from any person or entity other than the Agency for its performance under this Agreement.

Section 4.8 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. Sections 63-30d-101, et. seq. (the "Act"). The Developer further acknowledges and agrees that nothing contained in this Agreement shall be construed in any way, to modify (whether to increase or decrease), the limits of liability set forth in that Act or the basis for liability as established in the Act.

Section 4.9 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 personal property or profits and liens of workmen and material men (suppliers), however allegedly caused, resulting directly or indirectly from, or arising out of, the construction, development, operation or use of the Subject Property, breach of this Agreement on the part of the Developer, or the negligent acts or omissions by the Developer or their agents, representatives, officers, employees or subcontractors in the performance of this Agreement; provided, there is excluded from this Paragraph, and the Developer shall not be obligated to indemnify, hold harmless or defend the Agency against any losses, damages, injuries, liabilities, and claims arising from the negligence or willful misconduct of the Agency, or its officers, agents and employees.

Section 4.10 No Agency. No agent, employee or servant of the Developer or the Agency is or shall be deemed to be an employee, agent or servant of the other Party. None of the benefits provided by any Party or by the Developer to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to the employees, agents, contractors or servants of the other Party

or the Developer. The Parties shall each be solely and entirely responsible for their respective acts and for the acts of their respective agents, employees, contractors and servants throughout the term of this Agreement. The Parties shall each make all commercially reasonable efforts to inform all persons and entities with whom they are involved in connection with this Agreement to be aware that the Developer is an independent contractor.

Section 4.11 Ethical Standards. The Developer represents that they have not: (a) 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 a officer or employee of the Agency, or relative or business entity of a former officer or employee of the Agency; (b) 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; (c) breached any of the ethical standards set forth in State statute; or (d) 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 State statute or the City ordinances.

Section 4.12 No Officer or Employee Interest. It is understood and agreed that 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 of such persons' 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, or decision regarding the Developer.

Section 4.13 Public Funds and Public Monies.

(a) For purposes hereof, "Public Funds" and "Public Monies" mean monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, divisions, agencies, bureaus, laboratories, or other similar

instrumentalities, or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. At this time, the Developer does not anticipate providing public programs or services. Nevertheless, The Developer understands, acknowledges and agrees that said funds shall maintain the nature of Public Funds while in the Developer's possession.

(b) Notwithstanding any term or provision of this Agreement to the contrary, the Developer, as a potential recipient of Public Funds and Public Monies pursuant to this Agreement and the other agreements related hereto, expressly understands that it and its officers, managers, members and employees are obligated to receive, keep safe, transfer, disburse and use these Public Funds and Public Monies solely as authorized by law and this Agreement. The Developer understands that its officers, managers, members and employees may be criminally liable under Utah Code Ann. § 76-8-402, for misuse of Public Funds or Public Monies. The Developer expressly understands that the Agency shall monitor any expenditure by the Developer of Public Funds contemplated by this Agreement and shall impose and enforce any and all such requirements in connection therewith as may be required by applicable law. The Developer further expressly understands that the Agency may withhold Public Funds or require repayment of Public Funds from the Developer for contract noncompliance, failure to comply with directives regarding the use of Public Funds, or for misuse of Public Funds or Public Monies.

Section 4.14 Compliance with Laws. Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by any Party of applicable law shall constitute an event of default under this Agreement and such defaulting Party shall be liable for and indemnify, hold harmless and defend the other Party from and against any and all liability arising out of or connected with the violation. The Developer is solely responsible, at its expense and cost, to acquire, maintain and renew during the term of this Agreement, all necessary permits and licenses required for its lawful performance of its duties and obligations under this Agreement. For purposes of this Agreement, the term "applicable

law” or any similar term shall not include an ordinance, resolution, regulation, rule or procedure adopted or enacted by the Agency after the satisfaction of the conditions set forth in Article III, above, which would prevent the Agency’s performance of its obligations under this Agreement.

Section 4.15 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 4.16 Labor Regulations and Requirements. The Developer agrees to comply with all applicable provisions of Title 34 of the Utah Code, and with all applicable federal, state and local labor laws. The Developer shall indemnify and hold the Agency harmless from and against any and all claims for liability arising out of any violation of this Paragraph or the laws referenced by the Developer, its agents or employees.

Section 4.17 Assignment. The Developer shall not assign or transfer its duties of performance nor its rights to compensation under this Agreement, without the prior written approval of the Agency, which shall not be unreasonably withheld, conditioned or delayed. In addition, if the assignment or transfer of the rights under this Agreement is to a person or entity which acquires substantially all of the assets of the Developer, the burden of proof shall be on the Agency to establish that its disapproval is reasonable. If the Agency withholds such approval, it shall specify in reasonable written detail the basis for the disapproval. The Agency reserves the right to assert any claim or defense it may have against the Developer and against any assignee or successor-in-interest of the Developer. Notwithstanding the foregoing, the surviving entity in any merger, consolidation or reorganization in which the Developer is a participant shall constitute a permitted assignment (“Permitted Assignment”) and shall not require prior approval of the Agency. The Developer shall provide written notice of a Permitted Assignment promptly after the same occurs.

Section 4.18 Notices. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal or hand delivery, by confirmed facsimile transmission, by email, upon the next business day immediately following the day sent if sent by overnight express carrier, 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 (or to such other address or addresses as shall be specified in any notice given):

AGENCY:                      Redevelopment Agency of Syracuse City  
                                    1979 West 1900 South  
                                    Syracuse, Utah 84075  
                                    Attention: \_\_\_\_\_  
                                    Fax: (801) \_\_\_\_\_

DEVELOPER:                 Syracuse Family Fun Center, LLC.  
                                    \_\_\_\_\_  
                                    \_\_\_\_\_  
                                    Attention: \_\_\_\_\_  
                                    Fax:

with a simultaneous copy to: \_\_\_\_\_  
                                    [Attorney for Developer]

Section 4.19 Time. The Parties agree that time is of the essence in the performance of this Agreement and each and every term and provision hereof.

Section 4.20 Entire Agreement. The Agency and the Developer acknowledge and agree that this Agreement, and each of the other agreements referred to in this Agreement, constitutes the entire integrated understanding between the Agency and the Developer, 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, except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, signed by the parties.

Section 4.21 Governing Law. It is understood and agreed by the Parties hereto that this Agreement shall be governed by the laws of the State of Utah and the Ordinances of the City, both as to interpretation and performance. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah.

Section 4.22 Estoppel Certificate. Within ten (10) business days after written request of Developer or its lender Agency shall provide an estoppel certificate to Developer, a prospective purchaser or an existing prospective lender certifying that this Agreement is in full force and effect, that no defaults exist (or specifying any defaults which do exist) and providing such other factual information pertaining to this Agreement as Developer, such lender or a prospective purchaser of part or all of the Project may reasonably request. The Developer shall pay any actual, out-of-pocket reasonable attorney's fees incurred by the Agency in connection with the foregoing.

Section 4.23 Miscellaneous. In addition to the foregoing, the parties to this Agreement agree as follows:

(a) No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the party making the waiver.

(b) The recitals and the exhibits attached to this Agreement shall be and hereby are incorporated in and an integral part of this Agreement by this reference.

(c) This Agreement shall be binding upon, and shall inure to the benefit of the parties to it and their respective successors and assigns.

(d) In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable

from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

(e) The Parties agree to use reasonable diligence to fulfill their respective obligations under this Agreement at all times that this Agreement is in effect.

(f) Nothing in this Agreement is or shall be intended to provide or convey any actionable right or benefit to or upon any person or persons other than the Developer and the Agency. Except as otherwise specifically provided in this Agreement, each party shall bear its own costs and expenses (including legal and consulting fees) in connection with this Agreement and the negotiation of all agreements, including without limitation the Agreement, and preparation of documents contemplated by this Agreement.

(g) All obligations of the Parties set forth in this Agreement which are contemplated to be performed or satisfied after the Closing in accordance herewith shall survive the Closing and the delivery of any instrument of conveyance made in connection therewith.

(h) Except as otherwise provided in this Agreement, whenever a period of time is in this 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:

(i) The act or event prevents a Party, in whole or in part, from:

(A) performing its obligations under this Agreement or another specified agreement; or

(B) satisfying any conditions to the obligations under this Agreement.

(ii) The act or event is beyond the reasonable control of and not primarily the fault of a Party.

(iii) A Party has been unable to avoid or overcome the act or event by the exercise of commercially reasonable due diligence.

(iv) In furtherance of such 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, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist acts, military action, epidemic, famine or plague, shipwreck, action of a court or public authority, or strike, work-to-rule action, go-slow or similar labor difficulty, and such failure, standing alone, prevents Developer from fulfilling one or more of its obligations under this Agreement. The foregoing list of Force Majeure Events is not exhaustive, and the principle of ejusdem generis is not to be applied in determining whether a particular act or event qualifies as a Force Majeure Event. Notwithstanding the foregoing, a Force Majeure Event shall not mean or 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement 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 \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he 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 \_\_\_\_\_, 2012, personally appeared before me \_\_\_\_\_,  
who being by me duly sworn did say that he is the \_\_\_\_\_ of the  
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