



UNIFIED FIRE SERVICE AREA AGENDA

March 19, 2019 8:30 a.m.

(or immediately following the UFA Board meeting, if after 8:30 a.m.)

NOTICE IS HEREBY GIVEN THAT THE UNIFIED FIRE SERVICE AREA BOARD OF TRUSTEES SHALL ASSEMBLE FOR A MEETING AT UFA EOC LOCATED AT 3380 SOUTH 900 WEST, SALT LAKE CITY, UT 84119

1. Call to Order – Chair Silvestrini
2. Public Comment
Please limit comments to three minutes each
3. Approval of Minutes – Chair Silvestrini
 - a. February 19, 2019
4. Consider the addition of Station 251 (Eagle Mountain) to the station replacement plan – AC Watson
5. Consider Resolution 03-2019A Approving Second Amendment to Interlocal Agreement between Riverton Redevelopment Agency and Unified Fire Service Area
- Councilmember Stewart
6. Finance Informational Items
 - a. New Bond Counsel
 - b. New Financial Auditors
 - c. Final TRAN Information
7. Possible Closed Session

The Unified Fire Service Area may temporarily recess the meeting to convene in a closed session to discuss the character, professional competence, or physical or mental health of an individual, pending or reasonable imminent litigation, and the purchase, exchange, or lease of real property, as provided by Utah Code Annotated §52-4-205 or for attorney-client matters that are privileged pursuant to Utah Code § 78B-1-137.

(If only discussing topic (A), character, etc., then you may move to not record that portion of the closed session per Utah Code § 52-4-206 (6).)

Re-Opening the Meeting

8. Adjournment – Chair Silvestrini

**The next Board meeting will be held on April 16, 2019 at 8:30 a.m. at
UFA EOC located at 3380 South 900 West, Salt Lake City, UT 84119**

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL UFSA MEETINGS.

In accordance with the Americans with Disabilities Act, UFSA will make reasonable accommodation for participation in the meetings. Please call the clerk at least three working days prior to the meeting at 801-743-7213. Motions relating to any of the foregoing, including final action, may be taken at the meeting. This meeting may be held telephonically/electronically to allow a member of the UFSA Board to participate. This agenda is subject to change with a minimum 24-hour notice.

CERTIFICATE OF POSTING

The undersigned, does hereby certify that the above agenda notice was posted on this 18th day of March 2019 on the UFSA bulletin boards, the UFSA website <http://unifiedfireservicearea.com> , posted on the Utah State Public Notice website <http://www.utah.gov/pmn/index.html> and was emailed to at least one newspaper of general circulation with the jurisdiction of the public body.

Cynthia Young, UFSA Board Clerk

UNIFIED FIRE SERVICE AREA
Meeting Minutes
9:00 a.m.

Board Members Present

Mayor Kristie Overson
Mayor Jeff Silvestrini
Councilmember Allan Perry
Councilmember Kathleen Bailey
Councilmember Gary Bowen

Mayor Robert Hale
Councilmember Sheldon Stewart
Mayor Tom Westmoreland

Board Members Absent

Surveyor Reid Demman
Councilmember Richard Snelgrove
Councilmember Eric Ferguson

Councilmember Kelly Bush
Councilmember Nicole Martin

Staff

Chief Dan Petersen
Tony Hill, UFA CFO
Cyndee Young, UFA Clerk
Michelle Roper, UFA Deputy Clerk
Ifo Pili, UFA District Administrator
Rachel Anderson, UFA Legal Counsel

Guests

Ashley Spatafore-Lobbyist
Nicole Lindsay – Millcreek Assistant to Economic
Development Director
Japeth McGee – Zions Bank
Jonathan Ward – Zions Bank
Kate Turnbaugh, Assistant Finance Director
Keith Zuspan – BCC CC
Division Chief Matt Rhoades
Captain Chad Simons
Battalion Chief Lee Ascarte
Battalion Chief Riley Pilgrim
Captain Embret Fossum
Matt MacFarland
Division Chief Steve Ball
Assistant Chief Mike Watson

Assistant Chief Stephen Higgs
Division Chief Steve Prokopis
Assistant Chief Ziolkowski
Steve Quinn
Steve Schmidt
Captain Michael Conn
Nile Eason, DOC
Kiyoshi Young
Jarin Blackham, UFA IT Director
Brett Wood-Herriman
Arriann Woolf, UFA HR Director
Talsan Schulzke, UFA Strategic Data Manager

.....
Chair Jeff Silvestrini Presided
.....

Called to Order

Chair Silvestrini called the meeting to order at 9:14 a.m. Quorum present.

Public Comment

None.

Approval of Minutes

Councilmember Stewart moved to approve the minutes from January 15, 2019 UFSA Board Meeting as submitted.

Councilmember Perry seconded.

All voted in favor.

New UFSA Website Launched- DOC Easton

Have obtained a new website provider and incorporated all feedback from the Board to create a cleaner more streamlined website.

Station 112 Update an Easement Approval – AC Watson/Ifo Pili

A perpetual term of easement agreement is sufficient, Ifo has contacted the property owner to negotiate this agreement at a much lower price.

AC Watson stated that there are three station concepts consisting of a one level building and a hammerhead that allows apparatus to enter the bay without blocking Jupiter Drive.

Mayor Westmoreland moved to authorize Ifo Pili, in consultation with staff, to negotiate for and to purchase an easement across property adjacent to Station 112, at a price which reflects an appropriate reduction of the full-purchase price previously approve by this board.

Councilmember Bowen seconded the motion.

All voted in favor.

Resolution 02-2019A Authorizing the issuance and sale of up to \$26,000,000 Tax and Revenue Anticipation Notes; authorizing certain officers to approve the final terms and confirm the sale of notes; and providing for related matters– CFO Hill

This is brought to the Board each February for authorization to work through the tax revenue anticipation note process and give authority to move forward.

Councilmember Bowen moved to adopt Resolution 02-2019A Authorizing the issuance and sale of up to \$26,000,000 Tax and Revenue Anticipation Notes; Authorizing certain officers to approve the final terms and confirm the sale of notes; and providing for related matters.

Mayor Hale seconded the motion.

All voted in favor.

Review and Consideration of Possible Financing Options for Station Rebuilds- CFO Hill

Discussed three options for funding

- Lease Revenue Bond – Station 112 rebuild only
- GO/Lease Revenue Bond – 4 station rebuilds, 1 new station , & seismic code upgrades
- GO Bond – 4 station rebuilds, 1 new station PLUS refunded existing debt

Chief Petersen stressed that with the seismic and new construction, every single community, except Emigration, will receive something from UFSA. It was also noted that Eagle Mountain Station 251 is a temporary structure and they too would need a new station. He is concerned however, that the public sentiment may be challenging in 2020.

It seems as though the hybrid option (option 2) was favored by the Board. It would show the public that the new UFSA is responsible with taxpayer's money and having a station that reflects the new attitude would help with public support.

Once Ifo closes the agreement for the Station 112 easement, the discussion to move forward with the Station 112 rebuild will be brought before the Board for a decision.

Resolution 02-2019B Approving an Interlocal Cooperation Agreement with the Millcreek Community Reinvestment Agency for the use of tax increment - Mayor Silvestrini

The plight study was abandoned and it is now necessary for an Interlocal Agreement. In order to begin infrastructure and use the tax increment for public improvements, streets, sidewalks, mixed use properties, Millcreek is asking for a 20% increment agreement. Once complete, the area will generate 140% more sales tax than it currently does, almost \$600,000 in property taxes for UFSA. Due to the challenges of the aging infrastructure that exists, Millcreek is requesting 80%.

Councilmember Stewart pointed out that this has set precedence and future requests by both Riverton and Herriman will also expect the 80% deferral.

Councilmember Bowen moved to adopt Resolution 02-2019B Approving an Interlocal Cooperation Agreement with the Millcreek Community Reinvestment Agency for the use of tax increment. Councilmember Stewart seconded the motion. Mayor Silvestrini abstained from the vote due to the conflict of interest. All remaining members voted in favor.

Closed Session

None.

Motion to Adjourn 10:03

Mayor Overson moved to adjourn the February 19, 2019 UFSA Board Meeting at 10:03 a.m. Mayor Westmoreland seconded the motion. All voted in favor.

WEST



**SECOND AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
Between
RIVERTON REDEVELOPMENT AGENCY
And
UNIFIED FIRE SERVICE AREA**

THIS SECOND AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT (“Second Amendment”) is entered into as of the 19th day of March 2019, by and between the **RIVERTON CITY REDEVELOPMENT AGENCY** (the “Agency”) and the **UNIFIED FIRE SERVICE AREA** (the “Taxing Entity”). The foregoing are sometimes referred to herein individually as a “Party” and collectively as the “Parties”.

RECITALS

A. WHEREAS, in the year 2016 the Parties previously entered into an Interlocal Agreement (the “Agreement”) for the sharing of Taxing Entity property tax revenues (“Tax Increment”) derived from the Riverton Western Commercial District Community Development Area with the Agency (“Project Area”); and

B. WHEREAS, the Agreement Provided that the first year the Agency would be entitled to receive property tax increment from the Project Area was 2018; and

C. WHEREAS, The Agency has also entered into an Agreement with Salt Lake County which similarly enables the Agency to receive tax increment from the County; and

D. WHEREAS, The Agency’s agreement with the County states that the first year in which a claim for tax increment may be claimed, or the “Trigger Year” is tax year 2021; and

E. WHEREAS, In August of 2018, the parties entered into a First Amendment to Interlocal Agreement (the “First Amendment”) which changed the Trigger Year from tax year 2020 to Tax Year 2021, to bring uniformity with all agreements collecting tax increment from the Riverton Western Commercial District Community Development Area;

F. WHEREAS, Taxing Entity and Agency have recently discussed whether to adjust the tax increment afforded to Agency under the Agreement from 75% to 80%;

G. WHEREAS, The parties desire to amend the Agreement to adjust said tax increment from 75% to 80% as provided in this Second Amendment to Agreement.

AGREEMENT

NOW, THEREFORE, the Parties Agree that the Agreement shall be amended as follows:

1. **Amendment.** Section 1 of the Agreement, as amended by the First Amendment, is amended and restated in its entirety to read as follows:

1. **Area's Consent.**

- a. The Parties agree that for purposes of calculation of the Area's share of Tax Increment from the Project Area to be paid by the County to the Agency pursuant to this Agreement, the base year shall be 2015 and the base taxable value shall be the 2015 assessed taxable value of all real and personal property within the Project Area. Based upon review of the Salt Lake County and Utah State Tax Commission records, the Parties believe that the 2015 base taxable value of the Project Area is approximately \$0.00 (currently tax exempt) which base taxable value is subject to adjustment by law in accordance with the provisions of the Development Act. Pursuant to Section 17C-4-201 of the Development Act and Sections 11-13-202.5 and 11-13-215 of the Cooperation Act, the Area hereby agrees and consents that for a period of twenty (20) years the Agency shall receive and be paid eighty percent (80%) of the tax increment attributable to the Area's tax levy on both real and personal property within the Project Area (the "**Area Share**"), for the purpose of providing funds to the Agency to carry out the Project Area Plan. Said twenty (20) year period shall commence with tax year 2021 as evidenced by a written notice to the Area and to the Salt Lake County Auditor and Assessor; provided, however, that any portion of the Area's taxes resulting from an increase in the Area's tax rate pursuant to applicable hearing procedures (truth in taxation), that occurs after the Effective Date (defined below) of this Agreement, shall not be paid to the Agency unless the Area specifically so consents in writing pursuant to an amendment to this Agreement or in a separate agreement. Notwithstanding any other provision of this Agreement, the maximum amount payable to the Agency pursuant to this Section shall be \$10,126,989.00. Upon receipt of the maximum amount payable, this Agreement shall terminate and all property taxes derived from the levy by the Area on property within the Project Area shall be paid by the County to the Area. For the twenty (20) year period described above, the remaining 20% of the Tax Increment attributable to the Area's tax levy on both real and personal property within the Project Area shall be paid by Salt Lake County to the Area. All tax increment from the Project Area attributable to the Area's tax levy for tax years beyond the twenty (20) year period described above shall be paid by Salt Lake County to the Area. The calculation of the Area's portion of annual Tax Increment to be paid by the County to the Agency shall be made as required by Utah Code Ann. § 17C-1-102(47) (a), using the then current tax levy rate (subject to the limitation set forth above regarding increases in the City's tax rate pursuant to applicable hearing procedures).

- b. Salt Lake County shall pay directly to the Agency the Area Share in accordance with Utah Code Ann. § 17C-4-203 for the twenty (20) year period described in Section 1.a. above.

- c. Notwithstanding the foregoing, if the Agency receives in less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project Area, including, but not limited to, debt service on any bonds issued to finance Project Area costs and the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the

Agency will either (i) cease collecting the Area Share under this Agreement, or (ii) renegotiate this Agreement with the Area to provide for the payment of the Area Share for the remainder of all or a portion of the originally contemplated twenty (20) year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project Area costs will not extend over a period longer than twenty (20) years.

2. **Interlocal Cooperation Act.** In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

a. This Second Amendment shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;

b. This Second Amendment shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);

c. A duly executed original counterpart of this Second Amendment shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. § 11-13-209;

3. **Remaining Terms.** All other terms and conditions of the Agreement not in conflict with this Second Amendment shall remain in effect.

ENTERED into as of the day and year first above written.

RENEWAL AGENCY OF RIVERTON

By: _____
Chair

Attest:

By: _____
Secretary

Attorney Review for the Agency:

The undersigned, as counsel for the Community Development and Renewal Agency of Riverton, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

Attorney for Community Development and
Renewal Agency of Riverton

UNIFIED FIRE SERVICE AREA

Chair

ATTEST:

Clerk

Attorney Review for the Area:

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

Attorney for the Unified Fire Service Area