



SYRACUSE CITY

Syracuse City Council

Work Session Notice

July 8, 2014 – 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, July 8, 2014, 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. Review agenda for business meeting to begin at 7:00 p.m. (2 min.)
- b. Request to be on the agenda: Tim Rodee re: West Davis Corridor Shared Solution. (20 min.)
- c. Review agenda items forwarded by the Planning Commission: Rezone request from A-1 Agriculture to R-1 Residential by Mark Sandberg, Trails Edge Subdivision located at 3348 W. & 3298 W. 700 S., 1.89 acres. (10 min.)
- d. Review agenda item 11, Authorize Administration to execute agreement amendment with Crown Castle for Founder's Park Cell Tower site. (5 min.)
- e. Review agenda item 12, proposed revisions to Syracuse City Purchasing Policy. (5 min.)
- f. Introduction of draft revisions to Emergency Operations Plan. (5 min.)
- g. Discussion regarding fireworks. (5 min.)
- h. Council business. (2 min.)

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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 4<sup>th</sup> day of July, 2014 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 July 4, 2014.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

July 8, 2014

Agenda Item #b

Request to be on the agenda: Tim Rodee re: West Davis Corridor Shared Solution.

***Factual Summation***

Tim Rodee requested time on the work session agenda to make a presentation regarding the Shared Solution for the West Davis Corridor project. Please see the attached PowerPoint presentation provided by Mr. Rodee.

A rural landscape featuring a large, grey barn with a dark roof in the middle ground. In the foreground, a field of tall, golden-brown grasses is visible, with a white and brown horse grazing. The background shows a range of blue mountains under a clear sky. The text is overlaid on the image in white, bold font.

# Protecting Our Way of Life: Why We Need the Shared Solution for Davis County

Shared Solution Coalition  
March 2014

# Where We Are in the Process

- UDOT and Federal Highways have signed a Memorandum of Agreement with the Shared Solution Coalition to develop and evaluate the Shared Solution beginning June 2014

# The Future Is What We Make Of It

“In Utah, we don’t believe in sitting back and seeing where growth will take us. We seek to be visionary...”

Gary R. Herbert, Utah Governor

# Wasatch Choice for 2040

## Building The Future We Want

### Vision

**Challenge and Opportunity**  
 Utah is among the fastest growing states in the nation. Growth brings both benefits and challenges.

- Thousands of new homes will be added in 2040 because we have built.
- Our transportation system will support 500,000 vehicles.
- More than 100,000 new jobs will be added by 2040.
- About 100,000 additional people will be required to maintain the current level of service.
- More than 100,000 additional people will be required to maintain the current level of service.
- The Wasatch Mountains will be a major focus for development, and building roads to access this area will be a major challenge.

### Growth Principles for a Bright Future

When we plan together—understanding the local and regional aspects of our land use and transportation decisions—we make stronger decisions. Healthy neighborhoods, and a prosperous region. Our regional growth principles, developed through public participation and supported by elected officials, provide a common vision for our region's future.

- 1. Efficient Infrastructure**  
 Planning using transportation and building more compact and transit-oriented development can save time, money, and resources. Efficient infrastructure is essential to our future.
- 2. Regional Mobility (Transportation Choices)**  
 With a balanced mix of transportation modes, we can reduce the need for single-occupant vehicles, reduce traffic congestion, and improve air quality. We will use public transit, carpooling, and other modes to get to work and school.
- 3. Land-Use Planning**  
 Land use and transportation planning are closely related. Smart land use and transportation planning can reduce the need for new roads and bridges, and make the most efficient use of our resources.
- 4. Housing Choice**  
 Encouraging a variety of housing types, especially near transit and other transportation modes, can reduce the need for new roads and bridges, and make the most efficient use of our resources.

### Growth Principles Come to Life

**1. Efficient Infrastructure**  
 We will use transit, carpooling, and other modes to get to work and school. We will build more compact and transit-oriented development. We will use public transit, carpooling, and other modes to get to work and school.

**2. Regional Mobility (Transportation Choices)**  
 We will use public transit, carpooling, and other modes to get to work and school. We will use public transit, carpooling, and other modes to get to work and school.

**3. Land-Use Planning**  
 We will use public transit, carpooling, and other modes to get to work and school. We will use public transit, carpooling, and other modes to get to work and school.

**4. Housing Choice**  
 We will use public transit, carpooling, and other modes to get to work and school. We will use public transit, carpooling, and other modes to get to work and school.

**5. Health and Safety**  
 When our streets are walkable, interconnected, and safe, we lead healthier lives. We will use public transit, carpooling, and other modes to get to work and school. We will use public transit, carpooling, and other modes to get to work and school.

**6. Regional Economy**  
 Strategic transportation investment and land-use decisions can strengthen business investment and job creation. We will use public transit, carpooling, and other modes to get to work and school. We will use public transit, carpooling, and other modes to get to work and school.

**7. Regional Collaboration**  
 Smart investments in infrastructure, along with smart land-use decisions, can improve transportation and encourage growth. We will use public transit, carpooling, and other modes to get to work and school. We will use public transit, carpooling, and other modes to get to work and school.

**8. Sense of Community**  
 Land use and transportation decisions that promote our local identity and working-class jobs are essential to our future. We will use public transit, carpooling, and other modes to get to work and school. We will use public transit, carpooling, and other modes to get to work and school.

**9. Environment**  
 Preserving and enhancing our natural resources is essential to our future. We will use public transit, carpooling, and other modes to get to work and school. We will use public transit, carpooling, and other modes to get to work and school.

### Envision Utah's 3% Strategy

What if we required to meet demand and allow investment of local funds to grow jobs and income in walkable communities and transit-oriented transportation systems?

The approach would accommodate one-third of projected growth in 2040 in our region's walkable and transit-oriented communities to create employment, revenue, and services. Key elements include:

- Growth concentrated in walkable neighborhoods, from which transit and public transit systems can be developed.
- New transit systems, including transit-oriented development, and transit-oriented development.
- New transit systems, including transit-oriented development, and transit-oriented development.

**Impact:**

- Focus growth in walkable communities and transit-oriented development.
- Support transit-oriented development.
- Encourage transit-oriented development.
- Encourage transit-oriented development.

**NOTE:** The Wasatch Choice for 2040 (PWC 2040) is a vision illustrating how growth could occur. The main purpose is to guide the development of regional transportation. The vision map reflects the Regional Growth Principles adopted by the Wasatch Front Regional Council (WFRC) and the Mountain West Association of Governments (MWAG). The map is a general plan and not a regulatory instrument. MWAG and WFRC are working to create a regional growth plan and vision map for the Wasatch Front. The vision map is a general plan and not a regulatory instrument. MWAG and WFRC are working to create a regional growth plan and vision map for the Wasatch Front.

## The Greater Wasatch Vision for 2040

The Greater Wasatch is one region, stretching from Weber County south to Utah County and from Tooele County east to the Wasatch Basin. We compete economically with other regions, compete on job and housing markets, and share the same air and water. Where and how we shape tomorrow's neighborhoods, communities, and economic centers within our region will dramatically affect the quality of our lives, including how much time and money we spend getting around, the quality of the air we breathe, and the choices we have available to live, work, shop, and play.



## Wasatch CHOICE for 2040

### Highlights

**Vision Benefits:**  
 The Wasatch Choice for 2040 is a vision for how growth should unfold in our region. When compared with a baseline of projections of current trends in the West, the Wasatch Choice for 2040 offers distinct benefits:

- More compact communities have an obvious benefit in that they reduce the need for new roads, bridges, and transit systems.
- More transit-oriented development can reduce the need for new roads, bridges, and transit systems.
- More transit-oriented development can reduce the need for new roads, bridges, and transit systems.

**Greenspace**  
 Green spaces help us reduce our stress and provide space for recreation and play. They also help us reduce our carbon footprint and improve air quality. The Wasatch Choice for 2040 offers that our many mountains and valleys provide greenspace benefits. We should support and encourage growth in these areas. We should support and encourage growth in these areas.

**Regional Greenways**  
 Regional Greenways are corridors that provide a mix of transportation modes, including walking, biking, and transit. They provide a mix of transportation modes, including walking, biking, and transit. They provide a mix of transportation modes, including walking, biking, and transit.

**Green Corridor**  
 Green Corridors are corridors that provide a mix of transportation modes, including walking, biking, and transit. They provide a mix of transportation modes, including walking, biking, and transit. They provide a mix of transportation modes, including walking, biking, and transit.

**Centers**  
 Centers are focal points and emerging regional destinations of economic activity. The vision suggests that these centers should be designed to provide walkable, transit-oriented communities. Centers should be designed to provide walkable, transit-oriented communities. Centers should be designed to provide walkable, transit-oriented communities.

**Mountain West Center**  
 Mountain West Center is a center of economic activity in the Mountain West region. It is a center of economic activity in the Mountain West region. It is a center of economic activity in the Mountain West region.

**Salt Lake Center**  
 Salt Lake Center is a center of economic activity in the Salt Lake region. It is a center of economic activity in the Salt Lake region. It is a center of economic activity in the Salt Lake region.

**Wasatch Center**  
 Wasatch Center is a center of economic activity in the Wasatch region. It is a center of economic activity in the Wasatch region. It is a center of economic activity in the Wasatch region.

**Urban Center**  
 Urban Centers are focal points of economic activity in urban areas. They are focal points of economic activity in urban areas. They are focal points of economic activity in urban areas.

**Town Center**  
 Town Centers are focal points of economic activity in town areas. They are focal points of economic activity in town areas. They are focal points of economic activity in town areas.

**Business Community**  
 Business Communities are focal points of economic activity in business areas. They are focal points of economic activity in business areas. They are focal points of economic activity in business areas.

**Main Street Community**  
 Main Street Communities are focal points of economic activity in main street areas. They are focal points of economic activity in main street areas. They are focal points of economic activity in main street areas.

**Barndoor Community**  
 Barndoor Communities are focal points of economic activity in barndoor areas. They are focal points of economic activity in barndoor areas. They are focal points of economic activity in barndoor areas.

**Corridors**  
 Corridors are focal points of economic activity in corridor areas. They are focal points of economic activity in corridor areas. They are focal points of economic activity in corridor areas.

**Community Rail (TRAX)**  
 Community Rail (TRAX) is a transit system that provides a mix of transportation modes, including walking, biking, and transit. It provides a mix of transportation modes, including walking, biking, and transit. It provides a mix of transportation modes, including walking, biking, and transit.

**Realizing the Wasatch Choice for 2040**  
 Why WFRAC and MWAG Developed a Vision  
 Our vision and mission are a result of our shared values and the shared vision of our members. Our vision and mission are a result of our shared values and the shared vision of our members. Our vision and mission are a result of our shared values and the shared vision of our members.

**Community Rail (TRAX)**  
 Community Rail (TRAX) is a transit system that provides a mix of transportation modes, including walking, biking, and transit. It provides a mix of transportation modes, including walking, biking, and transit. It provides a mix of transportation modes, including walking, biking, and transit.

# West Davis Freeway Impact

- \$600+ Million of Utah taxpayer money
- Divides communities and the natural landscape
- Destroys homes, horse pastures, farmlands, wetlands, country feel
- Not like Legacy Parkway, a full on freeway with trucks, billboards...
- Unnecessary



Existing Pasture

Looking south from 2700 South  
Syracuse



Proposed Freeway

Looking south from 2700 South  
Syracuse



Existing Neighborhood

Looking East on St. Andrews Dr.  
Stone Haven Subdivision



Proposed Freeway

Looking East on St. Andrews Dr.  
Stone Haven Subdivision



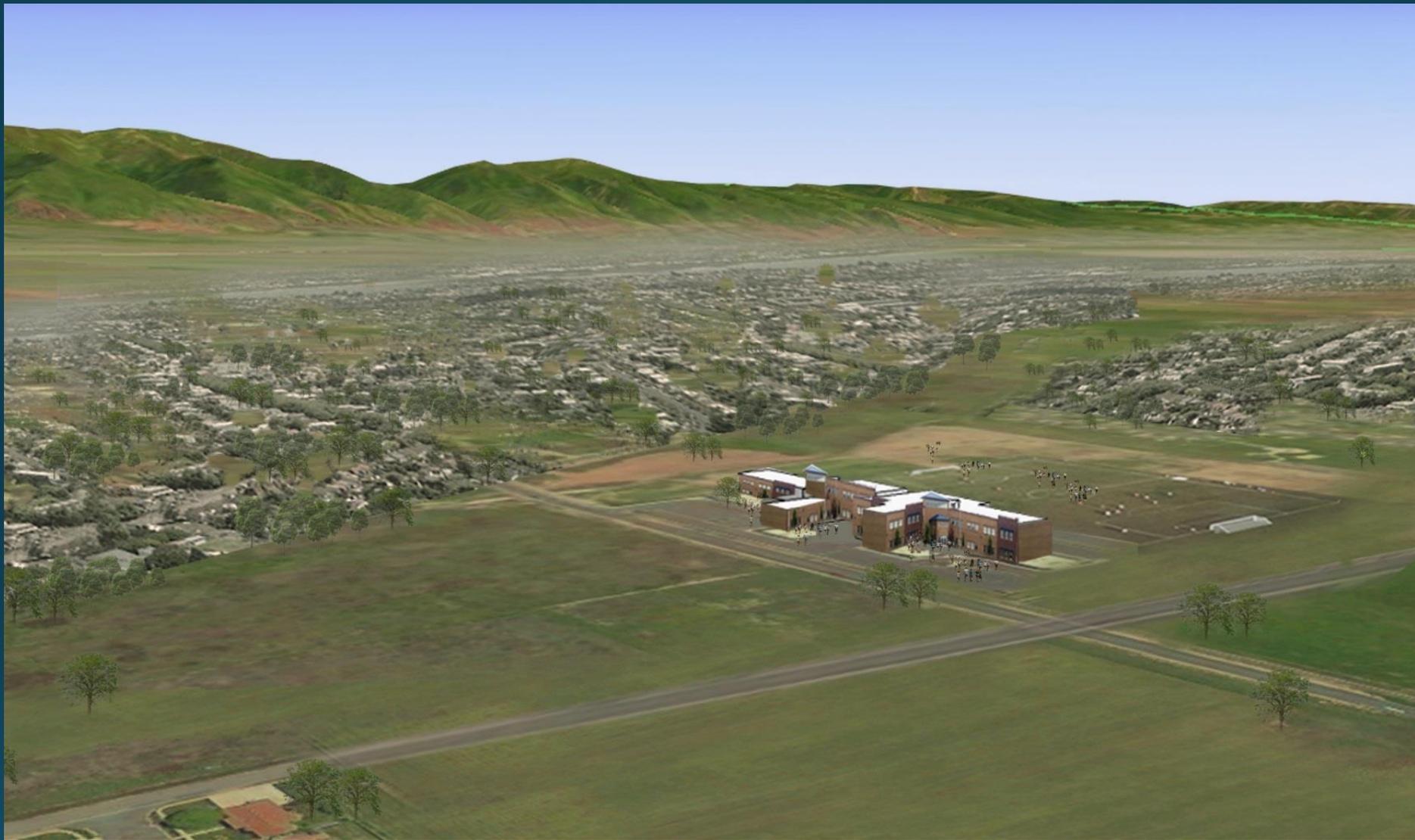
Existing Trail

Looking North on Emigrant/Syracuse Trail  
near 1700 South



Proposed Freeway

Looking north on Emigrant/Syracuse Trail  
near 1700 South



Existing

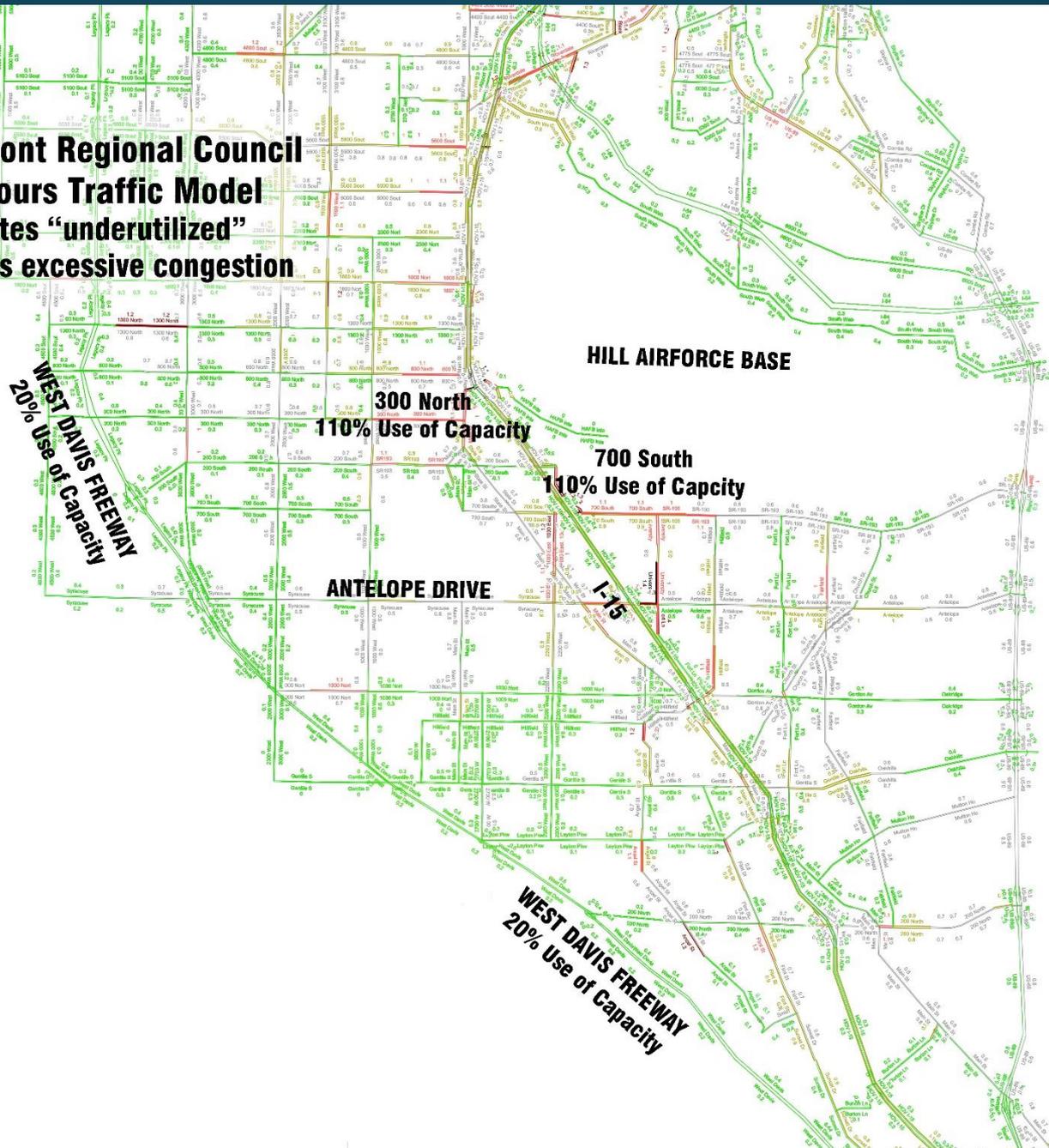
Looking southeast to Syracuse Art Academy



Proposed Freeway

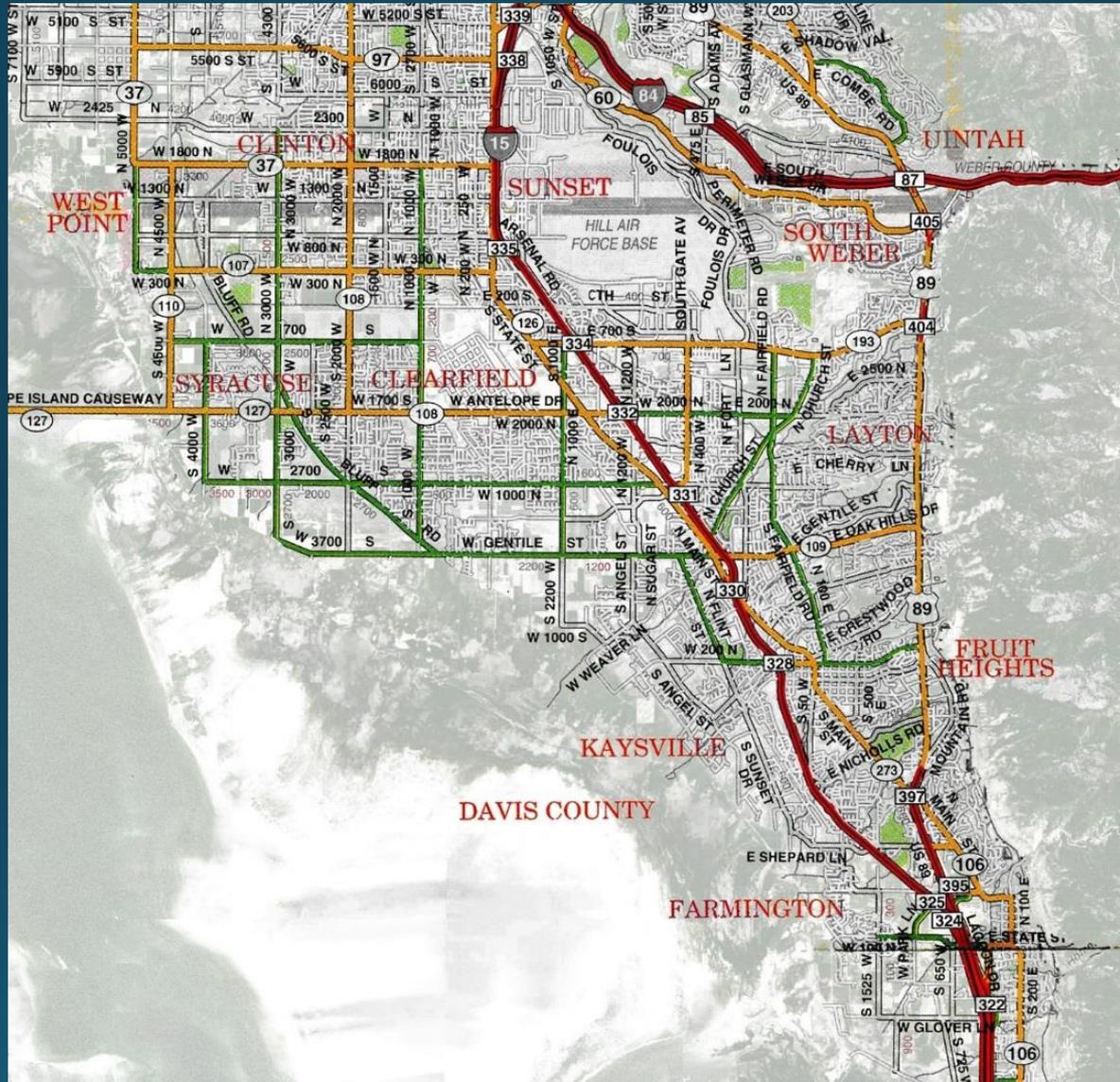
Looking southeast to Syracuse Art Academy

**2040  
Wasatch Front Regional Council  
PM Peak Hours Traffic Model  
Green indicates "underutilized"  
Red indicates excessive congestion**





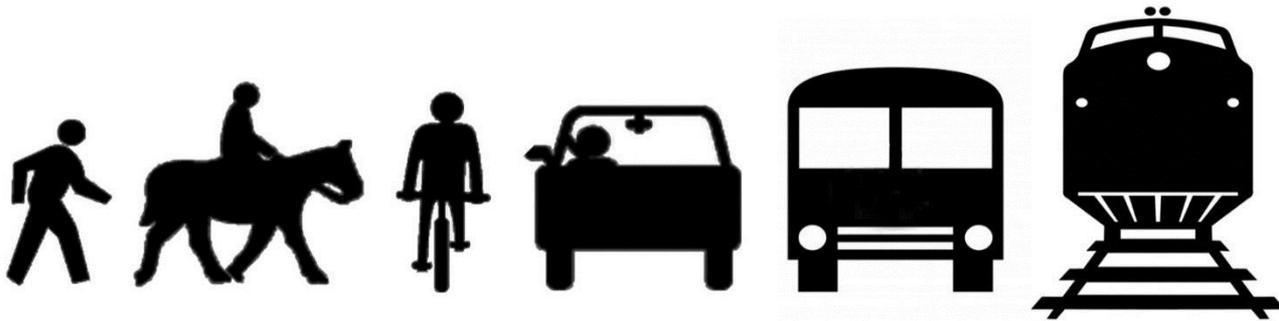
PROPOSED FREEWAY



EXISTING ARTERIAL GRID

# The Shared Solution

Boulevard Roadways  
Innovative Intersections  
Boulevard Communities



Transportation Demand Management  
Transportation System Management  
Expanded Public Transportation



# BOULEVARD ROADWAY



# BOULEVARD COMMUNITIES



# INNOVATIVE INTERSECTIONS

# Why the Shared Solution?

- Local Economic Development
- Efficient and Smart Infrastructure Investment
- Vibrant, Attractive Boulevard Communities

# Shared Solution Coalition

Sharedsolution.org

future@xmission.com

March 2014



# COUNCIL AGENDA

July 8, 2014

Agenda Item # **c**

## **Zone Map Amendment-Mark Sandberg 3348 & 3298 W 700 S**

### ***Factual Summation***

Please see the attached:

- a. Existing/Proposed Zoning Map
- b. Ordinance 14-17

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

### **Background**

The City Council amended the General Plan and Zoning for the R-3 Residential Zoning on the property adjacent to this property. The legal description provided in the application exempted these two parcels because at that time the owners of these lots did not want to be included in the subdivision. Since approval those owners have changed their mind. The underlying General Plan Zoning is designated as R-1. The requested zone change is for R-1 zoning and the lots that will be installed in this area of the Trails Edge Subdivision will meet the standards for R-1 zoning.

The developer's intent is to develop single family housing that is consistent with the residential character of the surrounding development.

The Planning Commission held a public hearing on July 1, 2014 and made a favorable recommendation for the Zoning Map Amendment.

### **Recommendation**

The Planning Commission recommends approval to the City Council for the Zone Map Amendment, request from Mark Sandberg, property located at approximately 3348 & 3298 W 700 S, change from A-1 Agriculture to R-1 Residential Zone, subject to all applicable requirements of the City's municipal codes.

**ORDINANCE NO. 14-17**

**AN ORDINANCE AMENDING THE EXISTING ZONING MAP OF TITLE X, "SYRACUSE CITY ZONING ORDINANCE", REVISED ORDINANCES OF SYRACUSE, 1971, BY CHANGING FROM AGRICULTURE (A-1) ZONE TO RESIDENTIAL (R-1) ZONE ON THE PARCEL(S) OF REAL PROPERTY HEREIN DESCRIBED.**

**WHEREAS**, the City has adopted a Zoning Ordinance to regulate land use and development within the corporate boundaries of the City; and

**WHEREAS**, Chapter Four of the Ordinance authorizes the City Council to amend the number, shape, boundaries, or any area of any zone; and

**WHEREAS**, a request for rezone has been made; the same has been recommended for approval by the Planning Commission; and a public hearing has been held with the proper notice having been given 10-days prior to the hearing date;

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

**SECTION 1:** That the following described real parcels of property in Agriculture (A-1) Zones as shown on a zoning map are hereby amended and changed to Residential (R-1) Zone accordingly:

**Deed Description**

BEG AT A PT 31.00 RODS E & 160 RODS SOUTH OF THE CENTER OF SEC 5-T4N-R2W, SLM; & RUN TH N 17.78 RODS; TH E 9 RODS; TH S 17.78 RODS; TH W 9 RODS TO THE POB. LESS & EXCEPTING 700 SOUTH STR. CONT. 0.89 ACRES Tax Serial 12-040-0071

BEG 907.5 FT E OF SW COR OF SE1/4 SEC 5, T4N-R2W, SLM; TH N 351 FT; W 124 FT; S 351 FT; TH E 124 FT TO BEG. CONT. 1.00 ACRE. Tax Serial 12-040-0016

Contains 1.89 Acres-approximately 3348 & 3298 W 700 S

**SECTION 2: Effective Date.** This Ordinance shall become effective immediately upon publication or posting.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8<sup>TH</sup> DAY OF JULY, 2014.**

**SYRACUSE CITY**

ATTEST:

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Cassie Z. Brown, City Recorder

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Mayor Terry Palmer

Voting by the City Council:

|                        | “AYE” | “NAY” |
|------------------------|-------|-------|
| Councilmember Peterson | _____ | _____ |
| Councilmember Lisonbee | _____ | _____ |
| Councilmember Duncan   | _____ | _____ |
| Councilmember Johnson  | _____ | _____ |
| Councilmember Gailey   | _____ | _____ |



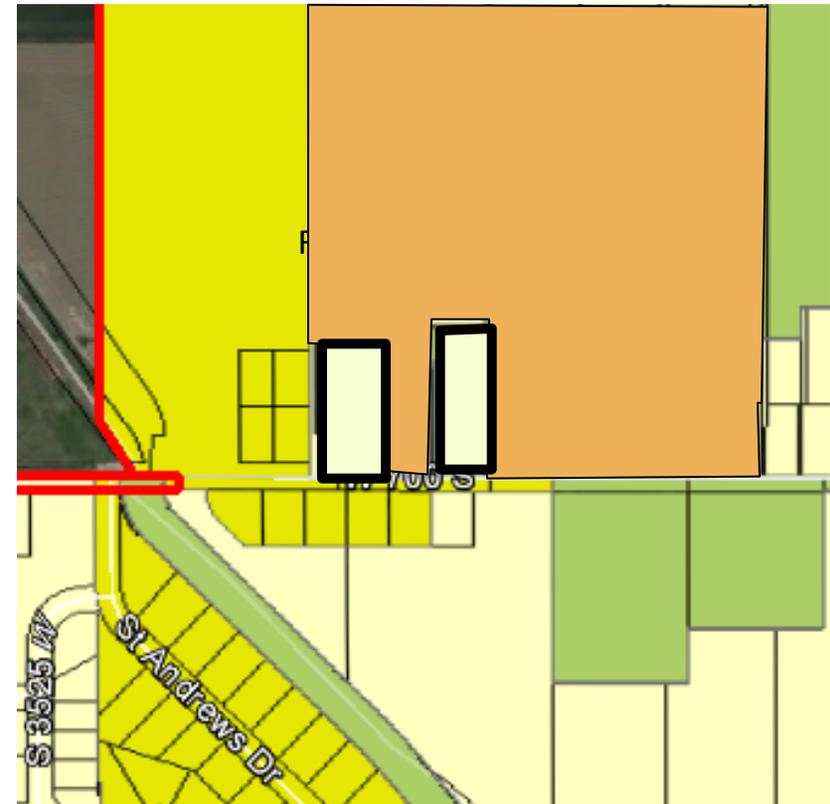
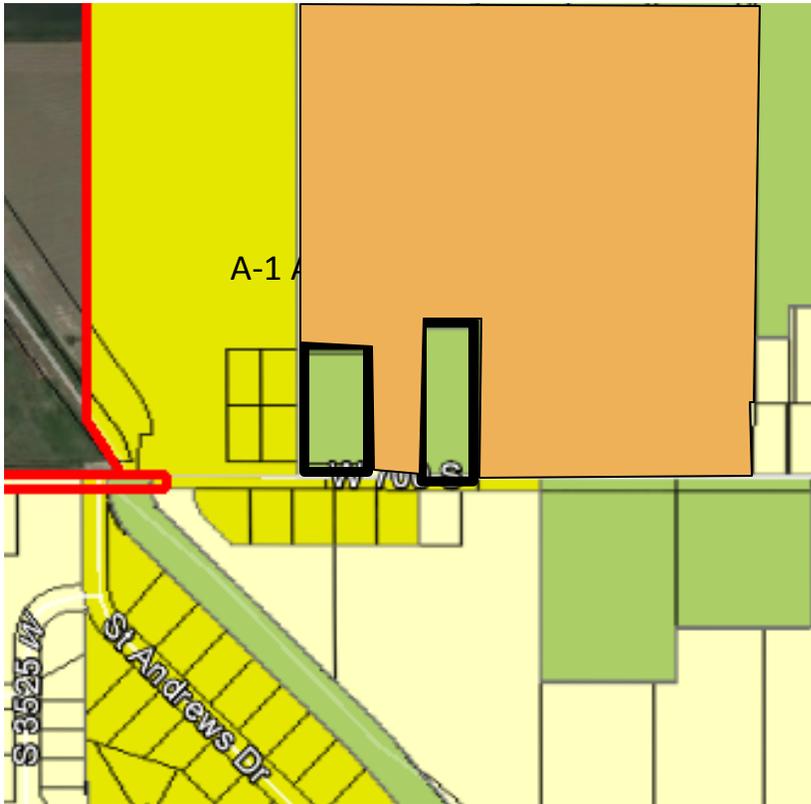
# Rezone

## Mark Sandberg 3348 W & 3298 W 700 S



Existing Zoning Map

Proposed Zoning Map



- |                                                                                     |                                    |                                                                                       |                          |
|-------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------------------------------|--------------------------|
|  | Agriculture A-1                    |  | Commercial II            |
|  | R-1 (2.90 dwellings per net acre)  |  | General Commercial Zone  |
|  | R-2 (3.79 dwellings per net acre)  |  | Industrial Zone          |
|  | R-3 (5.44 dwellings per net acre)  |  | Town Center Overlay Zone |
|  | PRD (8.0 dwellings per net acre)   |  | Sensitive Overlay Zone   |
|  | R-4 (14.52 dwellings per net acre) |  | RDA & EDA Boundary       |
|  | Professional Office                |                                                                                       |                          |



# COUNCIL AGENDA

July 8, 2014

Agenda Item # **d** Lease Agreement Addendum-Founders Park Cell Tower

## ***Factual Summation***

Please see the attached:

- a. Ariel Map
- b. Proposed Lease addendum

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

## **Background**

The City has been approached by Crown Castle about amending their lease on Founder's Park Cell Tower, as was done on June 10, 2014 with the cell tower at Rock Creek Park. The cell tower is owned by Crown Castle for which they pay the City a lease. The current lease requires any carrier that co-locates to enter into a lease with the City as well.

Staff has reviewed lease and would prefer to have only one carrier pay the City per tower. Crown Castle has agreed to an amendment to the lease in which they would pay the city a per carrier fee for each additional carrier that co-locates on the tower.

Staff has negotiated a per co-location fee of \$500/month for cellular carriers and \$200/month for non-cellular carriers

## **Request**

Approval to authorize the amendment to the lease agreement with Crown Castle for the Founder's Park Cell Tower on Parcel # 12-052-0075, located approximately at 1500 S 1800 W, Syracuse.



# Founder's Park Cell Tower Site

1800 W 1500 S  
Crown Castle



**FIRST AMENDMENT TO  
LAND LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT (the “First Amendment”) is made effective this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between SYRACUSE CITY CORPORATION, a Utah municipal corporation (hereinafter referred to as “Lessor”) and NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as “Lessee”).

**RECITALS**

WHEREAS, Lessor and New Cingular Wireless PCS, LLC (“Original Lessee”) entered into a Land Lease Agreement dated June 20, 2005, a memorandum of which was recorded on August 8, 2005 at Instrument No. 2094775 Book 3844 Pages 69-70, in the Office of the Davis County Recorder, Utah (the “Agreement”) whereby Original Lessee leased certain real property, together with access and utility easements, located in Davis County, Utah from Lessor (the “Premises”), all located within certain real property owned by Lessor (“Lessor’s Property”); and

WHEREAS, NCWPCS MPL 33 - Year Sites Tower Holdings LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on October 27, 2005 and expired on October 26, 2010. The Agreement provides for two extensions of five years each, the first of which was exercised by Lessee. According to the Agreement, the final extension expires on October 26, 2020; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Assignment and Subletting. Section 18 of the Agreement is being amended by deleting the following:

As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which consent will not be unreasonably withheld, conditioned or delayed. LESSEE may not sublet the Premises without the prior written consent of LESSOR. Any sublessee that is not an Affiliate of LESSEE shall be required to negotiate and enter a separate lease with the LESSOR prior to entering into a sublease with LESSEE.

The remainder of Section 18 of the Agreement shall remain unchanged by this First Amendment. Notwithstanding anything to the contrary in Section 18 of the Agreement, as amended, from and after the date of this First Amendment, Lessee shall have the right, at its sole discretion, to sublease or license use of the Premises and easements granted under the Agreement without the consent or approval of Lessor. Lessee shall provide written notice to Lessor within sixty (60) days after such sublease or license is fully executed.

3. Additional Rent.

a) Broadband Subtenants. In addition to the rent currently paid by Lessee to Lessor pursuant to the Agreement, if, after full execution of this First Amendment, Lessee enters into any future sublease or license with a Broadband Tenant not already a subtenant on the Premises (each a "Future Broadband Sublease"), Lessee shall pay to Lessor a monthly fee for such Future Broadband Sublease equal to Five Hundred and 00/100 Dollars (\$500.00) ("Future Broadband Sublease Fee"). The first payment of the Future Broadband Sublease Fee shall be due on the first day of the month following the commencement date of the applicable Future Broadband Sublease, and each subsequent payment shall be due on the first day of each month thereafter. Thereafter, the Future Broadband Sublease Fee shall escalate at the same time and in the same manner as set forth in the Agreement. If any Future Broadband Sublease expires or terminates

for any reason, Lessee shall no longer be obligated to pay a Future Broadband Sublease Fee for such Future Broadband Sublease. Notwithstanding anything in this paragraph to the contrary, the Future Broadband Sublease Fee applies only to the second (2<sup>nd</sup>) and subsequent Broadband Tenants. No Future Broadband Sublease Fee will be paid to Lessor in the event that there are one (1) or fewer Broadband Tenants on the Premises. As used herein, "Broadband Tenant" shall mean any subtenant which is a Commercial Mobile Radio Service ("CMRS") provider (as defined in 47 C.F.R. §20.3) engaged primarily in the business of providing wireless telephony services to its customers.

b) Non-Broadband Subtenants. In addition to the rent currently paid by Lessee to Lessor pursuant to the Lease, if, after full execution of this First Amendment, Lessee subleases, licenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not a Broadband Tenant, and not already a subtenant on the Premises (each a "Future Non-Broadband Sublease"), Lessee shall pay to Lessor a monthly fee for such Future Non-Broadband Sublease equal to Two Hundred and 00/100 Dollars (\$200.00) per month (the "Future Non-Broadband Sublease Fee"). The first payment of the Future Non-Broadband Sublease Fee shall be due on the first day of the month following the commencement date of the applicable Future Non-Broadband Sublease, and each subsequent payment shall be due on the first day of each month thereafter. Thereafter, the Future Non-Broadband Sublease Fee shall escalate at the same time and in the same manner as set forth in the Lease. If any Future Non-Broadband Sublease expires or terminates for any reason, Lessee shall no longer be obligated to pay a Future Non-Broadband Sublease Fee for such Future Non-Broadband Sublease. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Premises prior to execution of this Second Amendment shall be expressly excluded from the Future Non-Broadband Sublease Fee and Lessor shall have no right to receive any portion of such revenue.

c) Additional Rent Limited to Premises. For the avoidance of doubt, the Future Broadband Sublease Fee and the Future Non-Broadband Sublease Fee only apply to subtenants within the existing Premises. In the event Lessor and Lessee agree to expand the Premises, the Future Broadband Sublease Fee and the Future Non-Broadband Sublease Fee shall not apply to subtenants within such additional lease area.

4. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

b) Except as expressly identified in this First Amendment, Lessor owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Lessee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

c) Upon Lessee's request, Lessor shall discharge and cause to be released (or, if approved by Lessee, subordinated to Lessee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.

d) Upon Lessee's request, Lessor shall cure any defect in Lessor's title to the Premises which in the reasonable opinion of Lessee has or may have an adverse effect on Lessee's use or possession of the Premises.

e) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

f) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

5. Notices. Lessee's notice address as stated in Section 19 of the Agreement is amended as follows:

If to Lessee:

NCWPCS MPL 33 - Year Sites Tower Holdings LLC  
Attn: Network Legal  
208 S. Akard St.  
Dallas, TX 75202-4206

With a copy to:

CCATT LLC  
Attn: Legal Department  
2000 Corporate Drive  
Canonsburg, PA 15317

6. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

7. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

8. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

[Signature pages follow]

Lessor and Lessee have caused this First Amendment to be duly executed on the day and year first written above.

**LESSOR:**  
SYRACUSE CITY CORPORATION, a Utah  
municipal corporation

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

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

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

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

**LESSEE:**

NCWPCS MPL 33 - YEAR SITES TOWER  
HOLDINGS LLC, a Delaware limited liability  
company

By: CCATT LLC, a Delaware limited  
liability company  
Its: Attorney In Fact

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

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

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



# COUNCIL AGENDA

July 8, 2014

Agenda Item #e                      Proposed Resolution R14-24 updating and amending the Syracuse City purchasing policy.

## *Factual Summation*

- Any question regarding this agenda item may be directed at City Finance Director Stephen Marshall.
- Administration has reviewed the Syracuse City purchasing policy and is recommending a few changes be made. Most of the suggested revisions are reordering and consolidating sections in the document to make it flow better and to make it easier to understand.
- I have used the Utah State Auditor's office purchasing policy template as a guide in restructuring our purchasing policy. Most items in the template were already included in our existing purchasing policy. This document can be found on page 60 in the uniform accounting manual located on the state auditor's website at <http://auditor.utah.gov/wp-content/uploads/sites/6/2013/05/Uniform-Accounting-Manual-2013.pdf>.
- I have added a few new forms in the back of the purchasing policy. These include the Notice of Award, Work Change Directive, and Change Order forms.
- I added a section for required contract clauses since this was included in the State Auditor's template and is good language to include in our policy.

## *Staff Recommendation*

*Adopt the Proposed Resolution updating and amending the Syracuse City purchasing policy.*

**RESOLUTION NO. R14-24**

**A RESOLUTION OF THE SYRACUSE CITY COUNCIL UPDATING AND AMENDING THE SYRACUSE CITY PURCHASING POLICY BY MAKING CHANGES THROUGHOUT.**

**WHEREAS**, Syracuse City Staff has reviewed and analyzed the Syracuse City purchasing policy and has recommended various changes to the policy as more particularly provided in attachment A; and

**WHEREAS**, the City Council desires to adopt the revised Syracuse City purchasing policy as recommended by Staff and as more particularly provided herein;

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

**Section 1. Amendment.** The Syracuse City purchasing policy is hereby updated and amended to read in its entirety as set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

**Section 2. Severability.** If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8<sup>th</sup> DAY OF JULY, 2014.**

**SYRACUSE CITY**

ATTEST:

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

By: \_\_\_\_\_  
Terry Palmer, Mayor

**EXHIBIT A**

Updated Syracuse City Purchasing Policy

# **Syracuse City Purchasing Policy**

**Revised July 8, 2014**

**SYRACUSE CITY CORPORATION  
PURCHASING POLICY**

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**SYRACUSE CITY CORPORATION**  
**Purchasing Policy**

*Utah Code* Section 10-6 requires all city purchases and encumbrances be made or incurred according to the purchasing procedures established by the City by ordinance or resolution and only on the order or approval of the person duly authorized to act as a purchasing agent for the City. It is intended that this policy reflect that statute.

***I – GENERAL PROVISIONS***

**Policy**

As outlined by the State of Utah, this policy shall establish procedures for capital and non-capital purchases and annual contracts for the City of Syracuse, Utah. It shall be the responsibility of Department Heads to ensure the directives outlined are adhered to by Syracuse City personnel. It shall be the responsibility of the Finance Director to periodically audit expenditures and make notification of purchasing policy violations.

**Purpose**

The following policy has been created to maximize the use of Syracuse City’s financial resources. The underlying purposes of this policy are:

1. To ensure fair and equitable treatment of all persons who wish to, or do conduct business with Syracuse City.
2. To provide for the greatest possible economy in City procurement activities.
3. To foster effective broad-based competition within the free enterprise system to ensure that the City will receive the best possible service or product at the lowest possible price.

**Compliance**

This policy shall not prevent the City from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with the law. When procurement involves the expenditure of federal or state financial assistance funds, the City shall comply with applicable federal or state laws and regulations.

**Purchasing Agent**

Department Heads shall be considered “purchasing agents” for purposes of this policy. As determined by the Department Heads, others within the departments may be authorized to procure goods and services. It shall be the responsibility of the Department Heads to provide a list of individuals authorized to make purchases within the department. The list shall be given to the Finance Director and updated in a timely manner as changes occur.

## **Purchase Orders**

Purchase orders are required for supplies and equipment acquired through the bidding process. Construction projects awarded by the City Council as a result of sealed bids do not require a purchase order.

The intent of a purchase order is to demonstrate to a supplier that the individual with whom he/she is dealing has the authority to make purchases on behalf of the City. It also serves as approval for the Finance Department to disburse funds to pay for the items noted. A purchase order shall be completed and signed *before* a purchase is made. Suppliers shall be instructed that they are not to enter into a transaction with an individual who does not have a purchase order, unless previous arrangements have been made under terms of a contract.

All purchase orders shall be signed by the Department Head. Purchase orders exceeding \$10,000 shall be signed by the City Manager..

## **Other Methods of Approval**

### Payment Voucher

Payment voucher forms are available to authorize the Finance Department to disburse funds for purchases. The types of items for which payment vouchers shall be used are normally items for which invoices are not received. This may include, but not limited to, refunds, publications, and contract services.

### Payment Approval Stamp

The “Approved for Payment” stamp shall be used to authorize payment on invoices for which no purchase order was issued or required. This may include ongoing items such as utility bills, telephone & cellular bills, lease payments, and invoices for supplies purchased under an annual contract.

## **Purchases Exceeding Budgeted Amounts**

Utah State Code prohibits officers and employees of the City from incurring expenditures and encumbrances in excess of the total appropriation for any department. Prior approval for a budget adjustment must be received before a purchase is made for any item which will put a department in violation of the budget. Refer to Syracuse City Personnel Policy for disciplinary action relating to violations of this policy. A “Budget Transfer Request” shall be completed and submitted to the Finance Director after approval from the Department Head and City Manager. Use the budget transfer sheet on page 14.

The term purchases shall be defined by each individual item being purchased or each capital project. If multiple items are being purchased, then the cost of each individual item will be evaluated for purposes of this policy.

## ***II - SOURCE SELECTION AND CONTRACT FORMATION - GENERAL PROVISIONS***

### **Purchases not requiring sealed bids**

1. Purchases costing less than \$5,000 in total shall not require bids of any type. (Purchases shall not be artificially divided so as to constitute a small purchase under this section.)
2. Purchases costing more than \$5,000 but less than \$10,000 in total shall require 3 telephone bids. These bids may be reused as long as the price charged by the vendor remains the same as the price quoted. The price quotation shall be redone when the vendor's price changes or annually, whichever comes first. Use the informal price quotation sheet on page 10.
3. Purchases costing more than \$10,000 but less than \$25,000 in total shall require 3 formal price quotations through mail, fax, or email. Use the formal price quotation sheet on page 11.
4. Purchases made through the cooperative purchasing contracts administered by the State Divisions of Purchasing. The state contract number shall be written on the quotation record.
5. Purchases made from a single-source provider.
6. Purchases required during an emergency, i.e., an eminent threat to the public's health, welfare, or safety. However, as much competition as practical should be obtained; and, such purchases should be limited to amounts necessary to the resolution of the emergency.
7. Auction, Closeout, Bankruptcy Sales – If the purchasing agent determines the supplies, materials or equipment can be purchased at any public auction, closeout sale, bankruptcy sale or other similar sale, and if a majority of the City Council at a regular or special meeting concurs in such determination and makes a finding that a purchase at any such auction or sale will be made at a cost below the market cost in the community, a contract or purchase may be made without complying with the competitive bidding requirements.
8. Exchanges – Exchanges of supplies, material or equipment between the City and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies.
9. Costs associated with repair and maintenance of existing equipment.

## **Purchases Requiring Sealed Bids**

1. Contracts with purchases greater than \$25,000 shall be awarded by competitive sealed bidding except as otherwise provided by this policy. See invitation to bid form on page 12.
2. An invitation for bids shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation shall include a purchase description and all contractual terms and conditions applicable to the procurement. Public notice of the invitation for bids shall be given at least 10 days prior to the date set forth therein for the opening of bids. The notice may include publication in a newspaper of general circulation.

### Additional requirements to this rule include:

*Building Improvements and Public Works Projects:* For any building improvement or public works projects where the estimated cost exceeds the bid limit, as defined in Section 11-39-101(1) of the Utah Code, requests for bid shall be published at least twice in a newspaper of general circulation at least five (5) days before the opening of the bids.

*Class C Road Projects:* For the construction of any improvement project on Class C Roads where the estimated cost exceeds the bid limit, as defined in Section 72-6-109 of the Utah Code, advertisement for bids shall be published in a newspaper of general circulation at least once a week for three consecutive weeks before the opening of bids.

3. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any other relevant information, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection.
4. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids. The record and each bid shall be open to public inspection during regular business hours for a period of not less than thirty (30) days after the bid opening.
5. Correction or withdrawal of inadvertently erroneous bids before award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the Syracuse City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the purchasing agent.
6. The contract shall be awarded with reasonable promptness, by written notice, to the lowest bidder whose bid meets the requirements and criteria set forth in the invitation for bids. If the contract is not awarded within forty-five (45) days, the bids received will be null and the department must re-advertise for bids.

7. Bids that meet or exceed the bid limit as defined in Section 11-39-101(1) of the Utah Code, shall be approved by the Governing Body prior to issuing a notice of award. See notice of award form on page 15.

### **Use of Competitive Sealed Proposals in Lieu of Bids**

When it is determined that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by competitive sealed proposals. Competitive sealed proposals are most appropriately used for professional service-type contracts. See the request for proposal form on page 13.

Procedures for obtaining competitive sealed proposals are as follows:

1. Proposals shall be solicited through a request for proposals. Public notice of the request for proposals shall be given at least fourteen (14) days prior to the advertised date of the opening of the proposals.
2. Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award.
3. The request for proposals shall state the relative importance of price and other evaluating factors.
4. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
5. Award shall be made to the person whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

### **Professional Service Contracts**

Contracts for professional services shall be awarded at the discretion of the City Council and include, but are not limited to, the following services: architectural, auditing, banking, construction project management, engineering, insurance, janitorial services, and legal. Contracts shall be awarded based on the evaluation of professional qualifications, service ability, cost of service, and other criteria deemed applicable by the department requesting the professional service. These services are qualification-based procurement. Requests for such services should be publicly announced. Contracts should be negotiated by the City based on demonstrated competence at fair and reasonable prices.

### **Cost-Plus-A-Percentage-Of-Cost Contracts**

Subject to the limitations of this section, any type of contract which will promote the best interest of the City may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the City than any other type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract.

### **Circumstances Justifying Award of Contract Without Competition**

A contract may be awarded for a supply, services, or construction item without competition when the purchasing agent or a designee determines in writing that there is only one source for the required supply, service, or construction item; or the award to a supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item. Sole source may be considered when the required materials are consistent with established city engineering standards or is uniform to all other materials of a like item.

### **Emergency Procurement**

Notwithstanding any other provision of this chapter, when there exists a threat to public health, welfare, or safety under emergency conditions as defined in rules and regulations, the purchasing agent or designee may make or authorize others to make emergency procurements; provided that emergency procurements shall be made with as much competition as practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

### **Cancellation and Rejection of Bids**

An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the City. The reasons shall be made part of the contract file.

### **Required Contract Clauses**

1. The unilateral right of the City to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. See change order form or work change directive form on page 16-17.
2. Variations occurring between estimated quantities of work in a contract and actual quantities. See change order form on page 17.
3. Suspension of work ordered by the City. See work change directive form on page 16.

### ***III – SPECIFICATIONS***

All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the City’s needs, and shall not be unduly restrictive. Where practical and reasonable, and within the scope of this article, Syracuse City and Utah products shall be given preference.

### ***IV – APPEALS***

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the purchasing agent. An appeal shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts.

The purchasing agent shall issue a written decision within fourteen (14) days regarding the appeal if it is not settled by a mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to appeal to the City Council.

The appeal to the City Council shall be the final appeal on the City level.

### ***V – ETHICS IN PUBLIC CONTRACTING***

No person involved in making procurement decisions may have personal investments in any business entity which will create a substantial conflict between their private interest and their public duties. Any personal interest between the supplier and the decision maker must be disclosed in writing and filed with the Finance Director.

Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan or reward, or any promise thereof, either for the person’s own use or the use or benefit of any other person or organization from any person or organization interested in selling to the City.

# INFORMAL COMPETITIVE PRICE QUOTATION RECORD

Department: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Item Description: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Quantity: \_\_\_\_\_ Date Needed: \_\_\_\_\_

| Vendor | Phone # | Person Contacted | Price Quote |
|--------|---------|------------------|-------------|
|        |         |                  |             |
|        |         |                  |             |
|        |         |                  |             |
|        |         |                  |             |

Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Complete when using State bid:

Contract Number \_\_\_\_\_

Vendor \_\_\_\_\_

Effective Dates of Contract: \_\_\_\_\_ through \_\_\_\_\_

Signature of Purchasing Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**SYRACUSE CITY CORPORATION**  
**REQUEST FOR QUOTATION**  
(THIS IS NOT AN ORDER)

Please include this sheet as the cover for your price quote. Mark price quote as follows:

Mail / Hand Deliver / Fax to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Quotes will be accepted until: (date) \_\_\_\_\_ (time) \_\_\_\_\_

Description of item(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Specify Name Brand of Item: \_\_\_\_\_

Quote Price, FOB Syracuse, Utah: \_\_\_\_\_

Approximate Delivery Date: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Price Quote Honored Through: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Variations to Specifications (attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Syracuse City reserves the right to accept or reject this quote, or any portion thereof, and call for new quotes if their interests or convenience are better served by such a course.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SYRACUSE CITY CORPORATION**  
**INVITATION TO BID**  
(THIS IS NOT AN ORDER)

Please include this sheet as the cover for your bid. Mark sealed bids as follows:

Mail / Hand Deliver to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bids will be accepted until: (date) \_\_\_\_\_ (time) \_\_\_\_\_

Description of item(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Specify Name Brand of Item: \_\_\_\_\_

Bid Price, FOB Syracuse, Utah: \_\_\_\_\_

Approximate Delivery Date: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Bid Price Honored Through: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Variations to Specifications (attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Syracuse City reserves the right to accept or reject this bid, or any portion thereof, and call for new bids if their interests or convenience are better served by such a course.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SYRACUSE CITY CORPORATION**  
**REQUEST FOR PROPOSAL**  
(THIS IS NOT A REQUEST FOR SERVICES)

Please include this sheet as the cover for your proposal. Mark proposals as follows:

Mail / Hand Deliver to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposals will be accepted until: (date) \_\_\_\_\_ (time) \_\_\_\_\_

Description of service(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Specify Services Provided: \_\_\_\_\_

Proposal Price: \_\_\_\_\_

Time Period of Services: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Proposal Honored Through: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Additional Comments (attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Syracuse City reserves the right to accept or reject this proposal, or any portion thereof, and call for new proposals if their interests or convenience are better served by such a course.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SYRACUSE CITY  
BUDGET TRANSFER**

Requesting Department \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Within Department

\_\_\_\_\_ To Another Department (Requires Council Approval)

Explanation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

GL Account

Amount

Budget Transfer to:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Budget Transfer from:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

Invoice Number: \_\_\_\_\_ PO Number \_\_\_\_\_

Departmental Approval: \_\_\_\_\_

City Administrator Approval: \_\_\_\_\_

Budget Officer Approval: \_\_\_\_\_

# Notice of Award

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

|                                  |                       |
|----------------------------------|-----------------------|
| Project:                         |                       |
| Owner: Syracuse City Corporation | Owner's Contract No.: |
| Contract:                        |                       |
| Bidder:                          |                       |
| Bidder's Address:                |                       |
|                                  |                       |
|                                  |                       |

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \_\_\_\_\_.

The Contract Price of your Contract is \_\_\_\_\_ (\$\_\_\_\_\_).

\_\_\_\_\_ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

\_\_\_\_\_ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [\_\_\_\_\_] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
Owner  
By: \_\_\_\_\_  
Authorized Signature  
\_\_\_\_\_  
Title



## Change Order No. \_\_\_\_\_

|                         |              |                             |
|-------------------------|--------------|-----------------------------|
| Date of Issuance: _____ |              | Effective Date: _____       |
| Project: _____          | Owner: _____ | Owner's Contract No.: _____ |
| Contract: _____         |              | Date of Contract: _____     |
| Contractor: _____       |              | _____                       |

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

---

**Attachments (list documents supporting change):**

---

| CHANGE IN CONTRACT PRICE:                                                                               | CHANGE IN CONTRACT TIMES:                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Original Contract Price:<br><br>\$ _____                                                                | Original Contract Times: <input type="checkbox"/> Workingdays <input type="checkbox"/> Calendar days<br>Substantial completion (days or date): _____<br>Ready for final payment (days or date): _____ |
| [Increase] [Decrease] from previously approved<br>Change Orders No. _____ to No. _____:<br><br>\$ _____ | [Increase] [Decrease] from previously approved Change Orders<br>No. _____ to No. _____:<br>Substantial completion (days): _____<br>Ready for final payment (days): _____                              |
| Contract Price prior to this Change Order:<br><br>\$ _____                                              | Contract Times prior to this Change Order:<br>Substantial completion (days or date): _____<br>Ready for final payment (days or date): _____                                                           |
| [Increase] [Decrease] of this Change Order:<br><br>\$ _____                                             | [Increase] [Decrease] of this Change Order:<br>Substantial completion (days or date): _____<br>Ready for final payment (days or date): _____                                                          |
| Contract Price incorporating this Change Order:<br><br>\$ _____                                         | Contract Times with all approved Change Orders:<br>Substantial completion (days or date): _____<br>Ready for final payment (days or date): _____                                                      |

|                                                                     |                                                               |                                                                    |
|---------------------------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------|
| <b>RECOMMENDED:</b><br>By: _____<br>Engineer (Authorized Signature) | <b>ACCEPTED:</b><br>By: _____<br>Owner (Authorized Signature) | <b>ACCEPTED:</b><br>By: _____<br>Contractor (Authorized Signature) |
| Date: _____                                                         | Date: _____                                                   | Date: _____                                                        |
| Approved by Funding Agency (if applicable):                         |                                                               | Date: _____                                                        |
| _____                                                               |                                                               | _____                                                              |

# Syracuse City Purchasing Policy

~~Adopted~~ Revised September 14, 2010 July 8, 2014

# SYRACUSE CITY CORPORATION PURCHASING POLICY

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## SYRACUSE CITY CORPORATION Purchasing Policy

*Utah Code* Section 10-6 requires all city purchases and encumbrances be made or incurred according to the purchasing procedures established by the City by ordinance or resolution and only on the order or approval of the person duly authorized to act as a purchasing agent for the City. It is intended that this policy reflect that statute.

### ***I – GENERAL PROVISIONS***

#### **Policy**

As outlined by the State of Utah, this policy shall establish procedures for capital and non-capital purchases and annual contracts for the City of Syracuse, Utah. It shall be the responsibility of Department Heads to ensure the directives outlined are adhered to by Syracuse City personnel. It shall be the responsibility of the Finance ~~Manager~~ Director to periodically audit expenditures and make notification of purchasing policy violations.

#### **Purpose**

The following policy has been created to maximize the use of Syracuse City’s financial resources. The underlying purposes of this policy are:

1. To ensure fair and equitable treatment of all persons who wish to, or do conduct business with Syracuse City.
2. To provide for the greatest possible economy in City procurement activities.
3. To foster effective broad-based competition within the free enterprise system to ensure that the City will receive the best possible service or product at the lowest possible price.

#### **Compliance**

This policy shall not prevent the City from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with the law. When procurement involves the expenditure of federal or state financial assistance funds, the City shall comply with applicable federal ~~laws or state laws~~ and regulations.

#### **Purchasing Agent**

Department Heads shall be considered “purchasing agents” for purposes of this policy. As determined by the Department Heads, others within the departments may be authorized to procure goods and services. It shall be the responsibility of the Department Heads to provide a

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list of individuals authorized to make purchases within the department. The list shall be given to the Finance ~~Manager~~Director and updated in a timely manner as changes occur.

## **Purchase Orders**

Purchase orders are required for supplies and equipment acquired through the bidding process. ~~This includes informal, formal, and sealed bids.~~—Construction projects awarded by the City Council as a result of sealed bids do not require a purchase order.

The intent of a purchase order is to demonstrate to a supplier that the individual with whom he/she is dealing has the authority to make purchases on behalf of the City. It also serves as approval for the Finance Department to disburse funds to pay for the items noted. A purchase order shall be completed and signed *before* a purchase is made. Suppliers shall be instructed that they are not to enter into a transaction with an individual who does not have a purchase order, unless previous arrangements have been made under terms of a contract.

All purchase orders shall be signed by the Department Head. Purchase orders exceeding \$10,000 shall be signed by the City ~~Administrator~~Manager. ~~Purchase orders for any non-budgeted capital purchases shall also be signed by the City Administrator.~~

## **Other Methods of Approval**

### Payment Voucher

Payment voucher forms are available to authorize the Finance Department to disburse funds for purchases. The types of items for which payment vouchers shall be used are normally items for which invoices are not received. This may include, but not limited to, refunds, publications, and contract services.

### Payment Approval Stamp

The “Approved for Payment” stamp shall be used to authorize payment on invoices for which no purchase order was issued or required. This may include ongoing items such as utility bills, telephone & cellular bills, lease payments, and invoices for supplies purchased under an annual contract.

## **Purchases Exceeding Budgeted Amounts**

Utah State Code prohibits officers and employees of the City from incurring expenditures and encumbrances in excess of the total appropriation for any department. Prior approval for a budget adjustment must be received before a purchase is made for any item which will put a department in violation of the budget. Refer to Syracuse City Personnel Policy for disciplinary action relating to violations of this policy. A “Budget Transfer Request” shall be completed and submitted to the Finance ~~Manager~~Director after approval from the ~~Budget Officer~~Department Head and City ~~Administrator~~Manager. Use the budget transfer sheet on page 14.

The term purchases shall be defined by each individual item being purchased or each capital project. If multiple items are being purchased, then the cost of each individual item will be evaluated for purposes of this policy.

## **II - SOURCE SELECTION AND CONTRACT FORMATION - GENERAL PROVISIONS**

### **Purchases not requiring sealed bids,**

1. Purchases costing less than \$5,000 in total shall not require bids of any type. (Purchases shall not be artificially divided so as to constitute a small purchase under this section.)
2. Purchases costing more than \$5,000 but less than \$10,000 in total shall require 3 telephone bids. These bids may be reused as long as the price charged by the vendor remains the same as the price quoted. The price quotation shall be redone when the vendor's price changes or annually, whichever comes first. Use the informal price quotation sheet on page 10.
3. Purchases costing more than \$10,000 but less than \$25,000 in total shall require 3 formal price quotations through mail, fax, or email. Use the formal price quotation sheet on page 11.
4. Purchases made through the cooperative purchasing contracts administered by the State Divisions of Purchasing. The state contract number shall be written on the quotation record.
5. Purchases made from a single-source provider.
6. Purchases required during an emergency, i.e., an eminent threat to the public's health, welfare, or safety. However, as much competition as practical should be obtained; and, such purchases should be limited to amounts necessary to the resolution of the emergency.
7. Auction, Closeout, Bankruptcy Sales – If the purchasing agent determines the supplies, materials or equipment can be purchased at any public auction, closeout sale, bankruptcy sale or other similar sale, and if a majority of the City Council at a regular or special meeting concurs in such determination and makes a finding that a purchase at any such auction or sale will be made at a cost below the market cost in the community, a contract or purchase may be made without complying with the competitive bidding requirements.
8. Exchanges – Exchanges of supplies, material or equipment between the City and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies.
9. Costs associated with repair and maintenance of existing equipment.

## ~~II – COMPETITIVE BIDDING REQUIREMENTS AND CONTRACT INFORMATION~~

### ~~A. Bidding Requirements~~

- ~~1. All bidding requirements may be dispensed for all non-capital purchases less than \$5,000 per item. Purchases shall not be artificially divided so as to constitute a small purchase under this section.~~
- ~~2. Capital purchases are assets acquired for use in operations, have a useful life of one year or more, and cost \$5,000 or more. All capital purchases must follow bidding requirements detailed below.~~

### ~~B. Purchases Requiring Informal Price Quotations~~

- ~~1. Non-capital purchases of \$5,000.01 and above per item.~~
- ~~2. Capital purchases of \$5,000.01 to \$10,000.~~

~~Informal price quotations shall be solicited from qualified prospective vendors by oral, written, or telephone requests from at least three (3) vendors. Quotations shall be recorded on an “Informal Competitive Price Quotation Record”. One copy of the quotation records shall remain with the department and one copy shall be attached to the purchase order. Reasons for including less than three quotations shall be stated on the form.~~

~~When it is determined the vendor is a sole source supplier, the Informal Price Quotation shall contain information on how the determination of the sole source was made. If three vendors were called and only one had the product, the form shall contain the names of the vendors contacted. Every effort shall be made by the department to obtain three (3) qualified bids.~~

~~Because of the extensive bidding processing done by the State of Utah, their contract prices can be used in lieu of three quotations. The State bid number shall be listed on the quotation record along with the individual contacted.~~

~~The Informal Competitive Price Quotation Records may be reused as long as the price charged by the vendor remains the same as the price quoted. The quotation shall be redone when the vendor’s price changes or annually, whichever comes first.~~

### ~~C. Purchases Requiring Formal Price Quotations~~

- ~~1. Capital purchases of \$10,000.01 to \$25,000.~~
- ~~2. Professional services contracts exceeding \$10,000 per project or if the contract is ongoing, per budget year.~~

Formal price quotations shall be obtained through the mail, fax, or email with the "Request for Quotation" form prior to the order date. It shall be the responsibility of the requesting department to review the quotations received and select a vendor. Copies of the quotations shall be kept on file in the requesting department. A brief summary of the quotations and award shall be attached to the purchase order.

State of Utah contract prices may be used in lieu of obtaining formal price quotations. The State bid number shall be listed on the bid summary along with the individual contacted.

#### **D. Purchases Requiring Sealed Bids**

1. Capital purchases above \$25,000.01.
2. Public Works projects exceeding the bid limit as defined by Utah Code.
1. Contracts with purchases greater than \$25,000 shall be awarded by competitive sealed bidding except as otherwise provided by this policy. See invitation to bid form on page 12.
2. An invitation for bids shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation shall include a purchase description and all contractual terms and conditions applicable to the procurement. Public notice of the invitation for bids shall be given at least 10 days prior to the date set forth therein for the opening of bids. The notice may include publication in a newspaper of general circulation.

Additional requirements to this rule include:

*Building Improvements and Public Works Projects:* For any building improvement or public works projects where the estimated cost exceeds the bid limit, as defined in Section 11-39-101(1) of the Utah Code, requests for bid shall be published at least twice in a newspaper of general circulation at least five (5) days before the opening of the bids.

*Class C Road Projects:* For the construction of any improvement project on Class C Roads where the estimated cost exceeds the bid limit, as defined in Section 72-6-109 of the Utah Code, advertisement for bids shall be published in a newspaper of general circulation at least once a week for three consecutive weeks before the opening of bids.

3. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any other relevant information, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection.
4. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids. The record and each bid shall be open to public inspection during regular business hours for a period of not less than thirty (30) days after the bid opening.

5. Correction or withdrawal of inadvertently erroneous bids before award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the Syracuse City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the purchasing agent.
6. The contract shall be awarded with reasonable promptness, by written notice, to the lowest bidder whose bid meets the requirements and criteria set forth in the invitation for bids. If the contract is not awarded within forty-five (45) days, the bids received will be null and the department must re-advertise for bids.
7. Bids that meet or exceed the bid limit as defined in Section 11-39-101(1) of the Utah Code, shall be approved by the Governing Body prior to issuing a notice of award. See notice of award form on page 15.

Procedures for obtaining sealed bids:

- a) An invitation for bids shall be issued. The invitation shall include a general description of the articles to be purchased and all contractual terms and conditions applicable to the procurement. The invitation shall also state where bid blanks and specifications may be secured and the time and place for opening bids.
- b) Notices inviting bids shall be published at least ten (10) days before the date of opening of the bids. Notices shall be published at least once in a newspaper of general circulation in the City.
- c) Exceptions to this rule include:

*Building Improvements and Public Works Projects:* For any building improvement or public works projects where the estimated cost exceeds the bid limit, as defined in Section 11-39-101(1) of the Utah Code, requests for bid shall be published at least twice in a newspaper of general circulation at least five (5) days before the opening of the bids.

*Class C Road Projects:* For the construction of any improvement project on Class C Roads where the estimated cost exceeds the bid limit, as defined in Section 72-6-109 of the Utah Code, advertisement for bids shall be published in a newspaper of general circulation at least once a week for three consecutive weeks before the opening of bids.

- d) Bids shall be opened publicly in the presence of two or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any relevant information, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection during regular business hours for a period of not less than thirty (30) days after the bid opening.
- e) Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated by the requesting department based on the requirements set forth in the invitation for bids.
- f) Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After

~~bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the requesting department.~~

- ~~g) The contract shall be awarded by the requesting department within thirty (30) days to the lowest bidder whose bid meets the requirements and criteria set forth in the invitation for bids. If the contract is not awarded within thirty (30) days, the bids received will be null and the department must re-advertise for bids.~~
- ~~h) If two (2) or more bids received are the low bids and are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the City Council shall determine which bid, if any, to accept after negotiation with the tied bidders.~~
- ~~i) Received bids shall be kept on file in the requesting department. A brief summary of the bids and award shall be attached to the purchase order.~~

### **E. Use of Competitive Sealed Proposals in Lieu of Bids**

When it is determined that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by competitive sealed proposals. Competitive sealed proposals are most appropriately used for professional service-type contracts. [See the request for proposal form on page 13.](#)

Procedures for obtaining competitive sealed proposals are as follows:

- ~~1.~~ Proposals shall be solicited through a request for proposals. Public notice of the request for proposals shall be given at least fourteen (14) days prior to the advertised date of the opening of the proposals.
- ~~1.~~ ~~2.~~ Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award.
- ~~2.~~ ~~3.~~ The request for proposals shall state the relative importance of price and other evaluating factors.
- ~~3.~~ ~~4.~~ Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- ~~4.~~ Award shall be made to the person whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

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#### **F. Professional Service Contracts**

Contracts for professional services shall be awarded at the discretion of the City Council and include, but are not limited to, the following services: architectural, auditing, banking, construction project management, engineering, ~~construction project management~~, insurance, janitorial services, and legal. Contracts shall be awarded based on the evaluation of professional qualifications, service ability, cost of service, and other criteria deemed applicable by the department requesting the professional service. These services are qualification-based procurement. Requests for such services should be publicly announced. Contracts should be negotiated by the City based on demonstrated competence at fair and reasonable prices.

#### **G. Cost-Plus-A-Percentage-Of-Cost Contracts**

Subject to the limitations of this section, any type of contract which will promote the best interest of the City may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the City than any other type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract.

#### **H. Circumstances Justifying Award of Contract Without Competition**

A contract may be awarded for a supply, services, or construction item without competition when the purchasing agent or a designee determines in writing that there is only one source for the required supply, service, or construction item; or the award to a supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item. Sole source may be considered when the required materials are consistent with established city engineering standards or is uniform to all other materials of a like item.

#### **I. Emergency Procurement**

Notwithstanding any other provision of this chapter, when there exists a threat to public health, welfare, or safety under emergency conditions as defined in rules and regulations, the purchasing agent or designee may make or authorize others to make emergency procurements; provided that emergency procurements shall be made with as much competition as practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

#### **J. Cancellation and Rejection of Bids**

An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the City. The reasons shall be made part of the contract file.

### **Required Contract Clauses**

1. The unilateral right of the City to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. See change order form or work change directive form on page 16-17.
2. Variations occurring between estimated quantities of work in a contract and actual quantities. See change order form on page 17.
3. Suspension of work ordered by the City. See work change directive form on page 16.

### **K. Exemptions to Competitive Bidding Requirements**

1. ~~Special Contracts—Contracts which by their nature are not adapted to being awarded by competitive bidding shall not be subject to the bidding requirements. Examples of such contracts are: contracts for equipment similar to existing City-owned equipment on which City personnel are already trained or contracts for equipment which is compatible with existing City-owned equipment for which the City maintains an inventory of replacement parts.~~
2. ~~Auction, Closeout, Bankruptcy Sales—If the purchasing agent determines the supplies, materials or equipment can be purchased at any public auction, closeout sale, bankruptcy sale or other similar sale, and if a majority of the City Council at a regular or special meeting concurs in such determination and makes a finding that a purchase at any such auction or sale will be made at a cost below the market cost in the community, a contract or purchase may be made without complying with the competitive bidding requirements.~~
3. ~~Exchanges—Exchanges of supplies, material or equipment between the City and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies.~~

### ***III – SPECIFICATIONS***

All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the City’s needs, and shall not be unduly restrictive. Where practical and reasonable, and within the scope of this article, Syracuse City and Utah products shall be given preference.

### ***IV – APPEALS***

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Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the purchasing agent. An appeal shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts.

The purchasing agent shall issue a written decision within fourteen (14) days regarding the appeal if it is not settled by a mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to appeal to the City Council.

The appeal to the City Council shall be the final appeal on the City level.

#### ***V – ETHICS IN PUBLIC CONTRACTING***

No person involved in making procurement decisions may have personal investments in any business entity which will create a substantial conflict between their private interest and their public duties. Any personal interest between the supplier and the decision maker must be disclosed in writing and filed with the Finance ~~Manager~~Director.

Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan or reward, or any promise thereof, either for the person's own use or the use or benefit of any other person or organization from any person or organization interested in selling to the City.

## INFORMAL COMPETITIVE PRICE QUOTATION RECORD

Department: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Item Description: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Quantity: \_\_\_\_\_ Date Needed: \_\_\_\_\_

| Vendor | Phone # | Person Contacted | Price Quote |
|--------|---------|------------------|-------------|
|        |         |                  |             |
|        |         |                  |             |
|        |         |                  |             |
|        |         |                  |             |

Notes: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Complete when using State bid:

Contract Number \_\_\_\_\_

Vendor \_\_\_\_\_

Effective Dates of Contract: \_\_\_\_\_ through \_\_\_\_\_

Signature of Purchasing Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**SYRACUSE CITY CORPORATION**  
**REQUEST FOR QUOTATION**  
(THIS IS NOT AN ORDER)

Please include this sheet as the cover for your price quote. Mark price quote as follows:

Mail / Hand Deliver / Fax to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Quotes will be accepted until: (date) \_\_\_\_\_ (time) \_\_\_\_\_

Description of item(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Specify Name Brand of Item: \_\_\_\_\_

Quote Price, FOB Syracuse, Utah: \_\_\_\_\_

Approximate Delivery Date: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Price Quote Honored Through: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Variations to Specifications (attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Syracuse City reserves the right to accept or reject this quote, or any portion thereof, and call for new quotes if their interests or convenience are better served by such a course.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SYRACUSE CITY CORPORATION**  
**INVITATION TO BID**  
(THIS IS NOT AN ORDER)

Please include this sheet as the cover for your bid. Mark sealed bids as follows:

Mail / Hand Deliver to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bids will be accepted until: (date) \_\_\_\_\_ (time) \_\_\_\_\_

Description of item(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Specify Name Brand of Item: \_\_\_\_\_

Bid Price, FOB Syracuse, Utah: \_\_\_\_\_

Approximate Delivery Date: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Bid Price Honored Through: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Variations to Specifications (attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Syracuse City reserves the right to accept or reject this bid, or any portion thereof, and call for new bids if their interests or convenience are better served by such a course.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SYRACUSE CITY CORPORATION**  
**REQUEST FOR PROPOSAL**  
(THIS IS NOT A REQUEST FOR SERVICES)

Please include this sheet as the cover for your proposal. Mark proposals as follows:

Mail / Hand Deliver to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Proposals will be accepted until: (date) \_\_\_\_\_ (time) \_\_\_\_\_

Description of service(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Specify Services Provided: \_\_\_\_\_

Proposal Price: \_\_\_\_\_

Time Period of Services: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Proposal Honored Through: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

Additional Comments (attach additional sheets if necessary): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Syracuse City reserves the right to accept or reject this proposal, or any portion thereof, and call for new proposals if their interests or convenience are better served by such a course.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SYRACUSE CITY  
BUDGET TRANSFER**

Requesting Department \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Within Department

\_\_\_\_\_ To Another Department (Requires Council Approval)

Explanation: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

| <u>GL Account</u>   | <u>Amount</u> |
|---------------------|---------------|
| Budget Transfer to: |               |
| _____               | _____         |
| _____               | _____         |
| _____               | _____         |
| _____               | _____         |
| _____               | _____         |

|                       |       |
|-----------------------|-------|
| Budget Transfer from: |       |
| _____                 | _____ |
| _____                 | _____ |
| _____                 | _____ |
| _____                 | _____ |
| _____                 | _____ |

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

Invoice Number: \_\_\_\_\_ PO Number \_\_\_\_\_

Departmental Approval: \_\_\_\_\_

City Administrator Approval: \_\_\_\_\_

Budget Officer Approval: \_\_\_\_\_

# Notice of Award

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

Project: \_\_\_\_\_

Owner: Syracuse City Corporation

Owner's Contract No.: \_\_\_\_\_

Contract: \_\_\_\_\_

Bidder: \_\_\_\_\_

Bidder's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are notified that your Bid dated \_\_\_\_\_ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for \_\_\_\_\_.

The Contract Price of your Contract is \_\_\_\_\_ (\$ \_\_\_\_\_).

\_\_\_\_\_ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

\_\_\_\_\_ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [ \_\_\_\_\_ ] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

\_\_\_\_\_  
Owner

By:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title



**Change Order No.**

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Date of Issuance:

Effective Date:

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Project:

Owner:

Owner's Contract No.:

Contract:

Date of Contract:

Contractor:

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

Attachments (list documents supporting change):

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

Original Contract Times:  Workingdays  Calendar days

\$ \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_ :

[Increase] [Decrease] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_ :

\$ \_\_\_\_\_

Substantial completion (days): \_\_\_\_\_

Ready for final payment (days): \_\_\_\_\_

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

\$ \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ \_\_\_\_\_

Substantial completion (days or date): \_\_\_\_\_

Ready for final payment (days or date): \_\_\_\_\_

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Owner (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

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

Approved by Funding Agency (if applicable):

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

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# COUNCIL AGENDA

July 8, 2014

Agenda Item # **f** Introduction of draft revisions to the Syracuse City Emergency Operations Plan.

***Factual Summation***

- Any question regarding this agenda item may be directed at Fire Chief Eric Froerer.
- Over the past several months the Department Heads, City Manager and Mayor have been reviewing and revising our Emergency Operations Plan. The full plan in draft is very comprehensive, and is ready for council review. The Elected Officials Guide is a summary of what is in the full EOP, with additional insight for you as a council member. Please review the EOP in order to be prepared for a more in depth discussion scheduled during a future work session.

***Recommendation***

Accept the draft Emergency Operations Plan for review in anticipation of discussion at a future work session meeting.

This guide is designed to provide the Syracuse City Council with information relating to their roles during disasters and to assist them in the decision-making process.

As an elected official, you have a significant role in the Syracuse City emergency response organization and your response to disasters is an important part of the continuity of government. Your actions influence community members as well as employees and directly impact the City's ability to protect lives, property, and the environment.

Your primary role during a disaster is one of policymaker, communicator, liaison, and oversight. You know the needs of the community and you have already established effective channels of communication with your constituents.

The City's Emergency Operations Plan (EOP) clearly spells out how the City and various other agencies, individually and collectively, prepare for, respond to, and recover from disasters. This integrated emergency management system is based on an "all-hazards approach" to dealing with incidents which allow the City to manage disasters no matter the size or complexity.

As with all disaster service workers, your ability to support emergency response efforts will depend directly upon your preparedness at home and at work.

Please take the time to familiarize yourself with this guide.



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## PHASES OF EMERGENCY MANAGEMENT

The phases of emergency management (mitigation & prevention, preparedness, response, and recovery) represent the various elements of a disaster. The phases are dynamic and interconnected. For example, tasks taken to recover from a disaster may have effects on mitigation, preparedness, and response to future occurrences and recovery efforts will begin almost immediately while the initial response efforts are still underway.



### MITIGATION & PREVENTION

Mitigation refers to any sustained action taken to reduce or eliminate long-term risk to life and property from a hazard event. Mitigation, also known as prevention (when done before a disaster), encourages long-term reduction of hazard vulnerability. The goal of mitigation is to decrease the need for response as opposed to simply increasing the response capability. Mitigation can protect critical community facilities, reduce exposure to liability, and minimize community disruption.

### PREPAREDNESS

Preparedness involves activities that are done before a disaster; such as training, planning, community education and exercises. As a civic leader you should encourage others to have plans and emergency supplies for both their home and workplace. Additionally, you should be encouraging them to get involved in their community and promote a neighborhood approach to emergency preparedness. Additionally, you have the opportunity to be a good example by developing a family disaster plan and creating an emergency supplies kit for both your home and your workplace.



### Syracuse Community Preparedness Programs

- *Syracuse CERT* - The Community Emergency Response Team (CERT) Program is a twenty-one hour course that educates citizens about disaster preparedness for hazards that may impact their neighborhood. This course trains them in basic disaster response skills, such as fire safety, light search and rescue, team organization, and disaster medical operations. Using the training learned



in the classroom and during exercises, CERT members can assist others in their home, neighborhood, or workplace following an event when professional responders are not immediately available to help. Contact the Fire Department to find out about classes.

- *Fire and Life Safety Presentations* – The Syracuse Fire Department makes presentations upon request to citizen groups. Call (801)614-9614 for more information.
- *CPR and First-Aid Training* – Syracuse Fire Department has certified CPR/AED/First Aid Instructors. Classes are offered monthly for a small fee.
- *Certified Child Safety Seat Program* - Contact the Syracuse Fire Department for an appointment to check your child safety seats.

## RESPONSE

Disasters and emergencies involve significant risks to life safety and welfare. Natural disasters, such as floods, involve contaminated flood water and debris that can produce a myriad of hazards. Major fires produce smoke, toxic gases, and the possibility of structural collapse. Hazardous materials events usually involve toxic materials that can cause numerous types of health hazards. Terrorism threats can involve chemical, biological, radiological, nuclear, or explosive devices. Major earthquakes can impact virtually every aspect of our society.

Syracuse City's priorities for response:

1. Saving lives
2. Stabilizing the incident
3. Protecting & restoring critical facilities (systems)
4. Reducing property damage
5. Protecting the environment

*Response Time* - Residents may think that government is slow to respond. It typically takes the federal government at least 72 hours to respond to a local emergency. Hurricane Katrina has demonstrated that local, state, and federal governments can be overwhelmed and the community's expectations will not match the government's capabilities.

*Public Information* - Residents may report difficulty getting critical information about the disaster from the news media. Despite our efforts to communicate through the media by issuing regular news releases, local media often choose to edit the information significantly, which can make it inaccurate, or not use it at all in their reports. The virtually instantaneous spike in social media use in response to disasters is reported in a variety of industry and academic research. Social media use rises during disasters as people seek immediate and in-depth information. Research points to the fruitfulness of monitoring social media in general and during disasters in particular, which can help determine the public's real-time sentiments and reactions to organizations' disaster responses.

## RECOVERY

Recovery involves all of the cleanup and restoration activities that are necessary to be able to return the area to normal. This involves getting all of the damage repaired, utilities restored, and the debris cleaned up. Recovery is often the hardest phase of the disaster and may continue for an extended time. As soon as it is safe to do so, Syracuse City will conduct preliminary damage assessments to determine the level of property damage and the parts of the critical infrastructure that may be damaged.

Syracuse City has the primary responsibility for protecting its residents from disasters, and for helping them to recover when disaster strikes. Government agencies at all levels are key partners in this process, offering resources and programs that will help Syracuse City, its residents, and business owners pick up the pieces and return the community back to normal as quickly as possible.

Disaster recovery is rarely an easy process. It is financially, physically, and emotionally exhausting for everyone involved. Confusion and misinformation about relief programs often becomes an enormous source of frustration for the community members who are impacted, and for the local officials who are involved in the response. The constant delivery of information to the public regarding recovery efforts will be necessary.

Residents have their own priorities which may be different than those of the City's. Residents are often unaware of the scope of a disaster and may have unrealistic expectations about what Syracuse City can do for them as everyone works to recover.

### Disaster Recovery Considerations

- *Debris Removal* - Debris removal on private property is typically not covered by FEMA or Syracuse and is the property owner's responsibility. If you have a constituent who has a significant problem with debris removal, you may contact the City Manager. Ways may be found to assist them.
- *Rebuilding* - Residents may want to rebuild their house or business in the flood plain or hazard area. This brings up zoning and local ordinance issues that may need to be addressed by the City Council.
- *Generators and Sandbags* – May be available from hardware stores, equipment supply companies, and equipment rental businesses but may run out during disasters. It is best for residents to have enough basic supplies on hand so that they can be on their own for at least 72 hours.

#### During the recovery phase, Syracuse may be able to provide:

- Drinking water
- Emergency shelter
- Emergency medical transport/treatment
- Assistance in seeking disaster assistance

But we normally do not provide:

- Batteries
- Flashlights
- Ice
- Generators
- Food (except in shelters and mass feeding sites)
- Transportation

These items can typically be purchased or arranged through retail establishments. If you receive questions from your constituents about these issues, you may want to refer them to the phone book.

One of the most important contributions that City Council members can make is to point constituents in the right direction for the information they need. That might be to a FEMA Tele-registration number, the FEMA assistance website (<http://www.fema.gov/assistance/index.shtm>), a local FEMA disaster recovery center, or there may be a need for volunteers to help with debris removal or other cleanup activities. If you have a constituent who has a special need for items or services, contact the EOC or the City Manager.

### **Types of Federal Disaster Assistance**

None of FEMA's programs are designed to replace individual losses 100% -- only to bring living conditions back to a "safe and habitable" condition. The majority of federal disaster assistance is conveyed in the form of U.S. Small Business Administration (SBA) Loans, not grants. Public and private entities will complete stacks of paperwork, undergo numerous inspections, and devote hundreds of staff-hours toward reimbursement for disaster-related losses. Despite these complexities, federal disaster relief is all that many individuals have to rely on to rebuild their lives. This is particularly true for those homeowners without flood insurance – and 30% of disaster related claims occur outside federally designated floodplain areas. Not all federal disaster relief programs are activated for every disaster. Presidential decisions about relief programs are based on the preliminary damage assessment and any subsequent information that may be discovered. Some disaster declarations will provide only Individual Assistance (private) or only Public Assistance (government). Hazard mitigation opportunities are available in most situations.

Federal disaster assistance available under a major disaster declaration falls into three general categories:

- *Individual Assistance* - aid to individuals, families and business owners.
- *Public Assistance* - aid to public (and certain private non-profit) entities for certain emergency services and the repair or replacement of disaster-damaged public facilities.
- *Hazard Mitigation Assistance* - funding for measures designed to reduce future losses to public and private property. In the event of a major disaster declaration, all counties within the declared State are eligible to apply for assistance under the Hazard Mitigation Grant Program.

A brief overview of each of these programs follows.

### **Individual Assistance**

This assistance is directed towards residents, business owners, individuals, and families - In every case, the disaster victim must register for assistance to establish eligibility. FEMA (or the providing agency) will verify eligibility and determine a need before assistance is offered. Individual Assistance includes the following programs.

- *Temporary Housing Assistance* - assures that people whose homes are damaged by disaster have a safe place to live until repairs can be completed. These programs are designed to provide funds for expenses that are not covered by insurance. They are available only to homeowners and renters who are legal residents of the United States and who were displaced by the disaster. Non-

legal residents may be eligible for similar types of assistance through the American Red Cross or other non-governmental agencies.

- *Home Repair Assistance* - helps repair a home to a “habitable” condition. The amount of the check is based on structural damage, as determined by a FEMA inspection.
- *Rental Assistance* - provides for rent until affected structure becomes habitable.
- *Mortgage and Rental Assistance (MRA)* - provides a check to pay the rent or mortgage to prevent eviction or foreclosure.
- *Small Business Administration Disaster Loans* - The SBA can provide three types of disaster loans to qualified homeowners and businesses: Home Disaster Loans to homeowners and renters, Business Physical Disaster Loans to business owners to repair or replace disaster-damaged property, and Economic Injury Disaster Loans, which provide capital to small businesses and to small agricultural cooperatives to assist them through the disaster recovery period. For many individuals the SBA disaster loan program is the primary form of disaster assistance.
- *Individual and Family Grants (IFG)* - The IFG provides funds for the necessary expenses and serious needs of disaster victims that cannot be met through insurance or other forms of disaster assistance (including low interest loans from the Small Business Administration). Among the needs that can be met through the IFG Program are housing, personal property, medical, dental, funeral, transportation and required flood insurance premiums.

Other FEMA programs for individuals include Disaster Unemployment Assistance, Legal Services, Tax Relief Considerations and Crisis Counseling.

### **Public Assistance**

FEMA Public Assistance funds the repair, restoration, reconstruction, or replacement of a public facility or portion of the infrastructure that is damaged or destroyed by a disaster. Certain private nonprofit (PNP) organizations may also receive public assistance. Eligible PNP's include educational, utility, emergency, medical, rehabilitation, and temporary or permanent custodial care facilities (including those for the aged and disabled), and other PNP facilities that provide essential services of a governmental nature to the general public.

As soon as practicable after the declaration, the State, assisted by FEMA, conducts briefings for State, local and PNP officials to inform them of the assistance available and how to apply for it. Intent to apply for assistance must be filed with the State within 30 days after the area is designated eligible for assistance.

Projects fall into the following categories: Debris removal, Emergency protective measures, Road systems and bridges, Water control facilities, Public buildings and contents, Public utilities, and Parks and Recreation. FEMA reviews and approves the project applications and obligates the Federal share of the costs (75 percent) to the State. The State then disburses funds to local applicants. The State will cover 75% of the project costs that FEMA does not cover and may elect to cover the full share not covered by FEMA.



For small projects, payment of the Federal share of the estimate is made upon approval of the project and no further accounting to FEMA is required. For large projects, payment is made on the basis of actual costs determined after the project is completed; although interim payments may be made as necessary. Once FEMA obligates funds to the State, further management of the assistance, including disbursement to sub-grantees, is the responsibility of the Utah Department of Public Safety, Division of Homeland Security.

**Hazard Mitigation Assistance** - Hazard mitigation refers to sustained measures enacted to reduce or eliminate long-term risk to people and property from natural hazards and their effects. In the long term, mitigation measures reduce personal loss, save lives, and reduce the cost to the nation of responding to and recovering from disasters. Eligible mitigation projects include acquisition or relocation of properties located in high hazard areas; elevation of flood prone structures; seismic and wind retrofitting of existing structures; and protecting existing structures against wildfire.

## EMERGENCY MANAGEMENT SYSTEMS

### NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The National Incident Management System (NIMS) is a nationwide standardized approach to incident management and response. Developed by the Department of Homeland Security (DHS) and released March 2004, it establishes a uniform set of processes and procedures that emergency responders at all levels of government will use to conduct response operations.



#### Command and Management

The NIMS standard incident command structures are based on the following key organizational systems:

- The Incident Command System (ICS)
- Multi-Agency Coordination Systems (MACS)
- Public Information Systems

Other key NIMS components are:

- *Preparedness* - Effective incident management begins with prevention and preparedness activities conducted continually, well in advance of any potential incident. Preparedness involves an integrated combination of planning, training, exercises, personnel qualification & certification standards; and equipment acquisition/certification.
- *Resource Management* - NIMS defines standardized mechanisms and establishes requirements for processes to describe, inventory, mobilize, dispatch, track, and recover resources over the life cycle of an incident.
- *Communications and Information Management* - NIMS identifies the requirement for a standardized framework for communications, information management (collection, analysis, and dissemination) and information-sharing at all levels of incident management.
- *Supporting Technologies* - Technology systems provide supporting capabilities essential to implementing and refining NIMS. These include voice and data communications systems, information management systems (i.e., record keeping and resource tracking) and data display.

## Syracuse Neighborhood Preparedness

### Overview & Vision

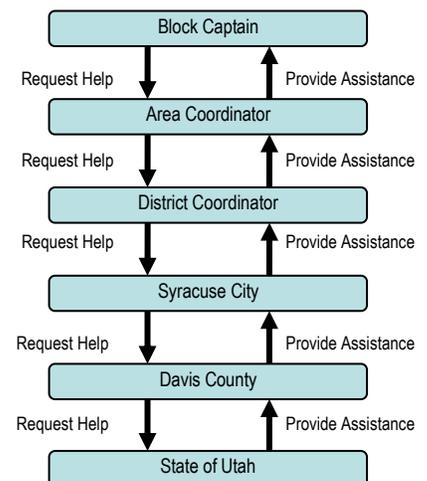
Syracuse City is committed to provide quality emergency response services to its citizens. However, despite the City's efforts, there is still the likelihood that a major disaster would overwhelm the City's and the neighboring community's professional emergency responders for up to several days. Therefore, as part of the emergency planning process, Syracuse City recognizes the need for citizens to be prepared, organized, and trained to effectively respond to their own emergency needs, triage and treat life-threatening injuries, and quickly assess and report property damages when professional emergency services are unavailable.

### Neighborhood Network Organization

The City is divided into five geographical districts that correspond with LDS Church Stake boundaries. These boundaries are used because they are commonly understood. Each district has a designated District Coordinator who should serve as the official point of contact between the City and the residents in that portion of the City. Each district is subdivided into areas and each area has an Area Coordinator that works with the District Coordinator. Areas are further subdivided into neighborhoods or blocks with a Block Captain that works with the Area Coordinator.

### Requesting Help and Providing Assistance

The flow chart at the right shows the lines of communication to request help and provide assistance. In the event of a declared local emergency, Syracuse City will implement its Emergency Operations Plan and will activate the City's Emergency Operations Center to coordinate emergency operations for response and recovery efforts during and after the disaster event. The City will designate a single point of contact within the Emergency Operations Center for direct communications with all of the District Coordinators.



## EMERGENCY PROCLAMATIONS

### LOCAL DECLARATION OF EMERGENCY

Emergency declarations are normally made when there is an actual incident or threat of disaster or extreme peril to the safety of persons and property caused by natural or man-made situations. The City Manager may issue an executive order or proclamation that a state of disaster or severe emergency exists in the City. The executive order or proclamation shall indicate the nature of the disaster, the area threatened or affected and the conditions creating the disaster or emergency. This declaration must be issued before county, state or federal assistance can be requested.

#### Local “State of Emergency” Defined

A local “State of Emergency” exists whenever the City or an area therein is suffering, or in imminent danger of suffering, an event that may cause injury or death to persons, or damage to or destruction of property to the extent that extraordinary measures must be taken to protect the public health, safety, and welfare. Such an event shall include but not be limited to the following: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, sabotage, terrorist attack and war.

#### Why declare a local “State of Emergency”?

The rationale for declaring an official local “State of Emergency” is threefold:

- To acknowledge that the local jurisdiction has experienced a disaster and has responded to the best of its ability. The local declaration is the first step toward a state and federal declaration, which would then activate eligible state and federal disaster relief programs to provide financial relief to both local government and the public. A local, state and/or federal declaration is likely to send a reassuring message to the public that officials intend to pursue every avenue available to assist the disaster victims.
- To alert the Davis County Emergency Services Director and State of Utah Division of Homeland Security that local resources are being fully utilized and that County and State assistance may be requested; and
- To empower the local officials to take extraordinary measures necessary for protecting life, property and the environment while affording some safeguards against legal liability.

#### Who issues the emergency declaration?

The City Manager, as the chief operations officer of the City, may issue an official local “State of Emergency” declaration. In the City Manager’s absence, the chain of succession will be the City Attorney, Police Chief, Fire Chief, Public Works Director, Finance Director, Community and Economic Development



Director, then Parks and Recreation Director. The declaration of a “State of Emergency” by the City Manager, or successor, shall be valid for a period not to exceed 30 days. If the emergency exceeds thirty days, it must be declared by the City Council. (Utah Code 63K-4-301)

### **Purpose of Emergency Proclamation**

- Authorize the undertaking of extraordinary police powers.
- Provide limited immunity for emergency actions of public employees and governing bodies.
- Authorize the issuance of orders and regulations to protect life and property (e.g., curfews).
- Activate pre-established local emergency provisions such as special purchasing and contracting.
- Require the emergency services of a local official or employee.
- Requisition necessary personnel and materials from any local agency or department.
- VERY IMPORTANT...it is the prerequisite for requesting a Governor's Proclamation of a State of Emergency and/or a Presidential Declaration of an Emergency or Major Disaster.

### **STATE DECLARATION OF EMERGENCY**

A “State of Emergency” may be proclaimed by the Governor when conditions of disaster or extreme peril exist which threaten the safety of person and property within the state. The Governor may also proclaim a “State of Emergency” when requested to do so by local authorities or when the local authority is inadequate to cope with the emergency.

When the Governor proclaims a “State of Emergency”:

- Mutual aid shall be rendered in accordance with approved emergency plans when the need arises in any city or county for outside assistance.
- The Governor shall, to the extent he/she deems necessary, have the right to exercise all police power vested in the state by the Constitution and the laws of the State of Utah within the designated area.
- Jurisdictions may command the aid of citizens as deemed necessary to cope with an emergency.
- The Governor may suspend the provisions of orders, rules or regulation of any state agency and any regulatory statute or statute prescribing the procedure for conducting state business.
- The Governor may commandeer or make use of any private property or personnel (other than the media) in carrying out the responsibilities of his office.
- The Governor may promulgate issue and enforce orders and regulations deemed necessary.

A State Declaration is needed to request a Presidential Declaration and access to federal disaster relief programs.

## **PRESIDENTIAL DECLARATIONS**

The Governor of an impacted state may request a Presidential Declaration of Emergency or Disaster when the disaster is of such severity and magnitude that effective response is beyond the ability of the state and affected local jurisdictions.

### **Federal Declaration of Emergency**

In some cases the President may make a Declaration of Emergency instead of a Disaster. An Emergency Declaration unleashes the support of any or all of the 27 federal agencies. It also authorizes reimbursement of emergency work, such as debris removal and emergency protective measures. It stops short, however, of providing certain types of recovery assistance.

### **Federal Declaration of Major Disaster**

A Presidential Declaration of Disaster is made when the President determines that the situation warrants major federal disaster assistance. In addition to the assistance provided in an Emergency Declaration, a Disaster Declaration may make a broad range of assistance available to individual victims, including:

- Temporary housing;
- Disaster unemployment and job placement assistance;
- Individual and family grants;
- Legal services to low-income victims; and,
- Crisis counseling and referrals.

## **DECLARATION OF HEALTH EMERGENCY**

Local health departments have the authority, subject to Utah State Code 26A-1-108 to enforce state laws, local ordinances, department rules, and local health department standards and regulations relating to public health and sanitation in all incorporated and unincorporated areas served by the local health department. As such they may at times establish, maintain, and enforce isolation and quarantine (with assistance from law enforcement officials), and exercise physical control over property and over individuals as the local health department finds necessary for the protection of the public health and establish and operate reasonable health programs or measures not in conflict with state law which are necessary or desirable for the promotion or protection of the public health and the control of disease or may be necessary to ameliorate the major risk factors associated with the major causes of injury, sickness, death, and disability in the state. They may also close theaters, schools, and other public places and prohibit gatherings of people when necessary to protect the public health. (See Utah Code 26A-1-114.)

## **EMERGENCY MANAGEMENT ORGANIZATION**

It is the responsibility of the City to undertake comprehensive emergency management in order to protect life and property from the effects of hazardous events. Local government has the primary responsibility for emergency management activities. When the emergency exceeds the City's capability to respond, assistance will be requested from Davis County, then the State of Utah. The Federal government will be asked to provide assistance to the State when appropriate.

Day-to-day functions that do not contribute directly to the emergency operation may be suspended for the duration of the emergency. If needed, the efforts that would normally be required for those functions will be redirected to accomplish the emergency task by the department concerned.

Emergency responses may be implemented in stages, as needed using the National Incident Management System (NIMS). The NIMS provides for interoperability and compatibility among Federal, State and local capabilities and includes a core set of concepts, principles, terminology and technologies covering the incident command system, unified command, training, and management of resources and reporting.

The full-scale implementation of the City's emergency management organization involves the activation of the Emergency Operations Center, which serves as an Incident Command post at the highest level within the City. For the purposes of this document, activation of the emergency management organization of the City refers to the activation of the Emergency Operations Center.

### **Direction and Control**

Direction and control of the emergency management organization, when activated, will be vested in the City Manager, who serves as chair of the policy group. Other members of the policy group, as well as the Mayor and City Council, may advise the City Manager. The City Manager may designate others to assume temporary control as required. The emergency management organization is designed to function 24 hours a day until the emergency is resolved or the City Manager decides such extensive coverage is no longer necessary.

### **Continuity of Government**

A clear line of authority and succession is needed to ensure a lawful continuity of government and a prompt response to an emergency situation assuming the unavailability, temporarily or permanently, of elected and appointed officials.

If the Mayor is absent or unavailable to preside at City Council meetings during the course of any major natural disaster or occurrence, the Mayor pro tem shall preside. In the absence of the Mayor and Mayor pro tem, the remaining City Council members preside as a group. If, due to a major disaster or emergency, there are insufficient members of the City Council to form a quorum, those remaining will be empowered to act as a quorum to promptly respond to the emergency situation.



If an officer of the City is unavailable once a natural phenomenon or disaster has occurred, the designated interim successor shall exercise the powers and duties of the office according to the order of succession. The emergency interim successor shall exercise the powers and duties of the office only until the officer or an emergency interim successor earlier in the order of succession becomes available to exercise the powers and duties of the office. The City Manager will discharge the duties of the Emergency Management Director. The chain of succession will then be as follows: City Attorney, Police Chief, Fire Chief, Public Works Director, Finance Director, Community and Economic Development Director, and Parks and Recreation Director.

The City offices will function as the seat of government in the event of a natural phenomenon or disaster. The City Manager, upon a determination that the City offices are not capable of functioning as the seat of government for the city, may designate another location, outside of the City if necessary, to serve as a seat of government during the emergency.

## **EMERGENCY OPERATIONS PLAN**

The Syracuse City Emergency Operations Plan (EOP) addresses the planned response to extraordinary emergency situations associated with natural disasters, technological incidents, and national security emergencies in or affecting Syracuse City.

The EOP:

- Establishes the emergency management organization required to respond to and mitigate any significant emergency or disaster affecting the City.
- Identifies the policies, responsibilities, and procedures required to protect:
  - The health and safety of the community.
  - Public & private property.
  - The environmental effects of natural and technological emergencies and disasters.
- Establishes the operational concepts and procedures associated with field response to emergencies, the City's Emergency Operations Center (EOC) activities, and the recovery process.

The EOP establishes the framework for implementation of the National Incident Management System (NIMS) in Syracuse City. The Plan is intended to facilitate multi-agency and multi-jurisdictional coordination in emergency operations, particularly between City and other local governments, including special districts, Davis County, and State agencies.

The EOP is a concept of operations guide and planning reference. City departments and local agencies that have roles and responsibilities identified in the EOP are encouraged to develop emergency operations plans, detailed standard operating procedures (SOPs), and emergency response checklists based on the provisions of the EOP.

## EMERGENCY OPERATIONS CENTER

An Emergency Operations Center (EOC) is a location from which centralized emergency management can be performed during a major emergency or disaster. This facilitates a coordinated response by the City Manager, City Staff, and representatives from organizations that are assigned emergency management responsibilities. The level of EOC staffing will vary depending upon the specific emergency situation.

An EOC provides a central location of authority and information, and allows for face-to-face coordination among personnel who must make emergency decisions. The following functions are performed in the EOC:

- Managing and coordinating emergency operations.
- Receiving and disseminating warning information.
- Developing emergency policies, procedures, and action plans.
- Collecting intelligence from, and disseminating information to, the various EOC representatives and the City Council, and, as appropriate, to county, city, special district, non-profit and community based organizations, state agencies, military, and federal agencies.
- Preparing intelligence/information summaries, situation reports, operational reports, and other reports as required.
- Maintaining general and specific maps, information display boards, and other data pertaining to emergency operations.
- Continuing analysis and evaluation of all data pertaining to emergency operations.
- Controlling and coordinating the operational and logistical support of departmental resources committed to the emergency.
- Maintaining contact and coordination with support department operations centers (DOC), other non-governmental agencies and the County/Operational Area EOC.
- Providing emergency warnings, alerts, information, and instructions to the public, making official releases to the news media and scheduling press conferences as necessary.

Management of the EOC and alternate EOC facilities is the responsibility of the City Manager. This responsibility includes all facility functions, support systems, and operational readiness issues. The City Manager has the primary responsibility for ensuring that the City Council is kept apprised of the situation and will bring all major policy issues to the City Council for review and decision.



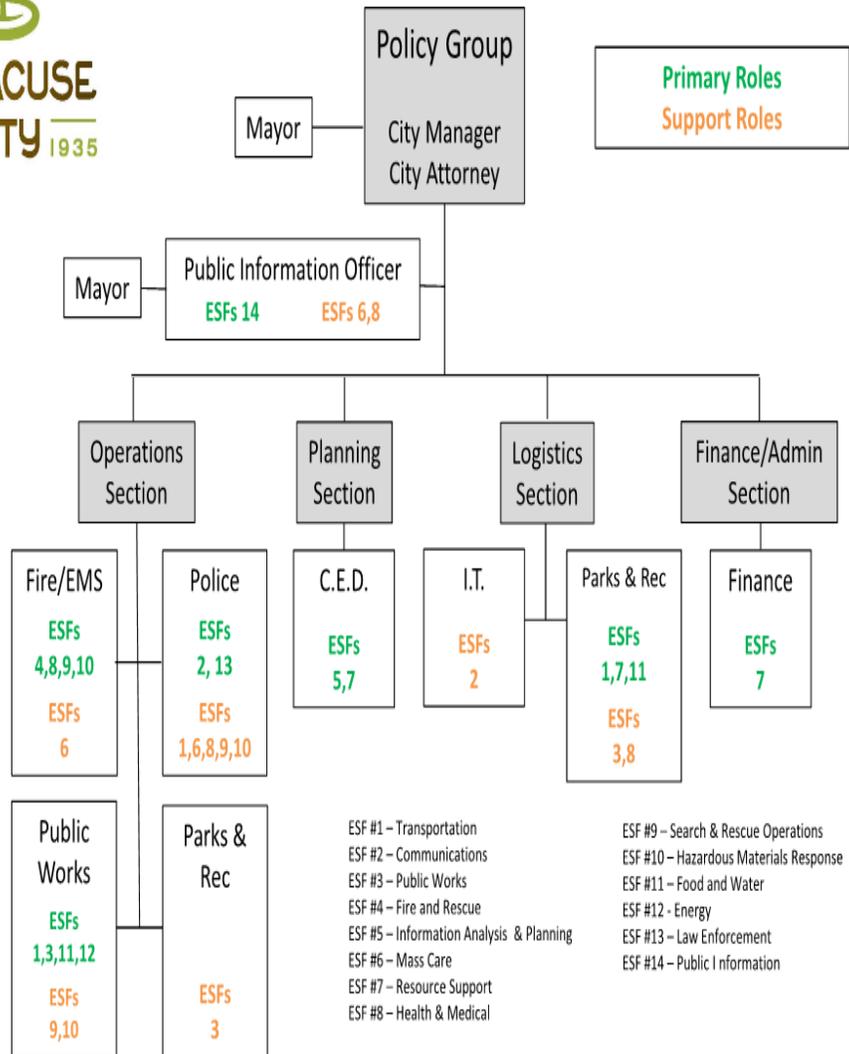
### **Activation of the Emergency Operations Center (EOC)**

The nature and scope of the incident determine the type of coordination facility to be established or activated in cases where the emergency is citywide or extremely severe. This will be in addition to Incident Command Post(s) established to coordinate site response. The EOC is capable of operation on an intermittent or continuous basis for as long as the situation requires.

The primary Syracuse EOC is located at the Fire Department at 1869 S 3000 W, Syracuse, Utah and serves as a protected site from which local government officials coordinate, monitor and direct emergency response activities during an emergency. In the event that it becomes impractical to use the primary location, the EOC will be moved to the alternate location at the Police Department at 1751 S 2000 W, Syracuse, Utah. The EOC is activated by the request of the City Manager.



### Emergency Operations Center (EOC) Organizational Chart



## Levels of Activation and Staffing

Staffing for the EOC will depend upon the scale of the emergency or disaster. Any time the EOC is activated, administrative support personnel are required. The level of staffing will be determined by the City Manager depending upon the situation. There are four classifications which assist in determining the level of staffing:

1. Minor Emergency - These are emergencies which are handled on a regular day-to-day basis by police, fire, EMS, public works, and other departments. These situations generally do not require additional resources or coordination and the EOC will not normally be activated.
2. Limited Emergency - These emergencies require a limited staff to direct EOC operations. Only those functions which are necessary to cope with the emergency are required.
3. Potential Disaster - A preparatory step when we receive warning of a potential disaster. The EOC could be activated with only administrative and communications staff. The EOC would be set up, prepared for operations, and communications equipment tested and made operational.
4. Full Disaster - Complete mobilization and operation of the EOC with full staffing.

## Staff at the EOC

The staff at the EOC involves five groups:

1. Policy Group. The policy group is responsible for developing policy, prioritizing actions, and coordinating the overall emergency response. Members of the policy group include: City Manager (Emergency Program Manager), City Attorney, Public Information Officer, and other department directors, as needed or required by the type and magnitude of the incident. Elected Officials, and/or other subject matter experts may be asked to participate with the Policy Group.
2. Operations Group. The operations group normally functions in coordination with operations in the field and will coordinate implementation of response actions among the participating organizations and ensure that the policies, activities and resources are implemented according to the decisions of the policy group. The Operations Section Chief may be the Police Chief, Fire Chief, Public Works Director, or their designee depending on the type of incident, and which department is most qualified to handle the particular incident. Members of the operations group may include: the Police Department, Fire/EMS Department, Public Works Department, other departments and outside agencies (as needed or required by the incident).
3. Planning Group. The planning group is responsible for the collection, dissemination and use of the information about the development and status of resources. This will involve receiving status reports from all ICs in the field, analyzing the data received, thinking ahead, briefing and making suggestions to the policy group, and tracking the status of resources. The Planning Section Chief is the Community and Economic Development Director or designee. Members of this group



include employees from the Community and Economic Development Department. Other Syracuse City staff and outside agencies may be included dependant on the type and magnitude of the incident.

4. Logistics Group. The logistics group is responsible for providing facilities, services and materials for the incident. This includes health services, food and shelter, transportation, communications, personnel, volunteers, supplies and equipment for responders. The Logistics Section Chief is the Parks and Recreation Department Director or designee. Members of this group consist of employees from the Syracuse Parks and Recreation and Management Services Departments. Others may be needed dependant on the type and magnitude of the incident.
5. Finance Group. The finance group is responsible for tracking and implementing procurement paperwork, keeping records of all incident costs, and evaluating the financial considerations of the incident. The Finance Section Chief is the Finance Director or designee. Members of this group include employees from the Administrative Department, including the City Recorder and other City Staff as needed.

## **ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES**

City officials and staff share the responsibility for the planning necessary to minimize losses and provide relief from disasters. This shared responsibility includes activities to ensure mitigation, preparedness, response and recovery.

Planning activities should provide for ongoing programs that prevent loss of life and property damage, and establish response and recovery capabilities to restore normalcy in the disaster area within the shortest possible time. Operational plans will achieve specific objectives related to the goals of emergency planning. The designation of responsibilities is based on the unique capabilities of each City department.

The following is the assignment of emergency functions to positions and departments of Syracuse City in addition to their normal duties. The function applies to all parts of the Emergency Operations Plan (EOP) when a specific part is not designated. Each department is responsible for developing and maintaining its own Standard Operating Guidelines (SOGs), which must address the following responsibilities. The EOP contains Emergency Support Function (ESF) annexes which further define the delegation of responsibilities and outline non-City agencies with a role in emergency response activities.

### **City Government**

In general, Syracuse City should be prepared to:

- Direct and control local response to a wide variety of disasters.
- Provide immediate response through local resources and personnel. Establish readiness procedures that ensure proper training, notification of personnel and the availability of personnel material and equipment in an emergency.
- Establish and activate mutual aid agreements when specific aid is needed.



- Request assistance from state and federal government when 1) local resources are fully committed and found to be inadequate and/or 2) a particular capability is required but is not available locally.
- Participate in state and federal efforts to accomplish hazard mitigation plans and studies.

### **City Manager (Emergency Management Director)**

The emergency powers of the City Manager as chief operating officer of the City include, but are not limited to:

- The authority to issue a declaration of a local emergency.
- The authority to suspend the provision of any City Ordinance prescribing the procedures for conduct of City business if strict compliance with the provision prevents, hinders, or delays necessary actions in coping with the emergency.
- The authority to issue orders for evacuation.
- The authority to suspend or limit the sale of some items.
- The authority to invoke the provisions of any mutual aid agreement entered into by the City.

The City Manager functions as the Emergency Management Director and is responsible for the overall administration of the City's emergency operations. The emergency duties of the City Manager include, but are not limited to:

- Sets policy for emergency response organization.
- Assumes responsibility for the overall response and recovery operations.
- Activates the Syracuse Emergency Operations Plan when needed.
- Coordinates with the Mayor and City Council.
- Uses all the available resources of the City as reasonably necessary to cope with the disaster.
- Transfers the direction, personnel, or functions of City Departments or Divisions for the purpose of performing or facilitating emergency operations.
- Authorizes the strategy for recovery.
- Develop and update the City's EOP as needed based on lessons learned during exercises and actual emergencies.
- Arrange appropriate orientation, training and exercise opportunities to City employees involved in the EOP.
- Monitor mutual aid agreements and memoranda of understanding for emergency aid and assistance.

- Oversee the EOC Facility Manager's efforts in preparing, establishing and coordinating the operation of the EOC.
- Oversee the preparation of a process ahead of time to effectively utilize spontaneous volunteers.
- Review and update City ordinances to facilitate effective emergency mitigation, preparedness, response and recovery efforts.

## **ROLE OF THE MAYOR AND CITY COUNCIL**

During a disaster incident, the Mayor may work closely with, and under the direction of the City's Public Information Officer (PIO) to provide information and reassurance to the public. Members of the City Council may be assigned to oversee efforts at local evacuation centers. The Mayor and City Council will receive regular situation updates from the Public Information Officer.

The Mayor and City Council's actions during and following an emergency influence community members as well as employees, and directly impact the City's ability to protect lives and property. The Mayor and City Council work closely with the City Manager in a similar capacity as they work with the City Manager during normal operations.

When a disaster strikes, the Mayor and City Council often will serve as a primary conduit between the government and the public both during and after the event. It may hold public meetings to conduct the business relevant to response and recovery from the disaster (for example, the adoption of ordinances) and to hear from and communicate with the public. Additionally, the Council may review potential or threatened litigation and provide general direction to the City Manager in such matters. Specific responsibilities of the City Council include:

- Receive regular updates and briefings from the City Manager to assist with public information outreach..
- Review and approve the declaration of a local "State of Emergency" if it needs to be continued or renewed for a period in excess of 30 days.
- Serve as a liaison with other City, County, State and/or Federal government representatives.
- Serve as the liaison with public or community organizations.
- Conduct public meetings to determine public needs and identify current or future city actions related to the disaster.
- Review requirements for special legislation and development of policy.
- Establish executive-level policies and pass important resolutions for the management of the emergency.
- Consider and advise both short and long term recovery strategies.

- Support a multi agency disaster response.
- Survey problem sites in Syracuse and assist residents and the City in finding solutions to problems resulting from the disaster.
- Visit impacted areas, shelters, and other temporary facilities to spot problems and special issues.
- Host and accompany VIPs and government officials on tours of the emergency/disaster.
- Participate in required training as required by State & Federal law.

### **Notification**

In the event of a disaster, the Mayor and City Council will be notified by the City Manager or designee.

### **Responding To a Disaster Area**

Depending on the size and scope of the disaster, it is recommended that you do not respond to the immediate disaster area because of safety concerns for you as well as emergency responders working at the scene. However, if you do choose to respond to the scene, you are encouraged to respond to the Incident Command Post and to follow these guidelines:

- The fire, law enforcement, or other emergency response agency may establish a “Hot Zone” into which only persons with the proper identification, protective clothing and training are allowed to enter due to hazards to health and safety. Be prepared to follow their guidance and understand if you are denied access, it is for your safety.
- Park your car in a safe place away from the incident and in an area where your vehicle does not obstruct the road. Blocked roads may slow emergency vehicles from reaching their destination.
- Communicate with the City Manager to advise him you are going to the scene.
- Check in with the Incident Commander as soon as you arrive at the scene. This person is responsible for directing all activities at the incident scene. The Incident Commander should be located at the Command Post.
- Watch for hazards and pay attention to your surroundings. Many responders are struck by cars every year because they are operating in the roadways where drivers are easily distracted by the disaster or incident.
- Watch where you step. The scene may contain hazardous materials that can wind up on your shoes, which in turn can contaminate your car, home or business. Do not walk into or touch spilled material. Avoid inhaling fumes, smoke, and vapors. Avoid flood water; it may be contaminated.



## **Training & Exercise**

Mayor and City Council Members are required to complete basic training regarding the NIMS. This training includes the following FEMA courses: “IS-700 - NIMS an Introduction” and “IS-100 an Introduction to ICS”, and “IS-704-NIMS Communication and Information Management”. Additionally Council Members are encouraged to complete the following FEMA courses: “IS-200 Basic ICS for Single Resources and Initial Action Incident” and “IS-800.b National Response Framework, An Introduction”.

The Mayor and City Council Members are also invited to participate in any of the exercises conducted by the Emergency Program Manager. These exercises may include orientation, tabletop, functional, or full scale exercises and/or drills to test all or part of the City’s Emergency Operations Plan.

## WORKING WITH THE MEDIA

In the event of a significant incident, the Mayor and City Council members will be contacted and briefed by the City Manager. In addition:

- Media briefings may be scheduled for the Mayor and/or Council members to attend.
- A Public Information Officer (PIO) will confer with Council members to brief them on the situation and what response and recovery actions are underway.
- The Mayor and Council members will be provided copies of all news releases and information.

The City Manager will designate who serves as the Public Information Officer (PIO) for the City and is supported by EOC staff during an event. The PIO is trained, skilled and experienced in dealing with the media, and has established working relationships with all media.

Cultivating a good relationship with the media prior to a disaster may provide better support from the media during the hectic hours of responding to an emergency. It is important to create a situation where the media feels it has a vital role during the response efforts. The media, when supportive, can convey important information to the public about issues such as evacuations and disaster assistance information.

While the PIO will work closely with the media, Council members will often be sought out by the news media for comments or information specific to the disaster. You serve an important role in helping to instill confidence in the City's ability to respond and recover from disaster situations.

### Tips for responding to questions from the Media in a Disaster

- Answer all questions directly and to the point.
- If you don't know the answer to a question, say so. Don't risk a guess. Erroneous information can cause the public to take incorrect actions and can damage your credibility. Ask the reporter to leave his or her name and telephone number so that you can provide an answer.
- Do not exaggerate the facts. Give facts as you know them and cite your own sources. In an emergency or disaster, the information you reveal could threaten lives if it is incorrect.
- Tell the truth and avoid using "no comment". No comment gives the impression that you have something to hide.
- Never give "off the record" information. It could come back to haunt you.
- Never argue with reporters or lose your cool. Don't be rude even if the interviewer or reporter appears to doubt your credibility.
- If you are interrupted, wait for the interrupter to finish and then proceed with your answer. You may wish to repeat the original question to bring the reporter back on track.
- Challenge any efforts to put words in your mouth. If you don't you may end up appearing to agree with something you actually disagree with.

- Don't act evasive. Your evasiveness may be interpreted as an attempt to hide something.
- Be alert. Avoid answering speculative "what if" questions. Be prepared to lead the interview from problems and negatives to positive points you want to make.
- If you know you are going to be interviewed please contact the PIO for information to work with.

#### **Delivering your message:**

- Speak naturally and avoid using "jargon" or terminology that isn't familiar to those working outside of emergency management.
- Say the most important thing first and then elaborate if necessary. Avoid long, rambling responses. Be succinct and clear in your responses.
- Make one point at a time. Speak in simple sentences rather than compound sentences. During times of high stress people are generally only able to remember short concise bits of information.
- If you must read a prepared statement, review the information before going "live". Read in a relaxed manner. Avoid stilted, halting speeches.
- Be believable, personable and conversational. Credibility is vital to getting your message across.

#### **Coordinating at a scene with the Incident Commander:**

- Coordinate any requests to tour the scene with the Incident Commander before making any promises to the media.
- Let the PIO know if you talk to the media.

## ACRONYMS & GLOSSARY

### List of Frequently Used Acronyms & Abbreviations

|               |                                            |
|---------------|--------------------------------------------|
| <b>AAR</b>    | After Action Report                        |
| <b>CDC</b>    | Centers for Disease Control                |
| <b>CERT</b>   | Community Emergency Response Team          |
| <b>DHS</b>    | Department of Homeland Security            |
| <b>EAS</b>    | Emergency Alert System                     |
| <b>EMAC</b>   | Emergency Mutual Aide Compact (State)      |
| <b>EOC</b>    | Emergency Operations Center                |
| <b>EOP</b>    | Emergency Operations Plan                  |
| <b>ESF</b>    | Emergency Support Function                 |
| <b>FEMA</b>   | Federal Emergency Management Agency        |
| <b>HAZMAT</b> | Hazardous Materials                        |
| <b>IC</b>     | Incident Commander                         |
| <b>ICP</b>    | Incident Command Post                      |
| <b>ICS</b>    | Incident Command System                    |
| <b>JFO</b>    | Joint Field Office                         |
| <b>JIC</b>    | Joint Information Center                   |
| <b>LAC</b>    | Local Assistance Center                    |
| <b>MACS</b>   | Multi-Agency Coordination System           |
| <b>MRC</b>    | Medical Reserve Corps                      |
| <b>NIMS</b>   | National Incident Management System        |
| <b>NRP</b>    | National Response Plan                     |
| <b>NWS</b>    | National Weather Service                   |
| <b>PDA</b>    | Preliminary Damage Assessment              |
| <b>PHO</b>    | Public Health Officer                      |
| <b>PIO</b>    | Public Information Officer                 |
| <b>RACES</b>  | Radio Amateur Civil Emergency Services     |
| <b>RIMS</b>   | Resource Information Management System     |
| <b>SAR</b>    | Search and Rescue                          |
| <b>USAR</b>   | Urban Search and Rescue                    |
| <b>VCC</b>    | Volunteer Coordination Center              |
| <b>VOAD</b>   | Voluntary Organizations Active in Disaster |

## Glossary of Terms

This glossary contains definitions of terms commonly used by agencies and organizations in the emergency management field.

### A

**Action Plan:** "Action Plan" means the plan prepared in the EOC containing the emergency response objectives, overall priorities, and supporting activities for a designated period. (See EOC Action Plan)

**After Action Report:** A report covering response actions, application of NIMS, modifications to plans and procedures, training need, and recovery activities. After action reports are required after any emergency which requires a declaration of an emergency.

**American Red Cross:** A nationwide volunteer agency providing disaster relief to individuals and families.

**Auxiliary Communications Service (ACS):** A communications reserve that provides tactical, logistical and administrative support and communications for all government communications systems.

### B

**Base Flood:** A term used in the National Flood Insurance Program to indicate the minimum size flood to be used by a community as a basis for its floodplain management regulations; presently required by regulation to be that flood which has a one-percent chance of being equaled or exceeded in any given year. Also known as a 100-year flood.

**Base Flood Elevation (BFE):** The elevation for, which there is a one-percent chance in any given year that flood levels, will equal or exceed it. It is also known as the 100-year flood.

### C

**Care and Shelter:** A phase of operations that meets the food, clothing, and shelter needs of people on a mass care basis.

**Casualty Collection Points (CCP):** See Field Treatment Sites

**Catastrophic Disaster:** An event or incident which produces severe and widespread damages of such a magnitude as to result in the requirement for significant resources from outside the affected area to provide the necessary response.

**Civil Air Patrol:** A civilian auxiliary of the United States Air Force which provides personnel, services, and equipment for specified missions in support of state and local emergency operations.

**Command Post:** (See Incident Command Post)

**Comprehensive Emergency Management (CEM):** An integrated approach to the management of emergency programs and activities for all four emergency phases (mitigation, preparedness, response, and recovery), for all types of emergencies and disaster and for all levels of government and the private sector.

**Continuity of Government:** All measures that may be taken to ensure the continuity of essential functions of governments in the event of emergency conditions, including line-of-succession for key decision makers.

## D

**Damage Assessment:** The process utilized to determine the magnitude of damage and the unmet needs of individuals, businesses, the public sector, and the community caused by a disaster or emergency event.

**Declaration:** The formal action by the President to make a State eligible for major disaster or emergency assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 3-288, as amended (the Stafford Act).

**Delegation of Authority:** A statement provided to the Incident Commander by the Agency Executive delegating authority and assigning responsibility. The Delegation of Authority can include objectives, priorities, expectations, constraints and other considerations or guidelines as needed. Many agencies require written Delegation of Authority to be given to Incident Commanders prior to their assuming command on larger incidents.

**Department Operations Center (DOC):** An EOC used by a distinct discipline, such as fire, law, or public works. Department operations centers may be used at levels above the field response level, depending upon the impact of the emergency.

**Designated Area:** Any emergency or major disaster-affected portion of a State that has been determined eligible for Federal assistance.

**Disaster:** A sudden calamitous emergency event bringing great damage loss or destruction.

**Disaster Field Office:** A central facility established by the Federal Coordinating Office within or immediately adjacent to disaster impacted areas to be utilized as a point of coordination and control for state and federal governmental efforts to support disaster relief and recovery operations.

**Disaster Service Worker:** Includes public employees and any unregistered person impressed into service during a State of emergency, or a Local Emergency by a person having authority to command the aid of citizens in the execution of his duties.

## E

**Emergency Alert System (EAS):** A system that enables the President and federal, state, and local governments to communicate through commercial radio and television broadcast stations with the general public in the event of a disaster.

**Emergency Management Director:** The individual within the political subdivision that has overall responsibility for the jurisdiction's emergency management efforts. For the City of Syracuse, this is the City Manager position.

**Emergency Operations:** Those actions taken during the emergency period to protect life and property, care for the people affected, and temporarily restore essential community services.

**Emergency Operations Center (EOC):** A location from which centralized emergency management can be performed. EOC facilities are established by an agency or jurisdiction to coordinate the overall agency or jurisdictional response and support to an emergency. In Syracuse City, the primary EOC is located at the Fire Station.

**Emergency Operations Plan (EOP):** The plan that each jurisdiction has and maintains for responding to relevant hazards.

**Emergency Period:** A period which begins with the recognition of an existing, developing, or impending situation that poses a potential threat to a community. It includes the warning (where applicable) and impact phase and continues until immediate and ensuing effects of the disaster no longer constitute a hazard to life or threat to property.

**Emergency Plans:** Those official and approved documents which describe principles, policies, concepts of operations, methods and procedures to be applied in carrying out emergency operations or rendering mutual aid during emergencies. These plans include such elements as continuity of government, emergency functions of governmental agencies, mobilization and application of resources, mutual aid, and public information.

**Emergency Public Information (EPI):** Information disseminated to the public by official sources during an emergency, using broadcast and print media. EPI includes: (1) instructions on survival and health preservation actions to take (what to do, what not to do, evacuation procedures, etc.), (2) status information on the disaster situation (number of deaths, injuries, property damage, etc.), and (3) other useful information (state/federal assistance available).

**EOC Action Plan:** The plan developed at EOC levels which contains objectives, actions to be taken, assignments and supporting information for the next operational period. (See Action Plan)



**Essential Facilities:** Facilities that are essential for maintaining the health, safety, and overall well-being of the public following a disaster (e.g., EOCs, hospitals, police and fire department buildings, utility facilities, etc.). May also include buildings that have been designated for use as mass care facilities (e.g., schools, churches, etc.).

**Evacuee:** An individual who moves or is moved from a hazard area to a less hazardous area with anticipation of return when the hazard abates.

**Exercise:** Maneuver or simulated emergency condition involving planning, preparation, and execution; carried out for the purpose of testing, evaluating, planning, developing, training, and/or demonstrating emergency management systems and individual components and capabilities, to identify areas of strength and weakness for improvement of an emergency operations plan (EOP).

**Expedient Shelter:** Any shelter constructed in an emergency or crisis period on a "crash basis" by individuals, single families, or small groups of families.

## F

**Federal Coordinating Officer (FCO):** The person appointed by the President to coordinate federal assistance following an emergency or major disaster declaration.

**Federal Disaster Assistance:** Provides in-kind and monetary assistance to disaster victims, state, or local government by federal agencies under the provision of the Federal Disaster Relief Act and other statutory authorities of federal agencies.

**Federal Disaster Relief Act:** Public Law 93-288, as amended, that gives the President broad powers to supplement the efforts and available resources of state and local governments in carrying out their responsibilities to alleviate suffering and damage resulting from major (peacetime) disasters.

**Federal Emergency Management Agency (FEMA):** This agency was created in 1979 to provide a single point of accountability for all Federal activities related to disaster mitigation and emergency preparedness, response, and recovery.

**Field Treatment Site (FTS):** A location within a jurisdiction that is used for the assembly, triage (sorting), medical stabilization, and subsequent evacuation of casualties. It may be used for the receipt of incoming medical resources (doctors, nurses, supplies, etc). Preferably the site should include or be adjacent to an open area suitable for use as a helicopter pad.

**Flood Insurance:** The insurance coverage provided under the National Flood Insurance Program (NFIP).

**Flood Insurance Rate Map (FIRM):** The official map of a community prepared by FEMA, which shows the base flood elevation, along with the special hazard areas and the risk premium zones. The study is funded by FEMA and is based on detailed surveys and analysis of the site-specific hydrologic characteristics.

## H

**Hazard:** Any source of danger or element of risk to people or property.

**Hazard Area:** A geographically defined area in which a specific hazard presents a potential threat to life and property.

**Hazardous Material:** A substance or combination of substances which, because of quantity, concentration, physical, chemical, radiological, explosive, or infectious characteristics, poses a potential danger to humans or the environment. Generally, such materials are classed as explosives and blasting agents, flammable and nonflammable gases, combustible liquids, flammable liquids and solids, oxidizers, poisons, disease-causing agents, radioactive materials, corrosive materials, and other materials including hazardous wastes.

**Hazardous Material Incident:** Any uncontrolled release of material capable of posing a risk to health, safety, and property. Areas at risk include facilities that produce, process, or store hazardous materials as well as sites that treat, store, and dispose of hazardous material.

**Hazard Mitigation:** A measure that will reduce the potential for damage to a facility from a disaster event.

**Hazard Mitigation Grant Program (HMGP):** Authorized under Section 404 of the Stafford Act. Provided funding for hazard mitigation projects that are cost effective and complement existing post-disaster mitigation programs and activities for beneficial mitigation measures that are not funded through other programs.

**Hazard Mitigation Plan:** The plan resulting from a systematic evaluation of the nature and extent of vulnerability to the effects of natural hazards, including the actions needed to minimize future vulnerability to identified hazards.

**Homeland Security Advisory System:** National system used to communicate the nature and the degree of terrorist threats. Based on five possible threat levels, governments and other organizations will implement protective measures.

I

**Incident:** An occurrence or event, either human-caused or by natural phenomena, that requires action by emergency response personnel to prevent or minimize loss of life or damage to property and/or natural resources.

**Incident Action Plan (IAP):** The plan developed at the field response level that contains objectives reflecting the overall incident strategy and specific tactical actions and supporting information for the next operational period. The plan may be oral or written.

**Incident Commander (IC):** The individual responsible for the command of all functions at the field response level.

**Incident Command Post (ICP):** The location at which the primary command functions are executed. The ICP may be co-located with the incident base or other incident facilities.

**Incident Command System (ICS):** The nationally used standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with responsibility for the management of resources to effectively accomplish stated objectives pertinent to an incident.

**Incident Objectives:** Statements of guidance and direction necessary for the selection of appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished when all allocated resources have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow for strategic and tactical alternatives.

**Individual Assistance (IA):** Supplementary Federal assistance provided under the Stafford Act to individuals and families adversely affected by a major disaster or an emergency. Such assistance may be provided directly by the Federal Government or through State, local governments or disaster relief organizations.

**Information Officer:** Responsible for interfacing with the public and media or with other agencies requiring information directly from the incident. This position is also referred to as Public Affairs or Public Information Officer (PIO) in some disciplines.

## L

**Liaison Officer:** Responsible for coordinating with representatives from cooperating and assisting agencies.

**Local Assistance Center (LAC):** A facility established by local government within or adjacent to an disaster impacted area to provide disaster victims a "one-stop" service in meeting their emergency representatives of local, state, and federal governmental agencies, private service organizations and certain representatives of the private sector.

**Local Emergency:** The duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, or earthquake or other conditions, other than conditions resulting from a labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and required the combined forces of political subdivisions to combat.

## M

**Major Disaster:** Any hurricane, tornado, storm, flood, high-water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, drought, fire, explosions, or other catastrophe in any part of the United States which, in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster assistance under the Federal Disaster Relief Act, above and beyond emergency services by the Federal Government, to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

**Management by Objectives:** This is a top-down management activity that involves a three-step process to achieve the desired goal. The steps are: establishing the objectives, selection of appropriate strategy(s) to achieve the objectives; and the direction or assignments associated with the selected strategy.

**Mass Care Facility:** A location where temporary services are provided to disaster victims during an emergency which may include lodging, food, clothing, registration, welfare inquiry, first aid, and essential social services.

**Mitigation:** Pre-event planning and actions that aim to lessen the effects of potential disaster.

**Multi-Agency Coordination:** The functions and activities of representatives of involved agencies and/or jurisdictions who make decisions regarding the prioritizing of incidents and the allocation of critical resources.

**Multi-Agency Coordination System (MACS):** The combination of personnel, facilities, equipment, procedures and communications integrated into a common system. When activated, MACS has the responsibility for coordination of assisting agency resources and support in a multi-agency or multi-jurisdiction environment. A MAC Group functions within the MACS.

**Multi-Agency Incident:** An incident where one or more agencies assist a jurisdictional agency or agencies. The incident may be managed under single or unified command.

**Multi-Jurisdiction Incident:** An incident requiring action from multiple agencies that have a statutory responsibility for incident mitigation. In ICS these incidents will be managed under Unified Command.

**Mutual Aid Agreement:** Written agreement between agencies and/or jurisdictions in which they agree to assist one another upon request, by furnishing personnel and equipment.

**Mutual Aid Coordinator:** An individual at local government, operational area, region or state level that is responsible to coordinate the process of requesting, obtaining, processing and using mutual aid resources. Mutual Aid Coordinator duties will vary depending upon the mutual aid system.

## N

**National Flood Insurance Program (NFIP):** The Federal program, created by an act of Congress in 1968, that makes flood insurance available in communities that enact satisfactory floodplain management regulations.

**National Incident Management System (NIMS):** The federal standard for incident management. Based in ICS, provides core set of concepts, principles, and terminology.

**National Response Plan (NRP):** Supersedes Federal Response Plan. Provides framework for federal agencies involved with domestic incident management. DHS manages response for “Incidents of National Significance.”

**National Warning System (NWS):** The federal portion of the civil defense warning system, used to disseminate warning and other emergency information from the warning centers or regions to warning points in each state.

## O

**One Hundred (100)-Year Flood:** The flood elevation that has a one-percent chance of being equaled or exceeded in any given year. It is also known as the base flood elevation.

**Operational Area:** An intermediate level of the state emergency organization, consisting of a county and all political subdivisions within the county’s geographic borders.

**Operational Area Coordinator:** The individual within the operational area responsible for a specific function such as law enforcement, coroner’s services, or emergency medical services.

**Operational Period:** The period of time scheduled for execution of a given set of operation actions as specified in the Incident or EOC Action Plan. Operational Periods can be of various lengths, although usually not over 24 hours.

## P

**Public Assistance (PA):** Federal assistance provided under the Stafford Act to State and local government agencies or certain private, nonprofit organizations.

**Public Information Officer (PIO):** The individual delegated the authority to prepare public information releases and to interact with the media. Duties will vary depending upon the agency and scope of the incident.

## R

**Radio Amateur Civil Emergency Services (RACES):** An emergency services program designed to make efficient use of skilled radio amateur in accordance with approved emergency communications plans.

**Recovery:** Activities traditionally associated with providing Federal supplemental disaster recovery assistance under a Presidential major disaster declaration. These activities usually begin within days after the event and continue after the response activities cease. Recovery includes individual and public assistance programs that provide temporary housing assistance, grants and loans to eligible individuals and government entities to recovery from the effects of a disaster.

**Recovery Operations Center (ROC):** A facility established by the local government within or adjacent to an disaster impacted area to provide disaster relief agencies and organizations "one-stop" shop for the coordination of their efforts. Representatives from local, state, and federal governmental agencies, private service organizations and certain representatives of the private sector may be present.

## S

**Shelter Manager:** An individual who provides for the internal organization, administration, and operation of a shelter facility.

**Span of Control:** The supervisory ratio maintained within an ICS or EOC organization. A span of control of five-positions reporting to one supervisor is considered optimum.

**Stafford Act:** Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707, signed into law November 23, 1988; amended the Disaster Relief Act of 1974, PL 93-288.

**Staging Areas:** Locations at an incident where resources can be placed while awaiting a tactical assignment.

**Standard Operating Procedures (SOPs):** A set of instructions having the force of a directive, covering those features of operations that lend themselves to a definite or standardized procedure. Standard operating procedures support an annex by indicating in detail how a particular task will be carried out.

**State Coordinating Officer (SCO):** The person appointed by the Governor to act for the State in cooperation with the Federal Coordinating Officer.

**State of Emergency:** The duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property that are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat.

## T

**Technical Specialists:** Personnel with special skills that can be used anywhere within the ICS or EOC organization.

**Technological Hazard:** Includes a range of hazards emanating from the manufacture, transportation, and use of such substances as radioactive materials, chemicals, explosives, flammables, agricultural pesticides, herbicides and disease agents; and oil spills on land, coastal waters or inland water systems.

**Triage:** A process of rapidly classifying patients on the basis of the urgency of treatment that is needed. The prioritizing of medical care based on the nature and severity of illness or complaint, history, signs and symptoms, general appearance, vital signs and a brief physical assessment.

## U

**Unified Command:** In ICS, Unified Command is a unified team effort which allows all agencies with responsibility for the incident, either geographical or functional, to manage an incident by establishing a common set of incident objectives and strategies. This is accomplished without losing or abdicating agency authority, responsibility or accountability.

**Urban Rescue:** The complex process in which trained personnel use specialized equipment to locate and extricate victims trapped in collapsed buildings, and the mobilization and management of such personnel and equipment.

## W

**Weapon of Mass Destruction:** Device using chemical, biological, radiological, or nuclear materials.

## Promulgation Statement

To All Recipients:

Transmitted herewith is the Emergency Operations Plan for Syracuse City, Utah. It provides a framework for use in performing emergency functions prior to, during and after an event or incident in the City.

This Emergency Operations Plan includes four phases of emergency management. They are:

**Mitigation** – those activities, which eliminate or reduce long-term risk to life and property from a hazard event, also known as prevention;

**Preparedness** – those plans and activities developed ahead of time to save lives and minimize damage;

**Response** – immediate activities which prevent loss of lives and property and provide emergency assistance; and,

**Recovery** – short and long term activities, which return all systems to normal or improved standards.

This plan is prepared in accordance with federal, state and local statutes. It will be tested, revised and updated as required. All recipients are requested to advise the Emergency Program Manager regarding recommendations for improvements.

Signed:

\_\_\_\_\_  
Brody Bovero, City Manager

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

## Signatories

\_\_\_\_\_  
Brody Bovero, City Manager

\_\_\_\_\_  
Cassie Brown, City Recorder

\_\_\_\_\_  
Garret Atkin, Police Chief

\_\_\_\_\_  
Eric Froerer, Fire Chief

\_\_\_\_\_  
Clint Drake, City Attorney

\_\_\_\_\_  
Sherrie Christensen, CED Director

\_\_\_\_\_  
Stephen Marshall, Finance Director

\_\_\_\_\_  
Robert Whiteley, PW Director

\_\_\_\_\_  
TJ Peace, IT Director

\_\_\_\_\_  
Kresta Robinson, P&R Director





# **Emergency Operations Plan**

## **Basic Plan**

### **Introduction**

Syracuse City, in accordance with the Emergency Management Act of 1981 (Utah Code 53-2, 63-5), desires to mitigate, prepare for, respond to, and recover from all types of emergency incidents, including both natural and man-made hazards. The primary objectives are to save lives and protect public health and property.

Complex and emerging threats demand a unified and coordinated approach to incident management. The National Strategy for Homeland Security; Homeland Security Act of 2002; and Homeland Security Presidential Directive-5 (HSPD-5) direct the United States Department of Homeland Security (USDHS) to lead a coordinated national effort with other federal departments and agencies and state, local and tribal governments to establish a National Response Framework (NRF) and a National Incident Management System (NIMS).

Syracuse City recognizes these policies and utilizes NIMS as a basis for the Incident Command System (ICS) structure. NIMS created a standard incident management system that is scalable and modular, and can be used in incidents or events of any size or complexity. These functional areas include command, operations, planning, logistics and finance/administration. The NIMS incorporates the principle of Unified Command, ensuring further coordination for incidents involving multiple jurisdictions or agencies at any level of government.

Homeland Security Presidential Directive (HSPD-8) is a companion policy to HSPD-5, and provides guidance and standards, through the NIMS Integration Center (NIC), for preparedness activities. These include training, exercising, employee certification, credentialing and national resource typing protocols.

The Syracuse City Emergency Operations Plan, using NIMS concepts and principles, addresses the consequences of an incident. It is applicable to natural disasters, human-caused incidents and planned events.

### **Purpose**

The purpose of this plan is to develop organizational responsibilities within a comprehensive emergency management program that will provide a system to mitigate the effects of an emergency, preserve life and minimize damage, respond to emergencies,

## Syracuse City Emergency Operations Plan

provide the necessary assistance, and establish a recovery system in order to return the community to its normal state of affairs.

This plan serves as a guide for community leaders and is intended to provide the general information needed to quickly and effectively respond should an emergency situation or contingency arise. It identifies legal and management responsibilities and describes actions and procedures for officials and citizens in responding to most emergency situations. Once in effect, the City Manager, or his/her designees, possesses the legal authority to marshal the resources of the community and provide appropriate leadership and direction. This plan promotes speed and efficiency through one channel of authority, so that individual citizens, neighborhoods, public employees and public officials can fully cooperate during emergency situations. This plan is a common sense approach to preparedness that encourages action, not reaction. This plan does not take the place of personal, family or neighborhood preparedness.

Each participating organization or department should depend upon its own expertise to develop functional annexes and emergency support function procedures describing how to carry out its assignments in support of this plan.

In accordance with the National Incident Management System (NIMS), the decision level authority rests at the lowest practical level for the event or incident. It is the intent of this plan to identify responsibilities and delegate them to the appropriate organization. The plan also includes specific assignments and responsibilities needing special attention during events that are outside normal City operations.

### **Scope**

- Applicable to all City departments;
- Establishes policies, strategies, and assumptions;
- Establishes a concept of operations;
- Defines coordination mechanisms to facilitate delivery of assistance;
- Assigns specific functional responsibilities to departments and organizations;
- Identifies actions to be taken to coordinate with the county, state, and federal counterparts as appropriate;
- Provides a source of planning information to local community organizations, businesses and residents within Syracuse City.

### **Policies**

It is the policy of Syracuse City to prepare for, respond to, and properly manage any unusual occurrence that brings to the community elements of an emergency. Syracuse City prioritizes the protection of life and property, and the continuation of essential services during such incidents or events.

## Syracuse City Emergency Operations Plan

The City Manager, in conjunction with the Department Directors, shall exercise initiative, sound judgment, and cooperation when responding and handling events or incidents that require extraordinary measures to resolve. The Syracuse City Administration will exercise their assigned responsibilities to support the efforts of the Incident/Unified Command.

A formal Declaration of Emergency, issued by the City Manager or his designee, provides the legal authority to take actions deemed reasonable and necessary to resolve an incident. The declaration of emergency gives orders, rules and regulates the full effect of the law. Under such conditions, a curfew or other necessary measures can be imposed. Standard procedures may be expedited, especially in the area of purchasing (See Syracuse City Purchasing Policy 'Emergency Procurement'). The declaration activates all provisions in the plan. The declaration is also a request for assistance. The request for assistance follows a pre-designated sequence: Local Cities and Districts, Davis County, the State of Utah (including the National Guard), and then Federal (including the Military).

During times of emergency, the City will strive to continue the regular delivery of services, as much as possible. During extraordinary incidents, some disruption of regular services can be expected. The City will continue regular operations as soon as possible, with prioritized response where critical needs arise. Employees and departments not directly engaged in the resolution of the emergency will extend every effort to restore and maintain City services and functions to pre-emergency levels.

It may be necessary to combine resources where needed to work through incidents.

Each Department Director shall provide a chain of command that will allow the continuation of routine services at the highest level possible during emergency operations. This sequential command chain will be recorded in the Emergency Operations Center. It is anticipated that upper management levels of the departments may be largely engaged in the resolution of the emergency; hence the importance of prior designation of the responsibility for continued services and routine tasks within each department. The City expects individual employees to continue assigned functions and pick up additional duties likely to result from the reassignment of resources in order to maintain the pre-emergency level of services.

All Syracuse City employees are expected to do whatever possible to contribute to the proper resolution of incidents. This may require efforts that go above and beyond the call of regular duties and responsibilities. Employees set an example of service, and building teamwork among residents to assist in the successful resolution of incidents.

The State of Utah has adopted statutes requiring all persons exercising police authority to be "Certified" by the State of Utah. Only Certified Officers will be able to exercise police power, even in times of disaster or emergency.

City employees have a responsibility to be available to work following an incident to provide essential municipal services to the public. To this end, employees are expected to establish a family emergency plan, get an emergency supply kit, and be informed about local hazards.

Managers should be aware of family concerns and allow employees time to respond and take care of immediate family needs as soon as possible. Once off duty employees have secured their families, they are expected to fill-in for on-duty employees allowing them an opportunity to assist their own families.

### Situation and Assumptions

#### Situation

##### Emergency Analysis Summary

Syracuse City may be exposed to many emergencies, all of which have the potential to disrupt the community, cause property damage, and create casualties. Possible natural and technological hazards include the following:

- **Climate:** Syracuse City is prone to the effects of severe weather. These are usually thunderstorms and snowstorms. The City is also prone to severe windstorms referred to as “East Winds”. Historically, Davis County has experienced gusts of over 110 mph and sustained winds of 80+ mph. Severe storms result in secondary problems dealing with power, heating and travel.
- **Floods:** The potential for flooding due to spring runoff and especially from summer thunderstorms is high in Syracuse. Agriculture irrigation canals are prevalent throughout Davis County. As farmlands are developed, the infrastructure remains to supply water to farmers downstream. These canals can fail, inundating down slope property. Weber Basin Water District maintains a large irrigation pipeline running through Syracuse City. Any incident causing a break in the line would likely result in massive flooding.
- **Earthquake:** Davis County is located along the Wasatch Fault between the shores of the Great Salt Lake and the foothills of the Wasatch Mountain Range. The majority of the population lives within 5 miles of the fault. Syracuse City is located at the northern part of Davis County. A major earthquake in the area would result in loss of life and in millions of dollars in damage to residential structures, businesses, industries and critical infrastructure.
- **Soil Liquefaction:** Liquefaction occurs when there is a sudden large decrease in shear strength of sandy soils caused by the collapse of the soils structure, in which the soil loses its bearing capacity, and also by a temporary increase in pore-water pressure, or water saturation during earthquake ground shaking. Liquefaction is common in areas of shallow ground water and sandy or silty

sediments. The result is that soils will flow even on the gentlest of slopes. Lateral spreading is a type of failure that results in surficial soil layers breaking up and moving up to 3 feet or more, independently over the liquefied layer. On slopes more than 5 percent, flow failures can move miles of soil at up to tens of miles per hour. On slopes less than 0.5 percent the bearing capacity will lessen and can cause buildings to settle or tip. No matter the slope percent, ground cracking and differential settlement will occur. Liquefaction can also cause foundation materials to liquefy and fail and/or cause sand boils. Sand boils are deposits of sandy sediment ejected to the surface during an earthquake along fissures. Liquefaction can occur during earthquakes of magnitude 5.0 or greater. Most of Syracuse City lies within a liquefaction zone and may suffer the effects of liquefaction during an earthquake.

- **Shortages:** The shortage of energy, food and water supplies could threaten the welfare of the citizens of Syracuse. The dependency upon out-of-state resources can become a problem when normal deliveries are interrupted.
- **Hazardous Materials:** Syracuse City has several transportation routes passing through it. Many types of materials are transported by truck daily. Some of this material is hazardous in nature and if released into the environment, could cause personal injury and/or property damage.
- **Fallen Aircraft:** Hill Air Force Base has a flight pattern for aircraft which is directly over the City. An aircraft crash in Syracuse City would result in possible loss of life and/or property damage.
- **Terrorism/Criminal Acts:** Terrorists use any and all forms of destructive activity to promote their cause. The use of a weapon of mass destruction in or near Syracuse City would have devastating consequences to our citizens and emergency responders. The probability of being able to warn citizens and responders of an impending terrorist attack is greatly dependent on investigation and surveillance of Federal, State and local law enforcement agencies and their intelligence capabilities. Protection of critical infrastructure within the City will lessen the probability of, and/or the effect of a terrorist attack.
- **Pandemic:** Influenza pandemic could substantially disrupt the community. Potential consequences include severe stress on the ability of hospitals and health care providers to care for the sick and disruption of essential community services. Slowing the spread of the pandemic virus could potentially reduce the number of people who become ill. Measures to slow the spread of the pandemic virus which themselves interrupt community activities (e.g., school closures, home isolation/quarantine, event cancellations, facility closures) can have adverse economic and social effects.

## Syracuse City Emergency Operations Plan

- **Power Outages**
- **Civil Disturbance**
- **Utility Disruption/Infrastructure Failure**
- **Fire**
- **Water Contamination**

### **Planning Assumptions**

1. Syracuse City will continue to be exposed to the hazards noted above as well as to others that may develop in the future;
2. Syracuse City officials recognize their responsibilities with regard to public safety and well-being, and will assume their responsibilities in the implementation of this plan.
3. After a major disaster, people are going to be on their own for a period of time.
4. Once the City is able to respond, it will not be able to meet all needs.
5. The City will set priorities to determine which capabilities to focus on.
6. The City will meet the greatest number of needs with resources available.
7. If properly implemented, this plan will reduce or prevent disaster related losses;
8. Agencies and organizations that support this plan will assist in the planning process and will participate in training classes and exercises which are designed to increase the overall preparedness posture of the City;
9. Syracuse City Manager or his designee, will coordinate the duties and responsibilities of the participating jurisdictions, agencies and organizations both during the planning, training and exercise process and in each phase of actual emergency or disaster;
10. The National Incident Management System (NIMS) will be used to allow proper coordination between local, state and federal organizations;
11. The Incident Command System (ICS) as a part of NIMS will enable the effective and efficient incident management by integrating a combination facilities, equipment, personnel, procedures, and communications operating with a common organizational structure. All on-scene management of incidents will be conducted using the ICS.

### **Concept of Operations**

#### **General**

1. Syracuse City is responsible to undertake comprehensive emergency management to protect life and property from the effects of hazardous events. Local government has the primary responsibility of emergency management activities.
2. When the emergency exceeds the City's capability to respond, assistance should be requested from Davis County, then the State of Utah. The Federal government should be asked to provide assistance to the State when appropriate.
3. This plan is based on the concept that the emergency functions for various departments will generally parallel their normal day-to-day functions. To the extent

## Syracuse City Emergency Operations Plan

possible, the same personnel and material resources should be employed in both cases.

4. Day-to-day functions not contributing directly to the emergency operation may be suspended for the duration of the emergency. The efforts that would normally be required for those functions should be redirected to accomplish emergency tasks.
5. This plan applies to all types of hazards. It is more than an operations plan in that it accounts for activities before, during, and after emergency situations.
6. Emergency responses may be implemented in stages, as needed using the National Incident Management System (NIMS). The NIMS provides for interoperability and compatibility among Federal, State and local capabilities and includes a core set of concepts, principles and terminology covering the Incident Command System (ICS), Unified Command (UC), management of resources, and reporting. The full-scale implementation of the emergency management organization involves the activation of the Emergency Operations Center (EOC), which serves as an Incident Command post at the highest level within the City.
7. The Syracuse City Manager will be the coordinator for all activity in connection with Emergency Management.

### **Direction and Control**

1. Except when incidents are handled at the Incident Command Post (ICP), central control from the Emergency Operations Center (EOC) should provide the requisite direction and control.
2. Direction and control of the Emergency Operations Center (EOC), when activated, is vested in the City Manager, who should serve as chair of the policy group. Other members of the policy group, as well as the Mayor and City Council, may advise the City Manager.
3. The City Manager is responsible for the execution of the plan and for minimizing the effects of a disaster.
4. The City Manager may designate others to assume temporary control of the EOC as required.
5. The EOC is designed to function as needed up to 24 hours a day until the emergency is resolved, or the City Manager decides it is no longer necessary.
6. The primary EOC is located in the Fire Department training room. The alternate EOC is located in the Police Department training room.

### **Continuity of Government**

If an officer of the city is unavailable once a natural phenomenon or disaster has occurred, the designated emergency interim successor should exercise the powers and duties of the office only until the vacancy is filled in accordance with the constitution or applicable statutes, or until the officer or an emergency interim successor earlier in the order of succession becomes available to exercise the powers and duties of the office.

The City offices function as the seat of government in the event of a natural phenomenon or disaster. The City Manager, upon determination that the City offices are not capable

of functioning as the seat of government for the City, may designate another location, outside the City if necessary, to serve as a seat of government during the emergency.

It is important to ensure the continuity of essential governmental functions to the greatest extent possible under circumstances that may disrupt normal operations. Readiness requires that the City be able to continue meeting the needs of its people despite the fear, chaos, and suffering that disasters breed. Discontinuity in the City's ability to conduct the public's business is reflected in lost information, revenue, programs, credibility, and confidence, with increased vulnerability, chaos, and human suffering. Continuity of Government is best ensured through effective Continuity of Operations Planning.

### **Continuity of Operations (COOP) Planning**

All City departments shall prepare and maintain department specific Continuity of Operations Plans to provide continued essential city services in addition to their assigned emergency/disaster response and recovery responsibilities in the event of a full or partial failure of mission critical systems. Key elements of a viable COOP capability include:

- Identification of essential functions;
- Delegation of authority;
- Orders of succession;
- Evacuation, accountability, notification;
- Alternate facilities;
- Interoperable communications; and
- Vital records and databases protection.

Support of the Continuity of Operations needs of all departments will be prioritized in the response and recovery operations directed and coordinated at the EOC so that essential City services can be performed.

The City Manager will discharge the duties of the Emergency Management Director. If unavailable, his designee will act in the City Manager's behalf. The chain of succession will then be as follows: Fire Chief, Police Chief, and Community and Economic Development Director.

### **Coordination with Cities, County and State**

1. Mutual Aid. Should Syracuse City resources prove inadequate during emergency operation, requests should be made for assistance from other local jurisdictions and higher levels of government according to existing or emergency negotiated mutual aid agreements or understandings. Such assistance may take the form of equipment, supplies, personnel, or other available capabilities. All agreements and understandings will be entered into by duly authorized officials and will be formalized in writing whenever possible.
2. Syracuse's Emergency Operations Plan is a part of an overall approach to emergency management in Davis County and the State of Utah and works in coordination with other agency's plans. The Syracuse Plan is specifically designed to handle

## Syracuse City Emergency Operations Plan

emergency situations within its municipal boundaries. However, many emergencies reach far beyond the boundaries of the City. These emergencies will be managed either by the county, state or federal government with the City performing its part in conjunction with those governmental jurisdictions using the NIMS concept of unified command.

3. In an emergency, there is a multi-step process that must be followed to ensure the proper receipt and coordination of county, state and federal assistance. The process will be outlined here in brief:
  - Disaster occurs
  - City Manager activates the Emergency Operation Plan
  - City Manager issues a local declaration of emergency.

### **Local “State of Emergency” Defined**

A local “State of Emergency” exists whenever the City or an area therein is suffering, or in imminent danger of suffering, an event that may cause injury or death to persons, or damage to or destruction of property to the extent that extraordinary measures must be taken to protect the public health, safety and welfare. Such an event shall include but not be limited to the following: fire, explosion, flood, severe weather, drought, earthquake, volcanic activity, spills or releases of oil or hazardous material, contamination, utility or transportation emergencies, disease, blight, infestation, civil disturbance, riot, sabotage, terrorist attack and war.

### **Local Declaration of Emergency**

The City Manager may issue an executive order or proclamation that a state of disaster or severe emergency exists in the City. The executive order or proclamation shall indicate the nature of the disaster, the area(s) threatened or affected and the conditions creating the disaster or emergency. This declaration must be issued before county, state or federal assistance can be requested.

Any order or proclamation declaring, continuing, or terminating a local emergency shall be filed promptly with the Syracuse City Recorder. (Utah Code 63K-4-301). The declaration should then be forwarded to the Davis County Emergency Management Director in an expedient manner, i.e., voice followed by hard copy

A local emergency shall not be continued or renewed for a period in excess of 30 days except by or with the consent of the governing body. (Utah Code 63K-4-301).

When Syracuse City has proclaimed an emergency, the City Manager will govern by proclamation and has the authority to impose all necessary regulations to preserve the peace and order of the City, including but not limited to:

1. Imposing curfews in all or portions of the City;
2. Ordering the closure of any business;
3. Closing to public access any public building, street or other public area;

## Syracuse City Emergency Operations Plan

4. Calling upon regular and/or auxiliary law enforcement agencies and organizations;
5. Providing/requesting mutual aid to/from other political subdivisions; and
6. Obtaining commitments of local resources in accordance with emergency plans

In the City Manager's absence, the chain of succession will be the Fire Chief, Police Chief, and Community and Economic Development Director.

### **Rationale for Declaration of a Local "State of Emergency"**

The rationale for declaring an official local "State of Emergency" is threefold:

1. To acknowledge that the City has experienced a disaster and has responded to the best of its ability. The local declaration is the first step toward a state and federal declaration, which would then activate eligible state and federal disaster relief programs to provide financial relief to both the City and the public;
2. To alert the Davis County Emergency Services Director and State of Utah Division of Emergency Management that local resources are being fully utilized and that county and state assistance may be requested; and
3. To empower the local officials to take extraordinary measures necessary for protecting life, property and the environment while affording some safeguards against legal liability.

### **Response Procedures**

The police, fire, or public works departments generally initiate implementation of the Incident Command System. The affected department notifies the City Manager when:

- Needs exceed authority
- Actions required are contrary to instructions
- Incidents involving multiple deaths
- Incidents involving severe environmental damage
- Resource needs are greater than those available
- Actions have produced unanticipated results
- Whenever circumstances are such that the Incident Commander believes the City Manager should be notified.

Once notified, the City Manager and Incident Commander together should make an assessment to determine what resources the City Manager can provide to the Incident Commander. These services may include information, procurement of resources, collection and provision of incident data, and interface with government authorities.

The City Manager should keep the Mayor and City Council informed and determines partial or full activation of the Emergency Operations Center (EOC) as necessary.

The EOC may be activated by the City Manager, under the following conditions:

- If the incident is such that the Incident Command System needs to be expanded;
- If the City Manager deems it necessary;

## Syracuse City Emergency Operations Plan

- To support overall management of the incident; and
- To assist the Incident Commander in handling the response to the immediate incident scene.

The Incident Command System (ICS) functions of operations, planning, logistics and finance are supported at the EOC. At this time, the Command Post becomes an extension of the Operations Section within the EOC.

### **Activation of the Emergency Operations Center (EOC)**

See Appendix 1 to the Basic Plan

### **Public Information Procedures**

Public Information will be coordinated through the Public Information Officer (PIO) who coordinates with the media for the distribution of emergency public information, press releases, and interviews with City officials. The PIO in coordination with the City Manager may establish a Joint Information Center (JIC) to expand this function and monitor all forms of media. (See ESF – 14 for more detailed information.)

### **Voluntary/Private Organizations**

Within Utah, there are several faith-based and voluntary organizations that provide assistance in responding to emergencies, disasters or major catastrophes. Generally, the Church of Jesus Christ of Latter Day Saints and the American Red Cross take the lead in most voluntary efforts. A large number of voluntary organizations, including the American Red Cross, Southern Baptists, and Salvation Army have aligned themselves with the Utah Voluntary Organizations Active in Disaster (UVOAD). Although each voluntary organization is a stand-alone group, they readily communicate with each other, exchange ideas, supplies, equipment and volunteers. UVOAD is not a controlling group and membership is completely voluntary by the organizations. In addition to the voluntary/private individuals and organizations, there are numerous individuals throughout the City that actively participate on Community Emergency Response Teams (CERTs). As a local resource, these qualified and trained CERT members may be used in various support roles to augment required emergency support functions. Syracuse City maintains a listing of trained CERT members.

### **Organization and Assignment of Responsibilities**

City officials and staff share the responsibility for the planning necessary to minimize losses and provide relief from disasters. This shared responsibility includes activities to ensure prevention, preparedness, response and recovery.

Planning activities should provide for ongoing programs that prevent loss of life and property damage, and establish response and recovery capabilities to restore normalcy in the disaster area within the shortest possible time. Operational plans should achieve

## Syracuse City Emergency Operations Plan

specific objectives related to the goals of emergency planning. The designation of responsibilities is based on the unique capabilities of each City department.

The following is the assignment of emergency functions to positions and departments of Syracuse City, in addition to their normal duties. The function applies to all parts of the Plan when a specific part is not designated. Each department is responsible for developing and maintaining its own departmental emergency plan with its Standard Operating Guidelines (SOGs), which should address the following responsibilities. (This plan also includes Emergency Support Function (ESF) annexes which further define the delegation of responsibilities and outline non-city agencies with a role in emergency response activities.)

### **City Government**

In general, Syracuse City should be prepared to:

1. Direct and control local response to a wide variety of disasters.
2. Provide immediate response through local resources and personnel. Establish readiness procedures that ensure proper training, notification of personnel and the availability of personnel, material and equipment in an emergency.
3. Establish and activate mutual aid agreements when specific aid is needed.
4. Request assistance from state and federal government when (1) local resources are fully committed and found to be inadequate and/or (2) a particular capability is required but is not available locally.
5. Participate in state and federal efforts to accomplish hazard mitigation plans and studies.

### **City Manager (Emergency Management Director)**

The emergency powers of the City Manager as chief operating officer of the City include, but are not limited to:

1. The authority to issue a local declaration of emergency.
2. The authority to suspend the provision of any City Ordinance prescribing the procedures for conduct of City business if strict compliance with the provision prevents, hinders, or delays necessary actions in coping with the emergency.
3. The authority to issue orders for evacuation.
4. The authority to suspend or limit the sale of some items.
5. The authority to invoke the provisions of any mutual aid agreement entered into by the City.

The City Manager functions as the Emergency Management Director and is responsible for the overall administration of the City's emergency operations. The emergency duties of the City Manager include, but are not limited to:

1. Sets policy for emergency response organization.

## Syracuse City Emergency Operations Plan

2. Assumes responsibility for the overall response and recovery operations.
3. Activates the Syracuse Emergency Operations Plan when needed.
4. Coordinates with the Mayor and City Council.
5. Uses all available resources of the City as reasonably necessary to cope with the disaster.
6. Transfers the direction, personnel, or functions of the City Departments or Divisions for the purpose of performing or facilitating emergency operations.
7. Authorizes the strategy for recovery.

The City Manager is responsible for the planning, coordination and operation of emergency management activity in Syracuse City. Duties include but are not limited to:

1. Develop and update the City's EOP as necessary based on lessons learned during exercises and actual emergencies.
2. Develop, update and carry out an effective comprehensive exercise plan.
3. Arrange appropriate orientation, training and exercise opportunities to City employees involved in the EOP.
4. Receive, review and approve departmental emergency operations plans (SOGs) and updates.
5. Develop, coordinate and monitor mutual aid agreements and memoranda of understanding for emergency aid and assistance.
6. Oversee the EOC Facility Manager's efforts in preparing, establishing and coordinating the operation of the EOC.
7. Serve as the City's liaison with District Coordinators and CERT efforts within the City.
8. Oversee the recruitment of volunteer personnel and agencies to assist in the City's emergency response and recovery efforts.
9. Oversee the preparation of a process ahead of time to effectively utilize spontaneous volunteers.
10. Review and update City ordinances to facilitate effective emergency mitigation, preparedness, response, and recovery efforts.

### **Mayor and City Council**

During a disaster incident, the Mayor may work closely with, and under the direction of the City's Public Information Officer (PIO) to provide information and reassurance to the public. Members of the City Council may be assigned to oversee efforts at local evacuation centers. The Mayor and City Council will receive regular situation updates from the Public Information Officer.

The Mayor and City Council's actions during and following an emergency influence community members as well as employees, and directly impact the City's ability to protect lives and property. The Mayor and City Council work closely with the City Manager in a similar capacity as they work with the City Manager during normal operations.

## Syracuse City Emergency Operations Plan

When a disaster strikes, the Mayor and City Council often will serve as a primary conduit between the government and the public both during and after the event. It may hold public meetings to conduct the business relevant to response and recovery from the disaster (for example, the adoption of ordinances) and to hear from and communicate with the public. Additionally, the Council may review potential or threatened litigation and provide general direction to the City Manager in such matters. Specific responsibilities of the City Council include:

1. Receive regular updates and briefings from the City Manager.
2. Review and approve the declaration of a local “State of Emergency” if it needs to be continued or renewed for a period in excess of 30 days.
3. Serve as a liaison with other City, County, State and/or Federal government representatives.
4. Serve as the liaison with public or community organizations.
5. Conduct public meetings to determine public needs and identify current or future City actions related to the disaster.
6. Review requirements for special legislation and development of policy.
7. Establish executive-level policies and pass important resolutions for the management of the emergency.
8. Consider and advise both short and long term recovery strategies.
9. Support a multi-agency disaster response.
10. Survey problem sites in Syracuse and assist residents and the City in finding solutions to problems resulting from the disaster.
11. Visit impacted areas, shelters, and other temporary facilities to spot problems and special issues.
12. Host and accompany VIPs and government officials on tours of the emergency/disaster.
13. Participate in training as required by State & Federal law.

### **Public Information Officer (PIO)**

1. Functions in accordance with ESF 14 – Public Information Systems.
2. Provides the public accurate, timely, and useful information and instructions throughout the emergency period.
3. Manages all information released both internally and externally.
4. Advises the City Manager, Department Directors and Public Officials on matters of emergency public information.
5. Establishes and maintains a working relationship with local media.
6. Prepares a call-down list for disseminating emergency public information to groups that do not have access to normal media (e.g. employees)
7. Prepares emergency information packets for release; distributes pertinent materials to local media prior to emergencies; and ensures that information needs of visually impaired, hearing impaired, and non-English speaking audiences are met.

### **EOC Facility Manager**

1. Maintains the EOC (and alternate EOC) facilities in a condition where they can be set up with needed supplies and equipment to function as exercised with minimal delay.
2. Ensures that a plan is in place to activate EOC communication systems (telephones, computers, radios) when the EOC is activated.
3. Sets up communication systems, tables, chairs, easels, signs, office supplies, and other items specified and provided by the Planning Section Chief, such as maps, charts, checklists and plans, when the EOC is activated.
4. Designates one or more facilities to serve as the alternate EOC.

### **Department Directors**

Directors of City departments are responsible for emergency operations within their departments as follows:

#### **General**

1. Continue to perform routine day-to-day department tasks as able.
2. Provide EOC representation as required in this plan or as requested by the City Manager.
3. Become familiar with departmental responsibilities outlined in this plan, including the appendixes and ESF annexes.
4. Develop, maintain, and exercise department plans, standard operating procedures and checklists necessary for accomplishing assigned tasks.
5. Maintain a current emergency resource database of department equipment, personnel available to perform assigned functions.
6. Primary agencies/departments that have a lead role in an ESF should develop and maintain an appropriate response capability and ensure that all personnel assigned specific functional responsibilities in support of this plan are adequately trained and prepared to assume those responsibilities.
7. Supporting agencies/departments with a supporting role in an ESF should assist primary agencies/departments in preparing and maintaining SOPs and should provide support for ESF operations. Each supporting agency/department should participate in the process of exercising, reviewing and maintaining and implementing this plan.
8. Train department employees at least annually in their emergency roles and responsibilities.
9. Provide departmental technical/operational response to disasters or their effects.
10. Maintain administrative control of department employees when tasked to support other agencies or jurisdictions.
11. Coordinate plans, procedures and preparations with appropriate governmental, private and volunteer agencies. Consider entering into working agreements with these agencies to promote effective emergency response and relief efforts.

## Syracuse City Emergency Operations Plan

12. Assist in assessing and reporting damages to any City owned facility or property to the EOC.
13. Record and report all costs incurred in carrying out emergency operations. Best practices must be followed on all financial/logistical record keeping.

### **Specific**

#### Fire Department

1. The Fire Chief may function in the Policy Group or Operations Section of the EOC, when activated. (See Appendix 1).
2. See detailed responsibilities of the Operations Section of the EOC in Appendix 1.
3. Provides primary services for ESFs 04 – Fire and Rescue Operations, 08 – Health and Medical, 09 – Urban Search and Rescue, 10 – Hazardous Materials Response, and Annex A - Evacuation. Provides support services for ESFs 06 – Mass Care.

#### Police Department

1. The Police Chief may function in the Policy Group or Operations Section of the EOC as needed. (See Appendix 1).
2. See detailed responsibilities of the Operations Section of the EOC in Appendix 1.
3. Provides primary services for ESFs 2 – Communications and Warning, 13 – Public Safety and Security and Annex A - Evacuation. Provides support services for ESFs 01 - Transportation, 06 – Mass Care, 08 – Health and Medical, 09- Search and Rescue Operations, 10 – Hazardous Materials

#### Public Works

1. The Public Works Director may function in the Policy Group or Operations Section of the EOC as needed. (See Appendix 1).
2. See detailed responsibilities of the Operations Section of the EOC in Appendix 1.
3. Provides primary services for ESF 01 – Transportation and ESF - 03 – Public Works. Provides support services for ESF 09 – Search and Rescue Operations, ESF 10 – Hazardous Materials, and Annex A – Evacuation.

#### Community and Economic Development

1. See detailed responsibilities for the Planning Section in Basic Plan Appendix 1.
2. Provides primary services for ESFs 05 – Information Analysis and Planning, 07 – Resource Management. Provides secondary services for Annex A – Evacuation.

#### Parks and Recreation

1. See detailed responsibilities for Logistics Section in Basic Plan Appendix 1.
2. Provides primary services for ESFs 01 – Transportation (Tracking and Providing Vehicle Resources) 11 – Food and Water. Provides support services for ESFs 01 – Transportation (Open and Maintain Traffic Routes), 03 – Public Works, 05- Information Analysis and Planning, 06 – Mass Care, 07 – Resource Management, 08 – Health and Medical and Annex A – Evacuation.

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### Legal

1. The City Attorney functions in the Policy Group of the EOC, when activated. (See Appendix 1).
2. The City Attorney functions as or provides guidance to the Public Information Officer (PIO) and provides primary services for ESF 14 – Public Information Systems.
3. Provides legal counsel.
4. Provides guidance for the development of ordinances and resolutions in support of emergency operations.
5. Reviews actions taken to ensure compliance with local, state and federal laws and regulations.
6. Provides secondary services for Annex A – Evacuation.

### Finance

1. See detailed responsibilities in Basic Plan Appendix 1, under Finance Section.
2. Provides support services through cost and procurement units for ESF 07 – Resource Management.
3. Provides accounting and financial services for receipt and disbursement of emergency funds.

### Management Services

1. The City Manager functions as the Emergency Management Director.
2. The City Manager functions in the Policy Group of the EOC, when activated (See Appendix 1).
3. The City Manager functions as a liaison with Volunteer District Coordinators, American Red Cross, Amateur Radio Emergency Services (ARES) and other liaison and VOAD contacts.
4. The Human Resources Division functions with the Logistics Section of the EOC to track employees and facilitate communications between the employees and their families.
5. The Facilities Maintenance division functions with the Logistics Section of the EOC to provide support services to make sure City facilities are operational.
6. The IT Manager functions as the EOC Facility Manager.
7. The Information Technology (IT) Division functions with the Logistics Section to provide technical support of computers, networks, communication equipment, data management, etc. (See ESF 02 – Communications).
8. The IT Division protects the City's computer systems, networks and files in the event of a disaster.

### **After-Action Reports**

Following a City response to an emergency, disaster, or major catastrophe, the Emergency Program Manager will coordinate the preparation of an after-action report documenting the City's response efforts. Within 15 workdays following the termination of a disaster, each agency involved in the response effort will provide the Emergency Program Manager with an after-action report outlining that agency's involvement in the disaster.

## Syracuse City Emergency Operations Plan

The Emergency Program Manager or his designee will compile a summary After-Action Report and submit a copy of the completed report to each of the involved agencies, outlining best practices and lessons learned. The Emergency Program Manager will also send a copy to the Utah Department of Public Safety, Division of Emergency Management, and Office of Emergency Services.

### **Training and Exercises**

#### **Training**

Department Directors should provide employees at least annual training on the departmental and City Emergency Operations Plans. Requests for training courses or assistance in training personnel will be coordinated through the City Manager.

#### **Exercises**

Syracuse City will hold annual exercises, which may consist of seminars, workshops, tabletops, drills, functional and/or full scale. The greatest benefit can be achieved through a building-block approach that either exposes program participants to gradually increasing levels of complexity and/or builds upon lessons learned from previous exercises.

Annually, the Emergency Program Manager (City Manager) schedules a Training and Exercise Planning Workshop (TEPW) with the Department Directors, and other employees they may assign to participate. This is intended to be a meeting to review City capabilities and to update the City's Multiyear Training and Exercise Plan. The TEPW is an opportunity for the City, as a whole, to translate its emergency management goals and priorities into specific training and exercise events designed to establish or strengthen needed capabilities. Participants at the TEPW should plan exercises that drive real-world issues and that increase needed capabilities. They should also be prepared to assess capabilities and preparedness levels of participating agencies.

### **Plan Development and Maintenance**

The Emergency Program Manager proposes written updates to this plan annually from deficiencies discovered and recommendations made in the After Action Report/Improvement Plans (AAR/IP) from the preceding year and from lessons learned during actual emergencies. Contact information for personnel and resources is also updated.

## Syracuse City Emergency Operations Plan

Then, Executive Staff reviews the proposed plan updates, makes needed changes, and directs the Emergency Program Manager to distribute the updated plan to employees and organizations having a copy of the plan. Changes should be noted on the Revision Log and a revision date (month/year) should be added to the footer of each page.

DRAFT

## Appendix 1 to the Basic Plan

### Emergency Operations Center

**Primary Agency:** Syracuse City Emergency Management

#### **Purpose**

The purpose of this appendix is to establish a standardized process and to outline guidelines for activating, staffing, equipping and conducting emergency operations within the City Emergency Operations Center (EOC). This document also includes the requirements and processes for deactivation of the EOC following an incident or event.

#### **Situation and Assumptions:**

- The majority of incidents will be addressed via normal response protocols. However, if the incident requires a more extensive response the Emergency Operations Center (EOC) may be partially or fully activated. Regardless of the activation level, any EOC activation must be communicated to the EOC policy group.
- EOC activation may or may not be followed by a declaration of emergency.
- The Fire Department training room will function as the primary EOC. This facility will be utilized to coordinate emergency response and recovery.
- An alternate EOC is located in the Police Department training room.
- The EOC may be partially or fully activated during an incident by order of the City Manager or his designee.
- The EOC is capable of operation on an intermittent or continuous basis for as long as the situation requires.
- Staffing for the EOC will depend on the scale of the emergency or disaster. The level of staffing will be determined by the City Manager, depending on the situation.
- Any time the EOC is activated, administrative support personnel are required.
- The EOC is organized into five (5) Sections: Policy Group, Operations Section, Planning Section, Logistics Section and Finance/Administration Section.

## Concept of Operations

**Pre-disaster:** The EOC facilities will be kept in a state of readiness by the EOC Facility Manager to be set up as described below when the EOC is activated.

### During a disaster:

1. **Activation:** The EOC will be activated and made operational by order of the City Manager or his designee. The following events may cause the EOC to be activated:
  - a. Actual or forecasted weather conditions indicate potential flood, high windstorms or other severe weather related problems.
  - b. An act or suspected act of terrorism.
  - c. The incident extends beyond the capabilities of local control.
  - d. The incident extends into multiple operational periods.
  - e. Any special event requiring the potential response from multiple agencies.
2. **Alerting:** The Emergency Management Director is responsible to maintain an up-to-date EOC notification list and to alert City EOC staff and cooperating agencies when the Syracuse EOC is activated.
3. **Setup:** The EOC Facility Manager is responsible for maintaining the EOC facilities in a state of readiness and performs the following functions:
  - a. Sets up tables, chairs, signs, office supplies, communication systems (telephones and computer systems) when the EOC is activated.
  - b. As directed by the Planning Section Chief, ensures that EOC charts, maps, status boards, checklists, plans and other needed items are available in the EOC.

## Functional Responsibilities

Emergency operations will continue as the situation dictates and at the direction of the Emergency Management Director. The operation will be comprised a Policy Group and Supporting Sections, including: Operations, Planning, Logistics, and Finance.

### Policy Group

The EOC Policy Group is responsible for developing policy, prioritizing actions, and coordinating the overall emergency response. Members of this section include:

- City Manager (Emergency Management Director)
- City Attorney (Public Information Officer)
- Department Directors (as needed)

## Syracuse City Emergency Operations Plan

Elected officials, and/or other subject matter experts may be asked to participate with the Policy Group.

### Operations Section

Operations normally functions in coordination with operations in the field and will coordinate implementation of response actions among the participating organizations and ensure that the policies, activities and resources are implemented according to the decisions of the policy group. The Operations Section Chief may be the Police Chief, Fire Chief, Public Works Director, or their designee depending on the type of incident and which department is most qualified to handle the particular incident. The Operations Section Chief is responsible for managing all tactical operations at an incident. The Incident Action Plan provides the necessary guidance for response operations. The need to expand the Operations Section is generally dictated by the number of tactical resources involved and is influenced by the span of control considerations.

Major responsibilities of the Operations Section Chief include:

- Assisting the Incident Commander in determining tactical strategies.
- Determining tactics to achieve command objectives.
- Determining work assignments and resource requirements.
- Identifying, assigning, and supervising resources.
- Managing tactical operations.
- Assisting in the development of the operations portion of the Incident Action Plan. This usually requires filling out the ICS 215 prior to the Planning Meeting.
- Supervising the execution of the operations portion of the Incident Action Plan.
- Maintaining close contact with subordinate positions.
- Ensuring safe tactical operations.
- Requesting additional resources to support tactical operations.
- Approving release of resources from active assignments (not release from the incident).
- Making or approving expedient changes to the operations portion of the Incident Action Plan.
- Maintaining close communication with the Incident Commander.

Members of the operations section may include the Police Department, Fire/EMS Department, Public Works Department, other departments and outside agencies as needed.

Operations positions include:

- Operations Section Chief
- Branch Manager(s)
- Division/Group Supervisor(s)
- Strike Force(s)
- Task Force(s)
- Single Resource(s)

### Planning Section

Planning is responsible for the collection, dissemination and use of the information about the development and status of resources. This involves receiving status reports from all the ICs in the field, analyzing the data received, thinking ahead, developing the Incident Action Plan, formal briefings, making suggestions to the policy group, and tracking the status of resources. The Planning Section Chief is responsible for providing planning services for the incident. Prior to EOC activation, the Planning Section Chief specifies charts, maps, status boards, checklists, plans, and other items that should be kept available in the EOC, and provides this information to the EOC Facilities Manager.

Major responsibilities of the Planning Section Chief include:

- Identify and notify the EOC Facilities Manager of any charts, maps, status boards, checklists, plans, and other items that should be kept available in the EOC.
- Collecting and managing all incident-relevant operational data.
- Providing input to the Incident Commander and Operations Section Chief for use in preparing the Incident Action Plan.
- Coordinating the preparation and documentation of the Incident Action Plan.
- Conducting and facilitating planning meetings.
- Reassigning personnel already on-site to ICS organizational positions as needed and appropriate.
- Establishing information requirements and reporting schedules for Planning Section units.
- Determining the need for specialized resources to support the incident.
- Assembling and disassembling task forces and strike teams not assigned to Operations.
- Establishing specialized data collection systems as necessary (e.g. weather).
- Assembling information on alternative strategies and contingency plans.
- Providing periodic predictions on incident status.
- Reporting any significant changes in incident status.
- Compiling and displaying incident status information.
- Overseeing the preparation of the Demobilization Plan.
- Incorporating Traffic, Medical, Communications Plans, and other supporting material into the Incident Action Plan.

Members of the planning section may include Community and Economic Development Department employees, other City staff and outside agencies as needed.

Planning positions include:

- Planning Section Chief
- Resource Unit Leader
- Situation Unit Leader
- Demobilization Unit Leader
- Documentation Unit Leader

### Logistics Section

Logistics is responsible for providing facilities, services and materials to responders for the incident. This includes health services, food and shelter, transportation, personnel, volunteers, communications, equipment maintenance, fuel, supplies and equipment. The Logistics Section Chief provides all incident support needs with the exception of logistics support to air operations.

Major responsibilities of the Logistics Section Chief include:

- Managing all incident logistics.
- Ensuring that resource ordering procedures are communicated to appropriate agency ordering points.
- Developing a transportation system to support operational needs.
- Ensuring that the Logistics Section can support the IAP.
- Completing assigned portions of the written IAP.
- Tracking and coordinating spontaneous volunteer services.
- Placing order(s) for resources.
- Providing logistical input to the Incident Commander for preparing the Incident Action Plan.
- Briefing Logistics Branch Directors and Unit Leaders as needed.
- Identifying anticipated and known incident service and support requirements.
- Requesting/ordering additional resources, as needed.
- Developing as required, the Communications, Medical, and Traffic Plans.
- Overseeing demobilization of the Logistics Section.

Members of the logistics section will be dependent on the type and magnitude of the event and include Parks and Recreation Department employees. Other members may include the Human Resources Officer, IT Manager, Facilities Maintenance Manager or their representatives, and other City staff and outside agencies as needed.

Logistics positions include:

- Logistics Section Chief
- Service/Support Branch Director(s)
- Communications Unit Leader
- Medical Unit Leader
- Food Unit Leader
- Supply Unit Leader
- Facilities Unit Leader
- Transportation Unit Leader

### Finance Section

Finance is responsible for tracking and implementing procurement paperwork, keeping records of all incident costs and evaluating the financial considerations of the incident. Finance applies for and manages FEMA Public Assistance that may be available to reimburse Syracuse City for costs associated with an incident. Not all incidents will require

## Syracuse City Emergency Operations Plan

a Finance/Administration Section, only when the involved agencies have a specific need for financial services.

Major responsibilities of the Finance Section Chief include:

- Managing all financial aspects of an incident.
- Understanding and following the process to apply for, receive and manage any FEMA Public Assistance funding for which the City may be eligible.
- Providing financial and cost analysis information as requested.
- Providing cost implications of incident objectives, as required.
- Ensuring that the IAP is within the financial limits established by the Incident Commander.
- Evaluating facilities, transportation assets, and other contracted services to determine if any special contract arrangements are needed.
- Ensuring compensation and claims functions are being addressed relative to the incident.
- Gathering pertinent information from briefings with responsible agencies.
- Developing an operating plan for the Finance Section; fill Section supply and support needs.
- Meeting with assisting and cooperating agency representatives as needed.
- Maintaining daily contact with agency(s) representative's administrative headquarters on finance matters.
- Ensuring that all personnel and equipment time records are accurately completed and transmitted to home agencies, according to policy.
- Providing financial input for demobilization planning.
- Ensuring that all obligation documents initiated at the incident are properly prepared and completed.
- Briefing agency administrative personnel on the incident-related financial issues needing attention or follow up.

Members of the finance section include Finance Department employees. Other members may include a representative from Management Services to assist with claims and compensation, and others from City staff or outside agencies as needed.

Finance positions include:

- Finance/Administration Section Chief
- Time Unit Leader
- Procurement Unit Leader
- Compensation/Claims Unit Leader
- Cost Unit Leader

## Incident Types

Incidents may be typed in order to make decisions about resources requirements. Incident types are based on the following five levels of complexity, with Type 5 being the least complex

### Type 5

- The incident can be handled with one or two single resources with up to six personnel.
- Command and General Staff positions other than the Incident Commander, are not activated.
- No written Incident Action Plan (IAP) is required.
- The incident is contained within the first operational period and often within an hour to a few hours after resources arrive on scene.
- Examples include a vehicle fire, an injured person, or a police traffic stop.

### Type 4

- Command and General Staff functions are activated only if needed.
- Several resources are required to mitigate the incident, including a Task Force or Strike Team.
- The incident is usually limited to one operational period in the control phase.
- The agency administrator may have briefings, and ensure the complexity analysis and delegation of authority is updated.
- No written Incident Action Plan (IAP) is required but a documented operational briefing will be completed for all incoming resources.
- The role of the agency administrator includes operational plans including objectives and priorities.

### Type 3

- When capabilities exceed initial attack, the appropriate ICS positions should be added to match the complexity of the incident.
- Some or all of the Command and General Staff positions may be activated, as well as Division/Group Supervisors and/or the Unit Leader level positions.
- A Type 3 Incident Management Team (IMT) or incident command organization manages:
  - Initial action incidents with a significant number of resources;
  - An extended attack incident until containment/control is achieved; or
  - An expanding incident until transition to a Type 1 or Type 2 team.
- The incident may extend into multiple operational periods.
- A written IAP may be required for each operational period.

## **Type 2**

- This type of incident extends beyond the capabilities for local control and is expected to go into multiple operational periods. A Type 2 incident may require the response of resources out of the area, including regional and/or national resources, to effectively manage the operations, command and general staffing.
- Most of the functional units are needed and staffed.
- Operations personnel normally do not exceed 200 per operational period and total incident personnel do not exceed 500 (guidelines only).
- The agency administrator is responsible for the incident complexity analysis, agency administrator briefings, and the written delegation of authority.

## **Type 1**

- This type of incident is the most complex, requiring national resources to safely and effectively manage and operate.
- All Command and General Staff positions are activated.
- Operations personnel often exceed 500 per operational period and total personnel will usually exceed 1,000.
- Branches need to be established.
- The agency administrator will have briefings, and ensure that the complexity analysis and delegation of authority are updated.
- Use of resource advisors at the incident base is recommended.
- There is a high impact on the local jurisdiction, requiring additional staff for office administrative and support functions.

## **Authorities and References**

### **Federal**

- Emergency Interim Succession Act, 63-5B Title 44, CFR Federal Emergency Management Agency Regulations, as amended.
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended.
- Title 44, CFR Federal Emergency Management Agency Regulations, as amended.
- The Superfund Amendment and Reauthorization Act, Title III (SARA), as amended.
- Homeland Security Presidential Directive 5 (HSPD-5): Management of Domestic Incidents; Disaster Response Recovery Act, 63-5A
- Homeland Security Presidential Directive 8 (HSPD-8): National Preparedness

### **Utah Statutes**

- Emergency Management Act of 1981, Utah Code 53-2, 63-5
- Disaster Response and Recovery Act, Utah Code 63-5A

### **Federal Publications**

- National Response Framework
- National Incident Management System
- Public Assistance Guide (FEMA 322)

## Glossary of Key Terms

**Agency:** A division of government with a specific function offering a particular kind of assistance. In ICS, agencies are defined either as jurisdictional (having statutory responsibility for incident management) or as assisting or cooperating (providing resources or other assistance).

**Agency Representative:** A person assigned by a primary, assisting, or cooperating Federal, State, local, or tribal government agency or private entity that has been delegated authority to make decisions affecting that agency's or organization's participation in incident management activities following appropriate consultation with the leadership of that agency.

**Area Command (Unified Area Command):** An organization established (1) to oversee the management of multiple incidents that are each being handled by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command has the responsibility to set overall strategy and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, and ensure that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional. Area Command may be established at an emergency operations center facility or at some location other than an incident command post.

**Assessment:** The evaluation and interpretation of measurements and other information to provide a basis for decision-making.

**Assignments:** Tasks given to resources to perform within a given operational period that are based on operational objectives defined in the IAP.

**Assistant:** Title for subordinates of principal Command Staff positions. The title indicates a level of technical capability, qualifications, and responsibility subordinate to the primary positions. Assistants may also be assigned to unit leaders.

**Assisting Agency:** An agency or organization providing personnel, services, or other resources to the agency with direct responsibility for incident management. See also Supporting Agency.

**Available Resources:** Resources assigned to an incident, checked in, and available for a mission assignment, normally located in a Staging Area.

**Branch:** The organizational level having functional or geographical responsibility for major aspects of incident operations. A branch is organizationally situated between the section and the division or group in the Operations Section, and between the section and units in the Logistics Section. Branches are identified by the use of Roman numerals or by functional area.

**Chain of Command:** A series of command, control, executive, or management positions in hierarchical order of authority.

**Check-In:** The process through which resources first report to an incident. Check-in locations include the incident command post, Resources Unit, incident base, camps, staging areas, or directly on the site.

**Chief:** The ICS title for individuals responsible for management of functional sections: Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established as a separate section).

**Command:** The act of directing, ordering, or controlling by virtue of explicit statutory, regulatory, or delegated authority.

**Command Staff:** In an incident management organization, the Command Staff consists of the Incident Command and the special staff positions of Public Information Officer, Safety Officer, Liaison Officer, and other positions as required, who report directly to the Incident Commander. They may have an assistant or assistants, as needed.

**Common Operating Picture:** A broad view of the overall situation as reflected by situation reports, aerial photography, and other information or intelligence.

**Communications Unit:** An organizational unit in the Logistics Section responsible for providing communication services at an incident or an EOC. A Communications Unit may also be a facility (e.g., a trailer or mobile van) used to support an Incident Communications Center.

**Cooperating Agency:** An agency supplying assistance other than direct operational or support functions or resources to the incident management effort.

**Coordinate:** To advance systematically an analysis and exchange of information among principals who have or may have a need to know certain information to carry out specific incident management responsibilities.

**Deputy:** A fully qualified individual who, in the absence of a superior, can be delegated the authority to manage a functional operation or perform a specific task. In some cases, a deputy can act as relief for a superior and, therefore, must be fully qualified in the position. Deputies can be assigned to the Incident Commander, General Staff, and Branch Directors.

**Dispatch:** The ordered movement of a resource or resources to an assigned operational mission or an administrative move from one location to another.

**Division:** The partition of an incident into geographical areas of operation. Divisions are established when the number of resources exceeds the manageable span of control of the Operations Chief. A division is located within the ICS organization between the branch and resources in the Operations Section.

## Syracuse City Emergency Operations Plan

**Emergency:** Absent a Presidentially declared emergency, any incident(s), human-caused or natural, that requires responsive action to protect life or property. Under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, an emergency means any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

**Emergency Operations Center (EOC):** The physical location at which the coordination of information and resources to support domestic incident management activities normally takes place. An EOC may be a temporary facility or may be located in a more central or permanently established facility, perhaps at a higher level of organization within a jurisdiction. EOC's may be organized by major functional disciplines (e.g., fire, law enforcement, and medical services), by jurisdiction (e.g., Federal, State, regional, county, city, tribal), or some combination thereof.

**Emergency Operations Plan:** The "steady-state" plan maintained by various jurisdictional levels for responding to a wide variety of potential hazards.

**Emergency Public Information:** Information that is disseminated primarily in anticipation of an emergency or during an emergency. In addition to providing situational information to the public, it also frequently provides directive actions required to be taken by the general public.

**Emergency Response Provider:** Includes Federal, State, local, and tribal emergency public safety, law enforcement, emergency response, emergency medical (including hospital emergency facilities), and related personnel, agencies, and authorities. See Section 2 (6), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002). Also known as Emergency Responder.

**Evacuation:** Organized, phased, and supervised withdrawal, dispersal, or removal of civilians from dangerous or potentially dangerous areas, and their reception and care in safe areas.

**Event:** A planned, non-emergency activity. ICS can be used as the management system for a wide range of events, e.g., parades, concerts, or sporting events.

**Federal:** Of or pertaining to the Federal Government of the United States of America.

**Function:** Function refers to the five major activities in ICS: Command, Operations, Planning, Logistics, and Finance/Administration. The term function is also used when describing the activity involved, e.g., the planning function. A sixth function, Intelligence, may be established, if required, to meet incident management needs.

**General Staff:** A group of incident management personnel organized according to function and reporting to the Incident Commander. The General Staff normally consists of the Operations Section Chief, Planning Section Chief, Logistics Section Chief, and Finance/Administration Section Chief.

**Group:** Established to divide the incident management structure into functional areas of operation. Groups are composed of resources assembled to perform a special function not necessarily within a single geographic division. Groups, when activated, are located between branches and resources in the Operations Section. (See Division)

**Hazard:** Something that is potentially dangerous or harmful, often the root cause of an unwanted outcome.

**Incident:** An occurrence or event, natural or human-caused that requires an emergency response to protect life or property. Incidents can, for example, include major disasters, emergencies, terrorist attacks, terrorist threats, wildland and urban fires, floods, hazardous materials spills, nuclear accidents, aircraft accidents, earthquakes, hurricanes, tornadoes, tropical storms, war-related disasters, public health and medical emergencies, and other occurrences requiring an emergency response.

**Incident Action Plan:** An oral or written plan containing general objectives reflecting the overall strategy for managing an incident. It may include the identification of operational resources and assignments. It may also include attachments that provide direction and important information for management of the incident during one or more operational periods.

**Incident Command Post (ICP):** The field location at which the primary tactical-level, on-scene incident command functions are performed. The ICP may be collocated with the incident base or other incident facilities and is normally identified by a green rotating or flashing light.

**Incident Command System (ICS):** A standardized on-scene emergency management construct specifically designed to provide for the adoption of an integrated organizational structure that reflects the complexity and demands of single or multiple incidents, without being hindered by jurisdictional boundaries. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, designed to aid in the management of resources during incidents. It is used for all kinds of emergencies and is applicable to small as well as large and complex incidents. ICS is used by various jurisdictions and functional agencies, both public and private, to organize field-level incident management operations.

**Incident Commander (IC):** The individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources. The IC has overall authority and responsibility for conducting incident operations and is responsible for the management of all incident operations at the incident site.

**Incident Management Team (IMT):** The IC and appropriate Command and General Staff personnel assigned to an incident.

**Incident Objectives:** Statements of guidance and direction necessary for selecting appropriate strategy(s) and the tactical direction of resources. Incident objectives are based on realistic expectations of what can be accomplished have been effectively deployed. Incident objectives must be achievable and measurable, yet flexible enough to allow strategic and tactical alternatives.

**Initial Action:** The actions taken by those responders first to arrive at an incident site.

**Initial Response:** Resources initially committed to an incident. **Intelligence Officer:** The intelligence officer is responsible for managing internal information, intelligence, and operational security requirements supporting incident management activities. These may include information security and operational security activities, as well as the complex task of ensuring that sensitive information of all types (e.g., classified information, law enforcement sensitive information, proprietary information, or export-controlled information) is handled in a way that not only safeguards the information, but also ensures that it gets to those who need access to it to perform their missions effectively and safely.

**Joint Information Center (JIC):** A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should collocate at the JIC.

**Joint Information System (JIS):** Integrates incident information and public affairs into a cohesive organization designed to provide consistent, coordinated, timely information during crisis or incident operations. The mission of the JIS is to provide a structure and system for developing and delivering coordinated interagency messages; developing, recommending, and executing public information plans and strategies on behalf of the IC; advising the IC concerning public affairs issues that could affect a response effort; and controlling rumors and inaccurate information that could undermine public confidence in the emergency response effort.

**Jurisdiction:** A range or sphere of authority. Public agencies have jurisdiction at an incident related to their legal responsibilities and authority. Jurisdictional authority at an incident can be political or geographical (e.g., city, county, tribal, State, or Federal boundary lines) or functional (e.g., law enforcement, public health).

**Liaison:** A form of communication for establishing and maintaining mutual understanding and cooperation.

**Liaison Officer:** A member of the Command Staff responsible for coordinating with representatives from cooperating and assisting agencies.

**Local Government:** A county, municipality, city, town, township, local public authority, school district, special district, intrastate district, council of governments (regardless of whether the council of governments is incorporated as a nonprofit corporation under State law), regional or interstate government entity, or agency or instrumentality of a local government; an Indian tribe or authorized tribal organization, or in Alaska a Native village or Alaska Regional

**Native Corporation:** A rural community, unincorporated town or village, or other public entity. See Section 2 (10), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

**Logistics:** Providing resources and other services to support incident management.  
**Logistics Section:** The section responsible for providing facilities, services, and material support for the incident.

**Major Disaster:** As defined under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5122), a major disaster is any natural catastrophe (including any hurricane, tornado, storm, high water, wind-driven water, tidal wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or, regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance under this Act to supplement the efforts and available resources of States, tribes, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

**Management by Objective:** A management approach that involves a four-step process for achieving the incident goal. The Management by Objectives approach includes the following: establishing overarching objectives; developing and issuing assignments, plans, procedures, and protocols; establishing specific, measurable objectives for various incident management functional activities and directing efforts to fulfill them, in support of defined strategic objectives; and documenting results to measure performance and facilitate corrective action.

**Mitigation:** The activities designed to reduce or eliminate risks to persons or property or to lessen the actual or potential effects or consequences of an incident. Mitigation measures may be implemented prior to, during, or after an incident. Mitigation measures are often informed by lessons learned from prior incidents. Mitigation involves ongoing actions to reduce exposure to, probability of, or potential loss from hazards. Measures may include zoning and building codes, floodplain buyouts, and analysis of hazard-related data to determine where it is safe to build or locate temporary facilities. Mitigation can include efforts to educate governments, businesses, and the public on measures they can take to reduce loss and injury.

**Mobilization:** The process and procedures used by all organizations—Federal, State, local, and tribal—for activating, assembling, and transporting all resources that have been requested to respond to or support an incident.

**Multiagency Coordination Entity:** A multiagency coordination entity functions within a broader multiagency coordination system. It may establish the priorities among incidents and associated resource allocations, deconflict agency policies, and provide strategic guidance and direction to support incident management activities.

**Multiagency Coordination Systems:** Multiagency coordination systems provide the architecture to support coordination for incident prioritization, critical resource allocation, communications systems integration, and information coordination. The components of multiagency coordination systems include facilities, equipment, emergency operation centers (EOC's), specific multiagency coordination entities, personnel, procedures, and communications. These systems assist agencies and organizations to fully integrate the subsystems of the NIMS.

**Multijurisdictional Incident:** An incident requiring action from multiple agencies that each have jurisdiction to manage certain aspects of an incident. In ICS, these incidents will be managed under Unified Command.

**Mutual-Aid Agreement:** Written agreement between agencies and/or jurisdictions that they will assist one another on request, by furnishing personnel, equipment, and/or expertise in a specified manner.

**National:** Of a nationwide character, including the Federal, State, local, and tribal aspects of governance and polity.

**National Disaster Medical System:** A cooperative, asset-sharing partnership between the Department of Health and Human Services, the Department of Veterans Affairs, the Department of Homeland Security, and the Department of Defense. NDMS provides resources for meeting the continuity of care and mental health services requirements of the Emergency Support Function 8 in the Federal Response Plan.

**National Incident Management System:** A system mandated by HSPD-5 that provides a consistent nationwide approach for Federal, State, local, and tribal governments; the private-sector, and nongovernmental organizations to work effectively and efficiently together to prepare for, respond to, and recover from domestic incidents, regardless of cause, size, or complexity. To provide for interoperability and compatibility among Federal, State, local, and tribal capabilities, the NIMS includes a core set of concepts, principles, and terminology. HSPD-5 identifies these as the ICS; multiagency coordination systems; training; identification and management of resources (including systems for classifying types of resources); qualification and certification; and the collection, tracking, and reporting of incident information and incident resources.

**National Response Plan:** A plan mandated by HSPD-5 that integrates Federal domestic prevention, preparedness, response, and recovery plans into one all-discipline, all-hazards plan.

**Nongovernmental Organization:** An entity with an association that is based on interests of its members, individuals, or institutions and that is not created by a government, but may work cooperatively with government. Such organizations serve a public purpose, not a private benefit. Examples of NGOs include faith-based charity organizations and the American Red Cross.

**Operational Period:** The time scheduled for executing a given set of operation actions, as specified in the Incident Action Plan. Operational periods can be of various lengths, although usually not over 24 hours.

**Operations Section:** The section responsible for all tactical incident operations. In ICS, it normally includes subordinate branches, divisions, and/or groups.

**Personnel Accountability:** The ability to account for the location and welfare of incident personnel. It is accomplished when supervisors ensure that ICS principles and processes are functional and that personnel are working within established incident management guidelines.

**Planning Meeting:** A meeting held as needed prior to and throughout the duration of an incident to select specific strategies and tactics for incident control operations and for service and support planning. For larger incidents, the planning meeting is a major element in the development of the Incident Action Plan (IAP).

**Planning Section:** Responsible for the collection, evaluation, and dissemination of operational information related to the incident, and for the preparation and documentation of the IAP. This section also maintains information on the current and forecasted situation and on the status of resources assigned to the incident.

**Preparedness:** The range of deliberate, critical tasks and activities necessary to build, sustain, and improve the operational capability to prevent, protect against, respond to, and recover from domestic incidents. Preparedness is a continuous process. Preparedness involves efforts at all levels of government and between government and private sector and nongovernmental organizations to identify threats, determine vulnerabilities, and identify required resources. Within the NIMS, preparedness is operationally focused on establishing guidelines, protocols, and standards for planning, training and exercises, personnel qualification and certification, equipment certification, and publication management.

**Preparedness Organizations:** The groups that provide interagency coordination for domestic incident management activities in a non-emergency context. Preparedness organizations can include all agencies with a role in incident management, for prevention, preparedness, response, or recovery activities. They represent a wide variety of committees, planning groups, and other organizations that meet and coordinate to ensure the proper level of planning, training, equipping, and other preparedness requirements within a jurisdiction or area.

**Prevention:** Actions to avoid an incident or to intervene to stop an incident from occurring. Prevention involves actions to protect lives and property. It involves applying intelligence and other information to a range of activities that may include such countermeasures as deterrence operations; heightened inspections; improved surveillance and security operations; investigations to determine the full nature and source of the threat; public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and, as appropriate, specific law enforcement operations aimed at deterring, preempting, interdicting, or disrupting illegal activity and apprehending potential perpetrators and bringing them to justice.

**Private Sector:** Organizations and entities that are not part of any governmental structure. It includes for-profit and not-for-profit organizations, formal and informal structures, commerce and industry, and private voluntary organizations (PVO).  
**Processes:** Systems of operations that incorporate standardized procedures, methodologies, and functions necessary to provide resources effectively and efficiently. These include resource typing, resource ordering and tracking, and coordination.

**Public Information Officer:** A member of the Command Staff responsible for interfacing with the public and media or with other agencies with incident-related information requirements.

**Publications Management:** The publications management subsystem includes materials development, publication control, publication supply, and distribution. The development and distribution of NIMS materials is managed through this subsystem. Consistent documentation is critical to success, because it ensures that all responders are familiar with the documentation used in a particular incident regardless of the location or the responding agencies involved.

**Qualification and Certification:** This subsystem provides recommended qualification and certification standards for emergency responder and incident management personnel. It also allows the development of minimum standards for resources expected to have an interstate application. Standards typically include training, currency, experience, and physical and medical fitness.

**Reception Area:** This refers to a location separate from staging areas, where resources report in for processing and out-processing. Reception Areas provide accountability, security, situational awareness briefings, safety awareness, distribution of IAPs, supplies and equipment, feeding, and bed down.

**Recovery:** The development, coordination, and execution of service- and site-restoration plans; the reconstitution of government operations and services; individual, private-sector, nongovernmental, and public-assistance programs to provide housing and to promote restoration; long-term care and treatment of affected persons; additional measures for social, political, environmental, and economic restoration; evaluation of the incident to identify lessons learned; post incident reporting; and development of initiatives to mitigate the effects of future incidents.

**Recovery Plan:** A plan developed by a State, local, or tribal jurisdiction with assistance from responding Federal agencies to restore the affected area.

**Resources:** Personnel and major items of equipment, supplies, and facilities available or potentially available for assignment to incident operations and for which status is maintained. Resources are described by kind and type and may be used in operational support or supervisory capacities at an incident or at an EOC.

**Resource Management:** Efficient incident management requires a system for identifying available resources at all jurisdictional levels to enable timely and unimpeded access to resources needed to prepare for, respond to, or recover from an incident. Resource management under the NIMS includes mutual-aid agreements; the use of special Federal, State, local, and tribal teams; and resource mobilization protocols.

**Resources Unit:** Functional unit within the Planning Section responsible for recording the status of resources committed to the incident. This unit also evaluates resources currently committed to the incident, the effects additional responding resources will have on the incident, and anticipated resource needs.

**Response:** Activities that address the short-term, direct effects of an incident. Response includes immediate actions to save lives, protect property, and meet basic human needs. Response also includes the execution of emergency operations plans and of mitigation activities designed to limit the loss of life, personal injury, property damage, and other unfavorable outcomes. As indicated by the situation, response activities include applying intelligence and other information to lessen the effects or consequences of an incident; increased security operations; continuing investigations into nature and source of the threat; ongoing public health and agricultural surveillance and testing processes; immunizations, isolation, or quarantine; and specific law enforcement operations aimed at preempting, interdicting, or disrupting illegal activity, and apprehending actual perpetrators and bringing them to justice.

**Safety Officer:** A member of the Command Staff responsible for monitoring and assessing safety hazards or unsafe situations and for developing measures for ensuring personnel safety.

**Section:** The organizational level having responsibility for a major functional area of incident management, e.g., Operations, Planning, Logistics, Finance/Administration, and Intelligence (if established). The section is organizationally situated between the branch and the Incident Command.

**Span of Control:** The number of individuals a supervisor is responsible for, usually expressed as the ratio of supervisors to individuals. (Under the NIMS, an appropriate span of control is between 1:3 and 1:7.)

**Staging Area:** Location established where resources can be placed while awaiting a tactical assignment. The Operations Section manages Staging Areas.

**State:** When capitalized, refers to any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States. See Section 2 (14), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

**Strategic:** Strategic elements of incident management are characterized by continuous long-term, high-level planning by organizations headed by elected or other senior officials. These elements involve the adoption of long-range goals and objectives, the setting of priorities; the establishment of budgets and other fiscal decisions, policy development, and the application of measures of performance or effectiveness.

**Strategy:** The general direction selected to accomplish incident objectives set by the IC.

**Strike Team:** A set number of resources of the same kind and type that have an established minimum number of personnel.

**Supporting Technologies:** Any technology that may be used to support the NIMS is included in this subsystem. These technologies include orthophoto mapping, remote automatic weather stations, infrared technology, and communications, among various others.

**Task Force:** Any combination of resources assembled to support a specific mission or operational need. All resource elements within a Task Force must have common communications and a designated leader.

**Technical Assistance:** Support provided to State, local, and tribal jurisdictions when they have the resources but lack the complete knowledge and skills needed to perform a required activity (such as mobile-home park design and hazardous material assessments).

**Terrorism:** Under the Homeland Security Act of 2002, terrorism is defined as activity that involves an act dangerous to human life or potentially destructive of critical infrastructure or key resources and is a violation of the criminal laws of the United States or of any State or other subdivision of the United States in which it occurs and is intended to intimidate or coerce the civilian population or influence a government or affect the conduct of a government by mass destruction, assassination, or kidnapping. See Section 2 (15), Homeland Security Act of 2002, Pub. L. 107-296, 116 Stat. 2135 (2002).

**Threat:** An indication of possible violence, harm, or danger.

**Tools:** Those instruments and capabilities that allow for the professional performance of tasks, such as information systems, agreements, doctrine, capabilities, and legislative authorities.

**Tribal:** Any Indian tribe, band, nation, or other organized group or community, including any Alaskan Native Village as defined in or established pursuant to the Alaskan Native

Claims Settlement Act (85 stat. 688) [43 U.S.C.A. and 1601 et seq.], that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

**Type:** A classification of resources in the ICS that refers to capability. Type 1 is generally considered to be more capable than Types 2, 3, or 4, respectively, because of size; power; capacity; or, in the case of incident management teams, experience and qualifications.

**Unified Area Command:** A Unified Area Command is established when incidents under an Area Command are multijurisdictional. (See Area Command)

**Unified Command:** An application of ICS used when there is more than one agency with incident jurisdiction or when incidents cross political jurisdictions. Agencies work together through the designated members of the UC, often the senior person from agencies and/or disciplines participating in the UC, to establish a common set of objectives and strategies and a single IAP.

**Unit:** The organizational element having functional responsibility for a specific incident planning, logistics, or finance/administration activity.

**Unity of Command:** The concept by which each person within an organization reports to one and only one designated person. The purpose of unity of command is to ensure unity of effort under one responsible commander for every objective.

**Volunteer:** For purposes of the NIMS, a volunteer is any individual accepted to perform services by the lead agency, which has authority to accept volunteer services, when the individual performs services without promise, expectation, or receipt of compensation for services performed. See e.g., 16 U.S.C. 742f(c) and 29 CFR 553.101.

## ACRONYMS

|                 |                                              |
|-----------------|----------------------------------------------|
| <b>ALS</b>      | Advanced Life Support                        |
| <b>DOC</b>      | Department Operations Center                 |
| <b>EMAC</b>     | Emergency Management Assistance Compact      |
| <b>EOC</b>      | Emergency Operations Center                  |
| <b>EOP</b>      | Emergency Operations Plan                    |
| <b>FOG</b>      | Field Operations Guide                       |
| <b>FUL</b>      | Food Unit Leader                             |
| <b>GIS</b>      | Geographic Information System                |
| <b>HAZMAT</b>   | Hazardous Material                           |
| <b>HSPD-5</b>   | Homeland Security Presidential Directive - 5 |
| <b>IAP</b>      | Incident Action Plan                         |
| <b>IC</b>       | Incident Commander                           |
| <b>ICP</b>      | Incident Command Post                        |
| <b>ICS</b>      | Incident Command System                      |
| <b>IC/UC</b>    | Incident Command or Unified Command          |
| <b>IMT</b>      | Incident Management Team                     |
| <b>JIS</b>      | Joint Information System                     |
| <b>JIC</b>      | Joint Information Center                     |
| <b>LNO</b>      | Liaison Officer                              |
| <b>NDMS</b>     | National Disaster Medical System             |
| <b>NGO</b>      | Nongovernmental Organization                 |
| <b>NIMS</b>     | National Incident Management System          |
| <b>NRP</b>      | National Response Plan                       |
| <b>POLREP</b>   | Pollution Report                             |
| <b>PIO</b>      | Public Information Officer                   |
| <b>PVO</b>      | Private Voluntary Organizations              |
| <b>R&amp;D</b>  | Research & Development                       |
| <b>RESTAT</b>   | Resources Status                             |
| <b>ROSS</b>     | Resource Ordering and Status System          |
| <b>SDO</b>      | Standards Development Organizations          |
| <b>SITREP</b>   | Situation Report                             |
| <b>SO</b>       | Safety Officer                               |
| <b>SOP</b>      | Standard Operating Procedure                 |
| <b>UC</b>       | Unified Command                              |
| <b>US&amp;R</b> | Urban Search and Rescue                      |

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## Emergency Support Function 1

### Transportation

**ICS Function 1:** Operations Section is to open and maintain traffic routes.

**Primary:** Public Works

**Support:** Syracuse Police                      Syracuse Parks  
Utah Highway Patrol                      Davis County Sheriff  
Utah Department of Transportation

**ICS Function 2:** Logistics Section is to track and provide vehicle resources

**Primary:** Logistics Section of the EOC – Transportation Unit

**Support:** Utah Transit Authority                      Davis School District

#### Purpose

To identify those actions that City departments and supporting agencies must undertake to provide transportation for people and equipment in response to a disaster emergency. This document supports the Syracuse Emergency Operations Plan and addresses streets maintenance and transportation resources for relief services and supplies in support of emergency operations.

#### Situation & Assumptions

A disaster may severely damage the City's transportation infrastructure. Disasters result in an influx of personnel and equipment responding to the site. They often also result in people either trying to get to the disaster site to see or volunteer, or people trying to leave the site. Fallen trees or other debris may block critical transportation routes.

It may be necessary to evacuate the population of a given area for their protection from a hazard (See Annex A). Generally this evacuation will be a small-scale movement of people living within a few blocks of the affected area. However, in the event of a major disaster, it may be necessary to evacuate thousands of people or the entire City.

The primary objective is to provide safe and adequate routes of transportation to effectively facilitate the safe movement of people from the disaster area prior to or immediately after the incident, and for personnel and equipment responding to the disaster. Full coordination of all departments and support agencies is essential to ensure success.

1. All public vehicles from City entities not otherwise engaged in the disaster response, will be available as resources for allocation by the Logistics Section of the EOC.

## Syracuse City Emergency Operations Plan

2. Transportation infrastructure may sustain significant damage in a disaster. The damage will influence the means and accessibility to parts of the City for response and relief services and supplies.
3. Disaster response, which requires transportation capacity, may be difficult to effectively coordinate during the immediate post-disaster response period.
4. The requirement for immediate lifesaving transportation following a disaster may exceed the capability of readily obtainable assets in Syracuse City.
5. Gradual clearing of access routes will allow a sustained flow of emergency relief.

### **Concept of Operations**

It is important to establish transportation routes during a disaster to maximize response of personnel and equipment. It may also be necessary to open routes that may be closed or cluttered. A high emphasis must be maintained in this effort for a successful response. In order to assure that responders can reach disaster areas, law enforcement and public works officials shall:

1. Designate response routes as needed.
2. Clear roadways of debris.
3. Establish roadways around barriers.
4. Limit civilian traffic as needed.
5. Coordinate with UDOT as needed.
6. Coordinate with UTA for bus use and routing. (Consider assistance from Logistics Section of EOC)
7. Coordinate with Davis School District for use of busses and trucks. (Consider assistance from Logistics Section of EOC.)

The IC will determine if on-hand transportation resources are adequate. Davis School District buses or UTA buses may be used to provide additional transportation for evacuation of the public, movement of emergency workers to and from staging areas, and movement of special populations. If more transportation resources are required, the incident command (IC) may request additional resources directly from the Davis School District and UTA, or request assistance through the Logistics Section of the EOC.

Bus communications systems may be used to gather damage assessment and situation information. Bus dispatchers or transit centers receiving this information should forward it to the communications unit of the EOC by an alternate means communication (telephone or other radio systems).

Emergency transportation provided during the evacuation and return period should include special provisions for handicapped and injured persons.

In accordance with City, County and State authorization, provisions may be made to use the full width of the roadway to travel in a single direction to double capacity.

## **Functional Responsibilities**

### Public Works Department

1. The Public Works Director or designee will oversee the opening and maintenance of transportation routes during a disaster.
2. Determine the usable and unusable portions of the City streets, condition of bridges and overpasses.
3. Communicate with the EOC when activated.
4. Provide barricades to prevent public access to roads that have been determined to be unsafe.
5. Recommend possible evacuation routes and assist law enforcement in establishing and controlling evacuation routes.
6. Coordinate the emergency transport of material and equipment.
7. Provide for the removal of wreckage, debris, and the temporary repair of lightly damaged roadways and bridges.
8. Recommend priority for the repair or restoration of local highways, roads, and streets.
9. Support the use of City vehicles and road maintenance equipment during an emergency or disaster.
10. Utilize City resources to open and maintain transportation routes.
11. Arrange for Syracuse City vehicle and equipment maintenance and support during disaster operations.
12. Collect and report “windshield” damage assessment and situation report to the EOC. (Public works field personnel will report to their supervisor the conditions of roadways, bridges, traffic controls, etc. they encounter in the City. This information will then be provided to the Planning Section of the EOC when activated.)
13. Record all costs for transportation related to emergency or disaster operations.

### Logistics Section of EOC – Transportation Unit

1. Develop and maintain available transportation resource lists including vehicles, equipment, fuel and maintenance.
2. Locate and provide transportation resources as needed.
3. When the EOC is fully operational, track and coordinate transportation resources.

### Syracuse Police, Davis County Sheriff, Utah Highway Patrol

1. Enforce emergency traffic regulations and closures.
2. Coordinate information regarding damaged or impassable roads with the EOC.
3. Assist with planning and controlling emergency evacuation routes.
4. Assign personnel to traffic control points to maintain a smooth flow of traffic.

### Parks Department

1. Provide assistance to Public Works to open and maintain transportation routes.

## Syracuse City Emergency Operations Plan

### Utah Department of Transportation

1. Authorize access and maintain State roads during an emergency.
2. Provide assistance to Public Works to open and maintain City roads.

### Utah Transit Authority

1. Provide emergency transportation services.
2. Support public safety and public works operations.
3. Transport ambulatory and non-ambulatory victims to hospitals or other care shelters.
4. Be prepared to provide buses as “mobile shelters” at emergency scenes for victims and responders.
5. Record all costs for transportation related to the emergency or disaster.
6. Collect and report damage assessment and situation information. Report to the EOC.

### Davis County School District

1. First priority will be to provide safe transportation to students within their jurisdiction in response to an emergency or disaster.
2. Provide emergency transportation services.
3. Support public safety and public works operations.
4. Transport ambulatory and non-ambulatory victims to hospitals or other care shelters.
5. Be prepared to provide buses as “mobile shelters” at emergency scenes for victims and responders.
6. Record all costs for transportation related to the emergency or disaster.
7. Collect and report damage assessment and situation information to the EOC.

### Life Flight, Air Med, UHP Helicopter and other Aerial Assets

1. Identify and fly routes to gather damage assessment, traffic and situational information.
2. Provide medical evacuation or individual evacuation within equipment capabilities.

## ESF 1 Appendix 1

### Traffic Control for Mass Evacuation

#### Traffic Operations

1. The Davis County EOC will notify the receiving County EOC when the evacuating traffic begins to move toward their county.
2. Traffic control stations will be established and manned by law enforcement personnel. County Public Works and the Department of Transportation District 1 and 2 will erect the appropriate directional signs, barricades and roadblocks to channel the evacuees to their destinations and to prevent unplanned vehicles from impeding evacuee traffic flow.
3. Assistance to stalled vehicles or other emergencies will be coordinated through the appropriate dispatch centers.

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## **Emergency Support Function 2 Communications**

|                      |                                                                              |
|----------------------|------------------------------------------------------------------------------|
| <b>ICS Function:</b> | Operations                                                                   |
| <b>Primary:</b>      | Information Technology (IT)                                                  |
| <b>Support:</b>      | Syracuse Police, Davis Dispatch, Amateur Radio<br>Emergency Services (ARES). |

### **Purpose**

To provide guidance for organizing, establishing, and maintaining the telecommunications and information system capabilities necessary to meet the operations requirements of the City in responding to, and recovering from, emergencies and disasters. The systems include wireless and non-wireless voice and data transport networks.

### **Situations & Assumptions**

1. Syracuse City is at all times subject to a variety of potential emergencies and/or disasters, requiring advanced warning, public safety and community response, and the ability to communicate and share information.
2. The sudden and unanticipated nature of an incident, such as an earthquake, or act of terrorism, will require an immediate response to save lives, protect property, and preserve the environment.
3. During a widespread emergency or disaster emergency, responders and City executives will require timely information on which to base their decisions and focus response and recovery activities. Concurrently, widespread damage to commercial telecommunications facilities is likely. At a time during which the ability to communicate becomes most critical, the capability may be significantly reduced or even nonexistent.
4. Initial reports of damage may be fragmented and provide an incomplete picture of damage to communications facilities.
5. Weather and/or other environmental factors may restrict mobile or transportable communications equipment into the affected area.
6. Conditions following the event will necessitate the careful consideration of sites for establishing staging areas, shelters, assistance centers, alternate operations centers and ad-hoc communications infrastructure.
7. The EOC will likely be activated.

## **Concept of Operations**

Existing City owned telecommunications, information systems, and networks are currently deployed and operational in support of emergency management citywide.

Assigned personnel within their departments perform everyday PIO assignments. In the event of a disaster or extraordinary event resulting in a need for coordinated information dissemination, the EOC should be activated to the level necessary. The PIO in the EOC Policy Group shall appoint a PIO as the lead person for coordinating all responsibilities in the JIC, including coordinating and assigning responsibilities to other PIO's and establishing a location for the JIC.

### Telephone

1. Normal communications will be by telephone throughout the crisis period. All mass care facilities, feeding facilities and other disaster recovery offices will establish telephone answering and communication procedures.
2. The volume of telephone traffic will be heavy at certain local points, such as the EOC, and it may overload the normal system. Augmented manning additional lines and telephone equipment may be required.

### Radio

1. Radio communication is the primary source of communication by emergency responders.
2. Radio augmentation will be required at all disaster relief centers and will be vital to coordinate all activities.

### Operations

1. The Information Technology (IT) Department will coordinate the integration of all available communications into a workable network that will support the control of the disaster recovery effort.
2. EOC phone numbers are found in Appendix 1 of this ESF and also within the Emergency Operations Plan.
3. Volunteer ARES radio personnel will be located in the Emergency Communications Center (ECC) located at the Fire Station.
4. Communications coordination with the Davis County EOC may be done by commercial telephone or radio.
5. Commercial telephone exists between the Syracuse EOC, the National Weather Service (NWS), the City Police, radio and TV stations serving the Syracuse City area.
6. In the event that telephone communications are lost with the Syracuse EOC or communications assistance is otherwise needed, Satellite Phone, 800 MHz radios and amateur radio may provide coverage as needed.

## Syracuse City Emergency Operations Plan

### Warnings

1. Warnings will be given to the public via appropriate means. This may include using an alert and notification system, social media, Text Message (SMS), AM/FM radio, television, public address systems, and mobile sirens via police or fire vehicles.
2. The Syracuse CERT may assist by coordinating with Block Captains at the neighborhood level for disseminating warnings.
3. At the present time, there are two (2) established systems to give broad scale warnings to the citizens. They are:
  - a. The EAS (Emergency Alert System)
  - b. Davis Dispatch Emergency Notification System (Reverse 911)
4. Fixed siren at the Fire Department.

### Distribution of Warnings

1. Public Information Officer (PIO) - Upon need to provide warnings or information to any part of the population, the PIO will be tasked with designing appropriate messages. In situations when time is of the essence and no PIO is immediately available, any law enforcement or fire official may present an appropriate message.
2. Emergency Alert System (EAS) - KSL is the Local Primary broadcast station for the Wasatch Front. Alerts and warnings can be made direct to them via telephone, Davis Sheriff's Dispatch, Davis County EOC or through the State EOC. The specific procedure for activating the EAS with a message is in Appendix 3.
3. Local Law Enforcement/Fire - Warnings may be appropriately channeled to the Syracuse Police Department, Davis County Sheriff's Office, and/or other law enforcement and fire agencies in surrounding communities. In these cases, notification would be made via telephone, 800 MHz radio or amateur radio.
4. Emergency Operations Center (EOC) - In the case of a mass disaster, radio and television systems may not be functional. Warnings from the county or the state would be sent to individual city EOC's via 800 MHz, amateur radio, or dissemination to the public.

### Emergency Public Information

1. The primary responsibility for the release of public information and for issuing instructions to the public rests with the Emergency Operations Director (City Manager). He may delegate to the Public Information Officers the tasks of coordinating releases of information, providing prepared news releases to the media and distributing instructions to the public relative to the crisis situation.
2. Any individual who desires to release any official public information will submit the release to the Emergency Operations Director or to the Public Information Officer for approval.
3. Any information released by other persons will not be considered official. The news media will be so informed.
4. Any person, department, or agency releasing information to the public without clearance must bear the responsibility for any legal repercussions resulting from the release.

## **Functional Responsibilities**

### Emergency Services Director (City Manager)

1. Ensure that appropriate public information (prepared news releases to the media) and instructions to the public relative to the crisis situation are being issued. This may be delegated to the PIO.
2. Approve all official releases of public information. Inform the news media that any releases by other persons will not be considered official.

### Information Technology (IT) Department

1. The Information Technology (IT) Department coordinates the integration of all available communications into a workable network that will support the control of the disaster recovery effort.
2. The Information Technology Department will provide all telecommunications equipment necessary to operate the Emergency Operations Center (EOC).
3. The Information Technology Department will be onsite (LAN Administrator) to assist and answer all questions regarding Emergency Operations Center Telecommunications.

### Amateur Radio Emergency Services

1. Amateur radio resources should be utilized as needed to augment communication at the EOC.
2. In the event the Federal Communication Commission (FCC) prohibits all amateur radio volunteers from using the radio, the Davis County Amateur Radio Emergency Services (DCARES) would be called to assist.
3. A current list of ARES members assigned to the Syracuse ECC is found in Appendix 2 of this ESF.

### 211 – United Way

1. 211 operators may be able to assist in the event of an emergency by providing and collecting information.

ESF 2 Appendix 1

EOC Phone Numbers (When Operating)

**Policy Group**

|                                              |              |
|----------------------------------------------|--------------|
| Emergency Operations Director (City Manager) | 302-388-2873 |
| Police Chief                                 | 801-940-7399 |
| Fire Chief                                   | 801-791-2600 |
| Public Works Director                        | 801-390-2435 |
| City Attorney                                | 801-830-5600 |
| Finance Director                             | 801-808-0704 |
| Information Technology Director              | 801-628-5265 |
| Community Development Director               | 801-706-6095 |
| Parks & Recreation Director                  | 801-643-5781 |
| Public Information Officer                   | 801-781-0470 |

**EOC Manager**

|              |              |
|--------------|--------------|
| City Manager | 302-388-2873 |
|--------------|--------------|

**Operations Group**

|              |              |
|--------------|--------------|
| Fire         | 801-614-9614 |
| Police       | 801-825-4400 |
| Public Works | 801-825-7235 |
| Dispatch     | 801-451-4151 |

ESF 2 Appendix 2  
Dispatch Centers and Amateur Radio

**Dispatch Centers**

**Davis County Sheriff's Office**

801 451-4150

801 451-4151

801 451-4141

**Layton City Dispatch**

801-497-8300

**Clearfield City Dispatch**

801 525-2806

**Amateur Radio Emergency Services**

Tim Seeley – Emergency Coordinator for DC ARES

801-544-7928

## ESF 2 Appendix 3 Emergency Alert System (EAS) Activation Procedure

### UTAH STATE EAS OPERATIONAL PLAN

#### **STATE EMERGENCY COMMUNICATIONS COMMITTEE (SECC):**

Consists of the following EAS SECC Members:

1. Chairman
2. Vice-Chairman
3. Broadcast Chairman
4. Cable Chairman
5. Executive Secretary

#### **Activation Request and Process:**

Upon receipt of a State level activation request, all broadcast stations and cable systems may, at the discretion of management, conduct operations in accordance with the provisions of the State level EAS Plan and by observing rules 1-3 listed below.

Day to day emergencies posing a threat to the safety of life and property which would cause activation of the State level EAS include, but are not limited to, **earthquakes, floods, heavy snow, high winds, icing conditions, widespread fires, discharge of toxic gases, hazardous materials, tornadoes, widespread power failures, industrial explosions, and civil disorders.** In some instances the State level EAS activation will be released from the State Emergency Command Center (ECC) to the State PRIMARY (SP) Station (KSL-AM/TV ). Common Carrier or Remote Pickup Units (RPU) can be used to provide communications from the ECC to the primary relay control point at KSL. As the State ECC is equipped with EAS equipment, the release could come via digital radio links. Until such time designated officials will use the following format when contacting the key State Primary station(s):

**"This is \_\_\_\_\_ of \_\_\_\_\_. I request that the Emergency Alert System be activated for the State of Utah because of (description of emergency situation)."**

When the above authorized persons request activation of the Utah State EAS System, they will provide the following information.

## Syracuse City Emergency Operations Plan

1. Who the requesting official is.
2. Requesting Official Authentication
  - a. Call back method, where previously provided call back phone numbers have been provided to the control points.
  - b. Authentication number method, where a previously provided authentication code or number (ie: Social Security No.) has been provided to the control points.
3. Broadcast details (i.e., live, recorded; immediate or delayed). Program material should be provided covering the following points:
  - a. What Operational Areas are involved, or the entire state.
  - b. Situation summary (describe the nature of the emergency).
  - c. Actions being taken by local governments.
  - d. Instructions or messages to the public.

Another source of statewide activation may come from the National Weather Service. A severe weather situation may be announced and EAS requested via NOAA Weather Radio or the NOAA weather wire or relayed by the AP news wire. EAS Alert codes will be sent over NOAA Weather Radio. If released by these sources, no verification is required.

**Operational (Local) Area EAS:**

Activation of the Local EAS will be by local elected officials, their designees, or by the National Weather Service. Normally, the request would be made to the Local Primary (LP) source serving the affected area(s).

Upon receipt of an Operational (Local) Area EAS request for activation, all broadcast stations and cable systems which are voluntarily participating may, at the discretion of management, conduct operations in accordance with the provisions of the State EAS Plan (SEE ABOVE). EAS may be activated for day-to-day emergencies posing a threat to life or property. A common situation would be a localized area alert from the National Weather Service.

State Relay (SR) and Local Primary (LP) stations should provide a list of key personnel to be contacted in the event of an emergency to:

1. The Operational Area Chairman.
2. Local officials with authority to activate the Emergency Alert System.
3. State officials with authority to activate the Emergency Alert System.
4. The State EAS Chairman.

**LIST OF THOSE WITH THE AUTHORITY TO ACTIVATE  
THE UTAH STATE EAS SYSTEM**

\*\*\*\*\*

|                                                                                                 |                               |
|-------------------------------------------------------------------------------------------------|-------------------------------|
| <b>MICHAEL O. LEAVITT,</b><br>GOVERNOR<br>*Alan Workman - Protective Services                   | OFFICE (801) 538-1000         |
|                                                                                                 | EMERGENCY (801) 560-6108-Cell |
| <b>OLENE S. WALKER</b><br>LIEUTENANT GOVERNOR                                                   | OFFICE (801) 538-1520         |
|                                                                                                 | EMERGENCY (801) 560-1011-Cell |
| <b>ROBERT FLOWERS,</b><br>COMMISSIONER<br>DEPARTMENT OF PUBLIC SAFETY                           | OFFICE (801) 965-4463         |
|                                                                                                 | EMERGENCY (801) 243-5163-Cell |
| <b>SCOTT A. BEHUNIN,</b> DIRECTOR<br>DIVISION OF EMERGENCY<br>SERVICES AND HOMELAND<br>SECURITY | OFFICE (801) 538-3400         |
|                                                                                                 | EMERGENCY (801) 209-4990-Cell |
| <b>STAFF RESPONSE OFFICER</b><br>DIVISION OF EMERGENCY<br>SERVICES AND HOMELAND<br>SECURITY     | OFFICE (801) 538-3400         |
|                                                                                                 | EMERGENCY (801) 887-3800      |
| <b>LAWRENCE B. DUNN</b><br>METEOROLOGIST IN CHARGE<br>NATIONAL WEATHER SERVICE                  | OFFICE (801) 524-5154         |
|                                                                                                 | EMERGENCY (801) 524-5106      |
| <b>JOHN DEHNEL,</b> CHAIRMAN<br>STATE EMERGENCY<br>COMMUNICATION COMMITTEE                      | OFFICE (801) 575-7600         |
|                                                                                                 | EMERGENCY (801) 558-8355-Cell |
| <b>DOUG BARTON,</b> VICE-CHAIRMAN<br>EAS COMMITTEE                                              | OFFICE (435) 835-7401         |
|                                                                                                 | EMERGENCY (435) 340-1075      |
| (VACANT)<br>STATE EAS EXECUTIVE<br>SECRETARY                                                    | OFFICE                        |
|                                                                                                 | EMERGENCY                     |

## ESF 2 Appendix 4

### Mass Evacuation Communications Procedures

#### **Population Evacuation**

1. When mass evacuation is contemplated, the Emergency Manager will:
  - a. Consult with Police Chief to coordinate logistics of evacuation.
  - b. Activate the Syracuse City EOC. Page all City Supervisory staff to respond to the EOC for a briefing.
  - c. Notify all dispatch centers listed in Appendix 2 of this ESF to alert their forces and be prepared for duty at traffic control locations as required.
  - d. Pre-assign radio channels for officers/dispatchers/fire fighters.
2. When Population Evacuation officially begins, the Police Chief will:
  - a. Notify all departments and radio units.
  - b. Support the Emergency Management Director (City Manager) and other agencies as required by providing radio communications between all traffic control points and the City EOC, as well as any other locations where radio communications are needed.
  - c. Provide the communications necessary to control the movement of the populace along the designated routes to their proper reception center locations. This would be coordinated with Police Department of affected cities and the Utah Highway Patrol.
3. As soon as possible, when it is determined that population evacuation is likely; the PIO should distribute appropriate instructions to the public as an Emergency Public Information Package (EPI). This may be done by:
  - a. Distributing camera-ready instructions signed by the appropriate authorities at all the appropriate media outlets.
  - b. Instructing the media when to publish them.
  - c. Television and radio broadcasts may continually present repeated portions of these instructions that may be helpful to the public as the crisis develops and the evacuation progresses.

## Emergency Support Function 3 Public Works

**ICS Function:** Operations

**Primary:** Public Works Department

**Support:** Parks Division PW from surrounding cities  
County Public Works Utah Dept of Transportation  
CED (Building Inspector)

### Purpose

Public Works provides support for lifesaving and protecting actions following a disaster, which includes mechanical and technical assistance and evaluation, engineering services, construction management and inspection, some emergency contracting, debris clearance, emergency repairs to roads, bridges, water and sewer lines and other public facilities.

### Situation and Assumptions

A disaster may result in unprecedented personal injury and property damage. Structures may be destroyed or severely weakened. Homes, public buildings, bridges, and other facilities may have to be reinforced or demolished to ensure public safety. Debris may make streets and highways impassable or severely limit access for emergency vehicles. Sufficient resources may not be available to meet emergency requirements. County, State and Federal assistance may be requested to identify and deploy resources from outside the City to ensure a timely, efficient, and effective response and recovery from the event.

### Planning Assumptions

1. Access to the disaster areas will be dependent upon the reestablishment of roads and bridges. Aerial surveillance if possible will provide initial general information.
2. In many locations debris clearance and emergency road repairs will be given priority to support immediate lifesaving emergency response activities.
3. Rapid assessment of the disaster area will be required to determine critical response time and potential workloads.
4. Emergency environmental waivers and legal authority will be granted to dispose of materials from debris clearance and demolition activities.
5. Engineering and construction personnel along with construction equipment and supplies will be required to protect public health and safety.
6. High demand will be placed upon fleet vehicles and equipment requiring parts, along with maintenance and repair personnel to keep this equipment operational.

## Syracuse City Emergency Operations Plan

7. Communications with field operations will be crucial to the effective utilization of those assets.
8. Expenditures for supplies, equipment and contract services must be processed quickly and efficiently. This will require staff to expedite and account for these expenditures according to Federal Emergency Management Agency guidelines.
9. Previously inspected structures will require re-evaluation if after-shocks occur following an earthquake.

### **Concept of Operations**

The Public Works Department actively supports City response and recovery activities. Close coordination is maintained with county, state and federal officials to determine their potential tasks. Public Works provides overall damage assessment information to the City EOC. Public works will co-locate personnel at the EOC to coordinate support, as necessary.

The Engineering Division of Public Works is responsible to provide public works and engineering assistance, as resources permit, to meet City needs related to emergencies and disasters.

### **Functional Responsibilities**

#### Public Works Director

##### Prior to an Event

1. Ensure that Public Works staff receives preparedness training that helps them identify and mitigate the effects of hazards at home and in the work place to minimize damage, injury, and disruption following an event.
2. Ensure that field personnel have proper protection and equipment available in advance of an event.
3. Develop policies and procedures for emergency response and recovery personnel deployment and communications activities.
4. Maintain liaison with the County and State support agencies, the U.S. Army Corps of Engineers, and other federal representatives.
5. Train public works staff in emergency procedures.
6. Develop, maintain and distribute a database of architects, engineers, contractors, and equipment suppliers that can provide support during emergencies or disasters.
7. Develop, maintain and distribute a phone notification list and communications process for rapid contact of key division, department and support agency personnel.
8. Conduct periodic departmental training and exercises and participate in citywide exercises.

##### During an Event

1. The Public Works Director will ensure that activities meet the demands of saving lives, as well as protecting property and the environment.

## Syracuse City Emergency Operations Plan

2. The Public Works Director will establish procedures to record expenditures and will keep site-specific records of equipment and personnel hours.
3. Provide for emergency removal of debris from public streets and roads to allow for possible evacuations, reconnaissance of the damaged areas and passage of emergency personnel and equipment for lifesaving, life protecting, and health and safety purposes during response activities.
4. Provide temporary repair or replacement of emergency access routes, which includes streets, roads, bridges, and any other facilities necessary for passage of rescue personnel.
5. Provide emergency clearance of debris from the damaged areas.
6. Provide emergency restoration of critical public facilities including temporary restoration of water supplies and wastewater treatment systems.
7. Provide emergency demolition or stabilization of damaged structures and facilities designated as immediate hazards to the public health and safety.
8. Participate in needs and damage assessments including structural inspections. Provide trained professionals to conduct post earthquake safety analysis of buildings.
9. Provide emergency technical and operational assistance to the Police Department for the control of traffic.
10. Provide and maintain an inventory of City public works equipment and its deployment status.
11. Coordinate with support agencies to supply requested services and resources.
12. Contract with architects, engineers, contractors, and equipment suppliers to provide requested services and equipment.

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## **Emergency Support Function 4**

### **Fire and Rescue Operations**

**ICS Function:** Operations

**Primary:** Fire Department

**Support:** Davis County Mutual Aid Fire Departments

#### **Purpose**

To establish plans, procedures, policy and guidelines for fire protection and response. The fire protection and rescue functions in any disaster situation are generally the same as those performed by fire fighting and rescue personnel in normal operations. However, in a large-scale incident, their functions will be more complex, resources spread thin and all operations will require a high level of coordination with other agencies and disciplines. This document supports the Syracuse Emergency Operations Plan, fire fighting and urban search and rescue operations in a disaster.

#### **Situation & Assumptions**

Almost every disaster will greatly affect the fire department. This is due to the vast nature of response provided to the community by this discipline. The Syracuse Fire Department provides fire protection, emergency medical response, hazardous materials incident response and technical rescue, and urban search and rescue capabilities.

A large-scale disaster may:

1. Result in extra-ordinary demands on the fire department.
2. Overwhelm capabilities within Syracuse City.
3. Result in destruction to response equipment.
4. Require mutual aid from outside of the City.
5. Disrupt the continuity of daily operations.
6. Not change the priority of safe operations at all times.

#### **Concept of Operations**

The Syracuse Fire Department shall execute direction and control of fires within Syracuse City. Direction and control of joint urban fire fighting operations will be in accordance with the provisions of existing mutual aid agreements using the National Incident Management System.

The Syracuse Fire Department will provide the initial fire protection, hazardous materials and emergency medical response within the City.

Support may be provided by other fire departments in accordance with existing mutual aid agreements.

### **Functional Responsibilities**

1. Assessment of damage to Syracuse City Fire Department apparatus and buildings.
2. Inform the City Manager if a level 2 or 3 emergency to determine activation of the EOC
3. In most cases, fire and rescue units are the first to be dispatched to an emergency fire, hazmat or emergency medical situation. The Deputy Chief will establish incident command and coordinate movement of resources until relieved of duty.
4. In the event of a major disaster, the fire department will drive major routes within the city to make a damage assessment.
5. Structures that pose the most threat to life will be checked as soon as possible, i.e. schools in session, theaters (if open), shopping centers, apartments, etc.
6. Check locations that pose a threat to public safety as soon as possible, i.e. North Davis Sewer District.
7. Response forces are properly trained to save lives. Life Safety shall be their first priority upon responding to the emergency.
8. Property Conservation will be the next highest priority of rescue forces.
9. Fire personnel will be assigned to visit, inspect, and periodically re-inspect each public shelter, congregate housing, mass feeding area, and evacuations center coordinated through the EOC to maintain fire safety standards and to provide fire protection. Special care will be necessary to see that fire exits and passageways remain as clear as possible.
10. Responsible parties in all facilities will help familiarize occupants with the fire escape pathways and exits.
11. Assist in the dissemination of warning to the public.
12. Assist in search and rescue operations.
13. Advise decision-makers of the risks associated with hazardous materials, as well as the circumstances for using water, foams, dispersants, or fog for extinguishing, diluting, or neutralizing hazardous materials.
14. Alert all emergency support services to the dangers associated with hazardous materials and fire during emergency operations.

## **Emergency Support Function 5 Information Analysis and Planning**

|                      |                                                     |
|----------------------|-----------------------------------------------------|
| <b>ICS Function:</b> | Coordination – Planning & Information Analysis      |
| <b>Primary:</b>      | Community & Economic Development – Planning Section |
| <b>Support:</b>      | Operations Section                                  |

### **Purpose**

To collect, analyze, process, and disseminate information about a potential or actual emergency to support planning and enhance Syracuse City's overall ability to make decisions and provide needed assistance to the community.

### **Situation & Assumptions**

1. In an emergency or disaster, there is a need for a central collection point in the EOC where situation information can be compiled, analyzed, prioritized and prepared for use by decision makers.
2. The field units are the most immediate sources of vital information for the EOC staff regarding damage and initial response needs.
3. There is an immediate and continuous demand by officials involved in response and recovery efforts for information about the developing or ongoing emergency or disaster.
4. There may be a need to rapidly deploy field observers or assessment personnel to the emergency/disaster area to collect additional critical information about resource requirements for victims or to conduct an immediate situation assessment to determine initial response requirements.
5. Early in the course of the event little information will be available and the information received may be vague and inaccurate.
6. Reports from Incident Command (IC) will improve as the event progresses.

### **Concept of Operations**

City agencies and volunteer organizations located in the Emergency Operations Center (EOC) work to meet the information requirements of the EOC staff. The City, and possibly the county and state agencies represented in the EOC, will develop their own reporting procedures with their IC field representatives. Information will be shared by

## Syracuse City Emergency Operations Plan

updating information on status boards, making announcements, and routing messages to other member of the staff and/or preparing periodic situation reports.

The Planning Section Chief will normally come from the jurisdiction with primary incident responsibility and may have one or more deputies from other participating jurisdictions. The EOC's Planning Section is responsible to manage information received in the EOC. This section is responsible to collect, analyze, report, and display the current information. The Planning Section assures that action plans are developed, as needed.

The Resource Unit Leader functions under the direction of the Planning Section Chief and maintains a system for keeping track of the current location and status of all resources committed to incident operations. An individual who changes the status of a resource, such as equipment location and status, is responsible for promptly informing the Resources Unit. Resources at an incident can have one of **three status conditions**:

1. **Assigned** resources are personnel, teams, equipment or facilities that have checked in (or in the case of equipment and facilities, received for) and are supporting incident operations.
2. **Available** resources are those that have been assigned to an incident and are ready for a specific work detail or function.
3. **Out-of-Service** resources are those that have been assigned to an incident, but are unable to function for mechanical, rest, or personal reasons; or because their condition makes them unusable.

The Situation Unit gathers, processes and disseminates situation information and intelligence. This unit may require the expertise of technical specialists and operations and information security specialists.

The Documentation Unit maintains complete incident documentation and files, maintains an accurate record of steps taken to resolve the incident, provides copying services, and assists the Planning Section Chief in the preparation of the Incident Action Plans (IAP) for each operational period.

The Demobilization Unit develops and distributes an Incident Demobilization Plan that includes specific instructions for all personnel and resources that will require demobilization after the incident when this is necessary. State, federal and private resources may require specific instructions, unfamiliar to Syracuse City, for demobilization. Note that many city and county provided resources, because they are local, do not require specific demobilization instructions. This unit should begin its work early in the incident, creating rosters of personnel and resources and obtaining any missing information as check-in proceeds.

Technical specialists, such as meteorologists, environmental impact experts, flood control experts, etc. may be called in as needed and work anywhere within the organization, including the command staff.

## **Functional Responsibilities**

### Community & Economic Development Director - Planning Section Chief

1. Oversee all incident related data gathering and analysis regarding incident operations and assigned resources.
2. Develop alternatives for tactical operations.
3. Conduct planning meetings.
4. Prepares the Incident Action Plan (IAP) for each operational period.

### Resource Unit (Leader)

1. Maintain a master list of all resources (personnel, teams, facilities, supplies and major items of equipment) committed to incident operations.
2. Track the status and location of all resources available for use.
3. Make certain all assigned personnel and other resources have checked in at the incident.

### Situation Unit (Leader)

1. Collect, process, and organize ongoing situation information.
2. Prepare maps, gather and disseminate information and intelligence for use in the IAP.
3. Prepare situation summaries.
4. Develop projections and forecasts of future events related to the incident.

### Documentation Unit (Leader)

1. Maintain accurate and complete incident files, including a complete record of the major steps taken to resolve the incident.
2. Provide duplication services to incident personnel.
3. Assists the Planning Section Chief in the preparation of the Incident Action Plan (IAP).
4. File, maintain, and store incident files for legal, primarily because this unit prepares the IAP and maintains many of the files and records that are developed as part of the overall IAP and planning function.

### Demobilization Unit (Leader) (as needed)

When required, the demobilization unit's duties include:

1. Develop an Incident Demobilization Plan that includes specific instructions for all personnel and resources that will require demobilization. This unit should begin its work early in the incident, creating rosters of personnel and resources and obtaining any missing information as check-in proceeds.
2. Once the Incident Demobilization Plan has been approved, ensure that it is distributed both at the incident and elsewhere as necessary.

Technical Specialists (as needed)

1. These personnel have special skills and are activated only when needed. Specialists may serve anywhere within the organization, including the Command Staff. No minimum qualifications are prescribed, as technical specialists normally perform the same duties during an incident that they perform in their everyday jobs, and they are typically specially certified in their fields or profession.
2. Technical specialists assigned to the Planning Section may report directly to its chief, may report to any function in an existing unit, or may form a separate unit within the Planning Section, depending on the requirements of the incident and the needs of the Section Chief. Technical specialists may also be assigned to other parts of the organization (i.e., to the Operations Section to assist with tactical matters or to the Finance/Administration Section to assist with fiscal matters).
3. The incident will dictate the needs for technical specialists. Below are representative examples of the kinds of specialists that may be required:
  - a. Meteorologist
  - b. Environmental impact specialist
  - c. Flood control specialist
  - d. Explosives specialist
  - e. Structural engineering specialist
  - f. Pharmaceutical specialist
  - g. Veterinarian
  - h. Agricultural specialist
  - i. Infectious disease specialist
4. A specific example of the need to establish a distinct technical unit within the General Staff is the requirement to coordinate and manage large volumes of environmental sampling and/or analytical data from multiple sources in the context of certain complex incidents, particularly those involving biological, chemical and radiation hazards. To meet this requirement, an **Environmental Unit** could be established within the Planning Section to facilitate interagency environmental data management, monitoring, sampling, analysis, and assessment. The Environmental Unit would prepare environmental data for the Situation Unit and work in close coordination with other units and sections with the ICS structure to enable effective decision support to the IC or UC. Technical Specialists assigned to the Environmental Unit might include a Scientific Support Coordinator and Sampling, Response Technologies, Weather Forecast, Resources at Risk, Cleanup Assessment, and Disposal Technical Specialists. Example tasks accomplished by the Environmental Unit would include the following:

## Syracuse City Emergency Operations Plan

- a. Identifying sensitive areas and recommending response priorities;
- b. Developing a plan for collecting, transporting, and analyzing samples;
- c. Providing input on wildlife protection strategies;
- d. Determining the extent and effects of site contamination;
- e. Developing site cleanup and hazardous material disposal plans; and
- f. Identifying the need for and obtaining permits and other authorizations.

DRAFT

## Emergency Support Function 6 Mass Care

**ICS Function:** Logistics

**Primary:** Logistics Mass Care Shelter Unit, American Red Cross (ARC)  
ESF Coordinator is Logistics Mass Care Shelter Unit Leader

**Support:**

|                     |                                |
|---------------------|--------------------------------|
| Syracuse Police     | Syracuse Fire                  |
| Syracuse PIO        | Davis County Health Department |
| Transportation Unit | United Way of Salt Lake        |
| LDS Church          | Salvation Army                 |

### Purpose

To establish plans, procedures, policy and guidelines for the provision of temporary lodging, emergency first-aid, emergency feeding, supplying bulk distribution of emergency relief supplies and clothing of persons forced to leave their homes due to an actual or threatened disaster. It will also be necessary to establish and maintain a welfare information system designed to report on victim status and assist in reuniting families.

### Situation and Assumptions

1. Emergency or disaster conditions and hazards.
2. Facilities may be needed in or near Syracuse City to provide mass care to citizens of Syracuse City and surrounding areas.
3. Syracuse City's emergency analysis identifies numerous emergencies that could cause an evacuation of some portion of the City. Syracuse City has a resident population of approximately 26,000. The most likely scenarios requiring shelter / mass care range from a few families to as many as 5,000 persons, however we should seriously consider the need to provide shelter and care for many more during a particularly destructive event.
4. While local government has the overall responsibility to protect the population, the American Red Cross will establish, manage, and coordinate shelter/mass care operations within their capability in close coordination with the Mass Care Group Supervisor from the Operations Section of the Syracuse EOC.
5. Upon determining that sheltering and/or mass care is needed, the American Red Cross Disaster Services will be notified via dispatch. The Mass Care Group Supervisor will oversee the management and coordination of all shelter / mass care activities until the Red Cross arrives and assumes that responsibility.
6. Other professional/volunteer organizations that normally respond to emergency/disaster situations will coordinate their services through the Operations Section.

## Syracuse City Emergency Operations Plan

7. Assistance may be available from outside Syracuse City through mutual aid agreements, and from County, State and Federal level emergency agencies, when appropriate.
8. Facilities and resources planned for shelter/mass care will be made available at the time of need.
9. Experience has shown that, under localized emergency conditions, a high percentage (75 percent or more) of evacuees will seek lodging with friends or relatives, if possible, rather than go to public shelter. But the percentage of people seeking public shelter can be nearly 100% for a Hazardous Materials incident.
10. Essential public and private services in reception areas will continue during a mass care situation. Normal activities in some schools and churches may have to be curtailed or discontinued.
11. If the threat of an evacuation is due to a visible hazard or has been discussed in the media, some spontaneous evacuation may occur prior to an implementing order. Therefore, mass care operations may have to commence early in any disaster period.

### **Concept of Operations**

Overall responsibility for the care of evacuees and displaced disaster victims within Syracuse City rests with the Syracuse Emergency Services Director (City Manager). This responsibility has been delegated to the Incident Commander, who may appoint a Liaison Officer to assist with Mass care responsibilities in the field. The Liaison Officer in the field, or Mass Care Group Supervisor in the EOC (if established) is the primary point of contact for planning, coordinating, and implementing the shelter program. Services will be provided through the coordinated efforts of the Mass Care Group Supervisor, the Emergency Management Program Manager, the American Red Cross (ARC), Salvation Army, and other volunteer agencies and/ or mutual aid agreements with various support groups.

### **American Red Cross**

1. The ARC provides temporary shelter facilities and feeding stations during an emergency or disaster. If the ARC cannot provide all of the services needed, victims may be referred to community, church, or other social service shelters that may be opened.
2. All organizations, both public and private, who are responsible for institutionalized or special needs groups shall continue to be responsible to provide for specialized care needs during a disaster.
3. When Mass Care facilities are opened, it will be the responsibility of the ARC to maintain administrative control of all functions and staffing needs according to ARC policy.
4. While a coordinated City/ARC decision to activate the ARC is desirable, the ARC may independently activate their operations.

### **Public Information**

1. During an emergency, the Public Information Officer (PIO), in coordination with the ARC and Mass Care Group Supervisor will disseminate information concerning the Mass Care program, including shelter and feeding station locations.

### **Functional Responsibilities**

#### Logistics Section Chief

1. Appoint a Mass Care Shelter Unit Leader prior to a disaster.

#### Mass Care Shelter Unit Leader (Logistics Section of EOC)

1. Develop shelter/mass care program in coordination with the American Red Cross.
2. In coordination with the American Red Cross, identify volunteer agencies and develop emergency agreements (See Attachment 1).
3. Identify potential protective shelters and mass care facilities in coordination with the American Red Cross.
4. Ensure that Shelter Management staff are recruited and trained.
5. Assist the Red Cross with arrangement and coordination of mass feeding.
6. Coordinate the distribution of donated clothing.
7. Coordinate with area officials for supplementary food stocks.
8. Ensure facilities are activated and deactivated as required.
9. Coordinate with Public Information Officer to inform public of shelter and feeding station locations.

#### Law Enforcement

1. Law Enforcement may be dispatched to Mass Care Facilities as needed and if available.
2. Provide back-up communications using ARES personnel, if needed.

#### Fire Service

1. Inspect shelter/mass care sites for fire safety, as needed.
2. Provide shelter personnel in fire safety and fire suppression training, as needed.

#### Transportation Unit (Logistics – Support Branch)

1. Provide and coordinate public transportation to emergency feeding sites, food distribution points, clothing pick-up points, and other support functions as needed.

#### Health and Medical Group (Operations – Human Services Branch)

1. Coordinate with the American Red Cross Disaster Health Services to insure that all Mass Care Facilities meet all current health code standards.
2. In cooperation with the American Red Cross Disaster Health Services, coordinate medical coverage at Mass Care Facilities.
3. Coordinate Crisis Counseling.

## Syracuse City Emergency Operations Plan

### American Red Cross (See Federal Charter in appendix 3)

1. Provide victims with food, clothing, shelter and first aid. Assist with recovery needs not met by insurance or government benefits.
2. Staff and operate shelters and/or feeding station facilities.
3. Register evacuees.
4. Provide emergency food and other essential materials.
5. Establish Disaster Assistance Teams and Family Service Centers to provide emergency assistance, as well as the interviewing of families.
6. Process inquiries from concerned families outside the disaster area.
7. Coordinate care with other relief organizations and volunteer groups at mass care facilities.
8. Provide a liaison to the City EOC when requested.

### Salvation Army\Church Groups\Volunteer Organizations

1. Assist in mass care operations.
2. Collect and distribute food, clothing, and other supplies.
3. Repair homes.
4. Other volunteer agencies as appropriate

## ESF 6 Appendix 1

### Mass Care Providers

The following agencies provide disaster relief services in major disasters and traditionally provide extensive assistance to local government.

#### **The American Red Cross of Northern Utah**

##### **Emergency Roles**

(1) Mass Care; (2) Emergency Assistance to Families; (3) Disaster Nursing Services; (4) Disaster Mental Health Services; and (5) Disaster Welfare Inquiry (to find out the status of family members). The American Red Cross can be self activated, or activated by the City, County or State. There are pre-agreements in place with the schools.

##### **Contacts:**

- Laura Lewis, Emergency Services Manager  
2955 Harrison Blvd., Ste. 204  
Ogden, UT 84403  
Office: (801) 627-0000, ext. 7104  
Fax: (801) 627-3549  
Cell: (801) 940-4537  
E-mail: [laura.lewis5@redcross.org](mailto:laura.lewis5@redcross.org)
- Logan Sisam, Emergency Services Director  
555 E. 300 S., Suite 200  
Salt Lake City, UT 84102  
Office: (801) 323-7000  
Fax: (801) 323-7018  
E-Mail: [logan.sisam@redcross.org](mailto:logan.sisam@redcross.org)
- Heidi Ruster, Chief Executive Officer  
Utah Region  
555 E. 300 S., Suite 200  
Salt Lake City, UT 84102  
Office: (801) 323-7000  
Fax: (801) 323-7018  
E-mail: [Heidi.ruster@redcross.org](mailto:Heidi.ruster@redcross.org)

## Temporary Sheltering

If sheltering is not required overnight, the first option is usually to set up a limited space Reception Center where people can meet and share information. If sheltering is needed overnight, then they will arrange for a shelter with adequate facilities. Facilities should provide 40-60 square feet per person; 1 shower per 40 people and 1 toilet per 20 people. Usually the preferences for overnight shelters are schools (preferably high schools and junior highs), then churches, then public buildings, in that order. UTA and school busses make good temporary shelters to keep people out of the weather. (See Davis County School District)

If calling the main number after hours, a recording should give a phone number of the Disaster Action Team (DAT).

## **Salvation Army**

### **Emergency Roles**

Disaster relief in the form of food, shelter, showers and laundry.

### **Contacts:**

- Ogden Area: 2615 Grant Ave., Ogden, Utah 84401 - 801-621-3580
- Salt Lake Area: 438 S. 900 W., SLC, Utah 84104 – 801-988-4204

**Emergency Roles:** Disaster relief in the form of food, shelter, showers and laundry.

**Contacts:** **Southern Baptist Disaster Relief**  
**Mike Lovett – 801-572-5350, ext. 10**

### **Disaster Response Purpose:**

To meet and alleviate the physical and spiritual needs of people impacted in a disaster whether natural or manmade.

## ESF 6 Appendix 2

### Mass Care Facilities

The American Red Cross generally coordinates the use of mass care facilities. Facilities considered most suitable for mass care include:

1. Public schools with multi-purpose rooms, showers, and cafeteria facilities.
2. Governmental or non-profit facilities such as armories and community centers.
3. Church facilities with kitchens.
4. Clubs operated by fraternal and social organizations that have suitable eating and bathroom facilities.

Facilities that may function well as mass care include, but are not limited to:

#### Priority One –

Syracuse High School  
Clearfield High School  
Syracuse Jr High School  
Legacy Jr High School

#### Priority Two

LDS Meeting Houses and Stake Centers

#### Priority Three

Syracuse Community Center

## ESF 6 Appendix 3

### Summary of Services Provided by the Northern Chapter of American Red Cross

#### **General**

The Northern Utah Chapter of the American Red Cross, hereafter referred to as the Red Cross, provides and requires identification for all personnel employed by this disaster relief agency, to include its volunteer force, and any other personnel assigned for special duties. Additional information can be found in the Red Cross Utah State Disaster Response Plan and the Northern Utah Chapter's Disaster Action Team.

#### **Mobilization**

The Red Cross Emergency Services Director, when notified of any impending or in progress disaster, will activate the Chapter Disaster Response Plan. The Red Cross Emergency Services Director, or his/her designate, in conjunction with the Chairman of Disaster Services shall coordinate all disaster relief activities as they apply to the Red Cross.

#### Services Provided:

1. Emergency Mass Care Assistance
2. Food for disaster victims and emergency workers
3. Temporary shelter
4. Medical and nursing aid (for shelters only)
5. Clothing

#### **Standard Operating Procedure**

The Red Cross Emergency Services Director or Disaster Chairperson will be notified of any impending or in-progress disaster. During this stage, designated committees within the chapter will activate in-house emergency plans that outline specific duties that must be accomplished before or as soon as possible after any disaster occurs. For the benefit of the citizens of Davis County, these plans should include, but are not limited to the following:

1. Notifying Red Cross's designated representatives to take up assigned duties in the EOC to serve as a liaison between the city/county and the Red Cross. The government liaison is to work with the Mass Care Coordinator, if present in the EOC.
2. Notifying the Chapter Communications Coordinator to take up assigned duties at chapter headquarters and establish radio contact with appropriate agencies.
3. Checking all emergency equipment, special clothing, supplies, and special vehicles required to carry out pre-disaster response and recovery duties.

## Syracuse City Emergency Operations Plan

4. Checking fuel to include type, amount needed, and procedure for refueling, location, and time needed.
5. Coordinating with the following agencies concerning sheltering:
  - a. Syracuse City Incident Commander's liaison or Mass Care Coordinator at the EOC - for evaluation and determination of which buildings will be opened as Red Cross shelters. (For Red Cross-designated shelters, administrative responsibility and financial control are inseparable. Red Cross makes no commitment for expenditures other than for designated shelters agreed on by the Red Cross and Syracuse City). Shelters/Reception Centers will be opened when evacuation begins;
  - b. Law Enforcement may be dispatched to Mass Care Facilities as needed and if available;
  - c. Davis County Aging Services for shelter and first aid kits in designated shelter for the aged and infirm.
  - d. Davis County Housing Authority for temporary shelter where needed in the recovery stage.
6. Take all precautions necessary to safeguard chapter records.

If disaster occurs, all personnel will report to designated places and proceed with assigned duties. The Red Cross Emergency Services Director/Mass Care Coordinator will be kept informed on a recurring basis of the status of all shelters used, to include the following:

1. Shelter location
2. Number of sheltered
3. Special requirements

### **Disaster Recovery**

The Red Cross, since its inception, has served as the community agent for disaster relief. Its ability to respond to the needs of the community is based on the organized efforts of many volunteers, on community groups, and on the recognized fields of responsibility of the individual, the family, the community, and the components of the community.

The ability of each of these groups to function in a disaster represents a vital community resource that must be considered when combating the effects of disaster and bringing about an orderly recovery.

It also is during this phase that the Red Cross has a vital role in providing assistance to help alleviate human suffering as follows.

1. Immediate assistance on individual family basis may provide for the following:
  - a. Social services inquiry and information services;
  - b. Emergency assistance for food, clothing, rent (1<sup>st</sup> month and deposit when needed), bedding, medical needs, temporary home repairs, and other essentials;
  - c. Referral to government disaster programs.

2. Additional aid for recovery to families may be provided after all other sources are used.

**Authority**

Authority for the preceding is contained in Public Law 4, approved January 5, 1905 (33 Stat. 599), as amended.

DRAFT

## ESF 6 Appendix 4

### What does The Salvation Army do?

#### **Profile of Response and Recovery Programs**

For almost 100 years, The Salvation Army disaster response teams, comprised of commissioned officers, trained employees and volunteers have served at disasters which place a community at risk or which may disrupt or destroy family security and well being.

While each disaster is unique and devastating with its violent impact on the lives of the individuals and communities, there are certain basic needs to which The Salvation Army responds. Response and recovery services include, but are not limited to:

#### **Spiritual Ministry**

Counseling survivors, consoling the injured and distressed, comforting the bereaved, conducting funeral and memorial services, chaplaincy services to staff and volunteers.

#### **Counseling**

Critical incident stress management services to individuals, families, and response and relief workers.

#### **Identification/Registration**

Locating survivors and providing information and communication to inquiring family.

#### **Mobile Feeding**

Where needed, mobile feeding units serve hot meals to survivors and relief personnel.

#### **Congregate Feeding**

The Salvation Army facilities and other sites are used for preparation and service of meals to survivors and relief personnel.

#### **Financial Assistance**

Financial grants for immediate needs are made to survivors who demonstrate need. No repayment of grants is required or sought.

#### **Shelter**

Shelters may be established and maintained in Salvation Army facilities or other sites. Programs include child care, to allow adult family members to salvage personal effects, apply for long-term as focus on rebuilding efforts with the assurance that children are receiving quality care in a safe environment.

### **Donated Materials**

The generosity of Americans enables The Salvation Army to solicit and distribute water, non-perishable foods, furniture, house-keeping supplies, building materials, and other basic necessities.

### **Basic Commodities**

The Salvation Army may elect to purchase and distribute basic commodities not available at the time of need. These may include, but not limited to, food, water, health and sanitary needs, baby and child care products, medicines, bedding and other items which an immediate need exist.

### **Reconstruction**

In major disasters, The Salvation Army may assist with the rebuilding efforts or in coordination with HUD, provide transitional housing. The Salvation Army may establish depots for distribution of donated building supplies. Support programs allow adults to focus on rebuilding efforts with the assurance that children are receiving quality care in a safe environment.

### **Services to Volunteers**

The Salvation Army recruits, trains and utilizes volunteers. Registered volunteers will be provided with housing, meals, and transportation.

### **Advocacy**

Social workers, case managers, and Salvation Army officers are assigned to provide professional assistance including advocacy and referral to private and public assistance programs.

## **Emergency Support Function 7 Resource Management**

**ICS Function:** Coordination (Planning Section)

**Primary:** Planning Logistics  
Finance

**Support:** Demobilization Unit Supply Unit,  
Cost Unit Procurement Unit

### **Purpose**

ESF #7 involves the provision of logistical and resource support for emergency operations during the immediate response phase of an emergency or disaster. This support includes personnel, teams, facilities, supplies and major items of equipment available for assignment to or employment during incidents. This ESF also addresses the effort and activity necessary to evaluate, locate, obtain and provide essential material resources.

### **Situation & Assumptions**

1. An emergency or disaster will have immediate impact on City resources.
2. Shortages of vitally needed supplies must be procured and provided for an adequate response and recovery.
3. Significant emergencies or disasters may overwhelm the capabilities and exhaust City resources.
4. In responding to emergency incidents, Syracuse City will adhere to the National Incident Management System (NIMS), and National Integration Center (NIC) policies regarding the national typing protocol for personnel, teams, facilities, supplies, and major items of equipment available for assignment to or use during incidents.
5. Response activities will be mission driven and tracked via written/documented Incident Action Plans (IAP).
6. Response requirements will be met from resources outside the emergency/disaster area and resources will be available to the City in support of response operations.
7. Transport of resources will require a staging area. Appropriate location of sites and facilities may be selected prior to an emergency/disaster.

## Syracuse City Emergency Operations Plan

8. Logistical resource support will be required for the immediate relief response.
9. Some resources of the City and mutual aid may not be available to respond to the impacted area due to debris and destroyed buildings.
10. Logistical support necessary for life safety will receive a first priority.
11. Acquisition of large amounts of resources may be done in accordance with an executive order, which would exempt normal procedures for purchasing.
12. Requests for and utilization of additional resources will become necessary in a large-scale emergency or disaster.

### **Concept of Operations**

1. In the event of an emergency or disaster, the City will first make use of local resources.
2. In an emergency operation, each responding agency will be responsible for conserving and controlling its own resources.
3. Requests for additional outside equipment or other assistance will be a coordinated effort.
4. The Syracuse Emergency Management Director (City Manager) has executive responsibility and authority to place economic controls, within legal constraints, into effect as the situation demands. If necessary, voluntary controls will be the preferred method of resource management, although mandatory controls may be required as a temporary measure.
5. Resources will be acquired from public and private sources and mobilized in a manner that recognizes the criticality of missions. This strategy ensures resources are acquired in the most efficient manner possible and allocated in support of pre-established response and recovery priorities.
6. The EOC will prioritize resource mobilization based on the following response and recovery criteria:
  - a. Health and safety protection
  - b. Restoration of critical infrastructure
  - c. Protect public property & environment
  - d. Initiate long-term recovery

7. Requests for resources will be stated in terms of mission requirements and the particular resource specified.
8. In cases where there is a known or impending threat, resources may be pre-positioned in order to expedite response efforts.
9. Resources committed to an incident will remain available to that incident until the resource is released by Incident/Unified Command or recalled by their own organization.

### **Functional Responsibilities**

#### Resource Unit (Coordination – Planning)

1. Make certain all assigned personnel and other resources have checked in. Using ICS Form 211.
2. Maintain a master list of all resources committed to incident operations.
3. Develop a system to track the current location and status of all resources assigned or dispatched to the incident.
4. Collect, update and process data; track resources; and display their readiness status. This will enhance information flow and provide real-time data in a fast-paced environment.
5. Develop procedures to request resources, prioritize requests, activate and dispatch resources to incidents, and return resources to normal status.
6. Develop pre-incident agreements among parties providing or requesting resources in order to enable effective and efficient resource management during incident operations.
7. Categorize resources by size, capacity, skill and other characteristics in accordance with NIMS and the NIMS Integration Center. This makes the resource ordering and dispatch process more efficient and ensures that incident command receive resources appropriate to their needs.
8. Utilize standardized processes and methodologies to order, identify, mobilize, dispatch and track resources required to support incident management activities.
9. Upon receiving and responding affirmatively to a resource request, it is incumbent on the lending organization to mobilize and transport the requested resource. The resource mobilization and transportation effort, whether with owned or rented vehicles or through third-party services, are services that can be invoiced.

## Syracuse City Emergency Operations Plan

10. Provide specific information to the lender organization where the incoming resources should be staged.
11. Provide a point of contact at the staging area(s) and a communication link. In cases where equipment or material resources are sent without accompanying personnel, the shipment paper should be signed by a staging area manager or equivalent to establish the chain of custody of transitory resources.

### Supply Unit (Coordination – Logistics – Support Branch)

1. Develops tools and related standardized processes and procedures to support acquisition activities for:
  - a. All tactical and support resources; and
  - b. All expendable and nonexpendable supplies required for incident support.
2. Orders, receives, stores and processes all incident-related resources, personnel and supplies
3. Provides support to receive, process, store, and distribute all supply orders.

### Demobilization Unit (Coordination – Planning)

1. Develop procedures to demobilize resources and return them to their original locations and status.
2. When resources are no longer needed, the Incident Commander will authorize their demobilization.

Note: Resources and personnel that are loaned under a mutual aid agreement can be recalled by their organization

### Cost Unit (Coordination – Finance/Administration)

Reimbursement provides a mechanism to fund critical needs that arise from incident-specific activities. All organizations requesting Federal reimbursement for disaster related costs must carefully document personnel activities (names, work performed, location of work, date/time of work) and keep receipts for all expenses.

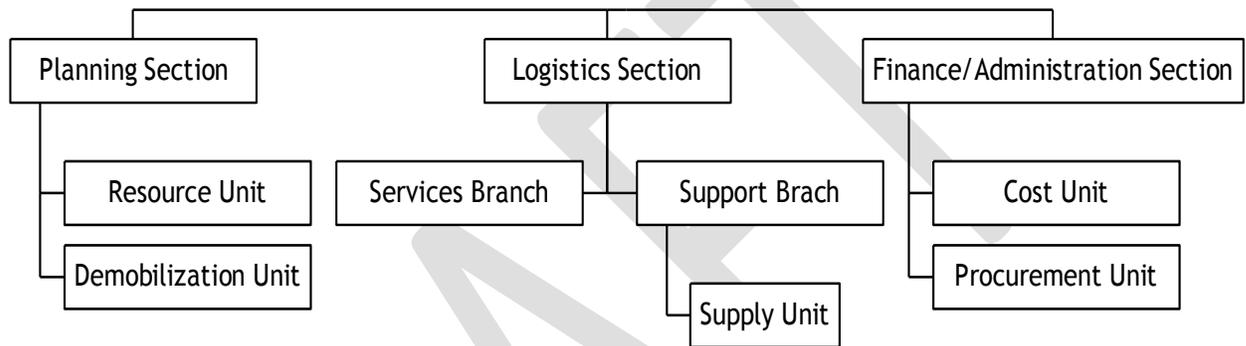
1. Develop processes and procedures to ensure that resource providers are reimbursed in a timely manner. These must include mechanisms for:
  - Collecting bills,
  - Validating costs against the scope of work, and
  - Accessing reimbursement programs such as the Public Assistance Program and the Emergency Relief Program.
2. Develop procedures to process invoices for resources provided by County, State, or Federal agencies.

## Syracuse City Emergency Operations Plan

3. Develop procedures to process reimbursement forms submitted by lending organizations.

### Procurement Unit (Coordination – Finance/Administration)

1. Administers all financial matters pertaining to vendor contracts.
2. Coordinates with neighboring jurisdictions to identify sources for equipment.
3. Prepares equipment rental agreements for signature.
4. Processes all administrative requirements associated with equipment rental and supply contracts.
5. Works closely with the Supply Unit to procure mission tasked required equipment.



## ESF 7 Appendix 1

### Syracuse Resource Request Form

During an emergency or disaster, local government agencies must understand how to request specific kinds of resources in order to receive proper assistance in a timely manner.

Frequently, requests made are too general, and as a result, victims do not receive the right kind of help or experience extreme delays in receiving it. Being specific in asking for help will ease suffering and directly help victims begin the recovery process.

This form will assist in deciding and requesting the **Size, Amount, Location, and Type** of a needed resource.

This resource request form has three major sections:

1. The identification section that identifies:
  - Who you are (jurisdiction name),
  - When (date and time of report),
  - Who prepared the report (name of preparer),
  - Contact information (call back phone number, fax number, email address) and,
  - Emergency type.
2. The request for resource section that uses the **SALT** technique for informing the Logistics Supply Unit Leader of the resource needed.
3. A free text comments section for adding additional important information.

Syracuse City Emergency Operations Plan



**Resource Request Form  
Syracuse City**

|                                                                                                          |                                              |                                  |                                 |
|----------------------------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------|---------------------------------|
| REQUEST DATE:                                                                                            | TIME:                                        | INITIAL <input type="checkbox"/> | UPDATE <input type="checkbox"/> |
| PREPARER:                                                                                                |                                              |                                  |                                 |
| ESF/DEPARTMENT:                                                                                          |                                              |                                  |                                 |
| CONTACT PHONE:                                                                                           | FAX:                                         | EMAIL:                           |                                 |
| TYPE OF EMERGENCY:                                                                                       | REQUESTOR'S PRIORITY: Highest 1 2 3 4 Lowest |                                  |                                 |
| <b>EMERGENCY RESOURCE REQUIRED</b> (EQUIPMENT, SUPPLIES, SERVICES)                                       |                                              |                                  |                                 |
|                                                                                                          |                                              |                                  |                                 |
|                                                                                                          |                                              |                                  |                                 |
|                                                                                                          |                                              |                                  |                                 |
|                                                                                                          |                                              |                                  |                                 |
| <b>SIZE</b> - (Specify what size)                                                                        |                                              |                                  |                                 |
| <b>AMOUNT</b> - (How much or many do you want)                                                           |                                              |                                  |                                 |
| <b>LOCATION</b> - (Where do you want the resource delivered - location name and address)                 |                                              |                                  |                                 |
|                                                                                                          |                                              |                                  |                                 |
|                                                                                                          |                                              |                                  |                                 |
| <b>TYPE</b> - (Additional information on resource - portable, refrigerated, wool, MRE's, etc.)           |                                              |                                  |                                 |
|                                                                                                          |                                              |                                  |                                 |
|                                                                                                          |                                              |                                  |                                 |
| FOR EQUIPMENT: <input type="checkbox"/> Purchase <input type="checkbox"/> Rent/ Lease for (period) _____ |                                              |                                  |                                 |
| DATE DESIRED:                                                                                            |                                              | TIME DESIRED:                    |                                 |
| DELIVERY INFORMATION:                                                                                    |                                              |                                  |                                 |
|                                                                                                          |                                              |                                  |                                 |
| DELIVERY CONTACT, IF OTHER THAN REQUESTOR (NAME & PHONE NUMBER):                                         |                                              |                                  |                                 |
|                                                                                                          |                                              |                                  |                                 |
|                                                                                                          |                                              |                                  |                                 |
| FOR RESOURCE MANAGEMENT USE ONLY:                                                                        |                                              | REQUEST #                        |                                 |

## ESF 7 Appendix 2 Resource Organization

### Single Resource

Single Resources are those that may be employed on an individual basis, such as the use of a single helicopter, single vehicle, single piece of equipment, etc.

### Task Force

A task force is any combination of resources put together to accomplish a specific mission. A task force has a designated leader and operates with common communications. Combining resources into a task force allows several key resource elements to be managed under one individual's supervision, thus aiding in span of control.

### Strike Team

A strike team consists of a set number of resources of the same kind and type operating under a designated leader with common communications between them. Strike teams represent known capability and are highly effective management units.

### Resource Status Conditions

Tactical resources at an incident can have one of three status conditions:

- **Assigned** resources are personnel, teams, equipment or facilities that have checked in (or in the case of equipment and facilities, received for) and are supporting incident operations.
- **Available** resources are personnel, teams, equipment, or facilities that have been assigned to an incident and are ready for a specific work detail or function.
- **Out-Of Service** resources are personnel, teams, equipment, or facilities that have been assigned to an incident but are unable to function for mechanical, rest, or personal reasons; or because their condition makes them unusable.

### Changes in Resource Status

Normally, the individual who changes the status of a resource, such as equipment location and status is responsible for promptly informing the Resource Unit.

## ESF 7 Appendix 3

### NIMS Eight Processes for Managing Resources

#### **Identifying and Typing Resources**

Resource typing entails categorizing by capability the resources that incident managers commonly request, deploy and employ. Measurable standards identifying the capabilities and performance levels of resources serve as the basis for categories.

#### **Certifying and Credentialing Personnel**

Personnel certification entails authoritatively attesting that individuals meet professional standards for the training, experience, and performance required for key incident management functions. Credentialing involves providing documentation that can authenticate and verify the certification and identity of designated incident manager and emergency responders.

#### **Inventorizing Resources**

A key aspect of the inventorizing process is determining whether or not the primary-use organization needs to warehouse items prior to an incident. Make this decision by considering the urgency of the need, whether there are sufficient quantities or required items on hand, and/or whether they can be produced quickly enough to meet demand. Another important part of the process is managing inventories with shelf life or special maintenance considerations. Sufficient funding is needed for replenishments, preventive maintenance, and capital improvements.

#### **Identifying Resources Requirements**

Identify, refine, and validate resource requirements throughout the incident life cycle. This involves accurately identifying (1) what and how much is needed, (2) where and when it is needed, and (3) who will be receiving or using it. Resources to be identified this way include supplies, equipment, facilities, and incident management personnel and/or emergency response teams.

#### **Ordering and Acquiring Resources**

Requests for items that the IC cannot obtain are submitted through the local EOC. If the EOC is unable to fill the order locally, the order is forwarded to the next level.

#### **Mobilizing Resources**

The mobilization process may include equipping, training and/or inoculating personnel; designating assembly points that have facilities suitable for logistical support and obtaining transportation to deliver resources to the incident most quickly, in line with priorities and budgets.

Plan and prepare for the demobilization process well in advance, often at the same time resource mobilize. Early planning for demobilization facilitates accountability and makes transportation of resources as efficient, costs as low, and delivery as fast as possible.

### **Tracking and Reporting Resources**

Resource tracking in a standardized manner provided incident managers with a clear picture of where resources are located, helps staff prepare to receive resources, protects the safety of personnel and security of supplies and equipment, and enables the coordination of movement of personnel, equipment and supplies.

### **Recovering Resources**

Recovery involves the final disposition of all resources. During this process, resources are rehabilitated, replenished, disposed of, and retrograded:

#### **a. Nonexpendable Resources**

These are fully accounted for at the incident site and again when they are returned to the unit that issued them. The issuing unit then restores the resources to fully functional capability and readies them for the next mobilization. Broken and/or lost items should be replaced through the Supply Unit, in accordance with the Syracuse City Emergency Operations Plan or as defined in pre-incident agreements. In the case of human resources, adequate rest and recuperation time and facilities are provided. Occupational health and mental health issues must also be addressed, including monitoring how such events affect emergency responders over time.

#### **b. Expendable Resources**

These resources are also fully accounted for. Restocking occurs at the point from which a resource was issued. The incident management organization bears the costs of expendable resources, as authorized in pre-planned financial agreements or by the Finance Unit. Returned resources that are not in restorable condition, whether expendable or non-expendable must be declared as excess. Waste management is of special note in the process of recovering resources. Resources that require special handling and disposition are dealt with according to established regulations and policies.

## **Emergency Support Function 8 Health and Medical**

**ICS Function:** Operations – Human Services Branch

**Primary:** Syracuse Fire Department

**Support:** Davis County Health Department      Medical Treatment Facilities  
Local Hospitals                                      American Red Cross  
Syracuse Police Department                      Logistics  
Davis County ARES                                      PIO

### **Purpose**

The purpose of this ESF is to ensure that, in the event of any incident resulting in mass casualties, the medical resources, both governmental and non-governmental provide for the immediate health care of the citizens of Syracuse City. For the purpose of this ESF, health and medical services include: emergency medical services (EMS), hospitals, clinics, public health, environmental health, mental health and mortuary services. This ESF will establish:

- Procedures for command and control at the incident scene(s).
- Procedures for triage and treatment at the scene and the tagging of patients.
- Procedures for the orderly flow of patients from incident scene(s) to the appropriate treatment facility.
- Disposition of facilities associated with the incident.
- Disease control activities related to sanitation, preventing contamination of food and water supplies.
- Coordination of all medical services providers through the Health and Medical Coordinator in the EOC.

### **Situation and Assumptions**

- This primarily applies to a large-scale disaster that would cause sufficient casualties and/or fatalities to overwhelm local health, medical and mortuary services capabilities, thus requiring maximum coordination and efficient use of these resources.
- The event would necessitate that the EOC be activated.
- In a major public health or medical emergency, local transportation assets may not be sufficient to meet the demand.
- The Joint Information Center (JIC) will be activated to coordinate messages released to the general public through the media.

## Syracuse City Emergency Operations Plan

- Public and private medical, health and mortuary services may themselves be impacted by the disaster.
- The incident may require use of existing mutual aid agreements.
- Emergency response in the first 24 hours will be almost exclusively dependent upon local resources.
- It may be necessary to open contingency field hospitals or to open buildings temporarily to house patients.
- Volunteers will be utilized to assist in essential tasks.
- The disaster will disrupt the continuity of normal operations in Syracuse City. Safe operations will be a priority at all times.

### **Concept of Operations**

1. Emergency Medical Response - Control of medical operations begins at the Incident Command Post and is part of its command function. Requests for transfer of control to the Deputy Fire Chief in the operations section of the EOC will be determined by the extent of the emergency.
2. Health Department Assistance - A representative from the Davis County Health Department is invited and encouraged to participate in the Operations Section of the Syracuse EOC. The Davis County Health Department may provide medical support and sanitation services, immunizations, identification of health hazards, technical information for health related aspects of an emergency, and make recommendations to mass care facilities when activated.
3. Medical Unit - The Medical Unit in the Logistics Section of the EOC may be called upon by Operations to provide additional transportation services, medical facilities (i.e. tents for a field hospital), and medical supplies. According to NIMS, the Logistics Section may also establish a Medical Unit, which is responsible for:
  - Developing the Incident Medical Plan (for incident personnel), which will form part of the IAP;
  - Developing procedures for handling any major medical emergency involving incident personnel;
  - Providing continuity of medical care, including vaccinations, vector control, occupational health, prophylaxis, and mental health services for incident personnel;
  - Providing transportation for injured incident personnel;
  - Ensuring that incident personnel patients are tracked as they move from origin, to care facility, to final disposition;
  - Assisting in processing all paperwork related to injuries or deaths of incident assigned personnel; and
  - Coordinating personnel and mortuary affairs for incident personnel fatalities.

The medical plan should provide specific information on medical assistance capabilities at incident locations, potential hazardous areas or conditions, and off-incident medical assistance facilities and procedures for handling complex medical emergencies. The Medical Unit will also assist the Finance/Administration Section with the administrative requirements related to injury compensation, including obtaining written authorizations, billing forms, witness statements, administrative medical documents and reimbursement as required. The Medical Unit will ensure patient privacy to the fullest extent possible.

### **Functional Responsibilities**

#### Syracuse City Emergency Medical Services (EMS)

- Respond to disaster scene with appropriate personnel and equipment. All responding personnel will ensure safety to themselves and to the citizens. Ensure EMS responders don appropriate Personal Protective Equipment (PPE).
- Report to IC/UC upon arrival at the scene and assume appropriate role in ICS.
- Triage, stabilize, treat, and transport the injured. Incident Command will notify the EOC of status of casualties – number of injured, extent of injuries, treatment needed, etc.
- Coordinate transport of patients requiring medical treatment with the EOC.
- Direct activities of private, volunteer and other medical personnel as needed.
- Work with EOC for credentialing of volunteers.
- Assist in evacuation of patients from hospitals, nursing homes, and other medical facilities if necessary.
- Provide ambulance routing at the scene and from the scene to treatment facilities. The Health and Medical Coordinator will work in conjunction with ESF 3 Public Works and Engineering to ensure routes of transportation are clear.

#### On-Scene Procedures

To insure adequate control and command at the scene, the following procedures will be followed:

- The first responding EMS person to arrive at the scene will be responsible for establishing incident command and a medical triage area. Triage will be conducting following the START triage system. If rescued survivors cannot be brought to one location, additional triage areas will be set up as needed.
- ICP/UCP should be far enough away from triage areas so that vehicular traffic does not interfere with the care and transportation of victims. Triage, Treatment, and Transport should, if possible, allow for:
  - Sorting and treating the number of expected injured;
  - Ambulance parking for waiting and loading;
  - Easy entry and exit points for ambulances and
  - Control of unwanted vehicular and pedestrian traffic.
- The paramedic unit(s) and/or fire vehicle(s) should be positioned as close to the disaster as safety permits and the IC/UC directs. The treatment area will become the focal point for ambulance loading and transport.

## Syracuse City Emergency Operations Plan

- A staging manager will stage ambulances as necessary and appropriate. The staging manager will direct ambulances to the transport area for patient loading.
- To operate effectively, the triage area must have as a minimum:
  - A triage group leader; to determine patient priorities.
  - A transportation group leader; to make hospital assignments to departing ambulances and to maintain current status information on all ambulances.
  - Radio communication between dispatch, Incident Command, the Operations Section Chief, and/or Branch Director.

### Davis County Health Department Responsibilities

- Health Department Representative to the Syracuse EOC
- Report to the EOC upon activation and act as the Public Health representative within the Operations Section of the EOC.
- Provide personnel to assist in the protection of public health.
- Work with the JIC to release information to the news media on health and medical issues. Provide public health, disease, and injury prevention information to the general public who are located in or near areas affected.
- Coordinate with neighboring communities, county, state and federal agencies for assistance as needed.
- Coordinate the location, procurement, screening and allocation of health and medical supplies and resources, including human resources required to support health and medical operations.
- In a major public health or medical emergency establish a registry of potentially exposed individuals, performing dose reconstruction, and conduct long-term monitoring of the population for potential long-term health effects.

### Division of Family and Community Health Services

- Maintain information on current status of medical facilities and resources within the county.
- Coordinate with outside agencies arriving to assist in the incident, as well as volunteers, to ensure proof of licensure is made on all volunteers rendering medical aid.
- Assist in tracking patients to include number of dead, ill, injured and missing.
- Assist in the coordination of transportation of patients to treatment facilities. Work with medical providers to identify capacity at each treatment facility and advise EMS accordingly. Distribute patients to hospitals inside and outside of the City based upon severity and types of injuries, time and mode of transportation, capacity to treat and bed capacity. Take into account specialist's available and special designations such as trauma center and burn centers.
- Coordinate with the American Red Cross to respond to inquiries from family members concerned about loved ones.
- Work with Syracuse City Police and State Medical Examiner's office to provide for the collection, identification and care of human remains. This includes determining the cause of death, inventorying and protecting deceased's personal effects and locating and notifying the next of kin.

## Syracuse City Emergency Operations Plan

- Coordinate registration of vital statistics (births, deaths, fetal deaths) with Health Administration.
- Control spread of communicable disease through immunization, medications and public awareness/education efforts.
- Conduct epidemiological investigations when appropriate.
- Assist in identifying laboratory services available for identification and testing.

### Division of Environmental Health Services

- Institute vector control to prevent spread of disease.
- Inspect all foods, water, drugs and other consumables exposed to the hazard. Advise on actions to protect those resources.
- Manage solid, liquid and hazardous waste disposal.
- Monitor food handling and mass feeding operations.
- Inspect damaged building for health hazards.
- Coordinate with public works department to ensure availability of potable water, effective sewage system and sanitary garbage disposal.
- Coordinate with Davis County Animal Control for the disposal of dead animals.
- Ensure the proper disposal of contaminated products and the decontamination of affected food facilities in order to protect public health

### Medical Unit (Coordination – Logistics - Service Branch)

The Medical Unit is responsible for the effective and efficient provision of medical services to incident personnel. The Medical Unit Leader will develop a medical plan that will, in turn, form part of the IAP. The medical plan should provide specific information on medical assistance capabilities at incident locations, potential hazardous areas or conditions, and off-incident medical assistance facilities and procedures for handling complex medical emergencies. The Medical Unit will also assist the compensation, including obtaining written authorizations, billing forms, witness statements, administrative medical documents, and reimbursement as required. The Medical Unit will ensure patient privacy to the fullest extent possible.

Note that patient care and medical services for those who are not incident personnel (victims of a bio-terror attack, hurricane victims, etc.) are critical operational activities associated with a host of potential incident scenarios. As such, these activities are incorporated into the IAP as key considerations of the Planning and Operations Sections. These sections should be staffed accordingly with appropriately qualified Emergency Medical Services public health, medical personnel, technical experts, and other professional personnel, as required.

Additional responsibilities include:

- In conjunction with Health & Medical Group develop the incident Medical Plan for incident personnel.
- In conjunction with the Health & Medical Group develop procedures for handling any major medical emergency involving incident personnel.

## Syracuse City Emergency Operations Plan

- Provide continuity of medical care, including vaccinations, vector control, occupational health, prophylaxis, and mental health services for incident personnel.
- Coordinate with EMS and ESF 1 Transportation, if necessary, to provide transportation for injured incident personnel.
- Ensure that incident personnel patients are tracked as they move from origin, to care facility, to final disposition.
- Assist in processing all paperwork related to injuries or deaths of incident assigned personnel.
- Coordinate personnel and mortuary affairs for incident personnel fatalities.

### Hospitals and Medical Treatment Facilities

- Activate disaster plan(s)
- Advise EOC of resources available (number/type of beds, equipment, staff available).
- Provide medical guidance to EMS and EOC, as needed.
- Coordinate with fire and health department on the need to isolate and decontaminate incoming patients.
- Coordinate with EMS on the evacuation of patients, if necessary.
- In coordination with IC, deploy medical personnel, supplies and equipment to disaster site(s), if needed and feasible.
- Establish and staff reception center for relatives of disaster victims being treated at facility.
- Coordinate with American Red Cross to respond to inquiries from family members concerned about loved ones.

### Davis Behavioral Health

- Activate disaster plan(s)
- Ensure availability of appropriate mental health services during response and recovery. This may include crisis counseling, critical incident stress debriefings, referrals and education.
- Coordinate with JIC to release mental health information to news media.
- Work with American Red Cross to ensure availability of mental health services in shelters.
- Coordinate with Davis County Health Department, Syracuse City Police and State Medical Examiner's Office to provide mental health services to next of kin.

### Syracuse Police Department

- Work with State Medical Examiner's Office, Davis County Health Department and the Federal DMORT team (if activated) to provide for the collection, identification and care of human remains. This includes determining the cause of death, inventorying and protecting deceased's personal effects and locating and notifying the next of kin.

## Syracuse City Emergency Operations Plan

- Establish a temporary morgue in coordination with the State Medical Examiner's Office and Davis County Health Department.
- Provide security to protect aid stations and temporary morgues as needed.

### American Red Cross (ARC)

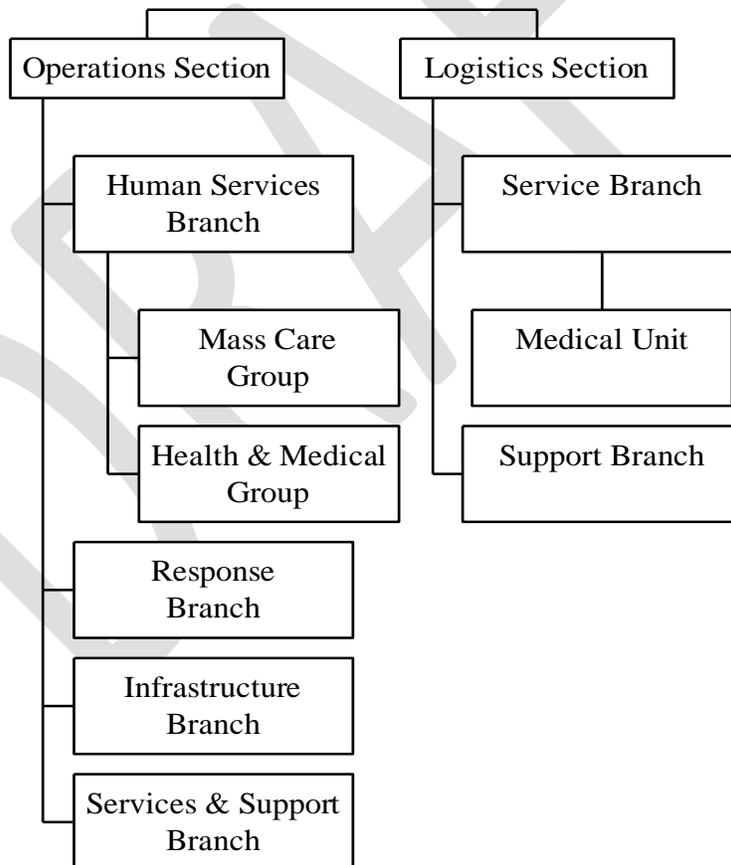
- See ESF 06 Mass Care

### United Way

- Assist in management of volunteers and donations through ICS Form 211.
- Coordinate placement of volunteers with EOC.

### Davis County Animal Control

- Coordinate with veterinarians and animal hospitals to arrange services for animals as needed.
- Coordinate with Davis County Health Department for the collection and disposal of dead animals.
- Assist in the sheltering of companion animals.



## ESF 8 Appendix 1

### Organization and Assignment of Responsibilities for EMS Response

The medical resources of Syracuse City will be organized into three levels of response and control.

#### First Level

The first level of care is at the scene of the incident. The main objective is to stabilize the patient(s) and, if needed, prepare them for transportation to the proper treatment facility. At the scene of the emergency, the responsibility for patient care will progress in the following order:

- The first arriving EMT, who is superseded by
- The first arriving Paramedic, who is superseded by
- An assigned or authorized Physician

#### Second Level

The second level of medical response is the personnel on duty at the medical treatment facility. Each facility will operate in accordance with the facility's disaster plan. Transportation of victim(s) from the scene(s) will be coordinated between the IC/UC, the EOC and the treatment facility. If a facility is not functional, or becomes overwhelmed, the Health and Medical Coordinator (Fire Department Position) within the operations section of the EOC is responsible for identifying alternate treatment facilities.

The second level of medical response could also involve epidemiologic investigations conducted by the Davis County Health Department. These investigations would work to identify the cause of illness, the origin of an outbreak and any contact to the initial cases.

#### Third Level

During a third level of response the Health and Medical Coordinator (a Fire Department Position) would be located in the Operations Section of the EOC.

## Syracuse City Emergency Operations Plan

### Coordination

In order to achieve maximum utilization of all resources and so that one resource is not overtaxed while others are not utilized to their capacity, the Health and Medical Coordinator, located in the EOC will coordinate with all medical resources. This should be done through existing communications channels, if operational. Assistance may be required and requested from the Davis County Amateur Radio Emergency Services (ARES).

### Activation

Upon activation of this plan, Emergency Management Director will notify the Health and Medical Coordinator (a Fire Department Position) assigned to the Operations Section of the EOC to report to the EOC to take the following actions:

- Activate communications with each medical facility.
- Take roll call of all hospital emergency rooms.
- Take coordinating command of all medical resources.
- Notify neighboring areas as to possible needs.
- Periodically, request the following information from each hospital:
  - Number of casualties that can be handled in the categories of burns, fractures, severe head injury, severe back injury, lacerations, cardiac problems, psychiatric, and general.
  - Availability of excess health personnel or need for more.

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## **Emergency Support Function 9**

### **Search and Rescue Operations**

**ICS Function:** Operations

**Primary:** Fire

**Support:** Police, Davis County Sheriff's Office, Public Works, Other Police and Fire Departments through mutual aid agreements

#### **Purpose**

To provide for the effective coordination and utilization of search and rescue resources to assist persons in distress resulting from the effects of an emergency or disaster.

#### **Situation and Assumptions**

1. Syracuse is vulnerable to the effects of extreme winds, storms, earthquakes, downed aircraft, hazardous materials, fires/explosions, and terrorism. These hazards could result in persons being trapped in structures or vehicles. While other hazards are possible they are not expected to produce search and rescue requirements beyond normal occurrences.
2. An emergency or disaster may cause structural collapse, or leave people trapped or stranded, threatening lives and requiring prompt, search, rescue, and medical care.
3. After a disaster or emergency, local residents and volunteers will require coordination and direction to safely assist in search and rescue operations.

#### **Concept of Operations**

1. The Syracuse EOC may be activated to provide coordination and support to search and rescue operations. The Davis County and the State EOCs may also provide support for local search and rescue efforts.
2. The Incident Commander (IC) shall assure communications are available through normal radio and telephone capabilities. If normal communications are not working the IC can use a back-up system. At present the back-up for 800 MHz is Zone 6 Channel 1 (UCAN Lockdown Zone).
3. Additional Search and Rescue resources should be available upon request from adjoining political jurisdictions to include Davis County and the State. All requests for outside resources will be made through the Incident Commander, or through the EOC if activated.
4. Heavy rescue operations will consist of the combined efforts of fire, police, public works, and other agencies under the control of the incident commander (IC).
5. Search and rescue operations will continue until the subjects have been located and/or the IC terminates the search.

## **Functional Responsibilities**

### Fire

The fire agencies conduct rescue operations, commensurate with the ability of equipment and the degree of specialized training to include:

1. Extrication of trapped persons.
2. Rendering essential medical aid at time of release and/or prior to removal.
3. Accomplish other tasks commensurate with the situation and capabilities.
4. Determine location, number, and condition of victims. Determine location and number of buildings involved.
5. Determine building construction type and type of occupancies. Establish building triage team(s). Assess the need for additional personnel and additional equipment.
6. Restore equipment, vehicles, and forms to a state of operational readiness.

### Police

1. Provide for traffic and bystander control.

### County

1. Coordinate county and regional search and rescue resources.
2. Request Region 1 and State assistance.

### State

1. Coordinate county and regional search and rescue resources.
2. Request federal urban search and rescue assistance when requested by county.

### Federal

1. Task federal agencies to perform search and rescue activities under a Declaration of Emergency or Major Disaster Declaration by the President.
2. Coordinate federal resources providing search and rescue assistance to states during non-disaster times (reference National Search and Rescue Plan).

## **Emergency Support Function 10**

### **Hazardous Materials Response**

**ICS Function:** Operations

**Primary:** Syracuse Fire

**Support:** Syracuse Police, Syracuse Public Works, Davis County Sheriff's Office (DCSO), Davis County Health Department, Utah Highway Patrol, Surrounding Fire, Law Enforcement and Public Works Agencies, Hospitals and Clinics

#### **Purpose**

The purpose of this Emergency Support Function (ESF) is to establish plans, procedures, policy and guidelines for fire personnel responding to hazardous materials incidents during a disaster of any kind.

A hazardous material is generally defined as explosive, flammable, combustible, corrosive, oxidizing, toxic, infectious or radioactive material that, when involved in an accident and released in sufficient quantities, places the general public and or the environment in danger from exposure, contact, inhalation or ingestion.

*For more detailed guidance on responding to a hazardous materials incident, refer to the Davis County All Hazard Response Plan.*

#### **Situation and Assumptions**

1. Chemicals and hazardous materials are widely used and transported in our environment.
2. Areas most at risk for a hazardous materials incident are facilities that utilize hazardous materials and areas that lie along highways, rail lines and pipelines that may be used in the transportation of these materials.
3. Hazardous materials can pose a serious threat to both responding personnel and the public. It is necessary to provide for the maximum protection of all individuals involved. Protective measures can include donning of protective clothing and equipment and evacuation and/or shelter in place until the hazard has subsided.
4. Additional factors that can influence a hazardous materials incident include weather, outside environment and reactions with other chemicals.
5. Many unknowns can be present during hazardous materials incidents.
6. Emergency response in the first 24 hours will be almost exclusively dependent upon local resources.
7. The disaster will disrupt the continuity of normal operations in areas surrounding the incident.

8. Safe operations will be a priority at all times. All responding personnel will ensure safety of themselves and that of the citizens.

## **Concept of Operations**

The incident commander will manage the incident using the National Incident Management System (NIMS), establishing a unified command with other local response agencies to control all phases and actions of operations. If an incident becomes a Level 2 (see Davis County All Hazards Response Plan, also in Appendix 1) emergency or higher, the Emergency Management Director (City Manager) should be notified to determine activation of the Emergency Operations Center (EOC) to assist in response.

Normal communication networks will be used by each agency to direct resources under their control. Formal requests should come through the Incident Command and will, if appropriate, be routed through the EOC for assistance.

This section defines the responsibilities of all organizations involved in effectively resolving a hazardous materials incident.

The following organizations will respond immediately:

1. Fire Department
2. Law Enforcement
3. Public Works Environmental Division

It is expected that the Fire Department and/or Law Enforcement and/or Public Works agencies will be the first to receive notification of a potential hazardous materials incident. The first agency to reach the scene will attempt to confirm, by all possible safe procedures, if the incident involves hazardous materials. The incident may be confirmed as a hazardous materials incident if the involved carrier is displaying DOT placards or the cargo is carrying DOT labels. Confirmation will also be accomplished through observation of information obtained from the bill of lading and operators at the scene.

After confirmation, the responding agent will immediately notify the appropriate dispatch center, which will in turn notify the agencies at the end of this appendix. Each agency will then initiate its response plan and/or standard operating procedures.

When a hazardous materials incident is confirmed, the main objectives of the response effort will be to:

1. Protect agency personnel;
2. Rescue injured persons;
3. Prevent the spread of contamination or damage to the area from BLEVEs, explosions, spilling of toxic agents, and;
4. Return the community to normal status.

The above objectives will be accomplished in three phases. These phases are:

1. Containment/Identification Phase

## Syracuse City Emergency Operations Plan

- a. Containment/Identification: Law enforcement agencies will be responsible for establishing a perimeter to control the entry of persons around to the incident scene in coordination with Incident Command. All traffic inside this area will be restricted, and the area will be prepared for evacuation or sheltering-in-place as warranted. An access-egress point will be established upwind from the point of incident. All personnel and equipment entering the control area will enter and exit through this point. All equipment and personnel who have entered the control area will be held at this point until it has been established that they have not been contaminated. All personnel responding to the incident will report to Incident Command or staging for assignments.
  - b. Sheltering-in- place: If the hazard is a threat to the community, sheltering-in-place may be one option to protect citizens. Consideration should be given to the ability to control/contain the hazard, dissipation time, time of hazard arrival to the public, probability of effective evacuation vs. sheltering-in-place, weather patterns and the expected duration of the hazard.
  - c. Evacuate Danger Area: If the situation should require complete evacuation of the control area, the incident commander or an emergency manager will establish an evacuation-receiving center. The nearest available school or church auditorium will be used for this purpose. All evacuees will be instructed to report to this center. The Red Cross will provide for evacuees who do not have alternate housing. Emergency Services will maintain a roster of the location of all evacuees. Law enforcement and fire agencies will be responsible for evacuation of and security for the evacuated area. (See Annex A – Evacuation).
  - d. Contain Hazard: During the hazardous materials incident, the most important action will be to contain the hazard and prevent the incident from escalating. This responsibility will rest with the Fire Department, under the direction of the Incident Command, and may be assisted by private hazardous materials contractors. The safety of public safety personnel will be paramount. If there is the threat of BLEVE or explosion, an appropriate distance will be maintained and an evacuation circle established inside the control area, depending on the seriousness of the incident. All personnel will be evacuated beyond this point. Public safety personnel will enter only to save life.
  - e. Identify Hazardous Materials: Response actions depend upon the correct and timely identification of the hazardous material(s) so that decontamination procedures can be formulated.
2. Stabilization Phase
    - a. During this phase, the harmful effects of the hazardous materials may be mitigated by reasonable, controlled methods. This can be accomplished by chemical detoxification, letting the material burn out or other controllable means.

## Syracuse City Emergency Operations Plan

3. Decontamination Phase.
  - a. Removal of Hazardous Residue: The Davis County Health Department, Division of Environmental Health Services, will supervise any clean up actions.
  - b. Decontaminate Personnel and Equipment: The Davis County Health Department, Division of Environmental Health Services, will assist the incident commanders in determining that all personnel and equipment are free of any hazardous materials residue before being released back into service.
  - c. Return Evacuees to Area: Once the Davis County Health Department, Division of Environmental Health Services, has inspected the evacuated area and determined that it is safe, Law Enforcement agencies will coordinate the return of the evacuees.
  - d. Reports and Logs: Copies of all documentation should be submitted to the Syracuse Fire Department. In the event the Syracuse EOC is activated, documentation should also be submitted to the Documentation Unit within the Planning Section at the EOC.

### **Functional Responsibilities**

#### Fire Department

1. Ensure response personnel don appropriate personal protective equipment;
2. Establish a Unified Incident Command with local law enforcement upon arrival;
3. Coordinate with appropriate agencies (Davis County Health Department, EOC) and advise on measures (evacuation, shelter in place, etc.) to protect the general public;
4. Decontaminate victims exposed to hazardous materials, if needed;
5. Control and contain hazardous materials;
6. Identify hazardous materials;
7. Coordinate identification of unknowns with Public Works Environmental Division and Davis County Health Department, as needed;
8. Formulate and execute control and/or neutralization procedures;

#### Law Enforcement

1. Ensure response personnel don appropriate personal protective equipment.
2. Establish a Unified Incident Command with the responding fire agency upon arrival.
3. Establish a safe perimeter around the incident
4. Assist with sheltering-in-place or evacuation procedure.
5. Provide security.
6. Collect evidence if the incident warrants.

## Syracuse City Emergency Operations Plan

### Public Works

1. Ensure response personnel don appropriate personal protective equipment
2. Follow Spill Response Plan
3. Identify the source of contamination and responsible party where possible.
4. Coordinate with the Davis County Health Department, Division of Environmental Health Services, in overseeing the clean-up of contaminated areas to ensure that clean-up meets standards.
5. Issue Syracuse Environmental Complaint Questionnaire to City Attorney for consideration of fines or court proceedings that may be pertinent

### Davis County Health Department - Division of Environmental Health Services

1. Assist in identification of hazardous materials;
2. Provide assistance in determining appropriate response actions to protect public health;
3. Assist in the development of a control and containment plan, to include monitoring of water and air quality;
4. Approve and certify cleanup of contaminated area.

## ESF 10 – Appendix 1

### Radiological Hazards

#### **Purpose**

The health consequences associated with exposure to radiation could be severe. Radiation sickness occurs within hours or days following exposure and may cause nausea, fatigue, vomiting, diarrhea, loss of hair, hemorrhages, infections or even death. Somatic effects occur months to years after exposure and may cause sterility, leukemia or other forms of cancer. Radioactive materials also have the potential to alter and contaminate the environment. An incident involving radiological hazards could also be the result of a terrorist attack.

An incident involving radiological materials could be the result of an accident:

1. At a medical treatment facility using radiation to detect and treat diseases;
2. At educational institutions and companies using radiation for research;
3. At companies which use radiation in the manufacturing process; or
4. During the transportation of nuclear materials.

#### **Situations and Assumptions**

1. Expertise in nuclear/radiological sciences will need to be brought in to provide guidance on response.
2. Local mutual aid agreements will need to be activated.
3. Emergency measures to protect life and health during the first 24 hours after the disaster will be dependent upon local resources.
4. A large-scale event or terrorist event using radioactive material would result in the EOC being activated.
5. The JIC will be activated to coordinate messages released to the general public through the media.
6. Evidence suggests that a radiological event is threatening to public health.
7. The disaster will disrupt the continuity of normal operations in Syracuse City.

8. Safe operations will be a priority at all times.

### **Concept of Operations**

During normal daily activities, the control of operations will be located in the Davis Sheriff's Dispatch Center. Upon full activation of the Health/Medical Annex and/or its appendices, the control of the Medical Command Post will transfer to the Incident Command Post and become part of its overall function. Transfer of control to the EOC will be determined by the extent of the emergency.

Emergency personnel responding to an incident will need the capabilities to detect the type, amount and location of radiological materials. Based upon this assessment, actions will need to be implemented to:

1. Protect human health and safety;
2. Evacuate exposed population and provide shelters;
3. Monitor exposure of response personnel;
4. Implement procedures to limit exposure;
5. Monitor occupied buildings; and
6. Identify facilities unsafe for occupation.

### **Functional Responsibilities**

#### Davis County Health Department

1. Assist in determining presence of radiological hazards.
2. Advise on evacuation and protective actions.
3. Provide information on measures to protect public health, to include administration of prophylaxis.
4. Monitor radiation at shelters or other occupied buildings.
5. Provide information regarding safe radiation limits, radiation sickness symptoms and instructions on how and where those suffering from fallout radiation overdoses may obtain medical care.
6. Provide public information regarding radiation decontamination and where uncontaminated food and water may be obtained.
7. Advise on disposal of contaminated items and procedures for cleanup.
8. Conduct surveillance of responders and exposed victims to monitor incidence of diseases due to exposure to radiation (i.e. cancer).

#### Emergency Medical Services

1. Treat individuals that have been exposed to radiation.
2. Provide ambulance service to individuals requiring medical care.

#### Syracuse Police

1. Assist in evacuation.

#### Hospitals/Medical Treatment Facilities

1. Provide treatment to individuals exposed to radiation.

2. Ensure patients and hospital staff receive adequate shelter if facilities fall within the incident scene.

American Red Cross

1. Activate shelters.

## **Emergency Support Function 11 Food and Water**

**ICS Function:** Coordination – Logistics

**Primary:** Food/Water Unit (Logistics – Service Branch), American Red Cross (ARC)

**Support:** United Way of Salt Lake                      LDS Church  
Salvation Army                                              Southern Baptist Church  
Transportation Unit                                      National Guard

### **Purpose**

To identify needs, secure, and arrange for food and water assistance to affected areas during and following a disaster.

### **Situation & Assumptions**

1. A disaster may require response from large numbers of emergency services personnel.
2. A disaster may result in shortages of normal food supplies to grocery stores.
3. The ability to deliver goods may be diminished due to poor road conditions.
4. A loss in utilities may result in damage to and slow downs of food supplies.
5. A disaster may result in the loss of water supplies.

### **Concept of Operations**

1. A Food Unit Leader (FUL) is appointed by the Logistics Section Chief to coordinate food and water supplies to designated disaster staging areas, service centers, shelter facilities, and coordinate such activities with the ARC or other facility managers in accordance with special nutritional requirements and the issuance of disaster food stamps.

## Syracuse City Emergency Operations Plan

2. All requests for food and water supplies, including types, amounts and destination locations, will be processed through the Syracuse City EOC.
3. After initial food requests are forwarded to the Davis County EOC, the FUL will coordinate efforts to obtain and transport foods and/or the distribution of disaster food stamps.
4. The FUL will be the sole contact for food and water, and will be responsible for establishing and maintaining a liaison with the County disaster liaison assigned to food and water.
5. The organization of this ESF will be composed of an FUL, an Assistant if needed, and the Davis County EOC food and water support staff as required.
6. The FUL will work closely with the American Red Cross (ARC) to assess and meet the food and water needs of first responders, EOC personnel, service centers and shelter facilities.
7. The FUL will work with the Transportation Group Supervisor to transport food and water to affected areas as needed.
8. The FUL will coordinate with the Finance Section of the EOC to purchase emergency food supplies.

### **Functional Responsibilities**

#### Logistics Section Chief

- Appoint a Food Unit Leader (FUL).
- Develop a course of action that will ensure timely distribution of food, water and ice to feeding stations and other locations where needed.
- Ensure that adequate records of City expenses are maintained.
- Maintain records of all personnel functioning under ESF 11, the type of work each performs, the hours each works and at what location the work is performed.

#### Food Unit Leader

- Coordinate food, water and ice distribution with volunteer organizations.
- Provide information to the Logistics Chief on a regular basis.
- Acquire and maintain an inventory of food and water supplies at City facilities.
- Establish pre-plans to the extent possible to acquire food and water from local businesses such as Smith's Wal-Mart, etc. during an emergency. Maintain a current inventory of available resources.
- Work with ESF 06 (Mass Care) to identify the number of people in shelters and others in need of food and water.
- Work with ESF 06 (Mass Care) to identify the locations of all mass feeding and food distribution sites.
- Monitor and coordinate the flow of food, water and ice supplies into the impacted area.
- Coordinate with ESF 07 (Resource Management) to obtain additional refrigerated trailers, if needed.
- Work with ESF 03 (Public Works) and ESF 08 (Health and Medical) to monitor water contamination in the disaster area and estimate water needs and quantities.

## Syracuse City Emergency Operations Plan

- Work with ESF 12 (Energy) to monitor power outages for estimated ice needs and quantities.
- Establish logistical links with local organizations involved in long-term congregate meal services.
- Document all emergency related response activities and their costs.

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## Syracuse City Emergency Operations Plan

### American Red Cross, Salvation Army and Other Human Services Organizations

- Assist in identifying and assessing the requirements for food and water during the disaster, immediately after the disaster, and during the long-term recovery.
- Assist with the distribution of coordinated disaster relief supplies.
- Provide meal counts on a daily basis.
- Maintain records of all expenses incurred as a result of providing food and water.
- Maintain records of all volunteers, the type of work each volunteer performs, the hours each volunteers worked and at what location.

### Transportation Unit (Coordination – Logistics – Support Branch)

- Work with the FUL and ARC to provide and coordinate transportation of food and water as needed.

### Davis County Health Department

- Provide information for the public regarding safe drinking water and food supplies. Address food and water handling, contamination and conservation.
- Monitor food preparation at the point of consumption and emergency water supplies for compliance with applicable standards.

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## **Emergency Support Function 12**

### **Energy**

**ICS Function:** Operations- Infrastructure Branch

**Primary:** Energy Group Supervisor

**Support:** Rocky Mountain Power  
Questar Gas  
Gasoline/Diesel Fuel Suppliers

#### **Purpose**

The purpose of this ESF is to provide a coordinated response in the restoration of energy services (electric power, natural gas, gasoline/diesel fuel) in a disaster area to save lives and protect health, safety and property, and to carry out other emergency response functions.

#### **Situation & Assumptions**

1. A disaster may result in a loss of electrical power and/or natural gas to a portion of or all of Syracuse City for an extended period of time.
  - a. Utility companies will respond with additional personnel to restore electricity and/or gas.
  - b. If electricity or gas is lost during the cold winter months, numerous persons may be subject to extremely cold temperatures.
  - c. Most citizens are not prepared to go more than a few days without electricity and/or gas.
2. A disaster may result in a shortage of gasoline and/or diesel fuel needed for essential City vehicles, equipment, and power generators for an extended period of time.
  - a. A shortage or loss of fuel would significantly hamper the City's ability to respond during a disaster.

#### **Concept of Operations**

The Operations Section Chief or the Infrastructure Branch Director (if activated) should appoint an Energy Group Supervisor to work closely with local, state, federal and private utility companies to assess natural gas and electric power status, supply and demand, establish priorities to repair damaged facilities, coordinate providing temporary/interim sources of natural gas and electricity, and assist in identifying requirements for restoration.

## Syracuse City Emergency Operations Plan

To the extent possible during a disaster, electricity, natural gas and gasoline/diesel fuel distribution systems should continue to provide services through their normal means, and will compile damage assessment reports and share this with the Energy Group Supervisor.

Utility companies may send a representative to the City EOC to facilitate coordination and communications between the EOC and field crews repairing damaged utilities. Utility companies are requested to provide their own communications equipment.

The Energy Group Supervisor should also work closely with gasoline/diesel fuel providers to maintain adequate fuel supplies, and if necessary, coordinate providing temporary, alternate, or interim sources of gasoline/diesel fuel when needed.

### **Functional Responsibilities**

#### Emergency Management Director (City Manager)

1. Appoint an Energy Group Supervisor prior to a disaster.

#### Operations Section Chief/Infrastructure Branch Director

1. Ensure that personnel are assigned to carry out the tasks of Energy Coordination.
2. Ensure that the Energy Group Supervisor keeps proper records.

#### Energy Group Supervisor

1. Prior to an emergency, establish contacts and pre-plans with gas and electric utility companies, and with gasoline/diesel fuel providers.
2. Determine the electric and natural gas status of the affected areas.
3. Using the information available, determine the possible energy needs for response.
4. Receive and assess requests for energy assistance from affected areas of City.
5. Provide accurate assessments of energy supplies, demands, and requirements for repair and restorations of energy systems to the Syracuse EOC.
6. As appropriate, assist in assessing priorities for energy restoration.
7. Coordinate restoration work with energy providers.
8. Assist with development, coordination and support of energy and utility conservation policies and programs; especially with regard to those establishing priority systems for curtailment of services, restoration of services, or provision of emergency services.
9. Keep accurate records of all activities and expenses relating to this ESF.
10. Develop inventory lists of private organizations that have power generating ability.
11. Develop inventory lists of private organizations that have fuel storage areas.

## **Emergency Support Function 13**

### **Law Enforcement**

**ICS Function:** Operations

**Primary:** Syracuse Police

**Support:** Department of Emergency Services (DES)  
Davis County Sheriff's Office (DCSO)  
Utah Highway Patrol (UHP)

#### **Purpose**

1. To provide guidelines for maintaining civil order and security under emergency or disaster conditions.
2. To provide for the effective coordination of law enforcement operations within Syracuse City in the event of an emergency or disaster.
3. To utilize local law enforcement communication resources to support emergency operations.
4. To conduct a needs/damage assessment of the disaster or emergency area(s).

#### **Situation and Assumptions**

1. Emergencies or disasters may result in widespread damage to or total loss of existing civil infrastructure capabilities. Along with a significant loss of dwellings, other structures, widespread displacement of people, and other possible hazards will require law enforcement to provide traffic control, access control, and security, especially at mass care facilities. In order to fully determine the impact of a disaster on the population and provide an immediate and effective response, an impact or needs assessment will be conducted at the earliest possible time following an emergency or disaster. Law enforcement personnel will be a part of the needs assessment process. The needs assessment should consider the following:
  - a. Evacuations will involve large numbers of people, some of whom will travel in private vehicles to reception centers while others will travel in public vehicles. Additional traffic control will be necessary to ensure orderly flow of traffic, coordination of parking at reception and registration centers, and direction to shelter facilities.
  - b. The concentration of large numbers of people in shelter facilities will necessitate additional police patrols to preserve law and order.
  - c. Additional law enforcement surveillance may be needed in the evacuated area(s) to prevent looting.
  - d. Law enforcement may be needed for access control of large areas that have been evacuated and still pose a threat to the public.

## Syracuse City Emergency Operations Plan

- e. Bombings, bomb threats, arson, terrorist activities, and civil disturbance incidents may require State and Federal law enforcement resources to counter these activities and to help restore normal activities within the City. This will require coordination at the City level and a determination of needed law enforcement resources by type, quantity, location and availability.
  - f. A need exists to maintain readiness or respond to and manage any crisis or incident that causes or could cause injury or harm to people, damage to or loss of property, or degrades or threatens the National Security Emergency Preparedness posture of the United States.
2. An emergency or disaster will require an immediate and continuous demand for law enforcement and security.
  3. Loss of electricity will compound traffic control problems.
  4. General law enforcement problems are compounded by disaster related community disruption, restriction of movement, and impacted communications and facilities.
  5. The capabilities of local law enforcement agencies will be quickly exceeded. Supplemental assistance shall be requested through local and state emergency management channels and the operation of mutual aid agreements (MAAs).

### **Concept of Operations**

#### **Policies**

1. The Police will function as the law enforcement coordinator for emergencies, disasters, and catastrophic events.
2. Municipal police departments will retain all authority for activities within their jurisdictions in accordance with municipal emergency operations plans.
3. A law enforcement-oriented emergency, disaster, or catastrophic event is any large-scale emergency situation where the maintenance of law and order is the primary focal point, i.e., hostage or terrorist activity, riot and civil disturbance as declared by the chief officer of the responsible law enforcement agency/department.
4. The fundamentals of the incident command system (ICS) will guide law enforcement roles at an incident scene that is not primarily law enforcement-oriented.

#### **General Operations**

1. In time of an emergency or disaster, law enforcement shall be called upon to perform a wide range of functions, including, but not limited to: warning and evacuation; search and rescue; emergency transportation; emergency communications; control of disaster site access; looting control; crowd control; emergency traffic control; provide security and preserve law at local shelter facilities and damage assessment.
2. The Syracuse Police Department, in addition to having 24-hour operational capability, has two-way radio communication links between its respective mobile units and the City EOC. This becomes a valuable resource during a disaster situation. (See ESF 2 Communications and Warning for communication frequencies available.)
3. If an emergency occurs within Syracuse, the Chief of Police will exercise overall authority for law enforcement activities and responsibilities. Law enforcement units, with the use of sirens, public address systems, and/or Davis County's "Reverse 911" systems, may be used to disseminate warning and emergency information.

## Syracuse City Emergency Operations Plan

4. The Chief of Police may provide a representative to the Davis County Emergency Operations Center (EOC) to coordinate disaster law enforcement activities between local, district, and state law enforcement agencies, if available.
5. Organization: Law Enforcement agencies presently available for emergency operations in Syracuse consist of:
  - a. Syracuse Police Department
  - b. Davis County Sheriff and Reserves
  - c. Utah Highway Patrol
6. The primary and support agencies will provide their own internal support, i.e. vehicles, tactical equipment, and funding.
7. Off-duty personnel will be recalled as needed.
8. Work schedules will be modified to meet staffing requirements.

### **Functional Responsibilities**

#### Chief of Police

1. Functions as a permanent member of the EOC Policy Section and is responsible for the following:
  - a. Control traffic during and after emergencies and disaster.
  - b. Maintain order in and around emergency or disaster scene(s); safeguard property in and around scene(s). Investigate all crimes committed.
  - c. Provide a representative to the County EOC as requested. Provide security for the EOC if necessary.
  - d. Recommend the evacuation of endangered population.
  - e. Work in coordination with ESF 14 Public Information to inform the public of evacuation orders including, but not limited to: door-to-door notification of persons in affected area, warning the public through the use of mobile public address systems, and activating the Emergency Alert System (EAS). Provide security to evacuated property, if resources are available.
  - f. Work with the office of the medical examiner to conduct investigations, identification, recovery and management of all deceased persons.
  - g. Maintain necessary mutual aid agreements with other jurisdictions for law enforcement services.
  - h. Provide incident documentation, reports, and financial information.

#### State of Utah

1. The Division of Emergency Management Department of Public Safety Division of Emergency Services (DEMDES) serves as the focal point for all state level emergency support. Operates the State EOC.
2. Utah Highway Patrol (UHP) assists the Syracuse Chief of Police in law enforcement operations by coordinating and maintaining liaison with the appropriate state departments and providing warning and communications support.

Surrounding Law Enforcement Agencies

1. Support recovery operations as defined in agency Emergency Operation Procedures (EOPs) and Standard Operating Procedures (SOPs) or as requested by the Syracuse City EOC, to include:
  - a. Maintain post emergency or disaster security patrols.
  - b. Control re-entry.
  - c. Assist in damage assessment activities.

DRAFT

## Emergency Support Function 14

### Public Information

**ICS Function:** Key Staff Member Supporting the ICS Structure

**Primary:** Public Information Officer (PIO)

**Support:** PIO's from other Federal  
State and local jurisdictions agencies  
The private sector and non-governmental organizations

#### Purpose

To ensure that Emergency Public Information is effectively collected, monitored, managed and disseminated in a useful, timely and accurate manner to support the City's response and recovery to an emergency or disaster.

#### Situation & Assumptions

1. A disaster or emergency may be of such magnitude that the means of dispersing public information within the disaster area could be severely hindered or cease to function. Outside the disaster area, the demand for information concerning the emergency or disaster will be overwhelming.
2. Effective measures can be taken to enhance survival and minimize hardship during an emergency or disaster by providing emergency public information to the public.
3. When an emergency or disaster strikes, the Joint Information System (JIS) cannot always react in time to inform the public about the hazard and appropriate safety precautions. Therefore, it is important to inform the public before an emergency or disaster of hazards, protective actions and preparedness measures they can employ to reduce the impact of the emergency on themselves and their community.
4. The principal means by which emergency public information will be disseminated will include Emergency Alert System (EAS), television, radio, cable outlets, Facebook, Twitter, and the City web page ([www.syracuseut.com](http://www.syracuseut.com)). A back up means for public information may include vehicle public address systems and door-to-door contact during critical periods and in locations with life-safety incidents.
5. Special needs groups will be considered based on the ability of people to receive, act on, or understand emergency public information messages. These might include sight or hearing impairments, or custodial institutions such as schools.
6. Major emergencies or disasters create significant media interest that will bring out-of-state reporters, photographers and camera crews to an incident. This will create a heavy demand on the City, County and State structure requiring augmentation. External sources will be interested in major operations, devastation, high impact and human interest incidents.

## Syracuse City Emergency Operations Plan

7. The State of Utah Public Safety Public Information Officer Association can provide supplemental support staff for public affairs activities.
8. In the aftermath of a disaster, information is often erroneous, vague, difficult to confirm and contradictory.
9. In the aftermath of a disaster, there will be significant demand to know what volunteer resources are needed.

### **Concept of Operations**

1. The Syracuse City Public Information Officer coordinates the provision of appropriate emergency public information to ensure public safety and protection, and to provide useful and accurate information concerning the emergency to the public, including the media.
2. Efforts will be made to report positive and accurate information regarding emergency response to reassure the public that the situation is being dealt with, utilizing appropriate resources.
  - a. Education efforts will be directed toward increasing public awareness about hazards and how people can successfully deal with them.
  - b. Information and education efforts will rely on the cooperation of commercial media organizations, including both electronic newsgathering and print sources.
3. A Joint Information Center (JIC) may be established upon the recommendation of the Emergency Services Director or the Incident Commander, to coordinate multi-agency new releases and dissemination of public information. In some instances, it may become necessary for the Mayor or other designated public official to request activation of the Emergency Alert System (EAS) to provide information directly to the public.

### **Functional Responsibilities**

#### Emergency Management Director (City Manager)

- Provide authority for the release of local level information to the public.
- Appoint a Public Information Officer to coordinate the release of emergency public information and serve as a member of the policy section.

#### Public Information Officer

- Acts as a spokesperson for Syracuse City.
- Pre-establish a JIS to the extent possible to provide an organized, integrated, and coordinated mechanism to ensure the delivery of understandable, timely, accurate and consistent information to the public in a crisis. Include plans, protocols, and structures used to provide information to the public during an incident as described in the concept of operations above.
- Maintain an effective JIS during and following a crisis.
- Pre-plan and pre-coordinate with the local news media to establish a relationship and ensure assistance in disseminating emergency information. Maintain current and accurate media distribution lists.

## Syracuse City Emergency Operations Plan

- Pre-identify and train additional staff to support the emergency Public Information function.
- Represent and advise Incident Command of all public information matters relating to the management of the incident.
- Provide facilities where media representatives can be briefed. Whenever possible, facilities may provide telecommunications capabilities for media use. Ensure that no media information is released prior to appropriate coordination.
- Conduct news briefings on a regular basis or as events dictate. Handle media and public inquiries, emergency public information and warnings, rumor monitoring and response, media monitoring and other functions required to coordinate with appropriate authorities. Disseminate accurate and timely information related to the incident, particularly regarding information on public health, safety and protection.
- Ensure media (both print and electronic) are monitored for correct and consistent informational releases.
- Correct misinformation being disseminated by the media.
- Coordinate public information at or near the incident site and provide an on-scene link to the JIS. In a large-scale operation, coordinate with the on-scene or field PIO to function as a link to the JIC.
- Establish or assist in the establishment of a Joint Information Center (JIC) to coordinate emergency public information where multiple jurisdictions and/or agencies are involved in the emergency response and advise all involved of the Joint Information System (JIS). This facility would be in direct contact with the EOC, and may include information officers from other jurisdictions/agencies, and may be in conjunction with County, State and Federal information efforts.
- If multiple JICs are established, ensure communication with all of them on an ongoing basis.
- Develop accurate and complete information on the incident's cause, size and current situation, resources committed, needed volunteers and donations, evacuations, reentry, and other matters of general interest for release.
- Public awareness functions must be coordinated with the information and operational security matters that are the responsibility of the information and intelligence function within the ICS/EOC. This is particularly important when public awareness activities may affect information or operational security.
- Responsible for press releases on Syracuse City's website and social media.

## ESF 14 Appendix 01 Public Information

### Public Information Principles

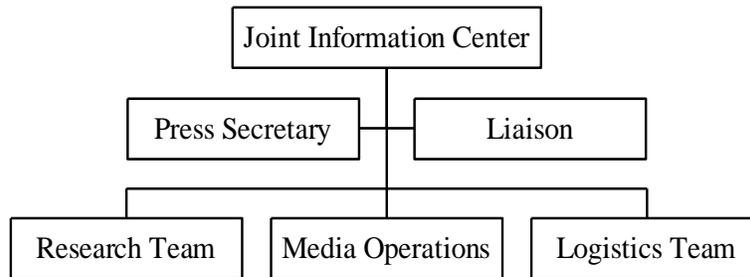
- 1. The PIO Supports the Incident Command.** Under the Incident Command System (ICS), the PIO is a key staff member supporting the Incident Command structure. The PIO represents and advises the Incident Command (IC) on all public information matters relating to the management of the incident. The PIO handles media and public inquiries, emergency public information and warnings, rumor monitoring and response, media monitoring, and other functions required to coordinate with appropriate authorities. She/he disseminates accurate and timely information related to the incident, particularly regarding information on public health and safety and protection. The PIO is also responsible for coordinating public information at or near the incident site and serving as the on-scene link to the Joint Information System (JIS). In a large-scale operation, the on-scene PIO serves as a field PIO with links to the Joint Information Center (JIC), which is typically colocated with the Federal, regional, State, local or tribal EOC tasked with the primary incident coordination responsibilities. The JIS provides the mechanism for integrating public information activities among JICs, across jurisdictions, and with private sector and non-governmental organizations.
- 2. Public Information Functions must be Coordinated and Integrated Across Jurisdictions and Across Functional Agencies; Among Federal, State, Local and Tribal Partners; and with Private Sector and Non-governmental Organizations.** During emergencies, the public may receive information from a variety of sources. The JIC provides a location for organizations participating in the management of an incident to work together to ensure timely, accurate, easy-to-understand, and consistent information to the public. The JIC comprises representatives from each organization involved in the management of an incident. In large or complex incidents, particularly those involving complex medical and public health information requirements, JICs may be established at various levels of government.
- 3. Organizations Participating in Incident Management Retain Their Independence.** Incident Commanders (ICs) and multiagency coordination entities are responsible for establishing and overseeing JICs including processes for coordinating and clearing public communications. In the case of Unified Command (UC), the departments, agencies, organizations or jurisdictions that contribute to the joint public information management do not lose their individual identities or responsibility for their own programs or policies. Rather, each entity contributes to the overall unified message.

## System Description and Components

1. **Joint Information System.** The JIS provides an organized, integrated, and coordinated mechanism to ensure the delivery of understandable, timely, accurate, and consistent information to the public in a crisis. It includes plans, protocols, and structures used to provide information to the public during incident operations. The JIS also encompasses all public information operations related to an incident, including Federal, State, local, tribal and private organization PIOs, staff and JICs established to support an incident. Key elements include the following:
  - Interagency coordination and integration;
  - Developing and delivering coordinated messages;
  - Support for decision-makers; and
  - Flexibility, modularity, and adaptability.
  
2. **Joint Information Center.** A JIC is a physical location where public affairs professionals from organizations involved in incident management activities can co-locate to perform critical emergency information, crisis communications, and public-affairs functions. It is important for the JIC to have the most current and accurate information regarding incident management activities at all times. The JIC provides the organizational structure for coordinating and disseminating official information. JICs may be established at each level of incident management as required. Note the following:
  - The JIC must include representatives of each jurisdiction, agency, private sector, and non-governmental organization involved in incident management activities.
  - A single JIC location is preferable, but the system should be flexible and adaptable enough to accommodate multiple JIC locations when needed. Multiple JICs may be needed for a complex incident spanning a wide geographic area or multiple jurisdictions.
  - Each JIC must have procedures and protocols to communicate and coordinate effectively with other JICs, as well as with other appropriate components of the ICS organization.

## Syracuse City Emergency Operations Plan

An example of a typical JIC organization is shown below:



The need for rapid dissemination of essential information during an emergency necessitates the effective functioning of the PIO. The PIO should use whatever means are available including, but not limited to radio, newspapers, television, electronic communications, mobile public address systems, and door-to-door contacts to disseminate emergency information.

Public information will also be disseminated to elected officials, emergency personnel in the field, and other City employees so they know what information and guidance is being released to the public.

### Special Groups

- In the event that public information needs to be translated, interpreters may be pre-identified by the PIO and coordinated through the EOC.
- Special instructions and provisions may be needed for schools, or other groups.

## **Annex A Evacuation**

|                      |                                                                                                                                                                                                  |                                                                                                                                                                      |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>ICS Function:</b> | Operations                                                                                                                                                                                       |                                                                                                                                                                      |
| <b>Primary:</b>      | Syracuse Police<br>Syracuse Fire                                                                                                                                                                 |                                                                                                                                                                      |
| <b>Support:</b>      | Syracuse Public Works<br>Davis County Health Dept<br>American Red Cross<br>Davis School District<br>Davis County Aging Services<br>Charitable Organizations<br>Utah Transit Authority<br>Finance | Davis County Sheriff<br>UDOT<br>Public Information Officer<br>District Coordinators<br>Logistics Section of EOC<br>Planning Section of EOC<br>City Attorney's Office |

### **Purpose**

To provide guidance for the relocation of citizens from life or health threatening hazards and to return them when the situation is again safe or normal. Planning for every situation needing evacuation and movement of people in Syracuse City is beyond the scope of this Annex. This annex will address broad objectives that will provide the greatest protection of life during emergencies or disasters in which evacuations are recommended. Planning for the transportation of emergency supplies, workers and equipment is addressed in ESF 1, Transportation.

### **Situation and Assumptions**

1. Emergency/Disaster conditions and hazards
2. An emergency or disaster is imminent or has occurred, and is of such magnitude that people must be evacuated to avoid the loss of life.
3. The opening of shelters and evacuation may be ordered at the same time.
4. During evacuations, the American Red Cross or other local social agencies may handle the housing of displaced persons.
5. Disaster response measures will compete for scarce personnel and equipment resources impacting the ability to implement evacuation operations.
6. Possible damage to roads, bridges and other transportation infrastructure will adversely impact the ability to evacuate people from incident areas.
7. Evacuation is a very labor intensive, time consuming process.
8. During an evacuation, citizens may be exposed to hazardous materials and situations.

9. Evacuation will include special populations (disabled individuals, schools, etc.)
10. Persons evacuated will not want to leave pets or livestock.

## **Concept of Operations**

### **General**

1. The responsibility for evacuations rests only with the chief executive officer (Mayor) or the police chief.. Any time the need arises to evacuate people, whether voluntarily or involuntarily, the police department should be notified so that proper measures can be taken to provide security at the evacuated sites.
2. Evacuation of people from incident areas to prevent injury/death is sometimes an appropriate protective action. These areas may include those directly affected and those that may be potentially affected by the event. Consideration must be given to the potential safety gained by moving the people as opposed to the risk posed by the hazard, the warning time available and the time and resources available to evacuate.
3. Involuntary Evacuations - Evacuations are the subject of special concern in circumstances where the process may not be completely voluntary. Many types of disasters can create the need for evacuation. In some cases, life is threatened so imminently that evacuations must be ordered and enforced. In the event Involuntary Evacuations are necessary, they will be conducted in compliance with Utah Code 53-2a-205 (see Annex A Appendix 3). Individuals who refuse to comply with an order to evacuate may be subject to the provisions in Utah Code 76-8-317 (see Annex A Appendix 3).
4. Voluntary Evacuations - In most cases, such as bomb threats, where there is only a threat of danger, the decision to evacuate is usually left up to the property owner or manager.
5. Situations will occur in which sheltering in place will be the safest option.
6. Evacuation is to be considered a round-trip process. Immediate planning should include keeping people informed as they are being evacuated, and a plan in place to support their return.

### **Primary Resources**

1. The Utah Transit Authority and Davis County School District are the primary resources for transportation to assist with the movement of evacuees.
2. The American Red Cross (ARC) is the primary resource for establishing shelters. The ARC has made pre-plans with the Davis County School District and others to provide sheltering locations. High Schools and Junior High Schools usually make good shelters because they have fully operating kitchens and shower facilities.

## Procedures

1. Direction and control of evacuation is exercised primarily on-scene. Incident commanders (ICs) are usually the first to determine that an evacuation is necessary.
2. If the evacuation is small in nature, the IC may order the evacuation by any means necessary, using local law enforcement officers to affect the order. In these situations, it is the responsibility of the IC to notify the American Red Cross (ARC) for possible sheltering and food needs and to take care of other concerns relating to the evacuation within their command structure.
3. A decision for mass evacuation due to a local disaster or emergency should be made by the Mayor, with power vested by resolution from local elected officials. In order to assure the orderly and safe movement of evacuees, Syracuse City should provide:
  - a. Evacuation routes with emergency signs, traffic control devices, and barricades around the unsafe areas.
  - b. Emergency transportation as needed during the evacuation and return period with special provisions for disabled and injured persons. In addition, in accordance with City, County and State authorization, provisions should be considered for wrong-side roadway travel to double capacity.
  - c. Coordination with the ARC for facilities that may serve as temporary shelters, and for food provisions that will sustain evacuees during the crisis period (refer to ESF 6).
  - d. Emergency medical services to all injured evacuees in the disaster area as well as along evacuation routes and within shelters.
  - e. Coordination with other volunteer organizations such as churches and other public service organizations. Physical considerations of evacuation are outlined in this and other ESFs (i.e. mass care, transportation, etc.)
4. Social processes and economic consequences should also be considered. A local state of emergency declaration may be necessary to facilitate implementation, acquire resources and enforce the evacuation process.
5. The actual message to citizens requesting that they evacuate should be clear, concise and contain specific information as to the hazard and the specific risk, where citizens are supposed to go, what routes they should take and what provisions have been made for shelter. Experience suggests that people react better to messages from a recognized authority such as the police chief and city executives, and if they are told what to do, not what not to do.

## Syracuse City Emergency Operations Plan

6. It should be anticipated that people hesitate to evacuate and will seek confirmation of the evacuation request from neighbors, friends and relatives. Research has shown that when there are incentives provided to people to encourage them to leave, evacuation orders are more effective. These incentives include:
  - a. A recognized authority should make the evacuation request.
  - b. Uniformed personnel should make individual or group contact.
  - c. Information should be provided as to the exact nature of the threat.
  - d. The evacuation request should be disseminated from multiple sources (media) and using multiple means if possible.
  - e. Assurances should be provided, if possible, for security of personal property.
  - f. Provisions for alternative emergency transportation means and routes should be provided, if needed.
  - g. Provisions for reducing family separation anxiety, such as information about schools (if involved) should be considered.
  - h. Instructions for the evacuation or disposition of pets and livestock must be provided.
  - i. Provide information as to what exactly is expected of the citizens in the threatened area.
  - j. Ensure that all public information releases (PIO) are accurate and consistent.
7. If evacuation is necessary across multiple city or county jurisdictions, the request should be coordinated with the Davis County EOC and the State Division of Emergency Services. The incident commander (IC) will need to provide DCEOC/DES with the nature of the threat, size of the area needing evacuation, jurisdictions involved, and the expected duration.
8. Limited evacuations directed by the City at the request of an IC should be coordinated with the Davis County EOC. The IC and local official ordering a limited evacuation may also suspend or end the evacuation.
9. Provisions for evacuation of special populations, pick-up points for people without private transportation, support to evacuees, referral for relatives, or re-entry into evacuated area will be coordinated by the IC staff or appropriate section of the City EOC (if activated).
10. It is ARC policy that pets (other than assistance animals such as seeing-eye dogs) will not be allowed in shelters. However, people will want to bring their pets with them if they are asked or ordered to evacuate. People evacuating with pets should be encouraged to bring their own method of confinement and control for pets (such as a travel container for small animals and leashes for dogs). Additionally, supplies of food, water and medicines for pets should also be packed so that pets may be kept in automobiles or in designated areas outside of the shelter. Syracuse City will endeavor to work with the humane society of Utah (801-261-2919) to deal with pet concerns.

## Syracuse City Emergency Operations Plan

11. Communicate evacuation information to District Coordinators, so they can in turn coordinate with citizens in their corresponding areas and neighborhoods. The Syracuse CERT Responders have divided the City into geographic districts, areas and neighborhoods. Districts and areas use the same geographic boundaries as LDS stakes and wards within the City. District coordinators and the Syracuse EOC will maintain contact to determine needs and resources of citizens during an emergency.
12. In certain circumstances, attempting to evacuate people may expose them to more risk than if they stay where they are. In circumstances involving hazardous materials, residents may, if equipped, take measures to seal up their residences or business office. This strategy is called “shelter-in-place” and involves closing and sealing windows and doors, shutting off any external ventilation intakes, moving to an interior room and waiting the situation out. The decision to recommend evacuation or shelter in place must be a coordinated decision and recommendation by all appropriate agencies.
13. Continuing official information concerning the threat and the likely duration of the evacuation, and security measures for personal property must be provided to evacuated citizens. Accurate lists of evacuated persons and their location is a high priority for family members outside the evacuation area.

### **Functional Responsibilities**

#### Syracuse Police Department

1. Determine the need for evacuation and movement of citizens (work with FD).
2. Establish necessary limited traffic flow routes for evacuations.
3. Determine location of evacuation shelters.
4. Manage the evacuation warning and notification.
5. Provide traffic and crowd control.
6. Coordinate the removal of stalled vehicles and equipment from evacuation routes.
7. Coordinate the identification and marking of evacuation routes.
8. Provide for security in evacuation areas as needed.
9. Establish relief and shift schedules for law enforcement personnel and mobilize auxiliary forces and make assignments if necessary.

#### Syracuse Fire Department

1. Assist Police Department with evacuation and movement of citizens.
2. Assist with evacuation warning and notification.
3. Provide technical information relative to the decision to evacuate or shelter in place.
4. Ensure that personnel are aware of established limited evacuation routes.
5. Designate fire personnel and equipment, as available, at each evacuation center, feeding facility and the EOC.
6. Assist with coordination of crowd and traffic control.

## Syracuse City Emergency Operations Plan

7. Transport patients as needed during evacuation proceedings.
8. Organize health, medical, and first aid teams to handle injured evacuees.

### Syracuse Public Works

1. Prepare procedures and resources for supporting traffic control during the evacuation. Assist with marking evacuation routes with traffic direction signs. Deploy traffic control signs and barricades, and provide operational control of traffic signals.
2. Support the law enforcement effort by keeping roads, bridges, etc., open and free of obstruction.
3. Provide information to operations and the PIO about road conditions.

### Mass Care Group Supervisor – Operations Section of EOC

1. Develops the shelter/mass care program in coordination with the American Red Cross.

### American Red Cross of Northern Utah

1. Open and staff reception centers and shelters. Will provide shelter information to and coordinate with the Logistics Shelter Officer in the EOC.
  - a. Coordinate and support evacuation of special populations.
  - b. Provide for the sanitation requirements at shelters.

### City Attorney

1. Provide legal support for the Emergency Operations Director and EOC staff for decisions regarding evacuation.

### Public Information Officer

1. Prepare information referencing sheltering-in-place and evacuation as needed for print and release to all media.
  - a. Prepare and disseminate appropriate information to inform all residents of the City.
  - b. Notify special populations through special efforts such as call down lists or other predetermined warning methods.

### Planning Section of EOC – Resources Unit

1. Arrange for communications equipment and personnel for each evacuation, feeding and emergency medical center. The Police and Fire Departments will provide communications initially, but need to be relieved of this responsibility as soon as possible.

### Utah Transit Authority

1. Provide emergency transportation services.
  - a. Support public safety operations/responders.
  - b. Transport ambulatory and non-ambulatory victims to hospitals or other care shelters.
  - c. Provide a “mobile shelter” at emergency scene for victims and responders.

## Syracuse City Emergency Operations Plan

### Davis County School District

1. Provide sheltering (in coordination with the ARC) and transportation during an emergency.
  - a. Provide school busses as temporary shelters during an emergency.

### Davis County Health Department

1. Manage all health and medical resources during their evacuation.
2. Organize health, medical, and first aid teams to handle injured evacuees.
3. Provide for the sanitation requirements at shelters.

### Finance

1. Serve as Chief Advisor to the Emergency Operations Director on purchase agreements and procurement during an evacuation period.

### Aging Services

1. Provide information to EOC concerning those needing assistance with evacuation or other needs.
2. Prioritize the above-mentioned needs.
3. Coordinate the evacuation with the EOC.
4. Maintain an accountability list of those assisted.
5. Provide vans – if available.

### Transportation Officer – Logistics Section of the EOC

1. Maintain an inventory and call list of mass transit resources, such as school buses, to provide a source for those not having transportation.
2. Coordinate with UTA in designating open traffic routes.
3. Alert and mobilize mass transportation resources to assist in evacuation of disaster area if required.
4. Provide appropriate transportation for the return of evacuees to their residence.
5. Arrange for trucking assistance for equipment response as needed.
6. Assist with the transportation of food and life-support supplies to disaster sites and shelters.

### District Coordinators

1. Provide status concerning status of citizens within their district.
2. Provide a means of communication to citizen's residing within their district.

### Charitable and Volunteer Organizations

1. With prior coordination with ARC, staff or assist with shelters.
2. After coordination with the EOC and ARC, assist with evacuations of special populations or other needs.
3. After prior coordination with Davis County Animal Control, establish and operate pet or other animal shelters.

DRAFT

## Annex A Appendix 1

### Traffic Control for Mass Evacuation

#### **Traffic Flow During Mass Population Evacuation**

##### General Traffic Flow

1. All evacuees will travel on 1000 West and 2000 West streets to State Road 193, then North using surface streets. They will receive specific directions based on the location of receiving areas.
2. Traffic control stations, and roadblocks will be established to control traffic flow and handle emergencies.
3. Unplanned northbound and other intra-county traffic should be kept off the routes described above and diverted to other routes until the evacuees have reached their host destinations.

##### Traffic Operations

1. The Davis County EOC will notify the receiving County EOC when the evacuating traffic begins to move toward their county.
2. Traffic control stations will be established and manned by law enforcement personnel. County Public Works and the Department of Transportation District 1 and 2 will erect the appropriate directional signs, barricades and roadblocks to channel the evacuees to their destinations and to prevent unplanned vehicles from impeding evacuee traffic flow.
3. Assistance to stalled vehicles or other emergencies will be coordinated through the appropriate dispatch centers.

Annex A Appendix 2

Evacuation Resources

Davis School District Buses

# Available: \_\_\_\_\_

Average Capacity: \_\_\_\_\_

Utah Transit Authority

# Available: \_\_\_\_\_

Average Capacity: \_\_\_\_\_

Aging Services

# Vans: \_\_\_\_\_

Average Capacity: \_\_\_\_\_

## Annex A Appendix 3

### Evacuation Orders

**53-2a-205. Authority of chief executive officers of political subdivisions -- Ordering of evacuations.**

(1) (a) In order to protect life and property when a state of emergency or local emergency has been declared, the chief executive officer of each political subdivision of

the state is authorized to:

(i) carry out, in the chief executive officer's jurisdiction, the measures as may be ordered by the governor under this part; and

(ii) take any additional measures the chief executive officer may consider necessary, subject to the limitations and provisions of this part.

(b) The chief executive officer may not take an action that is inconsistent with any order, rule, regulation, or action of the governor.

(2) When a state of emergency or local emergency is declared, the authority of the chief executive officer includes:

(a) utilizing all available resources of the political subdivision as reasonably necessary to manage a state of emergency or local emergency;

(b) employing measures and giving direction to local officers and agencies which are reasonable and necessary for the purpose of securing compliance with the provisions of this part and with orders, rules, and regulations made under this part;

(c) if necessary for the preservation of life, issuing an order for the evacuation of all or part of the population from any stricken or threatened area within the political subdivision;

(d) recommending routes, modes of transportation, and destinations in relation to an evacuation;

(e) suspending or limiting the sale, dispensing, or transportation of alcoholic beverages, explosives, and combustibles in relation to an evacuation, except that

the chief executive officer may not restrict the lawful bearing of arms;

(f) controlling ingress and egress to and from a disaster area, controlling the movement of persons within a disaster area, and ordering the occupancy or evacuation

of premises in a disaster area;

(g) clearing or removing debris or wreckage that may threaten public health, public safety, or private property from publicly or privately owned land or waters, except

that where there is no immediate threat to public health or safety, the chief executive

officer shall not exercise this authority in relation to privately owned land or waters

unless:

- (i) the owner authorizes the employees of designated local agencies to enter upon the private land or waters to perform any tasks necessary for the removal or clearance; and
  - (ii) the owner provides an unconditional authorization for removal of the debris or wreckage and agrees to indemnify the local and state government against any claim arising from the removal; and
  - (h) invoking the provisions of any mutual aid agreement entered into by the political subdivision.
- (3) (a) If the chief executive is unavailable to issue an order for evacuation under Subsection (2)(c), the chief law enforcement officer having jurisdiction for the area may issue an urgent order for evacuation, for a period not to exceed 36 hours, if the order is necessary for the preservation of life.

**76-8-317. Refusal to comply with order to evacuate or other orders issued in a local or state emergency -- Penalties.**

(1) A person may not refuse to comply with an order to evacuate issued under this chapter or refuse to comply with any other order issued by the governor in a state of an emergency under Section 53-2a-204 or by a chief executive officer in a local emergency under Section 53-2a-205, if notice of the order has been given to that person.

(2) A person who violates this section is guilty of a class B misdemeanor.  
Amended by Chapter 295, 2013 General Session



# COUNCIL AGENDA

July 8, 2014

Agenda Item “g”                      Discussion regarding potential fireworks restrictions.

### *Factual Summation*

- Any question regarding this agenda item may be directed at Fire Chief Froerer.
- Please see attached Memorandum and Supporting documentation provided by Chief Froerer.
- ‘In 2012 and 2013 the Fire Chief recommended restrictions of fireworks in designated areas of the city over the July 24<sup>th</sup> holiday. So far this year we have not seen the extreme drying and high temperatures of previous summers to date. The Fire Chief is not proposing any restrictions of fireworks discharge for the upcoming holiday, other than the for the use of unauthorized fireworks already prohibited. We encourage responsible use of fireworks, with an advisory that residents do not use fireworks near dry grass or agricultural crops. Instead we encourage residents to choose an alternate location, including Rock Creek Park, Centennial Park, Founders Park and Bluff Ridge Park.’

**RESOLUTION NO. 14-25**

**A RESOLUTION PROHIBITING THE USE OF AERIAL FIREWORKS,  
WITHIN SPECIFIED AREAS IN THE CITY**

**Whereas**, local fire officials are authorized to enforce the state fire code, pursuant to Utah Code Annotated § 53-7-104; and

**Whereas**, Eric Froerer has been duly appointed as a local fire official as Fire Chief for Syracuse; and

**Whereas**, Syracuse has defined “hazardous environmental conditions” as “extreme dryness or lack of moisture, windy conditions, the presence of dry weeds and other vegetation and any combination thereof” pursuant to Municipal Code §7.25.020; and

**Whereas**, Fire Chief Eric Froerer has determined that hazardous environmental conditions in Syracuse necessitate controlled use fireworks in accordance with Utah Code Annotated §15A-5-202(3)(b).

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

**Section 1. PURPOSE.** This resolution prohibits the ignition or use aerial fireworks in lines, areas, and zones where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose.

**Section 2. DEFINITIONS.** “Aerial Fireworks” means fireworks that are designed to travel greater than 15 feet but not to exceed 150 feet into the air and then explode.

“Fireworks” shall have the same meaning as found in Title 53, Chapter 7 of the Utah Code.

**Section 3. AREAS AFFECTED.** The attached map and description identify the areas subject to this prohibition.

**Section 4. PUBLIC NOTICE.** The municipality shall immediately post copies of the prohibition in at least three public places within the City/town; post a copy of the order on the official municipal website; inform all local news media outlets of the order and provide a copy of the order thereto. All postings shall include the attached map and area descriptions.

**Section 5. PENALTY.** This resolution shall constitute an order of the Fire Chief in accordance with Municipal Code Title 7, Chapter 5. Any person who violates this order is guilty of an offense as indicated in §7.05.070.

**Section 6. REPEAL AND SEVERABILITY.** If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

**Section 7. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and shall be in effect until       .

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8<sup>th</sup> DAY OF JULY, 2014.**

**SYRACUSE CITY**

ATTEST:

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

By: \_\_\_\_\_  
Terry Palmer



**SYRACUSE CITY**  
**Syracuse City Council Regular Meeting Agenda**  
**July 8, 2014 – 7:00 p.m.**  
City Council Chambers  
Municipal Building, 1979 W. 1900 S.

1. Meeting called to order  
Invocation or thought  
Pledge of Allegiance  
Adopt agenda
2. Presentation of the Syracuse City and Wendy's "Award for Excellence" to Hailey Cuppett and Pearce Mayce.
3. Citizen Recognition: Letter of Appreciation for Bryson Rowley's efforts to stop a high-speed chase within Syracuse City.
4. Citizen Recognition: Hometown Heroes Emily and Noelle Thorstensen.
5. Approval of Minutes:
  - a. Work Session Meeting of May 27, 2014
  - b. Work Session Meeting of June 10, 2014
  - c. Special Meeting of June 10, 2014
  - d. Regular Meeting of June 10, 2014
  - e. Special RDA Meeting of June 10, 2014
  - f. Special MBA Meeting of June 10, 2014
  - g. Work Session Meeting of June 24, 2014
  - h. Special Meeting of June 24, 2014
6. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
7. Common Consent: Proposed Resolution R14-26 appointing Councilmembers Johnson and Peterson as liaisons to the Syracuse City Parks Advisory Committee.
8. Public Hearing: Appeal of Planning Commission land use decision - Stillwaters Treatment Counseling Home Occupation Conditional Application.
9. Accept or Deny Petition 2014-01 requesting the annexation into Syracuse City 57 acres of property located at approximately 3807 West 2700 South, and forward to City Recorder for certification.
10. Proposed Ordinance 14-17, Rezone request from A-1 Agriculture to R-1 Residential by Mark Sandberg, Trails Edge Subdivision located at 3348 W. & 3298 W. 700 S., 1.89 acres.
11. Authorize Administration to execute agreement amendment with Crown Castle for Founder's Park Cell Tower site.
12. Proposed Resolution R14-24 amending the Syracuse City Purchasing Policy.
13. Proposed Resolution R14-25 prohibiting the use of aerial fireworks within specified areas in the City. **(if necessary)**
14. Councilmember Reports
15. Mayor Report
16. City Manager Report
17. 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 4th day of July, 2014 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 July 4, 2014.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER



COUNCIL AGENDA

July 8, 2014

Agenda Item #2

Presentation of the Syracuse City and Wendy's "Award for Excellence" to Hailey Cuppett, Pearce Mayce, and Kylee Jackman.

Factual Summation

- Any questions regarding this item can be directed at CED staff. Please see the attached memos regarding the Award recipients for July 2014. Kylee Jackman was nominated for the Award in May, but was unable to attend the meeting. The documentation regarding her nomination is also included in the Council packet.

Recommendation

The Community & Economic Development Department hereby recommends that the Mayor and City Council present the "Syracuse City & Wendy's Award for Excellence to Kylee Jackman, Hailey Cuppett, Pearce Mayce.



Mayor
Terry Palmer

City Council
Brian Duncan
Craig Johnson
Karianne Lisonbee
Douglas Peterson
Larry D. Shingleton

Interim City Manager
Steve Marshall

MEMORANDUM

To: Mayor and City Council

From: Community & Economic Development Department

Date: July 8th, 2014

Subject: Presentation of the Syracuse City & Wendy's Award for Excellence to Hailey Cuppett and Pearce Mayce

Background

The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic Development, in conjunction with Jeff Gibson, present the recipients for the "Syracuse City & Wendy's Award for Excellence."

"Syracuse City & Wendy's Award for Excellence"

This monthly award recognizes the outstanding performance of a male and female who excel in athletics, academics, arts and/or community service. The following are the individuals selected for the award and the reasoning for their selection:

Hailey Cuppett

Hailey is a great all round athlete, but more importantly she displays a great attitude and sportsmanship. Hailey carries with her great leadership qualities that are noticed by opponents, teammates and spectators.

Pearce Lewis

Pearce has an incredible athletic ability, with an enormous upside. Pearce is always up for a challenge and he continually leads by example. His coaches and teammates loved having him on their team.

- Nominated by Chad Smout and coaches for Syracuse Parks and Recreation

Both students will:

- Receive a certificate and be recognized at a City Council meeting
- Have their picture put up in City Hall and the Community Center
- Have a write up in the City Newsletter, Facebook, Twitter, and website
- Be featured on the Wendy's product TV
- Receive \$10 gift certificate to Wendy's

Recommendation

The Community & Economic Development Department hereby recommends that the Mayor and City Council present the "Syracuse City & Wendy's Award for Excellence" to Hailey Cuppett and Pearce Lewis.



Mayor
Terry Palmer

City Council
Brian Duncan
Craig Johnson
Karianne Lisonbee
Douglas Peterson
Larry D. Shingleton

Interim City Manager
Steve Marshall

MEMORANDUM

To: Mayor and City Council

From: Community & Economic Development Department

Date: May 13, 2014

Subject: Presentation of the Syracuse City & Wendy's Award for Excellence to Kylee Jackman

Background

The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic Development, in conjunction with Jeff Gibson, present the recipients for the "Syracuse City & Wendy's Award for Excellence."

"Syracuse City & Wendy's Award for Excellence"

This monthly award recognizes the outstanding performance of a male and female who excel in athletics, academics, arts and/or community service. The following are the individuals selected for the award and the reasoning for their selection:

Kylee Jackman

Kylee is diligent in completing all her school work with accuracy and precision. She asks for clarification when she is confronted with confusing information or directions, Kylee not only excels in her school work but has extended that learning outside the classroom in the performing arts. She was recently able to dance in New York. Kylee is also very respectful of those around her. She has the skill to encourage her classmates to do their best as well.

Recommendation

The Community & Economic Development Department hereby recommends that the Mayor and City Council present the "Syracuse City & Wendy's Award for Excellence" to Kylee Jackman.



COUNCIL AGENDA

July 8, 2014

Agenda Item # 3

Citizen Recognition: Letter of Appreciation for Bryson Rowley's efforts to stop a high-speed chase within Syracuse City.

Factual Summation

- Any question regarding this agenda item may be directed at Police Chief Atkin.
- Please see attached letter of appreciation provided by Chief Atkin.

June 28, 2014

Bryson Rowley
1066 North 3350 West
Syracuse, Utah 84075

Re. Letter of Appreciation

Mr. Rowley,

On May 31, 2014, you were in Founder's Park when you noticed a white vehicle driving recklessly through the park. There were people in the park, including several juveniles, and the driver's actions placed these people in danger. As a concerned and aware citizen, you made the decision to get involved in this incident to protect the lives of others. You positioned your vehicle at the entrance to the park in case this motorist returned to the area. Seconds later, the motorist returned at a high rate of speed and collided with your vehicle. Your decision to get involved ended a dangerous situation and protected citizens and their children from potential harm.

Syracuse Police Department recommends that all citizens attempted to be good witnesses during the commission of a crime; however, there are times when citizens find themselves in a position where they must make a decision to become a justifiably involved participant. On behalf of a grateful community, we would like to thank you for your courageous actions.

Sincerely,

Terry Palmer
Mayor

Garret Atkin
Police Chief



COUNCIL AGENDA

July 8, 2014

Agenda Item # 4

Citizen Recognition: Hometown Heroes, Emily and Noelle Thorstensen

Factual Summation

- Any question regarding this agenda item may be directed at Fire Chief Froerer.
- Please see attached Memorandum and Supporting documentation provided by Chief Froerer.
- ‘Hometown Heroes Emily and Noelle Thorstensen were on their paper delivery route early on the morning of June 5, 2014. Noelle heard a sound from the home of Robert Calder, who had fallen late the previous night and was unable to get up. The sound turned out to be Mr. Calder’s faint cry for ‘help.’ Noelle and Emily were able to access Mr. Calder and set things in motion to get him the help he needed. We recognize Noelle Thorstensen for her keen sense of awareness, and Emily for being willing to get involved in a life-saving event.’



COUNCIL AGENDA

July 8, 2014

Agenda Item #5

Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meetings:
 - a. Work Session Meeting of May 27, 2014
 - b. Work Session Meeting of June 10, 2014
 - c. Special Meeting of June 10, 2014
 - d. Regular Meeting of June 10, 2014
 - e. Special RDA Meeting of June 10, 2014
 - f. Special MBA Meeting of June 10, 2014
 - g. Work Session Meeting of June 24, 2014
 - h. Special Meeting of June 24, 2014

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

Minutes of the Syracuse City Council Work Session Meeting, May 27, 2014

Minutes of the Work Session meeting of the Syracuse City Council held on May 27, 2014, at 7:00 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Mike Gailey
Craig A. Johnson
Karianne Lisonbee

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

Excused: Councilmember Douglas Peterson

City Employees Present:
Finance Director Steve Marshall
Public Works Director Robert Whiteley
City Attorney Clint Drake
Parks and Recreation Director Kresta Robinson
Community Development Director Sherrie Christensen
Police Chief Garret Atkin
Fire Chief Eric Froerer

The City Council participated in a site visit prior to convening the Work Session meeting at 7:00 p.m. The site visit was held at the Jensen Park Pump House, 3176 South Bluff Road, at 6:00 p.m. The purpose of the site visit was to tour and receive information regarding the Pump House and Syracuse City irrigation service.

The purpose of the Work Session was to receive public comments; receive an update regarding the Farmer's Market; discuss a lease agreement addendum for the Rock Creek Park cell tower; review a request for assistance from West Point City on construction of the 200 South trail; have a budget discussion regarding employee recruitment and retention policy and employee compensation plan; and discuss Council business.

[7:02:22 PM](#)

Public Comments

TJ Jensen addressed the item on tonight's agenda regarding the request for the City to participate in the 200 South trail project. He stated the trail is part of the City's trails master plan and this project would help to further connectivity of local trail systems in the area.

[7:03:51 PM](#)

1 **Farmer's Market update**

2 A memo from the Community Development Director explained that previously the Farmer's Market has been
3 operated by the Museum Board. When the board determined they could no longer operate the market, it was given to RC
4 Willey to host. They have been hosting it for the past few years on Saturdays in their parking lot. The success and popularity
5 of the market has waned and RC Willey has determined that they no longer intend to host the market and has turned it back to
6 the City. Staff views the market as a strategic key to the economic development activity in the City and also a key to creating
7 branding opportunity for the City. We see the market as a way to build community pride in Syracuse. Staff has analyzed past
8 markets and has developed a strategy to revitalize the market in an effort to draw vendors to the market and citizens to shop
9 at the market. Attached is a summary of the proposed Farmer's Market Strategy. Staff is requesting support from the Council
10 to continue developing and supporting the Farmer's Market.

11 Community Development Director Christensen reviewed her staff memo.

12 [7:10:29 PM](#)

13 Council discussion regarding the proposal began and there was a focus on parking availability at the City Museum
14 and the cost for vendors to participate in the Farmer's Market. Ms. Christensen indicated if 10 vendors commit to participate
15 in the event for the entire season, their booth rental fees will cover the costs of the requested part-time employee.
16 Councilmember Johnson inquired as to the reason for the \$3,000 requested in addition to the part-time employee cost. Ms.
17 Christensen stated that will be the operating budget for the Farmer's Market and will cover signage and other materials
18 needed. General discussion regarding the proposal ensued; Councilmember Gailey expressed his support for the proposal
19 while Councilmembers Duncan, Johnson, and Lisonbee voiced their concerns about the event being under the control of the
20 City and funded by taxpayer dollars. Ms. Christensen stated her goal is for the event to be self-sufficient. Councilmember
21 Johnson stated when the City takes responsibility for an event that can drive volunteers away from participating.
22 Councilmember Duncan suggested that farmers in the community be approached and that they be asked to oversee the
23 management of the event with minimal participation from the City. Mayor Palmer stated he is supportive of volunteer
24 participation in the event as well. Ms. Christensen suggested that the City get the event up and running this year and turn it
25 over to volunteers or a single volunteer coordinator next year. Councilmember Gailey stated that many local businesses
26 would benefit from what Ms. Christensen is proposing and this is an opportunity for the City to prove that it is, in fact,
27 business friendly. He feels the investment into the event will pay off for the City. Councilmember Duncan stated people

1 become more invested in an event if they 'have skin in the game' and he continued to suggest that local farmers or other
2 volunteers be asked to oversee the event. Councilmember Lisonbee offered suggestions for making the event better, with a
3 focus on the night of the week that the event is scheduled to take place; she indicated a number of City residents have other
4 commitments on Wednesday nights and it may be difficult to attract vendors and patrons. Councilmember Duncan added
5 that he has a concern about the types of vendors that will locate at the Farmer's Market; he wondered if allowing vendors
6 who sell goods rather than actual produce will turn the event into a bazar rather than a farmer's market. Councilmember
7 Lisonbee then asked if it is absolutely necessary to hire an employee to oversee the event or of the duties that employee
8 would have been responsible for could be assigned to a volunteer. Ms. Christensen stated she suggested that the event be
9 overseen by an employee simply to provide continuity to the vendors; the duties could be handled by a volunteer, but it may
10 be necessary to compensate that person in order for them to take ownership of overseeing the event. She stated she believes
11 it will be possible to make the event self-sufficient and generate enough money in booth rental to cover the wages of the
12 employee; she believes the event will become a community event and it can then be turned over to a volunteer or volunteer
13 group. She stated she feels that if the City does not take ownership of the event it will die. She indicated local vendors will
14 be given first preference when considering booth rental and there will be a limit on the number of similar types of vendors,
15 such as vendors selling Do Terra Oils. Mayor Palmer stated if the citizens want the event he believes the City should provide
16 it and if it is possible to generate enough money through booth rental to cover the costs associated with the event, he would
17 support it. Councilmember Duncan agreed, but wondered how much the City will be subsidizing the event. Councilmember
18 Gailey stated he feels the City will experience an increase in sales tax revenues due to the event, similar to what occurs
19 during the week of Heritage Days in June. Councilmember Johnson asked if staff would be willing to give up the event if it
20 becomes a success. Ms. Christensen answered yes. The discussion concluded with the Council indicating they are
21 comfortable with the event moving forward on a one-year trial basis to be revisited next spring. Councilmember Gailey
22 commended City Planner Steele for his work to revive the event.

23
24 [7:37:07 PM](#)

25 **Lease Agreement Addendum – Rock Creek Park Cell Tower**

26 A memo from Community Development Director Christensen explained the City has been approached by Verizon
27 Wireless about co-locating on the existing cell tower at Rock Creek Park. The cell tower is owned by Crown Castle for which

1 they pay the City a lease. The current lease requires any carrier that co-locates to enter into a lease with the City as well. Staff
2 has reviewed lease and would prefer to have only one carrier pay the City per tower. Crown Castle has agreed to an
3 amendment to the lease in which they would pay the city a per carrier fee for each additional carrier that co-locates on the
4 tower. Staff is currently negotiating the per carrier fee and will have a draft for discussion at the work session meeting.

5 Community Development Director Christensen reviewed her staff memo.

6 [7:38:33 PM](#)

7 Council discussion regarding the item commenced, with a focus on the standard lease rate for this type of
8 arrangement. Finance Director stated he has seen lessee's pay anywhere from \$300 to \$2,000 per month based on location
9 and the style of the antenna used. After a brief discussion regarding the proposed lease rate, the Council directed Ms.
10 Christensen to counter-offer and request \$500 per month per co-locator from Crown Castle.

11

12 [7:40:58 PM](#)

13 **Request for assistance from West Point City on Construction of 200 South Trail**

14 A memo from the City Manager explained West Point City was awarded a \$367,000 federal grant through WFRC
15 for a paved trail project from 2000 W to the Emigration Trail (4000 W) along 200 North, based on an estimated total project
16 cost of \$393,650. West Point City is obligated to pay a 6.77% match, which amounts to \$26,650. Since the grant award, the
17 construction cost has increased by an estimated \$60,000, making the total cost estimate at \$453,650. West Point paid the full
18 cost for the Environmental Impact Statement (EIS). Since approximately 15% of the trail is located in Syracuse, West Point
19 has reached out to us to see if we would be willing to share in some of the cost. Since 15% of the trail is in Syracuse,
20 Administration feels that an equitable cost sharing amount would be 15% of the total municipal investment (West Point +
21 Syracuse). The total municipal amount equals \$101,650:

- 22
- \$26,650 Grant Match
 - \$60,000 New Cost Estimate Overage
 - \$15,000 EIS
 - **\$101,650 Total**
- 23
- 24
- 25

1 Fifteen percent of the total municipal amount equals \$15,250, which is the staff recommendation. City
2 Administration feels in the spirit of cooperation across municipal boundaries that this is a good project that will provide a
3 great benefit to Syracuse residents at a minimal cost. The source of funding would be the park impact fee fund.

4 Mr. Bovero reviewed his staff memo.

5 [7:45:25 PM](#)

6 Council discussion began with a review of the map of the area around the proposed trail and Councilmember
7 Lisonbee inquired as to whether eminent domain will be used for this project; she indicated she would not support the
8 project if such property taking method will be used. Mr. Bovero stated he did not believe eminent domain would be used,
9 but he could follow up to ensure that is the case.

10 Councilmember Gailey inquired as to how the trail would interact with commercial developments that have been
11 proposed recently. Ms. Christensen stated the trail would run along the northern border of the future commercial area. There
12 was a brief discussion regarding how the trail would interact with the future State Road 193 extension, with Mr. Bovero
13 noted the entire length of the trail would north of the future road.

14 Councilmember Duncan asked if the City will be responsible to maintain the portion of the trail that runs through
15 Syracuse City. Mr. Bovero answered no and indicated West Point City has committed to handle future maintenance; the City
16 is asked to pass a resolution committing 15 percent of the municipal participation in the cost. The Council concluded they
17 would support the effort as long as eminent domain will not be used for the project. Mr. Bovero stated he will add a
18 resolution to the next Council business meeting agenda to formalize Council approval of the request.

19

20 [7:49:23 PM](#)

21 **Budget discussion**

22 A staff memo from the City Manager explained as stated in the draft Recruitment and Retention Policy, a 3-5 year
23 compensation plan will be adopted. This plan is also referred to in the City's Personnel Policies and Procedures Manual.
24 The City's Recruitment & Retention Policy outlines the "what" we are trying to accomplish and "why". The Compensation
25 plan is one of the components that will outline the "how". Please see the attached salary benchmark study and proposed
26 wages scale for fiscal year 2014 - 2015. Included in the packet are the current wage scale, the proposed wage scale, and the
27 salary benchmark study. Any questions regarding this item can be directed at City Manager Brody Bovero or Finance

1 Director Steve Marshall. The City performed a comprehensive salary benchmark study with surrounding cities. This
2 benchmark was performed to compare salary ranges against other cities that compete in our employment market. Here is a
3 list of cities that were benchmarked. If we did not get at least 10 benchmark results from the main list, we pulled information
4 from the alternative benchmark listing below until we were able to get a minimum of 10 benchmark comparisons for each
5 position.

6	▪ Farmington	17	▪ Roy
7	▪ Woods Cross	18	▪ Clearfield
8	▪ West Point	19	▪ Layton
9	▪ South Ogden	20	▪ Bountiful
10	▪ North Ogden	21	▪ North View Fire
11	▪ Riverdale	22	Department
12	▪ Washington Terrace	23	▪ North Davis Fire
13	▪ North Salt Lake	24	Department
14	▪ Kaysville	25	▪ South Davis Metro Fire
15	▪ Clinton	26	Department
16	▪ Centerville	27	▪ Weber Fire District

28 Alternative Benchmark Cities

29	▪ Herriman	37	▪ Springville
30	▪ American Fork	38	▪ Highland
31	▪ Midvale	39	▪ Holladay
32	▪ Payson	40	▪ Spanish Fork
33	▪ Pleasant Grove	41	▪ Riverton
34	▪ Cottonwood Heights	42	▪ Brigham City
35	▪ Eagle Mountain	43	▪ Tooele
36	▪ Saratoga Springs		

44 Staff compiled the revised wage scale based on the results of our benchmark study. Almost all the positions in the
45 wage scale were adjusted based on our benchmark study. Most of the adjustments were minor. There are a total of 10-12

1 positions in which the bottom end of the scale need to be increased. The total impact of the benchmark study and wage scale
2 adjustments is approximately \$31,500, which includes benefits. This amount has already been included in the tentative
3 budget approval that was presented to the City Council on the May 13, 2014 meeting. Staff recommends the Council
4 authorize placement of the proposed fiscal year 2014 – 2105 wage scale on the June 10, 2014 meeting for approval. An
5 additional staff memo introduced the Recruitment and Retention Policy, a 3-5 year compensation plan. This plan is also
6 referred to in the City’s Personnel Policies and Procedures Manual. The City’s Recruitment and Retention Policy outlines
7 the “what” we are trying to accomplish and “why”. The Compensation plan is one of the components that will outline the
8 “how”.

9 Mr. Marshall first reviewed the process to adopt a final budget for the upcoming fiscal year (FY); he noted the City
10 has a budget surplus and it is necessary to determine how that surplus should be used. Councilmember Duncan stated he
11 would like to commission an efficiency audit for the City to ensure the City is complying with State law, that the books are
12 balanced, and that the money is being used as was approved by the Council. He is willing to pay a significant amount of
13 money for such an audit. Councilmembers Johnson and Lisonbee and Mayor Palmer indicated they would support an
14 efficiency audit for the City. Mr. Marshall indicated he will amend the tentative budget to include funding for an efficiency
15 audit, after which he continued his brief overview of the highlights of the tentative budget. He then noted there is new State
16 legislation regarding interfund transfers in municipal government; the City does not charge itself for utilities for the five City
17 owned facilities. The new legislation states that practice is still allowed, but the rest of the rate payers of the City must be
18 notified of the practice. He stated he has drafted a notice that would be sent to all residents if the Council determines it
19 appropriate to continue with the practice or the practice could be changed to charge the general fund for utilities, which
20 would cost approximately \$31,000 per year. Councilmember Duncan stated he feels it would be a better practice for the City
21 to charge itself for utilities in an effort to make the utility funds more self-sustaining. There was a brief discussion regarding
22 the issue with the Council indicating they would prefer the City charge itself for utilities. Mr. Marshall stated a final decision
23 regarding the practice can be made during the June 10 meeting when the final budget is considered.

24 Councilmember Johnson stated he would also like to consider developing a debt reduction plan for the City. Mr.
25 Bovero stated that type of issue would be appropriate for a budget retreat discussion.

26 [8:05:55 PM](#)

1 Mr. Bovero then reviewed his staff memos regarding the employee recruitment and retention policy and the
2 employee compensation plan.

3 [8:10:56 PM](#)

4 Council discussion regarding the employee compensation plan began with a focus on compensating employees that
5 may only be considered 'average' employees as well as whether an employee can exceed the top salary for their specific pay
6 range. Mr. Bovero stated the plan addresses both of those issues by indicating the type of performance evaluation score an
7 employee would be required to attain in order to be eligible for a pay increase. He also noted that once an employee reaches
8 the top of their pay scale they are only eligible for longevity increases once every five years.

9 Councilmember Johnson inquired as to the positions in the wage scale that will be adjusted because the wages were
10 out of line according to the market analysis. Mr. Bovero stated those positions are Mail Clerk, Building Official, City
11 Engineer, Community and Economic Development Director, Environmental Maintenance Worker, Facilities Maintenance
12 Technician, Firefighter II, Police Officer I, Recreation Coordinator, and Street Maintenance Worker II. The total impact of
13 making adjustments to pay those positions in line with the 60th to 70th percentile of the market is \$31,500. Councilmember
14 Duncan stated some employees in the City may be paid higher than the 60th percentile of their wage. Mr. Bovero stated the
15 60th percentile was used to determine a starting wage for a position, but someone that has been working in a position for an
16 extended period of time and is great at their job will likely be making more than the 60th percentile. Mr. Marshall
17 acknowledged that some wage ranges were actually reduced to come in line with the market analysis. Mr. Bovero then
18 continued his review of his staff memo, with a focus on the rating scale included in the compensation plan.

19 [8:21:03 PM](#)

20 Councilmember Gailey asked how the employee rating is determined. Mr. Bovero stated the City has a performance
21 evaluation system and all employees are rated using 20-plus rating criterion. It is a fairly intensive review. Councilmember
22 Duncan expressed his concern about subjectivity of performance evaluations. Mr. Bovero stated the money available for
23 increases will be based on a percentage of a given department's payroll budget; all employees in a given department will be
24 reviewed by the same supervisor and the amount available will be capped by the budget allotted. Councilmember Duncan
25 then addressed the rating schedule included in the draft policy and stated that it seems strange to give an employee a merit
26 raise or retention bonus if they are simply meeting expectations. Councilmember Lisonbee agreed. Mr. Bovero argued that
27 employees are not eligible for step increases or cost of living adjustments (COLAs); instead, they are only eligible for pay for

1 performance increases and if they are meeting the expectations of their job they should be eligible for an increase because
2 they are the type of employee the City wants to retain. There was a general discussion about the verbiage used in the policy
3 and Councilmember Lisonbee suggested that the term “meeting expectations” be changed to something that actually indicates
4 an employee that receives that rating is an employee the City actually wants to retain; all other Councilmembers agreed and
5 Councilmember Gailey indicated his biggest concern is whether the evaluation system is fair and equitable. Mayor Palmer
6 asked if each Department Head will be responsible for reviewing their own employees; he also asked which evaluations Mr.
7 Bovero will be responsible for. Mr. Bovero stated that he will review all Department Heads and each Department Head will
8 be responsible for all reviews conducted in their respective Department. Councilmember Lisonbee inquired as to the
9 potential outlay for the potential merit increases. Mr. Bovero stated that merit increases will change an employee’s actual
10 pay rate, while a retention bonus will be a one-time compensation tool. Two percent of total payroll is approximately
11 \$100,000, but the City will not necessarily pay the entire amount each year as increases are based on actual performance
12 evaluations; any money not used will go back into the City’s General Fund. The potential percentage increases included in
13 the compensation plan are directly tied to the amount of money Administration believes will be available in increased tax
14 revenues. Councilmember Duncan asked the rest of the Council if they would like to review the plan each year to determine
15 if increases should be given to employees. Mr. Bovero indicated this plan is spread out over a five year period and it would
16 be nice for the employees to be able to count on the plan for that time frame without worrying that the Council will review
17 and potentially amend it each year. Councilmember Lisonbee indicated she would prefer that Administration administer the
18 policy and it will be reviewed by the Council near the end of the five year period, barring any unforeseen funding issues. Mr.
19 Bovero then concluded his review of his staff memo.

20 [8:45:41 PM](#)

21 The Council had a general discussion regarding employee compensation philosophies, after which Councilmember
22 Johnson stated that he feels the wage scale should be structured in a manner that reflects the City’s priorities. He feels Public
23 Safety and Public Works should be priorities for Syracuse City while Community and Economic Development and Parks
24 should be lower priorities. He stated he feels planning and zoning should be a focus for the City, but marketing should not be
25 a focus. Marketing should be done by the Mayor, City Council, and City Manager. Mr. Bovero agreed the City Council
26 should set the priorities for the City, but indicated that the wage scale was developed after the decision was made that all
27 employees would be paid the 60th percentile of the market for their position. Councilmember Lisonbee stated Saratoga

1 Springs City has a team that handles community and economic development rather than one person. Councilmember Duncan
2 stated that he has always had concerns about the amount of money that has been spent on community development in the
3 City in the past; staff has been paid to convince the Council and citizens to approve things that have been less than desirable.
4 He stated the amount of money spent on community and economic development could be one of the focuses of an efficiency
5 audit. Mayor Palme noted that if money is taken from economic development, the City's income will be reduced. It is
6 necessary to use a salesman to recruit businesses that will increase the tax base of the City. There was a general discussion
7 regarding the method of attracting businesses to the City, with Mayor Palmer stated some businesses may not have been
8 desirable to the Council, but it is not appropriate to attract the process of attracting businesses. Councilmember Lisonbee
9 stated Saratoga Springs has more and better economic development, but their budget is only \$18,000 each year. She feels a
10 cost benefit analysis should be done for the Community and Economic Development Department to determine if the amount
11 of money being spent is worth the benefits being realized. Syracuse City is not attractive to big box businesses and the
12 citizens want to be a bedroom community. She agreed the department could be one of the focuses of the efficiency audit.
13 Councilmember Johnson agreed and indicated it may be as easy as changing the titles of the positions in the Department so
14 that the focus of the Department is on planning and zoning. Mayor Palmer stated he tasked Mr. Bovero with gathering
15 information about the budget for community and economic development in Saratoga Springs. Mr. Bovero stated Saratoga
16 Springs's department includes building and planning and zoning and their overall budget is higher than Syracuse City's by
17 approximately \$16,000 and they employ less people. He then indicated that he would like for the Council to participate in
18 the development of an economic development plan for the City to prioritize marketing and community development efforts.
19 General discussion regarding the purpose of economic development in Syracuse City concluded.

20

21 [9:08:37 PM](#)

22 **Council business**

23 At each meeting the Councilmembers and Mayor provide reports regarding the meetings and events they have
24 participated in since the last City Council meeting. Councilmember Johnson's report began at [9:08:37 PM](#). He was
25 followed by Councilmembers Duncan, Gailey, and Lisonbee. Mayor Palmer's report began at [9:25:12 PM](#). Mr. Bovero
26 also provided a brief report at [9:28:06 PM](#).

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The meeting adjourned at 9:31 p.m.

Terry Palmer
Mayor

Cassie Z. Brown, CMC
City Recorder

Date approved: _____

Minutes of the Syracuse City Council Work Session Meeting, June 10, 2014

Minutes of the Work Session meeting of the Syracuse City Council held on June 10, 2014, at 6:00 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Mike Gailey
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Finance Director Steve Marshall
Police Chief Garret Atkin
Fire Chief Eric Froerer
Parks and Recreation Director Kresta Robinson
Contract City Attorney Steve Garside

The purpose of the Work Session was to review the agenda for the business meeting to begin at 7:00 p.m.; review agenda item 6b, proposed lease agreement with Digis for location of cell tower on Syracuse City Public Works Building; review the following agenda items forwarded by the Planning Commission: Proposed Ordinance 14-12, Rezone request from Mark Flinders, property located at 2481 W 1700 S, change from R-2 Residential to Professional Office; Proposed Ordinance 14-13, Rezone request from Castle Creek Homes, property located at 1183 S. 3000 W., change from R-1 and A-1 to R-2; Proposed Ordinance 14-14, Rezone request from Lakeview Farms, LLC, property located at 700 S. 3000 W., change from R-1 to R-2 & R-3 Residential; Proposed Ordinance 14-15, Rezone request from Dennis Higley, property located at 3000 S. Bluff Road, change from A-1 to R-2 Residential; Proposed Ordinance 14-16, Rezone request from Mark Sandberg, property located at 3250 W. 700 S., change from R-1 and A-1 to R-3 Residential; Final Plan, Gailey Farms, K.W. Advisory Group, property located at approximately 750 S 2000 W, R-3 Residential Zone; Final Plan, Harvest Point Phase 8, THR Investment, property located at approximately 1070 W 2150 S, R-3 Residential Zone; Final Plan and Development Agreement, Still Water Cluster Subdivision Phases Four through Six, Irben Development LLC, property located at 1500 West Gentile; and discuss Council business.

[6:03:52 PM](#)

Agenda review

1 Mayor Palmer briefly reviewed the agenda for the business meeting to begin at 7:00 p.m.

2

3 [6:04:10 PM](#)

4 **Review agenda item 6b, proposed lease agreement**
5 **with Digis for location of cell tower on Syracuse City Public**

6 **Works Building**

7 A staff memo from Finance Director Marshall explained Digis has approached the City and requested to enter into a
8 contract with the City to mount a cell tower on top of the public works building located at 3061 South 2400 West in
9 Syracuse. Digis is an internet service based company and provides a variety of services such as phone, internet, and cell
10 service. Staff has reviewed and negotiated a rate of \$850.00 per month with an additional \$25.00 for electricity. This rate is
11 very competitive for an internet service based cell tower. I have also negotiated a 3% per year annual increase. This is also a
12 competitive rate. The City currently has five cell tower agreements in the city ranging from \$552.00 per month to \$1,983.00
13 per month. The City also currently has a lease with Digis for a tower that is located on our water tower; we pay a monthly
14 rate of \$719.63 which includes a \$25.00 electricity charge. Section VI of the contract identifies and addresses access to the
15 property and restrictions that would be applicable to Digis.

16 Mr. Marshall reviewed his staff memo.

17 [6:10:00 PM](#)

18 There was a brief discussion regarding the proposed lease with a focus on the responsibilities of the tenant. City
19 Attorney Drake stated he negotiate the proper tenant responsibilities relative to maintenance of the building upon which the
20 tower is located before the contract is executed.

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22 [6:12:47 PM](#)

23 **Proposed Ordinance 14-12, Rezone request from Mark Flinders, property located at**
24 **2481 W 1700 S, change from R-2 Residential to Professional Office.**

25 A memo from the Community Development Department explained this property is an approved lot in the Criddle
26 Homestead Subdivision. The lot directly adjacent to the east is zoned PO. Both properties are General Planned for the PO zone.

1 The PO zone requires ½ acre as a minimum lot size for development. Both properties are bank owned and Mr. Flinders wishes to
2 combine the properties for Professional Office. City staff has reviewed the application and finds that it is consistent with the City’s
3 General plan and that it is harmonious with the overall character of the surrounding development with no adverse effects, and it has
4 adequate facilities to serve the property. The Planning Commission held a public hearing on May 20, 2014 for rezone request on
5 the above noted property. The property is 0.31 acres in size and is currently zoned R-2 Residential with a General Plan designation
6 of PO, Professional Office. The proposed zone change is in accord with the General Plan as amended. The Syracuse City Planning
7 Commission hereby recommends that the City Council approve the rezone request, located at approx. 2481 W 1700 S, change
8 from R-2 Residential to PO, Professional Office.

9 Ms. Christensen reviewed her staff memo.

10 [6:13:59 PM](#)

11 Council discussion regarding the application commenced, with a focus on land use designations for neighboring
12 parcels.

14 [6:14:57 PM](#)

15 **Proposed Ordinance 14-13, Rezone request from Castle Creek Homes, property located**
16 **at 1183 S. 3000 W., change from R-1 and A-1 to R-2.**

17 A memo from the Community Development Department explained the City Council amended the General Plan on May
18 13, 2014 for the R-2 Residential. The developer’s intent is to develop single family housing that is consistent with the residential
19 character of the surrounding development. A portion of this request is located in the Country Fields Subdivision and will be
20 amended out as part of this new subdivision. The Planning Commission held a public hearing on June 3, 2014 for the zone change
21 and made a favorable recommendation for the Zoning Amendment. The Planning Commission recommends approval to the City
22 Council for the Zone Amendment, request from Castle Creek Homes, property located at approximately 1183 S. 3000 W., change
23 from R-1 Residential & A-1 Agriculture to R-2 Residential Zone, subject to all applicable requirements of the City’s municipal
24 codes.

25 Ms. Christensen reviewed her staff memo.

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1 [6:15:37 PM](#)

2 **Proposed Ordinance 14-14, Rezone request from Lakeview Farms, LLC, property**
3 **located at 700 S. 3000 W., change from R-1 to R-2 & R-3 Residential.**

4 A memo from the Community Development Department explained the City Council amended the General Plan on May
5 13, 2014 for the R-2 and R-3 Residential Zoning. The developer's intent is to develop single family housing that is consistent with
6 the residential character of the surrounding development. The Planning Commission held a public hearing on June 3, 2014 and
7 made a favorable recommendation for the Zoning Map Amendment. The Planning Commission recommends approval to the City
8 Council for the Zone Map Amendment, request from Castle Creek Homes, property located at approximately 700 S. 3000 W.,
9 change from R-1 Residential to R-2 Residential Zone, subject to all applicable requirements of the City's municipal codes.

10 Ms. Christensen reviewed her staff memo.

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12 [6:16:28 PM](#)

13 **Proposed Ordinance 14-15, Rezone request from Dennis Higley, property located at**
14 **3000 S. Bluff Road, change from A-1 to R-2 Residential.**

15 A memo from the Community Development Department explained this property is a vacant lot south of Kara
16 Estates. Mr. Higley wishes to rezone the property to conform with the General Plan and then subdivide the property into two
17 lots to be included in the Kara Subdivision. City staff has reviewed the application and finds that it is consistent with the
18 City's General plan and that it is harmonious with the overall character of the surrounding development with no adverse
19 effects, and it has adequate facilities to serve the property. The Planning Commission held a public hearing on June 3, 2014
20 for rezone request on the above noted property. The property is 0.69 acres in size and is currently zoned A-1 Agriculture with
21 a General Plan designation of R-2 Residential. The proposed zone change is in accord with the General Plan as amended. The
22 Syracuse City Planning Commission hereby recommends that the City Council approve the rezone request, located at approx.
23 3000 S Bluff, change from A-1 Agriculture to R-2 Residential.

24 Ms. Christensen reviewed her staff memo.

1 [6:17:02 PM](#)

2 **Proposed Ordinance 14-16, Rezone request from Mark Sandberg, property located at**
3 **3250 W. 700 S., change from R-1 and A-1 to R-3 Residential.**

4 A memo from the Community Development Department explained the City Council amended the General Plan on May
5 13, 2014 for the R-3 Residential Zoning. The developer's intent is to develop single family housing that is consistent with the
6 residential character of the surrounding development. The Planning Commission held a public hearing on June 3, 2014 and made a
7 favorable recommendation for the Zoning Map Amendment. The Planning Commission recommends approval to the City Council
8 for the Zone Map Amendment, request from Mark Sandberg, property located at approximately 3250 W 700 S, change from A-1
9 Agriculture & R-1 Residential to R-3 Residential Zone, subject to all applicable requirements of the City's municipal codes.

10 Ms. Christensen reviewed her staff memo.

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12 [6:18:00 PM](#)

13 **Final Plan, Gailey Farms, K.W. Advisory Group, property located at approximately 750 S**
14 **2000 W, R-3 Residential Zone.**

15 A memo from the Community Development Department explained Gailey Farms is a 40 lot subdivision located at
16 750 S 2000 W. All requirements and standards of Subdivision have been met. The project outline is as follows:

- 17 • General Plan Amendment
 - 18 ○ Planning Commission February 4, 2014
 - 19 ○ City Council February 10, 2014
- 20 • Rezone Approval
 - 21 ○ Planning Commission March 4, 2014
 - 22 ○ City Council March 11, 2014
- 23 • Sketch Plan Approval
 - 24 ○ Planning Commission March 4, 2014
- 25 • Preliminary Plan Approval
 - 26 ○ Planning Commission April 15, 2014

- 1 • Final Plan Recommendation
- 2 o Planning Commission June 3, 2014

3 The Planning Commission recommends approval to the City Council for the Final Plat of Gailey Farms Subdivision,
4 request from KW Advisory Group, property located at approximately 750 S 2000 W, subject to all applicable requirements of
5 the City’s municipal codes and city staff reviews.

6 Ms. Christensen reviewed her staff memo.

7

8 [6:18:29 PM](#)

9 **Final Plan, Harvest Point Phase 8, THR Investment, property located at approximately**
10 **1070 W 2150 S, R-3 Residential Zone.**

11 A memo from the Community Development Department explained Harvest Point 8 is the last phase and consists of
12 11 lots located at 1070 W 2150 S and will complete the street connection to Stoker Gardens. All requirements and standards
13 of Subdivision have been met. The project outline is as follows:

- 14 • Sketch Plan Approval
- 15 o Planning Commission May 7, 2013
- 16 • Preliminary Plan Approval
- 17 o Planning Commission June 2, 2013
- 18 • Final Plat Recommendation
- 19 o Planning Commission June 3, 2014

20 The Planning Commission recommends approval to the City Council for the Final Plat of Harvest Point Subdivision
21 Phase 8, request from THR Investment, property located at approximately 1070 W 2150 S, subject to all applicable
22 requirements of the City’s municipal codes and city staff reviews.

23 Ms. Christensen reviewed her staff memo.

24 [6:19:06 PM](#)

25 There was a brief discussion regarding the fact that this discussion will provide better connectivity for residents in
26 the area to 1000 West.

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Final Plan and Development Agreement, Still Water Cluster Subdivision Phases Four through Six, Irben Development LLC, property located at 1500 West Gentile.

A memo from the Community Development Department explained the City has been working with the developer on this project for approximately two and one-half years. The project outline is as follows:

- Sales Contract of City Property
 - City Council January 31, 2012
- Annexation of Irben Property
 - City Council May, 2012
- General Plan/Rezone Approval
 - City Council June 26, 2014
- Sketch Plan Reviews-(30 ski lots, 288 Town Homes)
 - Planning Commission July 17, 2017- **Tabled**
 - August 7, 2012-Tabled (dead end street length, county canal crossing)
- Annexation of Weaver Property
 - City Council March 12, 2013
- Sketch Plan Amendment-(30 ski lots, 202 cottage lots, 168 Town Homes=400 units)
 - Planning Commission June 4, 2014- **Tabled** to modify lots to minimum 5,000 sq. ft., 55 feet frontage, side setbacks of 8 feet, reduce number of entrances on gentile, and replace flag lot with cul-de-sac.
 - August 6, 2013- **Approved Sketch**, conditional upon removing phase 8 if purchased by UDOT.

- 1 • Sketch Plan Amendment-(30 ski lots, 134 cottage lots, 54 courtyard lots, 56 town homes)
 - 2 ○ Planning Commission October 16, 2013- **Denied** for deviating from previous approval which
 - 3 required 5,000 sq. ft., 55 feet of frontage, and 8ft. side setbacks.
- 4 • Preliminary Plan-(30 ski lots, 165 cottage lots)
 - 5 ○ Planning Commission February 18, 2014- **Tabled** to review previous approvals/requirements
 - 6 ○ March 4, 2014- **Approved**
- 7 • Final Plan Recommendation Phase 4a, 4b & 5 and CUP
 - 8 ○ Planning Commission May 6, 2014- **Approved**
- 9 • Final Plan Recommendation Phase 6
 - 10 ○ Planning Commission June 3, 2014- **Approved**

11 Attached to with this review is the draft Development Agreement, including all exhibits and the Development Plan.
12 The proposal consists of two neighborhoods, the Ski Lake Estates which has 2 ski lakes, 30 homes a walking trail and two
13 private parks and one private park with a public easement. The second neighborhood is the Cottages, consists of 165 single
14 family lots, a walking trail and two private parks with a public easement. The development proposed is 86.55 with a net
15 density of 2.78 DU/AC. The Planning Commission recommends approval to the City Council for the Final Plan for Still
16 Water Cluster Subdivision, request from Irben Development, property located at approximately 1500 W Gentile Street,
17 subject to all applicable requirements of the City's municipal codes and city staff reviews.

18 Ms. Christensen reviewed her staff memo.

19 [6:20:38 PM](#)

20 The City Council reviewed the phasing plan for the proposed subdivision. Councilmember Duncan expressed his
21 concerns regarding the street configuration in the development; there is a cul-de-sac that creates a traffic issue in that it limits
22 access to the north for a considerable distance. He recommended that the road be continued to provide better connectivity
23 and access to the north; the lack of a through road may hinder future development of the property to the north and
24 accessibility to Gentile Street. There was a general discussion regarding the road configuration and the potential requirement
25 for the developer to place money in escrow to cover the costs of constructing a future road of the canal that borders the
26 development; the work would be required upon approval of phase nine of the development. There as a focus on which road
27 configuration would be more suitable and provide a greater benefit to the Stillwater development and any future

1 development, with Councilmember Duncan stated he is most concerned about safety issues in the development and noted the
2 current road configuration will require vehicles to travel by a greater number of homes, but if the cul-de-sac is constructed as
3 a through street the traffic will travel by a fewer number of homes.

4 Developer Mike Thayne stated that the proposed development received approval from the Planning Commission and
5 the application is now vested according to the State Property Rights Ombudsman; he expects to receive approval from the
6 City Council as well. Mayor Palmer stated he feels the Council has the right to make minor adjustments to the plan and this
7 is the time to be discussing those adjustments. Councilmember Duncan agreed. Ms. Christensen noted that if the City
8 Council makes any adjustments to the plat they should issue a finding that such adjustments were made due to public safety
9 concerns. Councilmember Johnson stated the Council has made minor adjustments to final plats in the past and what is being
10 discussed this evening is not out of the ordinary. Mayor Palmer stated the discussion regarding this issue can continue during
11 the business meeting.

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13 [6:32:01 PM](#)

14 **Budget discussion**

15 A memo from the Finance Director explained the Council discussed during the May 27, 2014 charging
16 utilities expenses to the general fund for the buildings and also the parks. Staff has estimated the cost of those utilities and
17 summarized them below:

18 City Hall = \$1,080 per year

19 Culinary Water = \$16.50/month = \$198/year

20 Secondary Water = \$21.50/month = \$258/ year = 1 inch connection

21 Garbage Service = \$10.45/month = \$125/ year

22 Sewer Service = \$14.80/month = \$178/year

23 Storm Service = \$25.45/month = \$305/ year = 3.4 Acres

24 Street Lighting = \$1.32/ month = \$16/year

25
26 Community Center = \$1,080 per year

27 Culinary Water = \$16.50/month = \$198/year

1 Secondary Water = \$21.50/month = \$258/ year = 1 inch connection

2 Garbage Service = \$10.45/month = \$125/ year

3 Sewer Service = \$14.80/month = \$178/year

4 Storm Service = \$25.45/month = \$305/ year = 3.3 Acres

5 Street Lighting = \$1.32/ month = \$16/year

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7 Police Station = \$670 per year

8 Culinary Water = \$16.50/month = \$198/year

9 Secondary Water = N/A

10 Garbage Service = \$10.45/month = \$125/ year

11 Sewer Service = \$14.80/month = \$178/year

12 Storm Service = \$12.75/month = \$153/year = 1.7 Acres

13 Street Lighting = \$1.32/ month = \$16/year

14

15 Fire Station = \$746 per year

16 Culinary Water = \$16.50/month = \$198/year

17 Secondary Water = N/A

18 Garbage Service = \$10.45/month = \$125/ year

19 Sewer Service = \$14.80/month = \$178/year

20 Storm Service = \$19.10/month = \$229/year = 2.2 Acres

21 Street Lighting = \$1.32/ month = \$16/year

22

23 Public Works = \$822 per year

24 Culinary Water = \$16.50/month = \$198/year

25 Secondary Water = N/A

26 Garbage Service = \$10.45/month = \$125/ year

27 Sewer Service = \$14.80/month = \$178/year

1 Storm Service = \$25.45/month = \$305/ year = 4.0 Acres

2 Street Lighting = \$1.32/ month = \$16/year

3

4 Total for Buildings = \$4,398 per year

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6 Parks = \$26,568 per year

7 The City has 12 parks with 3” secondary water connections:

8 = 12 Parks * 184.50 fee * 12 months = \$26,568

9

10 Total for All = \$30,966 per year

11 The amount will be charged to the utility funds as follows:

12 o Culinary = \$990.00

13 o Secondary = \$27,084.00

14 o Garbage = \$625.00

15 o Sewer = \$890.00

16 o Storm = \$1,297.00

17 o Street Lighting = \$80.00

18

19 Total for All = \$30,966 per year

20 The proposed budget opening also includes an increase in sundry revenue and fire apparatus expense for \$11,500.

21 This is due to an engine repair and an insurance claim to pay for the repair. Staff recommends adopting the proposed

22 resolution adjusting the Syracuse City budget for the fiscal year ending June 30, 2014.

23 Mr. Marshall reviewed his staff memo and indicated there is an additional item he would like to include in the

24 budget opening pertaining to the replacement of street lights that have been damaged or knocked down throughout the City.

25 Councilmember Duncan stated that it seems strange that there have been eight street lights knocked down in the City over the

26 past year. Public Works Director Whiteley stated the accidents involving street lights have been random, but the number of

27 accidents is higher than in a typical year. Mr. Marshall indicated that he amended the budget opening pertaining to street

1 lighting, after which he reviewed the information in the proposed budget opening relative to interfund transfers for utility
2 payments. He then reviewed minor changes that have been made to the FY 2014-2015 budget since the Council accepted the
3 tentative budget. Councilmember Duncan stated that he is not sure how much an efficiency audit will cost, but he is happy
4 that some funding for the effort has been included in the budget; he added that he would be willing to spend some of the
5 City's available fund balance to cover the cost if necessary. There was a brief discussion regarding the Council's
6 involvement in development of the scope of the efficiency audit, with Mr. Bovero indicating he will add an item to a future
7 Council agenda to discuss the issue more in depth.

8

9 **Council business**

10 There was no Council business.

11

12 The meeting adjourned at 6:42 p.m.

13

14

15

16

17 _____
18 Terry Palmer
19 Mayor

Cassie Z. Brown, CMC
City Recorder

20 Date approved: _____

1 Minutes of the Syracuse City Council Special Meeting, June 10, 2014.

2
3 Minutes of the Special meeting of the Syracuse City Council held on June 10, 2014, at 6:42 p.m., in the Council
4 Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

5
6 Present: Councilmembers: Brian Duncan
7 Mike Gailey
8 Craig A. Johnson
9 Karianne Lisonbee
10 Douglas Peterson

11
12 Mayor Terry Palmer
13 City Manager Brody Bovero
14 City Recorder Cassie Z. Brown

15
16 City Employees Present:
17 City Attorney Clint Drake
18
19

20 6:42:44 PM

21 1. Meeting Called to Order

22 Mayor Palmer called the meeting to order at 6:42 p.m.

23
24 6:43:11 PM

25 2. Consideration of adjourning into Closed Executive Session pursuant to the
26 provisions of Section 52-4-205 of the Open and Public Meetings Act for the
27 purpose of discussing pending or reasonably imminent litigation;

28 COUNCILMEMBER GAILEY MADE A MOTION TO ADJOURN INTO CLOSED EXECUTIVE SESSION
29 PURSUANT TO THE PROVISIONS OF SECTION 52-4-205 OF THE OPEN AND PUBLIC MEETINGS ACT FOR THE
30 PURPOSE OF DISCUSSING PENDING OR REASONABLY IMMINENT LITIGATION. COUNCILMEMBER
31 DUNCAN SECONDED THE MOTION. THE FOLLOWING ROLL CALL VOTE WAS TAKEN: VOTING "AYE" –
32 COUNCILMEMBERS DUNCAN, GAILEY, JOHNSON, LISONBEE, AND PETERSON. VOTING "NO" – NONE.

33 The meeting adjourned at 6:43 p.m.

34 The meeting reconvened at 7:15 p.m.
35
36

1 At 7:15 p.m. COUNCILMEMBER GAILEY MADE A MOTION TO ADJOURN. COUNCILMEMBER
2 PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

3

4

5

6

7 _____
8 Terry Palmer
9 Mayor

Cassie Z. Brown, CMC
City Recorder

10 Date approved: _____

Minutes of the Syracuse City Council Regular Meeting, June 10, 2014.

Minutes of the Special meeting of the Syracuse City Council held on June 10, 2014, at 7:28 p.m., in the Council Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Mike Gailey
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Finance Director Steve Marshall
Public Works Director Robert Whiteley
City Attorney Clint Drake
Fire Chief Eric Froerer
Police Chief Garret Atkin
Parks and Recreation Director Kresta Robinson
Community Development Director Sherrie Christensen
Utilities Manager Holly Craythorn
City Planner Jenny Schow
City Planner Noah Steele

7:28:40 PM

1. Meeting Called to Order/Adopt Agenda

Mayor Palmer called the meeting to order at 7:27 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. Councilmember Gailey provided the invocation. Councilmember Duncan then led all present in the Pledge of Allegiance.

7:30:50 PM

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

7:31:08 PM

2. Presentation of the Syracuse City and Wendy's "Award for Excellence" to Emma Erikson and Porter Whyte.

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

9 Mayor Palmer noted both students receiving the award for June 2014 are from Bluff Ridge Elementary School and
10 he read the award nomination provided by each of their respective teachers.

11

12 Emma Erekson

13 I nominate Bluff Ridge Elementary’s 5th grader Emma Erekson for the Syracuse City and Wendy’s Award for
14 Excellence. Emma is a top student and a role model to her peers. She is a top notch reader who loves to share her
15 contagious enthusiasm for literature. In fact, she has read over 57 chapter books so far this school year, and we still
16 have six weeks of 5th grade to go! Emma is also a strong math student with a high level of number sense and the
17 ability to solve complex math related tasks. Emma has terrific class listening and behavior skills as well. Finally,
18 Emma is a good friend to all and loves to challenge anyone to a good game of soccer; her favorite position to play is
19 mid-fielder. Emma is a true leader, always striving for excellence, and she deserves the Syracuse City and Wendy’s
20 Award for Excellence.

21

22 Porter Whyte

23 Porter is a student who is very inquisitive. He takes time to develop his ideas and then creates a plan to make his
24 ideas come to life. He works very hard in math and reading. These skills have helped him Syracuse City –
25 Community and Economic Development to become an all-around excellent student. Porter is kind to the other kids
26 in the class and he is a good example to his peers. Porter is a gifted kid

27

1 [7:36:59 PM](#)

2 3. Presentation of Honor Guard Award to Ferron Johnson and Francis Child.

3 Mayor Palmer stated he has had recent personal interactions with members of the Honor Guard and they do so much
4 to honor veterans, especially during funerals held for veterans. He recognized Ferron Johnson and Francis Child for their
5 military service and their service as members of the Honor Guard.

6

7 [7:41:15 PM](#)

8 4. Approval of Minutes:

9 The minutes of the Work Session and Regular Meeting of April 8, 2014, the Work Session and Special Meeting of
10 April 22, 2014, and the Work Session, Special Meeting, and Regular Meeting of May 13, 2014 were reviewed.

11 [7:41:54 PM](#)

12 COUNCILMEMBER PETERSON MADE A MOTION TO APPROVE THE FOLLOWING MINUTES: WORK
13 SESSION AND REGULAR MEETINGS OF APRIL 8, 2014, WORK SESSION AND SPECIAL MEETINGS OF APRIL
14 22, 2014, AND WORK SESSION, SPECIAL MEETING, AND REGULAR MEETING OF MAY 13, 2014.
15 COUNCILMEMBER LISONBEE SECONDED THE MOTION. ALL VOTED IN FAVOR.

16

17 [7:42:17 PM](#)

18 5. Public Comments

19 TJ Jensen referenced the rezone requests listed on the Council meeting agenda; the Planning Commission had at
20 least six people attend the last Commission meeting to express their concerns about the rezone of the property on 3000 West
21 and they were concerned about the increased density, especially the proposed jump to R3 Residential. He noted the Planning
22 Commission has followed the laws and procedures relative to noticing the public of the requested change. He then
23 referenced the Stillwater application and stated he would like to see a stub road added to the development to provide a
24 collector street for traffic in the subdivision; this will impact the potential for his own personal property to develop in the
25 future.

26 [7:45:49 PM](#)

1 Arthur Miller referenced agenda item 15 and stated he is concerned about what the proposed zone change for
2 property on 3000 West will do to the community; the community will lose when zoning is changed from R1 to R2 and
3 eventually to R3. The people lose when the community is overdeveloped the way the Council is considering. He knows that
4 there are many parties that will gain; he asked if Councilmember Johnson works for the developer based on the interactions
5 he was having with the developer at the last Commission meeting. Councilmember Johnson said that is not correct. Mr.
6 Miller stated that he believes in development, but it should be done wisely and intelligently and he does not believe this is a
7 wise move for the City whatsoever.

8 [7:48:25 PM](#)

9 David Bond spoke in favor of eventually finishing the Ranchettes Park; last year there was some work being done in
10 the park to improve it so it is no longer a weed pit. The citizens wanted to offer input and volunteer labor and were told
11 volunteer labor was not acceptable to the City. There were plans to sod the field, but at the conclusion of the project the
12 neighborhood ended up with was some grass and one-third of the park is still a weed pit. He referenced fiscal responsibility
13 and stated it would have cost much less to hydro-seed the entire thing and add more amenities. It is his understanding the
14 budget for developing parks this year has been allocated to other projects, but the residents would like to have something
15 done at the park. He noted there is no other park in the area that can service the residents that live there. Councilmember
16 Johnson stated there is actually money in the proposed budget allocated for a pavilion and playground at the park. Mr. Bond
17 thanked the Council for that funding dedication; they have waited a long time to have the park developed and for the weeds
18 to be eliminated.

19

20 [7:51:38 PM](#)

21 6a. Authorize Mayor Palmer to execute cell tower lease
22 agreement addendum with Crown Castle for Rock Creek
23 Park Cell Tower.

24 A staff memo from Community Development Director explained the City has been approached by Verizon Wireless
25 about co-locating on the existing cell tower at Rock Creek Park. The cell tower is owned by Crown Castle for which they pay
26 the City a lease. The current lease requires any carrier that co-locates to enter into a lease with the City as well. Staff has
27 reviewed lease and would prefer to have only one carrier pay the City per tower. Crown Castle has agreed to an amendment

1 to the lease in which they would pay the City a per carrier fee for each additional carrier that co-locates on the tower. Staff
2 has negotiated a per co-location fee of \$500/month for cellular carriers and \$200/month for non-cellular carriers.

3 [7:52:20 PM](#)

4 COUNCILMEMBER PETERSON MADE A MOTION TO AUTHRIZE MAYOR PALMER TO EXECUTE CELL
5 TOWER LEASE AGREEMENT ADDENDUM WITH CROWN CASTLE FOR ROCK CREEK PARK CELL TOWER.
6 COUNCILMEMBER JOHNSON SECONDED THE MOTION.

7 [7:52:00 PM](#)

8 6b. Authorize Mayor Palmer to execute cell tower lease
9 agreement with Digis for location on top of public
10 works building.

11 A memo from the Finance Director explained Digis has approached the City and requested to enter into a contract
12 with the City to mount a cell tower on top of the public works building located at 3061 South 2400 West in Syracuse. Digis is
13 an internet service based company and provides a variety of services such as phone, internet, and cell service. Staff has
14 reviewed and negotiated a rate of \$850.00 per month with an additional \$25.00 for electricity. This rate is very competitive
15 for an internet service based cell tower. I have also negotiated a 3% per year annual increase. This is also a competitive rate.
16 The City currently has five cell tower agreements in the city ranging from \$552.00 per month to \$1,983.00 per month. We
17 currently have a lease with Digis for a tower that is located on our water tower. We pay a monthly rate of \$719.63 which
18 includes a \$25.00 electricity charge. Section VI of the contract identifies and addresses access to the property and restrictions
19 that would be applicable to Digis.

20 [7:52:20 PM](#)

21 COUNCILMEMBER PETERSON MADE A MOTION TO AUTHORIZE MAYOR PALMER TO EXECUTE A
22 CELL TOWER LEASE AGREEMENT WITH DIGIS FOR LOCATION ON TOP OF THE PUBLIC WORKS BUILDING.
23 COUNCILMEMBER JOHNSON SECONDED THE MOTION.

24

25 [7:52:08 PM](#)

1 6c. Proposed Resolution 14-17 pledging funds toward
2 the 200 South Trail Project.

3 A memo from the City Manager explained West Point City was awarded a \$367,000 federal grant through WFRC
4 for a paved trail project from 2000 W to the Emigration Trail (4000 W) along 200 South, based on an estimated total project
5 cost of \$393,650. West Point City is obligated to pay a 6.77% match, which amounts to \$26,650. Since the grant award, the
6 construction cost has risen by an estimated \$60,000, making the total cost estimate at \$453,650. West Point paid the full cost
7 for the Environmental Impact Statement (EIS). Since approximately 15% of the trail is located in Syracuse, West Point has
8 reached out to us to see if we would be willing to share in some of the cost. Since 15% of the trail is in Syracuse,
9 Administration feels that an equitable cost sharing amount would be 15% of the total municipal investment (West Point +
10 Syracuse). The total municipal amount equals \$101,650, which is made up of the following: \$26,650 Grant Match; \$60,000
11 New Cost Estimate Overage; \$15,000 EIS. 15% of the Total municipal amount equals \$15,250, which is the staff
12 recommendation. We feel in the spirit of cooperation across municipal boundaries that this is a good project that will provide
13 a great benefit to Syracuse residents at a minimal cost. The source of funding would be the park impact fee fund.

14 [7:52:20 PM](#)

15 COUNCILMEMBER PETERSON MADE A MOTION TO ADOPT PROPSOED RESOLUTION R14-17
16 PLEDGING FUNDS TOWARD THE 200 SOUTH TRAIL PROJECT. COUNCILMEMBER JOHNSON SECONDED
17 THE MOTION.

18

19 [7:53:00 PM](#)

20 7. Proposed Resolution R14-15 adopting the Syracuse City Recruitment and Retention Policy.

21 A staff memo from the City Manager explained the City Council has reviewed this policy and its purposes at
22 previous work sessions. The policy provides direction from the City Council on the City's intent to attract, retain, and
23 develop the best employees possible, for the benefit of the citizens of Syracuse City.

24 [7:53:05 PM](#)

25 Mr. Bovero summarized his staff memo and briefly reviewed the resolution that was drafted to adopt the
26 Recruitment and Retention Policy.

1 [7:54:22 PM](#)

2 COUNCILMEMBER DUNCAN MADE A MOTION TO ADOPT PROPOSED RESOLUTION R14-15
3 ADOPTING THE SYRACUSE CITY RECRUITMENT AND RETENTION POLICY. COUNCILMEMBER GAILEY
4 SECONDED THE MOTION.

5 [7:54:40 PM](#)

6 Councilmember Duncan commented that during his campaign for City Council he committed to be responsible with
7 City funds; this action will cost the City some money, but he supports it for a number of reasons: first is that the proposed
8 Fiscal Year (FY) 2014-2015 budget includes funding for an efficiency audit for the City and that will help to ensure that the
9 City has the appropriate number of employees and that they are being paid a reasonable and fair wage. From a fiscally
10 responsible point of view, when employees are paid fairly they tend to stay with an organization for a longer period of time
11 and that eliminates increased training or recruitment costs. He noted the fiscal impact of accepting the City's benchmarking
12 study and recommendation is approximately \$30,000, which is a small amount when considering the total City budget is \$7
13 million.

14 Councilmember Gailey thanked Mr. Bovero and Mr. Marshall for their hard work to complete the benchmark study
15 and for being so open in working through the results of the study with the Governing Body.

16 Councilmember Peterson stated that there have been many comments about the fact that the City's wages will fall
17 within the 60th to 70th percentile of the wages paid in benchmark cities; he feels that communicates that the City's employees
18 are only average and he would prefer that City employees be among the top paid in the area.

19 Councilmember Johnson stated this is a step in the right direction and allows City Administration to develop a wage
20 and benefit package that will attract good employees; it also offers a career plan for employees to look forward to.
21 Councilmember Duncan agreed and noted that the culture of the City is very important as well; pay is only part of the reason
22 that employees desire to work for an organization and it would be wise to focus on improving the culture of the City.

23 Councilmember Lisonbee thanked Mr. Bovero and Mr. Marshall for their hard work on this item.

24 [8:01:03 PM](#)

25 Mayor Palmer stated there has a motion and a second regarding the proposed resolution and he called for a vote;
26 ALL VOTED IN FAVOR.

27

1 [8:01:15 PM](#)

2 8. Proposed Resolution R14-16 adopting the Employee
3 Compensation Plan and the FY2014-2015 wage scale.

4 A staff memo from the City Manager explained that as stated in the draft Recruitment and Retention Policy, a 3-5
5 year compensation plan will be adopted. This plan is also referred to in the City’s Personnel Policies and Procedures Manual.
6 The City’s Recruitment & Retention Policy outlines the “what” we are trying to accomplish and “why”. The Compensation
7 plan is one of the components that will outline the “how”. The Council packet included a salary benchmark study and
8 proposed wages scale for fiscal year 2014 - 2015. Included in the packet are the current wage scale, the proposed wage scale,
9 and the salary benchmark study. The City performed a comprehensive salary benchmark study with surrounding cities. This
10 benchmark was performed to compare salary ranges against other cities that compete in our employment market. Here is a
11 list of cities that were benchmarked. If we did not get at least 10 benchmark results from the main list, we pulled information
12 from the alternative benchmark listing below until we were able to get a minimum of 10 benchmark comparisons for each
13 position. NOTE: A final review of the benchmark study was conducted and two positions were adjusted to a lower wage
14 because a couple of benchmarks were being compared to positions with very different duties or supervisory levels.

- | | | | |
|----|----------------------|----|-------------------------------------|
| 15 | • Farmington | 25 | • Centerville |
| 16 | • Woods Cross | 26 | • Roy |
| 17 | • West Point | 27 | • Clearfield |
| 18 | • South Ogden | 28 | • Layton |
| 19 | • North Ogden | 29 | • Bountiful |
| 20 | • Riverdale | 30 | • North View Fire Department |
| 21 | • Washington Terrace | 31 | • North Davis Fire Department |
| 22 | • North Salt Lake | 32 | • South Davis Metro Fire Department |
| 23 | • Kaysville | 33 | • Weber Fire District |
| 24 | • Clinton | | |

34 Alternative Benchmark Cities

- | | | | |
|----|-----------------|----|-----------|
| 35 | • Herriman | 37 | • Midvale |
| 36 | • American Fork | 38 | • Payson |

- | | | | |
|---|----------------------|----|----------------|
| 1 | • Pleasant Grove | 6 | • Highland |
| 2 | • Cottonwood Heights | 7 | • Holladay |
| 3 | • Eagle Mountain | 8 | • Riverton |
| 4 | • Saratoga Springs | 9 | • Brigham City |
| 5 | • Springville | 10 | • Tooele |

11 Staff compiled the revised wage scale based on the results of our benchmark study. Almost all the positions in the
12 wage scale were adjusted based on our benchmark study. Most of the adjustments were minor. There are a total of 10-12
13 positions in which the bottom end of the scale need to be increased. The total impact of the benchmark study and wage scale
14 adjustments is approximately \$31,500, which includes benefits. This amount has already been included in the tentative
15 budget approval that was presented to the City Council on the May 13, 2014 meeting.

16 [8:01:36 PM](#)

17 Mr. Bovero and Mr. Marshall reviewed the staff memo and Mr. Marshall briefly reviewed the changes that have
18 been made to the wage scale since it was previously discussed by the City Council; the change reduces the number of tiers in
19 the Department Head scales and combines two positions with similar salary ranges.

20 [8:05:43 PM](#)

21 COUNCILMEMBER JOHNSON MADE A MOTION TO ADOPT PROPOSED RESOLUTION R14-16
22 ADOPTING THE EMPLOYEE COMPENSATION PLAN AND THE FY2014-2015 WAGE SCALE.
23 COUNCILMEMBER DUNCAN SECONDED THE MOTION.

24 [8:06:07 PM](#)

25 Councilmember Peterson referenced the section of the policy that addresses promotions or advancements and stated
26 that a long-term employee could potentially be promoted to a new position and with a 7.5 percent increase they would still be
27 paid at the bottom of that wage scale, even though they may have worked for the City for 15-20 years. He stated that
28 employee may not be paid what they deserve to be paid after being with the City for so long. Mr. Bovero provided an
29 explanation of the difference between a promotion and advancement and stated that if someone is promoted they will either
30 start at the entry wage for the new pay scale or they will make at least 7.5 percent more than what they are currently earning,
31 whichever is greater. Councilmember Peterson stated a 7.5 percent increase may not be adequate when someone is taking on

1 many new job responsibilities. There was a brief discussion regarding examples of promotions that could occur in the City
2 and Councilmember Lisonbee stated she feels a 7.5 percent increase is actually fairly sizeable. Councilmember Gailey added
3 that an employee promoted to a new wage scale will also have the opportunity for vertical movement where they may have
4 been none in their old wage scale. There was then a discussion regarding examples of employee advancement opportunities
5 and Mr. Bovero noted that pay for advancement is difficult to budget for and employees will understand that they may not be
6 compensated for an advancement until the beginning of the following year. Councilmember Peterson stated he would prefer
7 to amend the policy to allow for Department Heads to include funding in their budget to compensate employees for
8 advancements at the time that they receive a certification that justifies the advancement. Councilmember Johnson stated that
9 advancements could be considered on a case by case basis and it would be possible to request additional funding during a
10 budget opening throughout a given fiscal year. Councilmember Lisonbee asked if the policy could be amended to state the
11 City Manager has latitude to consider funding an advancement outside of what is prescribed in the policy. Mr. Bovero stated
12 the text of the policy could be amended to allow for that. Councilmember Lisonbee stated the policy recognizes budget
13 constraints, but she understands that it can sometimes be necessary to operate outside of the policy and adding language to
14 the policy to give the City Manager some discretion would accomplish that. There was a brief discussion regarding
15 possibilities for amending the policy to address the issue of requiring an employee to wait an extended period of time to
16 receive a pay increase for an advancement.

17 Councilmember Duncan commented that in 2012 the Council was asked to allocate \$150,000 for pay raises for
18 employees to be awarded at the discretion of the former Mayor and City Manager; he felt there were officers in the Police
19 Department that were not fairly compensated and he asked for the pay raises to be awarded based on actual needs. He voted
20 for the pay raise, but he regrets doing so because he feels that many employees did not receive the increases they deserved.
21 He thinks the process has been done correctly this time and many people that were not treated fairly in the past will be treated
22 fairly according to this new policy.

23 Councilmember Gailey stated the proposed policy is a great improvement over what the City has used in the past.
24 Councilmember Johnson agreed and stated he feels employees that perform should be rewarded.

25 [8:21:04 PM](#)

26 COUNCILMEMBER PETERSON MADE A MOTION TO AMEND THE POLICY TO CHANGE THE
27 LANGUAGE IN THE PARAGRAPH DEALING WITH ADVANCEMENTS TO INDICATE A WAGE INCREASE FOR

1 AN EMPLOYEE ELIGIBLE FOR AN ADVANCEMENT WILL BE EFFECTIVE UPON BUDGET AVAILABILITY, OR
2 BY THE FOLLOWING JULY 1 AT A MINIMUM. COUNCILMEMBER LISONBEE SECONDED THE MOTION. ALL
3 VOTED IN FAVOR.

4 [8:21:23 PM](#)

5 Mayor Palmer stated there has a motion and a second regarding the proposed resolution and he called for a vote;
6 ALL VOTED IN FAVOR.

7 [8:21:37 PM](#)

8 Councilmember Lisonbee stated she appreciated Councilmember Duncan raising the issue of wage increases in 2012
9 and indicated she was the only Councilmember that voted in opposition of the recommendation; she would vote no again
10 today. She stated she was booed by a lot of the employees and it was interesting that a proposed wage increase because a
11 political fight; she agrees that the wage increases were allocated inappropriately and that is why she is supportive of the
12 proposal this evening. She stated that it is based on factual information and it is an important step in the right direction. She
13 appreciates Mr. Marshall and Mr. Bovero developing the plan for the employees and the citizens because it allows the City to
14 project future wage costs of the City for up to 10 years and the Council owes it to the residents to understand if funding is
15 available for the future of the City while treating employees fairly.

16 Councilmember Peterson stated that he has always been in favor of pay increases for employees. He added that
17 since a percentage of the budget is being allocated for pay increases, that means the higher paid employees will naturally
18 receive larger pay increases and that could be unpopular as it was at the time the \$150,000 was allocated in 2012; he does not
19 know how to get around that problem and noted a percentage available for all employees is fair. Councilmember Duncan
20 stated at some point in time the higher paid employees will max out on their wages.

21

22 [8:26:47 PM](#)

23 9. Public Hearing – Proposed Resolution R14-14

24 amending the Syracuse City Consolidated Fee

25 Schedule by making adjustments throughout

26 A memo from the Finance Director explained staff periodically reviews and recommends changes to the
27 consolidated fee schedule. Staff is recommending the changes outlined in red in Exhibit A. The most significant change is the

1 increase in the NDSF fee by \$3.00 per month. The new fee will increase to \$17.80. I am also proposing that we decrease the
2 garbage fee on the 1st can by \$0.50 to \$9.95 and moving the savings to the storm water fee and increasing that fee by \$0.50 to
3 \$4.55. The net change for city utilities (excluding the NDSF fee) would be \$0.

4 [8:26:51 PM](#)

5 Ms. Marshall reviewed his staff memo.

6 [8:27:50 PM](#)

7 Councilmember Peterson stated there were discussions at the budget retreat regarding the potential need to increase
8 utility rates and he asked if there are any increases included in the budget. Mr. Marshall answered no, but stated it would be
9 best for the Council to consider a long term rate plan that would cover depreciation of the City's infrastructure systems.
10 Councilmember Duncan agreed the utilities should be self-funding, but he has been hesitant to address utility rates until after
11 bond debt can be paid off or until an efficiency audit can be conducted. He stated he wants to take a global look at the total
12 financial situation of the City, namely the utility funds. Councilmember Peterson agreed, but stated he is worried about
13 getting too far behind on addressing appropriate utility rates; it would be easier to implement smaller increases than one large
14 increase because the City has waited too long to address the issue.

15 [8:34:37 PM](#)

16 Councilmember Lisonbee stated the City has funded many small infrastructure projects and that has been a priority
17 of the Council that will continue into the future whether the funding comes from utility rate revenues or the general fund.

18 [8:35:38 PM](#)

19 Mayor Palmer opened the public hearing.

20 [8:35:55 PM](#)

21 TJ Jensen stated at the last work session meeting the Council expressed that they did not want to fund a part-time
22 position for the farmer's market and for that reason he talked to Brandon Law from Black Island Farms about spreading the
23 word to the farming community that they should take charge of the farmer's market. He then commended Mr. Whiteley for
24 his tenacity in finding funding and completing road projects. He added Parks and Recreation Director Robinson has also
25 done a good job being efficient, which eliminates the need to increase fees in the City's fee schedule. He concluded that he
26 generally supports the proposed budget.

1 [8:37:46 PM](#)

2 There were no additional persons appearing to be heard and the public hearing was closed.

3 [8:37:45 PM](#)

4 COUNCILMEMBER DUNCAN MADE A MOTION TO ADOPT PROPOSED RESOLUTION R14-14 AMENDING
5 THE SYRACUSE CITY CONSOLIDATED FEE SCHEDULE BY MAKING ADJUSTMENTS THROUGHOUT.
6 COUNCILMEMBER GAILEY SECONDED THE MOTION; ALL VOTED IN FAVOR.

7
8 [8:38:45 PM](#)

9 10. Public Hearing – Proposed Resolution R14-18

10 accepting the certified tax rate provided by Davis County

11 and adopting the FY2014 - 2015 budget.

12 A memo from the Finance Director explained as required by Utah Code Annotated 10-6-113, the governing body
13 shall establish the time and place of a public hearing to consider its adoption and shall order that notice of the public hearing
14 be published at least seven days prior to the public hearing. This requirement has been met since the City Council adopted the
15 tentative budget on May 13th and set a public hearing on June 10, 2014 to consider adoption of the final budget. As required
16 by Utah Code Annotated 10-6-118, “before the last June 22 of each fiscal period, or, in the case of a property tax increase
17 under Sections 59-2-919 through 59-2-923, before August 17 of the year for which a property tax increase is proposed, the
18 governing body shall by resolution or ordinance adopt a budget for the ensuing fiscal period for each fund for which a budget
19 is required under this chapter. A copy of the final budget for each fund shall be certified by the budget officer and filed with
20 the state auditor within 30 days after adoption.” There have been a few changes made to this budget proposal since the
21 tentative budget was adopted on May 13, 2014. These include:

- 22 • Minor changes to proposed wage scale and salaries in budget.
- 23 • Addition of funding for SR-193 trail = \$15,250.
- 24 • Added Chloe Sunshine Park construction = \$384,000.
- 25 • Increase of \$10,000 to parks master plan cost for a total of \$50,000.
- 26 • Addition of \$23,000 for efficiency audit.

- 1 • Utility expenses added to general fund totaling \$31,000 for buildings and parks.
- 2 • Addition of \$12,500 for cell tower rent for Digis and Verizon leases.
- 3 • Added \$11,000 to LED light installation at the community center for a total of \$21,000.
- 4 • Change in accounting methodology for interfund reimbursements made from the utility funds to the general
5 fund for administrative costs = \$641,782. These costs were previously charged to the utility funds as an
6 expense and charged to the general fund as revenue. The Utah State Auditor’s Office has given clarification
7 to this issue by recommending that these charges be shown as an expense to the utility funds and a credit or
8 reduction of expense in the general fund.
- 9 • Interfund transfers are defined as “repayments from the funds responsible for particular expenses to the
10 funds that initially paid for them.” This would include accounting, payroll, human services, city manager
11 oversight, general liability expenses, and utility bill collection. The city charges 100% of those costs to the
12 general fund, when a portion of those expenses should be charged to the utility funds. The net effect of the
13 change is \$0. However, the general fund revenues and expenses will show \$641,782 less in the current year
14 as compared to prior years.

15 This is the last council meeting during which the Council can adopt a final budget in order to meet the June 22
16 deadline provided by State Law.

17 [8:38:57 PM](#)

18 Mr. Marshall reviewed his staff memo and briefly reviewed the changes that have been made since the Council
19 accepted the tentative budget.

20 [8:43:17 PM](#)

21 Mayor Palmer opened the public hearing.

22 [8:43:24 PM](#)

23 TJ Jensen addressed the funding in the budget to assist with the 200 South trail project that will be completed by
24 West Point. He is very supportive of improving trail infrastructure as it increases property values. Syracuse City may not
25 have a trail system as comprehensive as other cities, but it is great to improve the trail system whenever possible.

26 [8:44:44 PM](#)

1 There were no additional persons appearing to be heard and the public hearing was closed.

2 8:44:50 PM

3 COUNCILMEMBER GAILEY MADE A MOTION TO ADOPT PROPOSED RESOLUTION R14-18
4 ACCEPTING THE CERTIFIED TAX RATE PROVIDED BY DAVIS COUNTY AND ADOPTING THE FY2014-2015
5 BUDGET. COUNCILMEMBER JOHNSON SECONDED THE MOTION.

6 8:45:30 PM

7 Mr. Marshall indicated he is still working with Davis County to finalize the certified tax rate; the property values in
8 Syracuse City have increased by approximately seven percent and the tax rate will be adjusted to account for that increase
9 and the amount of money the City will receive in property tax revenue will be unchanged.

10 Councilmember Duncan stated he appreciates citizen involvement in the development of the budget, namely in
11 funding for community park projects. He also thanked staff for their hard work to develop the budget. Councilmember
12 Johnson agreed and stated he feels the budget is great and it is important that it is balance. Councilmember Duncan thanked
13 staff and the Council for supporting his vision for an efficiency audit and he is grateful funding for that effort is included in
14 the budget. Councilmember Peterson also thanked staff, specifically Mr. Marshall for his hard work on the budget.
15 Councilmember Lisonbee echoed the comments that have been made and added this is the first time she will have voted in
16 support of a City budget.

17 8:49:19 PM

18 Mayor Palmer stated there has a motion and a second regarding the proposed resolution and he called for a vote;
19 ALL VOTED IN FAVOR.

20

21 8:49:29 PM

22 11. Public Hearing – Proposed resolution R14-19 adjusting
23 the Syracuse City budget for the fiscal year ending
24 June 30, 2014.

1 A memo from the Finance Director explained the Council discussed during the May 27, 2014 charging utilities
2 expenses to the general fund for the buildings and also the parks. Staff has estimated the cost of those utilities and
3 summarized them below:

4 City Hall = \$1,080 per year

5 Culinary Water = \$16.50/month = \$198/year

6 Secondary Water = \$21.50/month = \$258/ year = 1 inch connection

7 Garbage Service = \$10.45/month = \$125/ year

8 Sewer Service = \$14.80/month = \$178/year

9 Storm Service = \$25.45/month = \$305/ year = 3.4 Acres

10 Street Lighting = \$1.32/ month = \$16/year

11
12 Community Center = \$1,080 per year

13 Culinary Water = \$16.50/month = \$198/year

14 Secondary Water = \$21.50/month = \$258/ year = 1 inch connection

15 Garbage Service = \$10.45/month = \$125/ year

16 Sewer Service = \$14.80/month = \$178/year

17 Storm Service = \$25.45/month = \$305/ year = 3.3 Acres

18 Street Lighting = \$1.32/ month = \$16/year

19
20 Police Station = \$670 per year

21 Culinary Water = \$16.50/month = \$198/year

22 Secondary Water = N/A

23 Garbage Service = \$10.45/month = \$125/ year

24 Sewer Service = \$14.80/month = \$178/year

25 Storm Service = \$12.75/month = \$153/year = 1.7 Acres

26 Street Lighting = \$1.32/ month = \$16/year

27

1 Fire Station = \$746 per year
2 Culinary Water = \$16.50/month = \$198/year
3 Secondary Water = N/A
4 Garbage Service = \$10.45/month = \$125/ year
5 Sewer Service = \$14.80/month = \$178/year
6 Storm Service = \$19.10/month = \$229/year = 2.2 Acres
7 Street Lighting = \$1.32/ month = \$16/year

8
9 Public Works = \$822 per year
10 Culinary Water = \$16.50/month = \$198/year
11 Secondary Water = N/A
12 Garbage Service = \$10.45/month = \$125/ year
13 Sewer Service = \$14.80/month = \$178/year
14 Storm Service = \$25.45/month = \$305/ year = 4.0 Acres
15 Street Lighting = \$1.32/ month = \$16/year

16
17 Total for Buildings = \$4,398 per year

18
19 Parks = \$26,568 per year
20 The City has 12 parks with 3” secondary water connections:
21 = 12 Parks * 184.50 fee * 12 months = \$26,568

22
23 Total for All = \$30,966 per year

24 The amount will be charged to the utility funds as follows:

- 25 ○ Culinary = \$990.00
- 26 ○ Secondary = \$27,084.00
- 27 ○ Garbage = \$625.00

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- 1 o Sewer = \$890.00
- 2 o Storm = \$1,297.00
- 3 o Street Lighting = \$80.00

4

5 Total for All = \$30,966 per year

6 The proposed budget opening also includes an increase in sundry revenue and fire apparatus expense for \$11,500.

7 This is due to an engine repair and an insurance claim to pay for the repair. Staff recommends adopting the proposed

8 resolution adjusting the Syracuse City budget for the fiscal year ending June 30, 2014.

9 [8:49:50 PM](#)

10 Mr. Marshall reviewed his staff memo.

11 [8:51:20 PM](#)

12 Mayor Palmer opened the public hearing.

13 [8:51:29 PM](#)

14 TJ Jensen commended staff for their hard work to develop the budget. He added this is the first budget hearing in

15 years that there has not been some sort of citizen clamor about the budget.

16 [8:51:58 PM](#)

17 There were no additional persons appearing to be heard and the public hearing was closed.

18 [8:52:00 PM](#)

19 COUNCILMEMBER PETERSON MADE A MOTION TO ADOPT PROPOSED RESOLUTION R14-19

20 ADJUSTING THE SYRACUSE CITY BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2014.

21 COUNCILMEMBER JOHNSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

22

23 [8:52:29 PM](#)

24 12. Authorize Mayor Palmer to execute the Land and

1 Water Conservation Fund Contract with the State of
2 Utah.

3 A staff memo from the Parks and Recreation Director explained in May of 2012 Syracuse City submitted a grant
4 application to the Division of State Parks and Recreation requesting funds from the Land and Water Conservation Fund. This
5 request was made to help with the funding of Chloe's Sunshine playground. In May of this year Syracuse City was awarded
6 \$192,000.00 from the Land and Water Conservation Fund. The contract is being presented to accept the grant with the
7 requirement of matching funds. The matching requirement is being funded through donations.

8 [8:52:50 PM](#)

9 Ms. Robinson reviewed the staff memo.

10 [8:53:36 PM](#)

11 Councilmember Johnson inquired as to the total cost for phase one of the project. Ms. Robinson answered the cost
12 will be just over \$400,000 and the remaining amount could be adjusted depending upon the components included in the
13 project. She also summarized the continuing efforts to raise funding for the future phases of the project. Councilmember
14 Peterson stated that when similar parks have been constructed in other states, the initial phase of construction encouraged
15 more people to donate to future phases; he thinks the same thing will happen in Syracuse.

16 [8:55:30 PM](#)

17 Mayor Palmer asked when the project will commence. Ms. Robinson stated she will not know an exact start date for
18 a few more weeks.

19 [8:55:44 PM](#)

20 COUNCILMEMBER GAILEY MADE A MOTION TO AUTHORIZE MAYOR PALMER TO EXECUTE THE
21 LAND AND WATER CONSERVATION FUND CONTRACT WITH THE STATE OF UTAH. COUNCILMEMBER
22 PETERSON SECONDED THE MOTION.

23 [8:56:06 PM](#)

24 Councilmember Duncan stated it is important to note that the matching funds for this grant are provided by
25 donations, which has allowed the City to keep its park development commitments to other areas of the City.

1 [8:56:32 PM](#)

2 Mayor Palmer stated there has a motion and a second regarding the proposed agreement and he called for a vote;
3 ALL VOTED IN FAVOR.

4

5 [8:56:38 PM](#)

6 13. Proposed Ordinance 14-12, Rezone request from
7 Mark Flinders, property located at 2481 W. 1700 S.,
8 change from R-2 Residential to Professional Office.

9 A memo from the Community Development Department explained this property is an approved lot in the Criddle
10 Homestead Subdivision. The lot directly adjacent to the east is zoned PO. Both properties are General Planned for the PO
11 zone. The PO zone requires ½ acre as a minimum lot size for development. Both properties are bank owned and Mr. Flinders
12 wishes to combine the properties for Professional Office. City staff has reviewed the application and finds that it is consistent
13 with the City’s General plan and that it is harmonious with the overall character of the surrounding development with no
14 adverse effects, and it has adequate facilities to serve the property. The Planning Commission held a public hearing on May
15 20, 2014 for rezone request on the above noted property. The property is 0.31 acres in size and is currently zoned R-2
16 Residential with a General Plan designation of PO, Professional Office. The proposed zone change is in accord with the
17 General Plan as amended. The Syracuse City Planning Commission hereby recommends that the City Council approve the
18 rezone request, located at approx. 2481 W 1700 S, change from R-2 Residential to PO, Professional Office.

19 [8:57:00 PM](#)

20 Ms. Christensen reviewed her staff memo.

21 [8:57:42 PM](#)

22 COUNCILMEMBER PETERSON MADE A MOTION TO ADOPT PROPOSED ORDINANCE 14-12
23 APPROVING THE REZONE REQUEST FROM MARK FLINDERS FOR PROPERTY LOCATED AT
24 APPROXIMATELY 2481 W. 1700 S. COUNCILMEMBER DUNCAN SECONDED THE MOTION; ALL VOTED IN
25 FAVOR.

26

1 [8:58:00 PM](#)

2 14. Proposed Ordinance 14-13, Rezone request from
3 Castle Creek Homes, property located at 1183 S.
4 3000 W., change from R-1 and A-1 to R-2.

5 A memo from the Community Development Department explained the City Council amended the General Plan on
6 May 13, 2014 for the R-2 Residential. The developer's intent is to develop single family housing that is consistent with the
7 residential character of the surrounding development. A portion of this request is located in the Country Fields Subdivision
8 and will be amended out as part of this new subdivision. The Planning Commission held a public hearing on June 3, 2014 for
9 the zone change and made a favorable recommendation for the Zoning Amendment. The Planning Commission recommends
10 approval to the City Council for the Zone Amendment, request from Castle Creek Homes, property located at approximately
11 1183 S. 3000 W., change from R-1 Residential & A-1 Agriculture to R-2 Residential Zone, subject to all applicable
12 requirements of the City's municipal codes.

13 [8:58:17 PM](#)

14 Ms. Christensen reviewed her staff memo.

15 [8:58:40 PM](#)

16 COUNCILMEMBER JOHNSON MADE A MOTION TO ADOPT PROPOSED ORDINANCE 14-13
17 APPROVING THE REZONE REQUEST FROM CASTLE CREEK HOMED FOR PROPERTY LOCATED AT
18 APPROXIMATELY 1183 S. 3000 W. COUNCILMEMBER PETERSON SECONDED THE MOTION.

19 [8:59:06 PM](#)

20 Councilmember Duncan urged the Council to be careful when considering general plan amendments and zone
21 changes that move away from low density housing. He stated such development will change the look and feel of Syracuse
22 and citizens are concerned about those changes. Councilmember Lisonbee agreed and stated that she abstained from voting
23 on the general plan change for this property and for the next property listed on the agenda. She has great concerns about
24 these types of land use changes and she feels the Council should proceed with caution because residents may not be paying
25 attention and they have some reliance upon the Council following the general plan. She stated she will not vote in favor of
26 this zone change and she would prefer that no additional similar zone changes be requested in the future.

1 [9:02:59 PM](#)

2 Mayor Palmer stated there has a motion and a second regarding the proposed ordinance and he called for a vote;
3 ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER LISONBEE WHO ABSTAINED FROM
4 VOTING.

5

6 [9:03:19 PM](#)

7 15. Proposed Ordinance 14-14, Rezone request from
8 Lakeview Farms, LLC, property located at 700 S.
9 3000 W., change from R-1 to R-2 & R-3 Residential.

10 A memo from the Community Development Department explained the City Council amended the General Plan on
11 May 13, 2014 for the R-2 and R-3 Residential Zoning. The developer's intent is to develop single family housing that is
12 consistent with the residential character of the surrounding development. The Planning Commission held a public hearing on
13 June 3, 2014 and made a favorable recommendation for the Zoning Map Amendment. The Planning Commission
14 recommends approval to the City Council for the Zone Map Amendment, request from Castle Creek Homes, property located
15 at approximately 700 S. 3000 W., change from R-1 Residential to R-2 Residential Zone, subject to all applicable
16 requirements of the City's municipal codes.

17 [9:03:33 PM](#)

18 Ms. Christensen reviewed her staff memo.

19 [9:04:17 PM](#)

20 COUNCILMEMBER JOHNSON MADE A MOTION TO ADOPT PROPOSED ORDINANCE 14-14
21 APPROVING A REZONE REQUEST FROM LAKEVIEW FARMS, LLC, FOR PROPERTY LOCATED AT
22 APPROXIMATELY 700 S. 3000 W. COUNCILMEMBER PETERSON SECONDED THE MOTION.

23 [9:04:44 PM](#)

24 Councilmember Johnson stated R-3 zoning may be higher density, but this development will be more similar to an
25 R-2 development, and the R-3 zoning will simply accommodate a few smaller lots included in the development. He agrees

1 the Council should be cautious in proceeding with any additional rezone requests and he would be hesitant to consider any
2 additional R-3 zoning requests. Mayor Palmer stated there were many comments regarding this application during a recent
3 Planning Commission meeting; he also has concerns about allowing smaller lot sizes on the property given that it has always
4 been zoned for R-1 development.

5 [9:06:27 PM](#)

6 Mayor Palmer stated there has a motion and a second regarding the proposed ordinance and he called for a vote;
7 ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER LISONBEE WHO ABSTAINED FROM
8 VOTING.

9
10 [9:06:43 PM](#)

11 16. Proposed Ordinance 14-15, Rezone request from
12 Dennis Higley, property located at 3000 S. Bluff
13 Road, change from A-1 to R-2 Residential.

14 A memo from the Community Development Department explained this property is a vacant lot south of Kara
15 Estates. Mr. Higley wishes to rezone the property to conform to the General Plan and then subdivide the property into two
16 lots to be included in the Kara Subdivision. City staff has reviewed the application and finds that it is consistent with the
17 City's General plan and that it is harmonious with the overall character of the surrounding development with no adverse
18 effects, and it has adequate facilities to serve the property. The Planning Commission held a public hearing on June 3, 2014
19 for rezone request on the above noted property. The property is 0.69 acres in size and is currently zoned A-1 Agriculture with
20 a General Plan designation of R-2 Residential. The proposed zone change is in accord with the General Plan as amended. The
21 Syracuse City Planning Commission hereby recommends that the City Council approve the rezone request, located at approx.
22 3000 S Bluff, change from A-1 Agriculture to R-2 Residential.

23 [9:06:55 PM](#)

24 Ms. Christensen reviewed her staff memo.

25 [9:07:39 PM](#)

1 The Council briefly reviewed the plat for the proposed development.

2 [9:08:14 PM](#)

3 COUNCILMEMBER GAILEY MADE A MOTION TO ADOPT PROPOSED ORDINANCE 14-15 APPROVING
4 A REZONE REQUEST FROM DENNIS HIGLEY FOR PROPERTY LOCATED AT APPROXIMATELY 3000 W.
5 BLUFF ROAD. COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

6

7 [9:08:50 PM](#)

8 17. Proposed Ordinance 14-16, Rezone request from
9 Mark Sandberg, property located at 3250 W. 700
10 S., change from R-1 and A-1 to R-3 Residential.

11 A memo from the Community Development Department explained the City Council amended the General Plan on
12 May 13, 2014 for the R-3 Residential Zoning. The developer's intent is to develop single family housing that is consistent
13 with the residential character of the surrounding development. The Planning Commission held a public hearing on June 3,
14 2014 and made a favorable recommendation for the Zoning Map Amendment. The Planning Commission recommends
15 approval to the City Council for the Zone Map Amendment, request from Mark Sandberg, property located at approximately
16 3250 W. 700 S., change from A-1 Agriculture & R-1 Residential to R-3 Residential Zone, subject to all applicable
17 requirements of the City's municipal codes.

18 [9:09:07 PM](#)

19 Ms. Christensen reviewed her staff memo.

20 [9:09:49 PM](#)

21 COUNCILMEMBER GAILEY MADE A MOTION TO ADOPT PROPOSED ORDINANCE 14-16 APPROVING
22 A REZONE REQUEST FROM MARK SANDBERG FOR PROPERTY LOCATED AT APPROXIMATELY 3250 W. 700
23 S. COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

24

25 [9:10:26 PM](#)

26 18. Final Plan, Gailey Farms, K.W. Advisory Group, property

1 located at approximately 750 S 2000 W, R-3
2 Residential Zone.

3 A memo from the Community Development Department explained Gailey Farms is a 40 lot subdivision located at
4 750 S. 2000 W. All requirements and standards of Subdivision have been met. The project outline is as follows:

- 5 • General Plan Amendment
 - 6 ○ Planning Commission February 4, 2014
 - 7 ○ City Council February 10, 2014
- 8 • Rezone Approval
 - 9 ○ Planning Commission March 4, 2014
 - 10 ○ City Council March 11, 2014
- 11 • Sketch Plan Approval
 - 12 ○ Planning Commission March 4, 2014
- 13 • Preliminary Plan Approval
 - 14 ○ Planning Commission April 15, 2014
- 15 • Final Plan Recommendation
 - 16 ○ Planning Commission June 3, 2014

17 The Planning Commission recommends approval to the City Council for the Final Plat of Gailey Farms Subdivision,
18 request from KW Advisory Group, property located at approximately 750 S 2000 W, subject to all applicable requirements of
19 the City's municipal codes and city staff reviews.

20 [9:10:45 PM](#)

21 Ms. Christensen reviewed her staff memo.

22 [9:11:14 PM](#)

23 COUNCILMEMBER PETERSON MADE A MOTION TO GRANT FINAL PLAN APPROVAL FOR GAILEY
24 FARMS SUBDIVISION LOCATED AT APPROXIMATELY 750 S. 2000 W. COUNCILMEMBER DUNCAN
25 SECONDED THE MOTION.

26 [9:11:30 PM](#)

1 Councilmember Duncan stated the Planning Commission had some problems when addressing this application,
2 mainly due to the construction of homes on 700 South and he feels the Commission was unfair to the developer because his
3 request was in accordance with City Code. Councilmember Johnson agreed and thanked the developer for their patience.

4 [9:12:52 PM](#)

5 Mayor Palmer stated there has a motion and a second regarding the proposed final plan approval and he called for a
6 vote; ALL VOTED IN FAVOR.

7

8 [9:12:59 PM](#)

9 19. Final Plan, Harvest Point Phase 8, THR Investment,
10 property located at approximately 1070 W 2150
11 S, R-3 Residential Zone.

12 A memo from the Community Development Department explained Harvest Point 8 is the last phase and consists of
13 11 lots located at 1070 W. 2150 S. and will complete the street connection to Stoker Gardens. All requirements and standards
14 of Subdivision have been met. The project outline is as follows:

- 15 • Sketch Plan Approval
 - 16 ○ Planning Commission May 7, 2013
- 17 • Preliminary Plan Approval
 - 18 ○ Planning Commission June 2, 2013
- 19 • Final Plat Recommendation
 - 20 ○ Planning Commission June 3, 2014

21 The Planning Commission recommends approval to the City Council for the Final Plat of Harvest Point Subdivision
22 Phase 8, request from THR Investment, property located at approximately 1070 W 2150 S, subject to all applicable
23 requirements of the City's municipal codes and city staff reviews.

24 [9:13:16 PM](#)

25 Ms. Christensen reviewed her staff memo.

1 [9:13:38 PM](#)

2 COUNCILMEMBER PETERSON MADE A MOTION TO GRANT FINAL PLAN APPROVAL FOR HARVEST
3 POINT SUBDIVISION PHASE 8 LOCATED AT APPROXIMATLEY 1070 W. 2150 S. COUNCILMEMBER DUNCAN
4 SECONDED THE MOTION; ALL VOTED IN FAVOR.

5

6 [9:14:07 PM](#)

7 20. Final Plan and Development Agreement, Still Water

8 Cluster Subdivision Phases Four through Six, Irben

9 Development LLC, property located at 1500 West Gentile.

10 A memo from the Community Development Department explained the City has been working with the developer on
11 this project for approximately two and one-half years. The project outline is as follows:

- 12 • Sales Contract of City Property
 - 13 ○ City Council January 31, 2012
- 14 • Annexation of Irben Property
 - 15 ○ City Council May, 2012
- 16 • General Plan/Rezone Approval
 - 17 ○ City Council June 26, 2014
- 18 • Sketch Plan Reviews-(30 ski lots, 288 Town Homes)
 - 19 ○ Planning Commission July 17, 2017- **Tabled**
 - 20 ○ August 7, 2012-Tabled (dead end street length, county canal crossing)
- 21 • Annexation of Weaver Property
 - 22 ○ City Council March 12, 2013
- 23 • Sketch Plan Amendment-(30 ski lots, 202 cottage lots, 168 Town Homes=400 units)
 - 24 ○ Planning Commission June 4, 2014- **Tabled** to modify lots to minimum 5,000 sq. ft., 55 feet
 - 25 frontage, side setbacks of 8 feet, reduce number of entrances on gentile, and replace flag lot
 - 26 with cul-de-sac.

- 1 ○ August 6, 2013- **Approved Sketch**, conditional upon removing phase 8 if purchased by
- 2 UDOT.
- 3 • Sketch Plan Amendment-(30 ski lots, 134 cottage lots, 54 courtyard lots, 56 town homes)
- 4 ○ Planning Commission October 16, 2013- **Denied** for deviating from previous approval which
- 5 required 5,000 sq. ft., 55 feet of frontage, and 8ft. side setbacks.
- 6 • Preliminary Plan-(30 ski lots, 165 cottage lots)
- 7 ○ Planning Commission February 18, 2014- **Tabled** to review previous approvals/requirements
- 8 ○ March 4, 2014- **Approved**
- 9 • Final Plan Recommendation Phase 4a, 4b & 5 and CUP
- 10 ○ Planning Commission May 6, 2014- **Approved**
- 11 • Final Plan Recommendation Phase 6
- 12 ○ Planning Commission June 3, 2014- **Approved**

13 Attached to with this review is the draft Development Agreement, including all exhibits and the Development Plan.

14 The proposal consists of two neighborhoods, the Ski Lake Estates which has 2 ski lakes, 30 homes a walking trail and two
15 private parks and one private park with a public easement. The second neighborhood is the Cottages, consists of 165 single
16 family lots, a walking trail and two private parks with a public easement. The development proposed is 86.55 with a net
17 density of 2.78 DU/AC. The Planning Commission recommends approval to the City Council for the Final Plan for Still
18 Water Cluster Subdivision, request from Irben Development, property located at approximately 1500 W Gentile Street,
19 subject to all applicable requirements of the City’s municipal codes and city staff reviews.

20 [9:14:22 PM](#)

21 Ms. Christensen reviewed her staff memo.

22 COUNCILMEMBER PETERSON MADE A MOTION TO GRANT APPROVAL OF THE FINAL PLAN AND
23 DEVELOPMENT AGREEMENT FOR STILL WATER CLUSTER SUBDIVISION PHASES FOUR THROUGH SIX FOR
24 IRBEN DEVELOPMENT LLC, PROPERTY LOCATED AT 1500 WEST GENTILE. COUNCILMEMBER GAILEY
25 SECONDED THE MOTION.

26 [9:16:07 PM](#)

1 Councilmember Duncan stated he has deep concerns about this subdivision; he phase surrounding the ski lakes is
2 very troublesome because it is an half-mile area with no real access to other areas or onto Gentile Street; he feels the plan will
3 sacrifice public safety and will push traffic through higher density areas where more children will live. This is being done to
4 keep traffic from driving in front of the larger houses. He is disappointed that this issue has not been addressed before now.
5 He feels the Planning Commission did a poor job in considering this application and their actions have done a disservice to
6 the residents pertaining to public safety. Councilmember Lisonbee agreed and stated the road configuration creates a serious
7 safety issue. Councilmember Johnson agreed and stated the configuration will have long lasting affects relative to
8 accessibility to main roads and ultimately to Interstate-15. He acknowledged the City has received an opinion from the State
9 Property Rights Ombudsman regarding the application, but the Council has the authority to make minor amendments to the
10 details of the final plan in order to fine tune the proposed development and provide improved public safety. He stated he
11 feels the Council and developer can work together effectively to make the project better. Councilmember Peterson stated that
12 the proposed development and traffic configuration complies with the City Code and there are future plans for road
13 extensions in the area; he does not feel the City Council should force the developer to extend the road that is currently
14 designed as a cul-de-sac. Councilmember Duncan reiterated he is disappointed and he feels the Planning Commission and
15 developer were wrong in their design of the subdivision and the developer put a 'cool idea' above the needs of the rest of the
16 citizens in the area.

17 Mayor Palmer stated staff recommended that the cul-de-sac be extended as a through street. Ms. Christensen stated
18 that is correct; staff made that recommendation to the Planning Commission. She added that she also asked for escrow
19 money to pay for a future road crossing the canal bordering the subdivision, but when the Planning Commission made the
20 motion regarding the application they rejected those two recommendations. Mayor Palmer then asked the developer about
21 his feelings regarding the amendments the City Council is suggesting this evening. Craig Call, legal counsel for the
22 developer, stated it is not unusual for issues such as this to arise, but the Ombudsman addressed this issue and determined the
23 application is vested; the only way to deny the application at this point would be to determine that it does not comply with
24 City ordinances. The ordinances of the City have been written and the application complies with them. There is much to be
25 gained by a positive relationship between the City and any land developer and he indicated there is a through road in the
26 development that crosses the canal and will provide connectivity and the Planning Commission approved this road
27 configuration. He noted his client does not want a negative vote on his application, but it is not appropriate for the developer

1 to be required to accommodate requests from the City Council when his application meets the provisions of the City
2 ordinances. Mike Thayne, developer, stated he is very emotionally involved in this project and he is disappointed that the
3 project has gotten to this point and these types of discussions are still occurring. He stated that this issue should have been
4 addressed three months ago. He then noted the application has been delayed while the City waited for an opinion from the
5 Ombudsman and now that the opinion has been rendered the City Council is ignoring it. He stated that he has experienced
6 contract extensions and increased costs due to the delays and he would ask that the Council do what is right and what they
7 have been advised to do by the Ombudsman. He stated he does not feel the two issues raised by the Council this evening
8 should be discussed in detail because they have already been discussed many times and the Planning Commission approved
9 the road configuration. Councilmember Duncan stated the Council has had many discussions regarding this project with Mr.
10 Thayne and he is frustrated that Mr. Thayne did not incorporate the recommendations of the Community and Economic
11 Development Director into the plan for his development. He asked why Mr. Thayne ignored a recommendation that was
12 based on public safety of the residents of the development and convinced the Planning Commission to vote in favor of his
13 proposal. Mr. Thayne stated that the Planning Commission voted for his recommendation for many valid reasons; it does not
14 make sense for the road to be stubbed to the north. The reasons were considered by logical and reasonable people that
15 participated in the entire discussion regarding the project. Councilmember Duncan stated the approval was contrary to staff's
16 recommendation, but in the past Mr. Thayne has requested that the Council follow staff recommendations; he is trying to
17 understand the dichotomy in that situation. Mr. Thayne stated that he does not feel the road configuration creates public
18 safety issues and the issue is simply a matter of whose homes the vehicles should drive by when being routed out of the
19 development. He then stated there has never been a development like this in Syracuse and staff may make recommendations
20 regarding the plans for the subdivision and, if appropriate, he has responded to explain why their suggestion is not feasible or
21 reasonable; his arguments regarding the road configuration were accepted and approved.

22 Mayor Palmer stated that he had a discussion with Mr. Thayne and his brother and they committed to bond for
23 future road improvements for the canal crossing if necessary. Mr. Thayne stated that is correct; he would be foolish to say no
24 to that request this evening and have that be the cause for denial of the application. He does not think it is right for that to be
25 requested of him.

26 Councilmember Gailey called to question. Councilmember Lisonbee stated that a call to question is a mechanism in
27 Roberts Rules of Order that cuts off debate regarding an issue; she indicated she is not ready to be finished with debate.

1 Mayor Palmer called for a vote on the call to question. Councilmembers Gailey and Peterson voted in favor.
2 Councilmembers Duncan, Johnson, and Lisonbee voted in opposition and Mayor Palmer declared debate can continue.

3 Mayor Palmer asked Mr. Thayne if he would be willing to place money in escrow for the future connection over the
4 canal in return for a favorable vote this evening. Mr. Thayne answered yes, but noted the other recommendation would
5 require a plat change and he is not willing to do that. Councilmember Duncan asked which item being requested by the
6 Council is more expensive. Mr. Thayne stated it is not a matter of cost, it is a matter of principle; he wants to provide privacy
7 and a certain look and feel for the homes surrounding the lakes. If the road is pushed through, the value of the lots around the
8 lakes will decrease and the development is based upon that design. Councilmember Duncan stated that he had discussions
9 with Mr. Thayne in the past regarding this issue and he indicated that one of the reasons he did not want to extend the road is
10 because he was considering privatizing it at some point in the future and he asked if that is a real option or just a 'sales pitch'.
11 Mr. Thayne stated it is a real option that is actually included in the development agreement as a future option.
12 Councilmember Duncan stated the development includes roads that are of no use to any other resident in the City and it
13 makes no sense to him for the City to maintain them and for the roads to only provide a benefit to the few houses located
14 there; they will have privacy and higher property values and there is no value for the roads to be public. Councilmember
15 Peterson disagreed and stated that there are many roads in the City that many residents have likely never driven upon, but
16 there is value to have the roads in front of residents' homes. Councilmember Duncan stated there is value to other roads
17 because people can use them to access a destination. Councilmember Peterson stated that is not the case with every road in
18 the City. Councilmember Duncan disagreed and noted most of the other roads in the City provide connections and prevent
19 segregation; the cul-de-sac near the lakes does not provide a public benefit to the rest of the City. He asked Mr. Thayne if he
20 would commit to privatizing the road rather than making the privatization an option. He stated that approval of the cul-de-
21 sac would basically give Mr. Thayne a private road maintained by public dollars. Councilmember Gailey stated the same is
22 true for all other cul-de-sacs in the City. Councilmember Lisonbee stated that is not the case if a resident is trying to visit
23 another resident living on a cul-de-sac. Councilmember Gailey stated the same is true for the cul-de-sac in the Stillwater
24 development. Councilmember Lisonbee stated she agrees with Councilmember Duncan.

25 Councilmember Johnson asked if there is any chance Mr. Thayne would be willing to extend the cul-de-sac. Mr.
26 Thayne answered no. Councilmember Duncan asked Mr. Thayne if he would commit to privatizing the road. Mr. Thayne
27 stated that he cannot see how that would benefit the City. There was a general discussion regarding the manner in which

1 public roads benefit the City, with Councilmember Lisonbee indicating the Ombudsman's opinion has no bearing on the
2 development agreement for the project and she believes the City could require the road to be privatized. Councilmember
3 Peterson asked if that is the right thing to do. Councilmember Lisonbee answered yes. Councilmember Peterson disagreed.
4 Councilmember Duncan stated there has been an argument throughout the consideration of this process based on what is
5 legal compared to what is right. He stated if the City wants to do what is right and moral the developer should be required to
6 extend the cul-de-sac to prevent a safety issue in the City. Councilmember Peterson disagreed.

7 Mayor Palmer stated he feels the debate has stalled and if the developer has agreed to place money in escrow to pay
8 for future improvements over the canal he is satisfied with that. Councilmember Gailey stated he is also satisfied and he
9 called to question.

10 Mayor Palmer called for a vote on the call to question. Councilmembers Gailey and Peterson voted in favor.
11 Councilmembers Duncan, Johnson, and Lisonbee voted in opposition.

12 Mr. Call stated he has participated in the public process for many years in different capacities, including serving as
13 the State Property Rights Ombudsman. He stated there was a similar situation in the City of Washington and the question
14 was whether the city could force a property owner to push a cul-de-sac through to serve the public good and Chief Justice
15 Zimmerman said the City could condemn the property and pay just compensation if the road was truly to serve the public.
16 He stated that the property owner is entitled to the use of his land and if the City tries to declare that the road must be private
17 that would raise equal protection issues. He stated he has never found it to be effective in the public arena to be so candid
18 about the legal implications of a Council action, but he tried to express that not approving the application this evening would
19 not be in the best interest of any of the parties involved.

20 Councilmember Lisonbee stated that she has spent hours meeting with the developer and his entourage and she has
21 shared the same concerns she is sharing this evening multiple times. Councilmember Johnson stated he feels the Council is
22 simply trying to gauge the developer's willingness to reach a compromise to accomplish the goals of both parties. He stated
23 he feels Mr. Thayne wants the best for the City as does the City Council and the two parties must reach some common
24 ground; if the developer is willing to make some concessions it will be possible to move forward this evening. He asked Mr.
25 Thayne what he is willing to do. Mr. Thayne stated that he would be willing to privatize the street, but he is tired of being the
26 only party that is giving. He feels the delays have been unreasonable, but he has had no choice to comply and now the City

1 has a legal opinion and is not following it. He stated that if the street had to be privatized in order to gain approval of the
2 development he would not oppose that request.

3 Councilmember Gailey asked City Attorney Drake to provide his opinion regarding the concessions that have been
4 agreed to by Mr. Thayne this evening. Mr. Drake stated that his opinion will always be that if the City can get an issue
5 resolved that should happen. Through all his discussions with the developer, Planning Commission, City Council, and staff
6 he has a good idea of the position of each party and he feels the Thaynes are willing to bond for future improvements over the
7 canal, but they are not willing to extend the cul-de-sac. He stated the City has received an opinion from the Ombudsman that
8 states the application is vested and at this point the developer feels they do not have to compromise, though it seems they are
9 still willing to do so. He stated he agrees that the developer is not required to compromise and if the issue were litigated the
10 end result would be bad for the City. If the developer is willing to make concessions that address Councilmember Duncan's
11 concerns regarding connectivity and public safety, that is a great compromise and the City should be happy with it. He stated
12 he is concerned about the requirement to privatize a road, but he is not prepared to adequately address that issue. He stated
13 he is confused by that request because the argument he has heard about the development is that it is two different
14 developments that provide for the "haves and have nots"; a private gated road would further that feeling of segregation and
15 would prevent any meaningful interaction between the residents of the two neighborhoods. He concluded if the Council is
16 willing to approve the application this evening based on the concessions of the developer he feels that would be a good
17 compromise. He stated that if the Council denies the application this evening the issue will be litigated. Councilmember
18 Duncan stated that he feels Councilmember Gailey put Mr. Drake in a difficult position and the issues regarding potential
19 litigation should have been discussed in a closed session. Councilmember Gailey stated he has heard the legal opinion of the
20 attorney representing the developer and in order for him to make an intelligent decision he needed the City's legal opinion.
21 Councilmember Duncan stated the Council has heard that opinion in closed sessions, but now the public has heard it as well.

22 Discussion regarding a compromise between the City Council and developer continued, with Ms. Christensen
23 stating the specific language she recommended relative to the developer's bond for future road improvements to provide a
24 canal crossing was "at the time of final plat approval for phase nine of the development, the developer will place in escrow or
25 bond for 50 percent of the cost estimate for the necessary work to be completed within five years; if the City decides against
26 proceeding with the road extension the bond would be released back to the developer". Councilmember Duncan asked if Mr.
27 Thayne understands that compromise and if he is willing to agree to it. Mr. Thayne answered yes.

1 COUNCILMEMBER DUNCAN MOVED THAT AT THE TIME OF FINAL PLAT APPROVAL FOR PHASE
2 NINE OF THE DEVELOPMENT, THE DEVELOPER WILL PLACE IN ESCROW OR BOND FOR 50 PERCENT OF
3 THE COST ESTIMATE FOR THE NECESSARY WORK TO BE COMPLETED WITHIN FIVE YEARS; IF THE CITY
4 DECIDES AGAINST PROCEEDING WITH THE ROAD EXTENSION THE BOND WOULD BE RELEASED BACK TO
5 THE DEVELOPER. COUNCILMEMBER JOHNSON SECONDED THE MOTION.

6 Councilmember Lisonbee thanked Mr. Thayne for his willingness to agree to the compromise, but noted she still has
7 concerns regarding the development agreement.

8 Mayor Palmer stated there has been a motion and second to amend the development agreement and he called for a
9 vote. ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER PETERSON WHO VOTED IN
10 OPPOSITION.

11 Councilmember Lisonbee inquired as to whether the Council would like to entertain a requirement to privatize the
12 cul-de-sac. Councilmember Duncan stated he is ready to proceed with approval of the development, but he has frustrations
13 with the process, with the Planning Commission, and with the developer. He focused on the City's cluster subdivision
14 ordinance and associated vesting rights. He feels those issues need to be addressed soon by the City Council.
15 Councilmember Lisonbee thanked Mr. Thayne for continuing to work with the City and for compromising on the
16 development tonight. She added she is sorry that he is frustrated that he was required to wait for the Ombudsman's opinion,
17 but she noted that he is the person that requested the opinion, not the City. Councilmember Johnson stated he is disheartened
18 that the cul-de-sac will not be completed because he feels it would provide much better connectivity for the area; however, he
19 is ready to proceed as well.

20 [10:06:18 PM](#)

21 Mayor Palmer stated there has been a motion and second to approve the final plan and development agreement and
22 he called for a vote. ALL VOTED IN FAVOR.

23

24 [10:06:35 PM](#)

25 21. Authorize Administration to execute Animal Control

1 Agreement with Davis County.

2 A memo from the Police Chief explained the proposed contract represents an interlocal agreement between Davis
3 County and Syracuse City for animal control services. The contract is in effect from January 1, 2013, through December 31,
4 2017. The information submitted for your review does not represent any change in service; however, each year the rate we
5 pay for animal control services is subject to adjustment based on the percentage of calls that Davis County Animal Care and
6 Control receives from Syracuse residents and the City. The total compensation amount noted in the 2013 contract was
7 \$42,147.39; the total compensation amount noted in the 2014 amendment is \$40,441.98.

8 [10:06:47 PM](#)

9 Chief Atkin reviewed his staff memo.

10 [10:08:49 PM](#)

11 COUNCILMEMBER GAILEY MADE A MOTION TO AUTHORIZE ADMINISTRATION TO EXECUTE THE
12 ANIMAL CONTROL AGREEMENT WITH DAVIS COUNTY. COUNCILMEMBER DUNCAN SECONDED THE
13 MOTION; ALL VOTED IN FAVOR.

14

15

16 Councilmember Lisonbee asked that the Governing Body forego Councilmember, Mayor, and City Manager reports
17 this evening due to the late hour.

18

19

20 At [10:09:25 PM](#) p.m. COUNCILMEMBER LISONBEE MADE A MOTION TO ADJOURN.

21 COUNCILMEMBER DUNCAN SECONDED THE MOTION; ALL VOTED IN FAVOR.

22

23

24

25

26 _____
Terry Palmer
27 Mayor

Cassie Z. Brown, CMC
City Recorder

28

29 Date approved: _____

1 Mayor Palmer then convened the public hearing.

2 [10:12:09 PM](#)

3 There being no persons appearing to be heard, Mayor Palmer closed the public hearing.

4 BOARDMEMBER LISONBEE MADE A MOTION TO ADOPT PROPOSED RESOLUTION RDA14-01
5 ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR (FY) 2010-2011. BOARDMEMBER DUNCAN
6 SECONDED THE MOTION; ALL VOTED IN FAVOR.

7

8

9 At [10:12:49 PM](#) p.m. BOARDMEMBER DUNCAN MADE A MOTION TO ADJOURN. BOARDMEMBER
10 PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

11

12

13

14 _____
Terry Palmer

15 Mayor

16

17 Date approved: _____

Cassie Z. Brown, CMC

City Recorder

Minutes of the Syracuse City Municipal Building Authority Special Meeting, June 10, 2014

Minutes of the Special Meeting of the Syracuse City Municipal Building Authority held on June 10, 2014 at 10:13 p.m., in the Council Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Trustees: Brian Duncan
Mike Gailey
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Finance Director Steve Marshall
Public Works Director Robert Whiteley
City Attorney Clint Drake
Fire Chief Eric Froerer
Police Chief Garret Atkin
Parks and Recreation Director Kresta Robinson
Community Development Director Sherrie Christensen
Utilities Manager Holly Craythorn
City Planner Jenny Schow
City Planner Noah Steele

1. Meeting Called to Order/Adopt Agenda.

President Palmer called the meeting to order at [10:13:07 PM](#) p.m. as a special meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Trustee.

2. Public Hearing – Proposed Resolution MBA 14-01 adopting the annual budget for the Fiscal Year (FY) 2014-2015.

A memo from Finance Director Marshall explained the City Council and Mayor are the acting board members for both the RDA and the MBA. Each is a separate legal entity and each has a separate budget proposal to go along with proposed resolutions RDA14-01 and MBA14-01. The RDA board oversees two RDA areas (town center and 750 West) and the SR-193 EDA area. This is the first year of tax increment for the SR-193 EDA area. There have not been any changes made since the tentative budget was approved on May 13, 2014. This is the last meeting the Board can adopt a final budget before the June 22 deadline provided by State Law.

[10:13:15 PM](#)

Mr. Marshall reviewed his staff memo.

[10:13:34 PM](#)

Mayor Palmer then convened the public hearing.

10:13:49 PM

There being no persons appearing to be heard, Mayor Palmer closed the public hearing.

TRUSTEE LISONBEE MADE A MOTION TO ADOPT PROPOSED RESOLUTION MBA14-01 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2014-2015. TRUSTEE JOHNSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

At 10:14:14 PM TRUSTEE JOHNSON MADE A MOTION TO ADJOURN. TRUSTEE DUNCAN SECONDED THE MOTION; ALL VOTED IN FAVOR.

Terry Palmer
President

Cassie Z. Brown, CMC
City Recorder

Date approved: _____

Minutes of the Syracuse City Council Work Session Meeting, June 24, 2014

Minutes of the Work Session meeting of the Syracuse City Council held on June 24, 2014, at 7:00 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Brian Duncan
Mike Gailey
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson (arrived at 8:47 p.m.)

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

Excused: Councilmember Douglas Peterson

City Employees Present:
Finance Director Steve Marshall
Public Works Director Robert Whiteley
City Attorney Clint Drake
Community Development Director Sherrie Christensen

The City Council participated in a site visit prior to convening the Work Session meeting at 7:00 p.m. The site visit was held at the Freeport Center Culinary Water Tank and the Bluff Road Secondary Water Pond; the site visit began at 6:00 p.m. The purpose of the site visit was to tour and receive information regarding the City's culinary and secondary water systems.

The purpose of the Work Session was to receive public comments; receive a presentation from the Syracuse Arts Council; discuss the Wasatch Front Regional Council (WFRC) Complete Streets Pilot Program; discuss the scope of an efficiency audit; review special meeting agenda items 2-6; and discuss Council business.

[7:10:25 PM](#)

Public Comments

TJ Jensen commended the Mayor for his swift action in appointing new members of the Planning Commission and he thanked the outgoing Commissioners for their service. He then noted that since City Manager Bovero took over as City Manager and since Mayor Palmer was elected he has seen the staff working better together and with the Council and Mayor; he feels this is a direct reflection of their leadership abilities. He then concluded that in the middle of May the Utah Department of Transportation (UDOT) signed a memorandum of understanding with the Utahns for Better Transportation

1 pertaining to the “shared solution” for the West Davis Corridor project. A workshop was held last week there were many
2 people in attendance to discuss the many issues surrounding the project. The issue was also discussed in the last Planning
3 Commission meeting and while there are no guarantees regarding changes to the project he commend UDOT for making an
4 effort to listen to the residents.

5
6 [7:13:28 PM](#)

7 **Presentation from Syracuse Arts Council**

8 Arts Council Chair Jamie Murray provided the annual Syracuse Arts Council presentation, which highlighted the
9 events of the past year and the group’s plans for the upcoming year. She provided a history of the funding the City has
10 dedicated to the Arts Council, reviewed lack of participation from City Council and City staff, reviewed the events the Arts
11 Council has produced with available funding, and discussed the lack of volunteers willing to participate. She concluded by
12 summarizing the Art’s Council request of the City as follows:

- 13 • Accept the Arts Council as a valuable commodity and promote our efforts through:
 - 14 ○ Word of mouth
 - 15 ○ Use of City utility bills
 - 16 ○ Web support
- 17 • Become an annual Sponsor of at least the Presenting Level of \$1,000 cash, or more if the Arts Council
- 18 presents a viable new program proposition.
- 19 • Honor City Ordinance 3.45.050 by providing City facilities, free of charge, at the Community Center
- 20 and with priority.
- 21 • Attend events sponsored by the Arts Council
- 22 • Encourage a City Council representative to guide and promote the building up of the Arts Council
- 23 Board and to serve according to City Ordinance 3.45.020(C)

24 [7:26:32 PM](#)

25 Councilmember Lisonbee stated that she is assigned to serve as the liaison to the Arts Council, but she stopped
26 receiving emails regarding meetings of the body. She also reviewed the history of funding of the Arts Council and indicated

1 that it may not be possible to officer additional financial support. There was a brief discussion regarding increasing the
2 number of productions or events that the Arts Council promotes or participates in, after which Councilmember Lisonbee
3 stated she would be happy to facilitate discussions between the Arts Council and City Administration pertaining to free use of
4 the Community Center facility. Councilmember Johnson stated there may be a misconception that the City Council does not
5 support the Arts Council and he noted that is incorrect and all members of the Governing Body are arts-minded. There was a
6 brief discussion regarding the makeup of the Arts Council, with a focus on whether the group is a 501(c)(3) organization.
7 Ms. Murray stated she would simply like some assistance in accounting for the body's funds. Councilmember Duncan stated
8 the Council needs to carefully consider the type of groups and events they agree to sponsor with taxpayer funding. Mayor
9 Palmer agreed and encouraged all Councilmembers and residents to support the Arts Council by attending the upcoming
10 annual production in July.

11
12 [7:35:52 PM](#)

13 **Discussion regarding Wasatch Front Regional**

14 **Council (WFRC) Complete Streets Pilot Program**

15 A memo from Community Development Director Christensen explained that Wasatch Front Regional Council
16 (WFRC) who is the metropolitan planning organization for the Wasatch Front is developing a program that will help
17 communities make their streets safer for all those trying get from point A to point B, regardless of whether they are driving,
18 walking, biking, or even riding a horse if that's what we want. The program is called "Complete Streets" and they have
19 chosen our city to participate as a pilot city. This means that we will get free professional planning assistance from their staff
20 and consultant in exchange for participation in the program. Participation will include attending some professionally
21 facilitated stakeholder meetings and implementing a strategy to make our streets more 'complete'. Below are some additional
22 web links that will provide more information about WFRC and complete streets.

- 23
- http://www.wfrc.org/new_wfrc/index.php/wfrc-programs/complete-streets
 - <http://www.smartgrowthamerica.org/complete-streets>
- 24

25 The Community & Economic Development Department would like the Mayor and City Council to consider
26 participating in this program. There is no cost besides staff time to participate and given the high percentage of

1 schoolchildren that use our streets to get to school; this could be a way to make their commute safer without using a lot of
2 city resources. Principal Fredericks from Syracuse Elementary told me that less than 5% of her 990 students are bussed to
3 school. They have so many students that ride their bikes and scooters to school, they created an indoor scooter “parking lot”
4 in addition to their outdoor bike racks that get really full.

5 [7:36:16 PM](#)

6 City Planner Steele reviewed the staff memo and introduced a representative of WFRC, Greg Scott, who provided
7 an overview of the complete streets pilot program.

8 [7:41:51 PM](#)

9 There was a brief Council discussion regarding funding for the pilot program as well as the intent of the program.
10 Councilmembers Duncan, Johnson, and Lisonbee indicated that they are not supportive of using the program in Syracuse
11 because they do not feel it is a good fit and the City does not need additional public transit options. Councilmember Gailey
12 voiced his support for the program because the City should take advantage of the free planning tools that would be available
13 through the program. Mayor Palmer concluded that it may be necessary to have additional discussion regarding this proposal
14 before making a final decision. Mr. Scott stated that the program simply provides context sensitive solutions for
15 transportation and any recommendations or projects would be tied directly to the actual needs of Syracuse City.

16

17 [7:54:22 PM](#)

18 **Discussion regarding the scope of an efficiency audit**

19 A memo from City Manager Bovero explained the City Council and Staff have discussed the merits of conducting
20 an efficiency audit of the internal structure and processes of the City. Since the term “efficiency audit” can easily be
21 interchanged with other types of audit terms, I have put forth an explanation below to ensure everyone is speaking the same
22 language.

23 Types of Audits

- 24
- Effectiveness Audit

1 'Effectiveness' measures the outcomes or impact of a program. Example: The new snow plowing system
2 resulted in an average 10% reduction in auto accidents involving slippery conditions. It helps determine if the
3 programs are accomplishing their intended purposes.

4 • Efficiency Audit

5 'Efficiency' measures the output of a program. Example: The City implemented the new snow plowing system
6 at a rate of \$50/man hour, and roads were cleared at a rate of 3 miles/truck/hour. It helps determine how well
7 the City performs the service, but not necessarily shows whether it is effective or not.

8 • Compliance Audit

9 'Compliance' measures the programs compliance with a certain standards or laws: The city properly used Class
10 C Road funds to pay for the new snow plowing system. It helps determine whether the City is following the
11 proper regulations and standards when it performs the service.

12 • Investigative Audit

13 Investigative Audit attempts to find the reasons for a specific issue. Example: Whether the performance of the
14 new snow plowing system suffered due to poor equipment. It helps discover the cause of a certain problem
15 within the City's programs, and is usually very narrow in scope.

16 To further illustrate the importance of distinguishing between effectiveness and efficiency, I have attached three
17 examples of performance measurement. The first is an example from the EPA. The second example shows performance
18 measures from Bellevue, Washington's IT Dept. The third example shows key performance measures from the Fairfax
19 County, VA Human Resources Department.

20 The discussion for the June 24th meeting is meant to answer the following questions:

- 21 1. What is the purpose of the efficiency audit?
22 2. Do we want to also examine the effectiveness of City services?
23 3. Should the audit focus on the overall structure and procedures of the City, or should we perform an efficiency
24 audit on the services of each department?

25 [7:54:39 PM](#)

26 Mr. Bovero reviewed his staff memo.

27 [8:01:03 PM](#)

1 Council discussion began and Councilmember Duncan expressed his vision for the efficiency audit; he would like a
2 combination of an effectiveness and efficiency audit as described in Mr. Bovero's memo. He would like to know the least
3 expensive way to provide a service, but he would also like to understand the impact that would have on the City's
4 effectiveness in providing that service. He would also like for the Council to meet with the auditor selected to ensure that
5 they understand exactly what the Council is seeking. Councilmember Johnson stated that the auditor will need to review City
6 processes for their appropriateness. Councilmember Gailey added the auditor should be able to also make recommendations
7 for improving effectiveness and efficiency in the City's processes. Councilmember Lisonbee asked if City Administration
8 has talked with any auditing firms. Mr. Bovero answered no and stated he was waiting to determine a scope before
9 approaching any auditing firm. Discussion regarding the scope of the audit continued with Councilmember Duncan
10 suggesting that some departments, such as the Police Department, be immune from the audit because they are more
11 specialized. Councilmember Johnson agreed that all public safety areas of the City should be immune from the audit. There
12 was a brief discussion regarding some of the things that current Department Heads have already done to improve efficiency
13 in the City, after which Mr. Bovero stated he would like to focus on the scope of the proposed efficiency audit; he asked if
14 the Council would like an auditor to review the overall structure of the City or if they would like to commission audits for
15 specific services or areas of the City. Councilmember Duncan stated that he would like to get a cost for both options and
16 make a decision from that point; he is willing to spend thousands of dollars on the service.

17
18 [8:13:25 PM](#)

19
20 **Review special meeting agenda item 6:**
21 **Authorize Administration to execute contract**
22 **with Keddington and Christensen LLC for**
23 **audit services**

24 A staff memo from Finance Director Marshall explained it has been several years since the City has put a request for
25 proposal (RFP). It is good practice to place this service out to bid over 3-5 years. Our current auditor's Wood, Richards, &
26 Associates have conducted our audits for the past several years. They have done a great job and provided a great service to

1 the City. Syracuse City put out a competitive RFP for audit services. We had a total of 9 auditing firms submit a bid for
2 services. I have included an evaluation sheet with the packet information for your review. The firms were rated on cost (0-
3 35 points), qualifications of staff (0-20 points), technical experience of firm (0-20 points), and responsiveness of proposal (0-
4 25 points). All the firms met the minimum requirements to be accepted for the audit RFP. The firm that scored the highest
5 combined score in all four areas was Keddington & Christensen LLC. They scored 100 points out of 100. They were one of
6 the lowest cost firms and also have the best qualifications to perform the audit. Based on this information, I would
7 recommend awarding the contract for audit services to Keddington & Christensen LLC. The proposed contract for audit
8 services with Keddington & Christensen was included in the Council packet for review.

9 [8:13:45 PM](#)

10 Mr. Marshall reviewed his staff memo.

11 [8:15:32 PM](#)

12 Council discussion regarding the audit agreement began, with Councilmember Lisonbee stated she appreciates the
13 process to solicit new proposals for the required annual audit. Mayor Palmer agreed and noted the firm that is being
14 recommended has great experience.

15
16 [8:17:10 PM](#)

17 **Review special meeting agenda items 2-4:**
18 **Proposed Resolutions appointing members**
19 **of the Syracuse City Planning Commission**

20 A memo from Community Development Director Christensen explained the Mayor, City Manager, and City Planner
21 Schow interviewed applicants for the vacancies on the Planning Commission. The Mayor is recommending the attached
22 candidates for appointments. Each of the candidates have excellent credentials and demonstrated a high level of integrity and
23 impartiality. I am very excited to work with them and believe they will be an asset to the Planning Commission. Below I have
24 given a brief overview of each candidate.

1 Gregory B. Day-Mr. Day has been a resident of Syracuse for the past few years. He previously served on the
2 Planning Commission from 2/8/11 to 11/21/12. He is a civil engineer and has experience presenting to various government
3 boards.

4 Trevor Hatch-Mr. Hatch is a land surveyor by profession, currently employed by Weber County. He has experience
5 in reviewing plats and working with landowners and developers.

6 Troy Moultrie-Mr. Moultrie has lived in Syracuse six years. He works in management and has experience dealing
7 with business owners and nonprofit organizations.

8 [8:17:31 PM](#)

9 Mayor Palmer reviewed the staff memo and provided a summary of the interview process that was used to select
10 new members of the body.

11 Councilmember Duncan stated he is aware that Councilmember Lisonbee was involved in the process to select new
12 members of the Planning Commission. He noted the Council requested the letters of intent for those seeking the position and
13 they were released and he appreciated that transparency and openness in the process. He then asked each candidate where the
14 City Code fits into the decisions they make. Mr. Hatch stated for him the City Code is black and white and if something
15 complies with the Code he would recommend approval; if it does not comply then the application would need to be amended
16 in order to comply with the Code. Councilmember Duncan referenced the General Plan as well. Mr. Hatch indicated the
17 General Plan is a guiding document and should also be followed when considering development applications. Mr. Day then
18 stated he considers the City Code to be the rule book of the City and the Planning Commission should follow those rules. He
19 added the General Plan is essentially a document including decisions that have already been made and the Plan is updated
20 every five years. Mr. Moultrie agreed, but stated he would have an open mind regarding essential or necessary changes, but
21 noted the City Code is in place or a purpose and it should be followed.

22 Mayor Palmer stated there have been problems in the past due to certain Planning Commissioners being unwilling to
23 voice their opinions regarding applications. He asked if the potential appointees would have that same problem. Mr. Day
24 stated that he is getting involved to be involved and he anticipates voicing his opinion on a regular basis. He added that he
25 will be a member of the body that will add value to the discussion. He noted he was previously a member of the Planning
26 Commission and he was disheartened when members waited until after a vote was taken to voice their opinion because that
27 opinion could have been helpful to him in making his decision. Mr. Moultrie agreed and stated that he values community

1 involvement and awareness of the things that are taking place in the City. Mr. Hatch added that it is the purpose of
2 government to help the citizens and developers by bring suggestions and ideas to the table as part of the development
3 process.

4 Councilmember Johnson inquired as to the potential appointees' five year vision for the City. Mr. Hatch stated the
5 General Plan includes a mission statement that discusses developing a family-friendly, safe environment with low density;
6 that is why he moved to the City and it is something he would like to protect. Mr. Moultrie agreed and stated that he has
7 lived in many other cities and prefers Syracuse because of the rural feel; he would work to protect that for all citizens. Mr.
8 Day agreed and stated the General Plan is great and should be supported by the Planning Commission and City Council.
9 There was a brief discussion regarding high density housing in the City and all three potential appointees indicated they do
10 not feel the citizens support that type of land use and that high apartment complexes would reduce property values in the
11 City.

12
13 [8:26:56 PM](#)

14 **Review special meeting agenda item 5:**

15 **Proposed Resolution R14-21 appointing**

16 **members of the Syracuse City Parks**

17 **Advisory Committee**

18 A memo from City Manager Bovero explained Through the City's website, Facebook, and twitter pages, and via the
19 City's newsletter and utility bills, advertisements for the Park Advisory Committee appointments were sent out to the public.
20 The Advertisements asked those interested to send in their expressed interest in serving on the committee. The purpose of
21 the Parks Advisory Committee is outlined in the City Code as follows:

22 3.35.040 Duties and responsibilities.

23 It shall be the duty of the Parks Advisory Committee to act in an advisory and voluntary capacity to the City Council
24 regarding the development of parks, trails and related facilities, programs, policies and priorities. The Parks
25 Advisory Committee should periodically review the City's parks master plan and make appropriate
26 recommendations to the City Council regarding the same. The Parks Advisory Committee should also recommend

1 projects, policies, funding allocations, and other measures, programs, or activities for the development of parks,
2 trails and related facilities within the City. The Parks Advisory Committee shall carry out projects, programs and
3 activities as directed by the City Council.

4 The Mayor has conducted interviews with the following individuals, whom he proposes to appoint to the committee:

- 5 ○ David Hansen
- 6 ○ Russ Sedgwick
- 7 ○ Patrick Egan
- 8 ○ Alan Clark
- 9 ○ Hannah Miller

10 Mayor Palmer reviewed the staff memo and summarized the interview process. He also provided an overview of the
11 background of each applicant and the reasons they are interested in serving. There was a general discussion about the basic
12 roles and duties of the committee, after which Mayor Palmer recommended that Councilmembers Duncan and Peterson be
13 committee members as well. There was a general discussion about the purpose of the Committee and Council involvement
14 in the Committee after which Councilmember Johnson stated he would be interested in participating on the committee as
15 well.

16

17 [8:35:45 PM](#)

18 **Council business**

19 At each meeting the Councilmembers and Mayor provide reports regarding the meetings and events they have
20 participated in since the last City Council meeting. Councilmember Gailey's report began at [8:35:56 PM](#). He was
21 followed by Councilmembers Duncan, and Johnson. Councilmember Lisonbee indicated she had nothing to report. Mayor
22 Palmer's report began at [8:44:35 PM](#).

23

24 The meeting adjourned at 8:48 p.m.

25

26

1

2

3 _____
Terry Palmer

4 Mayor

5

6 Date approved: _____

Cassie Z. Brown, CMC
City Recorder

1 Minutes of the Syracuse City Council Special Meeting, June 24, 2014.

2
3 Minutes of the Special meeting of the Syracuse City Council held on June 24, 2014, at 8:48 p.m., in the Council
4 Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

5
6 Present: Councilmembers: Brian Duncan
7 Mike Gailey
8 Craig A. Johnson
9 Karianne Lisonbee
10 Douglas Peterson

11
12 Mayor Terry Palmer
13 City Manager Brody Bovero
14 City Recorder Cassie Z. Brown
15

16 City Employees Present:
17 Finance Director Steve Marshall
18 Public Works Director Robert Whiteley
19 City Attorney Clint Drake
20 Community Development Director Sherrie Christensen
21

22 [8:49:05 PM](#)

23 1. Meeting Called to Order

24 Mayor Palmer called the meeting to order at 8:48 p.m.

25
26 [8:49:13 PM](#)

27 2. Proposed Resolution R14-20 appointing Trevor Hatch
28 to the Syracuse City Planning Commission.

29 A memo from Community Development Director Christensen explained the Mayor, City Manager, and City Planner
30 Schow interviewed applicants for the vacancies on the Planning Commission. The Mayor is recommending the attached
31 candidates for appointments. Each of the candidates have excellent credentials and demonstrated a high level of integrity and
32 impartiality. I am very excited to work with them and believe they will be an asset to the Planning Commission. Below I have
33 given a brief overview of each candidate.

34 Gregory B. Day-Mr. Day has been a resident of Syracuse for the past few years. He previously served on the
35 Planning Commission from 2/8/11 to 11/21/12. He is a civil engineer and has experience presenting to various government
36 boards.

37 Trevor Hatch-Mr. Hatch is a land surveyor by profession, currently employed by Weber County. He has experience
38 in reviewing plats and working with landowners and developers.

1 Troy Moultrie-Mr. Moultrie has lived in Syracuse six years. He works in management and has experience dealing
2 with business owners and nonprofit organizations.

3 [8:49:30 PM](#)

4 COUNCILMEMBER DUNCAN MADE A MOTION TO ADOPT PROPOSED RESOLUTION R14-20
5 APPOINTING TREVOR HATCH TO THE SYRACUSE CITY PLANNING COMMISSION. COUNCILMEMBER
6 JOHNSON SECONDED THE MOTION, ALL VOTING AYE.

7

8 [8:49:49 PM](#)

9 3. Proposed Resolution R14-21 appointing Greg Day to
10 the Syracuse City Planning Commission.

11 A memo from Community Development Director Christensen explained the Mayor, City Manager, and City Planner
12 Schow interviewed applicants for the vacancies on the Planning Commission. The Mayor is recommending the attached
13 candidates for appointments. Each of the candidates have excellent credentials and demonstrated a high level of integrity and
14 impartiality. I am very excited to work with them and believe they will be an asset to the Planning Commission. Below I have
15 given a brief overview of each candidate.

16 Gregory B. Day-Mr. Day has been a resident of Syracuse for the past few years. He previously served on the
17 Planning Commission from 2/8/11 to 11/21/12. He is a civil engineer and has experience presenting to various government
18 boards.

19 Trevor Hatch-Mr. Hatch is a land surveyor by profession, currently employed by Weber County. He has experience
20 in reviewing plats and working with landowners and developers.

21 Troy Moultrie-Mr. Moultrie has lived in Syracuse six years. He works in management and has experience dealing
22 with business owners and nonprofit organizations.

23 [8:49:59 PM](#)

24 COUNCILMEMBER LISONBEE MADE A MOTION TO ADOPT PROPOSED RESOLUTION R14-21
25 APPOINTING GREG DAY TO THE SYRACUSE CITY PLANNING COMMISSION. COUNCILMEMBER JOHNSON
26 SECONDED THE MOTION, ALL VOTING AYE.

27

1 [8:50:40 PM](#)

2 4. Proposed Resolution R14-22 appointing Troy Moultrie
3 to the Syracuse City Planning Commission.

4 A memo from Community Development Director Christensen explained the Mayor, City Manager, and City Planner
5 Schow interviewed applicants for the vacancies on the Planning Commission. The Mayor is recommending the attached
6 candidates for appointments. Each of the candidates have excellent credentials and demonstrated a high level of integrity and
7 impartiality. I am very excited to work with them and believe they will be an asset to the Planning Commission. Below I have
8 given a brief overview of each candidate.

9 Gregory B. Day-Mr. Day has been a resident of Syracuse for the past few years. He previously served on the
10 Planning Commission from 2/8/11 to 11/21/12. He is a civil engineer and has experience presenting to various government
11 boards.

12 Trevor Hatch-Mr. Hatch is a land surveyor by profession, currently employed by Weber County. He has experience
13 in reviewing plats and working with landowners and developers.

14 Troy Moultrie-Mr. Moultrie has lived in Syracuse six years. He works in management and has experience dealing
15 with business owners and nonprofit organizations.

16 [8:50:54 PM](#)

17 COUNCILMEMBER LISONBEE MADE A MOTION TO ADOPT PROPOSED RESOLUTION R14-22
18 APPOINTING TROY MOULTRIE TO THE SYRACUSE CITY PLANNING COMMISSION. COUNCILMEMBER
19 JOHNSON SECONDED THE MOTION, ALL VOTING AYE.

20
21 [8:51:08 PM](#)

22 5. Proposed Resolution R14-23 appointing members of the
23 Syracuse City Parks Advisory Committee.

24 A memo from City Manager Bovero explained Through the City's website, Facebook, and twitter pages, and via the
25 City's newsletter and utility bills, advertisements for the Park Advisory Committee appointments were sent out to the public.
26 The Advertisements asked those interested to send in their expressed interest in serving on the committee. The purpose of
27 the Parks Advisory Committee is outlined in the City Code as follows:

1 3.35.040 Duties and responsibilities.

2 It shall be the duty of the Parks Advisory Committee to act in an advisory and voluntary capacity to the City Council
3 regarding the development of parks, trails and related facilities, programs, policies and priorities. The Parks
4 Advisory Committee should periodically review the City's parks master plan and make appropriate
5 recommendations to the City Council regarding the same. The Parks Advisory Committee should also recommend
6 projects, policies, funding allocations, and other measures, programs, or activities for the development of parks,
7 trails and related facilities within the City. The Parks Advisory Committee shall carry out projects, programs and
8 activities as directed by the City Council.

9 The Mayor has conducted interviews with the following individuals, whom he proposes to appoint to the committee:

- 10 • David Hansen
- 11 • Russ Sedgwick
- 12 • Patrick Egan
- 13 • Alan Clark
- 14 • Hannah Miller

15 [8:51:26 PM](#)

16 COUNCILMEMBER LISONBEE MADE A MOTION TO ADOPT PROPOSED RESOLUTION R14-23
17 APPOINTING MEMBERS OF THE SYRACUSE CITY PARKS ADVISORY COMMITTEE. COUNCILMEMBER
18 JOHNSON SECONDED THE MOTION, ALL VOTING AYE.

19

20 [8:51:36 PM](#)

21 6. Authorize Administration to execute contract with
22 Keddington & Christensen LLC for audit services.

23 A staff memo from Finance Director Marshall explained it has been several years since the City has put a request for
24 proposal (RFP). It is good practice to place this service out to bid over 3-5 years. Our current auditor's Wood, Richards, &
25 Associates have conducted our audits for the past several years. They have done a great job and provided a great service to
26 the City. Syracuse City put out a competitive RFP for audit services. We had a total of 9 auditing firms submit a bid for
27 services. I have included an evaluation sheet with the packet information for your review. The firms were rated on cost (0-

1 35 points), qualifications of staff (0-20 points), technical experience of firm (0-20 points), and responsiveness of proposal (0-
2 25 points). All the firms met the minimum requirements to be accepted for the audit RFP. The firm that scored the highest
3 combined score in all four areas was Keddington & Christensen LLC. They scored 100 points out of 100. They were one of
4 the lowest cost firms and also have the best qualifications to perform the audit. Based on this information, I would
5 recommend awarding the contract for audit services to Keddington & Christensen LLC. The proposed contract for audit
6 services with Keddington & Christensen was included in the Council packet for review.

7 [8:51:48 PM](#)

8 COUNCILMEMBER JOHNSON MADE A MOTION TO AUTHORIZE ADMINISTRATION TO EXECUTE
9 CONTRACT WITH KEDDINGTON AND CHRISTENSEN LLC FOR AUDIT SERVICES. COUNCILMEMBER
10 LISONBEE SECONDED THE MOTION, ALL VOTING AYE.

11
12

13 At [8:52:02 PM](#) COUNCILMEMBER LISONBEE MADE A MOTION TO ADJOURN. COUNCILMEMBER
14 JOHNSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

15
16
17

18 _____
19 Terry Palmer
20 Mayor
21
22 Date approved: _____

Cassie Z. Brown, CMC
City Recorder



COUNCIL AGENDA

July 8, 2014

Agenda Item #7

Proposed Resolution R14-26 appointing Councilmembers Johnson and Peterson as liaisons to the Syracuse City Parks Advisory Committee.

Factual Summation

- During the June 24 special City Council meeting the Council appointed new members to the Syracuse City Parks Advisory Committee. Mayor Palmer indicated he would also like to appoint two members of the City Council to serve as liaisons to the Committee.
- Proposed Resolution R14-26 was drafted to allow the Council to formally appoint liaisons to the Committee.

RESOLUTION R14-26

A RESOLUTION OF THE SYRACUSE APPOINTING COUNCILMEMBERS JOHNSON AND PETERSON AS LIAISONS TO THE PARKS ADVISORY COMMITTEE MEMBERS.

WHEREAS Title Three of the Syracuse City Code provides for the establishment of a Parks Advisory Committee in Syracuse; and

WHEREAS Section 3.35.040 of the Syracuse City Code dictates it shall be the duty of the Parks Advisory Committee to act in an advisory and voluntary capacity to the City Council regarding the development of parks, trails and related facilities, programs, policies and priorities; and

WHEREAS Mayor Palmer desires that two members of the City Council serve as liaisons to the Parks Advisory Committee.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH, AS FOLLOWS:

Section 1. Appointment. Councilmembers Johnson and Peterson are hereby appointed to serve as liaisons to the Syracuse City Parks Advisory Committee.

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 8th DAY OF JULY, 2014.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Terry Palmer, Mayor



COUNCIL AGENDA

July 8, 2014

Agenda Item #8

Appeal-Stillwaters Treatment Counseling Home
Occupation Conditional Use

Factual Summation

Please see the attached:

- a. Planning Commission CUP Application Packet
- b. Application of Denial
- c. Citizen input submittal

Any question regarding this agenda item may be directed at Sherrie Christensen,
Community & Economic Development Director.

Summary

Mr. Taft has applied for a Conditional Use Permit to see patients for Mental Health Treatment. Staff did not believe the requested use could be permitted and that it is prohibited by code. The application was referred to the Planning Commission for review.

On June 17, 2014 the Planning Commission held a public meeting to review the application. Several concerned citizens were present to comment on the application and voice opposition to the conditional use permit request. The Planning Commission voted (4 to 1) to deny the application on the basis that Medical Clinics are listed as prohibited as Home Occupations.

Mr. Taft has applied to appeal that decision. Syracuse City Code states that such appeals should be heard either by the City Council or Board of Adjustment. As we do not have a functioning Board of Adjustment this appeal is being forwarded to the Council for your review.

Please find attached the staff reports, applications and citizen comments received for your review.

Request

Determination from the Council as to the appropriateness of the denial by the Planning Commission to issue a conditional use permit for a home occupation of medical clinic.

103430



SYRACUSE CITY CORPORATION
1979 West 1900 South
Syracuse, UT 84075
Phone: (801) 614-9626 Fax: (801) 614-9626

APPLICATION TO APPEAR BEFORE THE BOARD OF ADJUSTMENT

Name of Applicant/Organization Gary N. Taft - Stillwaters Treatment Services

Representative Gary N. Taft Phone No. 801 726-1880

Fax No. or Email Address gtaft49@msn.com

Subject Property Address 2512 West 1700 South Syracuse, UT

Mailing Address (If different from above) _____ 84075

Size of lot or parcel .59 acres Zone R-1 Square footage of structure 3 Floors 2262 Sq. Ft.

Purpose for application:

- Interpretation of the Zoning Ordinance or zone boundary line
- Variance to Ordinance requirements
- Special exception
- Appeal an order, requirement, decision, or determination made by an administrative official

Detailed description of request and impact on adjacent land uses (attach site plan) Request is made to establish sole proprietor home-based business to provide individual counseling for approximately 6-8 persons per week. Current personal medical restrictions of owner/operator limit personal mobility to a home-based business.

I believe this requested variance or exception will not substantially affect the comprehensive Syracuse zoning plan and that strict adherence of City Ordinances would cause unnecessary difficulties and hardships on me. I also believe my circumstances with regard to my property are special and do not generally apply to other properties in the same district, depriving me of the same privileges and enjoyment of a substantial property right possessed by other properties in the same district.

I certify that approval of this request will fit the goals of the community's General Plan and impose no insatiable demands for public services. I also understand approval shall not relieve me of the responsibility to comply with all other applicable zoning, health, building, or fire regulations.

Gary N. Taft
Applicant's Signature

Gary N. Taft
Land Owner's Signature

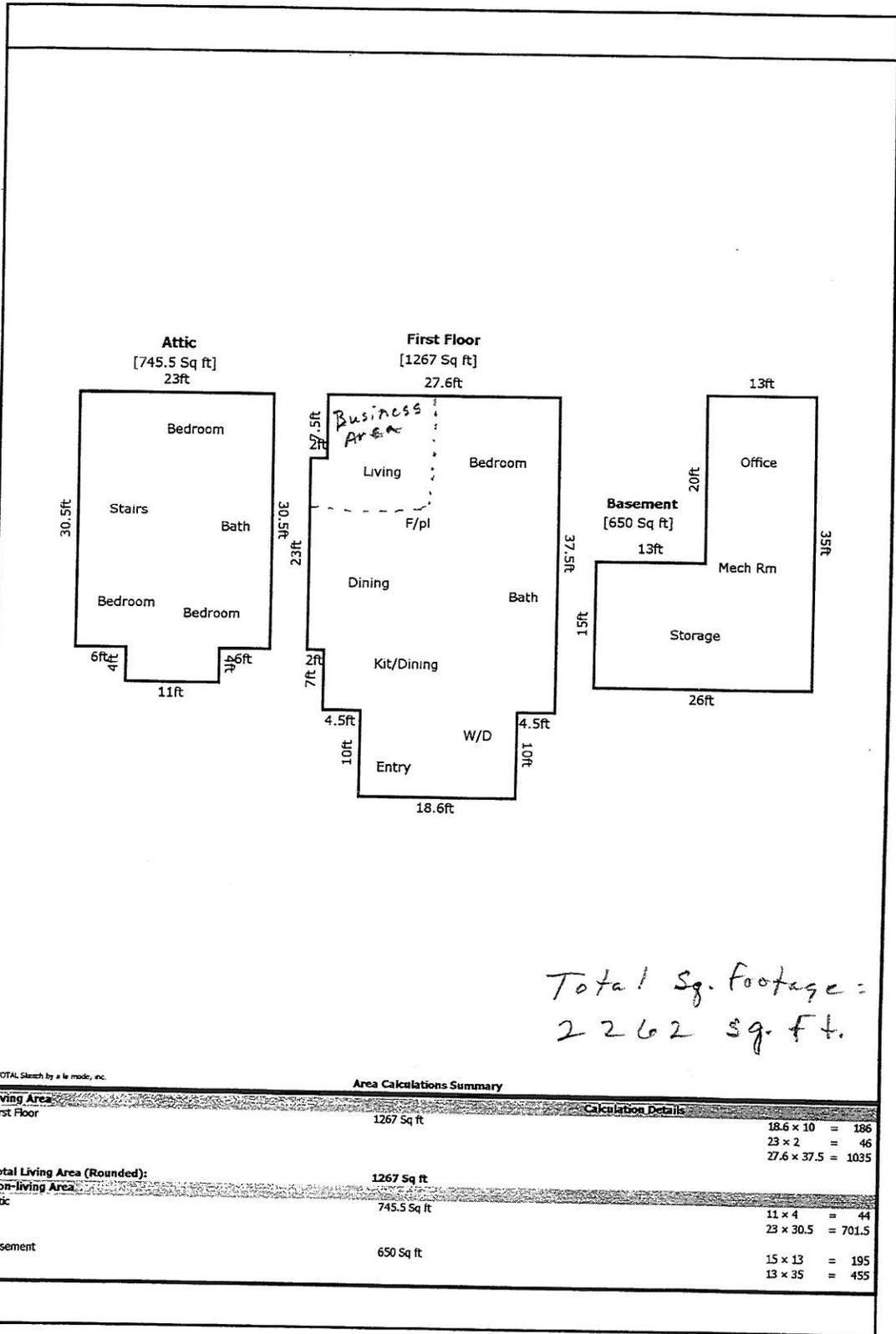
5/19/2014
Date

Permit Fee \$200 Paid 5-23-14/Rob Board of Adjustment Review Date _____

Decision _____

Building Sketch

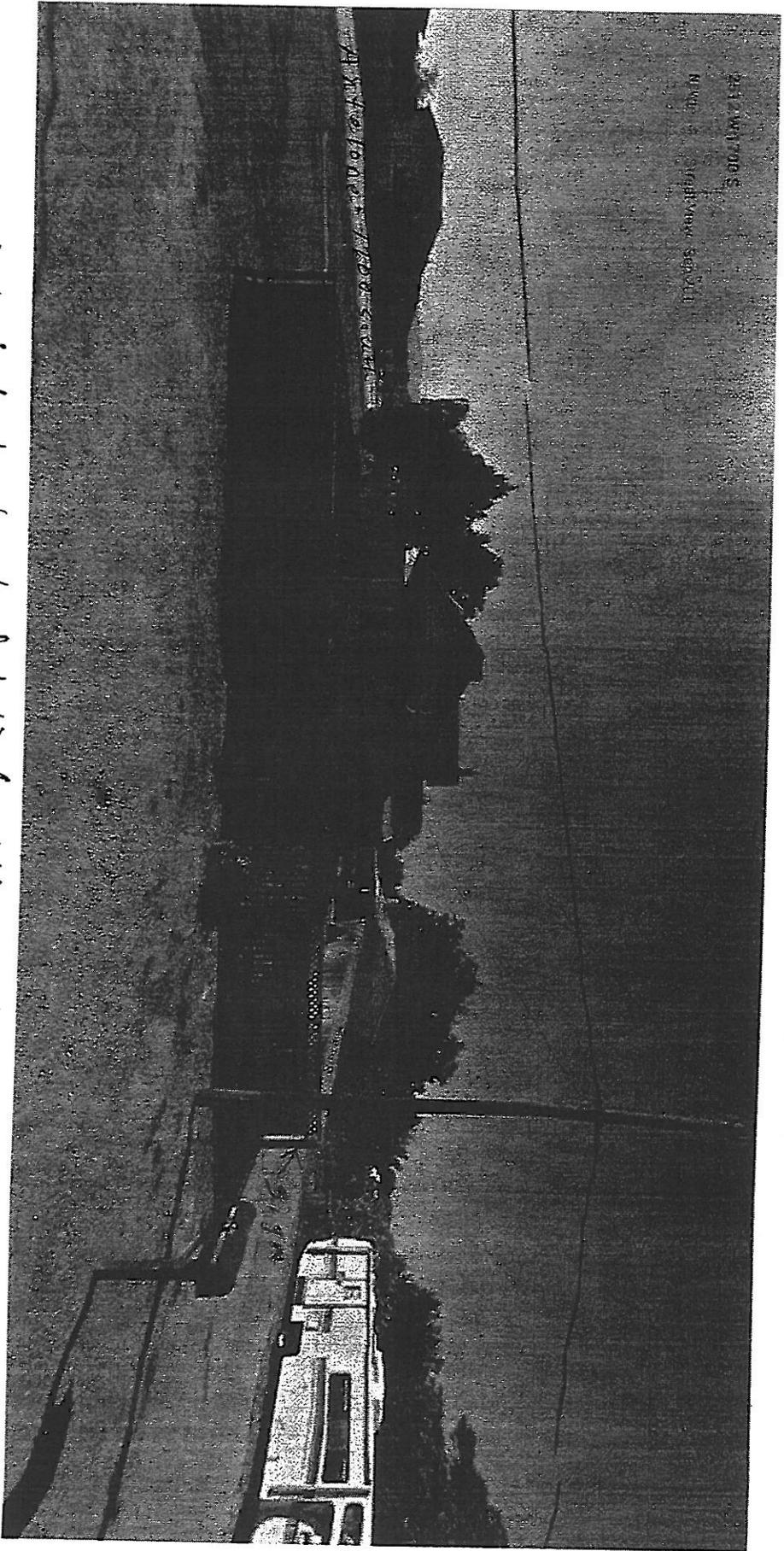
Borrower	Gary Taft		
Property Address	2512 W 1700 S		
City	Syracuse	County	Davis
Lender	Mountain America Credit Union/VA	State	UT
		Zip Code	84075



TOTAL Sketch by a la mode, inc.

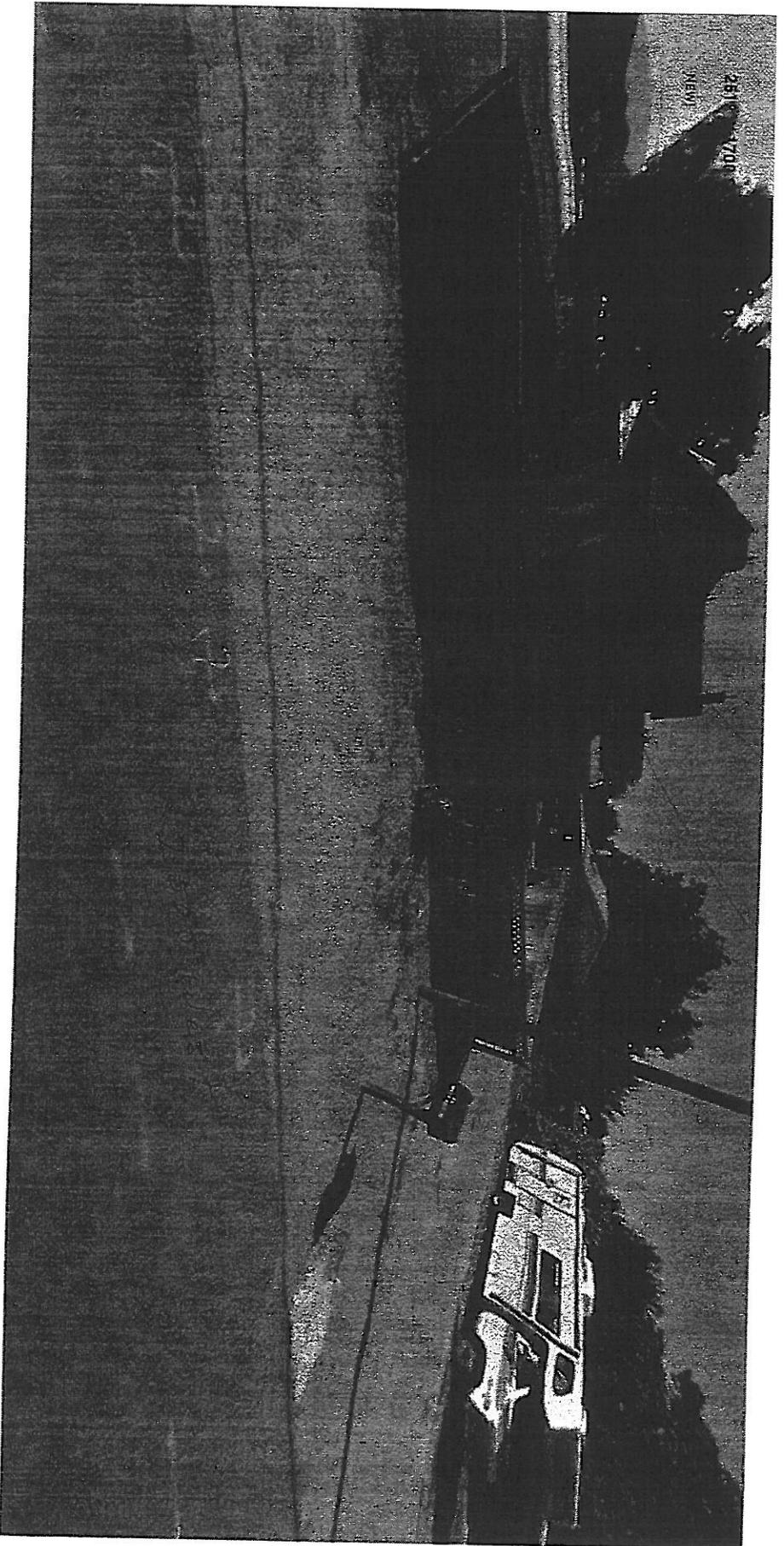
Area Calculations Summary

Living Area	Area	Calculation Details
First Floor	1267 Sq ft	18.6 x 10 = 186 23 x 2 = 46 27.6 x 37.5 = 1035
Total Living Area (Rounded):	1267 Sq ft	
Non-living Area	Area	Calculation Details
Attic	745.5 Sq ft	11 x 4 = 44 23 x 30.5 = 701.5
Basement	650 Sq ft	15 x 13 = 195 13 x 35 = 455

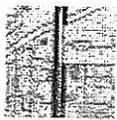


N →

2 - Signs 1'-6" x 2' to be located behind mailbox or fence, and at entry gate of fence. Client will park in driveway, enter through gate, and walk to front entry of home.



2-lane drive way



Getting around

Traffic · Bicycling

Directions





Planning Commission Meeting

June 17, 2014

EXECUTIVE SUMMARY

Item 7. Conditional Use Permit, Stillwaters Treatment Services, Gary N. Taft, 2512 W 1700 S

Zone: R-1

Please refer to the following documents:

- Aerial
- Street View
- Conditional Use Permit Application
- Site Plan
- Public Notice Letter

This application is for a home occupation permit for the Clinical Therapy Office treating patients on an individual basis for mental health, substance abuse and other client needs. Ordinance 10.35.040 regulates home occupations. The proposed home occupation complies with the basic home occupation regulations. It however is not specifically listed as a type that can be permitted and Medical Clinics are specifically prohibited. Please see the following applicable code sections:

Section 10.35.040(D)(3) The following uses, by the nature of the investment or operation, have a pronounced tendency once started to increase beyond the limits permitted for home occupations and thereby impair the use and value of a residentially zoned area for residential purposes and are more suited to professional or business districts. Therefore, the uses specified below shall not be permitted as home occupations:

- (a) Minor or major auto repair, painting of vehicles, trailers, or boats;
- (b) Funeral chapel or home;
- (c) Gift shops;
- (d) Medical or dental clinic;
- (e) Welding or machine shops; and
- (f) Appliance repair (large).

Sec. 10.10.040 "Clinic, dental and medical" means a building in which an associated group of physicians, dentists, and allied professional assistants carry on their professions, including a dental or medical laboratory. Clinic does not include inpatient care or operating rooms for major surgery.

Sec. 10.35.040(C) Minor Home Occupations. This section shall deem businesses conducted on residential properties, which meet the standards outlined above, as minor home occupations. The Land Use Administrator shall review and approve all minor home occupations. The Land Use Administrator may refer a home occupation application to the Planning Commission for the imposition of additional

requirements as deemed necessary in order to mitigate potential negative impacts on surrounding property owners.

It is the opinion of staff that the proposed use is in fact a "Medical Clinic" and is thereby prohibited. Although only one professional will be located in the home, the treatment of mental illness and substance abuse is the treatment of medical conditions and therefore with the intent to limit the use of home occupations for medical offices is prohibited regardless of size. Staff does not feel comfortable approving the use as a minor home occupation, given the nature of the business and is referring the application to the Planning Commission for a determination as to whether it should be allowed as a Major Home Occupation and if approved what conditions should be placed on the business.

Mr. Taft has indicated the business will treat 6-8 patients per week. It appears that parking will be sufficient in the driveway for one client at a time. Hours of operation have not been indicated. If approved conditions should be considered to limit the hours of operation, restrict parking to the driveway with no on street parking, and a limit on the number of patients that will be seen per day and/or week, with a condition that when the number of patients reach a certain threshold the business be moved to a commercial or business park location.

Staff would like to emphasize that concerns only arise out of the interpretation of the code as to whether medical treatment is allowed as a home occupation or not. The vast majority (~95%) of persons suffering with mental illness are non-violent and do not pose a threat to the community. In fact persons suffering with mental illness are actually more likely to be victims of violence at a rate of 5 to 12 fold more. (Statistics from NAMI, the National Alliance on Mental Illness).

SUGGESTED MOTIONS:

Grant

I move to grant a Major Home Occupation Conditional Use Permit for Stillwaters Treatment Services, located at 2512 W 1700 S, for professional licensed therapy, subject to all applicable requirements of the City's municipal codes and the following conditions:

- Parking will be provide in the driveway and not on the street,
- Treatment is limited to individuals or couples only (ie. spouses, parent/child)
- Limited to _____ number of client appointments _____ per (day)
- When client appointments exceed _____ per week, the business shall be required to move to a commercial or professional office location or where otherwise permitted.
- Hours of operation shall be _____
- (and to the condition(s) that...)

Deny

I move to deny a Major Home Occupation Conditional Use Permit for Stillwaters Treatment, located at 2512 W 1700 S, for professional licensed therapy, based on the following findings:

- The requested use is prohibited in the code as a medical clinic

Table

I move to table discussions pertaining to a Major Home Occupation Conditional Use Permit for Stillwaters Treatment, located at 2512 W 1700 S, for professional licensed therapy, until the following items have been addressed by the applicant....



Conditional Use Permit

Syracuse City Community & Economic Development
1979 West 1900 South, Syracuse, UT 84075
801-825-1477 opt.4 • www.syracuseut.com • planning@syracuseut.com

For Office Use Only
Permit # _____

Permit Type: *Conditional uses are not limited to the following options

Updated 12-11-13

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Accessory Structure | <input type="checkbox"/> Daycare | <input type="checkbox"/> Model Home | <input type="checkbox"/> Two-Family Dwelling |
| <input type="checkbox"/> Apiary | <input type="checkbox"/> Dog Kennel | <input type="checkbox"/> Preschool | <input type="checkbox"/> Wireless Communication |
| <input type="checkbox"/> Cluster Subdivision | <input checked="" type="checkbox"/> Home Occupation | <input type="checkbox"/> Temporary Commercial Use | <input type="checkbox"/> Other: _____ |

Subject Property Location

Address: <i>2512 West 1700 South Syracuse</i>		Business or Subdivision Name (if applicable): <i>Stillwaters Treatment Services</i>	
Square Footage of Building or Use: <i>331 sq. ft. - 1917 sq. ft.</i>	Lot Size (acres): <i>.59</i>	Current Zone: <i>R-1</i>	Number of Dogs or Accessory Uses Currently on Site: <i>0</i>
		Present Use of Land: <i>Residential</i>	

Applicant Contact Information

Name: <i>Gary N. Taft</i>		Mailing Address (if different from subject property location): <i>2512 West 1700 South</i>	
Phone Number(s): <i>801 726-1820</i>	City: <i>Syracuse</i>	State: <i>UT</i>	ZIP: <i>84075</i>
Email Address: <i>gtaft49@msn.com</i>		Relationship to Property Owner: <i>Sole owner</i>	

Property Owner Information (write 'S/A' if same as above)

Name(s): <i>S/A</i>		Mailing Address (if different from subject property location):	
Phone Number (s):	City:	State:	ZIP:
Email Address:			

Description of Requested Use

Professional, licensed individual therapy and counseling for mental health, substance abuse, and other client needs.

I hereby certify that the requested Conditional Use would comply with all required conditions and standards of the Syracuse Land Use Ordinance, be harmonious with neighboring uses, fit the goals of the City's General Plan, and impose no insatiable demands for public services. I read the City Land Use Ordinance relative to Conditional Uses and understand that submitting this application does not guarantee approval and is subject to the discretion of the City Land Use Authority and compliance with all requirements of Syracuse City Title X, Chapters 4 and 6. I hereby accept responsibility for meeting all requirements outlined herein, including payment of all fees and attending City Land Use Authority meetings as notified by the Community Development Department, and understand that failure to do so may result in postponement of action by said Authority. I also understand that approval shall not relieve me of the responsibility to comply with applicable local and State zoning, health, building, or fire regulations.

<i>Gary N. Taft</i>	<i>4/30/2014</i>	<i>Gary N. Taft</i>	<i>4/30/2014</i>
Business/Property Owner Signature	Date	Applicant Signature	Date

FOR OFFICE USE ONLY

Application & Noticing Fees:		Conditions of Approval:	
<input checked="" type="checkbox"/> \$100 Application Fee	\$ <i>100</i>		
<input type="checkbox"/> \$ 50 Extension/Modification	\$ _____		
<input type="checkbox"/> \$ 25 Mailing List	\$ _____		
<input type="checkbox"/> \$ 1 Per Mailing Notice _____ Notices	\$ _____		
Total	\$ <i>100</i>		
Paid: <i>4-30-14</i>	Received by: <i>DWR</i>	Receipt #: <i>5.03-1764</i>	
Payment Type: <input type="checkbox"/> Cash <input type="checkbox"/> Credit Card <input checked="" type="checkbox"/> Check# <i>633</i>		Approved: _____ Date: _____	

HOME OCCUPATION COMPLIANCE STANDARDS AND AGREEMENT

All Home Occupations shall be secondary and incidental to the residential use of the property and conducted so that neighbors under normal conditions would not be aware such businesses exist.

Businesses conducted in a residential zone are classified as either a Minor Home Occupations or Major Home Occupations. Please refer to Ordinance 10-7-040 for a list of occupations allowed within a residential zone. Minor Home Occupations are reviewed by the Land Use Administrator in the Community Economic Development Department. Major Home Occupations require a Conditional Use Permit that is reviewed by the Syracuse City Planning Commission. All Home Occupations may be subject additional conditions as deemed necessary in order to mitigate

By initialing each box, after reading and completing each section, you agree to comply with all of these provisions. If a standard/provision does not apply, mark "N/A" rather than initialing.

DNZ This application must be signed by the home owner. If renting, please acquire the proper signature(s) prior to submitting.

DNZ I am purchasing/own the home. I am renting the home.

DNZ Changes or modifications to the outside appearance of the dwelling, to expressly accommodate the commercial use in the home, are not permitted.

DNZ The sale of commodities is permitted if delivered to customers, if the retail sale of products and/or services at the home generates no more than two customers or patrons per hour.

• Will there be more than 2 customers/patrons per hour coming to the home? Yes No

(If yes, please indicate all off-street parking spots available as well as a drop-off/pick-up plan for your business. Create a customized site plan on separate sheet.)

DNZ No more than 30 percent of any one floor may be devoted to the Home Occupation and/or storage of stock in trade (Child Care may use a larger percentage of the home.)

• What is the square footage of the floor/level on which your business is located? 1267 sq. feet

DNZ • What is the square footage of the room(s) to be used? 331 sq. feet 26%

DNZ Yard space or activity outside the residence may not be used for the occupation unless it is customarily found in neighborhoods and does not adversely impact its residential nature.

DNZ The Home Occupation may store inventory or supplies within the garage of an accessory building as long as the garage still functions for parking as many vehicles as specified at the time of construction. The home occupation shall not store outside any type of material used for the business.

DNZ No display of merchandise or advertising shall be visible from the street or neighboring properties except as permitted in Section 10-9 of the City's Sign Ordinance. City Ordinance allows a total of two signs not to exceed 4 square feet each, as either a window and/or on-premise permanent sign.

• Do you wish to have a sign for your business? Yes No

(If yes, please indicate the location and dimensions of your sign(s) on the site plan.)

DNZ Only one vehicle and trailer associated with the Home Occupation, not exceeding 10,000 pounds gross vehicle weight are allowed. Said vehicles *must* be parked off-street, in compliance with residential off-street parking standards, and may not be stored on any street adjacent to, or near the premises, Business owners may not intentionally station, position, or park an occupational vehicle or trailer in any manner on private property so as to advertise, promote, or draw attention to products, services, events, or other similar purposes at the home owner's residence, (by way of illustration and not limitation, this prohibits the storage or parking of business vehicles, such as: limousines, service or work vehicles [snow plow/landscape/maintenance trucks, etc], delivery or contractor vehicles, equipment, and trailers used to transport same.)

DNZ • Will your business have a vehicle and/or trailer? Yes No If so, will it exceed 10,000 lbs gross weight? Yes No

DNZ This Home Occupation shall not allow employees, other than those living in the dwelling, to come to work at the home or to park vehicles at the home to go to a job site. The only exception is that one additional person may be employed as a second adult for a daycare, secretary, apprentice, or assistant where there are no more than five family members actively engaged in the home occupation. An additional off-street parking space shall be provided.

• Do you have any employees who do not live with you? Yes No

- Home Occupations shall not hold promotional meetings, for the purpose of selling merchandise or taking orders, more than once per month.
- No more than four garage, basement, yard, or other similar sales are permitted each year; with each sale lasting no more than 72 hours.
- This Home Occupation shall conform completely with all City and State codes, including fire, building, plumbing, electrical and health codes as well as business license regulations, and shall have periodic inspections if required by these codes.
- This Home Occupation shall not create a demand for municipal or utility services or community facilities in excess of those usually and customarily provided for residential uses.
- The installation of any equipment, fixtures, plumbing, or electrical wiring incompatible with a residential area by reason of excessive noise, utility usage, waste production, or broadcast interruption, etc., shall not be permitted.
- The Land Use Authority may review and revoke any home occupation license upon finding a noncompliance with this Section. Inspections by the City may occur as necessary to assure conformance with these regulations.
- Disabled individuals may obtain a waiver through the Land Use Administrator to allow such persons to become self sufficient.
 - Do you request a waiver? Yes No
- The City may place additional restrictions on a home occupation relating to hours of operation, parking, traffic, or other matters as it deems necessary to mitigate impacts on the neighborhood and the City in General.
- A business license is valid for only the original applicant and is not transferable to any other resident, address or occupation. Upon termination of the applicant's residency, the license shall become null and void.
- Site Plan - Using separate pages, draw the area inside your home used for business, indicating walls, windows and entryways with measurements and a site plan of your yard, home and parking for business customers.

PROPERTY OWNER CONTACT INFORMATION & CERTIFICATION

Name: Gary N. Taft Phone: 801 726-1880 mail: gtaft49@msn.com
 Address: 2512 West 1700 South City: Syracuse State: Utah Zip Code: 84095

I as property owner, hereby certify that I am aware of and give permission for this business to operate from home. I also certify that all portions of my home are legal, with any and all appropriate building permits submitted and paid for, and inspections complete, (if you have any questions regarding this certification, please contact the Building Department at 801-614-9670).

Property owner signature: Gary N. Taft Date: 4/30/2014

APPLICANT CERTIFICATION

I CERTIFY THAT ALL THE INFORMATION ON THIS HOME OCCUPATION COMPLIANCE AGREEMENT IS TRUE AND CORRECT.

Applicant Signature: Gary N. Taft Date: 4/30/2014

Please Print your name: Gary N. Taft



Business Name Registration / DBA Application

* If adding or removing on Applicant/Owner which will affect it's status as a General Partnership or Sole Proprietorship you must submit a Registration Information Change Form*

If you want a new name (adding or changing the existing name), a new DBA filing is required

BUSINESS INFORMATION

1. Requested Business Name: **Stillwaters Treatment Services**
2. Purpose of the Business: Individual DOPL licensed professional mental health, social service, and substance abuse counseling for referred clients.
3. Business address: 2512 West 1700 South Syracuse UT 84075
Street Address City State Zip

REGISTERED AGENT (Required Information):

- | | | |
|---|---|--|
| 4a. Gary Newell Taft
Print the Registered Agent Name | 4b. _____
Signature of Accepting Agent | 4c. 801-726-1880
Daytime Phone Number |
| 4d. 2512 West 1700 South
Street Address ONLY | Syracuse
City | UTAH
State 84075
Zip |

INFORMATION ABOUT YOU THE APPLICANT/OWNER

I
II

If the applicant/owner is a business, the business entity must be in good standing and incorporated, registered or qualified in the state of Utah.
When transferring ownership, a letter of transfer must be attached.

5. APPLICANT/OWNER INFORMATION

Is the applicant/owner a registered business in the state of Utah? No

[] Check this box if the name of the registered agent listed above is also the applicant/owner. If box is not checked please complete 5a through 5c.

- | | |
|---|--|
| 5a. Gary Newell Taft
Print Person or Business Name | 5b. Gary Newell Taft Applicant
Signature and Title of Applicant/Owner |
| 5c. 2512 West 1700 South
Address | Syracuse UT 84075
City State Zip |



Under GRAMA (63-2-201), all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.

WARNING: The filing of this application and its approval by the Division does not authorize the use in the state of Utah of an assumed name in violation of the rights of another under federal, state, or common law (U.C.A. Section 42-2-5 Et seq.) *When approved the DBA is registered for 3 years.

Gary N. Taft
 Stillwaters Treatment Services
 2512 West 1700 South, Syracuse, Utah 84075
 Phone: (801) 726-1880

E-mail: gtaft49@msn.com

- Areas of Specialty**
- Mental Health Treatment
 - Substance Abuse/Dependence Treatment
 - Intensive Outpatient and General Outpatient
 - DUI/Drug Courts
 - PTSD/Trauma
 - Anxiety
 - Depression
 - Psychosomatic Problem Areas
 - Clinical Hypnosis

Education	<p>Master of Science in Counseling/Mental Health Counseling and Licensure CACREP Certified graduate program meeting all academic requirements for Master's Degree level education and credentialing as a Clinical Mental Health Counselor (CMHC). Successfully passed the National Clinical Mental Health Counselor Examination (NCMHCE) and National Counselor Examination (NCE). Utah DOPL CMHC license # 4809586-6004.</p>	February, 2011
Additional Education, Training, and Licensure	<p>Clinical Hypnosis Certified Education/Training/Accreditation Completed 60 hours of American Society of Clinical Hypnosis (ASCH) certified education in clinical hypnosis at the Milton H. Erickson Institute of Dallas. Completed all academic and professional requirements, and awarded ASCH certification/accreditation in clinical hypnosis.</p>	January, 2010
	<p>Bachelor of Science in Human Services Management Social Work, Psychology, and Human Services Management University of Phoenix, Ogden, Utah</p>	January, 2014
	<p>Alcohol and Drug Abuse Treatment Education and Certification Program and Licensure Criminal and Juvenile Justice Program Graduate School of Social Work Certificate programs which meet state educational licensure requirements for the Licensed Advanced Substance Use Disorder Counselor (LASUDC) and for professional work in the criminal justice field. University of Utah, Salt Lake City, Utah. Utah DOPL-LASUDC license # 4809586-6008.</p>	August, 2007
		September, 1998

Experience

Mental Health Counseling and Treatment

September, 2008-2014

Engaged in diagnosis and evidence-based therapeutic and holistic treatment for multiple types of mental health issues and diagnoses including PTSD/Trauma, Anxiety, Depression, and Psychosomatic Disorders. Includes individual and group therapy, psychodynamic intervention, and crisis services.

Substance Abuse/Dependence Treatment

September, 2000-2014

Evidence-based and holistic treatment intervention to facilitate client's freedom from experienced need for substance use, abuse, and developed dependence. Includes ASAM directed treatment in an individual and group therapeutic setting.

DUI/Drug Court Treatment Coordinator Davis County, Utah

October, 2004-2014

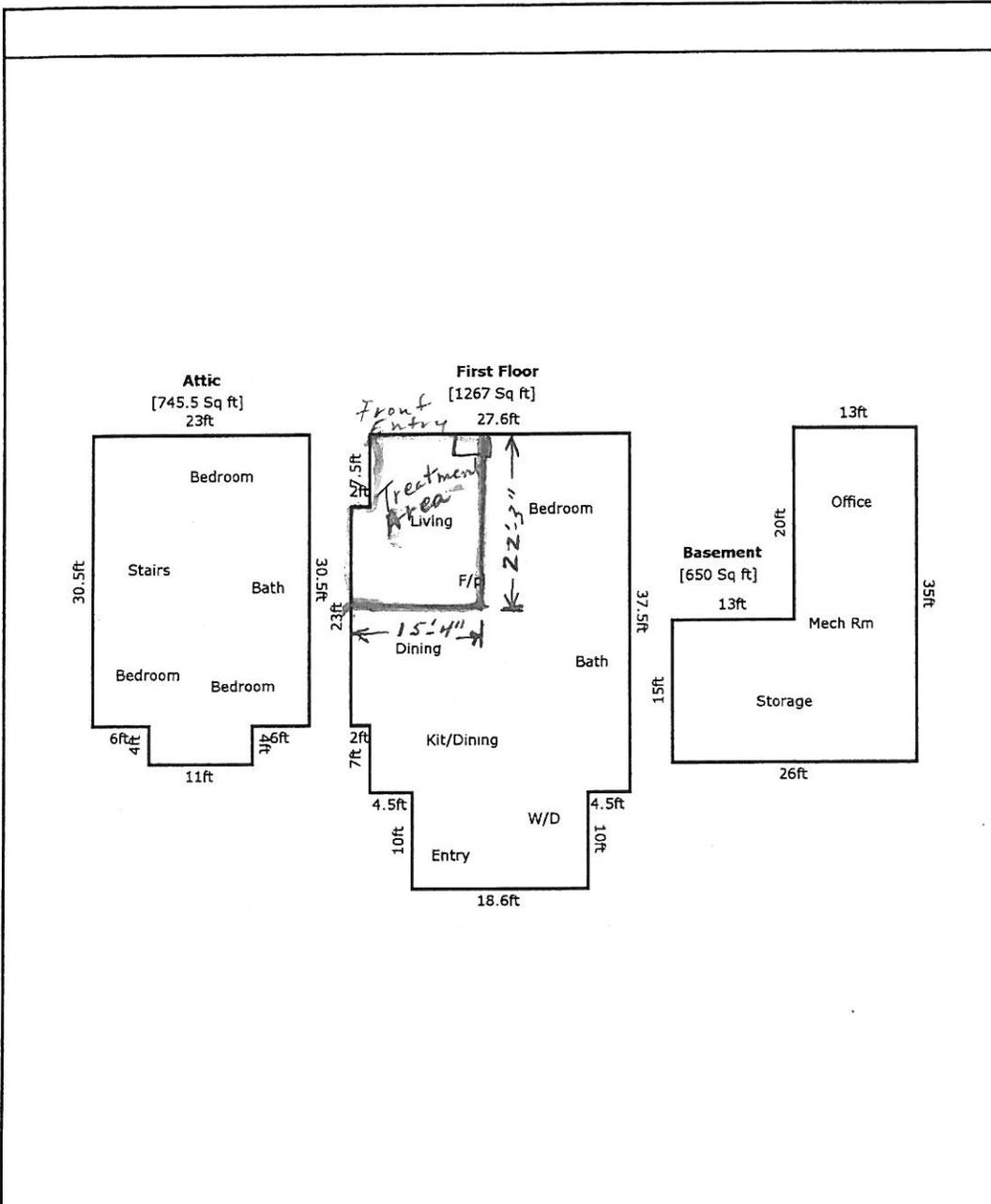
Meet with and provide information, consultation, and coordination to legal supervision, clients, and treatment providers in order to coordinate proper client placement, treatment intervention, and resolution of legal, mental health, and substance abuse issues.

Community Service Activities

- 2012-2014, Stephen's Ministry Counselor and Education Coordinator at Christian Life Center Church, Layton, Utah.
- 2009-present, member in good standing of The American Society of Clinical Hypnosis, American Mental Health Counselors Association, and Utah Mental Health Counselors Association.
- 2004-2014, member in good standing of the National Association of Drug Court Professionals.
- 1999-2014, Drug Court Alumni participant and community advocate for 12-step and other self-help community groups.
- 1992-1998-Certified Volunteer with Utah Legal Services-Via Duct Outreach Project.
- 1994-1995-CASA volunteer with the Guardian Ad Litem Office, Salt Lake City, Utah.
- 1970-1974-Four years active military service, U.S. Air Force, honorable discharge.

Building Sketch

Borrower	Gary Taft				
Property Address	2512 W 1700 S				
City	Syracuse	County	Davis	State	UT Zip Code 84075
Lender	Mountain America Credit Union/VA				



TOTAL Sketch by a la mode, inc. Area Calculations Summary

Living Area		Calculation Details
First Floor	1267 Sq ft	18.6 x 10 = 186 23 x 2 = 46 27.6 x 37.5 = 1035
Total Living Area (Rounded):	1267 Sq ft	
Non-living Area		
Attic	745.5 Sq ft	11 x 4 = 44 23 x 30.5 = 701.5
Basement	650 Sq ft	15 x 13 = 195 13 x 35 = 455

We are here to address the Proposed Conditional Use Permit for Stillwaters Treatment Services counseling Mental health, Substance Abuse, & etc.

We are against this proposal for the following reasons below, as are our other residential neighbors close by who have signed against this Conditional use permit:

This is not a good use for a residential area and should not be allowed in residential areas. *See Attachment*

We are senior citizens who can not afford to relocate if this becomes a problem.

Our home is on the West side and our lot is on North side on 2500 W which we believe this would lower our property values & affects us in both areas.

This would also affect the property values of our neighbors. No one wants to live by something like this & we suspect there are other places to locate this business.

My wife is somewhat handicapped & I am concerned for her safety, my children & grandchildren, and friends who visit if someone gets out of control.

This is a busy intersection on 2500 W 1700 S with a bicycle lane. This would affect traffic if they parked on the street.

We have seen many accidents at this intersection.

What does etc, take into account on this Conditional Use Permit ?

Too many areas of unknown consequences, & unforeseen potential safety problems.

Please consider what this would do to those of us who have to live here & deny this proposal.

Thank you

Signatures against:	Address	Phone #
Jennia R. Bryan	2532 W 1700 S Syracuse, UT	801-776-6073
Gloria Bryan	" " Syracuse, UT	801-776-6073
Shelby White	2552 W 1700 S. Syracuse, Utah	801-825-4190
Mr. & Mrs. Robert Adams	2578 1700 S. Syracuse UT.	801 678 3630
Mr & Mrs. Intomei Yamamoto	1586 S. 2500 W.	801 776 0845
Joyce S. Inofield	1624 S. 2500 W. Not enough information.	
Phyllis Cook	2622 W 1700 S.	801-998 3693

We consider this as a Medical clinic and under
Syracuse city ord. under Major home occupations
paragraph ~~1~~ 3 should not be permitted



COUNCIL AGENDA

July 8, 2014

Agenda Item #9

Accept or Deny Petition 2014-01 requesting the annexation into Syracuse City 57 acres of property located at approximately 3807 West 2700 South, and forward to the City Recorder for certification.

Memo from City Recorder:

- Any questions regarding the annexation process can be directed at City Recorder Cassie Brown. Any questions regarding the materials accompanying the annexation petition can be directed at Community and Development Director Sherrie Christensen.

Background

On July 2, 2014 David George filed a petition to annex into Syracuse City 57 acres of property located at approximately 3807 West 2700 South. If the Council votes to accept the annexation petition I will begin the certification process pursuant to the provisions of Title 10-2-403 of the Utah Code Annotated.

Memo from Community Development Director:

Please see the attached:

- a. Aerial
- b. General Plan Map
- c. Wetlands Map
- d. Great Salt Lake High Water Map

Any question regarding this agenda item may be directed at Cassie Brown, City Recorder or Sherrie Christensen, Community & Economic Development Director.

Background

The applicant has approached the City to annex approximately 57 acres on the South side of 2700 South at 3807 West. An application to amend the General Plan has also been received and is being processed for review by the Planning Commission.

In consideration of annexation of this property, the Council should be aware that the property is adjacent to an Agriculture Protection Area. This does not preclude development of the property, it simply puts future land owners on notice that the adjacent property is used for farming and as such will have impacts ranging from early/late farm work hours, noise, dust and odors associated with farming activities. The property owners within the Ag Protection Area are protected from nuisance lawsuits by neighboring property owners.

Also in consideration of the annexation, the Council should take into consideration the possible

existence of wetlands (as surveyed by UDOT for WDC study). Those areas affected by wetlands would be subject to mitigation by the Army Corp of Engineers and/or may not be developable.

The last item in consideration of annexation is the Great Salt Lake high water mark. As demonstrated by the attached map, a portion of the property was affected in 1985 by the high water. Care will need to be exercised to assure that any areas within the flood plain are developed appropriately to protect private property.

Staff Recommendation

Accept or Deny Petition 2014-01 requesting the annexation into Syracuse City 57 acres of property located at approximately 3807 West 2700 South, and forward to the City Recorder for certification.

PETITION FOR
ANNEXATION OF TERRITORY
TO
SYRACUSE CITY, UTAH
1787 South 2000 West
Syracuse, Utah 8407
Phone: 825-1477
FAX: 825-3001

Petition No. 2014-01
Filed in the Office of the City Recorder
By David George
Date July 2, 2014
Fee 7,039 Check # -visa

TO THE SYRACUSE CITY COUNCIL:

The undersigned real property owners respectfully petition and pray that the described lands and territory in Davis County, Utah, attached hereto as Exhibit A, be immediately annexed to Syracuse City.

In support of this petition, the petitioners respectfully declare and represent that they are a majority of the owners of the private real property located within the above-described territory and are the owners of not less than one-third (1/3) in value of all said territory as shown by the last assessment rolls of Davis County, State of Utah, and that the said territory lies contiguous to the Corporate limits of Syracuse City, a Municipal Corporation of Utah.

Signature	Printed Name	Address
<u>[Signature]</u>	<u>Manage - Seifert Meadows, LC</u>	<u>10299 S. Spring Crest South Jordan, Utah 84095</u>
<u>[Signature]</u>	<u>H. Hal Seifert</u>	<u>3807 W. 2700 S. Syracuse, Utah 84075</u>

(A copy of this petition is to be submitted by the petitioner to the Davis County Clerk the same day it is filed with Syracuse City.)

BEGINNING AT A POINT SOUTH 89°52'39" EAST 1207.67 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°52'39" EAST 120.02 ALONG SAID SECTION LINE TO A POINT ON THE EAST LINE OF THE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 00°12'19" WEST 2637.25 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 89°51'49" EAST 386.20 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°10'21" WEST 855.00 FEET; THENCE NORTH 89°51'49" WEST 894.29 FEET; THENCE NORTH 27°07'36" WEST 961.85 FEET TO A POINT ON SAID SOUTH LINE OF SECTION 20; THENCE SOUTH 89°51'49" EAST 284.86 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH 00°12'59" EAST 2244.11 FEET ALONG SAID WEST LINE; THENCE NORTH 89°52'41" WEST 544.47 FEET; THENCE NORTH 00°07'19" EAST 392.98 FEET TO THE POINT OF BEGINNING.

CONTAINS 57.179 ACRES, MORE OR LESS



Syracuse City
 1979 W. 1900 S.
 Syracuse, UT 84075
 801-825-1477

XBP Confirmation Number: 2145149

Account #		Item	Quantity	Item Amount
▶ Transaction detail for payment to Syracuse City . Date: 07/02/2014 - 3:50:41 PM Transaction Number: 27401795PT Visa — XXXX-XXXX-XXXX-8091 Status: <i>Successful</i>				
		Rezone Amendment	1	\$498.00
Notes: GENERAL PLAN AMMENDMENT				
		Site Plan Fees	1	\$6541.00
Notes: ANNEXATION				

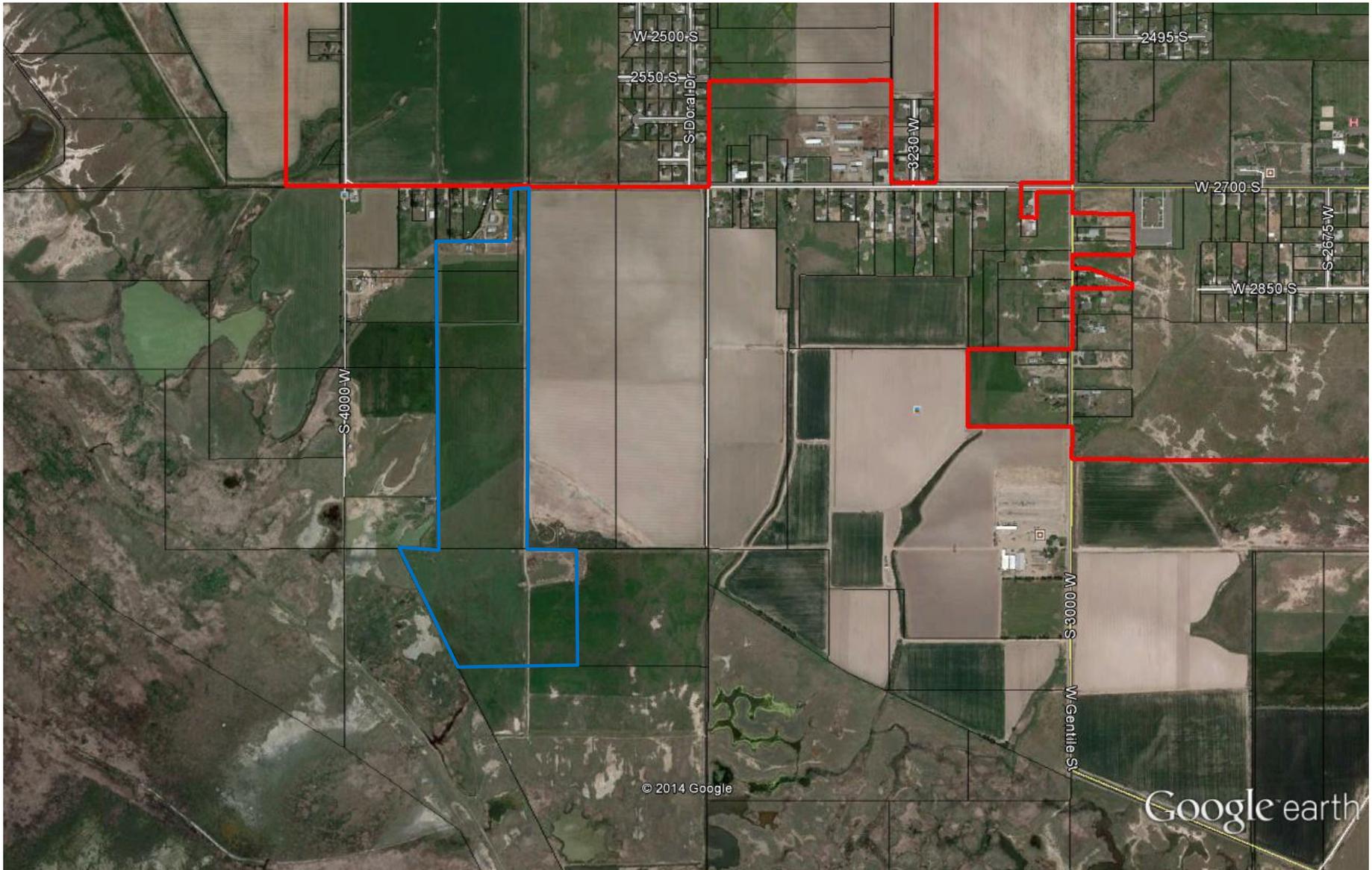
TOTAL: \$7039.00

Billing Information
 DAVID GEORGE
 , 84095
 d.george60@gmail.com

Transaction taken by: drainford



Annexation Request 3807 W 2700 S Siefert Meadows, LLC





Annexation Request

3807 W 2700 S

Siefert Meadows, LLC



Current General Plan



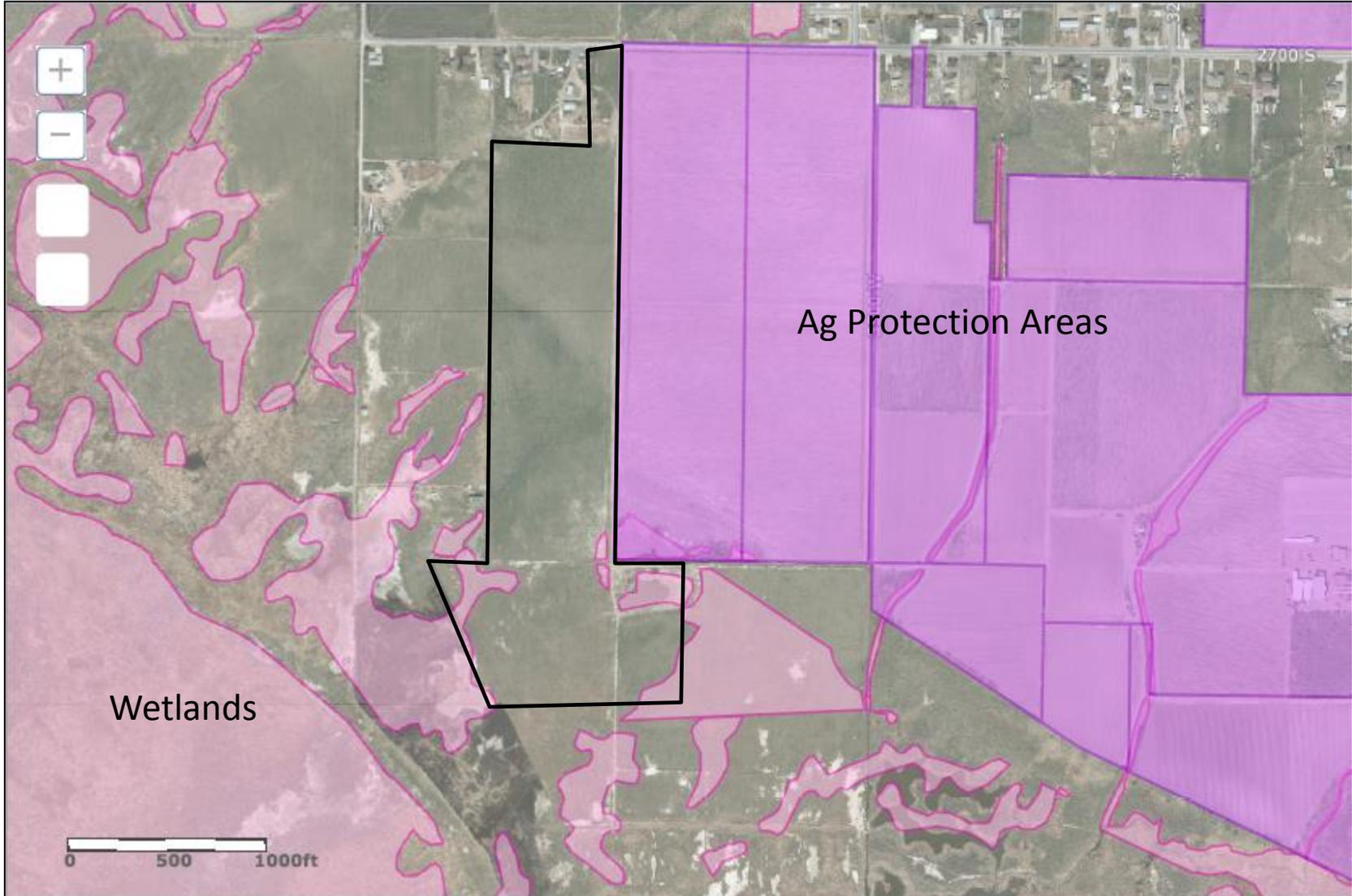
Proposed General Plan



- | | | | |
|---|------------------------------------|---|--------------------------|
|  | Agriculture A-1 |  | Commercial II |
|  | R-1 (2.90 dwellings per net acre) |  | General Commercial Zone |
|  | R-2 (3.79 dwellings per net acre) |  | Industrial Zone |
|  | R-3 (5.44 dwellings per net acre) |  | Town Center Overlay Zone |
|  | PRD (8.0 dwellings per net acre) |  | Sensitive Overlay Zone |
|  | R-4 (14.52 dwellings per net acre) |  | RDA & EDA Boundary |
|  | Professional Office | | |

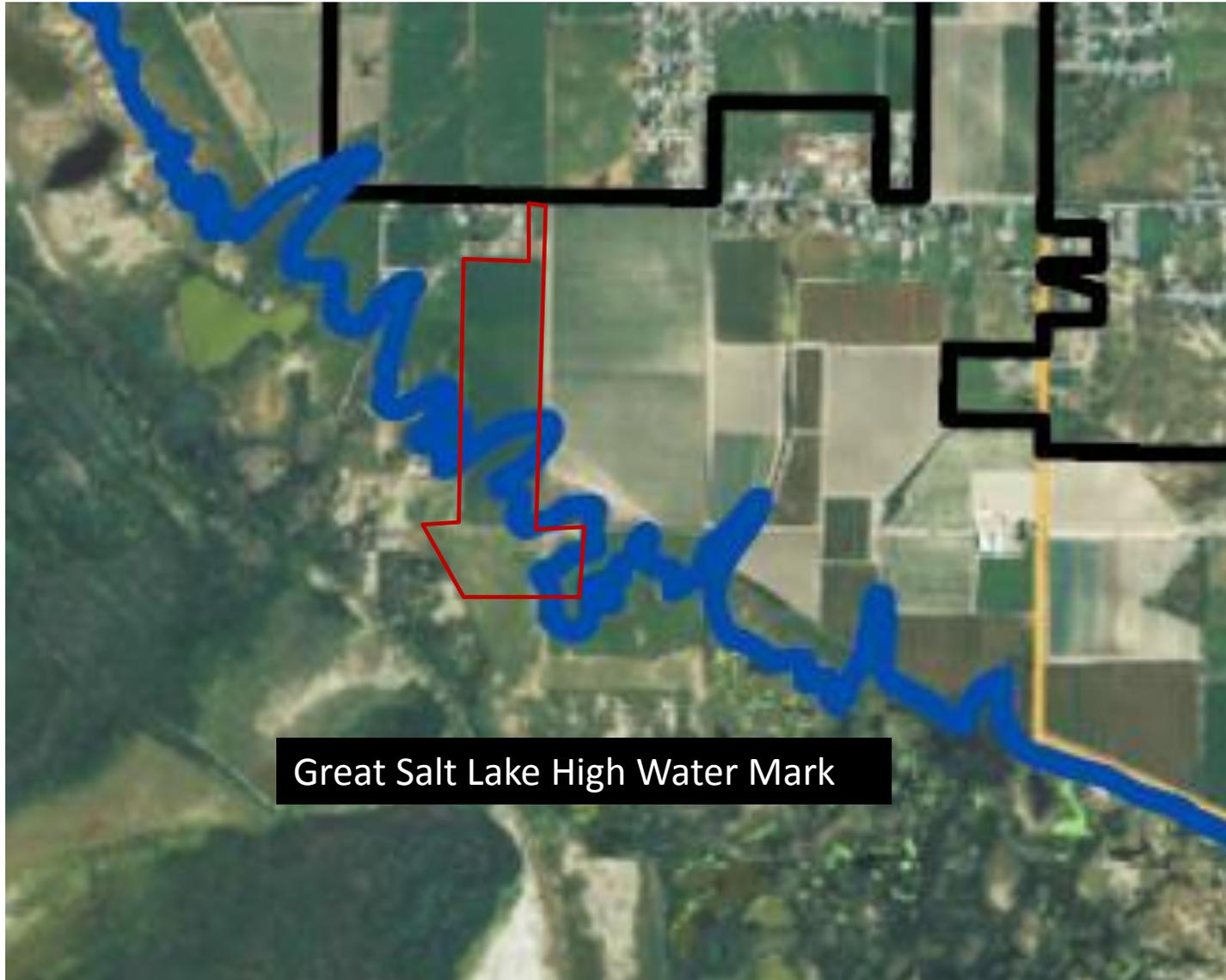


Annexation Request 3807 W 2700 S Siefert Meadows, LLC





Annexation Request
3807 W 2700 S
Siefert Meadows, LLC



Great Salt Lake High Water Mark



COUNCIL AGENDA

July 8, 2014

Agenda Item # 10

**Zone Map Amendment-Mark Sandberg
3348 & 3298 W 700 S**

Factual Summation

Please see the attached:

- a. Existing/Proposed Zoning Map
- b. Ordinance 14-17

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Background

The City Council amended the General Plan and Zoning for the R-3 Residential Zoning on the property adjacent to this property. The legal description provided in the application exempted these two parcels because at that time the owners of these lots did not want to be included in the subdivision. Since approval those owners have changed their mind. The underlying General Plan Zoning is designated as R-1. The requested zone change is for R-1 zoning and the lots that will be installed in this area of the Trails Edge Subdivision will meet the standards for R-1 zoning.

The developer's intent is to develop single family housing that is consistent with the residential character of the surrounding development.

The Planning Commission held a public hearing on July 1, 2014 and made a favorable recommendation for the Zoning Map Amendment.

Recommendation

The Planning Commission recommends approval to the City Council for the Zone Map Amendment, request from Mark Sandberg, property located at approximately 3348 & 3298 W 700 S, change from A-1 Agriculture to R-1 Residential Zone, subject to all applicable requirements of the City's municipal codes.

ORDINANCE NO. 14-17

AN ORDINANCE AMENDING THE EXISTING ZONING MAP OF TITLE X, "SYRACUSE CITY ZONING ORDINANCE", REVISED ORDINANCES OF SYRACUSE, 1971, BY CHANGING FROM AGRICULTURE (A-1) ZONE TO RESIDENTIAL (R-1) ZONE ON THE PARCEL(S) OF REAL PROPERTY HEREIN DESCRIBED.

WHEREAS, the City has adopted a Zoning Ordinance to regulate land use and development within the corporate boundaries of the City; and

WHEREAS, Chapter Four of the Ordinance authorizes the City Council to amend the number, shape, boundaries, or any area of any zone; and

WHEREAS, a request for rezone has been made; the same has been recommended for approval by the Planning Commission; and a public hearing has been held with the proper notice having been given 10-days prior to the hearing date;

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

SECTION 1: That the following described real parcels of property in Agriculture (A-1) Zones as shown on a zoning map are hereby amended and changed to Residential (R-1) Zone accordingly:

Deed Description

BEG AT A PT 31.00 RODS E & 160 RODS SOUTH OF THE CENTER OF SEC 5-T4N-R2W, SLM; & RUN TH N 17.78 RODS; TH E 9 RODS; TH S 17.78 RODS; TH W 9 RODS TO THE POB. LESS & EXCEPTING 700 SOUTH STR. CONT. 0.89 ACRES Tax Serial 12-040-0071

BEG 907.5 FT E OF SW COR OF SE1/4 SEC 5, T4N-R2W, SLM; TH N 351 FT; W 124 FT; S 351 FT; TH E 124 FT TO BEG. CONT. 1.00 ACRE. Tax Serial 12-040-0016

Contains 1.89 Acres-approximately 3348 & 3298 W 700 S

SECTION 2: Effective Date. This Ordinance shall become effective immediately upon publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8TH DAY OF JULY, 2014.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

Mayor Terry Palmer

Voting by the City Council:

	“AYE”	“NAY”
Councilmember Peterson	_____	_____
Councilmember Lisonbee	_____	_____
Councilmember Duncan	_____	_____
Councilmember Johnson	_____	_____
Councilmember Gailey	_____	_____



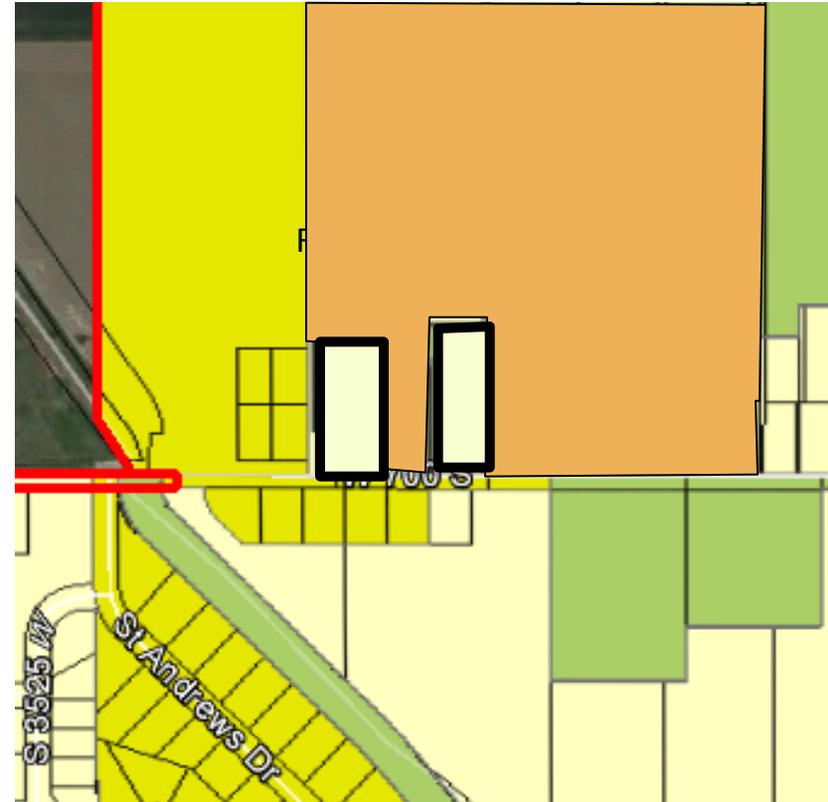
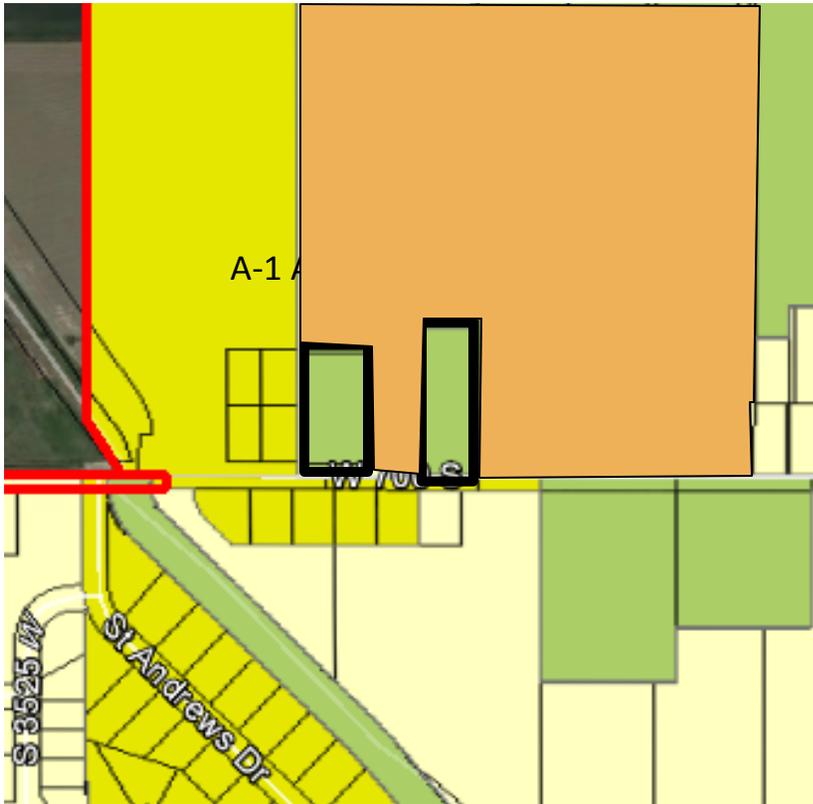
Rezone

Mark Sandberg 3348 W & 3298 W 700 S



Existing Zoning Map

Proposed Zoning Map



- | | | | |
|---|------------------------------------|---|--------------------------|
|  | Agriculture A-1 |  | Commercial II |
|  | R-1 (2.90 dwellings per net acre) |  | General Commercial Zone |
|  | R-2 (3.79 dwellings per net acre) |  | Industrial Zone |
|  | R-3 (5.44 dwellings per net acre) |  | Town Center Overlay Zone |
|  | PRD (8.0 dwellings per net acre) |  | Sensitive Overlay Zone |
|  | R-4 (14.52 dwellings per net acre) |  | RDA & EDA Boundary |
|  | Professional Office | | |



COUNCIL AGENDA

July 8, 2014

Agenda Item # 11 Lease Agreement Addendum-Founders Park Cell Tower

Factual Summation

Please see the attached:

- a. Ariel Map
- b. Proposed Lease addendum

Any question regarding this agenda item may be directed at Sherrie Christensen, Community & Economic Development Director.

Background

The City has been approached by Crown Castle about amending their lease on Founder's Park Cell Tower, as was done on June 10, 2014 with the cell tower at Rock Creek Park. The cell tower is owned by Crown Castle for which they pay the City a lease. The current lease requires any carrier that co-locates to enter into a lease with the City as well.

Staff has reviewed lease and would prefer to have only one carrier pay the City per tower. Crown Castle has agreed to an amendment to the lease in which they would pay the city a per carrier fee for each additional carrier that co-locates on the tower.

Staff has negotiated a per co-location fee of \$500/month for cellular carriers and \$200/month for non-cellular carriers

Request

Approval to authorize the amendment to the lease agreement with Crown Castle for the Founder's Park Cell Tower on Parcel # 12-052-0075, located approximately at 1500 S 1800 W, Syracuse.



Founder's Park Cell Tower Site

1800 W 1500 S
Crown Castle



**FIRST AMENDMENT TO
LAND LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LAND LEASE AGREEMENT (the “First Amendment”) is made effective this ____ day of _____, 2014, by and between SYRACUSE CITY CORPORATION, a Utah municipal corporation (hereinafter referred to as “Lessor”) and NCWPCS MPL 33 - YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company, by and through its Attorney In Fact, CCATT LLC, a Delaware limited liability company (hereinafter referred to as “Lessee”).

RECITALS

WHEREAS, Lessor and New Cingular Wireless PCS, LLC (“Original Lessee”) entered into a Land Lease Agreement dated June 20, 2005, a memorandum of which was recorded on August 8, 2005 at Instrument No. 2094775 Book 3844 Pages 69-70, in the Office of the Davis County Recorder, Utah (the “Agreement”) whereby Original Lessee leased certain real property, together with access and utility easements, located in Davis County, Utah from Lessor (the “Premises”), all located within certain real property owned by Lessor (“Lessor’s Property”); and

WHEREAS, NCWPCS MPL 33 - Year Sites Tower Holdings LLC is currently the Lessee under the Agreement as successor in interest to the Original Lessee; and

WHEREAS, the Premises may be used for the purpose of constructing, maintaining and operating a communications facility, including tower structures, equipment shelters, cabinets, meter boards, utilities, antennas, equipment, any related improvements and structures and uses incidental thereto; and

WHEREAS, the Agreement had an initial term that commenced on October 27, 2005 and expired on October 26, 2010. The Agreement provides for two extensions of five years each, the first of which was exercised by Lessee. According to the Agreement, the final extension expires on October 26, 2020; and

WHEREAS, Lessor and Lessee desire to amend the Agreement on the terms and conditions contained herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lessor and Lessee agree as follows:

1. Recitals; Defined Terms. The parties acknowledge the accuracy of the foregoing recitals. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

2. Assignment and Subletting. Section 18 of the Agreement is being amended by deleting the following:

As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which consent will not be unreasonably withheld, conditioned or delayed. LESSEE may not sublet the Premises without the prior written consent of LESSOR. Any sublessee that is not an Affiliate of LESSEE shall be required to negotiate and enter a separate lease with the LESSOR prior to entering into a sublease with LESSEE.

The remainder of Section 18 of the Agreement shall remain unchanged by this First Amendment. Notwithstanding anything to the contrary in Section 18 of the Agreement, as amended, from and after the date of this First Amendment, Lessee shall have the right, at its sole discretion, to sublease or license use of the Premises and easements granted under the Agreement without the consent or approval of Lessor. Lessee shall provide written notice to Lessor within sixty (60) days after such sublease or license is fully executed.

3. Additional Rent.

a) Broadband Subtenants. In addition to the rent currently paid by Lessee to Lessor pursuant to the Agreement, if, after full execution of this First Amendment, Lessee enters into any future sublease or license with a Broadband Tenant not already a subtenant on the Premises (each a "Future Broadband Sublease"), Lessee shall pay to Lessor a monthly fee for such Future Broadband Sublease equal to Five Hundred and 00/100 Dollars (\$500.00) ("Future Broadband Sublease Fee"). The first payment of the Future Broadband Sublease Fee shall be due on the first day of the month following the commencement date of the applicable Future Broadband Sublease, and each subsequent payment shall be due on the first day of each month thereafter. Thereafter, the Future Broadband Sublease Fee shall escalate at the same time and in the same manner as set forth in the Agreement. If any Future Broadband Sublease expires or terminates

for any reason, Lessee shall no longer be obligated to pay a Future Broadband Sublease Fee for such Future Broadband Sublease. Notwithstanding anything in this paragraph to the contrary, the Future Broadband Sublease Fee applies only to the second (2nd) and subsequent Broadband Tenants. No Future Broadband Sublease Fee will be paid to Lessor in the event that there are one (1) or fewer Broadband Tenants on the Premises. As used herein, "Broadband Tenant" shall mean any subtenant which is a Commercial Mobile Radio Service ("CMRS") provider (as defined in 47 C.F.R. §20.3) engaged primarily in the business of providing wireless telephony services to its customers.

b) Non-Broadband Subtenants. In addition to the rent currently paid by Lessee to Lessor pursuant to the Lease, if, after full execution of this First Amendment, Lessee subleases, licenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not a Broadband Tenant, and not already a subtenant on the Premises (each a "Future Non-Broadband Sublease"), Lessee shall pay to Lessor a monthly fee for such Future Non-Broadband Sublease equal to Two Hundred and 00/100 Dollars (\$200.00) per month (the "Future Non-Broadband Sublease Fee"). The first payment of the Future Non-Broadband Sublease Fee shall be due on the first day of the month following the commencement date of the applicable Future Non-Broadband Sublease, and each subsequent payment shall be due on the first day of each month thereafter. Thereafter, the Future Non-Broadband Sublease Fee shall escalate at the same time and in the same manner as set forth in the Lease. If any Future Non-Broadband Sublease expires or terminates for any reason, Lessee shall no longer be obligated to pay a Future Non-Broadband Sublease Fee for such Future Non-Broadband Sublease. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from subtenants and any successors and/or assignees of such subtenants who commenced use and/or sublease of the Premises prior to execution of this Second Amendment shall be expressly excluded from the Future Non-Broadband Sublease Fee and Lessor shall have no right to receive any portion of such revenue.

c) Additional Rent Limited to Premises. For the avoidance of doubt, the Future Broadband Sublease Fee and the Future Non-Broadband Sublease Fee only apply to subtenants within the existing Premises. In the event Lessor and Lessee agree to expand the Premises, the Future Broadband Sublease Fee and the Future Non-Broadband Sublease Fee shall not apply to subtenants within such additional lease area.

4. Representations, Warranties and Covenants of Lessor. Lessor represents, warrants and covenants to Lessee as follows:

a) Lessor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Lessor's obligations under the Agreement as amended hereby.

b) Except as expressly identified in this First Amendment, Lessor owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Lessee arising under the Agreement as amended hereby and the rights of utility providers under recorded easements.

c) Upon Lessee's request, Lessor shall discharge and cause to be released (or, if approved by Lessee, subordinated to Lessee's rights under the Agreement as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.

d) Upon Lessee's request, Lessor shall cure any defect in Lessor's title to the Premises which in the reasonable opinion of Lessee has or may have an adverse effect on Lessee's use or possession of the Premises.

e) Lessee is not currently in default under the Agreement, and to Lessor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Agreement.

f) Lessor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Lessee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the Agreement as amended hereby, and ensure Lessee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the Agreement as amended hereby.

5. Notices. Lessee's notice address as stated in Section 19 of the Agreement is amended as follows:

If to Lessee:

NCWPCS MPL 33 - Year Sites Tower Holdings LLC
Attn: Network Legal
208 S. Akard St.
Dallas, TX 75202-4206

With a copy to:

CCATT LLC
Attn: Legal Department
2000 Corporate Drive
Canonsburg, PA 15317

6. IRS Form W-9. Lessor agrees to provide Lessee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Lessee. In the event the Lessor's Property is transferred, the succeeding Lessor shall have a duty at the time of such transfer to provide Lessee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in the rent to the new Lessor. Lessor's failure to provide the IRS Form W-9 within thirty (30) days after Lessee's request shall be considered a default and Lessee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

7. Counterparts. This First Amendment may be executed in separate and multiple counterparts, each of which shall be deemed an original but all of which taken together shall be deemed to constitute one and the same instrument.

8. Remainder of Agreement Unaffected. In all other respects, the remainder of the Agreement shall remain in full force and effect. Any portion of the Agreement that is inconsistent with this First Amendment is hereby amended to be consistent.

[Signature pages follow]

Lessor and Lessee have caused this First Amendment to be duly executed on the day and year first written above.

LESSOR:
SYRACUSE CITY CORPORATION, a Utah
municipal corporation

By: _____

Print Name: _____

Title: _____

[Lessee Execution Page Follows]

This First Amendment is executed by Lessee as of the date first written above.

LESSEE:

NCWPCS MPL 33 - YEAR SITES TOWER
HOLDINGS LLC, a Delaware limited liability
company

By: CCATT LLC, a Delaware limited
liability company
Its: Attorney In Fact

By: _____

Print Name: _____

Title: _____



COUNCIL AGENDA

July 8, 2014

Agenda Item #12 Proposed Resolution R14-24 updating and amending the Syracuse City purchasing policy.

Factual Summation

- Any question regarding this agenda item may be directed at City Finance Director Stephen Marshall.
- Administration has reviewed the Syracuse City purchasing policy and is recommending a few changes be made. Most of the suggested revisions are reordering and consolidating sections in the document to make it flow better and to make it easier to understand.
- I have used the Utah State Auditor's office purchasing policy template as a guide in restructuring our purchasing policy. Most items in the template were already included in our existing purchasing policy. This document can be found on page 60 in the uniform accounting manual located on the state auditor's website at <http://auditor.utah.gov/wp-content/uploads/sites/6/2013/05/Uniform-Accounting-Manual-2013.pdf>.
- I have added a few new forms in the back of the purchasing policy. These include the Notice of Award, Work Change Directive, and Change Order forms.
- I added a section for required contract clauses since this was included in the State Auditor's template and is good language to include in our policy.

Staff Recommendation

Adopt the Proposed Resolution updating and amending the Syracuse City purchasing policy.

RESOLUTION NO. R14-24

A RESOLUTION OF THE SYRACUSE CITY COUNCIL UPDATING AND AMENDING THE SYRACUSE CITY PURCHASING POLICY BY MAKING CHANGES THROUGHOUT.

WHEREAS, Syracuse City Staff has reviewed and analyzed the Syracuse City purchasing policy and has recommended various changes to the policy as more particularly provided in attachment A; and

WHEREAS, the City Council desires to adopt the revised Syracuse City purchasing policy as recommended by Staff and as more particularly provided herein;

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

Section 1. Amendment. The Syracuse City purchasing policy is hereby updated and amended to read in its entirety as set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon its passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8th DAY OF JULY, 2014.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Terry Palmer, Mayor

EXHIBIT A

Updated Syracuse City Purchasing Policy

Syracuse City Purchasing Policy

Revised July 8, 2014

**SYRACUSE CITY CORPORATION
PURCHASING POLICY**

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SYRACUSE CITY CORPORATION
Purchasing Policy

Utah Code Section 10-6 requires all city purchases and encumbrances be made or incurred according to the purchasing procedures established by the City by ordinance or resolution and only on the order or approval of the person duly authorized to act as a purchasing agent for the City. It is intended that this policy reflect that statute.

I – GENERAL PROVISIONS

Policy

As outlined by the State of Utah, this policy shall establish procedures for capital and non-capital purchases and annual contracts for the City of Syracuse, Utah. It shall be the responsibility of Department Heads to ensure the directives outlined are adhered to by Syracuse City personnel. It shall be the responsibility of the Finance Director to periodically audit expenditures and make notification of purchasing policy violations.

Purpose

The following policy has been created to maximize the use of Syracuse City’s financial resources. The underlying purposes of this policy are:

1. To ensure fair and equitable treatment of all persons who wish to, or do conduct business with Syracuse City.
2. To provide for the greatest possible economy in City procurement activities.
3. To foster effective broad-based competition within the free enterprise system to ensure that the City will receive the best possible service or product at the lowest possible price.

Compliance

This policy shall not prevent the City from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with the law. When procurement involves the expenditure of federal or state financial assistance funds, the City shall comply with applicable federal or state laws and regulations.

Purchasing Agent

Department Heads shall be considered “purchasing agents” for purposes of this policy. As determined by the Department Heads, others within the departments may be authorized to procure goods and services. It shall be the responsibility of the Department Heads to provide a list of individuals authorized to make purchases within the department. The list shall be given to the Finance Director and updated in a timely manner as changes occur.

Purchase Orders

Purchase orders are required for supplies and equipment acquired through the bidding process. Construction projects awarded by the City Council as a result of sealed bids do not require a purchase order.

The intent of a purchase order is to demonstrate to a supplier that the individual with whom he/she is dealing has the authority to make purchases on behalf of the City. It also serves as approval for the Finance Department to disburse funds to pay for the items noted. A purchase order shall be completed and signed *before* a purchase is made. Suppliers shall be instructed that they are not to enter into a transaction with an individual who does not have a purchase order, unless previous arrangements have been made under terms of a contract.

All purchase orders shall be signed by the Department Head. Purchase orders exceeding \$10,000 shall be signed by the City Manager..

Other Methods of Approval

Payment Voucher

Payment voucher forms are available to authorize the Finance Department to disburse funds for purchases. The types of items for which payment vouchers shall be used are normally items for which invoices are not received. This may include, but not limited to, refunds, publications, and contract services.

Payment Approval Stamp

The “Approved for Payment” stamp shall be used to authorize payment on invoices for which no purchase order was issued or required. This may include ongoing items such as utility bills, telephone & cellular bills, lease payments, and invoices for supplies purchased under an annual contract.

Purchases Exceeding Budgeted Amounts

Utah State Code prohibits officers and employees of the City from incurring expenditures and encumbrances in excess of the total appropriation for any department. Prior approval for a budget adjustment must be received before a purchase is made for any item which will put a department in violation of the budget. Refer to Syracuse City Personnel Policy for disciplinary action relating to violations of this policy. A “Budget Transfer Request” shall be completed and submitted to the Finance Director after approval from the Department Head and City Manager. Use the budget transfer sheet on page 14.

The term purchases shall be defined by each individual item being purchased or each capital project. If multiple items are being purchased, then the cost of each individual item will be evaluated for purposes of this policy.

II - SOURCE SELECTION AND CONTRACT FORMATION - GENERAL PROVISIONS

Purchases not requiring sealed bids

1. Purchases costing less than \$5,000 in total shall not require bids of any type. (Purchases shall not be artificially divided so as to constitute a small purchase under this section.)
2. Purchases costing more than \$5,000 but less than \$10,000 in total shall require 3 telephone bids. These bids may be reused as long as the price charged by the vendor remains the same as the price quoted. The price quotation shall be redone when the vendor's price changes or annually, whichever comes first. Use the informal price quotation sheet on page 10.
3. Purchases costing more than \$10,000 but less than \$25,000 in total shall require 3 formal price quotations through mail, fax, or email. Use the formal price quotation sheet on page 11.
4. Purchases made through the cooperative purchasing contracts administered by the State Divisions of Purchasing. The state contract number shall be written on the quotation record.
5. Purchases made from a single-source provider.
6. Purchases required during an emergency, i.e., an eminent threat to the public's health, welfare, or safety. However, as much competition as practical should be obtained; and, such purchases should be limited to amounts necessary to the resolution of the emergency.
7. Auction, Closeout, Bankruptcy Sales – If the purchasing agent determines the supplies, materials or equipment can be purchased at any public auction, closeout sale, bankruptcy sale or other similar sale, and if a majority of the City Council at a regular or special meeting concurs in such determination and makes a finding that a purchase at any such auction or sale will be made at a cost below the market cost in the community, a contract or purchase may be made without complying with the competitive bidding requirements.
8. Exchanges – Exchanges of supplies, material or equipment between the City and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies.
9. Costs associated with repair and maintenance of existing equipment.

Purchases Requiring Sealed Bids

1. Contracts with purchases greater than \$25,000 shall be awarded by competitive sealed bidding except as otherwise provided by this policy. See invitation to bid form on page 12.
2. An invitation for bids shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation shall include a purchase description and all contractual terms and conditions applicable to the procurement. Public notice of the invitation for bids shall be given at least 10 days prior to the date set forth therein for the opening of bids. The notice may include publication in a newspaper of general circulation.

Additional requirements to this rule include:

Building Improvements and Public Works Projects: For any building improvement or public works projects where the estimated cost exceeds the bid limit, as defined in Section 11-39-101(1) of the Utah Code, requests for bid shall be published at least twice in a newspaper of general circulation at least five (5) days before the opening of the bids.

Class C Road Projects: For the construction of any improvement project on Class C Roads where the estimated cost exceeds the bid limit, as defined in Section 72-6-109 of the Utah Code, advertisement for bids shall be published in a newspaper of general circulation at least once a week for three consecutive weeks before the opening of bids.

3. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any other relevant information, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection.
4. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids. The record and each bid shall be open to public inspection during regular business hours for a period of not less than thirty (30) days after the bid opening.
5. Correction or withdrawal of inadvertently erroneous bids before award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the Syracuse City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the purchasing agent.
6. The contract shall be awarded with reasonable promptness, by written notice, to the lowest bidder whose bid meets the requirements and criteria set forth in the invitation for bids. If the contract is not awarded within forty-five (45) days, the bids received will be null and the department must re-advertise for bids.

7. Bids that meet or exceed the bid limit as defined in Section 11-39-101(1) of the Utah Code, shall be approved by the Governing Body prior to issuing a notice of award. See notice of award form on page 15.

Use of Competitive Sealed Proposals in Lieu of Bids

When it is determined that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by competitive sealed proposals. Competitive sealed proposals are most appropriately used for professional service-type contracts. See the request for proposal form on page 13.

Procedures for obtaining competitive sealed proposals are as follows:

1. Proposals shall be solicited through a request for proposals. Public notice of the request for proposals shall be given at least fourteen (14) days prior to the advertised date of the opening of the proposals.
2. Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award.
3. The request for proposals shall state the relative importance of price and other evaluating factors.
4. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
5. Award shall be made to the person whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

Professional Service Contracts

Contracts for professional services shall be awarded at the discretion of the City Council and include, but are not limited to, the following services: architectural, auditing, banking, construction project management, engineering, insurance, janitorial services, and legal. Contracts shall be awarded based on the evaluation of professional qualifications, service ability, cost of service, and other criteria deemed applicable by the department requesting the professional service. These services are qualification-based procurement. Requests for such services should be publicly announced. Contracts should be negotiated by the City based on demonstrated competence at fair and reasonable prices.

Cost-Plus-A-Percentage-Of-Cost Contracts

Subject to the limitations of this section, any type of contract which will promote the best interest of the City may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the City than any other type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract.

Circumstances Justifying Award of Contract Without Competition

A contract may be awarded for a supply, services, or construction item without competition when the purchasing agent or a designee determines in writing that there is only one source for the required supply, service, or construction item; or the award to a supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item. Sole source may be considered when the required materials are consistent with established city engineering standards or is uniform to all other materials of a like item.

Emergency Procurement

Notwithstanding any other provision of this chapter, when there exists a threat to public health, welfare, or safety under emergency conditions as defined in rules and regulations, the purchasing agent or designee may make or authorize others to make emergency procurements; provided that emergency procurements shall be made with as much competition as practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

Cancellation and Rejection of Bids

An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the City. The reasons shall be made part of the contract file.

Required Contract Clauses

1. The unilateral right of the City to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. See change order form or work change directive form on page 16-17.
2. Variations occurring between estimated quantities of work in a contract and actual quantities. See change order form on page 17.
3. Suspension of work ordered by the City. See work change directive form on page 16.

III – SPECIFICATIONS

All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the City’s needs, and shall not be unduly restrictive. Where practical and reasonable, and within the scope of this article, Syracuse City and Utah products shall be given preference.

IV – APPEALS

Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the purchasing agent. An appeal shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts.

The purchasing agent shall issue a written decision within fourteen (14) days regarding the appeal if it is not settled by a mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to appeal to the City Council.

The appeal to the City Council shall be the final appeal on the City level.

V – ETHICS IN PUBLIC CONTRACTING

No person involved in making procurement decisions may have personal investments in any business entity which will create a substantial conflict between their private interest and their public duties. Any personal interest between the supplier and the decision maker must be disclosed in writing and filed with the Finance Director.

Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan or reward, or any promise thereof, either for the person’s own use or the use or benefit of any other person or organization from any person or organization interested in selling to the City.

INFORMAL COMPETITIVE PRICE QUOTATION RECORD

Department: _____ Date Submitted: _____

Item Description: _____

Quantity: _____ Date Needed: _____

Vendor	Phone #	Person Contacted	Price Quote

Notes: _____

Complete when using State bid:

Contract Number _____

Vendor _____

Effective Dates of Contract: _____ through _____

Signature of Purchasing Agent: _____ Date: _____

SYRACUSE CITY CORPORATION
REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

Please include this sheet as the cover for your price quote. Mark price quote as follows:

Mail / Hand Deliver / Fax to: _____

Quotes will be accepted until: (date) _____ (time) _____

Description of item(s): _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Specify Name Brand of Item: _____

Quote Price, FOB Syracuse, Utah: _____

Approximate Delivery Date: _____

Payment Terms: _____

Price Quote Honored Through: _____

Contact Person: _____ Telephone: _____

Variations to Specifications (attach additional sheets if necessary): _____

Syracuse City reserves the right to accept or reject this quote, or any portion thereof, and call for new quotes if their interests or convenience are better served by such a course.

Authorized Signature: _____ Date: _____

SYRACUSE CITY CORPORATION
INVITATION TO BID
(THIS IS NOT AN ORDER)

Please include this sheet as the cover for your bid. Mark sealed bids as follows:

Mail / Hand Deliver to: _____

Bids will be accepted until: (date) _____ (time) _____

Description of item(s): _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Specify Name Brand of Item: _____

Bid Price, FOB Syracuse, Utah: _____

Approximate Delivery Date: _____

Payment Terms: _____

Bid Price Honored Through: _____

Contact Person: _____ Telephone: _____

Variations to Specifications (attach additional sheets if necessary): _____

Syracuse City reserves the right to accept or reject this bid, or any portion thereof, and call for new bids if their interests or convenience are better served by such a course.

Authorized Signature: _____ Date: _____

SYRACUSE CITY CORPORATION
REQUEST FOR PROPOSAL
(THIS IS NOT A REQUEST FOR SERVICES)

Please include this sheet as the cover for your proposal. Mark proposals as follows:

Mail / Hand Deliver to: _____

Proposals will be accepted until: (date) _____ (time) _____

Description of service(s): _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Specify Services Provided: _____

Proposal Price: _____

Time Period of Services: _____

Payment Terms: _____

Proposal Honored Through: _____

Contact Person: _____ Telephone: _____

Additional Comments (attach additional sheets if necessary): _____

Syracuse City reserves the right to accept or reject this proposal, or any portion thereof, and call for new proposals if their interests or convenience are better served by such a course.

Authorized Signature: _____ Date: _____

**SYRACUSE CITY
BUDGET TRANSFER**

Requesting Department _____ Date: _____

_____ Within Department

_____ To Another Department (Requires Council Approval)

Explanation: _____

GL Account

Amount

Budget Transfer to:

Budget Transfer from:

Vendor Name: _____

Invoice Number: _____ PO Number _____

Departmental Approval: _____

City Administrator Approval: _____

Budget Officer Approval: _____

Notice of Award

Date: _____

Project:	
Owner: Syracuse City Corporation	Owner's Contract No.:
Contract:	
Bidder:	
Bidder's Address:	

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____.

The Contract Price of your Contract is _____ (\$_____).

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner
By: _____
Authorized Signature

Title

Change Order No. _____

Date of Issuance:		Effective Date:
Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ _____	Original Contract Times: <input type="checkbox"/> Workingdays <input type="checkbox"/> Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase] [Decrease] of this Change Order: \$ _____	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: _____ Approved by Funding Agency (if applicable): _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By: _____ Contractor (Authorized Signature) Date: _____ Date: _____
--	--	--

Syracuse City Purchasing Policy

~~Adopted~~ Revised September 14, 2010 July 8, 2014

SYRACUSE CITY CORPORATION PURCHASING POLICY

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SYRACUSE CITY CORPORATION Purchasing Policy

Utah Code Section 10-6 requires all city purchases and encumbrances be made or incurred according to the purchasing procedures established by the City by ordinance or resolution and only on the order or approval of the person duly authorized to act as a purchasing agent for the City. It is intended that this policy reflect that statute.

I – GENERAL PROVISIONS

Policy

As outlined by the State of Utah, this policy shall establish procedures for capital and non-capital purchases and annual contracts for the City of Syracuse, Utah. It shall be the responsibility of Department Heads to ensure the directives outlined are adhered to by Syracuse City personnel. It shall be the responsibility of the Finance ~~Manager~~ Director to periodically audit expenditures and make notification of purchasing policy violations.

Purpose

The following policy has been created to maximize the use of Syracuse City’s financial resources. The underlying purposes of this policy are:

1. To ensure fair and equitable treatment of all persons who wish to, or do conduct business with Syracuse City.
2. To provide for the greatest possible economy in City procurement activities.
3. To foster effective broad-based competition within the free enterprise system to ensure that the City will receive the best possible service or product at the lowest possible price.

Compliance

This policy shall not prevent the City from complying with the terms and conditions of any grant, gift or bequest that is otherwise consistent with the law. When procurement involves the expenditure of federal or state financial assistance funds, the City shall comply with applicable federal ~~laws or state laws~~ and regulations.

Purchasing Agent

Department Heads shall be considered “purchasing agents” for purposes of this policy. As determined by the Department Heads, others within the departments may be authorized to procure goods and services. It shall be the responsibility of the Department Heads to provide a

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list of individuals authorized to make purchases within the department. The list shall be given to the Finance ~~Manager~~ Director and updated in a timely manner as changes occur.

Purchase Orders

Purchase orders are required for supplies and equipment acquired through the bidding process. ~~This includes informal, formal, and sealed bids.~~ Construction projects awarded by the City Council as a result of sealed bids do not require a purchase order.

The intent of a purchase order is to demonstrate to a supplier that the individual with whom he/she is dealing has the authority to make purchases on behalf of the City. It also serves as approval for the Finance Department to disburse funds to pay for the items noted. A purchase order shall be completed and signed *before* a purchase is made. Suppliers shall be instructed that they are not to enter into a transaction with an individual who does not have a purchase order, unless previous arrangements have been made under terms of a contract.

All purchase orders shall be signed by the Department Head. Purchase orders exceeding \$10,000 shall be signed by the City ~~Administrator~~ Manager. ~~Purchase orders for any non-budgeted capital purchases shall also be signed by the City Administrator.~~

Other Methods of Approval

Payment Voucher

Payment voucher forms are available to authorize the Finance Department to disburse funds for purchases. The types of items for which payment vouchers shall be used are normally items for which invoices are not received. This may include, but not limited to, refunds, publications, and contract services.

Payment Approval Stamp

The “Approved for Payment” stamp shall be used to authorize payment on invoices for which no purchase order was issued or required. This may include ongoing items such as utility bills, telephone & cellular bills, lease payments, and invoices for supplies purchased under an annual contract.

Purchases Exceeding Budgeted Amounts

Utah State Code prohibits officers and employees of the City from incurring expenditures and encumbrances in excess of the total appropriation for any department. Prior approval for a budget adjustment must be received before a purchase is made for any item which will put a department in violation of the budget. Refer to Syracuse City Personnel Policy for disciplinary action relating to violations of this policy. A “Budget Transfer Request” shall be completed and submitted to the Finance ~~Manager~~ Director after approval from the ~~Budget Officer~~ Department Head and City ~~Administrator~~ Manager. Use the budget transfer sheet on page 14.

The term purchases shall be defined by each individual item being purchased or each capital project. If multiple items are being purchased, then the cost of each individual item will be evaluated for purposes of this policy.

II - SOURCE SELECTION AND CONTRACT FORMATION - GENERAL PROVISIONS

Purchases not requiring sealed bids,

1. Purchases costing less than \$5,000 in total shall not require bids of any type. (Purchases shall not be artificially divided so as to constitute a small purchase under this section.)
2. Purchases costing more than \$5,000 but less than \$10,000 in total shall require 3 telephone bids. These bids may be reused as long as the price charged by the vendor remains the same as the price quoted. The price quotation shall be redone when the vendor's price changes or annually, whichever comes first. Use the informal price quotation sheet on page 10.
3. Purchases costing more than \$10,000 but less than \$25,000 in total shall require 3 formal price quotations through mail, fax, or email. Use the formal price quotation sheet on page 11.
4. Purchases made through the cooperative purchasing contracts administered by the State Divisions of Purchasing. The state contract number shall be written on the quotation record.
5. Purchases made from a single-source provider.
6. Purchases required during an emergency, i.e., an eminent threat to the public's health, welfare, or safety. However, as much competition as practical should be obtained; and, such purchases should be limited to amounts necessary to the resolution of the emergency.
7. Auction, Closeout, Bankruptcy Sales – If the purchasing agent determines the supplies, materials or equipment can be purchased at any public auction, closeout sale, bankruptcy sale or other similar sale, and if a majority of the City Council at a regular or special meeting concurs in such determination and makes a finding that a purchase at any such auction or sale will be made at a cost below the market cost in the community, a contract or purchase may be made without complying with the competitive bidding requirements.
8. Exchanges – Exchanges of supplies, material or equipment between the City and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies.
9. Costs associated with repair and maintenance of existing equipment.

~~II – COMPETITIVE BIDDING REQUIREMENTS AND CONTRACT INFORMATION~~

~~A. Bidding Requirements~~

- ~~1. All bidding requirements may be dispensed for all non-capital purchases less than \$5,000 per item. Purchases shall not be artificially divided so as to constitute a small purchase under this section.~~
- ~~2. Capital purchases are assets acquired for use in operations, have a useful life of one year or more, and cost \$5,000 or more. All capital purchases must follow bidding requirements detailed below.~~

~~B. Purchases Requiring Informal Price Quotations~~

- ~~1. Non-capital purchases of \$5,000.01 and above per item.~~
- ~~2. Capital purchases of \$5,000.01 to \$10,000.~~

~~Informal price quotations shall be solicited from qualified prospective vendors by oral, written, or telephone requests from at least three (3) vendors. Quotations shall be recorded on an “Informal Competitive Price Quotation Record”. One copy of the quotation records shall remain with the department and one copy shall be attached to the purchase order. Reasons for including less than three quotations shall be stated on the form.~~

~~When it is determined the vendor is a sole source supplier, the Informal Price Quotation shall contain information on how the determination of the sole source was made. If three vendors were called and only one had the product, the form shall contain the names of the vendors contacted. Every effort shall be made by the department to obtain three (3) qualified bids.~~

~~Because of the extensive bidding processing done by the State of Utah, their contract prices can be used in lieu of three quotations. The State bid number shall be listed on the quotation record along with the individual contacted.~~

~~The Informal Competitive Price Quotation Records may be reused as long as the price charged by the vendor remains the same as the price quoted. The quotation shall be redone when the vendor’s price changes or annually, whichever comes first.~~

~~C. Purchases Requiring Formal Price Quotations~~

- ~~1. Capital purchases of \$10,000.01 to \$25,000.~~
- ~~2. Professional services contracts exceeding \$10,000 per project or if the contract is ongoing, per budget year.~~

Formal price quotations shall be obtained through the mail, fax, or email with the "Request for Quotation" form prior to the order date. It shall be the responsibility of the requesting department to review the quotations received and select a vendor. Copies of the quotations shall be kept on file in the requesting department. A brief summary of the quotations and award shall be attached to the purchase order.

State of Utah contract prices may be used in lieu of obtaining formal price quotations. The State bid number shall be listed on the bid summary along with the individual contacted.

D. Purchases Requiring Sealed Bids

1. Capital purchases above \$25,000.01.
2. Public Works projects exceeding the bid limit as defined by Utah Code.
1. Contracts with purchases greater than \$25,000 shall be awarded by competitive sealed bidding except as otherwise provided by this policy. See invitation to bid form on page 12.
2. An invitation for bids shall be issued when a contract is to be awarded by competitive sealed bidding. The invitation shall include a purchase description and all contractual terms and conditions applicable to the procurement. Public notice of the invitation for bids shall be given at least 10 days prior to the date set forth therein for the opening of bids. The notice may include publication in a newspaper of general circulation.

Additional requirements to this rule include:

Building Improvements and Public Works Projects: For any building improvement or public works projects where the estimated cost exceeds the bid limit, as defined in Section 11-39-101(1) of the Utah Code, requests for bid shall be published at least twice in a newspaper of general circulation at least five (5) days before the opening of the bids.

Class C Road Projects: For the construction of any improvement project on Class C Roads where the estimated cost exceeds the bid limit, as defined in Section 72-6-109 of the Utah Code, advertisement for bids shall be published in a newspaper of general circulation at least once a week for three consecutive weeks before the opening of bids.

3. Bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any other relevant information, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection.
4. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated based on the requirements set forth in the invitation for bids. The record and each bid shall be open to public inspection during regular business hours for a period of not less than thirty (30) days after the bid opening.

5. Correction or withdrawal of inadvertently erroneous bids before award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After bid opening no changes in bid prices or other provisions of bids prejudicial to the interest of the Syracuse City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the purchasing agent.
6. The contract shall be awarded with reasonable promptness, by written notice, to the lowest bidder whose bid meets the requirements and criteria set forth in the invitation for bids. If the contract is not awarded within forty-five (45) days, the bids received will be null and the department must re-advertise for bids.
7. Bids that meet or exceed the bid limit as defined in Section 11-39-101(1) of the Utah Code, shall be approved by the Governing Body prior to issuing a notice of award. See notice of award form on page 15.

Procedures for obtaining sealed bids:

- a) An invitation for bids shall be issued. The invitation shall include a general description of the articles to be purchased and all contractual terms and conditions applicable to the procurement. The invitation shall also state where bid blanks and specifications may be secured and the time and place for opening bids.
- b) Notices inviting bids shall be published at least ten (10) days before the date of opening of the bids. Notices shall be published at least once in a newspaper of general circulation in the City.
- c) Exceptions to this rule include:

Building Improvements and Public Works Projects: For any building improvement or public works projects where the estimated cost exceeds the bid limit, as defined in Section 11-39-101(1) of the Utah Code, requests for bid shall be published at least twice in a newspaper of general circulation at least five (5) days before the opening of the bids.

Class C Road Projects: For the construction of any improvement project on Class C Roads where the estimated cost exceeds the bid limit, as defined in Section 72-6-109 of the Utah Code, advertisement for bids shall be published in a newspaper of general circulation at least once a week for three consecutive weeks before the opening of bids.

- d) Bids shall be opened publicly in the presence of two or more witnesses at the time and place designated in the invitation for bids. The amount of each bid and any relevant information, together with the name of each bidder, shall be recorded. The record and each bid shall be open to public inspection during regular business hours for a period of not less than thirty (30) days after the bid opening.
- e) Bids shall be unconditionally accepted without alteration or correction, except as authorized in this policy. Bids shall be evaluated by the requesting department based on the requirements set forth in the invitation for bids.
- f) Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted. After

~~bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. All decisions to permit the correction or withdrawal of bids or to cancel awards or contracts based on bid mistakes shall be supported by a written determination made by the requesting department.~~

- ~~g) The contract shall be awarded by the requesting department within thirty (30) days to the lowest bidder whose bid meets the requirements and criteria set forth in the invitation for bids. If the contract is not awarded within thirty (30) days, the bids received will be null and the department must re-advertise for bids.~~
- ~~h) If two (2) or more bids received are the low bids and are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of re-advertising for bids, the City Council shall determine which bid, if any, to accept after negotiation with the tied bidders.~~
- ~~i) Received bids shall be kept on file in the requesting department. A brief summary of the bids and award shall be attached to the purchase order.~~

E. Use of Competitive Sealed Proposals in Lieu of Bids

When it is determined that the use of competitive sealed bidding is either not practicable or not advantageous to the City, a contract may be entered into by competitive sealed proposals. Competitive sealed proposals are most appropriately used for professional service-type contracts. [See the request for proposal form on page 13.](#)

Procedures for obtaining competitive sealed proposals are as follows:

- ~~1.~~ Proposals shall be solicited through a request for proposals. Public notice of the request for proposals shall be given at least fourteen (14) days prior to the advertised date of the opening of the proposals.
- ~~1.~~ ~~2.~~ Proposals shall be opened so as to avoid disclosure of contents to competing offerors during the process of negotiation. A register of proposals shall be prepared and shall be open for public inspection after contract award.
- ~~2.~~ ~~3.~~ The request for proposals shall state the relative importance of price and other evaluating factors.
- ~~3.~~ ~~4.~~ Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- ~~4.~~ Award shall be made to the person whose proposal is determined, in writing, to be the most advantageous to the City, taking into consideration price and the evaluation factors set forth in the request for proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

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F. Professional Service Contracts

Contracts for professional services shall be awarded at the discretion of the City Council and include, but are not limited to, the following services: architectural, auditing, banking, construction project management, engineering, ~~construction project management~~, insurance, janitorial services, and legal. Contracts shall be awarded based on the evaluation of professional qualifications, service ability, cost of service, and other criteria deemed applicable by the department requesting the professional service. These services are qualification-based procurement. Requests for such services should be publicly announced. Contracts should be negotiated by the City based on demonstrated competence at fair and reasonable prices.

G. Cost-Plus-A-Percentage-Of-Cost Contracts

Subject to the limitations of this section, any type of contract which will promote the best interest of the City may be used, provided that the use of a cost-plus-a-percentage-of-cost contract is prohibited. A cost-reimbursement contract may be used only when a determination is made in writing that such contract is likely to be less costly to the City than any other type or that it is impracticable to obtain the supplies, services, or construction required except under such a contract.

H. Circumstances Justifying Award of Contract Without Competition

A contract may be awarded for a supply, services, or construction item without competition when the purchasing agent or a designee determines in writing that there is only one source for the required supply, service, or construction item; or the award to a supplier, service provider, or contractor is a condition of a donation that will fund the full cost of the supply, service, or construction item. Sole source may be considered when the required materials are consistent with established city engineering standards or is uniform to all other materials of a like item.

I. Emergency Procurement

Notwithstanding any other provision of this chapter, when there exists a threat to public health, welfare, or safety under emergency conditions as defined in rules and regulations, the purchasing agent or designee may make or authorize others to make emergency procurements; provided that emergency procurements shall be made with as much competition as practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

J. Cancellation and Rejection of Bids

An invitation for bids, a request for proposals, or other solicitation may be cancelled, or any or all bids or proposals may be rejected, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the City. The reasons shall be made part of the contract file.

Required Contract Clauses

1. The unilateral right of the City to order, in writing, changes in the work within the scope of the contract and changes in the time of performance of the contract that do not alter the scope of the contract work. See change order form or work change directive form on page 16-17.
2. Variations occurring between estimated quantities of work in a contract and actual quantities. See change order form on page 17.
3. Suspension of work ordered by the City. See work change directive form on page 16.

K. Exemptions to Competitive Bidding Requirements

1. ~~Special Contracts—Contracts which by their nature are not adapted to being awarded by competitive bidding shall not be subject to the bidding requirements. Examples of such contracts are: contracts for equipment similar to existing City-owned equipment on which City personnel are already trained or contracts for equipment which is compatible with existing City-owned equipment for which the City maintains an inventory of replacement parts.~~
2. ~~Auction, Closeout, Bankruptcy Sales—If the purchasing agent determines the supplies, materials or equipment can be purchased at any public auction, closeout sale, bankruptcy sale or other similar sale, and if a majority of the City Council at a regular or special meeting concurs in such determination and makes a finding that a purchase at any such auction or sale will be made at a cost below the market cost in the community, a contract or purchase may be made without complying with the competitive bidding requirements.~~
3. ~~Exchanges—Exchanges of supplies, material or equipment between the City and any other public agency which are not by sale or auction shall be by mutual agreement of the respective public agencies.~~

III – SPECIFICATIONS

All specifications shall seek to promote overall economy and best use for the purpose intended and encourage competition in satisfying the City’s needs, and shall not be unduly restrictive. Where practical and reasonable, and within the scope of this article, Syracuse City and Utah products shall be given preference.

IV – APPEALS

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Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the purchasing agent. An appeal shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts.

The purchasing agent shall issue a written decision within fourteen (14) days regarding the appeal if it is not settled by a mutual agreement. The decision shall state the reasons for the action taken and inform the protestor, contractor, or prospective contractor of the right to appeal to the City Council.

The appeal to the City Council shall be the final appeal on the City level.

V – ETHICS IN PUBLIC CONTRACTING

No person involved in making procurement decisions may have personal investments in any business entity which will create a substantial conflict between their private interest and their public duties. Any personal interest between the supplier and the decision maker must be disclosed in writing and filed with the Finance ~~Manager~~Director.

Any person involved in making procurement decisions is guilty of a felony if the person asks, receives, or offers to receive any emolument, gratuity, contribution, loan or reward, or any promise thereof, either for the person's own use or the use or benefit of any other person or organization from any person or organization interested in selling to the City.

INFORMAL COMPETITIVE PRICE QUOTATION RECORD

Department: _____ Date Submitted: _____

Item Description: _____

Quantity: _____ Date Needed: _____

Vendor	Phone #	Person Contacted	Price Quote

Notes: _____

Complete when using State bid:

Contract Number _____

Vendor _____

Effective Dates of Contract: _____ through _____

Signature of Purchasing Agent: _____ Date: _____

SYRACUSE CITY CORPORATION
REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

Please include this sheet as the cover for your price quote. Mark price quote as follows:

Mail / Hand Deliver / Fax to: _____

Quotes will be accepted until: (date) _____ (time) _____

Description of item(s): _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Specify Name Brand of Item: _____

Quote Price, FOB Syracuse, Utah: _____

Approximate Delivery Date: _____

Payment Terms: _____

Price Quote Honored Through: _____

Contact Person: _____ Telephone: _____

Variations to Specifications (attach additional sheets if necessary): _____

Syracuse City reserves the right to accept or reject this quote, or any portion thereof, and call for new quotes if their interests or convenience are better served by such a course.

Authorized Signature: _____ Date: _____

SYRACUSE CITY CORPORATION
INVITATION TO BID
(THIS IS NOT AN ORDER)

Please include this sheet as the cover for your bid. Mark sealed bids as follows:

Mail / Hand Deliver to: _____

Bids will be accepted until: (date) _____ (time) _____

Description of item(s): _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Specify Name Brand of Item: _____

Bid Price, FOB Syracuse, Utah: _____

Approximate Delivery Date: _____

Payment Terms: _____

Bid Price Honored Through: _____

Contact Person: _____ Telephone: _____

Variations to Specifications (attach additional sheets if necessary): _____

Syracuse City reserves the right to accept or reject this bid, or any portion thereof, and call for new bids if their interests or convenience are better served by such a course.

Authorized Signature: _____ Date: _____

SYRACUSE CITY CORPORATION
REQUEST FOR PROPOSAL
(THIS IS NOT A REQUEST FOR SERVICES)

Please include this sheet as the cover for your proposal. Mark proposals as follows:

Mail / Hand Deliver to: _____

Proposals will be accepted until: (date) _____ (time) _____

Description of service(s): _____

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Specify Services Provided: _____

Proposal Price: _____

Time Period of Services: _____

Payment Terms: _____

Proposal Honored Through: _____

Contact Person: _____ Telephone: _____

Additional Comments (attach additional sheets if necessary): _____

Syracuse City reserves the right to accept or reject this proposal, or any portion thereof, and call for new proposals if their interests or convenience are better served by such a course.

Authorized Signature: _____ Date: _____

**SYRACUSE CITY
BUDGET TRANSFER**

Requesting Department _____ Date: _____

_____ Within Department

_____ To Another Department (Requires Council Approval)

Explanation: _____

<u>GL Account</u>	<u>Amount</u>
Budget Transfer to:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Budget Transfer from:	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Vendor Name: _____

Invoice Number: _____ PO Number _____

Departmental Approval: _____

City Administrator Approval: _____

Budget Officer Approval: _____

Notice of Award

Date: _____

Project: _____

Owner: Syracuse City Corporation

Owner's Contract No.: _____

Contract: _____

Bidder: _____

Bidder's Address: _____

You are notified that your Bid dated _____ for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for _____.

The Contract Price of your Contract is _____ (\$ _____).

_____ copies of the proposed Contract Documents (except Drawings) accompany this Notice of Award.

_____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner [_____] fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), General Conditions (Paragraph 5.01), and Supplementary Conditions (Paragraph SC-5.01).
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

Owner

By:

Authorized Signature

Title

Change Order No.

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Date of Issuance:

Effective Date:

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Project:

Owner:

Owner's Contract No.:

Contract:

Date of Contract:

Contractor:

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times: Workingdays Calendar days

\$ _____

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ :

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ :

\$ _____

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

\$ _____

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

\$ _____

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

\$ _____

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____
Engineer (Authorized Signature)

By: _____
Owner (Authorized Signature)

By: _____
Contractor (Authorized Signature)

Date: _____

Date: _____

Date: _____

Approved by Funding Agency (if applicable):

Date: _____

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COUNCIL AGENDA

July 8, 2014

Agenda Item # 13

Discussion regarding potential fireworks restrictions.

Factual Summation

- Any question regarding this agenda item may be directed at Fire Chief Froerer.
- Please see attached Memorandum and Supporting documentation provided by Chief Froerer.
- 'In 2012 and 2013 the Fire Chief recommended restrictions of fireworks in designated areas of the city over the July 24th holiday. So far this year we have not seen the extreme drying and high temperatures of previous summers to date. The Fire Chief is not proposing any restrictions of fireworks discharge for the upcoming holiday, other than the for the use of unauthorized fireworks already prohibited. We encourage responsible use of fireworks, with an advisory that residents do not use fireworks near dry grass or agricultural crops. Instead we encourage residents to choose an alternate location, including Rock Creek Park, Centennial Park, Founders Park and Bluff Ridge Park.'

RESOLUTION NO. 14-25

**A RESOLUTION PROHIBITING THE USE OF AERIAL FIREWORKS,
WITHIN SPECIFIED AREAS IN THE CITY**

Whereas, local fire officials are authorized to enforce the state fire code, pursuant to Utah Code Annotated § 53-7-104; and

Whereas, Eric Froerer has been duly appointed as a local fire official as Fire Chief for Syracuse; and

Whereas, Syracuse has defined “hazardous environmental conditions” as “extreme dryness or lack of moisture, windy conditions, the presence of dry weeds and other vegetation and any combination thereof” pursuant to Municipal Code §7.25.020; and

Whereas, Fire Chief Eric Froerer has determined that hazardous environmental conditions in Syracuse necessitate controlled use fireworks in accordance with Utah Code Annotated §15A-5-202(3)(b).

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

Section 1. PURPOSE. This resolution prohibits the ignition or use aerial fireworks in lines, areas, and zones where structures or other human development meet or intermingle with undeveloped wildland or land being used for an agricultural purpose.

Section 2. DEFINITIONS. “Aerial Fireworks” means fireworks that are designed to travel greater than 15 feet but not to exceed 150 feet into the air and then explode.

“Fireworks” shall have the same meaning as found in Title 53, Chapter 7 of the Utah Code.

Section 3. AREAS AFFECTED. The attached map and description identify the areas subject to this prohibition.

Section 4. PUBLIC NOTICE. The municipality shall immediately post copies of the prohibition in at least three public places within the City/town; post a copy of the order on the official municipal website; inform all local news media outlets of the order and provide a copy of the order thereto. All postings shall include the attached map and area descriptions.

Section 5. PENALTY. This resolution shall constitute an order of the Fire Chief in accordance with Municipal Code Title 7, Chapter 5. Any person who violates this order is guilty of an offense as indicated in §7.05.070.

Section 6. REPEAL AND SEVERABILITY. If any section, phrase, sentence or portion of this ordinance is for any reason held invalid or unconstitutional by any court or competent jurisdiction, such portions shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and shall be in effect until .

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8th DAY OF JULY, 2014.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder
, Mayor

By: _____
Terry Palmer