



SYRACUSE CITY

Syracuse City Council Business Meeting

November 12, 2024 –6:00 p.m.

In-Person Location: Syracuse City Hall, 1979 W. 1900 S.

Electronic Via [Zoom](#)

Connect via telephone: +1-301-715-8592 US, meeting ID: 874 8160 2100

Streamed on Syracuse City [YouTube Channel](#)

1. Meeting called to order.
Invocation or thought
Pledge of Allegiance
Adopt agenda.
2. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. *(Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.gov, by 4:00 p.m. on November 12, 2024. Comments submitted by the deadline will be read for the record of the meeting.)*
3. Approval of Minutes: (2 min.)
 - a. October 8, 2024 City Council Business Meeting
 - b. October 8, 2024 Special Redevelopment Agency Business Meeting
 - c. October 22, 2024 City Council Work Session
4. Proposed Ordinance 2024-28 comprehensively amending existing sections or adopting new sections of the Syracuse Municipal Code related to position of Assistant City Manager. (5 min.)
5. Proposed Resolution R24-41 appointing Stephen Marshall as the Assistant City Manager for Syracuse City. (5 min.)
6. Request to be on the agenda: UTOPIA Fiber annual update presented by CEO Roger Timmerman. (15 min.)
7. Proposed Resolution R24-38 approving the acquisition of Utah Department of Transportation (UDOT) properties. (5 min.)
8. Authorize surplus of four Police Department vehicles. (5 min.)
9. Authorize Administration to execute Water Infrastructure Projects Grant Agreement with Utah Division of Water Resources for installation of secondary water meters. (5 min.)
10. Authorize Administration to award contract for Secondary Water Metering Project #2. (5 min.)
11. Proposed Ordinance 2024-29 amending Syracuse Municipal Code Title Six, Chapter Five pertaining to imposition of civil penalties. (5 min.)
12. Proposed Ordinance 2024-30 amending Syracuse Municipal Code Title Six, Chapter 40 pertaining to noise. (5 min.)
13. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. *(Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.gov, by 4:00 p.m. on November 12, 2024. Comments submitted by the deadline will be read for the record of the meeting.)*
14. Mayor/Council announcements.
15. Discussion items – no action to be taken:
 - a. Review of winter parking regulations. (10 min.)
 - b. Continued discussion regarding recycling program rollout. (10 min.)
16. 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 7th day of November, 2024 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.gov>. A copy was also provided to the Standard-Examiner on November 7, 2024.

CASSIE Z. BROWN, MMC
SYRACUSE CITY RECORDER



CITY COUNCIL AGENDA

November 12, 2024

Agenda Item #3

Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meeting(s):
 - a. October 8, 2024 City Council Business Meeting
 - b. October 8, 2024 Special Redevelopment Agency (RDA) Meeting
 - c. October 22, 2024 City Council Work Session
- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

Minutes of the Syracuse City Council Regular Meeting October 8, 2024

Minutes of the Regular Meeting of the Syracuse City Council, held on October 8, 2024, at 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 897 1384 8348, in-person in the City Council Chambers at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

Present: Councilmembers: Jennifer Carver
Brett Cragun
Julie Robertson
Jordan Savage
Paul Watson

Mayor Dave Maughan
City Manager Brody Bovero
City Recorder Cassie Brown

City Employees Present:

Administrative Services Director Stephen Marshall
City Attorney Colin Winchester
Fire Chief Aaron Byington
Police Chief Garret Atkin
Parks and Recreation Director Kresta Robinson
Public Works Director Robert Whiteley
Community and Economic Development Director Noah Steele
Communications Specialist Kara Finley

1. Meeting Called to Order/Adopt Agenda

Mayor Maughan called the meeting to order at 6:00 p.m. as a regularly scheduled meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. Councilmember Savage led the audience in the Pledge of Allegiance. Councilmember Watson provided an invocation.

COUNCILMEMBER CRAGUN MADE A MOTION TO ADOPT THE AGENDA. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED AYE.

2. Public Comment:

Eric Craythorne referenced agenda item six, a proposed General Plan amendment for property at 2000 West and 2700 South. He stated he is in a partnership with another individual for the ownership of the southern parcel of that property, which is a bit larger than 12 acres. He has sent the Mayor and Council an email about the property and his wishes in terms of future planning and zoning of the property. He asked that the Council consider tabling the agenda item to provide more time for stakeholders to be involved in discussions regarding the property and its future development options. He is not speaking for the owner of the property adjacent to the subject property, but for himself and his partner who are interested in being part of detailed discussions regarding the highest and best use of the property.

Ashley Page stated she is representing the Heritage Lane Commercial Plaza Homeowners Association (HOA), which has requested financial support from the City's Redevelopment Agency (RDA) for multi-tenant signage. The development is over 25 years old, and the signage is aging and not adequate to provide advertising space for all tenants in the plaza. She asked that the RDA Board consider voting in support of the proposed financial support during their meeting later this evening.

3. Approval of Minutes

The following minutes were reviewed by the City Council: September 24, 2024 City Council Work Session and City Council Special Business Meeting.

COUNCILMEMBER WATSON MADE A MOTION TO APPROVE THE MINUTES LISTED ON THE AGENDA AS PRESENTED. COUNCILMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

4. Public Hearing: Proposed Resolution R24-39 adjusting the Syracuse City Budget for Fiscal Year (FY) ending June 30, 2025.

A staff memo from the Administrative Services Director referenced documents listed in the City Council meeting packet:

1. Fiscal Year (FY) 2025 budget adjustments
2. Capital Projects revised list
3. Capital Projects original project list
4. Vehicle and capital listing - capital project fund.

The budget opening includes carryover of project funds from the prior year for projects that were not completed:

- a. Eliminate – 4000 West Overlay – Remove and move to future year
- b. New – Additional Pumps at new reservoir - \$500,000
- c. Carryover – 500 West Widening - \$923,000
- d. Carryover – 1000 West 2075 S to 2700 S - \$2,411,173
- e. Carryover – Secondary Reservoir Property Acquisition - \$550,000
- f. Carryover – Shoreline Trail Phase 1 - \$24,000
- g. Carryover – EOC Upgrades - \$40,000
- h. Carryover – Design for Aesthetic Impr. Project - \$68,000
- i. Carryover – Station 32 Engineering / Architect Design - \$163,518

- j. Carryover – Park Maintenance Facility & Equipment - \$666,502
- k. Carryover – BMX Course, pump track, and land purchase - \$1,858,620
- l. Carryover – Cemetery Road Resurface - \$176,000
- m. Carryover – Stoker Park Landscaping - \$481,860
- n. Carryover – Fremont Park Pavilion and Playground & restroom renovation - \$200,000
- o. Carryover – Bluff Road Improvements - \$912,000
- p. Carryover – 1525 West Culinary Transmission Line - \$209,730
- q. Carryover – 700 South Overlay 3000 west to St Andrews Dr - \$400,000
- r. Carryover – 700 South and 4000 West roundabout - \$1,200,000
- s. Carryover – 2000 West (WDC to 2700 S) - \$300,000
- t. Carryover – South Canterbury Pavilion and Restroom - \$120,000
- u. Carryover – Dog Park - \$388,642
- v. Carryover – Jensen Park Secondary Access Road - \$223,000
- w. Carryover – Founders Park Booster Pump - \$128,000
- x. Carryover – Landscaping / Drought Resiliency - \$70,000
- y. Carryover – Secondary Water Meter Conversion Projects - \$7,668,000
- z. Carryover – Antelope Trail – Wetland Mitigation - \$15,000
- aa. Addition - 4000 West Safety Sidewalk - \$100,000
- bb. Revision – Station 32 Construction carryover - \$10,430,000

Changes to operational budgets:

General fund Major changes:

- \$1,500 – ICAC Grant Funds
- \$4,600 – Janitorial services for the Parks Maintenance Facility
- \$27,000 – Community services insurance claim

All other funds – significant changes

- Parks Maintenance fund - \$92,000 – Turf repair products, trail maintenance, tree maintenance, restroom maintenance carryover.
- Transportation fund - \$105,000 for pavement condition study and road utility fee study.
- \$70,000 for secondary Water Impact Fee Plan update.

- 3,000 Arbitrage Rebate Study in Culinary Impact Fee Fund.
- \$15,000 for CRA Creation and Study.
- \$636,400 for carryover of vehicles purchases from prior year.
- Updated construction cost for station 32 to \$10,731,000.
- Addition of purchase of recycling cans – expense of \$660,000 and a rebate / grant on the can purchase of \$152,000. This net cost is estimated at \$508,000 and can be taken out of the garbage fund balance. This includes a complete rollout by the garbage company on our behalf. We could save 45k and do the rollout ourselves.

Administrative Services Director Marshall reviewed the staff memo and highlighted the addition of funding to purchase recycling cans, which was not discussed during the work session meeting when this item was first presented.

Mayor Maughan opened the public hearing at 6:08 p.m.; there were no persons appearing to be heard and the public hearing was closed.

COUNCILMEMBER WATSON MADE A MOTION TO ADOPT RESOLUTION R24-39 ADJUSTING THE SYRACUSE CITY BUDGET FOR FISCAL YEAR (FY) ENDING JUNE 30, 2025. COUNCILMEMBER CRAGUN SECONDED THE MOTION; ALL VOTED IN FAVOR.

5. Proposed Resolution R24-39 authorizing the Mayor to execute an agreement with Woods Cross Properties 102, LLC for the exchange of real property.

A staff memo from the Community Economic Development (CED) Department explained the City is evaluating whether to enter into a land trade agreement with the landowner to the east of the Public Works facility. The landowner is Woods Cross Properties 102 LLC. The Public Works facility is located 3061 s. 2400 W. The landowner purchased the land with the intent to build a charter school. To access the school, the owner desires to use the road the city recently built to the north of the shops which has not yet been dedicated as public right of way. The road is tentatively named 3060 South. Also, the landowner will need to build a drive isle to the school that would cross city land. There has been recent budget discussion of the need to increase the public works facility yard space. It is anticipated that there will be a recycling program in the future that would require additional storage area for the cans. Also, the city is growing, and the space will be needed for future storage and potentially buildings. Since Woods Cross Properties owns adjacent property to the Public Works, and also needs to purchase property from the city, there is an opportunity to trade land. The land the city would acquire is 1.9 acres and the

city land to Woods Cross Properties is approximately 0.4 acres. Because of the acreage disparity, to make it an even cash free trade, it is proposed that the city would assist in some in-kind site development items in addition to the .4 acres we would sell. The first would be to construct a detention pond on the proposed new property and enlarge an existing detention pond on the current facility. Second, the city would assist in wetland delineation and filing the report with the Army Core. And third, the city would dedicate 3060 S. as a public right of way. The road was built to public right of way dimensions. As required by 3.10.070, matters relating to the physical development of the municipality shall be referred to the Planning Commission for a recommendation. After the recommendation, the item will be forwarded to City Council for approval of the land trade agreement. The Planning Commission reviewed the item on September 17, 2024 and is forwarding a unanimous recommendation for approval.

COUNCILMEMBER ROBERTSON MADE A MOTION TO ADOPT RESOLUTION R24-39 AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WOODS CROSS PROPERTIES 102, LLC FOR THE EXCHANGE OF REAL PROPERTY. COUNCILMEMBER CRAGUN SECONDED THE MOTION; ALL VOTED IN FAVOR.

6. Proposed Ordinance 2024-23 amending the Syracuse City General Plan Map for property located at approximately 2000 West 2700 South, adjusting the boundaries of the medium density residential and commercial designations.

A staff memo from the Community Economic Development (CED) Department explained as a self-initiated review of the General Plan Map, it is proposed to expand the approximately 12 acres of commercially master planned land located approximately 2700 S 2000 W up to approximately 28 acres. See attached map for the proposed boundaries. Current zoning on both parcels is R-1. The City Council reviewed the item on August 27, 2024 and forwarded the item to Planning Commission for a recommendation. The Planning Commission held a public hearing on September 17, 2024 and voted five to one to forward a positive recommendation to the City Council. The process for General Plan amendments is provided in Section 10.20.060 of the Syracuse City Code: "Approval Standards. A decision to amend the general plan is a matter within the legislative discretion of the City Council. After the public hearing described in subsection (D)(4) of this section, the City Council may make any modifications to the proposed general plan amendment that it considers appropriate. The City Council may then adopt or reject the proposed amendment either as proposed by the Planning Commission or after making said modifications. The City Council may also table the matter for further information, consideration or action."

Councilmember Carver referenced Mr. Craythorne's comments during the public comment period of the meeting and stated she supports tabling the ordinance given his request; she questioned why the City Council would be asked to consider a General Plan amendment if the owner of the property is not supportive of the change. This led to discussion and debate among the Council and Mayor regarding the process and the Planning Commission's involvement in making a recommendation to the Council. Councilmember Carver asked who initiated the review of the General Plan map for this property, to which Mayor Maughan answered the City; the issue has arisen because of concerns about the rate of residential development in the City, specifically the increase in high-density and multi-family residential projects in recent years.

Councilmember Cragun stated he supports tabling the ordinance as requested by Mr. Craythorne; he feels it make sense to discuss Mr. Craythorne's concerns with him, and he does not feel there is urgency behind this proposal. Councilmember Savage agreed. He is willing to sit down with the property owners that are impacted by this change. Councilmember Watson asked if the same courtesy will be extended to all property owners in the future if the City considers comprehensive changes to the General Plan. Councilmember Savage stated he would be willing to visit with any landowner if they have concerns about the General Plan.

CED Director Steele noted that the other property owner does want the General Plan to be changed for their portion of the property. Councilmember Savage stated he would be willing to consider that but would like to table a decision on Mr. Craythorne's property. He also expressed a willingness to hear from the other landowner about their desires. Mayor Maughan invited input from the other landowner.

Charles Osmond stated he has met with Mr. Craythorne and his team and has created a proposed layout that identifies commercial use of the northern portion of the property as well as two or three acres to the east of Mr. Craythorne's property. He has not yet been able to share that concept with the City, but he is supportive of an action from the Council tonight that would change the General Plan designation for his property and to set aside an action on Mr. Craythorne's property.

COUNCILMEMBER SAVAGE MADE A MOTION TO AMEND ORDINANCE 2024-23 AS FOLLOWS:

- CALL FOR ADDITIONAL STUDY OF PARCEL 12-103-0119 PRIOR TO TAKING LEGISLATIVE ACTION TO DESIGNATE THE ENTIRE PARCEL AS COMMERCIAL ON THE GENERAL PLAN MAP; AND
- DESIGNATE ALL OF PARCEL 12-103-0127 AS COMMERCIAL.

1 AND TO ADOPT THE ORDINANCE AS AMENDED. COUNCILMEMBER CARVER SECONDED THE
2 MOTION; VOTING 'AYE': COUNCILMEMBERS CARVER, CRAGUN, AND SAVAGE. VOTING 'NAY':
3 COUNCILMEMBERS ROBERTSON AND WATSON.

4
5 7. Proposed Ordinance 2024-24, repeal Sections 3.10.070 and
6 3.10.080(A) of the Syracuse Municipal Code regarding the referral of
7 property acquisition items to the Syracuse City Planning Commission.

8 A staff memo from the City Attorney explained current SMC Section 3.10.070, entitled "Mandatory Referral" states:

9 *In order to correlate plans for the orderly and economical development of Syracuse City, it is hereby*
10 *required that any board, commission, committee, administrative officer, or other employee of the City, or*
11 *any other person having jurisdiction over or responsibility for the development of or the carrying out of*
12 *plans, or other matters relating to the physical development of the municipality, shall first refer such*
13 *matters to the Planning Commission and receive its recommendation thereon before taking any action*
14 *pertaining thereto.*

15 Current SMC Section 3.10.080(A), entitled "Scope" states:

16 *All matters pertaining to ... (A) The physical development of the City, except as concerned with the*
17 *International Building Code as adopted by the state of Utah ... shall be submitted to the Planning*
18 *Commission for consideration and recommendation before action is taken thereon by the City Council or*
19 *other City official.*

20 Staff believes that Section 3.10.070 and Section 3.10.080(A) are overly broad and could be repealed without adverse
21 effect. There is nothing in Utah law that requires the Planning Commission to consider all matters relating to the physical
22 development of the City. State statutes do require Planning Commission involvement in the creation of a general plan,
23 proposed amendments to the general plan, proposed land use regulations, proposed amendments to existing land use
24 regulations, proposed ordinances regarding the subdivision of land, and the creation of appropriate land use application and
25 appeal processes. However, beyond that, the Planning Commission's authority is left to the City Council. In other words, the
26 City Council can, if it wishes, repeal SMC Sections 3.10.70 and 3.10.080(A). On September 17, the Planning Commission
27 was made aware of the proposal and has not raised objections. On September 24, the City Council discussed the proposal and
28 authorized placing the question before the City Council for decision on October 8.

COUNCILMEMBER SAVAGE MADE A MOTION TO ADOPT ORDINANCE 2024-24, REPEAL SECTIONS 3.10.070 AND 3.10.080(A) OF THE SYRACUSE MUNICIPAL CODE REGARDING THE REFERRAL OF PROPERTY ACQUISITION ITEMS TO THE SYRACUSE CITY PLANNING COMMISSION. COUNCILMEMBER WATSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

8. Proposed Ordinance 2024-27 amending Syracuse Municipal Code
Section 5.30 pertaining to door-to-door solicitation.

A staff memo from the City Attorney explained Syracuse Municipal Code Title Five, Chapter 30 governs door-to-door solicitation. The chapter contains obsolete provisions and provisions that can be more clearly expressed and also does not currently allow for civil citations or civil penalties or for the City to cite or prosecute business entities that employ or engage individual solicitors who violate the chapter. The City Council discussed the above issues in the September 24 work meeting and provided guidance to staff to amend the chapter. If the City Council approves the proposed amendments (whether as drafted or as amended), it will then be necessary to amend the Fee Schedule to establish appropriate fines for violations of the door-to-door solicitation regulations.

COUNCILMEMBER WATSON MADE A MOTION TO ADOPT ORDINANCE 2024-27 AMENDING SYRACUSE CITY CODE SECTION 5.30 PERTAINING TO DOOR-TO-DOOR SOLICITATION. COUNCILMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

9. Proposed Ordinance 2024-25 amending Chapter 3.30 of Syracuse
Municipal Code regarding access to the Syracuse City Employee Appeals
Board.

A staff memo from the Administration explained the Employee Appeal Board (“Appeal Board”) hears appeals from eligible employees who have been discharged, suspended without pay for more than two days, or involuntarily transferred from one position to another with less pay. Most employees can access the Appeal Board. However, certain high-ranking employees are denied access to the Appeal Board. Those employees are listed in Utah Code Section 10-3-1105. Syracuse Municipal Code (“SMC”) Section 3.30.030 and Syracuse Personnel Policy 25.140 have similar but not identical lists. See attached chart, where the positions that do not match are highlighted in yellow. Temporary employees are eligible to access the Appeal Board under the SMC. But they are ineligible under both state law and our personnel policy. It is recommended that the SMC be amended to make them ineligible. The assistant chief of police, assistant fire chief, assistant department heads and superintendents are

all ineligible to access the Appeal Board under both state law and the SMC. But they are eligible under our personnel policy. It is recommended that the SMC be amended to make them eligible. [Note: Although the City cannot deny the benefit of Appeal Board access to an employee who is eligible under state law, it can provide the benefit to City employees who are ineligible under state law.]

COUNCILMEMBER CARVER MADE A MOTION TO ADOPT ORDINANCE 2024-25 AMENDING CHAPTER 3.30 OF SYRACUSE MUNICIPAL CODE REGARDING ACCESS TO THE SYRACUSE CITY EMPLOYEE APPEALS BOARD. COUNCILMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

10. Purchasing Policy amendments:

- a. Proposed Ordinance 2024-26 amending Syracuse Municipal Code 13.40.040 to exempt the retention of outside legal services from the City's competitive bidding requirements.
- b. Proposed Resolution R24-30 amending Syracuse City Purchasing Policy relative to competitive bidding requirements for professional services

A staff memo from the City Attorney explained the current purchasing ordinance requires the City to seek bids for supplies, equipment and contractual services in excess of \$10,000. The current purchasing policy requires the City to publicly announce proposed professional service contracts expected to exceed \$25,000 or last longer than one year. The City was recently sued over the City Council's denial of a requested zone change. Once the City was served with the Petition, it had 21 days to file an Answer. For covered situations, the City's insurance company will accept coverage and directly retain outside counsel. However, in this instance, the City's insurance company determined that the claim was not covered. The insurance company agreed to pay up to \$25,000 toward legal fees for outside counsel, but the City was required to retain that outside counsel. Neither the current purchasing ordinance nor the current purchasing policy *specifically* exempt ad hoc outside legal services from their competitive bid requirements. The current ordinance does exempt "contracts which by their nature are not adapted to being awarded by competitive bidding," and lists seven examples of such contracts (none of which are outside legal services). Many local governments (including Farmington, Kaysville, South Jordan, South Salt Lake, and Tooele County) *specifically* exempt professional services (which include outside legal services) from their competitive bid requirements. Clearfield (like Syracuse) exempts "contracts which by their nature are not adapted to an award by competitive bidding." For the current litigation, the City was able to retain outside counsel with significant expertise in land use issues but would never

City Council Regular meeting
October 8, 2024

1 have had time to go through the bid process. Staff, knowing that the cost would likely exceed \$10,000, relied on the exemption
2 for “contracts which by their nature are not adapted to being awarded by competitive bidding.” The City has occasionally and
3 without seeking competitive bids retained outside legal counsel to draft and/or review proposed ordinances or agreements. This
4 most recently occurred approximately one year ago when the City retained the law firm of Smith Hartvigsen to review an
5 agreement related to the proposed Costco development.

6 COUNCILMEMBER WATSON MADE A MOTION TO ADOPT ORDINANCE 2024-26 AMENDING
7 SYRACUSE MUNICIPAL CODE 13.40.040 TO EXEMPT THE RETENTION OF OUTSIDE LEGAL SERVICES FROM
8 THE CITY’S COMPETITIVE BIDDING REQUIREMENTS AND PROPOSED RESOLUTION R24-30 AMENDING
9 SYRACUSE CITY PURCHASING POLICY RELATIVE TO COMPETITIVE BIDDING REQUIREMENTS FOR
10 PROFESSIONAL SERVICES. COUNCILMEMBER CRAGUN SECONDED THE MOTION; ALL VOTED IN FAVOR.

11
12 11. Public comments

13 There were no public comments.
14

15 The Mayor recessed the meeting at 6:29 p.m. to convene the Redevelopment Agency special business meeting. The
16 meeting reconvened at 6:40 p.m.
17

18 12. Mayor/Council announcements.

19 The Council and Mayor provided announcements about recent and upcoming community events, and other
20 opportunities for public involvement. Mayor Maughan also invited Assistant Police Chief, Austin Andreson, to provide the
21 Council with a report of his recent attendance at the National Federal Bureau of Investigation (FBI) Academy.
22
23

24 COUNCILMEMBER CARVER MADE A MOTION TO ADJOURN. COUNCILMEMBER SAVAGE SECONDED
25 THE MOTION ALL VOTED IN FAVOR TO ADJOURN.
26

27 The meeting adjourned at 6:52 p.m.
28
29
30

City Council Regular meeting
October 8, 2024

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Dave Maughan
Mayor

Date approved: _____

Cassie Z. Brown, MMC
City Recorder

1 Minutes of the Syracuse City Redevelopment Agency Special Meeting, October 8, 2024.

2
3 Minutes of the Special Meeting of the Syracuse City Redevelopment Agency of October 8, 2024, at 6:29 p.m., held
4 in a hybrid in-person/electronic format via Zoom, meeting ID 897 1384 8348, in-person in the City Council Chambers at
5 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and
6 Public Meetings Act Amendments, signed into law on June 25, 2020.

7
8 Present: Members: Jennifer Carver
9 Brett Cragun
10 Julie Robertson
11 Jordan Savage
12 Paul Watson

13
14 Mayor Dave Maughan
15 City Manager Brody Bovero
16 City Recorder Cassie Z. Brown

17
18 City Employees Present:

19 Administrative Services Director Stephen Marshall
20 City Attorney Colin Winchester
21 Fire Chief Aaron Byington
22 Police Chief Garret Atkin
23 Parks and Recreation Director Kresta Robinson
24 Public Works Director Robert Whiteley
25 Communications Specialist Kara Finley
26

27 1. Meeting Called to Order/Adopt Agenda

28 Mayor Maughan called the meeting to order at 6:29 p.m. as a special meeting, with notice of time, place, and agenda
29 provided 24 hours in advance to the newspaper and each Boardmember.

30 BOARDMEMBER CARVER MOVED TO ADOPT THE AGENDA. BOARDMEMBER ROBERTSON
31 SECONDED THE MOTION, ALL VOTED IN FAVOR.

32
33 2. Consider authorization of Reimbursement Agreement between the
34 Redevelopment Agency (RDA) and Heritage Lane Commercial Plaza for
35 funding of multi-tenant signage, located at approximately 1747 S.
36 Heritage Lane.

37 A staff memo from the Community and Economic Development (CED) Director explained The city has received
38 a request from Heritage Lane Commercial Plaza, asking the city RDA to help pay for signage at their development. The
39 original signage that was installed when the buildings were built are in need of replacement. They are requesting
40 approximately \$24,000 dollars for their signs. The development is located at approximately the intersection of Antelope
41 Drive and Heritage Lane. The project is zoned Commercial/Mixed Use and is within the Town Center Overlay Zone. The
42 overlay zone has special signage requirements. The signage designs provided have not been reviewed for compliance with
43 city signage ordinances and would be required to obtain proper permits and may need to be adjusted according to staff

1 review. The project sits within the 'SAD CDA' project. The full name is the Syracuse Antelope Drive Community
2 Development Area. The project area has previously committed to offer property tax rebates towards two buildings. Those
3 rebates are conditional, are post-performance, and have not rebated any taxes yet. Also, the RDA recently assisted Don's
4 meats with some parking lot cross-access improvements. On June 30, 2024, the SAD CDA had a total ending balance of
5 \$475,062.17. The memo referenced supporting information and a letter from the requester detailing the rational about why
6 they feel the request is justified. The memo concluded the purpose of tonight's agenda item is to decide if the RDA should
7 offer an incentive to pay for signage. Also, it is to be decided if the full amount, or only a percentage of the requested
8 amount should be issued. If only a percentage of the requested amount is determined to be most prudent, council must
9 decide what percentage is proper. Options discussed are 50 percent of requested, or a round number such as \$10,000.

10 Mayor Maughan facilitated discussion among the Board and staff regarding an appropriate amount to dedicate to
11 the multi-tenant signage and the types of signage they are supportive of; they concluded to provide funding for the
12 wayfinding signage listed as option "C" in the supporting materials.

13 BOARDMEMBER SAVAGE MADE A MOTION TO AUTHORIZE REIMBURSEMENT AGREEMENT
14 BETWEEN THE REDEVELOPMENT AGENCY (RDA) AND HERITAGE LANE COMMERCIAL PLAZA FOR
15 FUNDING OF MULTI-TENANT SIGNAGE, LOCATED AT APPROXIMATELY 1747 S. HERITAGE LANE, FOR
16 'PROOF C' IN THE SUPPORTING MATERIALS AND BID FROM DAVIS SIGNS. BOARDMEMBER CARVER
17 SECONDED THE MOTION; ALL VOTE IN FAVOR.

18
19
20 At 6:40 P.M., MAYOR MAUGHAN DECLARED THE MEETING ADJOURNED.

21
22
23
24 _____
25 Dave Maughan
26 Mayor

Cassie Z. Brown, MMC
City Recorder

27 Date approved: _____

Minutes of the City Council Work Session of the Syracuse City Council, held on October 22, 2024, at 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 862 4088 9411, in-person in the City Council Conference Room at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

Present: Councilmembers: Jennifer Carver
Brett Cragun
Julie Robertson
Jordan Savage
Paul Watson

DRAFT

Mayor Dave Maughan
City Manager Brody Bovero
Deputy City Recorder Marisa Graham

Excused: Councilmember Brett Cragun

City Employees Present:
Administrative Services Director Stephen Marshall
City Attorney Colin Winchester
Fire Chief Aaron Byington
Police Chief Garret Atkin
Kresta Robinson Parks and Recreation Director
Communications Specialist Kara Finley

The purpose of the Work Session was to receive public comments; continue review/discussion of Syracuse City code enforcement strategy.; review proposed amendments to Syracuse City Municipal Code Title 6, chapter 40 pertaining to Noise Ordinances.; discussion regarding acquisition of Utah Department of Transportation (UDOT) properties.; discussion regarding Dog Park rules and regulations.; review report on annual fraud risk assessment.; discussion of proposal to declare four Police Department vehicles as surplus property.; discussion regarding proposed amendments to the Syracuse Municipal Code related to the creation of the Assistant City Manager position.; discussion regarding coordination of rapid responses to legislative issues during the 2025 Utah Legislative Session.

Public comments

Shane Crowton read the following written statement: “I would like to make a few comments relating to your discussion tonight on the City’s code enforcement strategy. First, issues relating to parking on the right-of-way need to be handled by the Police Department. These issues fall under the criminal code and the Police Department is better suited to handle it. This would allow Code Enforcement to focus on nuisance and land use issues that are under the civil code. Second, our process needs more teeth, and it needs to be streamlined and improved. People will only want to make a positive change or fix an issue if the penalty is uncomfortable. The approach to code enforcement also needs to be both reactive and proactive. If you’re not proactive, you will always be behind the wave of problems. Finally, I want the City Council to understand that the City Codes

1 are a minimum standard, the basic expectation. It is the birthday cake without any frosting, candles, or decorations. If someone
2 wants a higher standard, that's what a homeowner's association (HOA) is for."

3 Deputy City Recorder Graham read the following emailed public comment into the record:

4 "Good evening, I was very pleased to discover an extremely well-crafted Title 6 in Syracuse City Code (Code
5 Enforcement and Public Nuisance Abatement). It's very well done but it seems it's not being enforced as written. Chapter 6.05
6 defines "warning period" as 10 days starting from the date of notice, unless delivered by mail, thereby adding five more days
7 to the warning period. So, a violation may have up to 15 days - from date of notice - to be abated. Twice this year my household
8 has filed a total of six complaints on two separate violations over a period of months before they were resolved. This affirms
9 the statistics shared at September's work session: the workload is very high, and the code enforcement program is very behind.
10 So, tonight I'd like to hear you earnestly discuss the solution to that shortcoming. Grass and weed season is over but I propose
11 planning for a summer 2025 staffing solution begin now, in order to avoid an enforcement backlog next year. The code is clear
12 on warning period, penalties and legalities to impose and collect penalties. However, I request you streamline these steps as
13 currently written in the code to get to a quicker result. First, build staffing to stay on top of code complaints and prevent backlog.
14 Secondly, Chapter 6.05 plainly identifies the process for managing recurring violations, failure to comply and compounded
15 penalties. Chapter 6.15 authorizes the city - or a contractor - to abate the violation. Why hasn't this been happening? It's apparent
16 these two components of the code have not been consistently administered. That sure seems to be the case of the two complaints
17 I've been part of this year. Third, forego repetitious notifications, suing for costs and any collection process. Directly assign
18 uncollected fines and abatement costs to property taxes. The city attorney mentioned that at the last meeting and it gets to target.
19 Get the city off the gerbil wheel of ineffective actions and free up staff time to manage new violations to achieve resolution.
20 And now we're entering snow removal season. A residence on my street has seven cars parking at that house. In snow season
21 they try park all cars in the driveway and always extend over the sidewalk. Three years of habitually unlawful parking and I've
22 witnessed no obvious abatement. Will you confirm in tonight's meeting that steps are being taken to ensure parking enforcement
23 this winter? I've received excellent service from our city's police and public works departments. I know this quality of service
24 can also occur within the code enforcement program to support 1) citizen health, safety and security, 2) property values, and 3)
25 quality of life in this community (for today and the future). Lastly, a frank safety concern. Do not send code enforcement
26 officers to physically deliver citations. Today's threat climate includes less tolerance, people quicker to act angrily and even
27 weapons brandished and fired in confrontations. Protect your employees. A good code enforcement framework is already in
28 place, but it has not been effectively implemented. Thank you for remediating current efforts to administer the code as well as
29 revising parts of the code to result in more effective and efficient efforts and outcomes.- Matt Beaudry."

Continued review/discussion of Syracuse City code enforcement strategy

A staff memo from the Community and Economic Development Director (CED) explained the City Council discussed issues surrounding code enforcement during the September 24 meeting. The item was continued for additional discussion. The following list details various discussion points related to code enforcement strategy for consideration:

- Civil Citations:
 - The city's code enforcement strategy up to this point has been very 'patient' with landowners. Various phone calls, follow-up visits, and warnings are allowed with each case. The only citations being issued currently are for winter parking or parking by the high school. Council discussed making a standard practice of issuing fines and citations. A standard civil citation process already exists in chapter 6.05 Code Enforcement. The ordinance describes a notice of violation process with a minimum 10-day warning period after which a civil penalty will be imposed. Parking violations are subject to a different process as described in 11.20 Traffic Code which basically says to write a civil citation without a waiting period.
- Abatement:
 - The city budgets annually for code enforcement abatement. This year the city has budgeted \$3,000. In recent years, this budget has gone unused. Some concern was expressed about using abatement often because the abatement bill goes unpaid for a full year or more until annual property taxes and liens on property are collected by the county and redistributed back to the city. Abatement is also costly, and if used frequently could quickly exceed the budgeted amount in only 3-4 properties. However, abatement is a tool in the city's tool belt to force property owners to take care of their maintenance responsibilities.
- Scope of code enforcement officer:
 - It was discussed that the code enforcement officer has hundreds of open cases assigned to her. Instead of hiring another code enforcement officer, it may be worth considering reassigning parking complaints to the police department. Most parking issues assigned to code enforcement were for resident's recreational trailers parked on the street for over 24 hours. To respond to such complaints, license plate numbers need to be looked up to find the registered owner, which only police have the

ability to do. Also, many of these parking issues arise after hours which our code enforcement officer only works standard work hours. Most parking issues are found in chapter 11 and most code enforcement issues are found in chapter 6.

- Software:

- A review of the open cases assigned to code enforcement in See Click Fix software discovered a few issues. There were many cases that were submitted that the code enforcement officer was not aware of because of the way her notification and view settings were set. Also, while using a laptop in the field, some data entry was lost due to portable Wi-Fi reception issues. Both issues have since been corrected and all cases are now visible and being dealt with. Also, admin credentials were expanded to additional team members in the CED department. One issue with our current software is that it only tracks communication with the complainant but does not track communications or citations with property owners.

- Phone:

- Two months ago, there was only one person on the code enforcement phone tree. The voice mailbox was filling up daily and the code enforcement officer was struggling to keep up with the rate of phone calls while also responding to cases in the field. We have expanded the phone tree to ring additional team members in CED. The full mailbox issue has been corrected.

- Public Education:

- Many residents do not use the city's on-line case reporting system. Many complainants want to call code enforcement directly to explain a problem which can take a lot of time. The city could launch an educational campaign about how to submit complaints on-line. Also, all city employees could be trained on how to submit complaints from phone calls to the system rather than forwarding calls and giving out phone numbers. Also, we could do a campaign educating residents about common code violations. Top code violations are weeds, sidewalk snow shoveling, and trailer parking.

The memo concluded that the purpose of tonight's discussion is to continue the review of the code enforcement program and decide if amendments to City ordinances are needed, re-assignment of primary code enforcement responsibilities to different departments, changes or supplementation in software, or if additional budget should be dedicated towards abatement.

Mayor Maughan and Council engaged in a high-level discussion regarding their concerns about abatement and how the City would go about collecting costs of performing an abatement. CED Director Noah Steele participated in the meeting via Zoom, he stated with abatement the City could consider placing a lien against a property, and that would go on the citizens property tax bill and would be a delayed reimbursement to the City. City Manager Bovero suggested that Council make the administrative and enforcement changes that are being proposed by staff and then evaluate how that goes, and the ordinance can be refined later if needed. Police Chief Atkin made a suggestion stating that the Code Enforcement Officer could issue the initial warning citation and if compliance hasn't happened within 15 days, then it would automatically become a charge, and the person would have a right to appeal to a hearing officer if they chose to do so. The Mayor and Council discussed different solutions for notifying citizens about the changes being proposed and ultimately the Mayor concluded that minor revisions can be made and submitted before the next business meeting in November and the Council can consider taking action at that time.

Review proposed amendments to Syracuse Municipal Code Title 6,

Chapter 40 – Noise Ordinance

A staff memo from the Community and Economic Development (CED) Director explained the City Council discussed the Noise Ordinance in the September 24 Work Session meeting and directed staff to proposed amendments to the existing Noise Ordinance. The proposed amendments are included in the packet and staff is looking for input and guidance from the Council on the changes with the Noise Ordinance.

The Mayor facilitated discussion among the Council and the Police Chief regarding the proposed changes to the Noise Ordinance. The discussion centered around how to measure and enforce the sound pressure level. The Council evaluating the current sound meter used by the Police Department to determine if it can measure sound pressure levels.

Councilmember Savage stated he received an email from a resident containing Salt Lake City's noise ordinance and asking that the Council adjust the hours listed in the Syracuse City noise ordinance. The Council discussed the proposal and indicated they do not support the change requested by the resident; however, they did express support for proceeding with consideration of action of the ordinance amendments recommended by staff during the next regularly scheduled City Council business meeting.

**Discussion regarding acquisition of Utah Department of
Transportation (UDOT) properties**

1 A staff memo from the Administrative Services Director Marshall explained previously the City Council gave staff
2 direction to move forward with the purchase of several parcels of land from the Utah Department of Transportation (UDOT).
3 These parcels include land for the City's new secondary water reservoir, parks maintenance facility, and the BMX course. These
4 parcels would include all or a portion of the parcels as shown below. The City would only purchase the land west of the new
5 freeway for those parcels that overlap the freeway.



6
7 Per Utah Department of Transportation (UDOT) policy R907-80-10 UDOT may sell the land directly to the city
8 without a competitive bid process if:

- 9 • (a) the buyer is a Utah public entity, and the property is being transferred for a public use, said public use to
10 be established
- 11 • (ii) by resolution declaring the proposed use of the land qualifies as a valid public use, said resolution to be
12 approved by a public vote by the public entity's governing body at an open meeting after notice to at least
13 adjoining landowners who shall have the opportunity to comment on the proposed public use prior to the
14 public vote.

15 It is recommended that the City move forward with a vote at the November 12th meeting for public vote and action by
16 Resolution on these properties. The City will notify adjacent landowners of this proposed action.

17 The Mayor reviewed the staff memo and indicated that in order for the City to get the final deed on the properties
18 included in the packet, the Utah Department of Transportation (UDOT) has asked the City to pass a resolution stating the City
19 is using the property for public use. The Council showed support for the resolution, and Mayor Maughan indicated an action
20 item will be included on the next business meeting agenda.

21
22 **Discussion regarding Dog Park rules and regulations**

A staff memo from Administration explained that staff are actively working to complete the Syracuse City Dog Park. Staff are currently finalizing punch list items and allowing time for the sod to establish with an expected opening in the Spring of 2025. As staff prepares for the opening, we would like to present the proposed rules and regulations to the council for review and discussion. Rules and guidelines for the Dog Park:

1. **Leash up:** Dogs must be on a leash until inside the fenced area
2. **Pick up:** Please clean up after your pet. Waste bags are provided.
3. **Supervise:** Keep an eye on your pup at all times. Owners are legally responsible for the behavior of their dog(s) at all times.
4. **Play Nice:** Only friendly dogs are allowed. If you dog shows aggression, please remove them immediately.
5. **No Food:** For the safety of all dogs, please do not bring food into the park.
6. **Age Limit:** Dogs must be at least 4 months old to play. Humans must be at least 16 years old or accompanied by an individual 18 years or older.
7. **Walking Loop:** Strollers, bikes, scooters, skateboards and similar items are not allowed.

Hours:

Sunrise to Sunset (Syracuse City may close the park without notice).

Enjoy your visit!

Let's keep Pooch Park a fun and safe place for all!

IN CASE OF AN EMERGENCY CALL 911

The Mayor and Parks and Recreation Director Robinson reviewed the staff memo and facilitated discussion among the Council regarding the suggested Dog Park rules and regulations. Councilmember Savage expressed concerns regarding the City providing waste bags. The Mayor suggested adding a separate sign that mentions "in order to keep this park open please clean up after yourselves". There was also a discussion about the type of signage to be erected at the Park and the Council suggested that the signage use the word 'guidelines' rather than 'rules' and that signage include the disclaimer that users of the park do at their own risk.

Report on annual fraud risk assessment

Administrative Services Director Stephen Marshall provided a report on the City's annual fraud risk assessment; the City received a score of 355, which is considered low risk. The score has not changed since last year's assessment. He noted that he will be submitting a form to the State Auditor's Office indicating that the Council has reviewed the assessment and

received a report of the findings. He thanked the Mayor and Council for their support in reviewed his staff memo, which referenced a copy of the formal limiting the City's fraud risk.

Discussion of proposal to declare four Police Department vehicles as surplus property

A staff memo from the Police Chief explained that the Police Department is seeking Council approval to dispose of the following vehicles:

19	Pontiac Sunfire	X59	1G2JB124XX7533239
20	Ford Fusion	C130T	3FADP0L36CR193400
20	Ford Fusion	506434	3FADP0L35CR187572
20	Ford Explorer	211809	1FM5K8AR0FGB135

According to the Surplus Property Policy under General Policy numeral 5, any personal property with an estimated market value over \$5,000 may be surplus only with authorization by the City Council and shall be disposed of using the prioritized methods outlined in the Surplus Method Section. According to the Surplus Property Policy under Exceptions to General Policy numeral 6, to maximize staff productivity, and to maximize value on behalf of the City and its citizens, motor vehicles will either be offered to a commercial auctioneer service or traded in to a dealer/manufacturer. We are requesting these vehicles be sent to TNT Auction for disposal.

Police Chief Atkin reviewed his staff memo; the Council supported the proposal and Mayor Maughan indicated that the item can proceed to the next business meeting agenda for action.

Discussion regarding proposed amendments to the Syracuse Municipal Code related to the creation of the Assistant City Manager position

A staff memo from Administration referenced materials included in the meeting packet containing a summary of the proposed changes to the Syracuse Municipal Code (SMC), primarily relating to the creation of the new position of Assistant City Manager. The creation of this position necessitates adjustments to various sections of the SMC to reflect the new structure within the city's administration.

The key changes include the following:

- 1 **1. Creation of the Assistant City Manager Position:** Under the direction of the City Manager, and with policy
2 guidance from the Mayor and City Council, the Assistant City Manager shall assist with oversight and
3 administration of all functions of the City government to achieve the City’s mission.
- 4 **2. Temporary Absence of the City Manager:** The Assistant City Manager will act in the position of City
5 Manager in the event of their temporary absence due to illness, vacation, or similar reasons.
- 6 **3. Reporting Structure:** Department heads will now report to the City Manager or their designee, allowing for
7 delegation of responsibilities to the Assistant City Manager.
- 8 **4. Mayor's Voting Powers:** The Mayor will have the authority to vote on the appointment or dismissal of both
9 the City Manager and the Assistant City Manager.
- 10 **5. Appointment and Removal:** The Mayor, with the advice and consent of the City Council, will be able to
11 appoint and remove both the City Manager and Assistant City Manager. Additionally, both will serve at the
12 pleasure of the City Council and may be terminated with or without cause.
- 13 **6. Delegation of Responsibilities:** The City Manager may now delegate duties to the Assistant City Manager,
14 including supervision of department heads, implementation of personnel policies, and review of contracts,
15 among other responsibilities.
- 16 **7. New Powers and Duties for Assistant City Manager:** The proposed changes grant the Assistant City
17 Manager the ability to perform tasks traditionally reserved for the City Manager, ensuring seamless
18 operations in their absence or when duties are delegated.
- 19 **8. Miscellaneous Updates:** Several other sections of the SMC have been updated to reflect the new role,
20 ensuring consistency across administrative functions. This includes updates to provisions regarding personnel
21 supervision, appeals processes, public safety measures, and administrative decision-making. The terminology
22 was also updated to use the term “manager” instead of “administrator”.

23 For a comprehensive review of the proposed changes, please refer to the attached document, which includes detailed
24 amendments to the relevant sections of the of the SMC. Staff believe that these updates will enhance the efficiency of City
25 operations by providing clearer lines of authority and ensuring continuity of leadership.

26 The Mayor reviewed the staff memo and indicated that since there is currently no reference to an Assistant City
27 Manager in the City Code, these proposed amendments would add that language in. The Mayor and Council engaged in a high-
28 level discussion that centered around the interview process for the new Assistant City Manager position. The Council agreed
29 to move the proposed code amendments to the next business meeting for a vote.

Discussion regarding coordination of rapid responses to legislative issues during the 2025 Utah Legislative Session

A staff memo from Administration explained that during the state legislative session, it is common for urgent issues to arise that require the City to take a position or respond quickly, especially when bills directly affect municipal interests. However, the time between regular City Council meetings can delay official responses, potentially hindering the City's ability to effectively influence legislative outcomes. Under current regulations, the City must comply with the Open and Public Meetings Act (OPMA), which requires that decisions and deliberations occur in public meetings to ensure transparency. Possible options for consideration.

Delegation of Authority to the Mayor, City Manager, or Other Pertinent Staff: The City Council could consider formally delegating limited decision-making authority to the Mayor, City Manager, or other staff to respond to urgent legislative matters when it is not feasible to convene a public meeting. This authority would be narrowly tailored and specific to legislative issues during the session. The delegation could include parameters such as:

- Only authorizing action on issues that align with the City's established legislative priorities.
- Requiring consultation with a designated subcommittee of Council members prior to taking any position.

Advantages:

- Rapid response to legislative developments.
- Streamlined decision-making without needing to convene the full Council.

Challenges:

- Limited ability for full Council input on decisions.
- Risk of perceived lack of transparency.

Creation of a Legislative Subcommittee:

The Council may form a subcommittee specifically tasked with monitoring and responding to legislative issues. This subcommittee could meet more frequently or at short notice during the legislative session, provided these meetings comply with OPMA's notice and transparency requirements, as required. The Council could delegate limited decision-making authority to the committee.

Advantages:

- Enables quicker, more focused decision-making on legislative matters.

- Keeps decisions within a public and transparent process.

Challenges:

- May still require notice of meetings, which may reduce the speed of response.
- Requires consistent availability of subcommittee members.

Utilizing Electronic Meetings:

The City may take advantage of the electronic meeting provisions under OPMA to hold emergency or special meetings electronically. This allows the Council to convene quickly via teleconference or video call when necessary. Proper public notice would still be required, but this option provides more flexibility than in-person meetings.

Advantages:

- Faster to convene than in-person meetings.
- Complies fully with OPMA while enabling the full Council to participate.

Challenges:

- Notice requirements may still limit response time.
- Reliance on technology and availability of all Council members.

Developing a Pre-Approved Legislative Priorities Framework:

The Council could develop a set of pre-approved policy positions or priorities before the legislative session begins. These could serve as a guide for the Mayor, City Manager, or legislative subcommittee to make swift decisions on issues that align with the City's preapproved priorities, reducing the need for additional meetings.

Advantages:

- Provides clarity and consistency for responding to legislative issues.
- Reduces the need for ad hoc decision-making during the session.

Challenges:

- Limited flexibility if new, unforeseen issues arise.
- May still require additional consultation on issues outside of pre-approved priorities.

They Mayor and City Manager Bovero reviewed the staff memo and briefly reviewed the proposals in the packet and opened discussion among the Council. The discussion centered around how the Council can get information regarding the 2025 Utah Legislative bills. There was a discussion about assigning Councilmembers to legislative subcommittees to monitor bills

City Council Work Session
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1 and it was decided to rely on staff to bring forward the bills that seem to be moving forward as well as watching the Utah Cities
2 and Towns league (ULCT) emails for updates.

3 Councilmember Savage recommended inviting the legislative representatives to give a legislative brief to the Council.
4 The Mayor recommended that if this is something the Council is interested in, an agenda can be created to set parameters on
5 what topics would be discussed. The Council felt comfortable with the proposals that were discussed in the meeting.
6

7 There was a brief discussion regarding the remainder of City Council Work Session meetings for the year, and it was
8 decided that both the November and December Business meetings would be joint Work Session meetings.
9

10
11 The meeting adjourned at 7:51 p.m.

12
13
14
15
16 _____
17 Dave Maughan
18 Mayor

19 _____
20 Cassie Z. Brown, MMC
21 City Recorder
22
23
24

25 Date approved: _____



COUNCIL AGENDA

November 12, 2024

Agenda Item #4 Ordinance 24-28 – Adopt Proposed Changes to the Syracuse Municipal Code Related to Creation of the Assistant Manager Position

Below is a summary of the proposed changes to the Syracuse Municipal Code (SMC), primarily relating to the creation of the new position of Assistant City Manager. The creation of this position necessitates adjustments to various sections of the SMC to reflect the new structure within the city's administration.

The key changes include the following:

1. **Creation of the Assistant City Manager Position:** Under the direction of the City Manager, and with policy guidance from the Mayor and City Council, the Assistant City Manager shall assist with oversight and administration of all functions of the City government to achieve the City's mission.
2. **Temporary Absence of the City Manager:** The Assistant City Manager will act in the position of the City Manager in the event of their temporary absence due to illness, vacation, or similar reasons.
3. **Reporting Structure:** Department heads will now report to the City Manager or designee, allowing for delegation of responsibilities to the Assistant City Manager.
4. **Mayor's Voting Powers:** The Mayor will have the authority to vote on the appointment or dismissal of both the City Manager and the Assistant City Manager.
5. **Appointment and Removal:** The Mayor, with the advice and consent of the City Council, will be able to appoint and remove both the City Manager and Assistant City Manager. Additionally, both will serve at the pleasure of the City Council and may be terminated with or without cause.

6. **Delegation of Responsibilities:** The City Manager may will be able to delegate duties to the Assistant City Manager, including supervision of department heads, implementation of policies, and review of contracts, among other responsibilities.
7. **New Powers and Duties for Assistant City Manager:** The proposed changes grant the Assistant City Manager the ability to perform tasks traditionally reserved for the City Manager, ensuring seamless operations in their absence or when duties are delegated.
8. **Miscellaneous Amendments:** Several other sections of the SMC have been updated to reflect the new role, ensuring consistency across administrative functions. This includes updates to provisions regarding personnel supervision, appeals processes, public safety measures, and administrative decision-making. The terminology was also updated to use the term “manager” instead of “administrator.” Gender-based pronouns have been repealed. Some SMC Sections proposed for amendment related to the City Manager or Assistant City Manager issues also include additional amendments to increase clarity or uniformity with other SMC Sections.

For a comprehensive review of the proposed changes, please refer to the attached document, which includes detailed amendments to the relevant sections of the SMC. We believe that these updates will enhance the efficiency of city operations by providing clearer lines of authority and ensuring continuity in leadership.

Action Item

Vote on whether to approve Ordinance 24-28 amending the Syracuse Municipal Code related to the creation of the Assistant City Manager position.

ORDINANCE 24-28
AN ORDINANCE COMPREHENSIVELY AMENDING EXISTING SECTIONS
OR ADOPTING NEW SECTIONS OF THE SYRACUSE MUNICIPAL CODE
RELATED TO THE NEWLY APPROVED POSITION OF ASSISTANT CITY MANAGER

WHEREAS, the City Council previously approved a new position of Assistant City Manager; and

WHEREAS, the Syracuse Municipal Code ("SMC") does not currently include the position of Assistant City Manager or prescribe the duties or responsibilities of that office; and

WHEREAS, it is necessary to amend the SMC to include the position of Assistant City Manager and to prescribe the duties and responsibilities of that office;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. The following SMC Sections are amended to read as follows:

- 1.10.030 Form of government.
- 2.05.020 Temporary absence of City ~~Administrator~~ Manager.
- 2.05.030 Administrative organization generally.
- 2.10.060 Agenda.
- 2.10.100 Voting.
- 2.15.010 Functions and Duties.
- 2.15.020 Presiding Officer.
- 2.20 City ~~Administrator~~ Manager and Assistant City Manager** (Amends Chapter Title)
- 2.20.010 Term of office.
- 2.20.020 Resignation.
- 2.20.030 Other employment.
- 2.20.040 Powers of Mayor not delegated.
- 2.20.050 Duties of City Manager.
- 2.25.010 Appointed Offices.
- 2.45.050 Appointment or removal of City Manager or Assistant City Manager.
- 3.05.020 Composition – Appointment.
- 3.30.020 Members.
- 3.45.020 Syracuse City Arts Council Board.
- 4.15.030 Water Superintendent.
- 4.30.040 Duties of Cemetery Sexton.
- 4.35.065 Trespass notices.
- 4.35.130 Hours of closure.
- 4.55.030 Building availability.
- 5.05.010 Definitions.
- 5.05.080 Payment dates of business license fees.
- 5.05.100 License – Transfer of name or location – Fee.

5.10.120 Information not to be made public.
5.15.050 Appeal procedure.
5.15.070 Decision of the City Council.
6.10.080 Inspectors authorized to enforce chapter.
6.15.020 Inspector.
7.30.050 Action to recover expenses.
7.35.030 Recovery authorization and procedure.
7.35.050 Action to recover ~~costs~~ expenses.
8.05.040 Building Official – Appointment
8.10.020 General requirements.
8.10.140 Written agreements.
8.30.030 Final approval.
11.20.030 Administration and enforcement.
11.20.085 Parking by permit in specific areas.
13.40.020 Administration.

Section 2. The following SMC Section is adopted to read as follows:

2.20.060 Duties of Assistant City Manager.

Section 3. Severability: If any section, part or provision of this Ordinance is held invalid or unenforceable, such invalidity of unenforceability shall not affect any other portion of this Ordinance, and all sections, parts and provisions of this Ordinance shall be severable.

Section 4. This Ordinance shall become effective ten days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12TH DAY OF NOVEMBER, 2024.

CASSIE Z. BROWN
City Recorder

DAVE MAUGHAN
Mayor

Voting by the Council:	AYE	NAY
Councilmember Carver	_____	_____
Councilmember Cragun	_____	_____
Councilmember Robertson	_____	_____
Councilmember Savage	_____	_____
Councilmember Watson	_____	_____

1.10.030 Form of government.

Syracuse City shall be governed by a six-member council form of government according to Utah Code Section 10-3b-105, ~~Utah Code Annotated 1953~~, as amended. ~~The Governing Body shall consist of six members, of which one is the Mayor, and five Council Members. The Governing Body shall consist of the Mayor and five Council Members.~~ The Mayor shall vote only in the case of a tie or in the appointment or ~~dismissal-removal~~ of a ~~City Administrator~~ the City Manager or Assistant City Manager.

2.05.020 Temporary absence of City ~~Administrator~~ Manager.

In the event of the temporary absence of the City ~~Administrator~~ Manager due to illness, vacation or similar reasons, ~~the Mayor may assign a designee or act in the position of the City Administrator~~ the Assistant City Manager shall act in the position of the City Manager.

2.05.030 Administrative organization generally.

~~Department heads, as provided by this title, shall report to the City Administrator, who shall report directly to the Mayor. Department Heads shall report to the City Manager or designee. The City Manager shall report directly to the Mayor.~~ Subject to the limitations and requirements of applicable budget and appropriations, the City's administrative organization shall consist of the operating departments, offices, and divisions or bureaus as set forth in this title.

2.10.060 Agenda.

A written agenda for each regular meeting shall be prepared by the City ~~Administrator~~ Manager or ~~his~~ designee. The Mayor or two members of the City Council may place items on the agenda.

2.10.100 Voting.

(C) Mayor Voting. The Mayor shall not vote at meetings of the City Council, except in case of a tie vote of the City Council, the appointment or ~~dismissal-removal~~ of the City ~~Administrator~~ Manager or Assistant City Manager, or as otherwise provided by law. Furthermore, the Mayor shall have no power to veto any act of the City Council unless otherwise specifically authorized by statute.

2.15.010 Functions and Duties.

(B) The Mayor may:

(1) ~~Appoint and remove the City Administrator; department heads; commission, board and committee members with the advice and consent of the City Council, except as may otherwise be specifically limited by law; With the advice and consent of the City Council and except as~~

otherwise specifically limited by law, appoint and remove the City Manager, Assistant City Manager, Department Heads, and commission, board and committee members;

2.15.020 Presiding Officer.

The Mayor shall be the Chief Executive Officer and preside at the meetings of the City Council. However, the Mayor shall not vote at meetings of the City Council, except in case of a tie vote of the City Council, the appointment or ~~dismissal-removal~~ of the City ~~Administrator-Manager or Assistant City Manager~~, or as otherwise provided by law. Furthermore, the Mayor shall have no power to veto any act of the City Council unless otherwise specifically authorized by statute.

2.20 City ~~Administrator-Manager and Assistant City Manager~~

2.20.050 Duties of City Manager.

2.20.060 Duties of Assistant City Manager.

2.20.010 Term of office.

The City ~~Administrator-Manager and Assistant City Manager~~ shall serve at the pleasure of the City Council and may be terminated at any time with or without cause.

2.20.020 Resignation.

Before voluntarily resigning from the position of City ~~Administrator-Manager or Assistant City Manager~~, the ~~City Administrator-person in that office~~ shall give the City Council at least 30 days' notice in writing of ~~his~~ intent to resign.

2.20.030 Other employment.

~~The City Administrator-~~Neither the City Manager nor the Assistant City Manager shall ~~not~~ accept any outside employment in addition to employment by the City without prior annual written approval of the City Council.

2.20.040 Powers of Mayor not delegated.

The legislative and judicial powers of the Mayor, ~~his~~ the Mayor's position as chair~~man~~ of the City Council, and any ex officio position ~~he may hold-held by the Mayor~~, shall not be delegated to the City ~~Administrator-Manager or Assistant City Manager~~.

2.20.050 Duties of City Manager.

(A) The powers, duties, and functions of the ~~office of~~ City ~~Administrator-Manager~~ shall be subject to the control of the Governing Body, but ~~such Administrator-the City Manager~~ shall report to the Mayor pursuant to Utah Code.

(B) Appoint and Remove Employees. Except as set forth in SMC Chapter 2.15 ~~SCC~~ regarding the Mayor's duties, the City ~~Administrator~~ Manager shall have the authority to appoint, employ and remove employees as provided herein. The City ~~Administrator~~ Manager shall also be responsible for reviewing the status and performance of any personnel being considered for discharge, transfer, or demotion from appointment or employment with the City. In addition, the ~~Administrator~~ City Manager shall exercise control of all departments, divisions and bureaus within the City government.

(C) Supervise Department Heads. The City ~~Administrator~~ Manager shall provide direct supervision of and have direct responsibility over each department head.

(D) Personnel Policies. The City ~~Administrator~~ Manager shall be responsible for implementing and enforcing the personnel policies and procedures of the City.

(E) Inventory Property. The City ~~Administrator~~ Manager shall keep or cause to be kept a current inventory showing all real and personal property of the City and its location. The City ~~Administrator~~ Manager shall be responsible for the care and custody of all such property, including equipment, buildings, parks and all other City property which is not by law assigned to some other officer or body for care and control.

(F) Purchasing and Claims. The City ~~Administrator~~ Manager shall implement and enforce all provisions of the ordinances of the City relating to purchasing.

(G) Council Meetings. The City ~~Administrator~~ Manager shall attend meetings of the City Council and may take part in the discussion and recommend to the City Council adoption of such measures as the City ~~Administrator~~ Manager may deem necessary or expedient.

(H) Review Contracts. In accordance with adopted City policies and procedures of the City, the ~~Administrator~~ City Manager shall review, ~~where appropriate,~~ make recommendations and, ~~where within his authority,~~ execute, proposed contracts of the City.

(I) Propose Plans and Programs. The City ~~Administrator~~ Manager shall propose plans and programs concerning the development, operation and needs of the City and submit such plans to the City Council to be approved and developed as policy.

(J) Implement Policy. The City ~~Administrator~~ Manager shall implement all policy changes and directives of the Mayor and the City Council.

(K) Management Controls. The City ~~Administrator~~ Manager shall set performance standards and exercise managerial control to ensure that the City government is functioning in the most efficient and effective manner.

(L) Organization. The City ~~Administrator~~ Manager shall recommend the creation and organization of all necessary departments, divisions, and bureaus necessary for the government of the City to the City Council for its approval prior to implementation.

(M) Records. The City ~~Administrator~~ Manager shall, as needed, examine the books, records, and official papers of the City's departments and offices.

(N) Legislative Mandates. The City ~~Administrator~~ Manager shall be responsible to keep abreast of and advise the Governing Body regarding legislative changes and issues that affect the City.

(O) Additional Duties. The City ~~Administrator~~ Manager shall have such other powers and shall perform such other duties and obligations as may be required ~~of him~~ by state law or by ordinance, resolution, or policy of the City Council.

(P) Delegation. The City Manager may delegate any of the above duties to the Assistant City Manager.

2.20.060 Duties of Assistant City Manager.

The Assistant City Manager shall perform the duties designated by the City Manager or prescribed by the SMC. Under the direction of the City Manager, and with policy guidance from the Mayor and City Council, the Assistant City Manager shall assist with oversight and administration of all functions of the City government to achieve the City's mission. The Assistant City Manager shall have supervisory responsibilities for personnel, programs, projects, services, and departments as assigned by the City Manager.

2.25.010 Appointed Offices.

The City Council may create any appointed office deemed necessary for the government of the City and shall prescribe the powers and duties to be performed by appointed officials, including, but not limited to, the City ~~Administrator~~ Manager, ~~the Assistant City Manager~~, the City Recorder, the City Treasurer, the City Attorney, the City Engineer, the City Police Chief, the City Justice Court Judge, and department heads.

2.45.050 Appointment or removal of City Manager or Assistant City Manager.

(A) The City Manager ~~serves and~~ Assistant City Manager serve at the pleasure of the Council; ~~and is and are~~ appointed or removed in accordance with this section and state law.

(B) Selection Process. The Mayor shall consult with the Council in determining the best method to select the nominee, such as panel interviews, written responses to questions, or individual interviews.

(C) Appointment. The Mayor may appoint ~~an individual to fill the office of the~~ City Manager or Assistant City Manager, with the advice and consent of the Council.

(D) Removal. Removal of the City Manager or Assistant City Manager shall proceed in accordance with ~~SCC~~ SMC 2.25.020.

(E) Vote. The Mayor participates as a voting member of the Council in any vote to appoint or remove ~~a the~~ City Manager or Assistant City Manager. The vote is brought to the body by motion and requires a majority of votes to carry. If, in cases of appointment, a nominee is not appointed by the Council, then the Mayor shall diligently begin the process of selecting an alternate nominee for the Council's consideration.

(F) Interim Vacancy Period. The Council may not appoint a City Manager or Assistant City Manager during interim vacancy periods, as provided in Utah law, but an interim City Manager or interim Assistant City Manager may be appointed by the Council until a new City Manager or Assistant City Manager is appointed.

3.05.020 Composition – Appointment.

Unless otherwise specifically stated in a committee, council or commission enabling section, all committees, councils, and commissions established pursuant to the provisions of this chapter shall be composed of five members, all of whom shall be appointed by the City ~~Administrator~~ Manager or designee with the advice and consent of the City Council. The five members shall serve as the decision-making body for the committee.

3.30.020 Members.

(A)(2)(a) Nomination. The City ~~Administrator Manager~~ or ~~his/her~~ designee shall send written notice to all appointed officers and employees of the City that they may make written nominations for candidates to serve on the Appeals Board and the closing date for filing such nominations with the City Recorder. Nominations received by the City Recorder after the closing date will not be considered.

3.45.020 Syracuse City Arts Council Board.

(H) Compensation. Members shall serve without compensation, and all services performed shall be deemed "voluntary services" for purposes of the Utah Governmental Immunity Act. Members shall be deemed "volunteers" for purposes of City ordinances, rules, regulations, and policies concerning personnel, except that the Board shall provide for reimbursement of actual expenses incurred upon prior approval, or for reasonable and necessary expenses incurred in the performance of their duties as determined appropriate by the City Council and upon presentation of proper receipts and vouchers. All expenses shall be consistent with the City's purchasing policy and subject to administrative rules as established by the City ~~Administrator~~ Manager or designee.

4.15.030 Water Superintendent.

The Water Superintendent shall administer and enforce this chapter under the direction of the Public Works Director and the City ~~Administrator~~ Manager or designee and shall manage the City's water system pursuant to the provisions of this chapter and all other applicable ordinances, rules, regulations and policies of the City. The Water Superintendent shall have such other duties and responsibilities as designated by the City Council.

4.30.040 Duties of Cemetery Sexton.

(E) The Sexton shall approve all claims chargeable against the cemetery. The Sexton shall provide such information to the City Manager or designee as may be required.

4.35.065 Trespass notices.

(B) A person who has received a trespass notice may, within 10 days of receiving the trespass notice, appeal the notice by filing a written appeal with the City Recorder. An appeal of a trespass notice is heard by the City Manager or designee. At the hearing, the person may cross-examine any witnesses produced by the City, and a trespass notice is upheld if a preponderance of the evidence supports its issuance.

4.35.130 Hours of closure.

(C) The City Manager or ~~his~~ designee may temporarily close or curtail activities ~~upon~~ on any City-owned lands or waters, or any portions thereof, when it has been deemed to be in the best interest of public safety, conduct, health or order.

4.55.030 Building availability.

The City Manager or designee reserves the right to withhold reservations for any given day, during periods of availability, for any City-sponsored event or if the City Manager or designee determines that the building requires maintenance, cleanup, repair, other work of an extraordinary nature, or the unavailability of required City personnel. Facility rentals shall be available Mondays through Fridays, from 5:00 p.m. to 11:00 p.m., and Saturdays, from 8:00 a.m. to 11:00 p.m., but no holidays. Interested parties shall not rent any portion of City Hall for events requiring the purchase of tickets or the payment of fees.

5.05.010 Definitions.

"Alcoholic beverage licenses" means Class A or Class B beer licenses as defined in SMC Chapter ~~5.20~~ SCC.

“Authorized officers” means those persons authorized by the City or other entities to inspect businesses and enforce the provisions of this title or other applicable regulations, including Peace Officers, Ordinance Enforcement Officers, and employees of the Health Department, Fire District, Community Development Department, Building Inspection Division, City Attorney’s Office, ~~or the City Administrator~~ Manager’s Office, or Assistant City Manager’s Office.

5.05.080 Payment dates of business license fees.

(B) Business license fees for renewal businesses shall be due and payable on or before the first day of January each year. If the license is not paid by January 31st, a 50 percent penalty of the amount of the fee shall be added to the original amount due. If the fee is still not paid by February 28th, a 75 percent penalty of the amount of the fee shall be added to the original amount due. If the fee is still not paid by March 31st, a 100 percent penalty of the amount of the fee shall be added to the original amount. ~~Fees not paid by April 30th may be revoked. If~~ the fee is still not paid by April 30th, the business license may be revoked.

(D) Penalty fees may be appealed to the City Council by written notice of appeal filed with the City Recorder within 15 days of the Business License Official’s decision. The City ~~Administrator~~ Manager or designee may, for good cause shown, refund all or part of the applicable penalty fee that has been paid. The decisions of the Business License Official and the City ~~Administrator~~ Manager or designee may be appealed to the City Council as set forth in SMC Chapter 5.15-SCC. The City Council may, upon good cause, recommend that all or part of the penalty fee be refunded.

5.05.100 License – Transfer of name or location – Fee.

(C) If the business in question has any other licenses which are required under this title, the City ~~Administrator~~ may charge an additional fee for the change of address as set forth in the City’s consolidated fee schedule.

5.10.120 Information not to be made public.

(A) Information furnished to the License Official, as required by this chapter, shall not be made public nor shall it be subject to the inspection of any person except the City ~~Administrator~~ Manager or ~~his or her authorized agent designee~~, or to those persons first authorized to do so by order of the Mayor, except where the provisions of the Government Records Access and Management Act or its successor requires a different result.

5.15.050 Appeal procedure.

(A) Appeals of the Business License Official’s ~~or City Administrator’s~~ decision to deny, suspend or revoke a license or regarding the application of this title may be made to the City Council by filing a written notice of appeal with the City Recorder within 15 days of receipt of the notice of denial, suspension or revocation.

5.15.070 Decision of the City Council.

The City Council, after hearing all the evidence, shall announce its decision within 15 days ~~from~~ after the date of hearing. The Council may affirm, reverse or modify the decision of the ~~City Administrator~~ Business License Official. The decision shall be in writing and shall be based upon findings of fact.

6.10.080 Inspectors authorized to enforce chapter.

(B)(3) The City ~~Administrator~~ Manager or designee may assign primary responsibility in those areas of overlapping jurisdiction.

6.15.020 Inspector.

(A) Office Created. The office of Inspector is created for the purpose of administering the provisions of this chapter and the power delegated to the City by the statutes cited in ~~SCC~~ SMC 6.15.010, subject to such control and review as the City Council may from time to time direct. The City ~~Administrator~~ Manager or designee may authorize any officer or employee of the City to exercise the powers and duties of an Inspector under the provisions of this chapter. Absent such authorization from the City ~~Administrator~~ Manager or designee, the following officers are hereby authorized to perform the powers and duties of an Inspector:

(1) The City Fire Chief and the Chief's assistants, and the Building Official and the Building Official's duly authorized representatives, are authorized to perform the functions of Inspector for the abatement of nuisances as defined under this chapter.

(2) The Public Works Director, or the Director's designee, is also authorized to perform the functions of Inspector for nuisances under ~~SCC~~ SMC 6.15.010(B)(1), (B)(9) and (B)(11).

(B) Powers and Duties.

(1) An Inspector is authorized to enter upon any property or premises within the City to determine whether a public nuisance exists as described in ~~SCC~~ SMC 6.15.010(B) and to make any examinations and surveys as may be necessary, including the taking of photographs, samples, or other physical evidence. All inspections, entries, examinations, and surveys shall be done in a reasonable manner based upon cause. If the owner or occupant refuses to allow the Inspector to enter the property, the Inspector may obtain an administrative search warrant.

7.30.50 Action to recover expenses.

In the event parties determined to be responsible for the repayment of hazardous material emergency ~~costs~~ expenses fail to make payment in full to the City within 30 days after a final administrative determination of ~~any~~ liability, the City may initiate legal action to recover ~~from~~

~~the parties determined responsible~~ the costs-expenses determined to be owing, including the City's reasonable ~~attorney's-attorneys'~~ fees.

7.35.030 Recovery authorization and procedure.

~~Syracuse is empowered~~ The City is entitled to recover from any person, corporation, partnership or other individual or entity whose grossly negligent actions cause a fire emergency, expenses~~s~~ incurred by Syracuse associated with a response to a fire emergency. Recovery of expenses shall be pursuant to the following procedures:

~~(A) The City shall determine responsibility for the emergency and notify the responsible party by mail of the City's determination of responsibility and the costs to be recovered.~~

~~(B) The notice shall specify that the party determined responsible may appeal the City's decision to the City Administrator appointed pursuant to Chapter 2.20 SCC and establish a date by which the notice of appeal should be filed. The appeal date shall be no less than 15 days from the date of the notice.~~

~~(C) In the event the party determined responsible appeals the determination, the City Administrator shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.~~

~~(D) The City Administrator shall after the hearing make a recommendation to the City Council, who shall issue a decision assessing responsibility and costs.~~

(A) The City shall determine responsibility for the emergency and notify the responsible party by mail of the City's determination of responsibility and the expenses to be recovered.

(B) The notice shall specify that the party determined responsible may appeal the City's decision before a Hearing Officer designated by the Mayor and establish a date by which the notice of appeal shall be filed. The appeal date shall be no less than 15 days from the date of the notice.

(C) In the event the party determined responsible appeals the determination, the Hearing Officer shall hold a public hearing to consider any issues raised by the appeal, at which hearing the appealing party and the City shall be entitled to present evidence in support of their respective positions.

(D) The Hearing Officer shall, after the hearing, make a recommendation to the City Council, who shall issue a decision assessing responsibility and costs.

7.35.050 Action to recover ~~costs~~ expenses.

~~In the event a party determined to be responsible for the repayment of fire emergency expenses fails to make payment to the City within 30 days after a determination of any appeal by the Mayor to the City Administrator, or 30 days from the deadline for appeal. In the event no appeal is filed, the City may initiate legal action to recover the costs determined to be owing, including the City's reasonable attorney's fees. In the event parties determined to be responsible for the repayment of fire emergency expenses fail to make payment in full to the City within 30 days after a final administrative determination of liability, the City may initiate legal action to recover the expenses determined to be owing, including the City's reasonable attorneys' fees.~~

8.05.040 Building Official – Appointment

There is hereby created the position of Building Official who shall be appointed by the City Manager or designee.

8.10.020 General requirements.

(D) As-Built Drawings. At the completion of construction, or at the end of one year, whichever comes first, the City Engineer, ~~or designee~~, shall ~~make an inspection of~~ inspect all improvements and inform the developer and City ~~Administrator~~ Manager or designee of the results of the inspection. At the completion of construction, the developer shall call for inspection by the City Engineer or designee and said inspection shall be made within 10 days of the request thereof. The developer shall provide the City with record drawings accurately defining for permanent record the surface improvements and underground utilities as they were actually constructed and shall provide one paper copy and one CAD file, which indicates any changes from the original approved final drawings. All sewer and land drain manhole flow lines shall be verified.

8.10.140 Written agreements.

(A)(4) The payback agreement shall not confer a benefit upon any third party and shall be in a form approved by the City ~~Administrator~~ Manager or ~~his~~ designee. The responsibility for payment of the required improvements or facilities shall rest entirely with the developer.

8.30.030 Final approval.

(E) Approval to Record Subdivision. Before any subdivision plat may be recorded, the subdivider shall furnish a corporate surety bond, cash escrow, irrevocable letters of credit from a credible lending institution, or a tax increment incentive as part of a signed reimbursement agreement from the Redevelopment Agency which has been approved by the City Manager or designee, in an amount as finally determined by the City Engineer to secure the performance of the public improvements in a workmanlike manner and according to specifications established by the Syracuse City subdivision standards (see ~~SCC~~ SMC 8.10.020). Some of the public improvements are as follows:

- (1) Paving of streets.
- (2) Curb, gutter and sidewalks.
- (3) Sewer and water lines, including irrigation lines.
- (4) Storm and subsurface drainage.
- (5) Street signs, monuments, lighting, fences and street trees.
- (6) Removal or relocation of any easements which may affect the use of the dedicated streets by the City.
- (7) Utility development connection fees.

11.20.030 Administration and enforcement.

(A) The City ~~Administrator~~ Manager or designee may designate any employee or agent to issue civil citations under this chapter.

11.20.085 Parking by permit in specific areas.

(C) Multiple permits may be issued to and utilized by residents. No more than three permits may be simultaneously utilized by one residence. A residence that utilizes more than three permits simultaneously, or that offers them for sale or transactional use, may have its permit revoked by the City Manager or designee.

13.40.020 Administration.

The City ~~Administrator~~ Manager shall be the purchasing agent for the City, ~~and~~ shall administer the purchasing system provided by this chapter with assistance from ~~designee~~ Department Heads. ~~He, and~~ shall perform the duties and have powers concerning purchasing matters as follows:

(A) Administer and maintain the purchasing system and other rules and regulations established by this chapter and its authority. No purchases, including petty cash purchases, are to be made without the prior knowledge and consent of the City Purchasing Agent or ~~his~~ designee. All purchases and petty cash withdrawals ~~are to~~ shall be documented on the appropriate forms and ~~to be~~ properly recorded at the point of transaction. The penalty for failure to comply with this section could be liability for the expenses incurred and disciplinary action up to and including termination.



COUNCIL AGENDA

November 12, 2024

Agenda Item #5

Resolution 24-41 Appointing Stephen Marshall to the Position of Assistant City Manager

Background

The City Council recently approved, budgeted, and authorized the creation of the Assistant City Manager position. The Administration has conducted a thorough advertising, interviewing, and selection process to find the appropriate candidate for the position. The interview consisted of a panel that included the Mayor, City Manager, HR Manager, two councilmembers, and a city manager from another city in Davis County to provide some outside perspective. It also included an panel of employees who participated in a mock situation where the final candidates needed address the audience in a hypothetical challenging situation. Through the selection process, the Mayor nominates Mr. Stephen Marshall to be appointed as the Assistant City Manager.

Appointment of Position

The appointment of the position is accomplished through nomination by the Mayor with the affirming vote of the majority of all six elected officials, assuming the proposed ordinance changes are also approved on November 12th.

Action Item

Vote on whether to approve Resolution 24-41 appointing Stephen Marshall as the Assistant City Manager.

RESOLUTION R24-41
A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING STEPHEN MARSHALL AS THE ASSISTANT CITY MANAGER FOR SYRACUSE CITY

WHEREAS, Section 2.25.010 of the Syracuse Municipal Code indicates that the Assistant City Manager position is considered an appointed office that must be filled by an appointment made by the Mayor with advice and consent of the City Council; and

WHEREAS, Stephen Marshall desires to be employed as the Assistant City Manager of Syracuse City and the Mayor recommends that he be appointed to do so; and

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

Section 1. Appointment: The Syracuse City Mayor, with advice and consent of the Council, hereby appoints Stephen Marshall to serve as the Assistant City Manager pursuant to the City’s Ordinances, Rules and Regulations.

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 November 12, 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12th DAY OF NOVEMBER, 2024.

CASSIE Z. BROWN
City Recorder

DAVE MAUGHAN
Mayor

Voting by the Council:	AYE	NAY
Councilmember Carver	_____	_____
Councilmember Cragun	_____	_____
Councilmember Robertson	_____	_____
Councilmember Savage	_____	_____
Councilmember Watson	_____	_____

Stephen Marshall, CPA

September 26, 2024

Shauna Greer
Human Resources Manager
Syracuse City

Dear Ms. Greer,

I am submitting my resume along with this cover letter to express my interest in seeking the position of Assistant City Manager for Syracuse City. I firmly believe that I have the skill set and knowledge you are looking for to help manage Syracuse City's vision and mission plan now and in the future. I bring to the table 21 years of progressive management experience. This experience includes accounting and supervisory experience directly related to municipal government, management experience, a Master of Business Administration with an Accounting Emphasis, and a humble but confident personality that will help achieve results.

For the last 13 years, I have had the best experience possible by working at Syracuse City as the Administrative Service Director and previously as the Finance Director. I have worked directly with our city council and mayor as well as our city manager and department heads to lead Syracuse City's Administrative Services team and provide critical support to other departments. In the past 13 years, I have been able to work with various department heads and have been able to find ways to cut expenses and generate new revenues for the city. I have helped Syracuse city raise its general fund rainy day balance from 9% to 39%. I have helped the city convert to an Annual Comprehensive Financial Report (ACFR) and have been awarded the certificate of achievement for excellence in financial reporting for the past 13 years. I have also been nationally recognized by the Association of Government Accountants for the City's first ever Citizen Financial Report.

I am very comfortable in a supervisory role. I have developed excellent interpersonal skills over the last several years through constant interaction with citizens, employees, and supervisors. I am very comfortable communicating with people and believe that I can effectively manage Syracuse City operations and help support our City Manager in any role or capacity.

I know that I would be successful as the Assistant City Manager for Syracuse City. I am always challenging myself to do the best job possible. I am a very hard worker and a quick learner. I have consistently risen to the top of every organization that I have worked for. I would love to be a part of your team. I would like to request an interview with you and look forward to talking to you in person.

Thank You,

Stephen Marshall, MBA, CPA

STEPHEN ANDREW MARSHALL

OBJECTIVE

To obtain an exciting and challenging career as Assistant City Manager for Syracuse City.

EDUCATION

MBA, Accounting Emphasis

Utah State University

May 2003
Logan, Utah

- Cumulative GPA = 3.86 while working full-time.
- Completed MBA curriculum at the top of my class.

Bachelor's Degree in Accounting

Utah State University

May 2002
Logan, Utah

- Cumulative GPA = 3.84 while working full-time.
- Completed accounting curriculum at the top of my class.

Certified Public Accountant

November 2006

- Passed all four sections of the CPA exam on the first attempt.

EXPERIENCE

Administrative Services Director, *Syracuse City*, 1979 West 1900 South, Syracuse, UT, July 2018 - Present

- Successfully prepare, administer, and oversee Syracuse City's 70 million dollar annual budget.
- Effectively increased Syracuse City's rainy-day fund from 23% to 39% through conservative budgeting techniques including revenue enhancement ideas and cost cutting measures.
- Effectively provide support services to all the other departments in an efficient manner. This includes payroll, human resources, IT support, and financial support.
- Effectively oversee the management of the city-wide information systems including computer equipment, software, networks, operating systems, and telephone systems.
- Helped initiate increased efficiencies by overhauling processes in Fix it Requests, building permits, business licensing, utility applications, and excavation permits.
- Improved accounts payable process, utility billing process, and HR process by streamlining tasks and implementing electronic approvals.
- Implemented increased security over city assets and helped reduce vandalism in parks by installing cameras and access control in all our city parks and restrooms.
- Oversaw the city webpage revitalization project and helped the city create a mobile app. This allows for effective and efficient communication of information and gives citizens the ability to communicate concerns through our fix it requests system.
- Effectively train and supervise 12 staff members on various tasks and duties.

- Developed excellent interpersonal skills through constant interaction with citizens, clients, management, governing body, and co-workers.

Finance Director, *Syracuse City*, 1979 West 1900 South, Syracuse, UT, May 2011-July 2018

- Successfully prepare and administer Syracuse City's annual budget.
- Effectively increased Syracuse City's rainy-day fund from 9% to 23% in 2018 through conservative budgeting techniques including revenue enhancement ideas and cost cutting measures.
- Helped implement a capital improvement five-year plan that included projects totaling approximately \$20M.
- Created the City's first Citizen Financial Report that received national recognition through the Association of Government Accountants.
- Received the Government Financial Officer's Association award for excellence in financial reporting for the past four years.
- Effectively train and supervise 5-7 staff members on various tasks and duties.
- Effectively analyze and report financial information to the governing body in order to help make critical decisions.
- Coordinate the annual audit and prepare the City's Comprehensive Annual Financial Report with no findings or recommendations.
- Maintain all official accounting records in conformance with generally accepted accounting principles.
- Comprehensive knowledge of GAAP, GASB standards, and administrative policies.
- Developed excellent interpersonal skills through constant interaction with citizens, clients, management, governing body, and co-workers.

Audit Supervisor, *Utah State Auditor's Office*, Utah State Capitol Complex East Office Building Suite E310, Salt Lake City, Utah, Sept. 2003 - May 2011

- Audited State departments, agencies, and colleges and universities to determine the reliability of financial statements, the effectiveness of internal controls, and the degree of compliance with federal grants and contracts.
- Effectively trained and supervised 2-5 staff auditors on various audits.
- Conducted audits in accordance with GAAP and Government Auditing Standards.
- Helped several municipalities convert to new GASB 34 reporting as required.
- Helped municipalities with Capital Asset management and record improvement.
- Helped create an inventory database for cities without a functional fixed asset listing.
- Advised cities on how to improve capital asset tracking as well as determining capitalization limits and depreciation expense for financial statement purposes.
- Developed excellent interpersonal skills through constant interaction with clients and co-workers.

COMPUTER SKILLS

- Caselle Connect
- MS Excel
- MS Word

- Xpress Bill Pay
- Adobe

- Windows 10 & 11
- Civic Review

- MS Teams
- See, Click, Fix

HONORS AND ACTIVITIES

GFOA Certificate – Financial Reporting	2011 – 2023
Leadership Development Program Graduate	2023
Key to the City – Syracuse	2021
Mayor’s Award of Excellence	2019
AGA Certificate – Citizen Centric Reporting	2015 - 2019
Certified Public Accountant	November 2006

PROFESSIONAL REFERENCES

- 1) **Cassie Brown,** [REDACTED], City Recorder – Syracuse City
- 2) **Kresta Robinson,** [REDACTED], Parks & Recreation Director – Syracuse City
- 3) **Colin Winchester,** [REDACTED], City Attorney – Syracuse City
- 4) **Aaron Byington,** [REDACTED], Fire Chief – Syracuse City

PERSONAL REFERENCES

- 1) **Jeff Applegate,** [REDACTED]
- 2) **Brian Cheney,** [REDACTED]
- 3) **Brand Shaw,** [REDACTED]



COUNCIL AGENDA

November 12, 2024

Agenda Item #6

Request to be on the agenda: UTOPIA Fiber
annual update presented by CEO Roger
Timmerman

Background

- UTOPIA Fiber reached out to the City Recorder asking for an opportunity to be included on a City Council agenda to provide an annual update regarding fiber service available to Syracuse City residents and businesses. Mr. Timmerman will use the aid of a PowerPoint presentation to address the Mayor and Council.



COUNCIL AGENDA

November 12, 2024

Agenda Item #7

Proposed Resolution R24-38 Acquisition of Utah Department of Transportation (UDOT) properties.

Factual Summation

- Any questions regarding this item can be directed at Admin. Services Director Stephen Marshall.

The following items outline the goals of this discussion:

- Previously, the Council gave directions to move forward with the purchase of several parcels of land from UDOT. These include land for our new secondary water reservoir, park maintenance facility, and our BMX course. These parcels would include all or a portion of the parcels as shown below. We would only purchase the land west of the new freeway for those parcels that overlap the freeway.



2. Per UDOT policy R907-80-10 (see attached), UDOT may sell the land directly to the city without a competitive bid process if:
 - (a) the buyer is a Utah public entity, and the property is being transferred for a public use, said public use to be established
 - (ii) **by resolution** declaring the proposed use of the land qualifies as a valid public use, said resolution to be approved by a public vote by the public entity's governing body at an open meeting after notice to at least adjoining landowners who shall have the opportunity to comment on the proposed public use prior to the public vote.
3. Notices were sent out on October 31st to residents that live within 300 feet of the properties. The residents were invited to attend the meeting and comment if desired.

Action Item

Consider whether to accept or reject resolution R24-38 in purchasing properties from UDOT.

RESOLUTION R24-38

A RESOLUTION APPROVING ACQUISITION OF THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT) PROPERTIES.

WHEREAS, the land qualifies as a valid public use for our secondary reservoir, BMX park, and new park maintenance facility; and

WHEREAS, the City Council has determined that purchase of UDOT properties will be for the benefit of the City; and

WHEREAS, on November 12, 2024, the City Council held a public hearing to allow interested people in attendance an opportunity to be heard for or against the proposed acquisition of property; and

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

SECTION 1: Property Acquisition. The following parcels are included in the proposed property acquisition:

Parcel ID: 120940115

Parcel ID: 123390015 – Partial

Parcel ID: 123390030

Parcel ID: 123390023

Parcel ID: 123390007 – Partial

Parcel ID: 120940100

Parcel ID: 123390027

Parcel ID: 123390018

Parcel ID: 123390020

Parcel ID: 123390008 – Partial

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 12th DAY OF NOVEMBER, 2024.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Dave Maughan, Mayor



COUNCIL AGENDA

November 12, 2024

Agenda Item #8

Authorize surplus of Police Department vehicles

Factual Summation

- Any questions regarding this agenda item may be directed to Chief Atkin.

Surplus Vehicles

The Police Department is seeking Council approval to dispose of the following vehicles:

1999	Pontiac Sunfire	X59 8VK	1G2JB124XX7533239
2012	Ford Fusion	C130TH	3FADP0L36CR193400
2012	Ford Fusion	506434ex	3FADP0L35CR187572
2015	Ford Explorer	211809ex	1FM5K8AR0FGB13518

According to the Surplus Property Policy under General Policy numeral 5, any personal property with an estimated market value over \$5,000 may be surplus only with authorization by the City Council and shall be disposed of using the prioritized methods outlined in the Surplus Method Section.

According to the Surplus Property Policy under Exceptions to General Policy numeral 6, to maximize staff productivity, and to maximize value on behalf of the City and its citizens, motor vehicles will either be offered to a commercial auctioneer service or traded in to a dealer/manufacturer. We are requesting these vehicles be sent to TNT Auction for disposal.

Action Items for Agenda

- Consider approving the request of the Police Department to surplus vehicles to TNT Auction.



COUNCIL AGENDA

November 12, 2024

Agenda Item #9

Authorize Administration to execute Water Infrastructure Projects Grant agreement with Utah Division of Water Resources for installation of secondary water meters.

Factual Summation

- Staff applied for a Water Infrastructure Grant through the Utah Division of Natural Resources, Division of Water Resources to complete secondary meter conversions.
- The grants goals are outlined as follows:
 1. aids in the development, conservation, collection, transmission, storage, treatment, or distribution of water for culinary or secondary use in residential, commercial, industrial, or agricultural settings; or
 2. facilitates the use of water for public safety or environmental purposes.
- The grant was released on May 24, 2024 with a submission deadline of May 31, 2024 (open for 7 days total) which limited staff to applying for projects had that previously been discussed and approved by Council.
- On August 2, 2024 staff was notified the City received \$500,000 in grant funding. This grant is a full reimbursement of expenses up to \$500,000. There is no match money required.
- After receiving the notice of award, Secondary Metering Project #2 was designated as the project area that was bid out to spend the grant funding.

Action Items

- Determine whether to authorize the Mayor to execute the Water Infrastructure Projects Grant Agreement with the Utah Department of Water Resources for the installation of secondary water meters.



State of Utah

SPENCER J. COX
Governor

DEIDRE M. HENDERSON
Lieutenant Governor

Department of Natural Resources

JOEL FERRY
Executive Director

Division of Water Resources

CANDICE A. HASENYAGER
Division Director

August 2, 2024

via email

Mr. Robert Whiteley
Syracuse City
3061 S 2400 W
Syracuse, UT 84075

Subject: Water Infrastructure Projects funding status

Dear Mr. Whiteley,

Thank you for submitting the application for the Water Infrastructure Projects funding that was recently provided by the Utah legislature. I am pleased to notify you that Syracuse City has been selected to receive up to \$500,000 in grant funds. These funds will not be provided as an advance but will be provided as reimbursements for work that is completed.

The next step is to prepare an agreement with the Division of Water Resources so that you can begin submitting reimbursement requests as work is completed. One of our staff will be contacting you within the next week or two to send you a draft agreement for your review and comments.

We look forward to working with you to provide these funds for your project. Thank you for striving to improve the water infrastructure that serves our communities. If you have any questions, please contact Eric Dixon at 801-310-8407.

Sincerely,

Candice Hasenyager, P.E.



STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES

Copies:
DWRe
Consult

DIVISION OF WATER RESOURCES

Contract No.

Date _____

Vendor No. 83587F TIN 87-0258966

Vendor SYRACUSE CITY

Address 3061 SOUTH 2400 WEST

City SYRACUSE State UTAH Zip 84075

c/o Robert Whiteley Phone 801-614-9682

Title Public Works Director Email rcw@syracuseut.gov

Commodity Code 99999 Payable X Receivable _____

Description: PROVIDE FUNDS FOR THE INSTALLATION OF SECONDARY METERS
WITHIN THE DISTRICT TO IMPROVE CONSERVATION EFFORTS

Payment:

Receive:

Frequency As Requested Frequency _____

Amount Variable Amount _____

Total \$500,000 Total _____

Effective Date _____ Expiration Date 6/30/2026

Fund	Dept	Unit	Approp Unit	Balance Sheet	Expend/ Revenue	Program	Phase	Activity	Total Amount
1000	560	6204	RPD		7501	RT116			\$500,000

Approved MK _____ SGD _____ TS _____ JRW _____ JE _____ CH _____ CONT _____

BJ CLARK
Monitor

Signature

Grant Agreement

Grant To
SYRACUSE CITY

From
UTAH DEPARTMENT OF NATURAL RESOURCES,
DIVISION OF WATER RESOURCES

This GRANT AGREEMENT is made and entered into upon the date of the last signature to this document, between the State of Utah, Department of Natural Resources, Division of Water Resources (WRe) and Syracuse City (Grant Recipient), for the work described in Item 1 below. Funding for this agreement is provided through the State of Utah 2024 General Legislative Session, House Bill 003, line item 54 for water infrastructure projects.

The terms and conditions of this Grant Agreement are as follows:

1. WRe shall grant to Grant Recipient \$500,000 (the “Grant”) toward the installation of secondary meters within the district’s service boundaries to improve conservation efforts. WRe shall reimburse Grant Recipient for the actual costs incurred up to this Grant amount.
2. Grant Recipient has provided WRe a detailed budget outlining how the Grant will be used. This budget is attached to this Grant Agreement as Attachment B.
3. Grant Recipient shall document and retain all supporting information associated with the work done under this grant.
4. Grant Recipient shall provide WRe with an annual report in writing by June 30 of each year. The annual report shall describe expenditures covered by the Grant toward the project to that date. The annual report shall also describe annual deliverables and performance metrics that demonstrate sufficient progress toward fulfilling the Grant’s purpose, as follows:
 - a. **[Fill in performance metrics and deliverables]**
5. No later than June 30, 2026, Grant Recipient shall provide WRe with a final report. The final report shall detail the extent to which Grant Recipient fulfilled the Grant’s purpose, including total expenditures, deliverables, and performance metrics described in Item 4.
6. Unless otherwise stated in this Agreement, WRe agrees to reimburse Grant Recipient 100% of costs incurred toward completion of the purpose of the Grant up to the Grant amount upon submission and approval of a detailed invoice and proof of payment. The final disbursement will be paid upon receipt of a final report as outlined in Item 5, accompanied by a detailed invoice and proof of payment.
7. All expenditures associated with this project for which Grant Recipient receives reimbursement from any other participating entity are not reimbursable by WRe. Grant Recipient shall report such expenditures reimbursed by other entities in the annual and final reports described in Items 4 and 5.
8. All funds are subject to legislative appropriation. Ongoing appropriations are still subject to legislative changes on a year-to-year basis.
9. Grant Recipient acknowledges and agrees that the State of Utah may audit the records that pertain to the performance of this grant. If State audit findings determine that any funds expended by Grant Recipient violate the terms of this Grant Agreement, Grant Recipient shall provide funds to the State sufficient to meet such repayment request(s). If the Grant Recipient is unwilling or unable to repay the funds, the repayment request

amount will become a past due obligation of the Grant Recipient to the State and may be collected as such.

10. Grant Recipient agrees to follow purchasing practices that ensure procurement is conducted in such a way that promotes fair and competitive prices.
11. Grant Recipient agrees to declare any known or potential conflicts of interest with their suppliers or others that may influence their decision making.
12. Grant Recipient agrees to comply with the standard terms and conditions attached to this Grant Agreement as Attachment A.
13. This agreement has an expiration date of June 30, 2026.

SIGNATURES TO FOLLOW

Dave Maughan/Mayor

Date

Robert Whiteley/Public Works Director

Date

Division of Water Resources/Director

Date

Division of Water Resources/Financial Manager

Date

State of Utah/Division of Finance

Date

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract between Government Entities within the State of Utah for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor. These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:

- a) "Confidential Information" means information that is deemed as confidential under applicable state and federal laws, including personal information. The State Entity reserves the right to identify, during and after this Purchase Order, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
- b) "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from the parties entering into this Contract.
- c) "Contract Signature Page(s)" means the State of Utah cover page(s) that the State Entity and Contractor sign.
- d) "Contractor" means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
- e) "Services" means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
- f) "Proposal" means Contractor's response to the State Entity's Solicitation.
- g) "Solicitation" means the documents used by the State Entity to obtain Contractor's Proposal.
- h) "State Entity" means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
- i) "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- j) "Subcontractors" means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah and federal auditors, and State Entity staff, access to all such records.

5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED

6. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED

7. **INDEPENDENT CONTRACTOR:** Contractor's legal status is that of an independent contractor, and in no manner shall Contractor be deemed an employee or agent of the State Entity or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor, as an independent contractor, shall have no authorization, express or implied, to bind the State Entity or the State of Utah to any agreements, settlements, liabilities, or understandings whatsoever, and agrees not to perform any acts as an agent for the State Entity or the State of Utah. Contractor shall remain responsible for all applicable federal, state, and local taxes, and all FICA contributions.

8. **INDEMNITY:** Both parties to this agreement are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and

consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the work place. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by either party, upon sixty (60) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Services properly ordered until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **INSURANCE:** INTENTIONALLY DELETED
17. **WORKERS COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Worker's compensation insurance shall cover full liability under the worker's compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.
18. **ADDITIONAL INSURANCE REQUIREMENTS:** INTENTIONALLY DELETED
19. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in

accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

20. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud.

21. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the State Entity.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

22. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

23. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor.

24. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.

25. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.

26. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

27. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (i.e. another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

28. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

29. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

30. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Services that do not conform to this Contract.

31. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.
32. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information.
- Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.
- Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
33. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which must be done in writing.
34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED.
35. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the State Entity and the State of Utah harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State Entity or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability such limitations of liability will not apply to this section.
36. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity.
37. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
38. **ATTORNEY'S FEES:** INTENTIONALLY DELETED
39. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
40. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED.
41. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limits the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.
42. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
43. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
44. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision Date: 12 December 2019)

DNR Grant
Division Of Water Resources
Performance Metrics and Project Deliverables

Cost Estimate

Item	Description	Unit	Quantity	Unit Price	Amount
1	Traffic Control & SWPPP	LS	1	\$100,000.00	\$100,000.00
2	1" Single Secondary Meter Conversion	EA	77	\$500.00	\$38,500.00
3	Double Secondary Meter Conversion	EA	623	\$500.00	\$311,500.00
4	Additional Depth Over 2 Feet Deep	Extra Foot of Depth	100	\$100.00	\$10,000.00
5	Homeowner 1" Brass Ball Valve	EA	5	\$300.00	\$1,500.00
6	Homeowner Existing Filter Relocation	EA	6	\$300.00	\$1,800.00
7	Remove & Replace 6" Concrete Mow Strip	LF	120	\$50.00	\$6,000.00
8	Remove & Replace 6" Thick Concrete	SF	1200	\$26.25	\$31,500.00
Total				\$ 500,800.00	

Estimated Project Schedule

Milestone	Action	Percent of Project Complete
October/November 2024	Bid/Council Award	0%
December 1, 2024	Notice to Proceed	0%
April 1, 2025	Complete 350 Service Conversions	50%
June 30, 2025	Complete 700 Service Conversions	100%

Metrics

With the \$500,000 the City estimates it can complete 700 pit meter conversions. Of those there are approximately 77 single pit conversions and 623 double pit conversions for a total of 1,323 secondary connections converted with meters.

This represents approximately 13% of the City's total secondary connections

This represents approximately 19% of the City's unmetered secondary connections

Deliverables

City will provide monthly map updates of conversions completed.



COUNCIL AGENDA

November 12, 2024

Agenda Item #10

Authorize Administration to award contract for Secondary Metering Project #2

Factual Summation

The City has received \$500,000.00 in grant funding through the Utah Division of Water Resources for secondary meter pit conversions. Secondary Metering Project #2 was bid out to convert 529 residential services in the Tuscany Meadows, Fremont Estate, Eagle Estates and Eagle's Nest subdivisions.

Schedule: The project will begin once contracts are in place and will be complete by the summer of 2026.

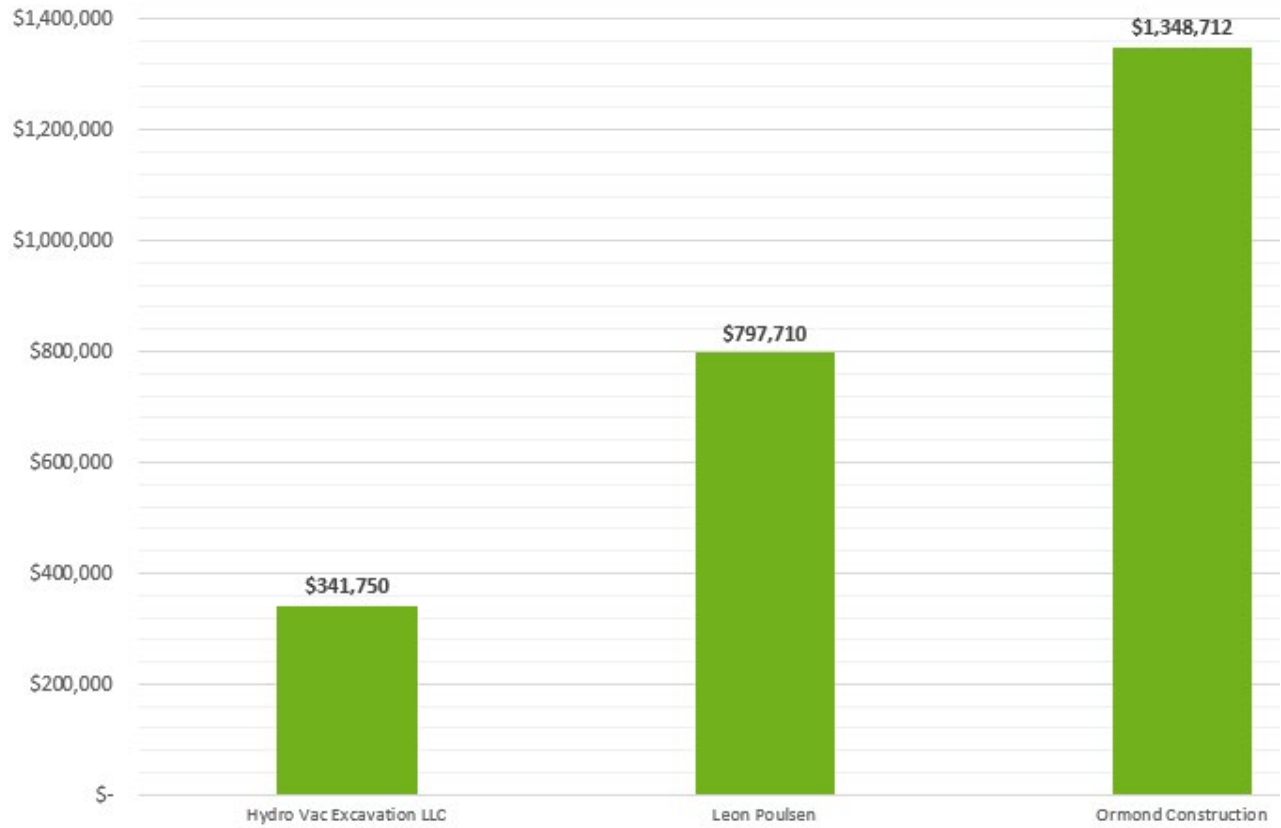
Cost: Bids were opened on October 2, 2024. There were eight plan holders, and three bids were received. The low bidder was Hydro Vac Excavation, LLC. with a total bid amount of \$341,750.00. The funding for this project will be reimbursed through the grant.

This bid amount is under the State bid limit (\$350,000), based on the City's purchasing policy this project is not required to come before Council for award. However, in an effort to maximize the available grant funding, Staff would like to change order on an additional ±\$160,000.00 worth of meter conversions to this project to maximize the \$500,000.00 grant. Given the intent to exceed the bid limit going into the project, Staff felt Council should award the project as if the bid were over the bid limit. The City's purchasing policy does allow bids to be reused for up to one year.

Action Items: Determine whether to award the construction contract for secondary metering project #2 to Hydro Vac Excavation, LLC.

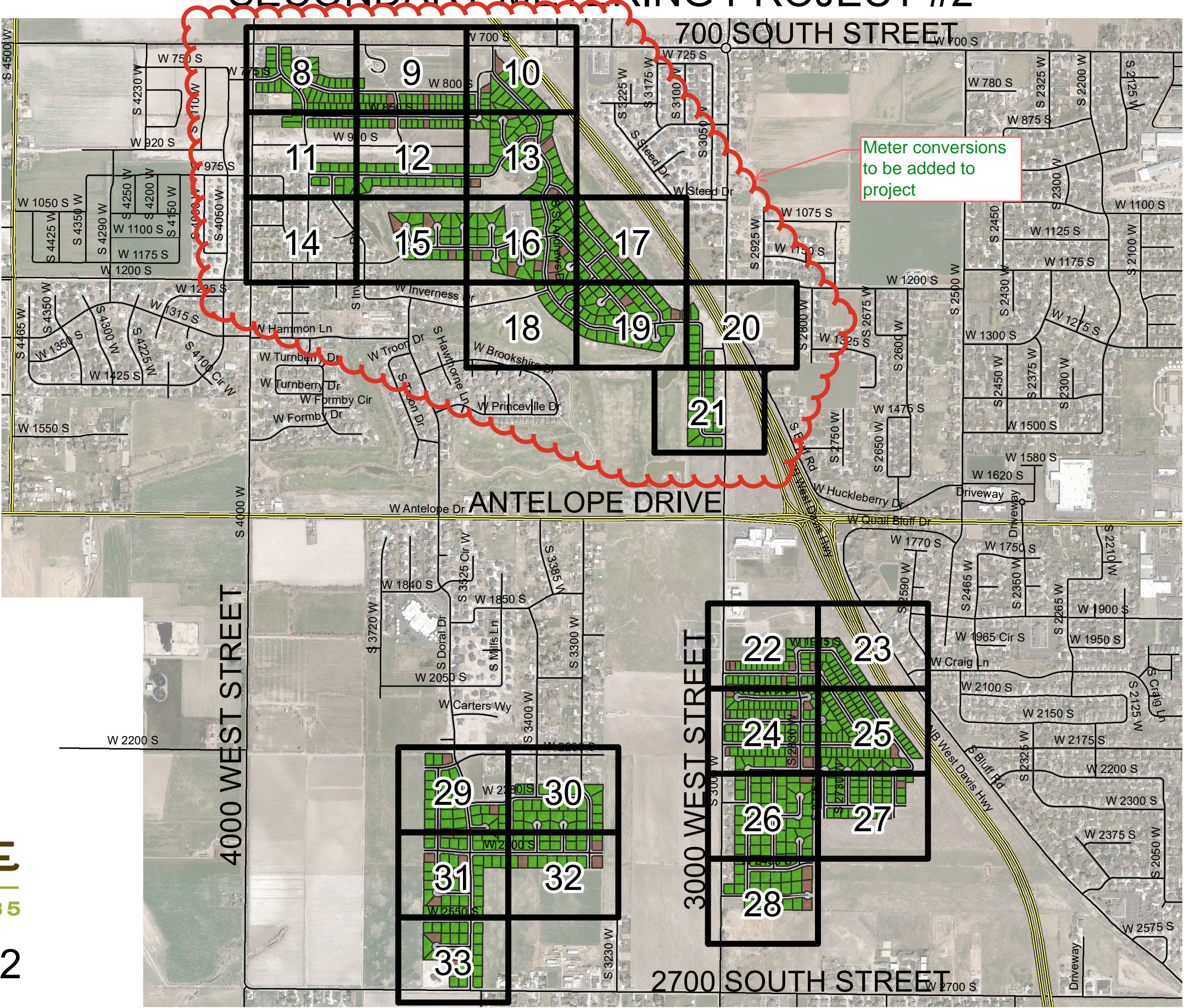


Bid Tabulation
Secondary Metering Project #2



SYRACUSE CITY CORPORATION

SECONDARY METERING PROJECT #2



WO: 2024-12



CITY COUNCIL AGENDA

November 12, 2024

Agenda item #11

Potential Amendment to Ordinance 6.05.050

Summary

The City Council discussed issues surrounding code enforcement during the September 24th and October 22nd work meetings. The council directed staff to draft a proposed amendment to the way civil penalties are administrated. Please find attached draft amendment language.

ORDINANCE 2024-29
AN ORDINANCE AMENDING SMC TITLE 6 CHAPTER 05
ADMINISTRATIVE IMPOSITION OF CIVIL PENALTIES

WHEREAS, SMC Title 6 Chapter 05 governs the administrative process for imposing civil penalties for code violations; and

WHEREAS, current Section 6.05.050 requires the code enforcement officer to issue a civil citation if a notice of violation does not result in corrective action within ten days of the date of the notice of violation; and

WHEREAS, current Section 6.05.050 does not specify whether the alleged violator must verify that the violation has been corrected, or whether the code enforcement officer must verify that the violation has not been corrected; and

WHEREAS, the City Council desires to amend Section 6.05.050 to state that the alleged violator must, within the warning period, verify that the violation has been corrected by submitting photographic evidence of the correction;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. SMC Section 6.05.050 is amended to read as follows.

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

Section 3: This Ordinance shall become effective 10 days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12TH DAY OF NOVEMBER, 2024.

CASSIE Z. BROWN
City Recorder

DAVE MAUGHAN
Mayor

Voting by the Council:

AYE

NAY

Councilmember Carver

Councilmember Cragun

Councilmember Robertson

Councilmember Savage

Councilmember Watson

6.05.050 Failure to comply.

Prior to the expiration of the warning period, the responsible party shall submit photographic evidence to the code enforcement officer proving that the violation has been corrected. If a violation within the City remains uncorrected after expiration of the warning period, the responsible party shall be liable for the civil penalties imposed under such title, chapter, article, or section of this code. Such penalty shall be assessed by the issuance of a citation by the Enforcement Officer. Any penalty assessed herein shall be in addition to such other penalties as may be provided in this code.



SYRACUSE CITY

Syracuse City Council Business Meeting

November 12, 2024 –6:00 p.m.

In-Person Location: Syracuse City Hall, 1979 W. 1900 S.

Electronic Via [Zoom](#)

Connect via telephone: +1-301-715-8592 US, meeting ID: 874 8160 2100

Streamed on Syracuse City [YouTube Channel](#)

1. Meeting called to order.
Invocation or thought
Pledge of Allegiance
Adopt agenda.
2. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. *(Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.gov, by 4:00 p.m. on November 12, 2024. Comments submitted by the deadline will be read for the record of the meeting.)*
3. Approval of Minutes: (2 min.)
 - a. October 8, 2024 City Council Business Meeting
 - b. October 8, 2024 Special Redevelopment Agency Business Meeting
 - c. October 22, 2024 City Council Work Session
4. Proposed Ordinance 2024-28 comprehensively amending existing sections or adopting new sections of the Syracuse Municipal Code related to position of Assistant City Manager. (5 min.)
5. Proposed Resolution R24-41 appointing Stephen Marshall as the Assistant City Manager for Syracuse City. (5 min.)
6. Request to be on the agenda: UTOPIA Fiber annual update presented by CEO Roger Timmerman. (15 min.)
7. Proposed Resolution R24-38 approving the acquisition of Utah Department of Transportation (UDOT) properties. (5 min.)
8. Authorize surplus of four Police Department vehicles. (5 min.)
9. Authorize Administration to execute Water Infrastructure Projects Grant Agreement with Utah Division of Water Resources for installation of secondary water meters. (5 min.)
10. Authorize Administration to award contract for Secondary Water Metering Project #2. (5 min.)
11. Proposed Ordinance 2024-29 amending Syracuse Municipal Code Title Six, Chapter Five pertaining to imposition of civil penalties. (5 min.)
12. Proposed Ordinance 2024-30 amending Syracuse Municipal Code Title Six, Chapter 40 pertaining to noise. (5 min.)
13. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. *(Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.gov, by 4:00 p.m. on November 12, 2024. Comments submitted by the deadline will be read for the record of the meeting.)*
14. Mayor/Council announcements.
15. Discussion items – no action to be taken:
 - a. Review of winter parking regulations. (10 min.)
 - b. Continued discussion regarding recycling program rollout. (10 min.)
16. 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 7th day of November, 2024 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.gov>. A copy was also provided to the Standard-Examiner on November 7, 2024.

CASSIE Z. BROWN, MMC
SYRACUSE CITY RECORDER



COUNCIL AGENDA

November 12, 2024

Submitted by Colin Winchester

Agenda Item #12

Proposed Amendments to Noise Ordinance SMC Title 6, Chapter 40

Factual Summation

- The Council discussed the noise ordinance in its September 24 work meeting and directed staff to propose amendments to the existing noise ordinance.
- The Council discussed the proposed amendments in its October 22 work meeting and, with minor changes, moved the proposals forward to the November 12 business meeting.
- The revised proposed amendments are attached.
- The only change between the version reviewed on October 22 and the attached version is the re-write of Section 6.40.020(R) – the definition of “sound pressure level.” The existing *definition*, which consisted of a scientific formula, has been replaced with a plain English *explanation*.

Discussion Goals

Discuss and vote on the proposed amendments to the noise ordinance.

ORDINANCE 2024-30
AN ORDINANCE AMENDING SMC TITLE 6 CHAPTER 40
NOISE

WHEREAS, SMC Title 6 Chapter 40 governs noise in the City and attempts to balance the generation of sounds that are necessary and routine against disturbances of the convenience and comfort of nearby individuals; and

WHEREAS, current SMC Title 6 Chapter 40 contains a few provisions that are difficult to understand or difficult to enforce; and

WHEREAS, current SMC Title 6 Chapter 40 does not specifically allow for civil citations or civil penalties; and

WHEREAS, the City Council desires to amend SMC Title 6 Chapter 40 to address the above concerns;

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, AS FOLLOWS:

Section 1. Syracuse Municipal Code Title 6 Chapter 40, entitled Noise, is amended to read as follows.

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

Section 3: This Ordinance shall become effective 10 days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12TH DAY OF NOVEMBER, 2024.

CASSIE Z. BROWN
City Recorder

DAVE MAUGHAN
Mayor

Voting by the Council:	AYE	NAY
Councilmember Carver	_____	_____
Councilmember Cragun	_____	_____
Councilmember Robertson	_____	_____
Councilmember Savage	_____	_____
Councilmember Watson	_____	_____

Chapter 6.40 NOISE

Sections:

6.40.010	Noise regulations – Intent.
6.40.020	Definitions.
6.40.030	Specific noise prohibitions during specific hours.
6.40.040	Use district noise levels.
6.40.050	Sound level measurement.
6.40.060	Exemptions.
6.40.070	Noises governed by other laws.
6.40.080	Permits.
6.40.090	Punishment Criminal Violation – Penalty.
6.40.100	Civil Violation – Penalty.

6.40.010 Noise regulations – Intent.

To preserve the tranquility, health and welfare of the community, the City has enacted this chapter. The intent of this chapter is to balance the generation of sounds that are necessary and routine against disturbances of the convenience and comfort of nearby individuals. It is also intended to prevent the generation of noises that are nuisances to the community, whether due to their intensity or longevity.

6.40.020 Definitions.

As used in this chapter:

- (A) “A-weighted sound pressure level,” notated as “dB(A),” means the sound pressure level as measured with a sound level meter using the A-weighted network.
- (B) “Agricultural operations” means the cultivation of crops and husbandry and keeping of farm animals, including the operation of equipment essential to those operations.
- (C) “Continuous sound” means any sound that exists, essentially without interruption, for a period of ~~10~~ five minutes or more.
- (D) “Cyclically varying noise” means any sound that varies in sound level so that the same level is obtained repetitively at reasonably uniform intervals of time.
- (E) “Decibel” means the logarithmic and dimensionless unit of measure often used in describing the amplitude of sound.

(F) “Dynamic braking device” means a device used primarily on trucks for the conversion of an engine from an internal combustion engine to an air compressor for the purpose of braking without the use of wheel brakes, commonly referred to as a ~~“Jacob’s brake”~~ Jacob’s Engine Brake or Jake Brake.

(G) “Emergency work” means work required to restore property to a safe condition following a public calamity, to repair critical utility infrastructure, or to protect persons or property from imminent exposure to danger.

(H) “Emergency vehicle” means a motor vehicle used in response to a public calamity or to protect persons or property from an imminent exposure to danger.

(I) “Impulsive noise” means ~~a noise containing excursions usually less than one second or sound pressure level using fast meter characteristics~~ noise characterized by brief bursts (usually less than one second in duration) of sound pressure which exceed the sound pressure of the ambient environment by more than 10 dB(A).

(J) “Noise disturbance” means any sound that annoys or disturbs a reasonable person with normal sensitivities or that injures or endangers the comfort, repose, health, hearing, peace or safety of another person.

(K) “Noise” means any sound that is unwanted by another person.

(L) “Plainly audible noise” means any noise for which the information content of that noise is unambiguously transferred to the listener, including, but not limited to, the understanding of spoken speech, comprehension of whether a voice is raised or normal, or comprehension of musical rhythms.

(M) “Property boundary” means the imaginary line at the ground surface and its vertical extension that separates the real property owned by one person from that owned by another person.

(N) “Repetitive impulsive noise” means any noise that is composed of impulsive noises that are repeated at sufficiently slow rates such that the sound level meter set at “fast” meter characteristic will show changes in sound pressure level greater than 10 dB(A).

(O) “Sound” means a temporal and spatial oscillation in pressure, or other physical quantity with interval forces that causes compression and rarefaction of the medium, and that propagates at finite speed to distant points.

(P) “Sound level meter” means an instrument, approved for use by the City, that measures sound pressure levels.

(Q) "Sound pressure" means the instantaneous difference between the actual pressure and the average or barometric pressure at a given point in space due to sound.

(R) ~~"Sound pressure level" means 20 times the logarithm to the base 10 of the ratio of the root mean squared (RMS) sound pressure to the reference pressure, which shall be 20 micropascals, and abbreviated LP or SPL.~~ "Sound pressure level" is calculated by a well-established scientific formula and is measured in decibels (dB). Sound pressure level is the measurement of the effective pressure of a sound relative to the threshold of human hearing. The lowest sound pressure level is 0 db. The sound pressure level that causes pain to the human ear, also known as the pain threshold, is approximately 130 dB.

(S) "Stationary noise source" means any device, fixed or movable, that is located or used on property other than a public right-of-way.

6.40.030 Specific noise prohibitions during specific hours.

The following acts are in violation of this chapter if they occur between the hours of 10:00 p.m. and 7:00 a.m. and are plainly audible at the property boundary of the source. On Friday or Saturday evenings, the hours shall begin at 11:00 p.m. A permit or waiver may be obtained to allow relief from the noise restrictions in this chapter, as provided in ~~SCC~~SMC 6.40.080.

(A) Horns and Signaling Devices. The sounding of any horn or signaling device on any truck, automobile, motorcycle or other vehicle, except as a danger warning signal as provided in the motor vehicle code of the State of Utah, or the sounding of any such signaling device for an unnecessary and unreasonable period of time.

(B) Amplified Sound. The use or operation of a loudspeaker or sound amplifying equipment in a fixed or movable position or mounted upon any sound vehicle for the purposes of commercial advertising, giving instructions, directions, talks, addresses, lectures, or the transmission of music or entertainment to any person or assemblage of persons.

(C) Loading Operations. Loading, unloading, opening or otherwise handling boxes, crates, containers, garbage containers or other objects or materials. If loading operations are greater than 200 feet from a residential use, then loading operations may begin at 6:00 a.m.

(D) Construction Work. Operating, or causing to be used or operated, any equipment, machinery or vehicle used in construction, repair, alteration or demolition work on buildings, structures, streets, alleys or appurtenances thereto, unless otherwise provided for by law.

(1) Construction work may begin at 6:00 a.m.;

(2) Construction operation may not exceed the sound level limits for an industrial zone;

(3) ~~Construction on state road projects are subject to the exceptions provided in Section 72-6-112.5(3), Utah Code Annotated 1953, as amended; Certain state transportation projects are exempt from this subsection as provided in Utah Code Section 72-6-112.5; and~~

(4) Exceptions to this subsection may be authorized by the Public Works Director for roadway or infrastructure construction during the nighttime, in order to minimize impacts, or to increase safety to the general public, businesses, and construction workers. Measures shall be identified by the Director to minimize noise levels, their duration, and their placement, particularly considering the proximity of construction to homes.

(E) Domestic Power Equipment. Operating or permitting to be operated any power equipment rated five horsepower or greater, used for home or building repair, grounds maintenance, or residential power generation, including, but not limited to, power saws, sanders, ~~lawn mowers~~ ~~lawnmowers~~, garden equipment, snow removal equipment, or any power equipment which emits a sound pressure level in excess of 74 dB(A) measured at a distance of 50 feet.

(1) Snow removal equipment may be used beginning at 5:00 a.m. on mornings following snow accumulations.

(2) Use of residential power generator equipment during a power outage shall not constitute a violation of this chapter, so long as the sound pressure level does not exceed 80 dB(A), measured at a distance of 50 feet.

(F) Commercial Power Equipment. Operating, or permitting to be operated, any power equipment, except construction equipment used for construction activities, rated more than five horsepower including, but not limited to, chain saws, pavement breakers, chippers or powered hand tools, if such equipment emits a sound pressure level in excess of 82 dB(A) measured at a distance of 50 feet from the source.

(G) Powered Model Mechanical Devices. Flying a model aircraft, car, boat, drone, or other such device powered by an internal combustion engine, whether tethered or not, or the firing or the operation of model rocket vehicles or other similar noise-producing devices.

(H) Garbage Trucks and Compactors. The operation or use of a garbage truck or refuse compacting vehicle that creates a sound pressure level in excess of 74 dB(A) at 50 feet, except that garbage collection may begin at 6:00 a.m.

(I) Bells and Alarms. Sounding, operating or permitting the sounding or operation of an electronically amplified signal from any burglar alarm, bell, chime or clock for longer than five minutes in any hour.

(J) Fixed Siren, Whistles and Horns. Sounding or causing the sounding of any whistle, horn or siren as a signal for commencing or suspending work or for any other purpose except as a sound signal of imminent danger, for longer than five minutes in any hour.

(K) All-Terrain Vehicles and Snowmobiles. Operating an all-terrain vehicle or snowmobile, except as necessary for active agricultural operations in the A-1 or R-1 zones. In no event may an all-terrain vehicle or snowmobile produce sound exceeding 82 dB(A) at 50 feet from the source.

6.40.040 Use district noise levels.

(A) For purposes of this section, “offensive sound” means any sound that exceeds the limits set forth in subsection (B) at least three times in a five-minute period.

(A-B) It shall be a violation of ~~these rules and regulations~~ this chapter for any person to operate or permit the operation of any stationary source of continuous or offensive sound that exceeds the limits set forth for the following zones when measured at the boundary or at any point within a property that is affected by the noise:

Zone Affected	Su – Th: 10:00 p.m. – 7:00 a.m. Fr – Sa: 11:00 p.m. – 7:00 a.m.	Su – Th: 7:00 a.m. – 10:00 p.m. Fr – Sa: 7:00 a.m. – 11:00 p.m.
Residential and Agricultural A-1, R-1, R-2, R-3, R-4, PRD, RPC, NS	50 dB(A)	60 dB(A)
Commercial/Professional GC, PO, BP, RP	55 dB(A)	60 dB(A)
Industrial ID	75 dB(A)	80 dB(A)

(B-C) If a noise source is identified and its noise measured in more than one land use category, the limits of the most restrictive use shall apply at the boundaries between different land use categories.

(C-D) If a stationary sound emits a cyclically varying sound, or ~~repetitive impulse sound~~ repetitive impulsive noise, the limits set forth in subsection (A) of this section shall be reduced by five dB(A).

(D-E) Specific noise or sound pressure levels provided for in other sections of this ~~code~~ chapter shall override the general levels provided in this section.

Sound sources (noise) Examples with distance	Sound pressure Level L_p dB SPL
Jet aircraft, 50 m away	140
Threshold of pain	130
Threshold of discomfort	120
Chainsaw, 1 m distance	110
Disco, 1 m from speaker	100
Diesel truck, 10 m away	90
Kerbside of busy road, 5 m	80
Vacuum cleaner, distance 1 m	70
Conversational speech, 1 m	60
Average home	50
Quiet library	40
Quiet bedroom at night	30
Background in TV studio	20
Rustling leaves in the distance	10
Hearing threshold	0

Figure 1 – This table is provided as a reference only – actual decibel readings vary depending upon amplitude and distance.

6.40.050 Sound level measurement.

- (A) Sound level measurements shall be made with a sound level meter on devices approved by the City.
- (B) Measurements shall be taken on a “per occurrence” basis unless otherwise specified herein.
- (C) The measurement period shall be at least ~~10~~five minutes.

6.40.060 Exemptions.

The following are exempt from noise level regulations:

- (A) Noise and safety signals, warning devices and emergency pressure relief valves;
- (B) Noise resulting from any authorized emergency vehicle when responding to an emergency call or in time of emergency;
- (C) Noise resulting from snowplows engaged in snow removal activities; except as provided in subsection (E), snow removal activities do not include salt, sand, or other material loading or snowplow equipment preparation;
- (D) Noise resulting from emergency work;

- (E) Noise resulting from operations at a City public works facility related to necessary preparation of construction materials, snow removal equipment, or other critical functions;
- (F) Noise resulting from lawful fireworks and noisemakers used for an official holiday or any other celebration which is permitted by Utah State law;
- (G) Unamplified human voices between the hours of 7:00 a.m. and 9:00 p.m.;
- (H) Routine ~~and or~~ customary ringing of bells ~~and or~~ chimes by places of worship or government facilities;
- (I) Any noise resulting from activities of temporary duration permitted by law for which a license or permit has been approved by the City;
- (J) Trains or aircraft operating pursuant to applicable regulations;
- (K) Sporting events at City or school district facilities;
- (L) Agricultural operations in A-1 or R-1 zones; and
- (M) Ordinary engine noises associated with the warming of vehicles in winter months or the idling of vehicles necessary to maintain refrigeration or air conditioning inside of the vehicle or a trailer.

6.40.070 Noises governed by other laws.

The following are regulated by other laws, and are not specifically governed by this chapter:

- (A) The discharge of fireworks, which is governed by ~~Chapter 53-7, Utah Code Annotated 1953, as amended~~ the Utah Fireworks Act.
- (B) Animal nuisances, which are governed by Davis County Code, ~~Chapter 6.16, as amended~~.
- (C) ~~Engine brakes, which are governed by Chapter 11.15 SCC~~ Dynamic braking devices, which are governed by SMC Title 11 Chapter 15.

6.40.080 Permits.

- (A) The City may permit a waiver of the requirements of this ~~code chapter~~ for a temporary event, or on a long-term basis due to undue hardship.
- ~~(1-B)~~ Permits-Waivers for temporary events shall be obtained from the Director of Community and Economic Development, who may prescribe any reasonable conditions or requirements

~~upon a waiver~~ deemed necessary to minimize adverse effects upon a community or the surrounding neighborhood, including a requirement of notice of the event.

(~~2-C~~) Waivers for undue hardship shall be considered by the City Council, after conducting a public hearing on the issue. Neighbors within 300 feet of the proposed location of the waiver shall be notified of the hearing. The City Council may impose reasonable requirements or conditions ~~upon the applicant~~ to minimize the adverse effects upon the community or the surrounding neighborhood.

6.40.090 ~~Punishment~~ Criminal Violation - Penalty.

(A) A criminal violation of this chapter is an infraction, ~~and may be pursued by administrative or criminal processes, subject to a fine of not less than \$100.00.~~

(B) A subsequent criminal violation of this chapter committed within one year of a prior conviction ~~through the criminal process~~ is a Class class C misdemeanor, ~~subject to a fine of not less than \$300.00.~~

6.40.100 Civil Violation – Penalty.

In lieu of criminal proceedings, the City may address any violation of this chapter by issuing a civil citation with or without first issuing a notice of violation. Fines shall be established by the City Council. Individuals and business entities to whom civil citations are issued shall, within 20 days of the date of the citation, either pay the fine or file an appeal pursuant to SMC 6.05.110.



COUNCIL AGENDA

November 12, 2024

Agenda Item 15a Winter Parking Discussion

Factual Summation

- Any questions regarding this agenda item may be directed to City Manager Brody Bovero, Chief Garret Atkin, or Public Works Director Robert Whiteley.
- This agenda item is for discussion only.

Chief Atkin conducted an assessment of winter parking ordinances for cities in Davis and Weber counties. The information was broken down into two categories. First, ordinances that restrict on-street parking when it is snowing or when the need for snow removal is imminent. Second, ordinances that set date and time ranges when parking on the street is automatically illegal. For cities that take the first perspective, some added times around the storm. For example, some ordinances say 12 hours before the storm and 24 hours after the storm. (Chief Atkin and Director Whiteley agree that ordinances with those types of timeframes may be difficult to comply with and enforce.) For cities that take the second perspective, the ordinances still had caveats that it is illegal to park on the street when it is snowing, or snow needs to be removed. Most cities in Davis County take the second perspective; the cities in Weber County are more evenly split. In Davis County the most common timeframe for parking restrictions is midnight to 06:00; the most common date range starts in November and concludes at the end of February.

In February 2021, the Council changed Syracuse City's winter parking ordinance from restricted on-street parking when it was snowing or when the need for snow removal was imminent to its current form with set date and time restrictions.

Chief Atkin also looked for studies related to winter parking ordinances. He found three items that may be of interest to the Council.

1. This is a study from the city of Cold Springs (unknown state). This item is referenced because Cold Springs had an idea that Syracuse does not allow, but the Council may want to consider it. Cold Springs allows residents without adequate driveway space to park in their front yards during the winter.
 - If the Council is interested in this option, it would require a change to City Code 10.40.030(C)(1).

2. This is a study from Clearfield, Utah, that was done in September 2022. A policy question for this study was, “How should Clearfield regulate on-street parking during winter months when snowplowing can pose a risk to vehicles parked on-street?” The company that performed the study recommended Clearfield City identify “snow routes.” These are roads, such as arterial and collector roads, where parking during snow events would not be allowed. Parking would be allowed on streets that are “primarily for local-use purposes.” The company suggested this change would focus snowplowing efforts on “essential connectivity and/or throughput, and thus accepts that local streets may not be cleared as well.” Clearfield City did not adopt the recommendation but changed its parking restriction date from November 1 to November 15 following this study and public input.
3. The final item is a 2023 FlashVote from Ogden City in which they polled residents to gather feedback about winter parking. Most respondents (67%) felt that having better snow removal on their street was more important than being able to park their car on the street in the winter (25%). Approximately 30% of respondents, when asked where they would park if parking on the street was illegal, indicated they did not know, were unsure, or would park on the sidewalk. Additionally, most respondents (75%) felt parking should be restricted only when it is snowing, or when snow plowing is imminent.

Discussion Goals

1. Based on the latest research contained in the packet, discuss which measures should be considered for winter parking regulation and enforcement.
2. Provide direction to the Administration on any changes that need to be made regarding winter parking.

City	Source	During Snow or Times When Streets Need To Be Cleared	Set Date Range	Note
DAVIS COUNTY				
North Salt Lake	City Code 6.2.7(F)	X		
Woods Cross	City Code 14.15.015	X		
West Bountiful	City Code 10.12.020(1)(c)	X		
Bountiful	City Code 13.1.103(a)(1)		X	02:00 - 06:00 November - March
Centerville	City Code 14.06.010		X	midnight - 06:00 December - March
Farmington	City Code 14.5.010		X	01:00 - 07:00 November 15 - February
Fruit Heights	City Code 6.1.4(M)		X	midnight - 08:00 November - March
Kaysville	City Code 6.2b.4(8)		X	midnight - 06:00 November - February
Layton	City Code 10.6.2.010		X	01:00 - 06:00 December - February
Clearfield	City Code 7.3.22		X	midnight - 05:00 November 15 - February
West Point	City Code 10.05.050		X	I did not find anything specific to snow removal or winter parking. This ordinance indicates it is illegal to park on the street in West Point any day during the hours of 01:00 - 06:00.
Clinton	City Code 16.17.19		X	midnight - 07:00 November 15 - March 15
Sunset	City Code 6.1.3(C)		X	midnight - 07:00 November 15 - March 15

WEBER COUNTY				
Roy	6.2.1(A)(5)	X		
Riverdale	6.4.4	X		
Ogden	10.5.21(A)	X		
North Ogden	7.3.4(B)		X	midnight - 06:00 November 15 - March 15
South Ogden	6.1.5	X		12 hours before a storm to 24 hours after streets have been plowed. (Sounds like an enforcement nightmare)
Pleasant View	10.16.030	X		
Harrisville	6.07.030		X	midnight - 07:00 November - March
West Haven	71.09(A)(1)	X		12 hours before a storm until streets have been plowed. (Sounds like an enforcement nightmare)
Plain City	6.1.3(H)(1)(a)		X	01:00 - 05:00 November - March 15
Farr West	10.04.080		X	23:00 - 09:00 December - February
Washington Terrace	10.16.020		X	01:00 - 05:00 December - February
Uintah	6.2.1(C)(1)		X	01:00 - 08:00 December - February
Marriott-Slaterville	10.07.030		X	midnight - 07:00 November - March
Hooper	6.6.2	X		
Liberty	I could not find any informaiton			
Huntsville	I could not find any informaiton			
Eden	I could not find any informaiton			

(2) The right to file an appeal, the deadline for the request to appeal, and the address to which a notice of appeal may be sent;

(3) The effect of failure to timely pay or appeal the fee.

(E) A person who fails to appeal the citation within 10 business days of the date the citation was issued waives their right to challenge the action taken. [Ord. 17-19 (Exh. A).]

11.20.040 Appeals.

(A) The person named on the citation may file an appeal by providing written notice of appeal to the City Recorder within 10 business days of the citation's issuance. The appeal hearing shall be before a Hearing Officer. Hearings shall be conducted as provided in Chapter [6.20](#) SCC. The notice of appeal must be accompanied by the notice of violation or citation and by a filing fee established by the City's fee schedule.

(B) *Repealed by Ord. 23-12.*

(C) Participants shall be entitled to be heard and present evidence, to call and cross-examine witnesses, and to be represented by an attorney.

(D) The City shall bear the burden of establishing the parking violation by a preponderance of the evidence.

(E) It is not a defense that the registered owner did not personally park the vehicle, unless, at the time the vehicle was ticketed:

(1) The vehicle was reported as stolen; or

(2) The person receiving the citation was no longer the owner, and ownership was transferred to another individual at least seven days prior to the ticket issuance.

(F) Appeals from the Hearing Officer determination are made by filing an appeal of an administrative action with the 2nd District Court of Utah. District court review is a record review, and the decision of the Justice Court shall be upheld unless it is not supported by substantial evidence or it is capricious or illegal. [Ord. 23-12 § 1 (Exh. A); Ord. 17-19 (Exh. A).]

11.20.050 Off-street parking during winter months.

Between the dates of November 15th and March 15th, it shall be unlawful to park any vehicle or allow a vehicle to remain parked within the public right-of-way of any street within the corporate limits of Syracuse City:

(A) At any time during the accumulation or removal of snow; or

(B) Between the hours of 12:00 a.m. and 6:00 a.m. [Ord. 23-01 § 1 (Exh. A); Ord. 21-05 § 1 (Exh. A); Ord. 17-19 (Exh. A); Ord. 16-22 § 1 (Exh. A); Ord. 10-01 § 1; Ord. 06-08 § 1; Code 1971 § 11-4-1. Formerly 11.20.020.]

11.20.060 Parking of heavy duty vehicles.

(A) The driver of a motor vehicle having a total gross weight, loaded or unloaded, in excess of 26,000 pounds, or having a total length in excess of 24 feet from the most forward point of the vehicle or its load to the most rear point of said vehicle or its load, shall not park said vehicle or allow it to stand upon any City street or public right-of-way for longer than two hours.

(B) The driver of a motor vehicle having a total gross weight, loaded or unloaded, in excess of 10,000 pounds and less than 26,000 pounds, or having a total length between 20 feet and 24 feet, from the most forward point of the vehicle or its load to the most rear point of said vehicle or its load, shall not park said vehicle or allow it to stand upon any City street or public right-of-way for longer than 24 hours.

(C) In determining the total gross weight or total length as provided in this section, the length or weight of a trailer connected or attached to or in tandem with the motor vehicle shall also be included in making such determination. [Ord. 21-05 § 1 (Exh. A); Ord. 17-19 (Exh. A); Ord. 16-22 § 1 (Exh. A); Ord. 06-08 § 1; Code 1971 § 11-4-2. Formerly 11.20.030.]

11.20.070 Parking of trailers, recreational vehicles.

(A) It shall be unlawful for any person or business to park, place, store, or otherwise leave standing on any public street, public roadway, public alley or City property any unattached trailer of any type, whether for the occupancy of people, storage of items or for towing purposes; any boat, whether the same is loaded or not on an unattached trailer or otherwise; any camper not mounted on a vehicle; any motor home or mini motor home of any length; and any combination of a pulling or towing vehicle with an attached trailer for a period longer than 24 hours.

(B) Such vehicle shall be considered to be in violation of this section if parked in any one location for longer than 24 hours, or if the vehicle has been parked in public right-of-way or streets in one or more locations within Syracuse City for longer than 24 hours, except that a permit may be obtained from the Police Department for a period not to exceed seven days for out-of-town visitors.

(C) Parking of any such trailer or recreational vehicle on private property must not impede visibility of sidewalks and streets from adjacent driveways, nor impede vision on a corner lot for a distance of 40 feet from each of the intersecting streets.

(B) Location of Off-Street Parking. Parking [areas](#), as required by this chapter, shall be hard surfaces located on the same lot as the main [building](#) or [structure](#). However, in cases other than a [dwelling](#) where, due to size or location, the land owner cannot provide the required parking on site, they may provide such parking on other property not more than 300 feet from the nearest point of the main parcel, provided the off-site location would not require persons to cross a [public street](#).

(C) Prohibited Locations.

(1) It shall be unlawful to park a motor vehicle, trailer, or boat in a [front yard](#) or [side yard](#), as defined in SCC [10.10.040](#), on any residential property, except as provided in subsections (C)(4) and (5) of this section.

(2) On any property:

(a) Located within a [zone](#) other than a residential or agricultural [zone](#), it shall be unlawful to park a motor vehicle, trailer or boat, except in [areas](#) improved for parking;

(b) Which is undeveloped and located within a residential or agricultural [zone](#), it shall be lawful to park a motor vehicle, trailer or boat on that parcel, so long as grass and weeds on the parcel are maintained to a height below six inches.

(3) No one shall develop any portion of a [front yard](#), as required in this title, as a [public](#) parking [area](#) in conjunction with a permitted multifamily, commercial, or industrial [use](#) without approval at [site plan](#) review.

(4) No one shall pave or improve any portion of a required [front yard](#), other than approved parking and driveways leading directly to or adjacent to a garage, so as to encourage or make possible the parking of vehicles therein. Residents may [use](#) paved driveways leading directly to or adjacent to a garage as an approved parking [area](#) for additional vehicles to meet the requirements of this chapter. This section shall not be interpreted to prohibit the establishment of semi-circular, pull-through or hammerhead pull-out driveways, as provided in SCC [8.10.200](#).

(5) On residential properties, vehicles and trailers may be parked in the [side yard](#), as defined in SCC [10.10.040](#). Additionally, [side yard](#) parking for [corner lots](#) may only occur if an opaque [fence](#) of at least six feet in height separates the parked vehicle from the right-of-way running along the side of the [corner lot](#).

(6) The provisions of this section do not prohibit the parking of vehicles or equipment kept for agricultural [use](#) in any [yard](#) area of properties in the A-1 or R-1 [zones](#).



Survey Results: Snow Removal and Parking

Survey Info - This survey was sent on behalf of the City of Ogden to the FlashVote community for Ogden, UT.

These FlashVote results are shared with local officials

326

Total Participants

250 of 457 initially invited (55%)

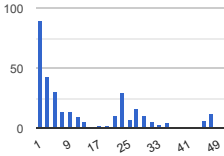
76 others

Margin of error: ± 6%

Applied Filter:

Locals only

Response Time (hours)



Started:

Nov 28, 2023 11:16am MST

Ended:

Nov 30, 2023 11:17am MST

Target Participants:

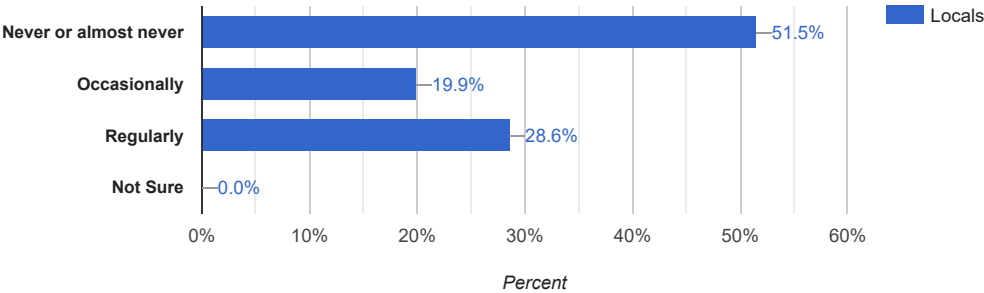
All Ogden

Q1

In the last 12 months, about how often have you or your household parked one or more cars on your street overnight?

(206 responses by locals)

Options	Locals (206)
Never or almost never	51.5% (106)
Occasionally	19.9% (41)
Regularly	28.6% (59)
Not Sure	0.0% (0)



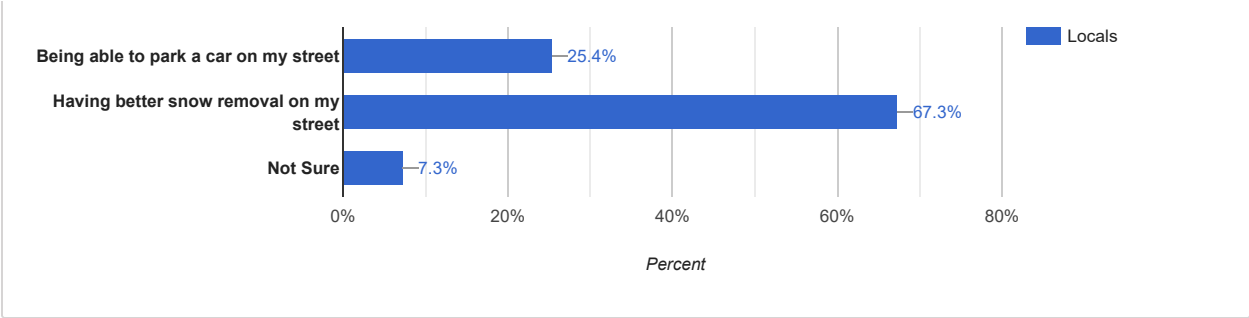
Q2

The City of Ogden could improve snow removal and increase safety in the community by requiring residents to move their cars off streets during certain times in the winter.

Which is more important to you in the winter, where you live?

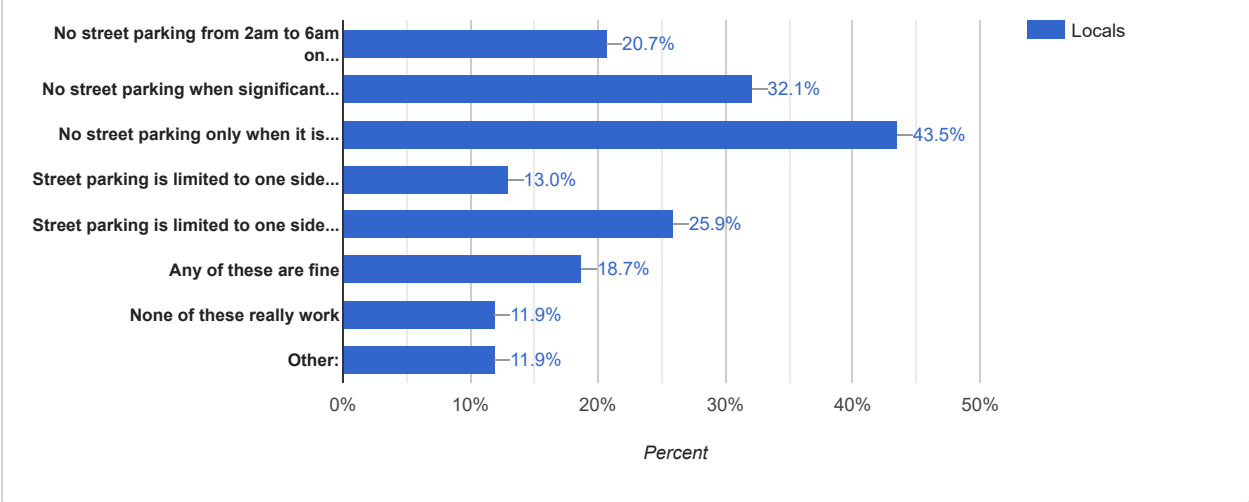
(205 responses by locals)

Options	Locals (205)
Being able to park a car on my street	25.4% (52)
Having better snow removal on my street	67.3% (138)
Not Sure	7.3% (15)



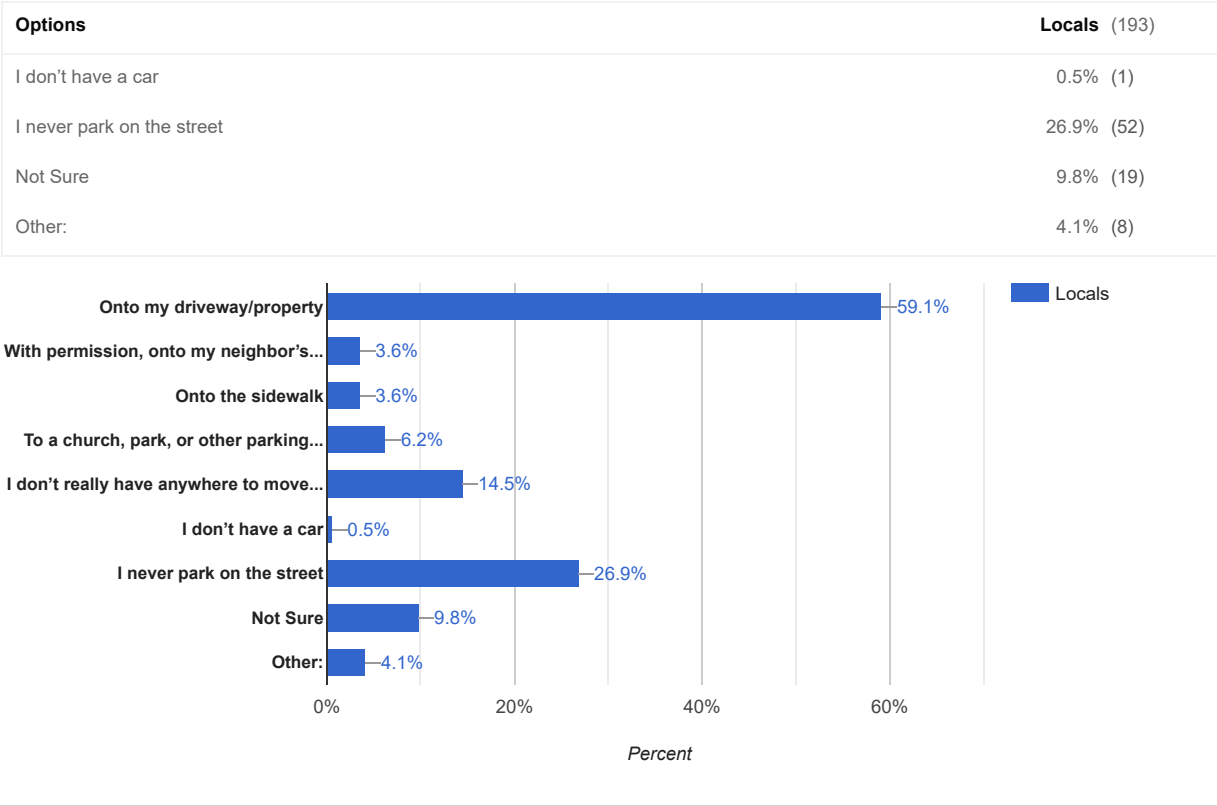
Q3 If the City were to restrict parking during the winter (November 1 to March 15), which of the following potential rules would be best for your household, if any? (You can choose up to THREE)
(193 responses by locals)

Options	Locals (193)
No street parking from 2am to 6am on any day between November 1 and March 15	20.7% (40)
No street parking when significant snow is forecast within 24 hours	32.1% (62)
No street parking only when it is snowing or within 24 hours after a snowstorm	43.5% (84)
Street parking is limited to one side of the street when significant snow is forecast within 24 hours	13.0% (25)
Street parking is limited to one side of the street when it is snowing or within 24 hours after a snowstorm	25.9% (50)
Any of these are fine	18.7% (36)
None of these really work	11.9% (23)
Other:	11.9% (23)



Q4 If the City required you to move your car(s) off the street during the winter, where would you move your car? (Choose all that apply, if any)
(193 responses by locals)

Options	Locals (193)
Onto my driveway/property	59.1% (114)
With permission, onto my neighbor's property	3.6% (7)
Onto the sidewalk	3.6% (7)
To a church, park, or other parking lot near my home	6.2% (12)
I don't really have anywhere to move my car(s)	14.5% (28)



Q5 Any other comments or suggestions about snow removal or parking in winter?
(84 responses by locals)



Thanks for the survey and taking the initiative to ask how we (residents) feel about this. I would love to see more surveys like this on similar topics. Like we would love to know ahead of time when the street sweeper is scheduled so we can make sure our cars aren't on the street.

Nice idea, hard to implement with older homes with single wide driveways.

Can you Please stop plowing snow into my driveway???? In every other place I've lived the plows turn and don't drown the driveways in snow but for some reason that respect is not given in Ogden. How my driveway gets filled with snow from the plows after every storm is a much bigger problem than parking on the street for me as I have to shovel all of the snow. Also there was a new plow driver in my neighborhood last year that was driving way too fast (even for non snowy conditions in a residential neighborhood) and it was very unsafe.

If people refuse to move their cars from the street have their cars towed away

We recently moved and now have a garage and driveway. But in our old neighborhood in Ogden, where we lived for 10 years, several neighbors did not have enough space to park 1-2 cars off the street. Our neighbor next door had nowhere to park but on the street. Strict rules about on-street parking should consider the negative impact on residents with less money. Not everyone can afford a place with a big driveway, a garage or both. I think residents can probably find other places to park during and immediately after active snowstorms, but please know there are a range of options, including that some people don't have but one, and that's on the street.

Its should be enforced more all year round. In the fall when the leaves have fallen would be nice to have street sweepers clean as well. Or when coming up to a stop sign and cant see around then corner from a big truck parked there.

I prefer no parking in the street ever, if there is room in the driveways. It is a hazard. My home doesn't get snow removal because of my neighbors cars or trailer.

Whatever you decide, please enforce.

Please be considerate of creating berms in front of driveways, especially when the other side of the street has no driveways.

The apartments I live in don't have parking for everyone that lives here. There are always cars parked in the street. It would be rough to have restrictions on street parking. I'm not sure what some people would do.

[Additional survey reports](#)



COUNCIL AGENDA

November 12, 2024

Agenda Item #15b

Continued Discussion on Recycling Program Rollout.

Background

This memo outlines key considerations and proposed options for a curbside recycling program in the City. The program includes decisions on recycling can ownership and management, service frequency, service type options, and additional operational aspects. It should be noted that the City will receive a rebate on landfill costs based on the tonnage of recycling material diverted from the waste stream into the landfill. The City aims to ensure a recycling program is efficient, cost-effective, and meets the needs of the community.

1. Recycling Can Ownership and Management

- a. For simplicity and logistical reasons, and based on previous feedback from the Council, it is proposed that the city both own and manage the cans in order to streamline control and accountability.
- b. City ownership provides more control over service levels and quality. If the hauler owns the cans, the City will act as an intermediary between residents and the hauler, adding administrative burden without full control over services.
- c. **Technology:** Recycling cans would be equipped with RFID to enable more efficient management.

2. Proposed Service Frequency

- The typical schedule for recycling pick up is bi-weekly (every other week) to balance efficiency and cost-effectiveness with trash service.

3. Service Type Options

In our September work session, the City Council indicated they would like to move forward with a bundled service option.

A. Bundled Service

- Customers pay a set fee regardless of whether they use recycling and green waste services.
- **Considerations:**

- Customers could elect to refuse the recycling cans, however, the bundled fee would remain the same.
- Green waste collection would not be part of the bundled service. However, the City Council would like to promote the program with the rollout of the recycling program.
- Townhomes have limited space for can storage and placement, so multiple cans may not be possible. We recommend that all townhomes with 3 or more units attached or homes that have 3 or more units that share a private driveway, that they be excluded from the bundled service. We would still allow them to opt in if desired.
- **Projected Impact:** We estimate that out of 10,000 residences that currently have regular waste, 9,200 would be included in the bundled service. We have identified 800 townhomes or multifamily units that would be excluded based upon the previous bullet point.

4. Commercial and Apartment Operations

- Similar to garbage pickup, recycling services for commercial businesses and apartments operate separately and not be managed through the City's residential recycling program.

5. Grant Opportunities

- The City has access to grant funding to offset costs. Wasatch Integrated can assist with purchasing cans at \$15 per can through The Recycling Partnership. This would be reimbursed to the city after we purchase the recycling cans.

6. Hardship Policy

- A hardship policy may be necessary with the Bundled Service option. One option is to mirror the State of Utah Heat program and Utah State Courts legal assistance which states that families under 150% of the poverty level could qualify for a hardship waiver. Here is a sample table from the HEAT program:

FEDERAL POVERTY LEVEL (FPL) & MONTHLY INCOME LIMITS
Effective 3/1/2024

Household Size	100% of Poverty	150% of Poverty HEAT/HELP	Household Size	100% of Poverty	150% of Poverty HEAT/HELP
1	\$1,255	\$1,883	8	\$4,394	\$6,590
2	\$1,704	\$2,555	9	\$4,842	\$7,263
3	\$2,152	\$3,228	10	\$5,290	\$7,935
4	\$2,600	\$3,900	11	\$5,739	\$8,608
5	\$3,049	\$4,573	12	\$6,187	\$9,280
6	\$3,497	\$5,245	13	\$6,635	\$9,953
7	\$3,945	\$5,918	14	\$7,084	\$10,625
			Family over eight, add \$		\$673

7. Pricing Structure

- Pricing for a recycling can would cost between \$3.50 and \$4.00. This is an estimated cost based on 9,200 services.
- We would create a new bundled service which would include one black can (regular household waste) and one blue can (recycling). Additional cans would be available for an added cost.
- What would be the maximum number of cans the city council would allow at a residence? Total number of black, green, and blue?
- Estimated Costs:
 - 10,000 recycling cans including freight = \$600,000
 - Assembly and Delivery by Rehrig = \$45,000
 - Vision software to track RFID's = \$11,800
 - Total cost included in budget opening = \$660,000
 - Grant Reimbursement = \$150,000
- Does the council want to retrofit all black and green cans with RFID stickers?
 - This would be an additional cost to the city.

8. Rollout Plan

- **Pre-rollout Education:** A public education campaign should begin 3-6 months prior to the program's launch to ensure community awareness and understanding.
- **Implementation Date:** In order to get all contracts, materials, and education campaign in place, the suggested timing of rolling out the new program is April 2025.

Discussion Goals

Discuss the various considerations regarding the recycling program and provide guidance to the Administration on next steps.