



SYRACUSE CITY

Syracuse City Council Work Session Agenda

April 22, 2025 – 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: 818 3337 0417

Streamed on Syracuse City [YouTube Channel](#)

- a. Meeting called to order.
- b. 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 April 22, 2025. Comments submitted by the deadline will be read for the record of the meeting.)*
- c. Report from Syracuse City Victim Advocate. (10 min.)
- d. Planning items:
 1. Recommendation from Planning Commission: application for zone change for property located at 2800 S. 1400 W., Agriculture (A-1) to Residential (R-2), applicant Chase Stevenson. (10 min.)
 2. Recommendation from Planning Commission: application for General Plan amendment and zone change for property located at 2000 W. 2700 S., Residential (R-1) to Residential (R-3), applicant Chazco Holdings, LLC. (10 min.)
 3. Continued discussion - recommendation from Planning Commission: application for zone change for property located at 2550 W. 700 S., Residential (R-1) to Agricultural (A-1). (10 min.)
 4. Request from Councilmember Carver to consider proposed text amendment to Section 10.30.090 of the Syracuse Municipal Code (SMC) pertaining to Agricultural Protection Areas. (5 min.)
- e. Review and discussion of proposed Dispatch Services Agreement for Fiscal Year (FY) 2026. (5 min.)
- f. Review and discussion of proposed amendments to the Syracuse City Personnel Policy and Procedures Manual. (15 min.)
- g. Discussion to finalize key results and key performance indicators (KPIs) for City Vision Statements. (15 min.)
- h. Discussion regarding proposed Fiscal Year (FY) 2025-2026 budget. (30 min.)
 1. Discussion on consideration of property tax rate.
 2. Discussion of Recruitment & Retention Policy.
 3. Discussion regarding open positions in the Police Department.
- i. 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 17<sup>th</sup> day of April 2025 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 April 17, 2025.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

## April 22, 2025

Agenda Item “c”

Victim Advocate Presentation

### ***Factual Summation***

- Question regarding this agenda item may be directed to Celeste Hopkins or Colin Winchester.
- One requirement of our participation in the Victims of Crime Act (VOCA) grant is that the advocate provide semi-annual updates to the Council on the program.
- Celeste Hopkins serves as the victim advocate in Syracuse and Clinton and Sunset. All three cities share financially in the local match requirements of the VOCA grant.

### ***Discussion Goals***

The following items outline the goals of this discussion:

1. Receive information regarding the victim advocate program for Syracuse City.
2. Ask questions of Celeste related to the program.



# COUNCIL AGENDA

April 22, 2025

## Agenda item "d.1"

## Proposed Rezone Located 2800 S 1400 W

### Summary

The city has received a rezone application from Chase Stevenson of Chase Stevenson Construction, Inc. He is requesting to rezone approximately 2.445 acres from the A-1 to R-2 zone. The request includes one parcel. Parcel owner is listed as Robert J Stevenson and William G Van Dyke with a PO box in Layton Utah. The property is located approximately 2800 South 1400 West. The applicant provided the following reasons for the requested rezone: 'To rezone from agriculture to R-2 for a cul-de-sac with 7-8 single family homes'.

### Context

The property is located in a residential area south of 2700 S (Gordon), east of the old RC Willey location, and west of Bluff Ridge Elementary. The property is surrounded with mostly quarter acre single family lots on the east, south, and west. North of the property there are two, large lot single family homes that separate the property from 2700 S. West of the property is a stub road that was created to provide access to future development. East of the property, there is also a stub road, but is separated by two private properties. It appears that the property is currently being used as grass for horses and is enclosed with a three rail fence.

### Current Zoning

The current zoning is A-1 agriculture. The A-1 zone caps density at .5 lots per acre. There is not sufficient acreage to subdivide in the A-1 zone. (2.554 acres x .5 lots per acre = 1.277 lots.) The requested R-2 zone allows up to 3 lots per acre. Under those densities, there could be as many as 7 lots. (2.554 acres x 3 lots per acre = 7.662 lots). Zoning to the south, west, and east is already R-2 zone. Zoning to the north and directly to the west is A-1.

### General Plan

The property is general planned for 'Low Density Residential' which is congruent with the requested zoning of R-2. The property to the north is general planned for 'Medium Density Residential' because of the frontage on the arterial road.

### Approval Standards

Ordinance 10.20.070 explains that a decision to amend the zoning map is a matter of legislative discretion by the City Council and not controlled by any one standard. However, such changes shall be consistent with the current general plan and in making an amendment, the City Council should also consider:

- (1) Whether it would be harmonious with the overall character of existing development in the vicinity of the subject property, or in cases of text amendments, in areas governed by the amended text;
- (2) Whether it would be consistent with the standards of any applicable overlay zone and, in cases of text amendments, harmonious with areas governed by the amended text;
- (3) The extent to which it may adversely affect adjacent property; and
- (4) The adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protections, schools, storm water drains, water supplies, and waste water and refuse collection.

### *Process*

As explained in 10.20.070 (D)(3-4), Planning Commission is the advisory body to the City Council for zoning map amendments. The Planning Commission is required to hold a public hearing and forward a recommendation to approve, approve with modifications, or deny the request. The Planning Commission held a public hearing and discussed the item on 3/18/25. They are forwarding a unanimous recommendation to approve. The City Council will then review the recommendation and make a decision. During the public meeting the City Council can approve, approve with modifications, or deny the proposal.

### *Attachments*

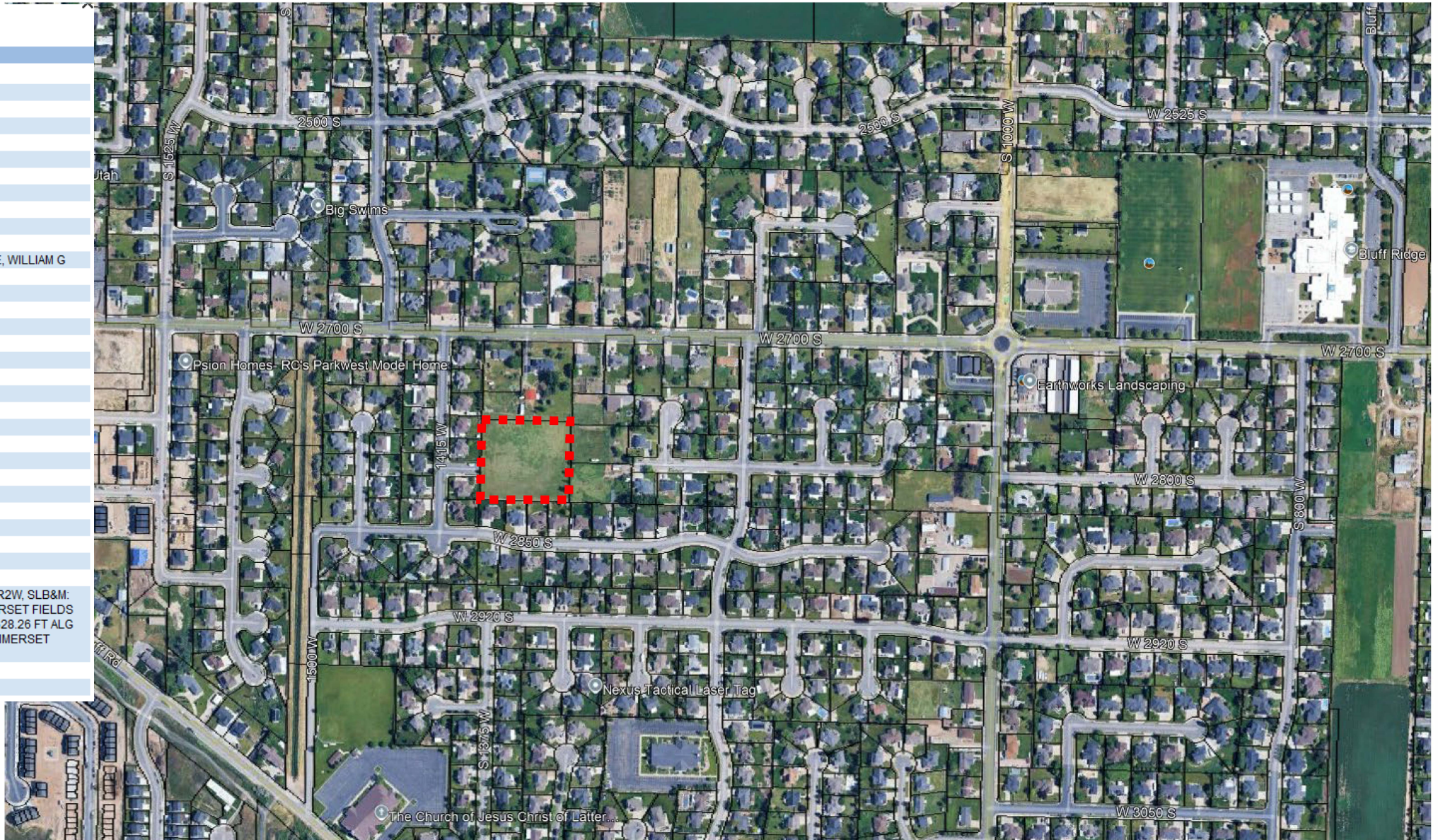
Vicinity Map

Existing and Proposed Zoning Map

General Plan Map



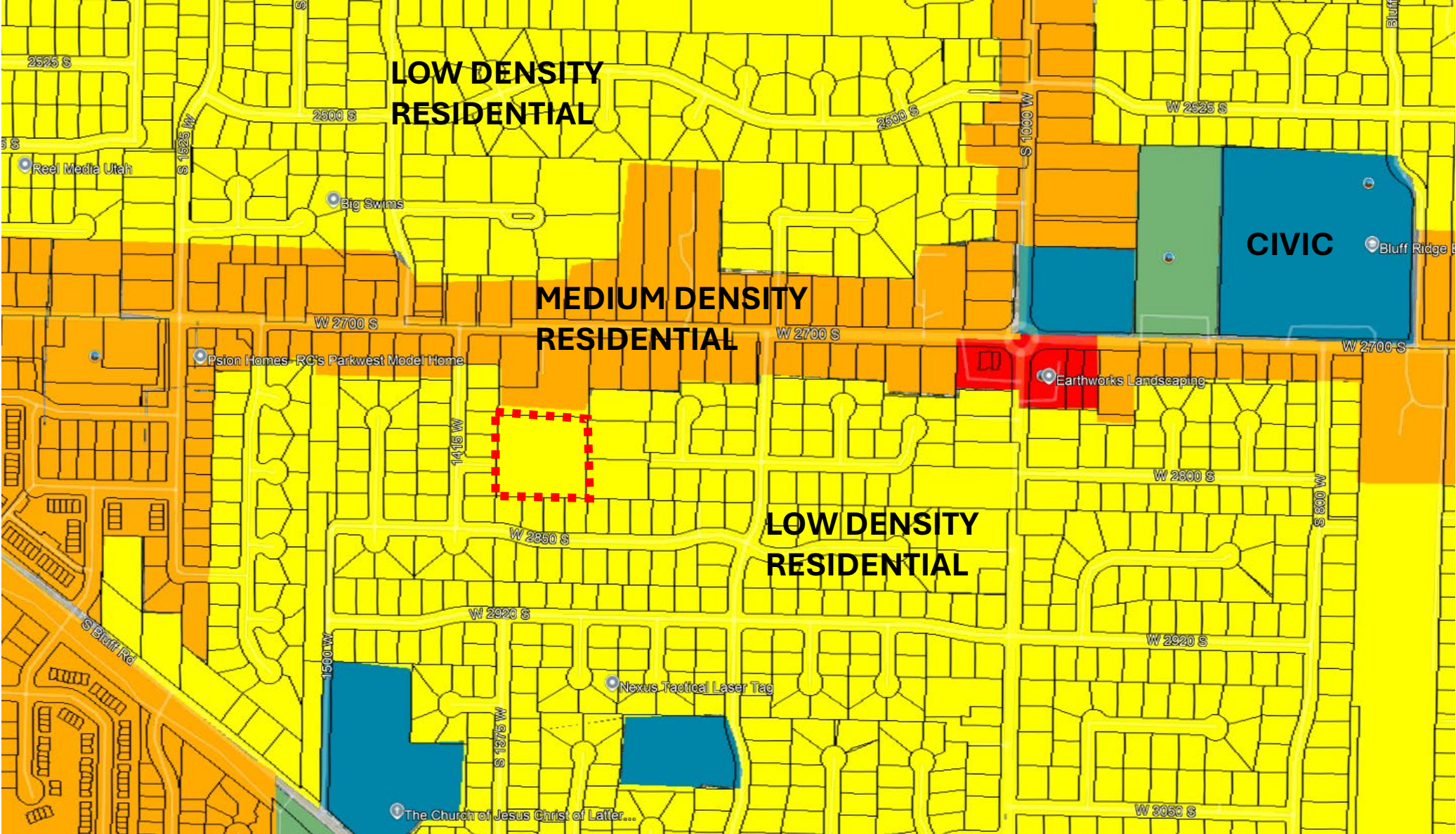
|            |                                                                                                                                                                                                                    |
|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 121040182  |                                                                                                                                                                                                                    |
| FID        | 9427                                                                                                                                                                                                               |
| ParcelTaxI | 121040182                                                                                                                                                                                                          |
| DedSubPlat | 0                                                                                                                                                                                                                  |
| DedSubShee | 1                                                                                                                                                                                                                  |
| ParcelClas | R                                                                                                                                                                                                                  |
| ParcelTaxB | 12104                                                                                                                                                                                                              |
| DedSubPl_1 |                                                                                                                                                                                                                    |
| QuarterSec | 12-104-1                                                                                                                                                                                                           |
| DedSubScal | 0                                                                                                                                                                                                                  |
| DedSubLott |                                                                                                                                                                                                                    |
| IsPrivate  | N                                                                                                                                                                                                                  |
| ParcelOwne | STEVENSON, ROBERT J AND VAN DYKE, WILLIAM G                                                                                                                                                                        |
| ParcelOw_1 | PO BOX 1197                                                                                                                                                                                                        |
| ParcelOw_2 |                                                                                                                                                                                                                    |
| ParcelOw_3 |                                                                                                                                                                                                                    |
| ParcelOw_4 | LAYTON                                                                                                                                                                                                             |
| ParcelOw_5 | UT                                                                                                                                                                                                                 |
| ParcelOw_6 | 84041                                                                                                                                                                                                              |
| ParcelOw_7 |                                                                                                                                                                                                                    |
| ParcelSitu | 0                                                                                                                                                                                                                  |
| ParcelSi_1 |                                                                                                                                                                                                                    |
| ParcelSi_2 |                                                                                                                                                                                                                    |
| ParcelSi_3 |                                                                                                                                                                                                                    |
| ParcelSi_4 |                                                                                                                                                                                                                    |
| ParcelSi_5 |                                                                                                                                                                                                                    |
| ParcelSi_6 |                                                                                                                                                                                                                    |
| ParcelSi_7 |                                                                                                                                                                                                                    |
| ParcelSi_8 |                                                                                                                                                                                                                    |
| ParcelFull |                                                                                                                                                                                                                    |
| ParcelAcre | 2.554                                                                                                                                                                                                              |
| ParcelTaxD | 54                                                                                                                                                                                                                 |
| ParcelLega | A PART OF THE NE 1/4 OF SEC 22-T4N-R2W, SLB&M:<br>BEG AT APT ON THE E LINE OF SUMMERSET FIELDS<br>SUB PH 1, SD PT BEING N 89°57'44" E 628.26 FT ALG<br>THE SEC LINE TO THE NE COR OF SUMMERSET<br>FIELDS (Cont...) |
| SHAPE_Leng | 1336.13644                                                                                                                                                                                                         |
| SHAPE_Area | 111249.018853                                                                                                                                                                                                      |





The map displays a residential neighborhood with several zoning districts. The 'R-2' district is located in the upper left, 'R-1' in the upper center, and 'A-1' in the center. A specific lot within the 'A-1' district is highlighted with a red dashed border. To the left of this lot is a 'PRD' (Professional Office) district, and to the right is a 'PO' (Professional Office) district. The map also shows various streets, including W 28th St, W 29th St, and W 30th St, and landmarks such as the Church of Jesus Christ of Latter-day Saints and the St. Louis Zoo.

General Plan Map







# COUNCIL AGENDA

April 22, 2025

Agenda item "d.2"

## Proposed General Plan Amendment/Rezone

### *Summary*

The city has received a general plan and rezone application from Charles Osman of Chazco Holdings LLC for approximately 28.55 acres located approximately 2000 W 2700 S. The request includes three parcels. The first parcel is 10.311 acres and owned by Westlake Landing LLC. The second is 5.991 acres and owned by Wagstaff Investments LLC. The third parcel is 12.252 acres and owned by Ed Green Construction Inc. The applicant provided the following reasons for the requested change: "We intend to place a commercial center on the North of the property and a R-3 29 Lot subdivision on the South section."

### *Context*

The property is located on the southwest corner of the 6 way roundabout on 2000 W and 2700 S. The property has had horses on it for many years and is currently undeveloped. The north edge of the property has frontage on 2700 S which is a city collector road. The east edge of the property has frontage on 2000 W which is also a city collector road. The west edge of the property fronts the state owned West Davis Corridor/SR 177. Even though the property is highly visible from the freeway, the closest access to the freeway is about 1/4 mile south of the property. Land use to the north and south of the property is large lot single family. To the east of the property is Trailside Park and the Trailside Park subdivision. The subdivision is a single story, single family, and age restricted senior living development. The increased visibility from the freeway and the corner position make this property viable commercial property.

### *Zoning*

The current zoning on all three parcels is R-1 residential. The R-1 allows a maximum density of 2.3 units per acre and a minimum lot size of 12,000 sf. R-1 does not allow commercial uses. Zoning to the north is A-1. Zoning to the south is R-1, Zoning to the east is R-1 cluster, Zoning to the west, on the other side of the freeway is largely RPC which is a master planned zone that includes lots as large as 1/2 acre down to lots as small as 3,500 sf. The proposed zoning includes a request for General Commercial on approximately the north half and R-3 on approximately the south half. R-3 zoning is a single family zone that allows 4 units per acre and a minimum lot size of 8,000 sf.

### *General Plan*

The property is general planned for "Commercial" on the north half and "Medium Density Residential" on the south half. The requested zoning is consistent with the general plan designations however, it is requested to shift the boundaries of designations slightly to match the requested zoning boundaries.

### *History*

On 7/9/24 the city denied an application to amend the general plan boundaries to make way for a PRD zoned development. Then, on 10/8/24 the city council acted on a self-initiated general plan amendment. The self-initiated proposal was to change the entire property's general plan to commercial. The property owner for the south half expressed opposition to the change but the north property owner expressed consent to the change. The city council proceeded to amend just the north half to all commercial, but tabled the south half discussion. The council has not continued discussion about the south half since being tabled.

### *Process*

As explained in 10.20.070 (D)(3-4), Planning Commission is the advisory body to the City Council for zoning and General Plan map amendments. The Planning Commission is required to hold a public hearing and forward a recommendation to approve, approve with modifications, or deny the request. The City Council will then review the recommendation and make a decision. During the public meeting the City Council can approve, approve with modifications, or deny the proposal. The Planning Commission held a public hearing and discussed the items on 4/15/25 and are forwarding a recommendation for approval.

### *Approval Standards*

#### 10.20.070 Zoning map and text amendments.

(E) Approval Standards. A decision to amend the text of this title or the zoning map is a matter of legislative discretion by the City Council and not controlled by any one standard. However, such changes shall be consistent with the current general plan and general plan map, except A-1, R-1 and R-2 zones may be applied to properties with a general plan designation of medium or high density residential. In making an amendment, the City Council should also consider:

- (1) Whether it would be harmonious with the overall character of existing development in the vicinity of the subject property, or in cases of text amendments, in areas governed by the amended text;
- (2) Whether it would be consistent with the standards of any applicable overlay zone and, in cases of text amendments, harmonious with areas governed by the amended text;
- (3) The extent to which it may adversely affect adjacent property; and
- (4) The adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

### *Attachments*

Vicinity Map

Existing and Proposed Zoning Map

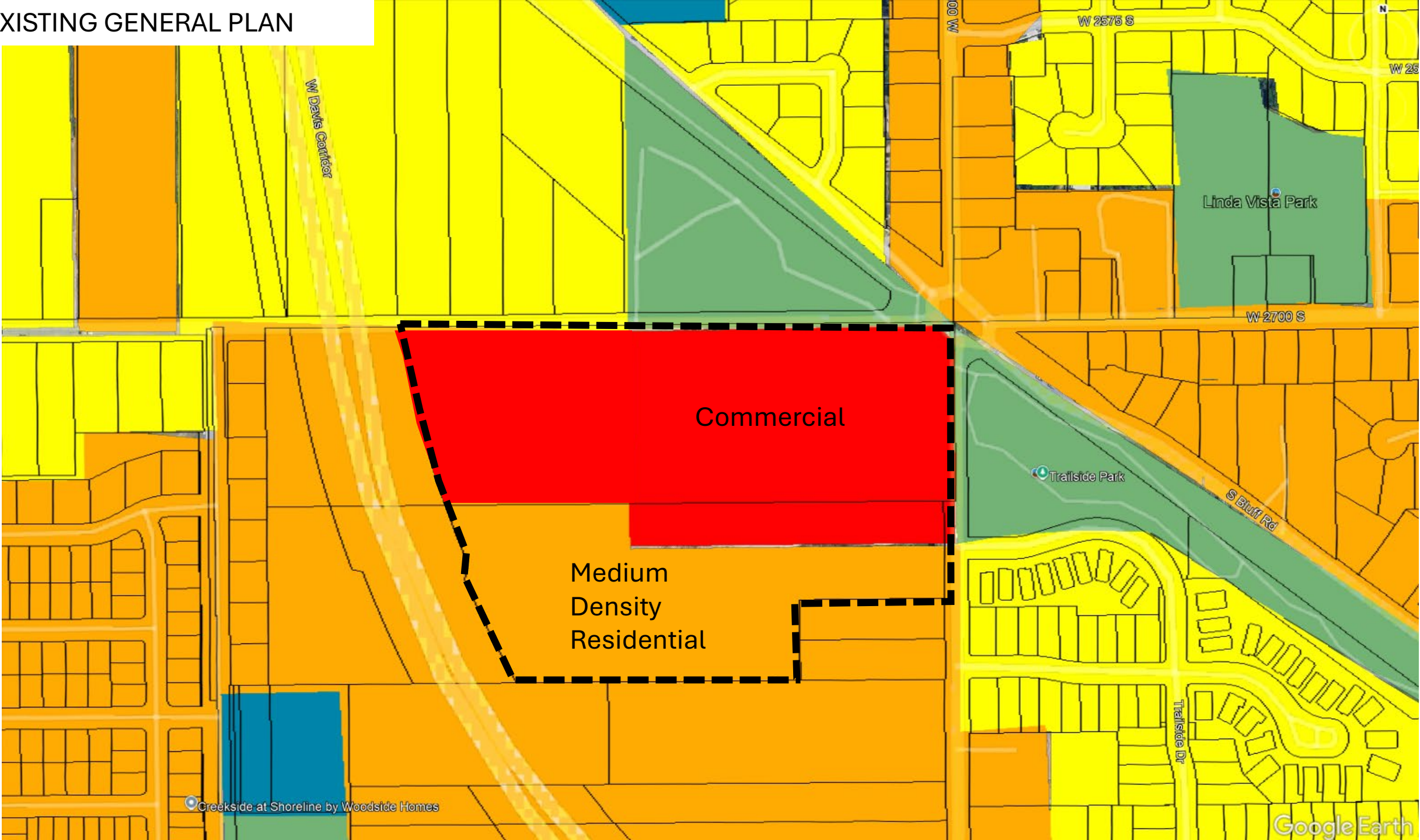
Existing and Proposed General Plan Map



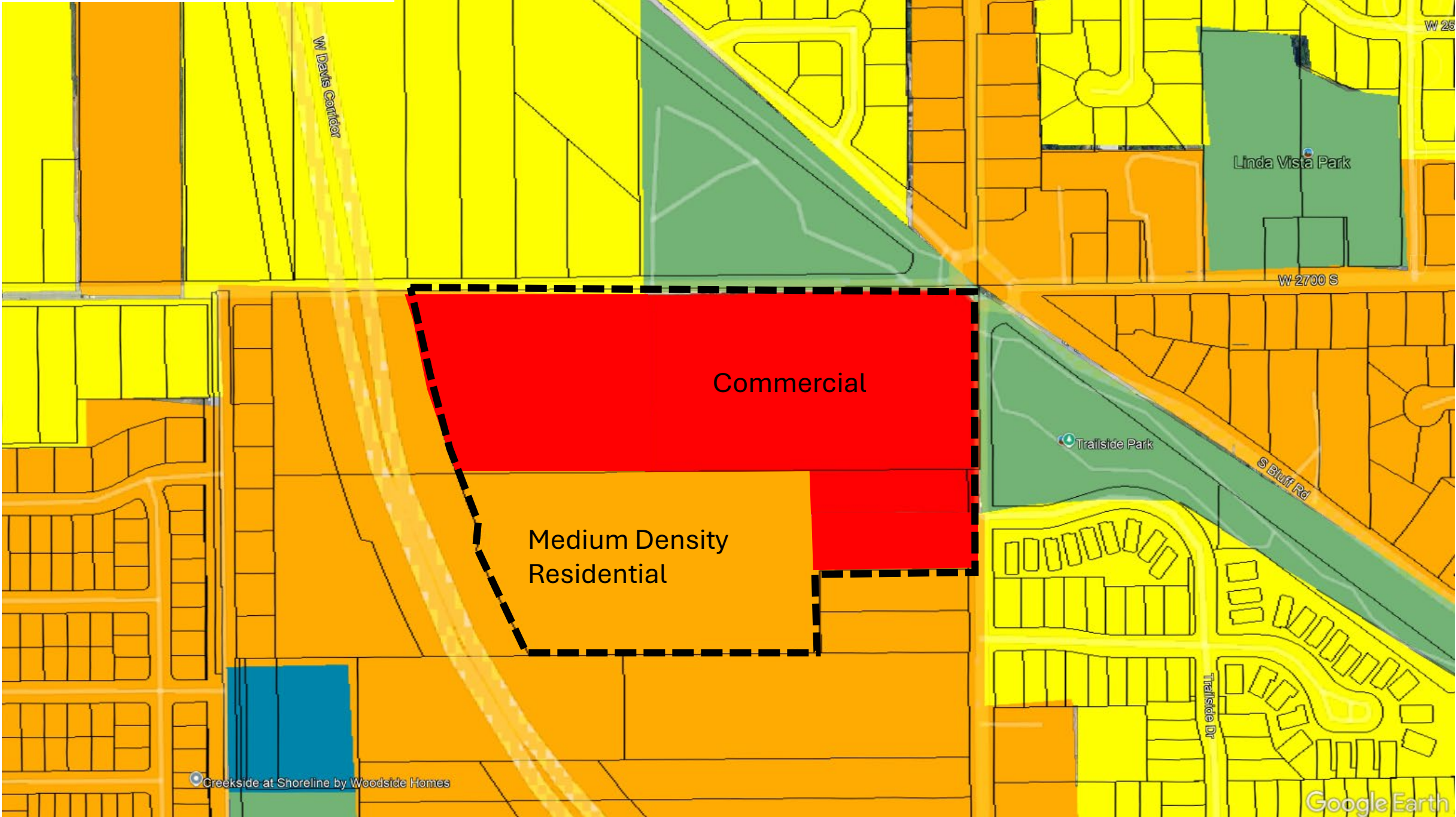




EXISTING GENERAL PLAN

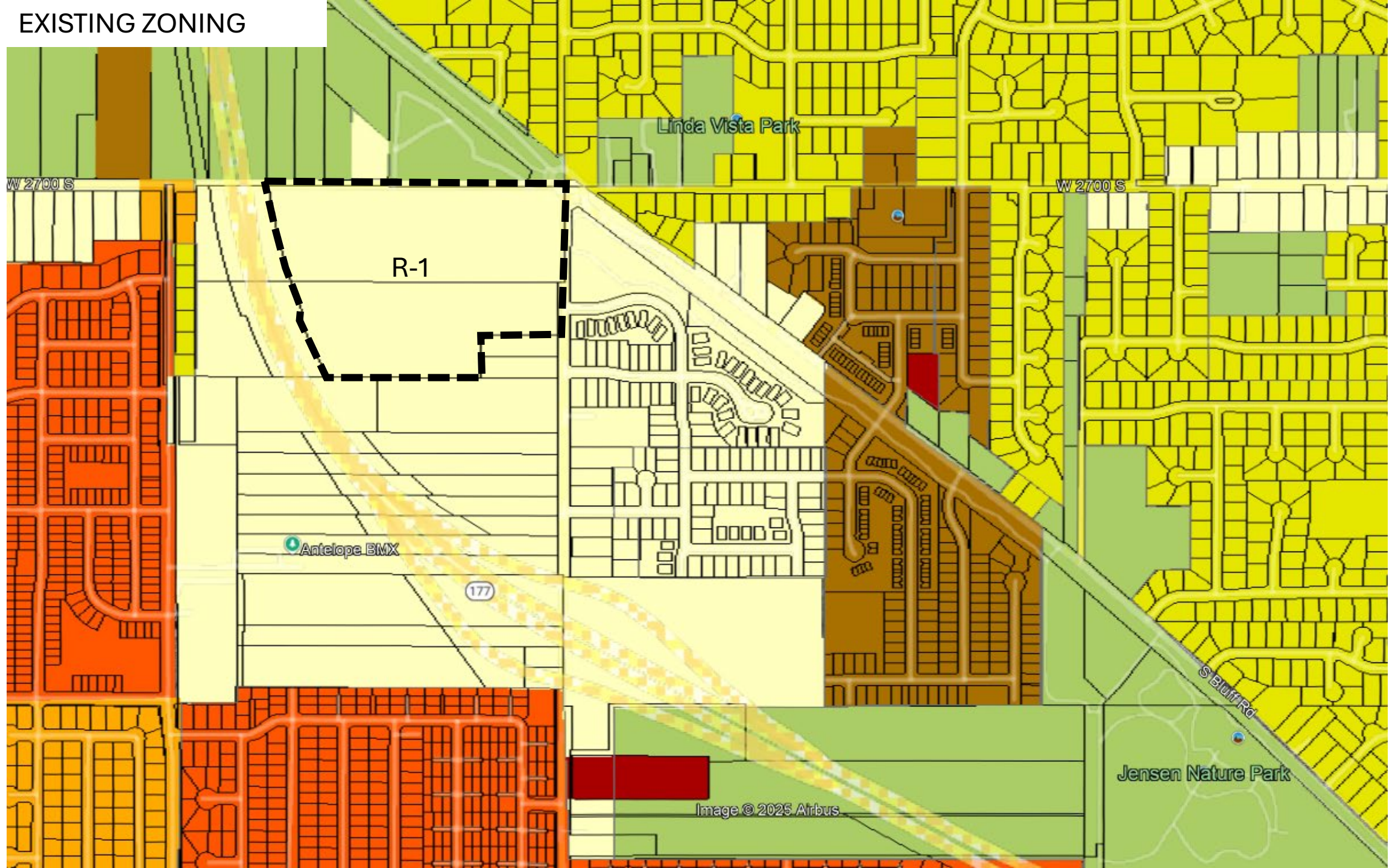


PROPOSED GENERAL PLAN



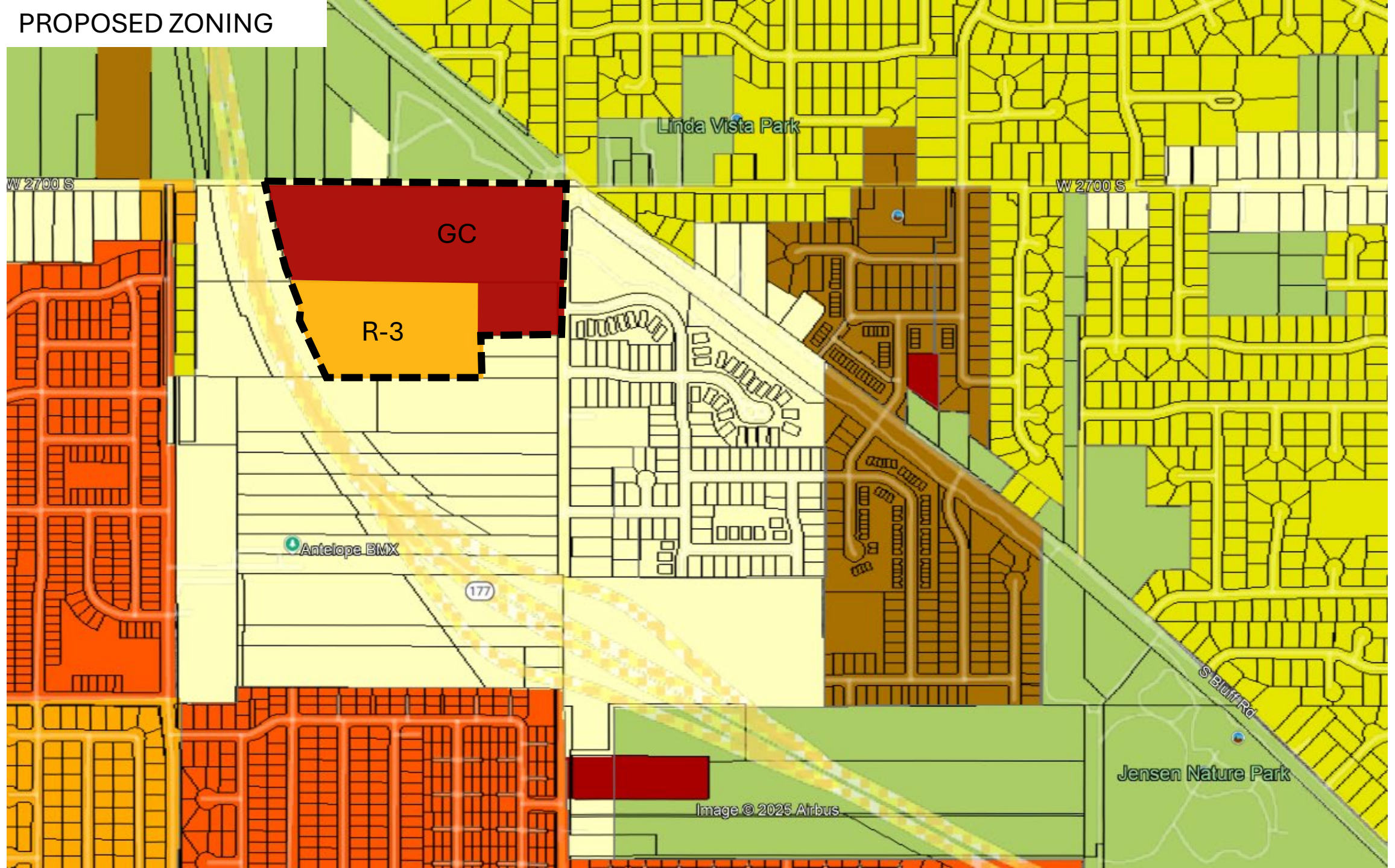


# EXISTING ZONING





# PROPOSED ZONING





# COUNCIL AGENDA

April 22, 2025

Agenda item "d.3"

## Proposed Rezone from R-1 to A-1

### *Summary*

The city has received a rezone application from Jacob Briggs. He is requesting to rezone approximately 5.266 acres from R-1 to A-1. The request includes four parcels. All parcels are owned by the Briggs family. The applicant has explained that the purpose of the request is to "Ensure continued agricultural use of parcels; contemplated construction of new agricultural building to facilitate on-site produce sales and hosting of agri-tourism and other events." The property is located approximately 2550 W 700 S.

### *Context*

The majority of the land uses surrounding the property are low density residential, intermingled with farm land. The land north of the property is being used as agriculture. There is a church to the southeast of the property. The property is located on the northwest corner of the intersection of 2500 W and 700 S.

### *Future Plans*

The General Plan (GP) designates the property as future 'Medium Density Residential'. North of the property is designated as future 'Industrial'. The land south of the property is designated as 'Low Density Residential'. The church is designated as 'Civic'. 'Medium Density Residential' anticipates Cluster, A-1, R-1, R-2, R-3, RPC, PRD, and Neighborhood Services zones. The Master Transportation Plan calls for a future roundabout project at the intersection, which currently only has a stop sign on the northern terminus of 2500 W. The plan also calls for a road extension project that would connect 2500 W north to SR 193. The Parks Master Plan has identified this area of the city as being in need for additional park space. Also, the property is within the 2500 W CRA project area designed to bring economic development to the city.

### *Analysis*

The requested A-1 designation is within the anticipated zones of the 'Medium Density Residential' GP designation, and therefore consistent with the GP. Regarding the future transportation projects, the city will need to work with the land owner to purchase right of way. Zoning to A-1 should not effect the city's ability to purchase right of way for the needed projects.

The A-1 zone has a minimum lot size of 21,780 sf. Parcel 120340082 is only 19,602 sf which does not meet the minimum lot size for the A-1 zone. Also, the A-1 zone requires 100 feet of road frontage. Parcel 120340080 only has 61 feet of frontage width and 120340082 does not have frontage to a public road. Because of this, the lots would not qualify for a building permit, however, this may not be an issue because the applicant has not expressed a desire to build or develop.



The desired land use of event venue is not listed in the A-1 zone permitted uses. Although, the zone lists (H) Private parks and recreational activities' as a conditional use. In staff opinion, examples of private parks and recreational activities would be a golf course, or paint-ball field, private pool, or maybe a tennis club but not an event venue. '(K) Fruit and vegetable stands' are listed as a permitted use.

The Neighborhood Services Zone (NS), lists '(G) Commercial outdoor recreational activities (family reunion center, outdoor reception facilities, picnic grounds, tennis courts, etc.)' as a permitted use. This use may more closely match the desired event uses. The NS zone would also be consistent with the medium density residential GP designation. The city has multiple scenarios to consider. It could change all of the requested acreage to A-1 and agree that events are consistent with 'private parks and recreational activities'. Alternatively, it could change just parcel 120340075 (the one with the barn on it) to NS and the 120340080, 120340082, 120340081 to A-1. However, it should be considered that changing just the barn parcel to NS would open any of the permitted uses of the zone on the property which may allow more intense use than contextually appropriate.

The other scenario that could be entertained is to approve the rezone with the understanding that event venues are not allowed in A-1. That would give the applicant an opportunity to apply for a text amendment to the A-1 zone in the future where the city could entertain the addition of the new use or uses into the zone's permitted/conditional uses. A sub-variant of this scenario would be to table the re-zone application and self-initiate an amendment to the A-1 zone. Once the city decides whether or not the requested uses belong in the A-1 zone, the city could then resume action on the requested rezone.

There is a similar, although much larger scale precedent the city can look towards which is the Black Island Farms. They operate within the A-1 zone under the conditional use '(L) Temporary commercial uses'. Black Island farms operates a corn maze, pumpkin patch and a haunted corn maze which are 'agritourism' uses. They have the cars park on the dirt and employ around 70 people. They operate late September until early November.

### *History*

Amendments to the zoning map are decided by the City Council after a public hearing and recommendation from Planning Commission. Zoning Map amendments are regulated by ordinance 10.20.070 and approval standards are included in 10.20.070(E). Planning Commission reviewed the item and held a public hearing on 12/03/24. The motion to recommend approval passed with a 5-1 vote. The descending vote was because of concern about the applicant's desire to host events on the property. There was discussion about the compatibility of hosting events on an A-1 zoned property. They felt that if the applicant desired to host commercial events in the future, then he may need to pursue another zone change, but that can be addressed when or if the issue arises.

The City Council discussed the item on 3/11/25 and tabled the discussion in favor of exploring a text amendment. Please see attached for a draft text amendment that would add 'Agritourism' as a major conditional use. Major conditional uses require a public hearing and permission from Planning Commission. Land use related text amendments require a public hearing and recommendation from Planning Commission. The Council could approve the rezone with the understanding that events are not currently allowed in the A-1 zone and also direct Planning Commission to provide a recommendation on the draft text amendment. Then Council could act on the text amendment at a future meeting.

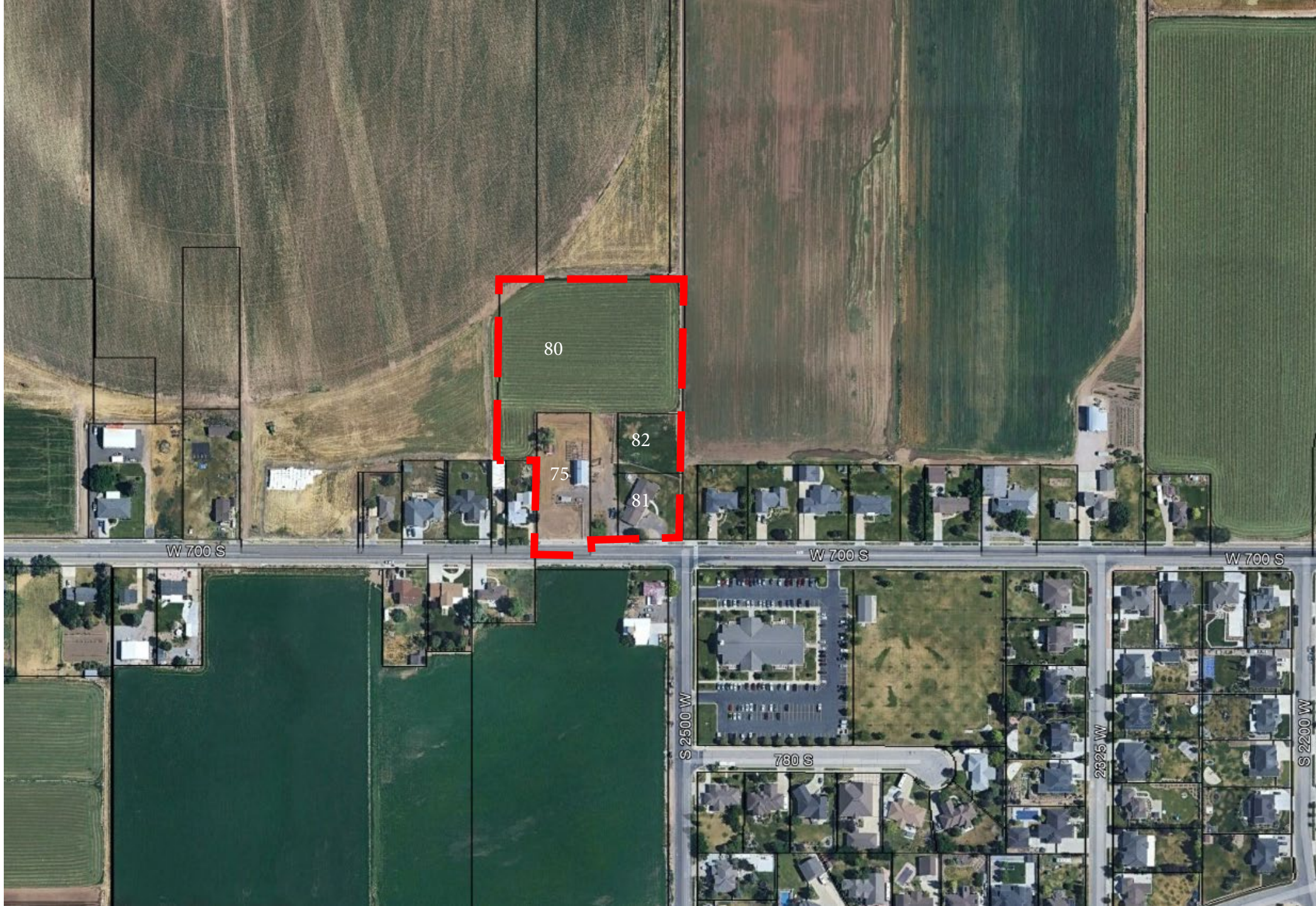
### *Attachments*

General Vicinity Map

Proposed and Existing Zoning Map

A-1 zone potential amendment





## **ORDINANCE NO. 25-11**

### **AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP FOR APPROXIMATELY 5.266 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 2550 WEST 700 SOUTH FROM R-1 TO A-1**

**WHEREAS**, the City Council is authorized by state law and city ordinance to amend zoning designations within the City when it considers such amendments appropriate; and

**WHEREAS**, the City received an application for an amendment to the zoning map from Wright Development Group, proposing that property located at approximately 2550 West 700 South be changed from R-1 to A-1; and

**WHEREAS**, the Planning Commission reviewed the application for the proposed amendment and conducted a properly noticed public hearing on December 3, 2024; and

**WHEREAS**, the Planning Commission forwarded a recommendation to the City Council to approve the proposed zoning map amendment pursuant to a 5-1 vote; and

**WHEREAS**, the City Council, having reviewed the Planning Commission's recommendation and the proposed zoning map amendment, finds that the amendment as proposed is appropriate and in the best interest of the City;

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

**Section 1.      Amendment.** The zoning map of Syracuse City is hereby amended, changing the zoning for property located at approximately 2550 West 700 South from R-1 to A-1, as more particularly depicted in Exhibit A.

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

**Section 3.      Effective Date.** This Ordinance shall become effective ten days after adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 11TH DAY OF MARCH, 2025.**

---

CASSIE Z. BROWN  
City Recorder

---

DAVE MAUGHAN  
Mayor

Voting by the Council:

AYE

NAY

Councilmember Carver

---

---

Councilmember Cragun

---

---

Councilmember Robertson

---

---

Councilmember Savage

---

---

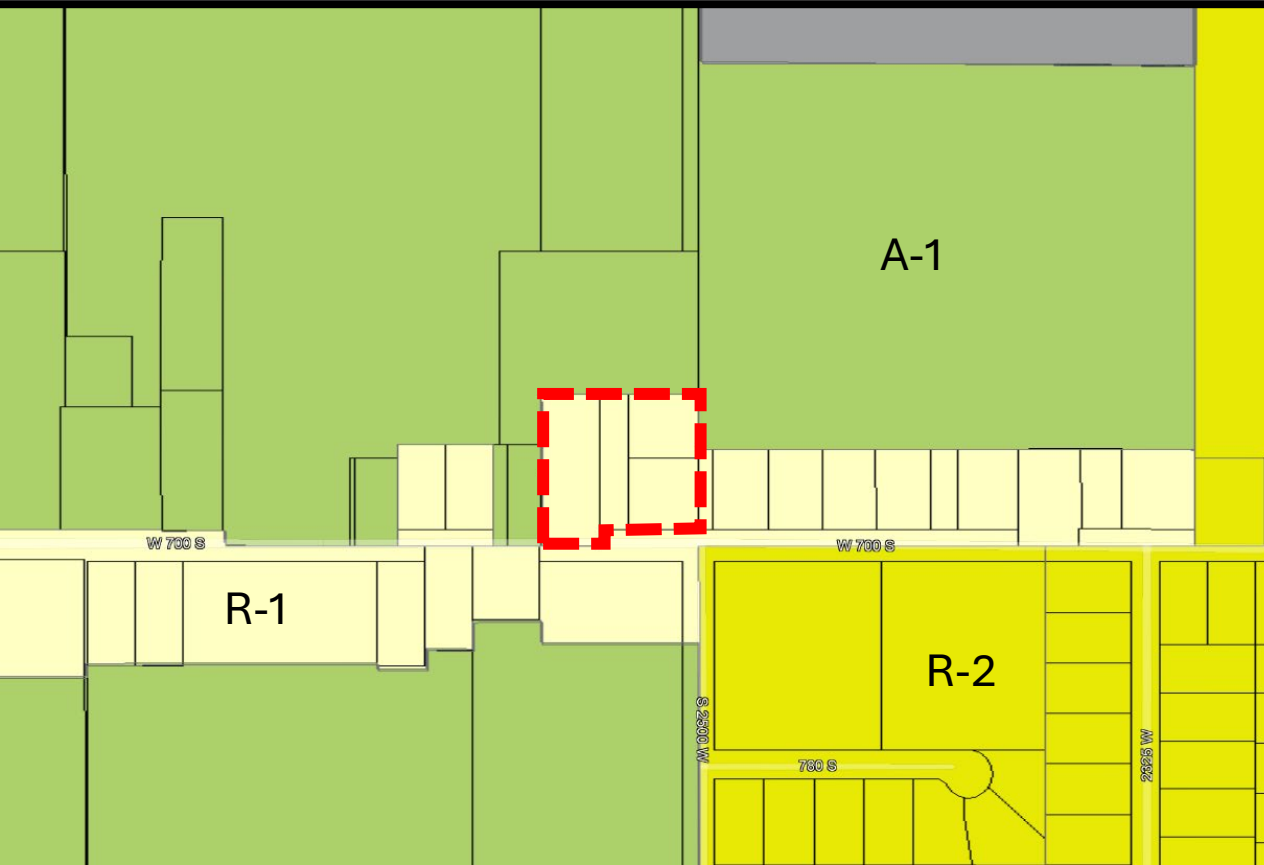
Councilmember Watson

---

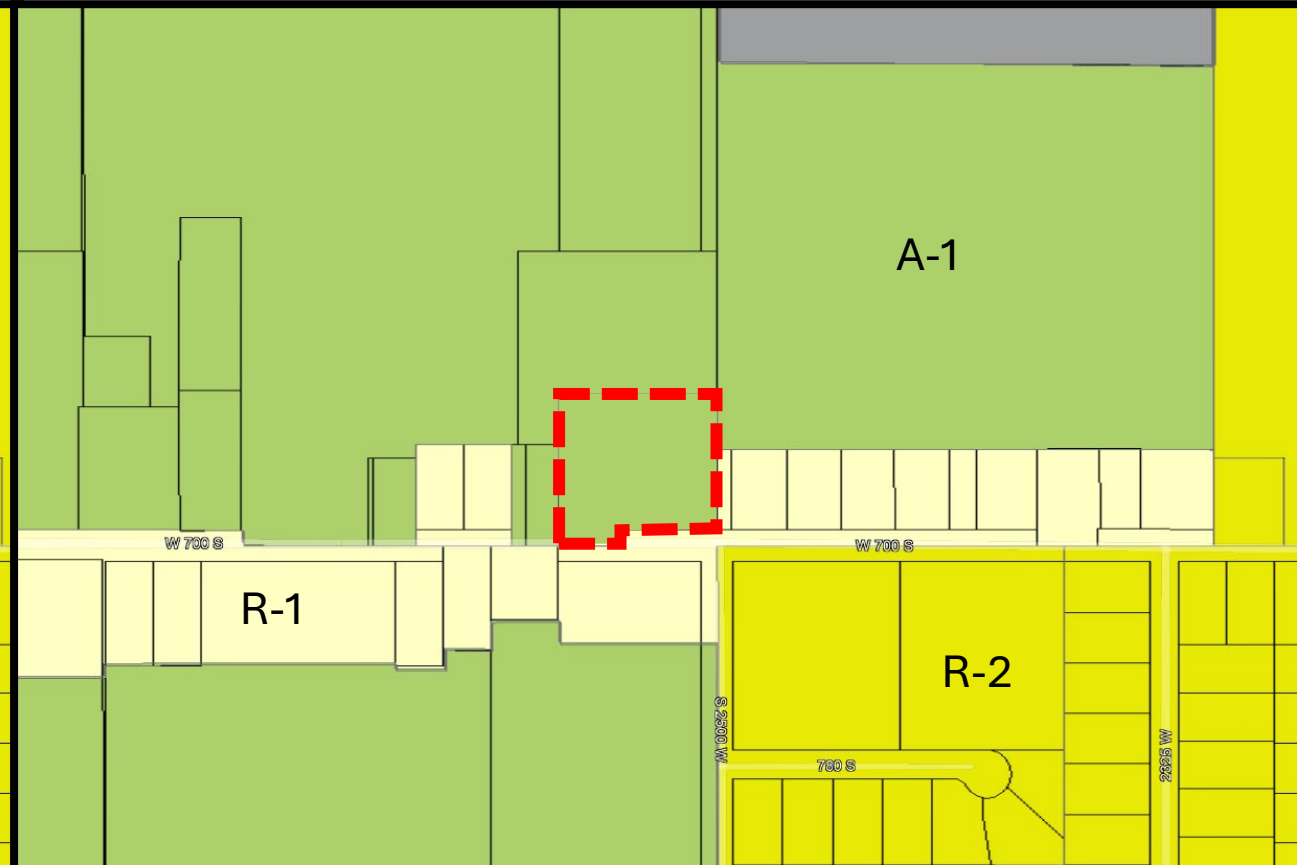
---

# Exhibit A

## Existing Zoning



## Proposed Zoning





#### **10.55.020 Permitted uses.**

The following, and no others, are [uses](#) permitted by right provided the parcel and [buildings](#) meet all other provisions of this title and any other applicable [ordinances](#) of Syracuse City.

- (A) [Accessory uses](#) and [buildings](#) (200 square feet or less).
- (B) [Agriculture](#).
- (C) [Animal clinics](#) and hospitals.
- (D) Apiaries.
- (E) Aviaries.
- (F) Churches, [synagogues](#), and [temples](#).
- (G) [Dwellings](#), single-family.
- (H) *Repealed by 22-32*.
- (I) [Farm animal keeping](#) (see SMC [10.30.040](#)).
- (J) [Farm industry](#) (on a parcel of five acres or more).
- (K) Fruit and vegetable stands.
- (L) [Household pets](#).
- (M) Minor and major A [home occupations](#).
- (N) [Public](#) parks.
- (O) Rabbits and hens.
- (P) Residential facilities for persons with disabilities.
- (Q) Vietnamese potbellied pigs. [Ord. 22-32 § 1 (Exh. A); Ord. 15-24 § 1 (Exh. A); Ord. 11-02 § 1 (Exh. A); Ord. 10-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Ord. 04-12; Ord. 03-18; amended 1991; Code 1971 § 10-11-020.]

#### **10.55.030 Conditional uses.**

The following, and no others, may be [conditional uses](#) permitted after application and approval as specified in SMC [10.20.080](#):

- (A) [Accessory uses](#) and [buildings](#) (greater than 200 square feet) (minor).
- (B) Day care centers (major).
- (C) Agricultural dog kennels (major).
- (D) *Repealed by 22-32*.
- (E) Educational services (minor/major).
- (F) Greenhouses (minor).
- (G) Major B [home occupations](#) (minor/major, see SMC [10.35.040](#)).
- (H) Private parks and recreational activities (minor).
- (I) [Public](#) and quasi-public [buildings](#) (major).
- (J) Sewage treatment plants (major).
- (K) Stables, [public](#) (minor).
- (L) [Temporary commercial uses](#) (see SMC [10.35.050](#)) (minor).
- (M) **Agritourism (Major): the following uses and with these conditions: allowed only on 5 acres or larger, no commercial site plan required, business license required, structures over 200 sf require building permit, no parking on public street, asphalt or concrete parking lot not required, no parking in front setback, and no overnight stays/short term rental/camping/bed and breakfast. In**

addition, any other conditions as imposed by the Land Use Authority consistent with 10.20.080(E).

- A) Corn maze
- B) Farmers Market
- C) Farm themed event center
- D) Pick your own fruits and vegetables
- E) Cut your own Christmas trees
- F) Interactive animal displays
- G) For fee fishing
- H) Farm store selling local (Utah) meat, eggs, honey, syrup, jams, jellies, ice cream, flowers, juice, cheese, produce, candy, bread, or milk.

### **10.30.100 Conditional uses.**

(B) Major. The following **conditional uses** are major and require approval as established in SMC 10.20.080:

- (1) **Animal hospitals.**
- (2) Churches or religious service **buildings.**
- (3) **Cluster subdivisions.** See Chapter 10.80 SMC.
- (4) **Commercial day care centers.**
- (5) **Dwellings,** single-family.
- (6) **Dwellings,** two-family. The owner of such a residential **dwelling** shall:
  - (a) Meet the International **Building** Code standards.
  - (b) Provide a minimum of two off-street **parking spaces** per **dwelling unit.**
  - (c) Be responsible for payment of all utilities.
  - (d) Install utility services for each **dwelling unit** as provided in state law.
  - (e) Comply with all requirements of the International Residential Code as adopted by the state of Utah for **two-family dwellings.**
- (7) **Dwelling** groups. See SMC 10.30.030(A).
- (8) Major B **home occupations.** See SMC 10.35.040.
- (9) Medical and other health facilities.
- (10) **Commercial preschool.**
- (11) Professional nonretail services, up to a maximum 25 percent of the commercial subdivision.
- (12) **Public** and quasi-public **buildings.**
- (13) **Public** parks.
- (14) Sexually oriented businesses. See Chapter 10.135 SMC.
- (15) Sewage treatment plants.
- (16) **Signs.** See Chapter 10.45 SMC.
- (17) Wireless communication towers. See Chapter 10.130 SMC.
- (18) **Agritourism**



# COUNCIL AGENDA

April 22, 2025

Agenda item "d.4"

## Potential Text Amendment to 10.30.090

### *Summary*

Councilwoman Carver requested that the city review our Agricultural Protection Area Ordinance (APA). The minimum acreage allowed in current city ordinance is 10 acres. It is proposed that the minimum acreage be reduced to 5 acres. An APA grants specific legal protections for agricultural production. Examples include, protections from noise or smell complaints made by neighbors. Also, the property cannot be rezoned without the property owner's consent. APA designation may complicate or limit the city's ability to use eminent domain to acquire right of way for transportation projects.

Reducing the acreage requirements could make additional properties in the city eligible for the protections, which may encourage existing property owners to continue farming. The minimum acreage for greenbelt is five acres. Matching the APA and greenbelt minimum acreages may be easier to manage for property owners. However, having more APAs may complicate the city's efforts to acquire property for transportation improvements.

### *Attachments*

City Agricultural Protection Area Ordinance  
Surrounding city ordinances  
About APA

## 10.30.090 Agriculture protection areas.

(A) Purpose. An [agriculture](#) protection [area](#) is a geographic [area](#) created under the authority of the state of Utah and Syracuse City that is granted specific legal protection for agricultural production, which includes the production of crops, livestock, and livestock products or other agricultural production activities as determined by the Davis County [agriculture](#) protection [area](#) advisory board and the Syracuse City [Planning Commission](#), acting as the [Land Use Authority](#).

(B) Proposal to Create. An applicant proposing to create an [agriculture](#) protection [area](#) within Syracuse City boundaries shall submit to the Community Development Department an [agriculture](#) area request form and a submittal fee for processing. The [City Council](#) shall establish the submittal fee from time to time by resolution. The request shall identify the boundaries of the land proposed to become part of an [agriculture](#) protection [area](#), any limits on the types of [agriculture](#) production that will be an allowed [use](#) within the [agriculture](#) protection [area](#), and the names of the owners of record of the land and the tax parcel number identifying each parcel. [Agriculture](#) protection [areas](#) must have a minimum of 10 acres to be eligible for consideration of protection. The [City Council](#) shall provide notice as provided in Section [17-41-302](#), Utah Code Annotated 1953, as amended. The notice shall contain a statement that an applicant filed a proposal for the creation of an [agriculture](#) protection [area](#) with the City, the proposal is open for [public](#) inspection, and any entity affected by the proposal may file objections or modifications to the proposal.

(C) Review and Approval. After 15 days from the date of the notice, the [City Council](#) shall refer the proposal, with any objections and proposed modifications, to the county advisory board and the City [Planning Commission](#) for their review, comments, and recommendations. Within 45 days after receipt of the proposal, the county advisory board and City [Planning Commission](#) shall submit a written report to the [City Council](#) that recommends any modifications to the proposal, indicates whether or not the land is currently being used for agricultural production, states whether the zoning is appropriate for [agriculture](#) and whether the land is viable for agricultural production, the extent and nature of existing or proposed farm improvements, advisement of land [use](#) activities on adjoining property, and anticipated trends in agricultural and technological conditions. The [Planning Commission](#) will evaluate any objections to the proposal and make a recommendation to the [City Council](#) to accept, accept and modify, or reject the proposal. After receipt of the written reports from the advisory board and [Planning Commission](#), or after 45 days, whichever is earlier, the [City Council](#) shall schedule a [public](#) hearing in accordance with Utah law. The [City Council](#) shall convene the [public](#) hearing at the time, date, and place specified in the notice and take verbal or written testimony from interested persons. Upon completion of the [public](#) hearing, the [City Council](#) shall approve, modify and approve, or reject the [agriculture](#) protection [area](#) proposal. [Ord. 21-24 § 1 (Exh. A); Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 08-02 § 37; Ord. 06-27; Ord. 06-17; Code 1971 § 10-6-090.]

| City         | Ordinance                                                  | Minimum Acreage                                                              |
|--------------|------------------------------------------------------------|------------------------------------------------------------------------------|
| Syracuse     | 10.30.090                                                  | 10 acres                                                                     |
| Clearfield   | Words 'Agriculture Protection Area' not found in city code |                                                                              |
| Layton       | Words 'Agriculture Protection Area' not found in city code |                                                                              |
| West Point   | Words 'Agriculture Protection Area' not found in city code |                                                                              |
| Kaysville    | Words 'Agriculture Protection Area' not found in city code |                                                                              |
| Farmington   | Words 'Agriculture Protection Area' not found in city code |                                                                              |
| Clinton      | 28-3-17                                                    | 50 acres                                                                     |
| Roy          | Words 'Agriculture Protection Area' not found in city code |                                                                              |
| Hooper       | 10-3b-2                                                    | Not specifically for establishing an APA but requires warning label on plat. |
| Davis County | 2.24.010                                                   | Minimum acreage for greenbelt which is 5 acres in most cases                 |


[News](#) [Office of the Commissioner](#) ▼ [Animal Industry](#) ▼

[Conservation](#) ▼ [Laboratory Services](#)
[Marketing and Economic Development](#) ▼ [Pesticides](#) ▼

[Plant Industry](#) ▼ [Regulatory Services](#) ▼

[Specialized Products Division](#) ▼ [Utah Grazing Improvement Program](#)
[Other Information](#) ▼

[Home](#) » [Farmers and Ranchers](#) » [Conservation Division](#) » Agricultural Protection Areas

## Agricultural Protection Areas



The Utah Department of Agriculture and Food is working to raise public awareness about the values of protecting critical lands such as farmland, wetlands, and other open spaces.

A great way to protect your Agriculture land is through an Agriculture Protection Areas (APAs). APAs provide legal protection for agricultural land uses and activities, it also provides notice to neighboring landowners that they border an APA and should expect normal agricultural activities to take place.

Individual counties and cities choose whether to allow APAs in their area and applications are made to the county or city. APAs are completely voluntary, landowners choose to place their land in an APA, and they can remove their land from Ag Protection at any time.

Some of the protections that APAs provide to landowners are:

- Prevents a county, city or town from "enacting a local law, ordinance, or regulation . . . that would unreasonably restrict: . . . a farm structure or farm practice." (17-41-402)
- Prevents a zoning change on the property without written approval from the landowner. (17-41-402)
- Provides a legal defense against nuisance claims if the activity is "not in violation of any federal, state, or local law or regulation relating to the alleged nuisance or were conducted according to sound agricultural practices" (17-41-403)
- Increased protection from eminent domain, "A political subdivision having or exercising eminent domain powers may not condemn for any purpose any land within an agriculture protection area that is being used for agricultural production . . . unless the political subdivision obtains approval, according to the procedures and requirements of this section, from the applicable legislative body and the [Agriculture] advisory board". (17-41-405)

### CONSERVATION DIVISION

**Jim Bowcutt**  
Director

**Division Contact  
Information**  
(435) 232-4017  
[Contact email](#)

### CONSERVATION DIVISION QUICK LINKS

[Animal Feeding Operations](#)

[Harmful Algal Blooms](#)

Give Feedback

- Requires the following statement to be attached to the deed of each property that borders within 300 of the APA: *"This property is located in the vicinity of an established agricultural protection area in which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future be conducted on property included in the agricultural protection area. The use and enjoyment of this property is expressly conditioned on acceptance of any annoyance or inconvenience which may result from such normal agricultural uses and activities."* (17-41-403)

APA has proven to be a simple, inexpensive tool to help protect Utah Agriculture. As with all tools, APAs work well in the right situation but may not work in all situations. APAs have 20-year lifespan, they can be reviewed at the end of 20 years and either renewed or allowed to expire. If you believe that an APA may be beneficial to you, contact your county or city. If you are looking for more permanent protection for your land you may consider a conservation easement through the [LeRay McAllister Program](#).

This entry was last updated on [October 19, 2022](#).



---

**Contact Information:**

(801) 982-2200  
[agriculture@utah.gov](mailto:agriculture@utah.gov)

**Business Hours:**

Monday – Friday  
8 AM – 5 PM (MST)



---

**Physical Address:**

4315 South 2700 West  
TSOB South Bldg, Floor 2  
Taylorsville, UT 84129-2128

**Mailing Address:**

PO Box #146500  
Salt Lake City, UT 84114-6500



---

[Utah.gov Home](#)

[Utah.gov Terms of Use](#)

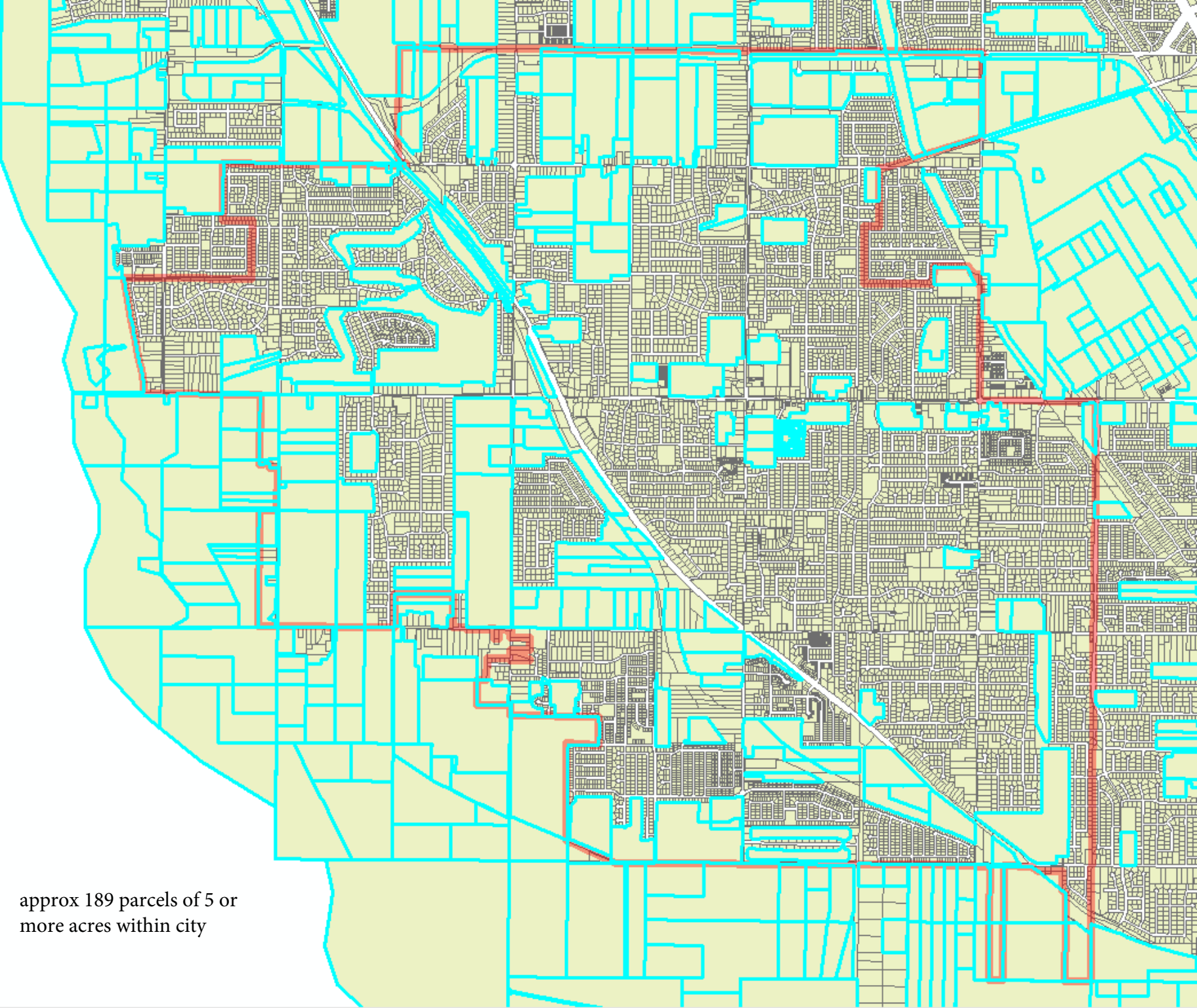
[Utah.gov Privacy Policy](#)

[Utah.gov Accessibility Policy](#)

[Translate Utah.gov](#)

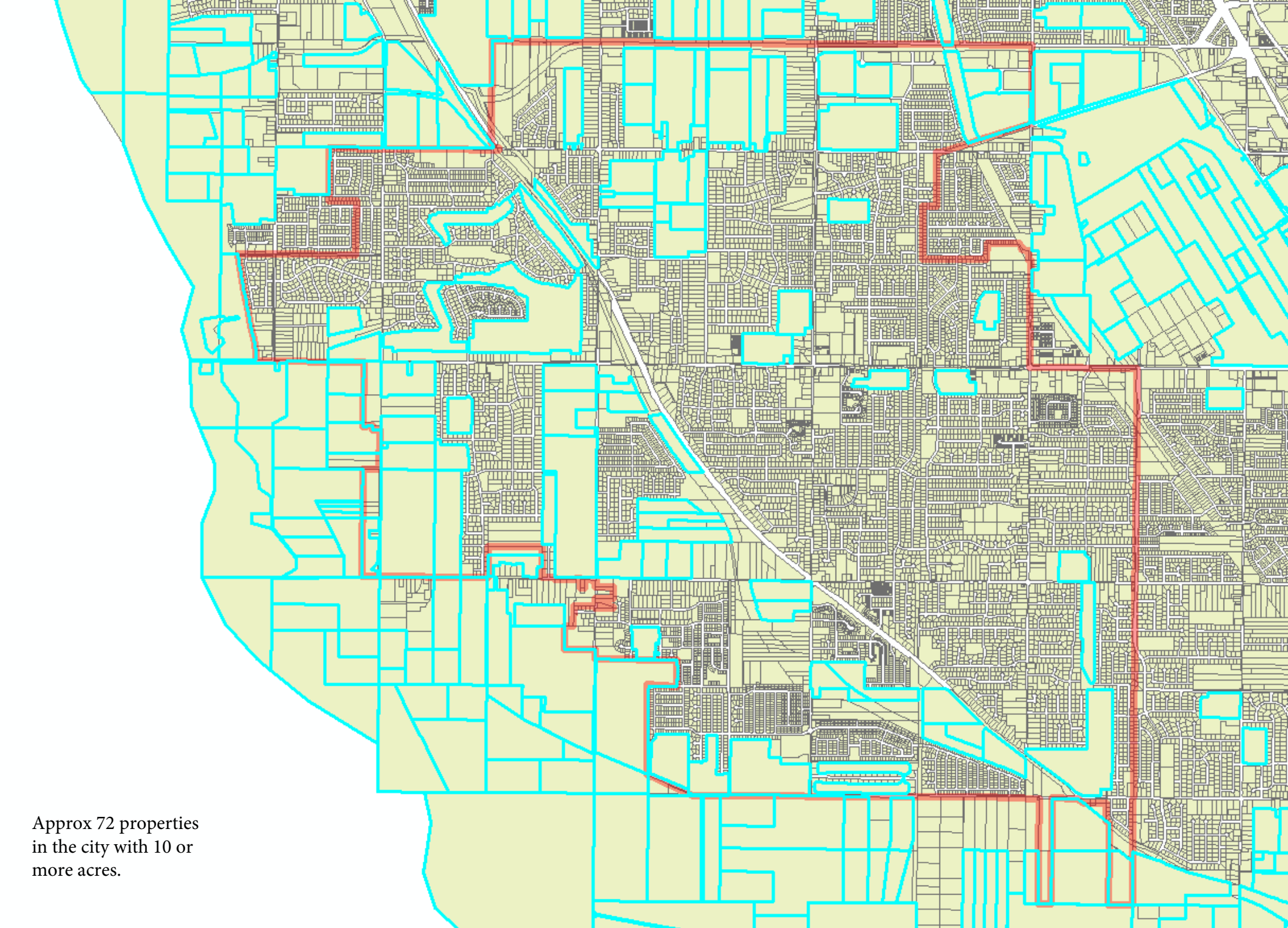
[Give Feedback](#)



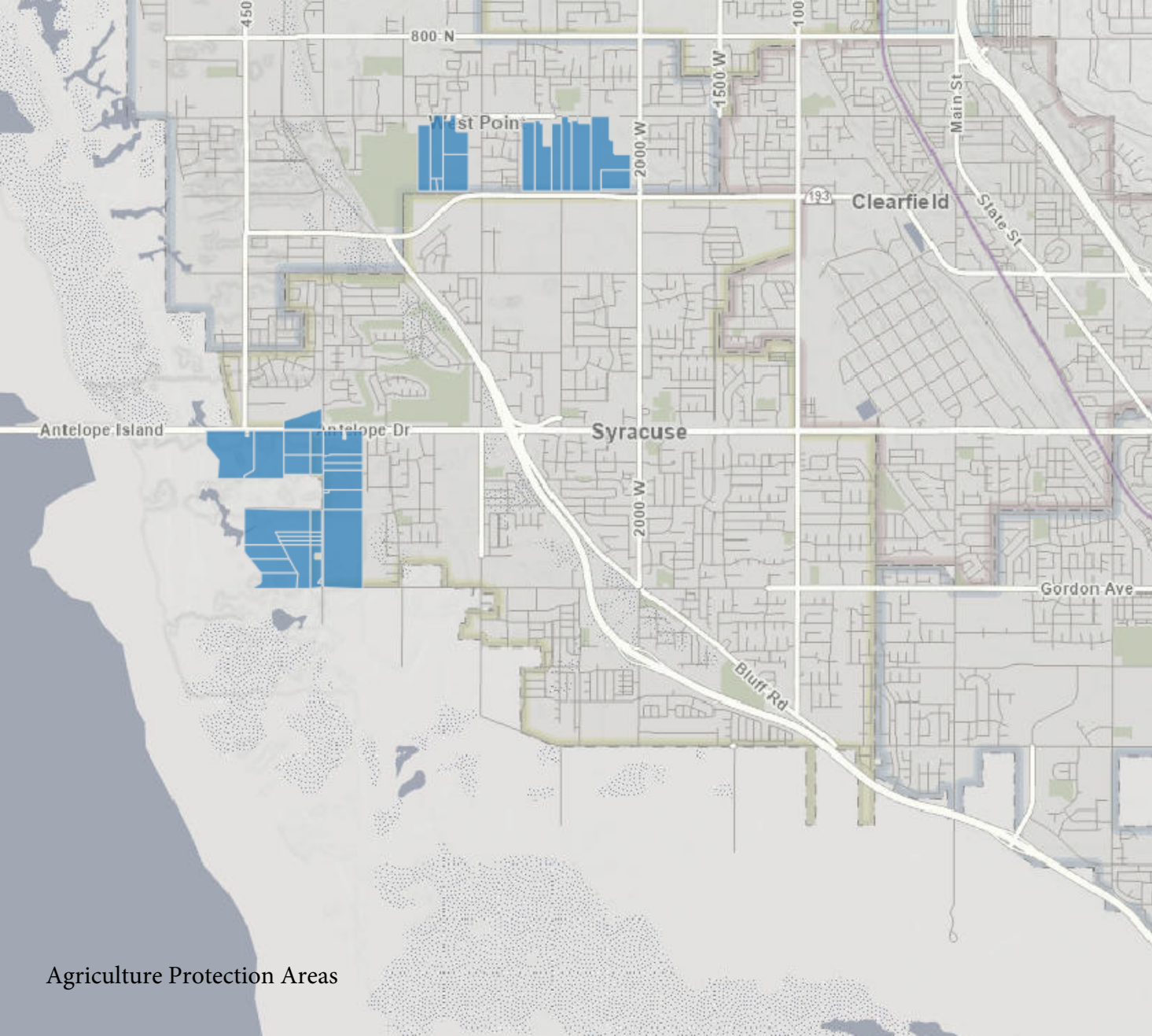


approx 189 parcels of 5 or more acres within city



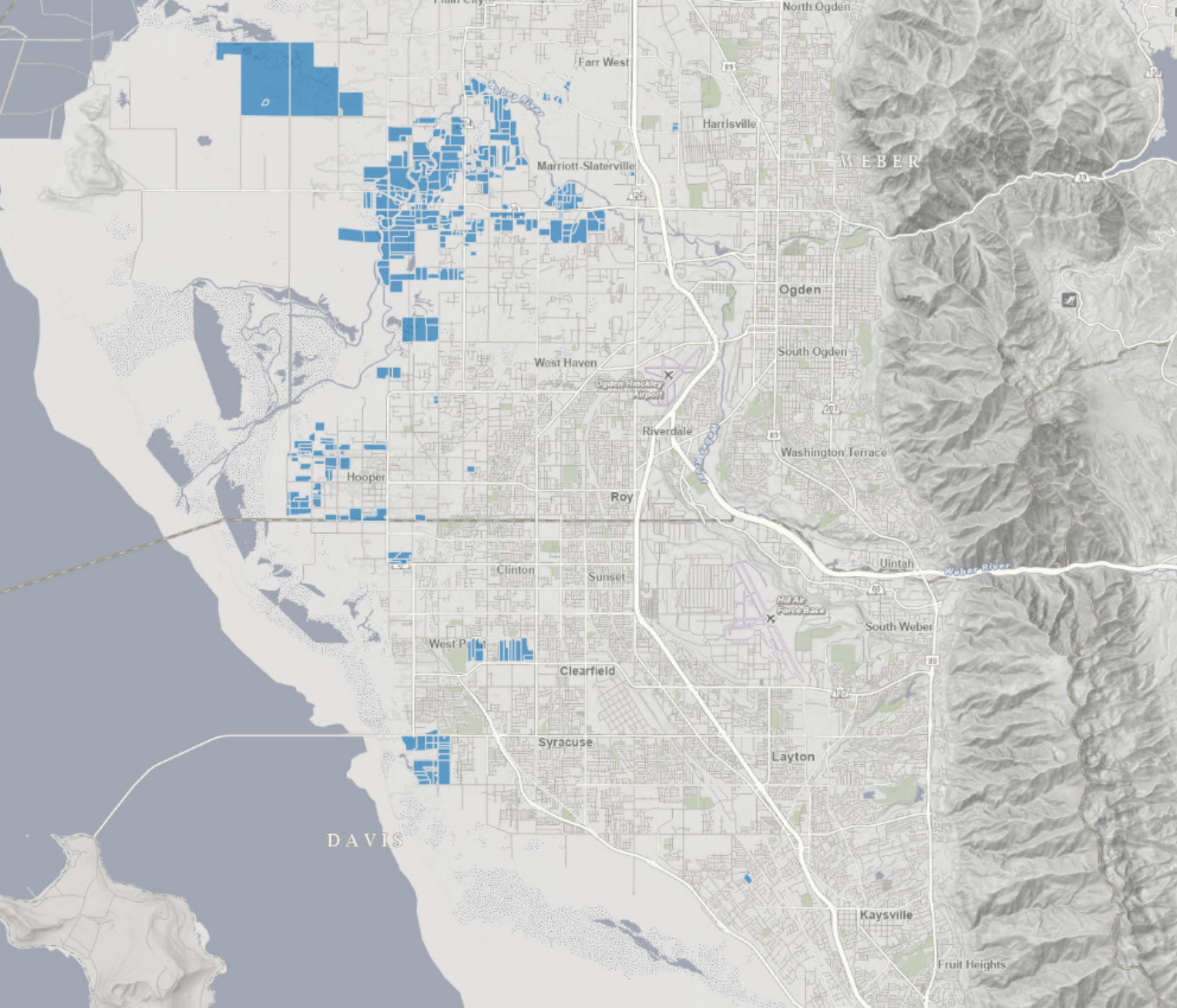


Approx 72 properties  
in the city with 10 or  
more acres.



Agriculture Protection Areas







# COUNCIL AGENDA

## April 22, 2025

Agenda Item “e”

Interlocal Cooperation Agreement  
Davis County Dispatch Services

### ***Factual Summation***

- Any question regarding this agenda item may be directed at City Manager Brody Bovero, Police Chief Garret Atkin, or Fire Chief Aaron Byington.
- Presented is our annual agreement for dispatch services with the Davis County Sheriff's Office (see attached).
- Service costs are determined as a price per officer for police dispatch and price per call (five-year average) for fire dispatch. The total costs for FY26 dispatch services for both police and fire are \$140,679.30 and have been accounted for in the proposed FY26 City Budget.

### ***Discussion Items***

1. City Council discussion authorizing Mayor Maughan to execute the Cooperative Agreement regarding Dispatch Services.

## **INTERLOCAL COOPERATION AGREEMENT FOR DISPATCH SERVICES**

This Interlocal Cooperation Agreement (this “Agreement”) is between Davis County, a body corporate and politic and a legal subdivision of the State of Utah (the “County”), and Syracuse City, a Utah municipal corporation (the “City”), each individually a “Party” and collectively the “Parties.”

WHEREAS, the Parties are authorized to enter into in this Agreement pursuant to the Utah Interlocal Cooperation Act, which is codified at Title 11, Chapter 13, of the Utah Code (the “Act”);

WHEREAS, the County provides dispatch services within the limits of Davis County through the 9-1-1 communications center (the “Center”), which is operated by the Davis County Sheriff’s Office (the “Sheriff’s Office”);

WHEREAS, the City desires to benefit from the services of the County, the Sheriff’s Office, and the Center as specified in this Agreement; and

WHEREAS, the County desires to permit the City to benefit from the services of the County, the Sheriff’s Office, and the Center as specified in this Agreement.

The Parties therefore agree as follows:

### **1. Services.**

- 1.1. The County, through the Sheriff’s Office and the Center, shall provide dispatch services and emergency dispatch services to the City for police, fire, and EMS services twenty-four hours per day, seven days per week, and three hundred and sixty-five days per year. These services shall include dispatching appropriate response units to and from an incident, acting as the central point of ordering and dispatching resources, and providing accurate incident reports. These services will be dispatched over the radio, two-tone paging system, the Alpha-Numeric-Paging system, and the Station Pre-Alerting system.
- 1.2. The County, through the Sheriff’s Office and the Center, will utilize the UCA 800 MHz and 700 MHz radio system for all radio communications and will assign specific operations channel(s) (Ops) to be used upon dispatch.
- 1.3. The County, through the Sheriff’s Office, the Center, and the current Spillman CAD system, will maintain a record of all telephone and radio calls involving the City and record all call times and radio transmissions on the appropriate Police, Fire, and EMS incidents.
- 1.4. The County, through the Sheriff’s Office, shall provide contingency dispatch services and planning in the event that there is a disruption of services at the Center.
- 1.5. The County, through the Sheriff’s Office and the County’s Human Resources Department, shall have and maintain the sole responsibility for the recruitment, employment, and supervision of the employees assigned to the Center. If the City has any personnel concerns regarding the Center, the City shall address such personnel concerns through the following chain of command: (a) the Center shift supervisor; (b) the Center manager; (c) the Chief Deputy assigned to assist the Center; (d) the Sheriff; (e) the County Human Resources Director; and (f) the County Commission.

### **2. Equipment.**

- 2.1. All equipment located within the Center on or before June 30, 2017 is owned and will continue to be owned by the County (the “County Equipment”). As the owner of the County Equipment, the County shall derive all profits (e.g. revenues from sale, replacement, or otherwise) and all losses (e.g. expenses due to maintenance, replacement, or otherwise) regarding the County Equipment.
- 2.2. On or after July 1, 2017, all equipment utilized for police, fire, and EMS dispatching is subject to the following:

- 2.2.1. Prior to equipment being connected to the County's dispatching system for use, the entity or entities responsible for such equipment shall provide all requested records relating to the equipment to and obtain written approval from the Davis County Information Systems Director, Utah Communications Authority, the radio vendor (e.g. Motorola), and the County representative responsible for the County's radios;
- 2.2.2. Upon approval as required in Section 2.2.1, it shall be the sole obligation and responsibility of the entity or entities responsible for the dispatching equipment to adequately and reasonably maintain such equipment, which may require being a party to a valid County maintenance agreement that covers the maintenance of such equipment;
- 2.2.3. Unless access to the dispatching equipment is necessary due to a bona-fide emergency (e.g. the dispatching equipment fails in a manner that precludes necessary dispatching services from being performed), the entity or entities responsible for the dispatching equipment and/or their employees, agents, contractors, or otherwise shall arrange access to the dispatching equipment with the County, through the Sheriff's Office and the Center, at least twenty-four hours in advance of the time they desire to gain access to the dispatching equipment. In the event of a bona-fide emergency, as much notice as reasonably possible shall be provided to the County, through the Sheriff's Office and the Center, and, upon receiving such notice, the County, through the Sheriff's Office and the Center, will permit access to the dispatching equipment; and
- 2.2.4. Notwithstanding anything herein to the contrary, the County has no obligation to maintain and shall not be responsible or held responsible for maintenance, replacement, or any other expenses arising from, in connection with, or relating in any way to such dispatching equipment.

Section 2 of this Agreement shall survive the termination of this Agreement.

- 3. Compensation.** For the 2025 fiscal year (July 1, 2025 through June 30, 2026), the City shall pay the County as follows for the services provided by the County to the City under this Agreement:

- 3.1. The City fire fees are calculated by the number of calls for each city/agency utilizing a five-year average (See table below):

| <u>CITY FIRE</u> |             |             |             |             |              |                                |                           |                                          |
|------------------|-------------|-------------|-------------|-------------|--------------|--------------------------------|---------------------------|------------------------------------------|
| <u>2020</u>      | <u>2021</u> | <u>2022</u> | <u>2023</u> | <u>2024</u> | <u>Total</u> | <u>5 Year<br/>Averag<br/>e</u> | <u>Price<br/>Per Call</u> | <u>Total<br/>(July 2025 – June 2026)</u> |
| 1,186            | 1,330       | 1,484       | 1,605       | 1,721       | 7,326        | 1,465                          | \$36.51                   | \$53,487.15                              |

- 3.2. The City police fees are calculated by the number of police officers (See table below):

| <u>CITY POLICE</u>        |                          |                                      |
|---------------------------|--------------------------|--------------------------------------|
| <u>Number of Officers</u> | <u>Price Per Officer</u> | <u>Total (July 2025 – June 2026)</u> |
| 31                        | \$2,812.65               | \$87,192.15                          |

- 3.3. The City shall pay to the County the obligations set forth in Subsections 3.1 and 3.2 of this Agreement in equal quarterly payments within thirty calendar days of receipt of a quarterly invoice from the County.

- 4. Effective Date of this Agreement.** The Effective Date of this Agreement shall be on the earliest date after this Agreement satisfies the requirements of the Act (the "Effective Date").



- 5. Term of Agreement.** The term of this Agreement shall begin as of July 1, 2025 and shall, subject to the termination and other provisions set forth herein, terminate at the conclusion of June 30, 2026 (the “Term”). The Parties may, by written amendment to this Agreement, extend the Term of this Agreement; however, this Agreement may not extend more than fifty years from the commencement of the Term.
- 6. Termination of Agreement.** This Agreement may be terminated prior to the completion of the Term by any of the following actions:
- 6.1. The mutual written agreement of the Parties;
  - 6.2. By either Party:
    - 6.2.1. After any material breach of this Agreement; and
    - 6.2.2. Thirty calendar days after the non-breaching Party sends a written demand to the breaching Party to cure such material breach, and the breaching Party fails to timely cure such material breach; provided, however, the cure period shall be extended as may be required beyond the thirty calendar days, if the nature of the cure is such that it reasonably requires more than thirty calendar days to cure the breach, and the breaching Party commences the cure within the thirty calendar day period and thereafter continuously and diligently pursues the cure to completion; and
    - 6.2.3. After the written notice to terminate this Agreement, which the non-breaching Party shall provide to the breaching Party, is effective pursuant to the notice provisions of this Agreement;
  - 6.3. By either Party, with or without cause, six months after the terminating Party mails a written notice to terminate this Agreement to the non-terminating Party pursuant to the notice provisions of this Agreement; or
  - 6.4. As otherwise set forth in this Agreement or as permitted by law, ordinance, regulation, rule or similar authority.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS AGREEMENT IS SUBJECT TO ANNUAL APPROPRIATIONS BY THE PARTIES AND THE PARTIES SHALL EACH HAVE THE RIGHT TO TERMINATE THIS AGREEMENT, AT ANY TIME UPON WRITTEN NOTICE TO THE OTHER PARTY, IF ANNUAL APPROPRIATIONS, AS PART OF THE PARTY’S ANNUAL PUBLIC BUDGETING PROCESS, ARE NOT MADE BY THE PARTY TO ADEQUATELY OR SUFFICIENTLY PAY FOR THE OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT FURTHER OBLIGATION OR LIABILITY TO THE TERMINATING PARTY UNDER THIS AGREEMENT.

- 7. Liability and Indemnification.** Each Party shall indemnify, defend, and hold the other Party, their officers, agents, and employees harmless from any and all claims, demands, liabilities, costs, expenses, penalties, damages, losses, and liens, including, without limitation, reasonable attorney's fees, arising out of or any way related to any act, omission or event occurring as a consequence of performing under this Agreement; provided, however, that each Party shall be responsible for its own negligent acts or omissions and agrees to indemnify and hold the other Party harmless therefrom.
- 8. Notices.** All notices under this Agreement must be in writing and must be delivered personally, by a nationally recognized overnight courier, or by United States mail, postage prepaid, and addressed to the Parties at their respective addresses set forth below (or to such other address that may be designated by a Party in writing after the execution of this Agreement), and the same shall be effective upon receipt, if delivered personally, on the next business day, if sent by overnight courier, or three business days after deposit in the United States mail, if mailed. The initial addresses of the Parties shall be:

|              |               |
|--------------|---------------|
| Davis County | Syracuse City |
|--------------|---------------|

Attn: Sheriff's Office Administrative Chief Deputy  
PO Box 618  
Farmington, UT 84025

Attn: City Manager  
1979 W 1900 S  
Syracuse, UT 84075

- 9. Governmental Immunity.** The Parties to this Agreement are governmental entities as defined in the Utah Governmental Immunity Act found in Title 63G, Chapter 7 of the Utah Code. Nothing in this Agreement shall be construed as a waiver by any Party of any rights, limits, protections, or defenses provided by the Governmental Immunity Act. This Agreement shall not be construed, with respect to the Parties or any third party, as a waiver of any governmental immunity to which a Party to this Agreement is otherwise entitled.
- 10. Employment Status.** Employees of the respective Parties remain the employees of that Party and do not acquire from any other Party any employment status, other employment right, or claim for wages or other benefits, including workers' compensation.
- 11. Interlocal Agreement Provisions.** This Agreement does not create an interlocal entity. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the Parties acting as a joint board. There shall be no real or personal property acquired jointly by the Parties as a result of this Agreement. This Agreement does not relieve any Party of obligations or responsibilities imposed upon that Party by law.
- 12. Assignment Restricted.** This Agreement may only be assigned by a written instrument that is signed by authorized representatives of the Parties. Any purported assignment of this Agreement that is in violation of this section is void.
- 13. Waiver.** A right, remedy, power, privilege or otherwise under this Agreement is not waived by a Party unless such waiver is in writing and signed by an authorized representative of the Party granting the waiver.
- 14. Entire Agreement.** This Agreement, including all attachments, if any, and any other documents referenced in this Agreement or incorporated into this Agreement by this reference, if any, constitutes the entire understanding between, and agreement of, the Parties with respect to the subject matter in this Agreement. Unless otherwise set forth in this Agreement, this Agreement supersedes all prior and contemporaneous understandings and agreements, whether written or oral, between the Parties with respect to the subject matter in this Agreement.
- 15. Amendment.** This Agreement may only be amended by a written instrument that is signed by authorized representatives of the Parties. Any purported amendment of this Agreement that is in violation of this section is void.
- 16. Governing Law; Exclusive Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice or conflict of law provision that would require or permit the application of the laws of any jurisdiction other than those of the State of Utah. Each Party irrevocably and unconditionally agrees that it may only commence an action, litigation, or proceeding of any kind against any other Party, which arises from or relates in any way to this Agreement, in the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such court.
- 17. Severability.** If the Second Judicial District Court in and for the State of Utah located in Farmington City, Utah finds that one or more sections, subsections, sentences, or parts of a sentence of this Agreement is prohibited or unenforceable, then that or those specific section(s), subsection(s), sentence(s) or part(s) of a sentence is void. All sections, subsections, sentences, or parts of a sentence of this Agreement that are not found by such court to be prohibited or unenforceable, shall remain in full force and effect.



**18. Approval of This Agreement.** This Agreement shall become effective as set out in this Agreement provided it has been approved as appropriate by the Parties, it is filed with the keeper of records of each Party, and it is otherwise in accordance with the provisions of Utah Code Section 11-13-101, et seq. (1953), as amended. In accordance with the provisions of Utah Code Section 11-13-202.5(3) (2016), this Agreement shall be submitted to an attorney authorized to represent each Party for review as to proper form and compliance with applicable law before this Agreement may take effect.

**19. Counterparts.** This Agreement may be signed in any number of counterparts, and, if such is the case, each counterpart that is signed and delivered, will be deemed an original and all such counterparts together will constitute one agreement.

The Parties have signed and dated this Agreement on the dates listed below.

|                                                                   |                                                                   |
|-------------------------------------------------------------------|-------------------------------------------------------------------|
| DAVIS COUNTY                                                      | SYRACUSE CITY                                                     |
| <br>                                                              | <br>                                                              |
| Lorene Miner Kamalu                                               | Printed Name: _____                                               |
| Chair, Davis County Board of County Commissioners                 | Title: _____                                                      |
| Date: _____                                                       | Date: _____                                                       |
| ATTEST:                                                           | ATTEST:                                                           |
| <br>                                                              | <br>                                                              |
| Brian McKenzie                                                    | Printed Name: _____                                               |
| Davis County Clerk                                                | Title: _____                                                      |
| Date: _____                                                       | Date: _____                                                       |
| REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH<br>APPLICABLE LAW: | REVIEWED AS TO PROPER FORM AND COMPLIANCE WITH<br>APPLICABLE LAW: |
| <br>                                                              | <br>                                                              |
| Davis County Attorney's Office, Civil Division                    | City Attorney                                                     |
| Date: _____                                                       | Date: _____                                                       |



# COUNCIL AGENDA

## April 22, 2025

### Agenda Item “f” Personnel Policy and Procedures Manual Proposed Updates

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

- Any question regarding this agenda item may be directed at Assistant City Manager, Stephen Marshall.

#### ***Discussion Items***

Periodically City Administration and Department Heads propose changes to the personnel policies and procedures manual. It has been a year since our last update, and we have several proposed changes. Please read through and review the red line edits. This will be on the May 13<sup>th</sup> meeting for approval.. Here is a summary of edits:

##### Summary of Redline Edits:

- 3.080 – added language that there is an exception to this policy as outlined in 5.080.
- 5.040 – simplified language and referred to the recruitment and retention policy.
- 5.060 – simplified language and referred to the recruitment and retention policy.
- 5.080 (b) – added language to help give examples of when this policy could happen.
- 5.080 (c) – added a policy to address voluntary transfers for lateral transfer.
- 7.150 – added language that allows employees who are regularly scheduled to work OT to be paid straight time for wellness time. Also added language that explains that an employee who is on-call those days will count as a work day.
- 8.010 – changed word from entitled to eligible as leave is a benefit not an entitlement.
- 8.020 – changed word from entitled to eligible as leave is a benefit not an entitlement.
- 8.050 – clarification on language of unauthorized absences.
- 8.070 (d) – added that a supervisor can request a doctor’s note. Tightened up the examples of abuse and excessive sick leave.
- 8.100 – changed language from son or daughter to child and added the word “essential” regarding the essential functions of the job to match how the law is written for FMLA. Added definitions
- 8.160 – added this section to ensure the city complies with the state code regarding leave for election day.
- 9.080 – added language to include that an employee who is accessing unauthorized access of information is prohibited.
- 9.100 – added language to define clearly what outside employment is and when the secondary employment form is required.
- 9.180 (d) (4) – added that food supplied during work meetings with vendors does not apply.
- 15.010 (g) – Updated job titles in Parks that are subject to annual background checks
- 16.120 (b) (2&3) – updated after hours phone number for drug screening and clarified when 911 should be called
- 19.010 (g) (2) & (8) – updated the language and link/qrcode to the correct per diem rates since the State of Utah updated their website. Added language that special arrangements can be made with authorization if it results in a cost savings for the City.

#### ***Discussion Goals***

The following items outline the goals of this discussion:

- Review proposed edits and make any necessary changes. Move for approval on the May 13<sup>th</sup> meeting.

### **3.080. Advertising.**

Upon approval by the City Council for new positions and approval by the City Manager for existing positions, the Human Resources Manager or designee will prepare advertisements for job openings and post notice of such openings as provided herein. Advertising for job openings should be posted at the City Offices and a copy of the posting sent via email to each employee. In addition, and at the same time, the Human Resources Department will publicly advertise all new and vacant positions. In general, all new and vacant positions will be posted externally on the Syracuse City Website and through the Utah Department of Workforce Services. Other media, including newspapers, social media, and professional publications, may be used. Advertisements for positions shall be posted for a minimum of seven (7) days. In the event of an open Full-Time position that is the same job title and job description as a filled Part-Time position, the Supervisor may have the option to advertise the open Full-Time position internally but must be advertised internally at all departments. Non-public safety departments can hire from an applicant pool from a previous job advertisement if it is within 6 months of the posting date. Public safety departments can hire from a previous job advertisement if it is within 1 year of the posting date. An exception to this policy is outlined in section 5.080, Voluntary Lateral Transfer.

### **5.040. Pay Progression.**

~~Progression within the salary and wage scale for any given position may be based upon the recommendation of the City Manager with final approval given by the City Council shall follow the city's recruitment and retention policy. In making recommendations for pay progression or special adjustments, the City Manager shall consider the level of responsibility, performance, length of service, market conditions or other factors. Employees may advance through the salary and wage scale at a minimum of a half-percent (.5%) wage increase up to a maximum of a five percent (5%) wage increase per fiscal year as authorized within the City's budget and recommendation by the Department Head. The City Manager may approve all recommended salary and wage increases up to five percent (5%). No salary or wage increase above five percent (5%) may be approved without the review and consent of the City Council.~~

### **5.060. Merit Increase for those at the Range Maximum.**

~~The City Council may, in its sole discretion, grant a merit increase not to exceed five percent (5%) of an employee's gross pay to an employee who has been paid at or above the range maximum for a minimum of five (5) years, provided the employee has received a successful or outstanding performance rating in the last year and has been employed by Syracuse City for at least eight (8) years. An employee whose salary exceeds the range maximum is eligible to receive a merit adjustment no more frequently than every five (5) years after the initial adjustment. Any subsequent increase above the range maximum shall not exceed five percent (5%) of the employee's gross pay. An employee is eligible to receive a maximum of five (5) successive adjustments beyond the range maximum. As an alternative to the annual merit increase, an employee who is being paid at or above the range maximum may receive an annual bonus in the amount equivalent to the wage/salary adjustment. No adjustment is made to the base wage/salary when a bonus is given.~~

~~The City Council may, at its sole discretion, grant a merit increase based on criteria outlined in the Recruitment & Retention Policy to employees who meet the following requirements:~~

- ~~(a) Have been paid at or above the range maximum for at least five (5) years; and~~
- ~~(b) Received a successful or outstanding performance rating in the past year; and~~
- ~~(c) Employed by Syracuse City for a minimum of eight (8) years.~~

~~Employees who pay exceeds the range maximum are eligible for merit increases no more frequently than every five (5) years after the initial increase. Each subsequent increase shall be~~

based on criteria outlined in the Recruitment & Retention Policy, with a maximum of five (5) adjustments beyond the range maximum permitted over time.

Alternatively, employees at or above the range maximum may receive an annual bonus equivalent to the merit increase amount in lieu of a base pay increase. This bonus does not affect the base wage/salary.

#### **5.080. Position Adjustments.**

(a) Promotions. Promotions are defined as a movement to a higher position that significantly increases the employee's responsibilities and/or supervisory duties. An employee who is promoted will receive an increase to the minimum wage of the entering wage scale, but at least a 10% increase. The wage increase becomes effective on the first pay period following the date that Human Resources is notified of the promotion.

(b) Non-Voluntary Reassignment or Transfer. Reassignment or Transfer in this section is defined as an employee that is being reassigned or transferred to another position non-voluntarily, due to departmental reorganization, increased demand in another division or department, or similar circumstances, such as a reorganization of the department, etc. Except when due to a demotion or other disciplinary action, an employee who is reassigned or transferred to another position shall be paid at least the same salary received prior to reassignment or transfer. If the employee's salary exceeds the maximum of the new range, the employee is ineligible to receive a salary increase until the salary range or longevity scale increases to incorporate the employee's pay rate.

(c) Voluntary Lateral Transfer. Voluntary lateral transfers under this section occur when an employee voluntarily requests to move to another position within the same department and at the same level. For example, an employee may request to transfer from a Water Maintenance Worker I position to a vacant Streets Maintenance Worker I position within the same department. Eligibility for transfer requires the department to have a vacant position available at the same level as the employee's current role, and the employee must express interest in the transfer voluntarily. The Department Head has the authority to approve the transfer without the requirement of posting or interviewing for the vacant position. The employee's pay will remain unchanged following the transfer unless adjustments are necessary due to the pay range of the new position. If the current salary exceeds the maximum of the new range, the employee is ineligible to receive a salary increase until the salary range or longevity scale increases to incorporate the employee's pay rate. If the current salary is below the minimum of the new range, the employee will receive an increase to bring the employee's salary to the minimum of the new range.



#### 7.150. Health and Wellness.

Wellness Time: Full-Time employees are eligible to participate in a health and wellness activity for up to thirty (30) minutes per workday actually worked, unless authorized by the department head for longer duration, but in no case shall exceed ninety (90) minutes per week. Part-Time employees who regularly work at least twenty (20) hours per week are eligible to participate in a health and wellness activity for up to fifteen (15) minutes per workday actually worked, unless authorized by the department head for longer duration, but in no case shall exceed forty-five (45) minutes per week. Wellness time may be recorded in increments of fifteen (15) minutes on the employee's timecard. This time must be authorized by the department head and shall not interfere with matters of business. Wellness time ~~is~~shall not be considered hours worked for purposes of calculating overtime compensation with the following exception:

(1) An employee scheduled to work overtime for more than fifty percent (50%) of their annual pay periods may be paid for up to ninety (90) minutes per week or up to three (3) hours per pay period at straight time pay. Example: An officer required to work eighty-four (84) hours per pay period who participates in approved wellness time can be paid eighty-three (83) hours at straight time and the remaining one (1) hour would be overtime compensation.

A Full-Time employee may only accrue comp time during the workweek by meeting all of the following:

- (1) Participating in activities listed on the City's Wellness Calendar (only time spent at the City's Wellness activities qualifies; individual wellness activities do not qualify for comp time) AND
- (2) Must have worked the number of hours required to accrue comp time as outlined in sections 5.090 (c) and 5.100 in this policy manual AND
- (3) Is not maxed out on comp time.

Employees participating in wellness time must record wellness time on their timecard under a separate pay code and document the wellness activity completed. For purposes of this policy, when an employee is deemed to be on-call those days will count as a "workday actually worked".

#### 8.010. Paid Leave.

Full-time employees are ~~entitled to~~eligible to receive vacation leave, sick leave and other paid leave as may be established by the City. Except as required by law or as otherwise expressly provided for herein, part-time, and temporary or seasonal employees are not ~~entitled-eligible~~ to accrue or receive vacation leave, sick leave, or other paid leave.

#### 8.020. Leave Without Pay.

Employees may be granted leave without pay under certain circumstances in accordance with the procedures set forth herein. Full-Time employees requesting leave without pay for non-medical reasons must exhaust all accrued compensatory time, vacation, and holiday leave options in order to be eligible for leave without pay. Full-Time employees requesting leave without pay for medical reasons must exhaust all accrued paid leave options in order to be eligible for leave without pay. Unless otherwise provided by law, such as military or family and medical leave, leave without pay is a privilege and not a right. An employee is considered to be in leave without pay status when they do not work the number of hours required by their regular schedule and are unable to substitute any unworked hours with accrued paid leave. Leave without pay shall not constitute a break in service. Full-Time employees shall not be ~~entitled-eligible~~ to the accrual of any vacation leave, sick leave, or holiday leave during the period of leave without pay, but shall be ~~entitled-eligible~~ to maintain life insurance, group health insurance, and seniority ~~entitlement status, as required by law~~. To the extent permitted by law, Full-Time employees may be required to pay for continuation of insurance benefits while in leave without pay status.

#### 8.050. Unauthorized Absence.

(a) Any ~~unauthorized~~ absence denied by the employee's supervisor or department head of an employee shall be grounds for disciplinary action, up to and including termination.

#### 8.070. Paid Sick Leave.

(d) Utilization. Sick leave shall not be considered as a privilege that employees may use at their discretion but shall be allowed only in case of necessity and actual sickness, mental illness, or disability of the employee or an immediate family member of the employee. For purposes of this Section, immediate family member shall include the employee's legal or common law spouse, child, foster child, stepchild, brother, brother-in-law, sister, sister-in-law, parent, stepparent, mother-in-law, father-in-law, grandparent, spouse's grandparents, daughter-in-law, son-in-law, or grandchild. Sick leave may be used when the employee is unable to perform regular duties due to illness or disability of the employee or an immediate family member or for visits to the hospital, clinics, doctor's office, therapist's office, or dentist's office for diagnosis or treatment of illness, injury or examination of the employee or an immediate family member. Sick leave may be used for any event that would otherwise be covered under FMLA. In no event shall employees perform any work of any kind for compensation for any public or private entity or person (including for him or herself) during any period for which sick leave payments are being received from the City, without prior written approval from the City Manager. In no event shall employees be allowed to use more sick leave than he or she has accrued. For sick leave in excess of three (3) consecutive working days, or two (2) consecutive twenty-four (24) hour fire department duty shifts, or if abuse or excessive use of sick leave is indicated, the department head, supervisor, or the Human Resources Manager may require a certificate from the employee's physician verifying the employee's illness, stating that such illness prevented or prevents the employee from working, and describing its expected duration.

Examples of abuse and excessive use of sick leave may include ~~s~~ but are ~~is~~ not limited to:

- i. A Full-Time employee using ~~96~~ 80 hours within a 365-day period or a Full-Time firefighter working 24-hour shifts using ~~144~~ 120 hours within a 365-day period.
- ii. A detectable pattern of use by an employee
- iii. ~~An employee using sick leave when they are not actually sick~~
- iv. An employee using sick leave after being denied vacation leave
- iii.v. A detectable pattern of repeatedly running low or out of sick leave, except for in instances of FMLA and ADA leave or a new employee who hasn't accrued leave

## 8.100. Family and Medical Leave.

~~(a)~~ ~~(a)~~ Purpose. It is the purpose of this Section to provide guidelines for employees regarding leaves of absence in accordance with the Family and Medical Leave Act of 1993, as amended (FMLA or Act). The provisions set forth herein are intended to comply with such Act, and if any conflict arises or if an issue or definition is not addressed herein, the Act shall control. When referred to herein, the term "Act" shall include all federal rules and regulations promulgated pursuant to authority of the Act, including, but not limited to, provisions set forth in 29 C.F.R. Part 825, as amended. The provisions of this Section are also intended to comply with the National Defense Authorization Act, enacted January 28, 2008, as Public Law 110-181, and the amendments to the FMLA adopted therein.

~~(b)~~ Definitions.

- ~~(1)~~ Serious Health Condition. An illness, injury, impairment, or physical or mental condition requiring inpatient care or ongoing treatment by a healthcare provider that causes the employee to miss more than three (3) consecutive days or the equivalent of three (3) work shifts intermittently over a three (3)-month period. This includes conditions that may cause short-term, chronic, long-term, or permanent periods of incapacity.
- ~~(2)~~ Spouse. A husband or wife as defined or recognized in the state where the individual was married and includes individuals in a common law or same-sex marriage. Spouse also includes a husband or wife that was validly entered into outside of the United States, if the marriage could have been entered into in at least one state.
- ~~(3)~~ Child. A biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parents, who is either under the age 18, or age 18 or older and "incapable of self-care because of a mental or physical disability" at the time that FMLA leave is to commence.
- ~~(4)~~ Parent. A biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a child. This term does not include parents "in law."
- ~~(5)~~ Qualifying Exigency. Includes short-notice deployment, military events and activities, childcare, and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.



- (6) Covered Active Duty. For members of a regular component of the Armed Forces, means duty during deployment of the member with the Armed Forces to a foreign country. For a member of the Reserve components of the Armed Forces, means duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation, in accordance with 29 CR 825.102.
- (7) The next of kin of a covered service member. The nearest blood relative, other than the covered service member's spouse, parent, or child in the following order of priority: blood relatives who have been granted legal custody of the service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA.
- (8) Covered Service Member. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation or therapy, or is in outpatient status or on the temporary disability retired list for a serious injury or illness.
- (9) Serious Injury or Illness. One that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

(b)(c) Eligible Employees. Employees eligible for Family and Medical Leave Act leave as provided herein include employees who: (1) have been employed by the City for at least twelve (12) months; and (2) have been employed by the City for at least one thousand two hundred fifty (1,250) hours of service during the 12-month period immediately preceding the commencement of the leave.

(dc) Qualifying Reasons for Leave. Eligible employees shall be entitled to FMLA leave for circumstances qualifying for FMLA leave under the Act, which qualifying reasons are summarized as follows:

- (1) For the birth of a son-or-daughterchild of the employee and to care for the newborn child;
- (2) For the placement with the employee of a son-or-daughterchild for adoption or foster care and to care for such son-or-daughterchild;
- (3) To care for the employee's spouse, son, daughterchild, or parent with a serious health condition; or
- (4) Because of a serious health condition that makes the employee unable to perform the essential functions of the employee's job;
- (5) Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughterchild, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation;
- (6) To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughterchild, parent, or next of kin of the servicemember.

#### 8.160. Election Day Leave.

The City will comply with Utah Code § 20A-3a-105 regarding leave for employees to participate in election-related activities on Election Day.

#### **9.080. Confidentiality.**

Unauthorized disclosure and unauthorized access of privileged, private, and/or confidential information is prohibited and shall be grounds for disciplinary action, up to and including termination.

#### **9.090. Attendance.**

Regular attendance and punctuality are essential to providing high quality work, service to the public, and to avoid extra work for fellow employees. Employees shall be to work on time and shall perform duties during work hours as provided herein. Employees shall comply with the leave procedures set forth in Chapter 8 when leave is necessary.

#### **9.100. Outside Employment.**

For purposes of this policy, outside employment is defined as, any external employment, self-employment, or work activity outside the employee's primary responsibilities with the City that provides compensation. In order to reduce mental and physical fatigue, limit conflicts of interest, and reduce liability insurance expenses, no Full-Time employee shall be permitted to engage in any outside employment except as provided herein. Any Full-Time employee who engages in outside employment must complete and submit the Notice of Outside Employment Form (see Appendix H) to their department head for approval if any of the following apply:

- They work more than eight (8) hours per week in the outside employment, or
- They expect to earn more than \$5,000 per year from the outside employment, or
- Subsections (a), (b), (c), or (d) below might reasonably apply. ~~desiring to engage in outside employment or has any change in outside employment status must fill out and submit the Notice of Second Employment form (See Appendix H) and turn it in to his or her department head~~

#### 9.180. Gifts, Awards, and Prizes.

- (a) Employees shall avoid the appearance of conflicts of interest or favoritism. The following apply to the receipt of gifts, awards, or prizes. In some cases, they will be more restrictive than the minimum standards established under Utah law.
- (b) In all cases, "quid pro quo" (something for something) is prohibited. In other words, it is prohibited to receive a gift or item:
  - (1) That would create the appearance of bribery;
  - (2) under any circumstance that suggests the gift is directly connected to a specific transaction or contemplated transaction (i.e., awarding city contracts, land use applications, etc.)
- (c) Unless prohibited by subsection (b), Employees are permitted to accept gifts, awards, or prizes under the following circumstances:
  - (1) Gifts or food valued less than \$50 (cumulative per vendor/customer/resident, per year), or
  - (2) Gifts or food distributed to all attendees or randomly at conferences or other events, such as t-shirts, door prizes, drawing prizes, trade show bags, or food.

~~(d) This section does not apply to:~~

- ~~(4)(3) Awards presented by Syracuse City to an employee;~~
- ~~(2)(4) Awards publicly presented in recognition of public services;~~
- ~~(5) Gifts from family members or friends, provided that the friendship arose prior to or outside of the context of City employment, unless the criteria in subsection (b) apply.~~
- ~~(3)(6) Food supplied during work meetings with current vendors.~~

#### 15.010. Background Investigations.

(g) Annual Background Investigations. Employees and volunteers who are over the age of eighteen (18) and are working in the public safety, community development and parks & recreation departments in positions listed in below shall be subject to an annual background investigation to gather information pertaining to any criminal or sexually based convictions that may have occurred since hire or since the date of the last annual background investigation. Because criminal convictions can relate to the performance of job-related duties, the primary purpose of all annual background investigations conducted for employees and volunteers working in the public safety and recreation departments is to ensure that Syracuse City employees and volunteers who, in the course of their regular duties, may be required to enter citizen's homes or work with minors are held to the highest legal standards. If an annual background investigation conducted on a current Syracuse City employee or volunteer indicates that an employee or volunteer has been convicted of a criminal and/or sexual offense as listed in Subsection (h), that individual shall be subject to disciplinary action up to and including termination or ineligibility for volunteer service.

- Parks & Recreation Department
  - Assistant Parks & Recreation Director
  - ~~Assistant Parks Operations Manager~~
  - Facilities Maintenance Technician
  - Museum Curator
  
- Parks & Recreation Director
- Parks ~~Operations Manager~~ ~~Maintenance Superintendent~~
- ~~Parks Maintenance Crew Leader~~
- Parks Maintenance Worker
- Recreation Program Coordinator
- Recreation Manager
- Site Supervisor
- Any Recreation Department Volunteers

16.120. Accidents/Incidents and Work-Related Injuries.

(b) Medical Attention. To the extent circumstances permit, an employee who sustains a work-related injury shall be driven by the supervisor, another employee, or emergency personnel to one of the following medical facilities for any necessary medical attention:

- (1) Layton WorkMed (during business hours 8AM-5PM) and drug and alcohol screening must be done; or
- (2) Layton Parkway InstaCare: 201 Layton Pkwy #1A, Layton (after business hours 5PM-Midnight, Mon.-Sun.) and supervisor shall call the after-hours ~~WorkMed~~ Blueline Phone (801-~~575-8378387-8378~~) for drug and alcohol screening to be done; or
- (3) Layton Hospital Emergency Room 201 Layton Pkwy, Layton (after hours) and supervisor shall call the after-hours ~~WorkMed~~ Blueline Phone (801-~~575-8378387-8378~~) for drug and alcohol screening to be done; or
- (4) If life threatening or if transporting the employee may be dangerous, call 911.

19.010. Travel Costs.

(g) Permitted Expenses. The following allowances and payments may be made for travel expenses.

(1) Transportation. The City may pay for the cost of the most economical form of transportation. Employees traveling in a private vehicle will be reimbursed per mile and per vehicle at the current reimbursement rate permitted by the Internal Revenue Service. Employees traveling in a City vehicle will be reimbursed for any incidental and necessary costs incurred in connection with such vehicle. Receipts must be provided for reimbursement. If an employee chooses to travel back and forth from home to training rather than lodging as allowed herein, the city will only pay the lesser value of total lodging fees or transportation expenses such as travel pay and mileage reimbursement.

(2) Meals. The City may pay employees a per diem amount to cover the cost of meals during travel or training. ~~It is the policy of the city to comply with the provisions of Utah Administrative Code R25-7-6, regarding reimbursement for meals. However, t~~The City will only pay the rates set forth in the table provided, outlined in Table 1 and 2 of the policy. The remainder of the policy is not applicable to the City. Any meal provided during the duration of the conference or training shall be deducted from the per-diem. This may include hotel breakfast, conference breakfast or lunch, or a vendor-provided dinner. When in-state travel requires less than a full day, employees shall only be paid the breakfast rate when departing before 6:00 a.m. and shall only be paid the dinner rate when returning after 7:00 p.m.



<https://casotext.com/regulation/utah-administrative-code/administrative-services/title-r25-finance/rule-r25-7-travel-related-reimbursements-for-state-travelers/section-r25-7-6-reimbursement-for-meals>  
<https://www.gsa.gov/travel/plan-book/per-diem-rates>





# COUNCIL AGENDA

## April 22, 2025

Agenda Item “g”

Discussion to Finalize Draft Key Results and KPIs for City Vision Statements

### ***Background***

The City Council has already adopted vision statements for various departments, setting a clear direction for the future of Syracuse City. The next step in operationalizing these visions is to establish Key Results and quantifiable Key Performance Indicators (KPIs) that will guide the administration in tracking progress and ensuring accountability.

This meeting will provide an opportunity for the Council to conduct a final review of the draft Key Results and KPIs, offer input, and refine them to ensure alignment with the City's priorities and expectations.

### ***Overview of Edits to the Draft***

The revised draft (Version 1.5) of the City's Vision Statements and Key Performance Indicators (KPIs) proposes a number of deletions, refinements, and additions to improve clarity, better measures, and alignment with city priorities.

Based on feedback from the Council at the previous work session, the edits focus on the following:

- Added tracking of positive ratings and feedback from those who use customer-based services or attend city events.
- Added a measurement of cost per capita for all departments to compare with other cities

### ***Discussion Goals***

Review and finalize the draft key results and KPIs and give direction to the Administration whether to place on the May business session for adoption.

## City-Wide Vision Statements

### **1. We are a city with well-maintained infrastructure and efficient services that meet the needs of residents and businesses.**

#### **Key Results:**

- City infrastructure is reliable with zero or very few unplanned service interruptions.
- City department staffing levels are competitively efficient compared to similar cities.
- Overall public satisfaction of the city remains high.

#### **KPIs**

- # of unplanned service outages per year (utilities, road, IT)
- % of capital improvements in 5-yr plan with projected funding
- # of employees per capita (or other relevant unit) vs similar cities
- % positive ratings on customer-based services

---

### **2. We are a financially stable city that balances service quality with cost-effectiveness.**

#### **Key Results:**

- Overall city debt per capita remains low compared to similar cities.
- The city's "rainy day" funding level targets are met or exceeded.
- The total cost of city government per capita is competitive with nearby cities.
- 3-Year projected expenses align with projected revenue

#### **KPIs**

- Debt per capita rate vs similar cities
- Debt service as a percentage of total revenue
- Bond credit rating from rating agencies
- General Fund reserve (rainy day fund) level
- Total city budget and department budgets per capita vs nearby cities
- % of projected expenses with projected funding (3-yr projection)

---

### **3. We foster a strong sense of community pride and public safety through improvements, events, and services.**

### **Key Results:**

- Overall safety in the community remains high.
- The City produces and sponsors events and programs that improve the sense of community in the city.

### **KPIs**

- Crime rate per 1,000 residents
- # of emergency preparedness classes, educational messages, trainings conducted annually
- Number of volunteers engaged in city events, programs, civic bodies
- Social media engagement rates
- % positive ratings on citizen feedback surveys for events and customer-based services

## **Police**

### **1. The Syracuse Police Department is a professional, well-trained, and community-oriented force that responds effectively to crime and public concerns.**

#### **Key Results:**

- Officers exceed state-mandated training requirements.
- The department is engaged in proactive community outreach.
- Response times meet established targets.
- A performance measurement tool ensures effective patrols

#### **KPIs:**

- % of officers exceeding training requirements.
- # of hours of supervisors receiving supervisory training vs minimum standard.
- Average years of service of officers in the department.
- % of urgent calls responded to within target timeframe. (Refinement needed on data available)
- % of cases assigned to investigators resolved within target timeframe.

---

### **2. Officers are courteous, service-driven, and respected by the community.**

#### **Key Results:**

- The department maintains a positive public image.
- Officers receive service and courtesy training.
- The police department is active in building a positive relationship with the community.

**KPIs:**

- # of sustained complaints from the community regarding officer behavior per 1,000 population.
- % of officers with current crisis intervention training certification.
- # of community relationship actions taken by police officers.
- # of city-sponsored events with visible participation of police officers.

---

**3. Department staffing levels are guided by clear city policies aimed at effective policing.**

**Key Results:**

- Staffing levels align with targets agreed upon by City Council .
- Retention efforts reduce officer turnover.

**KPIs:**

- % of staffing level compared to target.
- Officer turnover rate (within three years vs after three years).
- % of days minimum staffing levels were at risk.

## **Fire/EMS**

**1. Syracuse Fire and EMS personnel are professional, well-trained, and respond quickly to emergencies with effective equipment.**

**Key Results:**

- Personnel training exceeds state requirements.
- Response times meet or exceed NFPA (National Fire Protection Association) standards.
- Equipment is consistently maintained and available for service.

**KPIs:**

- # of training hours completed compared to minimum standard.
- # of hours of supervisory training vs minimum standard.



- Average years of service of firefighters in the department.
  - % of emergency calls meeting response time standards.
  - % of major equipment receiving regular maintenance.
  - Ratio of mutual and automatic aid given vs mutual and automatic aid received.
  - # of days that major equipment is out of service
  - % of capital equipment projected to be funded in 5-year replacement schedule.
- 

## **2. The Fire Department is part of the community and is respected by the public.**

### **Key Results:**

- Public satisfaction with fire services remains high.
- Fire safety and emergency readiness education is provided in schools and to adults.
- The department is visible in city-sponsored events.

### **KPIs:**

- #of elementary schools receiving annual fire safety education vs total elementary schools in the city.
- % of city-sponsored events with fire department participation.
- Total estimated reach of safety education from social media and events.
- # of citizen emergency readiness trainings, educational outreach campaigns, and CERT classes offered.

## **Public Works/Utilities**

### **1. City utilities are affordable and financially sustainable.**

#### **Key Results:**

- Utility rates remain competitive and below state benchmarks.
- City has funding for operations and capital projects.

#### **KPIs:**

- Utility rates comparison to nearby cities.
- % of 5-year utility project budget funded for each utility.

- % of annual operations and capital project costs funded with utility rate and General Fund revenue.
  - Rate increases vs CPI over previous 5 years
  - # of hardship applications approved annually
- 

## **2. Public Works employees prioritize customer service and proactive infrastructure maintenance.**

### **Key Results:**

- The department quickly acknowledges and resolves public service requests.
- Department services are convenient to the public.

### **KPIs:**

- % of service requests acknowledged and resolved within targeted timeframes (multiple SLAs).
  - Number of customer accounts with unplanned infrastructure service disruptions lasting 24 hours or more.
  - Number of online/automated applications performed annually for excavation permits and storm permits and Bluestakes requests.
  - % of snow events that snow plowing service met city standard.
- 

## **3. The city has a strategic maintenance plan that ensures reliable infrastructure systems.**

### **Key Results:**

- Infrastructure improvements follow short term (current fiscal year) and long-term (five year) plans.
- Planned projects are completed on schedule.
- All state-required management plans are followed.

### **KPIs:**

- % of planned capital projects completed within targeted timeframes.
- % of Infrastructure master plans that are updated every 10 years.
- # of non-compliance violations according to state-required regulations for drinking water, sewer, and stormwater where the city is directly accountable.

# Parks & Recreation

## 1. Syracuse City offers well-maintained parks and facilities that accommodate diverse recreational needs.

### Key Results:

- Park conditions consistently meet high standards.
- The City strives to provide recreational opportunities for all age groups

### KPIs:

- % of parks and facilities rated "good" or better in internal inspections.
  - Maintenance budget allocation per 10 acres of maintained space.
  - Staffing per acreage of maintained space compared to national standard.
  - # of new programs and new recreational amenities investigated for feasibility per year.
  - # of recreation program participants in the following age groups: Pre-K, Youth, Adult, Senior.
- 

## 2. The Parks & Recreation Department provides financially sustainable recreation programs.

### Key Results:

- Programs generate sufficient revenue to cover direct costs of overall programming.

### KPIs:

- % of recreation programs meeting or exceeding direct costs.
  - % of overall recreation program direct costs covered by all programming revenue.
- 

## 3. The city has a comprehensive improvement plan that ensures the upkeep and enhancement of park facilities.

### Key Results:

- Park and Community Center improvements align with the city's park master plan.
- Projects are completed within acceptable timeframes.

### KPIs:

- Developed park acreage per 1,000 residents vs park master plan goal
- % of park projects completed on schedule per year.



- Park IFFP (Impact Fee Facilities Plan) updated every 5-10 years.
- % of park projects in 5-year plan with projected adequate funding.

## **Community & Economic Development**

### **1. Syracuse City has an effective strategic plan to support community and business development.**

#### **Key Results:**

- The city follows a strategic growth strategy.
- Business development is actively supported.

#### **KPIs:**

- % increase in sales tax revenue.
  - % increase in population growth.
  - Number of new businesses established annually.
  - Number of total businesses in the city.
- 

### **2. The Community & Economic Development Department staff is knowledgeable, responsive, and provides effective communication with citizens and businesses.**

#### **Key Results:**

- Staff is well-trained and informed about regulatory changes.
- Service requests and inspections are handled efficiently.

#### **KPIs:**

- % of inspections completed within target timeframes.
  - % of permit applications processed on schedule.
  - % of city notices meeting legal requirements.
  - % of online service requests responded to and resolved with targeted timeframes.
  - Avg # of training hours per employee in the department annually.
  - # of applications or requests processed online.
-

### **3. The Community & Economic Development Department takes active steps to recruit and grow the business sector of the community.**

#### **Key Results:**

- The city has a business-friendly environment.
- The city proactively engages with potential businesses.

#### **KPIs:**

- % increase in business-related tax revenue.
- Number of new jobs annually
- Number of outreach events and discussions with business leads.
- Resources (staff time & budget) allocated to business development.

## **Administration**

### **1. Administration employees are knowledgeable, courteous, and transparent in their operations.**

#### **Key Results:**

- Employees receive regular training and pursue specialized education.
- Employees provide courteous service with minimal public complaints.
- City records and actions are accessible and responsive to the public.

#### **KPIs:**

- % of employees receiving training annually.
  - Average years of experience in the department.
  - % of employees with higher or specialized education.
  - % positive ratings for customer-based services.
  - % of employees receiving customer service training.
  - % of GRAMA (Government Records Access and Management Act) requests fulfilled on time.
  - % of key documents available and updated online.
  - % of city council and planning commission meetings available online.
-

## **2. Syracuse City leverages technology to enhance communication and staff productivity, focusing on user-friendly services.**

### **Key Results:**

- Processes and communications are increasingly online and efficient.
- New technologies improve productivity and user experience.
- Residents benefit from digital city services.

### **KPIs:**

- % of requests/applications available online.
  - Number of technology trainings provided annually.
  - Estimated time and cost savings from digital improvements.
  - % of residents using online services (utility billing, passports, court, records requests).
  - Number of days with unplanned IT system downtime.
  - % of IT tickets resolved within standard timeframes.
  - % of employees receiving cybersecurity training.
- 

## **3. The justice court provides fair and efficient legal services to meet the City's needs.**

### **Key Results:**

- The court complies with all state legal standards.
- Court services are accessible and understandable to residents.
- Regular collaboration occurs between the Justice Court and City Council.

### **KPIs:**

- % of court documents and processes available online in english and spanish.
- % compliance with state legal standards for justice court recertification.
- At least one annual meeting is held between the Justice Court Judge and City Council to discuss city needs.





# COUNCIL AGENDA

## April 22, 2025

Agenda Item “h.1”      Continued FY2026 Budget Discussion –  
Property Tax Rate Discussion.

### ***Background***

Please review the files from the budget retreat materials presented on April 11, 2025.

Administration presented a “Requested” budget, a “No New Positions” budget, and a “No Tax Increase” budget.

Administration is requesting that the council give directions on whether council:

- (a) Wants to move forward with the no tax increase option presented
- (b) is considering a truth in taxation and what the priority would be for the truth in taxation. Where would the new tax dollars be allocated?

### ***Discussion Goals***

Discuss FY2026 budget and determine whether to propose a no tax increase option or determine if a truth in taxation process is necessary.



# COUNCIL AGENDA

## April 22, 2025

### Agenda Item “h.2” Recruitment & Retention Policy Concepts

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

- Any question regarding this agenda item may be directed at City Manager Brody Bovero.
- The City’s adopted policy on compensation is as follows:

*“It is the general policy of Syracuse City that it will compensate its employees on a merit-based system in a manner that is competitive with the market, for wages and benefits. Overcompensating does not ensure the best service and undercompensating erodes the City’s ability to attract and retain quality employees.”*

- Over the last several years, the combination of inflation and tight labor markets have put significant financial pressure on the city in order to compete in the market for quality employees. This situation, combined with the city’s need to expand certain departments has created a situation where the city’s long term financial outlook is becoming unfavorable.
- Based on discussions with the Council at the April Budget Retreat, the Administration is exploring different compensation concepts to still achieve the policy but within a stronger financial position.

#### ***Policy Change Concepts***

The staff and mayor have explored several compensation concepts that are still based on the general policy of the city. Below are some of those concepts:

**Option 1:** Merits increases are annual, calculated using the URS COLA index and a percentage of city sales tax growth rate. Benchmarks are every two years, but only adjust the wage if benchmark grows 1.5x – 2x the merit increases. Wage scales are adjusted to average of the top 4 for supervisory/management positions.

#### **Pros:**

- Merit increases are tied to the city’s ability to fund them (sales tax growth)

- Projected to reduce the overall cost of the policy over time vs current policy.

**Cons:**

- The 1.5x-2.x rule will likely create wage compression issues
- With some positions, the 1.5x-2x rule will prevent employees from realizing the top of the wage scale in their career.

**Option 2:** Merits increases are annual, calculated using the URS COLA index and a percentage of city sales tax growth rate. Benchmarks are also every year, but are capped at the same amount as the merit increase. For example, if the merit increases are 4.7%, the maximum benchmark adjustment would be an additional 4.7%. If the benchmark moved 5%, the total adjustment for the employee would be 5% (4.7% merit + 0.3% benchmark). Wage scales are adjusted to average of the top 4 for supervisory/management positions.

**Pros:**

- Merit increases are tied to the city's ability to fund them (sales tax growth)
- Projected to reduce the overall cost of the policy over time vs current policy.
- A cap on benchmarks prevents runaway costs.

**Cons:**

- For positions that experience exceptional wage growth, the cap will likely create wage compression issues.
- By capping benchmarks, some positions could become less competitive in the market compared to other cities.

**Option 3:** Merits increases are annual, calculated using the URS COLA index and a percentage of city sales tax growth rate. Benchmarks are also every year, but the combined merit and benchmark for any given year is 10%. For example, if the merit increases are 4.7%, and the benchmark was 12%, the maximum wage adjustment would be 10% total (4.7% merit + 5.3% benchmark adjustment). If the benchmark moved 5%, the total adjustment for the employee would be 5% (4.7% merit + 0.3% benchmark). Wage scales are adjusted to average of the top 4 for supervisory/management positions.

**Pros:**

- Merit increases are tied to the city's ability to fund them (sales tax growth)
- Projected to reduce the overall cost of the policy over time vs current policy.
- A cap on benchmarks prevents runaway costs.

**Cons:**



- For positions that experience exceptional wage growth, the cap will likely create wage compression issues.
- By capping benchmarks, some positions could become less competitive in the market compared to other cities.

### ***Goals of Discussion***

Review possible changes to the Recruitment & Retention Policy and provide direction to the Administration on which concept(s) are preferred.



# COUNCIL AGENDA

## April 22, 2025

### Agenda Item "h.3" Discussion Regarding Open Positions in the PD

#### Factual Summation

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

The Mayor gave Department heads an assignment to find possible cuts in the budget. In fulfilling this assignment, Chief Atkin determined that the City could save approximately \$240,000.00 in FY26 by not filling the two open positions that exist in the Department until FY27. These positions are slotted to be a traffic officer and a DARE officer. These positions have minimal impact on Patrol staffing and investigative efforts.

The only person in the Department certified to teach DARE is Officer Pollard. He is now assigned to Syracuse High School and has done an excellent job repairing relationships and supporting the administration. DARE training is only offered once each year in July.

Historically, we do not get lateral candidates for open positions. If the open positions are filled now, the Department will strive to get the new officers into the POST Academy in July. Assuming those new officers pass field training, they would be on their own sometime around January 2026. Whether or not these positions are filled now, the Department does not anticipate offering DARE in the upcoming school year.

| Budgetary Item                 | Approximate Savings |
|--------------------------------|---------------------|
| Salary and Benefits            | \$211,115.00        |
| DARE Supplies                  | \$13,250.00         |
| Traffic Training and Equipment | \$2,500.00          |
| Fuel                           | \$5,000.00          |
| Cell phones/MiFi/Netmotion     | \$2,380.00          |
| Dispatch Fees*                 | \$5,600.00          |
| <b>TOTAL</b>                   | <b>\$239,845.00</b> |

#### Discussion Goals

- This information was in the packet for the budget retreat but was not discussed. Chief Atkin is seeking direction from the Council regarding these open positions.
- In this meeting or a future meeting, Chief Atkin believes the Council needs to discuss whether the DARE program is the best option for our limited resources.