



SYRACUSE CITY

Syracuse City Council Work Session Agenda

June 24, 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: 884 8064 7345

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 June 24, 2025. Comments submitted by the deadline will be read for the record of the meeting.)*
- c. Planning items:
 1. Recommendation from Planning Commission; proposed amendments to Sections 10.82.030 and 10.30.020 of the Syracuse Municipal Code pertaining to Accessory Dwelling Units (ADUs). (15 min.)
 2. Review of City Land Rental/Lease Policies. (10 min.)
 3. Request for consideration of lease of City property for a mobile food operation operated by Amanda and Michael Hildebrand. (10 min.)
- d. Items involving the Utah Department of Transportation (UDOT)
 1. Continued discussion - proposed amendments to Syracuse Municipal Code Section 11.20 pertaining to enforcement of parking regulations on State-owned properties. (10 min.)
 2. Consideration of proposed Cooperative Agreement with UDOT regarding ownership, maintenance, and operations of the park and ride lots along West Davis Corridor (WDC). (10 min.)
 3. Continued discussion - Cooperative Agreement with UDOT for maintenance of trail and associated lighting along the West Davis Corridor. (10 min.)
 4. Consideration of proposed Master Landscape Maintenance Agreement with UDOT for maintenance of landscaping on West Davis Corridor. (10 min.)
- e. Proposed agreements/contracting issues:
 1. Interlocal agreement for participation in the North Davis Metro SWAT Team. (10 min.)
 2. Proposal to award municipal electric work contract to V.K. Electric, Inc. (5 min.)
 3. Review and discussion of responses to Request for Proposal (RFP) for design of roundabout located at approximately 3000 West 1900 South. (10 min.)
- f. Proposed amendments to the Syracuse City Fee Schedule pertaining to noise ordinance violation fee and park and trail violation fee. (10 min.)
- g. Discussion regarding proposed surplus property declaration. (5 min.)
- h. Adjourn.

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In compliance with the Americans Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the City Offices at 801-825-1477 at least 48 hours in advance of the meeting.

#### CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 20<sup>th</sup> day of June 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 June 20, 2025.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

June 24, 2025

Agenda item "c.1"

## Proposed Amendment to 10.82.030 (C) and 10.30.020 (E) (18)

### *Summary*

The mayor has requested that the city review the zones in which Accessory Dwelling Units (ADU) are allowed. The city recently reviewed a request by Mike Bastian to amend the ADU ordinances on 4/8/25. The city denied the requested amendment.

It should be noted that ADUs are a topic of interest in the state legislature, as the units are viewed as a way for cities to add affordable housing. The state has been encouraging cities to expand the areas in which the units are allowed. Utah Code 10-9a-530 adopted in 2021, requires cities to allow ADUs in all areas 'zoned primarily for residential use', but it also allows cities to prohibit ADUs on lots less than 6,000 square feet and in townhomes. In the 2025 session, HB88 would have allowed ADUs (internal, attached and detached) in all residential zones, regardless of lot size, in all cities in first-class and second-class counties. The bill failed, but may be considered again next year.

SMC 10.30.020(E) currently allows ADUs (internal, attached, or detached) in the following zones: A-1, R-1, R-2, R-3 and RPC(on lot sizes greater than 5,600 sf).

### *History*

The City Council discussed amending the RPC zone by increasing the minimum square footage required for an ADU from 5,600 to 6,000. See attached proposed text amendment in red. The Planning Commission discussed the item during their 6/3/25 meeting. They also held a public hearing and discussed further on 6/17/25. Planning Commission felt it was important to also visit the parking requirements for units in relation to on street and tandem parking. See attached for proposed language.

### *Process*

All land use related text amendments are required to receive a recommendation from Planning Commission, and hold a public hearing. After those two things occur, the item is forwarded back to the City Council to potentially adopt via ordinance.

### *Attachments*

*SMC 10.30.020(E)*

*RPC Zone 10.82*

### **10.30.020 Regulations for buildings and structures.**

(E) Dwelling, Accessory. Accessory dwelling units as defined in this title shall be subject to the following:

(1) Internal, Attached, or Detached. Accessory dwelling units may be built internal to, attached to, or as a separate unit detached from the principal dwelling on a lot where a single-family dwelling exists, in accordance to the standards set forth in this section. Accessory dwelling units are allowed in the following residential zone districts: A-1, R-1, R-2, R-3, and RPC subject to the provisions of this section.

(2) Owner Occupant Requirement. Accessory dwelling units shall only be permitted when an owner occupant lives on the property within either the principal dwelling or accessory dwelling unit. Owner occupancy shall not be required when:

(a) The owner has a bona fide, temporary absence of three years or less for activities such as military service, temporary job assignments, sabbaticals, or voluntary service (indefinite periods of absence from the dwelling shall not qualify for this exception); or

(b) The owner is placed in a hospital, nursing home, assisted living facility or other similar facility that provides regular medical care, excluding retirement living facilities or communities.

(3) Deed Restriction. A lot approved for development with an accessory dwelling unit shall have a deed restriction, the form of which shall be approved by the City Attorney, filed with the county recorder's office, indicating such owner occupied requirement of the property prior to issuance of a building permit for the accessory dwelling unit by the City. Such deed restriction shall run with the land until the accessory dwelling unit is discontinued, abandoned or revoked.

(4) One accessory dwelling unit is permitted per single-family residential lot.

(5) Underlying Zoning Applies. Unless specifically provided otherwise in this section, accessory dwelling units are subject to the regulations for a principal building of the underlying zoning district with regard to lot standards, such as building and wall height, setbacks, yard requirements and building coverage.

(a) An existing accessory structure whose setbacks do not meet the minimum requirements for a principal building may be converted into an accessory dwelling unit, but any noncomplying setbacks may not become more noncomplying.

(b) New construction for an accessory dwelling unit, not contained within the principal building, shall meet the minimum standards for accessory structures and shall meet all applicable fire separation requirements.

(6) Existing Development On Lot. A single-family dwelling shall exist on the lot or will be constructed in conjunction with the accessory dwelling unit.

(7) Minimum Lot Area. Within permissible zoning districts, the minimum lot area required for an accessory dwelling unit shall be:

(a) Internal. For accessory dwelling units located within the principal single-family dwelling, the minimum lot size shall be that of the underlying zone district.

(b) Attached. For accessory dwelling units located with an addition to the single-family dwelling, the minimum lot size shall be that of the underlying zone district.

(c) Detached. For accessory dwelling units located within a detached structure, the minimum lot size shall be 10,000 square feet.

(8) *Repealed by 20-10.*

(9) Separate Utility Connections. Separate utility connections shall not be permitted for internal accessory dwelling units. Owners of lots with an accessory dwelling unit shall be charged for two City utility connections, regardless of shared connection.

(10) Not a Unit of Density. Accessory dwelling units are not considered a unit of density and therefore are not included in the density calculation for residential property.

(11) Nightly Rental. Neither dwelling unit may be used for nightly/weekly rental.

(12) Home Occupations. Minor and major A home occupations in accessory dwelling units shall only be permitted for those businesses where no clientele visits are made to the property in order to maintain the residential nature of the dwelling unit.

(13) *Repealed by 20-10.*

(14) *Repealed by 20-10.*

(15) Size of Accessory Dwelling Unit.

(a) Internal accessory dwelling units (basement or attic) shall not exceed 50 percent of the gross square footage of the principal dwelling unit.

(b) Attached accessory dwelling units shall not exceed 50 percent of the gross square footage of the principal dwelling unit.

(c) Detached accessory dwelling units shall not exceed the footprint of the main dwelling or 1,500 square feet gross living area, whichever is smaller.

(d) The minimum size of an accessory dwelling unit is that size specified and required by the adopted building code of the City.

(16) Ownership. An accessory dwelling unit shall not be sold separately or subdivided from the principal dwelling unit or lot.

(17) Number of Residents. The total number of residents that may reside in an accessory dwelling unit may not exceed the number that is allowed for a "family" as defined in this code.

(18) Parking.

(a) An ~~internal accessory dwelling unit or an attached or detached~~ accessory dwelling unit that contains a studio or single bedroom shall require one additional on-site ~~and off-street~~ parking space. ~~Tandem parking not allowed. Unit's parking shall be independent from the primary household's parking.~~

(b) An ~~attached or detached~~ accessory dwelling unit that contains two or more bedrooms shall require two additional on-site ~~and off-street~~ parking spaces. ~~Tandem parking may be provided in tandem for accessory unit only, when sufficient on-street parking is also available and the lot is not located within a cul-de-sac. allowed, but unit's parking shall be independent from the primary household's parking.~~

(19) Location of Entrance to Accessory Dwelling Unit.

(a) Internal or Attached Units. Accessory dwelling units that are internal to or attached to a principal dwelling may access from an existing entrance on a street-facing front facade of the principal dwelling. No new street-facing entrances may be added to the principal dwelling for an accessory dwelling unit unless such access is located at least 20 feet behind the front facade of the principal dwelling unit.

(b) Detached Units. Accessory dwelling units that are detached from the principal dwelling may utilize an existing street-facing facade as long as the entrance is located a minimum of 20 feet behind the front facade of the principal dwelling.

(20) Exterior Design. Accessory dwelling units shall be regulated by the following exterior design standards:

(a) Height and setbacks of accessory dwelling units shall meet the accessory building standards in subsection (F) of this section.

(21) Conditional Use Permit Required. A minor conditional use permit shall be required for an accessory dwelling unit in compliance with the standards of review set forth in this code. Applications which do not meet the minimum standards set forth herein and have been denied by the Land Use Administrator as a minor conditional use permit may be appealed to the Planning Commission for review.

(22) Building Permit. A building permit is required for the proposed accessory dwelling unit, regardless of method of creation.

(23) Occupancy. No accessory dwelling unit shall be occupied until the property owner has obtained a building permit and certificate of final occupancy from the City.

## Chapter 10.82

# RPC – RESIDENTIAL PLANNED COMMUNITY ZONE

Sections:

**10.82.010 Purpose.**

**10.82.020 Permitted uses.**

**10.82.030 Conditional uses.**

**10.82.040 Minimum lot standards.**

**10.82.050 Off-street parking and loading.**

**10.82.060 Signs.**

**10.82.070 Development requirements.**

**10.82.080 Land use approval process.**

**10.82.090 Townhomes.**

### **10.82.010 Purpose.**

The purpose of this [zone](#) is to maximize the development quality of large tracts of undeveloped land that will afford opportunities for a more cohesive design and well thought out development pattern than may occur with smaller acreage development projects. The intent is to create neighborhoods that: have resilient property values, demonstrate superior architecture, provide a variety of housing styles and designs for young and mature households alike, provide [areas](#) for social interaction, are safe and [family](#) friendly, and increase the health and wellness of its residents by providing amenities and [open spaces](#) that encourage active lifestyles. [Ord. 18-21 § 1 (Exh. A); Ord. 16-27 § 1 (Exh. A).]

### **10.82.020 Permitted uses.**

The following, and no others, are [uses](#) permitted by right provided the parcel and/or [building](#) 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) (minimum lot size of 3,500 square feet).

(B) [Agriculture](#).

- (C) Churches, [synagogues](#), and [temples](#).
- (D) [Dwellings](#), single-family.
- (E) [Dwellings](#), townhomes, up to four attached\* (\*only if in accordance with SMC [10.82.090](#)).
- (F) Educational services.
- (G) [Household pets](#).
- (H) Minor [home occupations](#).
- (I) [Public](#) and quasi-public [buildings](#).
- (J) Club houses and recreational facilities.
- (K) [Public](#) parks.
- (L) Residential facilities for persons with disabilities. [Ord. 18-21 § 1 (Exh. A); Ord. 16-27 § 1 (Exh. A).]

#### **10.82.030 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) (minimum lot size of 5,600 square feet).
- (B) *Repealed by 22-32.*
- (C) [Dwellings](#), accessory (major/minor, see SMC [10.30.020](#)) (minimum lot size of ~~5,600~~ **6,000** square feet).
- (D) [Temporary commercial uses](#) (see SMC [10.35.050](#)) (minor).
- (E) Major A and major B [home occupations](#) (minor/major, see SMC [10.35.040](#)). [Ord. 22-32 § 1 (Exh. A); Ord. 18-21 § 1 (Exh. A); Ord. 16-27 § 1 (Exh. A).]

#### **10.82.040 Minimum lot standards.**

All lots shall be developed and all [structures](#) and [uses](#) shall be placed on lots in accordance with the following standards:

- (A) In no case shall the total maximum density exceed five units per gross acre.

(B) In general, the smallest lots should be located closest to an arterial or collector road to distribute traffic impacts more efficiently.

(C) All lots shall have [frontage](#) along a publicly dedicated street except for interior lots in the SFD-3,500, which may have [frontage](#) upon a shared driveway to be maintained by the HOA. [Frontage](#) requirements for lots on a shared driveway shall be the same as if fronting on a [public street](#). Dimensions of all shared driveways shall be determined by the fire marshal and shall comply with all current IFC Codes.

(D) Of the total number of lots, a maximum of 50 percent shall be less than SFD-5,600.

(E) A minimum variable [setback](#) of three feet from one [dwelling](#) to the next on the same side of the street shall be shown on the subdivision plat and [building](#) permits shall only be issued in accordance with the approved varied [setbacks](#) shown on the plat. The three-foot [setback](#) variation for each lot shall be in relation to the lot(s) immediately abutting on the same side of the street and not in relation to the minimum [setback](#). No home shall be placed using the variable [setback](#) in a way which encroaches into the minimum [setbacks](#) established in the table below.

(F) Garages shall be set behind, or at a minimum on the same plane as, the living space or covered outdoor living space on lots SFD-5,600 and larger.

(G) Covered front porches on SFD-3,500 – 5,599 lots with front doors that face a [public street](#) may encroach up to two feet into the required [front yard](#) setback.

| Lot Standards                                                          | SFD- >7,000 | SFD-5,600 – 6,999 | SFD-3,500 – 5,599 |
|------------------------------------------------------------------------|-------------|-------------------|-------------------|
| Minimum Lot <a href="#">Area</a> (SF)                                  | 7,000       | 5,600             | 3,500             |
| Minimum <a href="#">Lot Width</a> (LF)                                 | 70          | 55                | 42                |
| Minimum <a href="#">Front Yard</a> to Living Space or Open Porch (LF)  | 15          | 15                | 10*               |
| Minimum Interior <a href="#">Side Yard</a> (LF)                        | 8           | 8                 | 5                 |
| Minimum Street <a href="#">Side Yard</a> (LF)                          | 15          | 15                | 10                |
| Minimum <a href="#">Rear Yard</a> (LF)                                 | 15          | 15                | 10                |
| Alley <a href="#">Rear Yard</a> Setback to Garage or Living Space (LF) | 0           | 0                 | 0                 |
| Maximum <a href="#">Building Height</a>                                | 35          | 35                | 35                |

| Lot Standards      | SFD- >7,000 | SFD-5,600 – 6,999 | SFD-3,500 – 5,599 |
|--------------------|-------------|-------------------|-------------------|
| Off-Street Parking | 2           | 2                 | 2                 |

\* See subsection (G) of this section.

[Ord. 18-21 § 1 (Exh. A); Ord. 17-18 § 1 (Exh. A); Ord. 16-27 § 1 (Exh. A).]

#### **10.82.050 Off-street parking and loading.**

Maximum number of homes in a shared driveway of a SFD-3,500 [area](#) shall be six. No parking shall be allowed on shared access driveways. If the unit features a side or rear-fed garage, on-street parallel parking stalls may be counted towards the required visitor parking. On-street stalls shall be well marked with paint. Otherwise, off-street parking and loading shall be provided as specified in Chapter [10.40](#) SMC. [Ord. 18-21 § 1 (Exh. A); Ord. 16-27 § 1 (Exh. A).]

#### **10.82.060 Signs.**

The [signs](#) permitted in this [zone](#) shall be those allowed in residential [zones](#) by Chapter [10.45](#) SMC. [Ord. 18-21 § 1 (Exh. A); Ord. 16-27 § 1 (Exh. A).]

#### **10.82.070 Development requirements.**

(A) Minimum land requirements for MPC zone: 100 contiguous acres. Noncontiguous land [areas](#) below 100 acres in size may be added to the planned community if:

- (1) The noncontiguous land [area](#) is proposed in conjunction with a plan submittal containing a land mass of at least 100 contiguous acres;
- (2) The noncontiguous land [area](#) is not smaller than 10 acres;
- (3) All land [areas](#) within the development are managed by one HOA;
- (4) All land [areas](#) share the same development theme;
- (5) The noncontiguous land [area](#) is located within a third mile of the larger 100-acre land mass (0.33 mile);
- (6) Be limited to one noncontiguous land [area](#) in addition to the larger land mass.

(B) Land [Use](#) Master Plan.

- (1) A land [use](#) master plan shall be submitted congruently with the concept plan application and in addition to the requirements of the concept plan submittal found in SMC [8.20.010](#). The plan

shall include the following:

- (a) Existing property boundaries.
- (b) Proposed [lot lines](#).
- (c) Color coded categories grouped by lot size and/or housing product type.
- (d) Table indicating gross calculations such as number of lots in each housing/lot size category and acreage/percentage of [common space](#).
- (e) Location and size of [common spaces](#).
- (f) Configuration of streets, trails, and sidewalks.

(2) A professional planner shall design the land [use](#) master plan.

(C) Traffic Impact Study. Developer shall provide a traffic impact study to be submitted congruently with preliminary plat application.

(D) Architectural Theme Plan.

(1) An architectural theme plan shall be submitted congruently with the preliminary plat application and in addition to the requirements of the preliminary plat submittal found in SMC [8.25.010](#). The plan shall include the following:

- (a) Examples of design themes that can be duplicated throughout the development that will provide unity and sense of place. Examples may include cladding materials, roof styles, light fixtures, colors, textures, or architecture styles such as craftsman, contemporary, colonial, Mediterranean, Cape Cod, etc.
- (b) Conceptual Elevations and Floor Plans. All plans must adhere to the architectural requirements detailed in this chapter.

(E) Landscape Theme Plan.

(1) A landscape theme plan shall be submitted congruently with the preliminary plat application and in addition to the requirements of the preliminary plat submittal found in SMC [8.25.010](#). The plan shall include the following:

(a) Landscape plans for all HOA or common [open spaces](#), streetscapes, and any additional land to be landscaped by the project developer are required. Plans shall specify:

- (i) Tree locations;
- (ii) Hardscape locations;
- (iii) Amenities;
- (iv) Sidewalks;
- (v) Trails;
- (vi) Fencing;
- (vii) Entry monument signage design and [landscaping](#).

(F) Architectural Requirements.

(1) The following standards apply to homes within the master planned community zone:

- (a) Stucco, [masonry](#), fiber cement siding and/or similar quality construction products shall be used on all exterior walls. No vinyl siding shall be permitted.
- (b) A minimum of two elevations shall be drawn for each [dwelling unit](#) type. Differences between elevations may include rooflines, [use](#) of exterior materials, color schemes, [use](#) of porches, window location, size, shape or treatments and similar features that vary the appearance of the elevation.
- (c) Where the same [dwelling unit](#) type is to be constructed adjacent to or directly across the street, a different elevation shall be used including a different roofline, exterior materials, and color schemes. Rooflines shall be varied at a minimum of every five homes in a row. This may be accomplished by varying the number of stories, roof type (including shed, gable, hip, Dutch, or dormer roofs), or ridgeline directions to create variation.
- (d) Rear or side end facades that are visible to a street, park or trail shall comply with the regulations for new residential construction in SMC [10.30.020](#).
- (e) To assist in adding architectural variety, side facing, detached, or alley-fed garages are encouraged. Garages shall not be the predominant architectural feature of any [building](#).

(f) Outdoor living spaces such as porches, balconies, or patios are required on all [dwelling units](#). Outdoor living spaces must be sized adequately for a minimum of two chairs and be oriented towards the street or shared driveway to encourage social interaction with neighbors. Outdoor living spaces that do not face the street or shared driveway may be included in addition to those required to face these [areas](#).

(i) Outdoor living spaces must be at least 25 square feet, providing for seating and a walking access to the seating.

(2) On lots less than 5,600 square feet, all [corner lots](#) and homes that front a [public](#) road shall have front doors facing [public](#) roads; all remaining homes on lots less than 5,600 square feet shall face a private drive. A body established and maintained through the HOA shall review all exterior structural changes to any [building](#) within the development to ensure that these conform with the architectural theme plan that was approved with the subdivision.

(G) [Common Space](#) Requirements.

(1) A minimum of 25 percent of the gross project acreage shall be established as [common space](#).

(a) Ownership and maintenance responsibilities of [common space](#) shall be specified in a [development agreement](#).

(b) All [common spaces](#) shall be accessible to the general [public](#) with the exception of clubhouses, pools, or other private amenities as agreed to in the [development agreement](#).

(2) Remnant parcels that are inaccessible, have a boundary shape that will not accommodate an amenity, or are otherwise unusable may not be counted towards the [common space](#) calculation.

(3) [Yard](#) areas within single-family detached lots that are intended as usable [yard](#) space for the individual units shall not be counted toward meeting the minimum [common space](#) requirement.

(4) The developer shall provide amenities as agreed upon by the [City Council](#) with terms and parameters of development and maintenance established in a [development agreement](#). All private amenities shall be maintained by an HOA. The City shall assume responsibility for the maintenance of all [public](#) amenities and facilities.

(5) [Landscaping](#) alone does not qualify an [area](#) as [common space](#). However, informal landscaped [areas](#) for play, relaxation, and meditation are encouraged.

(6) Unless otherwise approved by the Council, and subject to the provisions set forth in this chapter, the underlying fee ownership of all publicly accessible [open space](#) land shall remain in single ownership and may be owned and maintained by one of the following entities: [homeowners' association](#), land trust, conservation organization, or governmental entity.

(7) [Landscaping](#) within common [areas](#) must be completed prior to approval of the next consecutive phase of the subdivision.

(8) In-Lieu Fee for Required [Common Space](#). An in-lieu fee may be accepted for the development of a nearby City park under the following conditions:

(a) The developer initiates a request to pay a fee in-lieu of required [common space](#) by petitioning the City at the same time that the concept plan is under review.

(b) The proposed project shall be located within one-half mile (measured in a straight line) of an existing or future Syracuse City park as identified in the adopted Parks Master Plan. Measurement shall be made from the nearest property line of the park to the nearest property line of the development project.

(c) The in-lieu fee shall not be approved if any portion of the proposed development is further than one mile from the nearest receiving park property boundary.

(d) The park property to receive the fee money shall be identified and approved in conjunction with the concept plan.

(e) Qualification of an off-site location to receive in-lieu of [common space](#) fees shall be approved by [City Council](#) based upon the development needs and priorities stated in the adopted Parks Master Plan, and such qualification shall be decided at the time that the Council reviews the concept plan.

(f) The spending of in-lieu fees shall be limited to the determined off-site receiving location and for no other civic or private [use](#).

(g) If the [City Council](#) does not accept the request for in-lieu of fees based off the qualifiers stated herein, the development shall build the on-site [common space](#) as required by the RPC [zone](#).

(h) If a fee is accepted in-lieu of [common space](#), the project will nevertheless be required to build at a minimum: one on-site common amenity such as a tot lot, sport courts, and/or pool

occupying at least five percent of the total project land [area](#). All on-site [landscaping](#) and [common space](#) amenities shall be maintained by an HOA.

(i) The fee money will be due to the City prior to recording of the final subdivision plat proportionate to each phase as applicable.

(j) Development may be allowed on the land that has been accounted for through the collection of in-lieu fees at a density not to exceed the maximum units per acre prescribed by the [zone](#).

(k) In-lieu fees shall be calculated on an individual basis. In-lieu fee amount shall be roughly equivalent to the value of forgone on-site [common space](#) area(s) and improvements. Fees shall be determined using mutually accepted methods for cost estimating the dollar amount needed to build the equivalent park improvements and acquire the land needed for said park space. Credit for on-site [common space](#) developed beyond the minimum five percent identified in subsection (G)(8)(h) of this section, and actually built within the development, may be subtracted from the estimated fee due.

(l) The agreed upon fee amount, percentage of provided on-site and off-site in-lieu fee, and park development cost per square foot shall be included in a [development agreement](#).

(9) The [landscaping](#) requirements found in SMC [10.30.050](#) shall supersede any potential conflicting HOA covenants concerning [landscaping](#) and conservation of irrigation water.

#### (H) Required Amenities.

(1) Amenities such as hard surface trails, benches, sports fields, picnic shelters, clubhouses, pools, basketball courts, tennis courts, community gardens, pickle ball courts, playgrounds, splash pads, or other amenities as approved by the [City Council](#) are required in each [common space](#).

(2) Clubhouse plans shall go through [site plan](#) review as detailed in SMC [10.20.090](#) before receiving a [building](#) permit.

(3) No [dwelling](#) shall be located further than one-quarter mile from an amenity.

(4) Amenity access shall be shown on a circulation plan indicating how automobiles, cyclists, and pedestrians will access amenities.

(5) Storm water detention basins may be considered as [common space](#) only if they are designed, landscaped, and include an amenity.

(I) Property Maintenance. A [homeowners' association](#) (HOA) is required to ensure that private amenities, [landscaping](#), [common spaces](#), trash removal, [building](#) exteriors, and street trees are maintained and/or replaced as needed. The HOA covenants of the community shall be recorded with the county and applied to all phases of development.

(J) [Landscaping](#) Requirements.

(1) [Yard](#) areas shall be designed to avoid water pooling and steep grade changes between lots.

(2) Streetscapes shall be designed for pedestrian safety and visual interest by using three-foot variable [front yard](#) setbacks and inclusion of traffic calming measures.

(3) Tree-lined streets are required.

(a) Street trees shall have a minimum two-inch caliper trunk size measured 12 inches above ground level, at the time of installation.

(b) Best management practice recommendations as published by the International Society of Arboriculture (ISA) shall be followed to improve tree survival.

(c) Street trees damaged or killed must be replaced within one planting season by the HOA.

(d) All required street trees within a subdivision phase shall be planted before the warranty on the subdivision is released. Specific regulations concerning tree planting shall be established in the [development agreement](#).

(e) During winter months when tree planting is not practical, the developer shall place sufficient funds in an escrow account to be released once planting is completed.

(f) Street trees shall be selected in accordance with the approved tree species in SMC [10.30.070](#).

(g) Street trees shall be spaced per the approved species list per [parkstrip](#) width. The approved species list is found in SMC [10.30.070](#). In no case shall street trees be planted further than 50 feet apart.

(4) The landscape plan shall account for aesthetics and passive solar landscape design on all private [buildings](#) owned and/or maintained by the HOA which are intended for occupancy. Wherever possible, deciduous vegetation including trees and structured climbing plants shall be positioned on the south and west side of [buildings](#) to provide shade in the summer and sun in the winter. The proposed height of these trees should be indicated on plans to ensure that their height is adequate to provide passive solar benefits to adjacent [structures](#). The intent of these plantings shall be noted on the plan for clarification. Passive solar landscape design is encouraged for residences, but not required.

(5) Landscape design shall [screen](#) utility boxes for phone, power, telecommunication, and other unsightly utilities from view in all directions.

(6) Minimal fencing is required to preserve views, encourage social interaction, and provide for the preservation of [open space](#). [Fence](#) height and style shall be sensitive to location and context with the intent to preserve views and provide for [public](#) safety through retaining as much visibility of pedestrian access ways and streets as possible. The details of the locations of fencing types shall be established in the [development agreement](#) with a map exhibit clearly showing where each [fence](#) is to be located. This map shall indicate [fence](#) type, height, color, and materials.

#### (K) Traffic Circulation Requirements.

(1) A hierarchy of local, collector, and arterial streets shall be designed as specified in the transportation master plan or determined by staff review.

(2) Collector streets shall be designed to safely and efficiently move automobile and pedestrian traffic through the neighborhood. The [use](#) of 90 degree turns and stop [signs](#) on collector streets should be minimized as much as possible.

(3) Collector roads should utilize traffic calming measures such as chicanes, curb “bulb-outs,” street islands, mid-block pedestrian crossings, bicycle lanes, cycle tracks, curbed bioswales, raised planted medians, street trees, decorative crosswalks, traffic circles, or other measures approved by the [City Council](#). All traffic calming measures shall comply with the International Fire Code.

(4) All local streets should utilize the low volume local cross section from the City engineering standards.

(5) Dedicated pedestrian and cycling facilities designed to provide safe and attractive recreation opportunities are required to be included in each street right-of-way.

(6) All required street lighting shall match the development theme, as approved by the [City Council](#).

(7) All corners of street intersections must be landscaped with decorative [landscaping](#) including boulders, shrubs, decorative grasses, mulch, flagstones, decorative ground cover other than [sod](#), or other decorative measures approved by the [City Council](#).

(8) Alleys shall be a maximum of 16 feet in width.

(9) A defined walkway to the front door which extends to the [public](#) walkway or [public street](#) shall be provided on all SFD-3,500 lots with front doors facing a [public street](#). These walkways are also encouraged but are not required on all other lots. Decorative [landscaping](#) shall be included for one and one-half feet on one or both sides of all private walkways leading to front doors.

(L) Block Size.

(1) Blocks shall not exceed 1,320 feet in length.

(2) Hard surface mid-block pedestrian access ways shall be provided to maintain the maximum one-quarter mile distance between amenities and residents.

(a) Mid-block pedestrian access ways shall be bordered on any side not abutting an access by two-foot landscape buffers between the paved accesses and abutting property lines. These landscape buffers shall include a mixture of vegetation, which shall not encroach onto or over the paved access within a height of six feet.

(M) Trails.

(1) All trail locations within the development boundaries shall be improved per the trails master plan and built to City engineering standards.

(2) Trails should connect with other sidewalks and trail facilities whenever possible.

(3) A 10-foot-wide concrete or asphalt trail is encouraged in lieu of sidewalk along arterial roads.

(4) Trailside seating is required at one-half mile intervals along the trail system.

(a) Seating shall be built over a weed barrier or solid surface.

(5) If trails will be dedicated to the City, all trail maintenance and ownership agreements shall be finalized in a [development agreement](#).

(N) Sensitive [Areas](#). Wetland [areas](#) identified through studies required in the sensitive overlay [zone](#) shall be preserved with a conservation easement. [Ord. 22-08 § 1 (Exh. A); Ord. 18-21 § 1 (Exh. A); Ord. 16-27 § 1 (Exh. A).]

#### **10.82.080 Land use approval process.**

(A) Due to the unique nature of master planned community developments, an alternate approval process is hereby adopted. This process is adopted to ensure that the [land use authority](#) has a clear understanding of the nature of the proposed development prior to giving [zone](#) approval, and then expediting development after approval is given. It also calls for more detailed plans as the project develops, so that a property owner will have opportunities to receive input from the [City Council](#) on the project prior to investing in detailed plans.

(B) Requests for [general plan](#) map amendment, pursuant to SMC [10.20.060](#), shall be accompanied by the documents required for a subdivision concept plan, as provided in Chapter [8.20](#) SMC, for the entire development. These items shall be considered concurrently, with input provided by the [Planning Commission](#) and [City Council](#) to the property owner during the approval process. The [City Council](#) is the [land use authority](#) for this joint application, with the [Planning Commission](#) acting in a recommending capacity.

(C) Requests for an amendment to the zoning map, pursuant to SMC [10.20.070](#), shall be accompanied by the documents required for a preliminary subdivision review, as provided in Chapter [8.25](#) SMC, for the entire development. The application shall also be accompanied, to the extent Chapter [8.25](#) SMC does not require it, by:

- (1) Master plan, including lot sizes and densities for each lot;
- (2) Circulation plan;
- (3) Architectural theme plan; and
- (4) [Landscaping](#) theme plan.

(D) The preliminary subdivision plat shall be considered concurrently with the zoning map amendment. The [City Council](#) is the [land use authority](#) for this joint application, with the [Planning Commission](#) acting in a recommending capacity. Once approved, the preliminary subdivision plat shall be

considered a binding zoning document. The applicant must also execute a [development agreement](#) in connection to the zoning map amendment.

(E) Final subdivision approval for each phase of development for a master planned community shall proceed as provided in Chapter [8.30](#) SMC.

(F) The entirety of the proposed project must be presented and approved in one approval process. After the [City Council](#) grants preliminary approval of a development, no additional phases may be added.

(G) RPC [zone](#) entitlement is contingent upon the developer following the concurrently approved preliminary subdivision plat and the required [development agreement](#). The [development agreement](#) shall run with the land and remain in force for the original developer. All subsequent owners of at least five percent of the land originally proposed to be developed shall be bound to the terms of the original agreement and plat until the conclusion of development. Failure of the developer to comply with the terms of the [development agreement](#) or preliminary subdivision plat may result in the Council reverting zoning back to the designation that existed prior to the zoning map amendment. [Ord. 18-21 § 1 (Exh. A); Ord. 16-27 § 1 (Exh. A).]

#### **10.82.090 Townhomes.**

Attached townhomes are allowed as a node within the larger master planned community with the following regulations:

(A) Townhome units shall not comprise more than 20 percent of the total project development units.

(B) Townhome units shall be identified and approved with the concept plat.

(C) The number of townhome nodes are limited to two within the total development.

(D) Be contiguous as to provide a nodal neighborhood of similar housing product.

(E) Each unit shall provide enclosed car parking.

(1) A minimum of 75 percent of the units shall provide two-car garages.

(F) Front [setback](#) is eight feet.

(G) Side [setback](#) is five feet to property line, or 10 feet between [buildings](#).

(H) Rear [setback](#) is 10 feet to property line, or 20 feet between [buildings](#).

(I) Townhomes shall not be allowed in the RPC [zone](#) unless one of the following is met:

(1) Townhome node has [frontage](#) and access upon a major arterial road that is owned and maintained by the State Department of Transportation.

(2) Townhome node shares a property line with an existing general commercial, [professional office](#), or industrial development.

(J) [Common Space](#). An additional five percent of [common space](#) shall be added to the overall development project total [common space](#) as required in SMC [10.82.070](#)(G)(1). Said [common space](#) will be eligible for in-lieu fee participation according to SMC [10.82.070](#)(G)(8), however, a minimum of one amenity such as a tot lot or other amenity tailored to and located within the townhome node(s) shall be required, even if in-lieu fees are accepted.

(K) Density within the townhome node is limited only by the required [setbacks](#), however, the townhome units within the node shall be counted towards the total project units and the project's total density shall not exceed the maximum allowed units per acre described in SMC [10.82.040](#).

(L) Lot size within the townhome node may be zero lot line or otherwise without a minimum lot size limited only by the required [setbacks](#) as described in subsections (F) through (H) of this section.

(M) Architectural elevations, [building](#) placement, and floor plans for townhomes shall be designed in accordance with SMC [10.82.070](#)(F) and required to be included and cohesive within the project's architectural theme plan and [development agreement](#). [Ord. 18-21 § 1 (Exh. A).]

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The Syracuse Municipal Code is current through Ordinance 25-20, passed April 8, 2025.

Disclaimer: The city clerk's office has the official version of the Syracuse Municipal Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://syracuseut.gov/>

City Telephone: (801) 614-9633

Codification services provided by [General Code](#)



# COUNCIL AGENDA

June 24, 2025

Agenda item "c.2"

## Review of City Land Rental/Lease Policy

### *Summary*

The city currently allows residents and the general public to rent city property and facilities in a variety of ways. The city consolidated fee schedule establishes standard fees for various rental scenarios. The consolidated fee schedule lists park land rental for concessions, whole park rental for special events, athletic field rental, equestrian park rental, various court rentals, bowery rental, and heritage days vendor booth rental. It also lists building rentals of the community center, visitor center, and it is even listed that the city hall lobby and council chambers are available for rental. The units of rent are 'per rental', 'per day', 'per hour', and even 'per month'. The reasons for rental vary from recreational, for-profit, competition, reunions, and parties, etc.

The city has an ordinance in chapter 13.40.060 that requires the city to hold a public hearing prior to leasing city property. The city may approve or deny a lease agreement after having negotiated terms and conditions as it may deem desirable, fair, and appropriate, considering intended land use, equivalent property tax value, and the best interest of the City. It is assumed that this ordinance applies to properties not already listed with a standard fee in the consolidated fee schedule.

The city also has a related policy used for the sale, disposition, or transfer of city property. The Surplus Property Policy, as it is known, has a section for surplus or sale of real estate. 'Insignificant' parcels may be conveyed for market value after receiving approval by a resolution of the city council. No public hearing is necessary for the conveyance of insignificant parcels. 'Significant' parcels must be authorized by City Council following a public hearing. Significant parcels usually are sold in a publicly advertised competitive bid process for appraised value or more. However, parcels may be sold directly to a buyer under a negotiated price if it is advantageous for economic development and no conflict of interest exists.

Section 4.35.160 Concessions says 'No person may sell food, drinks, or other items in the park, trail or multi-use open space except as may be permitted by special contract approved by the City.' Currently, the Parks and Recreation Director approves or denies concession vendor requests at a park. If a request is approved, the business owner works with the city business licensing clerk to sign a rental agreement and fill out a business license application.

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

The city has been receiving a higher than normal number of requests to use city property for mobile food businesses, concession vendors, and other mobile ventures. Most commonly requested is to set up in a city park parking lot. Sometimes, it is unclear where the city park parking lot ends and the 'non-city-park-but-city-owned-parking-lot' begins. It is sometimes unclear if the standard park land rental fee of \$250 per month found in the consolidated fee schedule applies, or if the process for leasing city land in chapter 13 for a negotiated price applies. The \$250 fee does not reflect market prices for similar mobile food locations.

The city must weigh the potential proceeds from renting these public spaces with the wear and tear and management costs that these businesses inflict. These mobile businesses occupy valuable public space, have an impact on city facilities like nearby bathrooms, which city staff have to clean. Oftentimes, they run a loud generator, fill up the park's trash cans, or compete for recreation program parking spaces. Other times, they need additional electrical upgrades so the generator does not need to run. When certain spaces are rented like the city hall, many times the rental is after hours, spurring staff to have to work overtime since the renter cannot be left alone in the building unattended.

In the past, the city has entered into lease agreements with firework vendors, allowed harvest host in the museum parking lot (which ordinance says camping in a city park is permitted with a fee, but there is no fee listed in the consolidated fee schedule), rented to snow cone vendors in various parking lots, council chambers to HOA meetings, and food trucks in others. This is in addition to special events like Heritage Days and the Farmers Market. In some circumstances, a vendor has rented the same spot from the city for many years without a competitive bid process. In other cases, similar vendor requests are rejected. Administration has done its best to apply the policies and ordinances in place, however, at times it is unclear what parameters should be used for allowing or disallowing these sorts of lease/rental agreements.

An informal phone survey of surrounding cities revealed that Syracuse City is the only city of those surveyed that rents city land to outside vendors (not including special events). The cities included in the survey were: Kaysville City, Farmington City, Layton City, Bountiful City, West Point City, and Clearfield City. The city collected \$2,125 in concessionaire park rental fees in fiscal year 2024-2025. Not renting the spaces would lose that revenue, but would simplify city operations, keep private business private, and public spaces public.

It is requested for council to consider this situation, and decide if the city should amend its leasing policies, amend the consolidated fee schedule, remove some city owned spaces from rental availability, or propose other policies not yet considered.

### ***Attachments***

City Ordinances

City Policies

Consolidated Fee Schedule

## Chapter 13.40 - PURCHASING PROCEDURES

### 13.40.060 Disposal or lease of public property.

All disposal, leases, and subleases of public property of the City shall be made under the same conditions and limitations as nearly as possible, as required by this chapter in the purchase of public property, but the Governing Body, at its discretion, may also authorize:

- (A) The sale of any property at public auction if it deems such a sale desirable and in the best interest of the City; or
- (B) The lease or sublease of any such property at a properly advertised public hearing under such terms and conditions as it may deem desirable, fair, and appropriate, considering intended land use, equivalent property tax value, and the best interest of the City.

## Chapter 4.35 - CITY PARKS AND TRAILS

### 4.35.160 Concessions.

No person may sell food, drinks, or other items in the park, trail or multi-use open space except as may be permitted by special contract approved by the City. [Ord. 16-09 § 1 (Exh. A); Ord. 12-07 § 1 (Exh. A); Ord. 06-05 § 1; Code 1971 § 4-07-160.]

### 4.35.170 Property reservations and fees.

In general, park, trail and multi-use open space usage is available on first-come, first-served basis. Planned events in which a reservation has been obtained shall have priority over events or uses that have not obtained a reservation.

- (A) Reservations. Application for reservation of amenities may be made at the City office.
- (B) Fees. A fee set by resolution shall be charged and collected at the time of reservation.
- (C) Keys. Keys to reserved facilities may be picked up at the City offices on the last working day prior to the date of the reservation and returned on the first working day thereafter. A deposit shall be required and shall be forfeited if the key is lost or damaged. No such key shall be duplicated except by authorized City personnel. [Ord. 16-09 § 1 (Exh. A); Ord. 12-07 § 1 (Exh. A); Ord. 08-02 § 16; Ord. 06-05 § 1; Code 1971 § 4-07-170.]

### 4.35.180 Camping or sleeping overnight.

Camping or sleeping overnight in City parks or multi-use open space is permitted upon obtaining a permit from the Parks and Recreation Department of the City. There will be a fee associated with overnight camping or sleeping in City parks: See the Syracuse City fee schedule. [Ord. 16-09 § 1 (Exh. A); Ord. 12-07 § 1 (Exh. A); Ord. 06-05 § 1; Code 1971 § 4-07-180.]

7. The City may, upon approval of the City Council for items with an estimated market value over \$5,000, give surplus property to a charitable organization, school district, or other governmental entity.

#### Special Policy for Surplus of Technology Equipment

1. All technology equipment being considered for surplus must be authorized by the Administrative Services Director.
2. To the extent it is practical, all technology products shall have all information, programs, software or any other information deemed appropriate by the Administrative Services Director removed prior to disposition.
3. The Administrative Services Director may authorize technology products to be returned to the seller of the personal property for credit or proper disposal, if in the best interest of the City.
4. Technology products that typically have shorter useful life cycles (approximately 5 years or less) due to rapidly changing technological advancements or because the product wears out due to normal daily use, may be given to the City employee to which it was assigned once the product reaches its expected end of useful life. The Administrative Services Director will provide a list of the products that qualify for such disposal method to the City Council for approval.
5. In some situations, such as employee termination, technology products with shorter life cycles may be sold to the departing employee. In such cases, the price will be prorated based on the age of the product and its expected life cycle.

#### Special Policy for Surplus or Sale of Real Estate

1. Pursuant to Utah Code § 10-8-2(4), real estate is divided into two categories: significant parcels and insignificant parcels. Any real estate that does not meet the criteria of an insignificant parcel is a significant parcel.
2. A parcel is insignificant if:
  - a. conveyance of the property is not anticipated to result in a request for a change of zoning of that property;
  - b. the conveyance does not conflict with a specific reference in the general plan; and

- c. the parcel is not of the size, configuration, and zoning that would support or permit the construction of a primary structure on the property.
3. Insignificant parcels may be conveyed for market value to an abutting owner, after receiving approval by a resolution of the City Council. No public hearing is necessary for the conveyance of insignificant parcels. If the insignificant parcel abuts multiple owners, then a home-owner's association (HOA) to which all of the owners belong will have the first opportunity to acquire the insignificant parcel. In the context of the surplus of right-of-way, an agreement from an HOA to provide for the perpetual maintenance, repair and replacement of the road – while preserving public utility easements below the surface of the road – constitutes value sufficient to surplus without additional compensation. If no adjacent property owner wants to acquire the property, the City Council may authorize a publicly advertised bid for the insignificant parcel.
4. Significant parcels of real estate being considered for surplus or sale must be authorized by the City Council, following a public hearing pursuant to Utah state law. The Council will, at their discretion, authorize an appraisal.
5. It is the general policy of the City that significant parcels will be sold for surplus under an open, competitive bid process that has been publicly advertised.
6. At the City Council's sole discretion, significant parcels may be sold directly to a buyer under a negotiated price without going through a competitive bid process. In deciding whether to sell real estate in this method, the Council should take into consideration the following:
  - a. Whether it is of greater advantage to the City, for community or economic development purposes to sell without a competitive bid process.
  - b. Whether there is a real or perceived conflict of interest with the sale on behalf of any members of the Council or the Mayor.

#### Surplus Methods

When required by this policy, property scheduled for surplus must be disposed of using the method with the highest priority (1=highest) possible, taking into account the feasibility and the cost versus the benefit of the method. If a method is determined to be unfeasible, then the property may be disposed of using the next-lower priority method listed below.

# Building

**All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)**

| Fee Description                                                                                                                           |                                    | Current Base Fee               | Additional Fee                               | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|-------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|--------------------------------|----------------------------------------------|-------------------|-------------------------|-------------------|-------------------------|
| <b>Bond Fees</b>                                                                                                                          |                                    |                                |                                              |                   |                         |                   |                         |
| Performance Bond                                                                                                                          |                                    | \$100.00 per Permit            | NA NA                                        |                   |                         |                   |                         |
| <b>Plan Check Fees</b>                                                                                                                    |                                    |                                |                                              |                   |                         |                   |                         |
| Residential                                                                                                                               | All Permitted Structures           | 40% Permit Fee                 | NA NA                                        |                   |                         |                   |                         |
| Residential - Duplicate multi-family structure                                                                                            |                                    | 50% of original plan check fee |                                              |                   |                         |                   |                         |
| NOTE: Applicable within 1 year of first permit issuance and within the same ICC code period                                               |                                    |                                |                                              |                   |                         |                   |                         |
| Commercial                                                                                                                                | All Permitted Structures           | 65% Permit Fee                 | NA NA                                        |                   |                         |                   |                         |
| Building Investigation Fee                                                                                                                |                                    | 100% % Permit Fee              | NA NA                                        |                   |                         |                   |                         |
| Fire Sprinkler/Safety Plans                                                                                                               |                                    | \$75.00 Per Hour               | NA NA                                        |                   |                         |                   |                         |
| Additional Plan Review Due to Revisions                                                                                                   |                                    | \$60.00 Per Hour (1/2 hr min.) | NA NA                                        |                   |                         |                   |                         |
| <b>General Building Valuation</b>                                                                                                         |                                    |                                |                                              |                   |                         |                   |                         |
| Building Value from \$1-1,000.00                                                                                                          |                                    | \$60.00 Per Permit             | NA NA                                        |                   |                         |                   |                         |
| Building Value from \$1,001-2,000                                                                                                         |                                    | \$60.00 Per Permit             | \$2.70 ea. addl. \$100 or fraction thereof   |                   |                         |                   |                         |
| Building Value from \$2,001-25,000                                                                                                        |                                    | \$87.00 Per Permit             | \$16.80 ea. addl. \$1000 or fraction thereof |                   |                         |                   |                         |
| Building Value from \$25,001-50,000                                                                                                       |                                    | \$473.00 Per Permit            | \$12.11 ea. addl. \$1000 or fraction thereof |                   |                         |                   |                         |
| Building Value from \$50,001-100,000                                                                                                      |                                    | \$776.00 Per Permit            | \$8.40 ea. addl. \$1000 or fraction thereof  |                   |                         |                   |                         |
| Building Value from \$100,001-500,000                                                                                                     |                                    | \$1,196.00 Per Permit          | \$6.72 ea. addl. \$1000 or fraction thereof  |                   |                         |                   |                         |
| Building Value from \$501,000-1,000,000                                                                                                   |                                    | \$3,884.00 Per Permit          | \$5.70 ea. addl. \$1000 or fraction thereof  |                   |                         |                   |                         |
| Building Value from \$1,000,000.00+                                                                                                       |                                    | \$6,734.00 Per Permit          | \$4.65 ea. addl. \$1000 or fraction thereof  |                   |                         |                   |                         |
| <b>Pools, Tubs &amp; Spas</b>                                                                                                             |                                    |                                |                                              |                   |                         |                   |                         |
| Public Pool                                                                                                                               |                                    | Bid Price ea. Unit             | NA NA                                        |                   |                         |                   |                         |
| Private Pool - In Ground                                                                                                                  |                                    | Bid Price ea. Unit             | NA NA                                        |                   |                         |                   |                         |
| Private Pool - Above Ground Temporary                                                                                                     |                                    | \$60.00 ea. Unit               |                                              |                   |                         |                   |                         |
| Private Pool - Above Ground Permanent                                                                                                     |                                    | Bid Price ea. Unit             | NA NA                                        |                   |                         |                   |                         |
| Accessory Structures                                                                                                                      |                                    | Construction Value ea. Unit    | NA NA                                        |                   |                         |                   |                         |
| State Fee (Surcharge)                                                                                                                     |                                    | 1% of Permit Fee               | NA NA                                        |                   |                         |                   |                         |
| <b>Expired Permit</b>                                                                                                                     |                                    |                                |                                              |                   |                         |                   |                         |
| Less Than to 180 days                                                                                                                     |                                    | 65% Building Value             | NA NA                                        |                   |                         |                   |                         |
| Greater than 180 Days but Less Than 1 Year                                                                                                |                                    | 65% of Original Permit Cost    | NA NA                                        |                   |                         |                   |                         |
| Greater Than 1 Year                                                                                                                       |                                    | 100% of Original Permit Cost   | NA NA                                        |                   |                         |                   |                         |
| <b>Impact Fees</b>                                                                                                                        |                                    |                                |                                              |                   |                         |                   |                         |
| Parks, Trails, and Recreation                                                                                                             | Single Family Residence            | \$2,750.00 Per Household       |                                              |                   |                         |                   |                         |
| Parks, Trails, and Recreation                                                                                                             | Accessory Dwelling Unit            | \$1,375.00 Per Dwelling Unit   | NA NA                                        |                   |                         |                   |                         |
| Residential Transportation                                                                                                                | Single Family Residence            | \$2,726.00 Per Unit            | NA NA                                        |                   |                         |                   |                         |
| Residential Transportation                                                                                                                | Accessory Dwelling Unit            | \$1,363.00 Per Dwelling Unit   | NA NA                                        |                   |                         |                   |                         |
| Residential Transportation                                                                                                                | Single Family Attached / Townhomes | \$2,082.00 Per Unit            | NA NA                                        |                   |                         |                   |                         |
| Residential Transportation                                                                                                                | Apartment > 4 units                | \$1,949.00 Per Unit            |                                              |                   |                         |                   |                         |
| Residential Transportation                                                                                                                | Mobile Home, RV Park               | \$2,058.00 Per Unit            |                                              |                   |                         |                   |                         |
| <b>Commercial Transportation (Please review the transportation IFA plan on our website for a complete list of commercial impact fees)</b> |                                    |                                |                                              |                   |                         |                   |                         |
| General Commercial                                                                                                                        |                                    | \$9,445.00 Per 1,000 sf of GFA | NA NA                                        |                   |                         |                   |                         |
| Office/Institutional                                                                                                                      |                                    | \$3,134.00 Per 1,000 sf of GFA | NA NA                                        |                   |                         |                   |                         |
| Assisted Living                                                                                                                           |                                    | \$752.00 Per Bed               | NA NA                                        |                   |                         |                   |                         |
| Hotel                                                                                                                                     |                                    | \$2,310.00 Per Room            | NA NA                                        |                   |                         |                   |                         |
| Industrial                                                                                                                                |                                    | \$974.00 Per 1,000 sf of GFA   | NA NA                                        |                   |                         |                   |                         |
| Institutional                                                                                                                             | Church                             | \$9,095.00 Per 1,000 sf of GFA | NA NA                                        |                   |                         |                   |                         |
| <b>Culinary Water</b>                                                                                                                     |                                    |                                |                                              |                   |                         |                   |                         |
| ¾" Line                                                                                                                                   |                                    | \$1,204.00 Per Connection      | NA NA                                        |                   |                         |                   |                         |
| 1" Line                                                                                                                                   |                                    | \$2,008.00 Per Connection      | NA NA                                        |                   |                         |                   |                         |
| 1½" Line                                                                                                                                  |                                    | \$4,016.00 Per Connection      | NA NA                                        |                   |                         |                   |                         |
| 2" Line                                                                                                                                   |                                    | \$6,426.00 Per Connection      | NA NA                                        |                   |                         |                   |                         |
| 3" Line                                                                                                                                   |                                    | \$12,852.00 Per Connection     | NA NA                                        |                   |                         |                   |                         |
| 4" Line                                                                                                                                   |                                    | \$20,081.00 Per Connection     | NA NA                                        |                   |                         |                   |                         |
| 6" Line                                                                                                                                   |                                    | \$40,163.00 Per Connection     | NA NA                                        |                   |                         |                   |                         |
| 8" Line                                                                                                                                   |                                    | \$64,262.00 Per Connection     | NA NA                                        |                   |                         |                   |                         |
| <b>Secondary Water - Residential</b>                                                                                                      |                                    |                                |                                              |                   |                         |                   |                         |
| 4,000-7,000sf lot                                                                                                                         |                                    | \$1,011.00 ea. Unit            | NA NA                                        |                   |                         |                   |                         |
| 7,001-8,000sf lot                                                                                                                         |                                    | \$1,470.00 ea. Unit            | NA NA                                        |                   |                         |                   |                         |
| 8,001-9,000sf lot                                                                                                                         |                                    | \$1,707.00 ea. Unit            | NA NA                                        |                   |                         |                   |                         |
| 9,001-10,000sf lot                                                                                                                        |                                    | \$1,949.00 ea. Unit            | NA NA                                        |                   |                         |                   |                         |
| 10,001-11,000sf lot                                                                                                                       |                                    | \$2,196.00 ea. Unit            | NA NA                                        |                   |                         |                   |                         |
| 11,001-13,000sf lot                                                                                                                       |                                    | \$2,572.00 ea. Unit            | NA NA                                        |                   |                         |                   |                         |
| 13,001-15,000sf lot                                                                                                                       |                                    | \$3,085.00 ea. Unit            | NA NA                                        |                   |                         |                   |                         |
| 15,001-17,000sf lot                                                                                                                       |                                    | \$3,609.00 ea. Unit            | NA NA                                        |                   |                         |                   |                         |

**Building****All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)**

|                                                          |                                                |       |
|----------------------------------------------------------|------------------------------------------------|-------|
| 17,001-19,000sf lot                                      | \$4,143.00 ea. Unit                            | NA NA |
| 19,001-21,000sf lot                                      | \$4,686.00 ea. Unit                            | NA NA |
| 21,001-23,000sf lot                                      | \$5,236.00 ea. Unit                            | NA NA |
| 23,001-25,000sf lot                                      | \$5,794.00 ea. Unit                            | NA NA |
| 25,001-27,000sf lot                                      | \$6,358.00 ea. Unit                            | NA NA |
| 27,001-30,000sf lot                                      | \$7,072.00 ea. Unit                            | NA NA |
| 30,001-33,000sf lot                                      | \$7,939.00 ea. Unit                            | NA NA |
| 33,001-36,000sf lot                                      | \$8,818.00 ea. Unit                            | NA NA |
| 36,001-39,000sf lot                                      | \$9,707.00 ea. Unit                            | NA NA |
| 39,001-42,000sf lot                                      | \$10,606.00 ea. Unit                           | NA NA |
| 42,001-45,000sf lot                                      | \$11,512.00 ea. Unit                           | NA NA |
| 45,001-48,000sf lot                                      | \$12,429.00 ea. Unit                           | NA NA |
| 48,001-51,000sf lot                                      | \$13,350.00 ea. Unit                           | NA NA |
| 51,001-54,000sf lot                                      | \$14,281.00 ea. Unit                           | NA NA |
| 54,001-57,000sf lot                                      | \$15,216.00 ea. Unit                           | NA NA |
| 57,001-60,000sf lot                                      | \$16,161.00 ea. Unit                           | NA NA |
| Secondary Water - Open Land in a Commercial Subdivision  | \$0.33 sf of pervious area                     | NA NA |
| Sewer - North Davis Sewer District Impact Fee            |                                                |       |
| Residential - Single Family                              | \$3,454.03 Per Unit                            | NA NA |
| Residential - Townhomes                                  | \$3,108.63 Per Unit                            | NA NA |
| Residential - Multi-Unit                                 | \$2,625.06 Per Unit                            | NA NA |
| Residential - TOD                                        | \$2,106.96 Per Unit                            | NA NA |
| Non-Residential                                          | \$656.27 Per 1,000 gallons billed              | NA NA |
| Storm Water - Residential & Commercial                   | \$9,484.00 per acre or 0.218 per sf            | NA NA |
| Public Safety                                            |                                                |       |
| Residential                                              | \$934.00 per application                       | NA    |
| Residential - Accessory Dwelling Unit                    | \$467.00 per dwelling unit                     |       |
| Commercial                                               | \$0.80 per sf of building                      | NA    |
| <b>Connection Fees</b>                                   |                                                |       |
| Culinary Water                                           |                                                |       |
| 3/4" Meter                                               | \$519.00 Per Connection                        | NA NA |
| 1" Meter                                                 | \$618.00 Per Connection                        | NA NA |
| 1 1/2" Meter                                             | \$1,878.00 Per Connection                      | NA NA |
| 2" Meter                                                 | \$2,114.00 Per Connection                      | NA NA |
| 3" Meter                                                 | \$2,587.00 Per Connection                      | NA NA |
| 4" Meter                                                 | \$4,241.00 Per Connection                      | NA NA |
| 6" Meter                                                 | \$7,348.00 Per Connection                      | NA NA |
| 8" Meter                                                 | \$12,582.00 Per Connection                     | NA NA |
| Secondary Water                                          |                                                |       |
| 1" Line                                                  | \$618.00 Per Connection                        | NA NA |
| 1 1/2" Line                                              | \$2,607.00 Per Connection                      | NA NA |
| 2" Line                                                  | \$2,887.00 Per Connection                      | NA NA |
| 3" Line                                                  | \$3,369.00 Per Connection                      | NA NA |
| 4" Line                                                  | \$5,135.00 Per Connection                      | NA NA |
| 6" Line                                                  | \$6,511.00 Per Connection                      | NA NA |
| 8" Line                                                  | \$7,509.00 Per Connection                      | NA NA |
| Sewer - North Davis Sewer District (Connection)          | \$240.00 per Connection                        | NA NA |
| Sewer - City Connection                                  | \$300.00 ea. Unit                              | NA NA |
| Review for 8" Main Line                                  | \$250.00                                       |       |
| <b>Inspection Fees</b>                                   |                                                |       |
| Outside of normal business hours                         | \$114.00 Per Inspection                        | NA NA |
| Re-Inspections                                           | \$100.00 Per Inspection                        | NA NA |
| Plan Changes                                             | 2 x Plan Fee                                   | NA NA |
| Inspection with no fee indicated                         | \$100.00 Per Inspection                        | NA NA |
| Additional Plan Reviews Due to Revisions                 | \$100.00 Per Inspection                        |       |
| Miscellaneous/Requested Inspections                      | \$100.00 Per Inspection                        | NA NA |
| Final Off-Site Inspection                                | \$350.00 Per Lot                               | NA NA |
| Warranty Inspections                                     |                                                |       |
| First Final Warranty                                     | \$50.00 per Project                            | NA NA |
| Final Warranty Re-inspection (if punch list is complete) | \$50.00 per Project                            | NA NA |
| Third Final Warranty                                     | \$75.00 per Project                            | NA NA |
| Fourth Final Warranty                                    | \$100.00 per Project                           | NA NA |
| 3rd Party Project or Plan Review Fee                     | Variable Fee assessed to the project applicant |       |
| <b>Sign Permit Fees</b>                                  |                                                |       |
| Sign - Building Permit                                   | \$398.00 Per Permit                            | NA NA |

# Community Development

**All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)**

| Fee Description                                                                         | Current Base Fee                 | Additional Fee                                         | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|-----------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------|-------------------|-------------------------|-------------------|-------------------------|
| <b>Development Application Fees</b>                                                     |                                  |                                                        |                   |                         |                   |                         |
| Site Plan*                                                                              |                                  |                                                        |                   |                         |                   |                         |
| 0-5 Acres                                                                               | \$575.00 per Plan set            | \$55.00 per Acre                                       |                   |                         |                   |                         |
| 5.01-10 acres                                                                           | \$1,585.00 per Plan set          | \$173.00 per Acre                                      |                   |                         |                   |                         |
| 10.01-15 acres                                                                          | \$2,450.00 per Plan set          | \$144.00 per Acre                                      |                   |                         |                   |                         |
| 15.1-20 acres                                                                           | \$3,170.00 per Plan set          | \$115.00 per Acre                                      |                   |                         |                   |                         |
| > 20.1 acres                                                                            | \$3,745.00 per Plan set          | \$100.00 per Acre                                      |                   |                         |                   |                         |
| Each Revised Plan*                                                                      | \$250.00 per Plan set            | \$50.00 per Lot                                        |                   |                         |                   |                         |
| Site Plan Amendment (minor)                                                             | \$100.00 per Plan set            | NA NA                                                  |                   |                         |                   |                         |
| Site Plan Including Conditional use                                                     | \$650.00 per Plan set            | \$55.00 per acre                                       |                   |                         |                   |                         |
| Residential Development Plat*                                                           |                                  |                                                        |                   |                         |                   |                         |
| Concept Plan Review                                                                     | \$225.00 per Plan set            |                                                        |                   |                         |                   |                         |
| Revised Concept Plan                                                                    | \$75.00 per Plan set             |                                                        |                   |                         |                   |                         |
| Preliminary Plan                                                                        | \$575.00 per Plan set            | \$50.00 per Lot                                        |                   |                         |                   |                         |
| Each Revised Preliminary Plan                                                           | \$150.00 per Plan set            | \$15.00 per Lot                                        |                   |                         |                   |                         |
| Final Plan                                                                              | \$575.00 per Plan set            | \$75.00 per Lot                                        |                   |                         |                   |                         |
| Each Revised Final Plan                                                                 | \$250.00 per Plan set            | \$50.00 per Lot                                        |                   |                         |                   |                         |
| * Site Plan Review includes one (1) additional corrections review after first submittal |                                  |                                                        |                   |                         |                   |                         |
| <b>Staff Review Fees</b>                                                                |                                  |                                                        |                   |                         |                   |                         |
| Amended Subdivision                                                                     | \$550.00 per Plan set            | \$50.00 per Lot                                        |                   |                         |                   |                         |
| Residential Multi-Family                                                                | \$750.00 per Plan set            | 1.00% Bond Amount                                      |                   |                         |                   |                         |
| All Additional Reviews Required by Plan Changes                                         | \$60.00 per Hour (1/2 hour min.) | \$0.00 NA                                              |                   |                         |                   |                         |
| Geologic Hazards Report Review                                                          | Bid Price Per Hour               |                                                        |                   |                         |                   |                         |
| <b>Administrative Fees</b>                                                              |                                  |                                                        |                   |                         |                   |                         |
| Appeal to Board of Adjustments                                                          | \$350.00 per appeal              | NA NA                                                  |                   |                         |                   |                         |
| Plat Recording Fee (Per County Recorders Fee Schedule)                                  | \$37.00 per Plat                 | \$1/lot + \$1/signature over 2 + \$1/each common space |                   |                         |                   |                         |
| Payback or Reimbursement Agreement                                                      | \$500.00 per agreement           | NA NA                                                  |                   |                         |                   |                         |
| Zoning Verification / Rebuild Letter                                                    | \$50.00 Per Letter               |                                                        |                   |                         |                   |                         |
| <b>Application Fees</b>                                                                 |                                  |                                                        |                   |                         |                   |                         |
| General Plan Amendment                                                                  | \$450.00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| Re-Zone                                                                                 | \$425.00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| Text Amendment to Land Use Ordinance                                                    | \$200.00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| Conditional Use Permit                                                                  | \$100.00 per Application         |                                                        |                   |                         |                   |                         |
| Conditional Use Extension or Modification                                               | \$50.00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| Agricultural Protection Area Designation                                                | \$250.00 per Application         | \$25.00 NA                                             |                   |                         |                   |                         |
| Annexation Petition and Review                                                          |                                  |                                                        |                   |                         |                   |                         |
| 0-2 acres                                                                               | \$230.00 per Application         | \$173.00 per Acre                                      |                   |                         |                   |                         |
| 2.1-5 acres                                                                             | \$575.00 per Application         | \$144.00 per Acre                                      |                   |                         |                   |                         |
| 5.1-10 acres                                                                            | \$1,007.00 per Application       | \$115.00 per Acre                                      |                   |                         |                   |                         |
| > 10 acres                                                                              | \$1,582.00 per Application       | \$87.00 per Acre                                       |                   |                         |                   |                         |
| Easement Vacation Fee                                                                   | \$200.00 Per Application         | NA NA                                                  |                   |                         |                   |                         |
| Car Restoration Permit                                                                  | \$25.00 per car                  | \$15.00 renewal                                        |                   |                         |                   |                         |
| Public Noticing Fees                                                                    |                                  |                                                        |                   |                         |                   |                         |
| Public Notice Signs                                                                     | \$20.00 Per Sign                 |                                                        |                   |                         |                   |                         |
| Planning & Zoning Noticing Fees                                                         | \$100.00 Per Application         |                                                        |                   |                         |                   |                         |
| Conditional Use Noticing Fees                                                           | \$50.00 Per Application          |                                                        |                   |                         |                   |                         |
| <b>Business License Fees</b>                                                            |                                  |                                                        |                   |                         |                   |                         |
| Home Occupation                                                                         | \$100.00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| Home Occupation Fire Inspection                                                         | \$50.00 per Application          |                                                        |                   |                         |                   |                         |
| Home Building Fire Inspection                                                           | \$50.00 per Application          |                                                        |                   |                         |                   |                         |
| Minor Business License                                                                  | \$25.00 per Application          |                                                        |                   |                         |                   |                         |
| Food Truck or Mobile Business License - Originated in Syracuse                          | \$100.00 per Application         |                                                        |                   |                         |                   |                         |
| Temporary Business License (6 months Max.)                                              | \$125.00 per Application         | NA NA                                                  |                   |                         |                   |                         |

## Community Development

## All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)

|                                                                                                               |                            |                                      |
|---------------------------------------------------------------------------------------------------------------|----------------------------|--------------------------------------|
| Refundable Deposit - Clean up fee for temporary businesses and firework merchants                             | \$1,500.00 per Application |                                      |
| Commercial Fire Inspection                                                                                    | \$100.00 per inspection    |                                      |
| Commercial Building Inspection                                                                                | \$100.00 per inspection    |                                      |
| Commercial Business                                                                                           |                            |                                      |
| < 5,000 sf                                                                                                    | \$100.00 per Application   | NA NA                                |
| 5,001-10,000 sf                                                                                               | \$150.00 per Application   | NA NA                                |
| > 10,001 sf                                                                                                   | \$350.00 per Application   | NA NA                                |
| Solicitor Business License                                                                                    | \$45.00 per Application    | NA NA                                |
| Sexually Oriented Business (SOB)                                                                              |                            |                                      |
| Sexually Oriented Business (SOB)                                                                              | \$950.00 per Application   | NA NA                                |
| Escort Services                                                                                               | \$950.00 per Application   | NA NA                                |
| Nude Entertainment Business                                                                                   | \$950.00 per Application   | NA NA                                |
| Nude Entertainment Employee                                                                                   | \$250.00 per Application   | NA NA                                |
| Semi-Nude Entertainment Business                                                                              | \$950.00 per Application   | NA NA                                |
| Semi-nude Entertainment Employee                                                                              | \$250.00 per Application   | NA NA                                |
| Nude Entertainment Employee (Outcall, on-site and non-performing nude entertainment/dancing agency employees) | \$250.00 per Application   | NA NA                                |
| Nude Dancing Agency                                                                                           | \$950.00 per Application   | NA NA                                |
| Semi-Nude Dancing Agency                                                                                      | \$950.00 per Application   | NA NA                                |
| Outcall Agency                                                                                                | \$950.00 per Application   | NA NA                                |
| Outcall Agency Employee (Off-site services)                                                                   | \$250.00 per Application   | NA NA                                |
| Disclosure Application investigation                                                                          | \$50.00 per Application    | NA NA                                |
| Outcall Agency Employee (Off-site services)                                                                   | \$252.00 per Application   | NA NA                                |
| Application for 2+ Licenses at one time                                                                       | \$20.00 per Application    | Higher of applicable fees            |
| Outcall Agency Employee (Off-site services)                                                                   | \$254.00 per Application   | NA NA                                |
| Alcoholic Beverages                                                                                           |                            |                                      |
| Off Premise Beer Retailer                                                                                     | \$250.00 per Application   | NA NA                                |
| On Premise Beer Retailer                                                                                      | \$350.00 per Application   | NA NA                                |
| Single Event Permit                                                                                           | \$100.00 Per Application   |                                      |
| Pawn Shops                                                                                                    | \$450.00 per Application   | NA NA                                |
| Late Payment Fees                                                                                             |                            |                                      |
| Paid after Jan 15th                                                                                           | 50.00% of renewal fee      |                                      |
| Paid after Feb. 15th                                                                                          | 75.00% of renewal fee      |                                      |
| Paid after Mar 15th                                                                                           | 100.00% of renewal fee     |                                      |
| <b>Excavation Permit Fees</b>                                                                                 |                            |                                      |
| NOTE: Trench Repair Fees for Excavations between October 15th and April 15th are double fee shown             |                            |                                      |
| Administrative Fee                                                                                            | \$50.00 per Application    |                                      |
| Inspection Fee                                                                                                | \$50.00 per Inspection     |                                      |
| Reinspection Fee                                                                                              | \$100.00 per Occurence     |                                      |
| Trench Management Fee (Boring using keyhole method will not be charged a trench maintenance fee)              |                            |                                      |
| Perpendicular Asphalt Cuts                                                                                    |                            |                                      |
| Up to and less than centerline                                                                                | \$250.00 Per Cut           |                                      |
| Beyond centerline                                                                                             | \$500.00 Per Cut           |                                      |
| Parallel Asphalt Cuts                                                                                         |                            |                                      |
| Outside travel lane                                                                                           | \$10.00 Per Linear Foot    |                                      |
| Inside travel lane                                                                                            | \$20.00 Per Linear Foot    |                                      |
| Excavation pits in asphalt (Bore pits, pipe bursting pits, etc)                                               | \$2.50 Per Square Foot     |                                      |
| Bond (Refundable)                                                                                             |                            |                                      |
| Minimum bond for work in City right-of-way                                                                    | \$1,000.00 Per Application |                                      |
| Perpendicular asphalt cuts                                                                                    | \$1,000.00 Per Application |                                      |
| Parallel Asphalt Cuts (maximum bond of \$15,000)                                                              | \$1,000.00 Per Application | \$20.00 Per Linear Foot over 35 feet |
| Noncompliance of excavation permit                                                                            | \$500.00 Per day           |                                      |
| <b>Storm Water Activity Permit Fees</b>                                                                       |                            |                                      |
| Storm Water Permit Fees                                                                                       | \$50.00 Per Lot            |                                      |
| Deposit - Storm Water Activity Permit                                                                         | \$1,000.00 Per application |                                      |
| <b>Floodplain Development Permit Fees</b>                                                                     |                            |                                      |

**Community Development**

Floodplain Permit Fee  
Compliance Observation  
Compliance Verification

**All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)**

|          |                 |
|----------|-----------------|
| \$100.00 | Per application |
| \$150.00 | Per occurrence  |
| \$300.00 | Per occurrence  |

# Utilities

**All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)**

| Fee Description                                           | Current Base Fee         | Additional Fee            | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|-----------------------------------------------------------|--------------------------|---------------------------|-------------------|-------------------------|-------------------|-------------------------|
| <b>Utility Rates</b>                                      |                          |                           |                   |                         |                   |                         |
| Garbage Service                                           |                          |                           |                   |                         |                   |                         |
| Bundled Garbage and Recycling Service                     | \$17.14 per month        | N/A NA                    |                   |                         |                   |                         |
| Extra Black Garbage Can (Limit 3)                         | \$9.85 per month         | NA NA                     |                   |                         |                   |                         |
| Extra Blue Recycling Can                                  | \$4.00 per month         |                           |                   |                         |                   |                         |
| Green Waste Can                                           | \$8.00 per month         | N/A N/A                   |                   |                         |                   |                         |
| New Garbage Can Set-up                                    | \$150.00 ea. Unit        | NA NA                     |                   |                         |                   |                         |
| Replacement Cost                                          | \$90.00 per can          | NA NA                     |                   |                         |                   |                         |
| Early Return of Extra Can(s) - less than six (6) months   | \$35.00 per can          | NA NA                     |                   |                         |                   |                         |
| Street Lighting (Effective May 1st, 2009)                 |                          |                           |                   |                         |                   |                         |
| Street Lighting Power Fee                                 | \$1.00 per month         | NA NA                     |                   |                         |                   |                         |
| Purchase of New Street Lights                             | \$0.32 per month         | NA NA                     |                   |                         |                   |                         |
| Parks Maintenance Fee                                     | \$5.73 per month         | NA NA                     |                   |                         |                   |                         |
| Temporary Meter (New Construction)                        | \$75.00 per application  | NA NA                     |                   |                         |                   |                         |
| New Service (Does not include impact fee)                 | \$25.00 per application  | NA NA                     |                   |                         |                   |                         |
| Utility Account Transfer (within City limits)             | \$15.00 per request      | NA NA                     |                   |                         |                   |                         |
| Utility Doorhanger Notice Fee                             | \$5.00 per incident      |                           |                   |                         |                   |                         |
| Late Fee on Delinquent Accounts                           | \$20.00 per incident     | NA NA                     |                   |                         |                   |                         |
| Request for Re-establishment of Service after Delinquency |                          |                           |                   |                         |                   |                         |
| First Occurrence                                          | \$35.00 per request      | NA NA                     |                   |                         |                   |                         |
| Subsequent Occurrences (Same Year)                        | \$50.00 per request      | NA NA                     |                   |                         |                   |                         |
| After Hours Re-connection of Service                      | \$35.00 per request      | NA NA                     |                   |                         |                   |                         |
| Deposit for Water Service                                 |                          |                           |                   |                         |                   |                         |
| Residential                                               | \$100.00 per application | NA NA                     |                   |                         |                   |                         |
| Commercial/Industrial/Multi-Family                        | \$100.00 per application | NA NA                     |                   |                         |                   |                         |
| Culinary Water Service                                    |                          |                           |                   |                         |                   |                         |
| Commercial Service                                        |                          |                           |                   |                         |                   |                         |
| < 5,000 Gallons                                           | \$22.49 per month        | N/A N/A                   |                   |                         |                   |                         |
| 5,001-10,000 gallons                                      | \$22.49 per month        | \$2.00 per 1,000 gallons  |                   |                         |                   |                         |
| 10,001-15,000 gallons                                     | \$32.49 per month        | \$2.50 per 1,000 gallons  |                   |                         |                   |                         |
| 15,001-20,000 gallons                                     | \$44.99 per month        | \$3.00 per 1,000 gallons  |                   |                         |                   |                         |
| 20,001-25,000 gallons                                     | \$59.99 per month        | \$3.50 per 1,000 gallons  |                   |                         |                   |                         |
| 25,001-30,000 gallons                                     | \$77.49 per month        | \$4.00 per 1,000 gallons  |                   |                         |                   |                         |
| 30,001-35,000 gallons                                     | \$97.49 per month        | \$4.50 per 1,000 gallons  |                   |                         |                   |                         |
| 35,001-40,000 gallons                                     | \$119.99 per month       | \$5.00 per 1,000 gallons  |                   |                         |                   |                         |
| > 40,000 gallons                                          | \$144.99 per month       | \$5.50 per 1,000 gallons  |                   |                         |                   |                         |
| Residential Service (with secondary water)                |                          |                           |                   |                         |                   |                         |
| < 3,000 Gallons                                           | \$23.40 per month        | N/A N/A                   |                   |                         |                   |                         |
| 3,001 - 6,000 gallons                                     | \$24.79 per month        | N/A N/A                   |                   |                         |                   |                         |
| 6,001 - 9,000 gallons                                     | \$28.03 per month        | N/A N/A                   |                   |                         |                   |                         |
| 9,001 -12,000 gallons                                     | \$28.03 per month        | \$4.66 per 1,000 gallons  |                   |                         |                   |                         |
| 12,001 -15,000 gallons                                    | \$42.01 per month        | \$5.36 per 1,000 gallons  |                   |                         |                   |                         |
| 15,001 -18,000 gallons                                    | \$58.09 per month        | \$6.16 per 1,000 gallons  |                   |                         |                   |                         |
| 18,001 -21,000 gallons                                    | \$76.57 per month        | \$8.14 per 1,000 gallons  |                   |                         |                   |                         |
| 21,001 -24,000 gallons                                    | \$100.99 per month       | \$9.36 per 1,000 gallons  |                   |                         |                   |                         |
| 24,001 -27,000 gallons                                    | \$129.03 per month       | \$10.77 per 1,000 gallons |                   |                         |                   |                         |
| 27,001 -30,000 gallons                                    | \$161.38 per month       | \$12.38 per 1,000 gallons |                   |                         |                   |                         |
| > 30,000 gallons                                          | \$196.52 per month       | \$14.24 per 1,000 gallons |                   |                         |                   |                         |
| Residential Service (without secondary water)             |                          |                           |                   |                         |                   |                         |
| < 3,000 Gallons                                           | \$23.40 per month        | N/A N/A                   |                   |                         |                   |                         |
| 3,001 - 6,000 gallons                                     | \$24.79 per month        | N/A N/A                   |                   |                         |                   |                         |
| 6,001 - 9,000 gallons                                     | \$28.35 per month        | N/A N/A                   |                   |                         |                   |                         |

**Utilities**      ***All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)***

|                                                                                            |                            |                                                     |
|--------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------------|
| 9,001 -12,000 gallons                                                                      | \$28.35 per month          | \$5.13 per 1,000 gallons                            |
| 12,001 -15,000 gallons                                                                     | \$43.74 per month          | \$5.90 per 1,000 gallons                            |
| 15,001 -18,000 gallons                                                                     | \$61.44 per month          | \$6.78 per 1,000 gallons                            |
| 18,001 -21,000 gallons                                                                     | \$81.78 per month          | \$8.95 per 1,000 gallons                            |
| 21,001 -24,000 gallons                                                                     | \$108.63 per month         | \$10.30 per 1,000 gallons                           |
| 24,001 -27,000 gallons                                                                     | \$139.53 per month         | \$11.85 per 1,000 gallons                           |
| 27,001 -30,000 gallons                                                                     | \$175.08 per month         | \$13.62 per 1,000 gallons                           |
| > 30,000 gallons                                                                           | \$215.94 per month         | \$15.66 per 1,000 gallons                           |
| Secondary Water Service (rate based on 3/4" line size flow for any service larger than 1") |                            |                                                     |
| 3/4" line                                                                                  | \$27.44 per month          | NA NA                                               |
| 1" line                                                                                    | \$33.44 per month          | NA NA                                               |
| 1 1/2" line                                                                                | \$69.94 per month          | NA NA                                               |
| 2" line                                                                                    | \$115.05 per month         | NA NA                                               |
| 3" line                                                                                    | \$196.44 per month         | NA NA                                               |
| 4" line                                                                                    | \$426.38 per month         | NA NA                                               |
| 6" line                                                                                    | \$939.94 per month         | NA NA                                               |
| 8" line                                                                                    | \$1,661.74 per month       | NA NA                                               |
| Bulk Water                                                                                 |                            |                                                     |
| Administrative Fee                                                                         | \$30.00 per application    | NA NA                                               |
| Water Fill                                                                                 | \$6.78 per 1,000 gallons   | NA NA                                               |
| Hydrant Meter Deposit                                                                      | \$1,700.00 per application | NA NA                                               |
| Hydrant Meter Rental (rental fee paid monthly)                                             | \$30.00 per month          |                                                     |
| Late Fee                                                                                   | \$100.00 per month         | NA NA                                               |
| Hydrant Flushing                                                                           | \$250.00 per Flushing      | \$2.18 per 1,000 gallons                            |
| North Davis Sewer District - Sewer Disposal Service (Waste)                                |                            |                                                     |
| Residential                                                                                | \$24.00 per month          | NA NA                                               |
| Commercial                                                                                 | \$24.00 per month          | \$2.40 Per 1000 gallons over 5,500 gallons of water |
| Syracuse City - Sewer Maintenance Service (Waste)                                          |                            |                                                     |
| Residential                                                                                | \$7.52 per month           | NA NA                                               |
| Commercial                                                                                 | \$7.52 per month           | NA NA                                               |
| Sewer Service (Storm)                                                                      |                            |                                                     |
| Residential                                                                                | \$7.68 per month           | NA NA                                               |
| Commercial                                                                                 |                            |                                                     |
| 0 - 1 acre                                                                                 | \$9.99 per month           | NA NA                                               |
| 1.1 - 2 acres                                                                              | \$18.22 per month          | NA NA                                               |
| 2.1 - 2 acres                                                                              | \$26.39 per month          | NA NA                                               |
| 3.1 - 4 acres                                                                              | \$34.55 per month          | NA NA                                               |
| 4.1 - 5 acres                                                                              | \$42.72 per month          | NA NA                                               |
| 5.1 - 6 acres                                                                              | \$50.94 per month          | NA NA                                               |
| 6.1 - 7 acres                                                                              | \$59.11 per month          | NA NA                                               |
| 7.1 - 8 acres                                                                              | \$67.27 per month          | NA NA                                               |
| 8.1 - 9 acres                                                                              | \$75.44 per month          | NA NA                                               |
| Each additional acre                                                                       | \$9.99 per month           | NA NA                                               |
| Secondary Water - Open Land in a Residential Subdivision                                   | \$0.19 sf of pervious area | NA NA                                               |
| Public Works                                                                               |                            |                                                     |
| Sidewalk & Driveway Approach Replacement                                                   | \$45.00 per inspection     | NA NA                                               |
| Street Sweeping (Contractor failure to clean)                                              | \$515.00 per incident      | Time & Material for City Personnel                  |

**Parks & Recreation All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)**

| Fee Description                                                        | Current Base Fee                            | Additional Fee                       | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|------------------------------------------------------------------------|---------------------------------------------|--------------------------------------|-------------------|-------------------------|-------------------|-------------------------|
| <b>Community Center Fees</b>                                           |                                             |                                      |                   |                         |                   |                         |
| Rental - after hours fee for all activities                            | \$20.00 per hour per staff member           |                                      |                   |                         |                   |                         |
| Rental - Gymnasium                                                     |                                             |                                      |                   |                         |                   |                         |
| Resident                                                               | \$125.00 per hour per gym                   | \$900.00 per 8 hours per gym         |                   |                         |                   |                         |
| Non-resident                                                           | \$200.00 per hour per gym                   | \$1,500.00 per 8 hours per gym       |                   |                         |                   |                         |
| Gym Floor Cover (if requested)                                         | \$100.00 put down / pick up each occurrence |                                      |                   |                         |                   |                         |
| Rental - Classroom/Craft Room                                          |                                             |                                      |                   |                         |                   |                         |
| Resident                                                               | \$30.00 per hour per room                   | \$200.00 per 8 hours per room        |                   |                         |                   |                         |
| Non-resident                                                           | \$45.00 per hour per room                   | \$300.00 per 8 hours per room        |                   |                         |                   |                         |
| <b>Memberships</b>                                                     |                                             |                                      |                   |                         |                   |                         |
| Children (Ages 5-13)                                                   |                                             |                                      |                   |                         |                   |                         |
| Resident                                                               | \$2.00 per day                              | \$9.00 per month or \$50 per year    |                   |                         |                   |                         |
| Non-Resident                                                           | \$2.00 per day                              | \$11.00 per month or \$76 per year   |                   |                         |                   |                         |
| Youth (Ages 14-17)                                                     |                                             |                                      |                   |                         |                   |                         |
| Resident                                                               | \$3.00 per day                              | \$18.00 per month or \$110 per year  |                   |                         |                   |                         |
| Non-Resident                                                           | \$3.00 per day                              | \$27.00 per month or \$193 per year  |                   |                         |                   |                         |
| Adults (Ages 18-59)                                                    |                                             |                                      |                   |                         |                   |                         |
| Resident                                                               | \$3.00 per day                              | \$18.00 per month or \$110 per year  |                   |                         |                   |                         |
| Non-Resident                                                           | \$3.00 per day                              | \$27.00 per month or \$193 per year  |                   |                         |                   |                         |
| Seniors (Ages 60+)                                                     |                                             |                                      |                   |                         |                   |                         |
| Resident                                                               | \$1.00 per day                              | \$7.00 per month or \$42 per year    |                   |                         |                   |                         |
| Non-Resident                                                           | \$1.00 per day                              | \$11.00 per month or \$76 per year   |                   |                         |                   |                         |
| Seniors Couples                                                        |                                             |                                      |                   |                         |                   |                         |
| Resident                                                               | n/a per day                                 | \$11.00 per month or \$70 per year   |                   |                         |                   |                         |
| Non-Resident                                                           | n/a per day                                 | \$20.00 per month or \$130 per year  |                   |                         |                   |                         |
| Adult Couples                                                          |                                             |                                      |                   |                         |                   |                         |
| Resident                                                               | n/a per day                                 | \$30.00 per month or \$187 per year  |                   |                         |                   |                         |
| Non-Resident                                                           | n/a per day                                 | \$49.00 per month or \$312 per year  |                   |                         |                   |                         |
| Families                                                               |                                             |                                      |                   |                         |                   |                         |
| Resident                                                               | n/a per day                                 | \$54.00 per month or \$259 per year  |                   |                         |                   |                         |
| Non-Resident                                                           | n/a per day                                 | \$78.00 per month or \$405 per year  |                   |                         |                   |                         |
| <b>Park Rental Fees</b>                                                |                                             |                                      |                   |                         |                   |                         |
| Park Land Rental (Concessionaire)                                      | \$250.00 per month                          | NA NA                                |                   |                         |                   |                         |
| Large Special Event Rental (Whole Park including fields, pavilions, et | \$1,500.00 per day                          |                                      |                   |                         |                   |                         |
| Athletic Fields                                                        | Category 1                                  | Category 2                           |                   |                         |                   |                         |
| Multi-Sport Field Rental                                               | \$25.00 per hour or \$150.00 per day        | \$20.00 per hour or \$120.00 per day |                   |                         |                   |                         |
| Multi-Sport Field Prep                                                 | \$50.00                                     | \$50.00                              |                   |                         |                   |                         |
| Baseball Field Rental                                                  | \$15.00 per hour or \$100.00 per day        | NA per hour or \$100.00 per day      |                   |                         |                   |                         |
| Baseball/Softball Weekday Field Prep (Practice)                        | \$30.00 per field                           | NA                                   |                   |                         |                   |                         |
| Baseball/Softball Weekday Field Prep (Game)                            | \$50.00 per field                           | NA                                   |                   |                         |                   |                         |
| Baseball/Softball Weekend Field Prep (Practice)                        | \$50.00 per field                           | NA                                   |                   |                         |                   |                         |
| Baseball/Softball Weekend Field Prep (Game)                            | \$80.00 per field                           | NA                                   |                   |                         |                   |                         |
| Baseball/Softball Fence Rental                                         | \$25.00 per field                           | NA                                   |                   |                         |                   |                         |
| Lights Rental                                                          | \$15.00 per hour                            | \$15.00 per hour                     |                   |                         |                   |                         |
| Scoreboard Rental                                                      | \$15.00 per hour                            | \$15.00 per hour                     |                   |                         |                   |                         |
| Multiple Usage Discount (after 40 hours of field rentals)              | \$15.00                                     | \$10.00                              |                   |                         |                   |                         |
| Equestrian Park Rental                                                 |                                             |                                      |                   |                         |                   |                         |
| Resident                                                               | \$15.00 per hour                            | NA NA                                |                   |                         |                   |                         |
| Non-Resident                                                           | \$25.00 per hour                            | NA NA                                |                   |                         |                   |                         |
| Volleyball Pit Rental                                                  |                                             |                                      |                   |                         |                   |                         |
| Stoker Park                                                            | \$20.00 per court/per hour                  |                                      |                   |                         |                   |                         |
| All Other Parks                                                        | \$25.00 per day                             |                                      |                   |                         |                   |                         |
| Pickleball Court Rental                                                | \$20.00 per court/per hour                  |                                      |                   |                         |                   |                         |
| Tennis Court Rental                                                    | \$20.00 per court/per hour                  |                                      |                   |                         |                   |                         |
| Multi-Use Court Rental                                                 | \$20.00 per court/per hour                  |                                      |                   |                         |                   |                         |

## **Parks & Recreation All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)**

|                                               |                                                        |                                           |                             |
|-----------------------------------------------|--------------------------------------------------------|-------------------------------------------|-----------------------------|
| Boweries (except for Jensen and Legacy Parks) |                                                        |                                           |                             |
| Parties of 150 or Less                        |                                                        |                                           |                             |
| Resident                                      | \$40.00 per (4) hour period                            | \$5.00 per hour for 5+ hours              |                             |
| Non-Resident                                  | \$60.00 per (4) hour period                            | \$10.00 per hour for 5+ hours             |                             |
| Electrical use (power turned on)              | \$15.00 per day                                        |                                           |                             |
| Parties of 150 or More (Special Event)        |                                                        |                                           |                             |
| Resident                                      | \$75.00 per (4) hour period                            | \$10.00 per hour for 5+ hours             |                             |
| Non-Resident                                  | \$125.00 per (4) hour period                           | \$20.00 per hour for 5+ hours             |                             |
| Jensen Nature Park (Bowery)                   |                                                        |                                           |                             |
| Resident                                      | \$50.00 per (4) hour period                            | NA NA                                     |                             |
| Non-Resident                                  | \$75.00 per (4) hour period                            | NA NA                                     |                             |
| Jensen Park Nature Center                     |                                                        |                                           |                             |
| Resident - 1/2 Day                            | \$300.00 per rental                                    | NA NA                                     |                             |
| Resident - Whole Day                          | \$350.00 per rental                                    | NA NA                                     |                             |
| Non-resident - 1/2 Day                        | \$400.00 per rental                                    | NA NA                                     |                             |
| Non-resident - Whole Day                      | \$550.00 per rental                                    | NA NA                                     |                             |
| Legacy Park                                   |                                                        |                                           |                             |
| Resident - Whole Day                          | \$400.00 per rental                                    | NA NA                                     |                             |
| Non-Resident - Whole Day                      | \$550.00 per rental                                    | NA NA                                     |                             |
| Cancellation Fee                              | \$5.00 per cancellation                                | 50% within 7 days, no refund under 3 days |                             |
| <b>Heritage Days</b>                          |                                                        |                                           |                             |
| 10 x 10 Booth                                 | \$80.00 per booth                                      | NA NA                                     |                             |
| 10 x 20 Booth                                 | \$160.00 per booth                                     | NA NA                                     |                             |
| Power for Booth                               | \$12.00 per booth                                      | NA NA                                     |                             |
| Roving Vendor Permit                          |                                                        |                                           |                             |
| Without a booth rental                        | \$50.00 per permit                                     | NA NA                                     |                             |
| With a booth rental                           | \$25.00 per permit                                     | NA NA                                     |                             |
| Parade Entry                                  | \$15.00 per vehicle                                    |                                           |                             |
| Late Fee                                      | \$20.00 per application                                | NA NA                                     |                             |
| <b>Recreation Programs</b>                    |                                                        |                                           |                             |
| Late Sign-up Fee                              | \$5.00 per person                                      | NA NA                                     |                             |
| Merit Badge Classes                           | Actual cost of materials (varies based on merit badge) |                                           |                             |
| Camp Syracuse                                 | \$45.00 per person                                     | \$15.00                                   | Additional non-resident fee |
| Golf                                          |                                                        |                                           |                             |
| Tennis                                        | \$55.00 per person                                     | \$15.00                                   | Additional non-resident fee |
| Pickleball                                    | \$25.00 per person                                     | \$5.00                                    | Additional non-resident fee |
| Dodgeball                                     | \$25.00 per person                                     | \$300.00                                  | per team                    |
| Football (Tackle)                             | \$225.00 per person                                    | NA NA                                     |                             |
| Football (Flag) - 1st to 4th grade            | \$75.00 per person                                     |                                           |                             |
| Football (Flag) - 5th to 9th grade            | \$90.00 per person                                     |                                           |                             |
| Adult Basketball                              | \$351.00 per team                                      | NA NA                                     |                             |
| Soccer (Fall/Spring)                          | \$50.00 to \$85.00 per person                          | \$15.00                                   | Additional non-resident fee |
| Baseball/Softball                             | \$50.00 to \$85.00 per person                          | \$15.00                                   | Additional non-resident fee |
| Basketball                                    | \$50.00 to \$85.00 per person                          | \$15.00                                   | Additional non-resident fee |
| <b>Equipment Rental</b>                       |                                                        |                                           |                             |
| Performance Stage                             | \$900.00 per day                                       |                                           |                             |

**Cemetery*****All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)***

|                                  |                  |                            | Proposed | Proposed       | Base Fee | Additional Fee |
|----------------------------------|------------------|----------------------------|----------|----------------|----------|----------------|
| Fee Description                  | Current Base Fee | Additional Fee             | Base Fee | Additional Fee | Increase | Increase       |
| Basic Fees                       |                  |                            |          |                |          |                |
| Plot Purchase                    |                  |                            |          |                |          |                |
| Resident                         | \$500.00         |                            |          |                |          |                |
| Non-Resident                     | \$1,000.00       |                            |          |                |          |                |
| Plot Purchase - half/infant/urn  |                  |                            |          |                |          |                |
| Resident                         | \$250.00         |                            |          |                |          |                |
| Non-Resident                     | \$500.00         |                            |          |                |          |                |
| Interment - Adult                |                  |                            |          |                |          |                |
| Resident                         | \$300.00         |                            |          |                |          |                |
| Non-Resident                     | \$700.00         |                            |          |                |          |                |
| Interment - Child                |                  |                            |          |                |          |                |
| Resident                         | \$175.00         |                            |          |                |          |                |
| Non-Resident                     | \$400.00         |                            |          |                |          |                |
| Interment - Urn or Infant        |                  |                            |          |                |          |                |
| Resident                         | \$100.00         |                            |          |                |          |                |
| Non-Resident                     | \$200.00         |                            |          |                |          |                |
| Interment - Weekend or Holiday   |                  |                            |          |                |          |                |
| Resident                         | \$200.00         |                            |          |                |          |                |
| Non-Resident                     | \$200.00         |                            |          |                |          |                |
| Disinterment                     |                  |                            |          |                |          |                |
| Resident                         | \$400.00         |                            |          |                |          |                |
| Non-Resident                     | \$400.00         |                            |          |                |          |                |
| Monument Move (Flat Monument)    |                  |                            |          |                |          |                |
| Resident                         | \$50.00          |                            |          |                |          |                |
| Non-Resident                     | \$50.00          |                            |          |                |          |                |
| Monument Move (Upright Monument) |                  |                            |          |                |          |                |
| Resident                         | \$250.00         |                            |          |                |          |                |
| Non-Resident                     | \$250.00         |                            |          |                |          |                |
| Position Transfer Fee            |                  |                            |          |                |          |                |
| Resident                         | \$35.00          |                            |          |                |          |                |
| Non-Resident                     | \$35.00          |                            |          |                |          |                |
| After Hours fee (3:00 p.m.)      |                  |                            |          |                |          |                |
| Resident                         | \$100.00         |                            |          |                |          |                |
| Non-Resident                     | \$100.00         |                            |          |                |          |                |
| Cemetery Certificate Replacement | \$10.00          | Per Additional Certificate |          |                |          |                |
| Cemetery Headstone Marking Fee   | \$25.00          | per time / headstone       |          |                |          |                |

## Public Safety & Public Works

**All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)**

| Fee Description                                                                         | Current Base Fee                                                     | Additional Fee                                                      | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------------------------|-------------------|-------------------------|-------------------|-------------------------|
| Fire Department                                                                         |                                                                      |                                                                     |                   |                         |                   |                         |
| Standby Service                                                                         |                                                                      |                                                                     |                   |                         |                   |                         |
| Two EMT Ambulance (4 hour minimum)                                                      | \$150.00 per hour                                                    | plus cost of materials (transport billed according to fee schedule) |                   |                         |                   |                         |
| One EMT with basic equipment, no ambulance (4 hour minimum)                             | \$75.00 per hour                                                     | plus cost of materials                                              |                   |                         |                   |                         |
| Four Firefighter Engine Company (4 hour minimum)                                        | \$250.00 per hour                                                    | plus cost of materials                                              |                   |                         |                   |                         |
| Two Firefighter Brush Truck (4 hour minimum)                                            | \$150.00 per hour                                                    | plus cost of materials                                              |                   |                         |                   |                         |
| Training                                                                                |                                                                      |                                                                     |                   |                         |                   |                         |
| CERT (hybrid) Course Special Request                                                    | \$200.00 per class                                                   | plus costs of materials and equipment                               |                   |                         |                   |                         |
| Cert Equipment (issued during class)                                                    | \$45.00 per person                                                   | plus costs of materials and equipment                               |                   |                         |                   |                         |
| CPR/ First Aid Course                                                                   |                                                                      |                                                                     |                   |                         |                   |                         |
| Resident                                                                                | \$35.00 per person                                                   |                                                                     |                   |                         |                   |                         |
| Non-Resident                                                                            | \$45.00 per person                                                   |                                                                     |                   |                         |                   |                         |
| Skills Pass-off (blended learnin                                                        | \$20.00 per person                                                   |                                                                     |                   |                         |                   |                         |
| CPR/ First Aid/ AED Special Request (up to 6 people)                                    | \$250.00 per class                                                   | plus cost of cards                                                  |                   |                         |                   |                         |
| Records                                                                                 |                                                                      |                                                                     |                   |                         |                   |                         |
| Fire or EMS Report                                                                      | \$10.00 per report                                                   | \$15.00 per hour of research (31+ minutes)                          |                   |                         |                   |                         |
| Fire or EMS Report with pictures                                                        | \$50.00 per report                                                   | \$15.00 per hour of research (31+ minutes)                          |                   |                         |                   |                         |
| Plan Reviews                                                                            |                                                                      |                                                                     |                   |                         |                   |                         |
| Initial Plan Submissions (includes one resubmittal)                                     |                                                                      |                                                                     |                   |                         |                   |                         |
| Building, Fire Alarm System, Suppression System, Specialized System, Misc. Plan Review  | \$125.00 per plan                                                    | plus \$75.00 per hour after the first hour                          |                   |                         |                   |                         |
| Plan Resubmittals (after 1st resubmittal)                                               | \$75.00 per hour                                                     |                                                                     |                   |                         |                   |                         |
| Inspections                                                                             |                                                                      |                                                                     |                   |                         |                   |                         |
| Initial Inspection (includes one follow-up)                                             |                                                                      |                                                                     |                   |                         |                   |                         |
| Water Flow, Fire Alarm System, Suppression System, Specialized System, Misc. Inspection | \$75.00 per inspections                                              | plus \$75.00 per hour after the first hour                          |                   |                         |                   |                         |
| Re-Inspection (after first follow up or no show)                                        | \$100.00 each occurrence                                             | plus \$75.00 per hour after the first hour                          |                   |                         |                   |                         |
| Fireworks                                                                               |                                                                      |                                                                     |                   |                         |                   |                         |
| Fireworks Sales Permit (in addition to business license)                                | \$300.00 per location                                                |                                                                     |                   |                         |                   |                         |
| Pyrotechnics & Flame Effects - Public Display (includes one follow up inspection)       | \$150.00 per event                                                   |                                                                     |                   |                         |                   |                         |
| Re-Inspection (after first follow up or no show)                                        | \$100.00 per occurrence                                              |                                                                     |                   |                         |                   |                         |
| Miscellaneous                                                                           |                                                                      |                                                                     |                   |                         |                   |                         |
| Children's Bike Helmets                                                                 | \$10.00 each                                                         |                                                                     |                   |                         |                   |                         |
| False Alarm Fees - Commercial                                                           |                                                                      |                                                                     |                   |                         |                   |                         |
| 3rd false alarm per quarter                                                             | \$250.00                                                             |                                                                     |                   |                         |                   |                         |
| 4th false alarm per quarter                                                             | \$350.00                                                             |                                                                     |                   |                         |                   |                         |
| 5th false alarm per quarter                                                             | \$450.00                                                             | \$100.00 per additional occurrence after 5th                        |                   |                         |                   |                         |
| Emergency Services                                                                      |                                                                      |                                                                     |                   |                         |                   |                         |
| Base Fee, Mileage, Surcharges, Special Provisions, Medical Supplies                     | As approved by the State Department of Public Safety, Bureau of EMS. |                                                                     |                   |                         |                   |                         |
| Hardship Waivers for Emergency Services                                                 | As per City Council Resolution R19-06                                |                                                                     |                   |                         |                   |                         |
| Police Department                                                                       |                                                                      |                                                                     |                   |                         |                   |                         |
| Fingerprinting                                                                          |                                                                      |                                                                     |                   |                         |                   |                         |
| Resident                                                                                | \$10.00 per card                                                     |                                                                     |                   |                         |                   |                         |
| Non-Resident                                                                            | \$15.00 per card                                                     |                                                                     |                   |                         |                   |                         |
| Criminal History Background Check                                                       | \$10.00 per background check                                         |                                                                     |                   |                         |                   |                         |
| Police contract services (i.e. special events, interagency, etc)                        |                                                                      |                                                                     |                   |                         |                   |                         |
| Admin Fee - staffing costs                                                              | \$20.00 per event                                                    | May be charged once if it is an ongoing event                       |                   |                         |                   |                         |
| Each officer                                                                            | \$85.00 per hour                                                     | 2 hour minimum                                                      |                   |                         |                   |                         |
| Police GRAMA requests                                                                   |                                                                      |                                                                     |                   |                         |                   |                         |
| Police Report                                                                           | \$10.00 per report                                                   | \$15.00 per hour of research (31+ minutes)                          |                   |                         |                   |                         |
| Police Report with Photos                                                               | \$15.00 per email                                                    | \$20.00                                                             |                   |                         |                   |                         |
| Police Report with Video                                                                | \$35.00 per hour of research (31+ minutes)                           |                                                                     |                   |                         |                   |                         |
| Good Conduct Letter Request                                                             | \$5.00 per letter                                                    |                                                                     |                   |                         |                   |                         |
| Annual sex offender / child abuse registration fee                                      | \$25.00 Per Registration                                             |                                                                     |                   |                         |                   |                         |
| Emergency Services                                                                      |                                                                      |                                                                     |                   |                         |                   |                         |
| Base Fee and Mileage Rate                                                               | As per State approved Utah Health Department Rates                   |                                                                     |                   |                         |                   |                         |
| Surcharges (Emergency, night service, off-road)                                         |                                                                      |                                                                     |                   |                         |                   |                         |
| Special Provisions (wait time, non-transport)                                           |                                                                      |                                                                     |                   |                         |                   |                         |
| Medical Supplies                                                                        |                                                                      |                                                                     |                   |                         |                   |                         |
| Hardship Waivers for Emergency Services                                                 | As per City Council Resolution R19-06                                |                                                                     |                   |                         |                   |                         |
| Public Works Department                                                                 |                                                                      |                                                                     |                   |                         |                   |                         |
| Public Works contract services (i.e. staffing, capital projects, interagency, etc)      |                                                                      |                                                                     |                   |                         |                   |                         |
| Staffing costs                                                                          | \$150.00 minimum up to 1st hour                                      | \$150.00 per hour after 1st hour                                    |                   |                         |                   |                         |
| Heavy equipment costs                                                                   | \$200.00 minimum up to 1st hour                                      | \$200.00 per hour after 1st hour                                    |                   |                         |                   |                         |
| Rate billed by the City includes time for mobilization and demobilization.              |                                                                      |                                                                     |                   |                         |                   |                         |
| Street Light Installation Charge - Charged to new development                           | \$150.00 per light                                                   | Plus Actual Cost of Materials and Installation                      |                   |                         |                   |                         |
| Street Sign Installation Charge - Charged to new development                            | \$1,000.00 Per Street Intersection                                   |                                                                     |                   |                         |                   |                         |
| Traffic Evaluation Request *                                                            | \$300.00 Per application                                             |                                                                     |                   |                         |                   |                         |

\*Reimbursement may be provided if the specified area is found to be in need of correction.

\*\*1st time offense is eligible for a \$20.00 reduction in fee with receipt of parking information in person or electronically.

## Fines

**All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)**

| Fee Description                                                                                 | Current Base Fee | Additional Fee                                | Proposed<br>Base Fee | Proposed<br>Additional<br>Fee | Base Fee<br>Increase | Additional Fee<br>Increase              |
|-------------------------------------------------------------------------------------------------|------------------|-----------------------------------------------|----------------------|-------------------------------|----------------------|-----------------------------------------|
| <b>Public Works Fines</b>                                                                       |                  |                                               |                      |                               |                      |                                         |
| Fines - Water Meter Tampering                                                                   | \$100.00         | 1st incident                                  |                      |                               |                      |                                         |
| Cross Connection of Culinary & Secondary Lines<br>(No water contamination of city water supply) | \$1,000.00       | per incident                                  |                      |                               |                      |                                         |
| Secondary Water Violation of Mandatory Water Restrictions                                       |                  |                                               |                      |                               |                      |                                         |
| 1st Incident                                                                                    | \$0              | Warning                                       |                      |                               |                      |                                         |
| 2nd Incident                                                                                    | \$200            | Applied to Utility Bill                       |                      |                               |                      |                                         |
| 3rd Incident                                                                                    | \$500            | Applied to Utility Bill                       |                      |                               |                      |                                         |
| 4th Incident                                                                                    | \$1,000          | Water Shut Off & Meter Installed              |                      |                               |                      |                                         |
| Fats, Oils, and Grease (FOG) Control Violation                                                  | \$100            | per day                                       |                      |                               |                      |                                         |
| Water Theft                                                                                     |                  |                                               |                      |                               |                      |                                         |
| Commercial                                                                                      | \$1,500.00       | Per Incident                                  |                      |                               |                      |                                         |
| Non-Commercial                                                                                  | \$250.00         | Per Incident                                  |                      |                               |                      |                                         |
| Utility Excavation without a Permit                                                             | \$250.00         | per Incident                                  |                      | NA                            | NA                   |                                         |
| Construction Activity Without a Permit when required                                            | \$100.00         | per Incident                                  |                      | NA                            | NA                   |                                         |
| Stormwater Pollution – construction activity without an approved permit                         | \$500.00         | per day per occurrence                        |                      |                               |                      |                                         |
| Stormwater Pollution – failure to use general best management practices                         | \$500.00         | per site per occurrence                       |                      |                               |                      |                                         |
| Storm Water Pollution - construction stabilization control & track-out                          | \$300.00         | per day per occurrence plus remediation costs |                      |                               |                      |                                         |
| Storm Water Pollution - Illicit Discharge, failure to cleanup or report spills                  | \$250.00         | Per Incident plus remediation costs           |                      |                               |                      |                                         |
| Stormwater Pollution – failure to conduct stormwater inspections                                | \$100.00         | per occurrence                                |                      |                               |                      |                                         |
| Stormwater Pollution – failure to maintain stormwater records                                   | \$100.00         | per occurrence                                |                      |                               |                      |                                         |
| <b>Code Enforcement Fines</b>                                                                   |                  |                                               |                      |                               |                      |                                         |
| Operating a Business Without a Certificate of Occupancy                                         | \$1,000.00       | Per Day                                       |                      |                               |                      |                                         |
| Occupying a Residential Unit Without a Certificate of Occupancy                                 | \$250.00         | Per Day                                       |                      |                               |                      |                                         |
| Operating without a business license or permit                                                  | \$150.00         | per incident                                  |                      |                               |                      |                                         |
| Operating without a solicitor's license:                                                        |                  |                                               |                      |                               |                      |                                         |
| Individual - First Offense                                                                      | \$20.00          | 1st Offense                                   |                      |                               |                      |                                         |
| Individual - Second or Subsequent Offense                                                       | \$50.00          | per incident                                  |                      |                               |                      |                                         |
| Company - First Offense                                                                         | \$150.00         | 1st Offense                                   |                      |                               |                      |                                         |
| Company - Second or Subsequent Offense                                                          | \$300.00         | per incident                                  |                      |                               |                      |                                         |
| Late Payment Fees                                                                               | \$20.00          | per month                                     |                      |                               |                      |                                         |
| Sign Reclamation fee (Illegal sign)                                                             | \$10.00          | per Sign                                      |                      | NA                            | NA                   |                                         |
| Sign Reclamation fee (Repeat offenses)                                                          | \$40.00          | per Sign                                      |                      | NA                            | NA                   |                                         |
| Code Enforcement                                                                                |                  |                                               |                      |                               |                      |                                         |
| Noncompliance Fee                                                                               | \$100.00         | Per Incident                                  |                      |                               |                      |                                         |
| Abatement Contractor                                                                            |                  | Contractor Rate Based Off of Acreage and Time |                      |                               |                      |                                         |
| Abatement Admin Fee                                                                             | \$75.00          | Per Incident                                  |                      |                               |                      |                                         |
| Lien Admin Fee                                                                                  | \$75.00          | Per Incident                                  |                      |                               |                      |                                         |
| <b>Police Department Fines</b>                                                                  |                  |                                               |                      |                               |                      |                                         |
| Parking Violation Penalty Fee **                                                                |                  |                                               |                      |                               |                      |                                         |
| Paid within 14 days of issuance                                                                 | \$30.00          | per ticket                                    |                      |                               |                      |                                         |
| Paid within 15 to 30 days of issuance                                                           | \$50.00          | per ticket                                    |                      |                               |                      |                                         |
| Paid after 30 days of issuance                                                                  | \$70.00          | per ticket                                    |                      |                               |                      | plus cost of collections, if applicable |

**Miscellaneous**

*All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)*

| Fee Description                                                                          | Current Base Fee                     | Additional Fee                 | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|------------------------------------------------------------------------------------------|--------------------------------------|--------------------------------|-------------------|-------------------------|-------------------|-------------------------|
| <b>Faxes</b>                                                                             |                                      |                                |                   |                         |                   |                         |
| Local                                                                                    | \$1.00 Per Call                      | NA NA                          |                   |                         |                   |                         |
| Long Distance                                                                            | \$3.00 Per Call                      | NA NA                          |                   |                         |                   |                         |
| <b>Copies</b>                                                                            |                                      |                                |                   |                         |                   |                         |
| 8 1/2 " x 11" - single sheet B&W                                                         | \$0.25 per sheet                     | NA NA                          |                   |                         |                   |                         |
| 8 1/2 " x 11" - single sheet Color                                                       | \$0.50 per sheet                     | NA NA                          |                   |                         |                   |                         |
| 11 " x 17" - single sheet B&W                                                            | \$0.50                               |                                |                   |                         |                   |                         |
| 11 " x 17" - single sheet Color                                                          | \$1.00                               |                                |                   |                         |                   |                         |
| 24" x 36"                                                                                | \$2.00 per sheet                     | NA NA                          |                   |                         |                   |                         |
| Off-site Printing                                                                        | Actual Cost                          | NA NA                          |                   |                         |                   |                         |
| <b>Post Office Supplies</b>                                                              |                                      |                                |                   |                         |                   |                         |
| Stamps, Packages, Boxes, etc.                                                            | As per approved USPS prices          |                                |                   |                         |                   |                         |
| Ready Post Supplies including tape, bubble wrap, and mailing cartons                     | As per approved USPS prices          |                                |                   |                         |                   |                         |
| <b>Administrative Reports, Documents, and Fees</b>                                       |                                      |                                |                   |                         |                   |                         |
| Financial Report                                                                         |                                      |                                |                   |                         |                   |                         |
| First Copy                                                                               | No Charge per report                 | NA NA                          |                   |                         |                   |                         |
| Additional                                                                               | \$5.00 per report                    | NA NA                          |                   |                         |                   |                         |
| Budget Document                                                                          |                                      |                                |                   |                         |                   |                         |
| First Copy                                                                               | No Charge per report                 | NA NA                          |                   |                         |                   |                         |
| Additional                                                                               | \$5.00 per report                    | NA NA                          |                   |                         |                   |                         |
| Audio Recordings on CD                                                                   | \$10.00 per CD                       | NA NA                          |                   |                         |                   |                         |
| Certification of Copies                                                                  | \$2.00 per copy                      | NA NA                          |                   |                         |                   |                         |
| Administration Processing Fee                                                            | \$50.00 Per hour                     |                                |                   |                         |                   |                         |
| Administrative Citation Appeal Hearing Fee                                               | \$25.00 per appeal                   |                                |                   |                         |                   |                         |
| GRAMA Records Request                                                                    |                                      |                                |                   |                         |                   |                         |
| Records Request                                                                          | \$0.25 per page                      |                                |                   |                         |                   |                         |
| Research, compilation, editing, redaction, etc.                                          | \$0.00 per minute (first 30 min)     | \$15.00 per hour (31+ minutes) |                   |                         |                   |                         |
| Passport Photos**                                                                        | \$15.00 per photo                    | NA NA                          |                   |                         |                   |                         |
| Passport Acceptance Fee**                                                                | \$35.00 per application              | NA NA                          |                   |                         |                   |                         |
| Passport Express Mail Fee (1-2 day delivery)**                                           | \$30.00 per application              | NA NA                          |                   |                         |                   |                         |
| Notarization                                                                             | \$10.00 per stamp                    | NA NA                          |                   |                         |                   |                         |
| Subdivision Ordinance Book                                                               |                                      |                                |                   |                         |                   |                         |
| Entire Book                                                                              | \$15.00 per book                     | NA NA                          |                   |                         |                   |                         |
| Per Chapter                                                                              | \$1.50 per chapter                   | NA NA                          |                   |                         |                   |                         |
| General Plan Book                                                                        | \$15.00 per book                     | NA NA                          |                   |                         |                   |                         |
| <b>Maps (includes Zoning, General Plan, Garbage Pick-up, Master Transportation etc.)</b> |                                      |                                |                   |                         |                   |                         |
| 8 1/2 " x 11" Size A                                                                     | \$3.00 per map                       | NA NA                          |                   |                         |                   |                         |
| 11" x 17" Size B                                                                         | \$5.00 per map                       | NA NA                          |                   |                         |                   |                         |
| 22" x 34" Size D                                                                         | \$15.00 per map                      | NA NA                          |                   |                         |                   |                         |
| Map Research & Compilation                                                               | \$50.00 per hour                     |                                |                   |                         |                   |                         |
| Maps on disk                                                                             | \$10.00 per disk                     | NA NA                          |                   |                         |                   |                         |
| <b>Collections</b>                                                                       |                                      |                                |                   |                         |                   |                         |
| Returned Check Fee                                                                       | \$20.00 per check                    | NA NA                          |                   |                         |                   |                         |
| Warrant Collection Fee                                                                   | 2.75% of outstanding warrant balance |                                |                   |                         |                   |                         |
| Outside Collection Agency Fee                                                            | 25.00% of balance owed to City       |                                |                   |                         |                   |                         |
| <b>Candidate Filing Fee for Public Office</b>                                            | \$25.00 per application              | NA NA                          |                   |                         |                   |                         |
| <b>City Hall Lobby Rental *</b>                                                          |                                      |                                |                   |                         |                   |                         |
| Small Events (< 25 persons - no food present)                                            |                                      |                                |                   |                         |                   |                         |
| Resident                                                                                 | \$100.00 per rental *                | \$35.00 per hour for staffing  |                   |                         |                   |                         |
| Non-resident                                                                             | \$150.00 per rental *                | \$40.00 per hour for staffing  |                   |                         |                   |                         |
| Small Events (< 25 persons - with food present)                                          |                                      |                                |                   |                         |                   |                         |
| Resident                                                                                 | \$200.00 per rental *                | \$40.00 per hour for staffing  |                   |                         |                   |                         |
| Non-resident                                                                             | \$300.00 per rental *                | \$45.00 per hour for staffing  |                   |                         |                   |                         |
| Large Events (> 25 persons - no food present)                                            |                                      |                                |                   |                         |                   |                         |
| Resident                                                                                 | \$600.00 per rental *                | \$45.00 per hour for staffing  |                   |                         |                   |                         |
| Non-resident                                                                             | \$900.00 per rental *                | \$50.00 per hour for staffing  |                   |                         |                   |                         |
| Large Events (> 25 persons - with food present)                                          |                                      |                                |                   |                         |                   |                         |
| Resident                                                                                 | \$600.00 per rental *                | \$50.00 per hour for staffing  |                   |                         |                   |                         |
| Non-resident                                                                             | \$900.00 per rental *                | \$55.00 per hour for staffing  |                   |                         |                   |                         |
| <b>City Hall Chambers Rental *</b>                                                       |                                      |                                |                   |                         |                   |                         |
| Small Events (< 25 persons - no food present)                                            |                                      |                                |                   |                         |                   |                         |

**Miscellaneous*****All Fees Are Effective July 1, 2025 Except As Noted (All fees paid with credit card are subject to 3% fee)***

|                                                 |                         |                               |
|-------------------------------------------------|-------------------------|-------------------------------|
| Resident                                        | \$200.00 per rental *   | \$35.00 per hour for staffing |
| Non-resident                                    | \$300.00 per rental *   | \$40.00 per hour for staffing |
| Large Events (< 25 persons - no food present)   |                         |                               |
| Resident                                        | \$600.00 per rental *   | \$40.00 per hour for staffing |
| Non-resident                                    | \$900.00 per rental *   | \$45.00 per hour for staffing |
| <b>City Hall Lobby and Chambers Rental *</b>    |                         |                               |
| Small Events (< 25 persons - no food present)   |                         |                               |
| Resident                                        | \$300.00 per rental *   | \$35.00 per hour for staffing |
| Non-resident                                    | \$400.00 per rental *   | \$40.00 per hour for staffing |
| Small Events (< 25 persons - with food present) |                         |                               |
| Resident                                        | \$400.00 per rental *   | \$40.00 per hour for staffing |
| Non-resident                                    | \$500.00 per rental *   | \$45.00 per hour for staffing |
| Large Events (> 25 persons - no food present)   |                         |                               |
| Resident                                        | \$700.00 per rental *   | \$50.00 per hour for staffing |
| Non-resident                                    | \$800.00 per rental *   | \$55.00 per hour for staffing |
| Large Events (> 25 persons - with food present) |                         |                               |
| Resident                                        | \$900.00 per rental *   | \$55.00 per hour for staffing |
| Non-resident                                    | \$1,000.00 per rental * | \$60.00 per hour for staffing |

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**Miscellaneous**

|               |                        |                      |
|---------------|------------------------|----------------------|
| Sale of Mulch | \$25.00 per cubic yard |                      |
| Sale of Dirt  |                        |                      |
| Resident      | \$20.00 per cubic yard | \$30.00 Delivery Fee |
| Non-resident  | \$25.00 per cubic yard | \$40.00 Delivery Fee |

\* 50% of rental fee will be refunded upon satisfactory cleanup of facility and no damages.

\*\* The Department of State also charges passport processing fees, expedited fees, and file search fees in addition to our Syracuse City processing fees.  
These fees are sent directly to the Department of State with the passport applications. See our website for additional information and required fees.



# COUNCIL AGENDA

June 24, 2025

Agenda item "c.3"

## Proposal to Lease of City Property

### ***Summary***

The City has been approached by Amanda and Michael Hildebrand, owners of Witches Brew Coffee Co. about leasing city owned property for a mobile food operation. See attached for their detailed proposal. In summary, they are requesting to park their enclosed trailer in the museum parking lot to sell coffee year-round. They would like to plug into power, but if not allowable, would run a generator. They would agree to pay monthly lease payments. In their proposal, there is a graphic showing their desired locations to park the trailer. Their desired locations would occupy about three parking stalls and prefer to park west of the museum building's entrance. Their proposed hours of operation would be weekdays 6 am to 4 pm, weekends 7 am to 1 pm. Also, there would be about an hour setup, and hour take down before and after those business hours.

### ***Applicable Ordinances***

There are two ordinances that could potentially govern the lease of this city space depending on how council interprets the context of the proposal. The first would be ordinance 4.25.160 which requires concession people selling food, drinks, or other items in a park to have a special contract approved by the City. In the consolidated fee schedule, 'Park Land Rental (Concessionaire)' is listed at \$250 per month. Common practice is for the Parks and Recreation Director to approve or deny proposals for concessionaires in parks. In this case, since it was presented to the City Council, it could be approved by council instead of the director.

The second potential governing ordinance is 13.40.060. This ordinance would be applicable if the Witches Brew proposal was considered to not be a concessionaire renting park land, but a business leasing non-park, city land. The museum parking lot is on the same parcel as Centennial Park, but the exact boundary between park and museum parking lot could be debated. In this scenario, a lease agreement with the terms and condition of the lease would be required to be presented in a public hearing. The applicant reports that the common industry standard lease rate is around \$750-900 per month.

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

Decide if it is in the best interest of the city to rent out a portion of the museum parking lot to a mobile coffee trailer business. If yes, also provide direction to staff if this should be considered to be a concessionaire park land rental or a standard business lease.



Syracuse City / Syracuse Museum

Business Proposal

May 28, 2025

## **Witches Brew Coffee Proposal to Syracuse City for Year-Round Museum Lot Lease**

### **About Us**

Witches Brew Coffee is a locally owned mobile coffee trailer launching in Summer 2025. Based in Syracuse, we serve handcrafted coffee, teas, and seasonal specialty drinks with a magical, family-friendly aesthetic. Our mission is built on three pillars:

- Coffee – High-quality beverages from local roasters
- Connection – A gathering space for neighbors and friends
- Community – Supporting events, artists, and local causes

### **Why the Syracuse Museum?**

The museum is a cultural gem. Placing our trailer there adds value—offering guests a cozy place to connect before or after visiting and encouraging more community engagement. The location is ideal for foot traffic from parks, events, and nearby neighborhoods.

### **Our Proposal**

We respectfully request to lease a small, designated space in the Syracuse Museum parking lot year-round, ideally near power access (but not required). Our compact, visually appealing trailer will operate in full compliance with city regulations.

### **What We Offer**

- Full insurance and city licensing
- Clean, professional trailer setup
- Monthly lease payments to the city
- Community-forward presence and event collaboration

### **Let's Partner**

We're here to build something special with Syracuse—one cup at a time. We'd love to meet and discuss how this partnership can benefit the city, the museum, and the people who call this place home.

### **Contact:**

Amanda and Michael Hildebrand

Witches Brew Coffee Co.

P: 385-319-0776

E: [witchesbrewcoffee.ut@gmail.com](mailto:witchesbrewcoffee.ut@gmail.com)

## **Our Story & Vision for Syracuse**

Amanda and I may have only called Syracuse home since 2023, but in just a brief time, this community has captured our hearts. We've come to know our neighbors, admire the growth of the city, and feel a powerful sense of purpose in giving back to the place that welcomed us so warmly.

Witches Brew Coffee isn't just a business—it's a dream 14 years in the making. Our journey with coffee began long ago, fueled by a shared passion for its craft and the connections it fosters. For over three years, our family has been hands-on in coffee service, gaining the real-world experience necessary to turn this dream into a reality. Now, we're bringing that dream to life right here in Syracuse.

Our mobile coffee trailer is just the beginning. We're not here to compete with corporate coffee chains, we're here to fill the niche that's been missing in Syracuse: a locally grounded, community-first coffee experience. Our vision is to serve the growing parts of the city with quality drinks and meaningful service, becoming the go-to coffee choice where personal connection matters most.

Looking ahead, our long-term goal is to establish a brick-and-mortar coffeehouse in Syracuse within the next 3–5 years—an inviting space where neighbors can gather, build relationships, and truly feel at home. But even now, from our mobile trailer, we are committed to this mission:

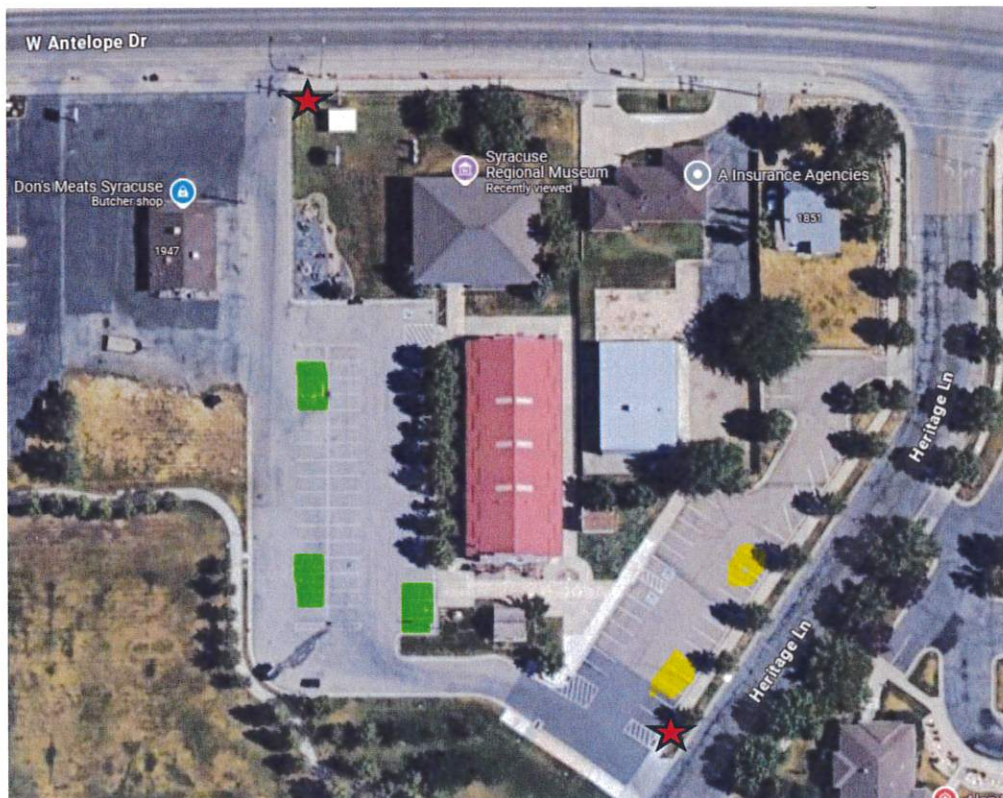
- Keeping coffee local
- Creating jobs within the community
- Fostering connection one cup at a time
- Giving back, with 3% of all beverage sales donated directly to local Utah based charities with Davis County and Syracuse given priority

Witches Brew is more than just coffee—it's a love letter to community, to local flavor, and to the people of Syracuse. We're honored to build something meaningful here, and we hope you'll consider partnering with us to make it happen.

## Proposal Details

1. Location and signage: We're seeking a year-round space for our trailer. Ideally, within the museum parking lot - as street facing as possible. We are hoping to launch late July to the first week of August and be positioned year-round. Along with the trailer space, we would also request the ability to present non-invasive signage such as a feather flag on the Antelope Drive street side and another on the Heritage Lane side

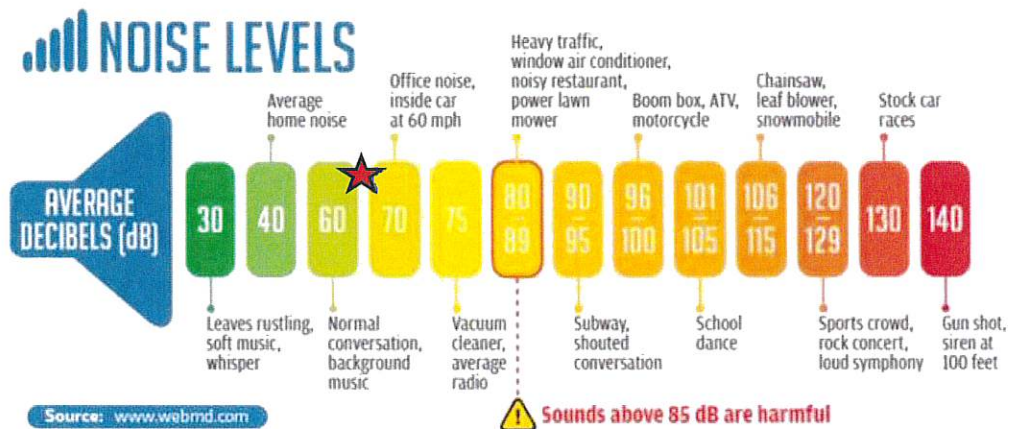
The graphic below shows our desired primary locations (highlighted in **GREEN**) and secondary locations for the trailer (highlighted in **YELLOW**) taking into consideration the size of the trailer. The **RED** stars at both the Antelope Drive and Heritage Lane entrances indicate signage locations



2. Hours of Operation Supporting a primarily morning to early afternoon presence:
  - Weekdays: 6:00 AM – 4:00 PM
  - Weekends: 7:00 AM – 1:00 PM (subject to event and adjustment)
  - We would be on-site approximately one hour before and after for set-up and teardown.

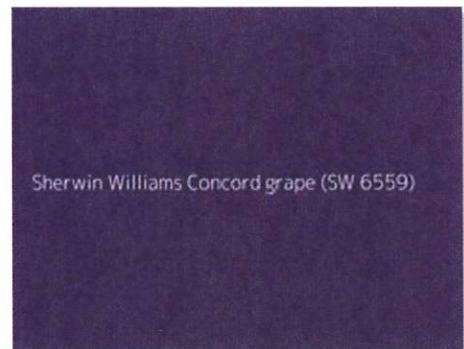
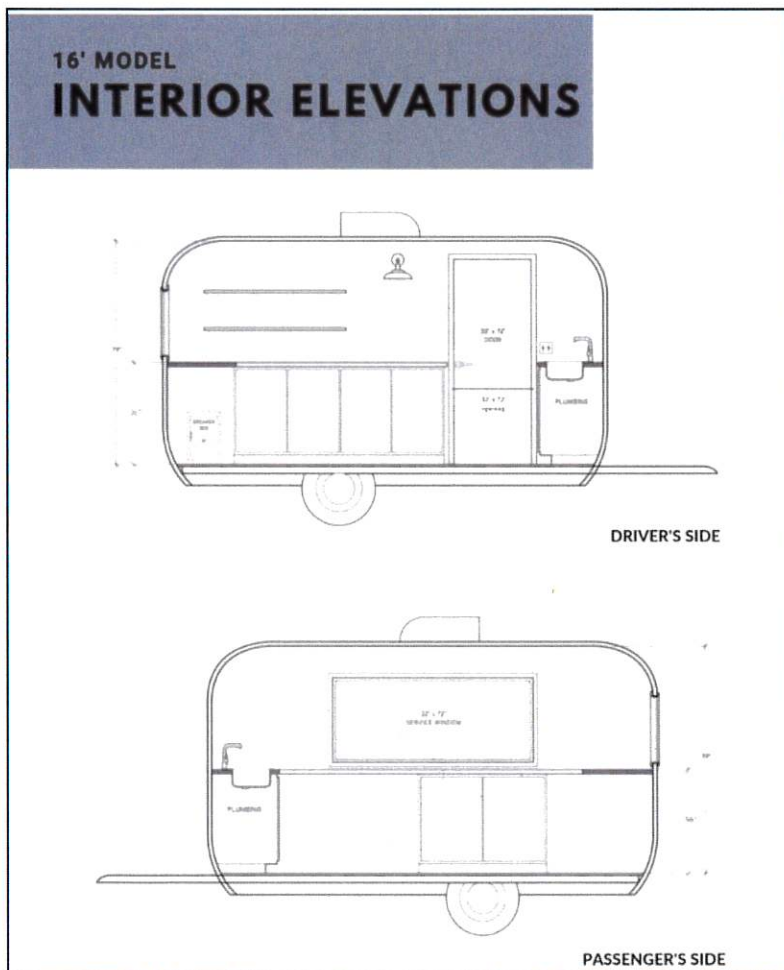
3. **Trailer Specs:** sixteen feet long (including the tongue), requiring approximately three parking spaces. It would remain in place, moving only for routine maintenance (water refills, sanitation, etc.). Please see page 6 for trailer information
4. **Liability:** Syracuse Museum and Syracuse City would assume no responsibility for the trailer's security or maintenance; this would be clearly outlined in our agreement, and we would list both (as needed) as an additionally insured on our insurance bond
5. **Menu Offerings:** Our menu includes coffee, teas, sparkling water, and seasonal non-coffee drinks (e.g., lemonade). Please see page 7 for sample menu
6. **Compensation:** We are prepared to pay a fair, negotiable rate. A common industry standard is \$25-30/day, or \$750-900/month, generating consistent additional revenue streams.
7. **Collaborative Marketing:** We're open to creating promotions to further engage your patrons and city employees.
8. **Commissary:** Currently under contract with CG Commissary as our commercial kitchen, storage, non-potable water disposal, and fresh water source as required by Davis County Health District
9. **Generator:** We have purchased a high-end inverter generator to power the trailer which outputs at 58-65 decibels. Please see the **RED** star on the graphic below to show where this falls (average)

## Levels Of Noise In Decibels (dB) Level Comparison Chart



## Trailer

We have contracted with Aerobuild out of Nashville, TN to build our custom coffee trailer. Delivery of our trailer should occur in mid-to-late July, with operations beginning near August 1<sup>st</sup>. The trailer will be licensed and insured as required by state law and does not contain food preparation areas as that is not within our scope of service but does maintain all required Davis County Health Department code requirements (temp controlled refrigerator, non-porous surfaces, 3 basin wash sink and separated hand sink, etc.). We are sharing the images below as informational only, as the trailer is still in build status. The color swatch will be the exterior color of the trailer with our logo; however, the trim and style will be similar to the trailer shown below. If a build-out document is needed by the city for this, we can provide it upon request via email.



## Sample Menu

We will be serving primarily coffee and tea beverages but acknowledging that coffee and tea are not for everyone, we will also be serving sparkling beverages and seasonally appropriate flavored lemonade. Our goal is to keep our menu simple and to put the focus on the flavors of the drink first; we believe coffee should taste like coffee and tea should taste like tea -with indulgences of course for our customer's personal taste. Keeping that in mind, we will be serving the following in Hot (10 oz or 16 oz, except where indicated) and Cold (16 oz or 20 oz) options:

- Cortado and Cappuccino (8oz hot only)
- Lattes
- Mocha Latte
- White Chocolate Latte
- Americano
- Breve
- Solo (1 oz hot only) – Single shot of espresso alone or added to beverage
- Doppio (2 oz hot only) – Double shot of espresso alone or added to beverage
- Chai
- Matcha
- Bag Tea
- London Fog
- Drip Coffee (local Davis County roaster)
- Hot Chocolate

Along with the standard menu, we will offer five signature drinks encompassing the elements of Spirit, Air, Fire, Water, and Earth as well as crafted seasonal syrups to enhance seasonal beverage options.

We will be providing sugar free syrup as requested and optional milk choices such as Almond, Oat, or Soy milk in addition to 2%, Skim, Half and Half and heavy cream



# COUNCIL AGENDA

June 24, 2025

Submitted by Colin Winchester

## **Agenda Item “d.1”      ORD 25-25 – Parking Ordinance Revisions**

### ***Factual Summation***

- This proposal originally arose because of a proposed agreement with UDOT that will require the City to maintain two park-n-ride lots along the West Davis Corridor. Among other things, the City will be responsible for parking enforcement in those two lots.
- The City’s current parking ordinances address parking in rights-of-way and city parks, but do not address parking on other public property.
- The proposed amendments will apply to “public property,” a term defined in the proposal to include all property owned, leased, controlled or maintained by the City. If the agreement with UDOT is signed, the UDOT-owned park-n-ride lots will be controlled and maintained by the City and thus become “public property” for purposes of the parking ordinance.
- The proposed ordinance also broadly defines the term “vehicle” for purposes of the parking ordinance.
- Finally, the proposed ordinance includes a few dozen grammatical improvements, clarifications, etc.

### ***Discussion Goals***

Discuss and determine whether to move the proposed ordinance forward to the next business meeting for action.

**ORDINANCE 25-25**  
**AN ORDINANCE AMENDING SYRACUSE MUNICIPAL CODE TITLE 11 CHAPTER 20**

**WHEREAS**, Syracuse Municipal Code Title 11 Chapter 20 currently regulates parking in public rights-of-way and city parks, but does not regulate parking on other public property; and

**WHEREAS**, the attached proposed amendments will define “public property” to include all property owned, leased, controlled or maintained by the City; and

**WHEREAS**, the attached proposed amendments will more broadly define the term “vehicle” for purposes of Title 11 Chapter 20; and

**WHEREAS**, the City Council desires to amend Title 11 Chapter 20 so that it regulates the parking of vehicles on all public property;

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

**Section 1.** Syracuse Municipal Code Title 11 Chapter 20 is amended to read as attached hereto.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8TH DAY OF JULY, 2025.**

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CASSIE Z. BROWN  
City Recorder

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DAVE MAUGHAN  
Mayor

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

## Chapter 11.20

### ADDITIONAL STOPPING, STANDING, AND PARKING REGULATIONS

#### Sections:

11.20.010 Purpose.

11.20.015 Definitions.

11.20.020 Violation – Civil liability to City – Collection of unpaid penalty fees.

11.20.030 Administration and enforcement.

11.20.040 Appeals.

11.20.050 Off-street parking during winter months.

11.20.060 Parking of heavy duty vehicles in public rights-of-way.

11.20.070 Parking ~~of trailers, recreational vehicles on public property.~~

11.20.080 Parking restrictions.

11.20.085 Parking by permit in specific areas.

11.20.090 Impoundment authorized.

11.20.100 Evasion of parking regulations.

#### 11.20.010 Purpose.

The purpose of this chapter is to ~~prevent the creation of nuisances to neighbors and those traveling on streets within the City, which are created by the presence of trailers, heavy duty vehicles, and inoperable vehicles; any vehicle or trailer during the months of snow removal; and parking vehicles or trailers in such a way as to endanger safety, block access, impede drivers' and pedestrians' views of oncoming traffic, and render an area unsightly. It is intended that the owners of trailers, heavy duty vehicles and inoperable vehicles shall be required to store park those items in locations other than in the public right-of-way.~~ regulate the parking of vehicles on public property.

#### 11.20.015 Definitions.

For purposes of this chapter:

(A) "Public property" means real property owned, leased, controlled or maintained by the City.

(B) "Vehicles" includes but is not limited to operable or inoperable: motor vehicles, trailers, off-highway vehicles, recreational vehicles, golf carts, agricultural implements, snowmobiles, aircraft, boats, and construction equipment.

#### 11.20.020 Violation – Civil liability to City – Collection of unpaid penalty fees.

(A) If any vehicle ~~or trailer~~ is parked in violation of any provision of this chapter, the person in whose name the vehicle ~~or trailer~~ is registered shall be strictly liable for such violation and the penalty associated with it.

(B) Any civil penalty assessed under this section may be in addition to other remedies, such as towing or impounding ~~vehicles~~, provided in this chapter or under state law.

(C) Civil penalties shall be established in the Consolidated Fee Schedule.

(D) All penalty fees collected shall be payable to ~~Syracuse-the~~ City, and the City may use such lawful means as are available to collect such penalty, and add to the penalty ~~costs~~ any reasonable attorney's or collection fees. The City may refer unpaid penalty fees to a collection agency.

(E) The City shall retain the discretion to pursue violations of this chapter as a criminal violation. The enactment of this chapter shall not be construed to limit the City's right to prosecute any violation of this chapter as a criminal offense. When pursued criminally, a violation of this chapter is an infraction.

#### 11.20.030 Administration and enforcement.

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

(B) The designee, upon discovering an apparent violation of this chapter, may issue a civil citation, including the following information:

(1) Date and time;

(2) Location of parked vehicle;

(3) If readily available, the make, model and license plate of the vehicle ~~or trailer; and~~

(4) The specific section violated ~~by the vehicle, and the penalty fee owed due to the violation;~~  
and

(5) The penalty fee.

Failure to provide any of the information identified in this subsection shall only invalidate a citation or extend a deadline if its omission deprives a recipient of due process.

(C) The designee shall leave a copy of that citation in a prominent place on the vehicle, and mail a copy of the citation to the address listed on the vehicle's registration.

(D) The citation shall inform the recipient of:

(1) The City office where payment may be made or delivered;

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

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

(E) A person who fails to appeal the citation within 10 business days of the date the citation was issued waives their right to challenge the action taken.

#### 11.20.040 Appeals.

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

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

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

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

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

(1) The vehicle was reported as stolen; or

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

(F) Appeals from the Hearing Officer determination are made by filing an appeal ~~of an administrative action~~ with the ~~2nd-Second~~ District Court of Utah. District court review is a record review, and the decision of the ~~Justice Court-Hearing Officer~~ shall be upheld unless it is not supported by substantial evidence or ~~it is~~ capricious or illegal.

#### 11.20.050 Off-street parking during winter months.

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

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

(B) Between the hours of 12:00 a.m. and 6:00 a.m.

#### 11.20.060 Parking of heavy duty vehicles in public rights-or-way.

(A) The driver of a motor vehicle having a total gross weight, loaded or unloaded, in excess of 26,000 pounds, or having a total length in excess of 24 feet from the most forward point of the vehicle or its

load to the most rear point of said vehicle or its load, shall not park said vehicle or allow it to stand upon any City street or public right-of-way for longer than two hours.

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

(C) In determining the total gross weight or total length as provided in this section, the length or weight of a trailer connected or attached to or in tandem with the motor vehicle shall also be included in making such determination.

#### 11.20.070 Parking ~~of trailers, recreational vehicles on public property.~~

~~(A) It shall be unlawful for any person or business to park, place, store, or otherwise leave standing on any public street, public roadway, public alley or City property any unattached trailer of any type, whether for the occupancy of people, storage of items or for towing purposes; any boat, whether the same is loaded or not on an unattached trailer or otherwise; any camper not mounted on a vehicle; any motor home or mini motor home of any length; and any combination of a pulling or towing vehicle with an attached trailer for a period longer than 24 hours. It shall be unlawful to park any vehicle on public property for longer than 48 consecutive hours. A vehicle shall be deemed to be in violation of this subsection if it is parked in one or more locations on public property for longer than 48 consecutive hours.~~

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

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

~~(D-C)~~ No ~~trailer or recreational~~ vehicle may be used as a place of sleep or habitation while it is parked on ~~a public right of way~~ public property. Recreational vehicles or trailers with a “bump-out” feature, by which the sides of the recreational vehicle or trailer expand to the left or right in order to increase ~~the interior space within the trailer~~, may not have that feature activated while parked ~~on the in a~~ in a public right-of-way.

~~(E-D)~~ Trailers used in the course of business shall be stored off of the public right-of-way, and may not be parked overnight on any public right-of-way.

~~(F-E)~~ This section does not prohibit the parking of construction trailers ~~on in~~ in public rights-of-way, so long as those trailers are associated with an active building permit.

#### 11.20.080 Parking restrictions.

It shall be unlawful to stop, stand, or park any vehicle ~~or trailer~~:

- (A) In such a manner so as to obstruct access upon, or use of, the entire surface of any sidewalk;
- (B) Upon any ~~street, public right-of-way, or publicly owned or controlled property, public property~~ for a period of more than 48 hours;
- (C) In any fire lane, or to otherwise block or obstruct any fire lane or hydrant established by the City, except as necessitated by an emergency;
- (D) ~~On any public property, other than in designated parking areas, or as legally permitted on roadways;~~
- ~~(E)~~ Upon any street or public right-of-way, within six feet of a mailbox or within four feet of a refuse or recycling can, between the hours of 8:00 a.m. to 5:00 p.m., or in any other manner that obstructs the delivery or retrieval of mail from a mailbox, or which obstructs refuse collection;
- ~~(F-E)~~ In a manner that obstructs all or part of a public or private driveway, without permission from the driveway owner;
- ~~(G-F)~~ In a manner that constitutes a violation of the standing or parking vehicle restrictions in the Utah State Traffic Code ~~as amended and superseded from time to time and as adopted and incorporated herein, as if fully set out in length herein.~~
- (H)
  - (1) This section does not apply to any vehicle or trailer which is owned by a governmental entity and which is being used for official government business, or to vehicles which have been authorized by the applicable highway authority to stop, stand or park in a manner otherwise contrary to this section.
  - (2) Such vehicles may not block access to private or public driveways, except in cases of emergency repairs, when necessary in order to provide police or fire services, or pursuant to a road or lane closure authorized by the applicable highway authority.
  - (3) When it is anticipated that access to private or public driveways will be blocked, the entity shall coordinate its plan with the City, and shall communicate its plan to the affected property owner, at least 24 hours prior to the time access is blocked.

#### 11.20.085 Parking by permit in specific areas.

(A) Due to the high volume of daytime on-street parking caused by students or visitors to Syracuse High School, parking restrictions may be put in place on certain streets in close proximity to the school in order to retain parking spaces for residents whose homes abut these streets and their guests. The Traffic Engineer shall make the determination of which zones are designated as "permit only" areas.

(B) Residents who live on designated streets shall be issued parking permits by the City upon request of the resident. Passenger vehicles displaying the parking permit on the front dashboard shall be permitted to park on the "permit only" designated street. Permits do not reserve specific areas for a permit-holder.

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

(D) Initial permits and permits issued to new move-ins shall be provided without cost to the resident. Replacement permits only shall be provided upon payment of a fee.

(E) This section does not permit any passenger vehicle to park in areas that are already prohibited by state law or Syracuse City ordinance such as in front of fire hydrants, mailboxes or red-curbed areas, where signage prohibits parking at all times, or in violation of parking prohibitions during snow accumulation and removal operations.

#### 11.20.090 Impoundment authorized.

Vehicles ~~or trailers~~ left parking or standing in violation of this chapter may be marked with a notice that the vehicle ~~or trailer~~ will be towed if not moved immediately. If the vehicle has not been moved to an appropriate location within two hours of the notice, a peace officer or code ~~compliance enforcement~~ officer may direct that the posted vehicle ~~or trailer~~ may be removed and impounded at the owner's expense, using impoundment procedures found in Utah law.

#### 11.20.100 Evasion of parking regulations.

(A) The following constitute evasion of parking regulations, and shall not avoid the regulations of this chapter or restart the calculation of time ~~for purposes of SMC 11.20.060, 11.20.070 or 11.20.080 periods established in this chapter:~~

(1) Moving a parked vehicle, ~~motor home, or trailer~~ from its original location on ~~a public street,~~ public property to any other location or locations on ~~a public street~~ public property within one-half mile of the original location, if the cumulative time of the vehicle at both or multiple locations would exceed the lawful amount of time permitted at a single location; or

(2) Removing an unlawfully parked vehicle, ~~motor home, or trailer~~ from ~~a public street~~ public property for a period of time of less than eight hours, and then returning the vehicle, ~~motor home or trailer~~ to ~~a public street~~ public property within one-half mile of the original location.

(B) Evasion of parking regulations shall constitute a separate offense, punishable as an infraction, if done with intent to evade the provisions of this chapter.

## UDOT PARK-N-RIDE AGREEMENT -- LEGAL RESEARCH RE GOVERNMENTAL IMMUNITY

**Informal draft response** to Council Member Cragun's previous question regarding governmental immunity.

Colin Winchester

June 16, 2025

### **Question 1. As between UDOT and the City, who is responsible to provide weed mowing, snow removal, trash removal, etc., at the two UDOT-owned park-n-ride lots with the City?**

Pursuant to existing City ordinances, property owners, agents, occupants or lessees are responsible for complying with the City's property maintenance regulations. Those regulations include:

- Removal of snow and ice from public sidewalks within 24 hours after the end of each snowstorm
- Removal of weeds and noxious vegetation between the public sidewalk and the street
- Removal of dirt, litter, snow, ice and obstructions from public sidewalks
- Removal of junk, salvage material, litter, abandoned vehicles, inoperable vehicles
- Maintain weeds and grasses below 6" height
- Removal of noxious weeds, noxious vegetation, dead trees, diseased trees
- Secure empty buildings

**Question 2. Is UDOT *exempt* from complying with the above requirements?** No. I find nothing in state code, state administrative rules, or local ordinance that exempts UDOT from complying with the above property maintenance regulations.

**Question 3. Is UDOT *immune* from complying with the above requirements?** No. I find nothing in the Governmental Immunity Act that grants UDOT immunity from non-compliance with the above property maintenance regulations. The general rule is that governmental immunity exists unless it has been expressly waived. However, the Governmental Immunity Act expressly waives immunity for "any defective or dangerous condition of a public building, structure, dam, reservoir, or other public improvement."

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**Note 1:** The state code and judicial decisions agree that a local government's *zoning* ordinances do not apply to state or federal governments without the consent of the state or federal government. But here, we are not dealing with the City's zoning ordinance; we are dealing with the City's code enforcement ordinance.

**Note 2:** UDOT is statutorily mandated to cooperate with local governments in the construction, maintenance, and use of the highways and all related matters. And UDOT is statutorily authorized to provide services to those local governments pursuant to mutual agreements.

**Note 3:** Although there are several statutes and administrative rules that allocate the responsibility for construction and maintenance of state highways between the state and local governments, I did not find a statute or rule that specifically addresses park-n-ride lots.

**Note 4:** I found nothing that requires UDOT to enforce parking regulations.



# COUNCIL AGENDA

June 17, 2025



## Agenda Item “d.2” Proposed UDOT Agreement for WDC Park and Ride

### ***Background***

This memo summarizes the cooperative agreement between Syracuse City and The Utah Department of Transportation (UDOT) for the two newly constructed West Davis Corridor (WDC) Park and Rides located at 2000 West and 3000 West. The Agreement identifies roles for ownership, maintenance, and operations of these facilities, as well as procedures for future access and compliance with applicable laws.

### ***Summary of City Responsibilities***

- 1. The city will maintain, at its own cost, the following:**
  - Snow removal
  - Landscaping and weed control up to UDOT’s fence
  - Electrical service and maintenance of light poles and fixtures (with optional camera installation)
  - Trash removal and litter control (may include garbage bins)
  - Signage, striping, and asphalt surface repair
  - Trailhead upkeep
  - Police services
- 2. Failure to maintain the facilities within 30 days of UDOT notice may result in UDOT performing the work and billing the city**

### ***Summary of UDOT Responsibilities***

- 1. Accepts responsibility**
  - Constructed the Park and Ride lots in accordance with approved plans
  - Will notify the city at least 48 hours in advance of performing any work near City facilities.

- Grants access to City for future maintenance via permit (per Utah Admin. Code R930-7), with certain exceptions (e.g., landscaping behind curbs, work outside WDC right-of-way).
  - No permit is required for certain low-impact maintenance activities

### ***Additional Provisions***

1. If Syracuse City obtains ownership of the real property on which the park and ride lots are constructed, some of the terms of the agreement would change.
2. Lots will remain primarily for Park and Ride use; however, the City may utilize the property for other purposes deemed in the City's best interest, including granting easements.
3. Both parties are subject to the Utah Governmental Immunity Act and agree to indemnify one another for negligence.
4. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership

### ***Discussion Item***

Review the draft Park and Ride agreement with UDOT and give directions to the Administration on whether to place it on the agenda for the July Council meeting agenda.



## **COOPERATIVE AGREEMENT**

### **Park and Ride**

**THIS COOPERATIVE AGREEMENT** ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **UTAH DEPARTMENT OF TRANSPORTATION ("UDOT")**, an agency of the State of Utah, and **Syracuse City ("CITY")**, a political subdivision of the State of Utah.

### **RECITALS**

**WHEREAS**, UDOT has prepared plans, specifications, estimates of costs and has constructed that certain section of highway identified as SR-177, West Davis Corridor in Davis COUNTY, Utah, ("WDC"); and

**WHEREAS**, Work shall be defined as: all duties and services to be furnished and provided by Design-Builder as required by the construction contract, including the administrative, design, engineering, quality control, quality assurance, relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation and other efforts necessary or appropriate to achieve construction contract completion except for those efforts which the construction contract documents specify will be performed by the UDOT or other persons.

**WHEREAS**, the parties desire to identify the ownership, maintenance, and operations responsibilities of the park and ride improvements covered by this Agreement in accordance with the terms and conditions contained herein.

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

### **AGREEMENT:**

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

### **SPECIAL PROVISIONS**

#### **1. WDC PARKING LOT OWNERSHIP AND MAINTENANCE**

**1.1. UDOT** has constructed two Park and Ride Parking lots within the **CITY**. The Park and Ride lots are located at 2000 West and 3000 West, as shown on Exhibit A. The **CITY** shall maintain in good, usable condition, at no cost to UDOT, all Parking Lot facilities constructed by the Project, within **CITY** boundaries, including;

- Snow removal
- Maintenance of landscaping
- Electrical power to lighting
- Light poles and fixtures
- Police services (The City may add cameras to the light poles to enhance security)
- Trash removal and litter control (The City may add garbage bins to the lot to aid in litter control)
- Replacement of signs
- Maintenance of parking lot striping

- Repair and Replacement of asphalt parking surface
  - Trailhead maintenance
  - Mowing weeds up to the UDOT fence along the N/A line.
- 1.2. If the **CITY** does not maintain the Facility, **UDOT** will notify the **CITY**. If the **CITY** does not perform the work within 30 days, **UDOT** may perform the work and charge the **CITY**.
- 1.3. The **CITY** will retain ownership of the real properties on which the park and ride facility resides. (Reversionary clause language to be added).
- 1.4. As long as the park and ride has a primary use as a park and ride, the City may utilize it for any purpose deemed in the best interest of the City, and has the authority as property owner to grant easements upon the property.
2. Through its South District Engineer, **UDOT** shall notify the **CITY** at least 48 hours in advance of **UDOT** performing any Work on or near **CITY's** facilities.
3. The parties agree that **UDOT's** Design Builder did accomplish the Work covered herein on **CITY's** facilities in accordance with approved plans and specifications to include only changes or additions to the plans and specifications which were approved by the parties hereto, and that the **CITY**, through its inspection of the Work, did notify **UDOT's** South District Engineer with any problems or concerns the **CITY** may have with acceptance of the facilities upon completion of Work. Acceptance of the Work by the **CITY** will be made in writing to **UDOT**.
4. The parties agree that all materials from the **CITY's** existing facilities which are recovered by the Contractor while performing the work covered herein and not reused on the project shall become the property of said highway contractor except as noted otherwise herein.
5. The parties agree that access for future maintenance and servicing of **UDOT** owned, **CITY** maintained property/facilities located on the WDC right-of-way will be by permit issued by **UDOT** to the **CITY**, and that the **CITY** shall obtain said permit and abide by the conditions thereof for policing and other controls in conformance with Utah Admin. Code R-930-7. However, **UDOT** agrees that no permit is needed for the maintenance or modification of landscaping located behind the curb and gutter on the outside of the roadway or of facilities that are located between the lips of curbs on **CITY** streets that are grade-separated from the state highway. **UDOT** also agrees that no permit is needed for the maintenance of any facilities that can be access from outside of WDC right-of-way.
6. The **UDOT** and the **CITY** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
7. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.



8. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
9. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the parties.
10. This Agreement contains the entire agreement between the parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either party or agents for either party that are not contained in this written Agreement shall be binding or valid.
11. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
12. All work of the **CITY** that relates to any agreement with **UDOT** is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The **CITY** shall at all times comply with the Telecommunications Laws. The **CITY** hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the **CITY** and **UDOT**, the **CITY** hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The **CITY** shall also place this certification in all **UDOT** related contracts with subcontractors, consultants, and suppliers for **UDOT's** benefit. If any government entity having jurisdiction determines that the **CITY** or its associates is not in compliance with the Telecommunications Laws, the **CITY** agrees that it shall promptly notify **UDOT** of the same and remedy any deficiency.
13. Each party represents that it has the authority to enter into this Agreement.

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**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers as for the day and year first above written.

**ATTEST:**

**Syracuse City**, a Municipal Corporation of the State of Utah

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

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

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

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

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

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

(IMPRESS SEAL)



Project No. S-R199 (229); DAVIS County  
Project Name: West Davis Highway  
**Syracuse City**  
CID No. 72698    PIN 11268

.....

**RECOMMENDED FOR APPROVAL:**

By: \_\_\_\_\_  
PROJECT MANAGER

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

**APPROVED AS TO FORM:**

The Utah State Attorney General's Office  
has previously approved all paragraphs in  
this Agreement as to form.

**UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
REGION DIRECTOR

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

**UDOT COMPTROLLER'S OFFICE**

By: \_\_\_\_\_  
CONTRACT ADMINISTRATOR

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



# COUNCIL AGENDA

June 24, 2025

## Agenda Item “d.3”

Proposed UDOT Agreement for Maintenance of Trail and Associated Lighting along West Davis Corridor Project.

### ***Background***

This memo summarizes the key elements and division of responsibilities between the Utah Department of Transportation (UDOT) and Syracuse City under Cooperative Agreement No. 3 for the West Davis Corridor (WDC) Project, specifically regarding the trail components.

The vast majority of the trail along the new highway was built to replace the old city-owned Emigration Trail. The reconstruction of the trail was included in the highway project. The extension of the trail on Antelope Drive to 2000 West was constructed at the request of the City.

### ***Summary of UDOT Responsibilities***

#### **1. Trail Construction and Major Infrastructure Maintenance:**

- UDOT has constructed new trail segments and relocated portions of the Emigration Trail within Syracuse, including underpasses (box structures) and a trail along Antelope Drive.
- UDOT will maintain all trail structures that cross over or under WDC (e.g., box structures), *excluding lighting*, which is the City’s responsibility.
- UDOT will maintain all slopes that are integral to the WDC mainline or ramps, and all slopes between the WDC and the trail.

#### **2. Cross Street Access and Maintenance:**

- UDOT will control and maintain access to and from cross streets located within UDOT-owned right-of-way.
- UDOT is responsible for notify the City at least 48 hours in advance of any work affecting City facilities .

#### **3. Permit Access and Legal Coordination:**

- UDOT requires the City to obtain permits for maintenance access within WDC right-of-way, except for:
  - Landscaping behind the curb and gutter on the outside of the roadway.
  - Facilities between curbs on City streets that are grade-separated from WDC.
  - Facilities that can be accessed from outside WDC right-of-way.
- UDOT retains immunity and indemnification clauses as outlined under the Governmental Immunity Act.

### ***Summary of City Responsibilities***

#### **1. Trail and Lighting Maintenance:**

- The City is responsible for maintaining, at its own expense, all trail facilities and lighting constructed as part of the WDC project, within City boundaries.
- This includes snow removal, weed control within four feet of either side of the trail, and general maintenance, excluding slopes integral to the highway and areas within the UDOT fence or supporting WDC ramps.
- The City will also maintain lighting within trail box structures (tunnels) and slopes outside the WDC right-of-way, including those supporting trail parking lots and trail signs.

#### **2. New Trail Connection:**

- The City is allowed to construct a connecting trail from the City's trail network to the sidewalk at 2000 West, located on UDOT property, connecting to the new Syracuse Arts Academy campus and the BMX Park.
- The City will cover all costs associated with construction and maintenance of this connection.

#### **3. Cross Street Responsibilities:**

- The City will control access and maintain cross streets within its own right-of-way, per Utah Administrative Code R918-6.

#### **4. Work Inspection and Acceptance:**

- The City is responsible for inspecting UDOT's work on its facilities and must provide written acceptance after completion.

#### **5. Compliance and Certifications:**

- The City must comply with federal telecommunications regulations (Public Law 115-232, Sec. 889, and 2 CFR § 200.216) and extend such compliance to

contractors and subcontractors in UDOT-related work. This regulation prevents the City or its contractors from using certain cameras and telecommunications facilities that have been deemed as a national security risk, primarily due to being made by certain identified Chinese companies.

***Discussion Item***

1. Review the draft trail maintenance agreement with UDOT, and give direction to the Administration on whether to place it on the July Council meeting for approval.
2. Discuss the options of trail maintenance along Antelope Drive, specifically if the city will require adjacent property owners to keep clean and clear (snow and debris) as per sidewalk regulations, or whether the city will manage it.



Project No. S-R199 (229); DAVIS County  
Project Name: West Davis Highway  
**Syracuse City**  
CID No. 72698 PIN 11268

## **COOPERATIVE AGREEMENT NO. 3**

### **Trail and Lighting**

**THIS COOPERATIVE AGREEMENT** ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **UTAH DEPARTMENT OF TRANSPORTATION ("UDOT")**, an agency of the State of Utah, and **Syracuse City ("CITY")**, a political subdivision of the State of Utah. Each may also be referred to as a party ("Party") and together as parties ("Parties").

#### **RECITALS**

**WHEREAS, UDOT** has prepared plans, specifications, estimates of costs and has constructed that certain section of highway identified as SR-177 West Davis Corridor in Davis COUNTY, Utah, ("WDC"); and

**WHEREAS,** Work shall be defined as: all duties and services to be furnished and provided by Design-Builder as required by the construction contract, including the administrative, design, engineering, quality control, quality assurance, relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation and other efforts necessary or appropriate to achieve construction contract completion except for those efforts which the construction contract documents specify will be performed by the **UDOT** or other persons.

**WHEREAS, UDOT** has included in its construction contract those items of work required to construct, relocate, and adjust **CITY's** facilities in accordance with the provisions of 23 CODE OF FEDERAL REGULATIONS, Part 645, Subpart A, Utility Relocations, Adjustment, and Reimbursement; and

**WHEREAS, UDOT** has constructed, as part of the WDC Project, a trail system ("Trail") that generally runs parallel to WDC; and

**WHEREAS,** the Parties desire to identify the ownership, maintenance, and operations responsibilities of the Trail by this Agreement in accordance with the terms and conditions contained herein, as shown in Exhibit A, which is incorporated by reference; and

**WHEREAS,** to facilitate traffic flow along and to facilitate access to West Davis Corridor from intersections and access points in the **CITY**, the parties shall designate specific access management and corridor preservation elements.

**NOW, THEREFORE,** it is agreed by and between the parties hereto as follows:

#### **AGREEMENT:**

**NOW, THEREFORE,** it is agreed by and between the parties hereto as follows:

## **SPECIAL PROVISIONS**

### **1. WDC TRAIL AND LIGHTING OWNERSHIP AND MAINTENANCE**

- 1.1.** UDOT has relocated portions of the existing Emigration Trail that runs along WDC through the **CITY** from Gentile Street to the south side of 700 South Street, where the Trail connects to the existing Emigration Trail and constructed a new trail along Antelope Road, as shown on Exhibit A, incorporated by reference. UDOT has also relocated a portion of the Emigration Trail, installing it in a box structure under WDC, as shown on Exhibit A. The **CITY** shall maintain in good, usable condition, at no cost to UDOT, all Trail facilities (including their lighting) constructed by the Project, within **CITY** boundaries per Utah Administrative Code R918-6, including snow removal and mowing weeds within four feet of either side of the Trail, excluding areas inside the N/A fence or areas on a slope that supports the highway mainline or ramp.
- 1.2.** UDOT shall maintain all Trail structures crossing over or under WDC, as if they are a state Route crossing over a Local Route, per Utah Administrative Code R918-6-5 and Trail box structures (excluding their lighting). The **CITY** will maintain the lighting for the Trail box structures.
- 1.3.** UDOT will maintain all slopes integral to supporting WDC mainline or the ramps and all slopes between WDC mainline/ramps, and the Trail. The **CITY** will maintain Trail slopes outside WDC Right-of-Way N/A line, slopes supporting the parking lots, Trail signs, and the Trail's pavement section.
- 1.4.** UDOT agrees to allow the **CITY** to construct a Trail on UDOT property connecting the **CITY** trail to the sidewalk at 2000 West. The **CITY** shall be responsible for all costs related to both the construction and maintenance of this trail connection. See sheet WDRD-55 of Exhibit A.

- 2. MAINTENANCE AND ACCESS CONTROL AT CROSS STREETS:** UDOT will control access to and from cross streets within the Right-of-Way owned by UDOT. The **CITY** will control access to and from cross streets within the Right-of-Way owned by the **CITY**, except as otherwise restricted in the deeds. Maintenance of cross streets (including but not limited to streets, pavement, sidewalk, vegetation and weed control, bridges, traffic signals, landscaping, fences, lighting, signs, and snow removal) shall be in accordance with the Utah Administrative Code R918-6.
- 3.** Through its South District Engineer, UDOT shall notify the **CITY** at least 48 hours in advance of UDOT performing any Work on or near **CITY's** facilities.
- 4.** The parties agree that UDOT's Design Builder did accomplish the Work covered herein on **CITY's** facilities in accordance with approved plans and specifications to include only changes or additions to the plans and specifications which were approved by the parties hereto, and that the **CITY**, through its inspection of the Work, did notify UDOT's South District Engineer with any problems or concerns the **CITY** may have with acceptance of the facilities upon completion of Work. Acceptance of the Work by the **CITY** will be made in writing to UDOT.
- 5.** The parties agree that all materials from the **CITY's** existing facilities which are recovered by the Contractor while performing the work covered herein and not reused on the project shall become the property of said highway contractor except as noted otherwise herein.
- 6.** The parties agree that access for future maintenance and servicing of UDOT owned, **CITY** maintained property/facilities located on the WDC right-of-way will be by permit issued by UDOT to the **CITY**, and that the

**CITY** shall obtain said permit and abide by the conditions thereof for policing and other controls in conformance with Utah Admin. Code R-930-7. However, **UDOT** agrees that no permit is needed for the maintenance or modification of landscaping located behind the curb and gutter on the outside of the roadway or of facilities that are located between the lips of curbs on **CITY** streets that are grade-separated from the state highway. **UDOT** also agrees that no permit is needed for the maintenance of any facilities that can be access from outside of WDC right-of-way.

7. The **UDOT** and the **CITY** are both governmental entities subject to the Governmental Immunity Act. Each party agrees to indemnify, defend and save harmless the other from and against all claims, suits and costs, including attorneys' fees for injury or damage of any kind, arising out the negligent acts, errors or omissions of the indemnifying party's officers, agents, contractors or employees in the performance of this Agreement. Nothing in this paragraph is intended to create additional rights to third parties or to waive any provision of the Governmental Immunity Act. The obligation to indemnify is limited to the dollar amounts set forth in the Governmental Immunity Act, provided the Act applies to the action or omission giving rise to the protections in this paragraph. The indemnification in this paragraph shall survive the expiration or termination of this Agreement.
8. This Agreement may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto.
9. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
10. Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.
11. This Agreement contains the entire agreement between the Parties, with respect to the subject matter hereof, and no statements, promises, or inducements made by either Party or agents for either Party that are not contained in this written Agreement shall be binding or valid.
12. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or paragraphs herein contained, shall not affect the remaining portions hereof, or any part thereof.
13. All work of the **CITY** that relates to any agreement with **UDOT** is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The **CITY** shall at all times comply with the Telecommunications Laws. The **CITY** hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the **CITY** and **UDOT**, the **CITY** hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The **CITY** shall also place this certification in all **UDOT** related contracts with subcontractors, consultants, and



Project No. S-R199 (229); DAVIS County  
Project Name: West Davis Highway  
**Syracuse City**  
CID No. 72698    PIN 11268

suppliers for **UDOT's** benefit. If any government entity having jurisdiction determines that the **CITY** or its associates is not in compliance with the Telecommunications Laws, the **CITY** agrees that it shall promptly notify **UDOT** of the same and remedy any deficiency.

14. Each party represents that it has the authority to enter into this Agreement.
-



Project No. S-R199 (229); DAVIS County  
Project Name: West Davis Highway  
**Syracuse City**  
CID No. 72698    PIN 11268

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be executed by their duly authorized officers as for the day and year first above written.

**ATTEST:**

**Syracuse City**, a Municipal Corporation of the State of Utah

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

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

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

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

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

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

(IMPRESS SEAL)

.....  
**RECOMMENDED FOR APPROVAL:**

**UTAH DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
PROJECT MANAGER

By: \_\_\_\_\_  
REGION DIRECTOR

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

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

**APPROVED AS TO FORM:**

**UDOT COMPTROLLER'S OFFICE**

The Utah State Attorney General's Office has previously approved all paragraphs in this Agreement as to form.

By: \_\_\_\_\_  
CONTRACT ADMINISTRATOR

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



# COUNCIL AGENDA

June 17, 2025

## Agenda Item “d.4” Proposed UDOT Agreement for the Master Landscape Maintenance of WDC Project

### ***Background***

This memo summarizes the key elements and division of responsibilities between the Utah Department of Transportation (UDOT) and Syracuse City under Cooperative Agreement No. 3 for the West Davis Corridor (WDC) Project. Specifically, regarding the long-term maintenance responsibilities for landscaping improvements installed within UDOT rights-of-way. This agreement standardizes procedures, ensures public safety, and promotes ongoing coordination between UDOT and the local government.

### ***Summary of UDOT Responsibilities***

#### **1. Retains ownership of all UDOT rights-of-way**

- Provides initial authorization for Landscape Improvements via permit, agreement, or formal approval
- Can remove Landscape Improvements without compensation if needed for transportation purposes
- Reviews MLMA compliance when considering future permit or landscape requests

#### **2. Inspect and enforce compliance but is not obligated to maintain any non-UDOT landscaping**

- May take remedial action at the Local Government's or Improvement Owner's expense if violations are not resolved after notice Utah Code §§ 72-3-109 and 72-7-102, and Section R918-6-4
- May require a performance bond (up to \$10,000) after repeated violations. Bond shall be maintained for a 24-month period minimum

## ***Summary of City Responsibilities***

1. **Accepts responsibility for maintaining Landscape Improvements within its jurisdiction, even if installed by a third party under a city-issued permit.**
  - Coordinating with third parties working in landscape areas
    - Permittees are required to agree to MLMA obligations and allows UDOT to enforce terms directly against them
  - The city is responsible for ensuring all work meets standards outlined in Utah Admin. Code R918-6-4 at its own expense, including (but not limited to):
    - Maintaining irrigation systems
    - Inspecting
    - Removing trash and dead plant materials
    - Replenishing approved installations/ repairing damages
    - Controlling weeds and pests
    - Remediating hazardous conditions
2. **Notifies UDOT of any damage to UDOT property and is responsible for repair or replacement.**
  - Maintenance work shall not damage UDOT's paved surfaces, signs, or other roadway appurtenances
3. **Roadway Access**
  - Any maintenance work requiring traffic control or lane closures will require an encroachment permit from UDOT

## ***Additional Provisions***

1. **Access & Safety:** Maintenance work requiring traffic control must follow UDOT encroachment permit procedures. Safety equipment and age restrictions apply to all personnel and volunteers.
2. **Dispute Resolution:** Requires a cooperative meeting between decision-makers before escalating. Final determinations may be made by UDOT Region Director.
3. **Site Addendums:** Specific Landscape Improvements may require additional, site-specific terms via separate addendums governed by the MLMA

## ***Discussion Item***

Review the draft landscaping agreement with UDOT and give directions to the Administration on whether to place it on the July Council meeting for approval.



## **MASTER LANDSCAPE MAINTENANCE AGREEMENT**

**THIS MASTER LANDSCAPE MAINTENANCE AGREEMENT ("Agreement")** is made and entered to be effective as of \_\_\_\_\_ (the **"Effective Date"**), by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah (**"UDOT"**) and **SYRACUSE CITY**, a Utah municipal corporation (the **"Local Government"**).

### **RECITALS**

- A. When UDOT places landscaping vegetation for its own work, UDOT's baseline involves placing seed with natural, self-sustaining grass and shrub species that do not require any irrigation. UDOT applies this baseline under UDOT manuals and specifications.
- B. Local jurisdictions are responsible for vegetation in the UDOT right-of-way when required by Utah Administrative Code R918-6-4 (**"Section R918-6-4"**) or other applicable law, or when a local jurisdiction has assumed landscape responsibilities under a UDOT contract or permit, or when a local jurisdiction has granted a permission or issued a permit to a third party that allows an installation by the third party (which requires compliance with Utah Code §§ 72-3-109 and 72-7-102), (collectively a **"Landscape Improvement"**). These laws, contracts, and permits may impose requirements for more than just vegetation in the UDOT right-of-way, but for purposes of this Agreement, a Landscape Improvement refers only to areas of vegetation.
- C. UDOT first must authorize the installation of a Landscape Improvement. UDOT does this through a UDOT agreement (such as a Betterment Agreement or Cooperative Agreement), or pursuant to a UDOT permit, or by giving an approval so a local jurisdiction can grant permission to, or issue a permit to, a third party.
- D. When UDOT authorizes the installation of a Landscape Improvement, UDOT also requires a local jurisdiction to enter this Agreement. This is a master agreement that applies to all Landscape Improvement sites that involve vegetation within the local jurisdiction (except as stated herein). The purpose of this Agreement is to implement uniform requirements that: (i) address long-term maintenance responsibilities and requirements for Landscape Improvements that involve vegetation; and (ii) provide for their ongoing care and upkeep.

### **AGREEMENT**

**NOW THEREFORE**, in consideration of the forgoing recitals, which by this reference are incorporated into this Agreement, and the following terms and conditions, the parties agree as follows:

1. **Agreement Applicability**. This Agreement applies to each Landscape Improvement (as defined in Recital B) within the Local Government's jurisdiction once each installation is complete, and it takes priority over any conflicting terms in other agreements or permits, except as follows:

- a. UDOT-Owned Improvements. UDOT-owned landscaping is not subject to this Agreement.
  - b. Conflicting Prior Authorizations. If a Landscape Improvement existed in the Local Government's jurisdiction before the Effective Date of this Agreement, and its long-term care is subject to terms stated in a different UDOT agreement, permit or other authorization, then the different UDOT agreement, permit or other authorization governs that site.
2. Landscape Improvement Requirements. The Local Government shall comply with the following requirements and shall also require the Local Government's permittees to comply with the following requirements. Compliance is a condition of UDOT's consent to a Landscape Improvement.
- a. Effect of Consent. The owner of a Landscape Improvement, which may be either the Local Government or a Local Government permittee (an "**Improvement Owner**"), only owns the Landscape Improvement. UDOT's consent only authorizes the Improvement Owner to make a non-exclusive use of the surface of a UDOT right-of-way in the manner stated in the document that authorized installation for the Landscape Improvement. UDOT's property ownership interests are not affected in any manner by a Landscape Improvement.
  - b. Standard of Care. The Local Government or other Improvement Owner must provide all reasonable and routine care that may be required to maintain the Landscape Improvement, for the duration of its installation, substantially in the condition that UDOT consented to. The reasonable and routine care that is necessary to meet this standard requires complying with all of the requirements stated in Section R918-6-4. That may include, but is not limited to, actions such as the following: maintaining irrigation systems, inspecting, removing trash and dead plant materials, replenishing approved installations, controlling weeds and pests, repairing damage, remedying hazardous conditions, complying with applicable local codes, and other measures.
  - c. Safety. Landscape Improvements must be maintained in a manner that is consistent with the safe and efficient use of the UDOT roadway. Among other things, the Local Government or other Improvement Owner must prevent elements from blocking signs or intruding onto paved surfaces within the UDOT right-of-way. Any intrusions, impairments, or other safety and efficiency concerns must be promptly remedied.
  - d. Protection of UDOT Property. The Local Government or other Improvement Owner shall use reasonable care to protect UDOT's property from damage. Among other things, maintenance work shall not damage UDOT's paved surfaces, signs, or other roadway appurtenances, and no substances that are regulated as hazardous (as such term is defined by applicable law) shall be placed on UDOT's property. The Local Government or other Improvement Owner shall also use reasonable care to protect improvements owned by others that are present at the site of the Landscape Improvement.
  - e. Roadway Access. If any maintenance work requires traffic control or lane closures, that access requires obtaining an encroachment permit from UDOT. All persons who work in a UDOT right-of-way must wear approved DOT Personal Protective Equipment and Safety Clothing (see UDOT Policy 06E-02, or its successor, on UDOT's website). Volunteers working in a UDOT right-of-way must be at least 16 years old, and if they are between the ages of 16 and 18, they must have adult supervision at all times. Contact a UDOT permit official to ensure compliance with safety requirements.

- f. Substantial Changes. UDOT must issue a new, written authorization before a Local Government or other Improvement Owner can make substantial changes to what UDOT approved for a Landscape Improvement. If so authorized, once the changes have been installed, this Agreement continues to apply.
  - g. Responsibility and Enforcement. If the Local Government issues a permit that allows a permittee to install a Landscape Improvement, the Local Government (under Sections 72-3-109, 72-7-102, and R918-6-4) and the permittee (under the permit) are both responsible for that Landscape Improvement under applicable law and this Agreement. If the Local Government makes the permittee primarily responsible for the Landscape Improvement, the Local Government will take reasonable enforcement actions to require Local Government permittees to comply with the requirements of this Agreement. Reasonable actions include, but are not limited to, the following: the Local Government will make the requirements of this Agreement applicable to its permittees (as stated below); and reasonable enforcement actions may include, but are not required to include, taking legal action against a permittee.
- 3. Remedies. If a Landscape Improvement is not maintained as required by Section 2, UDOT and the Local Government shall have remedies as follows:
  - a. UDOT Remedies. UDOT has all remedies available by law, and the following remedies are not exclusive:
    - i. UDOT shall not bear any cost for, or have any obligation to maintain, a Landscape Improvement that the Local Government is responsible for (whether it responsible by law or pursuant to a UDOT agreement, permit or other approval). The parties acknowledge that this Agreement does not change applicable law, which includes, but is not limited to, Utah Code §§ 72-3-109 and 72-7-102, and Section R918-6-4.
    - ii. UDOT is the owner of the right-of-way, and UDOT can enter a Landscape Improvement at any time for any reason.
    - iii. UDOT has the right, but not the obligation, to remedy any violation of this Agreement at the expense of the Local Government or other Improvement Owner after providing reasonable notice to them. If they fail to remedy the violation as provided in the notice, UDOT may, but is not obligated to, take remedial action at the expense of the Local Government and other Improvement Owner. Any action or inaction by UDOT in connection with a Landscape Improvement does not constitute an assumption of any responsibility or liability by UDOT, and it does not constitute a waiver of any requirement of this Agreement.
    - iv. If UDOT has sent two written notices to an Improvement Owner (whether the Improvement Owner is the Local Government or its permittee) concerning a violation of this Agreement, and if thereafter the violation is remedied and UDOT agrees to allow the Landscape Improvement to remain on UDOT property, UDOT also may require the Improvement Owner to file a bond with UDOT in an amount not to exceed \$10,000 to protect UDOT against the cost of future violations. The Improvement Owner shall maintain the bond for a 24-month period at a minimum. If the Improvement Owner is a permittee of the Local Government, UDOT agrees that the Local Government can also take this action in addition to UDOT.

- v. An Improvement Owner may remedy a violation of this Agreement through work provided by a third party, such as a contractor with warranty obligations. But the Local Government and its permittees remain responsible for all costs and obligations that relate to a Landscape Improvement for which they have responsibilities under statutes, regulations, or permits.
  - vi. Landscape uses of UDOT's right-of-way are subordinate to UDOT's transportation purposes. An Improvement Owner places plants and improvements in UDOT's right-of-way at its own risk. If UDOT takes any action in connection with its right-of-way, UDOT may remove a Landscape Improvement without compensating an Improvement Owner. UDOT also may, but is not obligated to, provide replacement landscaping as UDOT may determine.
  - v. UDOT hereby advises the Local Government that UDOT considers compliance with this Agreement and with Section R918-6-4 and other applicable law when determining whether UDOT will consent to the Local Government's Landscape Improvements, or whether UDOT will consent to a Local Government permit pursuant to Utah Code §§ 72-3-109 and 72-7-102.
- b. Cooperation. The Local Government and UDOT agree to the following:
- i. The parties agree to cooperate and work together in good faith.
  - ii. If any object is installed in a UDOT right-of-way without authorization by UDOT or by the Local Government, the object is in UDOT's right-of-way unlawfully. UDOT and the Local Government each may remove such installation under their legal authority. UDOT and the Local Government each may also require the object's owner to obtain proper authorizations for such improvement at such owner's expense.
  - iii. If the parties dispute what constitutes a violation of this Agreement, or whether a specific Landscape Improvement was properly authorized, or whether any maintenance is subject to Section R918-6-4 or other applicable requirements, or other matters, the parties agree to do the following before pursuing any other remedy that they may have:
    - 1. UDOT and the Local Government agree that they will first send a decision maker from each party to a dispute resolution meeting to discuss the disagreement in good faith, present information in support of each party's position, and attempt to reach a resolution.
    - 2. If the dispute resolution meeting does not fully resolve the matter, the Local Government agrees to submit full information concerning its dispute to a UDOT Region Director to obtain a decision by UDOT.
  - iv. For Local Government permits issued after the Effective Date of this Agreement, the Local Government agrees to require its Landscape Improvement permittees to: (1) comply with the terms of, and assume the Local Government's obligations under, this Agreement as if it had been entered between UDOT and the permittee in connection with the permittee's Landscape Improvement; and (2) agree that both UDOT and the Local Government may enforce the terms of this Agreement directly against the permittee. Among other things, UDOT and the Local Government shall each have the right, but not the obligation, to enforce the indemnity and other

- obligations contained in Section 5 of this Agreement directly against a permittee.
- v. If utility owners or others with a right to be present in the UDOT right-of-way pursue work within a Landscape Improvement, the Improvement Owner is solely responsible to coordinate work to address any impacts to the Landscape Improvement.
  - c. Site Addendum. If ongoing maintenance needs for a specific Landscape Improvement site require terms in addition to those contained in this Agreement, the parties may address them in a Site Addendum to this Agreement that is substantially in the form attached at Exhibit A and incorporated herein.
4. Term. This Agreement shall remain in effect while any Landscape Improvement that is subject to this Agreement remains within the Local Government's jurisdiction. From time to time, UDOT may update this Agreement consistent with then-applicable requirements.
5. Indemnity and Insurance. The following shall apply:
- a. Indemnity. The Local Government agrees to indemnify, defend, and save harmless UDOT and its commissioners and employees from and against all losses of every kind (including but not limited to any claims, suits, costs, environmental contamination damages and penalties, and loss from personal injuries and property damage) that arise from or relate to (i) the Local Government's use of UDOT property in connection with this Agreement; or (ii) any wrongful or negligent act or omission of the Local Government or its employees, agents, contractors or consultants in connection with entering or performing this Agreement. The Local Government is a governmental entity subject to the Utah Governmental Immunity Act, and nothing in this paragraph is intended to waive any provision of the Utah Governmental Immunity Act provided said Act applies to the loss in question. This Agreement does not require the Local Government to indemnify UDOT against UDOT's sole negligence.
  - b. Damage to UDOT Property. In addition to the indemnification obligation set forth above, the Local Government, at its cost, shall repair or replace (to UDOT's reasonable satisfaction) any property that belongs to UDOT that is damaged in connection with a Landscape Improvement to the extent that such damage arises from or relates to an act or omission (negligent or otherwise) of the Local Government or its employees, agents, contractors, consultants, or permittees. The Local Government shall promptly notify UDOT of any such damage.
  - c. Notification. The parties agree to promptly notify each other of any potential claims or losses that may affect the other party that relate to a Landscape Improvement.
  - d. Insurance. Each party agrees to require its contractors and consultants working in connection with this Agreement to maintain insurance in amounts reasonably sufficient to pay for loss arising from the contractor's or consultant's acts or omissions (negligent or otherwise). In addition, the Local Government hereby represents that it is a member of the Utah Local Governments Trust or is adequately self-insured, and it agrees that it will remain so for as long as it has any Landscape Improvements located on UDOT's property.
6. Miscellaneous. The following terms apply to this Agreement:

- a. Any party may give a written notice under this Agreement by delivering it to the following physical address (an email may be used in addition as a courtesy), and notice is effective upon delivery when delivered by hand or by overnight delivery service with confirmation of delivery (or, if placed in the U.S. mail, notice is effective three days after such notice receives a postmark):

|                                                                                                                                                                                                                                                                                  |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <p>To UDOT:</p> <p>UDOT<br/>4501 South 2700 West<br/>Box 143600<br/>Salt Lake City, UT 84114<br/>Attention: Director of Preconstruction</p> <p>With a copy to:</p> <p>Assistant Attorney General (UDOT)<br/>4501 South 2700 West<br/>Box 143600<br/>Salt Lake City, UT 84114</p> | <p>To Syracuse City:</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|

- b. The parties agree to undertake and perform all further acts that are reasonably necessary (except when expressly prohibited by law) to carry out the intent and purpose of the Agreement and to assist UDOT with maintaining compliance with the legal requirements applicable to UDOT after receiving a written notice that explains the need for such action.
- c. UDOT's action or inaction when providing a consent, review, acceptance, or approval or when taking other action hereunder, for any conditions, inspections, plans, specifications, or work, is for purposes of administering this Agreement only, and it does not constitute an assumption by UDOT of any responsibility or liability for the same.
- d. No part of this Agreement may be waived, whether by a party's failure to insist on strict performance of this Agreement or otherwise, except in a writing signed by an authorized representative of the party waiving. No party may assign this Agreement without the other parties' prior written authorization, and any purported assignment to the contrary is void. This Agreement does not create any agency, joint venture, partnership, or other relationship among the parties, and it is intended only for the parties hereto and does not create any third-party beneficiaries. This Agreement is governed by Utah law without reference to choice or conflict of law provisions. Jurisdiction for any judicial action brought in connection with this Agreement shall be brought in a court in Salt Lake County, Utah, and ALL PARTIES KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO A JURY TRIAL. Time is of the essence. This Agreement (or, if any part hereof is invalidated by law, this Agreement's remaining provisions) shall be construed to enforce its terms to the fullest extent allowed under applicable law to give effect to the intent of the parties. This Agreement will not be construed to have a drafter or be construed against a drafter. This Agreement's headings are for convenience only and do not alter the meaning of its text.

All rights and remedies in this Agreement are cumulative and nonexclusive and do not limit any other rights and remedies of the parties. The indemnity provision, remedies, and other terms that by their nature are intended to survive a termination of this Agreement shall survive a termination. Nothing in this Agreement shall be construed to limit UDOT's governmental powers and authority. This Agreement may only be amended in a written document that is signed by an authorized representative of each party. This is the entire agreement of the parties with respect to the subject matter hereof and it shall supersede all prior negotiations, understandings, and agreements with respect to such subject matter. Each party warrants that all of its representatives who are necessary to make this Agreement fully binding against the party (and its successors and assigns, if any) have signed below with the party's authorization, and that this Agreement's terms do not violate other contracts and commitments of the party. This Agreement may be signed in counterparts and signed electronically.

**IN WITNESS WHEREOF**, the parties hereto have each caused an authorized representative to execute this Agreement as of the Effective Date first written above.

|                                                                                                         |                                                           |
|---------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|
| <b>Utah Department of Transportation, an agency of the State of Utah</b><br><br>By: _____<br>Its: _____ | UDOT Comptroller's Office:<br><br>By: _____<br>Its: _____ |
| Approval/Recommended By:<br><br>By: _____<br>Its: _____                                                 | Approval/Recommended By:<br><br>By: _____<br>Its: _____   |
| <b>Syracuse City</b><br><br>By: _____<br>Its: _____                                                     | By: _____<br>Its: _____<br><br>"SEAL"                     |

## **EXHIBIT A**

### **MLMA SITE ADDENDUM FORM**

**An MLMA Site Addendum is used when it is necessary to state terms in addition to those in the MLMA to address the ongoing maintenance and care needs of a particular Landscape Improvement Site.**

**(See next page)**



**State of Utah**  
**Department of Transportation**

|                                                                                                                      |                                                                                                                                                              |                  |
|----------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>MLMA Site Addendum to Current Master Landscape Maintenance Agreement</b><br>Addendum to UDOT Finance Number xxxxx | Project Name:                                                                                                                                                | Finance Number:  |
|                                                                                                                      | Local Government Agency:                                                                                                                                     | Tracking Number: |
| Project #:<br>PIN:<br>Or Permit #:                                                                                   | Site of the Landscape Improvement that requires additional ongoing maintenance terms: <i>(Enter Route, Street Name, Name of City, Name of County, Utah):</i> | Date Executed:   |

**THIS MLMA SITE ADDENDUM ("Addendum")** is made and entered to be effective as of the "Date Executed" which is stated above, by and between the **UTAH DEPARTMENT OF TRANSPORTATION**, an agency of the State of Utah ("**UDOT**"), and **TOWN/CITY**, a Utah municipal corporation (the "**Local Government**").

**RECITALS**

**WHEREAS**, the Parties hereto entered into a Master Landscape Maintenance Agreement, which may have been amended or restated from time to time (the "**Agreement**"), and the current Agreement's finance number is \_\_\_\_\_ with an Effective Date of \_\_\_\_\_, as shown in Exhibit "A" attached hereto for reference; and

**WHEREAS**, this Addendum is a part of and is governed by the Agreement (including, but not limited to, the Agreement's defined terms); and

**WHEREAS**, the Parties are entering this Addendum to address ongoing maintenance and care needs at the site which is stated above (the "**Site**") in addition to the terms stated in the Agreement.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the forgoing recitals, which by this reference are incorporated into this Supplemental Agreement, and the following terms and conditions, it is agreed by and between the parties as follows:

1. Nature of Addendum. This Addendum is a part of and is governed by the Agreement, and all of the Agreement's terms and conditions (including, but not limited to, definitions for capitalized terms) fully apply to this Addendum, except to the extent that paragraph 4 of this Addendum expressly modifies the Agreement for this Site only.

2. Landscape Improvement Site Conditions. [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, DESCRIBE SPECIFIC SITE CONDITIONS THAT NEED ADDITIONAL TERMS TO ADDRESS ONGOING MAINTENANCE AND CARE RESPONSIBILITIES, AND STATE THE NEEDED TERMS. FOR EXAMPLE, IF UDOT HAS AGREED TO ALLOW DRAINAGE FROM THE SITE TO ENTER UDOT'S STORM DRAIN SYSTEM (WHICH NORMALLY IS NOT THE CASE), EXPLAIN THAT CONDITION HERE AND STATE THE TERMS FOR ALLOWING THE DRAINAGE. DO NOT ALTER THE MASTER AGREEMENT IN THIS SECTION. IF THIS SECTION IS NOT APPLICABLE, WRITE "N/A" AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH A MAP EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: The Landscape Improvement for this Site is shown in Exhibit \_\_\_ to this Addendum, which is attached hereto and made a part hereof.]
  
3. Access. [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, IF NEEDED, INCLUDE ANY ADDITIONAL TERMS ABOUT ACCESS. FOR EXAMPLE, NORMALLY UDOT REQUIRES AN ENCROACHMENT PERMIT TO OBTAIN ACCESS, BUT IN UNUSUAL CIRCUMSTANCES, A LICENSE MIGHT BE APPROPRIATE. THAT WOULD BE INCLUDED HERE. DO NOT ALTER THE MASTER AGREEMENT IN THIS SECTION. IF THIS SECTION IS NOT APPLICABLE, WRITE "N/A" AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH AN EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: Access for the Landscape Improvement for this Site is shown in Exhibit \_\_\_ to this Addendum, which is attached hereto and made a part hereof.]
  
4. Changes to Agreement for This Site Only. The Agreement is hereby modified as follows for this Site only: [INSTRUCTIONS (DELETE THESE INSTRUCTIONS WHEN FINALIZING): IN THIS SECTION, IF NEEDED, STATE IN DETAIL ANY MODIFICATIONS TO THE MASTER AGREEMENT THAT WILL APPLY TO THIS SITE ONLY. IDENTIFY THE AGREEMENT PARAGRAPH THAT IS BEING MODIFIED, AND THEN STATE THE MODIFICATION. AN ADDENDUM CAN ONLY BE USED TO MAKE A SITE-SPECIFIC CHANGE TO THE MASTER AGREEMENT, NOT A GENERAL AMENDMENT TO THE MASTER AGREEMENT. ALSO, AN ADDENDUM CAN ONLY CHANGE ONGOING MAINTENANCE AND CARE RESPONSIBILITIES. IF THE LOCAL GOVERNMENT IS PROPOSING A NEW INSTALLATION OR A MAJOR CHANGE TO AN EXISTING INSTALLATION, THAT MUST BE AUTHORIZED THROUGH AN AGREEMENT, SUCH AS A BETTERMENT AGREEMENT OR A COOPERATIVE AGREEMENT, OR A PERMIT, OR A LOCAL PERMIT APPROVAL PURSUANT TO UTAH CODE § 72-3-109. SEEK LEGAL ASSISTANCE WHEN NEEDED. IF THIS SECTION IS NOT APPLICABLE, WRITE "N/A" AFTER THE TITLE OF THIS PARAGRAPH. IF YOU NEED TO ATTACH AN EXHIBIT FOR THIS PARAGRAPH, INCLUDE THIS LANGUAGE HERE: Changes for the Landscape Improvement for this Site are shown in Exhibit \_\_\_ to this Addendum, which is attached hereto and made a part hereof.]

**IN WITNESS WHEREOF**, the parties hereto have each caused an authorized representative to execute this Addendum to be a part of the Agreement, effective as of the date executed that is first stated above.

| Add - Local Government Name |  |      |  | Utah Department of Transportation |  |      |  |
|-----------------------------|--|------|--|-----------------------------------|--|------|--|
| By                          |  | Date |  | By                                |  | Date |  |

|                                                           |  |      |  |                      |  |      |  |
|-----------------------------------------------------------|--|------|--|----------------------|--|------|--|
| <i>Title/Signature of Official</i>                        |  |      |  | Landscape Architect  |  |      |  |
| By                                                        |  | Date |  | By                   |  | Date |  |
| <i>Title/Signature of additional official if required</i> |  |      |  | Region Director      |  |      |  |
| By                                                        |  | Date |  | By                   |  | Date |  |
| <i>Title/Signature of additional official if required</i> |  |      |  | Comptroller's Office |  |      |  |

**EXHIBIT A TO MLMA SITE ADDENDUM**

**CURRENT MASTER LANDSCAPE MAINTENANCE AGREEMENT**

[ATTACH A COPY OF THE CURRENT MASTER AGREEMENT HERE AND DELETE THIS SENTENCE]

**EXHIBIT \_\_\_\_ TO MLMA SITE ADDENDUM**

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[THIS IS A COVER SHEET IF YOU NEED TO INCLUDE ADDITIONAL EXHIBITS. FILL OUT THE EXHIBIT LETTER AND GIVE IT A NAME FOR EACH EXHIBIT. DELETE THIS PAGE IF THERE ARE NO OTHER EXHIBITS AFTER EXHIBIT A. REMOVE THE TEXT IN THESE BRACKETS BEFORE FINALIZING THE DOCUMENT.]



# COUNCIL AGENDA

June 24, 2025

Submitted by Colin Winchester

## **Agenda Item “e.1”      RES 25-XX – SWAT – Interlocal Cooperation Agreement**

### ***Factual Summation***

- The Davis County Sheriff and the Police Chiefs of Clearfield, Clinton, Layton, North Salt Lake, Sunset and Syracuse propose to create and operate a multi-jurisdictional SWAT Team to deal with incidents that exceed the capabilities of the individual entities’ law enforcement patrols (such as hostage rescue, barricaded subject operations, and high-risk warrant services).
- The SWAT Team will be comprised of certified law enforcement officers from the participating entities and operated through manpower and funds contributed by the participating entities.
- The SWAT Team will be governed by an Executive Board consisting of the Davis County Sheriff and the Chiefs of Police of the participating entities, or their designees.
- Syracuse will not presently contribute manpower, but rather an annual financial contribution based on population (initially approximately \$9,200 per year).

### ***Discussion Goals***

Discuss and determine whether to move the proposed Resolution forward for consideration at the next available business meeting.

**RESOLUTION 25-XX**  
**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED**  
**INTERLOCAL COOPERATION AGREEMENT FOR THE NORTH DAVIS METRO SWAT TEAM**

**WHEREAS**, the Davis County Sheriff and the Police Chiefs of Clearfield, Clinton, Layton, North Salt Lake, Sunset and Syracuse propose to jointly create and operate a multi-jurisdictional SWAT Team to deal with incidents that exceed the capabilities of the individual entities' law enforcement patrols, including but not limited to, hostage rescue, barricaded subject operations, high-risk warrant services, and other incidents deemed appropriate by the SWAT Team Commander or designee; and

**WHEREAS**, the proposed SWAT Team will be comprised of certified law enforcement officers from the participating entities; and

**WHEREAS**, the proposed SWAT Team will be operated through manpower and funds contributed by the participating entities; and

**WHEREAS**, the proposed SWAT Team will be governed by an Executive Board consisting of the Davis County Sheriff and the Chiefs of Police of the participating entities, or their designees; and

**WHEREAS**, the Syracuse City Council finds that participation in the proposed SWAT Team will allow Syracuse City to make the most efficient use of its powers by enabling it to cooperate with neighboring local governments on a basis of mutual advantage and thereby provide specialized law enforcement services required by its geographic, economic, and population needs; and

**WHEREAS**, the Syracuse City Council desires to participate in the proposed SWAT Team; and

**WHEREAS**, the Syracuse City Council desires to authorize the Mayor to execute the attached Interlocal Cooperation Agreement for the North Davis Metro SWAT Team;

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

Section 1. The Mayor is authorized to execute the attached North Davis Metro SWAT Team Interlocal Cooperation Agreement.

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

Section 3: This Resolution shall become effective upon passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8TH DAY OF JULY, 2025.**

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CASSIE Z. BROWN  
City Recorder

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DAVE MAUGHAN  
Mayor

Voting by the Council:

AYE

NAY

Councilmember Carver

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Councilmember Cragun

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Councilmember Robertson

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Councilmember Savage

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Councilmember Watson

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## **INTERLOCAL COOPERATION AGREEMENT FOR THE NORTH DAVIS METRO SWAT TEAM**

This Interlocal Cooperation Agreement for the North Davis Metro SWAT Team (“Agreement”) is made and entered into effective July 1, 2025, by and between Layton City, a municipal corporation of the State of Utah, Clearfield City, a municipal corporation of the State of Utah, Clinton City, a municipal corporation of the State of Utah, North Salt Lake City, a municipal corporation of the State of Utah, Sunset City, a municipal corporation of the State of Utah, Syracuse City, a municipal corporation of the State of Utah, and Davis County, a body politic and corporate and legal subdivision of the State of Utah, through the Davis County Sheriff’s Office. Layton City, Clearfield City, Clinton City, North Salt Lake City, Sunset City, Syracuse City, and Davis County may be collectively referred to as the “Parties” herein or may be solely referred to as a “Party” herein.

1. Purpose. The purpose of this Agreement is to:
  - a. Formalize the relationship of the entities within Davis County participating in the North Davis Metro SWAT Team (the “SWAT Team”);
  - b. Clarify the obligations of each participating party to this Agreement; and
  - c. Make available to each participating agency the resources of the SWAT Team in accordance with established protocols.
2. Management and Control of the SWAT Team.
  - a. Executive Board. The SWAT Team shall be governed by an Executive Board, which shall consist of the following members: The Chief of Police, Sheriff, or designee, of each Party’s law enforcement department. Executive Board participation is contingent upon participation through assessment fees and personnel.
    - i. Chairperson. A Chairperson shall preside over the Executive Board as appointed by the Executive Board. The Chairperson shall have the power to call meetings as necessary, administer the Executive Board's routine affairs, and enter into contracts as needed upon the Board's approved resolution.
    - ii. Duties of Executive Board. The duties of the Executive Board shall be to review the activities of the SWAT Team; select a SWAT Team Commander; conduct program evaluations; conduct training as appropriate; seek federal and state grant money as may be available; provide staff appointments as needed.
    - iii. Adoption of Bylaws. The Executive Board shall adopt Bylaws and operating policies as needed. Bylaws shall be adopted, amended, or repealed by a two-thirds vote of the Executive Board members present at a meeting. Operating policy shall be acted upon as provided by the Bylaws.
    - iv. SWAT Team Commander. The Executive Board shall select a SWAT Team Commander (“Commander”). The Commander shall be a Lieutenant rank or higher. The Commander shall be in charge of directing SWAT Team activities subject to the approval of the Chairperson and the Executive Board. The Commander shall be responsible for the SWAT Team’s administrative activities,

including maintaining financial records and reporting as required by the Executive Board. The Commander shall perform other duties as required by the Executive Board.

- b. Designation of Lead Agency. The Executive Board shall select a Lead Agency from one of the agencies providing personnel to the SWAT Team. The Lead Agency shall manage the SWAT Team's finances according to the parent jurisdiction's policies and procedures. The Lead Agency shall remain in place for a term determined by the Executive Board or as long as the parent jurisdiction permits this duty.
  - c. The Mission. The SWAT Team provides a specialized response force capable of dealing with incidents that exceed the capabilities of law enforcement patrol. These missions include but are not limited to, hostage rescue, barricaded subject operations, high-risk warrant services, and any other assignments as deemed appropriate by the Commander or designee. These services will be provided to all Parties and may be provided to other requesting agencies upon approval by the Commander or designee. All requests for the SWAT Team's services shall be directed to and reviewed by the Commander or designees.
  - d. Employees Assigned to SWAT Team. All employees assigned to the SWAT Team, except as the Executive Board may otherwise allow, shall be certified Law Enforcement Officers (LEOs).
  - e. Requesting Use of SWAT Team. All participants may request the use of the SWAT Team within their jurisdiction. The SWAT Team Commander may decline any operation for cause.
3. Manpower Participants and Non-Manpower Participants. Parties shall consist of two categories: Manpower Participants and Non-Manpower Participants. Manpower participants are those Parties that supply personnel to the SWAT Team. Non-Manpower participants are those Parties that do not supply personnel but contribute funds for the operation of the SWAT Team.
4. Voting. Parties shall have voting status through their representative on the Executive Board. Each representative shall have one vote. Any reference in this Agreement to an action by vote or any action under Bylaw requiring a vote shall be done by members of the Executive Board.
5. Costs, Damages, Compensation or Otherwise Relating to the SWAT Team.
- a. Costs, Salaries, Benefits, Vehicles. Each Manpower Participant shall absorb all costs associated with its participation. The contributing jurisdiction shall pay all salaries, including benefits and other obligations of its officers and staff assigned to the SWAT Team. Manpower Participants shall provide vehicles for the SWAT Team assigned personnel, including the cost associated with the vehicle, including but not limited to, gas, vehicle maintenance, and insurance.
  - b. Operating Fund. The Executive Board may establish an operating fund, to be managed by the Lead Agency, for general costs not directly attributable to any Party. Any purchase

that exceeds \$7,500 and has not been previously budgeted for requires approval by the Executive Board. This requirement does not apply to grant funding, which is governed by grant rules and regulations.

- c. Fee Structure. The Bylaws shall articulate a fee structure, which is subject to change upon approval by the Executive Board.
  - d. Assessment Fees and Mid-Year Additions. The Parties agree that any Non-Manpower Participant who provides manpower during a given fiscal year shall remain responsible for all assessment fees applicable to that fiscal year. A Party's mid-year addition of a new officer shall not alter or reduce the assessment fees owed by the original Parties for that fiscal year. Each party remains obligated to fulfill its financial commitments as outlined in this Agreement regardless of changes in membership.
  - e. Additional Officers. If a Party assigns additional officers to the SWAT Team, that Party shall be responsible for providing the necessary funds to the SWAT Team to equip the additional officers. This includes, but is not limited to the following: weapons, protective gear, uniforms, training, and any other required equipment. These costs shall be in addition to the Party's regular annual assessment fees and must be provided as soon as reasonably possible to ensure operational readiness and uniformity across the SWAT Team.
  - f. Office and Storage Space. Executive Board members shall make available office and storage space for the SWAT Team as needed to accommodate meeting locations and storage of equipment.
  - g. Compensation to SWAT Team for Parties. If any Party to this Agreement requests the services of the SWAT Team and the SWAT Team is activated, the requesting Party shall not be obligated to compensate the SWAT Team or any Party for services rendered by the SWAT Team, injuries or death to any member of the SWAT Team, or for the use of or damage to SWAT Team equipment.
  - h. Compensation to SWAT Team for Non-Parties. Nothing in this Agreement prohibits the SWAT Team from charging an entity or agency, which is not one of the Parties to this Agreement but which requests the services of the SWAT Team for services provided by the SWAT Team to the requesting entity or agency.
  - i. Waiver of Claims. The Parties each expressly waive any and all claims of whatever type or nature against the other Parties and their officers, employees, and agents, which may arise from, be in connection with, or relate in any way to the performance of this Agreement.
6. Placement and Removal of Personnel. Each Party shall inform its officers through policy, procedure, practice, or written notification that being a SWAT Team member is an assignment within the officer's current employment. As such, SWAT Team members shall not have any additional rights, including but not limited to, property rights beyond which each employee may have with or through the officer's underlying employment with a Party. Placement on and

removal from the SWAT Team is at the discretion of the employing Party or the Commander. The Commander shall retain the right to remove any officer from the SWAT Team with or without cause and in consultation with the Executive Board. Any disciplinary action recommended by the Commander regarding a SWAT Team officer shall be forwarded to the employing Party's Chief of Police, Sheriff, or designee.

7. Policies. All Parties and members of the SWAT Team shall follow SWAT Team policies and procedures in the event of a conflict with their own department's policies and procedures. If no SWAT Team policy or procedure applies, each officer shall be bound by his/her own department's policies and procedures while acting for the SWAT Team.
8. Personnel and Resource Contribution. The SWAT Team Commander shall select personnel for the SWAT Team from representatives of the Parties through an objective testing process outlined in the SWAT Team Standard Operating Procedures manual designed to assist in choosing the most qualified person for each position. Each party's respective Police Chief, Sheriff, or designee shall control the specific number of personnel allowed.
9. Insurance: Each agency shall maintain insurance as required by law. Each agency shall insure its officers.
10. Activation of the SWAT Team. The SWAT Team Commander or designee shall activate the SWAT Team by notifying the Parties and SWAT Team members of an incident requiring its services. Due to such incidents' ordinarily exigent and specialized nature, the Parties agree to release SWAT Team members from their regular duties to respond to a specific incident as promptly as possible. Upon activation of the SWAT Team, SWAT Team members become subordinate to the SWAT Team Commander or designee's authority until they are released by the SWAT Team Commander or designee or the incident requiring the services of the SWAT Team has concluded.
11. Term of Agreement. This Agreement shall be in effect for an indefinite period not to exceed fifty years. Any period of time stated in this Agreement shall be computed from July 1, 2025.
12. Withdrawal of a Party. Any Party may withdraw from this Agreement for any reason, effective the last day of the fiscal calendar year, upon thirty days written notice to the Executive Board. Upon withdrawal from this Agreement, the withdrawing Party shall retain the property provided by the Party for use by the SWAT Team.
13. Termination of Agreement. The Executive Board may recommend terminating this Agreement upon a two-thirds vote. Termination shall be effective following a recommendation by the Executive Board and the passage of a resolution authorizing termination by a majority of the governing bodies. Upon termination of this Agreement, all available program funds, excluding grant funds, shall be distributed among the current Parties in proportion to their most recent annual contribution. The manpower cost of the SWAT Team may also affect the distribution of program funds.
14. Privileges and Immunities. The Parties acknowledge, understand, and agree that all applicable privileges and immunities, in law, equity, or otherwise, that arise from, in connection with, or

relate in any way to the acts or omissions of the SWAT Team and/or its members, shall apply to the SWAT Team, its members, and the Parties, including, but not limited to, each of the Parties' officers, officials, employees, agents, representatives, contractors, insurers, and volunteers.

15. Indemnification and Hold Harmless. The Parties each agree to indemnify any and hold harmless all other Parties for any decision regarding membership of the SWAT Team. The Parties each further agree to indemnify their own employee(s) who participate on the SWAT Team against claims arising out of, in connection, or relating in any way to actions, conduct, or otherwise performed by such an employee within the course and scope of his/her duties as a SWAT Team member.
16. Administration. This Agreement creates no separate legal entity. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the majority vote of the Executive Board.
17. Review by Legal Counsel. Each of the Parties hereby certifies that, pursuant to the requirements of Section 11-13-202.5, Utah Code (1953 as amended), it has submitted this agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.
18. Filing of Interlocal Agreement. Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of each of the Parties within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.
19. Compliance with Laws. The Parties each agree that they will comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Parties and their employees in connection with the performance of this Agreement.
20. Survival after Termination. Termination of this Agreement shall not extinguish or prejudice the Parties' rights to enforce this Agreement, or any term, provision, or promise under this Agreement, regarding insurance, indemnification, defense, save or hold harmless, or damages, concerning any uncured breach or default of or under this Agreement.
21. Waivers or Modification. No waiver or failure to enforce one or more provisions of this Agreement shall be construed as a continuing waiver. A waiver or modification of any provision of this Agreement or any breach thereof shall not constitute a waiver or modification of any other provision or breach. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally. They may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.
22. Entire Agreement. This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives, and all persons or entities claiming by, through, or under them. This Agreement, including all attachments, if any, constitutes the entire agreement and understanding between the Parties concerning the subject matter herein. Unless otherwise set forth herein, this Agreement supersedes all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral. This Agreement

may only be supplemented, amended, modified, changed, discharged, or terminated by an instrument in writing, signed by the Parties.

23. Force Majeure. If any of the Parties shall be delayed or hindered in or prevented from the performance of any act required under this Agreement because of acts of God, acts of the United States Government, acts of the State of Utah, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, pandemics, or other reasons of similar nature not the fault of the Party delayed, then the performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.
24. Assignment Restricted. The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of the Parties.
25. Choice of Law, Jurisdiction, Venue. This Agreement and all matters, disputes, and/or claims arising out of, in connection with, or relating to this Agreement or its subject matter, formation, or validity (including non-contractual matters, disputes, and/or claims) shall be governed by, construed, and interpreted by the laws of the State of Utah, without reference to conflict of law principals. The Parties irrevocably agree that the courts located in Davis County, State of Utah (or Salt Lake City, State of Utah, for claims subject to federal court jurisdiction) shall have exclusive jurisdiction and be the exclusive venue concerning any suit, action, proceeding, matter, dispute, and/or claim arising out of, in connection with, or relating to this Agreement.
26. Severability. If any provision of this Agreement is found to be invalid, prohibited, or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction only, be inoperative, null, and void to the extent of such invalidity, prohibition, or unenforceability without invalidating the remaining provisions hereof, and any such invalidity, prohibition, or unenforceability in any jurisdiction shall not invalidate or render inoperative, null or void such provision in any other jurisdiction.
27. Remedies. In the event of a dispute or disagreement regarding any provision of this Agreement, the parties reserve the right to pursue any and all remedies available under law or equity, including but not limited to, litigation, injunctive relief, specific performance, or other equitable relief. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If any party to this Agreement brings legal action to enforce or interpret any provision contained herein, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees incurred in such action.
28. No Third-Party Beneficiaries. The Parties enter into this Agreement for the exclusive benefit of the Parties and their respective successors, assigns, and affiliated persons referred to herein. Except and only to the extent provided by applicable statute, no creditor or other third party shall have any rights or interests or receive any benefits under this Agreement.

29. Authorization. The persons executing this Agreement on behalf of a Party hereby represent and warrant that they are duly authorized and empowered to perform the same, that they have carefully read this Agreement, and that this Agreement represents a binding and enforceable obligation of such Party.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute the same Agreement.

31. Approved by Resolution. Each individual signing this Agreement on behalf of a Party hereby represents and warrants, through his or her signature, that the execution of this Agreement has been approved by a resolution duly adopted by the governing authority of such Party, and that a signed copy of this Agreement will be filed with the keeper of public records of such Party of each Party pursuant to Section 11-13-209 of the Interlocal Cooperation Act.

IN WITNESS WHEREOF, the parties have executed multiple copies or counterparts of this Agreement, each of which will be deemed an original.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

CITY OF CLEARFIELD, UTAH

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

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

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

ATTEST:

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

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

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

CITY OF CLINTON, UTAH

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

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

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

ATTEST:

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

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

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

CITY OF LAYTON, UTAH

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

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

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

ATTEST:

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

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

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

CITY OF NORTH SALT LAKE, UTAH

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

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

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

ATTEST:

\_\_\_\_\_  
North Salt Lake City Recorder

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

\_\_\_\_\_  
North Salt Lake City Attorney

CITY OF SUNSET, UTAH

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

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

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

ATTEST:

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

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

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

SYRACUSE CITY, UTAH

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

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

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

ATTEST:

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

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

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

DAVIS COUNTY SHERIFF'S OFFICE, UTAH

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

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

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

ATTEST:

\_\_\_\_\_  
Davis County Clerk/Auditor

APPROVED AS TO PROPER FORM AND  
COMPLIANCE WITH APPLICABLE LAW:

\_\_\_\_\_  
Davis County Attorney's Office

## NORTH DAVIS METRO SWAT TEAM EXECUTIVE BOARD BY-LAWS

Pursuant to the Interlocal Cooperation Agreement for the North Davis Metro SWAT Team effective July 1, 2025 (the "Agreement"), to provide a specialized response force capable of dealing with incidents that exceed the capabilities of law enforcement patrol, and having determined a need for an Executive Board to direct such effort, the following Bylaws are hereby adopted.

1. Purpose of Executive Board. This body shall be known as the North Davis Metro SWAT Team ("SWAT Team") Executive Board. The purpose of the Executive Board is to:
  - a. Direct and coordinate the activities of the SWAT Team.
  - b. Approve standard operating procedures for the SWAT Team.
  - c. Approve the selection of the SWAT Team Commander.
  - d. Evaluate the performance of the SWAT Team operations.
  - e. Approve an annual report on the activities and accomplishments of the SWAT Team.
  - f. Request audits of SWAT Team funds, property, and training records.
  - g. Establish and periodically review assessment fees and the predetermined cost per officer.
2. Membership. The Executive Board shall consist of the Chief of Police, Sheriff, or designee of each law enforcement agency that is a Party to the Agreement. Each agency represented on the Executive Board shall have one vote.
3. Officers. The Chairperson shall be nominated and elected by a majority vote of the Executive Board. The Chairperson's term shall be four years. Nominations shall be made, and elections shall occur at the Executive Board's regular August meeting. The duties of the Chairperson are as follows:
  - a. Recruit and encourage law enforcement agencies to participate in the SWAT Team and honor existing commitments.
  - b. Act as the public spokesperson for the Executive Board.
  - c. Call meetings, establish meeting agendas, call meetings to order, preside at meetings, announce business to the Executive Board, call for motions and votes, keep or designate someone to keep meeting notes, and decide all questions of order.
  - d. Write and review policy, make final decisions, assist with personnel issues, and approve purchases.
  - e. The Executive Board shall select the lead agency from one of the Manpower Participants. The Lead Agency shall remain in place for a term determined by the Executive Board or remain in place as long as the parent jurisdiction permits this duty.
4. Committees. The Executive Board shall create such committees as deemed necessary by the Executive Board. Upon creation of a committee, the Chairperson shall appoint a Committee Chairperson. Such Committee Chairperson shall then serve at the direction of the Executive Board Chairperson. The Committee Chairperson shall recommend committee members and staff resources for the committee, subject to the approval of the Executive Board.
5. Meetings. The Executive Board shall meet at least quarterly at times and places designated by the Chairperson. Three members of the Executive Board may also call a meeting of the Executive Board. All meetings will be conducted in accordance with Roberts Rules of Order, Newly Revised.

6. Quorum. The presence of a majority of Executive Board members at any meeting will constitute a quorum. Except as otherwise specifically provided in these rules, a majority vote of a quorum shall be required and shall be sufficient to transact any business before the Executive Board.
7. Assessment Fees. Each Party shall be assessed an annual fee based on a per-resident cost within that Party's jurisdiction taken from the US Census data in December of the upcoming fiscal year. The per-resident rate shall initially be assessed at 0.25 cents per resident as described on "Exhibit 1" attached hereto and incorporated by this reference.

Manpower Participants shall be exempt from the per-resident fee. Instead, Manpower Participants shall be responsible for a cost based on a predetermined rate per officer assigned to the SWAT Team. This cost shall cover training, equipment, and other operational expenses necessary to maintain SWAT Team readiness.

The current predetermined rate per officer per year is \$3,354.79. Parties agree to a 30-day net payment of the assessment fees and/or cost per officer following the third quarterly board meeting.

If a Party increases its personnel and assigns additional officers to the SWAT Team, that agency shall be responsible for providing the necessary funds to the SWAT Team to equip the additional officer(s) correctly. This includes, but is not limited to, weapons, protective gear, uniforms, training, and any other required equipment. These costs shall be in addition to the Party's regular annual assessment fees and must be provided promptly to ensure operational readiness and uniformity across the SWAT Team.

The current rate for adding an officer to the SWAT Team is \$10,043.92 per officer.

8. Adoption and Amendment. These Bylaws are adopted effective July 1, 2025. These Bylaws may be amended by a two-thirds vote of the Executive Board present, except that no vote may be taken in the same meeting in which such Bylaw amendment is initially proposed.

EXHIBIT 1  
Assessment Fee Breakdown

FY 2025 – 2026 Requested Budget - \$100,644

Assessment fees are determined by 0.25 cents per resident for Non-Manpower Participants and \$3,354.79 per officer rate for Manpower Participants. Assessment fee revenue over \$100,644 is redistributed back to Manpower Participants (manpower adjustment = Gross total – Net Total x manning percentage) as a reduction in their net total assessment fee. The funding model outlined ensures an equitable distribution of financial responsibility among participating agencies while maintaining the necessary resources for the SWAT Team’s operational effectiveness.

| CITY         | NET TOTAL<br>(Assessment Fee) | POPULATION | PER RESIDENT<br>FEE | PERSONNEL | GROSS TOTAL  | MANNING<br>PERCENTAGE | MANPOWER<br>ADJUSTMENT |
|--------------|-------------------------------|------------|---------------------|-----------|--------------|-----------------------|------------------------|
| Clearfield   | \$9,004.87                    | 34,470     |                     | 3         | \$10,064.38  | 10.00%                | \$1,059.51             |
| Clinton      | \$3,354.79                    | 23,588     |                     | 1         | \$3,354.79   | 3.33%                 | \$0.00                 |
| Davis County | \$15,008.12                   |            |                     | 5         | \$16,773.96  | 16.67%                | \$1,765.84             |
| Layton       | \$60,032.47                   | 88106      |                     | 20        | \$67,095.83  | 66.67%                | \$7,063.37             |
| N. Salt Lake | \$3,001.62                    | 24424      |                     | 1         | \$3,354.79   | 3.33%                 | \$353.17               |
| Sunset       | \$1,339.50                    | 5358       | 0.25                |           | \$1,339.50   | 0.00%                 | \$0.00                 |
| Syracuse     | \$9,255.50                    | 37,022     | 0.25                |           | \$9,255.50   | 0.00%                 | \$0.00                 |
| Total        | \$100,996.87                  | 212968     |                     | 30        | \$111,238.75 |                       | \$10,241.88            |



# COUNCIL AGENDA

## June 24, 2025

### Agenda Item “e.2”      Municipal Electrical Work

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

- Any question regarding this agenda item may be directed to Robert Whiteley
- Our 2020 contract for street light installer expires July 16, 2025. This will begin a new two-year contract with renewals up to a ten-year maximum.
- A Request for Proposal was advertised on 5/28/2025 and due on 6/16/2025.
- Low bidder is VK Electric Inc.

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

Determine whether to award the contract to VK Electric Inc. on the next business meeting.

**AGREEMENT BETWEEN SYRACUSE CITY AND V.K. ELECTRIC, INC.  
FOR THE INSTALLATION, REPAIR AND REPLACEMENT OF STREETLIGHTS  
AND THE PROVISION OF OTHER ELECTRICAL SERVICES**

AGREEMENT dated this 8th day of July, 2025, by and between SYRACUSE CITY, a political subdivision of the State of Utah ("City") and V.K. ELECTRIC, INC., a Utah domestic business corporation ("Contractor").

**RECITALS**

**WHEREAS**, City requires electrical contractor services to install, repair and replace streetlights and to perform other electrical services on an as-needed basis; and

**WHEREAS**, Contractor is duly licensed to and desires to provide City with required streetlight installation, repair and replacement services at rates set forth in Contractor's bid; and

**WHEREAS**, Contractor is duly licensed to and desires to provide City with other electrical services as requested by City at rates set forth in Contractor's bid; and

**WHEREAS**, streetlight installations will include new installations of streetlights for subdivision developments and City-determined deficient areas; and

**WHEREAS**, streetlight repairs will include repairs of then existing streetlights and related components as necessary; and

**WHEREAS**, streetlight replacements will include replacements of streetlights and related components for which maintenance or repair is impracticable;

**NOW, THEREFORE**, the parties mutually agree as follows:

**SECTION 1: SCOPE OF WORK.** Contractor shall perform streetlight installations of new Contractor provided streetlights for all subdivision developments and deficient areas identified by City. Contractor shall install streetlights and shall repair or replace all damaged streetlights and related components with Contractor provided materials. Contractor shall perform maintenance of streetlights on an as-needed or as-requested basis. Contractor shall perform other electrical work as requested by City, including electrical work for camera surveillance, HVAC systems, parking lot lighting, illuminated bollards, reservoir pump stations, breaker panels, generators, and installing wiring and data cable. Contractor shall coordinate with City staff, other contractors, and power companies as needed to complete projects efficiently and safely.

## **SECTION 2: INITIAL TERM AND EXTENSIONS.**

1. The initial term of this Agreement shall commence on July 8, 2025, and end on July 1, 2027.
2. The parties may extend the term of this Agreement up to four times, each extension for an additional 24-month period, and each extension subject to such provisions as the parties may agree upon in writing.

## **SECTION 3: COST OF SERVICE.**

1. All costs shall be as indicated in the Proposal Price Form attached hereto as Exhibit "A." Any items or services not included in the Proposal Price Form must be pre-approved in writing prior to purchase or installation.
2. Break-away kits are required on all City owned lights along state roads and must be included in the cost.
3. In situations that may require a "make safe" condition after a vehicular accident, costs will be included as labor and equipment rates in the Proposal Price Form, under the subsection entitled "Maintenance."
4. Contractor may request in writing a modification of payment rates for materials if there has been a noticeable increase in the industry market for such materials and sufficient documentation is presented by Contractor to substantiate the need for the increase.

## **SECTION 4: COMPLIANCE WITH SAFETY AND STANDARDS.**

1. Contractor shall comply with all applicable local, state, and/or federal rules, regulations, codes, ordinances, and/or laws including, but not limited to: Rocky Mountain Power, National Electric Safety Code standards, Point of Disconnect requirements, UDOT traffic control and permitting (City will acquire needed permits), MUTCD, and any applicable environmental, OSHA and ANSI standards. All work performed must comply with then current local, state, and/or federal standards.
2. Contractor is solely responsible to safely secure work sites at all times.
3. Contractor shall provide adequate equipment and materials for its employees to safely and efficiently complete each project.
4. Contractor shall comply with all applicable security, safety, health, and environmental requirements. Overhead workers must be qualified to work within proximity to high voltage lines.

## **SECTION 5: PERFORMANCE AND RESPONSE.**

1. Work locations will vary throughout the City.
2. Contractor must respond and mobilize to work sites in accordance with response times specified by Contractor. In emergency situations, City will specify the necessary response times.
3. Contractor shall be responsible for any damage associated with electrical repairs or installations.
4. All projects shall be covered by a minimum one-year labor warranty.
5. Contractor shall be responsible for contacting Blue Stakes, coordinating with utility companies as necessary, and any damage to other facilities.

## **SECTION 6: INDEMNITY AND INSURANCE.**

1. Contractor shall indemnify and hold harmless City, its officers, employees and agents from any and all liability, damages, claims, expenses and/or costs, including attorneys' fees, which may arise out of work performed by or materials supplied by Contractor.
2. Contractor shall maintain automobile insurance coverage in the amount of \$1,000,000 and general liability insurance in the amount of \$1,000,000 with general aggregate in the amount of \$2,000,000. Contractor shall obtain and maintain worker compensation insurance as required by state law. These coverages shall be maintained at all times during the term of this Agreement.

## **SECTION 7: RISK OF LOSS.**

Losses incurred pursuant to this Agreement are to be born solely by Contractor, except losses caused by willful neglect or deliberate act of City or its officers, employees or agents.

## **SECTION 8: EARLY TERMINATION.**

This Agreement may be terminated by either party without penalty at any time upon 90 days written notice to the other party. Such notice shall not release either party from the full and faithful performance of its obligations under this Agreement through the date of termination.

#### **SECTION 9: REMEDIES ON BREACH.**

This Agreement is subject to Contractor's performance of the covenants and conditions set forth in this Agreement. If Contractor defaults in the performance of any covenant or condition, and if the breach continues for more than ten days after City has provided written notice of breach to Contractor, City may: (1) pursue any legal remedy to recover for the breach; (2) continue the Agreement in force; (3) declare the Agreement immediately terminated; or (4) pursue any combination of the foregoing.

#### **SECTION 10: EFFECT OF AGREEMENT ON SUBSEQUENT PARTIES.**

This Agreement may not be assigned by either party without the prior written consent of the other party. The provisions of this Agreement are binding on the parties' heirs, executors, administrators and assigns.

#### **SECTION 11: GOVERNING LAW.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah.

#### **SECTION 12: ATTORNEYS' FEES.**

If either party files a legal action against the other, the prevailing party shall be entitled to attorneys' fees and costs of court.

#### **SECTION 13: ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement between the parties and any prior or simultaneous understanding or representation of any kind shall not be binding upon either party.

#### **SECTION 14: MODIFICATION.**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if reduced to writing and signed by each party.

#### **SECTION 15: PARAGRAPH/SECTION HEADINGS.**

The titles to the sections of this Agreement are solely for convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

**SECTION 16: NOTICES.**

Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when hand-delivered or sent by certified or registered mail to the then current address of the party to whom notice is given.

**SECTION 17: COUNTERPARTS.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

**SECTION 18: NO SEPARATE ENTITY CREATED.**

No separate legal entity, partnership or joint venture is created by this Agreement.

**IN WITNESS WHEREOF** each party to this Agreement has caused it to be executed the day and year first above indicated.

**V.K. ELECTRIC, INC.**

**SYRACUSE CITY CORPORATION**

---

Spencer Shane King

---

Brody Bovero  
City Manager

ATTEST:

---

Cassie Z. Brown  
City Recorder



# COUNCIL AGENDA

June 24, 2025

## Agenda Item “e.3” Discussion on 3000 West roundabout design RFP

### ***Factual Summation***

- Any question regarding this agenda item may be directed at Mayor Maughan or Assistant City Manager, Stephen Marshall or City Manager Brody Bovero.
- The 3000 West roundabout design RFP is a design for the new roundabout that will be constructed on 3000 West and approximately 1900 South by Costco, fire station 31, and Fremont Park.
- The Syracuse West Davis Corridor Gateway CRA budget included \$500,000 for the design and construction of the center art piece in the new roundabout.
- The city put out a competitive RFP for the design and installation of the roundabout, which closed on Friday June 20<sup>th</sup> at 11:00 am.
- We had 3 submitted bids packets which are included with this factual summation or separately in the June 24<sup>th</sup> city council folder for your review. These bidders were:
  - Bluline Designs / Demiurge
  - Sean Orlando
  - Sijia Chen Studio
- Based on the criteria stated in the RFP, we recommend the bid from Blu Line and Demiurge LLC. They were the only team with a local connection. They were the only team that the city has any experience with having worked with Blu Line before. They represent a strong history of similar projects in scale and actual fabrication with Demiurge having built similar original artwork before. They represented the most complete proposal.
- Schedule: The project will begin this summer and is planned on being completed by November 2025.

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

Determine which design RFP submission is best and make a recommendation for approval of the contract on the July 8<sup>th</sup> business meeting.



## SYRACUSE CITY GATEWAY ROUNDABOUT ARTWORK

ATTN: Steve Marshall City Administration

*Syracuse City Hall  
1979 West 1900 South  
Syracuse, UT 84075*



blū line designs



**FORT UNION STREETSCAPE & VISIONING**  
Cottonwood Heights, UT

## TABLE OF CONTENTS

|                                      |    |
|--------------------------------------|----|
| Introductory Letter                  | 3  |
| Project Team                         | 4  |
| Team Experience & Project References | 8  |
| Project Approach & Schedule          | 16 |
| Appendices                           | 20 |
| Addenda                              | 24 |





**MARKET STREET & RIVERSIDE DRIVE**  
Saratoga Springs, UT

Dear Steve,

blū line designs (blū) is pleased to team with a premier public art fabricator - **demiurge**. Together as landscape architects and public art fabricators, we are excited to submit our qualifications for the design of the Syracuse City Gateway Roundabout. Our teams are very familiar with this site and the development happening around it. This will undoubtedly be one of the most recognizable areas in Syracuse City. We commend the city on its forethought and dedication to using this roundabout area as an iconic place that will be talked about for generations to come. We believe our experience in creative community monumentation and public park design coupled with our depth of transportation related design along the I-15 corridor resulted in a very successful project.

#### **Why choose team blū?**

**EXPERIENCE |** blū has worked on numerous community monumentation design and projects along the I-15 corridor from full landscape design/renovation to projects focusing on aesthetic improvements. We understand the sometimes harsh environments that roadway beautification reside in and the sensitivity and conscientiousness required for successful design. Within this proposal we include a summary and list of some of the transportation and community monumentation related projects we have worked on and have highlighted specific ones that we think are most relevant.

**CLIENT SERVICE & RELATIONSHIPS |** In addition to our experience, we believe we differentiate ourselves by the value and emphasis we place on creating and maintaining strong relationships through our client service. As a witness to our level of service, most of the projects referred to above are for repeat clients. With every decision we make, we will truly have the City's best interest in mind.

**COLLABORATIVE APPROACH |** blū takes a customized approach to every project we work on. Our approach includes three steps: We Listen, We Collaborate, and then We Create. We commit to working closely with City staff and the public to create designs that are unique, creative, and consider the desires of all those involved.

**PLACE MAKING |** Just as we believe in taking a customized approach to every project, we also believe that our designs should be unique, different, and inviting to it's users. When people visit our designs, we want people to, whether consciously or unconsciously, recognize that the space is special. Whether that is through topography, materials, custom features, or spacial organization, we will work hand in hand with you and your budget to explore each of these opportunities.

blū commits all our efforts to ensure that schedule and budget requirements are met, that you are provided with personal, client-oriented service, and that your quality expectations are exceeded. We look forward to the opportunity to collaborate with your team and bring our design expertise to this exciting project.

Sincerely,

**CORY SHUPE** | President

P | 801-913-7994

E | [cory@blulinedesigns.com](mailto:cory@blulinedesigns.com)

#### **BLŪ LINE DESIGNS**

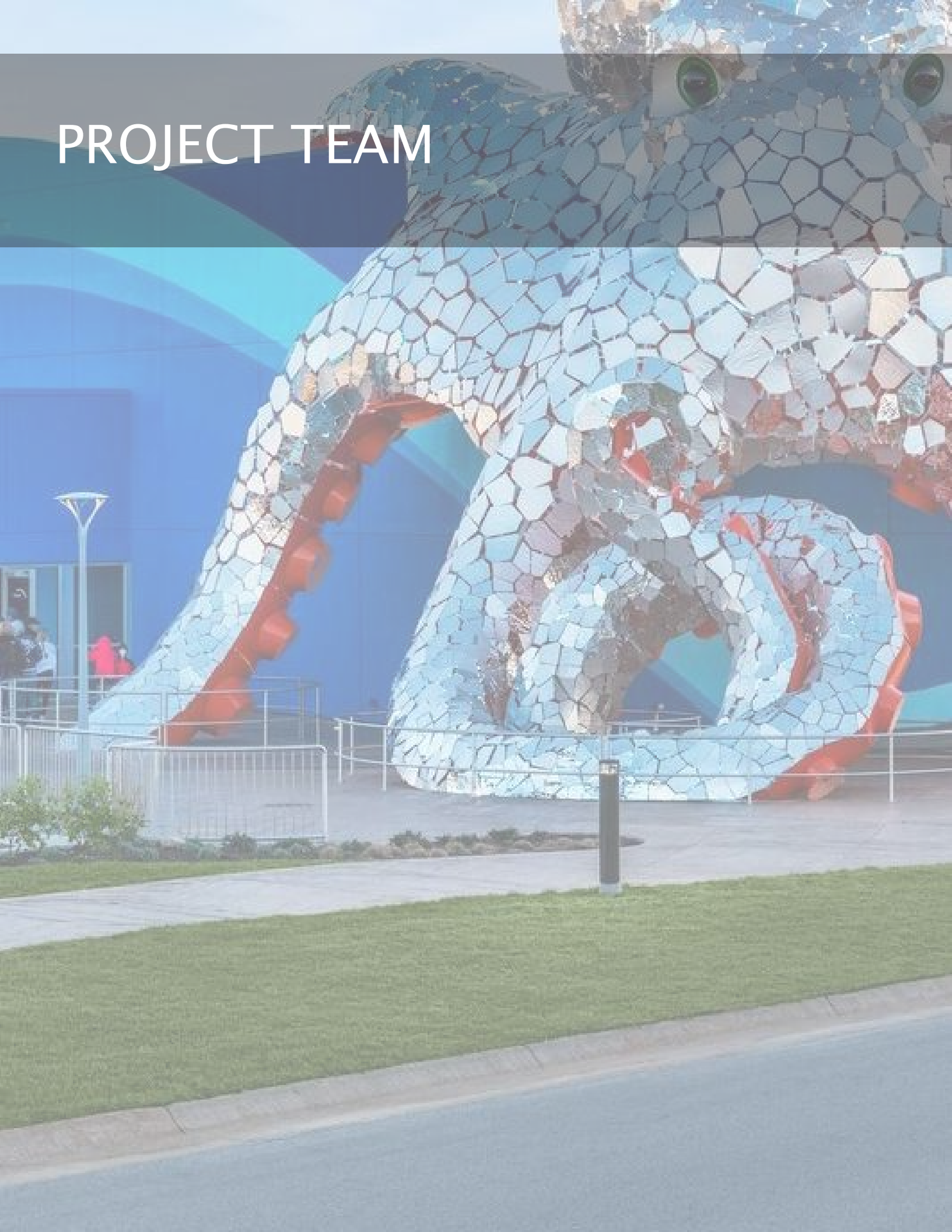
8719 South Sandy Parkway

Sandy · Utah · 84070

[blulinedesigns.com](http://blulinedesigns.com)

801-679-3157

# PROJECT TEAM





ROCKY MOUNTAIN POWER CORRIDOR PARK  
Spanish Fork, UT

## TEAMING WITH BLU

SYRACUSE CITY



blū line designs



**CORY SHUPE**  
President  
Landscape Architect  
PLA, ASLA

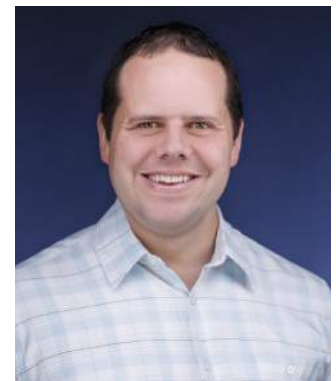


**ROB DONIGAN**  
Associate  
Landscape Architect  
Project Manager  
PLA, ASLA

*Rob will be the Project  
Manager responsible  
for this project.*



**BRENT POTTER**  
Landscape Architect  
PLA, ASLA



**ERIC SABIN**  
Landscape Architect  
PLA, ASLA



**TIM HENDERSON**  
Landscape Designer



**SAM ADAMSON**  
Landscape Designer



**NATALIE NILSON**  
Office Manager



**ASHLEIGH HATCH**  
Accounting



## CAIRNS DISTRICT GATEWAYS Sandy, UT



**CORY SHUPE**  
*President  
Landscape Architect  
PLA, ASLA  
5410044-5301  
BLA, Utah State  
University, 1998*

## CORY

has worked for both public and private entities over the past 30 years. His experience working with these entities afford him the ability to understand the needs and desires of different clients. He excels at understanding the vision of his clients. His passion is designing. This includes projects that are as large as thousands of acres and as small as less than an acre. Designing places that are enjoyable for every person and in every season is the most satisfying. Leading a design firm and sharing his passion for every design is a dream come true for Cory. Cory will project firm investment, high level design, and QA/QC on the project.

### SELECT RELEVANT EXPERIENCE

- West Davis Highway Interchange Aesthetic Improvements | Syracuse, UT
- Cedar City Main Street Re-design | Cedar City, UT
- WBWCD Demonstration Garden | Layton, UT
- BYU Campus Drive - Phases 1-3 | Provo, UT
- Wasatch Boulevard Visioning & Streetscape | Cottonwood Heights, UT
- Union Park Avenue Medians & Gateway | Cottonwood Heights, UT
- 3300 South & I-15 Landscape Enhancements | South Salt Lake, UT
- Sandy Civic Center Landscape Design | Sandy, UT
- South Jordan Parkway Greenway | South Jordan, UT
- Monroe Street Gateways | Sandy, UT



**ROB DONIGAN**  
*Associate Landscape  
Architect  
Project Manager  
PLA, ASLA  
6826288-5301  
BLA, Utah State  
University, 1998*

## ROB

has over 26 years of professional design experience with an emphasis on streetscape and transportation related design from conceptual design and master planning to construction documents and construction observation. He has worked for Departments of Transportation and municipalities across the western United States beautifying numerous roadways and interchanges. In addition to aesthetics, he is supremely aware of the importance of the maintainability and sustainability of his designs. Rob will be the PM and primary contact with the City.

### SELECT RELEVANT EXPERIENCE

- West Davis Highway Interchange Aesthetic Improvements | Syracuse, UT
- West Davis Highway Landscape Projects | Layton, UT
- Lehi Tech Corridor | Lehi, UT
- Davis Conference Center Xeriscape | Layton, UT
- Cedar City Main Street Re-design | Cedar City, UT
- LDS Meetinghouses Waterwise Renovations | UT & WY
- Midvale City Hall & Streetscape | Midvale, UT
- Wasatch Boulevard Medians | Sandy, UT
- Zoo South Streetscape | American Fork, UT
- State Street Median | South Salt Lake City, UT
- Market Street & Riverside Drive | Saratoga Springs, UT
- 3300 South & I-15 Landscape Enhancements | South Salt Lake, UT
- I-15 at MP8 Interchange Landscape Enhancements | St. George, UT



# CENTENNIAL PLAZA

2600 West 5400 South

**CENTENNIAL PLAZA**  
Taylorsville, UT



**BRENT POTTER**  
*Landscape Architect*  
PLA, ASLA  
11107537-5301  
BLA, Penn State  
University, 2010



**ERIC SABIN**  
*Landscape Architect*  
PLA, ASLA  
13595921-5301  
MLA, University of  
Oklahoma, 2018  
BS, Horticulture,  
Colorado State, 2014

## BRENT

has over 14 years of experience working on a wide variety of project types. Brent grew up along the shores of Lake Erie in rural Pennsylvania, giving him a deep appreciation for nature. Since moving to Utah in 2018, he has dedicated himself to learning the native flora in the region and incorporating them into his wide-ranging plant palette. Brent has experience with residential design and construction management, urban design and large scale planning projects. Brent currently works as a project manager for an array of projects at **blū**. His responsibilities include, but are not limited to site planning, landscape design, and construction management services. Brent will provide landscape design and drafting support.

### SELECT RELEVANT EXPERIENCE

- Hillcrest Park | Orem, UT
- Ivy Acres Park | Farmington, UT
- Spring Creek Park | Provo, UT
- Heritage Park Interactive Water Feature | South Jordan, UT
- Sandy Canal Trail | Sandy, UT
- Ferguson Canyon Trailhead | Cottonwood Heights, UT
- Bell Canyon Preservation Trailhead | Sandy, UT
- Summit County Fairgrounds | Coalville, UT
- Beacon Hill Sports Complex | Coalville, UT
- Fitts Park Expansion | South Salt Lake, UT\*
- Promise Park | South Salt Lake, UT\*

\* Projects performed while at previous employment.

## ERIC

brings a rich background to our design team, with undergraduate studies in Environmental Horticulture (specializing in Landscape Design and Contracting) and a master's in landscape architecture. He has valuable experience in residential design, construction, and irrigation installation and maintenance. Eric is committed to water conservation through effective irrigation techniques and landscape water preservation. His academic work focused primarily on low-impact development and green infrastructure's role in reducing storm water runoff, and explored how these interventions enhance landscapes. Eric will lead the irrigation design for the project.

### SELECT RELEVANT EXPERIENCE

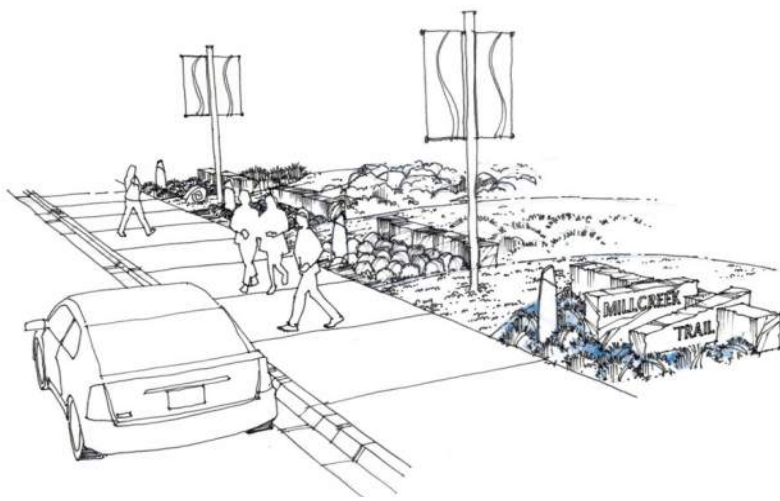
- Bastian Agricultural Center | Utah State University
- Adventure Heights All Abilities Park | Spanish Fork, UT\*
- Electric Park | Spanish Fork, UT\*
- Draper Elementary School | Canyons School District\*
- University of Utah Annex Parking Lot | Salt Lake City, UT\*
- Wasatch Medical Building | Heber, UT\*
- Viewpoint Middle School | Alpine School District\*
- Shoreline Middle School | Provo School District\*
- Wavetronix Corporate Campus | Springville, UT\*
- Brigham Young Memorial Cemetery | Salt Lake City, UT\*

\* Projects performed while at previous employment.

# TEAM EXPERIENCE & PROJECT REFERENCES

SYRACUSE





**3300 S & I-15 LANDSCAPE & TRAIL ENHANCEMENTS**  
South Salt Lake City, UT

## blū line designs

**blū**, is an award winning urban design, planning, and landscape architecture firm located in Sandy, UT. **demiurge** as is a public art fabrication company located in Colorado and is the creator of award winning public art. Together our teams have a rich history of working on urban streetscapes, community monumentation, and transportation corridor projects. We understand the importance of providing beautiful, contextual, iconic art, and landscaping that is cost effective, maintainable and sustainable.

Our team consist of talented licensed landscape architects, artists, fabricators and designers that are known for their creativity and attention to detail. We are also on the forefront of technology in the industry utilizing advanced techniques in 3D modeling to visually communicate with our clients. We specialize in bridging the gap between iconic sustainable design, feasibility, and the desires of both clients and user groups. Our client relationship is our first priority, and we believe that open communication leads to successful projects.

As a team, placemaking is one of our core strengths, especially in streetscape and gateway design. We focus on details such as materials, textures, colors, and height to provide structure and emphasis that is complementary to the functionality of the space and contextual to the environment in which it resides.

**blū**'s innovative, collaborative, and client-focused approach make us an ideal partner for the city on this project. We also offer comprehensive technical services including project management, construction documentation, landscape and irrigation design, theming, wayfinding, and construction administration.





- 1 ARCHITECTURAL WALL
- 2 MONUMENTAL GATEWAY
- 3 BISON STATUES
- 4 ROCK MULCH
- 5 MEADOW GRASS
- 6 NATIVE SEED



## SYRACUSE

Noah Steele  
Community & Economic Development  
Director  
801-614-9672

**Completed:** ongoing  
**Contract:**

\$67,700 (Design)

**Services Provided:**

- Aesthetics
- Landscaping
- Irrigation

## WEST DAVIS CORRIDOR AESTHETIC TREATMENTS

**blū** was asked by Syracuse City to design gateways, including monumentation and landscaping, at two new interchanges along the West Davis Corridor at Antelope Drive and 2000 West. Multiple concepts and options were explored to provide the biggest bang for the buck while being water-wise and sustainable. The gateways include primary and secondary monumentation features along with grazing bison elements along the hillsides hearkening to the nearby live bison on Antelope Island. These features will be further enhanced by understated lighting reducing the impact to the night sky.



## LEHI

Wilson & Company  
Michael King  
Senior Vice President  
801-307-2843

**Completed:** 2020

**Contract:**

\$48,560 (Design)

**Services Provided:**

- Aesthetics
- Landscaping
- Irrigation

## LEHI TECH CORRIDOR

**blū** was a member of a design-build team led by Wilson & Company and Ames-Wadsworth for this critical and expansive traffic improvement project spanning multiple interchanges at the north end of Utah County. In addition to new landscaping improvements at the SR-92 interchange and restorative landscaping elsewhere, **blū** was involved in leading the aesthetic design and treatments on the bridges, and underpasses, including grade separated trail connections that avoided interchange traffic altogether.



## **SOUTH SALT LAKE**

Sharen Hauri

Director of

Neighborhoods

801-464-6771

shauri@sslc.gov

**Completed:** 2017

**Contract:**

\$39,000 (Design)

**Services Provided:**

- Prime
- Master Planning
- Construction Docs
- Construction Admin

## **3300 S & I-15 LANDSCAPE & TRAIL ENHANCEMENTS**

Specifically selected by UDOT and South Salt Lake City for this project, **blū** developed conceptual drawings and construction documents for landscaping enhancements at this important gateway to the City. In addition to being the gateway to the City, the project also runs along the Millcreek Trail corridor providing a critical connection to the Jordan River Parkway Trail system. **blū** enhanced this interchange through a combination of bollard lighting, banner poles, City entry signage, trail signage, sustainable landscaping, and a series of proposed natural art pieces. **blū** was a strong advocate for the City's vision and desires while closely working with UDOT to ensure that all standards and safety guidelines were met.



## **BYU**

Nathan Diehl

Physical Facilities

801-422-5504

nathan.diehl@byu.edu

**Completed:** 2017

**Contract:**

\$211,983 (Design)

**Services Provided:**

- Prime
- Master Planning
- Construction Docs
- Construction Admin

## **CAMPUS DRIVE PHASES I, II, III**

As a follow-up to work done in the 2011 master plan, **blū** created landscape construction drawings for three phases of Campus Drive improvements focused on developing a more pedestrian friendly campus. As a gateway to the campus, the landscape component of the project has been critical in setting the tone for the rest of campus and welcoming visitors. **blū** worked hard to integrate the renovations with existing trails, paths, buildings, plazas and water features. Additionally, **blū** has provided graphic support throughout the project creating various renderings and animations for presentation before campus planning.



## COTTONWOOD HEIGHTS

Michael Johnson  
Community  
Development Director  
801-944-7060  
MJohnson@chutah.  
gov

**Completed:** 2015

**Contract:**

\$19,400 (Design)

**Services Provided:**

- Visioning
- Theming
- Design

## FORT UNION BOULEVARD VISIONING & STREETScape

Uniquely situated between Big and Little Cottonwood Canyons, the City of Cottonwood Heights is within a short distance of four world class ski resorts. **blū** was contracted by Cottonwood Heights to develop a vision and schematic design for Fort Union Boulevard corridor which incorporated various transit options. **blū** developed theming and schematic designs for three different districts within this corridor that draw upon the unique character of the area.

In a prior study, **blū** also worked with the City to develop a gateway design along Union Park Avenue. This included ornamental lighting and landscape medians. **blū** produced construction documents for this gateway.



## ST. GEORGE

Wilson & Company  
Michael King  
Senior Vice President  
801-307-2843

**Completed:** 2015

**Contract:**

\$28,352 (Design)

**Services Provided:**

- Landscape Design
- Irrigation Design

## ST. GEORGE BOULEVARD (MP8) & I-15 INTERCHANGE

**blū** was part of a design-build team led by Wilson & Company and Wadsworth Brothers Construction to renovate and enhance this critical interchange that accesses St. George Boulevard. Preserving and integrating with existing mature plant material was key to the success of the project. This included preserving existing inert ground cover material, stockpiling it, and re-placing it to be able to seamlessly tie the old with the new. In addition, due to the new traffic patterns created by the construction, new "pork chop" islands were created. These were planted with flowing swaths of locally available and drought tolerant plant material providing massing, texture color, and interest.















## WEST VALLEY CITY

*Peter Tang*  
Program Traffic Engineer  
801-887-3459  
ptang@utah.gov

## 3500 SOUTH & I-215 INTERCHANGE

While at Logan Simpson Design, Rob Donigan, worked closely with UDOT Region 2 and West Valley City on the landscape design for this interchange on I-215 near the Valley Fair Mall. As a gateway to West Valley's City Center, this entry including massing of structured landscaping highlighted by variation in ground surface treatment and vertical kinetic art sculptures. The mixture of various colors, textures, and heights make this a striking entry to the City's core.

**Completed:** 2012  
**Contract:** \$  
**Services Provided:**  
- Landscape Design  
- Irrigation Design



# SYRACUSE CITY GATEWAY ROUNDABOUT | CONCEPT

"Bison at the Jetty" will be a sculptural landmark that blends Syracuses iconic natural and cultural symbolism into a visually striking, internally illuminated artwork. This 14-foot-tall sculpture of a bison stands elevated on a landform shaped in the spiraling form of the renowned Spiral Jetty—a celebrated earthwork by Robert Smithson located on the north shore of the Great Salt Lake. The spiral base will be formed from natural stone quarried from Antelope Island, reinforcing a sense of regional authenticity and place-based design.

## Form & Structure:

The bison figure, fabricated from layered metal panels, will feature intentionally spaced gaps between each piece. These allow for internal lighting to spill through in a soft, radiant glow—echoing the reflective, segmented lighting technique seen in Demiurge's well-known octopus installation. By day, the sculpture presents as a monolithic and powerful symbol of the American West; by night, it transforms into a glowing beacon, its light casting rippling patterns into the surrounding meadow.

## Symbolism & Site Integration:

- **The Bison** represents strength, endurance, and the natural heritage of the American West. Its presence honors the wild bison herds of Antelope Island and their lasting impact on Utah's ecological and cultural identity.
- **The Spiral Jetty** base offers a grounding, poetic connection to land art history and the cyclical patterns of nature. Its raised spiral form elevates the bison both physically and symbolically, making the sculpture visible from a distance while inviting close-up exploration.
- **Native meadow grasses** surrounding the sculpture provide a soft, living texture that blurs the line between art and landscape, echoing the undisturbed prairies where bison once roamed.





#### PROJECT INFORMATION

MESH SQFT:  
BREP SQFT: 499  
CRV LEN (FT):  
Total SQFT Value: 499

#### PROJECT DATA

MESH IMPACT:  
BREP IMPACT: 1  
CRV IMPACT:  
BREP OVERRIDE: True

#### PROJECT NOTES

#### 1 REF IMAGE NTS



Anthracite Silver Metallic  
Color: Classic Collection and Brand  
Identity Collection  
Paint Type: PVDF/FEVE  
Finish: Metallic  
Gloss: 70 - 80  
SRI Value: 5  
LRV: 14  
Directional: Yes

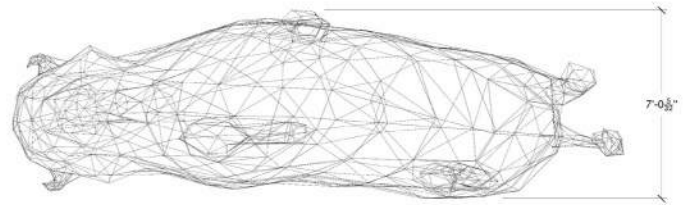
SAMPLE ONLY  
OTHER COLOR OPTIONS AVAILABLE



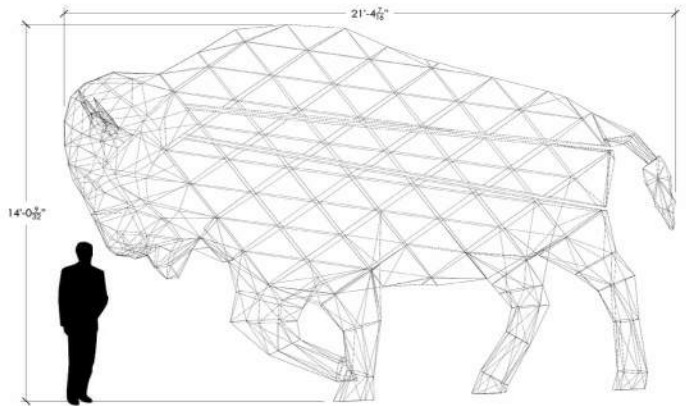
Champagne Metallic  
Color: Classic Collection and  
Brand Identity Collection  
Paint Type: PVDF-2  
Finish: Metallic  
Gloss: 20-30  
SRI Value: 57  
LRV: 49  
Directional: Yes  
Standard warranty available

SAMPLE ONLY  
OTHER COLOR OPTIONS AVAILABLE

#### 4 ACM OPTIONS (SAMPLES) NTS

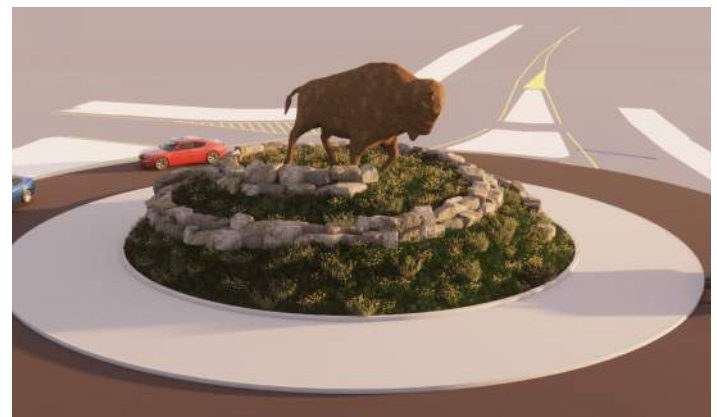


#### 2 TOP 1:40



#### 3 FRONT 1:40

demiurge



*West Davis Highway Landscape Projects | Layton, UT | ongoing*

*American Fork 200 South | American Fork, UT | ongoing*

*Cedar City Main Street Redesign | Cedar City, UT | 2025*

*Midvale Plaza & Streetscape | Midvale, UT | 2024*

*Davis Conference Center Landscape Conversion | Layton, UT | 2023*

*300 S University Plaza | Provo, UT | 2022*

*800 North Park Strip | Orem, UT | 2022*

*Wasatch Boulevard Medians | Sandy, UT | 2019*

*Cairns District Master Plan | Sandy, UT | 2017*

*BYU Pedestrian and Safety Roadway Project | Provo, UT | 2017*

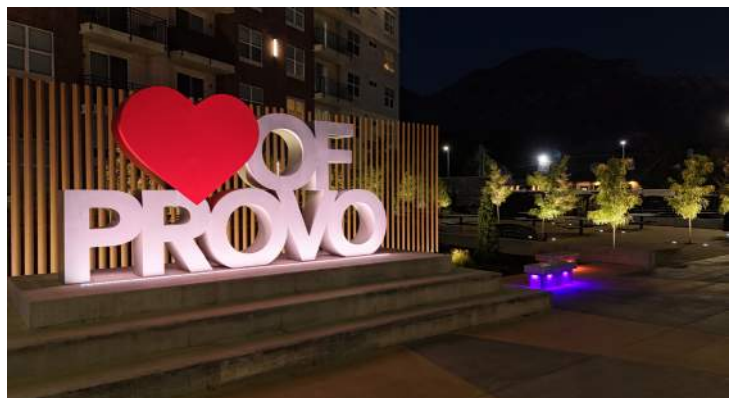
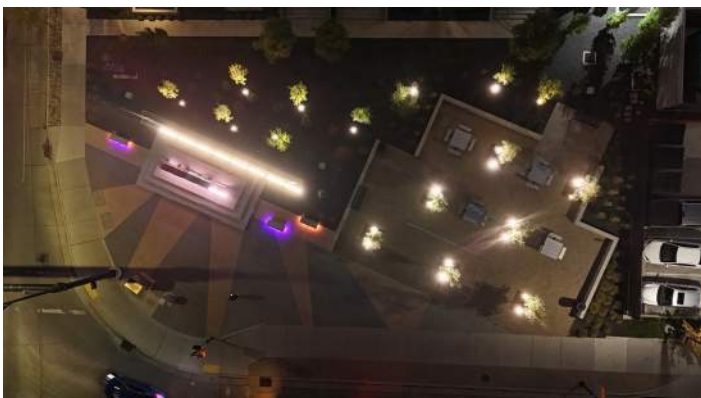
*Baird and Helm Medians | South Salt Lake, UT | 2017*

*Monroe Street Gateways | Sandy, UT | 2017*

*State Street Median | South Salt Lake, UT | 2016*

*Market Street & Riverside Drive Streetscapes | Saratoga Springs, UT | 2016*

*South Jordan Parkway Greenway | South Jordan, UT | 2016*



**300 S UNIVERSITY GATEWAY PLAZA**  
Provo, UT

## REFERENCES

### Dan Medina

Director | Sandy City Parks & Recreation  
 dmedina@sandy.utah.gov  
 801-568-2900

**Projects:** Centennial Parkway Irrigation Renovation, Crescent Park Irrigation Renovation, Sandy Canal Trail, Bell Canyon Preservation Trailhead, Wasatch Boulevard Medians, Jordan River Trail at 9000 South, 10600 South Interchange Landscape\*

### Don Tingey

Director Strategic Services | South Jordan City  
 DTingey@sjc.utah.gov  
 801-446-4357

**Projects:** South Jordan Parkway Greenway, 10600 South Interchange Landscape\*

### Nathan Diehl

Physical Facilities Engineer | BYU  
 nathan.diehl@byu.edu  
 801-422-5504

**Projects:** Campus Drive Phase 1-3, Heritage Housing Phases 1-4, Engineering Building, Life Science Building, Music Building, Arts Building

### Mark Goble

Landscape Architect | St. George City  
 mark.goble@sgcity.org  
 435-627-4530

**Projects:** I-15 & St. George Boulevard (MP8) Interchange, Bluff Street Interchange\*

### Sharen Hauri

Director of Neighborhoods | South Salt Lake City  
 shauri@sslc.gov  
 801-464-6771

**Projects:** 3300 S & I-15 Interchange Enhancements, State Street Median, Baird & Helm Medians

# PROJECT APPROACH & SCHEDULE





*Demiurge Fabrication Shop*

## DESIGN APPROACH

As described previously in this proposal, **blū** will first and foremost take a collaborative approach to the project design. Our first step will be to **LISTEN** to all involved parties including City staff and any other appropriate stakeholders. This will allow us to understand desired values, key opportunities and constraints, and project vision.

This initial gathering of information will allow us to then **COLLABORATE** with the City and start to develop a plan and strategies to meet the project vision. This will lead to the next step of **CREATING** preliminary conceptual designs that satisfy the established needs of the project. The conceptual design will be presented and reviewed by the City. Key components of the conceptual design process will be considering a landscape palette that meets the City's desired aesthetic, that is contextual to the community, that is water-wise/xeric.

With a clear direction established from the conceptual design process and review, **blū** will proceed with final design and Construction Documents. These documents will at a minimum include: Existing Site/Demolition Plans, Landscape Plans, Materials Plans, Layout Plans, Irrigation Plans, and associated Details. We plan on submitting Design Development (60%), 90% Construction Documents, and 100% Construction Documents for review and resolution. A comment review meeting will be held after each of these submittals to ensure all comments are adequately being addressed. Accompanying these submittals will also be preliminary estimates of probable construction costs, and project specifications.

Once all comments are resolved, **blū** will deliver final plans, specifications, and estimates for bidding purposes.

## POSSIBLE CHALLENGES

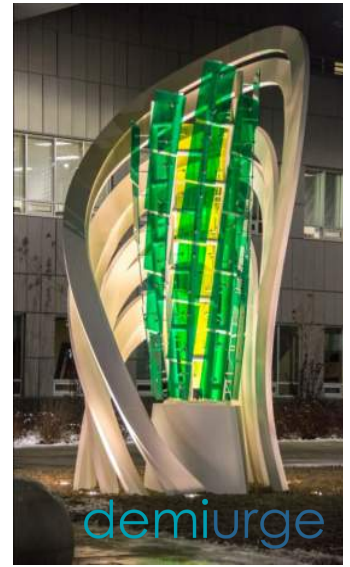
There are three main possible challenges that may arise during this design process:

**Budget** | Our team is committed to preparing and presenting rough cost estimates throughout the design process, especially in the beginning. Understanding that the proposed design will be financially attainable is vital to a successful project. Though, long-term, it will be more cost effective to insure irrigated turf areas are not part of the design. Installing xeric and native-like vegetation properly will result in a more cost effective project in the long term. We will work closely with City staff through each step of the process continually evaluating costs to ensure designs are in line with established budgets.

**Establishment** | The establishment of xeric and native-like vegetation may be a long process. Patience and time will be needed to allow for the vegetation to get established. Rather than taking a matter of months, it may take years for initial visions to come to fruition. This will also require a conscientious contractor that is held to expectations. We will do our part to create plans and specifications that are clear in directions and expectations of the contractor. This will include items such as the correct soil preparation, supplying the correct plant material, ensuring appropriate irrigation is installed, appropriate planting windows are followed, and an established grow in period is included.

**Expectations** | Alluded to above, expectations of how these landscapes will look in the first periods of establishment will need to be realistic. Xeric landscapes take time to establish and reach their maximum potential.

There will undoubtedly be additional challenges that may arise, but we will keep open lines of communication with the City to address any of these head on, in transparent ways.





BYU CAMPUS DRIVE  
Provo, UT



## PROPOSED SCHEDULE

At **blū**, we recognize the importance of timely project completion. While unforeseen delays can occur, we are committed to keeping the project moving forward through proactive planning and efficient management. Our schedule will include interim milestones to track progress and ensure deadlines are met. We are confident the project can be completed and installed by November 30, 2025.

We hold weekly workload meetings to ensure tasks are properly staffed and on schedule, with a focus on tracking milestones and managing City review periods efficiently. A preliminary project schedule and key dates are included to the right, based on the RFP and our understanding of the project.

Although we are managing other projects, our team is ready to begin immediately upon receiving the notice of award.

### KEY DATES

|                                 |      |         |
|---------------------------------|------|---------|
| PROJECT KICK OFF & MOBILIZATION | JULY | 1 2025  |
| CONCEPTUAL DESIGN               | AUG  | 1 2025  |
| FINAL DESIGN/BID DOCUMENTS      | SEPT | 1 2025  |
| BIDDING & CONSTRUCTION          | OCT  | 1 2025  |
| PROJECT COMPLETION              | NOV  | 30 2025 |

### BUDGET

|                                    |      |
|------------------------------------|------|
| DESIGN & INSTALLTION OF LANDSCAPE  | 150K |
| DESIGN & INSTALLATION OF BISON ART | 350K |
| TOTAL BUDGET                       | 500K |



blu line designs

planning | landscape architecture | urban design

8719 S. Sandy Parkway  
Sandy Utah 84070

phone : 801.703.6383



# COUNCIL AGENDA

June 24, 2025

## Agenda Item “F”

**Discussion:** Fee schedule amendments for noise ordinance violation fee and park and trail violation fee

### *Factual Summation*

- Any question regarding this agenda item may be directed at Assistant City Manager, Stephen Marshall.
- The city updated its noise ordinance in April 2025. As part of the code, the city council will need to establish fines for noise ordinance violations.

- **6.40.100 Civil Violations – Penalty.**

In lieu of criminal proceedings, the City may address any violation of this chapter by issuing a civil citation with or without first issuing a notice of violation. Fines shall be established by the City Council. Individuals and business entities to whom civil citations are issued shall, within 20 days of the date of the citation, either pay the fine or file an appeal pursuant to SMC 6.05.110. [Ord. 24-30 § 1.]

We could use the fee of \$100.00 per incident for noncompliance fee found in our fee schedule or we can set a separate fee for noise violations.

- The city council will also need to set fines for parks and trails violations in accordance with section 4.35.230 of the municipal code.

**4.35.230 Violations – Penalty.**

(A) A person who violates any regulation or rule established under this chapter is guilty of an infraction, and subject to a fine not to exceed \$500.00. The City may pursue this penalty through either criminal or civil administrative processes, at the City’s sole discretion.

We could use the fee of \$100.00 per incident for noncompliance fee found in our fee schedule or we can set a separate fee for noise violations.

### *Discussion Goals*

Discuss potential fines for noise and parks and trails violations to set in the fee schedule.



# COUNCIL AGENDA

June 24, 2025

Agenda Item “g”

Discussion of Surplus property

## ***Factual Summation***

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

**2005 portable stage:** This item was discussed with city council at the budget retreat. We will take formal action on it in the July business meeting. Here is a summary: this 20-year-old model has been discontinued for parts and supplies. So replacements parts are difficult to find and would require finding make-shift equivalent parts that would cost somewhere around \$12,000 in parts plus additional costs for labor. It is determined that there is cost savings to rent a stage through a third-party company.

**Christmas wooden gingerbread cutouts:** The cutouts are 30 years old. They are made of plywood that was not seal coated. They are severely weathered with wood flaking apart. Wooden parts and hardware have broken apart.

## ***Discussion Goals:***

Determine whether to surplus this equipment.