



SYRACUSE CITY

Syracuse City Council Business Meeting

July 8, 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: 852 3160 0392

Streamed on Syracuse City [YouTube Channel](#)

1. Meeting called to order.
Invocation or thought.
Pledge of Allegiance.
Adopt agenda.
2. Recognition: Administer Oath of Office for Miss Syracuse royalty.
3. 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 July 8, 2025. Comments submitted by the deadline will be read for the record of the meeting.)*
4. Approval of minutes:
 - a. June 10, 2025 City Council Regular Meeting
 - b. June 10, 2025 Special Redevelopment Agency (RDA) Meeting
 - c. June 10, 2025 Special Municipal Building Authority (MBA) Meeting
 - d. June 24, 2025 City Council Work Session
5. Consent agenda: (2 min.)
 - a. Award contract for Municipal Electric Work.
 - b. Award contract for design of roundabout located at approximately 3000 West 1900 South.
 - c. Proposed Resolution R25-29 authorizing the Mayor to execute Interlocal Agreement for North Davis Metro SWAT Team.
6. Proposed Resolution R25-30 appointing Kelly Nielson to the Syracuse City Planning Commission. (5 min.)
7. Proposed Ordinance 25-30 amending Syracuse Municipal Code (SMC) Sections 10.82.030(C) and 10.30.020(E)(18) pertaining to Accessory Dwelling Units (ADUs). (5 min.)
8. Public hearing: Proposed Resolution R25-31, amending the Syracuse City Consolidated Fee Schedule pertaining to noise ordinance violation fee, park and trail violation fee, and working without a permit fee. (10 min.)
9. Authorize Administration to dispose of surplus property. (5 min.)
10. Proposed Resolution R25-32 authorizing execution of Cooperative Agreement with UDOT for maintenance of trail and associated lighting along the West Davis Corridor. (10 min.)
11. Proposed Resolution R25-33 authorizing execution of Master Landscape Maintenance Agreement with UDOT for maintenance of landscaping on West Davis Corridor. (5 min.)
12. Authorize Mayor Maughan to execute Real Estate Purchase Contracts (REPC) for two properties located at approximately 500 West 3700 South (land serial numbers 15-019-0134 and R199: 126D:E). (10 min.)
13. Authorize Administration to award contract for Antelope Drive Trail Phase One (5 min.)
14. Authorize Administration to award contract for Syracuse Reservoir West Branch Gravity Irrigation Supply (5 min.)
15. 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 July 8, 2025. Comments submitted by the deadline will be read for the record of the meeting.)*
16. Mayor/Council announcements.
17. 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 3<sup>rd</sup> day of July, 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 July 3, 2025.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# CITY COUNCIL

## AGENDA

July 8, 2025

### Agenda Item #4

Approval of Minutes.

#### *Factual Summation*

- Please see the draft minutes of the following meeting(s):
  - a. June 10, 2025 City Council Business Meeting
  - b. June 10, 2025 Special Redevelopment Agency (RDA) Business Meeting
  - c. June 10, 2025 Special Municipal Building Authority (MBA) Business Meeting
  - d. June 24, 2025 City Council Work Session Meeting
- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

Minutes of the Syracuse City Council Regular Meeting June 10, 2025

Minutes of the Regular Meeting of the Syracuse City Council, held on June 10, 2025, at 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 898 6153 9397, in-person in the City Council Chambers at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

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

***DRAFT***

Excused: Councilmember Jordan Savage  
  
Mayor Dave Maughan  
City Manager Brody Bovero  
Administrative Services Director/City Recorder Cassie Brown

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

1. Meeting Called to Order

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

Mayor Maughan amended the agenda by moving agenda item three ahead of agenda item two.

3a. Recognition: Presentation of Utah Managing Fire Officer Designation to Battalion Chief Jared Sholly.

Fire Chief Byington explained Battalion Chief Jared Sholly has been awarded the Utah Managing Fire Officer Designation as outlined by the International Association of Fire Chiefs and adopted by the Utah Commission on Fire Officer Designation. Battalion Chief Sholly has combined hundreds of hours of training, education and experience to meet the requirements for this designation. His hard work and commitment to this process shows his dedication to not only the Utah State Fire Service but to Syracuse City and our department as well. Chief Byington asked the Mayor and Council to join him in congratulating Battalion Chief Jared Sholly for attaining this designation.

3b. Recognition: Presentation of American Red Cross Lifesaving Award to

Lexi Kinison and Page Sorensen.

Fire Chief Byington invited Deputy Chief Hamblin and Battalion Chief Eckhart to join him and he invited Battalion Chief Eckhart to present the award since he is he processed this award through the American Red Cross.

Battalion Chief Eckhart explained on June 22, 2024, Syracuse Fire was called to an emergency medical incident involving a three-year-old male who was found face-down in a swimming pool. The child was removed from the pool by his father and found to be unresponsive and not breathing. Without delay, Lexi Kinison began mouth-to-mouth resuscitation while Page Sorensen initiated chest compressions. When EMS crews arrived, the boy had a pulse, was breathing on his own, and had regained consciousness. He was transported to the hospital and made a full recovery. Lexi and Page's decisive and skilled application of CPR was due to training they had received years earlier as lifeguards, and without their quick and effective intervention, the outcome could have been tragically different. Tonight, the Fire Department recognizes Lexi Kinison and Page Sorensen with the American Red Cross Life Saving Award, honoring their bravery, composure, and commitment to the preservation of life. Their actions exemplify the highest standards of heroism and community spirit.

Chief Byington asked the Mayor and Council to join the Fire Department in congratulating Lexi Kinison and Page Sorensen.

2. Public comment:

There were no public comments.

4. Approval of minutes

The following minutes were reviewed by the City Council: May 13, 2025 City Council Business Meeting and May 27, 2025 City Council Work Session.

COUNCILMEMBER ROBERTSON MADE A MOTION TO APPOROVE THE MINUTES LISTED ON THE AGENDA AS PRESENTED. COUNCILMEMBER CRAGUN SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

5a. Consent item: Proposed Resolution R25-21 authorizing the Mayor to execute the attached Interlocal Cooperation Agreement for the 700 South road widening project – 2025.

An administrative staff memo explained West Point and Syracuse obtained a grant from Davis County to improve



700 South between 3500 West and 4000 West (road widening, roundabout, intersection improvements). The grant requires the cities to match 20 percent, and the cities propose entering into an interlocal cooperation agreement that fixes each city's financial contribution at 10 percent and designates West Point as the party responsible to design, bid and manage the project.

COUNCILMEMBER WATSON MADE A MOTION TO ADOPT RESOLUTION R25-21 AUTHORIZING THE MAYOR TO EXECUTE THE ATTACHED INTERLOCAL COOPERATION AGREEMENT FOR THE 700 SOUTH ROAD WIDENING PROJECT – 2025. COUNCILMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

5b. Consent item: Proposed Resolution R25-22 amending the Syracuse City Signature and Contract Routing Policy.

An administrative staff memo explained the City utilizes a signature authority/contract routing policy to help administer the contract execution process. The policy identifies different types of contracts the City may enter into and identifies the appropriate individual, i.e., the Mayor, City Manager, Department Heads, or Division Managers, to sign agreements. The catalyst for proposing amendments to the Policy was the creation of the Assistant City Manager position; Administration found it necessary to identify that position in the policy to clearly communicate which contracts the position has signature authority for. However, during a thorough review of the policy, Administration felt other changes were also needed. This includes updating the title for City Administrator to City Manager, and increasing dollar amounts that are used to identify signature authority so that the thresholds more closely align with the City's purchasing policy. This item was reviewed during the Council's May 27, 2025 Work Session and the Council expressed support for the proposed amendments.

COUNCILMEMBER WATSON MADE A MOTION TO ADOPT RESOLUTION R25-22 AMENDING THE SYRACUSE CITY SIGNATURE AND CONTRACT ROUTING POLICY. COUNCILMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

6. Proposed Resolution R25-23 appointing Blake Baker and Jace Burk to the Syracuse City Planning Commission

An administrative staff memo explained there are two positions on the Planning Commission with expiration terms of June 2025. Mayor Maughan advertised the position openings and interviewed interested candidates. He is recommending the appointment of Blake Baker and Jace Burk to the positions, with their terms expiring June 2029.

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Councilmember Watson asked who Mr. Blaker and Mr. Burk will be replacing on the Planning Commission, to which Mayor Maughan answered Commissioners Hellewell and Hunter.

COUNCILMEMBER CRAGUN MADE A MOTION TO ADOPT PROPOSED RESOLUTION R25-23 APPOINTING BLAKE BAKER AND JACE BURK TO THE SYRACUSE CITY PLANNING COMMISSION. COUNCILMEMBER WATSON SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

7. Public hearing: Proposed Resolution R25-25, amending the Syracuse City Fiscal Year (FY) 2024-2025 budget.

An administrative staff memo referenced several budget documents included in the City Council meeting packet: Fiscal Year (FY) 2025 budget adjustments, capital projects revised and original project list, and vehicle and capital listing – capital project funds. The memo also explained that the budget opening includes carryover of project funds from prior year that were not completed and updates to approved projects as follows:

- Addition – Add 90k for replacement of dump truck in our parks and recreation department.
- Revised – add 170k to land purchase for secondary reservoir (this number could change based on negotiations with UDOT).
- Revised – add 315k to land purchase for park maintenance and BMX course (this number could change based on negotiations with UDOT).
- Addition – Add 80k for city hall interior light conversion. This amount will be covered by an energy-efficiency grant.

The memo also noted the budget includes changes to operational budgets, as well as the following significant changes to other funds:

- Capital Projects Fund – removed FEMA AFG grant. Not awarded.
- Secondary Fund – increase budget for secondary meter grant. Covered by grant.
- Interest income – update is some of the funds
- RDA, EDA, CDA Funds – updated revenue and expenses based on final numbers from distribution.

Mr. Marshall reviewed his staff memo and noted the item highlighted in red above was not included in previous documentation regarding the proposed budget amendments.

Mayor Maughan opened the public hearing at 6:13 p.m.; there were no persons appearing to be heard and the public

hearing was closed.

COUNCILMEMBER WATSON MADE A MOTION TO ADOPT RESOLUTION R25-25, AMENDING THE SYRACUSE CITY FISCAL YEAR (FY) 2024-2025 BUDGET. COUNCILMEMBER CRAGUN SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

8. Public hearing: Proposed Resolution R25-24, adopting the Tentative Budget as the Final Budget for Fiscal Year (FY) 2025-2026, and accepting the certified tax rate from Davis County.

An administrative staff memo explained as required by Utah Code Annotated 10-6-113, the governing body shall establish the time and place of a public hearing to consider its adoption and shall order that notice of the public hearing be published at least seven days prior to the public hearing. This requirement has been met since the City Council adopted the tentative budget on May 13 and set a public hearing on June 10, 2025, to consider adoption of the final budget. As required by Utah Code Annotated 10-6-118, “before June 30 of each fiscal period, or, in the case of a property tax increase under Sections 59-2-919 through 59-2-923, before September 1 of the year for which a property tax increase is proposed, the governing body shall by resolution or ordinance adopt a budget for the ensuing fiscal period for each fund for which a budget is required under this chapter. The budget officer of the governing body shall certify a copy of the final budget and file with the state auditor within 30 days after adoption.” This requirement will be met tonight with the approval of the budget and the final budget will be certified and filed with the state auditor within 30 days of this date. The tentative budget proposal was accepted on May 13 by the City Council with a no tax increase option and with the following key budget decisions:

- Remove 9 firefighters and apply for SAFER grant ~ 1,100,000 reduction.
- Temporary measure reduction of recruitment and retention plan to save 600k.
- Increase bond payments by 500k in impact fee fund to reduce the amount needed to be paid by the general fund. Temporary measure.
- Freeze two police staff positions for FY2026. Temporary savings of 240k.
- Remove road transfer from general fund to class c road fund – decrease 162k
- Eliminate 2 parks positions from budget proposal ~162k savings
- Negotiated savings and benefits changes on medical benefits plan - 330k savings

These changes reduced the City’s budget deficit down to \$524,000 with the decision to make up this difference with rainy day fund balance reserve.

The memo also provided information regarding potential utility fee increases:

| <u>Utility Fund</u>   | <u>Rate Change</u> | <u>Description</u>                                                                       |
|-----------------------|--------------------|------------------------------------------------------------------------------------------|
| Secondary Water Fund  | \$0.40             | Rate Increases from water irrigation companies.                                          |
| Secondary Water Fund  | \$0.24             | Fund the City's recruitment and retention plan.                                          |
| Storm Water Fund      | \$0.09             | Fund the City's recruitment and retention plan.                                          |
| Culinary Water Fund   | 0.79               | Weber Basin Water pass-through costs for higher cost of water. This was a 8.5% increase. |
| Culinary Water Fund   | \$0.12             | Fund the City's recruitment and retention plan.                                          |
| Sewer Fund            | \$2.50             | Rate Increase from North Davis Sewer District to fund capital projects.                  |
| Sewer Fund            | \$0.10             | Fund the City's recruitment and retention plan.                                          |
| Garbage Fund          | \$4.00             | City added mandatory recycling as a bundled service to all citizens.                     |
| Garbage Fund          | \$0.15             | Increase cost for garbage waste hauling services. Contract increase of 3.0% or CPI.      |
| <b>Total Increase</b> | <b>\$8.39</b>      | <b>Per user per month minimum</b>                                                        |

| <u>Utility Fund</u>     | <u>Rate Change</u> |                       |
|-------------------------|--------------------|-----------------------|
| Secondary Water Fee     | \$0.64             |                       |
| Storm Water Fee         | \$0.09             |                       |
| Culinary Water Fee      | \$0.91             |                       |
| Sewer Fee               | \$2.60             |                       |
| Garbage Fee             | \$4.15             | Effective May 1, 2025 |
| <b>Total Fee Change</b> | <b>\$8.39</b>      |                       |

Mr. Marshall reviewed his staff memo and noted that no changes have been made to the tentative budget document since the Council's last review and discussion of the matter

Mayor Maughan opened the public hearing at 6:15 p.m.; there were no persons appearing to be heard and the public hearing was closed.

COUNCILMEMBER WATSON MADE A MOTION TO ADOPT RESOLUTION R25-24, ADOPTING THE TENTATIVE BUDGET AS THE FINAL BUDGET FOR FISCAL YEAR (FY) 2025-2026, AND ACCEPTING THE CERTIFIED TAX RATE FROM DAVIS COUNTY. COUNCILMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER CARVER, WHO VOTED IN OPPOSITION. Councilmember Savage was not present when this vote was taken.

9. Public hearing: Proposed Ordinance 25-29 approving Fiscal Year (FY)

2025 compensation increases for Executive Municipal Officers.

An administrative staff memo explained State Law 10-3-818 requires "The elective and statutory officers of municipalities shall receive the compensation for their services that the governing body fixes by ordinance adopting compensation or compensation schedules enacted after public hearing." This includes the city manager, assistant city manager, city attorney, department heads, and assistant department heads. Before a governing body may adopt a final budget or a final

amended budget that includes a compensation increase for an executive municipal officer, the governing body shall:

(i) hold a public hearing on the compensation increase; and

(ii) publish notice of the time, place, and purpose of the public hearing:

(A) for at least seven days before the date of the public hearing; and

(B) as a class A notice under Section 63G-30-102.

A public hearing under Subsection (2)(c)(i):

(i) shall be held separate from any other public hearing; and

(ii) may be held the same day as another public hearing, including immediately before or after the other public hearing.

Below is a list of percentage increases of those positions identified above. Some positions are eligible for a benchmark adjustment that is completed biannually across half the departments each year.

| Title                                               | Benchmark Adjustment | Merit Increase | Total Increase |
|-----------------------------------------------------|----------------------|----------------|----------------|
| City Manager                                        | 4%                   | Up to 2.5%     | Up to 6.5%     |
| Assistant City Manager                              | 2.9%                 | Up to 2.5%     | Up to 5.4%     |
| City Attorney                                       | 4%                   | Up to 2.5%     | Up to 6.5%     |
| CED Director                                        | 4%                   | Up to 2.5%     | Up to 6.5%     |
| Administrative Services Director /<br>City Recorder | 2.9%                 | Up to 2.5%     | Up to 5.4%     |
| Public Works Director                               | 4%                   | Up to 2.5%     | Up to 6.5%     |
| Parks & Rec Director                                | 0%                   | Up to 2.5%     | Up to 2.5%     |
| Asst Parks & Rec Director                           | 0%                   | Up to 2.5%     | Up to 2.5%     |
| Police Chief                                        | 0%                   | Up to 2.5%     | Up to 2.5%     |
| Assistant Police Chief                              | 0%                   | Up to 2.5%     | Up to 2.5%     |
| Fire Chief                                          | 0%                   | Up to 2.5%     | Up to 2.5%     |
| Deputy Fire Chief                                   | 0%                   | Up to 2.5%     | Up to 2.5%     |

Mayor Maughan opened the public hearing at 6:16 p.m.; there were no persons appearing to be heard and the public hearing was closed.

COUNCILMEMBER WATSON MADE A MOTION TO ADOPT ORDINANCE 25-29 APPROVING FISCAL YEAR (FY) 2025 COMPENSATION INCREASES FOR EXECUTIVE MUNICIPAL OFFICERS. COUNCILMEMBER CARVER SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

10. Public hearing: Proposed Resolution R25-26, amending the Syracuse City Consolidated Fee Schedule by making adjustments throughout.

An administrative staff memo provided the following list of proposed changes to the consolidated fee schedule:

- Utility Rate Changes:

- Culinary Water: Increase of \$0.91 for water rate increases from Weber Basin Water and benchmark adjustments.
- Secondary Water: Increase of \$0.64 for water rate increases from irrigation companies and benchmark adjustments.
- Storm Water: Increase by \$0.09 for benchmark adjustments.
- Sewer Fund: Increase of \$2.60 for NDSD sewer fee increase and benchmark adjustments.
- CED Department:
  - Increase base inspection fee to \$100.00 per inspection.
  - Add a \$1,500.00 refundable deposit for temporary firework merchants who clean up site.
- Fire Department:
  - Fees were separated into categories to make it easier to identify
  - There were a few verbiage changes for clarification
  - Increased the base and additional fee a few areas due to increased employee wages and cost of supplies over the past few years
  - Added Plan Reviews and Inspections for two reasons, 1<sup>st</sup> is to capture revenue that other cities charge for, and 2<sup>nd</sup> is to be prepared for an MOU that is in the works with Davis County for providing fire marshal services to unincorporated buildings and areas.
  - Added pyrotechnics to match the ordinance change that was approved last month
- Public Works Department:
  - Change Storm Water Pollution – Illicit Discharge fee to \$250 plus remediation costs.
  - Increase Staffing and heavy equipment contract rates to \$150.00 and \$200.00.
  - Bulk Water Fill - increase to \$6.78 per 1,000 gallons
  - Temporary construction meter - increase to \$75.00 per application
  - Storm Water Pollution – several changes due to changes to Utah Code 19-5-108.3. See the fee schedule for details.
  - Updated water connection fees for both culinary and secondary water. See the fee schedule for details.
- Parks and Recreation Department
  - Remove ice rink and skate rentals

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- Pavilion fee changes
- Legacy Park fee increases
- Jensen Park fee increases
- Cemetery headstone marking fee – new
- Gym floor cover fee – new
- Increase day passes at community center
- Add new chart for field usage fees and replace old fees
- Recreation program fees – changed to range of fees and condensed fee schedule.
- Post Office
  - Consolidated into 2 lines and recommended using USPS approved pricing so we don't have to update the fees each time they change at USPS.
- Consolidated all the fines together in one section and added additional fines for storm water violations.
- Council decided to move the noise ordinance and park and trail violations discussion to the June 24<sup>th</sup> work session.

Mayor Maughan opened the public hearing at 6:18 p.m.; there were no persons appearing to be heard and the public hearing was closed.

COUNCILMEMBER CRAGUN MADE A MOTION TO ADOPT RESOLUTION R25-26, AMENDING THE SYRACUSE CITY CONSOLIDATED FEE SCHEDULE BY MAKING ADJUSTMENTS THROUGHOUT. COUNCILMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

11. Proposed Resolution R25-27, adopting the Syracuse City Wage Scale for Fiscal Year (FY) 2025-2026.

A staff memo from the Assistant City Manager explained proposed benchmark adjustments for Administration, CED, Public Works, and Fire are included in the wage scale. City Administration has swapped the Community and Economic Development (CED) and Fire Departments in the rotation. Next year the City will perform benchmark adjustments for CED, Police, and Parks and Recreation. Other changes made to positions in the wage scale include:

- Combine City Recorder title with Administrative Services Director
- Move Fire Marshal from exempt to non-exempt

- Move City Engineer from non-exempt to exempt
- Correct the Recreation I, II, and III scales

The updates to the wage scale will become effective for the new budget year starting July 1, 2025.

COUNCILMEMBER CRAGUN MADE A MOTION TO ADOPT RESOLUTION R25-27, ADOPTING THE SYRACUSE CITY WAGE SCALE FOR FISCAL YEAR (FY) 2025-2026. COUNCILMEMBER WATSON SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

12. Proposed Resolution R25-28, authorizing and directing the participation of Syracuse City in the Public Employees Retirement System and the Public Safety Retirement System of the Utah Retirement Systems (URS) for Fiscal Year (FY) 2025-2026.

A staff memo from the Assistant City Manager explained the City is required by Utah Code Title 49, Chapters 11-15 to pay retirement contributions for full-time employees. Each year, the City is required to certify the contribution rates that will be paid for retirement to Utah Retirement Systems (URS) for our full-time employees. These rates vary depending on which system the employees are in and when they were hired. The City currently participates in 9 different retirement programs offered by URS. This includes Police, Fire, and Administrative staff as well as tier I and tier II employees. They are outlined below:

|                           |                     |        |
|---------------------------|---------------------|--------|
| Local Government Employee | Tier I – DB         | 15.97% |
| Local Government Employee | Tier II – DB Hybrid | 14.19% |
| Local Government Employee | Tier II – DC        | 14.19% |
| Public Safety – Police    | Tier I – DB         | 33.04% |
| Public Safety – Police    | Tier II – DB Hybrid | 29.56% |
| Public Safety – Police    | Tier II – DC        | 29.56% |
| Public Safety – Fire      | Tier I – DB         | 16.66% |
| Public Safety – Fire      | Tier II – DB Hybrid | 18.81% |
| Public Safety – Fire      | Tier II – DC        | 18.81% |

COUNCILMEMBER ROBERTSON MADE A MOTION TO ADOPT RESOLUTION R25-28, AUTHORIZING AND DIRECTING THE PARTICIPATION OF SYRACUSE CITY IN THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM AND THE PUBLIC SAFETY RETIREMENT SYSTEM OF THE UTAH RETIREMENT SYSTEMS (URS) FOR FISCAL YEAR (FY) 2025-2026. COUNCILMEMBER WATSON SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

13. Proposed Ordinance 25-26, amending Syracuse Municipal Code Section 10.55.030 and 10.30.100 pertaining to farm related businesses.



1 A staff memo from the Community and Economic Development (CED) Department explained the City Council has  
2 requested that the City consider amending Syracuse Municipal Code (SMC) 10.55 and 10.30.100. Chapter 10.55 - A-1 zone  
3 lists the following uses as permitted in the zone: accessory buildings, agriculture, animal clinics, apiaries, aviaries, churches,  
4 single family dwellings, farm animals, farm industry, fruit and vegetable stands, household pets, minor home occupations,  
5 public parks, rabbits and hens, residential facilities for persons with disabilities, Vietnamese potbellied pigs. The following  
6 uses are listed as conditional in the A-1 zone: accessory buildings larger than 200 sf, day care center, agricultural dog kennels,  
7 educational services, greenhouses, major home occupations, private parks, public buildings, sewage treatment plants, stables,  
8 and temporary commercial uses. As the City grows, there is added pressure to develop the remaining agricultural land. Some  
9 local landowners have expressed interest in starting farm related businesses in addition to the common agriculture industries in  
10 order to make preserving the land as farmland an economically viable option. Examples of farm related businesses include corn  
11 mazes, farmer markets, petting zoos, pick your own fruits and vegetables, farm themed event centers, farm tours, bed and  
12 breakfasts, and cut your own Christmas trees. If not planned properly, introducing these uses into certain areas of the city has  
13 the potential to create noise, traffic, light, and other impacts to the surrounding neighbors. City ordinance does not directly or  
14 clearly regulate most of the farm-related business uses. The City does have Black Island Farm, who operates within the A-1  
15 zone under the conditional use '(L) Temporary commercial uses'. Black Island farms operates a corn maze, pumpkin patch and  
16 a haunted corn maze which are farm related business uses. They have the cars park on the dirt and employ around 70 people.  
17 They operate late September until early November. There are new homes to the east of the operation that have logged noise  
18 complaints with the City. Many of the listed farm related uses are not temporary, seasonal, or appropriate for a home occupation,  
19 and would not be permitted within the current ordinance. Please review the current A-1 ordinance and the attached draft  
20 ordinance amendment that would add farm related business as a major conditional use. The Planning Commission held a public  
21 hearing and reviewed the item on May 20, 2025.

22 CED Director Steele reviewed his staff memo.

23 Councilmember Cragun stated he feels some of the language in the ordinance may be ambiguous, but he is comfortable  
24 moving forward with adoption of the ordinance. Mayor Maughan asked Councilmember Cragun to expound on his comments.  
25 Councilmember Cragun stated there are some challenges with the conditional use language, such as characterizing 'pick your  
26 own' activities as conditional use when they have previously been allowed under the agricultural zone ordinance. Mr. Steele  
27 stated it is correct that activity has been allowed previously, but there are some clear distinctions between 'pick your own'  
28 operations and typical farm stands. He cited the Day Farms 'pick your own' operation on Gentile Street in Layton, which can  
29 be very busy at times and result in traffic congestion and on-street parking. The Council and Mayor engaged in high-level

discussion of the many different potential interpretations of the term 'pick your own' and whether the term should be more clearly defined and if such an operation should be a conditional use. They concluded that the ordinance can be adopted as written.

COUNCILMEMBER CARVER MADE A MOTION TO ADOPT ORDINANCE 25-26, AMENDING SYRACUSE MUNICIPAL CODE SECTION 10.55.030 AND 10.30.100 PERTAINING TO FARM RELATED BUSINESSES. COUNCILMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

14. Proposed Ordinance 25-27, amending the Syracuse City Zoning Map for property located at 2550 W. 700 S., Residential (R-1) to Agricultural (A-1), applicant Jacob Briggs.

A staff memo from the Community and Economic Development (CED) Department explained the City has received a rezone application from Jacob Briggs. He is requesting to rezone approximately 5.266 acres from R-1 to A-1. The request includes four parcels. All parcels are owned by the Briggs family. The applicant has explained that the purpose of the request is to "Ensure continued agricultural use of parcels; contemplated construction of new agricultural building to facilitate on-site produce sales and hosting of agri-tourism and other events." The property is located approximately 2550 W. 700 S. The majority of the land uses surrounding the property are low density residential, intermingled with farmland. The land north of the property is being used as agriculture. There is a church to the southeast of the property. The property is located on the northwest corner of the intersection of 2500 W and 700 S. The General Plan (GP) designates the property as future 'Medium Density Residential'. North of the property is designated as future 'Industrial'. The land south of the property is designated as 'Low Density Residential'. The church is designated as 'Civic'. 'Medium Density Residential' anticipates Cluster, A-1, R-1, R-2, R-3, RPC, PRD, and Neighborhood Services zones. The Master Transportation Plan calls for a future roundabout project at the intersection, which currently only has a stop sign on the northern terminus of 2500 W. The plan also calls for a road extension project that would connect 2500 W north to SR 193. The Parks Master Plan has identified this area of the city as being in need for additional park space. Also, the property is within the 2500 W CRA project area designed to bring economic development to the City. The requested A-1 designation is within the anticipated zones of the 'Medium Density Residential' GP designation, and therefore consistent with the GP. Regarding the future transportation projects, the city will need to work with the landowner to purchase the right-of-way. Zoning to A-1 should not affect the City's ability to purchase right-of-way for the needed projects. The A-1 zone has a minimum lot size of 21,780 sf. Parcel 120340082 is only 19,602 sf which does not meet the minimum lot

1 size for the A-1 zone. Also, the A-1 zone requires 100 feet of road frontage. Parcel 120340080 only has 61 feet of frontage  
2 width and 120340082 does not have frontage to a public road. Because of this, the lots would not qualify for a building permit,  
3 however, this may not be an issue because the applicant has not expressed a desire to build or develop. The desired land use of  
4 event venue is not listed in the A-1 zone permitted uses. Although, the zone lists (H) Private parks and recreational activities  
5 as a conditional use. In staff opinion, examples of private parks and recreational activities would be a golf course, or paint-ball  
6 field, private pool, or maybe a tennis club but not an event venue. '(K) Fruit and vegetable stands' are listed as a permitted use.  
7 The Neighborhood Services Zone (NS), lists '(G) Commercial outdoor recreational activities (family reunion center, outdoor  
8 reception facilities, picnic grounds, tennis courts, etc.)' as a permitted use. This use may more closely match the desired event  
9 uses. The NS zone would also be consistent with the medium density residential GP designation. The city has multiple scenarios  
10 to consider. It could change all of the requested acreage to A-1 and agree that events are consistent with 'private parks and  
11 recreational activities'. Alternatively, it could change just parcel 120340075 (the one with the barn on it) to NS and the  
12 120340080, 120340082, 120340081 to A-1. However, it should be considered that changing just the barn parcel to NS would  
13 open any of the permitted uses of the zone on the property which may allow more intense use than contextually appropriate.  
14 The other scenario that could be entertained is to approve the rezone with the understanding that event venues are not allowed  
15 in A-1. That would give the applicant an opportunity to apply for a text amendment to the A-1 zone in the future where the city  
16 could entertain the addition of the new use or uses into the zone's permitted/conditional uses. A sub-variant of this scenario  
17 would be to table the re-zone application and self-initiate an amendment to the A-1 zone. Once the city decides whether or not  
18 the requested uses belong in the A-1 zone, the city could then resume action on the requested rezone. There is a similar, although  
19 much larger scale precedent the city can look towards which is the Black Island Farms. They operate within the A-1 zone under  
20 the conditional use '(L) Temporary commercial uses'. Black Island farms operate a corn maze, pumpkin patch and a haunted  
21 corn maze which are 'agritourism' uses. They have cars park on the dirt and employ around 70 people. They operate late  
22 September until early November. Amendments to the zoning map are decided by the City Council after a public hearing and  
23 recommendation from the Planning Commission. Zoning Map amendments are regulated by ordinance 10.20.070 and approval  
24 standards are included in 10.20.070(E). The Planning Commission reviewed the item and held a public hearing on December  
25 3, 2024. The motion to recommend approval passed with a 5-1 vote. The descending vote was because of concern about the  
26 applicant's desire to host events on the property. There was discussion about the compatibility of hosting events on an A-1  
27 zoned property. They felt that if the applicant desired to host commercial events in the future, then he may need to pursue  
28 another zone change, but that can be addressed when or if the issue arises. The City Council discussed the item on March 11,  
29 2025 and tabled the discussion in favor of exploring a text amendment. There is an associated agenda item for a draft text

1 amendment that would add 'Agritourism' as a major conditional use. Major conditional uses require a public hearing and  
2 permission from the Planning Commission. Land use related text amendments require a public hearing and recommendation  
3 from the Planning Commission. The Planning Commission reviewed the proposed text amendment on May 20, 2025.

4 COUNCILMEMBER CARVER MADE A MOTION TO ADOPT ORDINANCE 25-27, AMENDING THE  
5 SYRACUSE CITY ZONING MAP FOR PROPERTY LOCATED AT 2550 W. 700 S., RESIDENTIAL (R-1) TO  
6 AGRICULTURAL (A-1), APPLICANT JACOB BRIGGS. COUNCILMEMBER ROBERTSON SECONDED THE  
7 MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

8  
9 15. Proposed Ordinance 25-28, amending the Syracuse City Zoning Map  
10 for property located at 3000 W. 1200 S., Agriculture (A-1) to Residential  
11 (R-2), applicant Perry Homes.

12 A staff memo from the Community and Economic Development (CED) Department explained the City has received  
13 a rezone application from Lynsi Neve of Perry Homes for approximately 19.7 acres located approximately 3000 W. and 1200  
14 S. The request includes four parcels, all owned by Perry Development LLC. The applicant provided the following reasons for  
15 the requested change: "Rezoning from A-1 to R-2 to allow for a residential subdivision". The property is located west of the  
16 temple and directly north of the Wilcox Meadows subdivision. The property appears to have been farmed for many years and  
17 is currently undeveloped minus some sheds, fences, storage buildings and a concrete silo. The west edge of the property has  
18 frontage on 3000 W which is a city collector road. The east edge of the property is farmland owned by the Briggs family. The  
19 land use to the north of the property is farmland owned by the Wilcox family. The current zoning on all three parcels is A-1  
20 agriculture minus split zoning of R-1 along the street frontage. The A-1 zone allows a maximum density of .5 units per acre  
21 and a minimum lot size of 21,780 sf. Zoning to the north is A-1. Zoning to the south is R-2. Zoning to the east is A-1. Zoning  
22 to the west, on the other side of 3000 W. is R-2. R-2 zoning is a single-family zone that allows 3 units per acre and a minimum  
23 lot size of 10,000 square feet. The property is general planned for 'Low Density Residential'. The requested R-2 zoning is  
24 consistent with the general plan. Also, the property in question is within an area identified in the Parks Master Plan as an area  
25 in need of additional parkland. This doesn't mean that this property cannot be developed, but that the city should not delay in  
26 identifying property for a future park and work to protect the property from development before all of the open ground is  
27 developed. Ordinance 8.10.050 says that "Developers will be required to work with the City to obtain park property within the  
28 development where placement of parks have been identified within the subject development property or area." As explained  
29 in 10.20.070 (D)(3-4), Planning Commission is the advisory body to the City Council for zoning and General Plan map

City Council Regular meeting  
June 10, 2025

1 amendments. The Planning Commission is required to hold a public hearing and forward a recommendation to approve,  
2 approve with modifications, or deny the request. The City Council will then review the recommendation and make a decision.  
3 During the public meeting the City Council can approve, approve with modifications, or deny the proposal. 10.20.070 (E)  
4 explains that amendments to the zoning map are matters of legislative discretion by the City Council after considering if the  
5 application would be harmonious with the overall character of the existing development, the extent to which it may adversely  
6 affect adjacent property, and the adequacy of facilities and services intended to serve the subject property, including but not  
7 limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water  
8 supplies, and waste water and refuse collection. The Planning Commission held a public hearing and discussed the item on  
9 May 2, 2025; they voted unanimously to forward a recommendation to approve the application.

10 COUNCILMEMBER ROBERTSON MADE A MOTION TO ADOPT ORDINANCE 25-28, AMENDING THE  
11 SYRACUSE CITY ZONING MAP FOR PROPERTY LOCATED AT 3000 W. 1200 S., AGRICULTURE (A-1) TO  
12 RESIDENTIAL (R-2), APPLICANT PERRY HOMES. COUNCILMEMBER CRAGUN SECONDED THE MOTION; ALL  
13 VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

14  
15 16. Authorize Administration to award contract for 500 West Phase 2  
16 widening project (2010 South to 2800 South).

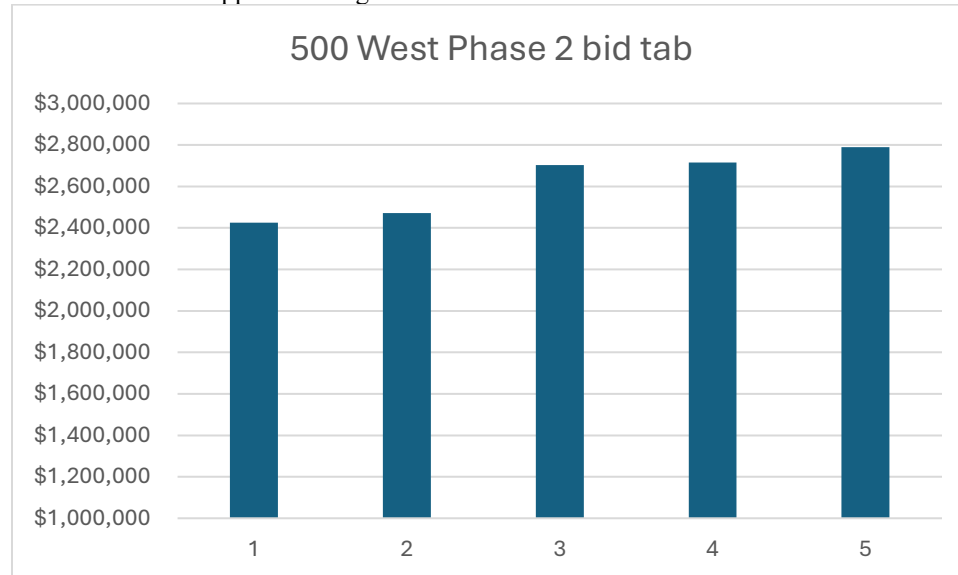
17 A staff memo from the Public Works Department explained Syracuse City has received \$3.7 million in grant funding  
18 through Wasatch Front Regional Council to widen 500 West Street (Sand Ridge Parkway) from 2150 South Street to 2800  
19 South. 500 West is the eastern City boundary with the west side of 500 West being Syracuse City and the east side of 500 West  
20 being Clearfield City and Layton City. The road will be widened on the west side with curb, gutter and sidewalk to  
21 accommodate three lanes of traffic. A new traffic signal will be installed at the intersection of 2700 South Street and 500 West  
22 Street. Layton City has agreed to maintain the traffic signal after installation. The design preserves the existing two city-owned  
23 homes along the corridor so they can be resold after the project. The project will begin once contracts are in place and be  
24 complete by Spring of 2026. Bids were opened on May 29, 2025. Five bids were received, and the lowest bid was from Granite  
25 Construction. The bidder names remain undisclosed during the selection process. The name of the low bidder was revealed  
26 after selection. The approved budget supports this bid amount. The funding for this project is proposed as follows:

| Project Costs                     |                |
|-----------------------------------|----------------|
| *Construction Bid Amount          | \$2,425,798.00 |
| ROW/Engineering/Const Engineering | \$1,756,577.00 |
| Project Total                     | \$4,182,375.00 |

| Funding Sources            |                     |
|----------------------------|---------------------|
| WFRC Grant                 | \$3,720,623.00      |
| **Sewer Capital 53-16-70   | \$90,000.00         |
| **Road Impact Fee 21-40-70 | \$1,173,000.00      |
| Funding Sources Total      | \$4,983,623.00      |
| <b>Net Surplus</b>         | <b>\$801,248.00</b> |

\*This amount included \$265,000 in contingency

\*\*In FY2025 approved budget



Councilmember Carver stated she was pleased to see bid amounts that were fairly close to one another. Mayor Maughan agreed.

Councilmember Carver asked if the project includes a traffic signal. Mr. Whiteley answered yes, but it will be owned and maintained by Layton City.

COUNCILMEMBER CRAGUN MADE A MOTION TO AUTHORIZE ADMINISTRATION TO AWARD CONTRACT FOR 500 WEST PHASE 2 WIDENING PROJECT (2010 SOUTH TO 2800 SOUTH). COUNCILMEMBER CARVER SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

#### 17. Authorize Administration to award contract for West Davis Corridor

##### (WDC) Aesthetics Improvements project.

A staff memo from the Assistant City Manager explained as part of the West Davis Corridor (WDC) project, UDOT has given the City \$800,000 in funding to spend on aesthetic improvements along the corridor. As previously discussed, the primary focus of these aesthetic improvements was the Antelope Drive and 2000 West interchanges. The original bids came in above budget and the Council decided to reject the bids and rebid the project with the focus on the Antelope Dr intersection.

City Administration revised the bid solicitation to consider a base bid with bid alternates so that the council could add bid alternates to the base bid to finalize a project around the \$800,000 budget. The base bid includes: Mobilization, site clearing and grubbing, site grading, steel edging, rock mulch, weed barrier, Gateway monuments signs, landscaping, irrigation, and placement of Antelope Island boulders. The bid alternate includes: Weed barrier, steel edging, rock mulch and placement of Antelope Island boulders under bridge, Corten steel bison on the Antelope Drive northbound and southbound off ramps on the side slopes of WDC, landscaping and boulders around the bison and irrigation for the meadow grass. The project will begin once contracts are in place and will be complete by the fall of 2025. Bids were opened on June 4, 2025. Two bids were received. The lowest bidder was Yard Masters, Inc. with a total base bid of \$555,917.00 and a bid alternate \$442,754.00. To complete both the base bid and bid alternates the total project cost would be \$998,671.00. There is \$800,000 budgeted for the project from UDOT funding. Any additional funding beyond \$800,000 will need to be funded using City funds.

The memo provided several options for the Council to consider:

1. Fund the base bid for the project.

|          | Total     | Estimated City<br>Funding Required |
|----------|-----------|------------------------------------|
| Base Bid | \$555,917 | \$0                                |

2. Fund the entire project with base bid and alternates.

|                             | Total     | Estimated City<br>Funding Required |
|-----------------------------|-----------|------------------------------------|
| Base Bid and All Alternates | \$998,671 | \$198,671                          |

3. Fund the base bid with bid alternate 1A for weed barrier, rock mulch, boulders under bridge.

|                           | Total     | Estimated City<br>Funding Required |
|---------------------------|-----------|------------------------------------|
| Base Bid and Alternate 1A | \$666,510 | \$0                                |

4. Award base bid and Corten Steel Bisen with alternates 2A and 4A:

|                                   | Total     | Estimated City<br>Funding Required |
|-----------------------------------|-----------|------------------------------------|
| Base Bid and Alternates 2A and 4A | \$861,236 | \$61,236                           |

1

2

3

5. Base bid and include Corten Steel Bison, landscaping around bison and including boulders around bison adding line items 2A, 3A and 4A:

|                                        | Total     | Estimated City<br>Funding Required |
|----------------------------------------|-----------|------------------------------------|
| Base Bid and Alternates 2A, 3A, and 4A | \$888,078 | \$88,078                           |

4

5

6

6. Award Base bid and work with contractor for pricing to consider a change order to add back in the 2000 west monument signs:

|                                                                            | Total              | Estimated City<br>Funding Required |
|----------------------------------------------------------------------------|--------------------|------------------------------------|
| Base Bid and change order for 2000 west signs if the cost is within budget | \$555,917 +<br>TBD | \$0                                |

7

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9

Mayor Maughan reviewed the staff memo and facilitated Council discussion about the options included in the memo; discussion centered on the location of the bison statue included in the project and whether that will distract drivers or block views from certain directions. The Council determined to support option six.

10

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COUNCILMEMBER CARVER MADE A MOTION TO AUTHORIZE ADMINISTRATION TO AWARD CONTRACT FOR WEST DAVIS CORRIDOR (WDC) AESTHETICS IMPROVEMENTS PROJECT, OPTION SIX. COUNCILMEMBER WATSON SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Savage was not present when this vote was taken.

15

Mayor Maughan recessed the meeting at 6:35 p.m.

16

The meeting reconvened at 6:39 p.m.

17



18. Public comments

There were no public comments.

13. Mayor/Council announcements.

The Council and Mayor provided announcements about recent and upcoming community events, and other opportunities for public involvement.

COUNCILMEMBER CRAGUN MADE A MOTION TO ADJOURN. COUNCILMEMBER WATSON SECONDED THE MOTION ALL VOTED IN FAVOR TO ADJOURN. Councilmember Savage was not present when this vote was taken.

The meeting adjourned at 6:45 p.m.

\_\_\_\_\_  
Dave Maughan  
Mayor

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

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

Minutes of the Syracuse City Redevelopment Agency Special Meeting, June 10, 2025.

Minutes of the Special Meeting of the Syracuse City Redevelopment Agency of June 10, 2025, at 6:35 p.m., held in a hybrid in-person/electronic format via Zoom, meeting ID 898 6153 9397, in-person in the City Council Chambers at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

|          |          |                 |
|----------|----------|-----------------|
| Present: | Members: | Jennifer Carver |
|          |          | Brett Cragun    |
|          |          | Julie Robertson |
|          |          | Paul Watson     |

***DRAFT***

Excused: Boardmember Jordan Savage

Mayor Dave Maughan  
City Manager Brody Bovero  
Administrative Services Director/City Recorder Cassie Z. Brown

City Employees Present:

Assistant City Manager Stephen Marshall  
City Attorney Colin Winchester  
Fire Chief Aaron Byington  
Police Chief Garret Atkin  
Parks and Recreation Director Kresta Robinson  
Public Works Director Robert Whiteley  
Communications Specialist Kara Finley

1. Meeting Called to Order/Adopt Agenda

Mayor Maughan called the meeting to order at 6:35 p.m. as a special meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Boardmember.

2. Public Hearing: Proposed Resolution RDA 25-01 adopting the annual budget for the Fiscal Year (FY) 2025-2026, as required by 17C-1-601, Utah Code Annotated, 1953.

A staff memo from the Assistant City Manager explained The City Council and Mayor are the acting board members for both the RDA and the MBA. Each is a separate legal entity, and each has a separate budget proposal to go along with the proposed resolutions. The RDA board oversees two RDA areas (town center and 750 West), the SR-193 EDA area, and the Antelope Drive CDA, the 2500 West CRA, and the Syracuse WDC gateway CRA. There have not been any changes to these budgets since the tentative budget was approved on May 13, 2025.

Mayor Maughan opened the public hearing at 6:36 p.m.; there were no persons appearing to be heard and the public hearing was closed.

BOARDMEMBER WATSON MADE A MOTION TO ADOPT RESOLUTION RDA 25-01 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR (FY) 2025-2026, AS REQUIRED BY 17C-1-601, UTAH CODE

Redevelopment Agency Special Meeting

June 10, 2025

1 ANNOTATED, 1953. BOARDMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

2 Boardmember Savage was not present when this vote was taken.

3

4 At 6:37 P.M., MAYOR MAUGHAN DECLARED THE MEETING ADJOURNED.

5

6

7

8 \_\_\_\_\_  
Dave Maughan

9 Mayor

\_\_\_\_\_

Cassie Z. Brown, MMC  
City Recorder

10

11 Date approved: \_\_\_\_\_

Minutes of the Syracuse City Municipal Building Authority Special Meeting, June 10, 2025

Minutes of the Special Meeting of the Syracuse City Municipal Building Authority June 10, 2025, at 6:37 p.m., held in a hybrid in-person/electronic format via Zoom, meeting ID 898 6153 9397, in-person in the City Council Chambers at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

Present: Trustees: Jennifer Carver  
Brett Cragun  
Julie Robertson  
Paul Watson

***DRAFT***

Excused: Trustee Jordan Savage

President Dave Maughan  
City Manager Brody Bovero  
Administrative Services Director/City Recorder Cassie Z. Brown

City Employees Present:

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

1. Meeting Called to Order/Adopt Agenda.

President Maughan called the meeting to order at 6:37 p.m. as a special meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Trustee.

2. Public Hearing- Proposed Resolution MBA25-01 adopting the annual budget for the Fiscal Year 2025-2026 as required by section 17D-3-107, Utah Code Annotated, 1953.

A staff memo from the Assistant City Manager explained the City Council and Mayor are the acting board members for both the RDA and the MBA. Each is a separate legal entity, and each has a separate budget proposal to go along with the proposed resolutions. The RDA board oversees two RDA areas (town center and 750 West), the SR-193 EDA area, and the Antelope Drive CDA. There have not been any changes to these budgets since the tentative budget was approved on May 13, 2025.

President Maughan opened the public hearing at 6:37 p.m. There were no persons appearing to be heard and the public hearing was closed.

TRUSTEE ROBERTSON MADE A MOTION TO ADOPT RESOLUTION MBA24-01 ADOPTING THE ANNUAL BUDGET FOR THE FISCAL YEAR 2024-2025 AS REQUIRED BY SECTION 17C-1-601, UTAH CODE

Special MBA Meeting

June 10, 2025

ANNOTATED, 1953. TRUSTEE CRAGUN SECONDED THE MOTION; ALL VOTED AYE. Trustee Savage was not present when this vote was taken.

At 6:38 P.M. PRESIDENT MAUGHAN DECLARED THE MEETING ADJOURNED.

\_\_\_\_\_  
Dave Maughan  
President

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

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

Minutes of the Syracuse City Council Work Session Meeting June 24, 2025

Minutes of the City Council Work Session of the Syracuse City Council, held on June 24, 2025 at 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 884 8064 7345, in-person in the City Council Conference Room at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

Present: Councilmembers: Jennifer Carver  
Jordan Savage  
Brett Cragun  
Julie Robertson  
Paul Watson  
Mayor Dave Maughan  
City Manager Brody Bovero  
Deputy City Recorder Marisa Graham

***DRAFT***

City Employees Present:  
Assistant City Manager Stephen Marshall  
City Attorney Colin Winchester  
Fire Chief Aaron Byington  
Police Chief Garret Atkin  
Assistant Police Chief Alex Davis  
Kresta Robinson Parks and Recreation Director  
Public Works Director Robert Whiteley  
Community and Economic Development Director Noah Steele  
Communications Specialist Kara Finley

The purpose of the Work Session was to receive public comments.; review 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).; review of City Land Rental/Lease Policies.; review request for consideration of lease of City property for a mobile food operation operated by Amanda and Michael Hildebrand.; continued discussion regarding proposed amendments to Syracuse Municipal Code Section 11.20 pertaining to enforcement of parking regulations on State-owned properties.; discussion regarding consideration of proposed Cooperative Agreement with UDOT regarding ownership, maintenance, and operations of the park and ride lots along the West Davis Corridor (WDC).; continued discussion of Cooperative Agreement with UDOT for maintenance of trail and associated lighting along the West Davis Corridor.; discussion regarding consideration of proposed Master Landscape Maintenance Agreement with UDOT for maintenance of landscaping on the West Davis Corridor.; review Interlocal agreement for participation in the North Davis Metro SWAT Team.; discuss proposal to award municipal electric work contract to V.K. Electric, Inc.; review and discuss responses to Request for Proposal (RFP) for design of roundabout located at approximately 3000 West 1900 South.; review proposed amendments to the Syracuse City Fee Schedule pertaining to noise ordinance violation fee and park and trail violation fee.; and discussion regarding proposed surplus property declaration.

**Public comments**

Mike Hildebrand spoke to item C3 on the agenda, thanking the Mayor and Council for allowing his wife Amanda and himself to be on the agenda and taking time to read their proposal.

**Planning item C1: 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)**

A staff memo from Administration explained that the Mayor has requested to review the zones in which Accessory Dwelling Units (ADUs) 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: Agriculture (A-1), Residential (R-1), (R-2), (R-3) and Residential Planned Communities (RPC) (on lot sizes greater than 5,600 sf). The City Council discussed amending the RPC zone by increasing the minimum square footage required for an ADU from 5,600 to 6,000. The Planning Commission discussed the item during their June 3, 2025 meeting. They also held a public hearing and discussed further on June 17, 2025. The Planning Commission felt it was important to also visit the parking requirements for units in relation to on-street and tandem parking. All land use-related text amendments are required to receive a recommendation from the 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.

CED Director Steele reviewed the staff memo and stated that the Planning Commission reviewed this item and added a recommendation pertaining to parking, they are recommending requiring units to have dedicated parking. The Council and CED Director briefly discussed the parking requirements for ADUs, and Mr. Steele indicated the parking stall requirements do not apply to basement apartments currently. The Council felt comfortable with the proposed changes.

The Mayor concluded that this item would move forward to the July 8 business meeting where the Council can take action on this item.

**Planning item C2: Review of City Land Rental/Lease Policies**

A staff memo from Administration explained that 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 from 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. 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 'noncity- 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



1 city staff have to clean. Oftentimes, they run a loud generator, fill up the park's trash cans, or compete for recreation program  
2 parking spaces. At other times, they need additional electrical upgrades, so the generator does not need to run. When certain  
3 spaces are rented like the city hall, many times the rental is after hours, spurring staff to have to work overtime since the renter  
4 cannot be left alone in the building unattended. In the past, the City has entered into lease agreements with firework vendors,  
5 allowed harvest host in the museum parking lot (which ordinance says camping in a city park is permitted with a fee, but there  
6 is no fee listed in the consolidated fee schedule), rented to snow cone vendors in various parking lots, council chambers to  
7 HOA meetings, and food trucks in others. This is in addition to special events like Heritage Days and the Farmers Market. In  
8 some circumstances, a vendor has rented the same spot from the city for many years without a competitive bid process. In other  
9 cases, similar vendor requests are rejected. Administration has done its best to apply the policies and ordinances in place,  
10 however, at times it is unclear what parameters should be used for allowing or disallowing these sorts of lease/rental agreements.  
11 An informal phone survey of surrounding cities revealed that Syracuse City is the only city of those surveyed that rents city  
12 land to outside vendors (not including special events). The cities included in the survey were: Kaysville City, Farmington City,  
13 Layton City, Bountiful City, West Point City, and Clearfield City. The City collected \$2,125 in concessionaire park rental fees  
14 in fiscal year 2024-2025. Not renting the spaces would result in a loss of that revenue, but would simplify City operations, keep  
15 private business private, and public spaces public. It is requested for the Council to consider this situation and decide if the City  
16 should amend its leasing policies, amend the consolidated fee schedule, remove some city owned spaces from rental availability,  
17 or propose other policies not yet considered.

18 The Mayor and CED Director Steele reviewed the staff memo and explained the City's current policies for both park  
19 land rentals and City land leases. Parks and Recreation Director Robinson explained when an applicant is looking at renting  
20 space in a park or in a parking lot, staff will look at the programs going on and determine if it is safe to have a business at that  
21 location. She noted she would not approve a rental in the museum parking lot because this would require additional parking lot  
22 maintenance by her Department and the Public Works Department.

23 The Mayor and CED Director facilitated a high-level discussion among the Council that centered around allowing  
24 annual leases for City land, increasing the fees to be at market rate, identifying areas within the City that could allow for a  
25 business to lease, and if these potential spaces would be put out to bid when the lease ends. The Council agreed on changing  
26 the policies to allow for annual leases, increasing the fees at a market rate, and identifying areas in the City this would be  
27 allowed. The Council briefly discussed how an annual lease could affect snow plowing in the winter for Public Works and they  
28 recommended having the company maintain their own parking spaces and removing snow for their customers.

The Mayor concluded that he sensed a general direction on this item and stated staff will prepare these changes for the Council to review at the July 22 work session.

**Planning item C3: Request for consideration of lease of City property  
for a mobile food operation operated by Amanda and Michael  
Hildebrand**

A staff memo from the Community and Economic Development (CED) Director explained that 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. 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, they 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 an hour take down before and after those business hours. 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 the 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 the 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.

The Mayor reviewed the staff memo and stated the applicant is requesting to operate a mobile coffee shop at the museum and asked the Council if an annual lease was something they would like to consider.

Councilmember Watson asked if the museum has any control over the parking, to which the Mayor answered their parking area is shared with Centennial Park and is identified as City property not belonging solely to the museum.

Parks and Recreation Director Robinson stated that the park will not have restrooms open year-round and the applicant would need to supply a portable restroom.

Councilmember Cragun requested more information about the potential net income generated for the City if the lease were granted. He asked if this would disincentivize permanent business coming into the City, and what the liability exposure to the City would be.

Mayor Maughan stated the applicant indicated they were unable to reach the owners of private business parking lots; if the Council does not want to allow the lease, he wondered if they would like staff to help the applicant make contact with other private property owners. The Council showed support for asking staff to assist in making contact with private business owners, as well as identifying areas in the City that may be suitable for this type of operation as mentioned in the previous discussion.

The Mayor concluded that staff would revise the policies relating to private use of City owned land have that ready at the next work session. The Mayor indicated that the Council is open to the idea of this proposal once the policies are worked out.

**Utah Department of Transportation (UDOT) item D1: Continued**  
**discussion - proposed amendments to Syracuse Municipal Code**  
**Section 11.20 pertaining to enforcement of parking regulations on**  
**State-owned properties; and**  
**Utah Department of Transportation (UDOT) item D2: Consideration of**  
**proposed Cooperative Agreement with UDOT regarding ownership,**  
**maintenance, and operations of the park and ride lots along West**  
**Davis Corridor (WDC)**

A staff memo from the City Attorney explained that 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

1 become “public property” for purposes of the parking ordinance. The proposed ordinance also broadly defines the term  
2 “vehicle” for purposes of the parking ordinance. The proposed ordinance includes a few dozen grammatical improvements,  
3 clarifications, etc.

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

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

9 The City will maintain, at its own cost, the following:

- 10 • Snow removal
- 11 • Landscaping and weed control up to UDOT’s fence
- 12 • Electrical service and maintenance of light poles and fixtures (with optional camera installation)
- 13 • Trash removal and litter control (may include garbage bins)
- 14 • Signage, striping, and asphalt surface repair
- 15 • Trailhead upkeep
- 16 • Police services

17 Failure to maintain the facilities within 30 days of UDOT notice may result in UDOT performing the work and billing  
18 the City.

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

20 Accepts responsibility:

- 21 • Constructed the Park and Ride lots in accordance with approved plans
- 22 • Will notify the City at least 48 hours in advance of performing any work near City facilities
- 23 • Grants access to the City for future maintenance via permit (per Utah Admin. Code R930-7), with certain  
24 exceptions (e.g., landscaping behind curbs, work outside of WDC right-of-way)
  - 25 ○ No permit is required for certain low-impact maintenance activities

#### 26 **Additional Provisions**

- 27 1. If Syracuse City obtains ownership of the real property on which the park and ride lots are constructed, some  
28 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

The Mayor reviewed the staff memos and indicated it makes sense to discuss both of the agenda items together; he explained that the City contacted UDOT and indicated a desire to own the properties it is being asked to maintained. UDOT has agreed it would be appropriate for the City to own the property and is working on appropriate real estate documents to make that transaction happen.

Councilmember Savage asked if these lots had to be used as park and ride lots and if this could be an optional site for commercial leases. City Manager Bovero answered by saying yes, the primary use has to be for park-and-ride lots because UDOT will include a clause about that in the agreement, however the City could allow for a mobile business to operate on the lots in the future.

Councilmember Carver asked if the Syracuse City Police or Utah Highway Patrol would handle enforcement in the parking areas. Mr. Bovero stated that regardless of ownership, Syracuse City Police would handle Police related issues.

The Mayor explained to the Council another thing to consider is that if UDOT owns the park and ride lots they can reach an agreement with Utah Transit Authority (UTA) that does not involve the City but if the City owned the park-and-ride lots UTA would have to work with the City. Councilmember Savage indicated he would like to add UTA bus stops to these park and ride lots and asked if a representative of UTA could be invited to a future Council meeting. The Mayor stated that he can look into having someone from UTA join a future City Council meeting.

Councilmember Cragun inquired as to the cost of maintaining the park and ride lots. City Manager Bovero stated that an estimated cost could be included in the packet for the Council to review before the next business meeting. Councilmember Cragun also wanted information on whether additional staffing will be required when the City takes over these lots and suggested the Council start looking into how additional staffing will be addressed.

The Mayor concluded that he sensed a general consensus and both items D1 and D2 and action items will be included on a future business meeting agenda.

**Utah Department of Transportation (UDOT) item D3: Continued**

**discussion – Cooperative Agreement with UDOT for maintenance of  
trail and associated lighting along the West Davis Corridor.**

A staff memo from Administration explained 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**

**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.

**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 notifying the City at least 48 hours in advance of any work affecting City facilities.

**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**

**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.

**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.

**Cross Street Responsibilities:**

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

**Work Inspection and Acceptance:**

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

**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.

City Manager Bovero reviewed the staff memo and explained the trail along the highway was an existing Syracuse City trail that UDOT destroyed and rebuilt as part of the WDC project. He explained the decision point for the Council relates to the new portion of the trail on Antelope Drive and whether the City should maintain the trail or require adjacent property owners to maintain it. He facilitated a high-level discussion with the Council that centered around the different maintenance requirements of maintaining the trails and looking into the costs of maintaining the trails.

Councilmember Cragun stated the City needs to investigate what the cost to maintain the trails will be and what the cost of either additional staffing or outsourcing labor.

The Mayor concluded that information on cost could be included in the packet for a future meeting and stated this item will move forward to the next business meeting.

**Utah Department of Transportation (UDOT) item D4: Consideration of proposed Master Landscape Maintenance Agreement with UDOT for maintenance of landscaping on West Davis Corridor**

A staff memo from Administration summarized 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**

**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.

**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**

**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
  - Remedying hazardous conditions

**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.

**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.

City Manager Bovero reviewed the staff memo and explained the City Council has already passed a resolution committing to maintaining the landscaping improvements and UDOT has asked the City for a formal maintenance agreement. There was a brief discussion and ultimately the Council showed support for this item and the Mayor indicated that this item would move forward to the July 8 business meeting for finalization.

**Agreements/contracting issues E1: Interlocal agreement for participation in the North Davis Metro SWAT Team.**

A staff memo from the City Attorney Winchester explained that 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).

Police Chief Atkin reviewed the staff memo and explained that the City has been part of the North Davis Metro SWAT team for many years. He explained that the City does not have its own SWAT team and recommended that the City continue to participate in this agreement in order to have access to resources and SWAT service. Prior to becoming a party to the interlocal agreement, the City assigned an officer to be a member of the SWAT team. However, currently the City contributes financially to the SWAT program rather than staffing a position. He indicated he is hopeful he will be able to hire a new officer that can be trained and assigned to the SWAT team next year.

The Council expressed support for the agreement and the Mayor concluded that this item would move forward to the July 8 business meeting for the Council to take action.

**Agreements/contracting issues E2: Proposal to award municipal electric work contract to V.K. Electric, Inc**

A staff memo from the Public Works Director explained the City's 2020 contract for street light installation and electric work expires July 16, 2025. The proposal is to execute a new two-year contract, with optional renewal periods that would allow for extension of the agreement up to a ten-year maximum. A Request for Proposal was advertised on May 28, 2025 and bids were due on June 16, 2025; the low bidder was V.K. Electric, Inc.

Public Works Director Whiteley reviewed his staff memo. The Council showed support for this contract and the Mayor indicated this item will move forward to the next business meeting for a vote.

**Agreements/contracting issues E3: Review and discussion of responses to Request for Proposal (RFP) for design of roundabout located at approximately 3000 West 1900 South.**

A staff memo from the City Manager explained a request for proposal (RFP) was published for the 3000 West roundabout design project; this is a 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 RFP closed on Friday June 20 at 11:00 a.m. and the City received three bids from Bluline Designs/Demiurge, Sean Orlando, and Sijia Chen Studio. Based on the criteria stated in the RFP, staff recommend the bid from Blu Line and Demiurge LLC. They were the only team with a local connection and the only team that the City has any experience with. They represent a strong history of similar projects in scale and actual fabrication with Demiurge having built similar original artwork before. They also represent the most complete proposal. If the project is approved, work will begin this summer, and completion is expected by November 2025.

The Mayor reviewed the staff memo and briefly reviewed the bid submissions; he and staff are recommending awarding the project to Bluline Designs/Demiurge. The Council showed support for moving forward with the contract and the Mayor stated the Council can take action on this item at the next business meeting.

**Proposed amendments to the Syracuse City Fee Schedule pertaining to noise ordinance violation fee and park and trail violation fee**

A staff memo from the Assistant City Manager explained that 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.] The City could use the fee of \$100.00 per incident for the 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. The City could use the fee of \$100.00 per incident for the noncompliance fee found in our fee schedule or we can set a separate fee for noise violations.

Assistant City Manager Marshall explained this is a continued discussion from the May work session meeting; Administration is looking for direction from the Council to set a fee for both noise ordinance violations as well as parks and trails violations. He facilitated discussion among the Council regarding appropriate fee levels, which centered around setting a first offense fine and then escalating fees per offense. The Council suggested the initial fine should be \$100, with \$100 increases

for each occurrence, capped at \$500 for the parks and trail violations. For the noise ordinance violation, the Council suggested an initial fine of \$100 and increases of \$250 for each additional occurrence, capped at \$1,000.

The Mayor concluded that the proposed amendments to the fee schedule will move forward to the July 8 business meeting for the Council to vote on.

**Discussion regarding proposed surplus property declaration**

A staff memo from the Assistant City Manager explained this item was discussed with the City Council at the budget retreat. Administration recommends surplus a portable stage purchased in 2025; this 20-year-old model has been discontinued for parts and supplies, meaning replacement 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. The other items are Christmas wooden gingerbread cutouts, which are nearly 30 years old. They are made of plywood that was not seal coated and they are severely weathered with wood flaking apart. Wooden parts and hardware have broken apart.

The Assistant City Manager Marshall reviewed the staff memo and explained the Council previously discussed the possibility of placing the portable stage and wooden gingerbread cutouts for surplus during the budget retreat. The Council briefly discussed this item and felt comfortable with placing these items for surplus. The Mayor indicated this item will move forward to the next business meeting for a vote.

The meeting adjourned at 7:36 p.m.

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Dave Maughan  
Mayor

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Cassie Z. Brown, MMC  
City Recorder

Date approved:



# COUNCIL AGENDA

## July 8, 2025

### Agenda Item “5a”      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.

#### ***Action Items***

Determine whether to award the Municipal Electrical Work contract to VK Electric Inc.

**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

## SYRACUSE CITY CORPORATION REQUEST FOR PROPOSAL

Please include this sheet as the cover for your proposal.

On the outside of sealed envelopes, mark proposals as follows: **Municipal Electrical Work**

Email, Mail, or Hand Deliver to: Syracuse City Public Works  
3061 South 2400 West  
Syracuse, UT 84075  
rcw@syracuseut.gov

Proposals will be accepted until: Monday June 16, 2025 at 11:00 A.M. MDT

**Description of services:** This proposal includes electrical contractor services to install street lights and perform other municipal electrical work for Syracuse City on an as-needed basis over a twenty-four month period having four potential twenty-four month renewal options to extend provided the city and the contractor mutually agree to exercise the renewals. Street light installations will include new installations of contractor provided streetlights for subdivision developments and existing deficient areas as well as replacements of those that become damaged. Although basic maintenance of existing streetlights is not a primary part of this scope, there may be occasions when the city may require that expertise.

\*\*\*\*\*

Company Name: VK Electric Inc  
Address: 2057 W 1800 N Clinton, UT 84015  
Telephone: 801-528-6002 Email: vkelectricinc@gmail.com  
Specify Services Provided: Street lighting new installs, maintenance and any electrical needs.  
Proposal Price: (use Proposal Price Forms considering rates for the next 24 months) \_\_\_\_\_  
Time Period of Services: Anticipated to begin July 2025 after contract is awarded and continue for 24 months. \_\_\_\_\_  
Payment Terms: Net 30  
Proposal Honored Through: June 16, 2027 to be renegotiated in writing upon price increases on equipment/materials  
Contact Person: Shane King Telephone: 801-940-6908  
Anticipated Begin Contract Period: 6-16-25  
Anticipated Initial Response Time for emergencies: We will respond with-in the hour  
Anticipated Mobilization: (N/A) We will mobilize as soon as possible once we receive the call.  
Addendums acknowledged (if applicable) Yes we acknowledge addendum #1  
Additional Comments (attach additional sheets if necessary): Lighting supplier will only hold pricing for 4 months and will inform us of any price increases.

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

Authorized Signature: Shane King Date: 6/15/2025  
2025.06.15 14:42:49 -06'00'

*Shane King*

*SK* Page 6 of 14

**Municipal Electrical Work**  
**ADDENDUM #1**

The following changes and clarifications are included.

The contract can be drafted with a provision related to the industry market index for electricity materials (such as copper and steel).

Replace all four pages of the Proposal Price Form with the form included here.

**Please acknowledge this addendum #1 by including a signature and date on this sheet and submitting this sheet with the bid**

Shane King  
**Signature** 2025.06.15 14:39:23 -06'00'

*Shane King*



**Date** 6/15/2025

## PROPOSAL PRICE FORM (1 of 4)

### Street Light Replacement (Equipment, parts, & labor)

Includes full removal of existing and replacement

|                            |                                              |
|----------------------------|----------------------------------------------|
| <b>Arterial Streets</b>    | LED<br>400W                                  |
| Cobra 40' Black Steel Pole | \$6,945.45 does not include base replacement |
| Cobra 30' Black Steel Pole | \$5,783.28 does not include base replacement |

|                               |                                              |
|-------------------------------|----------------------------------------------|
| <b>Main/Collector Streets</b> | LED<br>100W                                  |
| Cobra 30' Wood Pole           | \$2,265.00                                   |
| Cobra 30' Steel Pole          | \$5,783.28 does not include base replacement |
| Taft 12' Aluminum Pole        | \$2,950.23 does not include base replacement |

|                         |                                              |
|-------------------------|----------------------------------------------|
| <b>Roundabouts</b>      | LED<br>200W                                  |
| Teardrop 21' Steel Pole | \$6,618.62 does not include base replacement |

|                      |                                              |
|----------------------|----------------------------------------------|
| <b>Local Streets</b> | LED<br>55W                                   |
| Taft 12' Pole        | \$2,950.23 does not include base replacement |

|                                                                       |            |          |
|-----------------------------------------------------------------------|------------|----------|
| Cobra Head only                                                       | \$1,056.05 | Each     |
| Taft Head only                                                        | \$2,138.02 | Each     |
| Teardrop Head only                                                    | \$2,860.19 |          |
| Town and Country head only                                            | \$1,549.77 | Each     |
| 6' galvanized arm on wood pole                                        | \$652.40   | Each     |
| 16' black steel arm on black steel pole                               | \$2,889.75 |          |
| Banner arm                                                            | \$759.00   | Each     |
| Overhead Wire Replacement                                             | \$45.00    | per Foot |
| Buried Wire Replacement                                               | \$13.50    | per Foot |
| Concrete Base (complete parts, material, labor) for 21' Teardrop pole | \$2,260.00 | Each     |
| Concrete Base (complete parts, material, labor) for 30' cobra pole    | \$2600.00  | Each     |

Tear drop Retro    \$1,645.00    Tear drop arm & arm fitter \$2,104.45

## PROPOSAL PRICE FORM (2 of 4)

### Street Light Maintenance

#### LABOR

Please complete all spaces with an hourly rate for time and materials labor that have applicable positions that could potentially perform maintenance. Any positions listed that do not apply, please indicate with "N/A". Please fill in the blank for any positions that may not be listed.

|                                 | Hourly<br>Rate |                  | Hourly Rate |
|---------------------------------|----------------|------------------|-------------|
| Master Electrician              | 85             | Electrician      | 80          |
| Journeyman                      | 80             | Apprentice       | 75          |
| Journeyman Lineman              | 125            | Helper           | 70          |
| Street Light Maintenance Worker | 80             | Qualified Worker | 60          |
| Utility Worker                  | 70             |                  |             |

Minimum Time Increment for Labor: 60 minutes

#### EQUIPMENT

Please complete all spaces with an hourly rate for equipment that that could be used to potentially perform maintenance. Any equipment listed that do not apply, please indicate with "N/A". Please fill in the blank for any equipment that may not be listed.

|                | Hourly Rate |           | Hourly Rate |
|----------------|-------------|-----------|-------------|
| Bucket Truck   | 27.50       | Trencher  | 28.75       |
| Line Truck     | 33.50       | Flat Bed  | 24.50       |
| Boring Machine | 250.00      | Vac Truck | 300.00      |
| Trailer        | 8.50        | mini ex   | 58.50       |
|                |             |           |             |

Minimum Time Increment for Equipment: 60 minutes

EMERGENCY CALL-OUT \$95.00

AFTER HOURS 1.5 Times per hour rate

HOLIDAYS AND SUNDAYS 2 Times per hour rate



## PROPOSAL PRICE FORM (3 of 4)

### Street Light New Install (Equipment, parts, & labor)

#### Main/ Collector Streets

LED  
100W

Cobra 30' Pole

\$9,439.33 Includes base

Taft 12' Pole

\$5,362.11 Includes Base

Cobra Head and 6' Arm on Existing Pole

\$1,487.60

New 30' Wood Pole with Cobra Head Attached  
(Used only if directed by City)

\$3,797.64 includes base

Brighta 260 Pro solar cobra (Used only if  
directed by City)

\$9,410.00 include base

#### Roundabouts

LED  
200W

Teardrop 21' Pole with banner arms

\$11,595.60 includes base

#### Local Streets

LED  
55W

Taft 12' Pole

\$5,362.11 includes base

Buried Wiring and conduit

\$13.50

per Foot

Overhead Wiring and conduit

\$45.00

per Foot

## PROPOSAL PRICE FORM (4 of 4)

### Other Municipal Electrical Work

#### LABOR

Please complete all spaces with an hourly rate for time and materials labor that have applicable positions that could potentially perform maintenance. Any positions listed that do not apply, please indicate with "N/A". Please fill in the blank for any positions that may not be listed.

|                                 | Hourly<br>Rate |                  | Hourly<br>Rate |
|---------------------------------|----------------|------------------|----------------|
| Master Electrician              | 85             | Electrician      | 80             |
| Journeyman                      | 80             | Apprentice       | 75             |
| Journeyman Lineman              | 125            | Helper           | 70             |
| Street Light Maintenance Worker | 80             | Qualified Worker | 60             |
| Utility Worker                  | 70             |                  |                |

Minimum Time Increment for Labor: 60 minutes

Parts and materials are cost plus 15%

EMERGENCY CALL-OUT \$95.00

AFTER HOURS 1.5 Times Per Hourly Rate

HOLIDAYS AND SUNDAYS 2 Times Per Hourly Rate





# COUNCIL AGENDA

July 8, 2025

## Agenda Item #5.b

Award contract for 3000 West roundabout design and construction to Blu Line Design / Demiurge.

### *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.

### *Action Items*

- Consider awarding the art design for 3000 west roundabout including construction to Blu Line Design / Demiurge.



# COUNCIL AGENDA

July 8, 2025

Submitted by Colin Winchester

## **Agenda Item “5.c”      RES 25-29 – 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).
- *After the Council reviewed and discussed the proposed agreement and bylaws on June 24, Davis County made some additional non-substantive changes and added a few new paragraphs dealing with insurance and indemnification and distribution of assets in the unlikely event that the SWAT Team ceases operations. I have reviewed those changes and find them to be appropriate.*

### ***Discussion Goals***

Discuss and vote whether to approve the Resolution authorizing the Mayor to execute the interlocal cooperation agreement.

**RESOLUTION 25-29**  
**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. All monies

remaining in the operating fund at the time of termination of this Agreement shall be distributed proportionally based on contribution amount among the Parties to this Agreement who remain Parties at the time of the termination of this Agreement. All property purchased with operating fund monies shall be joint property of the Parties to this Agreement. Upon the sale of any such property, the proceeds of such sale shall be placed into the operating fund. Upon the termination of this Agreement, such property shall be either distributed proportionally based on the contribution amount among the Parties to this Agreement who remain Parties at the time of the termination of this Agreement or sold, with the proceeds of such sale(s) being distributed proportionally based upon the contribution amount among the Parties to this Agreement who remain Parties at the time of the termination of this Agreement. Any purchase that exceeds \$7,500 and has not been previously budgeted for requires approval by the Executive Board. This requirement of Executive Board approval 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 Party shall maintain insurance as required by law for its employees and property
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.
- a. The Parties each agree to indemnify any and hold harmless all other Parties for any decision regarding membership of the SWAT Team.
  - b. The Parties each 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.
  - c. The Parties each agree that each Party shall indemnify and hold harmless the other Parties, including each of their officials, employees, agents, and representatives (collectively, the Indemnified Parties"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, that are incurred by one or more of the Indemnified Parties (collectively, "Losses"), and any cost or expense incurred by one or more of the Indemnified Parties in defending a matter relating to one or more Losses (e.g. court filing fees, court costs, dispute resolutions costs, witness fees, professional fees and attorney fees) (collectively, "Resolution Expenses") (Losses and Resolution Expenses together mean "Indemnifiable Losses") relating to the negligent, reckless, or willful acts or omissions of the Party or the Party's SWAT Team member(s), except to the extent that one or more of the Indemnified Parties caused those Indemnifiable Losses.
  - d. A Party's compliance with any provision of this Agreement or law to obtain or maintain insurance shall not waive or limit a Party's obligations under Section 15 of this Agreement. The rights and obligations of the Parties set forth in Section 15 of this Agreement will survive the termination of this Agreement.
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

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

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

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

ATTEST:

\_\_\_\_\_  
Davis County Clerk

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

July 8, 2025

## Agenda Item #6

Proposed Resolution appointing Kelly Nielson to the Planning Commission.

### *Factual Summation*

- Any questions regarding this agenda item may be directed at Mayor Maughan.
- Mayor Maughan accepted a letter of resignation from Planning Commissioner Dennis Johnson on June 1; he advertised the position opening and interviewed interested candidates and is recommending the appointment of Kelly Nielson to complete Mr. Johnson's term, which expires June 2026.
- Please find the attached resolution to formalize the proposed appointments.

## **RESOLUTION R25-30**

### **A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING KELLY NIELSON TO THE SYRACUSE CITY PLANNING COMMISSION.**

**WHEREAS** title 3 of the Syracuse City Code provides for the establishment of a Planning Commission in Syracuse; and

**WHEREAS** Section 3.10.010 of the Syracuse City Code calls for the Mayor to appoint members to the Planning Commission with the advice and consent of the City Council; and

**WHEREAS** Section 3.10.020 of the Syracuse City Code dictates that each member of the Planning Commission shall serve for a term of four years, and until his successor is appointed; and

**WHEREAS** Dennis Johnson resigned from the Planning Commission and the Mayor has recommended the appointment of Kelly Nielson to fill the vacancy and complete his term.

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

**Section 1. Appointment.**

- Kelly Nielson is appointed as a member of the Syracuse City Planning Commission, term expiring June 30, 2026.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8<sup>th</sup> DAY OF JULY, 2025.**

**SYRACUSE CITY**

ATTEST:

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

By: \_\_\_\_\_  
Dave Maughan, Mayor





# COUNCIL AGENDA

July 8, 2025

## Agenda item #7      **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. City Council reviewed the item on 6/24/25 and did not have any additional comments.

### *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*

**ORDINANCE 25-30**  
**AN ORDINANCE AMENDING SYRACUSE MUNICIPAL CODE SECTION 10.82.030 (C) and**  
**10.30.020 (E) (18) RELATING TO ACCESSORY DWELLING UNITS**

**WHEREAS**, the Planning Commission discussed the proposed amendments on June 17, 2025, and forwarded a recommendation to approve the amendments to the City Council; and

**WHEREAS**, the Planning Commission held a property-noticed public hearing regarding the proposed amendments on June 17, 2025; and

**WHEREAS**, the City Council, having reviewed the Planning Commission's recommendation, finds that the proposed amendments are appropriate and in the best interest of the City;

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

**Section 1.** Syracuse Municipal Code 10.82.030 (C) and 10.30.020 (E) (18) is hereby amended to read as follows.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS  
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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### **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 –<br>6,999 | SFD-3,500 –<br>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

July 8, 2025

## Agenda Item #8

**Proposed Resolution R25-31**, amending the Syracuse City Consolidated Fee Schedule pertaining to noise ordinance violation fee, park and trail violation fee, and working without a permit fee.

### *Factual Summation*

- Any question regarding this agenda item may be directed at Assistant City Manager, Stephen Marshall.
- **In recent months, there have been an increase in instances of work being performed without the required permits. Currently, the fine for such violations is \$100. We propose increasing this fine to \$500 for the first offense, and \$1,000 for any subsequent offense. This change is intended to encourage contractors to obtain proper permits before beginning any work.**
- 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.]

The council decided on the following sliding fee schedule:

First Offense - \$100  
Second Offense - \$250  
Third Offense - \$500  
Fourth Offense - \$750  
All additional Offenses - \$1000

- 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.

The council decided on the following sliding fee schedule:

First Offense - \$100  
Second Offense - \$200  
Third Offense - \$300  
Fourth Offense - \$400  
All additional Offenses - \$500

***Action Items***

- Determine whether to approve a resolution adjusting the consolidated fee schedule for noise violation, park and trails violations, and working without a permit violation.



**RESOLUTION NO. R25-31**

**A RESOLUTION OF THE SYRACUSE CITY COUNCIL UPDATING AND AMENDING THE SYRACUSE CITY CONSOLIDATED FEE SCHEDULE BY MAKING TO NOISE VIOLATIONS, PARK AND TRAIL VIOLATIONS, AND WORKING WITHOUT A PERMIT VIOLATION.**

**WHEREAS**, Syracuse City Staff has reviewed and analyzed the fees charged by the City for various services, permits and procedures and has recommended various changes to such fees as more particularly provided in the attached consolidated Syracuse City Fee Schedule; and

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

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

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

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

**Section 3. Effective Date.** The effective date of all these changes shall become effective immediately except for utility rate changes that will become effective immediately upon issuance.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8<sup>th</sup> DAY OF JULY 2025.**

**SYRACUSE CITY**

ATTEST:

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

By: \_\_\_\_\_  
Dave Maughan, Mayor

# 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 |

| 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>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                                                  |                      |                               |                      |                            |
| 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          |                                                        |                      |                               |                      |                            |

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

|                                                                                                               |                            |                           |                              |
|---------------------------------------------------------------------------------------------------------------|----------------------------|---------------------------|------------------------------|
| <b>Commercial Business</b>                                                                                    |                            |                           |                              |
| < 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                           |
| <b>Sexually Oriented Business (SOB)</b>                                                                       |                            |                           |                              |
| 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                           |
| <b>Alcoholic Beverages</b>                                                                                    |                            |                           |                              |
| 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                           |
| <b>Late Payment Fees</b>                                                                                      |                            |                           |                              |
| 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 Occurrence    |                           |                              |
| 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     |                           |                              |
| <b>Bond (Refundable)</b>                                                                                      |                            |                           |                              |
| 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>                                                                     |                            |                           |                              |
| Floodplain Permit Fee                                                                                         | \$100.00                   | Per application           |                              |
| Compliance Observation                                                                                        | \$150.00                   | Per occurrence            |                              |
| Compliance Verification                                                                                       | \$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)*

| 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>Basic Fees</b>                |                  |                            |                      |                               |                      |                            |
| 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 Base Fee | Proposed Additional Fee | Base Fee Increase        | Additional Fee 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                                            | \$500.00         | 1st Incident                                  |                   | \$1,000.00              | each additional incident |                                         |
| 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                       |                                         |
| Noise Ordinance Violation                                                                       |                  |                                               |                   |                         |                          |                                         |
| 1st Offense                                                                                     | \$100.00         | 1st incident                                  |                   |                         |                          |                                         |
| 2nd Offense                                                                                     | \$250.00         | 2nd incident                                  |                   |                         |                          |                                         |
| 3rd Offense                                                                                     | \$500.00         | 3rd incident                                  |                   |                         |                          |                                         |
| 4th Offense                                                                                     | \$750.00         | 4th incident                                  |                   |                         |                          |                                         |
| 5th Offense                                                                                     | \$1,000.00       | Each Additional incident                      |                   |                         |                          |                                         |
| Park and Trail Violations                                                                       |                  |                                               |                   |                         |                          |                                         |
| 1st Offense                                                                                     | \$100.00         | 1st incident                                  |                   |                         |                          |                                         |
| 2nd Offense                                                                                     | \$200.00         | 2nd incident                                  |                   |                         |                          |                                         |
| 3rd Offense                                                                                     | \$300.00         | 3rd incident                                  |                   |                         |                          |                                         |
| 4th Offense                                                                                     | \$400.00         | 4th incident                                  |                   |                         |                          |                                         |
| 5th Offense                                                                                     | \$500.00         | Each Additional incident                      |                   |                         |                          |                                         |
| 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 |

**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

July 8, 2025

## Agenda Item #9

Surplus Property Declaration for gingerbread cutouts and stage.

### *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.

### *Action item:*

*Consider approval of surplus of property for the stage and gingerbread cutouts.*



# COUNCIL AGENDA

## July 8, 2025

### Agenda Item #10

### 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

### ***Estimated Maintenance Costs***

Below is an outline of the estimated annual costs for the maintenance of the aesthetic improvements at the Antelope Drive and 2000 West off ramps:

#### **Annualized Maintenance of Gateway Improvements**

##### 2000 /West Davis Highway

1. Weed Control: Staff time with maintenance
2. Trash/Litter Control: Staff time
3. Sign Maintenance/Repair: Staff time and maintenance
4. Graffiti/Vandalism Repair: Staff time and maintenance
5. Landscaping/Irrigation Maintenance: Staff time and maintenance

Total: 3- 5 hours per week

##### 3000 West/West Davis Highway

1. Weed Control: Staff time with maintenance
2. Trash/Litter Control: Staff time
3. Sign Maintenance/Repair: Staff time and maintenance
4. Graffiti/Vandalism Repair: Staff time and maintenance
5. Landscaping/Irrigation Maintenance: Staff time and maintenance
6. Total: 3 –5 hours per week

Combined Total: 6 – 10 hours per week plus costs of maintenance. Approximately \$10,000 to \$20,000 per year.

### ***Action Item***

Vote on Resolution 25-33 whether to authorize the Mayor to execute the Master Landscape Agreement with UDOT.



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:**

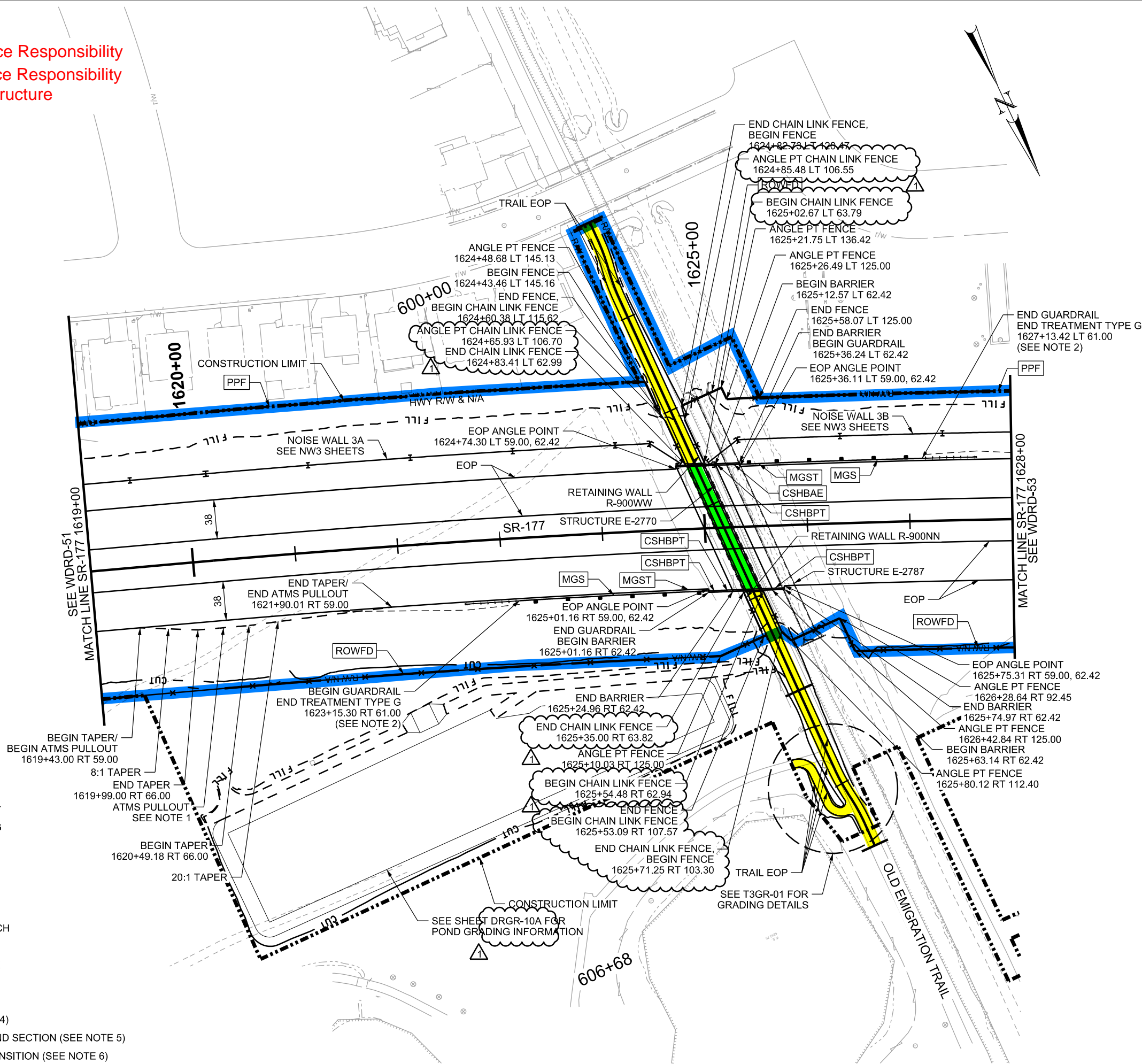
**UDOT COMPTROLLER'S OFFICE**

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

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

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





1. 6 INCH THICK COMPACTED ROAD BASE WITH 5% MAX CROSS SLOPE.
2. SEE WD3DT-01 FOR CRASH CUSHION GRADING ELEVATIONS & SLOPES.
3. FENCE AND MAINTENANCE ACCESS GATES NEAR CULVERT ENDS SHALL BE APPROVED BY UDOT AND DAVIS COUNTY AFTER COMPLETING A SITE VISIT FOLLOWING CULVERT CONSTRUCTION AND CHANNEL GRADING.
4. SEE UDOT 2017 SUPPLEMENTAL STANDARD DRAWING BA 4B2 FOR DETAILS.
5. SEE UDOT 2017 STANDARD DRAWING BA 3K1 FOR DETAILS.
6. SEE UDOT 2017 STANDARD DRAWING BA 3K3 FOR DETAILS.

|        |                                                              |
|--------|--------------------------------------------------------------|
| CSHB   | CAST-IN-PLACE SLOPE HALF BARRIER - 42 INCH                   |
| ROWFD  | RIGHT-OF-WAY FENCE TYPE D                                    |
| CDF6   | CONCRETE DRIVEWAY FLARED, 6 INCH THICK                       |
| MGS    | W-BEAM GUARDRAIL - 31 INCH                                   |
| PPF    | PROTECT IN PLACE FENCE                                       |
| MGST   | W-BEAM GUARDRAIL TRANSITION (SEE NOTE 4)                     |
| CSHBAE | CAST-IN-PLACE HALF BARRIER APPROACH END SECTION (SEE NOTE 5) |
| CSHBPT | CAST-IN-PLACE HALF BARRIER PARAPET TRANSITION (SEE NOTE 6)   |

| REVISIONS |      |             |                                                                    |  |
|-----------|------|-------------|--------------------------------------------------------------------|--|
| NO        | DATE | APPROVED BY | REMARKS                                                            |  |
| 0         | 10/1 | EZ          | DCN 115 - JENSEN PARK FENCE CALLOUTS<br>SEG 3 MAINLINE & TRAIL RFC |  |
| 1         | 3/18 | EZ          |                                                                    |  |
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Wilson & Company, Inc.

CD 100/220)

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SHEET NO. WDRD-52

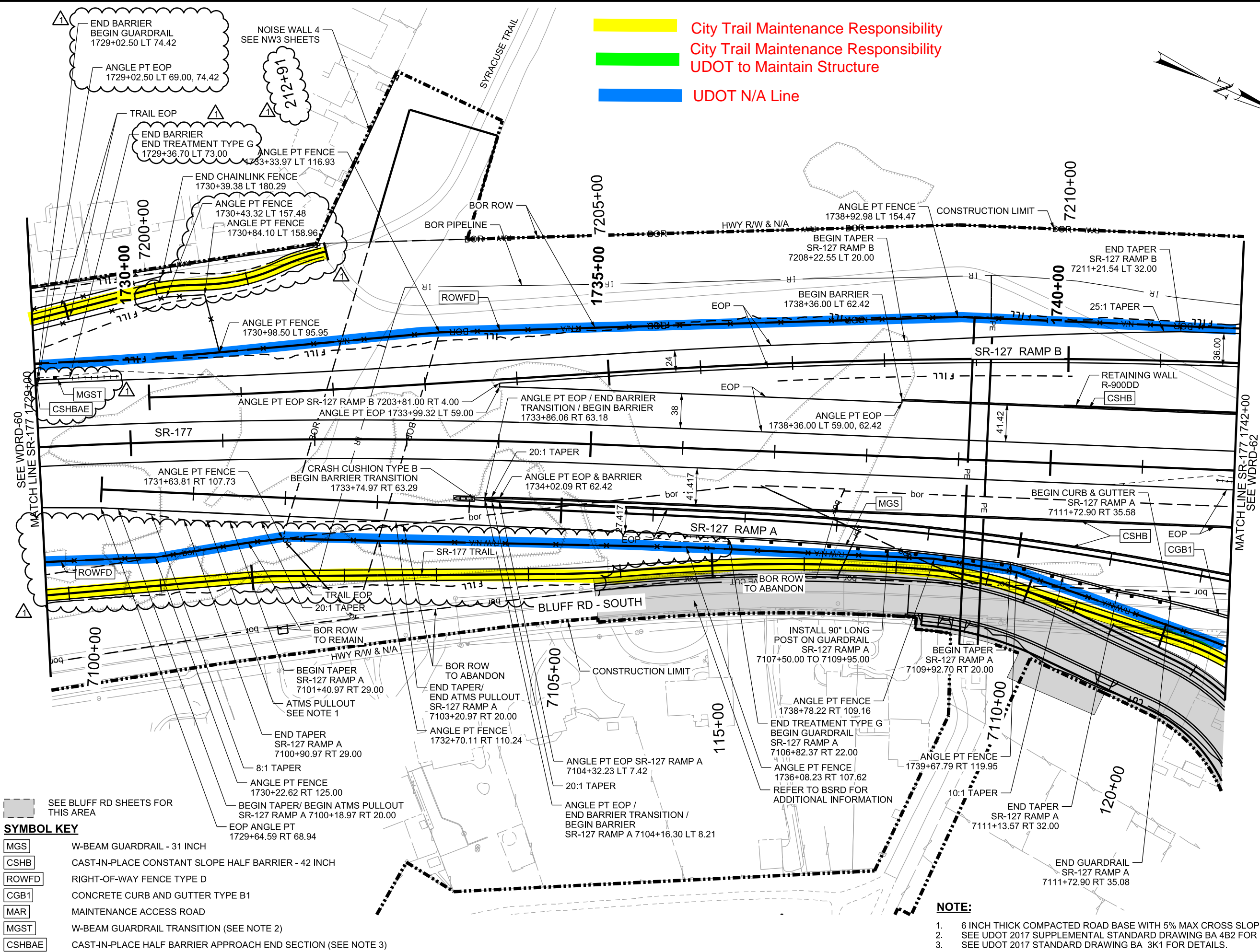








3/14/2022 F:\Work\Drawings\10551\25919\_24\1268\_WDRD-61.dgn



SEE BLUFF RD SHEETS FOR THIS AREA

**SYMBOL KEY**

|        |                                                              |
|--------|--------------------------------------------------------------|
| MGS    | W-BEAM GUARDRAIL - 31 INCH                                   |
| CSHB   | CAST-IN-PLACE CONSTANT SLOPE HALF BARRIER - 42 INCH          |
| ROWFD  | RIGHT-OF-WAY FENCE TYPE D                                    |
| CGB1   | CONCRETE CURB AND GUTTER TYPE B1                             |
| MAR    | MAINTENANCE ACCESS ROAD                                      |
| MGST   | W-BEAM GUARDRAIL TRANSITION (SEE NOTE 2)                     |
| CSHBAE | CAST-IN-PLACE HALF BARRIER APPROACH END SECTION (SEE NOTE 3) |

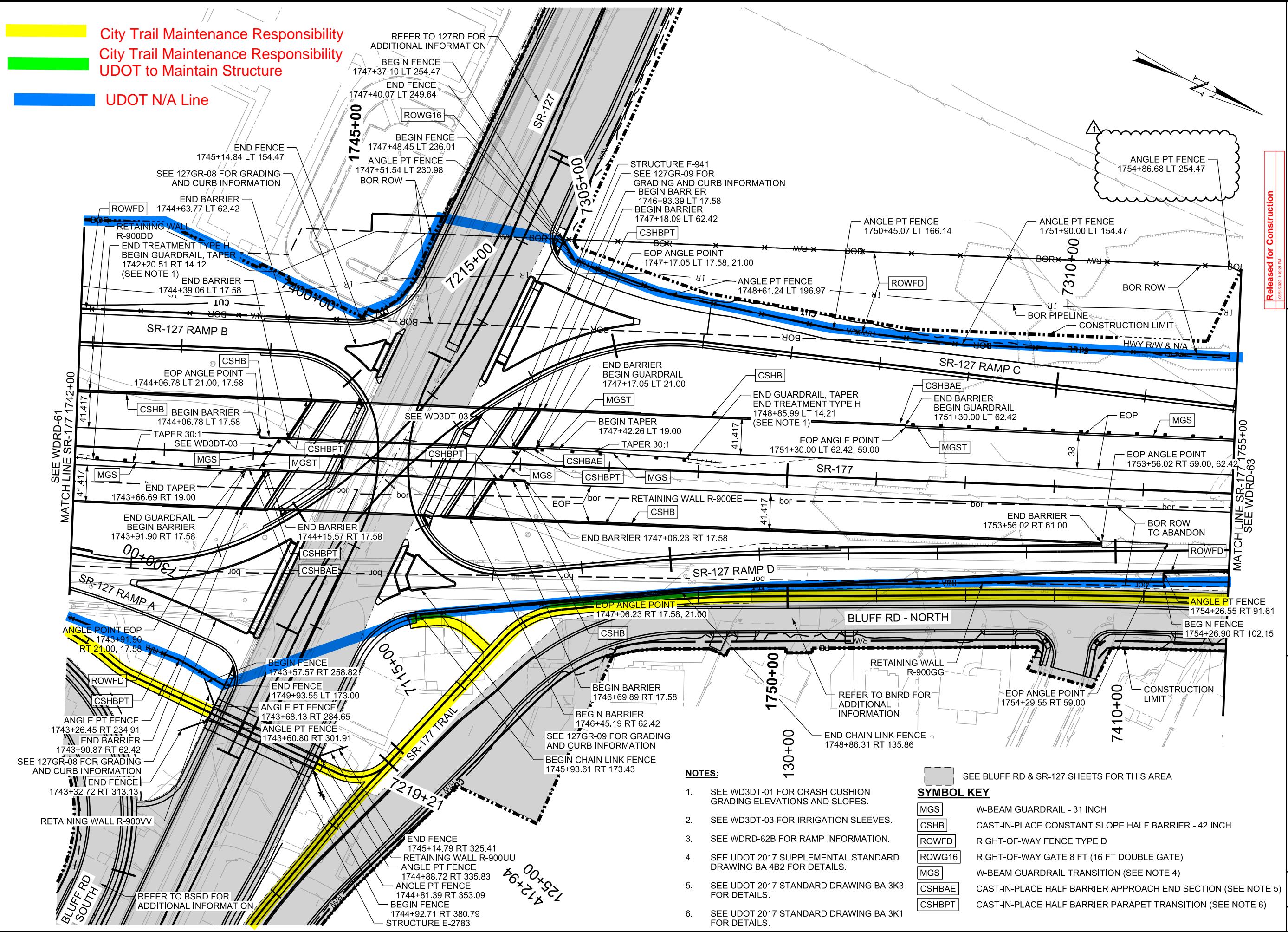
**NOTE:**

- 6 INCH THICK COMPACTED ROAD BASE WITH 5% MAX CROSS SLOPE.
- SEE UDOT 2017 SUPPLEMENTAL STANDARD DRAWING BA 4B2 FOR DETAILS.
- SEE UDOT 2017 STANDARD DRAWING BA 3K1 FOR DETAILS.

Released for Construction

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|----------------|--|-----------------------------------|--|
| SHEET NO.      |  | WDRD-61                           |  |
| PROJECT        |  | SR-177, WEST DAVIS HWY;           |  |
| PROJECT NUMBER |  | I-15 & SR-67 TO SR-193            |  |
|                |  | SR-199(229)                       |  |
|                |  | PIN 11268                         |  |
|                |  | ROADWAY                           |  |
|                |  | APPROVED                          |  |
|                |  | 3/18/2022                         |  |
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|                |  | DRS                               |  |
|                |  | UTAH DEPARTMENT OF TRANSPORTATION |  |
|                |  | Wilson & Company, Inc.            |  |
|                |  | REVISIONS                         |  |
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| PROJECT        |  | SR-177, WEST DAVIS HWY;<br>I-15 & SR-67 TO SR-193 |  | UTAH DEPARTMENT OF TRANSPORTATION<br>Wilson & Company, Inc. |  |          |  |                                                                                       |  |           |  |               |  |     |  |  |  |  |  |                                                               |  | REVISIONS |  |
| PROJECT NUMBER |  | SR-199(229)                                       |  | PIN 11268                                                   |  | APPROVED |  |  |  | 3/18/2022 |  | DRAWN BY      |  | DRS |  |  |  |  |  |                                                               |  |           |  |
|                |  | ROADWAY                                           |  |                                                             |  |          |  |                                                                                       |  | DATE      |  | QC CHECKED BY |  | SCB |  |  |  |  |  | DCN 111 - CURB AT PARKING LOTS:<br>SEG 3 MAINLINE & TRAIL RFC |  |           |  |
|                |  |                                                   |  |                                                             |  |          |  |                                                                                       |  |           |  |               |  |     |  |  |  |  |  | REMARKS                                                       |  |           |  |
|                |  |                                                   |  |                                                             |  |          |  |                                                                                       |  |           |  |               |  |     |  |  |  |  |  | APPROVED BY                                                   |  |           |  |
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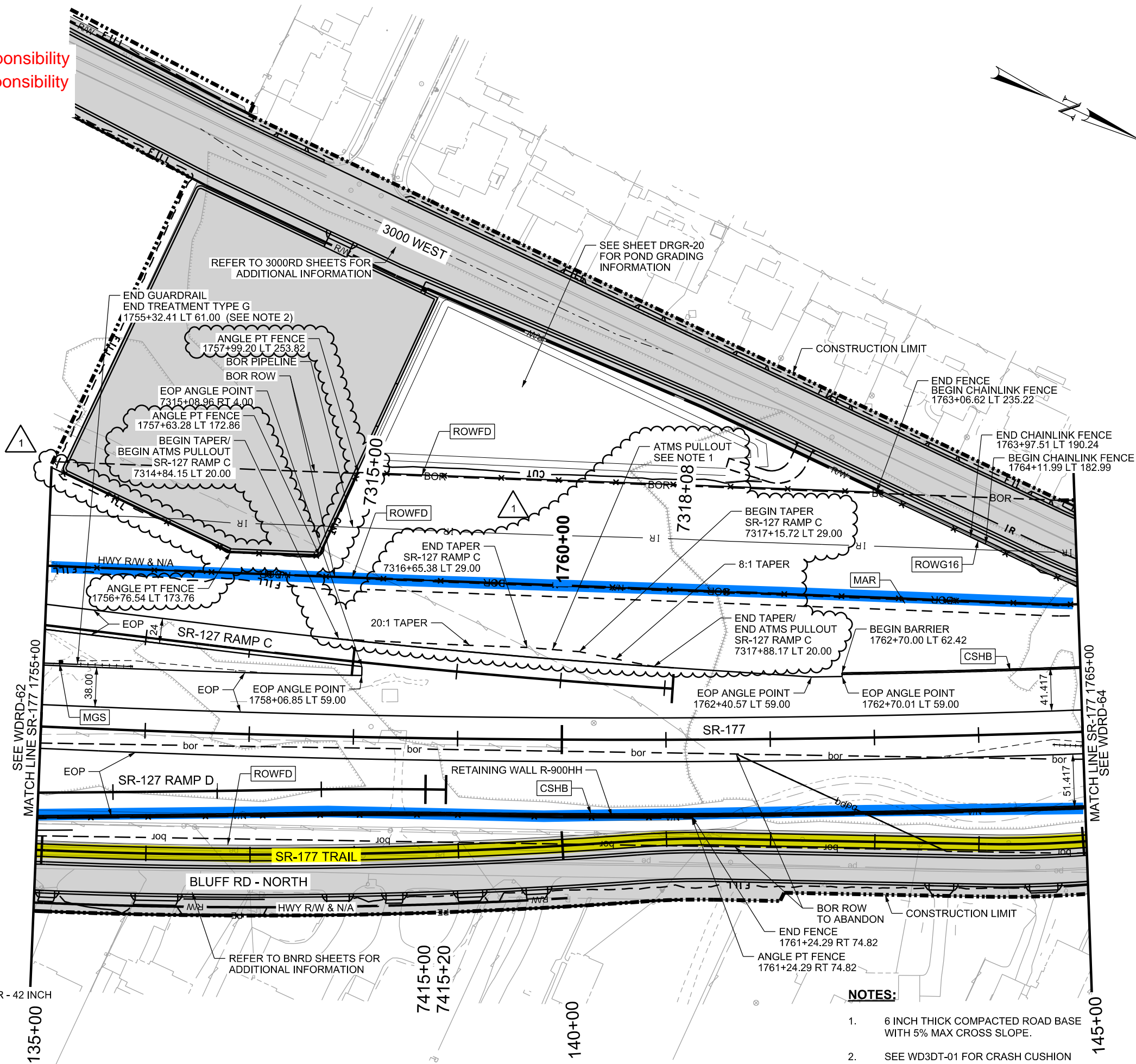
3/21/2022 p:\1\p\int\h\m\h\g\Design\Build\Documents\Northwest Division\65799 UDOT West Davis Corridor\12 Design Postward\CAD\Streets\Roadway\Segment 3\WDRD-63.dgn

- UDOT N/A Line
- City Trail Maintenance Responsibility
- City Trail Maintenance Responsibility
- UDOT to Maintain Structure

SEE BLUFF RD & 3000 W SHEETS FOR THIS AREA

SYMBOL KEY

- MGS W-BEAM GUARDRAIL - 31 INCH
- CSHB CAST-IN-PLACE CONSTANT SLOPE HALF BARRIER - 42 INCH
- ROWFD RIGHT-OF-WAY FENCE TYPE D
- ROWG16 RIGHT-OF-WAY GATE 8 FT (16 FT DOUBLE GATE)
- MAR MAINTENANCE ACCESS ROAD



NOTES:

- 6 INCH THICK COMPACTED ROAD BASE WITH 5% MAX CROSS SLOPE.
- SEE WD3DT-01 FOR CRASH CUSHION GRADING ELEVATIONS AND SLOPES.

Released for Construction

|                                                   |  |                |  |                                                             |  |       |  |          |  |          |  |            |  |           |  |      |  |             |  |                                                         |  |  |  |
|---------------------------------------------------|--|----------------|--|-------------------------------------------------------------|--|-------|--|----------|--|----------|--|------------|--|-----------|--|------|--|-------------|--|---------------------------------------------------------|--|--|--|
| SR-177, WEST DAVIS HWY;<br>I-15 & SR-67 TO SR-193 |  | PROJECT        |  | UTAH DEPARTMENT OF TRANSPORTATION<br>Wilson & Company, Inc. |  |       |  |          |  |          |  |            |  | REVISIONS |  |      |  |             |  |                                                         |  |  |  |
| SR-199(229)                                       |  | PROJECT NUMBER |  | PIN                                                         |  | 11268 |  | APPROVED |  | DRAWN BY |  | DRS        |  | 1         |  | 3/18 |  | EZ          |  | DCN 111&115 - CUBR AT PARKING LOTS & ATMS POLE LOCATION |  |  |  |
| ROADWAY                                           |  |                |  |                                                             |  |       |  |          |  | OC       |  | CHECKED BY |  | 3/18/2022 |  | 10/1 |  | EZ          |  | SEG 3 MAINLINE & TRAIL RFC                              |  |  |  |
|                                                   |  |                |  |                                                             |  |       |  |          |  | DATE     |  | SCB        |  | NO.       |  | DATE |  | APPROVED BY |  | REMARKS                                                 |  |  |  |
|                                                   |  |                |  |                                                             |  |       |  |          |  |          |  |            |  |           |  |      |  |             |  |                                                         |  |  |  |
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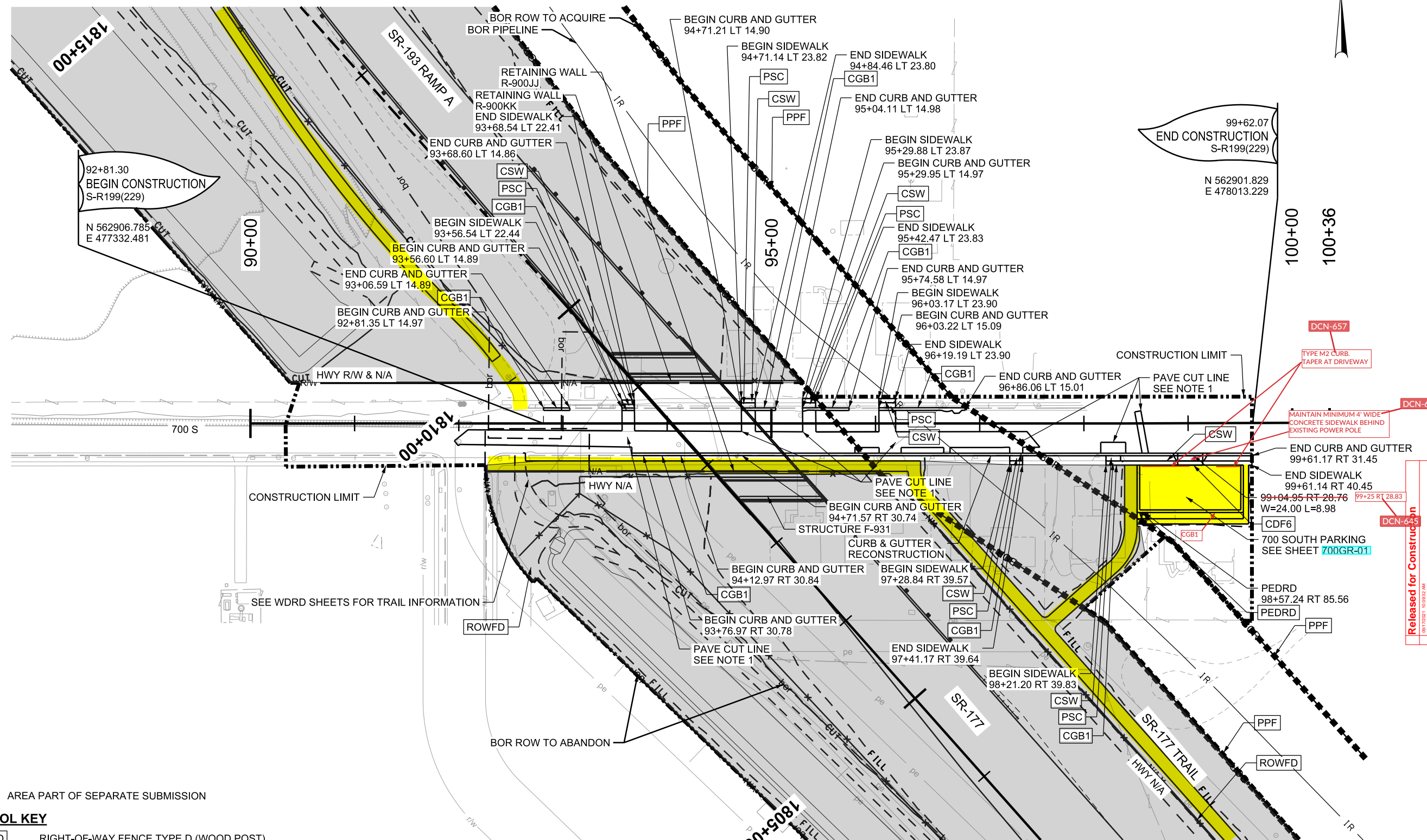








 UDOT N/A Line  
 City Trail Maintenance Responsibility  
 City Trail Maintenance Responsibility  
 UDOT to Maintain Structure



AREA PART OF SEPARATE SUBMISSION

### SYMBOL KEY

- |       |                                         |
|-------|-----------------------------------------|
| ROWFD | RIGHT-OF-WAY FENCE TYPE D (WOOD POST)   |
| CGB1  | CONCRETE CURB AND GUTTER TYPE B1        |
| CSW   | CONCRETE SIDEWALK                       |
| CDF6  | CONCRETE DRIVEWAY FLARED, 6 INCH THICK  |
| PSC   | PARKSTRIP STAMPED CONCRETE              |
| PEDRD | DIRECTIONAL PEDESTRIAN ACCESS RAMP      |
| PPF   | PROTECT IN PLACE FENCE INSTALLED BY BOR |

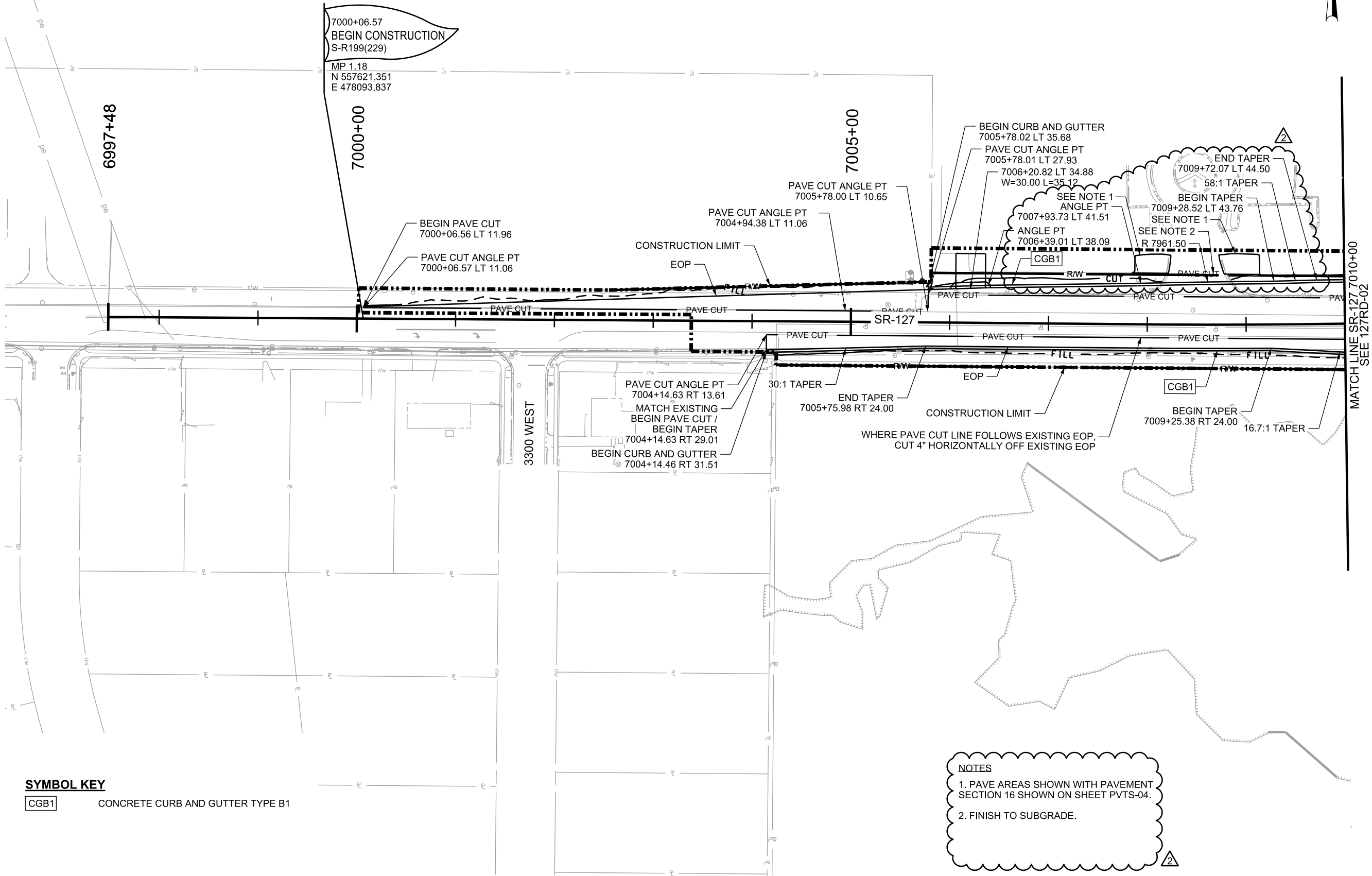
NOTES:

1.THE PAVE CUT LINES SHOWN ARE FOR REMOVAL OF UTILITIES. THE LIMITS OF THE PAVEMENT REMOVAL, CURB & GUTTER, AND SIDEWALK MAY BE ADJUSTED AS NEEDED.

|                                          |                         |  |     |                         |  |  |
|------------------------------------------|-------------------------|--|-----|-------------------------|--|--|
| SHEET NO.                                | 700RD-01                |  |     |                         |  |  |
| PROJECT                                  | SR-177, WEST DAVIS HWY; |  |     |                         |  |  |
|                                          | I-15 & SR-67 TO SR-193  |  |     |                         |  |  |
| PROJECT NUMBER                           | SR-199(229)             |  | PIN | 11268                   |  |  |
|                                          |                         |  |     | ROADWAY                 |  |  |
| <b>UTAH DEPARTMENT OF TRANSPORTATION</b> |                         |  |     | APPROVED _____          |  |  |
| Wilson & Company, Inc.                   |                         |  |     | DRAWN BY _____          |  |  |
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- UDOT N/A Line
- City Trail Maintenance Responsibility
- City Trail Maintenance Responsibility
- UDOT to Maintain Structure



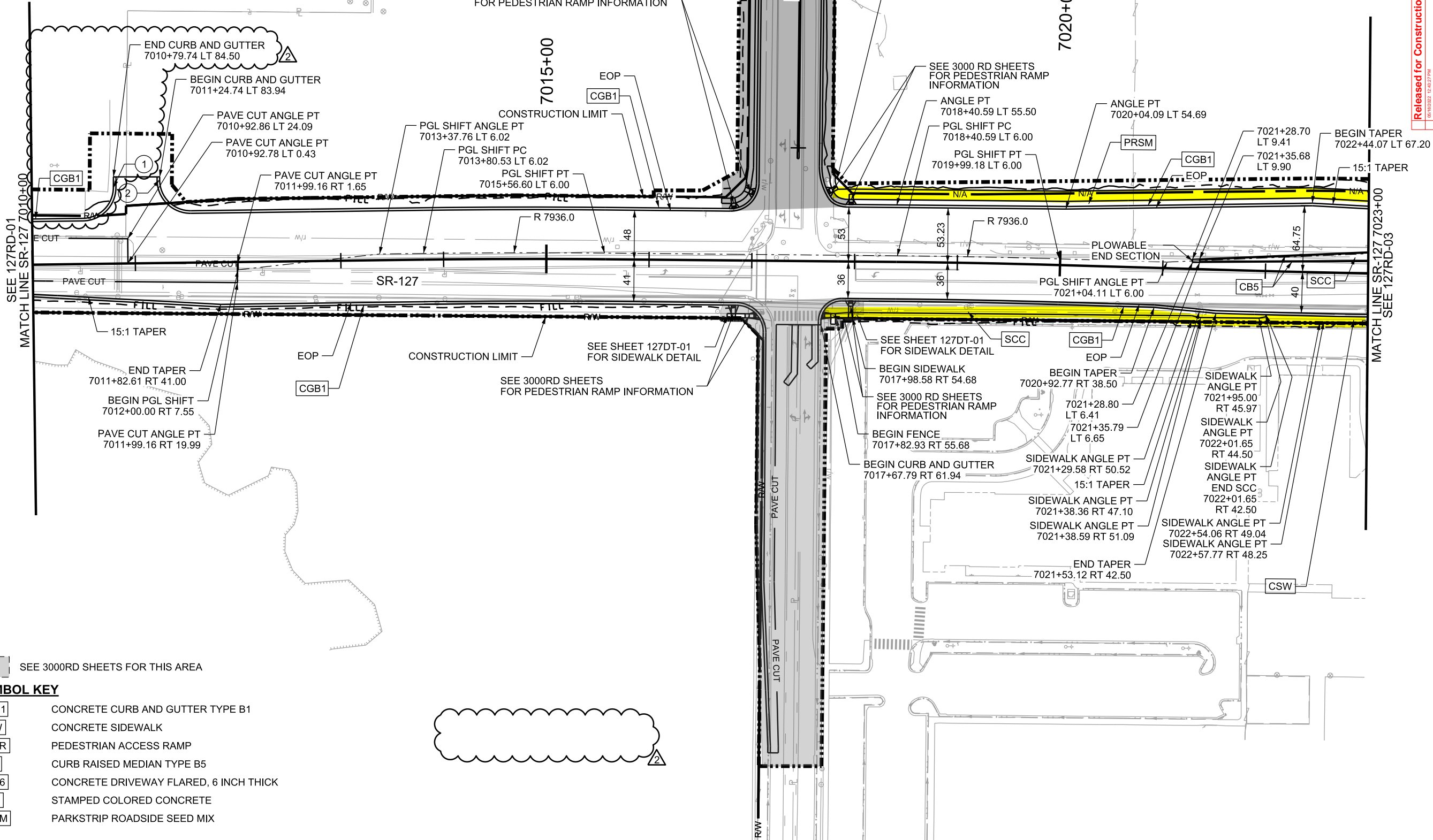
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| PROJECT                              |  | SR-177, WEST DAVIS HWY;<br>I-15 & SR-67 TO SR-193 |  | SHEET NO.  |  | 127RD-01    |  |
| PROJECT NUMBER                       |  | SR-199(229)                                       |  | PIN        |  | 11268       |  |
| ROADWAY                              |  | SR-199(229)                                       |  | DATE       |  | 5/10/2022   |  |
| APPROVED                             |  | [Signature]                                       |  | QC         |  | E           |  |
| DRAWN BY                             |  | DRS                                               |  | CHECKED BY |  | E           |  |
| UTAH DEPARTMENT OF TRANSPORTATION    |  | Wilson & Company, Inc.                            |  | DATE       |  | 5/10/2022   |  |
| REVISIONS                            |  | NO.                                               |  | DATE       |  | APPROVED BY |  |
| 1                                    |  | 5/10                                              |  | 3/18       |  | EZ          |  |
| 2                                    |  | 5/10                                              |  | 3/18       |  | EZ          |  |
| DCN 181 - CURB RETURN AT GOLF COURSE |  | EZ                                                |  | RP         |  | NO.         |  |
| DCN 115 - REMOVE HATCHING            |  | EZ                                                |  | RP         |  | DATE        |  |
| SR-127 & BLUFF RD RFC                |  | 0                                                 |  | 10/22      |  | APPROVED BY |  |
| REMARKS                              |  | NO.                                               |  | DATE       |  | APPROVED BY |  |


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| CURB CURVE DATA |            |          |            |          |            |          |        |
|-----------------|------------|----------|------------|----------|------------|----------|--------|
| CURVE           | PC         |          | CC         |          | PT         |          | RADIUS |
|                 | STA        | OFF      | STA        | OFF      | STA        | OFF      |        |
| 1               | 7010+49.53 | LT 44.50 | 7010+49.53 | LT 74.50 | 7010+79.52 | LT 73.87 | 30.0   |
| 2               | 7011+24.68 | LT 81.15 | 7011+54.68 | LT 80.52 | 7011+54.68 | LT 50.52 | 30.0   |

- City Trail Maintenance Responsibility
- City Trail Maintenance Responsibility
- UDOT to Maintain Structure
- UDOT N/A Line

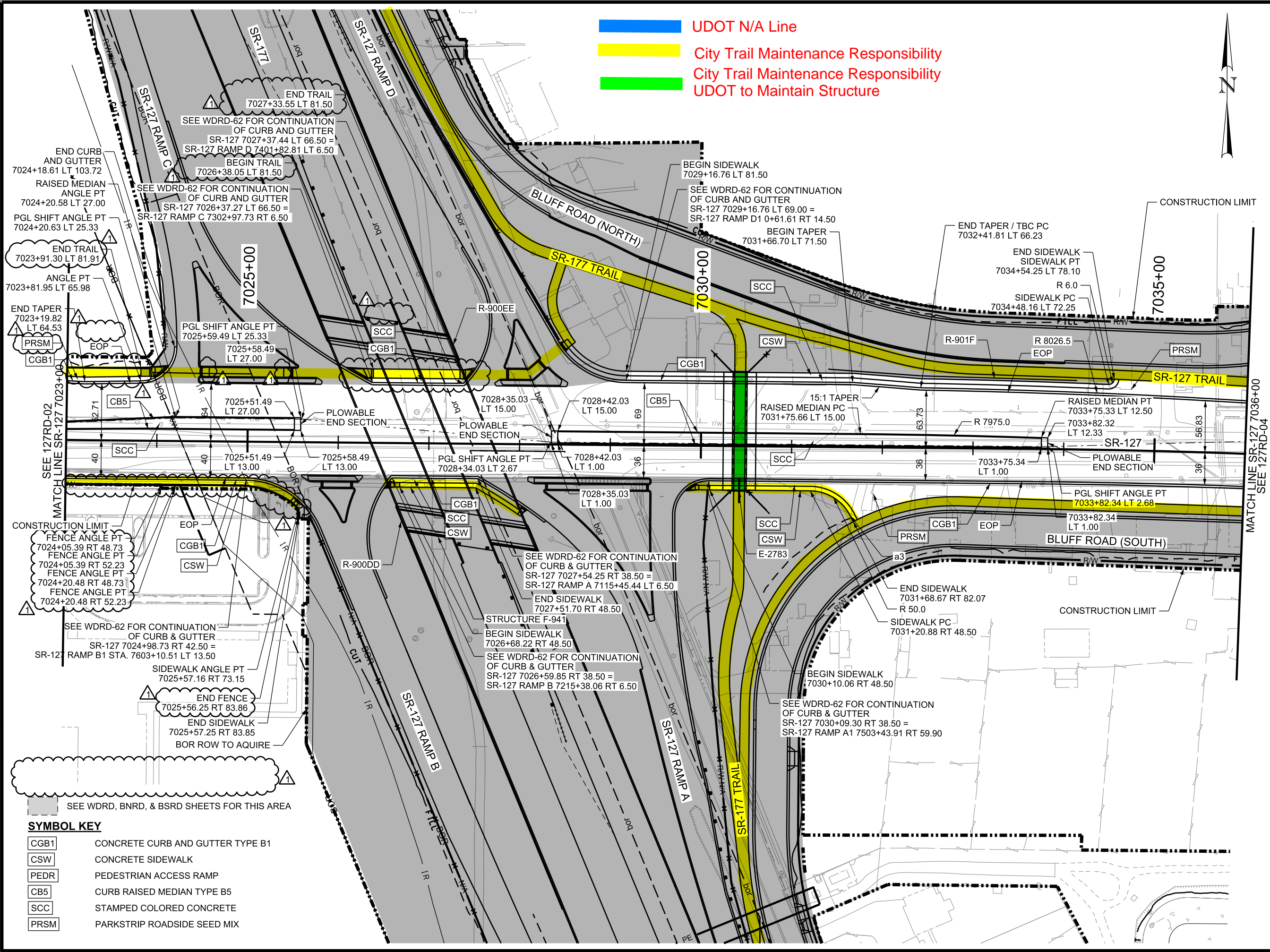


| SEE 3000RD SHEETS FOR THIS AREA |                                        |
|---------------------------------|----------------------------------------|
| SYMBOL KEY                      |                                        |
| CGB1                            | CONCRETE CURB AND GUTTER TYPE B1       |
| CSW                             | CONCRETE SIDEWALK                      |
| PEDR                            | PEDESTRIAN ACCESS RAMP                 |
| CB5                             | CURB RAISED MEDIAN TYPE B5             |
| CDF6                            | CONCRETE DRIVEWAY FLARED, 6 INCH THICK |
| SCC                             | STAMPED COLORED CONCRETE               |
| PRSM                            | PARKSTRIP ROADSIDE SEED MIX            |

|                    |                   |                                                   |     |                                                             |                                                                                                  |                              |     |
|--------------------|-------------------|---------------------------------------------------|-----|-------------------------------------------------------------|--------------------------------------------------------------------------------------------------|------------------------------|-----|
| SHEET NO. 127RD-02 |                   | SR-177, WEST DAVIS HWY;<br>I-15 & SR-67 TO SR-193 |     | UTAH DEPARTMENT OF TRANSPORTATION<br>Wilson & Company, Inc. |                                                                                                  | REVISIONS                    |     |
| PROJECT<br>NUMBER  | PROJECT<br>NUMBER | SR-199(229)                                       | PIN | 11268                                                       | APPROVED<br> | DRAWN BY<br>QC<br>CHECKED BY | DRS |
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| ROADWAY            |                   |                                                   |     |                                                             |                                                                                                  |                              |     |
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**SYMBOL KEY**

|      |                                  |
|------|----------------------------------|
| CGB1 | CONCRETE CURB AND GUTTER TYPE B1 |
| CSW  | CONCRETE SIDEWALK                |
| PEDR | PEDESTRIAN ACCESS RAMP           |
| CB5  | CURB RAISED MEDIAN TYPE B5       |
| SCC  | STAMPED COLORED CONCRETE         |
| PRSM | PARKSTRIP ROADSIDE SEED MIX      |

Released for Construction  
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|                                              |  |                        |  |               |  |
|----------------------------------------------|--|------------------------|--|---------------|--|
| PROJECT                                      |  | PROJECT NUMBER         |  | PROJECT NAME  |  |
| SR-177, WEST DAVIS HWY;                      |  | I-15 & SR-67 TO SR-193 |  | SR-199(229)   |  |
| APPROVED                                     |  | DRAWN BY               |  | QC CHECKED BY |  |
| Wilson & Company, Inc.                       |  | DRS                    |  | EZ            |  |
| DATE                                         |  | DATE                   |  | DATE          |  |
| 3/18/2022                                    |  | 3/18/2022              |  | 3/18/2022     |  |
| REVISIONS                                    |  | NO.                    |  | DATE          |  |
| 1                                            |  | 3/18                   |  | 10/22         |  |
| DCN 68 & 115 - SR127 SIDEWALK & SAA SIDEWALK |  | RP                     |  | APPROVED BY   |  |
| SR-127 & BLUFF RD RFC                        |  | 0                      |  | REMARKS       |  |
| SHEET NO.                                    |  | 127RD-03               |  |               |  |

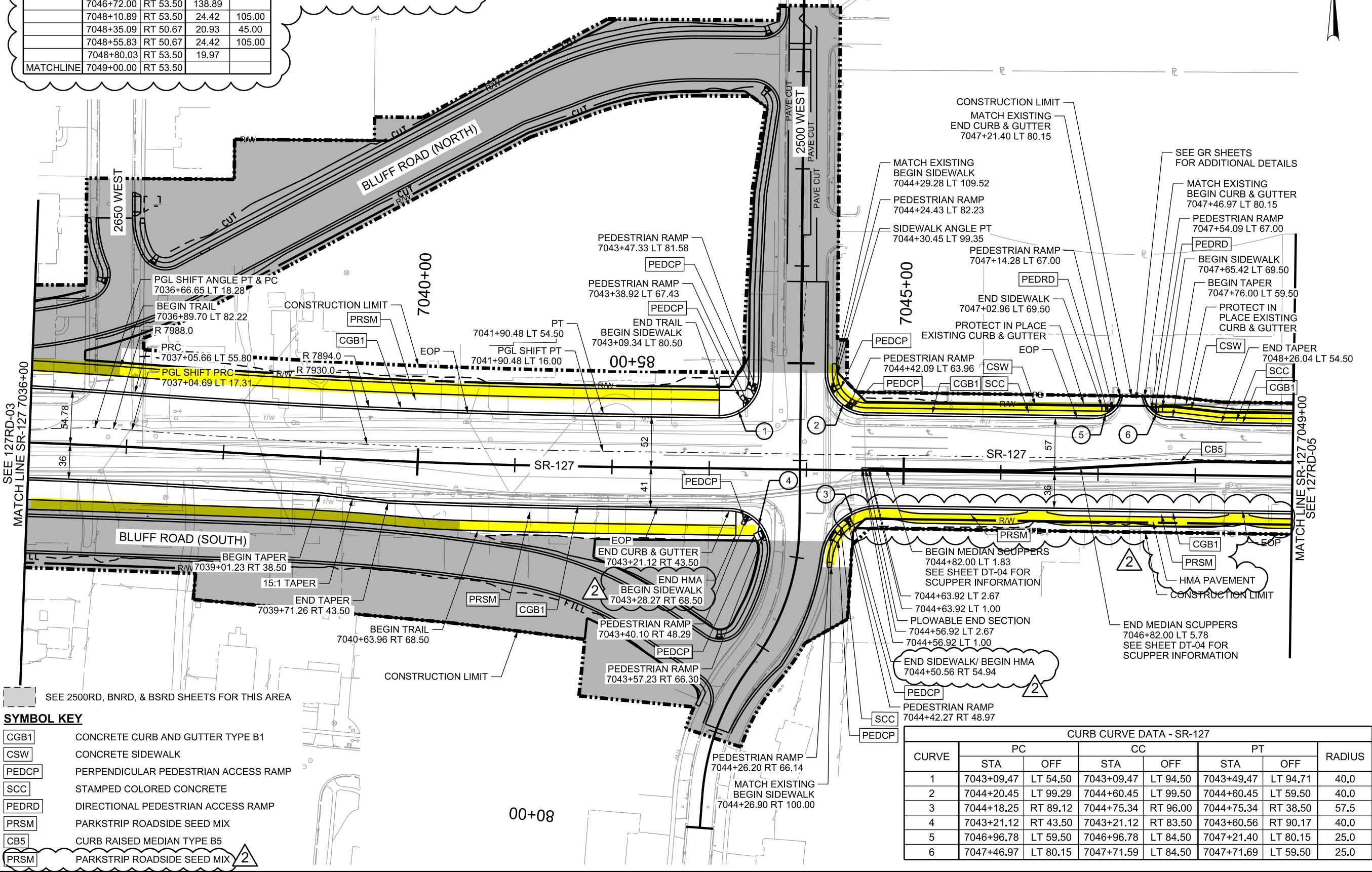


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| TRAIL - 2500W TO 2350W, SOUTH SIDE SR-127 |            |          |        |        | PARK STRIP<br>2500W TO 2350W, SOUTH SIDE SR-127 |            |          |
|-------------------------------------------|------------|----------|--------|--------|-------------------------------------------------|------------|----------|
|                                           | STA        | OFF      | LENGTH | RADIUS |                                                 | STA        | OFF      |
| BEGIN                                     | 7044+49.62 | RT 56.07 | 27.19  | 47.50  | BEGIN                                           | 7044+95.74 | RT 38.50 |
|                                           | 7044+75.34 | RT 48.50 | 21.29  | 95.00  | END                                             | 7046+27.94 | RT 38.50 |
|                                           | 7044+96.45 | RT 50.88 | 23.53  | 105.00 | BEGIN                                           | 7046+47.95 | RT 38.50 |
|                                           | 7045+19.78 | RT 53.50 | 84.11  |        | END                                             | 7048+34.82 | RT 38.50 |
|                                           | 7046+03.89 | RT 53.50 | 24.05  | 105.00 | BEGIN                                           | 7048+56.09 | RT 38.50 |
|                                           | 7046+27.73 | RT 50.76 | 20.61  | 45.00  | MATCHLINE                                       | 7049+00.00 | RT 43.50 |
|                                           | 7046+48.16 | RT 50.76 | 24.05  | 105.00 |                                                 |            |          |
|                                           | 7046+72.00 | RT 53.50 | 138.89 |        |                                                 |            |          |
|                                           | 7048+10.89 | RT 53.50 | 24.42  | 105.00 |                                                 |            |          |
|                                           | 7048+35.09 | RT 50.67 | 20.93  | 45.00  |                                                 |            |          |
|                                           | 7048+55.83 | RT 50.67 | 24.42  | 105.00 |                                                 |            |          |
|                                           | 7048+80.03 | RT 53.50 | 19.97  |        |                                                 |            |          |
| MATCHLINE                                 | 7049+00.00 | RT 53.50 |        |        |                                                 |            |          |

L6+68

- UDOT N/A Line
- City Trail Maintenance Responsibility
- City Trail Maintenance Responsibility
- UDOT to Maintain Structure



SEE 2500RD, BNRD, & BSRD SHEETS FOR THIS AREA

SYMBOL KEY

- CGB1 CONCRETE CURB AND GUTTER TYPE B1
- CSW CONCRETE SIDEWALK
- PEDCP PERPENDICULAR PEDESTRIAN ACCESS RAMP
- SCC STAMPED COLORED CONCRETE
- PEDRD DIRECTIONAL PEDESTRIAN ACCESS RAMP
- PRSM PARKSTRIP ROADSIDE SEED MIX
- CB5 CURB RAISED MEDIAN TYPE B5
- PRSM PARKSTRIP ROADSIDE SEED MIX

| CURB CURVE DATA - SR-127 |            |          |            |          |            |          |        |
|--------------------------|------------|----------|------------|----------|------------|----------|--------|
| CURVE                    | PC         |          | CC         |          | PT         |          | RADIUS |
|                          | STA        | OFF      | STA        | OFF      | STA        | OFF      |        |
| 1                        | 7043+09.47 | LT 54.50 | 7043+09.47 | LT 94.50 | 7043+49.47 | LT 94.71 | 40.0   |
| 2                        | 7044+20.45 | LT 99.29 | 7044+60.45 | LT 99.50 | 7044+60.45 | LT 59.50 | 40.0   |
| 3                        | 7044+18.25 | RT 89.12 | 7044+75.34 | RT 96.00 | 7044+75.34 | RT 38.50 | 57.5   |
| 4                        | 7043+21.12 | RT 43.50 | 7043+21.12 | RT 83.50 | 7043+60.56 | RT 90.17 | 40.0   |
| 5                        | 7046+96.78 | LT 59.50 | 7046+96.78 | LT 84.50 | 7047+21.40 | LT 80.15 | 25.0   |
| 6                        | 7047+46.97 | LT 80.15 | 7047+71.59 | LT 84.50 | 7047+71.69 | LT 59.50 | 25.0   |

UTAH DEPARTMENT OF TRANSPORTATION  
Wilson & Company, Inc.

SR-177, WEST DAVIS HWY;  
I-15 & SR-67 TO SR-193

SR-199(229)  
ROADWAY

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APPROVED BY  
EZ

REVISIONS

DCN-162 - TRAIL ALONG SOUTH SIDE OF SR-127  
EZ  
6/17

DCN-67 - 3000 W MODIFICATIONS  
EZ  
3/18

SR-127 & BLUFF RD RFC  
RP  
10/22

REMARKS

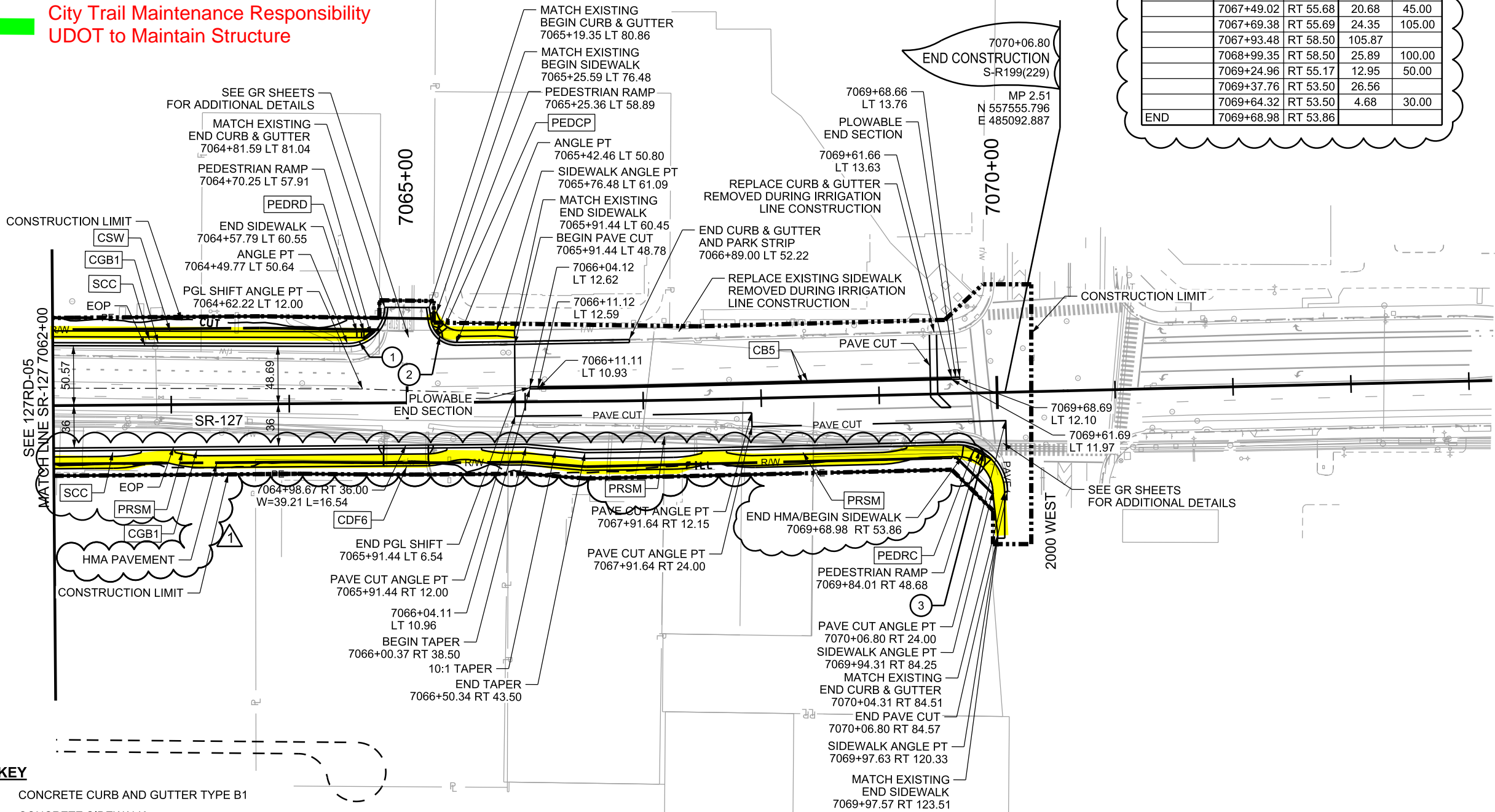
SHEET NO. 127RD-04





| CURB CURVE DATA |            |          |            |          |            |          |        |
|-----------------|------------|----------|------------|----------|------------|----------|--------|
| CURVE           | PC         |          | CC         |          | PT         |          | RADIUS |
|                 | STA        | OFF      | STA        | OFF      | STA        | OFF      |        |
| 1               | 7064+49.77 | LT 50.64 | 7064+50.11 | LT 82.13 | 7064+81.59 | LT 81.04 | 31.5   |
| 2               | 7065+20.85 | LT 69.49 | 7065+42.17 | LT 72.30 | 7065+42.45 | LT 50.80 | 21.5   |
| 3               | 7069+64.32 | RT 43.50 | 7069+64.32 | RT 83.50 | 7070+04.31 | RT 84.51 | 40.0   |

- UDOT N/A Line
- City Trail Maintenance Responsibility
- City Trail Maintenance Responsibility
- UDOT to Maintain Structure



| PARK STRIP<br>2210W TO 2000W, SOUTH SIDE SR-127 |            |          |
|-------------------------------------------------|------------|----------|
|                                                 | STA        | OFF      |
| MATCHLINE                                       | 7062+00.02 | RT 43.50 |
| END                                             | 7062+74.27 | RT 38.50 |
| BEGIN                                           | 7063+02.72 | RT 38.50 |
| END                                             | 7065+33.30 | RT 38.50 |
| BEGIN                                           | 7065+62.71 | RT 38.50 |
| END                                             | 7067+48.82 | RT 43.50 |
| BEGIN                                           | 7067+69.55 | RT 43.50 |
| END                                             | 7069+22.40 | RT 43.50 |

| TRAIL - 2210W TO 2000W, SOUTH SIDE SR-127 |            |          |        |         |
|-------------------------------------------|------------|----------|--------|---------|
|                                           | STA        | OFF      | LENGTH | RADIUS  |
| MATCHLINE                                 | 7062+00.00 | RT 53.50 | 50.58  |         |
|                                           | 7062+50.58 | RT 53.50 | 26.83  | 105.00  |
|                                           | 7062+77.12 | RT 50.09 | 23.00  | 45.00   |
|                                           | 7062+99.86 | RT 50.09 | 26.83  | 105.00  |
|                                           | 7063+26.40 | RT 53.50 | 190.37 |         |
|                                           | 7065+16.77 | RT 53.50 | 17.47  | 55.00   |
|                                           | 7065+33.94 | RT 50.75 | 25.94  | 45.00   |
|                                           | 7065+59.52 | RT 50.00 | 27.19  | 105.00  |
|                                           | 7065+86.40 | RT 53.50 | 13.22  |         |
|                                           | 7065+99.62 | RT 53.50 | 50.24  |         |
|                                           | 7066+49.60 | RT 58.50 | 75.83  | 7988.50 |
|                                           | 7067+24.87 | RT 58.50 | 24.54  | 105.00  |
|                                           | 7067+49.02 | RT 55.68 | 20.68  | 45.00   |
|                                           | 7067+69.38 | RT 55.69 | 24.35  | 105.00  |
|                                           | 7067+93.48 | RT 58.50 | 105.87 |         |
|                                           | 7068+99.35 | RT 58.50 | 25.89  | 100.00  |
|                                           | 7069+24.96 | RT 55.17 | 12.95  | 50.00   |
|                                           | 7069+37.76 | RT 53.50 | 26.56  |         |
| END                                       | 7069+64.32 | RT 53.50 | 4.68   | 30.00   |
|                                           | 7069+68.98 | RT 53.86 |        |         |

SYMBOL KEY

- CGB1

CONCRETE CURB AND GUTTER TYPE B1
- CSW

CONCRETE SIDEWALK
- PEDRD

DIRECTIONAL PEDESTRIAN ACCESS RAMP
- PEDCP

PERPENDICULAR PEDESTRIAN ACCESS RAMP
- PEDRC

SINGLE DIAGONAL CORNER PEDESTRIAN ACCESS RAMP
- CDF6

CONCRETE DRIVEWAY FLARED, 6 INCH THICK
- CB5

CURB RAISED MEDIAN TYPE 5 (CAN BE PLACED MONOLITHIC)
- SCC

STAMPED COLORED CONCRETE
- PRSM

PARKSTRIP ROADSIDE SEED MIX

REVISIONS

| NO. | DATE  | APPROVED BY | REMARKS                                    |
|-----|-------|-------------|--------------------------------------------|
| 1   | 6/17  | EZ          | DCN-162 - TRAIL ALONG SOUTH SIDE OF SR-127 |
| 0   | 10/22 | RP          | SR-127 & BLUFF RD RFC                      |

UTAH DEPARTMENT OF TRANSPORTATION

Wilson & Company, Inc.

SR-177, WEST DAVIS HWY;

I-15 & SR-67 TO SR-193

PROJECT NUMBER

SR-199(229)

ROADWAY

PROJECT

PROJECT NUMBER

SHEET NO. 127RD-06



# COUNCIL AGENDA

## July 8, 2025

### Agenda Item #11

### 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.

### ***Estimated Maintenance Costs***

Below is an outline of the estimated annualized maintenance costs for additional trail areas that were constructed along with the West Davis Highway Project:

#### **Annualized Maintenance of Trails from WDC\***

##### Jensen Park Tunnel

1. Trash/Litter Control: Staff time
2. Lighting Maintenance: \$600 per year for light replacement
3. Graffiti/Vandalism Repair: \$500 per year

Total: 2-3 hours per week on average

##### Trail Overpass

1. Snow Plowing: Gas and maintenance vehicles cost - \$1000 per year
2. Weed Control: Staff Time plus maintenance
3. Trash/Litter Control: Staff Time
4. Graffiti/Vandalism Repair: \$500 per year
5. Crack Seal/Surface Preservation: \$0.80 per sq ft – every 3-5 years for crack seal and seal coat.
6. Repaving: \$60 per linear foot or ~ \$150,000 per 1/2 mile

Total: 3-5 hours per week

##### Antelope Drive Trail Segments from 3000 West to 2000 West

1. Snow Plowing: Gas and maintenance vehicles cost - \$1000 per year
2. Weed Control: Staff Time plus maintenance
3. Trash/Litter Control: Staff Time
4. Graffiti/Vandalism Repair: \$500 per year
5. Crack Seal/Surface Preservation: \$0.80 per sq ft – every 3-5 years for crack seal and seal coat.
6. Repaving: \$60 per linear foot or ~ \$150,000 per 1/2 mile

Total: 3-5 hours per week

Combined Total: 7-13 hours per week plus costs of repair and maintenance ~ \$40,000 to \$50,000 per year.

\*Note: Only net new trail segments are to be calculated.

### ***Action Item***

1. Vote on Resolution 25-32 whether to Authorize the Mayor to execute Cooperative Agreement No. 3 Trail and Lighting with UDOT



## **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**

---

[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.]



# CITY COUNCIL AGENDA

July 8, 2025

## Agenda Item #12

Authorize Mayor Maughan to execute Real Estate Purchase Contracts (REPC) for two properties located at approximately 500 West 3700 South (land serial numbers 15-019-0134 and R199: 126D:E).

### *Factual Summation*

- This matter was initially discussed in the spring of 2024 as part of an easement request from the Nature Conservancy at 2550 West Gentile Street; the easement was needed to facilitate the extension of a gravity irrigation system near The Fields Subdivision's open space. The easement and irrigation work will be owned and maintained by the Nature Conservancy and action on the acquisition of the property could not occur until the Utah Department of Transportation (UDOT) appraised the property and made a purchase offer to the City.
- In June of this year, the City received word that the appraisals were complete and UDOT was ready to proceed with the purchase. The offer letters and REPCs are included as part of these packet materials.
- Any question regarding this agenda item may be directed at Stephen Marshall, Assistant City Manager.

### *Discussion Goals*

*Discuss and vote whether to authorize the Mayor to execute the REPCs from the Utah Department of Transportation.*



# Utah Department of Transportation

## REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(229) Parcel No.(s): 126B:E

Pin No: 11268 Job/Proj No: 72698 Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193  
County of Property: DAVIS Tax ID(s) / Sidwell No: 15-019-0134  
Property Address: Approx. 500 West 3700 South SYRACUSE UT, 84075  
Owner's Address: 1979 West 1900 South, Syracuse, UT, 84075  
Primary Phone: 801-614-9600 Owner's Home Phone: Owner's Work Phone: (801)614-9600  
Owner / Grantor (s): Syracuse City

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Syracuse City ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,<sup>1</sup> and UDOT and Owner agree as follows:

- 1. SUBJECT PROPERTY.** The Subject Property referred to in this Contract is identified as parcel numbers 126B:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.
- 2. PURCHASE PRICE.** UDOT shall pay and Owner accepts \$72,600 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): N/A
- 3. SETTLEMENT AND CLOSING.**
  - 3.1 Settlement.** "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.
  - 3.2 Closing.** "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.
  - 3.3 Possession.** Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.
- 4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.**
  - 4.1 Prorations.** All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.



# Utah Department of Transportation

## REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(229) Parcel No.(s): 126B:E

Pin No: 11268

Job/Proj No: 72698

Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193

County of Property: DAVIS

Tax ID(s) / Sidwell No: 15-019-0134

Property Address: Approx. 500 West 3700 South SYRACUSE UT, 84075

Owner's Address: 1979 West 1900 South, Syracuse, UT, 84075

Primary Phone: 801-614-9600

Owner's Home Phone:

Owner's Work Phone: (801)614-9600

Owner / Grantor (s): Syracuse City

## Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

COPY TO  
The Nature Conservancy  
559 East South Temple  
Salt Lake City, Utah 84102

## Perpetual Easement

(CITY)  
Davis County

Tax ID No. 15-019-0134

PIN No. 11268

Project No. S-R199(229)

Parcel No. R199:126B:E

Syracuse City, Grantor, a municipal corporation of the State of Utah, hereby GRANTS and CONVEYS to The Nature Conservancy, a District of Columbia non-profit corporation, Grantee, at 559 East South Temple, Salt Lake City, County of Salt Lake, State of Utah, Zip 84102, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Davis County, State of Utah, to-wit:

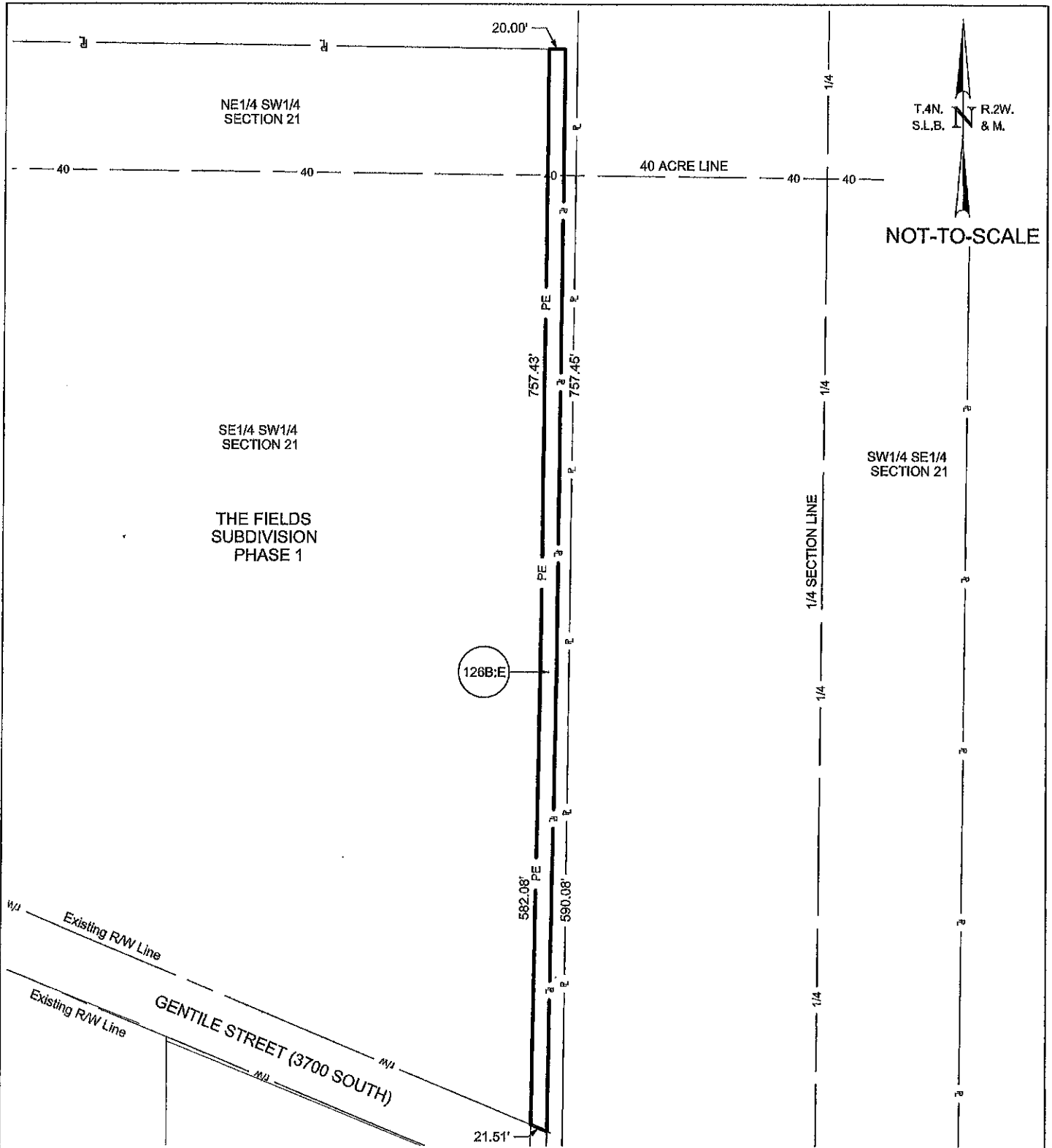
A perpetual easement upon part of an entire tract of property, situate in Parcel A, The Fields Subdivision Phase 1, according to the official plat thereof, recorded October 10, 2019, as Entry No. 3194802 in Book 7365 at Page 1862 in the office of the Davis County Recorder, situate in the NE1/4 SW1/4 and the SE1/4 SW1/4 of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, for the purpose of constructing, installing and maintaining a pipeline for irrigation and appurtenant parts thereof to facilitate the construction of SR-177 West Davis Highway, known as Project No. S-R199(229). This easement shall run with the real property and shall be binding upon the Grantor, successors, heirs and assigns. The boundaries of said easement are described as follows:

Beginning at the Northeast corner of said Parcel A; and running thence S.00°11'13"W. 757.45 feet along the easterly boundary of said Parcel A; thence S.00°36'31"W. 590.08 feet to the northerly right of way line of 3700 South Street; thence N.67°47'31"W. 21.51 feet along said northerly right of way line; thence N.00°36'31"E. 582.08 feet; thence N.00°11'13"E. 757.43 feet to the northerly boundary line of said Parcel A; thence S.89°39'33"E. 20.00 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

(Note: Rotate above bearings 00°20'46" clockwise to equal NAD83 Highway bearings)

By \_\_\_\_\_

Notary Public



| PARCEL NO. | OWNER         | ACRES | SQ FT  | EXIST. R/W AC. IN DEED | OWNERSHIP ACRES | REMAINING AC. LEFT | RIGHT     |
|------------|---------------|-------|--------|------------------------|-----------------|--------------------|-----------|
| 126B:E     | SYRACUSE CITY | 0.617 | 26,870 |                        |                 |                    | PERPETUAL |

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATIVE PURPOSES AND AS A NEGOTIATION TOOL FOR THE DEED IT IS ATTACHED TO ONLY. THIS EXHIBIT DOES NOT REPRESENT ANY FIELD SURVEY WORK OR THAT A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDER'S OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

|                |                                   |                     |       |                                          |                                       |
|----------------|-----------------------------------|---------------------|-------|------------------------------------------|---------------------------------------|
| SHEET NO.      | 126B-EXHIBIT                      | PARTIAL SUMMARY NO. | 65P   | PROPERTY OWNER:                          | SYRACUSE CITY                         |
| PROJECT        | CORRIDOR PRESERVATION - WDC PH II |                     |       | PROPERTY ADDRESS:                        | APPROX. 500 WEST 3700 SOUTH, SYRACUSE |
|                | S-R199                            |                     |       | <b>UTAH DEPARTMENT OF TRANSPORTATION</b> |                                       |
| PROJECT NUMBER | S-R199(273)                       | PIN                 | 17948 |                                          |                                       |
|                |                                   |                     |       | HORROCKS                                 |                                       |





Utah Department of Transportation  
Right of Way Division  
Statement of Just Compensation

Project No: S-R199(229) Parcel No.(s): 126B:E

Pin No: 11268 Job/Proj No: 72698 Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193  
County of Property: DAVIS Tax ID / Sidwell No: 15-019-0134  
Property Address: Approx. 500 West 3700 South SYRACUSE UT, 84075  
Owner's Address: 1979 West 1900 South, Syracuse, UT, 84075  
Owner's Home Phone: Owner's Work Phone: (801)614-9600  
Owner / Grantor (s): Syracuse City  
Grantee: Utah Department of Transportation (UDOT)/The Department

The following information is the basis for the amount estimated by Utah Department of Transportation to be just compensation.

| Parcel No. | Type of Interest Acquired | Size  | Units | Price Per Unit | Property % Use | County |
|------------|---------------------------|-------|-------|----------------|----------------|--------|
| 126B:E     | Land                      | 26870 | SQFT  | \$5.4          | 50 Agriculture | DAVIS  |

VALUE OF THE TAKING

|        |        |       |      |       | Factor   | Value       |
|--------|--------|-------|------|-------|----------|-------------|
| 126B:E | -----> | 26870 | SQFT | \$5.4 | 50 x 1 = | \$72,549.00 |

OTHER COSTS

|        |          |  |  |  |  |         |
|--------|----------|--|--|--|--|---------|
| 126B:E | Rounding |  |  |  |  | \$51.00 |
|--------|----------|--|--|--|--|---------|

NET AMOUNT: \$72,600.00

Utah Department of Transportation declares that this offer is the amount that has been established by UDOT as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE: 5/20/2025   
Dian McGuire(Consultant) / Acquisition Agent



## OWNERSHIP RECORD

Title by: MWW

Date: January 2025

County: Davis

Parcel No.: R199:126B

Type Ownership: Government

Tax ID No.: 15-019-0134

Project No.: S-R199(229)

PIN No.: 11268

Recorded Owners: Syracuse City

Address: 1979 West 1900 South, Syracuse, Utah 84075

Property Address: Approx. 500 West 3700 South, Syracuse, Utah 84075

| Entry No. | Book | Page | Type Instr.      | Date Signed | Date Recorded |
|-----------|------|------|------------------|-------------|---------------|
| 3194802   | 7365 | 1862 | Subdivision Plat | 20 Sep 2019 | 10 Oct 2019   |

### Description:

All of Parcel A, as shown on The Fields Subdivision Phase 1, recorded in the office of the Davis County Recorder.

Calculated area: The above described tract of land contains 24.323 acres.

Grantor: The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter Day Saints, Lewis D. Clark, Kristina A. Clark, Jayne Clark, Jill Lafrance, Douglas A. Clark, James D. Clark, Alexandra Monk

Note(s): Not all descriptions shown in vesting deed are shown in the ownership, since they are not contiguous.



State of Utah

SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

*Executive Director*

BENJAMIN G. HUOY, P.E.

*Deputy Director of Planning and Investment*

LISA J. WILSON, P.E.

*Deputy Director of Engineering and Operations*

May 19, 2025

Syracuse City

Attn: Brody Bovero

1979 West 1900 South

Syracuse, UT 84075

Dear Brody Bovero:

The Utah Department of Transportation (UDOT) has prepared an offer to purchase your property, which is located at Approx. 500 West 3700 South, Syracuse, UT 84075 and has assigned parcel number(s) 126B:E to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, UDOT hereby makes an offer to purchase your property for \$72,600.00.

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, UDOT may use that power if it is not able to acquire the property by negotiation. Because of that potential, the person negotiating on behalf of UDOT is required to provide the following disclosures to you:

- \* You are entitled to receive just compensation for your property.
- \* You are entitled to an opportunity to negotiate with UDOT over the amount of just compensation before any legal action will be filed.
- \* You are entitled to an explanation of how the compensation offered for your property was calculated.
- \* If an appraiser is asked to value your property, you are entitled to accompany the appraiser during an inspection of the property.
- \* You are entitled to discuss this case with the attorneys at the Office of the Property Rights Ombudsman. The office may be reached at 801-530-6391, or at Heber M. Wells Building, 160 East 300 South, Salt Lake City, UT, 84111.
  - \* The Office of the Property Rights Ombudsman is a neutral state office staffed by attorneys experienced in eminent domain. Their purpose is to assist citizens in understanding and protecting their property rights. You are entitled to ask questions and request an explanation of your legal options.
- \* If you have a dispute with UDOT over the amount of just compensation due to you, you are entitled to request free mediation or arbitration of the dispute from the Office of the Property Rights Ombudsman. As part of mediation or arbitration, you are entitled to request a free independent valuation of the property.
- \* Oral representations or promises made during the negotiation process are not binding upon the entity seeking to acquire the property by eminent domain.



State of Utah

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DEPARTMENT OF TRANSPORTATION

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*Executive Director*

BENJAMIN G. HUOT, P.E.

*Deputy Director of Planning and Investment*

LISA J. WILSON, P.E.

*Deputy Director of Engineering and Operations*

I will be pleased to visit with you or your representative to discuss this offer and to answer any questions you might have about the acquisition process. Please review all the enclosed documents:

- \* Ombudsman's Acquisition Brochure - Your Guide to Just Compensation
- \* Offer to Purchase
- \* Statement of Just Compensation
- \* Right of Way Contract
- \* Deed(s) and/or Easement(s)
- \* Map and legal description

I will be calling you to discuss the enclosed documents and to answer any questions you may have regarding this UDOT Project. If you don't hear from me in the next couple of days it might mean that I have been unable to locate a good telephone number for you. As that may be the case, please give me a call and leave your contact phone number and best time for me to contact you. My contact information is on my business card and also printed below. For your records please make yourself a copy of the documents you are signing before sending them back.

If you are in agreement with our offer, please sign and initial the contract, offer to purchase, all deed(s) and/or easement(s). All deed(s) and/or easement(s) must be signed and notarized. Once all of the required documents have been signed and approved by UDOT, closing documents will be prepared. Please note the signed documents must be approved by the UDOT Director of Right of Way before they will be a final enforceable contract. Upon receipt of the signed documents, a check will be issued payable to you after all applicable liens have been paid. This payment along with a copy of the fully executed contract will be returned to you in approximately six weeks. If you have any questions about the closing or acquisition process, please contact me at your earliest convenience.

On behalf of UDOT, I look forward to working with you.

Sincerely,

Dian McGuire(Consultant)

801-633-6370

Acquisition Agent / Right of Way Division  
Utah Department of Transportation



# Utah Department of Transportation

## REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(229) Parcel No.(s): 126D:E

Pin No: 11268 Job/Proj No: 72698 Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193  
County of Property: DAVIS Tax ID(s) / Sidwell No: City Street  
Property Address: Approx. 500 West 3700 South SYRACUSE UT, 84075  
Owner's Address: 1979 West 1900 South, Syracuse, UT, 84075  
Primary Phone: 801-614-9600 Owner's Home Phone: Owner's Work Phone: (801)614-9600  
Owner / Grantor (s): Syracuse City

IN CONSIDERATION of the mutual promises herein and subject to approval of the UDOT Director of Right of Way, Syracuse City ("Owner") agrees to sell to the Utah Department of Transportation ("UDOT") the Subject Property described below for Transportation Purposes,<sup>1</sup> and UDOT and Owner agree as follows:

**1. SUBJECT PROPERTY.** The Subject Property referred to in this Contract is identified as parcel numbers 126D:E, more particularly described in Exhibit A, which is attached hereto and incorporated herein.

**2. PURCHASE PRICE.** UDOT shall pay and Owner accepts \$0 for the Subject Property including all improvements thereon and damages, if any, to remaining property. The foregoing amount includes compensation for the following cost to cure items, which are the responsibility of Owner to cure (if applicable): **N/A**

### **3. SETTLEMENT AND CLOSING.**

**3.1 Settlement.** "Settlement" shall mean that Owner and UDOT have signed and delivered to each other or to the escrow/closing office all documents required by this Contract or by the escrow/closing office, and that all monies required to be paid by Owner or UDOT under this Contract have been delivered to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

**3.2 Closing.** "Closing" shall mean that: (a) Settlement has been completed; (b) the amounts owing to Owner for the sale of the Subject Property have been paid to Owner, and (c) the applicable closing documents have been recorded in the office of the county recorder ("Recording"). Settlement and Closing shall be completed at the earliest time convenient to the parties and the closing office.

**3.3 Possession.** Upon signing of this Contract by Owner and the UDOT Director of Right of Way, Owner grants UDOT, its employees and contractors, including utility service providers and their contractors, the right to immediately occupy the Subject Property and do whatever construction, relocation of utilities or other work as required in furtherance of the above referenced project.

### **4. PRORATIONS / ASSESSMENTS / OTHER PAYMENT OBLIGATIONS.**

**4.1 Prorations.** All prorations, including but not limited to, homeowner's association dues, property taxes for the current year and rents shall be made as of the time of Settlement.

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1. "Transportation Purposes" is defined as all current or future transportation uses authorized by law, including, without limitation, the widening, expansion, and/or construction and improvement of a highway, which may include interchanges, entry and exit ramps, frontage roads, bridges, overpasses, rest areas, buildings, signs and traffic control devices, placement of utilities, clear zones, maintenance facilities, detention or retention ponds, environmental mitigation, maintenance stations, material storage, bio-fuel production, slope protections, drainage appurtenance, noise abatement, landscaping, transit, statutory relocations caused by the project, and other related transportation uses.





# Utah Department of Transportation

## REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(229) Parcel No.(s): 126D:E

Pin No: 11268 Job/Proj No: 72698 Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193

County of Property: DAVIS Tax ID(s) / Sidwell No: City Street

Property Address: Approx. 500 West 3700 South SYRACUSE UT, 84075

Owner's Address: 1979 West 1900 South, Syracuse, UT, 84075

Primary Phone: 801-614-9600

Owner's Home Phone:

Owner's Work Phone: (801)614-9600

Owner / Grantor (s): Syracuse City

### 4.2 Fees/Costs.

**(a) Escrow Fees.** UDOT agrees to pay the fees charged by the escrow/closing office for its services in the settlement/closing process.

**(b) Title Insurance.** If UDOT elects to purchase title insurance, it will pay the cost thereof.

**5. TITLE TO PROPERTY.** Owner represents and warrants that Owner has fee title to the Subject Property. Owner shall indemnify and hold UDOT harmless from all claims, demands and actions from lien holders, lessees or third parties claiming an interest in the Subject Property or the amount paid hereunder. Owner will convey marketable title to the Subject Property to the Grantee shown on Exhibit A at Closing by deed(s) in the form shown on Exhibit A, except for easements which Owner will convey in the form also shown on Exhibit A. The provisions of this Section 5 shall survive Closing.

**6. OWNER DISCLOSURES CONCERNING ENVIRONMENTAL HAZARDS.** Owner represents and warrants that there are no claims and/or conditions known to Owner relating to environmental hazards, contamination or related problems affecting the Subject Property. Owner agrees to transfer the Subject Property free of all hazardous materials including paint, oil and chemicals. The provisions of this Section 6 shall survive Closing.

**7. CONDITION OF SUBJECT PROPERTY AND CHANGES DURING TRANSACTION.** Owner agrees to deliver the Subject Property to UDOT in substantially the same general condition as it was on the date that Owner signed this Contract.

**8. AUTHORITY OF SIGNER(S).** If Owner is a corporation, partnership, trust, estate, limited liability company or other entity, the person signing this Contract on its behalf warrants his or her authority to do so and to bind the Owner.

**9. COMPLETE CONTRACT.** This Contract, together with any attached addendum and exhibits, (collectively referred to as the "Contract"), constitutes the entire contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties whether verbal or otherwise. The Contract cannot be changed except by written agreement of the parties.

**10. ELECTRONIC TRANSMISSION AND COUNTERPARTS.** This Contract may be executed in counterparts. Signatures on any of the documents, whether executed physically or by use of electronic signatures, shall be deemed original signatures and shall have the same legal effect as original signatures.

**11. ADDITIONAL TERMS (IF APPLICABLE):**



# Utah Department of Transportation

## REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(229) Parcel No.(s): 126D:E

Pin No: 11268

Job/Proj No: 72698

Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193

County of Property: DAVIS

Tax ID(s) / Sidwell No: City Street

Property Address: Approx. 500 West 3700 South SYRACUSE UT, 84075

Owner's Address: 1979 West 1900 South, Syracuse, UT, 84075

Primary Phone: 801-614-9600

Owner's Home Phone:

Owner's Work Phone: (801)614-9600

Owner / Grantor (s): Syracuse City

### SIGNATURE PAGE TO UTAH DEPARTMENT OF TRANSPORTATION REAL ESTATE PURCHASE CONTRACT

**CONSULTANT DISCLOSURE.** Owner acknowledges that Dian McGuire, through All Service Realty, is a consultant for the Acquiring Agency, and will receive compensation from the Acquiring Agency for providing Right of Way Acquisition services.

Authorized Signature(s):

100% Print Name:

Syracuse City

Date

### UTAH DEPARTMENT OF TRANSPORTATION

Ross Crowe

Date

UDOT Director of Right of Way

Grantor's Initials



# Utah Department of Transportation

## REAL ESTATE PURCHASE CONTRACT

Project No: S-R199(229) Parcel No.(s): 126D:E

Pin No: 11268

Job/Proj No: 72698

Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193

County of Property: DAVIS Tax ID(s) / Sidwell No: City Street

Property Address: Approx. 500 West 3700 South SYRACUSE UT, 84075

Owner's Address: 1979 West 1900 South, Syracuse, UT, 84075

Primary Phone: 801-614-9600

Owner's Home Phone:

Owner's Work Phone: (801)614-9600

Owner / Grantor (s): Syracuse City

## Exhibit A

(Attach conveyance documents)

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

COPY TO  
The Nature Conservancy  
559 East South Temple  
Salt Lake City, Utah 84102

## Perpetual Easement

(CITY)  
Davis County

Tax ID No. City Street  
PIN No. 11268  
Project No. S-R199(229)  
Parcel No. R199:126D:E

Syracuse City, Grantor a municipal corporation of the State of Utah, hereby GRANTS and CONVEYS to The Nature Conservancy, a District of Columbia non-profit corporation, Grantee, at 559 East South Temple, Salt Lake City, County of Salt Lake, State of Utah, Zip 84102, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described easement in Davis County, State of Utah, to-wit:

A perpetual easement upon part of an entire tract of property, situate in 3700 South Street as shown on The Fields Subdivision Phase 1, according to the official plat thereof, recorded October 10, 2019, as Entry No. 3194802 in Book 7365 at Page 1862 in the office of the Davis County Recorder, situate in the NE1/4 SW1/4 and the SE1/4 SW1/4 of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, for the purpose of constructing, installing and maintaining a pipeline for irrigation and appurtenant parts thereof to facilitate the construction of SR-177 West Davis Highway, known as Project No. S-R199(229). This easement shall run with the real property and shall be binding upon the Grantor, successors, heirs and assigns. The boundaries of said easement are described as follows:

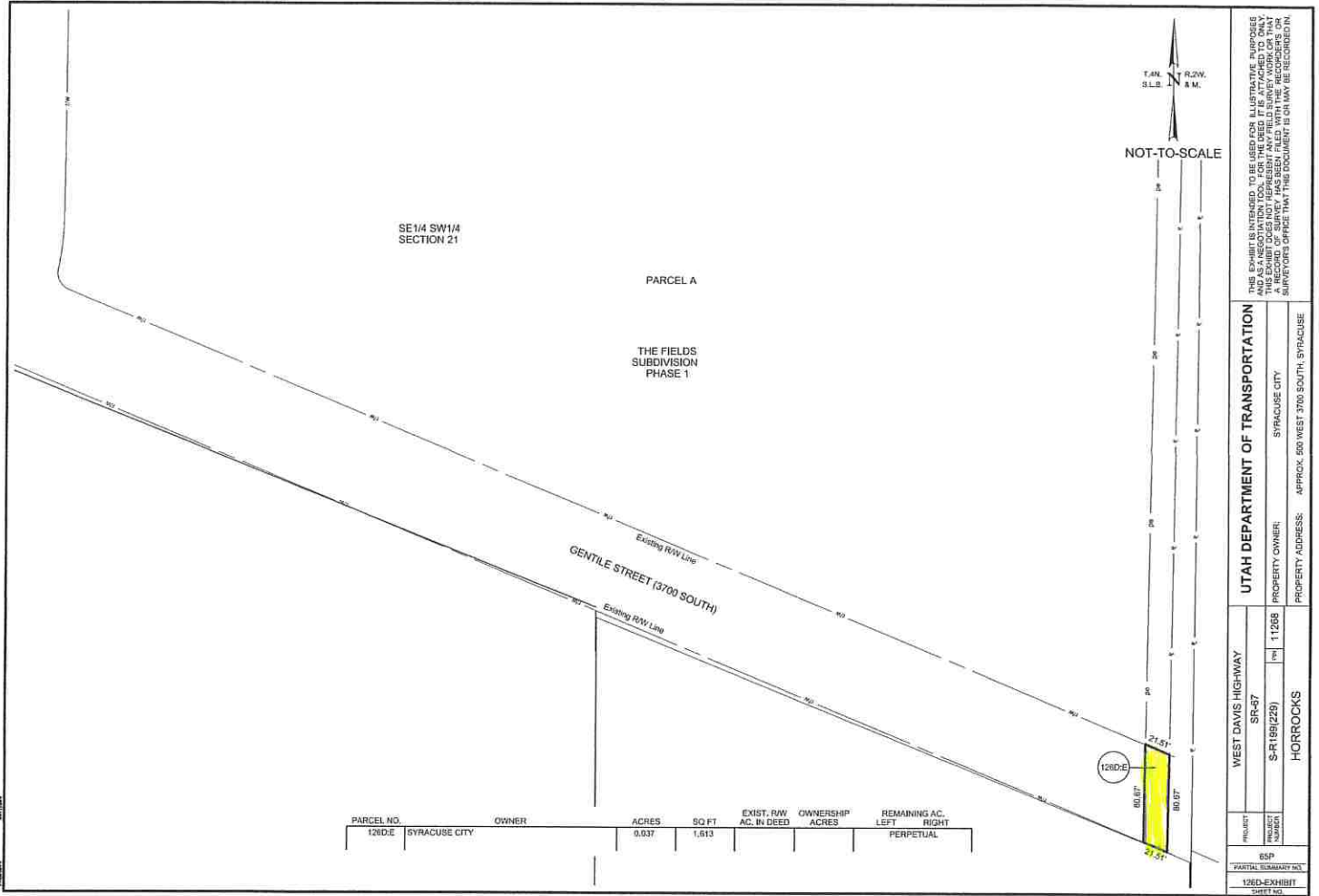
Beginning at a point in the northerly right of way line of 3700 South Street, which point is 757.45 feet S.00°11'13"W. and 590.08 feet S.00°36'31"W. from the Northeast corner of said Parcel A; and running thence S.00°36'31"W. 80.67 feet to the southerly right of way line of 3700 South Street; thence N.67°47'31"W. 21.51 feet along said southerly right of way line; thence N.00°36'31"E. 80.67 feet; thence S.67°47'31"E. 21.51 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.



(Note: Rotate above bearings 00°20'46" clockwise to equal NAD83 Highway bearings)

On the date first above written personally appeared before me, \_\_\_\_\_, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of Syracuse City, a municipal corporation of the State of Utah, and that the within and foregoing instrument was signed in behalf of said municipal corporation by authority of a resolution adopted at a regular meeting of the \_\_\_\_\_ held on the \_\_\_\_\_ of \_\_\_\_\_ A.D. 20\_\_\_\_, and said acknowledged to me that said municipal corporation executed the same.

CITY RW-09CY (12-01-03)





| PARCEL NO. | OWNER         | ACRES | SQ FT | EXIST. R/W AC. IN DEED | OWNERSHIP ACRES | REMAINING AC. LEFT | RIGHT     |
|------------|---------------|-------|-------|------------------------|-----------------|--------------------|-----------|
| 126D-E     | SYRACUSE CITY | 0.037 | 1,613 |                        |                 |                    | PERPETUAL |

THIS EXHIBIT IS INTENDED TO BE USED FOR ILLUSTRATING PURPOSES AND AS A NEGOTIATION TOOL. FOR THE DEED, IT IS ATTACHED TO ONLY THE DEED. IT IS NOT A SURVEY. IT IS NOT A RECORD OF SURVEY. A RECORD OF SURVEY HAS BEEN FILED WITH THE RECORDERS OR SURVEYOR'S OFFICE THAT THIS DOCUMENT IS OR MAY BE RECORDED IN.

**UTAH DEPARTMENT OF TRANSPORTATION**  
 PROJECT: WEST DAVIS HIGHWAY  
 SR-67  
 PROPERTY OWNER: SYRACUSE CITY  
 PROPERTY ADDRESS: APPROX. 500 WEST 3700 SOUTH, SYRACUSE

PROJECT: WEST DAVIS HIGHWAY  
 SR-67  
 PARCEL: S-R199(229)  
 11268  
 HORROCKS  
 6SP  
 PARTIAL EASEMENT SET  
 126D-EXHIBIT  
 126D-EXHIBIT



State of Utah

SPENCER J. COX  
Governor

DEIDRE M. HENDERSON  
Lieutenant Governor

DEPARTMENT OF TRANSPORTATION

CARLOS M. BRACERAS, P.E.

*Executive Director*

BENJAMIN G. HUOT, P.E.

*Deputy Director of Planning and Investment*

LISA J. WILSON, P.E.

*Deputy Director of Engineering and Operations*

May 21, 2025

Syracuse City

Attn: Brody Bovero

1979 West 1900 South

Syracuse, UT 84075

Dear Brody Bovero:

The Utah Department of Transportation (UDOT) has prepared an offer to purchase your property, which is located at Approx. 500 West 3700 South, Syracuse, UT 84075 and has assigned parcel number(s) 126D:E to help identify your property during this process. The property has been valued using standard valuation methods. Based on those methods, UDOT hereby makes an offer to purchase your property for \$.00.

Although this letter is provided as part of an attempt to negotiate with you for the sale of your property or an interest in your property without using the power of eminent domain, UDOT may use that power if it is not able to acquire the property by negotiation. Because of that potential, the person negotiating on behalf of UDOT is required to provide the following disclosures to you:

- \* You are entitled to receive just compensation for your property.
- \* You are entitled to an opportunity to negotiate with UDOT over the amount of just compensation before any legal action will be filed.
- \* You are entitled to an explanation of how the compensation offered for your property was calculated.
- \* If an appraiser is asked to value your property, you are entitled to accompany the appraiser during an inspection of the property.
- \* You are entitled to discuss this case with the attorneys at the Office of the Property Rights Ombudsman. The office may be reached at 801-530-6391, or at Heber M. Wells Building, 160 East 300 South, Salt Lake City, UT, 84111.
  - \* The Office of the Property Rights Ombudsman is a neutral state office staffed by attorneys experienced in eminent domain. Their purpose is to assist citizens in understanding and protecting their property rights. You are entitled to ask questions and request an explanation of your legal options.
- \* If you have a dispute with UDOT over the amount of just compensation due to you, you are entitled to request free mediation or arbitration of the dispute from the Office of the Property Rights Ombudsman. As part of mediation or arbitration, you are entitled to request a free independent valuation of the property.
- \* Oral representations or promises made during the negotiation process are not binding upon the entity seeking to acquire the property by eminent domain.



Utah Department of Transportation  
Right of Way Division  
Statement of Just Compensation

Project No: S-R199(229) Parcel No.(s): 126D:E

Pin No: 11268 Job/Proj No: 72698 Project Location: SR-177, West Davis Hwy; I-15 & SR-67 to SR-193  
County of Property: DAVIS Tax ID / Sidwell No: City Street  
Property Address: Approx. 500 West 3700 South SYRACUSE UT, 84075  
Owner's Address: 1979 West 1900 South, Syracuse, UT, 84075  
Owner's Home Phone: Owner's Work Phone: (801)614-9600  
Owner / Grantor (s): Syracuse City  
Grantee: Utah Department of Transportation (UDOT)/The Department

**The following information is the basis for the amount estimated by Utah Department of Transportation to be just compensation.**

| Parcel No. | Type of Interest Acquired | Size Units | Price Per Unit | Property % Use | County |
|------------|---------------------------|------------|----------------|----------------|--------|
| 126D:E     | Land                      | 1613 SQFT  | \$0            | 0 Agriculture  | DAVIS  |

**VALUE OF THE TAKING**

|        |        |           |     | Factor  |        |
|--------|--------|-----------|-----|---------|--------|
| 126D:E | -----> | 1613 SQFT | \$0 | 0 x 0 = | \$0.00 |

Utah Department of Transportation declares that this offer is the amount that has been established by UDOT as just compensation and is in accordance with applicable State laws and requirements. Just compensation is defined as the fair market value of the property taken, plus damages, if any, to the remaining property, less any benefit which may accrue to said property by reason of the construction of the highway.

DATE:

5/21/2025 *Dian McGuire*

Dian McGuire(Consultant) / Acquisition Agent



# COUNCIL AGENDA

July 8, 2025

Agenda Item #13

## Award Contract for Antelope Drive Trail Phase 1

### ***Factual Summation***

This project consists improvements along the south side of Antelope Drive from approximately 3200 West (east side of Ranchettes Subdivision) to 3385 West Street. Improvements include:

1. Upsizing the culinary water main with additional fire hydrants for improved fire protection
2. Remove the existing sidewalk and install a 10' wide concrete trail
3. Close 3300 West Street at Antelope Drive. A gate will be installed for secondary emergency access.

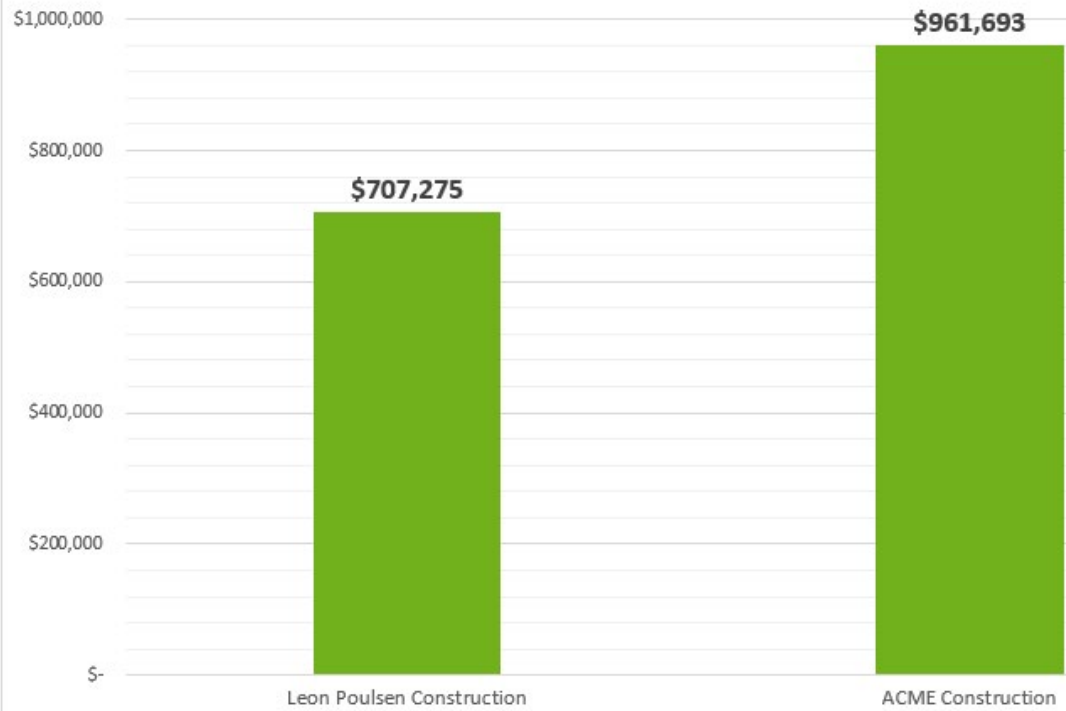
***Schedule:*** The project will begin once contracts are in place and will be complete by the spring of 2026.

***Cost:*** Bids were opened on July 1, 2025. There were 27 plan holders, and two bids were received. The low bidder is Leon Poulsen Construction Company, Inc. with a total bid amount of \$707,275.00. The approved budget supports this bid amount with the addition of the storm drain impact fee money. The funding for this project is proposed as follows:

|                   | 20-40-70<br>Class C | 50-16-70<br>Culinary<br>Capital | 50-16-70<br>Sewer<br>Capital | 30-40-70<br>Secondary<br>Meter<br>Conversions | 30-16-70<br>Secondary<br>Capital |
|-------------------|---------------------|---------------------------------|------------------------------|-----------------------------------------------|----------------------------------|
| <b>Bid</b>        | \$320,506.00        | \$270,438.00                    | \$25,355.00                  | \$30,230.00                                   | \$60,746.00                      |
| <b>Budget</b>     | \$350,000.00        | \$300,000.00                    | \$25,355.00                  | \$30,230.00                                   | \$80,000.00                      |
| <b>Difference</b> | \$29,494.00         | \$29,562.00                     | \$0.00                       | \$0.00                                        | \$2,049.08                       |



Bid Tabulation  
Antelope Drive Trail Phase 1 Project



**Action Items:** Determine whether to award the construction contract to Leon Poulsen Construction Company, Inc.



# SYRACUSE CITY CORPORATION

## ANTELOPE DRIVE TRAIL PHASE 1

LAST UPDATED:

MAY 1, 2025

DRAWN BY: BB

ANTELOPE DRIVE TRAIL PHASE 1

COVER

SYRACUSE  
EST. CITY 1935



WO 2025-15

SHEET:  
1 OF 35



4000 WEST STREET

2000 WEST STREET (UDOT)

ANTELOPE DRIVE (UDOT)

WEST DAVIS CORRIDOR (UDOT)

3300 WEST STREET

3000 WEST STREET



2025-15





# COUNCIL AGENDA

July 8, 2025

Agenda Item #14

## Award Contract for Syracuse Reservoir West Branch Gravity Irrigation Supply Project

### ***Factual Summation***

This project consists of installation of new gravity irrigation feed off West Branch Irrigation to add an additional source of irrigation water to the Syracuse Reservoir and improve optimization in maintaining water supply based upon system wide demands.

***Schedule:*** The project will begin once contracts are in place and will be complete by December 2025.

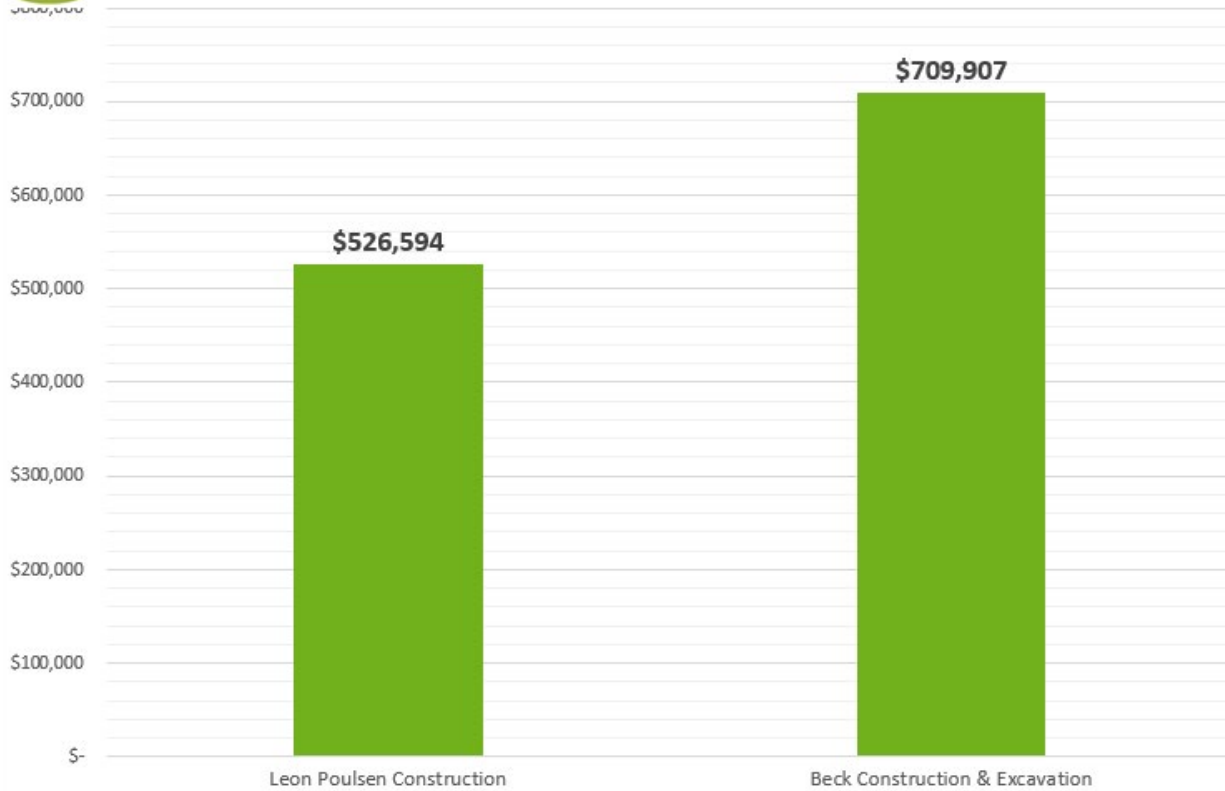
***Cost:*** Bids were opened on July 1, 2025. There were 14 plan holders, and two bids were received. The low bidder is Leon Poulsen Construction Company, Inc. with a total bid amount of \$526,594.00. The funding for this project is proposed as follows:

|                   | 20-40-70<br>Class C | 31-40-70<br>Secondary<br>Impact |
|-------------------|---------------------|---------------------------------|
| <b>Bid</b>        | \$198,222.50        | \$328,371.50                    |
| <b>Budget</b>     | \$200,000.00        | \$215,000.00                    |
| <b>Difference</b> | \$1,777.50          | -\$113,371.50                   |



**SYRACUSE**  
EST. CITY 1935

Bid Tabulation  
Syracuse Reservoir West Branch Gravity  
Irrigation Supply Project



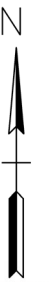
**Action Items:** Determine whether to award the construction contract to Leon Poulsen Construction Company, Inc.



# SYRACUSE CITY CORPORATION

## SYRACUSE RESERVOIR WEST BRANCH

### GRAVITY IRRIGATION SUPPLY



LAST UPDATED:  
MAY 1, 2025

DRAWN BY: BB

SYRACUSE RESERVOIR WEST BRANCH  
GRAVITY IRRIGATION SUPPLY

COVER



WO 2025-17

SHEET:  
1 OF 6

ANTELOPE DRIVE (UDOT)

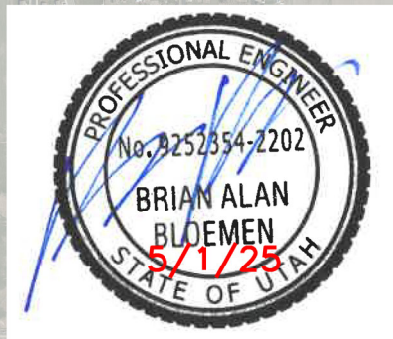
3000 WEST STREET  
WEST DAVIS CORRIDOR (UDOT)

2000 WEST STREET

Project Location

2700 SOUTH STREET

BLUFF ROAD



2025-17