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

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-2), (R-2), (R-3) are allowed.

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

should amend its leasing policies, amend the consolidated fee schedule, remove some city owned spaces from rental availability, or propose other policies not yet considered.

The Mayor and CED Director Steele reviewed the staff memo and explained the City's current policies for both park land rentals and City land leases. Parks and Recreation Director Robinson explained when an applicant is looking at renting 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 location. She noted she would not approve a rental in the museum parking lot because this would require additional parking lot maintenance by her Department and the Public Works Department.

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

<u>Utah Department of Transportation (UDOT) item D1: Continued discussion - proposed amendments to Syracuse Municipal Code</u>

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

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

Summary of City Responsibilities

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

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

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

Summary of UDOT Responsibilities

Accepts responsibility:

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

Additional Provisions

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

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.

<u>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.</u>

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:
 - o Landscaping behind the curb and gutter on the outside of the roadway.
 - o Facilities between curbs on City streets that are grade-separated from WDC.
 - o 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.

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

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
 - o Removing trash and dead plant materials
 - o Replenishing approved installations/repairing damages
 - o 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.

<u>Agreements/contracting issues E1: Interlocal agreement for</u> 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.

<u>Proposed amendments to the Syracuse City Fee Schedule pertaining to noise ordinance violation fee and park and trail violation fee</u>

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 surplussing 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.		
Dave Maughan	Cassie Z. Brown, MMC	
Mayor	City Recorder	
Date approved: July 8, 2025		