



SYRACUSE CITY

Syracuse City Council Business Meeting

August 12, 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: 830 1185 3895

Streamed on Syracuse City [YouTube Channel](#)

1. Meeting called to order.
Invocation or thought.
Pledge of Allegiance.
Adopt agenda.
2. Recognition:
 - a. Recognition of Retiring Police Chief Garret Atkin. (5 min.)
3. Proposed Resolution R25-34 appointing Alex Davis as the Police Chief of Syracuse City. (5 min.)
4. 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 August 12, 2025. Comments submitted by the deadline will be read for the record of the meeting.)*
5. Approval of minutes:
 - a. July 8, 2025 City Council Regular Meeting
 - b. July 22, 2025 City Council Work Session
 - c. July 22, 2025 City Council Special Meeting
6. Consent agenda: (2 min.)
 - a. Proposed Ordinance 25-31 amending the Syracuse City General Plan for approximately 1.882 acres of real property located at approximately 3400 W. 1700 S. from medium-density residential to commercial.
 - b. Proposed Ordinance 25-32 amending the Syracuse City Zoning Map for approximately 1.882 acres of real property located at approximately 3400 W. 1700 S., Residential R-1 to General Commercial GC.
 - c. Proposed Ordinance 25-33, amending Syracuse Municipal Code Section 11.20 pertaining to enforcement of parking regulations on public properties.
7. Public hearing: Proposed Resolution R25-35, updating and amending the Syracuse City Consolidated Fee Schedule by making changes to “working without a permit” violation fee. (10 min.)
8. Proposed Resolution R25-37 adopting the proposed Park-N-Ride Agreement by and between the Utah Department of Transportation (UDOT) and Syracuse City. (5 min.)
9. Proposed Ordinance 25-34 amending Section 4.35.160 of the Syracuse Municipal Code pertaining to concessions. (10 min.)
10. Proposed Resolution R25-36 affirming compliance with the Utah Lemonade Stand Law and supporting youth entrepreneurship within Syracuse City. (5 min.)
11. 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 August 12, 2025. Comments submitted by the deadline will be read for the record of the meeting.)*
12. Mayor/Council announcements.
13. Consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the character, professional competence, or physical or mental health of an individual; pending or reasonably imminent litigation; or the purchase, exchange, or lease of real property (if necessary).
14. Adjourn.

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 7th day of August, 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 August 7, 2025.

CASSIE Z. BROWN, MMC
SYRACUSE CITY RECORDER



COUNCIL AGENDA

August 7, 2025

Agenda Item #3

Resolution R25-34 Appointing Alex Davis to the Position of Police Chief

Background

The City recently conducted a search for a new Chief of Police following the retirement of outgoing Chief Garret Atkin. The Administration has conducted an advertising, interviewing, and selection process to find the appropriate candidate for the position. The interview consisted of a panel that included the Mayor, City Manager, Assistant City Manager, HR Manager, and two councilmembers. Through the selection process, the Mayor nominates Alex Davis to be appointed as the Syracuse Chief of Police.

Appointment of Position

The appointment of the position is accomplished through nomination by the Mayor with the advice and consent of the City Council.

Action Item

Vote on whether to approve Resolution R25-34 appointing Alex Davis to the position of Police Chief.

RESOLUTION R25-34

A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING ALEX DAVIS AS THE POLICE CHIEF FOR SYRACUSE CITY

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

WHEREAS, Alex Davis desires to be employed as the Police Chief of Syracuse City and the Mayor recommends that he be appointed to do so.

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

Section 1. Appointment: The Syracuse City Mayor, with advice and consent of the Council, hereby appoints Alex Davis to serve as the Police Chief pursuant to the City's Ordinances, Rules and Regulations.

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

Section 3. Effective Date: This Resolution shall become effective August 12, 2025.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY,
STATE OF UTAH, THIS 12th DAY OF AUGUST, 2025.**

ATTEST:

SYRACUSE CITY

Cassie Z. Brown, City Recorder

By: _____
Dave Maughan, Mayor



CITY COUNCIL

AGENDA

August 12, 2025

Agenda Item #5 Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meeting(s):
 - a. July 8, 2025 City Council Business Meeting
 - b. July 22, 2025 City Council Work Session Meeting
 - c. July 22, 2025 Special City Council Business Meeting
- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

Minutes of the Syracuse City Council Regular Meeting July 8, 2025

Minutes of the Regular Meeting of the Syracuse City Council, held on July 8, 2025, at 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 852 3160 0392, in-person in the City Council Chambers at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

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

DRAFT

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 Watson led the audience in the Pledge of Allegiance.

2. Recognition: Administer Oath of Office for Miss Syracuse royalty.

Mayor Maughan acknowledged and introduced Miss Syracuse royalty present this evening: Miss Syracuse, Grace Jones and Miss Teen Syracuse, Aspyne Rose Skinner. He then administered the Oath of Office for Ms. Jones and Ms. Skinner.

3. Public comment

Mark Jensen stated he is present to specifically address fees for businesses operating in City parks; he understands the need for appropriate fee schedules but urged the Council to include a de minimis exception in the fee schedule for child operated lemonade stands or small craft stores. This is not just about fostering youth entrepreneurialism, but it is also about aligning City ordinances with Utah Code 10-1-203 known as the Utah Young Entrepreneurial Act. This Act specifically prohibits municipalities from requiring a license, fee, or permit for any minor seeking to engage in a casual business or enterprise. He expounded on the definitions of these operations in the Act and stated a child's lemonade stand in a City park perfectly fits the

1 definition. He is aware of upcoming agenda items regarding use of City parks for commercial operations, but this matter is
2 distinct from those broader discussions. He asked the Council to support the City's youngest residents while also complying
3 with State laws.

4 Mayor Maughan clarified that the City currently does not require licenses for lemonade stands; the agenda item to be
5 discussed at the July 22 work session deals with permanent businesses that are seeking to rent or lease public space from the
6 City. Mr. Jensen stated that if that is the case, there is some confusion among several Department of the City as they removed
7 his nephew and daughter from a park because they were selling lemonade. The Police Department was contacted about the
8 matter and he and the children were informed that the operation was specifically prohibited on City property. Mayor Maughan
9 stated that is correct and noted a license is not required for lemonade stands operated on private property; however, anyone
10 doing business on public property must have permission to do so. Mr. Jensen emphasized that is why he is asking for a code or
11 fee schedule amendment to allow children to operate a business in a public park.

12
13 4. Approval of minutes

14 The following minutes were reviewed by the City Council: June 10, 2025 City Council Regular Meeting, Special
15 Redevelopment Agency (RDA) Meeting, and Special Municipal Building Authority (MBA) Meeting, and June 24, 2025 City
16 Council Work Session.

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

19
20 5a. Consent agenda: Award contract for municipal electric work.

21 An administrative staff memo explained the City's 2020 contract for streetlight installation service and miscellaneous
22 electrical work expires July 16, 2025. The proposal is to enter into a new two-year contract with renewals up to a ten-year
23 maximum. A Request for Proposal (RFP) for the service was advertised on May 28, 2025 with bids due on June 16, 2025; the
24 low bidder was VK Electric Inc.

25 COUNCILMEMBER CARVER MADE A MOTION TO AWARD A CONTRACT FOR MUNICIPAL ELECTRIC
26 WORK TO VK ELECTRIC, INC. COUNCILMEMBER CRAGUN SECONDED THE MOTION; ALL VOTED IN FAVOR.

27
28 5b. Consent agenda: Award contract for design of roundabout located at
29 approximately 3000 West 1900 South.

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An administrative staff memo explained the 3000 West roundabout design Request for Proposals (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 20th at 11:00 am. Three bid packets were received and have been provided to the Council for review prior to tonight's meeting; the bidders were:

- Bluline Designs / Demiurge
- Sean Orlando
- Sijia Chen Studio

Based on the criteria stated in the RFP, Administration recommends 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 in the past. 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. If the project is awarded, it will begin this summer with an anticipated completion date sometime in November 2025.

COUNCILMEMBER CARVER MADE A MOTION TO AWARD CONTRACT FOR DESIGN OF ROUNDABOUT LOCATED AT APPROXIMATELY 3000 WEST 1900 SOUTH. COUNCILMEMBER CRAGUN SECONDED THE MOTION; ALL VOTED IN FAVOR.

5c. Consent agenda: Proposed Resolution R25-29 authorizing the Mayor
to execute Interlocal Agreement for North Davis Metro SWAT Team.

An administrative staff memo explained 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

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new paragraphs dealing with insurance and indemnification and distribution of assets in the unlikely event that the SWAT Team ceases operations. The Police Chief and City Attorney have reviewed those changes and find them to be appropriate.

COUNCILMEMBER CARVER MADE A MOTION TO ADOPT RESOLUTION R25-29 AUTHORIZING THE MAYOR TO EXECUTE INTERLOCAL AGREEMENT FOR NORTH DAVIS METRO SWAT TEAM. COUNCILMEMBER CRAGUN SECONDED THE MOTION; ALL VOTED IN FAVOR.

6. Proposed Resolution R25-30 appointing Kelly Nielson to the Syracuse

City Planning Commission

An administrative staff memo explained 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.

COUNCILMEMBER WATSON MADE A MOTION TO ADOPT PROPOSED RESOLUTION R25-30 APPOINTING KELLY NIELSON TO THE SYRACUSE CITY PLANNING COMMISSION. COUNCILMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

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).

A memo from the Community and Economic Development (CED) department explained 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 April 8, 2025. 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 square feet). 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

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1 amendment in red. The Planning Commission discussed the item during their June 3, 2025 meeting. They also held a public
2 hearing and discussed further on June 17, 2025. Planning Commission felt it was important to also visit the parking
3 requirements for units in relation to on-street and tandem parking. The City Council reviewed the item on June 24, 2025 and
4 did not have any additional comments. All land use related text amendments require a public hearing and a recommendation
5 from Planning Commission; after those two things occur, the item is forwarded back to the City Council to potentially adopt
6 via ordinance.

7 Mayor Maughan noted there have been no changes to the proposal since the Council's last review and consideration
8 of the matter.

9 COUNCILMEMBER CRAGUN MADE A MOTION TO ADOPT ORDINANCE 25-30 AMENDING SYRACUSE
10 MUNICIPAL CODE (SMC) SECTIONS 10.82.030(C) AND 10.30.020(E)(18) PERTAINING TO ACCESSORY
11 DWELLING UNITS (ADUS. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR.

12
13 8. Public hearing: Proposed Resolution R25-31, amending the Syracuse
14 City Consolidated Fee Schedule pertaining to noise ordinance violation
15 fee, park and trail violation fee, and working without a permit fee.

16 An administrative staff memo explained the City updated its noise ordinance in April 2025. As part of the code, the
17 city council will need to establish fines for noise ordinance violations: "**6.40.100 Civil Violations – Penalty.** In lieu of criminal
18 proceedings, the City may address any violation of this chapter by issuing a civil citation with or without first issuing a notice
19 of violation. Fines shall be established by the City Council. Individuals and business entities to whom civil citations are issued
20 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
21 § 1.]" The council decided on the following sliding fee schedule:

- 22 • First Offense - \$100
- 23 • Second Offense - \$250
- 24 • Third Offense - \$500
- 25 • Fourth Offense - \$750
- 26 • All additional Offenses - \$1000

27 The city council will also need to set fines for parks and trails violations in accordance with section 4.35.230 of the
28 municipal code: "**4.35.230 Violations – Penalty.** (A) A person who violates any regulation or rule established under this
29 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

Additionally, in recent months, there has 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.

Mr. Marshall reviewed his staff memo. He noted the final item included in his memo pertaining to the need to impose fines for working without a permit was not discussed during June work session when the other fee amendments were introduced.

Councilmember Watson asked what type of activity would be included under the term 'working without a permit'. Mr. Marshall stated it is largely building and construction activity and there have been instances of contractors starting a project before a permit is finalized. Mayor Maughan asked most violations relate to larger projects or small home improvements. Mr. Marshall stated most offenses are for new construction. Councilmember Carver stated that may be the case, but there will still be opportunities for the City to impose the fine on someone who simply does not obtain a permit for installing a new water heater. She stated that the \$500 fee for that type of offense seems too high, but she does feel that \$100 for a first offense and \$500 for a second offence would be acceptable. Mayor Maughan agreed and stated he would be supportive of a smaller fine for a home improvement or repair project and the larger fee for new construction projects. Councilmember Watson agreed and added he would like to review the matter further and understand the types of work that require a permit before supporting the fee amendment for working without a permit.

Mayor Maughan opened the public hearing at 6:14 p.m.; there were no persons appearing to be heard and the public hearing was closed.

COUNCILMEMBER WATSON MADE A MOTION TO ADOPT RESOLUTION R25-31, AMENDING THE SYRACUSE CITY CONSOLIDATED FEE SCHEDULE PERTAINING TO NOISE ORDINANCE VIOLATION FEE AND PARK AND TRAIL VIOLATION FEE, BUT NOT THE FEE FOR WORKING WITHOUT A PERMIT. COUNCILMEMBER CARVER SECONDED THE MOTION; ALL VOTED IN FAVOR.

9. Authorize Administration to dispose of surplus property.

An administrative staff memo provided the following information about the items recommended for surplus:

- 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.

Mr. Marshall briefly reviewed the staff memo.

COUNCILMEMBER ROBERTSON MADE A MOTION TO AUTHORIZE ADMINISTRATION TO DISPOSE OF SURPLUS PROPERTY. COUNCILMEMBER CRAGUN SECONDED THE MOTION; ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER SAVAGE WHO VOTED IN OPPOSITION.

10. Proposed Resolution R25-32 authorizing execution of Cooperative Agreement with UDOT for maintenance of trail and associated lighting along the West Davis Corridor.

An administrative staff memo 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. The memo summarized the responsibilities of both parties:

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

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
6. 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

The memo concluded that the combined total of increased workload is six to 10 hours per week plus costs of maintenance; the total approximate fiscal impact is \$10,000 to \$20,000 per year.

Councilmember Cragun asked if the additional workload associated with this agreement can be handled by existing staff. Parks and Recreation Director Robinson stated that she does not believe she has a choice but to accept the additional workload. Councilmember Carver stated she feels that is unfair to City staff. Councilmember Watson agreed but noted the City

is left without a choice in this situation; if the City does not accept responsibility for the improvements, they will not be maintained by UDOT.

COUNCILMEMBER ROBERTSON MADE A MOTION TO ADOPT RESOLUTION R25-32 AUTHORIZING EXECUTION OF COOPERATIVE AGREEMENT WITH UDOT FOR MAINTENANCE OF TRAIL AND ASSOCIATED LIGHTING ALONG THE WEST DAVIS CORRIDOR. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER CARVER WHO VOTED IN OPPOSITION.

11. Proposed Resolution R25-33 authorizing execution of Master Landscape Maintenance Agreement with UDOT for maintenance of landscaping on West Davis Corridor.

An administrative staff memo 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 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. The memo summarized the responsibilities of both parties:

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 notifying 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
4. 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
7. 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
7. Total: 3-5 hours per week

The combined total increased workload is seven to 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.

Councilmembers Carver and Cragun indicated they have the same concerns regarding this agreement as the previous agreement; the workload associated with this agreement is more intensive than for the previous agreement, and the fiscal impact is higher. Assistant City Manager Marshall stated he understands and noted that the Parks and Recreation Department is currently short-staffed. This will be an increased burden on the Department and coupled with the addition of the regional park next year, he believes it will be necessary for the Council to consider additional employment positions in the Department to handle these increases.

Councilmember Cragun stated that prior to making a motion, he wanted to indicate for the record that he understands approving this agreement and the prior agreement will increase the burden on staff and the costs associated with maintenance, but he feels it is necessary and important for the Council to consider how to address this matter in the future, whether that is via a tax increase or some other mechanism. He stated he feels he does not have a choice but to vote to approve the agreements, but the City needs to consider how to pay for the staffing and cost increases. Councilmember Savage agreed and stated that the City employees are overburdened in these areas, and those issues need to be addressed. Councilmember Carver agreed; she has visited with City employees and the increased workload placed on them is excessive. Councilmember Watson stated he is equally concerned that a State agency such as UDOT can unload these responsibilities onto smaller cities with no funding or resources. Councilmember Carver agreed.

Councilmember Cragun asked that the City Attorney or another member of City Administration reach out to the State Attorney General to understand their position on this matter and whether the City has any recourse regarding their handling of this matter.

COUNCILMEMBER SAVAGE MADE A MOTION TO ADOPT RESOLUTION R25-33 AUTHORIZING EXECUTION OF MASTER LANDSCAPE MAINTENANCE AGREEMENT WITH UDOT FOR MAINTENANCE OF LANDSCAPING ON WEST DAVIS CORRIDOR, AND DIRECTING STAFF TO COMMUNICATE WITH THE STATE OF UTAH REGARDING THEIR ACTION TO SHIFT THESE RESPONSIBILITIES TO SYRACUSE CITY. COUNCILMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

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).

An administrative staff memo explained 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

1 gravity irrigation system near The Fields Subdivision's open space. The easement and irrigation work will be owned and
2 maintained by the Nature Conservancy and action on the acquisition of the property could not occur until the Utah Department
3 of Transportation (UDOT) appraised the property and made a purchase offer to the City. In June of this year, the City received
4 word that the appraisals were complete and UDOT was ready to proceed with the purchase. The offer letters and REPCs are
5 included as part of these packet materials.

6 Councilmember Watson asked about the property for which the purchase price is \$0. Assistant City Manager Marshall
7 stated that property is underneath a roadway and has no real value.

8 The Council briefly discussed the purpose of the transaction, to which Mr. Marshall explained UDOT needs to acquire
9 the property to ensure proper delivery of excess irrigation water to the Nature Conservancy. City Manager Bovero added that
10 this transaction is related to the wetland mitigation aspect of the West Davis Corridor project.

11 Mr. Marshall indicated that there may be an error in one of the property addresses and that will be corrected before
12 the agreements are executed.

13 COUNCILMEMBER ROBERTSON MADE A MOTION TO AUTHORIZE MAYOR MAUGHAN TO EXECUTE
14 REAL ESTATE PURCHASE CONTRACTS (REPC) FOR TWO PROPERTIES LOCATED AT APPROXIMATELY 2550
15 WEST AND GENTILE (LAND SERIAL NUMBERS 15-019-0134 AND R199: 126D:E). COUNCILMEMBER WATSON
16 SECONDED THE MOTION; ALL VOTED IN FAVOR.

17
18 13. Authorize Administration to award contract for Antelope Drive Trail

19 Phase One.

20 A memo from the Public Works Department explained this project consists of improvements along the south side of
21 Antelope Drive from approximately 3200 West (east side of Ranchettes Subdivision) to 3385 West Street. Improvements
22 include:

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

26 The project will begin once contracts are in place and will be complete by the spring of 2026. Bids were opened on
27 July 1, 2025. There were 27 plan holders, and two bids were received. The low bidder is Leon Poulsen Construction Company,

City Council Regular meeting
July 8, 2025

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 Class C	50-16-70 Culinary Capital	50-16-70 Sewer Capital	30-40-70 Secondary Meter Conversion s	30-16-70 Secondary Capital
Bid	\$320,506.00	\$270,438.00	\$25,355.00	\$30,230.00	\$60,746.00
Budget	\$350,000.00	\$300,000.00	\$25,355.00	\$30,230.00	\$80,000.00
Difference	\$29,494.00	\$29,562.00	\$0.00	\$0.00	\$2,049.08

Public Works Director Whiteley reviewed his staff memo.

Councilmember Savage commented he is very excited about the addition of this trail.

COUNCILMEMBER SAVAGE MADE A MOTION TO AUTHORIZE ADMINISTRATION TO AWARD CONTRACT FOR ANTELOPE DRIVE TRAIL PHASE ONE. COUNCILMEMBER WATSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

14. Authorize Administration to award contract for Syracuse Reservoir
West Branch Gravity Irrigation Supply.

A memo from the Public Works Department explained 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. The project will begin once contracts are in place and will be complete by December 2025. 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 Class C	31-40-70 Secondary Impact
Bid	\$198,222.50	\$328,371.50
Budget	\$200,000.00	\$215,000.00
Difference	\$1,777.50	-\$113,371.50

Public Works Director Whiteley reviewed his staff memo.

COUNCILMEMBER WATSON MADE A MOTION TO AUTHORIZE ADMINISTRATION TO AWARD CONTRACT FOR SYRACUSE RESERVOIR WEST BRANCH GRAVITY IRRIGATION SUPPLY. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR.

15. Public comments

Shauna Packer echoed the comments made by Mr. Jensen at the beginning of tonight's meeting; the City already allows use of City property by adults or commercial entities who have a business license or pay for a permit. As parents, she has tried to teach her children hard work and how to develop a successful business as this will benefit them as adults. Removing restrictions on youth operated businesses are the problems that the Utah Entrepreneur Act is meant to solve. She understands that her child can sell lemonade on her street without these restrictions, but she lives on a street that has very little traffic. If he were able to sell at a park, he would have more success.

16. Mayor/Council announcements.

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

COUNCILMEMBER MADE A MOTION TO ADJOURN. COUNCILMEMBER SECONDED THE MOTION ALL VOTED IN FAVOR TO ADJOURN.

The meeting adjourned at 6:45 p.m.

Dave Maughan
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Syracuse City Council Special Business Meeting, July 22, 2025

Minutes of the special meeting of the Syracuse City Council, held on July 22, 2025 at 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 846 8515 8281, 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: Brett Cragun
Julie Robertson
Jordan Savage
Paul Watson

DRAFT

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

City Employees Present:
Assistant City Manager Stephen Marshall
City Attorney Colin Winchester
Public Works Director Robert Whiteley
Parks and Recreation Director Kresta Robinson
Community and Economic Development Director Noah Steele

1. Meeting called to order.

Mayor Maughan called the meeting to order at 8:02 p.m. as a special meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember.

2. Consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the character, professional competence, or physical or mental health of an individual; pending or reasonably imminent litigation; or the purchase, exchange, or lease of real property (if necessary).

COUNCILMEMBER WATSON MOVED TO ADJOURN INTO CLOSED EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF SECTION 52-4-205 OF THE OPEN AND PUBLIC MEETINGS LAW FOR THE PURPOSE OF DISCUSSING THE CHARACTER, PROFESSIONAL COMPETENCE, OR PHYSICAL OR MENTAL HEALTH OF AN INDIVIDUAL; PENDING OR REASONABLY IMMINENT LITIGATION; OR THE PURCHASE, EXCHANGE, OR LEASE OF REAL PROPERTY. COUNCILMEMBER CRAGUN SECONDED THE MOTION. ALL VOTED AYE.

The Closed Session began at 8:02 p.m.

City Council Special Meeting

July 22, 2025

1 The Special Meeting reconvened at 8:57 p.m.

2

3 COUNCILMEMBER ROBERTSON MADE A MOTION TO ADJOURN. COUNCILMEMBER SAVAGE
4 SECONDED THE MOTION; ALL VOTED IN FAVOR.

5

6 The meeting adjourned at 8:57 p.m.

7

8

9

10

11 _____
12 Dave Maughan
13 Mayor

Cassie Z. Brown, MMC
City Recorder

13

14 Date approved: _____



COUNCIL AGENDA

August 12, 2025

Agenda item #6.a

Proposed General Plan and Zoning Map Amendment

Summary

The city has received Rezone and General Plan Map Amendment applications from Rick Peterson of FSP10 Sunquest 2, LLC for approximately 1.882 acres located approximately 3400 W 1700 S. The request includes two parcels. The land is owned by FSP10 Sunquest 2 LLC. The applicant provided the following reasons for the requested change: "Rezone to General Commercial to develop a retail center."

Context

The property is located west of the Glen Eagle Golf Course Club House. The property includes a single family home. The south edge of the property has frontage on 1700 S/ Antelope Drive/ SR 127 which is a UDOT state highway. The east edge of the property is an open field and the west is another single family home. Land use to the north of the property is the first hole of Glen Eagle Golf Course. South of the property is a large lot single family residential subdivision named Ranchettes West.

Zoning

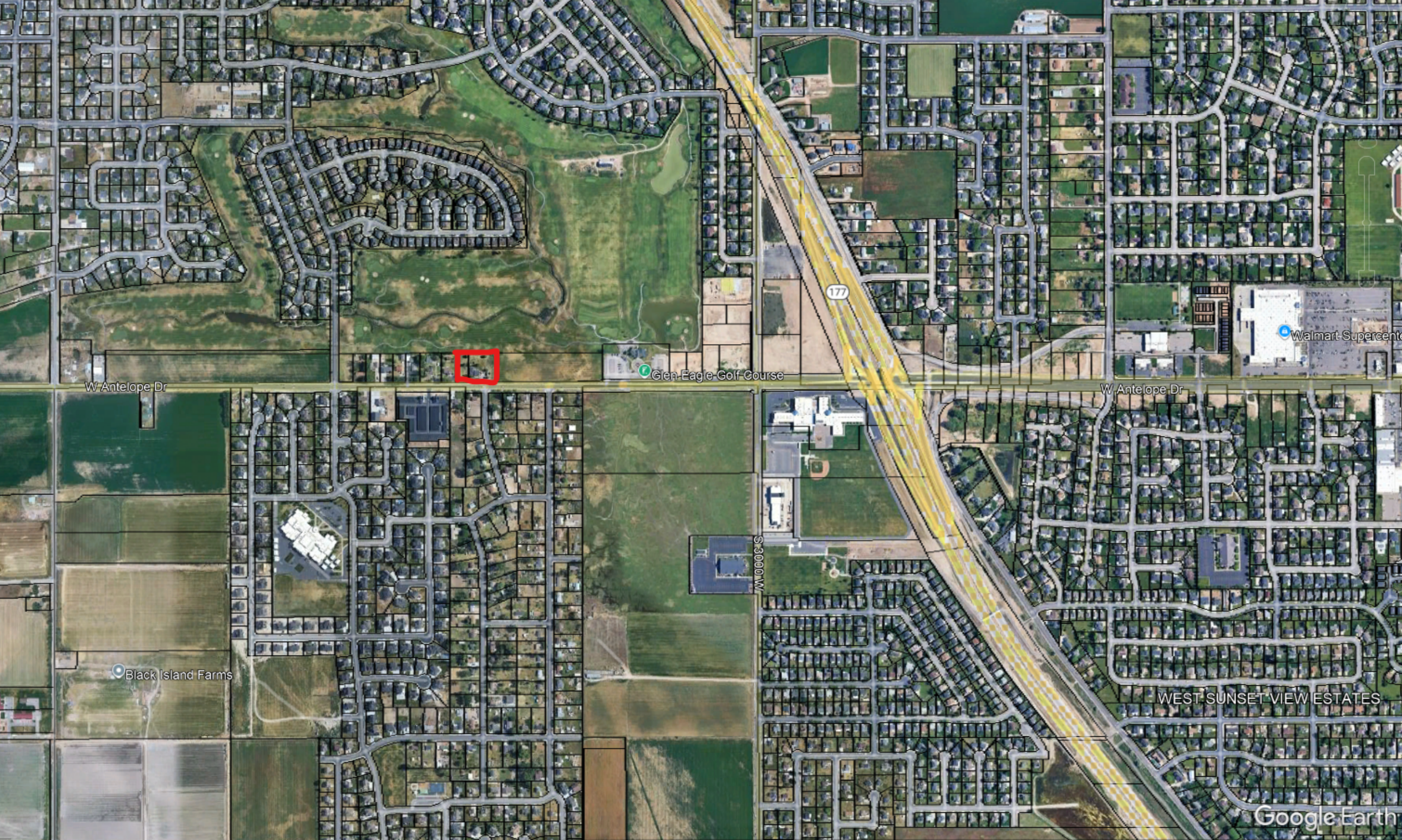
The current zoning on the parcels is R-1 residential. The R-1 zone is a single family zone that allows 2.3 units per acre and a minimum lot size of 12,000 sf. Zoning to the east is already GC. Zoning to the west is R-1. Zoning to the south is R-1 and Neighborhood Services.

General Plan

The property is general planned for "Medium Density Residential". General Plan to the north is low density residential. General Plan to the south is low density residential/commercial. General Plan to the east is commercial. General Plan to the west is medium density residential. The requested zoning of GC is not consistent with the general plan as it currently sits. The applicant has applied to amend the General Plan to Commercial which if granted, would then make the zoning congruent with the general plan.

Process

As explained in 10.20.070 (D)(3-4), Planning Commission is the advisory body to the City Council for zoning and General Plan map amendments. The Planning Commission is required to hold a public hearing and forward a recommendation to approve, approve with modifications, or deny the request. The Planning Commission held a public hearing on 7/1/25 and forwarded a recommendation to approve with a vote of 4-1. The City Council will then review the recommendation and make a decision. During the public meeting the City Council can approve, approve with modifications, or deny the proposal. 10.20.070 (E) explains that amendments to the zoning map are matters of legislative discretion by the City Council after considering if the application would be harmonious with the overall character of the existing development, the extent to which it may adversely affect adjacent property, and the adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.



W Antelope Dr

Glen Eagle Golf Course

Walmart Supercenter

W Antelope Dr

S 3000 W

Black Island Farms

WEST SUNSET VIEW ESTATES

Google Earth

ORDINANCE NO. 25-31

AN ORDINANCE AMENDING THE SYRACUSE CITY GENERAL PLAN MAP FOR APPROXIMATELY 1.882 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 3400 W. 1700 S. FROM MEDIUM DENSITY RESIDENTIAL TO COMMERCIAL

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

WHEREAS, the City received an application for an amendment to the general plan map from Rick Peterson of FSP10 Sunquest 2, LLC, proposing that property located at approximately 3400 W. 1700 S. be changed from MEDIUM DENSITY RESIDENTIAL to COMMERCIAL; and

WHEREAS, the Planning Commission reviewed the application for the proposed amendment and conducted a properly noticed public hearing on July 1, 2025; and

WHEREAS, the Planning Commission forwarded a recommendation to the City Council to approve the proposed general plan map amendment; and

WHEREAS, the City Council, having reviewed the Planning Commission's recommendation and the proposed general plan map amendment, found it in the best interest of the City to approve the requested general plan amendment;

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

Section 1. Amendment. The general plan map of Syracuse City is hereby amended, changing the general plan map for property located at approximately 3400 W. 1700 S. from MEDIUM DENSITY RESIDENTIAL to COMMERCIAL, as more particularly depicted in Exhibit A.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS
12TH DAY OF AUGUST, 2025.**

CASSIE Z. BROWN
City Recorder

DAVE MAUGHAN
Mayor

Voting by the Council:

AYE

NAY

Councilmember Carver

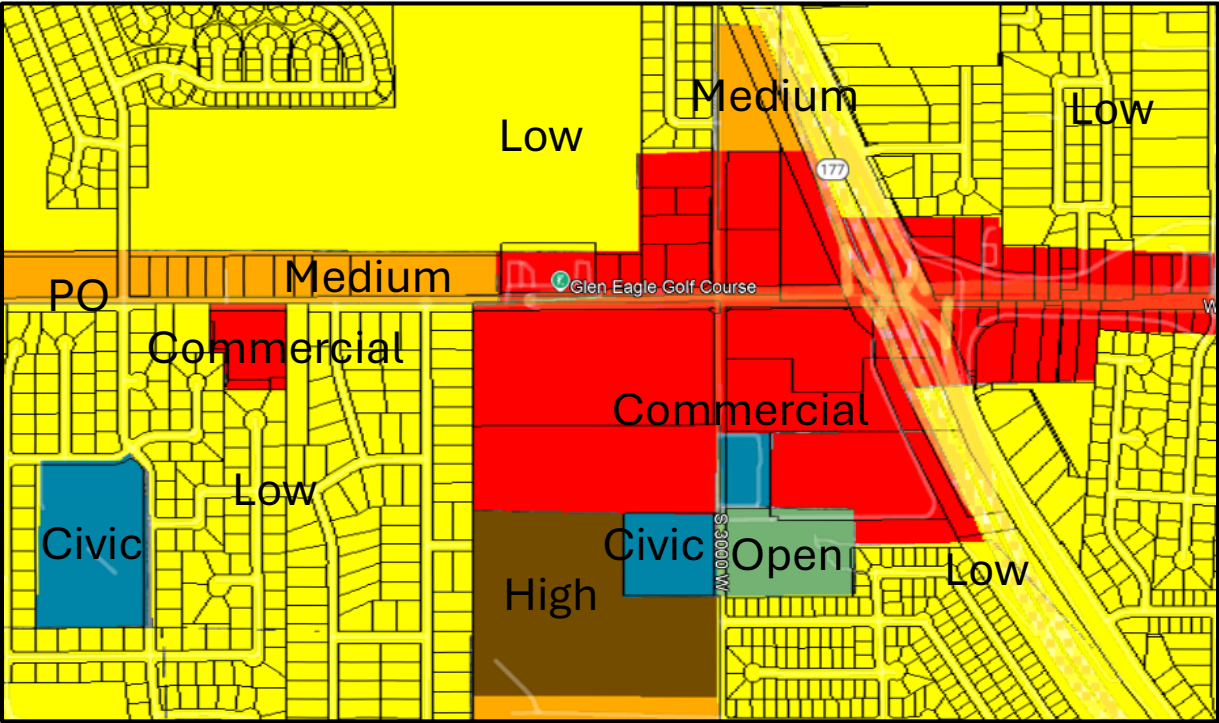
Councilmember Cragun

Councilmember Robertson

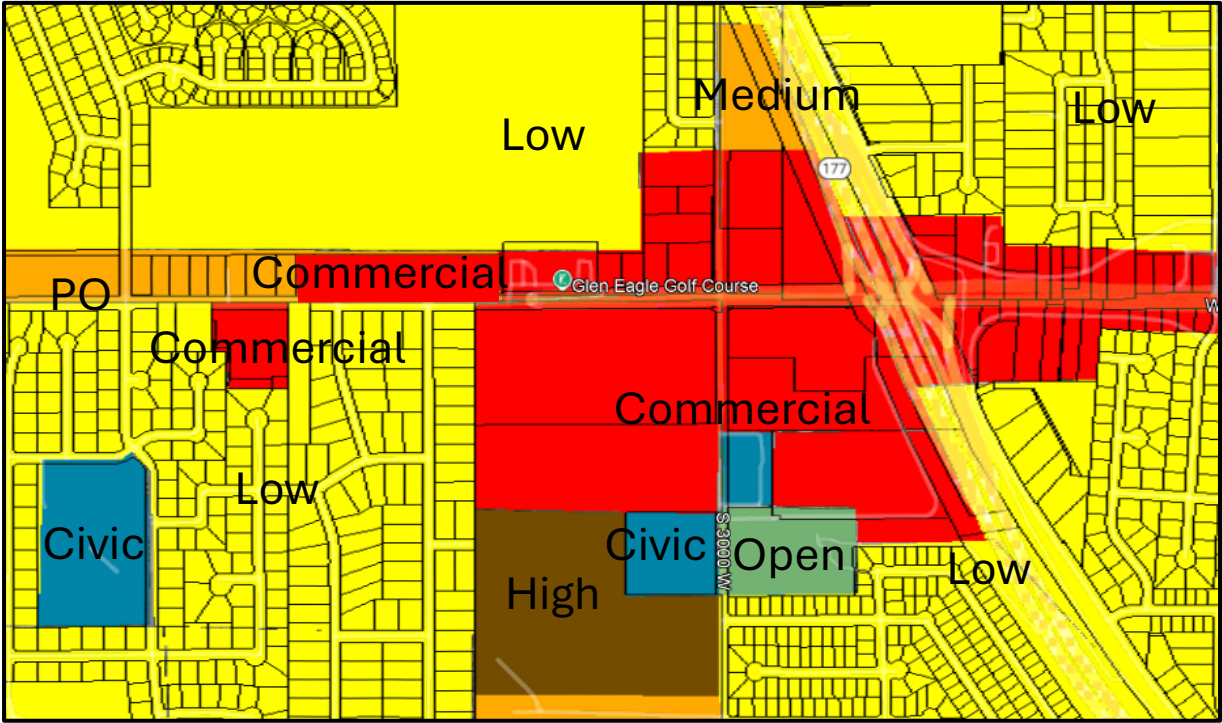
Councilmember Savage

Councilmember Watson

Existing General Plan Map (Medium Density Residential)



Proposed General Plan Map (Commercial)





COUNCIL AGENDA

August 12, 2025

Agenda item #6.b

Proposed General Plan and Zoning Map Amendment

Summary

The city has received Rezone and General Plan Map Amendment applications from Rick Peterson of FSP10 Sunquest 2, LLC for approximately 1.882 acres located approximately 3400 W 1700 S. The request includes two parcels. The land is owned by FSP10 Sunquest 2 LLC. The applicant provided the following reasons for the requested change: "Rezone to General Commercial to develop a retail center."

Context

The property is located west of the Glen Eagle Golf Course Club House. The property includes a single family home. The south edge of the property has frontage on 1700 S/ Antelope Drive/ SR 127 which is a UDOT state highway. The east edge of the property is an open field and the west is another single family home. Land use to the north of the property is the first hole of Glen Eagle Golf Course. South of the property is a large lot single family residential subdivision named Ranchettes West.

Zoning

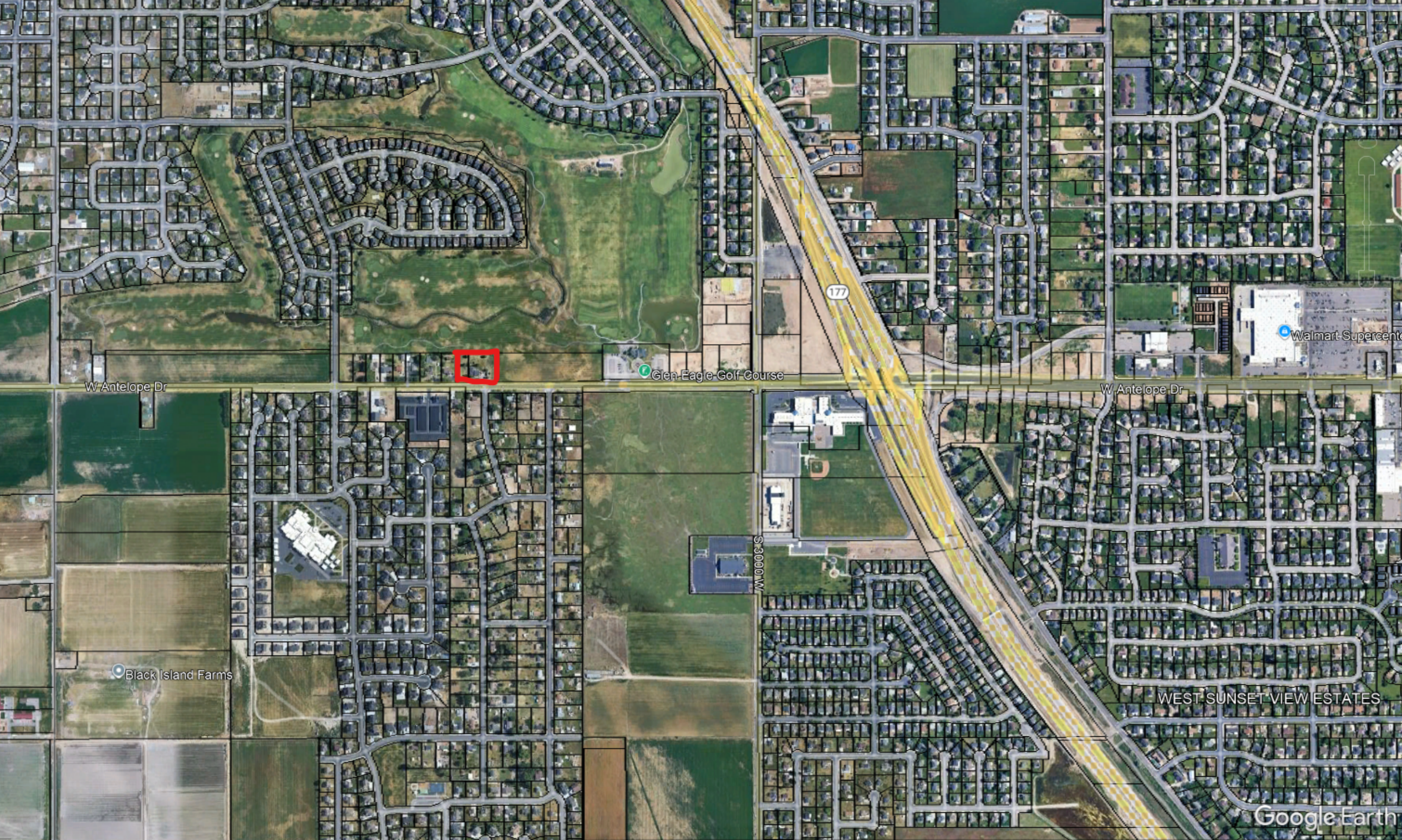
The current zoning on the parcels is R-1 residential. The R-1 zone is a single family zone that allows 2.3 units per acre and a minimum lot size of 12,000 sf. Zoning to the east is already GC. Zoning to the west is R-1. Zoning to the south is R-1 and Neighborhood Services.

General Plan

The property is general planned for "Medium Density Residential". General Plan to the north is low density residential. General Plan to the south is low density residential/commercial. General Plan to the east is commercial. General Plan to the west is medium density residential. The requested zoning of GC is not consistent with the general plan as it currently sits. The applicant has applied to amend the General Plan to Commercial which if granted, would then make the zoning congruent with the general plan.

Process

As explained in 10.20.070 (D)(3-4), Planning Commission is the advisory body to the City Council for zoning and General Plan map amendments. The Planning Commission is required to hold a public hearing and forward a recommendation to approve, approve with modifications, or deny the request. The Planning Commission held a public hearing on 7/1/25 and forwarded a recommendation to approve with a vote of 4-1. The City Council will then review the recommendation and make a decision. During the public meeting the City Council can approve, approve with modifications, or deny the proposal. 10.20.070 (E) explains that amendments to the zoning map are matters of legislative discretion by the City Council after considering if the application would be harmonious with the overall character of the existing development, the extent to which it may adversely affect adjacent property, and the adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.



W Antelope Dr

Glen Eagle Golf Course

Walmart Supercenter

W Antelope Dr

S 3000 W

Black Island Farms

WEST SUNSET VIEW ESTATES

Google Earth

ORDINANCE NO. 25-32

AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP FOR APPROXIMATELY 1.882 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 3400 W. 1700 S. FROM R-1 TO GC

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

WHEREAS, the City received an application for an amendment to the zoning map from Rick Peterson of FSP10 Sunquest 2, LLC, proposing that property located at approximately 3400 W. 1700 S. be changed from R-1 to GC; and

WHEREAS, the Planning Commission reviewed the application for the proposed amendment and conducted a properly noticed public hearing on July 1, 2025; and

WHEREAS, the Planning Commission forwarded a recommendation to the City Council to approve the proposed zoning map amendment; and

WHEREAS, the City Council, having reviewed the Planning Commission's recommendation and the proposed zoning map amendment, found it in the best interest of the City to approve the requested zoning;

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

Section 1. Amendment. The zoning map of Syracuse City is hereby amended, changing the zoning for property located at approximately 3400 W. 1700 S. from R-1 to GC, as more particularly depicted in Exhibit A.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS
12TH DAY OF AUGUST, 2025.**

CASSIE Z. BROWN
City Recorder

DAVE MAUGHAN
Mayor

Voting by the Council:

AYE

NAY

Councilmember Carver

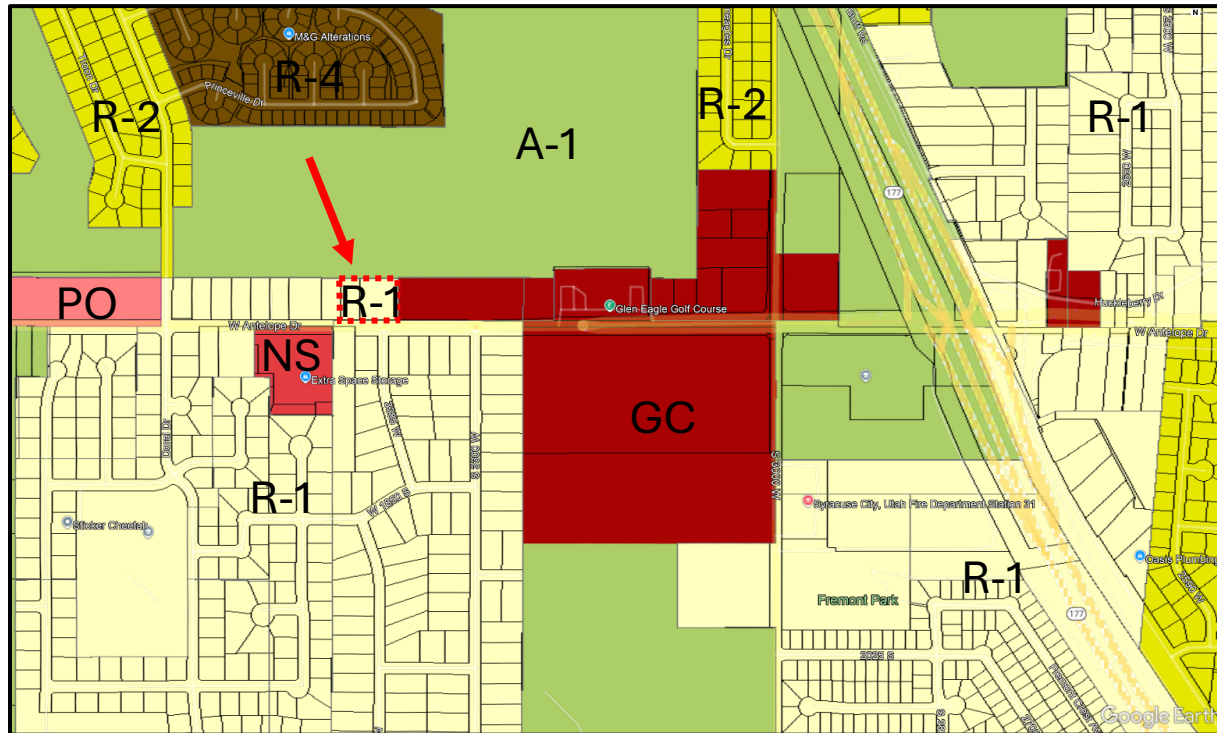
Councilmember Cragun

Councilmember Robertson

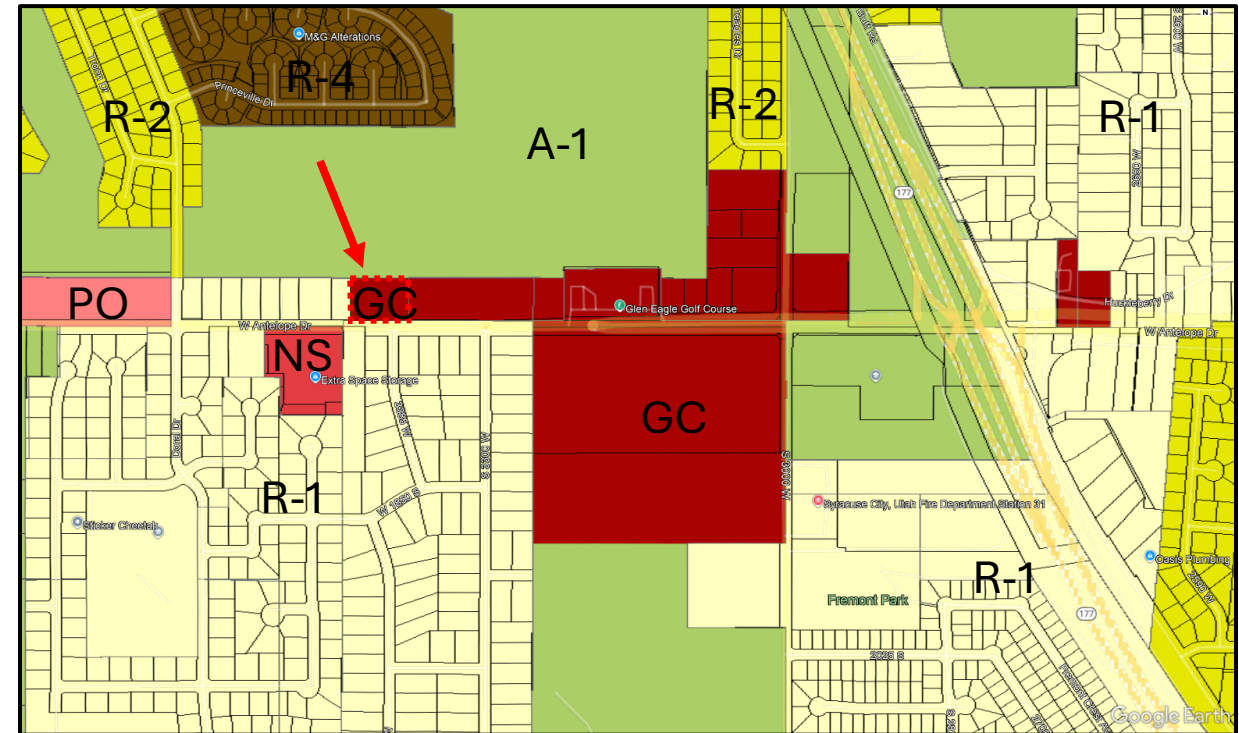
Councilmember Savage

Councilmember Watson

Existing Zoning (R-1)



Proposed Zoning (GC)





COUNCIL AGENDA

August 12, 2025

Submitted by Colin Winchester

Agenda Item #6.c ORD 25-33 – Parking Ordinance Revisions

Factual Summation

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

Discussion Goals

Discuss and determine whether to approve the proposed ordinance.

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

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

Colin Winchester

June 16, 2025

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

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

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

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

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

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

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

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

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

ORDINANCE 25-33
AN ORDINANCE AMENDING SYRACUSE MUNICIPAL CODE TITLE 11 CHAPTER 20

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

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

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

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12TH DAY OF AUGUST, 2025.

CASSIE Z. BROWN
City Recorder

DAVE MAUGHAN
Mayor

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

Chapter 11.20

ADDITIONAL STOPPING, STANDING, AND PARKING REGULATIONS

Sections:

11.20.010 Purpose.

11.20.015 Definitions.

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

11.20.030 Administration and enforcement.

11.20.040 Appeals.

11.20.050 Off-street parking during winter months.

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

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

11.20.080 Parking restrictions.

11.20.085 Parking by permit in specific areas.

11.20.090 Impoundment authorized.

11.20.100 Evasion of parking regulations.

11.20.010 Purpose.

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

11.20.015 Definitions.

For purposes of this chapter:

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

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

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

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

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

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

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

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

11.20.030 Administration and enforcement.

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

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

(1) Date and time;

(2) Location of parked vehicle;

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

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

(5) The penalty fee.

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

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

(D) The citation shall inform the recipient of:

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

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

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

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

11.20.040 Appeals.

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

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

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

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

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

(1) The vehicle was reported as stolen; or

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

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

11.20.050 Off-street parking during winter months.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.20.080 Parking restrictions.

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

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

11.20.085 Parking by permit in specific areas.

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

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

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

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

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

11.20.090 Impoundment authorized.

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

11.20.100 Evasion of parking regulations.

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

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

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

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



COUNCIL AGENDA

August 12, 2025

Agenda Item #7

Proposed Resolution R25-35, amending the Syracuse City Consolidated Fee Schedule pertaining to working without a permit fee.

Factual Summation

- Any question regarding this agenda item may be directed at Assistant City Manager, Stephen Marshall.
- The council discussed working without a permit fine at the July work session and determined that this fee should be adjusted to include a larger tiered fine for contractors who perform work without a permit.
- We currently have in the fee schedule a Construction Activity Without a Building Permit When Required for \$100.00. We are proposing to add a new tier - Construction Activity Without a Building Permit When Required – Contractor. The proposal on the fine would be \$500.00 on the first offense and \$1,000 on subsequent offenses. The building official will have discretion on when these fines will be imposed.
- I also created a new category titled “Building Fines” and moved the fines listed below from other sections of the fee schedule to this section since they are related to building. The item in red is our new fee proposed above.

Building Fines			
Construction Activity Without a Building Permit When Required	\$100.00 per Incident	NA NA	
Construction Activity Without a Building Permit When Required - Contractor	\$500.00 1st incident	\$1,000.00 each additional incident	
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		

Action Items

- Determine whether to approve a resolution adjusting the consolidated fee schedule for working without a permit fine.

RESOLUTION NO. R25-35

A RESOLUTION OF THE SYRACUSE CITY COUNCIL UPDATING AND AMENDING THE SYRACUSE CITY CONSOLIDATED FEE SCHEDULE BY MAKING CHANGES TO 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 has discussed the proposed changes and 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 12th DAY OF AUGUST 2025.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Dave Maughan, Mayor

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
Public Works Fines						
Fines - Water Meter Tampering	\$100.00	1st incident		\$500.00	2nd incident	
Cross Connection of Culinary & Secondary Lines (No water contamination of city water supply)	\$1,000.00	per incident		reimbursement of city costs to remediate		
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	
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				
Building Fines						
Construction Activity Without a Building Permit When Required	\$100.00	per Incident		NA	NA	
Construction Activity Without a Building Permit When Required - Contractor	\$500.00	1st incident		\$1,000.00	each additional incident	
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				
Code Enforcement Fines						
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				
Police Department Fines						
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	



COUNCIL AGENDA

August 12, 2025

Agenda Item #8

Proposed UDOT Agreement for WDC Park and Rides

Background

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

Summary of City Responsibilities

1. The city shall maintain, at its own cost, the following:

- Snow removal
- Maintenance of landscaping
- Electrical power to lighting
- Light poles and fixtures
- Police services
- Trash removal and litter control
- Repair and Replacement of asphalt parking
- Maintenance of parking lot striping
- Trailhead maintenance
- Mowing weeds up to the UDTO fences

2. If the city does not maintain the Facility, UDOT will notify the city. If the city does not perform the work within 30 days, UDOT may perform the work and charge the CITY.

3. The city will retain ownership

- In the event the City transfers the property or uses the described property for uses inconsistent for other than a Park and Ride and change its principal use, the property shall automatically revert to UDOT's Ownership

- As long as the park and ride has a primary use as a park and ride, the city may utilize it for any purpose deemed in the best interest of the city.

Summary of UDOT Responsibilities

1. Deed property to Syracuse City
2. Notify the City before any construction or maintenance is performed by UDOT on or near the park and ride facilities.

Estimated Maintenance Costs

Below is an outline of the estimated annualized maintenance costs for the park-n-ride lots located on Antelope and 2000 West:

Annualized Maintenance of Both Park and Ride Locations

Antelope Park-n-Ride

1. Snowplowing (35 snow days)- \$17,500.00
 2. Weed Control- \$7,000.00
 3. Trash Litter Control- \$6,000.00
 4. Line Striping (2.5 years)- \$3,067.00
 5. Lighting Maintenance- \$6,000.00
 6. Graffiti Vandalism Repair- \$600.00
 7. Crack Seal Surface Preservation (5year)- \$6,134.00
 8. Repaving (20 years)- \$13,419.00
- Total: \$59,721.00
Pavement Area- 76,680 SF

2000 West Park-n-Ride

1. Snowplowing (35 snow days)- \$17,500.00
 2. Weed Control- \$5,864.00
 3. Trash Litter Control- \$6,000.00
 4. Line Striping (2.5 years)- \$3,031.00
 5. Lighting Maintenance- \$7,000.00
 6. Graffiti Vandalism Repair- \$600.00
 7. Crack Seal Surface Preservation (5year)- \$6,062.00
 8. Repaving (20 years)- \$13,261.00
- Total: \$59,318.00
Pavement Area- 75,775 SF

Combined Annual Total: \$119,038.00

Action Item

1. Vote on the Resolution whether to Authorize the Mayor to execute the Cooperative Agreement with UDOT for Park-n-Ride Ownership and Maintenance.

RESOLUTION NO. R25-37

A RESOLUTION OF THE SYRACUSE CITY COUNCIL TO ADOPT THE PROPOSED PARK-N-RIDE AGREEMENT BY AND BETWEEN THE UTAH DEPARTMENT OF TRANSPORTATION (UDOT).

WHEREAS, the Syracuse City Council has reviewed the attached document entitled “*Cooperative Agreement Park and Ride*”, dated August 12, 2025, and finds it to be consistent with the city’s development priorities; and

WHEREAS, the Utah Department of Transportation (“UDOT”) has completed construction of SR-177, West Davis Corridor, in Davis County, Utah (“WDC”), including associated plans, and specifications; and

WHEREAS, the parties seek to define ownership, maintenance, and operation responsibilities for the park and ride improvements under this Agreement; and

WHEREAS, the Syracuse City Council finds it in the City’s best interest to formally adopt this Agreement to ensure ongoing alignment between the City and State jurisdictions.

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

Section 1. Adoption by Reference. The Syracuse City Council hereby adopts the agreement titled, “*Cooperative Agreement Park and Ride*,” attached hereto and incorporated into this Resolution as Exhibit A. This document shall serve as the official contract for both governing parties to reference.

Section 2. Implementation. City administration and all departments are directed to use the adopted Cooperative Agreement for any related maintenance or enforcement duties. The document may be reviewed and updated with the approval of UDOT and City Council.

Section 3. 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 4. Effective Date. This Resolution shall take effect immediately upon passage and adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY,
STATE OF UTAH, THIS 12th DAY OF AUGUST 2025.**

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Dave Maughan, Mayor

COOPERATIVE AGREEMENT

Park and Ride

THIS COOPERATIVE AGREEMENT ("Agreement") made and entered into this 12th day of August, 2025, by and between the **UTAH DEPARTMENT OF TRANSPORTATION ("UDOT")**, an agency of the State of Utah, and **Syracuse City ("CITY")**, a political subdivision of the State of Utah.

RECITALS

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

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

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

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

AGREEMENT:

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

SPECIAL PROVISIONS

1. WDC PARKING LOT OWNERSHIP AND MAINTENANCE

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

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

- Trailhead maintenance
 - Mowing weeds up to the UDOT fence along the N/A line.
- 1.2. The CITY will retain ownership of the real properties on which the park and ride facility resides. In the event the CITY transfers the property or uses the described property for uses inconsistent for other than a Park and Ride and change its principal use, the property shall automatically revert to, vest in, and become the fee property of the Utah Department of Transportation and assigns.
 - 1.3. Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.
 - 1.4. The UDOT reserves rights to use the abutting state property for highway purposes and excludes from this grant any rights to air, light, view and visibility over and across the abutting state property. The CITY is hereby advised that due to present or future construction on the adjacent highway including but not limited to excavation, embankment, structures, poles, signs, walls, fences and all other activities related to highway construction or which may be permitted within the Highway Right of Way that air, light, view and visibility may be restricted or obstructed on the above property.
 - 1.5. Pursuant to Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the Park and Ride land is granted without access to or from the adjoining freeway over and across the northerly boundary line of said tract of land.
 - 1.6. Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.
 - 1.7. Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the Park and Ride properties.
 - 1.8. As long as the park and ride has a primary use as a park and ride, the City may utilize it for any purpose deemed in the best interest of the City, and has the authority as property owner to grant easements upon the property.
2. Through its South District Engineer, **UDOT** shall notify the **CITY** at least 48 hours in advance of **UDOT** performing any Work on or near **CITY's** facilities or property related to the park and rides.
 3. The parties agree that **UDOT's** Design Builder did accomplish the Work covered herein on **CITY's** facilities in accordance with approved plans and specifications to include only changes or additions to the plans and specifications which were approved by the parties hereto, and that the **CITY**, through its inspection of the Work, did notify **UDOT's** South District Engineer with any problems or concerns the **CITY** may have with acceptance of the facilities upon completion of Work. Acceptance of the Work by the **CITY** will be made in writing to **UDOT**.
 4. The parties agree that all materials from the **CITY's** existing facilities which are recovered by the Contractor while performing the work covered herein and not reused on the project shall become the property of said highway contractor except as noted otherwise herein.

5. The **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 of 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.
6. 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.
7. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
8. 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.
9. 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.
10. 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.
11. All work of the **CITY** that relates to any agreement with **UDOT** is subject to Public Law 115-232, Sec. 889 and 2 CFR § 200.216 (the "Telecommunications Laws"). Among other things, the Telecommunications Laws prohibit the use of any sort of "covered telecommunications" equipment or services, which are those provided by a company listed in such laws. The **CITY** shall at all times comply with the Telecommunications Laws. The **CITY** hereby certifies that it has read the Telecommunications Laws and consulted with legal counsel as needed. For all matters which are the subject of any agreement between the **CITY** and **UDOT**, the **CITY** hereby certifies that it currently conforms with, and will continue to conform with, the Telecommunications Laws in all respects. The **CITY** shall also place this certification in all **UDOT** related contracts with subcontractors, consultants, and suppliers for **UDOT's** benefit. If any government entity having jurisdiction determines that the **CITY** or its associates is not in compliance with the Telecommunications Laws, the **CITY** agrees that it shall promptly notify **UDOT** of the same and remedy any deficiency.
12. Each party represents that it has the authority to enter into this Agreement.



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

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

ATTEST:

Syracuse City, a Municipal Corporation of the State of Utah

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

(IMPRESS SEAL)

.....
RECOMMENDED FOR APPROVAL:

UTAH DEPARTMENT OF TRANSPORTATION

By: _____
PROJECT MANAGER

By: _____
REGION DIRECTOR

Date: _____

Date: _____

APPROVED AS TO FORM:

UDOT COMPTROLLER'S OFFICE

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

By: _____
CONTRACT ADMINISTRATOR

Date: _____



COUNCIL AGENDA

August 12, 2025

Submitted by Colin Winchester

Agenda Item #9

ORD 25-34 – SALES NEAR SPLASH PAD

Factual Summation

- Current SMC Section 4-35-160 does not disallow sales of food, drinks and other items in close proximity to the splash pad.
- In order to protect the city's financial investment in the splash pad and protect the experience of splash pad attendees, it is proposed that sales of food, drinks and other items be prohibited within 210 feet of the splash pad.

Discussion Goals

Discuss and determine whether to adopt proposed Ordinance 25-34.

ORDINANCE 25-34

AN ORDINANCE AMENDING SYRACUSE MUNICIPAL CODE SECTION 4.35.160, CONCESSIONS

WHEREAS, the City Council desires to protect the City's financial investment in the Syracuse Island Splash Pad ("Splash Pad") by reducing litter and other debris in and around the Splash Pad; and

WHEREAS, the City Council desires to protect the experience of Splash Pad attendees by eliminating solicitations of food, drinks and other items near the Splash Pad; and

WHEREAS, current SMC Section 4.35.160 does not prohibit the sales of food, drinks or other items near the Splash Pad;

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

Section 1. Syracuse Municipal Code Section 4.35.160 is amended to read as attached hereto.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH,
THIS 12TH DAY OF AUGUST, 2025.

CASSIE Z. BROWN
City Recorder

DAVE MAUGHAN
Mayor

Voting by the Council:

AYE

NAY

Councilmember Carver

Councilmember Cragun

Councilmember Robertson

Councilmember Savage

Councilmember Watson

4.35.160 Concessions.

~~No person may sell food, drinks, or other items in the park, trail or multi-use open space except as may be permitted by special contract approved by the City.~~

(A) Notwithstanding Utah Code Subsection 10-1-203(7)(b), no person may sell food, drinks or other items on or along a trail or in a park or multi-use open space except as permitted by written contract with the City.

(B) No person may sell food, drinks or other items within 210 feet of the Syracuse Island Splash Pad.



COUNCIL AGENDA

August 12, 2025

Submitted by Colin Winchester

Agenda Item #10.0 RES 25-36 – SUPPORT OF LEMONADE STAND LAW

Factual Summation

- Utah Code Section 10-1-203(7)(b) (“the Lemonade Stand Law”) prohibits municipalities from requiring a license or permit for a business that is operated only occasionally by an individual who is under 19 years old.
- The City Council desires to express its support for the Lemonade Stand Law and young entrepreneurs, while recognizing that business activity requires the permission of the landowner on whose property the activity takes place.
- The word “permit” in the Utah Lemonade Stand Law refers to a regulatory certificate issued by a governmental agency and not to the “permission” required from a landowner to conduct business activity on that landowner’s private or public property.
- Syracuse City acknowledges that park strips, although located in the public right-of-way, are maintained and controlled by the adjacent property owner, and that such owners may grant or refuse permission for occasional business activity in such park strips.
- The City asserts that permission to operate business activities on other public property must be granted by the City.
- The City supports the growth and education of all entrepreneurs, regardless of age, by reinforcing that a successful business also requires thoughtful planning, responsible conduct, compliance with laws and regulations, and appropriate land use practices.
- There will remain a future discussion on specific locations, costs, and conditions the city may engage in leasing of public spaces at a future work meeting. RES 25-36 affirms we are neither taking away nor adding additional rights or privileges to current law regarding young entrepreneurs.

Discussion Goals

Discuss and determine whether to adopt proposed Resolution 25-36.

PROPOSED RESOLUTION 25-36

A RESOLUTION AFFIRMING COMPLIANCE WITH THE UTAH LEMONADE STAND LAW AND SUPPORTING YOUTH ENTREPRENEURSHIP WITHIN SYRACUSE CITY

WHEREAS, Utah Code Section 10-1-203(7)(b) prohibits municipalities from requiring a license or permit for a business that is operated only occasionally by an individual who is under 19 years old; and

WHEREAS, the City Council strongly supports the spirit of entrepreneurship among youth and recognizes the value of encouraging enterprise, initiative, and community participation; and

WHEREAS, Syracuse City affirms its compliance with the Utah Lemonade Stand Law by not requiring youth who operate occasional businesses to obtain business licenses or other regulatory certificates; and

WHEREAS, Syracuse City recognizes that all business activity, regardless of the operator's age, requires the permission of the landowner on whose property the activity takes place; and

WHEREAS, the word "permit" in the Utah Lemonade Stand Law refers to a regulatory certificate issued by a governmental agency and not to the "permission" required from a landowner to conduct business activity on that landowner's private or public property; and

WHEREAS, Syracuse City acknowledges that park strips, although located in the public right-of-way, are maintained and controlled by the adjacent property owner, and that such owners may grant or refuse permission for occasional business activity in such park strips; and

WHEREAS, Syracuse City asserts that permission to operate business activities on or along city-owned trails, or within city-owned parks or city-owned multi-use open spaces, must be granted by the City Parks and Recreation Department; and

WHEREAS, Syracuse City asserts that permission to operate business activities in or on other city-owned property or facilities must be granted by the City Manager; and

WHEREAS, Syracuse City supports the growth and education of all entrepreneurs, regardless of age, by reinforcing that a successful business also requires thoughtful planning, responsible conduct, compliance with laws and regulations, and appropriate land use practices;

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

Section 1. Affirmation of State Law and City Policy. The Syracuse City Council hereby expresses its support of, and compliance with, Utah Code Section 10-1-203(7)(b), commonly referred to as the Utah Lemonade Stand Law, including the waiver of business licenses and other regulatory certificates for businesses that are operated only occasionally by individuals who are under 19 years old.

Section 2. Requirement of Landowner Permission. The City affirms that all business activity within the City, regardless of location or operator's age, requires the express permission of the property owner upon which the business activity is conducted. This includes:

- Private property (permission of owner),
- Park strips within the public right-of-way (permission of the adjacent property owner),
- City trails, parks and multi-use open spaces (written permission of the Syracuse Parks and Recreation Department)
- Other city-owned property or facilities (written permission of City Manager)
- No business activity may occur without such permission, and "permission" is not to be construed as a "license" or "permit."

Section 3. Education and Enforcement. City staff and departments are directed to first use education and outreach to inform others of the provisions and parameters of this Resolution, and to use enforcement sparingly and only when education and outreach have failed to achieve compliance.

Section 4. 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 5. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12TH DAY OF AUGUST, 2025.

CASSIE Z. BROWN
City Recorder

DAVE MAUGHAN
Mayor

Voting by the Council:	AYE	NAY
Councilmember Carver	<hr/>	<hr/>
Councilmember Cragun	<hr/>	<hr/>
Councilmember Robertson	<hr/>	<hr/>
Councilmember Savage	<hr/>	<hr/>
Councilmember Watson	<hr/>	<hr/>