



# SYRACUSE CITY

## Syracuse City Council Business Meeting

**October 14, 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: 810 7260 9113

Streamed on Syracuse City [YouTube Channel](#)

1. Meeting called to order.  
Invocation or thought.  
Pledge of Allegiance.  
Adopt agenda.
2. Proposed Resolution R25-39 appointing the Syracuse City Engineer. (5 min.)
3. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. *(Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, [cassieb@syracuseut.gov](mailto:cassieb@syracuseut.gov), by 4:00 p.m. on October 14, 2025. Comments submitted by the deadline will be read for the record of the meeting.)*
4. Mayor/Council reports and announcements.
5. Approval of minutes:
  - a. September 9, 2025 City Council Regular Meeting
  - b. September 23, 2025 City Council Work Session
  - c. September 23, 2025 City Council Special Meeting
6. Consent agenda: (2 min.)
  - a. Authorize Mayor Maughan to execute the Legal Defender agreement for Syracuse City Justice Court.
  - b. Proposed Ordinance 25-37 adopting Syracuse Municipal Code (SMC) Section 4.30.140, temporary restrictions on sales of new cemetery certificates.
  - c. Consideration of canceling November 11, 2025 business meeting and November 25, 2025 work session; and calling a special meeting on November 18, 2025 for City Council business and the Board of Canvass to certify election results.
7. Authorize Mayor Maughan to execute Real Estate Purchase Contract (REPCs) for properties located at approximately 3000 South and 2400 West. (5 min.)
8. Proposed ordinance 25-36 amending Syracuse Municipal Code Section 6.10 relating to property maintenance regulations. (10 min.)
9. Public hearing: Proposed Resolution R25-40 amending the Syracuse City budget for the Fiscal Year (FY) ending June 30, 2026. (10 min.)
10. Public hearing: Proposed Resolution R25-41 approving the sale of real property located at 3000 W Antelope Drive to Hawkins Development LLC and authorizing the Mayor to sign closing documents. (10 min.)
11. Request from Councilmember Cragun to have public questioning of Police Chief Davis, and Fire Chief Byington by City Council. (15 min.)
12. 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](mailto:cassieb@syracuseut.gov), by 4:00 p.m. on October 14, 2025. Comments submitted by the deadline will be read for the record of the meeting.)*
13. Adjourn.

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

### CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 9<sup>th</sup> day of October, 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 October 9, 2025.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

## October 14, 2025

### Agenda Item #2

### Resolution R25-39 Appointing the Position of City Engineer

#### ***Background***

The City recently conducted a search for a new city engineer. The Administration has conducted an advertising, interviewing, and selection process to find the appropriate candidate for the position. The individual selected is a licensed professional engineer and has experience for the position and is recommended to be appointed as the Syracuse City Engineer.

We are anticipating response from an offer given to the selected individual and will present the name after the offer has been accepted.

#### ***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 R25-39 appointing the individual to the position of City Engineer.

## **RESOLUTION R25-39**

### **A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING \_\_\_\_\_ AS THE CITY ENGINEER FOR SYRACUSE CITY**

**WHEREAS**, Utah Code 10-3-902 requires the city to appoint a city engineer and be a registered professional engineer under Title 58, Chapter 22, Professional Engineers and Professional Land Surveyors Licensing Act.

**WHEREAS**, Section 2.25.010 of the Syracuse City Code indicates that the city engineer 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**, he desires to be employed as the City Engineer 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 \_\_\_\_\_ to serve as the City Engineer 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 on the first day of employment which is anticipated in October or November 2025.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 14<sup>th</sup> DAY OF OCTOBER, 2025.**

ATTEST:

**SYRACUSE CITY**

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

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



# CITY COUNCIL AGENDA

October 14, 2025

Agenda Item #5

Approval of Minutes.

***Factual Summation***

- Please see the draft minutes of the following meeting(s):
  - a. September 9, 2025 City Council Business Meeting
  - b. September 23, 2025 City Council Work Session Meeting
  - c. September 23, 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 September 9, 2025

Minutes of the Regular Meeting of the Syracuse City Council, held on September 9, 2025, at 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 830 1185 3895, 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  
Jordan Savage  
Paul Watson

***DRAFT***

Mayor Dave Maughan  
Administrative Services Director/City Recorder Cassie Brown

Excused: Councilmember Julie Robertson

City Employees Present:

Assistant City Manager Stephen Marshall  
City Attorney Colin Winchester  
Police Chief Garret Atkin  
Parks and Recreation Director Kresta Robinson  
Public Works Director Robert Whiteley  
Community and Economic Development Director Noah Steele  
Deputy Fire Chief Jo Hamblin  
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 Savage provided an invocation. Councilmember Carver led the audience in the Pledge of Allegiance.

COUNCILMEMBER SAVAGE MOVED TO ADOPT THE AGENDA. COUNCILMEMBER CARVER SECONDED THE MOTION, ALL VOTED IN FAVOR. Councilmember Robertson was not present when this vote was taken.

2. Recognition: Key to the City Recipients, Neal and Caroline Briggs

A staff memo from City Administration explained Neal and Caroline Briggs have been pillars of the Syracuse community for decades, embodying a legacy of service, stewardship, and civic pride through their active support of favorite local events, such as the Pumpkin Walk. Neal and Caroline represent Syracuse's rich agricultural heritage as 5th-generation farmers, tending to their 300-acre alfalfa and wheat farm, which is one of Syracuse City's original farms. Neal's passion for service extends well beyond the fields as he drove a school bus for over thirty years, served as President of the Davis County Farm Bureau, led various irrigation companies, and volunteers with the Syracuse Disaster Preparedness Committee. As an amateur radio enthusiast, he helps ensure emergency communications remain strong and reliable. Neal also mentored generations of youth through over thirty years of service in the Boy Scouts of America, including many as a Scoutmaster.

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Together, Neal and Caroline have raised six children, been highly involved in the Church of Jesus Christ of Latter-day Saints, and cultivated a life grounded in service and community values. Syracuse City proudly honors Neal and Caroline Briggs as the Heritage Days 2025 Grand Marshals and recipients of the Key to the City.

Mayor Maughan reviewed the staff memo and invited the Council to join him in recognizing Neal and Caroline Briggs; he presented them with the key to Syracuse City.

### 3. Public comment

There were no public comments.

### 4. Approval of minutes

The following minutes were reviewed by the City Council: August 12, 2025 City Council Regular Meeting and August 26, 2025 City Council Work Session and Special Meeting.

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

#### 5a. Consent agenda: Proposed Ordinance 25-35 amending the Syracuse City General Zoning Map for property located at approximately 2402 W. 2700 S., Agriculture (A-1) to Residential (R-2), applicant David Bennett.

A memo from the Community and Economic Development (CED) Department explained the City has received a Rezone application from David Bennett for approximately .262 acres located approximately 2402 W 2700 S. The request includes one parcel. The land is owned by Bennett, Vance T & Kathryn S - Trustees. The applicant provided the following reasons for the requested change: "Rezone to sell house and keep field." The property is located west of the West Davis Corridor overpass on 2700 S. The property includes a single-family home built in 2021. There was an older home on the property that was demolished in 2023 in order to make way for the West Davis Corridor. The south edge of the property has frontage on 2700 S. which is a city collector road. The east edge of the property is UDOT owned land adjacent to the highway and the west is Sadie's Glen PRD development. Land use to the north of the property is also Sadie's Glen development and agriculture north of that. South of the property is large lot single family residential, and south of that is the small/medium lot Shoreline master planned development. The current zoning on the parcel is A-1 agriculture. The A-1 zone minimum lot size is 21,780

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square feet. The parcel is 3.165 acres. Zoning to the east is A-1. Zoning to the west is PRD. Zoning to the north is PRD. Zoning to the south is R-1, RPC, and R-3. The requested zoning is R-2 for the property around the house only, which is approximately .262 acres or 11,412.72. Minimum lot size of the R-2 is 10,000 sf. Therefore, the requested lot would be compliant with the minimum lot size of the R-2 zone. The property is general planned for "Low Density Residential". General Plan to the north is medium density residential. General Plan to the south is low density residential and medium density residential. General Plan to the east is low density residential. General Plan to the west is medium density residential. The requested zoning of R-2 is consistent with the general plan designation of low density residential. 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 the public hearing and forwarded a recommendation for approval on 8/19/25. 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.

COUNCILMEMBER CARVER MADE A MOTION TO PROPOSED ORDINANCE 25- 35 AMENDING THE SYRACUSE CITY ZONING MAP FOR PROPERTY LOCATED AT APPROXIMATELY 2402 W. 2700 S., AGRICULTURE (A-1) TO RESIDENTIAL (R-2), APPLICANT DAVID BENNETT. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Robertson was not present when this vote was taken.

5b. Consent agenda: Proposed Resolution R25-37 amending the Syracuse Personnel Policies and Procedures Manual pertaining to the observance of Juneteenth holiday.

A memo from City Administration explained the City's current policy is to observe Juneteenth on June 19<sup>th</sup> whenever it falls during the week. If the holiday falls on a weekend, it is observed closest to the last working day, i.e., falling on a Saturday, the holiday would be observed on Friday and falling on Sunday, the holiday would be observed on Monday. This follows when the federal government observes Juneteenth. Clinton and West Point also follow the federal holiday observation. The State of Utah observes Juneteenth as follows:

- If June 19<sup>th</sup> falls on Tuesday, Wednesday, Thursday, or Friday, the preceding Monday is the legal holiday. If June 19 falls on Saturday or Sunday, the following Monday is the legal holiday.

For example, since Juneteenth fell on a Thursday this year, the State of Utah observed the holiday on Monday June 16<sup>th</sup>. Most of our benchmark cities follow the State of Utah observance, so they also observed the holiday on Monday June 16<sup>th</sup>. These cities include Clearfield, Layton, Kaysville, Roy, and Farmington. City Administration proposes to amend the policy manual to recognize the Juneteenth holiday the same as the State of Utah.

COUNCILMEMBER CARVER MADE A MOTION TO ADOPT PROPOSED RESOLUTION R25-37 AMENDING THE SYRACUSE PERSONNEL POLICIES AND PROCEDURES MANUAL PERTAINING TO THE OBSERVANCE OF JUNETEENTH HOLIDAY. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Robertson was not present when this vote was taken.

5c. Consent agenda: Proposed Resolution R25-38 adjusting the annual schedule for the Syracuse City Heritage Days celebration.

A memo from City Administration explained that traditionally, Heritage Days has been held during the last week of June. However, several years ago, Hill Air Force Base (HAFB) began hosting their air show on the same weekend. During that first year of overlap, we maintained our usual schedule, but we noticed a decline in attendance and vendor participation on Saturday during the day, as many chose to attend the airshow. Additionally, our Fire Department provides support at the air show and utilizes the incident trailer during the event. While they remain committed to supporting Heritage Days first, regardless of the week it is held, scheduling both events on the same weekend can create logistical challenges for them. In response, we began adjusting the date of Heritage Days to avoid conflicting with the air show. In years without the air show, we kept Heritage Days on the last week of June. In air show years, we moved it to the week prior. While this approach helped reduce the conflict, it also created confusion among vendors and community members due to the inconsistent scheduling. To resolve this, we propose that Heritage Days be held annually either on the third weekend in June, or in the years when June has five weekends, on the fourth week. This scheduling would ensure that Heritage Days consistently falls on the second-to-last weekend of June each year. This change would eliminate future conflicts with the air show, allow for better planning and promotion, and provide clarity for both participants and the community.

- Proposed Future Heritage Days Dates:
  - June 13<sup>th</sup>-19<sup>th</sup>, 2027
  - June 11<sup>th</sup>-17<sup>th</sup>, 2028



- June 18<sup>th</sup>-23<sup>rd</sup>, 2029
- June 16<sup>th</sup>-22<sup>nd</sup>, 2030
- June 15<sup>th</sup>-21<sup>st</sup>, 2031

COUNCILMEMBER CARVER MADE A MOTION TO ADOPT RESOLUTION R25-38 ADJUSTING THE ANNUAL SCHEDULE FOR THE SYRACUSE CITY HERITAGE DAYS CELEBRATION. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Robertson was not present when this vote was taken.

6. Proposed ordinance 25-36 amending Syracuse Municipal Code Section  
6.10 relating to property maintenance regulations.

A memo from the Community and Economic Development (CED) Department explained new commercial buildings are required to install landscaping when the building is constructed. City ordinance requires minimum percentage of landscaping depending on the zone. The GC zone requires 15 percent landscaping, and the ID zone requires 10% for example. A landscape plan is required to be designed by an engineer or landscape architect and submitted with the project's site plan. Planning Commission is the land use authority for site plans. Once a project is completed, the ongoing maintenance of the property falls on the property owner and/or tenants depending on the lease arrangements. Chapter 6 in the Syracuse Municipal Ordinance concerning property maintenance says that weeds/grasses are required to be cut down to six inches. It also says that property owners are required to remove dead trees that are a hazard to public or private property. The city can abate only for those two reasons.

*6.10.030 Weed control. - (A) Premises. It is unlawful for any owner, occupant, agent, and/or lessee of real property in the City to fail to maintain the height of weeds and grasses, in the manner provided herein, on such property, or to fail to remove from the property any cuttings from such weeds or grasses. (C) Weed Control Specifications. (1) Except as otherwise provided in subsection (C)(2) of this section, weeds and grasses shall be maintained at a height of not more than six inches at all times,*

*6.10.060 Dead or diseased trees located on private property. - It shall be unlawful for the owner or occupant of any real property to keep dead or diseased trees that constitute a hazard to public or adjacent private property*

Chapter 10 includes many requirements about how landscaping needs to be installed upon completion of a new project. It says that improvements shall be maintained in a neat and attractive manner. Unfortunately, 'neat and attractive' is a bit of a subjective statement that is difficult to enforce.

1           10.20.090 Site plan review. (2) All improvements shown on the approved site plan or amended site plan shall be  
2           maintained in a neat and attractive manner.

3           The ordinance does not reference bark mulch replenishing, green grass, planting flowers, sprucing up, or making  
4           things look nice in general. The code enforcement fine section of the consolidated fee schedule includes a \$100 noncompliance  
5           fee of \$100 per incident. It also allows for charging abatement contractor costs along with an additional administrative fee. The  
6           memo noted the goal of tonight's agenda item is to review the proposed ordinance amendment and decide if proposal would  
7           accomplish desired goals. The City Council reviewed this item during their work meeting on July 22. They instructed staff to  
8           provide a recommended ordinance amendment that would strengthen the City's ability to hold the property owners to a higher  
9           standard of maintenance. The attached proposed amendment was discussed on August 26, 2025.

10          CED Director Steele reviewed the staff memo.

11          Councilmember Watson stated he still has concerns about the proposed ordinance language; he feels the regulations  
12          are too extreme and he would prefer a more relaxed approach that focuses more on hazardous conditions or public safety issues  
13          that would be cause for code enforcement activities. He noted he sent an email earlier today to the entire City Council with his  
14          suggested text amendments. Councilmember Savage stated he did not see the email before the meeting; he does not want to  
15          limit code regulations to safety concerns because he feels it is appropriate to hold commercial property owners to certain  
16          maintenance standards. When businesses do not maintain their property, this has a negative impact on adjacent properties. He  
17          would be willing to consider some softening of the language, but he does not believe asking a business to comply with their  
18          approved site plan is overly onerous. Councilmember Watson stated the ordinance goes beyond upholding approved site plans;  
19          it includes things like requirements for a business owner to fertilize their lawn, clipping dead heads on flowers/shrubs, and  
20          replacing dead shrubs with the exact type of planting material and he views this as an overreach of government authority. He  
21          expressed a willingness to read his suggested code amendments for the record of the meeting. Councilmember Carver stated  
22          that she will agree with Councilmember Watson's sentiments; she does not feel it is appropriate to impose higher standards for  
23          businesses than residents and as long as the property is being properly maintained, she does not feel it is necessary to include  
24          some of the requirements mentioned by Councilmember Watson. Councilmember Savage agreed and expressed a willingness  
25          to have continued discussion of the proposed ordinance at the next work session meeting.

26          COUNCILMEMBER WATSON MADE A MOTION TO TABLE ORDINANCE 25-36 AMENDING SYRACUSE  
27          MUNICIPAL CODE SECTION 6.10 RELATING TO PROPERTY MAINTENANCE REGULATIONS; ITEM WILL BE  
28          DISCUSSED DURING THE SEPTEMBER 23 WORK SESSION MEETING BEFORE APPEARING ON A BUSINESS

MEETING AGENDA IN THE FUTURE. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmember Robertson was not present when this vote was taken.

7. Public comments

There were no public comments.

8. Mayor/Council announcements.

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

9. 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 SAVAGE SECONDED THE MOTION. ALL VOTED AYE. Councilmember Robertson was not present when this vote was taken.

The Closed Session began at 6:18 p.m.

The Business Meeting reconvened at 6:47 p.m.

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

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The meeting adjourned at 6:48 p.m.

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

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

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

Minutes of the Syracuse City Council Work Session Meeting September 23, 2025

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Minutes of the City Council Work Session of the Syracuse City Council, held on September 23, 2025 at 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 850 3705 2284, in-person in the City Council Conference Room at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

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

***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  
Fire Chief Aaron Byington  
Police Chief Alex Davis  
Kresta Robinson Parks and Recreation Director  
Public Works Director Robert Whiteley  
Community and Economic Development Director Noah Steele  
Communications Specialist Kara Finley

The purpose of the Work Session was to receive public comments; continue discussion regarding proposed amendments to Syracuse Municipal Code Section 6.10 relating to property maintenance regulations, continued from the September 9, 2025 City Council meeting; discuss the budget status for Fiscal Year (FY) ending June 30, 2025; discuss proposed budget amendments for the Fiscal Year (FY) ending June 30, 2026; discuss possible amendments to Syracuse Municipal Code pertaining to the availability of cemetery plots; discuss proposed Legal Defender Agreement for Syracuse City Justice Court; discuss opportunities for increasing public involvement/volunteerism in City sponsored community service projects; discuss purpose of “Mayor/Council Announcements” agenda item listed on City Council business meeting agendas and review Syracuse City Rules of Order and Procedure to Govern Public Meetings of the Legislative Body and Roberts Rules of Order pertaining to maintaining meeting decorum.

**Public comments**

There were no public comments.

**Planning item C1: Continued discussion – proposed amendments to**

**Syracuse City Municipal Code Section 6.10 relating to property**

**maintenance regulations, continued from September 9, 2025 City**

**Council meeting.**

A staff memo from the Community and Economic Development (CED) Director explained that new commercial buildings are required to install landscaping when the building is constructed. City ordinance requires minimum percentage of landscaping depending on the zone. The General Commercial (GC) zone requires 15% landscaping, and the Industrial (ID) zone requires 10% for example. A landscape plan is required to be designed by an engineer or landscape architect and submitted with the project's site plan. Planning Commission is the land use authority for site plans. Once a project is completed, the ongoing maintenance of the property falls on the property owner and/or tenants depending on the lease arrangements. Chapter 6 in the Syracuse Municipal Ordinance concerning property maintenance says that weeds/grasses are required to be cut down to six inches. It also says that property owners are required to remove dead trees that are a hazard to public or private property. The city can abate only for those two reasons.

6.10.030 Weed control. - (A) Premises. It is unlawful for any owner, occupant, agent, and/or lessee of real property in the City to fail to maintain the height of weeds and grasses, in the manner provided herein, on such property, or to fail to remove from the property any cuttings from such weeds or grasses. (C) Weed Control Specifications. (1) Except as otherwise provided in subsection (C)(2) of this section, weeds and grasses shall be maintained at a height of not more than six inches at all times, 6.10.060 Dead or diseased trees located on private property. - It shall be unlawful for the owner or occupant of any real property to keep dead or diseased trees that constitute a hazard to public or adjacent private property.

Chapter 10 includes many requirements about how landscaping needs to be installed upon completion of a new project. It says that improvements shall be maintained in a neat and attractive manner. Unfortunately, 'neat and attractive' is a bit of a subjective statement that is difficult to enforce.

10.20.090 Site plan review. (2) All improvements shown on the approved site plan or amended site plan shall be maintained in a neat and attractive manner. The ordinance does not reference bark mulch replenishing, green grass, planting flowers, sprucing up, or making things look nice in general.

The code enforcement fine section of the consolidated fee schedule includes a \$100 noncompliance fee of \$100 per incident. It also allows for charging abatement contractor costs along with an additional administrative fee.

The City Council reviewed this item during their work meeting on July 22. They instructed staff to provide a recommended ordinance amendment that would strengthen the city's ability to hold the property owners to a higher standard of maintenance. The attached proposed amendment was discussed on August 26, 2025; the proposed amendment was then forwarded to the September 9, 2025 business meeting, where it was tabled.

The Mayor briefly reviewed the staff memo and facilitated discussion among the Council regarding their desired amendments for property maintenance regulations pertaining to commercial businesses. The discussion centered around the removal of some items from the proposed ordinance pertaining to maintenance and the Council debated whether maintenance standards per approved site plan were appropriate; there was also a brief discussion of the proposed code enforcement finds for commercial properties. CED Director Steele asked for feedback regarding fines, the Council discussed setting a maximum fine of \$3,000. The Council concluded to support all ordinance amendments except for property maintenance according to the approved site plan, and they recommended adding language to the ordinance regarding businesses complying with existing laws, removing some requirements for property maintenance, and allowing businesses to contact the City with plans and a scheduled timeline for fixing any noncompliance issues. CED Director Steele indicated he has had enough feedback from the Council to make revisions and will have this available for review at the next business meeting.

The Mayor concluded that this item would move forward to October 14 business meeting for consideration and a vote.

**Budget item D1: Discuss budget status for Fiscal Year (FY) ending  
June 30, 2025.**

A staff memo from the Assistant City Manager Marshall explained that the Council requested a financial summary of the 2025 fiscal year, which ran from July 2024 to June 2025.

**General Fund – Fiscal Year 2025**

- Budgeted a deficit of \$1,094,000.
- Actual projected deficit of \$350,000.
- Difference of \$744,000 to the positive.

**General Fund Balance Reserve**

- A city's general fund balance must be between 5%-35% of city's fund projected revenue.
- Syracuse City fund balance on June 30, 2024 was 37.2% or \$10,011,135.
- Syracuse City fund balance on June 30, 2025 is 30.7 % or \$8,581,000.
- Each percentage of fund balance is approximately \$279,500.
- The \$350,000 deficit decreased our fund balance by approximately 1.25%.
- Most of the decrease came from spending our Class C Road funds down from \$3,185,608 to \$1,214,706 or a 7% decrease. This was a planned spenddown of money for capital project improvements.

**General Fund Budget- Fiscal Year 2026**

- Budgeted a \$523,875 budget deficit.
- This would reduce the City's fund balance reserve by 1.9% for a net total of 28.8%.
- Based on previous years, the City has been able to save \$500,000 to \$1,000,000.

Assistant City Manager Marshall reviewed the staff memo and explained that staff are still actively working on the audit, and the Council will be able to review the audit report in December. Mr. Marshall reviewed the financial summary for the fiscal year (FY) 2025.

Councilmember Cragun asked where the cost of savings came from to reduce the budget deficit. Mr. Marshall explained some staffing positions in the Fire Department were not filled, general operational savings throughout the City, and sales tax revenues exceeded projections.

The Mayor concluded that this item was to provide a report to the Council, and no action is required.

**Budget item D2: Discuss proposed budget amendments for the  
Fiscal Year (FY) ending June 30, 2026.**

A staff memo from the Assistant City Manager Marshall explained that included in the packet are detailed lists of the Fiscal Year (FY) 2026 budget adjustments, capital projects list for both the original and revised projects, and vehicle and capital listing. In this budget opening, this is a list of carryover projects from the prior year that weren't completed and updates to approved projects as follows:

- Carryover – 500 West Widening - \$1,220,500
- Carryover – Additional pumps at new secondary reservoir - \$500,000
- Carryover – New Secondary Reservoir land purchase - \$670,000
- Carryover – Park Maintenance Facility equipment - \$270,610
- Carryover – BMX Course land acquisition - \$1,065,000
- Carryover – Fremont Park Pavilion and restroom - \$110,000
- Carryover – 700 South overlay - \$400,000
- Carryover – 700 South 4000 West roundabout - \$1,200,000
- Carryover – 3000 West Round improvements - \$450,000
- Carryover – 2500 West and SR-193 intersection - \$1,100,000



City Council Work Session  
September 23, 2025

- 1           • Carryover – Kristalyn Gardens - \$1,113,400
- 2           • New – 3000 West waterline replacement - \$423,000
- 3           • Carryover – 4000 West safety sidewalk - \$235,550
- 4           • Carryover – Storm Drain Improvements, Public Works / SAA - \$107,000
- 5           • Carryover – HAFB 2MG Tank Emergency Overflow - \$60,000
- 6           • Carryover – Roundabout realignment on 3000 west - \$285,000
- 7           • Carryover – Trail connection to new SAA school - \$69,000
- 8           • Carryover – WDC Betterment Project - \$800,000
- 9           • Carryover – Precast concrete wall at public works - \$128,000
- 10          • Revision – 2026 surface treatments - \$429,000
- 11          • Revision – West Branch Irrigation Feed - \$530,000
- 12          • Revision – 3300 West closure - \$727,000
- 13          • Carryover – Antelope Drive Trail Phase 2 - \$192,700
- 14          • Revision – 2026 Utility Project Bluff Drive - \$2,370,000
- 15          • Carryover – Gas line at Jensen visitor - \$68,000
- 16          • Carryover – Founders Park booster pump - \$120,500
- 17          • Carryover – Regional Park Phase 1 Const. and Eng. - \$8,177,500

18          **General Fund – major changes**

- 19           • \$36,636 – Remove VAWA Grant and Expense
- 20           • \$9,000 and \$7,500 – sale of stage and stage rental

21          **All other funds – significant changes**

- 22           • Park Maintenance Fund - \$90,000 – purchase of dump truck
- 23           • Transportation Impact Fund - \$1,510,000 impact fee for Costco
- 24           • Secondary Water impact Fee Plan Updates – 25k each
- 25           • Storm water fund – New storm water fine and training \$5,000
- 26           • Sewer Fund – Updated revenues and expense with \$2.50 NDSD increase or \$315,000
- 27           • Garbage fund – separated recycling revenue from waste revenue to be able to track program revenues and
- 28           expenses

- IT Fund – Capital Projects carryover - \$50,265
- CDA Fund – added budget for design and installation of artwork at 3000 west roundabout - \$500,000
- RDA Fund – added 30k to budget to design 1000 west realignment
- Capital Projects Fund – purchase of backup fire apparatus – 40k

Assistant City Manager Marshall reviewed the proposed amendments of the budget in depth; the Council expressed support for the budget amendments and Mayor Maughan indicated this item will move forward to the October 14 business meeting to provide for continued discussion/action, and a public hearing.

**Discussion regarding possible amendments to Syracuse Municipal**

**Code pertaining to the availability of cemetery plots.**

A staff memo from Parks and Recreation Director Robinson explained as staff has previously reported, available cemetery plots are becoming limited. There are currently 64 plots available for sale. Of these, there are only 4 plots that are paired together, while the remainder are available as single plots. In addition, we are in the process of reclaiming approximately 80+ plots. To ensure we preserve availability for our community, we are requesting a temporary amendment to the ordinance. Until the cemetery expansion is complete, plots will only be available to:

- Current residents at the time of their passing. The City will not sell to non-residents.
- Plots will not be available for advanced purchase until the expansion is complete.

This temporary measure will allow us to responsibly manage our limited resources while ensuring the immediate needs of our community are met.

Parks and Recreation Director Robinson reviewed the staff memo and explained until the cemetery expansion is complete, staff is recommending limiting selling cemetery plots to Syracuse City residents only; additionally, staff is in the process of reclaiming unused plots and will begin sending out notices to that effect in November.

Councilmember Watson asked how the City will be reclaiming cemetery plots, to which the City Attorney Winchester explained that earlier this year the City Council approved an amendment to the City's Ordinance to allow for old plots to be reclaimed. Mr. Winchester explained that in the State Law there is a process to give notice and then the City can reclaim these plots if no one responds to their notice.

The Mayor concluded that he sensed a general consensus among the Council and stated this item will move forward to the consent agenda at the October 14 business meeting.

**Consideration of proposed Legal Defender Agreement for Syracuse**

**City Justice Court.**

A staff memo from the City Attorney Winchester explained the federal and state constitutions require the City to provide legal representation to certain indigent persons who are subject to the jurisdiction of the Syracuse City Justice Court. For many years, the Murphy & Murphy law firm (the “Murphy firm”) has provided those services (apparently pursuant to an informal oral agreement). It is in both the City’s best interest and the Murphy firm’s best interest to formalize their agreement in writing. The proposed agreement sets forth the parties’ obligations and establishes pay rates for the current fiscal year and the next two fiscal years.

City Attorney Winchester briefly reviewed his staff memo and asked the Council if they are comfortable with the proposed Legal Defender Agreement. The Council showed support for this item and Mayor Maughan indicated this item will be on the consent agenda at the October 14 business meeting.

**Discussion regarding opportunities for increasing public involvement/volunteerism in City sponsored community service projects.**

A staff memo from Administration explained that recent public comments and outreach, including statements on social media, indicate a growing perception that Syracuse lacks regular, citywide service opportunities. While service is occurring, often highlighted in the Manager’s Report, citizens are comparing our efforts to neighboring cities that more visibly promote large-scale volunteer projects. The mayor has noted that residents are asking why Syracuse appears to be missing these opportunities and has expressed a desire to address this concern in conjunction with the upcoming 9/11 Day of Service or a similar event. For reference, see the community service below for what has occurred recently in the City, and what is scheduled:

1. Overall documented community service hours are currently 213 hours.
2. Examples from earlier this year:
  - (a) Volunteers helped stuff over 30,000 eggs for the Easter Egg Hunt.
  - (b) Local 4H Club cleaned up flower beds at the Community Center.
  - (c) A corporate service project from a homebuilder replaced mulch, removed tree stumps, laid sod, and pulled weeds at the Community Center.
  - (d) Lions Club planted trees in Founders Park, and fingerprinting.

3. Upcoming service projects:

- a. Syracuse High classes and youth groups are scheduled for service projects.
- b. Many volunteers are scheduled to help with picking and carving pumpkins for the Pumpkin Walk.

The concern is not that service is absent, but that it is not being recognized, organized or promoted in a way that reflects positively on the city as a whole. Neighboring cities are holding successful, highly visible service initiatives, and it appears residents want Syracuse to do the same. The challenge has been a hesitation around logistics, quality of work from volunteers, and volunteer turnout. However, these challenges must not be seen as barriers as other cities seem to be succeeding.

**Options**

Below are some possible ideas on how to turn citizen interest into a positive reflection on Syracuse:

**1. Adopt an Anchor Service Event**

- Align with national observances such as the 9/11 Day of Service or Earth Day.
- Commit annually to a larger-scale, city-sponsored project (e.g., tree planting, underpass landscaping, park cleanups, etc).

**2. Provide Structured Opportunities**

- Identify projects that are impactful yet manageable by volunteers with varying skill levels.
- Partner with community groups, schools, and local businesses to provide leadership and supplies.

**3. Promote Visibility and Engagement**

- Publicize projects well in advance through city communication channels, social media, and partnerships.
- Recognize volunteer contributions through public acknowledgment at council meetings, city newsletters, or certificates of appreciation.

**4. Develop a Volunteer Coordination Framework**

- Create a citizen committee, which could include elected officials and staff members, to oversee volunteer events.
- Establish sign-up systems that allow for coordination and tracking of volunteer hours.

The Mayor and Parks and Recreation Director Robinson facilitated high-level discussion among the Council regarding volunteer opportunities for the City. Ms. Robinson explained that if the Council wants to host a large event it would need to be

1 planned well in advance, so staff have time to advertise and properly budget for it. Ms. Robinson explained that it takes a lot  
2 of staff time to put together service events and staff would need to be present for volunteers.

3 City Manager Bovero explained that the City promoted other events that were being hosted in Syracuse this year for  
4 the 9/11 day of service without hosting a City service event and that could be an option as well for the City Council to consider.

5 Councilmember Cragun asked the Parks and Recreation Director Robinson if her department is staffed enough to  
6 handle an event like this, to which she responded no but indicated if she has enough time to plan, she could accommodate a  
7 service event. She also explained there are volunteerism opportunities that happen every month and she explained that the City  
8 wouldn't be able to host the events it has without the support of the community. The Council discussed opportunities for  
9 increasing promoting and advertising of service events more so there is awareness on the opportunities to volunteer in the City.

10 The Mayor concluded this agenda item was just for discussion and thanked the Council for their input.  
11

12 **Discussion regarding purpose of "Mayor/Council Announcements"**

13 **agenda item listed on City Council business meeting agendas.**

14 A staff memo from Administration explained The "Mayor/Council Announcements" item has been a standing element  
15 on the City Council's business agenda. Historically, its purpose was to provide councilmembers with an opportunity to present  
16 updates and reports from their respective committee and board assignments. These reports were intended to serve as a  
17 communication channel, keeping the full council informed of matters being addressed by outside boards and committees where  
18 councilmembers serve as representatives. Over time, the scope of this agenda item has broadened somewhat. In addition to  
19 assignment reports, Councilmembers have used this time to highlight city-related events, bring issues forward for future  
20 agendas, or other city-related announcements. The question has been asked regarding how the agenda item is being used, and  
21 how it should be used. Key points for discussion include:

22 **Original Intent:** The item was instituted specifically for reporting on committee and board assignments. These  
23 updates do not necessarily need to occur every month, as some assignments generate information more frequently than others.

24 **Alternative Avenues for Reporting:** Such reports could be shared in writing via email or presented in a public  
25 meeting, depending on the nature of the information and whether public visibility is necessary. Both avenues have been used  
26 recently.

27 **Appropriate Use:** The announcements item was never intended to serve as an open forum or "soapbox" for general  
28 commentary. If it continues to be used in this way, it may no longer serve its intended function and could warrant removal from  
29 the agenda.

1 The Mayor reviewed the staff memo and facilitated discussion among the group regarding the intent of the  
2 Mayor/Council announcements on the business meeting agenda. The discussion centered on what topics are appropriate for  
3 announcements and whether Councilmembers serving on boards should be providing a report to the Council and if Council  
4 reports should be its own agenda item.

5 The Council felt comfortable with leaving Mayor/Council Announcements on the business meeting agenda and no  
6 further action will be taken.

7  
8 **Review Syracuse City Rules of Order and Procedure to Govern**  
9 **Public Meetings of the Legislative Body and Roberts Rules of Order**  
10 **pertaining to maintaining meeting decorum.**

11 A staff memo from the City Attorney Winchester explained that Mr. Winchester will provide a review of various  
12 provisions from the Syracuse Municipal Code, the Council's Rules of Order and Procedure to Govern Public Meetings of the  
13 Legislative Body, Robert's Rules of Order, and the Utah Code.

14 City Attorney Winchester reviewed his staff memo and explained that the Mayor has the responsibility to maintain  
15 order and decorum during City Council meetings. The City Attorney and Mayor facilitated a high-level discussion among the  
16 Council that centered around amendments to the City code regarding a majority vote or 2/3 vote in the event of expelling a  
17 Councilmember due to disorder during a Council meeting and the Council debated if the Mayor could call a motion for a recess  
18 in the event of disorder or an emergency.

19 The Mayor recommended establishing an agreement that order and decorum is the standard of the City Council and  
20 personal rants are not acceptable. Councilmembers Savage and Carver expressed concern regarding the potential to restrict  
21 Councilmembers' comments.

22 Mayor Maughan explained that there is a section in the code referring to a fine for breach of decorum and he explained  
23 there is no fee schedule set up for that. The Council did not show support for assessing fines for a Councilmember being  
24 disorderly, however the Council could still vote to remove that Councilmember during a meeting and the Council showed  
25 support for this.

26 The Council showed support for amending City Code to require a majority vote to remove a Councilmember that is  
27 breaching decorum during a meeting and these amendments will be available for the Council to review and take action on at  
28 the October 14 business meeting.

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The meeting adjourned at 7:36 p.m.

\_\_\_\_\_  
Dave Maughan  
Mayor  
Date approved: \_\_\_\_\_

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

Minutes of the Syracuse City Council Special Business Meeting, September 23, 2025

Minutes of the special meeting of the Syracuse City Council, held on September 23, 2025 at 7:24 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 850 3705 2284, 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  
Jennifer Carver  
Julie Robertson  
Jordan Savage  
Paul Watson  
  
Mayor Dave Maughan  
City Manager Brody Bovero  
Deputy City Recorder Marisa Graham

***DRAFT***

City Employees Present:  
Assistant City Manager Stephen Marshall  
City Attorney Colin Winchester  
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 7:24 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 SAVAGE 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 WATSON SECONDED THE MOTION. ALL VOTED AYE.

The Closed Session began at 7:24 p.m.

The Special Meeting reconvened at 7:33 p.m.



City Council Special Meeting  
September 23, 2025

1 COUNCILMEMBER CRAGUN MADE A MOTION TO ADJOURN. COUNCILMEMER SAVAGE SECONDED  
2 THE MOTION; ALL VOTED IN FAVOR.

3

4 The meeting adjourned at 7:33 p.m.

5

6

7

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

9 Mayor

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

\_\_\_\_\_

Cassie Z. Brown, MMC

City Recorder



# COUNCIL AGENDA

October 14, 2025

Submitted by Colin Winchester

## **Agenda Item #6a      Public Defender Agreement**

### ***Factual Summation***

- The federal and state constitutions require the City to provide legal representation to certain indigent persons who are subject to the jurisdiction of the Syracuse City Justice Court
- For many years, the Murphy & Murphy law firm (the “Murphy firm”) has provided those services (apparently pursuant to an informal oral agreement)
- It is in both the City’s best interest and the Murphy firm’s best interest to formalize their agreement in writing
- The proposed agreement sets forth the parties’ obligations and establishes pay rates for the current fiscal year and the next two fiscal years

### ***Discussion Goals***

Discuss and determine whether to approve the proposed agreement.

## **LEGAL DEFENDER AGREEMENT SYRACUSE CITY JUSTICE COURT - 2025**

**AGREEMENT** dated July 1, 2025 (“Effective Date”), by and between Syracuse City Corporation, a political subdivision of the State of Utah (“City”) and the law firm of Murphy & Murphy Law LLC, a domestic limited liability company (“Legal Defender”).

**WHEREAS**, City is obligated to provide legal counsel for certain indigent persons who are subject to the jurisdiction of the Syracuse City Justice Court (“Justice Court”); and

**WHEREAS**, Legal Defender has been providing such services for many years and desires to continue to provide such services; and

**WHEREAS**, it is in the parties’ best interests to memorialize their respective obligations in a written contract;

**NOW, THEREFORE**, City and Legal Defender hereby mutually agree as follows:

1. IDENTITY OF LEGAL DEFENDER. Legal Defender is a law firm and limited liability corporation consisting of attorneys at law, each of whom is duly licensed by the Utah State Bar to practice law in the State of Utah. Legal Defender is an independent contractor and is not a City employee.
2. LEGAL DEFENDER’S DUTIES. Legal Defender shall represent all persons who are indigent and who are entitled to be appointed legal counsel pursuant to the constitution and laws of Utah and the Constitution of the United States, as determined by the Justice Court Judge. Legal Defender shall provide competent legal services in accordance with law and the Utah Rules of Professional Conduct. Legal Defender shall be available and prepared to handle cases at times designated by the Justice Court. Legal Defender shall, when possible, meet with clients in person or by phone in preparation for regularly scheduled court days. After a new client is assigned to Legal Defender, Legal Defender shall file an Appearance of Counsel and, when appropriate, a Request for Discovery. Legal Defender shall file and prosecute appeals to the District Court upon client request. Legal Defender has no obligation to file or prosecute appeals beyond the District Court.
3. DISCOVERY. Upon receipt of a Request for Discovery from Legal Defender, City shall provide discovery to Legal Defender via email at no charge. Legal Defender shall maintain an email account that is capable of receiving large discovery files. City shall supplement discovery as required by law.

4. COMPENSATION. City shall pay Legal Defender the following flat fees upon invoice from Legal Defender:

|                                                                                                                  | 7/1/25 to<br>6/30/26 | 7/1/26 to<br>6/30/27 | 7/1/27 to<br>6/30/28 |
|------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|----------------------|
| Newly Assigned Case                                                                                              | \$135                | \$160                | \$185                |
| Order to Show Cause Hearing (OSC)                                                                                | \$50                 | \$50                 | \$50                 |
| Hearings or trials requiring less than 2 hours of combined preparation and appearance time                       | \$0                  | \$0                  | \$0                  |
| Hearings or trials requiring more than 2 hours but less than 4 hours of combined preparation and appearance time | \$300                | \$300                | \$300                |
| Hearings or trials requiring more than 4 hours of preparation and appearance time                                | \$600                | \$600                | \$600                |

5. CONFLICTS OF INTEREST. The parties recognize that occasions may arise when Legal Defender is disqualified from representing a particular person due to a conflict of interest. In such situations, Legal Defender shall disclose the conflict to the Justice Court Judge. If the Justice Court Judge determines that the conflict prevents the Legal Defender from proceeding, the Justice Court Judge shall assign a substitute legal defender, who shall be paid by the City pursuant to the above table.

6. COSTS. City shall pay all court costs associated with the representation of Legal Defender's clients. If any cost is expected to exceed \$250, Legal Defender shall obtain approval from the City Attorney before incurring such cost. If the City Attorney does not agree to the proposed cost, Legal Defender may file a motion with the court in which the matter is pending seeking judicial resolution of the cost dispute.

7. STANDING WITH UTAH STATE BAR AND CONTINUING LEGAL EDUCATION. Each attorney who performs services pursuant to this Agreement shall maintain "active" and "good standing" status with the Utah State Bar and shall annually acquire continuing legal education hours that focus on subjects relevant to the scope of this Agreement.

8. REPORTING REQUIREMENTS. Legal Defender shall cooperate with City by providing required data and reports to City upon request.
9. FILES. Upon termination of this Agreement, Legal Defender shall turn over all active files to the successor legal defender.
10. TERM. This Agreement shall commence on the Effective Date and shall continue through June 30, 2028. This Agreement may be terminated in writing by either party upon 30-days written notice to the other party.
11. NON-ASSIGNABILITY. This Agreement is not assignable by either party without the prior written consent of the other party. Assignees, if any, shall assume and comply with the rights and obligations of the party making the assignment.
12. NON-DISCRIMINATION. Legal Defender shall not discriminate against any client on the basis of any legally-recognized protected class.
13. TERMINATION OF PREVIOUS CONTRACTS. All previous agreements between the parties regarding the same or substantially similar scope of work are terminated as of the Effective Date.
14. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter.
15. MODIFICATION. This Agreement may not be amended or modified except by mutual written agreement of the Parties.
16. SEVERABILITY. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.
17. CAPTIONS. Captions used in this Agreement are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
18. NO WAIVER. Delay or failure to exercise any right or remedy hereunder shall not impair such right or remedy or be construed as a waiver thereof. The single or partial exercise of any right or remedy does not preclude any other or further exercise of any right or remedy.
19. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Utah. Venue for all disputes arising from this Agreement shall be in Davis County, Utah.

20. NOTICES. All notices required by this Agreement shall be deemed delivered when directed to the following via hand-delivery, postage-prepaid first-class mail, or email:

SYRACUSE CITY CORPORATION  
City Attorney  
1979 West 1900 South  
Syracuse, UT 84075

MURPHY & MURPHY LAW LLC  
Daniel Murphy  
13 N Main Street  
Kaysville, UT 84037

**SYRACUSE CITY CORPORATION:**

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

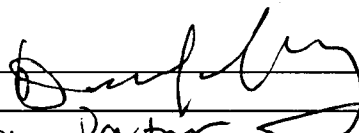
Attest:

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

**MURPHY & MURPHY LAW LLC:**

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

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

  
Partner



# COUNCIL AGENDA

October 14, 2025

Kresta Robinson

Agenda Item #6b

## **ORD 25-37 – Adopt SMC 4.30.140 – Temporary Restrictions on Sales of New Certificates**

### ***Factual Summation***

- Available cemetery certificates are very limited. There are fewer than 64 certificates available for sale. Of these, there are fewer than 4 certificates that are paired together, while the remainder are available as single certificates. In addition, we are in the process of re-claiming 80+ certificates.
- To ensure we preserve availability for our community, the proposed ordinance limits the sale of new certificates for the interment of residents who are deceased prior to certificate purchase.
- It is expected that this new ordinance will remain in effect until the cemetery expansion is complete.

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

Discuss and determine whether to adopt the new ordinance.

ORDINANCE 25-37  
AN ORDINANCE ADOPTING SYRACUSE MUNICIPAL CODE SECTION 4.30.140 –  
TEMPORARY RESTRICTIONS ON SALES OF NEW CERTIFICATES

WHEREAS, there are fewer than 64 certificates available in the existing cemetery; and

WHEREAS, the City Council desires to place temporary restrictions on the sales of those certificates to ensure they are available for the needs of City residents; and

WHEREAS, it is expected that the number of available certificates will be reduced to zero before the planned expansion of the cemetery is complete;

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

Section 1. Syracuse Municipal Code Section 4.30.140 is adopted as attached hereto.

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. This Ordinance shall become effective ten days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH,  
THIS 14TH DAY OF OCTOBER, 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

\_\_\_\_\_

\_\_\_\_\_



#### 4.30.140 Temporary Restrictions on Sales of New Certificates

Until this Section is repealed, new certificates will only be sold for the interment of residents who are deceased prior to certificate purchase.



# CITY COUNCIL AGENDA

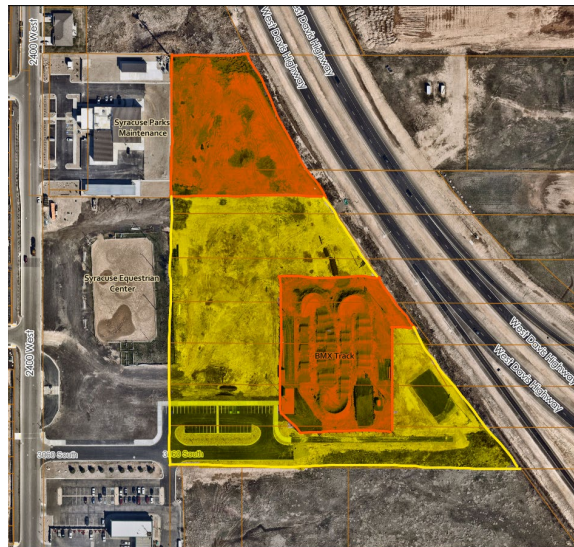
October 14, 2025

## Agenda Item #7

Authorize Mayor Maughan to execute Real Estate Purchase Contracts (REPC) for properties located at approximately 3000 south and 2400 West (A portion of the following Davis County parcel IDs 123390015, 123390017, 123390018, 123390020, 123390007, 123390008, 123390027).

### *Factual Summation*

- Any question regarding this agenda item may be directed at Stephen Marshall, Assistant City Manager.
- This matter has been discussed with the city council previously and budgeted in the past two fiscal years. The city will purchase the land in orange with this real estate purchase contract and UDOT will deed the land in yellow free of charge at the time of execution of the purchase contract.



- The total appraised purchase price of the property in orange is \$779,100. The city budgeted \$1,515,000 for all the land shown above. UDOT has a policy that it will donate land to cities for free if it the use is for parks or roads. Because of this, the city will save \$735,900.

### *Discussion Goals*

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

**Purchase Contract  
for the  
Utah Department of Transportation**

**This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.**

The Buyer Syracuse City offers to purchase the Property described below from the Utah Department of Transportation. Buyer commits to deliver Earnest Money in the amount of \$0.00, which upon acceptance of this offer by all parties shall be deposited within 3 business days. The Earnest Money will be held by Cottonwood Title, Krista Allred

PROPERTY ADDRESS: A portion of the current following Davis County parcel IDs, 123390015, 123390017, 123390018, 123390020, 123390007, 123390008, 123390027

1 Also described as UDOT Parcel (s) # 946:A2Q, 989:3AQ, 114:S2AQ & 541:SAQ  
See Exhibit 'A'

2. **WATER RIGHTS.** No Water Rights / Shares are included in this sale.

3. **PURCHASE PRICE.** The purchase price for the Property is: \$ 779,100.00

4. **APPRAISAL.** This offer \_\_\_\_\_ is X is **not** contingent upon the Buyer obtaining an appraisal on the Property.

5. **FINANCING.** This offer \_\_\_\_\_ is X is **not** contingent upon the Buyer securing a loan on the property.

6. **ADDITIONAL TERMS.** There \_\_\_\_\_ are X are **not** addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addendum No. N/A

7. **CLOSING.** This transaction shall be closed on or before December 2, 2025.  
UDOT will approve the designated Title Company. UDOT does not pay any of the fees associated with closing. Possession shall be at time of recording and Buyer's portion of the property taxes shall be prorated as of closing. If applicable, Buyer agrees to take the Property subject to existing leases. Title Company to be used by buyer, Cottonwood Title, Krista Allred.

8. **SURVEY.** UDOT will not accept a revised legal description. If the buyer chooses to contract with an outside company for a survey it will be the responsibility of the surveyor to work with the county to change the legal description after closing.

9. **SELLER DISCLOSURES, WARRANTIES AND REPRESENTATIONS.** Buyer understands that Seller acquired the Property for road purposes and makes no representation concerning the condition of the Property. Buyer agrees to accept the Property in "as is" condition, including any hidden defects or environmental conditions affecting the Property, whether known or unknown, whether such defects were discoverable through an inspection or not. Buyer acknowledges that Seller, its agents and representatives negates and disclaims any representation, warranties, promises, covenants, agreements or guarantees, implied or express, in respect to the following:

\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_  
Buyer's Initials

**9.1** The conformity of the property to any zoning, land use or building code requirements or compliance with any laws, rules or ordinances of state and local government; and

**9.2** The closing of this sale shall constitute acknowledgement by the Buyer that they had the opportunity to retain an independent, qualified professional to inspect the Property and that condition of the Property is acceptable to the Buyer.

**9.3** Buyer agrees that the Seller shall have no liability for any claims or losses the Buyer or assigns may incur as a result of defects that may now or hereafter exist on the property.

**10. CONDITION OF PROPERTY.** Buyer hereby accepts the Property in the condition existing as of the date of the execution hereof, subject to all applicable zoning, municipal, county, state, and federal laws, ordinances and regulations governing and regulating the use of the Property. Buyer acknowledges that neither the Department nor any agent of the Department has made any representation or warranty with respect to the condition of the Property or the suitability thereof for the conduct of Buyer, nor has UDOT agreed to undertake any modification, alteration or improvement to the Property. Buyer agrees to accept the Property in its presently existing conditions "as is," and that the Department shall not be obligated to make any improvements or modifications thereto. Buyer represents and acknowledges that it has made a sufficient investigation of the conditions of the Property existing immediately prior to the execution of the purchase agreement and is satisfied that the Property are fully fit physically and lawfully for Buyer's desired use.

**11. ANTIQUITIES.** It is understood and agreed that all treasure trove and all articles of antiquity in or upon the subject lands are and shall remain the property of the State of Utah. The Buyer shall report any discovery of a "site" or "specimen" to the Division of State History in compliance with the provisions of Sections 9-8-304, 305, 306 and 307, Utah Code Annotated (1953), as amended and take such action as may be required for the protection of said "site" or "specimen."

**12. VENUE.** In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the 2<sup>nd</sup> Judicial District Court in and for Davis County.

**13. AUTHORITY OF SIGNERS.** If Buyer is a corporation, partnership, trust, limited liability Company, or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

**14. COMPLETE CONTRACT.** This contract together with its addenda, and any attached exhibits, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

**15. DISPUTE RESOLUTION.** The parties agree that any dispute, arising prior to or after Closing, related to this Contract **MAY** (upon mutual agreement of the parties) first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation.

\_\_\_\_ Seller's Initials

\_\_\_\_ Buyer's Initials



\_\_\_\_\_. This information is required in case the Seller has questions concerning the offer. If there is no agent, please put none or N/A.

**23. OFFER TO PURCHASE AND TIME FOR ACCEPTANCE.** Buyer's offer is based on the above terms and conditions. Seller shall have three weeks from offer presentation to accept or counter the offer.

**BUYER'S SIGNATURE:**

\_\_\_\_\_  
*Date*                      *Name*                      *Company / Position*

**Buyer's Information: (Please print)**

|                    |                      |        |                         |
|--------------------|----------------------|--------|-------------------------|
| Name:              | Dave Maughan         |        |                         |
| Address:           | 1979 West 1900 South |        |                         |
| City / State / Zip | Syracuse, Utah 84075 |        |                         |
| Phone:             | 801-825-1477         | Email: | dmaughan@syracuseut.gov |

\_\_\_\_\_  
Seller's Initials

\_\_\_\_\_  
Buyer's Initials

**ACCEPTANCE, COUNTER OFFER OR REJECTION:**

\_\_\_\_\_ **ACCEPTANCE:** Seller accepts this offer based on the terms and conditions specified above.

|                    |                 |             |
|--------------------|-----------------|-------------|
| <i>Seller Name</i> | <i>Position</i> | <i>Date</i> |
|--------------------|-----------------|-------------|

\_\_\_\_\_ **COUNTER OFFER:** Seller presents to the buyer Counter Offer # \_\_\_\_\_.

|                    |                 |             |
|--------------------|-----------------|-------------|
| <i>Seller Name</i> | <i>Position</i> | <i>Date</i> |
|--------------------|-----------------|-------------|

\_\_\_\_\_ **REJECTION:** Seller rejects this offer in total.

|                    |                 |             |
|--------------------|-----------------|-------------|
| <i>Seller Name</i> | <i>Position</i> | <i>Date</i> |
|--------------------|-----------------|-------------|

Seller's Information: (Please print)

Name: Utah Dept of Transportation / Property Management Section

Address: 4501 South 2700 West

Box 148420 / 4<sup>th</sup> Floor

City / State / Zip Salt Lake City, UT 84114

|           |              |              |                   |
|-----------|--------------|--------------|-------------------|
| Contacts: | Mike Timothy | 801-633-9667 | mtimothy@utah.gov |
|-----------|--------------|--------------|-------------------|

|             |              |                 |
|-------------|--------------|-----------------|
| Deryl Davis | 385-222-6664 | ddavis@utah.gov |
|-------------|--------------|-----------------|

\_\_\_\_\_ Seller's Initials

\_\_\_\_\_ Buyer's Initials

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

## EXHIBIT 'A'

Also:  
Syracuse City  
1979 West 1900 South  
Syracuse city UT 84075

### **Quit Claim Deed** (CONTROLLED ACCESS) Davis County

Affecting Tax ID No. 12-339-0015

PIN No. 4955

Project No. SP-9999(807)

Parcel No. 9999:946:A2Q

The UTAH DEPARTMENT OF TRANSPORTATION, Grantor, by its duly appointed Director of Right of Way, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to Syracuse City, Grantee, at 1979 West 1900 South, Syracuse, County of Davis, State of Utah, Zip 84075, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Davis County, State of Utah, to-wit:

A tract of land being part of Lot 1, Moss Acres Subdivision - Amendment, according to the official plat thereof, recorded November 25, 1998 as Entry No. 1463624 in Book 2400 at Page 286 in the office of the Davis County Recorder, situate in the NW1/4 NE1/4 of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at a point which is 214.52 feet S.89°40'58"E. from the Northwest corner of said Lot 1; and running thence S.89°40'58"E. 171.17 feet along the northerly boundary line of said Lot 1 to a point of curvature of a curve to the left with a radius of 3025.00 feet in the southwesterly highway right of way and no-access line of SR-67 West Davis Highway Project No. S-R199(229); thence southeasterly along said curve with an arc length of 321.63 feet, chord bears S.29°15'53"E. 321.47 feet, along said southwesterly highway right of way and no-access line to the southerly boundary line of said Lot 1; thence N.89°40'01"W. 329.24 feet along said southerly boundary line to a southwest corner of said Lot 1; thence N.00°11'16"E. 279.48 feet along the westerly boundary line of said tract of land to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.



The above described tract of land contains 69,019 square feet in area or 1.585 acres.

(Note: Rotate above bearings 00°20'53" clockwise to equal NAD83 Highway bearings of Project No. S-R199(229))

Pursuant to Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the above described tract of land is granted without access to or from the adjoining SR-67 West Davis Highway over and across the inner lines designated as No-Access from the easterly boundary line of said tract of land.

Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in 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.

The grantor 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 Grantee 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.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

STATE OF UTAH ) UTAH DEPARTMENT OF TRANSPORTATION  
 ) ss.  
COUNTY OF SALT LAKE )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally appeared Ross Crowe, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me being duly sworn/affirmed, did say that he is the Director of Right of Way of the UTAH DEPARTMENT OF TRANSPORTATION.

Prepared by MWW 05/10/2023 (Horrocks)

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

Also:  
Syracuse City  
1979 West 1900 South  
Syracuse city UT 84075

**Quit Claim Deed**  
(CONTROLLED ACCESS)  
Davis County

Affecting Tax ID No. 12-339-0017  
12-339-0018  
PIN No. 4955  
Project No. SP-9999(807)  
Parcel No. 9999:989:3AQ

The UTAH DEPARTMENT OF TRANSPORTATION, Grantor, by its duly appointed Director of Right of Way, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to Syracuse City, Grantee, at 1979 West 1900 South, Syracuse, County of Davis, State of Utah, Zip 84075, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Davis County, State of Utah, to-wit:

A tract of land being part of UDOT Parcels 9999:989 and 9999:989:S situate in Lot 4, Moss Acres Subdivision Amendment recorded as Entry No. 1463624, in Book 2400 at Page 281, in the office of the Davis County Recorder, situate in the SE1/4 NE1/4 and the SW1/4 NE1/4 of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at the intersection of an existing fence line and the southerly boundary line of said Lot 4, which point is 257.76 feet S.89°40'01"E. from the Southwest corner of said Lot 4; and running thence along an existing fence line the following six (6) courses and distances: (1) N.00°07'12"W. 56.58 feet; (2) thence S.89°17'51"E. 9.03 feet; (3) thence S.83°52'36"E. 7.77 feet; (4) thence N.89°14'00"E. 11.76 feet; (5) thence S.89°54'08"E. 195.67 feet; (6) N.88°24'08"E. 27.83 feet to the westerly highway right of way and no-access line of SR-177 West Davis Highway Project No. S-R199(229); thence along said westerly highway right of way and no-access line the following two (2) courses and distances: (1) S.33°56'01"E. 38.67 feet; (2) thence S.36°11'47"E. 32.03 feet to the

southerly boundary line of said Lot 4; thence N.89°40'01"W. 292.40 feet along said southerly boundary line to the point of beginning.

The above described tract of contains 15,362 square feet in area or 0.353 acre.

Note: Rotate above bearings 00°20'53" clockwise to equal NAD83 Highway bearings of Project No. S-R199(229)

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.

The grantor 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 Grantee 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.

Pursuant to Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the above described tract of land is granted without access to or from the adjoining freeway over and across the easterly boundary line of said tract of land.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tract of land.

Ross Crowe, Director of Right of Way, UDOT

Notary Public

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

Also  
Syracuse City  
1979 West 1900 South  
Syracuse, Utah 84075

**Quit Claim Deed**  
**(CONTROLLED ACCESS)**  
Davis County

Affecting Tax ID No. 12-339-0020  
12-339-0021  
PIN No. 11268  
Project No. S-R199(229)  
Parcel No. R199:114:SAQ

The UTAH DEPARTMENT OF TRANSPORTATION, Grantor, by its duly appointed Director of Right of Way, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to Syracuse City, a municipal corporation, Grantee, at 1979 West 1900 South, County of Davis, State of Utah, Zip 84075, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Davis County, State of Utah, to-wit:

A tract of land being part of Parcels, R199:114:S and R199:114 from UDOT Project No. S-R199(229), PIN No. 11268, situate in Lot 6, Moss Acres Subdivision Amendment, according to the official plat thereof. recorded as Entry No. 1463624 in Book 2400 at Page 286 in the office of the Davis County Recorder's Office, situate in the SW1/4 NE1/4 and the SE1/4 NE1/4 of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at the Southwest corner of said Lot 6; and running thence N.00°11'16"E. 100.00 feet along the westerly boundary line to the Northwest corner of said Lot 6; thence S.89°40'01"E. 623.97 feet along the northerly boundary line of said Lot 6 to the westerly highway right of way and no-access line of SR-67 known as UDOT Project No. S-R199(229); thence S.36°11'47"E. 124.45 feet along said westerly highway right of way and no-access line to the southerly boundary line of said Lot 6; thence N.89°40'01"W. 697.80 feet along said southerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described tract of land contains 66,089 square feet in area or 1.517 acres.

(Note: Rotate above bearings 00°20'53" clockwise to equal NAD83 Highway bearings)

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.

The grantor 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 Grantee 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.

Pursuant to Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the above described tract of land is granted without access to or from the adjoining freeway over and across the easterly boundary line of said tract of land.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tract of land.

STATE OF UTAH                                 )         UTAH DEPARTMENT OF TRANSPORTATION  
                                                              ) ss.  
COUNTY OF SALT LAKE                     )

\_\_\_\_\_  
Ross Crowe, Director of Right of Way, UDOT

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_\_, before me personally  
appeared \_\_\_\_\_ Ross Crowe \_\_\_\_\_, whose identity is personally known  
to me (or proven on the basis of satisfactory evidence) and who by me being  
duly sworn/affirmed, did say that he is the \_\_\_\_\_ Director of Right of Way \_\_\_\_\_ of the  
\_\_\_\_\_ UTAH DEPARTMENT OF TRANSPORTATION \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



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

Also:  
Syracuse City  
1979 West 1900 South  
Syracuse city UT 84075

**Quit Claim Deed**  
**(CONTROLLED ACCESS)**  
Davis County

Tax ID No. 12-339-0027  
PIN No. 11268  
Project No. S-R199(229)  
Parcel No. R199:541:SAQ

The UTAH DEPARTMENT OF TRANSPORTATION, Grantor, by its duly appointed Director of Right of Way, of Salt Lake City, County of Salt Lake, State of Utah, hereby QUIT CLAIMS to Syracuse City, Grantee, at 1979 West 1900 South, Syracuse, County of Davis, State of Utah, Zip 84075, for the sum of TEN (\$10.00) Dollars, and other good and valuable considerations, the following described tract of land in Davis County, State of Utah, to-wit:

A tract of land, being part of Lot 2, Moss Acres Subdivision - Amendment, according to the official plat thereof, recorded November 25, 1998 as Entry No. 1463624 in Book 2400 at Page 286 in the office of the Davis County Recorder, situate in the NW1/4 NE1/4, NE1/4 NE1/4, SE1/4 NE1/4 and the SW1/4 NE1/4 of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian. The boundaries of said tract of land are described as follows:

Beginning at the Northwest corner of said Lot 2; and running thence S.89°40'01"E. 329.26 feet along the northerly boundary line of said Lot 2 to the westerly highway right of way and no-access line of SR-177 West Davis Highway, known as UDOT Project No. S-R199(229), at a point of curvature of a non-tangent curve to the left with a radius of 3025.00 feet; thence southeasterly along said curve with an arc length of 82.85 feet, chord bears S.33°06'03"E. 82.85 feet to the south side of an existing wall; thence N.89°42'22"W. 374.72 feet along said wall to the westerly boundary line of said Lot 2; thence N.00°11'16"E. 69.39 feet along said westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described tract of land contains 24,367 square feet in area or 0.559 acre.

Continued on Page 2  
UDOT RW-05UDA (12-01-03)

Note: Rotate above bearings 00°20'53" clockwise to equal NAD83 Highway bearings of Project No S-R199(229)

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.

The grantor 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 Grantee 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.

Pursuant to Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the above described tract of land is granted without access to or from the adjoining freeway over and across the easterly boundary line of said tract of land.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in Title 23 United States Code, Section 136, shall not be established or maintained on the above described tract of land.

STATE OF UTAH                                 )         UTAH DEPARTMENT OF TRANSPORTATION  
                                                              ) ss.  
COUNTY OF SALT LAKE                 )

\_\_\_\_\_  
Ross Crowe, Director of Right of Way, UDOT

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, before me personally  
appeared           Ross Crowe          , whose identity is personally known  
to me (or proven on the basis of satisfactory evidence) and who by me being  
duly sworn/affirmed, did say that he is the Director of Right of Way of the  
UTAH DEPARTMENT OF TRANSPORTATION.

\_\_\_\_\_  
Notary Public



# COUNCIL AGENDA

October 14, 2025

Agenda item #8

## Proposed Amendment to Chapter 6.10 Property Maintenance Regulations

### Summary

New commercial buildings are required to install landscaping when the building is constructed. City ordinance requires minimum percentage of landscaping depending on the zone. The GC zone requires 15% landscaping and the ID zone requires 10% for example. A landscape plan is required to be designed by an engineer or landscape architect and submitted with the project's site plan. Planning Commission is the land use authority for site plans. Once a project is completed, the ongoing maintenance of the property falls on the property owner and/or tenants depending on the lease arrangements.

### Applicable Ordinances

Chapter 6 in the Syracuse Municipal Ordinance concerning property maintenance says that weeds/grasses are required to be cut down to six inches. It also says that property owners are required to remove dead trees that are a hazard to public or private property. The city can abate only for those two reasons.

*6.10.030 Weed control. - (A) Premises. It is unlawful for any owner, occupant, agent, and/or lessee of real property in the City to fail to maintain the height of weeds and grasses, in the manner provided herein, on such property, or to fail to remove from the property any cuttings from such weeds or grasses. (C) Weed Control Specifications. (1) Except as otherwise provided in subsection (C)(2) of this section, weeds and grasses shall be maintained at a height of not more than six inches at all times,*

*6.10.060 Dead or diseased trees located on private property. - It shall be unlawful for the owner or occupant of any real property to keep dead or diseased trees that constitute a hazard to public or adjacent private property*

Chapter 10 includes many requirements about how landscaping needs to be installed upon completion of a new project. It says that improvements shall be maintained in a neat and attractive manner. Unfortunately, 'neat and attractive' is a bit of a subjective statement that is difficult to enforce.

*10.20.090 Site plan review. (2) All improvements shown on the approved site plan or amended site plan shall be maintained in a neat and attractive manner.*

The ordinance does not reference bark mulch replenishing, green grass, planting flowers, sprucing up, or making things look nice in general.

### Consolidated Fee Schedule

The code enforcement fine section of the consolidated fee schedule includes a \$100 noncompliance fee of \$100 per incident. It also allows for charging abatement contractor costs along with an additional administrative fee.

### Goals of Discussion

Review proposed ordinance amendment and decide if proposal would accomplish desired goals.

### History

City Council reviewed this item during their work meeting on July 22. They instructed staff to provide a recommended ordinance amendment that would strengthen the city's ability to hold the property owners to a higher standard of maintenance. The attached proposed amendment was discussed on 8/26/25. The proposed amendment was then forwarded to the 9/9/25 meeting where it was tabled. The item was further debated on 9/23/25.

### Attachments

-Recommended ordinance amendments

**ORDINANCE 25-36**  
**AN ORDINANCE AMENDING SYRACUSE MUNICIPAL CODE SECTION 6.10 RELATING TO**  
**PROPERTY MAINTENANCE REGULATIONS**

**WHEREAS**, the City Council, finds that properties that are well kept and maintained preserves the health, safety, and welfare of residents ;

**WHEREAS**, the City Council, finds that the proposed amendments are appropriate and in the best interest of the City;

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

**Section 1.** Syracuse Municipal Code 6.10 is hereby amended to read as follows.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS  
9TH DAY OF SEPTEMBER, 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 6.10

# PROPERTY MAINTENANCE REGULATIONS

Sections:

[6.10.010 Property maintenance responsibilities – Sidewalks and park strips.](#)

[6.10.020 Waste materials or junk prohibited on premises.](#)

[6.10.030 Weed control.](#)

[6.10.040 Noxious weeds.](#)

[6.10.050 Vegetation interfering with public ways or property.](#)

[6.10.060 Dead or diseased trees located on private property.](#)

[6.10.070 Empty buildings to be kept secured.](#)

[6.10.080 Inspectors authorized to enforce chapter.](#)

[6.10.090 Penalties and remedies for violations.](#)

### 6.10.010 Property maintenance responsibilities – Sidewalks and park strips.

(A) It shall be the duty of the owner, agent, occupant, and/or lessee of real property to keep their exterior property free of conditions which violate the provisions of this chapter.

(B) It shall be the duty of the owner, agent, occupant, and/or lessee of real property abutting and bordering on any public street in the City to keep the area between their property line and the curb or edge of the roadway free of conditions which violate the provisions of this chapter. Such area shall include sidewalks, park strips between streets and sidewalks, or other adjacent landscaped or open areas within a dedicated public right-of-way. [Ord. 10-09 § 1 (Exh. A); Ord. 10-06 § 1 (Exh. A); Code 1971 § 6-2-1.]

### 6.10.020 Waste materials or junk prohibited on premises.

(A) Prohibition. It is unlawful for any owner, occupant, agent, and/or lessee of real property within the City to allow, cause, or permit the following material or objects to be in or upon any yard, garden, lawn, or outdoor premises of such property:

- (1) Junk or salvage material;
- (2) Litter;
- (3) Any abandoned vehicle or inoperable vehicle.

(B) Exceptions. The prohibition in subsection (A) of this section shall not apply to:

- (1) Materials or objects used, kept, or maintained in connection with a business enterprise lawfully situated and licensed for the same and operating in conformance with the land use code or other provisions of this code; or
- (2) The outdoor storage of no more than one vehicle at a residence, as described in the definition of “Junk yard” in



(C) Prohibition on Park Strips, Sidewalks, Etc. It is unlawful for any owner, occupant, agent, and/or lessee of real property abutting and bordering on any public street in the City, for the distance such real property abuts and borders such street, to allow, cause, or permit litter, or junk or salvage material, to be in or upon the area from the property line to the curb line of the street or edge of the roadway. [Ord. 10-09 § 1 (Exh. A); Ord. 10-06 § 1 (Exh. A); Code 1971 § 6-2-2.]

## **6.10.030 Weed control.**

(A) Premises. It is unlawful for any owner, occupant, agent, and/or lessee of real property in the City to fail to maintain the height of weeds and grasses, in the manner provided herein, on such property, or to fail to remove from the property any cuttings from such weeds or grasses.

(B) Park Strips. It is unlawful for any owner, occupant, agent, and/or lessee of real property in the City abutting and bordering on any public street, for the distance such property abuts and borders the street, to fail to maintain the height of the weeds and grasses, in the manner provided herein, in the area from the property line to curb line of the street, or to fail to remove from such area any cuttings from such weeds or grasses.

(C) Weed Control Specifications.

(1) Except as otherwise provided in subsection (C)(2) of this section, weeds and grasses shall be maintained at a height of not more than six inches at all times, and the cuttings shall be promptly cleared and removed from the premises; provided, however, that this subsection shall not be applicable to any ornamental grass so long as it is used and maintained solely, or in combination with any other ornamental grass or grasses, as a supplement to an overall landscaping plan.

(2) Weeds and grasses shall be maintained at a height of not more than 12 inches at all times on any of the following properties, and the cuttings shall be promptly cleared and removed from the premises:

(a) Ditches, ditch rights-of-way, or railroad rights-of-way; and

(b) Undeveloped property or vacant lots with no buildings or structures located thereon.

(3) Weeds which are eradicated by chemicals must be done so before their height exceeds the height limits provided herein, or they must be cut at a level not exceeding such height limits.

(4) Weeds which are roto-tilled or removed by the root must be buried under the soil or removed from the property.

(5) When, in the opinion of the Fire Chief, or any Assistant Fire Chief, the large size or terrain of property makes the cutting of all weeds or grasses impractical, the Fire Chief, or any Assistant Fire Chief, may, by written order, allow and limit the required cutting of weeds and grasses to a firebreak of not less than 15 feet in width cut around the complete perimeter of the property and around any structures existing upon the property, unless the Fire Chief, or Assistant Fire Chief, determines that a firebreak of a lesser width will provide adequate protection against fire spread at the particular location.

(6) The Fire Chief may from time to time exempt from, or limit, in whole or in part, the required cutting of weeds and grasses for property established and maintained as a nature park or wetland mitigation area, if the Fire Chief, or Assistant Fire Chief, determines that such limitation or exemption will not present a potential fire hazard to adjacent properties. [Ord. 10-09 § 1 (Exh. A); Ord. 10-06 § 1 (Exh. A); Code 1971 § 6-2-3.]

#### **6.10.040 Noxious weeds.**

It shall be unlawful for the owner or occupant of any real property to allow to grow on such property any noxious weeds or other noxious vegetable growth determined by the county health department to be especially injurious to public health, crops, livestock, land, or other property. [Ord. 10-09 § 1 (Exh. A); Ord. 10-06 § 1 (Exh. A); Code 1971 § 6-2-4.]

#### **6.10.050 Vegetation interfering with public ways or property.**

It shall be unlawful for the owner or occupant of any real property to allow vegetation on the owner's or occupant's real property to grow to such an extent or in such a manner that, because of its proximity to public property or a public right-of-way, it interferes with the safe or lawful use of public property or the public right-of-way, or obstructs the vision of any posted uniform traffic control device. [Ord. 10-09 § 1 (Exh. A); Ord. 10-06 § 1 (Exh. A); Code 1971 § 6-2-5.]

#### **6.10.060 Dead or diseased trees located on private property.**

It shall be unlawful for the owner or occupant of any real property to keep dead or diseased trees that constitute a hazard to public or adjacent private property. Trees shall be considered dead once natural growth has ceased in more than 50 percent or more of the tree crown. Diseased trees shall be identified by a professional arborist to establish the hazard potential based on the disease found. Dead portions may be removed so long as the removal does not inhibit the structural integrity of the tree; otherwise, the entire tree shall be removed. Hazard areas constituted within this section shall include public rights-of-way, private or public buildings, occupied spaces such as parks or private play areas, and parking locations. [Ord. 10-09 § 1 (Exh. A); Code 1971 § 6-2-6.]

#### **6.10.065 Commercial, Multifamily, Office, and Industrial Property Maintenance**

It shall be unlawful for the owner or occupant of any real commercial, multifamily, office, or industrial property to not maintain all elements of the the site plan as approved, minus normal wear and tear. Maintenance includes replacing dead vegetation with the same or equal plant as originally installed. Maintenance also includes replacing missing, broken, or worn out site plan elements, including wood or rock mulch, weed barrier, pavers, walls, sidewalks, railings, planters, driveways, parking lots, signage, and/or exterior lighting. Maintenance also includes replacing missing, broken, or worn out architectural elements, including awnings, paint, windows, trim elements, roofing, siding, masonry, light fixtures, and/or exterior cladding. Property owners shall sustain the site plan in compliance to existing ordinances and work to correct all maintenance shortfalls within a timeline established by the code enforcement officer. Substantial changes to the site plan will require a site plan amendment as provided in 10.20.090 (K).

## **6.10.070 Empty buildings to be kept secured.**

It shall be unlawful for the owners or agents or persons in charge of unoccupied buildings or structures within the City to fail to keep such buildings and structures closed and securely locked or otherwise secured against entry. [Ord. 10-09 § 1 (Exh. A); Ord. 10-06 § 1 (Exh. A); Code 1971 § 6-2-7.]

## **6.10.080 Inspectors authorized to enforce chapter.**

(A) The City shall employ Inspectors who are authorized to enforce the provisions of this chapter.

(B) Powers and Duties.

(1) An Inspector is authorized and directed to inspect and examine real property situated within the City for the purpose of determining whether a property maintenance violation exists.

(2) All matters involving health shall be pursued in coordination with the county health department. All matters involving weeds or other fire hazards shall be pursued in coordination with the Fire Department. All matters involving the boarding of dangerous buildings shall be pursued in coordination with the Building Official. All matters involving the lawful use of land under the land use code shall be pursued in coordination with the Community Development Director, or the Director's designee.

(3) The City Manager or designee may assign primary responsibility in those areas of overlapping jurisdiction. [Ord. 24-28 § 1; Ord. 10-09 § 1 (Exh. A); Ord. 10-06 § 1 (Exh. A); Code 1971 § 6-2-8.]

## **6.10.090 Penalties and remedies for violations.**

~~(A) Misdemeanor. Owners, agents, occupants, and/or lessees who fail to pay civil penalties according to established time frame(s) and/or prohibit the abatement after the notice period shall be cited a Class B misdemeanor and upon conviction shall be punished according to law.~~

**It shall be unlawful for any person to fail to timely pay civil penalties imposed by this Chapter or to interfere with or prohibit abatement undertaken pursuant to the Title.**

(B) City Abatement and Associated Penalties. Litter or other unlawful accumulations or conditions not removed from private property, or adjacent sidewalks, park strips, or other adjacent areas for which the person is responsible under the provisions of this chapter, may be removed by the City pursuant to Chapter [6.15](#) SMC, with costs and expenses for such cleaning or removal, administrative fees and civil penalties to be assessed in accordance with the provisions of such chapter and the Syracuse City consolidated fee schedule.

(C) Civil Penalties. Owners, agents, occupants, and/or lessees who fail to correct a violation of the provisions of this chapter after notice of violation and expiration of the warning period shall be subject to the following civil penalties:

(1) The first civil citation issued after expiration of the warning period shall subject the responsible party to the initial penalty of \$125.00.

(2) The second civil citation issued after expiration of the warning period and the prior imposition of the initial penalty shall subject the responsible party to the intermediate penalty of \$250.00.

(3) Any subsequent civil citation issued after expiration of the warning period and the prior imposition of the intermediate penalty, or any recurring violation of this code, shall subject the responsible party to the maximum penalty of \$500.00.

(D) Other Remedies. This chapter may also be enforced by injunction, mandamus, judicial abatement, or any other appropriate action in law or equity.

(E) Daily Violations. Each day that any violation of this chapter continues shall be considered a separate offense for the purposes of the penalties and remedies available to the City.

(F) Compliance. Accumulation of penalties for violations, but not the obligation for payment of penalties already accrued, shall stop on correction of the violation.

(G) Cumulative. Any one, all, or any combination of the foregoing penalties and remedies may be used to enforce the provisions of this title. [Ord. 10-09 § 1 (Exh. A); Ord. 10-06 § 1 (Exh. A); Code 1971 § 6-2-9.]

(H) No civil penalty shall exceed \$3000.00.



# COUNCIL AGENDA

October 14, 2025

## Agenda Item #9

Public hearing: Proposed Resolution R25-40  
amending the Syracuse City budget for the Fiscal Year  
(FY) ending June 30, 2026.

### *Factual Summation*

- Any questions about this agenda item may be directed at Assistant City Manager Stephen Marshall.

Please review the following attachments:

- a. FY2026 Budget Adjustments PDF.
- b. Capital Projects Revised project list.
- c. Capital Project Original project list.
- d. Vehicle and capital listing – capital project fund.
- e. FY2026 Parks Capital Projects

### *Background*

- Please review the detailed **capital projects** listing attached with this document for recommended changes. In this budget opening, we are carryover of projects from prior year that weren't completed and updates to approved projects as follows:

- Carryover – 500 West Widening - \$1,220,500
- Carryover – Additional pumps at new secondary reservoir - \$500,000
- Carryover – New Secondary Reservoir land purchase - \$670,000
- Carryover – Park Maintenance Facility equipment - \$270,610
- Carryover – BMX Course land acquisition - \$1,095,000
- Carryover – Fremont Park Pavilion and restroom - \$110,000
- Carryover – 700 South overlay - \$400,000
- Carryover – 700 South 4000 West roundabout - \$1,200,000
- Carryover – 3000 West Round improvements - \$450,000
- Carryover – 2500 West and SR-193 intersection - \$1,100,000
- Carryover – Kristalyn Gardens - \$1,113,400
- New – 3000 West waterline replacement - \$423,000
- Carryover – 4000 West safety sidewalk - \$235,550

- Carryover – Storm Drain Impr public works / SAA - \$107,000
- Carryover – HAFB 2MG Tank Emergency Overflow - \$60,000
- Carryover – Roundabout realignment on 3000 west - \$285,000
- Carryover – Trail connection to new SAA school - \$69,000
- Carryover – WDC Betterment Project - \$800,000
- Carryover – Precast concrete wall at public works - \$128,000
- Revision – 2026 surface treatments - \$429,000
- Revision – West Branch Irrigation Feed - \$530,000
- Revision – 3300 West closure - \$727,000
- Carryover – Antelope Drive Trail Phase 2 - \$192,700
- Revision – 2026 Utility Project Bluff Drive - \$2,370,000
- Carryover – City Hall Light Conversion - \$68,000
- Carryover – Founders Park booster pump - \$120,500
- Revision – Parking Lot Expansion @ Fremont Park - \$550,000
- Revision – Founders Park Four Plex Renovation - \$455,000
- Revision – Founders Park Lighting - \$850,000
- Carryover – Regional Park Phase 1 Const. and Eng. - \$8,177,500

- Changes to **operational budgets:**

**General Fund – major changes**

- \$36,636 – Remove VAWA Grant and Expense
- \$9,000 and \$9,975 – sale of stage and stage rental
- \$8,600 – convert to electronic accounts payable system.
  - Save 5-10 minutes per invoice 30 invoices per week = 5 hours of savings in employee time per week or 260 hours per year @ \$50.00 per hour ~ \$13,000 per year savings.
  - Time savings for staff not having to enter manual invoices and time spent pulling invoices on request = 5 hours per week X 52 Weeks X 50.00 per hour ~ \$13,000 per year savings.
  - Cost of paper and ink – 100 pages per week X 52 weeks = 5200 pages. ~ \$300.00 per year
  - Total expected savings = \$26,300

**All Other Funds – Significant Changes**

- Park Maint. Fund - \$90,000 – purchase of dump truck
- Transportation Impact Fund - \$1,510,000 impact fee for Costco
- Secondary Water impact Fee Plan Updates – 25k each.
- Storm water fund – New storm water fine and training \$5,000
- Sewer Fund – Updated revenues and expense with \$2.50 NDSD increase or \$315,000.
- Garbage fund – separated recycling revenue from waste revenue to be able to track program revenues and expenses.

- Garbage fund – Depreciation expense increased by \$15,000.
- IT Fund – Capital Projects carryover - \$50,265.
- CDA Fund – added budget for design and installation of artwork at 3000 west roundabout - \$500,000.
- RDA Fund – added 30k to budget to design 1000 west realignment.
- Capital Projects Fund – purchase of backup fire apparatus – 40k.
- Capital Projects Fund – carryover of PPE for fire fighters – 20k.

***Action Items***

Consider whether to approve the resolution amending the FY2025 - 2026 budget.

**RESOLUTION R25-40**

**A RESOLUTION ADJUSTING THE SYRACUSE CITY BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2026.**

**WHEREAS**, the Uniform Budgetary Procedures set forth in State Statute 10-6-128 allow for amendments and increases to individual fund budgets; and

**WHEREAS**, on October 14th, 2025, the City Council held a public hearing to allow interested persons in attendance an opportunity to be heard for or against the proposed budgetary changes; and

**WHEREAS**, the City Council has determined that approval of the budgetary amendments will promote the orderly operation of the City;

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

**SECTION 1: Amendments.** The following adjustments to the Syracuse City Budget are hereby made for the Fiscal Year 2026 operating budget.

- See attachment

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 14<sup>th</sup> DAY OF OCTOBER, 2025.**

**SYRACUSE CITY**

ATTEST:

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

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



# Syracuse City

## FY2026 October Budget Opening



|                                                                       | Original Budget  | Amended Budget  | Increase / (Decrease) |
|-----------------------------------------------------------------------|------------------|-----------------|-----------------------|
| <b>General Fund:</b>                                                  |                  |                 |                       |
| <u>REVENUE ADJUSTMENTS:</u>                                           |                  |                 |                       |
| Victim Advocate Grant<br>(Did not receive VAWA Grant)                 | 106,365          | 74,400          | (31,965)              |
| Sale of Capital Assets<br>(Sale of Stage)                             | -                | 9,000           | 9,000                 |
|                                                                       |                  |                 | <u>(22,965)</u>       |
| <u>EXPENDITURE ADJUSTMENTS:</u>                                       |                  |                 |                       |
| <b>Victim Services</b>                                                |                  |                 |                       |
| Salary, Wages, & Benefits                                             | 142,289          | 108,674         | (33,615)              |
| Travel and Training                                                   | 1,355            | 675             | (680)                 |
| Office Supplies                                                       | 2,360            | 660             | (1,700)               |
| Communications<br>(Did not receive VAWA Grant)                        | 1,181            | 540             | (641)                 |
| <b>Administration</b>                                                 |                  |                 |                       |
| Insurance                                                             | 366,271          | 372,000         | 5,729                 |
| Professional & Technical<br>(Electronic Accounts Payable Process)     | 102,629          | 111,229         | 8,600                 |
| <b>Parks &amp; Recreation</b>                                         |                  |                 |                       |
| Special Dept Materials and Supplies<br>(Stage Rental - Heritage Days) | 23,300           | 33,275          | 9,975                 |
|                                                                       | <u>Revenue</u>   | <u>Expenses</u> |                       |
| General Fund net change                                               | (22,965)         | (12,332)        | (10,633)              |
| Beginning fund shortage                                               |                  |                 | (523,875)             |
|                                                                       |                  |                 | <u>(534,508)</u>      |
| Overall fund surplus to be added to fund balance                      |                  |                 | (534,508)             |
| <b>Estimated Ending Fund Balance</b>                                  | <b>5,921,682</b> |                 |                       |

## RAP Tax Fund

|                                                                       |                |                 |                  |
|-----------------------------------------------------------------------|----------------|-----------------|------------------|
| <u>EXPENSE ADJUSTMENTS:</u>                                           |                |                 |                  |
| Capital Outlay<br>(Various Carryover projects - see park 5 year plan) | 525,000        | 990,000         | (465,000)        |
|                                                                       |                |                 | <u>(465,000)</u> |
|                                                                       | <u>Revenue</u> | <u>Expenses</u> |                  |
| RAP Fund net change                                                   | -              | (465,000)       | (465,000)        |
| Beginning fund shortage                                               |                |                 | (116,845)        |
|                                                                       |                |                 | <u>(581,845)</u> |
| Overall Change                                                        |                |                 | (581,845)        |
| <b>Estimated Ending Fund Balance</b>                                  | <b>167,306</b> |                 |                  |

## Parks Impact Fee Fund

### EXPENSE ADJUSTMENTS:

|                                                     |                    |            |              |
|-----------------------------------------------------|--------------------|------------|--------------|
| Capital Outlay                                      | 12,772,000         | 10,849,110 | 1,922,890    |
| (Various Carryover projects - see park 5 year plan) |                    |            | 1,922,890    |
|                                                     |                    |            |              |
|                                                     | Revenue            | Expenses   |              |
| PIF Fund net change                                 | -                  | 1,922,890  | 1,922,890    |
| Beginning fund shortage                             |                    |            | (11,837,000) |
|                                                     |                    |            |              |
| Overall Change                                      |                    |            | (9,914,110)  |
| <b>Estimated Ending Fund Balance</b>                | <b>(4,177,364)</b> |            |              |

## Public Safety Impact Fee Fund

### EXPENSE ADJUSTMENTS:

|                                      |                |             |             |
|--------------------------------------|----------------|-------------|-------------|
| Capital Outlay                       | -              | 1,475,000   | (1,475,000) |
|                                      |                |             | (1,475,000) |
|                                      |                |             |             |
|                                      | Revenue        | Expenses    |             |
| PIF Fund net change                  | -              | (1,475,000) | (1,475,000) |
| Beginning fund shortage              |                |             | (179,800)   |
|                                      |                |             |             |
| Overall Change                       |                |             | (1,654,800) |
| <b>Estimated Ending Fund Balance</b> | <b>144,305</b> |             |             |

## Parks Maintenance Fund

### EXPENSE ADJUSTMENTS:

|                                                                    |               |           |           |
|--------------------------------------------------------------------|---------------|-----------|-----------|
| Capital Outlay                                                     | 569,200       | 794,200   | (225,000) |
| (Various Carryover projects - see park 5 year plan and dump truck) |               |           | (225,000) |
|                                                                    |               |           |           |
|                                                                    | Revenue       | Expenses  |           |
| PMF Fund net change                                                | -             | (225,000) | (225,000) |
| Beginning fund shortage                                            |               |           | (317,235) |
|                                                                    |               |           |           |
| Overall Change                                                     |               |           | (542,235) |
| <b>Estimated Ending Fund Balance</b>                               | <b>32,287</b> |           |           |

## Transportation Fund

### EXPENDITURE ADJUSTMENTS:

|                                                     |                |           |             |
|-----------------------------------------------------|----------------|-----------|-------------|
| Capital Projects                                    | 2,350,000      | 3,463,750 | 1,113,750   |
| (Various Carryover projects - see park 5 year plan) |                |           | 1,113,750   |
|                                                     |                |           |             |
|                                                     | Revenue        | Expenses  |             |
| Trans. Fund net change                              | -              | 1,113,750 | (1,113,750) |
| Beginning fund overage                              |                |           | 24,536      |
|                                                     |                |           |             |
| Overall Change                                      |                |           | (1,089,214) |
| <b>Estimated Ending Fund Balance</b>                | <b>125,492</b> |           |             |

## Transportation Impact Fee Fund

### REVENUE ADJUSTMENTS:

|                           |         |           |                  |
|---------------------------|---------|-----------|------------------|
| Trans. Impact Fee Revenue | 774,600 | 2,284,600 | 1,510,000        |
|                           |         |           | <u>1,510,000</u> |

### EXPENDITURE ADJUSTMENTS:

|                         |           |           |                  |
|-------------------------|-----------|-----------|------------------|
| Capital Outlay          | 2,200,000 | 5,915,550 | 3,715,550        |
| (Carryover of projects) |           |           | <u>3,715,550</u> |

|                                      |                  |                 |                    |
|--------------------------------------|------------------|-----------------|--------------------|
|                                      | <u>Revenue</u>   | <u>Expenses</u> |                    |
| Trans. Impact Fund net change        | 1,510,000        | 3,715,550       | (2,205,550)        |
| Beginning fund shortage              |                  |                 | (279,400)          |
| Overall Change                       |                  |                 | <u>(2,484,950)</u> |
| <b>Estimated Ending Fund Balance</b> | <b>1,243,115</b> |                 |                    |

## Secondary Water Fund:

### EXPENDITURE ADJUSTMENTS:

|                               |             |             |                  |
|-------------------------------|-------------|-------------|------------------|
| Capital Outlay                | 8,850,000   | 9,228,500   | 378,500          |
| (Carryover of projects)       |             |             |                  |
| Move Capital to Balance Sheet | (8,850,000) | (9,228,500) | <u>(378,500)</u> |
|                               |             |             | <u>-</u>         |

|                                      |                |                 |                  |
|--------------------------------------|----------------|-----------------|------------------|
|                                      | <u>Revenue</u> | <u>Expenses</u> |                  |
| Sec. Water Fund net change           | -              | -               | -                |
| Beginning fund overage               |                |                 | 6,924,100        |
| Overall Change                       |                |                 | <u>6,924,100</u> |
| <b>Estimated Ending Cash Balance</b> | <b>369,668</b> |                 |                  |

## Secondary Water Impact Fund:

### EXPENDITURE ADJUSTMENTS:

|                          |         |           |                  |
|--------------------------|---------|-----------|------------------|
| Professional & Technical | -       | 25,000    | 25,000           |
| (Impact Plan Update)     |         |           |                  |
| Capital Outlay           | 215,000 | 1,500,000 | 1,285,000        |
| (Carryover of projects)  |         |           | <u>1,310,000</u> |

|                                      |                |                 |                    |
|--------------------------------------|----------------|-----------------|--------------------|
|                                      | <u>Revenue</u> | <u>Expenses</u> |                    |
| Sec. Water Impact Fund net change    | -              | 1,310,000       | (1,310,000)        |
| Beginning fund shortage              |                |                 | (214,938)          |
| Overall Change                       |                |                 | <u>(1,524,938)</u> |
| <b>Estimated Ending Cash Balance</b> | <b>557,786</b> |                 |                    |

## Storm Water Fund:

### EXPENDITURE ADJUSTMENTS:

|                                      |               |           |           |
|--------------------------------------|---------------|-----------|-----------|
| Capital Outlay                       | 280,000       | 312,500   | 32,500    |
| (Carryover of projects)              |               |           |           |
| Move Capital to Balance Sheet        | (280,000)     | (312,500) | (32,500)  |
|                                      |               |           | -         |
|                                      |               |           |           |
|                                      | Revenue       | Expenses  |           |
| Storm Water Fund net change          | -             | -         | -         |
| Beginning fund shortage              |               |           | (227,505) |
|                                      |               |           |           |
| Overall Change                       |               |           | (227,505) |
| <b>Estimated Ending Cash Balance</b> | <b>13,548</b> |           |           |

## Storm Water Impact Fund:

### REVENUE ADJUSTMENTS:

|                                                |   |       |       |
|------------------------------------------------|---|-------|-------|
| Storm Water Fines                              | - | 5,000 | 5,000 |
| (New requirement to track separately by State) |   |       | 5,000 |

### EXPENDITURE ADJUSTMENTS:

|                                                |                  |           |           |
|------------------------------------------------|------------------|-----------|-----------|
| Public Outreach and Education                  | -                | 5,000     | 5,000     |
| (New requirement to track separately by State) |                  |           |           |
| Capital Outlay                                 | 1,198,935        | 1,452,335 | 253,400   |
| (Carryover of projects)                        |                  |           | 258,400   |
|                                                |                  |           |           |
|                                                | Revenue          | Expenses  |           |
| Storm Water Impact Fund net change             | 5,000            | 258,400   | (253,400) |
| Beginning fund shortage                        |                  |           | (628,935) |
|                                                |                  |           |           |
| Overall fund deficit to come from fund balance |                  |           | (882,335) |
| <b>Estimated Ending Cash Balance</b>           | <b>2,886,206</b> |           |           |

## Culinary Water Fund:

### EXPENDITURE ADJUSTMENTS:

|                                                 |                |             |           |
|-------------------------------------------------|----------------|-------------|-----------|
| Capital Projects                                | 1,557,000      | 2,434,500   | 877,500   |
| (Carryover of projects)                         |                |             |           |
| Move Capital To Balance Sheet                   | (1,557,000)    | (2,434,500) | (877,500) |
|                                                 |                |             | -         |
|                                                 |                |             |           |
|                                                 | Revenue        | Expenses    |           |
| Culinary Water Fund net change                  | -              | -           | -         |
| Beginning fund overage                          |                |             | 411,522   |
|                                                 |                |             |           |
| Overall fund shortage to come from fund balance |                |             | 411,522   |
| <b>Estimated Ending Cash Balance</b>            | <b>227,889</b> |             |           |

## Culinary Water Impact Fund:

### EXPENDITURE ADJUSTMENTS:

|                            |   |        |        |
|----------------------------|---|--------|--------|
| Professional & Technical   | - | 25,000 | 25,000 |
| (Impact Fee Report Update) |   |        | 25,000 |

|                                  | Revenue | Expenses |          |
|----------------------------------|---------|----------|----------|
| Cul Water Impact Fund net change | -       | 25,000   | (25,000) |
| Beginning fund shortage          |         |          | (13,088) |

|                |  |  |          |
|----------------|--|--|----------|
| Overall Change |  |  | (38,088) |
|----------------|--|--|----------|

**Estimated Ending Cash Balance 2,464,334**

## Sewer Fund:

### REVENUE ADJUSTMENTS:

|               |           |           |         |
|---------------|-----------|-----------|---------|
| Sewer Revenue | 4,017,834 | 4,332,000 | 314,166 |
|---------------|-----------|-----------|---------|

### EXPENDITURE ADJUSTMENTS:

|                               |           |           |           |
|-------------------------------|-----------|-----------|-----------|
| Sewer Disposal Fees           | 2,771,448 | 3,156,000 | 384,552   |
| Capital Outlay                | 350,000   | 869,000   | 519,000   |
| (Carryover of projects)       |           |           |           |
| Move Capital to Balance Sheet | (350,000) | (869,000) | (519,000) |
|                               |           |           | 384,552   |

|                         | Revenue | Expenses |           |
|-------------------------|---------|----------|-----------|
| Sewer Fund net change   | 314,166 | 384,552  | (70,386)  |
| Beginning fund shortage |         |          | (316,042) |

|                                                |  |  |           |
|------------------------------------------------|--|--|-----------|
| Overall fund deficit to come from fund balance |  |  | (386,428) |
|------------------------------------------------|--|--|-----------|

**Estimated Ending Cash Balance 302,407**

## Garbage Fund:

### REVENUE ADJUSTMENTS:

|                                                |           |           |           |
|------------------------------------------------|-----------|-----------|-----------|
| Waste Collection Revenue                       | 2,750,562 | 2,228,000 | (522,562) |
| Recycling Revenue                              | -         | 498,000   | 498,000   |
| (Track this separately information separately) |           |           | (24,562)  |

### EXPENDITURE ADJUSTMENTS:

|              |   |        |        |
|--------------|---|--------|--------|
| Depreciation | - | 15,000 | 15,000 |
|              |   |        | 15,000 |

|                         | Revenue  | Expenses |          |
|-------------------------|----------|----------|----------|
| Garbage Fund net change | (24,562) | 15,000   | (39,562) |
| Beginning fund overage  |          |          | 89,840   |

|                                                |  |  |        |
|------------------------------------------------|--|--|--------|
| Overall fund deficit to come from fund balance |  |  | 50,278 |
|------------------------------------------------|--|--|--------|

**Estimated Ending Cash Balance 89,840**

## IT Fund

### EXPENDITURE ADJUSTMENTS:

|                                                |                |                 |                 |
|------------------------------------------------|----------------|-----------------|-----------------|
| Capital Outlay                                 | 55,500         | 105,765         | 50,265          |
| (Carryover of Capital Projects)                |                |                 | -               |
|                                                |                |                 | <u>50,265</u>   |
|                                                | <u>Revenue</u> | <u>Expenses</u> |                 |
| IT Fund net change                             | -              | 50,265          | (50,265)        |
| Beginning fund overage                         |                |                 | 915             |
|                                                |                |                 | <u>(49,350)</u> |
| Overall fund deficit to come from fund balance |                |                 |                 |
| <b>Estimated Ending Cash Balance</b>           | <b>47,868</b>  |                 |                 |

## CDA Fund

### EXPENDITURE ADJUSTMENTS:

|                                                |                |                 |                |
|------------------------------------------------|----------------|-----------------|----------------|
| Professional & Technical                       |                | 50,000          | 50,000         |
| Capital Projects                               | -              | 450,000         | 450,000        |
| (3000 West Roundabout Artwork)                 |                |                 |                |
|                                                |                |                 | <u>500,000</u> |
|                                                | <u>Revenue</u> | <u>Expenses</u> |                |
| CDA Fund net change                            | -              | 500,000         | (500,000)      |
| Beginning fund overage                         |                |                 | 510,895        |
|                                                |                |                 | <u>10,895</u>  |
| Overall fund deficit to come from fund balance |                |                 |                |
| <b>Estimated Ending Cash Balance</b>           | <b>980,422</b> |                 |                |

## RDA Fund

### EXPENDITURE ADJUSTMENTS:

|                                                |                  |                 |               |
|------------------------------------------------|------------------|-----------------|---------------|
| Professional & Technical                       | 2,500            | 32,500          | 30,000        |
| (Design for 1000 West realignment)             |                  |                 |               |
|                                                |                  |                 | <u>30,000</u> |
|                                                | <u>Revenue</u>   | <u>Expenses</u> |               |
| CDA Fund net change                            | -                | 30,000          | (30,000)      |
| Beginning fund overage                         |                  |                 | 74,253        |
|                                                |                  |                 | <u>44,253</u> |
| Overall fund deficit to come from fund balance |                  |                 |               |
| <b>Estimated Ending Cash Balance</b>           | <b>2,937,240</b> |                 |               |

## Capital Improvement Fund

### REVENUE ADJUSTMENTS:

|                                                                              |         |         |                |
|------------------------------------------------------------------------------|---------|---------|----------------|
| State Grants                                                                 | 143,927 | 868,000 | 724,073        |
| (Utah Office of Energy Development and State for WDC Aesthetic Improvements) |         |         |                |
| Sundry Revenue                                                               | -       | 17,000  | 17,000         |
| Sale of Capital Assets                                                       | -       | 72,600  | 72,600         |
| (UDOT acquired easement through fields development)                          |         |         | <u>813,673</u> |

### EXPENDITURE ADJUSTMENTS:

|                                                               |         |           |                |
|---------------------------------------------------------------|---------|-----------|----------------|
| Capital Equipment                                             | 633,250 | 693,250   | 60,000         |
| (Purchase of 1996 Pierce Fire Engine as backup at station 32) |         |           |                |
| Capital Projects                                              | 619,000 | 1,463,500 | 844,500        |
| (Carryover of projects)                                       |         |           | <u>904,500</u> |

|                        |                |                 |          |
|------------------------|----------------|-----------------|----------|
|                        | <u>Revenue</u> | <u>Expenses</u> |          |
| CIP Fund net change    | 813,673        | 904,500         | (90,827) |
| Beginning fund overage |                |                 | 9,732    |

|                                                |  |  |                 |
|------------------------------------------------|--|--|-----------------|
| Overall fund deficit to come from fund balance |  |  | <u>(81,095)</u> |
|------------------------------------------------|--|--|-----------------|

**Estimated Ending Cash Balance      3,424,568**

CAPITAL PROJECTS PROPOSED BUDGET SUMMARY FOR FISCAL YEAR 2026

| Project                                                                 | Class C Capital<br>204070 | Culinary<br>501670 | Secondary<br>301670 | Storm Drain<br>401670 | Sewer Capital<br>531670 | Road Impact<br>Fee 21-40-70 | Culinary<br>Impact Fee<br>51-40-70 | Secondary<br>Impact Fee<br>31-40-70 | Storm Drain<br>Impact Fee<br>41-40-70 | Recreation,<br>Arts, & Parks<br>Tax 11-40-70 | Parks, Trails, &<br>Rec Impact Fee<br>12-40-70 | Capital Fund<br>80-40-71 | Project Total |
|-------------------------------------------------------------------------|---------------------------|--------------------|---------------------|-----------------------|-------------------------|-----------------------------|------------------------------------|-------------------------------------|---------------------------------------|----------------------------------------------|------------------------------------------------|--------------------------|---------------|
| 2026 Culinary Radio Conversion                                          | -                         | \$200,000          | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$200,000     |
| Bond Payment 3 MG Culinary Tank                                         | -                         | \$222,000          | -                   | -                     | -                       | -                           | \$445,000                          | -                                   | -                                     | -                                            | -                                              | -                        | \$667,000     |
| Bond Payment Secondary Reservoir                                        | -                         | -                  | \$238,000           | -                     | -                       | -                           | -                                  | \$442,000                           | -                                     | -                                            | -                                              | -                        | \$680,000     |
| Loan Payment Secondary Meters                                           | -                         | -                  | \$220,000           | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$220,000     |
| 2026 Surface Treatments/Grant Match (if awarded)                        | \$650,000                 | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$650,000     |
| Infrastructure Improvements around Costco                               | -                         | -                  | -                   | -                     | -                       | \$1,100,000                 | -                                  | -                                   | \$1,093,935                           | -                                            | -                                              | -                        | \$2,193,935   |
| 700 South Asphalt Replacement (St Andrews to 4000 W) - W/ West Point    | \$200,000                 | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$200,000     |
| 4000 West Ditch Piping Wetland/Stream Alt Permitting (1700 S to 2700 S) | -                         | -                  | -                   | \$45,000              | -                       | -                           | -                                  | -                                   | \$105,000                             | -                                            | -                                              | -                        | \$150,000     |
| SR-193/2500 W Intersection                                              | -                         | -                  | \$20,000            | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$20,000      |
| 500 West Culinary & Secondary Abandonment                               | -                         | \$10,000           | \$10,000            | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$20,000      |
| Hammon Lane Waterline Abandonment                                       | -                         | \$50,000           | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$50,000      |
| Syracuse Reservoir West Branch Feed                                     | \$50,000                  | -                  | -                   | -                     | -                       | -                           | -                                  | \$215,000                           | -                                     | -                                            | -                                              | -                        | \$265,000     |
| 3300 West Closure/Antelope Drive Trail Phase 1                          | \$250,000                 | \$300,000          | \$80,000            | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$630,000     |
| Harmony Bluff Overlay                                                   | \$100,000                 | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$100,000     |
| 2026 Utility Project Bluff Drive Subdivision                            | \$700,000                 | \$1,000,000        | \$240,000           | \$150,000             | \$400,000               |                             |                                    |                                     |                                       | -                                            | -                                              | -                        | \$2,490,000   |
| Antelope Drive Trail Phase 2 Design/ROW                                 | \$200,000                 | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$200,000     |
| 2700 S 3000 W Roundabout Design/ROW/Permitting                          | -                         | -                  | -                   | -                     | -                       | \$300,000                   | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$300,000     |
| 4000 W/700 S Roundabout Design/ROW/Construction (50% West Point)        | -                         | -                  | -                   | -                     | -                       | \$800,000                   | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$800,000     |
| New/Restriping/Signage For Two New Elementary Schools                   | \$200,000                 | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$200,000     |
| Seconary Meter Conversion Project                                       |                           |                    | \$8,500,000         |                       |                         |                             |                                    |                                     |                                       |                                              |                                                |                          | \$8,500,000   |
| 1000 W/2700 S Roundabout Improvement                                    |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              |                                                | \$120,000                | \$120,000     |
| Gentile Roundabout sign                                                 | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | \$30,000                 | \$30,000      |
| Gas line to Jensen Visitor Center                                       | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | \$21,000                 | \$21,000      |
| City Hall Parking Lot Light conversion to LED, Ph 1                     | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | \$144,000                | \$144,000     |
| Parking Expansion @ Fremont Park                                        | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | \$450,000                                      | -                        | \$450,000     |
| Cemetery Improvements                                                   | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | \$176,000                | \$176,000     |
| Trail Along Antelope Dr and 3000 West - Costco                          | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | \$122,000                                      | -                        | \$122,000     |
| Founders Park Improvements (Booster Pump)                               | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | \$128,000                | \$128,000     |
| Founders Park Four Plex Renovation (tower, sidewalks)                   | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | \$400,000                                    | -                                              | -                        | \$400,000     |
| Founders Park Lighting                                                  | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | \$700,000                                      | -                        | \$700,000     |
| Linda Vista Playground Replacement                                      | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | \$125,000                                    | -                                              | -                        | \$125,000     |
| Regional Park Phase 1 Construction                                      | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | \$11,500,000                                   | -                        | \$11,500,000  |
|                                                                         |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              |                                                |                          |               |
| Total Fiscal Year 2026 Projects                                         | \$2,350,000               | \$1,782,000        | \$9,308,000         | \$195,000             | \$400,000               | \$2,200,000                 | \$445,000                          | \$657,000                           | \$1,198,935                           | \$525,000                                    | \$12,772,000                                   | \$619,000                | \$32,451,935  |



CAPITAL PROJECTS PROPOSED BUDGET SUMMARY FOR FISCAL YEAR 2026

| Project                                                                 | Class C Capital<br>204070 | Culinary<br>501670 | Secondary<br>301670 | Storm Drain<br>401670 | Sewer Capital<br>531670 | Road Impact<br>Fee 21-40-70 | Culinary<br>Impact Fee<br>51-40-70 | Secondary<br>Impact Fee<br>31-40-70 | Storm Drain<br>Impact Fee<br>41-40-70 | Recreation,<br>Arts, & Parks<br>Tax 11-40-70 | Parks, Trails, &<br>Rec Impact Fee<br>12-40-70 | Capital Fund<br>80-40-71 | Project Total |
|-------------------------------------------------------------------------|---------------------------|--------------------|---------------------|-----------------------|-------------------------|-----------------------------|------------------------------------|-------------------------------------|---------------------------------------|----------------------------------------------|------------------------------------------------|--------------------------|---------------|
| 500 West Widening (2150 S to 2700 S) - 7% of \$3.9 million WFRG Grant   |                           |                    |                     |                       | \$90,000                | \$1,130,550                 |                                    |                                     |                                       |                                              |                                                |                          | \$1,220,550   |
| Additional Pumps at new secondary reservoir                             |                           |                    |                     |                       |                         |                             |                                    | \$500,000                           |                                       |                                              |                                                |                          | \$500,000     |
| New Secondary Reservoir Property Acquisition                            |                           |                    |                     |                       |                         |                             |                                    | \$670,000                           |                                       |                                              |                                                |                          | \$670,000     |
| Park Maintenance Facility including equipment                           |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              | \$270,610                                      |                          | \$270,610     |
| BMX Course and pump track                                               |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              | \$1,095,000                                    |                          | \$1,095,000   |
| Dog Park Landscaping                                                    |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              | \$15,000                                       |                          | \$15,000      |
| Fremont Park Pavilion Replacement                                       |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       | \$60,000                                     |                                                |                          | \$60,000      |
| Fremont Park Restroom Renovation                                        |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       | \$50,000                                     |                                                |                          | \$50,000      |
| 700 South Overlay (3000 West to St Andrews)                             | \$400,000                 |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              |                                                |                          | \$400,000     |
| 700 South 4000 West Roundabout (50% West Point/50% Syracuse)            |                           |                    |                     |                       |                         | \$1,200,000                 |                                    |                                     |                                       |                                              |                                                |                          | \$1,200,000   |
| 3000 West Road Improvements (Antelope to Fremont/Church)                | \$450,000                 |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              |                                                |                          | \$450,000     |
| 2500 West/SR-193 Intersection                                           |                           |                    |                     |                       |                         | \$1,100,000                 |                                    |                                     |                                       |                                              |                                                |                          | \$1,100,000   |
| Kristalyn Gardens                                                       | \$135,500                 | \$246,500          | \$199,500           |                       | \$353,000               |                             |                                    |                                     | \$178,900                             |                                              |                                                |                          | \$1,113,400   |
| 3000 West Culinary and Secondary Waterline Realignment                  |                           | \$244,000          | \$179,000           |                       |                         |                             |                                    |                                     |                                       |                                              |                                                |                          | \$423,000     |
| 4000 West Safety Sidewalk Project (For New Elementary)                  | \$135,550                 | \$100,000          |                     |                       |                         |                             |                                    |                                     |                                       |                                              |                                                |                          | \$235,550     |
| Storm Drain Improvements - Public works / SAA school                    |                           |                    |                     | \$32,500              |                         |                             |                                    |                                     | \$74,500                              |                                              |                                                |                          | \$107,000     |
| HAFB 2MG Emergency Overflow Update                                      |                           | \$60,000           |                     |                       |                         |                             |                                    |                                     |                                       |                                              |                                                |                          | \$60,000      |
| Round-a-bout and Fire Station realignment on 3000 West                  |                           |                    |                     |                       |                         | \$285,000                   |                                    |                                     |                                       |                                              |                                                |                          | \$285,000     |
| Trail Connection from new SAA school to 2000 West                       |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              | \$69,000                                       |                          | \$69,000      |
| WDC Betterment Project                                                  |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              |                                                | \$800,000                | \$800,000     |
| Precast concrete fence on east side of public works                     |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              |                                                | \$128,000                | \$128,000     |
| 2026 Culinary Radio Conversion                                          | -                         | \$200,000          | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$200,000     |
| Bond Payment 3 MG Culinary Tank                                         | -                         | \$222,000          | -                   | -                     | -                       | -                           | \$445,000                          | -                                   | -                                     | -                                            | -                                              | -                        | \$667,000     |
| Bond Payment Secondary Reservoir                                        | -                         | -                  | \$238,000           | -                     | -                       | -                           | -                                  | \$442,000                           | -                                     | -                                            | -                                              | -                        | \$680,000     |
| Loan Payment Secondary Meters                                           | -                         | -                  | \$220,000           | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$220,000     |
| 2026 Surface Treatments/Grant Match (if awarded)                        | \$429,000                 | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$429,000     |
| Infrastructure Improvements around Costco                               | -                         | -                  | -                   | -                     | -                       | \$1,100,000                 | -                                  | -                                   | \$1,093,935                           | -                                            | -                                              | -                        | \$2,193,935   |
| 700 South Asphalt Replacement (St Andrews to 4000 W) - W/ West Point    | \$200,000                 | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$200,000     |
| 4000 West Ditch Piping Wetland/Stream Alt Permitting (1700 S to 2700 S) | -                         | -                  | -                   | \$45,000              | -                       | -                           | -                                  | -                                   | \$105,000                             | -                                            | -                                              | -                        | \$150,000     |
| SR-193/2500 W Intersection                                              | -                         | -                  | \$20,000            | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$20,000      |
| 500 West Culinary & Secondary Abandonment                               | -                         | \$10,000           | \$10,000            | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$20,000      |
| Hammon Lane Waterline Abandonment                                       | -                         | \$50,000           | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$50,000      |
| Syracuse Reservoir West Branch Feed                                     | \$200,000                 | -                  | -                   | -                     | -                       | -                           | -                                  | \$330,000                           | -                                     | -                                            | -                                              | -                        | \$530,000     |
| 3300 West Closure/Antelope Drive Trail Phase 1                          | \$321,000                 | \$300,000          | \$80,000            | -                     | \$26,000                | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$727,000     |
| Harmony Bluff Overlay                                                   | \$100,000                 | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$100,000     |
| 2026 Utility Project Bluff Drive Subdivision                            | \$700,000                 | \$880,000          | \$240,000           | \$150,000             | \$400,000               |                             |                                    |                                     |                                       |                                              |                                                |                          | \$2,370,000   |
| Antelope Drive Trail Phase 2 Design/ROW                                 | \$192,700                 | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$192,700     |
| 2700 S 3000 W Roundabout Design/ROW/Permitting                          | -                         | -                  | -                   | -                     | -                       | \$300,000                   | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$300,000     |
| 4000 W/700 S Roundabout Design/ROW/Construction (50% West Point)        | -                         | -                  | -                   | -                     | -                       | \$800,000                   | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$800,000     |
| New/Restriping/Signage For Two New Elementary Schools                   | \$200,000                 | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | -                        | \$200,000     |
| Seconary Meter Conversion Projects                                      |                           |                    | \$8,500,000         |                       |                         |                             |                                    |                                     |                                       |                                              |                                                |                          | \$8,500,000   |
| 1000 W/2700 S Roundabout Improvement                                    |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              |                                                | \$120,000                | \$120,000     |
| Gentile Roundabout sign                                                 | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | \$30,000                 | \$30,000      |
| Gas line to Jensen Visitor Center                                       | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | \$21,000                 | \$21,000      |
| City Hall Parking Lot Light conversion to LED, Ph 1                     | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | \$68,000                 | \$68,000      |
| Parking Expansion @ Fremont Park                                        | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | \$550,000                                      | -                        | \$550,000     |
| Cemetery Improvements                                                   | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | \$176,000                | \$176,000     |
| Trail Along Antelope Dr and 3000 West - Costco                          | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | \$122,000                                      | -                        | \$122,000     |
| Founders Park Improvements (Booster Pump)                               | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | -                                              | \$120,500                | \$120,500     |
| Founders Park Four Plex Renovation (tower, sidewalks)                   | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | \$455,000                                    | -                                              | -                        | \$455,000     |
| Founders Park Lighting                                                  | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | \$300,000                                    | \$550,000                                      | -                        | \$850,000     |
| Linda Vista Playground Replacement                                      | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | \$125,000                                    | -                                              | -                        | \$125,000     |
| Regional Park Engineering and Const. Oversight                          |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              | \$177,500                                      |                          | \$177,500     |
| Regional Park Phase 1 Construction                                      | -                         | -                  | -                   | -                     | -                       | -                           | -                                  | -                                   | -                                     | -                                            | \$8,000,000                                    | -                        | \$8,000,000   |
|                                                                         |                           |                    |                     |                       |                         |                             |                                    |                                     |                                       |                                              |                                                |                          |               |
| Total Fiscal Year 2026 Projects                                         | \$3,463,750               | \$2,312,500        | \$9,686,500         | \$227,500             | \$869,000               | \$5,915,550                 | \$445,000                          | \$1,942,000                         | \$1,452,335                           | \$990,000                                    | \$10,849,110                                   | \$1,463,500              | \$39,616,745  |

**CAPITAL IMPROVEMENT FUND**  
**Fiscal Year Ending June 30, 2026**  
**Line Item Detail**

|                                                     |                                                        | <b>Requested</b> | <b>City Manager/Council<br/>Recommendation</b> | <b>Adopted<br/>Budget</b> |
|-----------------------------------------------------|--------------------------------------------------------|------------------|------------------------------------------------|---------------------------|
|                                                     |                                                        |                  |                                                |                           |
| <b>80-40-70 Capital equipment</b>                   |                                                        |                  |                                                |                           |
| Prior year budget, as modified                      |                                                        |                  |                                                | \$ 1,283,400              |
| Current estimates:                                  |                                                        |                  |                                                |                           |
| Public Works                                        | Eng Tech truck Replacement                             | 55,000           | 55,000                                         | 55,000                    |
| Fire                                                | Ford F550 Brush Truck (B2)                             | 300,000          | 300,000                                        | 300,000                   |
| Fire                                                | Video Camera for BC Vehicle                            | 5,000            | -                                              | -                         |
| Fire                                                | Nozzle Replacement                                     | 12,000           | -                                              | -                         |
| Fire                                                | New Hire PPE (9)                                       | 72,000           | -                                              | -                         |
| Fire                                                | FEMA AFG Grant (90/10)                                 | 108,250          | 108,250                                        | 108,250                   |
| Poice                                               | Police Vehicle                                         | 85,000           | 85,000                                         | 85,000                    |
| Poice                                               | Police Vehicle                                         | 85,000           | 85,000                                         | 85,000                    |
| Parks                                               | Plow Mount and Salt Spreader for C.C./Library/Centenni | 7,000            | -                                              |                           |
| Fire                                                | PPE (Turnourts, Boots, Helmets, etc)                   |                  |                                                | 20,000                    |
| Fire                                                | 1996 Pierce Pumper Fire Engine                         |                  |                                                | 40,000                    |
| Total budget for account                            |                                                        | \$ 729,250       | \$ 633,250                                     | \$ 693,250                |
| Amount changed from request                         |                                                        |                  |                                                | \$ (36,000)               |
| Increase/(decrease) from prior year modified budget |                                                        | \$ (554,150)     | \$ (650,150)                                   | \$ (590,150)              |
|                                                     |                                                        |                  |                                                |                           |
| <b>80-40-71 Capital projects</b>                    |                                                        |                  |                                                |                           |
| Prior year budget, as modified                      |                                                        |                  |                                                | \$ 2,660,065              |
| Current estimates:                                  |                                                        |                  |                                                |                           |
| Parks & Rec                                         | 1000 W/2700 S Roundabout Improvement                   | \$ 120,000       | \$ 120,000                                     | \$ 120,000                |
| Public Works                                        | Gentile Roundabout sign                                | 30,000           | 30,000                                         | 30,000                    |
| Parks & Rec                                         | Gas line to Jensen Visitor Center                      | 21,000           | 21,000                                         | 21,000                    |
| Parks & Rec                                         | Cemetery Improvements                                  | 176,000          | 176,000                                        | 176,000                   |
| Parks & Rec                                         | Founders Park Improvements (Booster Pump)              | 128,000          | 128,000                                        | 120,500                   |
| Public Works                                        | City Hall Parking Lot Light conversion to LED, Ph 1    | 150,000          | 144,000                                        | 68,000                    |
| Public Works                                        | Precast concrete fence on east side of public works    | 143,000          | -                                              | 128,000                   |
| Admin                                               | WDC Asethetic Improvements                             |                  |                                                | 800,000                   |
| Police                                              | Workplace Improvements (Carpet/Paint/Furniture)        | 200,000          | -                                              | -                         |
| Total budget for account                            |                                                        | \$ 968,000       | \$ 619,000                                     | \$ 1,463,500              |
| Amount changed from request                         |                                                        |                  |                                                | \$ 495,500                |
| Increase/(decrease) from prior year modified budget |                                                        | \$ (1,692,065)   | \$ (2,041,065)                                 | \$ (1,196,565)            |

| 1-5 Year Parks Capital Projects                        | Parks<br>Maintenance Fee<br>174070 | General/Capital<br>804070 | Park Impact Fee<br>124070 | RAP Tax<br>114070 | Project Total |
|--------------------------------------------------------|------------------------------------|---------------------------|---------------------------|-------------------|---------------|
| Ending FY2025 Cash Balance                             | \$574,521                          | \$3,519,397               | \$5,736,746               | \$749,151         |               |
| <b>FY2026 Project Year</b>                             |                                    |                           |                           |                   |               |
| Fremont Park Pavilion Replacement                      | \$15,000                           |                           |                           | \$60,000          | \$75,000      |
| Fremont Park Restroom Renovation                       |                                    |                           |                           | \$50,000          | \$50,000      |
| Fremont Mainline Irrigation                            | \$50,000                           |                           |                           |                   | \$50,000      |
| Dog Park Landscaping                                   |                                    |                           | \$15,000                  |                   | \$15,000      |
| Centennial Park Booster Pump                           | \$40,000                           |                           |                           |                   | \$40,000      |
| Dump Truck Replacement                                 | \$90,000                           |                           |                           |                   | \$90,000      |
| Park Maintenance Facility including equipment          |                                    |                           | \$270,610                 |                   | \$270,610     |
| BMX Course and pump track                              |                                    |                           | \$1,095,000               |                   | \$1,095,000   |
| Trail Connection from new SAA school to 2000 West      |                                    |                           | \$69,000                  |                   | \$69,000      |
| Regional Park Engineering and Const. Oversight         |                                    |                           | \$177,500                 |                   | \$177,500     |
| Regional Park Phase 1 Construction                     |                                    |                           | \$8,000,000               |                   | \$8,000,000   |
| Mini Excavator                                         | \$85,000                           |                           |                           |                   | \$85,000      |
| Single Deck Mower (z-Turn)                             | \$16,000                           |                           |                           |                   | \$16,000      |
| Salter                                                 | \$7,500                            |                           |                           |                   | \$7,500       |
| Snowpusher (Skidsteer Attachment)                      | \$3,700                            |                           |                           |                   | \$3,700       |
| Ventrac Attachments (Tough Cut Mower & Stump Grinder)  | \$11,000                           |                           |                           |                   | \$11,000      |
| Large Area Mower (Groundsmaster)                       | \$96,000                           |                           |                           |                   | \$96,000      |
| Gas Line to Visitors Center                            |                                    | \$30,000                  |                           |                   | \$30,000      |
| Parking Expansion @ Fremont Park                       |                                    |                           | \$550,000                 |                   | \$550,000     |
| Cemetery Improvements                                  |                                    | \$176,000                 |                           |                   | \$176,000     |
| N. Canterbury Turf Replacement (Grading, Irrig., etc.) | \$0                                |                           |                           |                   | \$0           |
| Trail Along Antelope Dr and 3000 West - Costco         |                                    |                           | \$122,000                 |                   | \$122,000     |
| Founders North East Entrance Sidewalks                 | \$30,000                           |                           |                           |                   | \$30,000      |
| Founders Park Improvements (Booster Pump)              |                                    | \$120,500                 |                           |                   | \$120,500     |
| Founders Park Four Plex Renovation (tower, sidewalks)  | x                                  | x                         |                           | \$455,000         | \$400,000     |
| Founders Park Backstops/Dugouts (Field 3, 4, 5 and 6)  | \$350,000                          | x                         |                           | x                 | \$250,000     |
| Founders Park Lighting                                 | X                                  | x                         | \$550,000                 | \$300,000         | \$850,000     |
| Linda Vista Playground Replacement                     | X                                  | X                         |                           | \$125,000         | \$125,000     |
| Ending FY2026 Cash Balance - Year 1                    | \$32,321                           | \$3,424,258               | -\$4,177,364              | \$167,306         |               |



# COUNCIL AGENDA

October 14, 2025

Submitted by Colin Winchester

## **Agenda Item #10      RES 25-41 – 3000 W Antelope MOU**

### ***Factual Summation***

- The City owns three parcels of real property located at the northeast corner of Antelope Drive and 3000 West consisting of approximately 7.57 combined acres
- The City proposes to sell the three parcels to Hawkins Development, LLC pursuant to the terms of the attached Memorandum of Understanding (“MOU”)
- State and local laws require the City to give at least 14-days advance notice and then hold a public hearing prior to disposing of any significant parcel of real property
- Proper notice has been given

### ***Discussion Goals***

1. Conduct the required public hearing.
2. Discuss and vote whether to approve the Resolution authorizing the Mayor to sign the MOU and related documents

**RESOLUTION R25-40**  
**A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE ATTACHED**  
**MEMORANDUM OF UNDERSTANDING REGARDING THE PROPOSED**  
**SALE/PURCHASE OF CITY-OWNED REAL PROPERTY LOCATED**  
**NEAR 3000 WEST AND ANTELOPE DRIVE**

**WHEREAS**, Syracuse City Corporation (“City”) owns three parcels of real property located at the northeast corner of Antelope Drive and 3000 West consisting of approximately 7.57 combined acres (the “Property”); and

**WHEREAS**, City desires that the Property be developed as a retail development in accordance with the general terms of the attached Memorandum of Understanding Regarding the Proposed Sale/Purchase of City-Owned Real Property Located Near 3000 West and Antelope Drive (the “MOU”); and

**WHEREAS**, City is willing to sell, and Hawkins Development, LLC (“Developer”) is willing to purchase and develop, the Property pursuant to the terms of the MOU; and

**WHEREAS**, City and Developer mutually acknowledge and agree that the terms of the MOU are reasonable conditions and requirements to be imposed by City, and that such terms are necessary to protect, promote and enhance the public health, safety and welfare of the City; and

**WHEREAS**, the City Council has duly noticed and duly conducted a public hearing regarding the proposed sale of the Property in accordance with state and local laws; and

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

Section 1. The Mayor is authorized to sign the attached Memorandum of Understanding Regarding the Proposed Sale/Purchase of City-Owned Real Property Located Near 3000 West and Antelope Drive and all other deeds and documents required to complete the sale of the Property.

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

Section 3: This Resolution shall become effective October 14, 2025.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 14TH DAY OF OCTOBER, 2025.**

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CASSIE Z. BROWN  
City Recorder

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DAVE MAUGHAN  
Mayor

Voting by the Council:

AYE

NAY

Councilmember Carver

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Councilmember Cragun

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Councilmember Robertson

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Councilmember Savage

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Councilmember Watson

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**MEMORANDUM OF UNDERSTANDING  
REGARDING THE PROPOSED SALE/PURCHASE OF CITY-OWNED REAL PROPERTY  
LOCATED NEAR 3000 WEST AND ANTELOPE DRIVE**

**MEMORANDUM OF UNDERSTANDING** (“MOU”) dated October 15, 2025 (“Effective Date”), by and between Syracuse City Corporation, a political subdivision of the State of Utah (“City”), and Hawkins Development, LLC, a Utah limited liability company (“Developer”).

**WHEREAS**, City owns three parcels of real property (the “Property”) located at the northeast corner of Antelope Drive and 3000 West, consisting of approximately 7.57 combined acres, and more particularly depicted and described in Exhibits A-1 and A-2; and

**WHEREAS**, City desires that the Property be developed as a retail development in accordance with the general terms of this MOU (the “Development”); and

**WHEREAS**, City is willing to sell, and Developer is willing to purchase and develop, the Property pursuant to the terms of this MOU; and

**WHEREAS**, City and Developer mutually acknowledge and agree that the terms of this MOU are reasonable conditions and requirements to be imposed by City, and that such terms are necessary to protect, promote and enhance the public health, safety and welfare of the City.

**THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

1. Purpose. The purpose of this MOU is to set forth the terms and conditions under which City will sell the Property to Developer.

2. Definitions. For purposes of this MOU, the following terms shall have the following meanings:

“Affiliate” means a person or entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, Developer. For purposes of this definition, the term “control” means the power to direct or cause the direction of management and policies, through the ownership of voting rights, by contract or otherwise.

“Hotel User” means a hotel from one of the following Hilton brands (Hilton, Double Tree, Garden Inn, Hampton, TRU), or one of the following Marriott-Bonvoy brands (Marriott, Sheraton, Renaissance, Westin, Courtyard, Fairfield, Four Points, Springhill Suites), or another hotel approved by City.

“Restaurant Anchors” means both an Olive Garden restaurant and a Chick-Fil-A restaurant, or one of the named restaurants plus a substitute restaurant approved by City; provided, however, if a Chick-Fil-A restaurant is either under construction or open for business anywhere within Syracuse City, Developer may substitute Chick-Fil-A with a restaurant listed on Exhibit C or with any other restaurant approved by City.

“Required Users” means the Hotel User and the Restaurant Anchors.

3. Due Diligence Materials.

a. *General.* Within 10 days after the Effective Date, City shall provide to Developer copies of any plans, specifications, drawings, surveys, reports, appraisals, environmental reports and assessments, including, without limitation, any Phase I and Phase II Environmental Site Assessments, Asbestos and Lead Based Paint Surveys, if any, or other information for the Property in City's possession or commercially reasonable control.

b. *Title Commitment.* Within 180 days after the Effective Date, Developer shall, at Developer's expense, obtain a title insurance commitment, together with legible copies of all instruments referred to in such commitment as conditions or exceptions (collectively, the “Commitment”), for the issuance of a 2021 ALTA form of an extended owner’s title insurance policy for the Property.

c. *Survey.* Within 180 days after the Effective Date, Developer shall, at Developer's expense, obtain a current ALTA survey prepared by a certified Utah surveyor showing all Property lines, improvements, if any, encroachments, setback lines, easements, adjoining roadways, proposed roads and proposed existing road extensions, and utility installments located therein and all other matters which are revealed by the Commitment (the “Survey”).

4. Inspection Period.

a. *Time.* Developer shall have until 5:00 p.m. MDT on July 15, 2026, to (the “Inspection Period”) to conduct due diligence and determine, in Developer’s sole and absolute discretion, whether the Property is suitable for the Development. If the results of any of the matters referred to in this Section appear unsatisfactory to Developer for any reason, then Developer, at Developer’s sole and absolute discretion, shall have the right to terminate this MOU by giving written notice to that effect to City on or before the expiration of the Inspection Period.

b. *Testing.* During the Inspection Period, at its sole expense, Developer may make any tests, surveys, inspections or obtain any audits, tests or studies of soils and subsurface conditions, including, without limitation, geotechnical investigations and environmental tests, on or about the Property to determine its suitability for construction of the Development and to determine if hazardous substances exist or have been stored on the Property.



c. *Access.* City shall permit Developer and its representatives access to the Property at reasonable times for the purpose of conducting such tests, inspections and surveys, provided that Developer reasonably restores the Property to the same condition as prior to any such entry as is commercially reasonable, ordinary wear and tear excepted.

d. *Contingencies.* In addition to the matters provided above, prior to the expiration of the Inspection Period, the following contingencies (collectively the “Inspection Contingencies”) shall be satisfied:

i. In consultation with City, Developer has prepared a preliminary site plan for the Development (the “Site Plan”) attached hereto as Exhibit B, depicting the proposed configuration of the various components and Required Users of the Development. The Site Plan is subject to the City’s development review process and additional vetting by the parties. The parties agree to use reasonable, good faith efforts to agree upon any changes or modifications to the Site Plan.

ii. Developer shall secure a commitment for the Required Users as evidenced by executed letters of intent, leases or purchase agreements with the Required Users. Developer shall provide such materials to City’s Community & Economic Development Director prior to the expiration of the Inspection Period. Such materials shall be marked as confidential and proprietary work product and City shall treat the materials as confidential financial information under the Utah Government Records Access and Management Act (“GRAMA”).

iii. City, at its sole cost and expense, in coordination with Developer, shall (1) execute a Surface Use Agreement with any mineral interest holders or parties with surface rights to eliminate any surface use of the Property for mineral extraction, and (2) provide Developer with evidence reasonably satisfactory to Developer that adequate wet and dry utilities to service the Development are located in the public right-of-way immediately adjacent to the Property.

e. *Notice.* Prior to expiration of the Inspection Period, Developer shall deliver written notice to City indicating that each of the Inspection Contingencies has been waived or satisfied. If Developer fails to timely notify City that the Inspection Contingencies have been waived or satisfied, this MOU shall automatically terminate, and the parties shall be relieved of all further obligations and liability hereunder (other than those that are expressly stated to survive the termination of this MOU).

f. *Extension of Inspection Period.* If Developer has not satisfied or waived each of the Inspection Contingencies on or before the expiration of the Inspection Period, and if Developer provides evidence reasonably satisfactory to City that Developer has diligently and in good faith pursued satisfaction of each of the Inspection Contingencies, then Developer may elect to extend the Inspection Period for one additional period not to exceed 90 days by delivering written notice to City on or before the expiration of the Inspection Period.

5. Hotel. Developer shall use good faith efforts to endeavor to secure a commitment for a Hotel User. If Developer is unable to timely secure such a commitment, City may, but is not required to, waive the requirement for a Hotel User.

6. Approvals Period.

a. *Time.* Developer shall have until 180 days after the expiration of the Inspection Period (as it may be extended) (the “Approvals Period”) to obtain all necessary approvals from City and any other governmental or quasi-governmental entities having jurisdiction (the “Approvals”), with conditions reasonably acceptable to Developer, necessary for the construction and use of the Development and necessary for binding, non-contingent transactions with the Required Users.

b. *Contingencies.* Prior to the expiration of the Approvals Period, the following contingencies (collectively, the “Approval Contingencies”) shall be satisfied:

i. Developer shall secure and submit to City a binding commitment with each Required User, which shall include a commitment that the Required User will begin construction on or before April 15, 2028, and a commercially reasonable construction schedule indicating when the Required User will open for business no later than April 15, 2029. Such materials shall be marked as confidential and proprietary work product and City shall treat the materials as confidential financial information under GRAMA.

ii. Developer shall obtain all necessary entitlements for the Development, including final approval of final plat and site plan and including all construction/building permits. City, without waiving any of its legislative, regulatory and decision-making authority, agrees and covenants to reasonably cooperate in good faith with Developer in such a manner as to not circumvent the terms of this MOU.

c. *Notice.* Prior to expiration of the Approvals Period, Developer shall deliver written notice to City indicating that each of the Approval Contingencies has been waived or satisfied. If Developer fails to timely notify City that the Approval Contingencies have been waived or satisfied, or if Developer notifies City that it is unable to proceed with this transaction due to a failure of any of the Approval Contingencies (including, without limitation, inability to obtain the Approvals), this MOU shall terminate and the parties shall be relieved of all further obligations and liability (other than those that are expressly stated to survive the termination of this MOU).

7. Marketing. During the pendency of this MOU: (1) Developer shall continually market the Property to attract quality retail and commercial tenants, which marketing shall include Developer's standard marketing efforts, soliciting users at the annual ICSC convention, and marketing through Utah commercial property media; and (2) Developer may place Developer's brokerage and marketing signs on the Property.

8. Financing Mechanisms. Developer may file applications to form one or more financing districts (collectively the "District") for the purpose of providing financing or other assistance for the Development. Developer must comply with the Utah laws and processes required for the formation of such districts. Notwithstanding anything contained in this MOU to the contrary, any obligation of Developer under this MOU may be performed by or on behalf of the District, provided that the District will be bound by this MOU for any obligations that it undertakes on behalf of Developer.

9. Purchase Price. The purchase price for the Property shall be \$5,440,000 (\$16.50 per square foot per July 18, 2025 Appraisal).

10. Use of Bureau of Reclamation Property. The United States Bureau of Reclamation ("BOR") owns approximately 4.4 acres of real property immediately east of the Property (depicted in blue in Exhibit A-1). If Developer desires to use the BOR property for parking or other uses, City is willing to cooperate with Developer in approaching BOR and processing the necessary approval. The parties understand that neither BOR nor City is obligated to allow Developer to use the BOR property.

11. Monument Sign. City plans to install a monument sign on the Property. After the sign is installed and prior to the expiration of the Approvals Period, City will create a legal description for the plot on which the sign will be located. The plot will be excluded from the sale of the Property and the purchase price will be reduced at the rate of \$16.50 per square foot.

12. Trail Along Antelope Drive. Prior to the expiration of the Approvals Period, City will create a legal description for the existing trail along the southern boundaries of parcels 120490179 and 120490181. That area will be excluded from the sale of the Property and the purchase price will be reduced at the rate of \$16.50 per square foot.

13. Closing.

a. *Conditions Precedent*. Developer's obligation to close the transfer of the Property under this MOU shall be subject to and conditioned upon Developer's waiver or satisfaction of the Approval Contingencies.

b. *Conveyance*. At Closing, which shall occur on or before 60 days after the expiration of the Approvals Period, City shall convey to Developer title to the Property by special warranty deed. Title to the Property shall be free and clear of all liens, defects and encumbrances,

except the following “Permitted Exceptions”: this MOU; easements and rights-of-way that are part of the Approvals, or are approved, accepted, or waived by Developer; and taxes and assessments not yet due and payable.

c. *Title Insurance.* Developer shall be responsible for all costs of the Title Policy and any title insurance commitments, policies or endorsements required by Developer or its mortgagees. However, City agrees to provide necessary documents to remove the standard preprinted exceptions.

d. *Condition of Property.* Except as specifically provided in this MOU or in the deed, City has not made, does not make, and specifically negates and disclaims, any representations, warranties, covenants or guarantees of any kind, whether express or implied, concerning or with respect to the presence of hazardous substances on the Property or compliance of the Property with any and all applicable environmental laws, or the value, nature, quality or condition of the water, soil and geology of the Property. Except as specifically provided in this MOU or in the deed, Developer acknowledges and agrees that the sale of the Property is made on an “as-is” basis.

14. Fees. Fees assessed, imposed and/or collected by City concerning the development of the Property are set forth in City’s Consolidated Fee Schedule and shall be fixed as of the Effective Date, including without limitation, fees for taps and permits, impact fees, and other development fees. Notwithstanding anything contained in this MOU to the contrary, with respect to the Property, Developer shall not be obligated for any fees other than as set forth in the City’s Consolidated Fee Schedule and/or any increases in any such fees beyond those enumerated on the City’s Consolidated Fee Schedule.

15. Developer’s Obligations.

a. *Cash Performance Bond.* Within 10 days after the Effective Date, Developer shall deposit with City \$100,000 cash. If Developer does not close on the Property, City shall promptly return the \$100,000 to Developer. If Developer closes timely on the Property and commences significant construction of the Development on or before April 15, 2028, City shall promptly return the \$100,000 to Developer. If Developer closes on the Property but has not commenced significant construction of the Development on or before April 15, 2028, City may forfeit and retain the \$100,000 pursuant to Section 19.c.ii.

b. *Construction.* Subject to Force Majeure (as defined below), Developer shall commence, diligently pursue and complete the construction of the Development no later than August 15, 2029. Notwithstanding any of the provisions of this MOU, prior to completion of construction, the holder of any mortgage of Developer shall not be obligated to construct or complete the improvements (or any part thereof) or to guarantee such construction or completion.

- c. *Entitlements.* Developer shall, at its sole cost and expense, obtain all necessary entitlements and approvals, including without limitation zoning, subdivision, site plan, and permits, to construct and complete the Development.
- d. *Progress Reports.* Until the last certificate of occupancy is issued for the Development, Developer shall, at the request of City and subject to GRAMA, make quarterly reports in such commercially reasonable detail as may reasonably be requested by City.
- e. *Applicable Laws.* Developer shall at all times comply with all applicable laws, including all federal, state and local statutes, regulations, ordinances, decrees and rules relating to the emission, discharge, release or threatened release of a hazardous material into the air, surface water, groundwater or land, the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a hazardous material, and the protection of human health and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

16. Representations and Warranties.

- a. Developer represents and warrants to City that all of the following are true and correct in all material respects as of the Effective Date: this MOU has been duly authorized and executed by Developer as the legal, valid and binding obligation of Developer, and is enforceable as to Developer in accordance with its terms; the person executing this MOU on behalf of Developer is duly authorized and empowered to execute and deliver this MOU on behalf of Developer; to the actual knowledge of Developer, there is no pending or threatened litigation, administrative proceeding or other proceeding pending or threatened against Developer which, if decided or determined adversely, would have a material adverse effect on the ability of Developer to undertake its obligations under this MOU; to the actual knowledge of Developer, there is no fact or condition of the Property known to Developer that may have a material adverse effect on Developer's ability to develop the Property as contemplated; and neither the execution of this MOU nor the consummation of the transaction contemplated by this MOU will constitute a breach under any contract, agreement or obligation to which Developer is a party or by which Developer is bound or affected.
- b. City represents and warrants to Developer that all of the following are true and correct in all material respects as of the Effective Date: City is duly organized and existing under applicable law and has the right, power, legal capacity and the authority to enter into this MOU and has authorized the execution, delivery and performance of this MOU; City knows of no litigation or threatened litigation, proceeding or investigation contesting the powers of City or

its officials with respect to the Property, this MOU or the improvements that has not been disclosed to Developer; the filing or service of any such suit affecting the Property prior to the delivery of a certificate of occupancy shall be disclosed immediately by City to Developer; to City's actual knowledge, City knows of no leases, options, rights of first refusal or other encumbrances affecting title to or use of the Property except as set forth in the Commitment; to City's actual knowledge, City knows of no hazardous substances, including underground storage tanks, which have been released or discharged on the Property or adjacent property that caused contamination of the soil and/or ground water on or under the Property that has not been disclosed to Developer.

17. Indemnification. Except for pre-existing conditions and/or the mere discovery of existing conditions, Developer shall defend, indemnify, and hold City, its officers and employees, harmless from, all claims or suits for, and damages to, property and injuries to persons, including accidental death (including attorneys' fees and costs), to the extent caused by any of Developer's design, inspection and construction activities under this MOU, whether such activities or performance thereof be by Developer or anyone directly or indirectly employed or contracted with by Developer and whether such damage shall accrue or be discovered before or after termination of this MOU, except for damage or loss attributable to acts or omissions of City or its contractors or subcontractors or anyone directly or indirectly employed by City or its contractors or subcontractors.

18. Assignment.

a. Developer shall not make, create, or suffer to be made or created, any total or partial sale or transfer in any form of this MOU or any part thereof or any interest therein, or any agreement to do the same, without the prior written approval of City.

b. Notwithstanding the foregoing, the following do not require City's consent, provided they comply with this MOU and applicable law:

i. The mortgage, collateral assignment or other encumbrance of Developer's rights under this MOU;

ii. The leasing or sale of portions of the Property to retail users or the Required Users;

iii. The establishment of easements to effectuate the Approvals;

iv. The creation of an association and/or other covenants, conditions and restrictions and recordation of documents in furtherance thereof; or

v. The assignment of Developer's rights to an Affiliate, the District or an entity established by Developer for the closing, construction or financing of the improvements, including, for avoidance of doubt, any entity Developer controls.

19. Developer Default and Remedies.

a. *Default.* Each of the following is a Developer default of this MOU:

i. If Developer fails to perform any of its obligations under this MOU and fails to remedy the same within 30 days after Developer is given a written notice specifying the same; provided that, if the nature of the violation is such that it cannot reasonably be remedied within 30 days, and Developer provides evidence to the City that the violation cannot reasonably be remedied within 30 days, then the violation shall be remedied as soon as reasonably practicable, but in any case, within 90 days of the original notice of violation.

ii. If an involuntary petition is filed against Developer under a bankruptcy or insolvency law or under the reorganization provisions of any law, or when a receiver of Developer, or of all or substantially all of the property of Developer, is appointed without acquiescence, and such petition or appointment is not discharged or stayed within 90 days after the happening of such event.

iii. If Developer makes an assignment of its property for the benefit of creditors or files a voluntary petition under a bankruptcy or insolvency law or seeks relief under any other law for the benefit of debtors.

b. *Notice.* Unless necessary to protect the immediate health, safety and welfare of the City, subject to any additional notice and cure as provided in the subsections above, City shall provide Developer at least 30 days' prior written notice of its intent to take any action under this Section, during which Developer may cure the default.

c. *Remedies.* If a Developer default remains beyond applicable notice and cure, City may take such action as permitted or authorized by law, this MOU or the ordinances of the City, as City deems necessary to protect the public health, safety and welfare. City's remedies include without limitation:

i. If Closing has not occurred, termination and/or rescission of this MOU, accompanied by return of the \$100,000 cash deposit to Developer;

ii. If Closing has occurred but Developer has not commenced significant construction by April 15, 2028, forfeiture of the \$100,000 cash deposit;

iii. The refusal to issue any building permit;

iv. The revocation of any building permit previously issued under which construction related to such building permit has not commenced, except a building

permit previously issued to a party unrelated to Developer (including any user of the Development);

v. Any other remedies available at law or equity, and the exercise of one remedy shall not preclude the exercise of any other remedy, and further provided that the expiration of this MOU shall in no way limit City's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed. In no event shall Developer be liable to City or any other party for any indirect, actual, special, consequential or punitive damages of any kind, whether in contract, tort or otherwise, and whether or not such party had been advised of the possibility of such damages.

20. City Default and Remedies.

a. *Default.* The following is a City default of this MOU: If City fails to observe or perform any covenant or obligation required of it under this MOU, or if any representation or warranty made by City under this MOU is materially false when made, and City fails to remedy the same within 30 days after City is given a written notice specifying the same; provided that, if the nature of the violation is such that it cannot reasonably be remedied within 30 days, and City provides evidence to Developer that the violation cannot reasonably be remedied within 30 days, then the violation shall be remedied as soon as reasonably practicable, but in any case, within 90 days of the original notice of violation.

b. *Remedies.* If a City default occurs, Developer shall have all remedies available at law or equity, including, without limitation, specific performance, and the exercise of one remedy shall not preclude the exercise of any other remedy. Without limiting the generality of the foregoing, in the event a City default occurs, Developer may terminate this MOU upon notice given to City, without waiving any of its rights or remedies hereunder.

21. Miscellaneous.

a. *Governing Law and Venue.* The laws of the State of Utah shall govern this MOU, and the exclusive venue for any legal proceeding arising out of this MOU shall be in Davis County, Utah.

b. *No Third-Party Beneficiaries.* There are no intended third-party beneficiaries to this MOU.

c. *Severability.* If any provision of this MOU is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

d. *Governmental Immunity.* Nothing herein shall be construed as a waiver of any protections or immunities that City or its agents or employees may have under Utah law.



e. *No Joint Venture.* Notwithstanding any provision hereof, City shall never be a joint venture in any private entity or activity which participates in this MOU, and City shall never be liable or responsible for any debt or obligation of any participant in this MOU.

f. *Notice.* Notices under this MOU shall be sufficiently given if sent by regular U.S. mail, postage prepaid, addressed to the following:

Syracuse City Corporation  
1979 West 1900 South  
Syracuse, UT 84075

Hawkins Development, LLC  
7076 S. Alton Way, Suite H100  
Centennial, CO 80112

g. *Integration.* This MOU, together with all exhibits attached hereto, constitutes the entire understanding and agreement of the parties, integrates all the terms and conditions mentioned herein, and supersedes all negotiations or previous arrangements between the parties with respect to the subject matter hereof.

h. *Modification.* The MOU may only be amended or modified by mutual written consent of the parties.

i. *Recordation.* Within 30 days after the Effective Date, City will record with the Davis County Recorder a Notice of Memorandum of Understanding.

j. *Force Majeure.* No party or person shall be in breach of this MOU if such party's or person's failure to perform any of the duties under this MOU is due to Force Majeure, which means delays resulting from causes beyond the reasonable control of a that party or person, including, but not limited to, government mandated closures, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, acts of God, any delay caused by any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any private party or governmental or quasi-governmental agency or entity having jurisdiction over any portion of the Property or over any construction of improvements thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental or quasi-governmental agencies, or by fire, casualty, flood, adverse weather conditions such as, by way of illustration and not limitation, wind, snow storms which prevent outdoor work from being accomplished, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes, earthquakes, floods, strikes, lockouts or other labor or industrial disturbance, civil disturbance, order of any government, court or regulatory body claiming jurisdiction or otherwise, act of public enemy, war, riot, sabotage, blockage, embargo, failure or inability to secure materials or labor (including labor and materials shortages caused by national weather or other national events), or other natural or civil disaster, delays caused by any dispute resolution process, any

delays by injunctions or lawsuits concerning the overall project, or any cause whatsoever beyond the reasonable control of the party or person claiming Force Majeure, or any of such party's or person's contractors or other representatives, whether or not similar to any of the causes hereinabove stated.

k. *Days.* If the day for any performance or event provided for herein is a Saturday, Sunday or other day on which either national banks or the office of the Davis County Recorder is not open for the regular transaction of business, such day therefor shall be extended until the next day on which said banks or said office are open for the transaction of business.

In Witness whereof, the parties have executed this Memorandum of Understanding as of the Effective Date.

[Remainder of Page Left Intentionally Blank]

**Syracuse City Corporation:**

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Dave Maughan, Mayor

ATTEST:

---

Cassie Z. Brown, City Recorder

APPROVED AS TO FORM:

---

Colin Winchester, City Attorney

STATE OF UTAH       )  
                                  ): ss  
COUNTY OF DAVIS    )

On October 15, 2025, personally appeared before me Dave Maughan, the Mayor of Syracuse City, whose identity is personally known to me, and who duly acknowledged to me that he executed the foregoing Memorandum of Understanding for the purposes therein stated.

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Notary Public

**Hawkins Development, LLC:**

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Kevin Hawkins, Manager

STATE OF \_\_\_\_\_ )  
 ) : ss  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2025, personally appeared before me Kevin Hawkins, the Manager of Hawkins Development, LLC, whose identity is personally known to me, and who duly acknowledged to me that he executed the foregoing Memorandum of Understanding for the purposes therein stated.

---

Notary Public

**Exhibit A-1**

**Property Map**



City Property

Bureau of Reclamation ("BOR") Property

**Exhibit A-2**  
**Legal Descriptions**

**PARCEL 120490179**

A TRACT OF LAND SIT IN THE SW 1/4 SW 1/4 OF SEC 9-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG IN THE E'LY R/W LINE OF 3000 WEST STR AS ESTABLISHED BY PROJECT NO. S-R199(229) WH PT IS 33.00 FT N 00°14'37" E ALG THE SEC LINE & 33.00 FT S 89°49'43" E & 67.02 FT N 00°14'37" E FR SW COR OF SEC 9; & RUN TH N 00°14'37" E 281.30 FT ALG SD E'LY R/W LINE; TH S 89°49'43" E 293.70 FT ALG N'LY BNDRY LINE OF SD ENTIRE TRACT; TH S 00°14'37" W 297.27 FT ALG THE E'LY BNDRY LINE OF SD ENTIRE TRACT TO THE N'LY R/W LINE OF ANTELOPE DRIVE (1700 SOUTH) AS ESTABLISHED BY PROJECT NO. S-R199(229); TH ALG SD N'LY R/W LINE THE FOLLOWING THREE (3) COURSES & DISTANCES: (1) S 89°01'32" W 152.74 FT; (2) TH N 89°49'43" W 121.97 FT; (3) TH N 44°48'19" W 26.88 FT TO THE POB. (NOTE: ROTATE ABOVE BEARINGS 00°20'25" CLOCKWISE TO EQUAL HWY BEARINGS.) CONT. 2.015 ACRES.

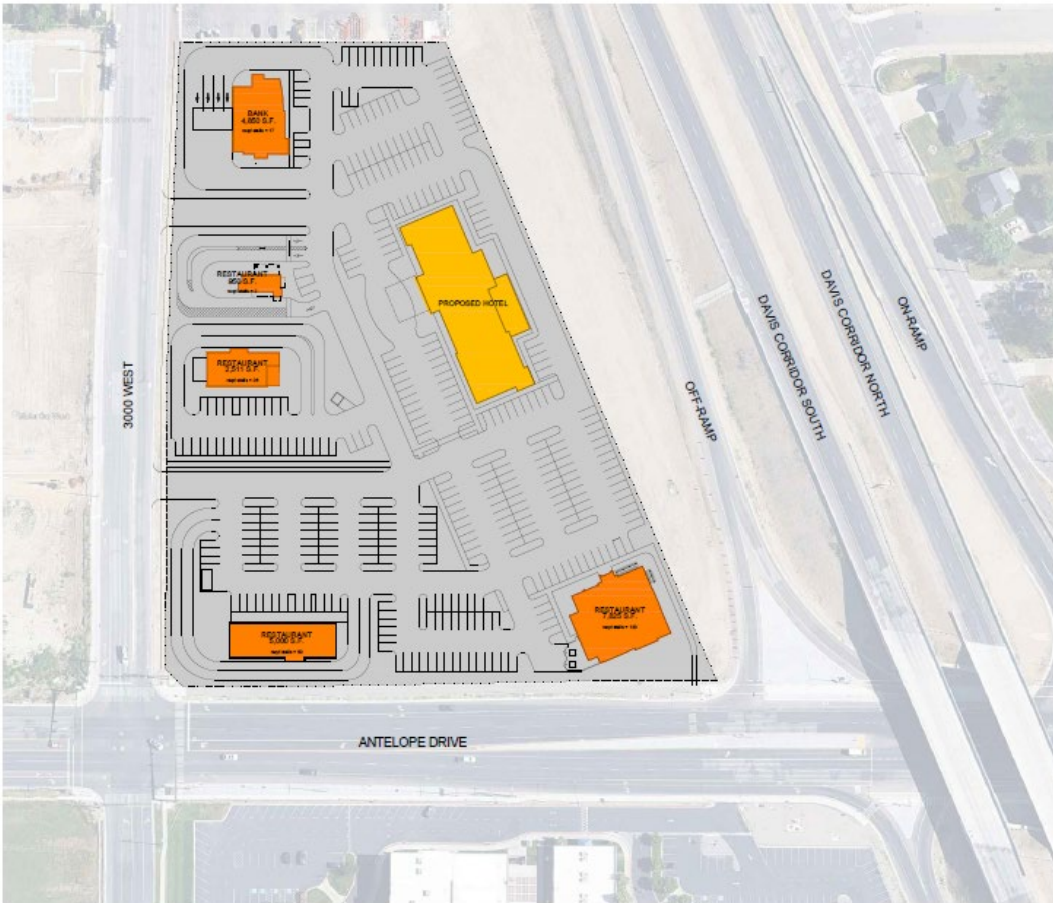
**PARCEL 120490181**

A TRACT OF LAND SIT IN THE SW 1/4 SW 1/4 OF SEC 9-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG IN THE N'LY R/W & NO-ACCESS LINE OF ANTELOPE DR (1700 SOUTH) WH PT IS 326.80 FT (RECORD 4.95 CHAINS) E ALG TH SEC LINE & 84.08 FT N FR THE SW COR OF SEC 9; & RUN TH N 0°04'02" E 716.64 FT; TH S 89°55'58" E 17.46 FT; TH S 23°00'03" E 774.70 FT TO SD N'LY R/W & NO-ACCESS LINE; TH ALG SD N'LY R/W & NO-ACCESS LINE THE FOLLOWING TWO (2) COURSES & DISTANCES: (1) S 89°59'42" W 147.00 FT; (2) TH S 88°50'57" W 174.04 FT TO THE POB. (NOTE: ROTATE ABOVE BEARINGS 00°31'00" CLOCKWISE TO EQUAL HWY BEARINGS) CONT. 2.778 ACRES.

**PARCEL 120490183**

A TRACT OF LAND SIT IN THE SW 1/4 SW 1/4 SEC 9-T4N-R2W, SLB&M. THE BNDRY OF SD TRACTS OF LAND ARE DESC AS FOLLOWS: BEG IN THE E'LY RIGHT OF LINE OF 3000 WEST STR AS ESTABLISHED BY PROJECT NO. S-R199(229) PIN 11268 WH PT IS 381.32 FT N 00°14'37" E ALG THE SEC LINE & 33.00 FT S 89°45'23" E FR SW COR OF SEC 9; & RUN TH ALG SD E'LY R/W LINE THE FOLLOWING TWO (2) COURSES & DISTANCES: (1) N 00°14'37" E 56.00 FT; (2) TH N 02°14'37" E 364.01 FT; TH S 89°45'23" E 280.99 FT TO THE E'LY BNDRY LINE OF SD ENTIRE TRACT; TH S 00°14'37" W 419.79 FT ALG SD E'LY BNDRY LINE; TH N 89°45'23" W 293.70 FT ALG THE S'LY BNDRY LINE OF SD ENTIRE TRACT TO THE POB. (NOTE: ROTATE ABOVE BEARINGS 00°20'25" CLOCKWISE TO EQUAL HWY BEARINGS) CONT 2.777 ACRES.

**Exhibit B**  
**Site Plan**



SYRACUSE RETAIL CENTER  
Syracuse, Utah



## **Exhibit C**

### **Approved Chick-Fil-A Substitutes**

Red Robin

Longhorn Steakhouse

Outback Steakhouse

Texas Roadhouse

Cheesecake Factory

PF Changs

Market Street Grill

Goodwood Barbeque Company