



SYRACUSE CITY

Syracuse City Council Work Session Agenda

July 28, 2026 – 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: 819 6555 5984

Streamed on Syracuse City [YouTube Channel](#)

- a. Meeting called to order.
- b. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. *(Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.gov, by 4:00 p.m. on July 28, 2026. Comments submitted by the deadline will be read for the record of the meeting.)*
- c. Request to be on the agenda: Syracuse High School representatives regarding street painting/street banners during homecoming week. (10 min.)
- d. Planning items:
 1. Application for pre-application consultation with the City Council, Brandon Wood of The Northwood Group regarding property located at approximately 3000 S. 2800 W. (15 min.)
 2. Recommendation from the Planning Commission to amend Syracuse Municipal Code (SMC) Section 8.30 and 10.20.140 pertaining to final plat approval. (10 min.)
 3. Recommendation from the Planning Commission to amend Syracuse Municipal Code (SMC) Section 10.20.070 pertaining to zoning reversion. (10 min.)
 4. Review and discussion of the priorities for the State Road (SR) 193 Economic Development Area (EDA) Three-Year Plan. (15 min.)
 5. Discussion regarding possible amendments to Syracuse Municipal Code (SMC) 10.10.140 and 10.90 pertaining to drone operation within City limits. (10 min.)
- e. Request from Syracuse City Fire Chief to authorize the order of a new Ambulance to be delivered during Fiscal Year (FY) 2028. (5 min.)
- f. Discussion/review of proposed ordinance requiring protective headgear when operating e-bikes and e-scooters on public property. (10 min.)
- g. Review/discussion of Real Estate Purchase Contract (REPC) for City-owned property located at 508 W. 2700 S. (10 min.)
- h. Adjourn.

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

#### CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 23<sup>rd</sup> day of July, 2026 Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.gov/>. A copy was also provided to the Standard-Examiner on July 23, 2026.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

July 28, 2026

## Agenda Item “c”

### Discussion on Proposed Road Painting and Banners on City Streets for Syracuse High School

#### Background

Syracuse High School faculty, administrators, and class officers have contacted Council Member Brett Cragun regarding a Homecoming-season display. The request, as presently described, is to paint a street and/or place banners near the school. School representatives may attend the Council meeting to discuss the proposal.

A similar street-painting request was declined in the past. The Mayor has asked that the matter be discussed publicly so the Council can consider both the school’s goal of strengthening pride and culture and the City’s responsibility to manage the public right-of-way safely, consistently, and fairly.

Note: The location, design, dimensions, materials, installation method, duration, traffic-control plan, and removal plan have not yet been provided. Council direction at this stage would therefore establish a policy path, not approve a final installation.

#### Policy Considerations

1. **Traffic safety and regulatory compliance.** FHWA treats decorative pavement art as an aesthetic surface treatment rather than an official traffic-control device. It is not categorically prohibited, but it may not interfere with, detract from, obscure, or be confused with official markings. Location, color, contrast, visibility, driver behavior, pedestrian movement, and accessible navigation require engineering judgment. Staff has expressed safety concerns and Utah law also prohibits unauthorized markings that resemble or interfere with traffic-control devices.
2. **Road ownership and jurisdiction.** The City may act only on streets under its control. A state route would require UDOT involvement, and a display on school property would require Davis School District approval. Any proposal should first identify the exact limits and ownership of the site. The City cannot consider alterations to 2000 W or the

intersection with 700 S, except for street lights or other items under the City's jurisdiction.

3. **Design and placement.** A mascot, wordmark, or large color field can affect how drivers perceive lanes, stop lines, crosswalks, and intersections. The design should avoid official traffic-control colors and symbols and should be evaluated in relation to nearby crosswalks, school-zone devices, intersections, bicycle facilities, curb ramps, and sight-distance needs.
4. **Materials, durability, and pavement condition.** Any product should be reviewed for wet-weather skid resistance, reflectivity or glare, compatibility with asphalt and existing striping, environmental effects, winter maintenance, and the possibility of leaving a visible "ghost" after removal. A temporary or washable product reduces permanence but does not eliminate safety, cleanup, runoff, or maintenance concerns.
5. **Installation and traffic control.** Work in the roadway could require a temporary traffic-control plan, lane or road closure, qualified supervision, notice to affected residents, coordination with Police and Fire, protection of pedestrians, and compliance with work-zone requirements. Homecoming timing may also affect traffic near the school.
6. **Cost and continuing maintenance.** The Council should decide who pays for design review, materials, installation, traffic control, inspection, repair, removal, restriping, pavement restoration, and staff time. If allowed, the agreement could require the applicant to bear all direct costs and provide a restoration deposit or other financial assurance.
7. **Risk allocation.** The City should obtain legal and risk-management review of insurance, indemnification, supervision, and restoration terms. Those provisions can allocate responsibilities, but they do not replace the City's obligation to exercise reasonable care over its streets.
8. **Fairness, expression, and precedent.** An ad hoc approval may create expectations from other schools, civic groups, nonprofits, businesses, or advocacy organizations. The legal analysis may differ depending on whether the City selects and controls a limited civic display or creates a permit process open to private speakers. If any program is opened to outside applicants, eligibility, locations, content limits, duration, frequency, costs, and approval criteria should be adopted in advance and applied consistently, with City Attorney review.
9. **Neighborhood and community impacts.** The Council may weigh the community value of supporting school pride against possible traffic disruption, visual clutter, resident concerns, and demands on staff. Seasonality, scale, frequency, and the number of eligible locations are policy choices.

## Options for Council Direction

1. **Retain the prior approach—no decorative painting on public streets.** The Council could confirm that non-traffic pavement graphics will not be allowed and direct staff to work with the school on alternatives.
2. **Request a complete proposal and return for site-specific review.** The Council could express willingness to consider the concept without approving it now. The school would submit the exact site, design, dimensions, materials, schedule, installation and removal plans, responsible parties, and proposed funding. Public Works, Police, Fire, Legal, Risk Management, and the School District would review the proposal before it returns to the Council.
3. **Consider a one-time pilot.** After the reviews described above, the Council could authorize a narrowly defined temporary pilot on a low-speed City street, subject to written conditions, monitoring, applicant-funded installation and restoration, and an express sunset date. A pilot should include objective success and removal criteria and should not proceed until the City confirms compliance and acceptable risk.
4. **Develop a citywide decorative-display policy before approving any request.** The Council could direct staff to prepare standards for pavement art, banners, utility-box wraps, or similar displays. This approach would provide consistent criteria but may not be completed in time for the upcoming Homecoming season.

## Alternatives that May Present Fewer Roadway Concerns

- **Banners on approved poles or structures:** subject to pole ownership, structural and wind-load limits, attachment hardware, clearances, installation/removal dates, and a consistent banner policy.
- **Utility-cabinet wraps:** with written approval from the cabinet owner and standards preserving access, ventilation, labels, visibility, and maintenance.
- **Displays on school property:** including designated parking areas, campus walkways, courtyards, fences, or buildings, subject to School District approval.
- **Temporary signs, flags, or washable sidewalk displays:** at approved locations and subject to applicable sign, right-of-way, accessibility, cleanup, and safety requirements.

## Discussion Item

Administration is seeking direction on whether the Council prefers to: (1) maintain the prior restriction on street painting; (2) invite a detailed proposal for review, with or without roadway painting; (3) explore a limited pilot; or (4) develop a broader policy before considering individual requests. If the Council wishes to pursue any City-controlled display, staff can

coordinate with Syracuse High School and Davis School District and return with the necessary engineering, legal, risk, cost, and implementation details. No direct application fee or significant direct costs have been identified. This would be an effort in cooperation with the school district.



# COUNCIL AGENDA

July 28, 2026

## Agenda item "d.1"

## Pre-Application Consultation

### **Summary**

The city has received a request for a 'Pre-Application Consultation' from Brandon Wood of the Northwood Group. The property in question is parcel 15-102-0424 owned by Davis School District. Property is located approximately 3000 S 2800 W.

### **10.20.065 Pre-application City Council consultation.**

*Any landowner or designee may apply for and receive a pre-application consultation with the City Council about a development opportunity that would require a zone change. The consultation is voluntary, informal and nonvesting. The pre-application consultation will occur during a public, nonvoting meeting and individual Council Members will provide their input to the applicant. [Ord. 22-13 § 1 (Exh. A).]*

### **Goals of Discussion**

Provide informal input to the applicant about their proposal.

### **Attachments**

Powerpoint presentation provided by applicant

PRE-APPLICATION COUNCIL CONSULTATION

# Shoreline Subdivision

Davis School District Property

2975 South 3000 West • Syracuse, Utah

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June 2026



## About This Project

- Davis School District owns a vacant ~11.1-acre parcel at 2975 South 3000 West in Syracuse.
- The District has determined a school is not needed at this location and is open to selling the property when the price is favorable. The District has been working with city staff to develop a concept plan that the city can support.
- The current development agreement allows only 16 lots in the subdivision, but that plan results in long, oddly-shaped lots with no open space.
- The proposed Shoreline Subdivision is a 39-lot single-family residential development designed to be compatible with the surrounding Shoreline community. It provides high-quality open space, trails, and greater separation between lots and neighboring properties.
- Our intent is to finalize a concept plan that the city will support before moving forward with a formal application.



**11.1 Acres**

Total Area



**39 Lots**

Proposed Homes



**2.89 Acres**

Open Space (26%)



811

Know what's below.  
Call before you dig.

CALL BLUESTAKES  
@ 811 AT LEAST 48 HOURS  
PRIOR TO THE  
COMMENCEMENT OF ANY  
CONSTRUCTION.



| LAND USE TABLE            |                 |       |
|---------------------------|-----------------|-------|
| DESCRIPTION               | QUANTITY        | %     |
| 5,600 - 6,999 SQ.FT. LOT  | 23              | 59.0% |
| 7,000 - 11,999 SQ.FT. LOT | 16              | 41.0% |
| TOTAL LOTS                | 39              | 100%  |
| TOTAL LOT AREA            | 277,000 sq.ft.  | 57.0% |
| OPEN SPACE AREA           | 126,045 sq.ft.  | 26.0% |
| PUBLIC ROADWAY AREA       | 82,199 sq.ft.   | 17.0% |
| TOTAL PROJECT AREA        | 485,244 sq.ft.  | 100%  |
| TOTAL PROJECT ACREAGE     | 11.140 acres    |       |
| RPC MAXIMUM DENSITY       | 5.00 UNITS/ACRE |       |
| DENSITY                   | 3.50 UNITS/ACRE |       |

ENSIGN

THE STANDARD IN ENGINEERING

LAYTON

919 North 400 West  
Layton, UT 84041  
Phone: 801.547.1100

SANDY

Phone: 801.255.0529

TOOELE

Phone: 435.843.3590

CEDAR CITY

Phone: 435.865.1453

RICHFIELD

Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:  
DAVIS SCHOOL DISTRICT  
CLIENT'S ADDRESS  
CLIENT CITY STATE ZIP

CONTACT:  
CLIENT CONTACT  
PHONE: 801.000.0000

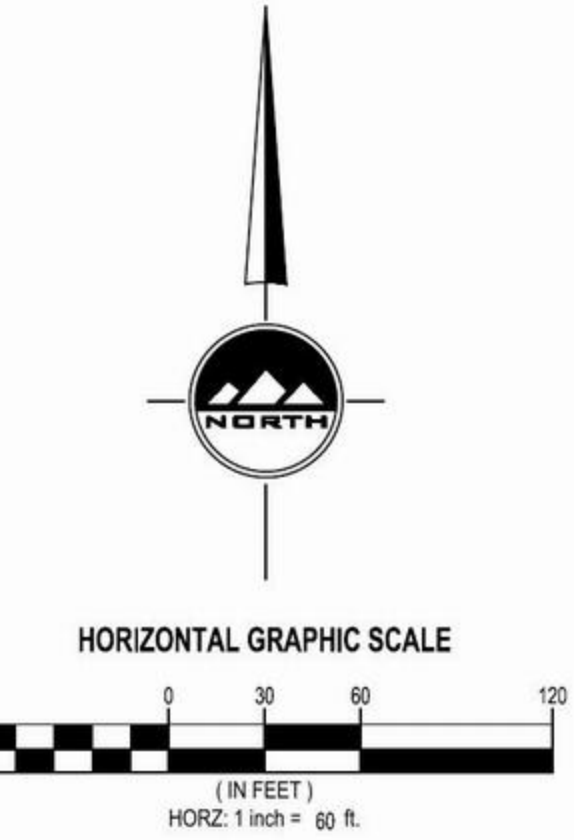
SHORELINE SUBDIVISION

DAVIS SCHOOL DISTRICT PROPERTY

2975 SOUTH 3000 WEST

SYRACUSE, UTAH

| LEGEND |                              |
|--------|------------------------------|
|        | EXISTING WETLAND DELINEATION |
|        | OPEN SPACE AREA              |
|        | GRASS AREA                   |



## Designed with the Community in Mind



### Paved Trails

8-foot asphalt trails throughout open space — wide enough for side-by-side strollers. Trail connection added between Lots 428 & 429.



### Tot Lot & Play Field

Playground and open play field for families. Tot lot positioned to minimize impact on adjacent lots, with shade trees throughout.



### Native & Wetland Areas

Established native plant communities preserved with construction fencing protection and long-term invasive weed management.



### Landscaped Borders

Grass buffers along street frontages of open space areas for a tidy, maintained appearance at public-facing edges.



### Open Space Fencing

4' semi-transparent rail fence along all shared lot lines — prevents closed-off feel and reduces safety and graffiti concerns.



### Community Connectivity

Open space corridors connect through the development, with benches placed along trail segments.

# By the Numbers

39

Total Lots

11.1

Total Acres

## Project Area Breakdown

| Category           | Sq. Ft.        | % of Total |
|--------------------|----------------|------------|
| Lot Area (39 lots) | 277,000 sq.ft. | 57%        |
| Open Space         | 126,045 sq.ft. | 26%        |
| Public Roadway     | 82,199 sq.ft.  | 17%        |
| Total Project      | 485,244 sq.ft. | 100%       |

## Lot Size Mix

|                                |     |
|--------------------------------|-----|
| 5,600–6,999 sq.ft.<br>23 lots  | 59% |
| 7,000–11,999 sq.ft.<br>16 lots | 41% |



# COUNCIL AGENDA

July 28, 2026

## Agenda item "d.2"

## Proposed Amendment to Chapter 8.30 and 10.20.140

### **Summary**

A developer recently brought it to the city's attention that our subdivision process does not comply with a recent amendment of state code 10-20-805 (9)(b) that went into effect 11/6/2025. The provision of the state code says:

*(9) A municipality shall review and approve or deny a final subdivision plat application in accordance with the provisions of this section and municipal ordinances, which:*

- (a) may permit concurrent processing of the final subdivision plat application with the preliminary subdivision plat application; and*
- (b) may not require planning commission or city council approval.*

The proposed amendment will remove the responsibilities of approving a final plat from Planning Commission and place them with the Development Review Committee (DRC). The DRC consists of the City Engineer, City Fire Marshal, and City Planner.

### **Goals of Discussion**

The Planning Commission discussed the item and held a public hearing on 7/21/26. They are forwarding a recommendation for approval. The goal of this discussion is to review their recommendation and decide if this item should be: placed on the next business meeting for approval, placed on next meeting for approval with modifications, tabled for more discussion on the next work meeting, or discontinue discussion on the item.

### **Attachments**

Proposed ordinance amendment that is believed to resolve deficiencies in Syracuse City Ordinance in relation to State Code mentioned above. Red text is proposed new text and black text is existing language.

## Chapter 8.30

# FINAL SUBDIVISION REVIEW

Sections:

[8.30.010 Final plat.](#)

[8.30.020 Final plan and profile.](#)

[8.30.030 Final approval.](#)

[8.30.035 Minor residential subdivisions.](#)

[8.30.040 Severability.](#)

### 8.30.010 Final plat.

The final plat must be prepared by a licensed land surveyor on a sheet of approved tracing paper with permanent black ink and shall be prepared in accordance with the requirements of this title. The plat shall be 19 inches by 30 inches and shall have a one-and-one-half-inch border on the left and a one-half-inch border on the three remaining sides. The top of the plat shall be either north or east, whichever accommodates the drawing best.

The plat shall show:

(A) The name of the subdivision, which name must be approved by the ~~Planning Commission~~ **Development Review Committee DRC** and county recorder.

(B) Accurate angular and linear dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, easements, areas to be reserved for public use and other important features.

(C) An identification system for all lots, blocks and names of streets. Lot lines shall show dimensions in feet and hundredths.

(D) The street address for each lot. Each street address shall be assigned by the City to be consistent with the current numbering scheme.

(E) True angles and distances to the nearest established street lines or official monuments which shall be accurately described in the plat and shown by appropriate symbol.

(F) Radii, internal angles, points and curvatures, tangent bearings and the length of all arcs.

(G) The accurate location of all monuments to be installed shown by the appropriate symbol. All United States, state, county or other official bench marks, monuments or triangulation stations in or adjacent to the property shall be preserved in precise position.

(H) The dedication to the City of all streets, highways and other public uses and easements included in the proposed subdivision.

(I) Street monuments shall be shown on the final plat as are approved by the City Engineer. Standard precast monuments will be furnished by the developer and placed as approved.

(J) Pipes or other such iron markers shall be shown on the plat.

(K) Accurate outlines and dimensions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common use of all property owners.

(L) All boundary, lot and other geometrics (bearings, distances, curve data, etc.) on final plat shall pose to an accuracy of not less than one part in 5,000.

(M) Location, function, ownership and manner of maintenance of common open space not otherwise reserved or dedicated for public use.

(N) Boundary descriptions of the subdivision.

(O) Current inset City map showing location of subdivision.

(P) Standard forms for the following:

(1) A registered land surveyor's certificate of survey as applicable under state law.

(2) Owner's dedication which shall "warrant and defend and save the City harmless against any easements or other encumbrances on the dedicated streets which will interfere with the City's use, maintenance and operation of the streets."

(3) A notary public's acknowledgment.

(4) The City Land Use Authority (either the Planning Commission or City Council, as designated by the City Municipal Code) certificate of approval.

(5) The City Engineer's certificate of approval.

(6) The county recorder's certificate of attest.

(7) The City Attorney's certificate of approval.

(8) Public Utilities approval and acceptance of public utility easements.

(9) A three-inch by three-inch space in the lower right-hand corner of the drawing for recording information. [Ord. 14-23 § 1 (Exh. A); Ord. 13-02 § 1 (Exhibit); Code 1971 § 8-6-1.]

### **8.30.020 Final plan and profile.**

Plan and profile must be prepared by a licensed engineer in accordance with the requirements of this title. Standard 22-inch by 34-inch and reduced to 11-inch by 17-inch (one-half scale) of the plan and profile will be required for review by the City. General information required:

(A) Plan for Culinary Water Improvements. Show proposed water main sizes, valves, fire hydrants, and service connections to all lots within the proposed subdivision and connections to existing water mains.

(B) Plan for Secondary Water Improvements. Show proposed secondary water main sizes, valves, and service connections to all lots within the proposed subdivision and connections to existing secondary water lines.

(C) Plan for Sanitary Sewer. Show proposed sewer mains and manholes, together with proposed slopes and depths within the proposed subdivision. Also show location of service laterals to each lot within the subdivision.

(D) Land Drain. Show method of dealing with land drains and subsurface water drains within the proposed development. If applicable, indicate location of any service connections and service manholes within the subdivision.

(E) Storm Water. Show location and size of storm water drains, together with any manholes or drop boxes within the subdivision. Show slope and grade of all storm drain lines. Storm water calculations need to accompany drawings for engineer review.

(F) Streets. Typical cross section of road improvements, together with flow line of proposed curb and gutter improvements as compared with existing ground slopes and center line offsets of all proposed utilities.

(G) Stationing. Stationing callouts should conform with acceptable engineering practices.

(H) Agreements. When necessary, copies of any agreements with adjacent property owners relevant to the proposed subdivision shall be presented to the ~~Planning Commission~~.

**Development Review Committee (DRC)** [Ord. 14-23 § 1 (Exh. A); Ord. 13-02 § 1 (Exhibit); amended 1997; Code 1971 § 8-6-2.]

### **8.30.030 Final approval.**

(A) Submittal. Submit four standard 22-inch by 34-inch copies of plat and plan and profile sheets, one copy of each reduced to 11-inch by 17-inch (one-half scale), plus one PDF copy to the City, together with a cost estimate of off-site improvements and storm drain calculations.

(B) Engineer Review. City Engineer will review submitted documents and transmit his conclusions and recommendations to the ~~Planning Commission~~ **the Developer and Development Review Committee (DRC)**, including cost estimate for off-site improvements required by City ordinance.

(C) Approval. Upon receipt of the approved plans from the City Engineer the ~~Planning Commission~~ **Development Review Committee (DRC)** shall either approve or reject the final plat or shall take action for the next regular meeting or until the specified deficiency has been corrected.

If the ~~Planning Commission~~ **Development Review Committee (DRC)** does not approve the final plat, disapproval shall be indicated by written notice stating the reasons for disapproval, in which case the decision can be appealed to the City Council, whose decision will be final.

Approval of final plats by the ~~Planning Commission~~ **Development Review Committee (DRC)** will extend for a period of 12 months. If work or subsequent action by the subdivider to proceed with off-site construction does not occur within the 12-month period following initial approval, the plat and construction drawings must be resubmitted and become subject to reapproval under the latest City ordinances and specifications.

(D) Construction of Off-Site Improvements. No construction of off-site improvements shall commence until the subdivider has completed a preconstruction meeting with the City Planning, Engineering, and Public Works Departments, at which time a review of construction project and expectations of the City will be discussed. Such conference shall be scheduled with the City and all affected utility companies will be invited to attend.

(E) Approval to Record Subdivision. Before any subdivision plat may be recorded, the subdivider shall furnish a corporate surety bond, cash escrow, irrevocable letters of credit from a credible lending institution, or a tax increment incentive as part of a signed reimbursement agreement from the Redevelopment Agency which has been approved by the City Manager or designee, in an amount as finally determined by the City Engineer to secure the performance of the public improvements in a workmanlike manner and according to specifications established by the Syracuse City subdivision standards (see SMC [8.10.020](#)). Some of the public improvements are as follows:

- (1) Paving of streets.
- (2) Curb, gutter and sidewalks.
- (3) Sewer and water lines, including irrigation lines.

(4) Storm and subsurface drainage.

(5) Street signs, monuments, lighting, fences and street trees.

(6) Removal or relocation of any easements which may affect the use of the dedicated streets by the City.

(7) Utility development connection fees.

(F) Recording. Once final plat approval has been obtained the developer shall submit a 22-inch by 34-inch Mylar of the final plat to the City Engineer. If all documents, submittals, and payment of fees are in order, the City Engineer will sign the Mylar, indicating approval of the subdivision. Complete submittal shall include the following:

(1) Development agreements.

(2) Escrow agreement.

(3) Title report.

(4) Street light agreement.

(5) Off-site improvement agreement.

(6) (a) Water share certificate showing the City as the owner of the water shares;

(b) A water right deed;

(c) Other evidence, acceptable to the City, of the right to water; or

(d) Payment of the fee in lieu for secondary water for the area located in the final plat, as provided in SMC [8.10.090](#).

(7) Storm water activity permit.

(8) Storm water maintenance agreement.

(9) Storm water quality report.

(10) Payment of all required development and inspection fees.

(11) Approved construction drawings or as-built drawings.

(12) Surety and improvement guarantee.

(13) Easements and any other documents deemed necessary by the City Engineer or conditioned for approval by the Planning Commission.

After approval and signature of the final plat, the City Engineer shall submit the plat to the Community Development Director, or designee, who shall obtain the signatures of the City Attorney, Planning Commission Chair, and Mayor. The final plat, bearing all official signatures as above required, shall be deposited in the office of the City Recorder, who shall cause the plat to be recorded in the office of the County Recorder. Final plats not recorded within 12 months of final approval shall be deemed null and void. No plat shall be recorded in the office of the County Recorder until the plat is approved and signed. Lots included in such plat shall not be sold or exchanged, and no offer shall be made to sell or exchange any such lots unless and until the plat is recorded. [Ord. 24-28 § 1; Ord. 21-03 § 1 (Exh. A); Ord. 20-07 § 1 (Exh. A); Ord. 15-19 § 1 (Exh. A); Ord. 14-23 § 1 (Exh. A); Ord. 13-15 § 1; Ord. 13-02 § 1 (Exhibit); amended 1999, 1997; Code 1971 § 8-6-3.]

### **8.30.035 Minor residential subdivisions.**

(A) Purpose. In an effort to reduce the expense and time of development, minor residential subdivisions may be considered and approved under this section.

(B) This section does not modify or reduce requirements or standards for lots, infrastructure, or subdivisions, requirements for platting, or any other requirement or standard in this code. Its sole purpose is to provide more expedient approval for minor residential subdivisions.

(C) Minor Residential Subdivision Requirements. To be considered a minor residential subdivision, the subdivision must meet all the following requirements:

- (1) The subdivision contains 10 or less lots;
- (2) The subdivision is not traversed by the mapped lines of a proposed street as shown in the City's general plan;
- (3) The subdivision is located in a zoned area; and
- (4) The subdivision is not part of an existing, previously platted subdivision. Changes to a platted subdivision are to be done by amending the previously approved plat.

(D) Minor Residential Subdivision Application Procedure. The application procedure for a minor residential subdivision is:

- (1) Pre-Application Meeting. City staff shall review whether the subdivision meets the requirements of a minor residential subdivision and notify the developer of any requirements for necessary construction drawings.

(2) Concept Plan Approval. The concept plan approval process for a minor residential subdivision shall follow that found in Chapter [8.20](#) SMC.

(3) Final Minor Residential Subdivision Plan Approval Procedure. The final plan for a minor residential subdivision shall combine all requirements for both preliminary and final plan approval found in this title into one application.

(E) The Planning Commission shall process the proposed minor residential subdivision and consider it for approval in accordance with SMC [8.30.030](#). All required signatures and conditions provided in that section apply to minor residential subdivisions. [Ord. 21-03 § 1 (Exh. A); Ord. 15-28 § 1 (Exh. A).]

### **8.30.040 Severability.**

If any provision of this chapter or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this chapter which can be given independent effect. To this end, the provisions of this chapter are severable. [Ord. 14-23 § 1 (Exh. A); Ord. 13-02 § 1 (Exhibit).]

## 10.20.140 Land use decisions and appeal process.

This chapter shall not nullify the more restrictive provisions of covenants, agreements, other [ordinances](#), or laws but shall prevail over provisions that are less restrictive. The City shall not impose, on a holder of an approved land [use](#) permit, a requirement not expressed in the applicable land [use](#) permit, documents on which the City based its approval of the land [use](#) permit, or any of the City's adopted [ordinances](#). The City is bound by the terms and standards of its [land use ordinances](#) and shall comply with mandatory provisions of same. Table 1 reflects the proper procedures governing land [use](#) decisions and appeals. Land [use](#) applicants shall have 15 days to appeal any decision to the appropriate appellate body. If the applicant desires to continue the appeal beyond the decision of the appellate body, they must file such appeal with the District Court within 30 days from the date on which the appellate body rendered its decision.

Table 1

| Decision to Be Made                                                     | Advisory Body                                                                   | <a href="#">Land Use Authority</a>                                | Appellate Body                                                                      | External Appeal                                                        |
|-------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| Adoption of or amendments to <a href="#">general plan</a> or zoning map | <a href="#">Planning Commission</a> (public hearing and notice required)        | <a href="#">City Council</a> (public hearing optional)            | District Court (appeal within 30 days of decision)                                  |                                                                        |
| Adoption of or amendments to <a href="#">land use ordinance</a>         | <a href="#">Planning Commission</a> (public hearing required)                   | <a href="#">City Council</a> (public hearing optional)            | District Court (appeal within 30 days of decision)                                  |                                                                        |
| Annexation application                                                  | <a href="#">Planning Commission</a> (with recommendation of zoning designation) | <a href="#">City Council</a> (public hearing and notice required) | (If petition or <a href="#">ordinance</a> is denied, process ends)                  | (If petition or <a href="#">ordinance</a> is denied, process ends)     |
| Appeal of administrative decisions                                      | None                                                                            | <a href="#">Land Use Administrator</a>                            | <a href="#">City Council</a> or Hearing Officer (appeal within 15 days of decision) | District Court (appeal within 30 days from decision by appellate body) |
| <a href="#">Site plan</a>                                               | Architectural Review Committee (ARC)                                            | <a href="#">Planning Commission</a> (public)                      | <a href="#">City Council</a> appeal within 30 days of decision                      | Civil or District Court appeal                                         |

Table 1

| Decision to Be Made                                                                                                         | Advisory Body                                                                                    | <a href="#">Land Use Authority</a>                                                                                                               | Appellate Body                                                                                                                     | External Appeal                                                               |
|-----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
|                                                                                                                             |                                                                                                  | hearing and notice required)                                                                                                                     |                                                                                                                                    | within 30 days of decision                                                    |
| <a href="#">Conditional use</a> permits                                                                                     | None                                                                                             | <a href="#">Planning Commission</a> or <a href="#">Land Use Administrator</a>                                                                    | <a href="#">Planning Commission</a> or <a href="#">City Council</a> (15 days from decision by <a href="#">Land Use Authority</a> ) | Civil or District Court (30 days from decision by appellate body)             |
| <a href="#">Nonconforming uses</a> and <a href="#">noncomplying structures</a>                                              | None                                                                                             | <a href="#">Land Use Administrator</a>                                                                                                           | <a href="#">City Council</a> (15 days from decision by <a href="#">Land Use Authority</a> )                                        | District Court (30 days from decision by appellate body)                      |
| Major A <a href="#">home occupation</a> (see Chapter <a href="#">10.35</a> SMC)                                             | None                                                                                             | <a href="#">Land Use Administrator</a>                                                                                                           | <a href="#">Planning Commission</a>                                                                                                | <a href="#">City Council</a>                                                  |
| Major B <a href="#">home occupation</a> (see Chapter <a href="#">10.35</a> SMC)                                             | <a href="#">Land Use Administrator</a>                                                           | <a href="#">Planning Commission</a>                                                                                                              | <a href="#">City Council</a>                                                                                                       | District Court                                                                |
| <b>Preliminary</b> Subdivision applications and plat approvals                                                              | <a href="#">Development Review Committee</a> (DRC)                                               | <a href="#">Planning Commission</a> (public hearing and 10-day notice required at preliminary plat)                                              | <a href="#">City Council</a>                                                                                                       | District Court 30 days from decision by <a href="#">Land Use Authority</a>    |
| <b>Concept and Final Subdivision Applications</b>                                                                           | <a href="#">Land Use Administrator</a>                                                           | <b><a href="#">Development Review Committee</a> (DRC)</b>                                                                                        | <b><a href="#">City Council</a></b>                                                                                                | <b>District Court</b>                                                         |
| Subdivision preliminary plat approvals in the RPC and PRD <a href="#">zones</a> (combined with <a href="#">zone</a> change) | <a href="#">Planning Commission</a> (public hearing required)                                    | <a href="#">City Council</a>                                                                                                                     | District Court (appeal within 30 days from decision)                                                                               |                                                                               |
| Vacations or amendments of subdivision plats                                                                                | <a href="#">Development Review Committee</a> (DRC)<br><br><a href="#">Land Use Administrator</a> | <a href="#">Planning Commission</a> (public hearing and 10-day notice required)<br><br><b><a href="#">Development Review Committee</a> (DRC)</b> | <a href="#">City Council</a>                                                                                                       | District Court (30 days from decision by <a href="#">Land Use Authority</a> ) |

Table 1

| Decision to Be Made                | Advisory Body | <a href="#">Land Use Authority</a> | Appellate Body               | External Appeal                                             |
|------------------------------------|---------------|------------------------------------|------------------------------|-------------------------------------------------------------|
| Zoning <a href="#">variances</a>   | None          | Hearing Officer                    | District Court               | 30 days from decision by <a href="#">Land Use Authority</a> |
| Exactions (constitutional takings) | City Recorder | Not applicable                     | <a href="#">City Council</a> | Utah State Private Property Ombudsman                       |



# COUNCIL AGENDA

July 28, 2026

## Agenda item "d.3"

## Proposed Amendment to 10.20.070

### *Summary*

The mayor has requested that the city consider placing an expiration on rezones if a project has not begun construction within a specific time period. Once expired, the zoning would revert back to the previous zone before the change. Ordinance 10.20.070 details the procedures and approval standards required for a zone change.

### *Goals of Discussion*

The Planning Commission discussed the item and held a public hearing on 7/21/26. They are forwarding a recommendation for approval. The goal of this discussion is to review their recommendation and decide if this item should be: placed on the next business meeting for approval, placed on the next business meeting for approval with modifications, tabled for more discussion on the next work meeting, or discontinue discussion on the item.

### *Attachments*

Proposed ordinance amendment

#### **10.20.070 Zoning map and text amendments.**

(A) Purpose. This section sets forth procedures for amending the provisions of this title and the zoning map.

(B) Authority. The [City Council](#), as the [Land Use Authority](#), may from time to time amend the text of this title and the zoning map as provided in this section. Amendments may include changes in the number, shape, boundaries, or [area](#) of any zoning district, zoning district regulations or any other provision of this title. The provisions set forth herein shall not apply to temporary zoning regulations that the Council may enact without [public](#) hearing in accordance with Section [10-9a-504](#), Utah Code Annotated 1953, as amended.

(C) Initiation. The [City Council](#), [Planning Commission](#), or a property owner may initiate proposed amendments to the text of this title and the zoning map as provided in subsection (D) of this section.

(D) Procedure. The City shall process and consider zoning text and map amendments as provided in this subsection.

(1) An applicant shall submit a request to the Community Development Department on a form established by the Department, along with any fee established by the City's schedule of fees. The application shall include at least the following information:

- (a) Name and address of every person or company the applicant represents.
- (b) Requested amendment and reasons supporting the request.
- (c) If the proposed amendment requires a change in the zoning map, the application shall include:
  - (i) An accurate property map showing present and proposed zoning classifications;
  - (ii) All abutting properties showing present zoning classifications; and
  - (iii) An accurate legal description and an approximate common address of the [area](#) proposed for rezoning.
- (d) If the proposed amendment requires a change in the text of this title, the application shall include chapter and section references and a draft of the proposed text.

(2) After City staff determines completeness of the application, the Community Development Department, as the [Land Use Administrator](#), shall prepare a staff report evaluating the application.

(3) The [Planning Commission](#), as the Advisory Body, shall schedule and hold a [public](#) hearing on the application as provided in SMC [10.20.040](#) and [10.20.050](#).

Following the [public](#) meeting the [Planning Commission](#) shall recommend approval, approval with modifications, or denial of the proposed amendment and submit its recommendation to the [City Council](#) for review and decision.

(4) The [City Council](#) may schedule and hold a [public](#) meeting on the application as provided in SMC [10.20.040](#) and [10.20.050](#). At the [public](#) meeting the [City Council](#) shall approve, approve with modifications, or deny the proposed amendment.

(E) Approval Standards. A decision to amend the text of this title or the zoning map is a matter of legislative discretion by the [City Council](#) and not controlled by any one standard. However, such changes shall be consistent with the current [general plan](#) and [general plan](#) map, except A-1, R-1 and R-2 [zones](#) may be applied to properties with a [general plan](#) designation of medium or high density residential. In making an amendment, the [City Council](#) should also consider:

(1) Whether it would be harmonious with the overall character of existing development in the vicinity of the subject property, or in cases of text amendments, in [areas](#) governed by the amended text;

(2) Whether it would be consistent with the standards of any applicable overlay [zone](#) and, in cases of text amendments, harmonious with [areas](#) governed by the amended text;

(3) The extent to which it may adversely affect adjacent property; and

(4) 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.

(F) Appeal of Decision. Any party adversely affected by a decision of the [City Council](#) to amend the text of this title or the zoning map may, within 30 days after such decision, appeal to the District Court as provided in Section [10-9a-801](#) et seq., Utah Code Annotated 1953, as amended.

(G) Effect of Approval. Approval of an application to amend the provisions of this title or the zoning map shall not constitute an approval of any [conditional use](#), [site plan](#), or other permit. Obtaining approval of such permits shall be in accordance with applicable provisions of this title.

(H) Effect of Disapproval. [City Council](#) denial of an application to amend the provisions of this title or the zoning map shall preclude the filing of another application covering

substantially the same subject or property, or any portion thereof, for one year from the date of the disapproval, unless the [Planning Commission](#) determines a substantial change in circumstances occurred to merit consideration of the application or the application is for a change to a different [zone](#). The [City Council](#) or [Planning Commission](#) may propose any text or zoning map amendment at any time.

(I) Expiration. Failure to show substantial progress towards the intended project as presented to City Council at time of approval within two years of approval of any rezone shall terminate and cancel the prior rezone approval given, whereupon the City Council may require that a new rezone application be submitted and approval obtained pursuant to this section. In such event, the zoning would revert to the previous zoning designation established prior to the rezone, pursuant to the rezone procedure and public hearing requirement as described in section (D) of this chapter. A written request may be submitted to the City Council prior to expiration of the rezone for an extension of up to one year. The City Council can grant such an extension where good cause can be shown. This provision is applicable only to rezone approvals granted after August 11, 2026. Rezones down to the A-1 zone are exempt from expiration.



# COUNCIL AGENDA

July 28, 2026

## Agenda item "d.4"

## SR 193 EDA - 3 Year Plan

### *Summary*

The SR 193 Economic Development Area (EDA) was created in 2012 and expires in 2028 after 15 years. The project area funds have been used mostly to reimburse the master developer Ningret. Payments to Ninigret will come to an end this next year as our obligations to them have been satisfied. While the current balance in the area's account is at zero, it is projected to accrue about 1 million dollars per year over the next three years. There are many ways that the money could be spent. The purpose of the project area is to attract jobs and industry. The project funds can be used to directly help the businesses build buildings, fit out tenant spaces, incentivize a specific user, or be used on the infrastructure required to serve the businesses including roads, utilities, and sidewalks.

### *Goals of Discussion*

The purpose of this discussion is to provide staff with direction on the priorities by which funds should be expended. Please review the attached materials for project ideas.

### *Attachments*

Annual Report  
Project Ideas

## Chapter 4 – SR-193 Economic Development Area

### Background Information

The SR-193 Economic Development Project Area was created in 2012 and increment triggered in 2014.

The general boundaries of the Project Area are west of 1000 West, north of 700 South, south of 200 South and east of approximately 1700 West.

**TABLE 4.1: PROJECT AREA DESCRIPTION**

| <b>Project Area Data</b>                |          |
|-----------------------------------------|----------|
| Year Established                        | 2012     |
| Initial Year of Tax Increment           | 2014     |
| Time Frame for Tax Increment Collection | 15 years |
| Last Year of Tax Increment              | 2028     |

The Project Area was created to facilitate economic development and create jobs in a premium quality business park that has excellent roadway access and rail access.

### A. Changes in Marginal Value (*Utah Code 17C-1-603(3)(a)*)

The base year assessed value is \$0. Tax increment collection began in 2014.

**TABLE 4.2: TAXABLE AND MARGINAL VALUES**

| <b>Utah Code 17C-1-603(3)(a) Requirement</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Values</b> |
|----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| (i)                                          | Base Year                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 2012          |
| (ii)                                         | Base Taxable Value                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$0           |
| (iii)                                        | Prior Year (2023) Assessed Value                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$98,050,933  |
|                                              | Prior Year (2024) Assessed Value                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$136,709,904 |
| (iv)                                         | Estimated Current Year (2025) Assessed Value                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$138,509,604 |
| (v)                                          | Prior Year (2023) Marginal Value                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$98,050,933  |
|                                              | Prior Year (2024) Marginal Value                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$136,709,904 |
|                                              | % Change in Marginal Value (2023 to 2024)                                                                                                                                                                                                                                                                                                                                                                                                                                                                | 39.43%        |
| (vi)                                         | The total taxable value in the project area has grown from \$0 at the inception of the area, to \$136,709,904. The 2023 assessed value of the project area was \$98,050,933. The 2024 assessed value was \$136,709,904 - an increase of 39.43 percent over the one-year time period. In comparison, the 2023 taxable value of Syracuse City was \$3,207,841,555 <sup>4</sup> . The taxable value of Syracuse City was \$3,526,175,944 representing an increase of 9.92 percent over the one-year period. |               |

### B. Amount of Project Area Funds Received by Agency (*Utah Code 17C-1-603(3)(b)*)

In 2024, the SR193 EDA generated \$1,078,247 in incremental tax revenues for the Agency. The original estimate of tax increment to be generated in 2024 was \$806,873.

The Agency's historical receipts of project area funds for which data could be obtained are shown on Table 4.3.

<sup>4</sup> <https://propertytax.utah.gov/rates/final-values/>

**REIMBURSEMENT AGREEMENT  
BETWEEN THE REDEVELOPMENT AGENCY OF SYRACUSE  
AND SYRACUSE FLEX LLC  
[SR-193 ECONOMIC DEVELOPMENT AREA]**

AGREEMENT dated March 12, 2024, by and between the Redevelopment Agency of Syracuse aka the Syracuse City Redevelopment Agency, a political subdivision of the State of Utah ("RDA"), and Syracuse Flex LLC, a Utah corporation ("FLEX").

**RECITALS**

In FY2012, RDA created the SR-193 Economic Development Area ("EDA"). The EDA continues through FY2029.

FLEX owns Lots 4 and 6 of the Antelope Business Park Commercial Subdivision – 1st Amendment. Lots 4 and 6 abut SR-193 and are within the EDA.

Several taxing entities have agreed to contribute tax increment generated by properties within the EDA to the RDA, and the RDA expends that tax increment to stimulate economic growth within the EDA.

FLEX intends to improve the two lots by constructing one flex industrial building on Lot 4 and three flex industrial buildings on Lot 6 per previously submitted site plans and building permit applications. As a condition to approving a right-in/right-out access from SR-193 to the FLEX's property, the Utah Department of Transportation ("UDOT") is requiring the installation of a concrete center median in SR-193.

FLEX has requested the RDA to participate in the cost of the concrete center median.

RDA is willing to contribute to the cost of the concrete center median pursuant to the terms of this Agreement.

2. Calculation of Tax Increment Rebate. The annual tax increment rebate shall be calculated as follows:

|                                                                                                  | Example  |
|--------------------------------------------------------------------------------------------------|----------|
| Annual property taxes paid per county valuation after certificates of occupancy have been issued | \$50,000 |
| Less annual property taxes paid per 1/1/2024 county valuation                                    | \$12,000 |
| Increase in annual property taxes paid                                                           | \$38,000 |
| Tax increment generated (80% of annual property taxes paid)                                      | \$30,400 |
| Less 5% administrative fee (retained by RDA)                                                     | \$1,520  |
| Annual Rebate                                                                                    | \$28,880 |

3. Payment of Tax Increment Rebate. RDA will rebate to FLEX, from annual property taxes paid by FLEX, 95% of the tax increment generated by the planned improvements, up to a maximum of \$137,480.33 (the estimated cost of the concrete center median). RDA will pay rebates annually by June 1. If FLEX fails to complete the planned improvements or fails to obtain certificates of occupancy for each of the four buildings, no rebates will be paid.

4. Term. Rebates will be paid for the period from the date of the last of the four certificates of occupancy through the end of RDA's FY2029.

5. Valuations. Property valuations shall be performed by the Davis County Assessor or assignee.

6. No Guarantee of Specific Amounts. Rebates are based upon valuations and property taxes actually paid. RDA does not guarantee any specific amount.

| year                    | Projected Gross Revenue | Admin Costs | Ninigret Payback | Flex Center Median    | Projected Net Revenue |
|-------------------------|-------------------------|-------------|------------------|-----------------------|-----------------------|
| 2027                    | \$ 1,092,385            | \$ 54,619   | \$ 20,272        | \$ 28,800             | \$ 1,017,494          |
| 2028                    | \$ 1,092,385            | \$ 54,619   |                  | \$ 28,800             | \$ 1,037,766          |
| 2029                    | \$ 1,092,385            | \$ 54,619   |                  | \$ 28,800             | \$ 1,037,766          |
| 2030                    | expired                 | expired     | expired          | expired               | expired               |
| 2031                    |                         |             |                  |                       |                       |
| Total Projected Revenue | \$ 3,277,155            | \$ 163,858  | \$ 20,272        | \$ 86,400             | \$ 3,006,625          |
|                         |                         |             |                  | (capped at \$137,480) |                       |
| Current Fund Balance    | \$ -                    |             |                  |                       |                       |

## Idea #1: Trail

Adding trail through the power corridor will provide a pedestrian walkway between the residential area and the industrial employment area.

### Rough Cost Estimate:

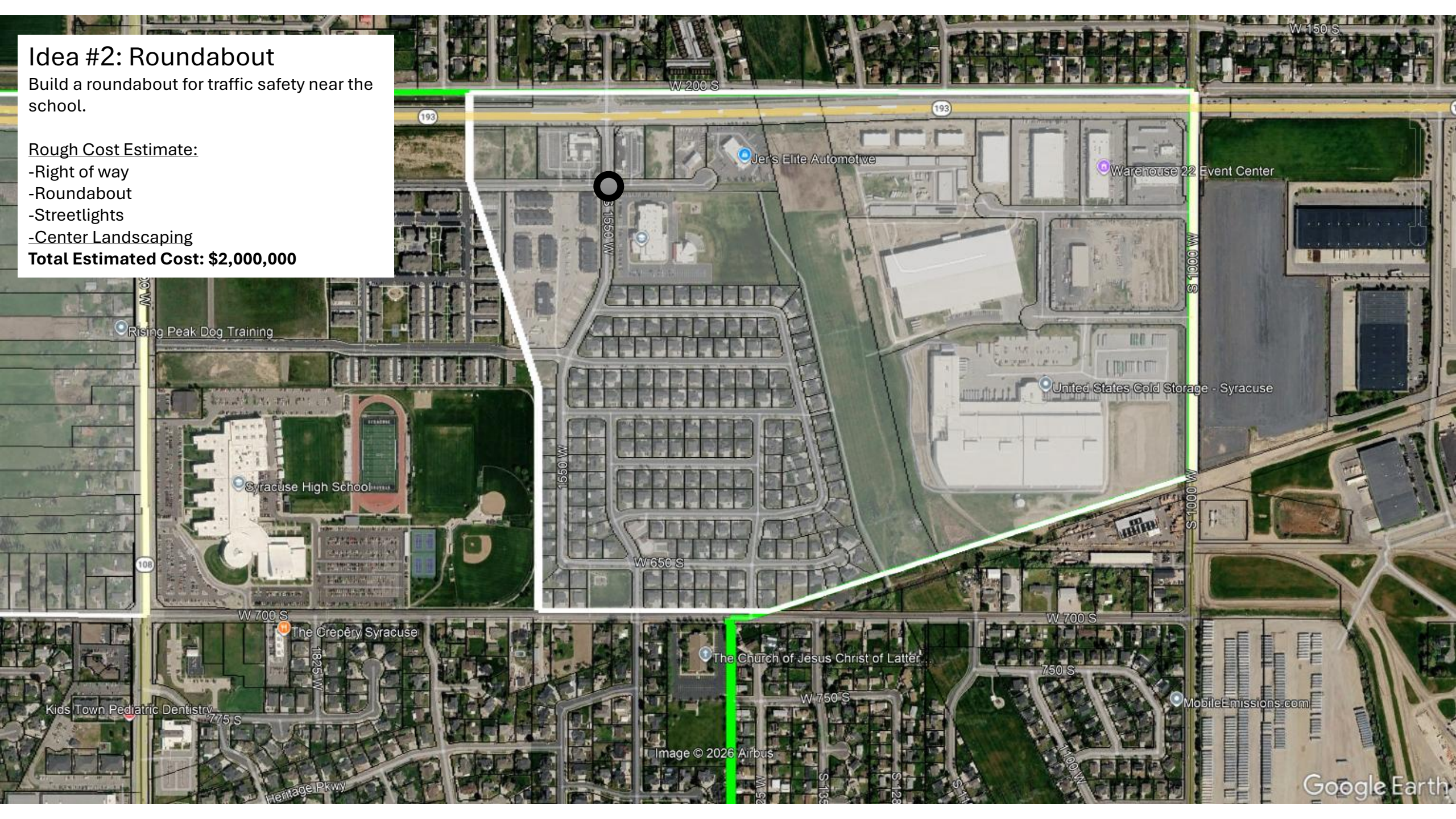
- Easement from RMP:  $4,310 \text{ sf} \times \$8\text{psf}$  (50% value) = \$34,500
  - Asphalt 3" thick x 10" wide : \$13.36 per linear foot x 431' = \$5,800
  - Road base 10": 431' long x 12' wide = 263 tons x \$35 = \$9,205
- Total: \$50,000**



Build a roundabout for traffic safety near the school.

- Right of way
- Roundabout
- Streetlights
- Center Landscaping

**Total Estimated Cost: \$2,000,000**

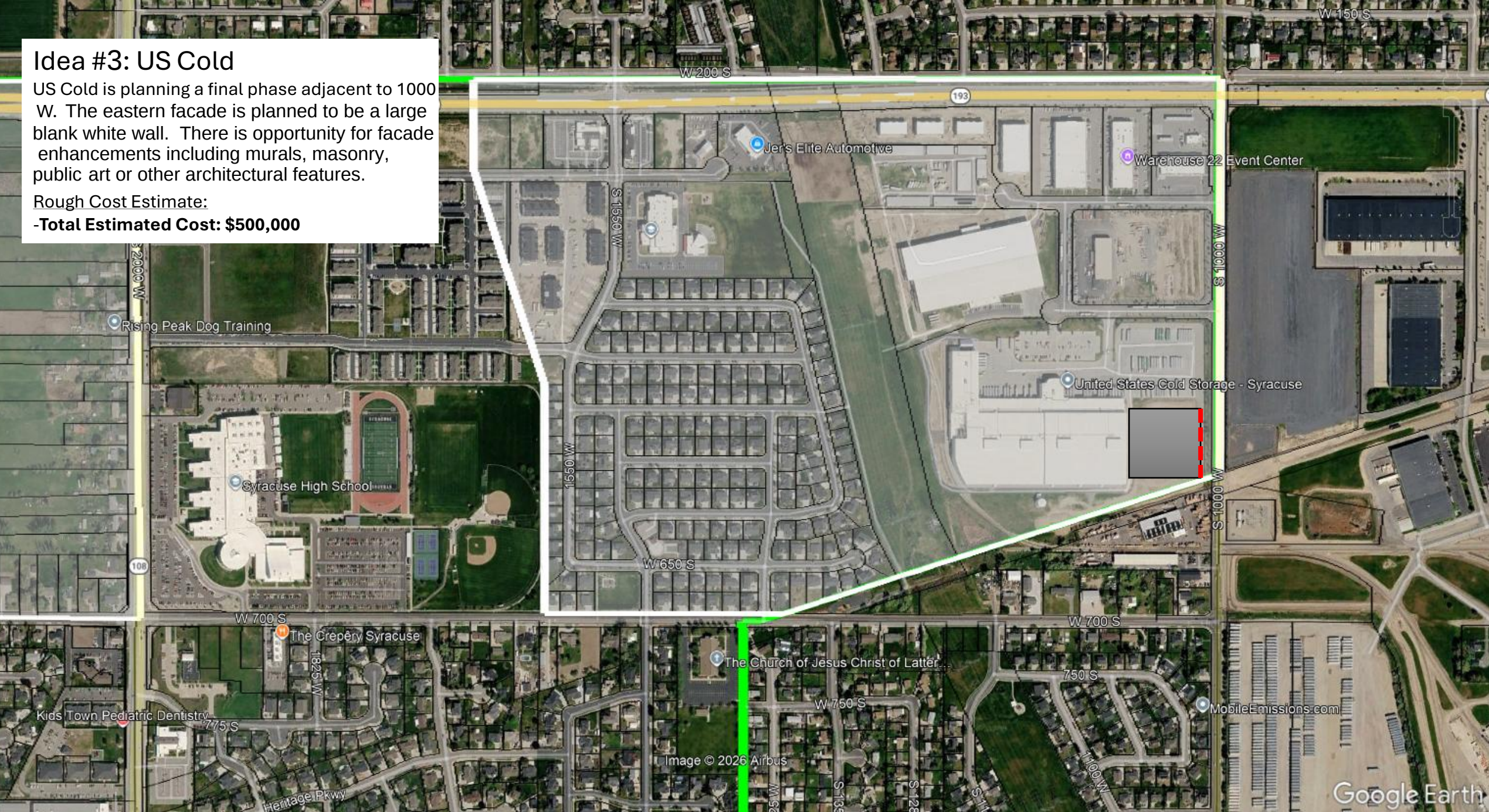


### Idea #3: US Cold

US Cold is planning a final phase adjacent to 1000 W. The eastern facade is planned to be a large blank white wall. There is opportunity for facade enhancements including murals, masonry, public art or other architectural features.

Rough Cost Estimate:

**-Total Estimated Cost: \$500,000**



## Idea #4: Flex

A flex industrial project has just been completed. It consists of 3 block buildings and 1 tilt up building. Four new buildings just opening up. The funds could be use to assist businesses in locating and fitting out their tenant finishes.

Rough Cost Estimate:

**-Total Estimated Cost: \$500,000 - \$3,000,000**



Additional parking could be added. The contribution could strengthen alliances, allowing city access to the performing arts facility.

4" Asphalt -33,400 sf x \$17.69 = \$590,846  
 10" Roadbase = 1483 tons x \$35 = \$51,905  
 30" curb and gutter = -950 lf x \$20.49 = \$19,465  
8' sidewalk = 460' x \$30 = \$13,800  
**Total Estimated Cost: \$676,016**





# COUNCIL AGENDA

July 28, 2026

## Agenda item "d.5"

## Proposed Amendment to 10.10.040 and 10.90

### *Summary*

The city has been approached by Wing Drone Delivery who is proposing to establish a drone delivery business at the Syracuse Walmart. The business would deliver Walmart's goods via Beyond Visual Line of Sight (BVLOS) drones. The drivers of these drones are primarily at remote locations. The proposed setup would be contained within a fenced off a portion of the Walmart parking lot. They call this a 'nest'. Inside the fence, there are drone landing pads, a battery generator, and a storage shed. The city does not have a regulatory framework for this land use as it is a relatively new technology.

The word 'drone' appears one time in city ordinance. It appears in the noise ordinance chapter listed as a prohibited noise during specific hours between 10 pm and 7 am during the week and 11 pm to 7 am on weekends. The words airport or heli-pad are not mentioned as permitted uses in any zone. The city does not have an airport, but there is a heli-pad located at the Syracuse Emergency Center on 2000 w and SR 193. Also, in adjacent unincorporated Davis County, there is a model airplane flying club and a mosquito abatement airstrip.

Drone ports and airports are not the same in land use planning. While both fall under aviation, traditional airports are major infrastructure planned through regional authorities and governed strictly by the FAA. Drone ports in contrast, are compact and usually evaluated for site-level impacts like traffic, privacy, and localized noise. Because commercial drone delivery and operations have surged, many cities are actively updating their municipal codes to separate drone infrastructure from standard airport zoning.

### *Goals of Discussion*

The purpose of this discussion is to explore the possibility of allowing this use within the city. If the use is desired, then the goal would be to craft an ordinance that permits the use within a zone or zones. Since this is a land use related item, it is required to receive a recommendation from Planning Commission before returning to Council for final approval.

### *Attachments*

Proposed Ordinance Amendment. (Black is existing text, Red is proposed)



## Wing Aviation LLC (Drone Delivery) U.S. Regulatory Summary

**Overview:** This summary provides a brief overview of Wing's U.S. regulatory authorizations.

### Wing Aviation LLC

1. Wing Aviation LLC holds a 14 CFR Part 135 Air Carrier Certificate (6OOA) which authorizes commercial (for revenue) delivery using small UAS (sUAS) within the United States (FAA Jurisdiction)
  - a. The List of all [FAA certificate holders can be found here](#).
    - i. Search WING AVIATION LLC. Original certificate is stored at Wing HQ in Palo Alto, California.
2. Wing complies with all governing FAA regulations except where explicitly exempted by the FAA ([Docket ID FAA-2018-0835](#)), Current Exemption ([18163G](#))
3. To learn more about the FAA's guidelines for Package Delivery by Drone (Part 135) operations, visit [here](#).

### Pilot-in-Command (PIC)

1. Each Wing Pilot-in-Command (PIC) holds a current 14 CFR Part 107 Remote Pilot-in-Command certificate as required by Wing's current FAA exemption.
2. Each Wing PIC must complete an FAA approved Wing training program.
3. Each Wing PIC completes recurrent testing and checking as required by [14 CFR Part 135](#).

### Aircraft

1. Each Wing aircraft used for commercial operations is registered with the FAA and the registration number is visible on the aircraft's wing.
2. Wing only operates aircraft types which have been approved by the FAA for use for its Part 135 Commercial Delivery service in its Operations Specifications. ([see excerpt below](#))
3. Each Wing aircraft type authorized for commercial operations has completed durability & reliability testing as required by [Section 44807](#) (FAA Special Authority for Certain Unmanned Aircraft Systems)
4. The Wing UAS is designed to be lightweight and frangible (constructed mostly of foam and plastic) to minimize the possibility of injury or property damage. ([see below](#))

### Operations

1. Wing only conducts commercial delivery in specific geographic areas and from specific locations as defined in an FAA Accepted Area-of-Operations document which is submitted to the FAA prior to the start of operations
2. Wing operations are conducted strictly in accordance with its written and FAA accepted procedures.

## Wing Aviation LLC (Drone Delivery) U.S. Regulatory Summary

### Wing Aircraft

Each Wing aircraft is clearly labeled with a registration number and Wing's contact information.



### Questions

As a resource to state and local governments, our airspace outreach team is available to answer any airspace questions, including FAA regulations, please contact us at [AirspaceOutreach@wing.com](mailto:AirspaceOutreach@wing.com).

As a resource to the public, or non regulatory questions about Wing, or drone delivery generally, please don't hesitate to contact us at [Community@wing.com](mailto:Community@wing.com).

## Chapter 10.10 DEFINITIONS

### Sections:

#### **10.10.010 Purpose.**

#### **10.10.020 Interpretation.**

#### **10.10.030 General.**

#### **10.10.040 Definitions.**

#### **10.10.010 Purpose.**

The purpose of this chapter is to clarify and define certain terms and words as used in this title. When a definition is not found in this chapter, the reader shall [use](#) the common meaning of the word. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-2-010.]

#### **10.10.020 Interpretation.**

In the event it is unclear as to the meaning of a word or term, it shall be the responsibility of the [Land Use Administrator](#) to determine the official interpretation. If any person disagrees with the interpretation of the [Land Use Administrator](#), it shall be his/her right to either apply for an amendment to this title to clarify the portion in question or file a timely petition with the district court for final interpretation. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-2-020.]

#### **10.10.030 General.**

All provisions, terms, phrases, and expressions contained in this chapter shall be liberally construed to accomplish the purposes of this title. For the purposes of this title, words used in the present tense shall also include the past tense and likewise words used in the singular shall also include the plural. The word "person" shall include corporation, partnership, or other legal entity. The words "used" or "occupied" shall include in their meanings intended, arranged, or designed for [use](#) or occupancy. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-2-030.]

#### **10.10.040 Definitions.**

As used in this title, the words and phrases defined in this section shall have the following meanings unless the context clearly indicates a contrary meaning. Words not included herein but defined in the [building](#) code shall be construed as defined therein.

"Accessory use or building" means a use or structure on the same lot width that is subordinate in area, extent, or purpose to the principal or main building served and of a nature customarily incidental to the principal use or structure.

"Adult day care, home" means a day care facility on residential property to provide daily nonmedical care and supervision of six or fewer persons, 18 years of age and over, on less than a 24-hour basis.

"Affected entity" means a county, municipality, independent special district, local district, school district, interlocal cooperation entity, specified public utility, and the Utah Department of Transportation, as defined in Section 10-9a-103, Utah Code Annotated 1953, as amended.

"Agriculture" means tilling of the soil, the raising of crops, horticulture, and gardening, but not including the keeping or raising of animals or fowl, except household pets, and not including any agricultural industry or business, such as fruit-packing plants, fur farms, animal hospitals, or similar uses.

"Alteration" means any change in the construction of, or addition to, a building which would permit an increase in capacity or change of use.

“Animal clinic” means an establishment for the care, grooming, and treatment of small animals and household pets, with all facilities within a completely enclosed building, except for vehicle parking.

“Animal hospital” means an establishment for the care and treatment of animals, including household pets, livestock, and commercial poultry, with all facilities within a completely enclosed building, except for exercising runs and parking for vehicles.

“Area” means the aggregate of the maximum horizontal cross section within given boundaries.

“Assisted-living facility” means a single-family residential dwelling unit, consistent with single-family residential zoning and structural appearance, occupied on a 24-hour-per-day basis by elderly persons in a family-type arrangement under the supervision of one or more resident dwelling managers. The facility provides assistance with activities of daily living and social care to residents who require protected living arrangements and are capable of achieving mobility sufficient to exit the facility without the assistance of another person. In addition, residents may receive intermittent nursing care, administration of medication from licensed providers, and support services promoting residents’ independence and self-sufficiency. The [dwelling](#) shall comply with all state standards governing health and safety. Furthermore, the [dwelling](#) shall have a license from the State of Utah Department of Health as an assisted living Type I facility and shall operate as a Type I facility.

“Buffer yard” means a required portion of land, together with structures and landscaping, for the purpose of separating land uses so as to maintain the integrity of the proposed development of land.

“Buildable area” means that portion of a lot or parcel that is eligible to place a building or structure and complies with setbacks of the applicable zone.

“Building” means any walled or roofed structure intended for or used for the shelter, housing, or enclosure of any person, animal, chattel, or property of any kind.

“Building height” is as defined in the International Residential Building Code adopted by Syracuse City. The vertical distance from grade plane to the average height of the highest roof surface.

“Building, principal” means the main or primary building upon a lot or the building that houses the main or primary use upon the lot. This includes all appendages to a [principal building](#) constructed as an architectural and integral part thereof.

“Certificate of occupancy” means authority granted by the Building Official to occupy or use a building upon satisfying City ordinances and all site plan and building code requirements.

“City Council” means the elected City Council of Syracuse, Utah. This term may also include the Mayor of Syracuse.

“Child day care, home” means a child day care facility operated on residential premises on less than a 24-hour basis.

“Church,” “synagogue,” or “temple” means a building used primarily for public worship by any religious body.

“Clinic, dental and medical” means a [building](#) in which an associated group of physicians, dentists, and allied professional assistants carry on their professions, including a dental or medical laboratory. Clinic does not include inpatient care or operating rooms for major surgery.

“Cluster subdivision” means a subdivision approved by the City, as allowed within a particular zone, which meets all the requirements of Chapter 10.80 SMC with other standards as determined by the City Council by means of a development agreement.

“Commercial day care center” means any building or premises used regularly for the custodial care of children located in a commercial zoning district.

“Commercial preschool” means any building or premises used for the instruction and care for no more than 16 children, per session per teacher at any one time, from the age of three through six years for up to four hours without the serving of meals located in a commercial zoning district.

“Commercial vehicle” means a motor vehicle, trailer, or semi-tractor/trailer used or maintained for business, compensation, or profit to transport passengers or property with a manufacturer’s gross weight of 10,001 or more pounds.

“Common space” means land area with an amenity in which the dedicated purpose is shared equally by all the residents of that community or the public.

“Conditional use” means uses, other than permitted uses, allowed in a specific zone that may not be compatible in some areas without certain conditions, as set forth in the land use ordinance for those uses, that mitigate or eliminate the detrimental impact as a result of its unique characteristic or potential impact on surrounding neighbors.

“Condominium” means the ownership of a single unit in a multi-unit residential, commercial, or industrial project together with an undivided common interest in the common areas and facilities of the property.

Day Care Center. See “Child day care center.”

[Day Care Home](#). See “Child day care, home.”

“Development agreement” means a written contract between the City and a developer which sets forth the respective terms, conditions, and obligations pertaining to a development in the City.

“Development Review Committee (DRC)” means a group of appointed City officials, or their designees, given review and consultation responsibility concerning proposed development projects and private residential development subdivisions.

“Dwelling” means a building or portion thereof designed and used for residential occupancy, including single-family, two-family, and multi-family, but does not include boarding, rooming, or lodging houses, tents, yurts, trailers, motels, cottage camps, or similar structures designed and used primarily for transient residential uses.

“Dwelling, accessory” means an additional living quarters on a single-family lot that is independent of the primary dwelling unit. The [accessory dwelling](#) unit shall be a complete housekeeping unit with a shared or separate entrance, separate [kitchen](#), sleeping [area](#), closet space, and bathroom facilities.

“Dwelling group” means a group of two or more detached buildings used as dwellings located on a parcel of land under one ownership and having a yard or court in common.

“Dwelling, multifamily” means a building containing more than two dwelling units.

“Dwelling, single-family” means a building designed with accommodations for and occupied by one family only.

“Dwelling, two-family” means a building under single ownership containing two dwelling units, designated for occupancy by not more than two families.

“Dwelling, two-family-attached” means a single-family dwelling attached to another single-family dwelling by a common wall or floor with both dwellings located on the same lot.

“Dwelling unit” means a building or portion thereof that provides separate and independent living, cooking, sleeping, and sanitation facilities for one family.

“Elderly person” means a person 60 years of age or older.

“Elevation, [building](#)” means an architectural rendering of the front, side, or rear facade of a [building](#), including dimensions, features, materials, and colors.

“[Exaction \(constitutional taking\)](#)” means actions by the City involving the physical taking or exaction of private real property that might require compensation to a private real property owner because of:

- (1) The Fifth or Fourteenth Amendments of the Constitution of the United States;
- (2) Article I, Section 22, of the Utah Constitution; or
- (3) Any recent court rulings governing the physical taking or exaction of private real property by a government entity.

“[Family](#)” means:

- (1) One individual living alone or one, but not more than one at the same time, group of individuals described in the following subsections who together occupy a [single-family dwelling](#) unit as one nonprofit housekeeping unit and who share common living, sleeping, cooking, and sanitation facilities:

- (a) A [head of household](#) and all persons related to the [head of household](#) by blood, marriage, adoption, guardianship, or other duly authorized custodial relationship, and not more than two additional related or unrelated persons, including, but not limited to, personal care or personal service providers.

- (b) Up to four related or unrelated persons and any children of either individual, if any.

“[Family](#)” does not include:

- (1) Any society, club, fraternity, sorority, association, lodge, combine, federation, coterie, or like organization.
- (2) Any number of individuals whose association is temporary or seasonal in nature.
- (3) Any number of individuals who are in a group-living arrangement as a result of criminal offenses.

“Farm animal keeping” means the keeping of animals and fowl, such as commonly used for food or fiber production or as a beast of burden, for recreational pleasure.

“Farm industry” means generally all phases of farm operation including, but not necessarily limited to, the keeping and raising of animals and/or fowl for domestic or commercial use, e.g., fur farms, livestock feed yards, pig farms, dairy farms, and similar uses as well as any accessory uses thereto, except commercial slaughter.

“Fence” means a structure used as a boundary, screen, separation, protection or confinement, or means of privacy constructed of posts, rails, and a barrier consisting of lumber, vinyl, wire mesh, masonry, or similar fencing materials.

“Field drain” means a pipe or similar conduit laid in undeveloped areas for the purpose of draining the ground.

“Floor area” means the sum of all areas of several floors of a building, including basements, mezzanines, and intermediate floored tiers and penthouses of head-room height, measured from the exterior faces of exterior walls or from the centerline of common walls separating buildings. The [floor area](#), however, shall not include [areas](#) used for parking of vehicles and [areas](#) devoted exclusively to the housing of mechanical equipment for heating, ventilating, and other service [uses](#) for the [building](#).

“Frontage” means the distance along the right-of-way line between the two side lot lines of a parcel measured along the street, or streets of a corner lot, to which the parcel shall have access.

“Garage sale” means a sale of personal belongings in a residential zone, which sale is conducted by a bona fide resident of the premises.

“[General plan](#)” means a document adopted by the City that sets forth general guidelines for proposed future development of land within the City as set forth in Utah Code Annotated 1953, also referred to as the “master plan.”

“General plan use map” means a map adopted by the City Council which identifies the current, proposed, or desired future land uses in the City and guides zoning and development in the City.

“Governing Body” means the Syracuse City Council.

“Grade, finish (adjacent ground elevation)” means the lowest point of elevation of the finished surface of the ground, within the [area](#) between a [building](#) and a line five feet from [building](#).

“Grade, natural” means the elevation of the surface of ground created through the action of natural forces and not a result from manmade cuts, fills, excavation, grading, or similar earth-moving processes. The City Engineer of Syracuse City shall determine [natural grade](#) in every instance where necessary.

“Gross acreage” means the total land being developed.

“Head of household” means one individual who occupies a dwelling unit and has a parent/child relationship, grandparent/child relationship, or a legal marriage relationship with another individual occupying the same dwelling unit and/or is an owner occupant.

“Home occupation” means the use of a portion of one’s dwelling or accessory building, studio, or workroom to conduct business activity.

“Homeowners’ association” means an association operating under recorded land agreements through which each lot owner of a planned development, condominium development, subdivision or other described land area is automatically subject to a charge for a proportionate share of the expenses for the organization’s activities, such as maintaining a common property.

“Homeowners’ association, active” means a recorded and legally bound homeowners’ association with an elected board of representatives who maintain an active, annual application with the Syracuse City Community Development Department every year during the same month.

“Household pets” means animals and fowl customarily allowed in the home for the sole pleasure and enjoyment of the occupants but not raised or kept for commercial purposes or for food.

“Immediate family member” means father, mother, brother, sister, son, daughter.

“Institution” means a public or private building devoted to an organization, establishment, foundation, society, or the like, which promotes a particular cause or program, especially one of a public, educational, or charitable character.

“Intermittent commercial uses” means the occasional use of a building or land for retail sales (see SMC 10.35.050). This definition does not in any way include the occasional sales of various used items in a garage or [yard](#) sale.

“Junk” means any scrap, waste, reclaimable material, or debris, whether or not stored or used in conjunction with dismantling, processing, salvaging, storing, or disposing or other use or disposition. [Junk](#) includes, but is not limited to, tires, batteries, furniture,

tools, paper, rags, plastics, cordage, scrap iron or other metal, glass, [building](#) materials, salvage materials, dismantled equipment, machinery and appliances or parts thereof, brush, wood and lumber, solid waste, and vehicles and parts thereof.

“Junk yard” means the use of any lot, portion of a lot, or tract of land for the storage, keeping, or abandonment of junk, including scrap metals or other scrap material, or for the dismantling, demolition, or abandonment of automobiles, other vehicles, or machinery or parts thereof, provided it does not include such uses that are clearly accessory and incidental to any agricultural use permitted in the district.

“Kennel, commercial” means any facility in compliance with the standards listed in and regulated under SMC [10.30.040\(D\)](#).

“Kitchen” means any room or space used, intended, or designed for cooking or preparation and/or serving of food.

“Land drain” means a pipe or similar infrastructure designed to collect subsurface water in developed areas.

“Land Use Administrator” means that person designated by the Syracuse City Council to perform the duties and responsibilities as described in this title.

“Land Use Authority” means any person, board, or commission designated by the City Council to act upon a land use application. [Land Use Authority](#) shall be the [Planning Commission](#) unless otherwise designated in this title.

“Land use ordinance” means this title or a predecessor ordinance governing planning, zoning, or development of land, but does not include the general plan.

“Landscaping” means the design and placement of ornamental fixtures such as fountains, ornamental walls, fences, or benches along with the planting of vegetative materials, trees, shrubs, grass, flowers, etc.

“Lot, [building](#)” means a parcel of land, legally divided and approved by the Syracuse [City Council](#) as recorded in the Davis County recorder’s [office](#), which is of such dimensions as to comply with the minimum requirements of this title for [area](#), width, and depth, where applicable for the [zone](#) in which it resides, and having [frontage](#) on a [public street](#) or approved private street.

“Lot, corner” means a lot situated at the junction of and abutting on two or more streets.

“Lot lines” means the property lines bounding a lot. For purposes of establishing [yard](#) spaces, all right-of-way lines for streets shall be the [lot lines](#) of abutting property.

“Lot width” means the width of a lot along a line parallel to the frontage thereof and measured at the minimum front setback line.

“Manufactured home” means a single-family dwelling unit fabricated in one or more sections in a location other than the home site by assembly-line production techniques after June 15, 1976, to standards established by the U.S. Department of Housing and Urban Development (see SMC [10.30.020](#)).

“Masonry” means brick, rock, or stone.

“Net acreage” means the total land area available for development after excluding 20 percent assigned to the City in the form of roads and other public easements.

“Net density” means the number of allowable building lots in a zone per net acre. (Example: 8.3 net acres times 3.79 allowable lots in the R-2 [zone](#) equals 31.46 allowable lots, or 31 allowable lots rounding down to the nearest whole number (i.e.,  $8.3 \times 3.79 = 31.46 = 31$ )).

“Noncomplying structure” means a structure that legally existed before its current land use designation and, because of one or more subsequent changes to this title, does not conform to the setback, height restrictions, or other regulations, excluding those regulations that govern the use of land.

“Nonconforming building lot” means a parcel of land of record that was held in separate ownership from adjacent property and was a legal building lot on the effective date of this title, the dimensions of which do not meet the requirements for a building lot in the new zone in which it resides. This title shall deem adjacent properties in the same ownership, but described under separate deeds, to be one property.

“Nonconforming use” means a use that legally existed before its current land use designation, has been maintained continuously since the time any applicable land use ordinances changed, and does not conform to the regulations that now govern the use of the land because of one or more subsequent changes to said ordinances.

“Office” means a building, room, or department wherein a business transacts service for others, but does not include the storage or sale of merchandise on the premises.

“Office, professional” means a place intended primarily for the conduct of administration or services by a business enterprise including the storage, display, or sales of limited goods or merchandise as the secondary focus of business.

“Open space” means any area of land without human-built structures, such as parks, recreational and natural areas or land not occupied by buildings. [Open space](#) does not include curb and gutter, driveways and roadways.

“Ordinance” means planning and zoning regulations or other laws and requirements, adopted by the City, that carry the force of law and are binding upon all who visit, reside in, or own property in the City.

“Parking lot” means an open area, other than a street, used for the temporary parking of more than four automobiles and available for public use, whether free, for compensation, or as an accommodation for clients or customers.

“Parking space (off-street parking)” means a space located off any public right-of-way, which is at least nine feet by 20 feet in size, for parking of any motor vehicle.

“Parkstrip” means, if curb and gutter is present, the area within the street right-of-way which lies between the back of curb and the sidewalk or, if the sidewalk is adjacent to the curb and gutter, it is the area between the sidewalk and the property line. In [areas](#) where no curb and gutter is present, it is the [area](#) between the edge of pavement and the property line.

“Payday lending/check cashing services” means a business that conducts transactions of cashing a check for consideration or extending a deferred deposit loan and shall include any other similar types of businesses licensed by the state pursuant to the Check Cashing and Deferred Deposit Lending Registration Act.

“Permitted uses” means uses allowed as a matter of right and listed as permitted uses in the various zone specifications. Any [use](#) not specifically identified in this title shall be prohibited.

“Person with a disability” means a person who has a physical or mental impairment that substantially limits one or more of their major life activities, including a person having a record of such impairment or being regarded as having such an impairment. This definition shall not include any person with impairment due to the current illegal [use](#) of, or addiction to, any federally controlled substance, as defined by federal law.

“Planning Commission” means a group of seven individuals, residing in Syracuse City, appointed by the Mayor of Syracuse, with the advice and consent of the City Council, to function as the Syracuse City Planning Commission.

“Preschool, home” means a child care facility, operated regularly on residential premises, to provide educational programs for no more than 12 students.

“Principle of regression” means a standard property assessment valuation principle, as established by the International Association of Assessing Officers, which states that dissimilar properties within the same general classification in the same area will adversely affect the better property.

“Privacy fence” means a fence constructed so that over 50 percent of the fence area is of a solid substance. The maximum allowable height of a [privacy fence](#) is six feet. If a “picket” style [fence](#) is used as a [privacy fence](#), picket spacing shall be no more than one inch apart. Shrubs or hedges are not considered [privacy fences](#).

“Private residential development” means a subdivision approved by the City, as allowed within a particular zone, which meets all the requirements of Chapter 10.75 SMC with other standards as determined by the City Council by means of a development agreement.

“Professional, nonretail service” means a business that provides a professional service, rather than retail, such as medical or educational (academic or recreational classes).

“Public” means that which is under the ownership of the United States Government, Utah State or any subdivision thereof, Davis County, or Syracuse City (or any departments or agencies thereof).

“Quasi-public building or use” means any facility or use conducted by a nonprofit, religious, or charitable organization for the benefit of the general public or having partial government involvement or ownership.

“[Reasonable accommodations](#)” means a change in a rule, policy, practice, or procedure necessary to afford a [person with a disability](#) equal access opportunity to [use](#) and enjoy a [dwelling](#) as defined in this section:

- (1) “Reasonable” means that a requested accommodation will not undermine the legitimate purposes of existing zoning regulations notwithstanding the benefit the accommodation would provide to a [person with a disability](#).
- (2) “Necessary” means the applicant must show that, but for the accommodation, one or more persons with a disability likely will not have an equal opportunity to enjoy housing of their choice.
- (3) “Equal opportunity” means achieving equal results as between a [person with a disability](#) and a nondisabled person.

“Recreational park, private” means an [area](#) of land, with few or no [buildings](#), set aside and kept in its natural state or designed, developed, and reserved for the enjoyment and recreational [use](#) by or ornamental purposes of only certain individuals with a financially legal interest and responsibility for its maintenance.

“Rehabilitation/treatment facility” means a facility licensed by or contracted by the state of Utah to provide temporary occupancy and supervision of adults or juveniles in order to provide rehabilitation, treatment, counseling, or educational services. Without limitation, such services may include rehabilitation, treatment, counseling, or assessment and evaluation services related to delinquent behavior, alcohol and drug abuse, sex offenders, sexual abuse, or mental health.

“Research park” means areas zoned for technology research and scientific development and linked to business and academic collaboration research endeavors.

“Residential facility for persons with a disability” means a residence, in which more than one person with a disability resides, licensed or certified by the Utah State Department of Human Services under Title 62A, Chapter 2, Licensure of Programs and Facilities, or licensed or certified by the Department of Health under Title 26, Chapter 21, Health Care Facility Licensing and Inspection Act.

“Screen” means walls, fences, hedges, or plantings that ensure harmony with adjacent development or conceal storage or parking areas, utility installations, or other unsightly development.

“Setback” means the shortest horizontal distance between the boundary lines of a lot and the building or structure or part thereof.

“Sexually oriented business” means any business as defined in Chapter 5.25 SMC.

“Sign” means any words, lettering, parts of letters, figures, numerals, phrases, sentences, devices, designs, pictures, trade names, or trademarks by which anything is made known, such as those used to designate an association, a firm, corporation, profession, business, service, commodity, product, or any type of publicity or propaganda, whether placed on the ground, rocks, trees, stumps, or other natural objects or on a building, wall, roof, frame, support, fence, or other manmade structure, and visible from any public street, public highway, or public rights-of-way. For purposes of this title, the word “[sign](#)” does not include flags, pennants, or insignias of any nation, state, city, or other political unit or of a nonprofit organization. It shall not include an official notice, issued by any court or [public](#) body or officer, directional warning, or information [sign](#) or [structure](#) required or authorized by law.

“Site plan” means a schematic scaled drawing of a commercial, residential, industrial, office, or institutional development which meets requirements of Chapter 10.20 SMC.

“Stable, private” means a detached accessory [building](#) for the keeping of animals belonging to or used by the property owner or lessee and not for rent or for the stabling of same for profit.

“Stable, [public](#)” means a [building](#) for the keeping of animals for profit.

“Street, [public](#)” means an open way, space, and/or thoroughfare designed primarily for vehicular travel provided for or dedicated to and/or accepted by Syracuse City or the state of Utah for [public](#) use.

“Structural alteration” means any change in the shape or size of any portion of a building or of the supporting members of the building or structure such as walls, columns, beams, arches, girders, floor joists, or roof rafters.

“Structure” means the building or construction of an edifice or building of any kind or the artificial building up of any piece of work or composition of parts joined together in some definite manner. A [structure](#), however, for the purposes of this title, shall not include stairs or ramps.

“Swimming pool” means a structure for public or personal recreational purposes as defined by the International Residential Building Code.

“Temporary commercial uses” means the occasional use of a building or land for retail sales (see SMC 10.35.050).

“Turfgrass, sod, or lawn” means a perennial strand of plant that can form a ground cover surface and withstand mowing, traffic and/or wear.

"Unmanned Aircraft System" Also known as a "drone," means an aircraft without a human pilot on board, controlled by an operator on the ground via remote control or other programming.

"Commercial Unmanned Aircraft System Dispatch and Delivery Center" means a property and/or building thereon that serves as a base for drones to initiate delivery of commercial products or services to retail or wholesale customers which may, but does not have to, contain storage capacity for said commercial products or service tools and/or the control center for dispatch and flight regulation of said drones, and which has been approved for drone usage by FAA registration and waiver.

"Use" means the purpose for the design, arrangement, or intention of any premises or building for occupancy or maintenance.

"Variance" means the relaxation of the strict application of the terms of this title, granted by the Hearing Officer, with respect to mechanical requirements, such as setbacks, yard and area requirements, building height, parking and loading space requirements, etc., where specific physical conditions unique to the site of the lot would create an unreasonable burden by making its development for permitted uses difficult or impossible.

"Yard" means a space on a lot or parcel, unoccupied and unobstructed by a building or structure from the finished grade upwards, except as otherwise provided in this title.

“Yard, front” means an open, unoccupied yard extending across the full width of the lot adjacent to and measured perpendicularly from the front lot line and having, at no point, a depth of less than the minimum required horizontal distance between the front lot line, or its tangent, and the closest permissible location of the principal building. Measurement of said distance shall be by a line at right angles to the front lot line, or its tangent.

“Yard, rear” means a yard extending the full width of the lot adjacent to and measured perpendicularly from the rear lot line and having, at no point, a depth of less than the minimum required horizontal distance between the rear lot line, or its tangent, and the closest permissible location of the principal building. Measurement of said distance shall be by a line at right angles to the rear lot line, or its tangent. Such [yard](#) shall include all land [area](#) between the rear lot line and the closest permissible location of the [principal building](#). On lots that are other than rectangular in shape, the required minimum [rear yard](#) may be an average of the distance measured from the rear corners of a [dwelling](#) to the nearest point of the rear lot line; however, the shortest distance used in determining the average may not be less than 15 feet. Each lot shall have only one [rear yard](#).

“Yard, side” means a yard between a principal building and side lot line, extending from the required front yard to the required rear yard, or rear lot line on lots with no rear yard requirement, adjacent to and measured perpendicularly from the side lot line. Measurement of [side yards](#) shall be horizontally from, and at right angles to, the nearest point on the side lot line towards the closest permissible location of the [principal building](#).

“Zero lot line development” means residential dwellings arranged on lots with one side wall of the building located on the property line.

“Zone” means a portion of the City of Syracuse given a zone designation which provides for the regulation of locations, heights, bulk, and sizes of buildings and other structures, percentage of the lots people may occupy, the size of lots, courts, or other open space, the uses of buildings and structures, and the uses of land. [Ord. 24-07 §§ 2, 3; Ord. 23-18 § 1 (Exh. A); Ord. 22-32 § 1 (Exh. A); Ord. 22-08 § 1 (Exh. A); Ord. 20-02 Exh. A; Ord. 17-11 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 15-03 § 1 (Exh. A); Ord. 14-09 § 1; Ord. 14-01 § 1; Ord. 13-15 § 1; Ord. 12-03 § 3; Ord. 11-10 § 3; Ord. 11-02 § 1 (Exh. A); Ord. 10-02 § 1 (Exh. A); Ord. 09-16 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Ord. 04-12; Ord. 03-08; Ord. 03-04; Ord. 02-26; Ord. 02-05; Code 1971 § 10-2-040.]

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The Syracuse Municipal Code is current through Ordinance 26-09, passed May 12, 2026.

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

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

City Telephone: (801) 614-9633

Codification services provided by [General Code](#)

## Chapter 10.90

### GC – GENERAL COMMERCIAL ZONE

#### Sections:

- [10.90.010 Purpose.](#)
- [10.90.020 Permitted uses.](#)
- [10.90.030 Conditional uses.](#)
- [10.90.040 Minimum lot standards.](#)
- [10.90.050 Off-street parking and loading.](#)
- [10.90.060 Signs.](#)
- [10.90.070 Special provisions.](#)
- [10.90.080 Development theme.](#)
- [10.90.090 Development plan.](#)
- [10.90.100 Architectural Review Committee.](#)

#### **10.90.010 Purpose.**

The purpose of this [zone](#) is to provide for a broad range of retail, service, and entertainment functions. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-19-010.]

#### **10.90.020 Permitted uses.**

The following are [permitted uses](#) by right provided the parcel and [building](#) meet all other provisions of this title or any other applicable [ordinances](#) of Syracuse City and receive [site plan](#) approval as provided in SMC [10.20.090](#).

- (A) [Agriculture](#).
- (B) Amusement and recreational activities.
- (C) [Animal clinics](#).
- (D) Automotive retail and routine maintenance services.
- (E) Car washes, full-service tunnel style.
- (F) Churches, [synagogues](#), and [temples](#).
- (G) Community or civic services.
- (H) [Dwellings](#). (Completed or under construction at the time of adoption of this title. If such [dwellings](#) convert to any other permitted or [conditional use](#) allowed in this section or SMC [10.85.030](#), they may not thereafter convert back to residential [use](#) without first obtaining a [conditional use](#) permit.)
- (I) Fully enclosed dog boarding facilities (see SMC [10.30.040](#)(D)).
- (J) Hotels and motels.
- (K) [Public](#) and quasi-public [buildings](#).
- (L) [Professional office](#) buildings (situated on one acre or less).
- (M) [Public](#) parks.

(N) Restaurants and fast food services.

(O) Retail trade.

(P) Theaters and amusement facilities. [Ord. 22-28 § 1 (Exh. A); Ord. 21-30 § 1 (Exh. A); Ord. 14-10 § 1; Ord. 11-02 § 1 (Exh. A); Ord. 08-11 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Ord. 03-18; amended 2001, 1991; Code 1971 § 10-19-020.]

### **(Q) Commercial Unmanned Aircraft System Dispatch and Delivery Center**

#### **10.90.030 Conditional uses.**

The following may be permitted as [conditional uses](#) after application and approval as specified in SMC [10.20.080](#).

(A) [Accessory uses](#) and [buildings](#) (200 square feet or greater) (minor).

(B) [Animal hospitals](#) (major).

(C) Day care centers (major).

(D) Professional nonretail services, up to a maximum 25 percent of the commercial subdivision (major).

(E) [Temporary commercial uses](#) (see SMC [10.35.050](#)) (minor). [Ord. 21-30 § 1 (Exh. A); Ord. 14-10 § 1; Ord. 11-10 § 11; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Ord. 03-18; amended 2001, 1991; Code 1971 § 10-19-030.]

#### **10.90.040 Minimum lot standards.**

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

(A) Lot area: no minimum required.

(B) Lot width: as required by [site plan](#) review.

(C) Front yard: 15 feet.

(D) Side yards: as required by [site plan](#) review.

(E) Rear yard: 10 feet.

(F) [Building](#) height: the height of [buildings](#) over 35 feet may be equal to the horizontal distance from the nearest [zone](#) boundary line. [Buildings](#) 35 feet high or less may be permitted within 10 feet of the [zone](#) boundary line. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 2001, 1991; Code 1971 § 10-19-040.]

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

Off-street parking and loading shall be provided as specified in Chapter [10.40](#) SMC. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-19-050.]

#### **10.90.060 Signs.**

The [signs](#) permitted in this [zone](#) shall be those allowed in commercial [zones](#) by Chapter [10.45](#) SMC. [Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-19-060.]

#### **10.90.070 Special provisions.**

(A) All lots, parcels, or sites shall have a minimum 15 percent of the total [area](#) landscaped, including all required [front yards](#), installed within four months of occupancy and permanently maintained in good condition.

(1) [Turfgrass](#) is not to exceed 15 percent of the total landscaped [area](#).

(2) No [turfgrass](#) in [parkstrips](#).

(3) Drip irrigation only in landscape [areas](#) less than eight feet wide.

(B) Temporary [buildings](#) for [temporary commercial uses](#) shall meet the provisions of the currently adopted edition of the International [Building](#) Code and must be sufficiently anchored to withstand a 100-mile-per-hour wind.

(C) Commercial [uses](#) that require grease traps/interceptors shall locate such devices on the outside of the restaurant or food service [building](#) and frequently and effectively service such devices to maintain them in satisfactory working order to protect the sanitary sewer system from excessive contaminants. A licensed hauler shall dispose of all materials removed from a grease trap/interceptor at an approved disposal site in a lawful manner. Restaurant, food service businesses, or commercial [uses](#) of used fryer oil shall dispose of such oil into a self-contained oil rendering tank for disposal and transport. Outside or “refuse/dumpster” storage of oil-rendering barrels or other containers is prohibited.

(D) In order to minimize the possibility of commercial properties becoming blighted, retail establishments of 40,000 square feet or greater shall enter into a facility [use](#) agreement with the City prior to the issuance of a [building](#) permit. Additionally, the owner shall submit a facility maintenance plan as required in subsection (D)(3) of this section 30 days prior to the owner vacating the [building](#).

(1) The term “vacant” or “vacate” as used herein shall mean that no business activity is undertaken from the retail establishment for a period of 180 consecutive days.

(2) The facility [use](#) agreement shall outline the responsibility of the owner to remove the [building](#), should it become vacant for more than three and one-half consecutive years, and shall provide legal remedies to enforce the terms of the agreement. In the event a [building](#) is vacant for more than three and one-half consecutive years, the owner shall remove the [building](#) and restore the property to a safe and compatible condition. The facility [use](#) agreement shall be in substantially the following form, which form is hereby adopted as part of this title.

#### Facility [Use](#) Agreement

AN AGREEMENT BY AND BETWEEN \_\_\_\_\_, A \_\_\_\_\_ HEREINAFTER REFERRED TO AS OWNER, AND SYRACUSE CITY, A MUNICIPAL CORPORATION HEREINAFTER REFERRED TO AS CITY.

#### Recitals

(1) The Owner desires to construct a commercial facility, at approximately \_\_\_\_\_, in Syracuse City to conduct a business known as \_\_\_\_\_.

(2) The City has adopted [ordinances](#) to govern the development of commercial property within Syracuse City designed to protect the health, safety, and welfare of the community.

(3) The City has valid concern that blighted conditions might occur should said facility or [structure](#) become vacant for an extended period of time.

(4) The Owner and City are desirous to minimize impact to the community should the [building](#) become vacant.

#### Agreement

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions set forth herein, and other good and valuable consideration, the Owner and City agree as follows:

(1) Owner will provide the City a written facility management plan 30 days prior to vacating the [building](#) which outlines plans to maintain the property according to City [Ordinance](#). Failure to do so will constitute a breach of this Agreement and entitle the City to injunctive relief to enforce the provisions hereof.

(2) Should the [building](#) remain vacant for 42 consecutive months, the City shall provide written notice to the Owner, at the address as it appears on this Agreement, ordering Owner to remove the [building](#) and restore the property to a condition that does not distract from surrounding businesses.

(3) Should the Owner fail to comply with the City's request to remove the [building](#) within 30 days from the mailing date of said notice to the Owner, the City may file suit for specific performance to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (Signed, witnessed, and/or attested)

(3) In the event, for any reason, the retail establishment chooses to vacate the premises for a period of six months or greater, the owner shall submit a facility maintenance plan to the City 30 days prior to vacating. The maintenance plan shall include:

- (a) The estimated time the facility will be vacant.
- (b) Detailed plans to maintain the property during the time it will be vacant.
- (c) Method of securing all entrances to the facility.
- (d) Plans to restrict access to off-street parking.
- (e) Plans to remove all advertisement and business signage.
- (f) Plans to market the property.

(E) Existing residential and accessory [structures](#) in this [zone](#) may be converted for commercial purposes if the property meets all the following conditions:

- (1) The proposed [use](#) for the [structure](#) conforms to the [permitted use](#) for this [zone](#).
- (2) The proposed [use](#) of the [building](#) does not adversely impact the surrounding [area](#).
- (3) The primary residential [structure](#) adds appeal and character to the [area](#), and the property owner ensures appropriate maintenance of all existing [structures](#) on the property as well as the entire property itself in order to keep the appeal.
- (4) The lot size has a minimum of 21,780 square feet.
- (5) The parcel has a minimum 110 feet of [frontage](#) on an existing [public street](#).
- (6) [Setbacks](#) comply with the established minimum requirements for this [zone](#) and receive approval with [site plan](#).
- (7) The lot has an existing driveway access from a [public street](#) and receives approval with [site plan](#) for any proposed modifications to said driveway (the Utah Department of Transportation shall also approve any access located on a state road).
- (8) All off-street parking complies with the requirements in Chapter [10.40](#) SMC and receives approval with [site plan](#).
- (9) All [signs](#) and lighting complies with the requirements in Chapter [10.45](#) SMC and receives approval with [site plan](#).
- (10) All landscape and buffering complies with the established requirements in Chapter [10.30](#) SMC and receives approval with [site plan](#).
- (11) The [Building](#) and Fire Departments inspect and approve the [use](#).

(F) In order to maximize the availability of commercial and retail space for commercial and retail businesses in this [zone](#), the amount of space available for professional businesses shall be limited to no more than 20 percent of the gross [floor area](#) available for lease or purchase in any commercial development. Professional business shall include but not be limited to physicians, dentists, lawyers, accountants, real estate agents, insurance agents, artists, planners, architects, engineers, travel agencies, and similar professional businesses. [Ord. 22-08 § 1 (Exh. A); Ord. 11-10 § 11; Ord. 11-02 § 1 (Exh. A); Ord. 08-11 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 2001, 1991; Code 1971 § 10-19-070.]

**10.90.080 Development theme.**

Development in this [zone](#) shall conform to an approved development theme. The theme shall be approved by the [City Council](#), and shall conform to the provisions outlined in the [area's](#) master plan. [Ord. 11-02 § 1 (Exh. A); Ord. 08-11 § 1 (Exh. A); Code 1971 § 10-19-080.]

**10.90.090 Development plan.**

To ensure development conforms to the [area's](#) master plan, City staff shall review and approve all development plans. Drawings should include the placement of [buildings](#) and their [uses](#), [landscaping](#), parking, lighting, and design guidelines outlined in the [area's](#) master plan. The Architectural Review Committee shall likewise review and approve the plans prior to consideration and recommendation by the [Planning Commission](#). [Ord. 11-02 § 1 (Exh. A); Ord. 08-11 § 1 (Exh. A); Code 1971 § 10-19-090.]

**10.90.100 Architectural Review Committee.**

Developments within the GC [zone](#) are required to be reviewed by the Architectural Review Committee in accordance with Chapter [10.28](#) SMC, Architectural Review Committee and Design Standards. [Ord. 13-11 § 1; Ord. 11-02 § 1 (Exh. A); Ord. 08-11 § 1 (Exh. A); Code 1971 § 10-19-100.]

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The Syracuse Municipal Code is current through Ordinance 26-09, passed May 12, 2026.

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

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

City Telephone: (801) 614-9633

Codification services provided by [General Code](#)



# COUNCIL AGENDA

## July 28, 2026

### Agenda Item “e”

### Fire Department Ambulance Replacement

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

- Due to the emergency nature and the need to have reliable emergency equipment, the Syracuse City fleet assessment has planned to replace fire department ambulances on a 10-year rotation. During a Syracuse ambulance's lifetime, it spends 5 years as a first-out response vehicle and 5 years as a backup vehicle.
- Syracuse Fire currently has a 2015 Ford ambulance that reached its 10-year birthday in 2025. This ambulance is currently in our fleet assessment plan for replacement in FY28.
- Due to factors beyond our control, current lead times for ambulance purchases are up to 18 months, requiring us to begin the ordering process now for delivery in the FY28 budget.
- The purchase price of the chassis and ambulance box will be locked in upon contract, and payment will not be required until delivery in FY28.
- The ambulance will be ordered following the Syracuse City Purchasing Policy.
- The purchase price of the ambulance and related equipment is \$460,000.
- Once the new ambulance is in service in FY28, with Council approval, we will surplus the 2015 Ford ambulance and return money to the general fund.

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

The following items outline the actions to be taken:

1. Discussion on allowing the fire department to proceed with ordering an ambulance for FY28.



# COUNCIL AGENDA

July 28, 2026

Submitted by Colin Winchester

## Agenda Item “P”

### ORDINANCE 2026-XX

### PROTECTIVE HEADGEAR FOR E-BIKES AND E-SCOOTERS

#### *Factual Summation*

- A recent change to Utah law requires persons under age 21 *on a highway* to wear protective headgear while operating or riding on or in any all-terrain vehicle, electric assisted bicycle, high power electric device, motorcycle, autocycle, moped or motor assisted scooter.
- Utah law allows local governments to enact ordinances requiring the wearing of protective headgear while operating or riding on or in such devices *in other areas*.
- Staff recommend that the City Council adopt an ordinance requiring persons under age 21 *on public property (in addition to highways)* to wear protective headgear while operating or riding on or in any all-terrain vehicle, electric assisted bicycle, high power electric device, motorcycle, autocycle, moped or motor assisted scooter.

#### *Discussion Goals*

Discuss and vote whether to advance proposed Ordinance 2026-XX to the next available business meeting for Council action.

**ORDINANCE 2026-XX**  
**AN ORDINANCE ADOPTING SYRACUSE MUNICIPAL CODE SECTION 11.15.040**  
**PROTECTIVE HEADGEAR**

**WHEREAS**, Utah state law requires persons under age 21 on a highway to wear protective headgear while operating or riding on or in any all-terrain vehicle, electric assisted bicycle, high power electric device, motorcycle, autocyte, moped or motor assisted scooter; and

**WHEREAS**, Utah state law allows local governments to enact ordinances requiring the wearing of protective headgear while operating or riding on or in such devices in additional areas; and

**WHEREAS**, the City Council is concerned about the welfare and safety of persons who operate or ride on or in any all-terrain vehicle, electric assisted bicycle, high power electric device, motorcycle, autocyte, moped or motor assisted scooter on public property in addition to highways;

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

Section 1. Syracuse Municipal Code Section 11.15.040 is hereby adopted to read as attached hereto.

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

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 11TH DAY OF AUGUST, 2026.**

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CASSIE Z. BROWN  
City Recorder

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DAVE MAUGHAN  
Mayor

Voting by the Council:

AYE

NAY

Councilmember Brown

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Councilmember Cragun

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Councilmember Pollard

\_\_\_\_\_

\_\_\_\_\_

Councilmember Robertson

\_\_\_\_\_

\_\_\_\_\_

Councilmember Watson

\_\_\_\_\_

\_\_\_\_\_

11.15.040 Protective Headgear.

(A) For purposes of this section:

(1) “Protective headgear” for all-terrain vehicles, high power electric devices, motorcycles, autocycles and mopeds means headgear that complies with 49 C.F.R. Section 571.218, commonly referred to as a motorcycle helmet.

(2) “Protective headgear” for electric assisted bicycles and motor assisted scooters means headgear that complies with 16 C.F.R. Part 1203, commonly referred to as a bicycle helmet.

(3) “Public property” means any highway, street, public right-of-way, sidewalk, trail, park, or multi-use open space within Syracuse City.

(B) All persons under age 21 on public property shall wear properly positioned protective headgear while operating or riding on or in any all-terrain vehicle, electric assisted bicycle, high power electric device, motorcycle, autocycle, moped or motor assisted scooter.

(C) A violation of this section is an infraction.

(D) Upon conviction of a first violation of this section, a court may not impose a fine exceeding:

(1) \$25 for an individual who violates this section while operating or riding on an electric assisted bicycle or motor assisted scooter; and

(2) \$110 for an individual who violates this section while operating or riding in or on an all-terrain vehicle, high power electric device, motorcycle, autocycle or moped.



# CITY COUNCIL AGENDA

July 28, 2026

## Agenda Item “g”

Authorize Mayor Maughan to execute Real Estate Purchase Contracts (REPC) for the property located at approximately 508 West and 2700 South – home for sale.

### *Factual Summation*

- Any question regarding this agenda item may be directed at Stephen Marshall, Assistant City Manager.
- Please review the attached REPC and addendum.
- The city purchased the 508 West home in 2019 to widen 500 West. At the time the property was purchased for \$271,000.
- The city appraised the property on 04/15/2026. The appraised value is \$344,000.



- Please review the attached disposition checklist for all applicable laws and requirements for sale of the home.
- The home was placed on the market on June 19, 2026 for a period of 30 days as requested by the city council.
- We received a total of 12 offers. The highest and best offer net of realtor fees, concessions, and title and escrow fees was \$353,734.

- The offer is from Michelle & Talon Labaron with the following details:
  - Offer Price: \$376,000
  - Buyer and Seller Commission: **-\$18,800**
  - Concessions: **-\$500**
  - Title, Escrow, and Closing: **-\$2,966**
  - Net proceeds to city: \$353,734
- Per UCA 10-2-2(1) and our surplus property policy:
  - Council must determine that the sale is in the public interest and complies with applicable laws and ordinances
  - Council must disclose the proposed purchaser and the purchase price
  - Council approves the sale of the home

***Discussion Goals***

*Discuss and vote whether to authorize the Mayor to execute the REPC for the sale of the home at 508 West 2700 South.*

**Surplus Property Disposition Checklist – Sale of Significant Parcels of Real Property**

Prepared by Colin Winchester, Syracuse City Attorney

July 10, 2026

| <b>Action</b>                                                                                                                                                 | <b>Notes</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Source</b>                                                       | <b>Completion Date/Notes</b>                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|------------------------------------------------|
| Staff identifies property as potential surplus and determines that property is significant parcel                                                             | <b>Public Hearing</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Surplus Property Policy                                             | May 12, 2026                                   |
| In a public meeting, Council designates property as surplus, determines disposal method, and authorizes disposition<br><br>Council may authorize an appraisal | <ul style="list-style-type: none"><li>• General policy is disposal by publicly advertised competitive bid</li><li>• Council may authorize a disposal method other than competitive bid (Council should consider whether there is an advantage to the City to forego the competitive bid process and whether there is a real or perceived conflict of interest for any member of the Council)</li><li>• Council may authorize disposal by public auction (Council must determine that public auction is desirable and in City's best interest)</li></ul> | Surplus Property Policy<br><br>SMC 13.40.060<br><br>UCA 11-1-203(1) | RFP for Realtor Services posted April 15, 2026 |
| Publish intent to dispose on city's website or a real estate offering website for at least 45 consecutive days                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | UCA 11-1-203(1)                                                     | May 5, 2026                                    |
| Post physical sign on property that property is available and offers may be made to the City                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | UCA 11-1-203(1)                                                     | June 19, 2026                                  |
| Council holds public hearing                                                                                                                                  | <ul style="list-style-type: none"><li>• Council must determine that the sale is in the public interest and complies with applicable laws and ordinances</li><li>• Council must disclose the proposed purchaser and the purchase price</li><li>• Council approves the sale</li></ul>                                                                                                                                                                                                                                                                     | Surplus Property Policy<br><br>UCA 10-8-2(1)                        | July 28, 2026                                  |
| All sales are final and without warranty ("as is")                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Surplus Property Policy                                             | TBD                                            |
| Payment must be received by City within 72 hours of closing                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Surplus Property Policy                                             | TBD                                            |

**REAL ESTATE PURCHASE CONTRACT**

This is a legally binding Real Estate Purchase Contract ("REPC"). Utah law requires real estate licensees to use this form. Buyer and Seller, however, may agree to alter or delete its provisions or to use a different form. If you desire legal or tax advice, consult your attorney or tax advisor.

**EARNEST MONEY DEPOSIT**

On this 19 day of July, 2026 ("Offer Reference Date") Michelle LeBaron, Talon Jeffery ("Buyer") offers to purchase from Syracuse City Corp. ("Seller") the Property described below and agrees to deliver no later than four (4) calendar days after Acceptance (as defined in Section 23), an Earnest Money Deposit in the amount of \$ 5,000.00 in the form of Check. After Acceptance of the REPC by Buyer and Seller, and receipt of the Earnest Money by the Brokerage, the Brokerage shall have four (4) calendar days in which to deposit the Earnest Money into the Brokerage Real Estate Trust Account.

**OFFER TO PURCHASE****1. PROPERTY: 508 W 2700 S**

City of Syracuse, County of Davis, State of Utah, Zip 84075 Tax ID No. 12-081-0148 (the "Property"). Any reference below to the term "Property" shall include the Property described above, together with the Included Items and water rights/water shares, if any, referenced in Sections 1.1, 1.2 and 1.4.

**1.1 Included Items.** Unless excluded herein, this sale includes the following items if presently owned and in place on the Property: plumbing, heating, air conditioning fixtures and equipment; solar panels; ovens, ranges and hoods; cook tops; dishwashers; ceiling fans; water heaters; water softeners; light fixtures and bulbs; bathroom fixtures and bathroom mirrors; all window coverings including curtains, draperies, rods, window blinds and shutters; window and door screens; storm doors and windows; awnings; satellite dishes; all installed TV mounting brackets; all wall and ceiling mounted speakers; affixed carpets; automatic garage door openers and accompanying transmitters; security system; fencing and any landscaping.

**1.2 Other Included Items.** The following items that are presently owned and in place on the Property have been left for the convenience of the parties and are also included in this sale (check applicable box): ☐ washers ☐ dryers ☐ refrigerators ☐ microwave ovens

☒ other (specify)

Microwave; Refrigerator; Storage Shed(s)

The above checked items shall be conveyed to Buyer under separate bill of sale with warranties as to title. In addition to any boxes checked in this Section 1.2 above, there ☐ ARE ☒ ARE NOT additional items of personal property Buyer intends to acquire from Seller at Closing by separate written agreement.

**1.3 Excluded Items.** The following items are excluded from this sale: \_\_\_\_\_

**1.4 Water Service.** The Purchase Price for the Property shall include all water rights/water shares, if any, that are the legal source for Seller's current culinary water service and irrigation water service, if any, to the Property. The water rights/water shares will be conveyed or otherwise transferred to Buyer at Closing by applicable deed or legal instruments. The following water rights/water shares, if applicable, are specifically excluded from this sale: \_\_\_\_\_

**2. PURCHASE PRICE.**

**2.1 Payment of Purchase Price.** The Purchase Price for the Property is \$ 376,000.00. Except as provided in this Section, the Purchase Price shall be paid as provided in Sections 2.1(a) through 2.1(e) below. Any amounts shown in Sections 2.1(c) and 2.1(e) may be adjusted as deemed necessary by Buyer and the Lender (the "Lender").

|                      |                                                                                                                                                                           |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| \$ <u>5,000.00</u>   | (a) <b>Earnest Money Deposit.</b> Under certain conditions described in the REPC, this deposit may become totally non-refundable.                                         |
| \$ _____             | (b) <b>Additional Earnest Money Deposit</b> (see Section 8.4 if applicable)                                                                                               |
| \$ <u>341,000.00</u> | (c) <b>New Loan.</b> Buyer may apply for mortgage loan financing (the "Loan") on terms acceptable to Buyer: If an FHA/VA loan applies, see attached FHA/VA Loan Addendum. |
| \$ _____             | (d) <b>Seller Financing</b> (see attached Seller Financing Addendum)                                                                                                      |
| \$ <u>30,000.00</u>  | (e) <b>Balance of Purchase Price in Cash at Settlement</b>                                                                                                                |
| \$ <u>376,000.00</u> | <b>PURCHASE PRICE. Total of lines (a) through (e)</b>                                                                                                                     |

**2.2 Sale of Buyer's Property.** Buyer's ability to purchase the Property, to obtain the Loan referenced in Section 2.1(c) above, and/or any portion of the cash referenced in Section 2.1(e) above ☐ IS ☒ IS NOT conditioned upon the sale of real estate owned by Buyer. If checked in the affirmative, the terms of the attached subject to sale of Buyer's property addendum apply.

**3. SETTLEMENT AND CLOSING.**

**3.1 Settlement.** Settlement shall take place no later than the Settlement Deadline referenced in Section 24(d), or as otherwise mutually agreed by Buyer and Seller in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed

Page 1 of 6 pages    Buyer's Initials TL    Date 07/19/2026    Seller's Initials \_\_\_\_\_    Date \_\_\_\_\_

and delivered to each other or to the escrow/closing office all documents required by the REPC, by the Lender, by the title insurance and escrow/closing offices, by written escrow instructions (including any split closing instructions, if applicable), or by applicable law; (b) any monies required to be paid by Buyer or Seller under these documents (except for the proceeds of any Loan) have been delivered by Buyer or Seller to the other party, or to the escrow/closing office, in the form of cash, wire transfer, cashier's check, or other form acceptable to the escrow/closing office.

**3.2 Closing.** For purposes of the REPC, "Closing" means that: (a) Settlement has been completed; (b) the proceeds of any new Loan have been delivered by the Lender to Seller or to the escrow/closing office; and (c) the applicable Closing documents have been recorded in the office of the county recorder ("Recording"). The actions described in 3.2 (b) and (c) shall be completed no later than four calendar days after Settlement.

**3.3 Possession.** Except as provided in Section 6.1(a) and (b), Seller shall deliver physical possession of the Property to Buyer as follows: ☒ **Upon Recording;** ☐ **\_\_\_\_ Hours after Recording;** ☐ **\_\_\_\_ Calendar Days after Recording.** Any contracted rental of the Property prior to or after Closing, between Buyer and Seller, shall be by separate written agreement. Seller and Buyer shall each be responsible for any insurance coverage each party deems necessary for the Property including any personal property and belongings. The provisions of this Section 3.3 shall survive Closing.

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

**4.1 Prorations.** All prorations, including, but not limited to, homeowner's association dues, property taxes for the current year, rents, and interest on assumed obligations, if any, shall be made as of the Settlement Deadline referenced in Section 24(d), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The provisions of this Section 4.1 shall survive Closing.

**4.2 Special Assessments.** Any assessments for capital improvements as approved by the homeowner's association ("HOA") (pursuant to HOA governing documents) or as assessed by a municipality or special improvement district, prior to the Settlement Deadline shall be paid for by:

☒ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** \_\_\_\_\_  
The provisions of this Section 4.2 shall survive Closing.

#### **4.3 Fees/Costs/Payment Obligations.**

**(a) Escrow Fees.** Unless otherwise agreed to in writing, Seller and Buyer shall each pay their respective fees charged by the escrow/closing office for its services in the settlement/closing process. The provisions of this Section 4.3(a) shall survive Closing.

**(b) Rental Deposits/Prepaid Rents.** Rental deposits (including, but not limited to, security deposits, cleaning deposits and prepaid rents) for long term lease or rental agreements, as defined in Section 6.1(a), and short-term rental bookings, as defined in Section 6.1(b), not expiring prior to Closing, shall be paid or credited by Seller to Buyer at Settlement. The provisions of this Section 4.3(b) shall survive Closing.

**(c) HOA/Other Entity Fees Due Upon Change of Ownership.** Some HOA's, special improvement districts and/or other specially planned areas, under their governing documents charge a fee that is due to such entity as a result of the transfer of title to the Property from Seller to Buyer. Such fees are sometimes referred to as transfer fees, community enhancement fees, HOA reinvestment fees, etc. (collectively referred to in this section as "change of ownership fees"). Regardless of how the change of ownership fee is titled in the applicable governing documents, if a change of ownership fee is due upon the transfer of title to the Property from Seller to Buyer, that change of ownership fee shall, at Settlement, be paid for by:

☒ **Seller** ☐ **Buyer** ☐ **Split Equally Between Buyer and Seller** ☐ **Other (explain)** \_\_\_\_\_ The provisions of this Section 4.3(c) shall survive Closing

**(d) Utility Services.** Buyer agrees to be responsible for all utilities and other services provided to the Property after the Settlement Deadline. The provisions of this Section 4.3(d) shall survive Closing.

**(e) Real Estate Brokerage Compensation.** Seller and Buyer agree that Seller shall contribute **2.5%** of the Purchase Price to Buyer's Brokerage or \$\_\_\_\_\_ to Buyer's Brokerage, if applicable ("Seller's Compensation Contribution"). If no amount is entered, then Seller has not agreed to compensate Buyer's Brokerage in the REPC. This payment shall be made in addition to any other compensation agreed to by the Seller's Brokerage to Buyer's Brokerage, if applicable. Buyer agrees that Seller's Compensation Contribution, combined with any other payment from Seller's Brokerage, if applicable, to Buyer's Brokerage, shall not exceed the amount agreed to between Buyer and Buyer's Brokerage in their written buyer-broker agreement. The provisions of this Section 4.3(e) shall survive Closing.

**(f) Sales Proceeds Withholding.** Buyer and Seller authorize and direct the escrow/closing office to withhold from Seller's proceeds at Closing, sufficient funds to pay off on Seller's behalf all mortgages, trust deeds, judgments, mechanic's liens, tax liens, real estate brokerage compensation, and warrants. The provisions of this Section 4.3(f) shall survive Closing.

**5. CONFIRMATION OF AGENCY DISCLOSURE.** Buyer and Seller acknowledge prior written receipt of agency disclosure provided by their respective agent that has disclosed the agency relationships confirmed below. At the signing of the REPC:

Seller's Agent(s) Darin Kidd, represent(s) ☒ **Seller** ☐ **both Buyer and Seller as Limited Agent(s);**

Seller's Agent(s) Utah Real Estate License Number(s): 5858663

Seller's Brokerage EXP Realty, LLC, represents ☒ **Seller** ☐ **both Buyer and Seller as Limited Agent;**

Seller's Brokerage Utah Real Estate License Number: 9856926

Buyer's Agent(s) Brennan Norman, represent(s) ☒ **Buyer** ☐ **both Buyer and Seller as Limited Agent(s);**

Buyer's Agent(s) Utah Real Estate License Number(s): 12653877 - SA00

Buyer's Brokerage RE/MAX Associates (Layton), represents ☒ **Buyer** ☐ **both Buyer and Seller as Limited Agent;**

Buyer's Brokerage Utah Real Estate License Number: 11189123 - B000

**6. TITLE & TITLE INSURANCE.**

**6.1 Title to Property.** Seller represents that Seller has fee title to the Property and will convey marketable title to the Property to Buyer at Closing by general warranty deed. Buyer does agree to accept title to the Property subject to the contents of the Commitment for Title Insurance (the "Commitment") provided by Seller under Section 7, and as reviewed and approved by Buyer under Section 8.

(a) **Long-Term Lease or Rental Agreements.** Buyer agrees to accept title to the Property subject to any long-term tenant lease or rental agreements (meaning for periods of thirty (30) or more consecutive days) affecting the Property not expiring prior to Closing. Buyer also agrees to accept title to the Property subject to any existing rental and property management agreements affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(a) shall survive Closing.

(b) **Short-Term Rental Bookings.** Buyer agrees to accept title to the Property subject to any short-term rental bookings (meaning for periods of less than thirty (30) consecutive days) affecting the Property not expiring prior to Closing. The provisions of this Section 6.1(b) shall survive Closing.

**6.2 Title Insurance.** At Settlement, Seller agrees to pay for and cause to be issued in favor of Buyer, through the title insurance agency that issued the Commitment (the "Issuing Agent"), the most current version of the *ALTA Homeowner's Policy of Title Insurance* (the "*Homeowner's Policy*"). If the *Homeowner's Policy* is not available through the Issuing Agent, Buyer and Seller further agree as follows: (a) Seller agrees to pay for the *Homeowner's Policy* if available through any other title insurance agency selected by Buyer; (b) if the *Homeowner's Policy* is not available either through the Issuing Agent or any other title insurance agency, then Seller agrees to pay for, and Buyer agrees to accept, the most current available version of an *ALTA Owner's Policy of Title Insurance* ("*Owner's Policy*") available through the Issuing Agent.

**7. SELLER DISCLOSURES.** No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents in hard copy or electronic format which are collectively referred to as the "Seller Disclosures":

- (a) a written Seller property condition disclosure for the Property, completed, signed and dated by Seller as provided in Section 10.3;
- (b) a *Lead-Based Paint Disclosure & Acknowledgement* for the Property, completed, signed and dated by Seller (only if the Property was built prior to 1978);
- (c) a Commitment for Title Insurance as referenced in Section 6.1;
- (d) a copy of any restrictive covenants (CC&R's), rules and regulations affecting the Property;
- (e) a copy of the most recent minutes, budget and financial statement for the homeowners' association, if any;
- (f) a copy of any long-term tenant lease or rental agreements affecting the Property not expiring prior to Closing;
- (g) a copy of any short-term rental booking schedule (as of the Seller Disclosure Deadline) for guest use of the Property after Closing;
- (h) a copy of any existing property management agreements affecting the Property;
- (i) evidence of any water rights and/or water shares referenced in Section 1.4;
- (j) written notice of any claims and/or conditions known to Seller relating to environmental problems and building or zoning code violations;
- (k) In general, the sale or other disposition of a U.S. real property interest by a foreign person is subject to income tax withholding under the *Foreign Investment in Real Property Tax Act of 1980* (FIRPTA). A "foreign person" includes a non-resident alien individual, foreign corporation, partnership, trust or estate. If FIRPTA applies to Seller, Seller is advised that Buyer or other qualified substitute may be legally required to withhold this tax at Closing. In order to avoid closing delays, if Seller is a foreign person under FIRPTA, Seller shall advise Buyer in writing; and
- (l) Other (specify) \_\_\_\_\_

**8. BUYER'S CONDITIONS OF PURCHASE.**

**8.1 DUE DILIGENCE CONDITION.** Buyer's obligation to purchase the Property: ☒ **IS** ☐ **IS NOT** conditioned upon Buyer's Due Diligence as defined in this Section 8.1(a) below. This condition is referred to as the "Due Diligence Condition." If checked in the affirmative, Sections 8.1(a) through 8.1(c) apply; otherwise they do not.

(a) **Due Diligence Items.** Buyer's Due Diligence shall consist of Buyer's review and approval of the contents of the Seller Disclosures referenced in Section 7, and any other tests, evaluations and verifications of the Property deemed necessary or appropriate by Buyer, such as: the physical condition of the Property; the existence of any hazardous substances, environmental issues or geologic conditions; the square footage or acreage of the land and/or improvements; the condition of the roof, walls, and foundation; the condition of the plumbing, electrical, mechanical, heating and air conditioning systems and fixtures; the condition of all appliances; the costs and availability of homeowners' insurance and flood insurance, if applicable; water source, availability and quality; the location of property lines; regulatory use restrictions or violations; fees for services such as HOA dues, municipal services, and utility costs; convicted sex offenders residing in proximity to the Property; and any other matters deemed material to Buyer in making a decision to purchase the Property. Unless otherwise provided in the REPC, all of Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence. Buyer agrees to pay for any damage to the Property resulting from any such inspections or tests during the Due Diligence.

(b) **Buyer's Right to Cancel or Resolve Objections.** If Buyer determines, in Buyer's sole discretion, that the results of the Due Diligence are unacceptable, Buyer may either: (i) no later than the Due Diligence Deadline referenced in Section 24(b), cancel the REPC by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller; or (ii) no later than the Due Diligence Deadline referenced in Section 24(b), resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence.

(c) **Failure to Cancel or Resolve Objections.** If Buyer fails to cancel the REPC or fails to resolve in writing with Seller any objections Buyer has arising from Buyer's Due Diligence, as provided in Section 8.1(b), Buyer shall be deemed to have waived the Due Diligence Condition, and except as provided in Sections 8.2(a) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

**8.2 APPRAISAL CONDITION.** Buyer's obligation to purchase the Property: ☒ **IS** ☐ **IS NOT** conditioned upon the Property appraising for not less than the Purchase Price. This condition is referred to as the "Appraisal Condition." If checked in the affirmative, Sections 8.2(a) and 8.2(b) apply; otherwise they do not.

**(a) Buyer's Right to Cancel.** If after completion of an appraisal by a licensed appraiser, Buyer receives written notice from the Lender or the appraiser that the Property has appraised for less than the Purchase Price (a "Notice of Appraised Value"), Buyer may cancel the REPC by providing written notice to Seller (with a copy of the Notice of Appraised Value) no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon the Earnest Money Deposit shall be released to Buyer without the requirement of further written authorization from Seller.

**(b) Failure to Cancel.** If the REPC is not cancelled as provided in this section 8.2, Buyer shall be deemed to have waived the Appraisal Condition, and except as provided in Sections 8.1(b) and 8.3(b)(i), the Earnest Money Deposit shall become non-refundable.

**8.3 FINANCING CONDITION. (Check Applicable Box)**

**(a) ☐ No Financing Required.** Buyer's obligation to purchase the Property **IS NOT** conditioned upon Buyer obtaining financing. If checked, Section 8.3(b) below does NOT apply.

**(b) ☒ Financing Required.** Buyer's obligation to purchase the Property **IS** conditioned upon Buyer obtaining the Loan referenced in Section 2.1(c). This Condition is referred to as the "Financing Condition." If checked, Sections 8.3(b)(i), (ii) and (iii) apply; otherwise they do not. If the REPC is not cancelled by Buyer as provided in Sections 8.1(b) or 8.2(a), then Buyer agrees to work diligently and in good faith to obtain the Loan.

**(i) Buyer's Right to Cancel Before the Financing & Appraisal Deadline.** If Buyer, in Buyer's sole discretion, is not satisfied with the terms and conditions of the Loan, Buyer may, after the Due Diligence Deadline referenced in Section 24(b), if applicable, cancel the REPC by providing written notice to Seller no later than the Financing & Appraisal Deadline referenced in Section 24(c); whereupon \$ 0.00 of Buyer's Earnest Money Deposit shall be released to Seller without the requirement of further written authorization from Buyer, and the remainder of Buyer's Earnest Money Deposit shall be released to Buyer without further written authorization from Seller.

**(ii) Buyer's Right to Cancel After the Financing & Appraisal Deadline.** If after expiration of the Financing & Appraisal Deadline referenced in Section 24(c), Buyer fails to obtain the Loan, meaning that the proceeds of the Loan have not been delivered by the Lender to the escrow/closing office as required under Section 3.2, then Buyer shall not be obligated to purchase the Property and Buyer or Seller may cancel the REPC by providing written notice to the other party.

**(iii) Earnest Money Deposit(s) Released to Seller.** If the REPC is cancelled as provided in Section 8.3(b)(ii), Buyer agrees that all of Buyer's Earnest Money Deposit, or Deposits, if applicable (see Section 8.4 below), shall be released to Seller without the requirement of further written authorization from Buyer. Seller agrees to accept, as Seller's exclusive remedy, the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages. Buyer and Seller agree that liquidated damages would be difficult and impractical to calculate, and the Earnest Money Deposit, or Deposits, if applicable, is a fair and reasonable estimate of Seller's damages in the event Buyer fails to obtain the Loan.

**8.4 ADDITIONAL EARNEST MONEY DEPOSIT.** If the REPC has not been previously canceled by Buyer as provided in Sections 8.1, 8.2 or 8.3, as applicable, then no later than the Due Diligence Deadline, or the Financing & Appraisal Deadline, whichever is later, Buyer: ☐ **WILL** ☒ **WILL NOT** deliver to the Buyer's Brokerage, an Additional Earnest Money Deposit in the amount of \$ 0.00. The Earnest Money Deposit and the Additional Earnest Money Deposit, if applicable, are sometimes referred to herein as the "Deposits". The Earnest Money Deposit, or Deposits, if applicable, shall be credited toward the Purchase Price at Closing.

**9. ADDENDA.** There ☐ **ARE** ☒ **ARE NOT** addenda to the REPC containing additional terms. If there are, the terms of the following addenda are incorporated into the REPC by this reference: ☐ **Addendum No.** \_\_\_\_\_ ☐ **Seller Financing Addendum** ☐ **FHA/VA Loan Addendum** ☐ **Other (specify)** \_\_\_\_\_.

**10. HOME WARRANTY PLAN / AS-IS CONDITION OF PROPERTY.**

**10.1 Home Warranty Plan.** A one-year Home Warranty Plan ☒ **WILL** ☐ **WILL NOT** be included in this transaction. If included, the Home Warranty Plan shall be ordered by ☒ **Buyer** ☐ **Seller** and shall be issued by a company selected by ☒ **Buyer** ☐ **Seller**. The cost of the Home Warranty Plan shall not exceed \$ 500.00 and shall be paid for at Settlement by ☐ **Buyer** ☒ **Seller**.

**10.2 Condition of Property/Buyer Acknowledgements.** Buyer acknowledges and agrees that in reference to the physical condition of the Property: (a) Buyer is purchasing the Property in its "As-Is" condition without expressed or implied warranties of any kind; (b) Buyer shall have, during Buyer's Due Diligence as referenced in Section 8.1, an opportunity to completely inspect and evaluate the condition of the Property; and (c) if based on the Buyer's Due Diligence, Buyer elects to proceed with the purchase of the Property, Buyer is relying wholly on Buyer's own judgment and that of any contractors or inspectors engaged by Buyer to review, evaluate and inspect the Property. The provisions of Section 10.2 shall survive Closing.

**10.3 Condition of Property/Seller Acknowledgements.** Seller acknowledges and agrees that in reference to the physical condition of the Property, Seller agrees to: (a) disclose in writing to Buyer defects in the Property known to Seller that materially affect the value of the Property that cannot be discovered by a reasonable inspection by an ordinary prudent Buyer; (b) carefully review, complete, and provide to Buyer a written Seller property condition disclosure as stated in Section 7(a); (c) deliver the Property to Buyer in substantially the same general condition as it was on the date of Acceptance, as defined in Section 23, ordinary wear and tear excepted; (d) deliver the Property to Buyer in broom-clean condition and free of debris and personal belongings; and (e) repair any Seller or tenant moving-related damage to the Property at Seller's expense. The provisions of Section 10.3 shall survive Closing.

**11 FINAL PRE-SETTLEMENT WALK-THROUGH INSPECTION.** No earlier than seven (7) calendar days prior to Settlement, and upon reasonable notice and at a reasonable time, Buyer may conduct a final pre-Settlement walk-through inspection of the Property to determine only that the Property is "as represented," meaning that the items referenced in Sections 1.1, 1.2 and 8.1(b)(ii) ("the items") are respectively present, repaired or corrected as agreed. The failure to conduct a walk-through inspection or to claim that an item is not as represented shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the items as represented.

**12. CHANGES DURING TRANSACTION.** Seller agrees that except as provided in Section 12.5 below, from the date of Acceptance until the date of Closing the following additional items apply:

**12.1 Alterations/Improvements to the Property.** No substantial alterations or improvements to the Property shall be made or undertaken without prior written consent of Buyer.

**12.2 Financial Encumbrances/Changes to Legal Title.** No further financial encumbrances to the Property shall be made, and no changes in the legal title to the Property shall be made without the prior written consent of Buyer.

**12.3 Property Management Agreements.** No changes to any existing property management agreements shall be made and no new property management agreements may be entered into without the prior written consent of Buyer.

**12.4 Long-Term Lease or Rental Agreements.** No changes to any existing tenant lease or rental agreements shall be made and no new long-term lease or rental agreements, as defined in Section 6.1(a), may be entered into without the prior written consent of Buyer.

**12.5 Short-Term Rental Bookings.** If the Property is made available for short-term rental bookings as defined in Section 6.1(b), Seller **MAY NOT** after the Seller Disclosure Deadline continue to accept short-term rental bookings for guest use of the property without the prior written consent of Buyer.

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

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

**15. MEDIATION.** Any dispute relating to the REPC arising prior to or after Closing: ☐ **SHALL** ☒ **MAY AT THE OPTION OF THE PARTIES** first be submitted to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding. The parties will jointly appoint an acceptable mediator and share equally in the cost of such mediation. If mediation fails, the other procedures and remedies available under the REPC shall apply. Nothing in this Section 15 prohibits any party from seeking emergency legal or equitable relief, pending mediation. The provisions of this Section 15 shall survive Closing.

#### **16. DEFAULT.**

**16.1 Buyer Default.** If Buyer defaults, Seller may elect one of the following remedies: (a) cancel the REPC and retain the Earnest Money Deposit, or Deposits, if applicable, as liquidated damages; (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Buyer to specifically enforce the REPC; or (c) return the Earnest Money Deposit, or Deposits, if applicable, to Buyer and pursue any other remedies available at law.

**16.2 Seller Default.** If Seller defaults, Buyer may elect one of the following remedies: (a) cancel the REPC, and in addition to the return of the Earnest Money Deposit, or Deposits, if applicable, Buyer may elect to accept from Seller, as liquidated damages, a sum equal to the Earnest Money Deposit, or Deposits, if applicable; or (b) maintain the Earnest Money Deposit, or Deposits, if applicable, in trust and sue Seller to specifically enforce the REPC; or (c) accept a return of the Earnest Money Deposit, or Deposits, if applicable, and pursue any other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

**17. ATTORNEY FEES AND COSTS/GOVERNING LAW.** In the event of litigation or binding arbitration arising out of the transaction contemplated by the REPC, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15. This contract shall be governed by and construed in accordance with the laws of the State of Utah. The provisions of this Section 17 shall survive Closing.

**18. NOTICES.** Except as provided in Section 23, all notices required under the REPC must be: (a) in writing; (b) signed by the Buyer or Seller giving notice; and (c) received by the Buyer or the Seller, or their respective agent, or by the brokerage firm representing the Buyer or Seller, no later than the applicable date referenced in the REPC.

**19. NO ASSIGNMENT.** The REPC and the rights and obligations of Buyer hereunder, are personal to Buyer. The REPC may not be assigned by Buyer without the prior written consent of Seller. Provided, however, the transfer of Buyer's interest in the REPC to any business entity in which Buyer holds a legal interest, including, but not limited to, a family partnership, family trust, limited liability company, partnership, or corporation (collectively referred to as a "Permissible Transfer"), shall not be treated as an assignment by Buyer that requires Seller's prior written consent. Furthermore, the inclusion of "and/or assigns" or similar language on the line identifying Buyer on the first page of the REPC shall constitute Seller's written consent only to a Permissible Transfer.

**20 INSURANCE & RISK OF LOSS.**

**20.1 Insurance Coverage.** As of Closing, Buyer shall be responsible to obtain casualty and liability insurance coverage on the Property in amounts acceptable to Buyer and Buyer's Lender, if applicable.

**20.2 Risk of Loss.** If prior to Closing, any part of the Property is damaged or destroyed by fire, vandalism, flood, earthquake, or act of God, the risk of such loss or damage shall be borne by Seller; provided however, that if the cost of repairing such loss or damage would exceed ten percent (10%) of the Purchase Price referenced in Section 2, either Seller or Buyer may elect to cancel the REPC by providing written notice to the other party, in which instance the Earnest Money Deposit, or Deposits, if applicable, shall be returned to Buyer.

**21. TIME IS OF THE ESSENCE.** Time is of the essence regarding the dates set forth in the REPC. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in the REPC: (a) performance under each Section of the REPC which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" and "calendar days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (e.g. Acceptance). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to the REPC, except as otherwise agreed to in writing by such non-party.

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

**23. ACCEPTANCE.** "Acceptance" occurs **only** when **all** of the following have occurred: (a) Seller or Buyer has signed the offer or counteroffer where noted to indicate acceptance; and (b) Seller or Buyer or their agent has communicated to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

**24. CONTRACT DEADLINES.** Buyer and Seller agree that the following deadlines shall apply to the REPC:

|                                    |                  |        |
|------------------------------------|------------------|--------|
| (a) Seller Disclosure Deadline     | <u>8/4/2026</u>  | (Date) |
| (b) Due Diligence Deadline         | <u>8/11/2026</u> | (Date) |
| (c) Financing & Appraisal Deadline | <u>8/18/2026</u> | (Date) |
| (d) Settlement Deadline            | <u>8/25/2026</u> | (Date) |

**25. OFFER AND TIME FOR ACCEPTANCE.** Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5 ☐ AM ☒ PM Mountain Time on July 29, 2026 (Date), this offer shall lapse; and the Brokerage shall return any Earnest Money Deposit to Buyer.

*RL Baron*

(Buyer's Signature)

07/19/2026

(Date)

*Talon LeBaron*

(Buyer's Signature)

07/19/2026

(Date)

**ACCEPTANCE/COUNTEROFFER/REJECTION****CHECK ONE:**

- ☐ **ACCEPTANCE OF OFFER TO PURCHASE:** Seller Accepts the foregoing offer on the terms and conditions specified above.
- ☐ **COUNTEROFFER:** Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified by the attached ADDENDUM No One
- ☐ **REJECTION:** Seller rejects the foregoing offer.

(Seller's Signature)

(Date)

(Time)

(Seller's Signature)

(Date)

(Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,  
EFFECTIVE DECEMBER 4, 2024.

**ADDENDUM NO. One  
TO  
REAL ESTATE PURCHASE CONTRACT**

THIS IS AN ☐ ADDENDUM ☒ COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of 07/19/2026, including all prior addenda and counteroffers, between Michelle LeBaron, Talon Jeffery LeBaron as Buyer, and Syracuse City Corp. as Seller, regarding the Property located at 546 W 2525 S, Syracuse, UT 84075. The following terms are hereby incorporated as part of the REPC:

- 1-Sellers are a government entity and have never occupied the property.
- 2- In reference to section 7 of REPC seller disclosures are omitted from this contract.
- 3-Home is being sold as is.
- 4-\$2,500 of Earnest Money becomes non-refundable after due diligence deadline with the exception of the home not appraising for the contract price.
- 5-Syracuse City Council must determine that the sale is in the public interest & complies with applicable laws and ordinances.
- 6-Syracuse City Council must disclose the proposed purchaser and the purchase price to the public.
- 7-Syracuse City Council approves the sale.

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. ☐ Seller ☒ Buyer shall have until 5:00 ☐ AM ☒ PM Mountain Time on 07/30/2026 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

☐ Buyer ☒ Seller Signature (Date) (Time) ☐ Buyer ☒ Seller Signature (Date) (Time)

**ACCEPTANCE/COUNTEROFFER/REJECTION**

CHECK ONE:

☐ ACCEPTANCE: ☐ Seller ☐ Buyer hereby accepts the terms of this ADDENDUM.

☐ COUNTEROFFER: ☐ Seller ☐ Buyer presents as a counteroffer the terms of attached ADDENDUM NO. \_\_\_\_\_.

(Signature) (Date) (Time) (Signature) (Date) (Time)

☐ REJECTION: ☐ Seller ☐ Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

**THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL,  
EFFECTIVE JANUARY 1, 2020. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.**