



## SYRACUSE CITY

### Syracuse City Council Work Session Notice

March 24, 2015

6:00 p.m. – Municipal Building, 1979 W. 1900 S.

Notice is hereby given that the Syracuse City Council will participate in a work session on Tuesday, March 24, 2014, at 6:00 p.m. in the large conference room of the Municipal Building, 1979 W. 1900 S., Syracuse City, Davis County, Utah. The purpose of the work session is to discuss/review the following items:

- a. Public Comments.
- b. Review agenda item 2: 2015 Forestry Fire and State Lands (FFSL) Memorandum of Understanding (MOU). (5 min.)
- c. Review agenda item 3: 2015 Hill Air Force Base (HAFB) Mutual Aid Agreement. (5 min)
- d. Review agenda item 4: award contract for 1475 West, 3300 South, 930 West, and 3300 West Road Improvement Project. (5 min.)
- e. Review agenda item 5: award contract for 2015 Pavement Preservation Project. (5 min.)
- f. Review agenda item 6: award contract for 1000 West Road Improvement Project. (5 min.)
- g. Review agenda item 7: execution of agreement with Glen Eagle Golf Club for maintenance of storm drain channels. (5 min.)
- h. Review agenda item 8: execution of addendum to Joint Use Agreement with Syracuse Arts Academy. (5 min.)
- i. Continued review of proposed code amendment in Title 10-30-060 pertaining to fencing regulations. (15 min.)
- j. Continued discussion of proposed Ordinance 15-05 amending Title 10-28 pertaining to the Architectural Review Committee. (15 min.)
- k. Council business.

~~~~~  
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 19<sup>th</sup> day of March, 2015 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.com/>. A copy was also provided to the Standard-Examiner on March 19, 2015.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

March 24, 2015

Agenda Item **b**                      2015 Forestry Fire and State Lands (FFSL)  
Memorandum of Understanding (MOU)

### ***Factual Summation***

- Any question regarding this agenda item may be directed at Fire Chief Froerer.
- 2015 Forestry Fire and State Lands MOU – Our most recent MOU with the State Forestry Fire and State Lands (FFSL) was initiated in May of 2014 and set to apply through June of 2017. This year FFSL updated their Fire Department Manual and rate structure as it applies to cooperators involved in the Wildfire Response Program, requiring a renewal of an MOU. This agreement provides a mechanism for procurement, use and compensation for services provided by the fire department outside our jurisdictional area of responsibility, to the State of Utah and its cooperators; pursuant to cooperative agreements, operating plans, closest forces agreements and suppression resource needs in support of fire suppression.



**Memorandum of Understanding  
Between the  
Utah Division of Forestry, Fire, and State Lands  
and the**

This memorandum of understanding is made by and between Syracuse Fire Department, hereinafter referred to as the “Department” or “District” as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as “Division” as an addendum to the Davis County Cooperative Agreement. “Department” or “District” and “Division” shall hereafter be referred to jointly as “the parties”.

**PURPOSE OF THIS** Memorandum of Understanding (MOU): to provide a mechanism for procurement, use and compensation for services provided by the fire department or district outside its jurisdictional area of responsibility to the State of Utah and its cooperators; pursuant to cooperative agreements, operating plans, closest forces agreements and suppression resource needs in support of fire suppression.

This MOU may also be used for the purposes of procuring personnel and equipment for the purposes of other fire management activities under the direction of the Division such as fuels mitigation and prescribed fire projects both inside and outside of the department or district’s jurisdictional area. Any project work done for federal agencies must be done under the conditions of a separate agreement.

**WITNESSETH:**

WHEREAS it is in the best interest of the State of Utah and it’s cooperators to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Department or District may have the capability to respond and suppress fires under the jurisdiction of the Division and/or its cooperators in a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Department or District may have the capabilities and resources to assist the Division with fire hazard mitigation projects that mutually benefit both parties;

WHEREAS the Department or District represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the State of Utah authorized to provide fire protection within the boundaries of the **map attached** hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Department or District may also have a limited number of units of firefighting equipment that can be made available to the Division for fire management work.  
NOW THEREFORE, the parties to this agreement do hereby agree as follows:

## **The Division Agrees:**

1. To provide personnel and wildland firefighting resources inside the incorporated jurisdictional boundary of the Department or District when deemed available by the Division, and when the Department or District has exhausted its own resources or capabilities and has requested assistance from the Division and / or its cooperators. Payment for the Division's and cooperator resources will be based upon the suppression resources furnished at the actual cost of those resources to the Division.
2. To make available organizational training, and technical assistance and other expertise as available to the Department or District.
3. To make available such firefighting equipment as can be obtained and is suitable for the use of the Department or District in fire management work through programs such as Federal Excess Property Program (FEPP) by custodial agreement and the terms set forth in the Cooperative Fire Protection Agreement with the Counties throughout Utah.
4. To produce, update and distribute a handbook or manual that references rates, procedures and other references associated with this MOU.
5. To provide necessary forms as needed by the Department or District in executing its responsibilities under this agreement to the Division.
6. That the Department or District may refuse to furnish fire, EMT's, ambulance, or other personnel and equipment, when requested by the Division if by doing so it would reduce the Department or District resources to a level where it can no longer maintain an adequate level of fire protection or public safety on lands within its jurisdictional boundary or service area.
7. The Department or District may purchase wildland firefighting equipment and supplies through the Division's procurement system.
8. To inspect to Department or District's equipment annually or prior to use for mechanical soundness, safety and equipment inventory pursuant to NWCG guidelines and standards. This inspection does not replace the safety inspection required for vehicle license and registration by the State of Utah.

## **The Department Or District Agrees:**

1. To provide the Division Area Office with a written report on all known wildland fires in which the Department or District wishes to be reimbursed within 30 days of occurrence along with other documentation related to billing. The report information is required for payment. Note: if a state or federal representative is on-scene, that person may relieve the Department or District of this requirement.
2. The Department or District may be requested to engage in fire management activities outside of the Department or District's jurisdictional boundaries or service area, such as another district, county, or state, provided that, in doing so, the Department or District's resources would not be reduced to a level where the Department or District can no longer maintain an adequate level of fire protection on lands within its own jurisdictional boundary or service area.
3. To maintain and make available for use at the request of the Division, a work force and equipment subject to the provisions of this agreement, the FD manual and the Cooperative Fire Rate Agreement (Finance-100).

4. To accept direction and supervision by the Division or duly authorized representatives or NWCG or equivalent qualified cooperators while engaged in suppression activities at the Division's request. Also, to comply with the National Incident Management System (NIMS) Incident Command System (ICS) for protocol on the incident.
5. To maintain the following documentation on-board all vehicles listed on the Cooperative Fire Rate Agreement:
  - A current equipment inventory list
  - Letter of Cooperator verification
  - A copy of the Cooperative Fire Rate Agreement
  - A copy of this MOU
  - Division's Cooperator Manual
  - Pre-use inspection
  - Vehicle registration and proof of vehicle insurance
6. Each firefighter engaging in direct fire suppression or prescribed fire must have a current "red card" in their possession while working under this MOU. Details are found in the Division's Fire Department Manual and Rate Book.
7. To submit claims for reimbursement to the Division (Area Office) within thirty (30) days after release of its work force and/or equipment in the manner and form prescribed by the Division. NOTE: Due to administrative requirements in tracking costs, late claims received by the Division create an undue burden therefore, for every 30 days past the original 30 day deadline described above that claims are received by the Division, a 10% reduction from the invoice amount will be considered as a penalty. No claims for reimbursement will be accepted after the end of the calendar year.
8. To maintain wildland fire training qualifications and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position **and** basic wildland firefighter.
9. The Department or District shall provide the following insurance with a carrier authorized to conduct business with the State of Utah:
  - a. Workers' Compensation - Statutory for State of Utah
  - b. Employers' Liability;
    - i. \$100,000 each accident;
    - ii. \$100,000 each employee disease; and
    - iii. \$500,000 each policy limit disease
  - c. Commercial general liability limits of \$1,000,000 per occurrence and general aggregate limit. The policy shall contain a serviceability of interest provision, amount shall include coverage for:
    - i. Bodily injury;
    - ii. Property damage;
    - iii. Prevision liability; and
    - iv. Personal injury.
  - d. Commercial automobile insurance of \$1,000,000 combined single limit for each

occurrence for all owned, hired or non-owned vehicles, applicable to claims arising from bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any vehicle.

- e. Annual Certificate of Insurance shall be provided to the Division as evidence that policies providing the required coverage and limits are in full force and effect.

**IT IS MUTUALLY AGREED:**

1. To the fullest extent permitted by law, the Division, the State of Utah and the Department of Natural Resources and the Department or District mutually agree to defend, indemnify and hold each other and their agents and employees harmless from and against all claims, damages, losses and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire management activity conducted pursuant to this agreement, except that each party shall bear liability for its own intentional and negligent acts or omissions and the intentional and negligent acts or omissions of its employees or agents.
2. That claims arising from weight and balance, structural modifications and gross vehicle weight of any vehicle subject to this MOU are the sole responsibility of the Department or District to whom the vehicle belongs or possesses by agreement. The Division and its cooperators shall be held harmless by the Department or District whose vehicles are involved for any liabilities, damage, injury or claims that arise from the use and involvement of said equipment in the fighting of fires or other official use as provided for in this MOU. Any vehicles, including FEPP that the Department or District deems not suitable for the purpose of fire suppression shall be taken out of service immediately and removed from the Cooperative Rate Agreement.
3. To pay and reimburse the Department or District for fire management support services, which include equipment and personnel listed on the Cooperative Rate Agreement, at the rates established by the Division; provided, however, that payment for fire suppression shall be made only for such activities on land outside the Department or District's established jurisdictional boundaries or mandated service area, when requested by the agency having jurisdiction. Upon mutual agreement between the County and the Division, the Department or District may receive reimbursement for services for extended attack within their own service area on unincorporated private lands. Payment for prescribed fire and fuels work may be made for services both inside and outside of the department or district's area of jurisdiction.
4. The Department or District will also be reimbursed for fires on state or federal wildlands within its geographical boundaries or service area, unless as described in #5 below, when the Division requests services. Although, suppression action may occur under closest forces or mutual aid in order to protect the Department or District's jurisdiction or neighboring jurisdictions during initial attack, reimbursement under this MOU should not be assumed.
5. The Department or District will only bill for back fill of -permanent, full time, career paramedics and overhead firefighters at or above the Unit Leader level or, within the Operations Section, above the Single Resource level such as Task Force and Strike Team Leaders, at a rate equal to or less than the wage of the firefighter assigned under this MOU. The requesting unit may refuse to fill any position that includes back fill, portal to portal, or other entitlements charged by responding fire department resources.

6. Suppression action taken on state owned land within the incorporated boundaries of a town or city is not eligible for reimbursement under this agreement. All suppression activities in the incorporated towns and cities are the responsibility of the town or city.
7. Resources will be tracked by the local Interagency Fire Center by use of systems such as ROSS or WildCad. Resources covered under this agreement shall comply with ICS/NIMS demobilization procedures and not "self demobilize" from the assigned incident. The Division's area duty officer must approve dispatches outside of the local Interagency Fire Center dispatch zone.
8. Radio communications equipment standards under this agreement shall be narrow band (12.5 mhz) compliant. Resources being utilized within a "local area" only must have the capability of communicating by radio with the local Interagency Fire Center via the appropriate radio repeaters as well as communicate with field units on pre-programmed tactical and air to ground frequencies. Resources made available for dispatch outside of the local area shall have the ability to program all radios in the field.
9. Staffing of ordered equipment shall follow the standard staffing identified in the Cooperative Rate Agreement. However, if standard staffing cannot be achieved, a deduction will occur on the invoice or the equipment may be released for failure to comply with the terms of the Cooperative Rate Agreement. Staffing that exceeds the standard staffing identified in the Cooperative Rate Agreement or extra personnel must be approved at the time of the dispatch request. Staff that does not meet the NWCG minimum staffing requirements will not be reimbursed.
10. Support and Command vehicles shall only be eligible for compensation if ordered and approved by the Division on a case-by-case basis. Support and Command vehicles must appear on the Department or District's Cooperative Rate Agreement.
11. Payment to the Department or District will be made for services rendered. The Division will not be responsible for distribution of funds to individuals or entities other than the party to this agreement.
12. That the Department or District will be hired and reimbursed as set forth in a Cooperative Rate Agreement (Finance-100) attached hereto as Exhibit B, from the Division.
13. Equipment under Cooperative Fire Rate Agreement will not receive reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear or loss. Damage which occurs as the result of driver / operator negligence or poor maintenance will be the responsibility of the department / district.
14. Replacement of expendable supplies such as, but not limited to foam concentrate, MRE's, backfiring fuses etc. may be replaced by the incident by use of a general message form or use of the Fire Incident Replacement form and approved by the line supervisor or a Division representative.
15. Fire Department Personnel, under agreement with the State, are eligible for 2 days of paid Rest and Recovery (R&R) after an assignment of fourteen or more consecutive days outside their area of jurisdictional responsibility. Cost of R&R will be charged to the ordering incident.
16. Amendments: This agreement may be modified only by a written amendment signed by the parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
17. Cancellation: The either party may terminate this agreement by written notice given to the other party, thirty (30) days in advance of the effective date of such termination.

18. Nondiscrimination: The parties' performances under this agreement shall be without discrimination as to race, color, creed, sex, or national origin.
19. Notices: All notices required by this agreement shall be in writing delivered to the person and address specified below or to such other persons or addresses as either party may designate to the other party by written notice.
20. Signature of this agreement constitutes acceptance of rates as described in the publication *2015 Fire Department Manual and Rates*

## DEFINITIONS

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Closest Forces:         | The use of the closest available appropriate qualified firefighting resources, regardless of agency, for initial attack.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Mutual Aid:             | Reciprocal emergency response agreement between jurisdictional neighbors in which assistance is rendered. Traditionally this is done at no cost to the receiving agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Cooperator(s):          | Cooperator under this agreement means agencies, entities or other stakeholders, other than the parties to this agreement, that agree to work or operate in a cooperative manner under written agreement with the Division toward common objectives such as fire suppression.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Department or District: | Refers to the fire department or fire district that is party to this MOU.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| NWCG:                   | The National Wildfire Coordinating Group (NWCG) is made up of the USDA Forest Service; four Department of the Interior agencies: Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and the Fish and Wildlife Service (FWS); and State Forestry agencies through the National Association of State Foresters. The purpose of NWCG is to coordinate programs of the participating wildfire management agencies so as to avoid wasteful duplication and to provide a means of constructively working together. Its goal is to provide a more effective execution of each agency's fire management program. The group provides a formalized system to agree upon standards of training, equipment, qualifications, and other operational functions. |
| FEPP:                   | Federal Excess Personal Property (FEPP) program, Federal property, originally purchased for use by a Federal agency, but no longer needed by that entity, is acquired by the USDA Forest Service for loan to one of the 50 States or the Territories for use in the State's rural or wildland fire protection program. As a result, the equipment stays in service to the United States, protecting lives and property across the nation. The Federal Government retains the title. The property must be returned to Federal Government when no longer used within the fire program.                                                                                                                                                                                                        |

Independent Action: Action taken on lands under the protection responsibilities of another agency/entity without the notification and approval, of that agency or entity.

Fire Management: all activities required to manipulate wildland fire in order to protect values at risk, enhance public safety and meet land management objectives. Activities may include but are not limited to: fire suppression, prescribed fire, prevention and education, hazardous fuel mitigation, training, planning and preparation.

**SIGNATURES**

|                                                          |                                                                              |
|----------------------------------------------------------|------------------------------------------------------------------------------|
| Department or District:<br>Syracuse Fire Department      | Division of Forestry, Fire and State Lands                                   |
| Address:<br>1869 South 3000 West<br>Syracuse, Utah 84075 | Address:<br>1594 West North Temple, Suite 3520<br>Salt Lake City, Utah 84114 |
| Phone #:<br>(801)614-9614                                | Phone #:<br>(801)538-5466                                                    |
| Authorized Agent:                                        | Authorized Agent:                                                            |
| Authorized Signature:                                    | Authorized Signature:                                                        |
| Date:                                                    | Date:                                                                        |

County Representative: \_\_\_\_\_

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

**List of Appendixes:**

- A. Department or District Jurisdictional Boundary Map
- B. Completed Cooperative Rate Agreement



# COUNCIL AGENDA

March 24, 2015

Agenda Item c                      2015 Hill Air Force Base (HAFB) Mutual Aid Agreement.

### *Factual Summation*

- Any question regarding this agenda item may be directed at Fire Chief Froerer.
- Hill Air Force Base Mutual Aid Agreement – Hill Air Force Base (Department of Defense and the United States Air Force) requires a renewal of their Mutual Aid Agreement with surrounding communities every three years for HAFB Fire Dept to be able to provide us with mutual aid resources (Fire Suppression, HazMat Response, Explosive Ordinance Disposal), and this is the renewal year. The verbiage is established by the United States Air Force and has not changed for the last two renewal cycles.



**DEPARTMENT OF THE AIR FORCE  
775TH CIVIL ENGINEER SQUADRON (AFMC)  
HILL AIR FORCE BASE UTAH**

6 February 2015

**MEMORANDUM FOR SYRACUSE FIRE DEPARTMENT**

**FROM:** Hill Air Force Base Fire Department  
775 CES/CEF  
5713 Lahm Lane, Bldg 593N  
Hill AFB, UT 84056-5222

**SUBJECT:** Mutual Aid Agreement

1. Please find enclosed the Mutual Aid Agreement required by the Department of Defense and United States Air Force. In order for the Hill Air Force Base Fire Department to be able to provide your community with mutual aid resources, this agreement must be renewed.
2. We have a mutual aid agreement with the twenty communities that surround Hill Air Force Base. If your particular agency requires something other than the Air Force agreement, we could solicit our respective legal experts to cooperate in finalizing any details. If we must sign two documents as opposed to just the one enclosed, I will make every effort to convince the decision-making authority on Base to do so.
3. Although we must consider the liabilities involved when entering into these agreements, rest assured that our primary concerns are public safety and support of your organization when requested. We will provide whatever resources are available to assist you in protecting your citizens, resources, and facilities.
4. For expeditious processing of this agreement through Base authorities, please return your signed agreement(s) by 6 April 2015. A return envelope is enclosed. We will wait until signed agreements from all mutual aid partners are received before sending forward for Base signature. When all signatures are complete, a copy will be returned to you for your files.
5. If you have any questions concerning this matter, do not hesitate to contact the undersigned at (801) 430-2194 or [craig.golden.1@us.af.mil](mailto:craig.golden.1@us.af.mil).

A handwritten signature in black ink, appearing to read "Craig N. Golden", is positioned above the typed name.

**CRAIG N. GOLDEN**  
Fire Chief, Hill Air Force Base Fire Department

**Attachments:**

1. Mutual Aid Agreement
2. Addressed Return Envelope

AGREEMENT FOR MUTUAL AID  
FIRE EMERGENCY SERVICES

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 30th day of June 2015, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander of Hill Air Force Base pursuant to the authority of 42 U.S.C. § 1856a and the Syracuse Fire Department. Together the Air Force and Syracuse Fire Department are hereinafter referred to as the "Parties".

**WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

**NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:**

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and Air Force Instruction 32-2001, *Fire Emergency Services Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Hill Air Force Base Fire Department by a representative of the Syracuse Fire Department, fire protection equipment and personnel of the Hill Air Force Base Fire Department will be dispatched to any point within the area for which the Syracuse Fire Department normally provides fire protection services as designated by the representatives of the Syracuse Fire Department.
- d. On request to a representative of the Syracuse Fire Department by a representative of the Hill Air Force Base Fire Department, fire protection equipment and personnel of the Syracuse Fire Department will be dispatched to any point within the jurisdiction of the Hill Air Force Base Fire Department as designated by the representative of the Hill Air Force Base Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

- (1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.
- (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.
- (3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
- (4) Hazardous Materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.
- (5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Syracuse Fire Department normally provides fire protection services, the chief of the Hill Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.
- (6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Hill Air Force Base Fire Department to observe Air Force Operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), Syracuse Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by Syracuse Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Syracuse Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Syracuse Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral will be divided equally between the Parties, and the selection of any third party neutral will be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.

m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:  
Hill Air Force Base  
c/o Commander, 75th Air Base Wing  
7981 Georgia Street, Suite 100  
Hill AFB UT 84056-5824

And:

Department of the Air Force  
AFCEC/CXF  
139 Barnes Dr. Suite 1  
Tyndall AFB FL 32403-5319

And:

Hill Air Force Base  
c/o Fire Chief  
5713 Lahm Lane, Bldg. 593N  
Hill AFB UT 84056

For:

Syracuse Fire Department  
c/o Fire Chief  
1869 South 3000 West  
Syracuse, UT 84075

#### **TERMS OF THE AGREEMENT**

n. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years (2020) from that date (the "Term") and automatically renews annually for a term of 20 years. Either Party may unilaterally terminate this agreement during the Term by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

o. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

p. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

q. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this agreement to be executed by their duly authorized representatives on the dates shown below:

MAYOR

For Syracuse City

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

Name: \_\_\_\_\_

MAYOR

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

THE UNITED STATES OF AMERICA

by the Secretary of the Air Force

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

Name: \_\_\_\_\_

COMMANDER, 75<sup>th</sup> ABW, USAF

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

FIRE DEPARTMENT

For Syracuse Fire Department

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

Name: \_\_\_\_\_

FIRE CHIEF

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



# COUNCIL AGENDA

March 24, 2015

Agenda Item d

## **Award Contract for 1475 West, 3300 South, 930 West, and 3000 West Road Improvement Project**

### *Factual Summation*

- Any questions about this agenda item can be directed to Robert Whiteley.
- The project will replace asphalt on various roads throughout the city including a failed sewer main on Allison Way.
- This project will make improvements at the intersection of 3000 West and Antelope Drive in preparation for UDOT to install a traffic signal.

### *Recommendation*

Award bid to Consolidated Paving and Concrete, Inc.



March 12, 2015

Mr. Brody Bovero, City Manager  
Syracuse City Corporation  
1979 West 1900 South  
Syracuse, Utah 84075

Re: Recommendation for Award of Contract  
1475 West, 3300 South, 930 West & 3000 West Road Improvement Project

Dear Brody:

Enclosed is the bid tabulation graph for the bids opened March 10, 2015 for the above referenced project. This project will replace sections of failing asphalt on 1475 West Street, 3300 South Street, 930 West Street and Allison Way. This project will also widen 3000 West Street at the intersection of Antelope Drive in preparation for UDOT to install a signal. This project will fix existing drainage problems along the west shoulder and pipe the existing ditch on 3000 West between Antelope Drive and Bluff Road. Lastly, an existing sewer main on Allison Way will be replaced.

The low bidder and bid amount are as follows:

Consolidated Paving & Concrete, Inc.  
1705 West 2450 South  
Ogden, Utah 84401  
Telephone: (435)-703-0023  
Bid Amount: \$685,852.70

We have reviewed the submitted bid from all five bidders and recommend awarding the contract to Consolidated Paving & Concrete, Inc. Please call with any questions you may have regarding this information. Once the Notice of Award has been executed we will forward them to the contractor for signature.

Sincerely,

Robert Whiteley, P.E.  
Public Works Director



## MEMORANDUM

**To:** Mayor and City Council  
**From:** Public Works Department  
**Date:** March 12, 2015  
**Subject:** Bid Award for the 1475 West, 3300 South, 930 West & 3000 West Road Improvement Project

### Background:

This project will replace the asphalt on various failing road throughout the City, replace a sewer main on Allison Way, & widen 3000 West at the Antelope Drive intersection in preparation for UDOT to install a signal.

### Schedule:

The construction will begin as soon as contract documents are in place and be completed by August. Construction on 3000 West will not begin until summer recess.

### Cost:

The funding for this project will come from various sources which are outlined in the table below:

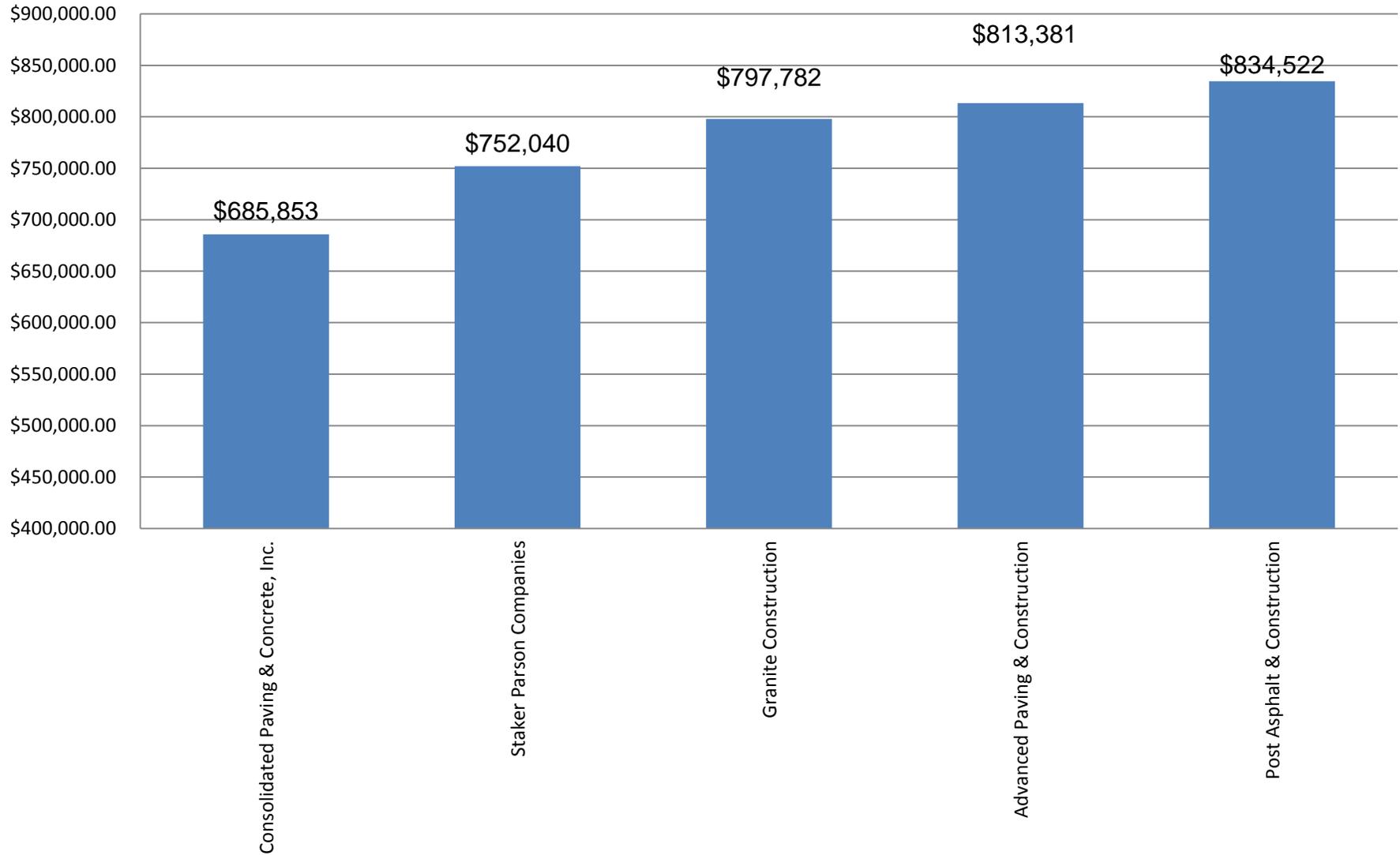
|                   | Class C<br>204070 | Storm Drain<br>Capital<br>401670 | Storm Drain<br>Maintenance<br>404045 | Storm Drain<br>Impact Fee<br>414070 | Sewer<br>Capital<br>531670 | Road Impact<br>Fee 214070 |              |
|-------------------|-------------------|----------------------------------|--------------------------------------|-------------------------------------|----------------------------|---------------------------|--------------|
| <b>Total</b>      | \$312,148.74      | \$13,929.09                      | \$12,423.19                          | \$73,467.67                         | \$149,034.57               | \$124,849.44              | \$685,852.70 |
| <b>Budget</b>     | \$360,000.00      | \$18,500.00                      | \$12,000.00                          | \$262,000.00                        | \$90,000.00                | \$160,000.00              | \$902,500.00 |
| <b>Difference</b> | \$58,874.91       | \$5,060.85                       | \$56.75                              | \$118,354.77                        | \$19,227.00                | \$39,560.02               | \$216,647.30 |

### Recommendation:

We recommend that the bid be awarded to Consolidated Paving and Concrete, Inc.

# Bid Tabulation

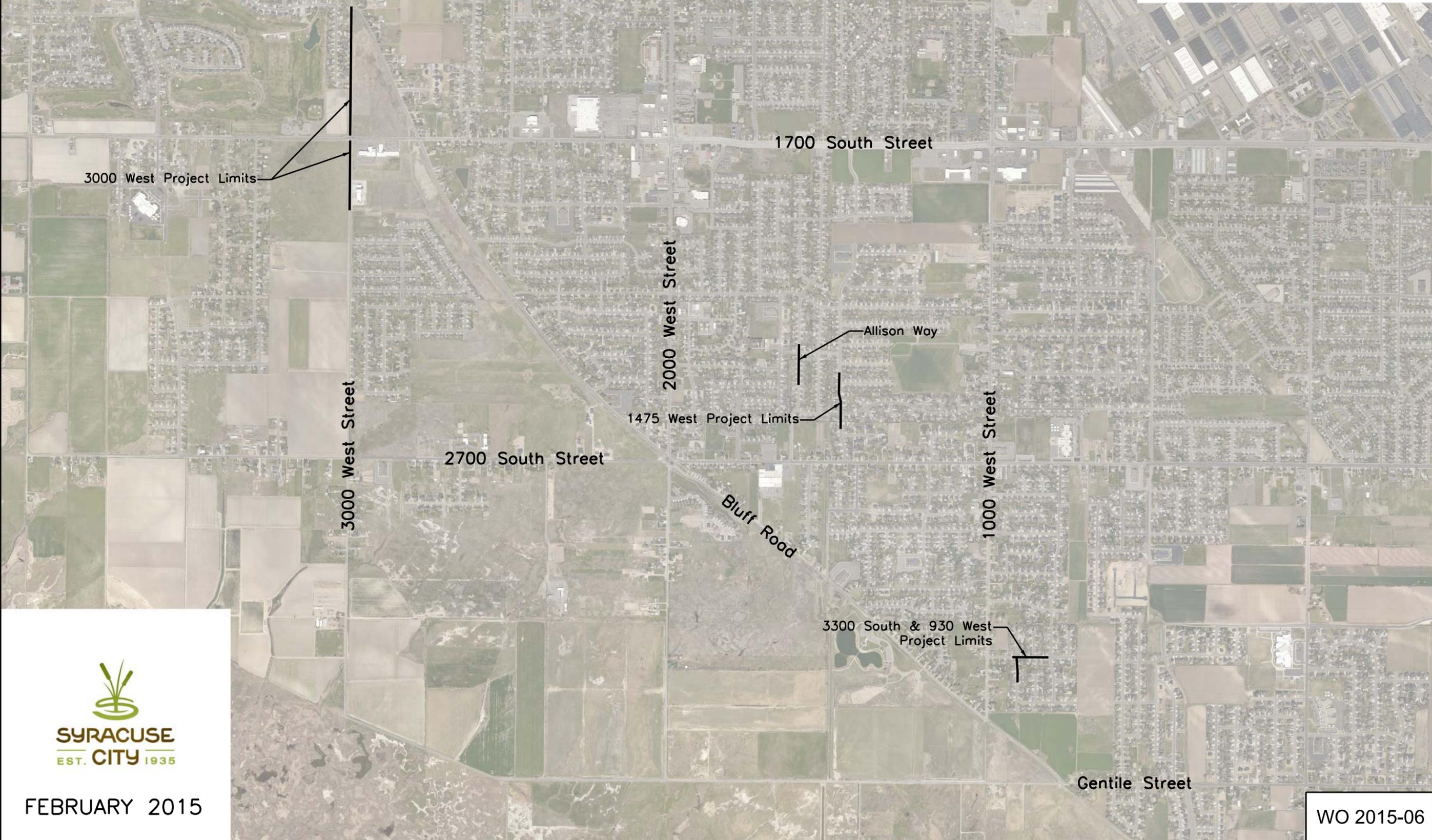
## 1475 West, 3300 South, 930 West & 3000 West Road Improvement Project



# SYRACUSE CITY CORPORATION

## 1475 WEST, 3300 SOUTH, 930 WEST & 3000 WEST ROAD IMPROVEMENT PROJECT

LAST UPDATED:  
FEBRUARY 1, 2015  
DRAWN BY: BB



1475 WEST, 3300 SOUTH, 930 WEST & 3000 WEST  
ROAD IMPROVEMENT PROJECT

COVER



FEBRUARY 2015



WO 2015-06

SHEET:  
1 OF 35



# COUNCIL AGENDA

March 24, 2015

Agenda Item e

## **Award Contract for 2015 Pavement Preservation Project**

### *Factual Summation*

- Any questions about this agenda item can be directed to Robert Whiteley.
- The project includes 3.1M square feet of high density mineral bond asphalt sealer covering approximately 16 miles of road throughout the city.

### *Recommendation*

Award bid to Holbrook Asphalt Company



March 12, 2015

Mr. Brody Bovero, City Manager  
Syracuse City Corporation  
1979 West 1900 South  
Syracuse, Utah 84075

Re: Recommendation for Award of Contract  
2015 Pavement Preservation Project

Dear Brody:

Enclosed is the bid tabulation graph for the bids opened March 10, 2015 for the above referenced project. Two bids were received however one bid did not meet the specification called out in the contract documents so one bid was rejected. This project includes installing 3,111,754 square feet of high density mineral bond throughout the City. This effort is to extend the life of the existing asphalt will cover approximately 16 miles of roads throughout the City. I would like to recognize the hard work put in by our public works staff which is have all pulled together to crack seal 3.1+ million square feet of asphalt in preparation for this project.

The low bidder and bid amount are as follows:

Holbrook Asphalt Company  
3828 South 1700 East  
St George, Utah 84790  
Telephone: (435)-703-0023  
Bid Amount: \$513,781.10

We have reviewed the submitted bid from all bidders and recommend awarding the contract to Holbrook Asphalt Company. Please call with any questions you may have regarding this information. Once the Notice of Award has been executed we will forward them to the contractor for signature.

Sincerely,

Robert Whiteley, P.E.  
Public Works Director



## MEMORANDUM

**To:** Mayor and City Council  
**From:** Public Works Department  
**Date:** March 12, 2015  
**Subject:** Bid Award for the 2015 Pavement Preservation Project

### Background:

This project was put together in an effort to preserve the asphalt life of various roads throughout the City. This project will install 3,111,754 square feet of high density mineral bond. This project will cover approximately 16 miles of road throughout the City as well as the Community Center Parking Lot. Two bids were received for this project but one was rejected as the contractor did not meet the specification called out in the contract documents. The striping was removed from the bid to be added onto other striping needs throughout the City.

### Schedule:

The construction will begin as soon as contract documents are in place and be completed by August.

### Cost:

The funding for this project will come from two sources which are outlined in the table below. City staff will also be perusing getting some reimbursement by pulling outstanding subdivision bonds on Craig Estates Phase 3 and Maplewood Subdivision Phase 7.

|                   | Class C<br>20-40-70 | Building & Grounds<br>Maintenance Budget<br>10-51-30 |              |
|-------------------|---------------------|------------------------------------------------------|--------------|
| <b>Total</b>      | \$505,117.47        | \$8,663.63                                           | \$513,781.10 |
| <b>Budget</b>     | \$550,000.00        | \$8,663.63                                           | \$558,663.63 |
| <b>Difference</b> | \$44,882.53         | \$0.00                                               | \$44,882.53  |

### Recommendation:

We recommend that the bid be awarded to Holbrook Asphalt Company.

# Bid Tabulation

## 2015 Pavement Preservation Project



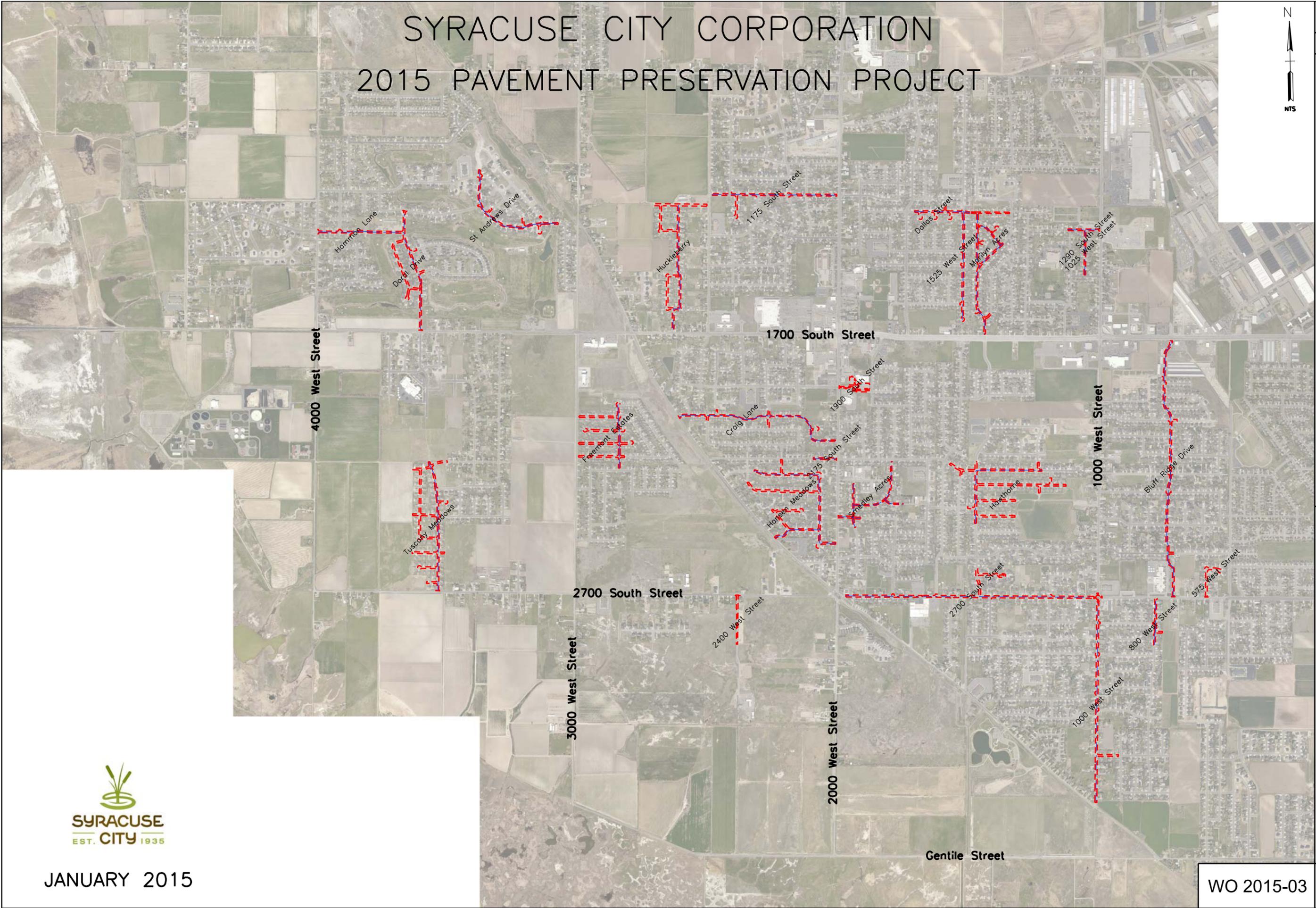
# SYRACUSE CITY CORPORATION 2015 PAVEMENT PRESERVATION PROJECT



LAST UPDATED:

JANUARY 1, 2015

DRAWN BY: BB



2015 PAVEMENT PRESERVATION PROJECT

COVER



JANUARY 2015

WO 2015-03

SHEET:  
1 OF 73



# COUNCIL AGENDA

March 24, 2015

Agenda Item f

## **Award Contract for 1000 West Road Improvement Project**

### *Factual Summation*

- Any questions about this agenda item can be directed to Robert Whiteley.
- The project limits are between Antelope Drive and 2075 South.
- Some work will be performed at night and on weekends.

### *Recommendation*

Award bid to Post Asphalt and Construction.



March 13, 2015

Mr. Brody Bovero, City Manager  
Syracuse City Corporation  
1979 West 1900 South  
Syracuse, Utah 84075

Re: Recommendation for Award of Contract  
1000 West Road Improvement Project

Dear Brody:

Enclosed is the bid tabulation graph for the bids opened March 10, 2015 for the above referenced project. This project includes culinary and secondary utility infrastructure upgrades and repaving on 1000 West Street from Antelope Drive to 2075 South Street.

The low bidder and bid amount are as follows:

Post Asphalt and Construction  
1762 West 1350 South  
Ogden, UT 84404  
Telephone: (801)-732-0205  
Bid Amount: \$639,126.10

We have reviewed the submitted bid from all bidders and recommend awarding the contract to Post Asphalt and Construction. Please call with any questions you may have regarding this information. Once the Notice of Award has been executed we will forward them to the contractor for signature.

Sincerely,

Robert Whiteley, P.E.  
Public Works Director



## MEMORANDUM

**To:** Mayor and City Council

**From:** Public Works Department

**Date:** March 13, 2015

**Subject:** Bid Award for the 1000 West Road Improvement Project

### Background:

This project is one that was identified in our list presented to city council as a high priority due to poor existing asphalt conditions and the need to upgrade utilities. This project will upsize existing culinary and secondary mains and repave 1000 West Street from Antelope Drive to 2075 South Street.

### Schedule:

The construction will begin as soon as contract documents are in place and be completed by July.

### Cost:

The funding for this project will come from multiple sources and the construction costs are outlined in the table below. The culinary water deficit will be made up using savings from other projects.

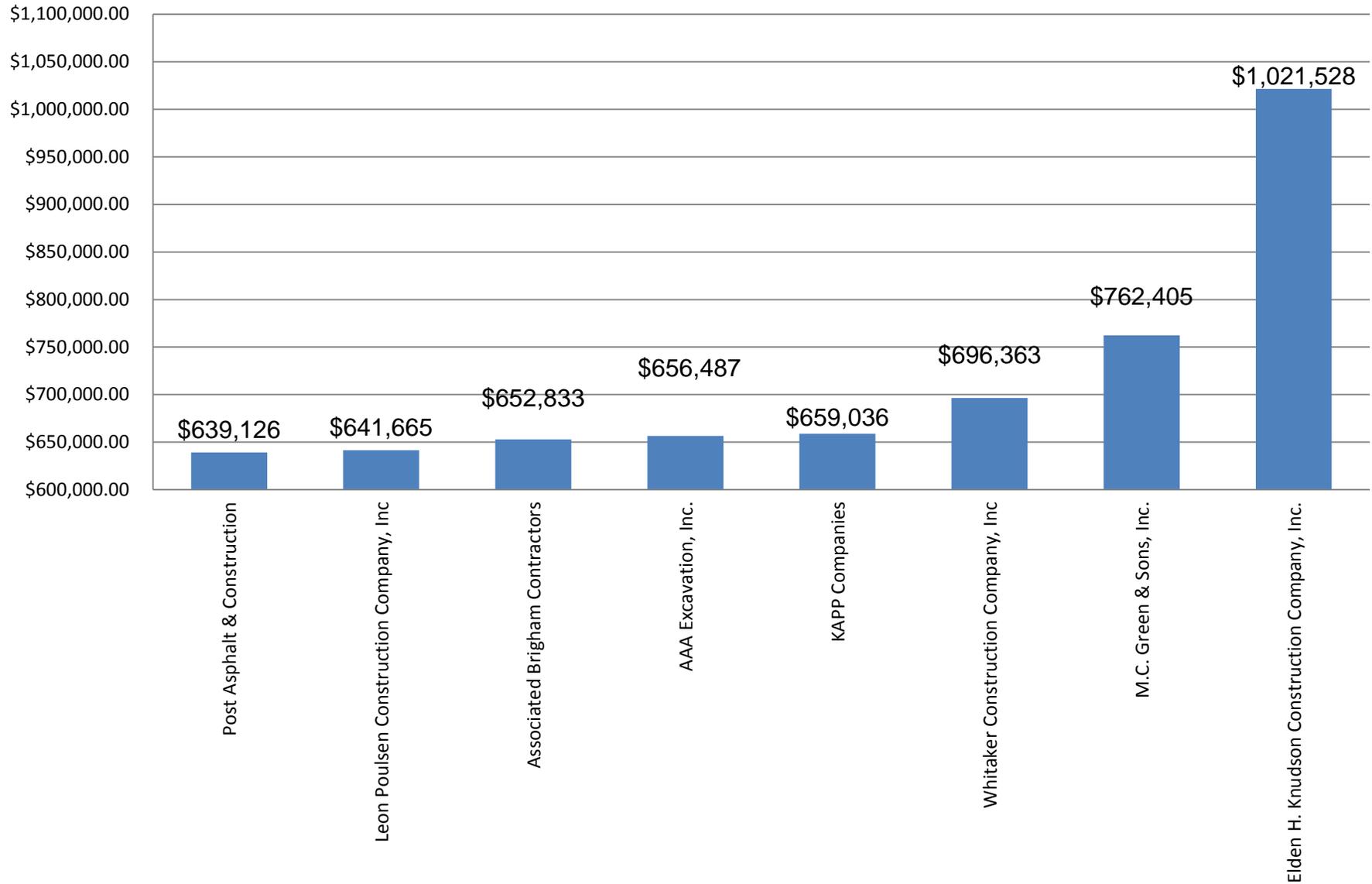
|                   | <b>204070 Class<br/>C</b> | <b>501670<br/>Culinary<br/>Capital</b> | <b>301670<br/>Secondary<br/>Capital</b> | <b>314270<br/>Secondary<br/>Impact Fee</b> | <b>401670 Storm<br/>Drain Capital</b> |              |
|-------------------|---------------------------|----------------------------------------|-----------------------------------------|--------------------------------------------|---------------------------------------|--------------|
| <b>Total</b>      | \$150,640.85              | \$264,570.25                           | \$37,322.50                             | \$178,327.50                               | \$8,265.00                            | \$639,126.10 |
| <b>Budget</b>     | \$173,000.00              | \$255,000.00                           | \$50,000.00                             | \$194,000.00                               | \$13,000.00                           | \$685,000.00 |
| <b>Difference</b> | \$22,359.15               | -\$9,570.25                            | \$12,667.50                             | \$15,672.50                                | \$4,735.00                            | \$45,873.90  |

### Recommendation:

We recommend that the bid be awarded to Post Asphalt and Construction.

# Bid Tabulation

## 1000 West Road Improvement Project



# SYRACUSE CITY CORPORATION

## 1000 WEST ROAD IMPROVEMENT PROJECT

LAST UPDATED:  
FEBRUARY 1, 2015  
DRAWN BY: BB



1000 WEST ROAD IMPROVEMENT PROJECT

COVER



2000 West Street

1700 South Street

Project Limits

1000 West Street

500 West Street

2700 South Street



### WORK LIMITATIONS:

- \*Schedule A From Station 32+11 To 46+00  
~All Underground Work In Schedule A Must Be Completed First.
- \*Schedule B From Station 46+00 To 51+37  
~All Underground Work In Schedule B Must Be Performed At Night Between The Hours Of 9:00 PM & 6:00 AM. ADA Ramps Can Be Poured During The Day Provided Traffic Is Not Interrupted. Paving Can Be Completed At Night Or On A Sunday.
- ~Schedule B Must Be Completed Within 30 Days After Commencement

FEBRUARY 2015

WO 2015-07

SHEET:  
1 OF 26



# COUNCIL AGENDA

March 24, 2015

## Agenda Item g **Glen Eagle Storm Channel Maintenance Agreement**

### *Factual Summation*

- Any questions about this agenda item can be directed to Robert Whiteley.
- Upon approval of the Muirfield Subdivision, Phase 9 the city council on Feb 12, 2002 placed a condition that the city enters into an agreement with Glen Eagle Golf Course and Blackburn Jones to maintain the open channels throughout the golf course.
- The discussion indicates that Blackburn Jones would maintain the channels until all subdivision phases master-planned around the golf course are complete.
- Highlands at Glen Eagle Phase 10 is the last subdivision developed and began its warranty on July 22, 2014 with an anticipated end of warranty expected this July.
- Being that all subdivisions are developed, Blackburn Jones has completed their obligation of channel maintenance; leaving the city and golf course responsible for long term maintenance.
- Agreement and Exhibit A are attached.

### *Recommendation*

Enter into a storm channel maintenance Agreement with Glen Eagle Golf Course LC in order to assist with maintenance of the storm water channels for a period of twenty years.

**AGREEMENT BETWEEN SYRACUSE CITY AND  
GLEN EAGLE GOLF CLUB LC FOR MAINTAINANCE OF STORM DRAINS  
AND CHANNELS**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Syracuse City, a municipal corporation of the State of Utah, (hereinafter referred to as the "City"); and Glen Eagle Golf Club LC, a private company (hereinafter referred to as "Glen Eagle").

**WITNESSETH:**

WHEREAS, there exists storm drain pipes that outfall from City streets to open channels surrounding areas of Glen Eagle Golf Course located within Syracuse City and the City desires to facilitate the maintenance of certain storm drains and open channels located on the Glen Eagle Golf Course in order to prevent the risk of flooding caused from storm water; and

WHEREAS, the total acreage being drained including City streets and home drains is 235 acres, more or less, and the total acreage being drained from the golf course is 173 acres, more or less; and

WHEREAS, due to the extraordinary growth and quantity of invasive vegetation, amongst other things; the maintenance of these storm water drains and channels located in the Glen Eagle Golf Course can be particularly burdensome; and

WHEREAS, the City and Glen Eagle agree that the maintenance and managing the vegetation located within these storm drains and channels located within the Glen Eagle Golf Course is mutually beneficial to the City and its citizenry and Glen Eagle; and

WHEREAS, this mutually beneficial objective can be advanced by the City and Glen Eagle entering into an Agreement providing for mutual cooperation and assistance for the maintenance of these storm drains and channels; and

WHEREAS, it is deemed to be in the best interest of the City and Glen Eagle to work together to accomplish the goal of providing unobstructed storm runoff to the storm drains and channels located within the Glen Eagle Golf Course.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Scope of Agreement.

The Parties agree the scope of the Agreement will be to work together to effectively and efficiently provide for efficient and unobstructed storm water runoff to the storm drains located within the residential developments located on or adjacent to the Glen Eagle Golf Course as well as the storm drains and ditches located within the Glen Eagle Golf Course as more fully described and depicted in Exhibit "A", which is attached hereto and incorporated herein by this reference. The respective responsibilities of the Parties will be more fully outlined within this Agreement.

2. Respective Responsibilities of the Parties.

The Parties agree to provide the following materials, labor or other consideration:

a. Syracuse City:

- i. The City will share fifty percent (50%) of the total costs for the initial cuttings contracted out to the lessor of: the lowest bidder in the event the City elects to request proposals for said cutting or Davis County Public Works at their established rate for equipment plus labor if the lowest bidder is more than the noted County rates. The initial cuttings will continue until the City secures a compact excavator with flail mower or similar capabilities to accomplish the goals of this Agreement.
- ii. The City will secure a compact excavator (mini-ex) with a flail mower attachment or machinery with similar capabilities that will be provided and utilized in clearing and maintaining the storm drain channels located within the Glen Eagle Golf Course as more fully described in Exhibit "A" of this Agreement. The mini-ex will be provided by the City to be utilized by Glen Eagle to clear and maintain the storm drain channels. All labor and materials, including but not limited to fuel for the mini-ex, will be provided by Glen Eagle. The total costs of the compact excavator described in this paragraph shall be considered the City's portion of the shared cost to maintain the channels.
- iii. The City will provide all labor and materials necessary to maintain the storm drain pipes, manholes, and catch basins located within the residential developments located within or adjacent to the Glen Eagle Golf Course as more fully described in Exhibit "A" of this Agreement.

b. Glen Eagle :

- i. Glen Eagle will share fifty percent (50%) of the total costs for the initial cuttings contracted out to the lessor of: the lowest bidder in the event the City elects to request proposals for said cutting or Davis County Public Works at their established rate for equipment plus labor if the lowest bidder is more than the noted County rates. The initial cuttings will continue until the City secures a compact excavator with flail mower.
- ii. Glen Eagle will provide all labor and materials necessary to safely and effectively operate the equipment described in subparagraph 4(a) (ii) in order to maintain the storm drain channels as more fully described in Exhibit "A" of this Agreement. Maintaining the open channels shall include cutting, removing, hauling, and properly disposing vegetation or burning vegetation upon permit obtained from the local fire authority. The labor described in this Paragraph shall be considered Glen Eagle's portion of the shared cost to maintain the channels.

- iii. Glen Eagle will provide any and all easements necessary for the City to access, operate, and maintain the channels including but not limited to ingress/egress and construction easements.

3. No Compensation Paid by the City for Labor Provided by Glen Eagle.

No compensation will be paid by the City to Glen Eagle or Glen Eagle's employees, agents or contractors for any expenses associated with Glen Eagle's responsibilities under this Agreement, including but not limited to costs for materials, labor and equipment.

4. Ownership and Maintenance.

Syracuse City.

All drains and lines located within the residential developments located within or adjacent to the Glen Eagle Golf Course as more fully described in Exhibit "A" will be solely owned and maintained by the City and will at all times be operated and maintained by the City.

Glen Eagle.

All drains and channels located within the Glen Eagle Golf Course as more fully described in Exhibit "A" will be solely owned and maintained by Glen Eagle using equipment provided by the City, and will at all times, be operated and maintained by Glen Eagle. Glen Eagle shall be liable for any damage caused to City property or equipment by Glen Eagle, its agents and assigns or third parties while utilizing the equipment described within this Agreement.

5. Equipment to be Used Exclusively for the Purposes Contained in this Agreement.

Glen Eagle agrees that the equipment provided pursuant to this Agreement serves a public purpose and shall be used exclusively for the public purpose set forth herein. The Parties agree that the equipment is and shall remain the sole property of the City and shall not be used for any purpose that is beyond the scope of this Agreement without having first obtained written authorization by the City. Equipment use that is outside the scope of this Agreement shall be subject to usage fees as more fully outlined in the Syracuse City Consolidated Fee Schedule. Any damage beyond typical wear and tear caused by Glen Eagle while in his care, including but not limited to negligence, shall be repaired at Glen Eagle's sole expense.

6. Term.

The term of this Agreement shall be for twenty (20) years from the date of the execution of this Agreement by Parties.

7. Insurance.

The Parties, including all contractors or subcontractors shall be adequately insured, as required by the City, throughout the duration of this Agreement without any lapses in coverage. Glen Eagle agrees to provide proof of such insurance coverage upon request by the City.

8. Entire Agreement.

This Agreement shall constitute the entire agreement between the Parties. Any prior communication or representations regarding the subject matter hereof are not binding upon either Party.

9. Amendments.

This Agreement may be changed, modified or amended only by written agreement of both Parties.

10. Remedies for Breach.

In the event of any default or breach of any of the terms of this Agreement, the defaulting Party shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach and cure or remedy the breach within thirty (30) days after receipt of such notice. If the breach is not remedied, the aggrieved Party may initiate proceedings to remedy such default or breach, including but not limited to, proceedings to compel specific performance.

11. Notices.

All notices, demands and requests under this Agreement must be in writing and delivered personally or by United States certified mail, return receipt requested, postage prepaid to the respective addresses below:

Syracuse City:  
Attn: City Manager

Glen Eagle Golf Club LC  
Attn: Michael E. McBride

12. Attorneys' Fees.

In the event of any action or suit for breach of any of the terms of this Agreement, the prevailing Party in such action or suit shall be entitled to recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

13. No Separate Entity Created.

The purpose of this Agreement is to provide for the effective and efficient maintenance of certain storm drains and channels located within Syracuse City that is mutually

beneficial to Parties. No separate legal entity or partnership of any kind is created by this Agreement.

14. Agreement Binding Upon Parties' Agents and/or Assigns; Transfer, Assignment or Delegation of Rights.

This Agreement shall be binding on the respective Parties' employees, agents, contractors, etc. The rights, duties, powers and obligations enumerated in this Agreement may not be transferred, assigned or delegated without the consent of both Parties.

15. Third Party Beneficiaries.

This Agreement shall not be construed to confer any benefit upon a third party.

16. Indemnification.

The Parties shall each be responsible for conducting their respective activities provided for and contemplated herein. Each Party agrees to indemnify and hold the other Party harmless for any claim, injury, or damage arising out of or connected with the actions or omissions of the Party in connection with any activity contemplated by this Agreement.

17. Successors and Assigns.

The provisions of this Agreement shall be binding upon all successors and assigns of the parties to this Agreement.

18. City Council Approval.

This Agreement shall only be binding on the City, upon approval of a resolution of the Syracuse City Council, authorizing the Mayor to execute this Agreement.

WHEREFORE, the Parties hereto have signed this Agreement the day and year first above written.

SYRACUSE CITY

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Cassie Brown  
City Recorder

GLEN EAGLE GOLF CLUB LC

By \_\_\_\_\_

Title \_\_\_\_\_

STATE OF UTAH )

: ss.

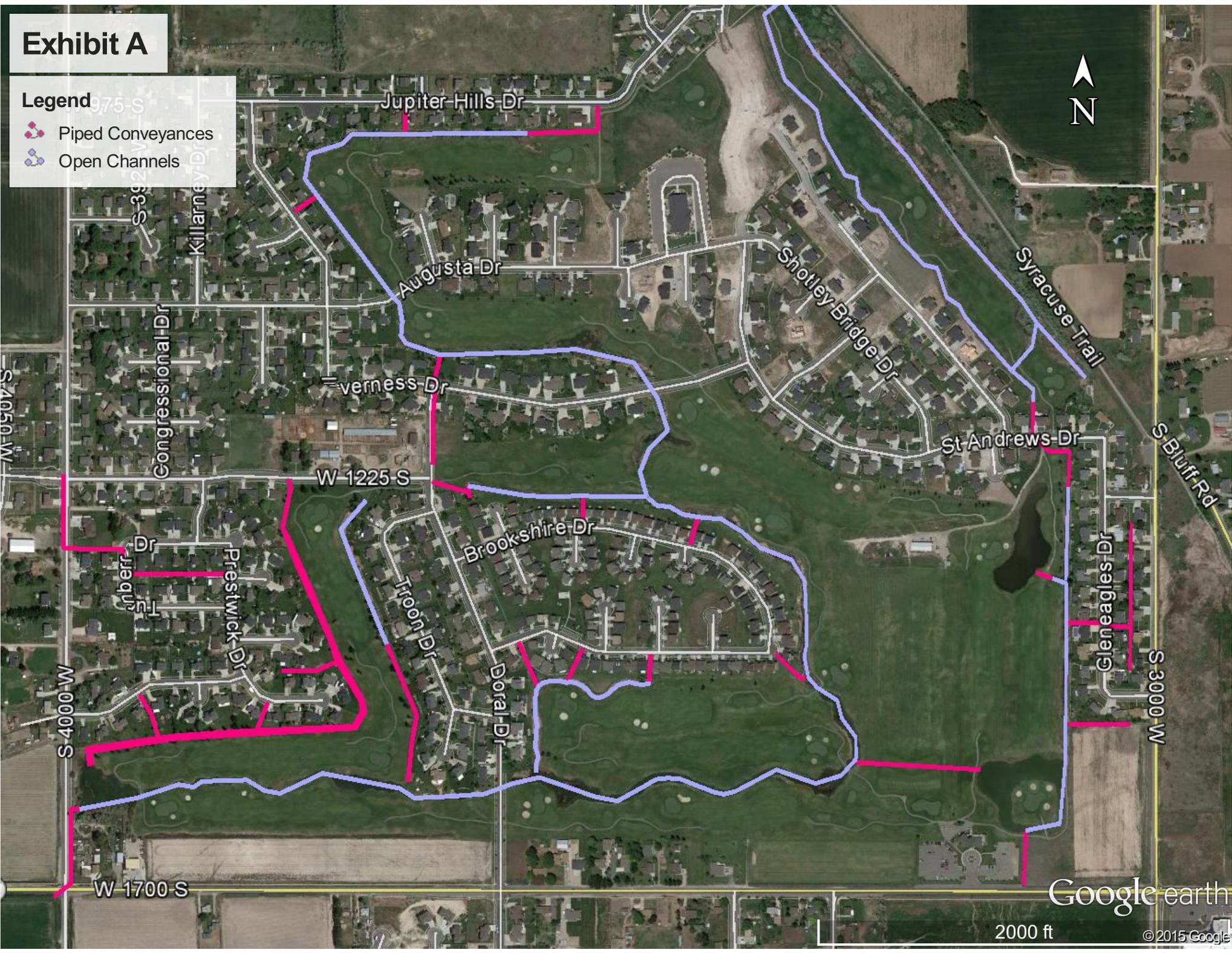
COUNTY OF DAVIS )

On this \_\_\_\_\_ day of March, 2015 personally appeared before me \_\_\_\_\_, who duly acknowledged to me that he is the \_\_\_\_\_ of GLEN EAGLE GOLF CLUB LC and that the document was signed by him in behalf of said corporation, and \_\_\_\_\_ acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

# Exhibit A

- Legend**
-  Piped Conveyances
  -  Open Channels



Councilman Wood expressed that his concerns echo Councilman Mecham's. He conceded that legally we can't stop the subdivision or shut him down, but he feels the time will come that this will bite everyone in the community. Mayor Panucci added that this is a concern the whole Council shares.

**16. Final Approval, Muirfield Subdivision, Phase 9**

COUNCILMAN WOOD MADE A MOTION TO MOVE TO ITEM #15 ON THE AGENDA, SECONDED BY COUNCILMAN JEPPERSON. ALL VOTED IN FAVOR.

Mayor Panucci reported that on February 5 the Planning Commission recommended that final approval be given to Muirfield, Phase 9, which is a part of the golf course development. This phase will contain 28 lots. When Phase 8 was approved there was considerable discussion as to the maintenance of the storm drain system. The entire golf course development was approved using the golf course as a storm water detention facility. The proposal was to route storm water through the golf course drainage system in order to meet the detention requirements. Storm drains from housing developments are discharged into open drainage channels, which eventually drain to the 4000 West storm drain.

Administrator Moyes has been working with the developer on the terms of an agreement and explained that the City has taken the position that the golf course and the developer will be responsible for maintaining the ditches and liability issues within the golf course, and the City would pay 25 percent toward the approved cost of the ditch maintenance. The City would be responsible for maintaining storm drains in the housing developments. Mr. McBride is agreeable to those terms, and the agreement should be ready for signature soon. When the development plan was approved, the golf course was used as a detention basin; so smaller pipes were used for storm drainage. Because the City does not own the ditches, they cannot be liable for maintaining them.

Administrator Moyes explained the difference between the storm drain water and the subsurface land drain water, which has created a problem in Prestwick Subdivision. The developer has been notified as to what needs to be done and has indicated his willingness to work to correct the problems in this subdivision. No further building permits will be issued in that subdivision until the problems are taken care of. Mayor Panucci indicated that he has been in contact with the Silbermans, who have had problems in Prestwick, and he has written Mr. McBride a letter regarding what will be required.

Councilman Jepperson felt that if the developer has been given an ultimatum, he wouldn't have any problem with approval of this phase. Administrator Moyes indicated that either the Developer will do it, or the City will do it and take their bond money.

Bruce Schofield stated that there is more and more water coming into the corner of 1700 South 4000 West all the time. He asked who is going to maintain the ditch from 4000 West out to the lake. He has seen that ditch full, and he wondered who will take care of it when it backs up into his basement. Administrator Moyes indicated that the County, assisted by the City, would maintain the ditch. There has been thought of piping the ditch to the lake; but there is no money.

COUNCILMAN KNIGHT MADE A MOTION TO TABLE THIS UNTIL THE CITY COUNCIL HAS HAD AN OPPORTUNITY TO READ THE AGREEMENT, AND PLACE IT ON THE AGENDA IN TWO WEEKS.

Councilman Wood asked what impact this would have on the developer. Mr. Jones indicated it would put them back two weeks. He would ask that it not be tabled.

Councilman Mecham asked whether Mr. McBride has agreed with the terms of the agreement, indicating that if the agreement has been made, it is good enough for him. Mr. Jones responded that even if the agreement were not signed, the City would have the same controls they have for the other portions of the development.

Administrator Moyes reiterated that the agreement is for discharging storm water from the housing projects. It would be a three-party agreement between Blackburn Jones, the golf course, and the City. Blackburn Jones would maintain the drainage channels until the subdivisions are completed, then the golf course will maintain those drains. The City will participate in 25 percent of the approved cost, and the City will maintain the storm drains in the housing developments. He doesn't feel the City wants to get involved in inspection of the drains. If we do, we would become responsible for liability. These channels are designed to be part of the golf course and the maintenance will consist of mowing weeds and occasionally dredging them if they silt in.

COUNCILMAN KNIGHT WITHDREW HIS PREVIOUS MOTION AND MADE A MOTION THAT FINAL APPROVAL BE GRANTED TO PHASE 9 OF MUIRFIELD SUBDIVISION, WITH THE CONDITIONS THAT THE DEVELOPER CONTRIBUTE 28 SHARES OF LAYTON CANAL STOCK TO THE CITY, PAY A PARK ACQUISITION IMPACT FEE OF 6.6 PERCENT OF THE CURRENT APPRAISED VALUE OF THE PROPERTY, ENTER INTO AN IMPROVEMENT AGREEMENT WITH THE CITY, COMPLY WITH ALL REQUIREMENTS OF THE CITY'S SUBDIVISION ORDINANCE AND RECOMMENDATIONS OF THE CITY ENGINEER AND STAFF, AND THAT GLEN EAGLE GOLF COURSE, BLACKBURN JONES REALTY, AND THE CITY ENTER INTO A STORM DRAIN MAINTENANCE AGREEMENT. COUNCILMAN JEPPELSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

17. Final Approval, Hawthorne Subdivision, Phase 3

Mayor Panucci reported that on February 5 the Planning Commission recommended that final approval be granted to Phase 3 of Hawthorne Subdivision. This phase of development contains 8 lots and will extend 2275 South Street to the east to provide a stub street into property to the north that will also be developed by Blake Hazen.

Blake Hazen appeared before the Council to request final approval.

City Planner reviewed the location of this phase of development.

COUNCILMAN WOOD MADE A MOTION THAT THE CITY COUNCIL GRANT FINAL APPROVAL TO PHASE 3 OF HAWTHORNE SUBDIVISION WITH THE CONDITIONS THAT THE DEVELOPER CONTRIBUTE 1.5 SHARES OF DAVIS WEBER CANAL WATER TO THE CITY, PAY A PARK PROPERTY ACQUISITION IMPACT FEE OF 6.6 PERCENT OF THE CURRENT APPRAISED LAND VALUE, ENTER INTO AN OFF-SITE IMPROVEMENT AGREEMENT WITH THE CITY, AND COMPLY WITH ALL REQUIREMENTS OF THE CITY'S SUBDIVISION ORDINANCE AND RECOMMENDATIONS OF THE CITY ENGINEER AND STAFF. COUNCILMAN JEPPELSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

18. Adjournment

At 9:25 p.m. COUNCILMEMBER JEPPELSON MADE A MOTION TO ADJOURN, SECONDED BY COUNCILMEMBER WOOD; ALL VOTED IN FAVOR.

  
Mayor

  
Recorder



# COUNCIL AGENDA

March 24, 2015

## Agenda Item **h** Syracuse Arts Academy Shared Use Agreement

### *Factual Summation*

Please see the document:

- a. Original Agreement dated April 28, 2010
- b. Proposed Addendum to Agreement
- c. Exhibit A-concept plan

Any question regarding this agenda item may be directed at Brody Bovero, City Manager.

The proposed addendum is a request by the school to construct additional soccer field improvements on City property at Fremont Park, as well as additional parking. The City Administration wishes to clarify some of the issues related to use of the City property in conjunction to allowing the expansion.

Summary of changes:

- Allowance to construct additional soccer field and parking area
- Provision that construction of field and sprinkling will be completed in a manner to accommodate future expansion of soccer facilities by City
- Clarify maintenance of field and parking facilities
- Clarify use by City leagues, the public, and third parties
- Signage at the property
- Procedures and notice for City assuming responsibility for maintenance and future possession of property in the event the City expands Fremont Park

## ADDENDUM 1 TO AGREEMENT

**THIS ADDENDUM 1 TO AGREEMENT** (the “Addendum”) is made and entered into as of the \_\_\_\_ day of March, 2015, by and between **SYRACUSE CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **SYRACUSE ARTS ACADEMY, INC**, a Utah Nonprofit Corporation, hereinafter referred to as “School.”

### RECITALS:

**WHEREAS**, the City and the School are parties to an Agreement dated April 28, 2010 (the “Agreement”) pertaining to the development, maintenance, and joint use of the Fremont Park Property and the joint use of the School’s parking lot facilities;

**WHEREAS**, the City and the School desire to add to and amend certain provisions of the Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Development of Additional Park Property. In addition to the portion of the Park Property already developed and maintained by the School under the Agreement, the School will develop an additional portion of the Park Property as shown on the attached **Exhibit A** as follows:

a. The School will construct additional soccer fields on the portion of the Park Property immediately to the east of the Park Property that was developed under the Agreement. The City will allow the extension of secondary water lines to facilitate the development of this additional Park Property. This additional development will bring the total area of the Park Property developed under the Agreement and this Addendum to 5.29 acres.

b. The additional secondary water systems shall be designed and constructed in a manner to facilitate conversion and/or transfer of the systems to the City in the event the City decides to develop additional Fremont Park Property.

c. The School will construct additional parking on the west end of the Park Property. The School shall be responsible for maintenance of the parking lot, including snow removal of the parking areas and adjacent sidewalks.

d. Construction of additional soccer fields and additional parking under this Addendum shall not commence until the City Engineer has reviewed and approved the construction plans. The soccer fields shall be professionally designed and constructed in a manner to facilitate the City’s construction of additional soccer fields on the remaining Fremont Park Property.

e. The use, scheduling, and maintenance of these additions to the Park Property will be handled in accordance with the terms of the original Agreement, except as modified by this Addendum.

2. Scheduling and Use Fees.

a. As long as the School continues to maintain responsibility for the costs of the maintenance of the Park Property under the Agreement, the School will be responsible for scheduling the Park Property for organized uses, including but not limited to use by private and competitive sports teams and leagues.

b. The School will collect fees for these uses, which will not exceed \$30 per hour, and the School will pay \$5 for each hour collected to the City. Such fees shall be used for the maintenance and upkeep of the Park Property and improvements.

c. In the event the City assumes responsibility for the maintenance of the Park Property, the City will take responsibility for scheduling and will collect and retain all fees for use of the Park Property.

d. The City may schedule use of the field for City-sponsored events, including City-sponsored sports leagues, as provided in the original Agreement and shall not be required to pay a fee to the School for such uses.

e. The School shall be responsible for posting signs on the field. The signs shall indicate the hours of regular School use, hours of use by the City and general public, notice that private teams may use the fields by reservation/fee only, and contact information for rental by third parties. The content and location of the signs shall be mutually agreed upon by the School and the City Parks and Recreation Director.

3. Future Park Expansion/Development by the City.

a. In the event the City expands or completes development of the remaining Fremont Park Property as a soccer complex or other park facility, the City shall notify the School as soon as reasonably possible, but at least 90 days prior to the date the City intends to assume maintenance and possession of the Park Property.

b. The City will continue to grant the School the use of the Park Property during school hours and other hours as jointly scheduled and agreed upon under the Agreement.

c. The City shall assume responsibility for the maintenance and scheduling of the Park Property from the date specified in the notice.

4. Ratification. Except as specifically amended by this Addendum, all of the terms, covenants and conditions of the Agreement shall continue in full force and effect and are hereby ratified by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum individually or by and through their respective, duly authorized representatives as of the day and year first above written.

**SYRACUSE CITY**  
ATTEST:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor

**SYRACUSE ARTS ACADEMY**

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

**EXHIBIT A**

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of the 20<sup>th</sup> day of April, 2010, by and between **SYRACUSE CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **SYRACUSE ARTS ACADEMY, INC.**, a Utah Non-Profit Corporation, hereinafter referred to as "School."

### RECITALS:

**WHEREAS**, The City owns property commonly referred to a Fremont Park, comprising approximately 37 acres, a small portion of which has been developed for active public park use; and

**WHEREAS**, the School owns property adjacent to the Fremont Park Property on which it operates a Charter School under the laws of the State of Utah; and

**WHEREAS**, The School, with the City's approval and permission, has recently constructed a parking lot and related facilities adjacent to its property on a portion of the City's park property and now utilizes the parking lot for the purposes of the School's operations; and

**WHEREAS**, the School, for school purposes, desires to develop a portion of the City's Park Property adjacent to the School, which property is more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, (the "Park Property" or "Park Area") subject to a joint use agreement with the City, as more specifically set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated as a part of this Agreement.
2. Development of Park Facilities. The School hereby agrees to construct on the Park Property those certain improvements and facilities more particularly described in the bid documents and plans which are attached hereto as Exhibit "B," and incorporated herein by reference. The School represents that the bid documents and plans have been provided from a licensed contractor and the City hereby acknowledges that it has approved the bid documents and plans. The City shall have the right to oversee and inspect all or any portions of the construction to assure that it is completed in strict accordance with the approved bid documents and plans.
3. Extension of Secondary Water. The City hereby agrees to complete any work necessary to extend secondary water lines to the boundary of the Park Property to facilitate the installation of irrigation systems by the School on the Park Property. All costs associated with the extension of the secondary water lines to the Park Property boundary shall be borne by the City.

Such work shall be completed not later than April 02, 2010 to allow the School to proceed with its work.

4. Parking Lot Facilities and Improvements. The City has previously granted permission to the School for construction and use of the parking lot facilities built by the School. The parties hereby agree that School's continued use of the parking lot facilities shall be permitted and any use of such parking facilities to serve the Park Property to be developed shall be subject to the terms of use of the improved park as more fully set forth in Section 6,7,8, and 9 below.

5. Maintenance of Improvements. The School shall be responsible for the routine maintenance of the Park Property, including mowing and general upkeep, upon completion of the park improvements and facilities. The City shall maintain responsibility for watering the Park Property and shall maintain the irrigation system. Each party shall bear all costs associated with its own responsibilities. The School shall remain responsible for all maintenance and upkeep associated with the Parking lot and facilities.

6. Priority of Use. The parties hereby agree to a priority of use of the Park Property as follows:

a. The School will have use of the Park Property and the adjacent Parking Lot during normal school hours when school is in session. In addition, the School will have priority in scheduling school-related functions during hours that the school is not normally in session.

b. The City will have the right to schedule City-approved events at the Park Property when the park is not being used for school related purposes.

c. When the Park Property is not being used by either the School or City scheduled events, the Park Property will be open to the general public during daylight hours.

7. Scheduling. The School hereby agrees, by not later than July 31<sup>st</sup> of each year, preceding the start of the school year, to provide the City with a schedule of expected use of the Park Property and the days of normal school operations. The City shall, within thirty (30) days of receipt of the schedule from the School, provide a list of its expected and intended use of the Park Property. The parties shall then meet to determine the manner in which any conflicts in scheduling will be resolved. The parties hereby agree to work in good faith to accommodate the needs and schedule of each party, subject to the priority of use provisions, above.

8. Maintenance. The School agrees to maintain the Park Property in compliance with all applicable laws, rules, and regulations. The City agrees to assume from the School the entire maintenance of Park Property upon the establishment and operation of adjacent vacant park area by the City. Any costs for damages done to the Park Property during the use by the School participants shall be paid for by the School. Likewise, any costs for damages done to the Park Property by City participants shall be paid for by the City. In either event, normal wear and tear from use shall not be considered damage.

9. Operations of Park. It is the responsibility of each user agency to keep the Park Property in a high degree of cleanliness and repair at all times following any organized event. The School shall be responsible for providing staffing supervision and security during regularly scheduled school hours when school is in session, and during any official school-sponsored activities that occur during or after school hours. The City, and other community groups using the Park Property, are solely responsible for providing staffing, supervision, and security as deemed necessary by the City Administrator.

10. Insurance. Each Party will establish insurance requirements adequate to protect both the City and the School for use of the Park Property scheduled events.

11. Liability and Indemnification. The City and the School agree to indemnify and hold harmless the other agency or organization from any and all claims for injury or property damage that arise out of the actions, omissions, or negligence of the other party or their employees, agents, contractors, or officers as a result of this joint use agreement. Each party agrees to maintain public liability and property damage insurance coverage during the term of this Agreement and coverage. Both parties also agree to indemnify and hold harmless the other for claims or injuries, including attorney fees, that may occur during operation of the park land area.

12. Term. This Agreement shall be perpetual.

13. Cessation of School Use. In the event the School ceases to use the Property or ceases to exist for any reason, the facilities constructed, including the parking lot and related facilities and the developed park area shall be deemed the sole property of the City and the City shall have no further obligations hereunder.

14. Assignment. Neither party may assign this Agreement or any interest herein without first obtaining the written consent of the other party. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other party shall be void.

15. Entire Agreement. The parties hereto agree that this Agreement contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either party prior to the date hereof and is binding upon the successors of the respective parties.

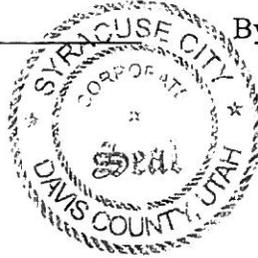
16. Dispute Resolution/Attorneys Fees. The Parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. Should the Parties be unable to resolve a dispute and the services of an attorney be required to enforce this Agreement, the defaulting Party shall be required to pay reasonable attorney's fees and costs incurred by the non-defaulting party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

**SYRACUSE CITY**

ATTEST:

OBron  
City Recorder



By: [Signature]  
Jamie Nagle, Mayor

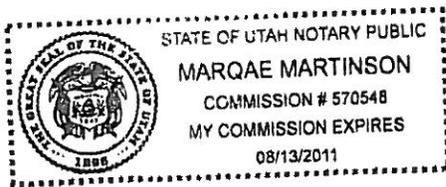
**SYRACUSE ARTS ACADEMY**

By: [Signature]  
Its: Financial Advisor

CITY ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss.  
COUNTY OF DAVIS )

On the 28<sup>th</sup> day of April, 2010, personally appeared before me **Jamie Nagle**, who being duly sworn, did say that she is the Mayor of **SYRACUSE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said **Jamie Nagle** acknowledged to me that the City executed the same.



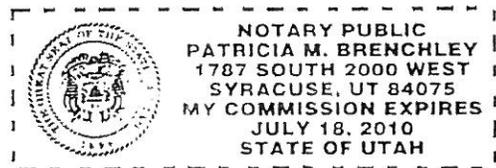
*Marqae Martinson*  
Notary Public

ACKNOWLEDGMENT

STATE OF UTAH )  
 :ss.  
COUNTY OF DAVIS )

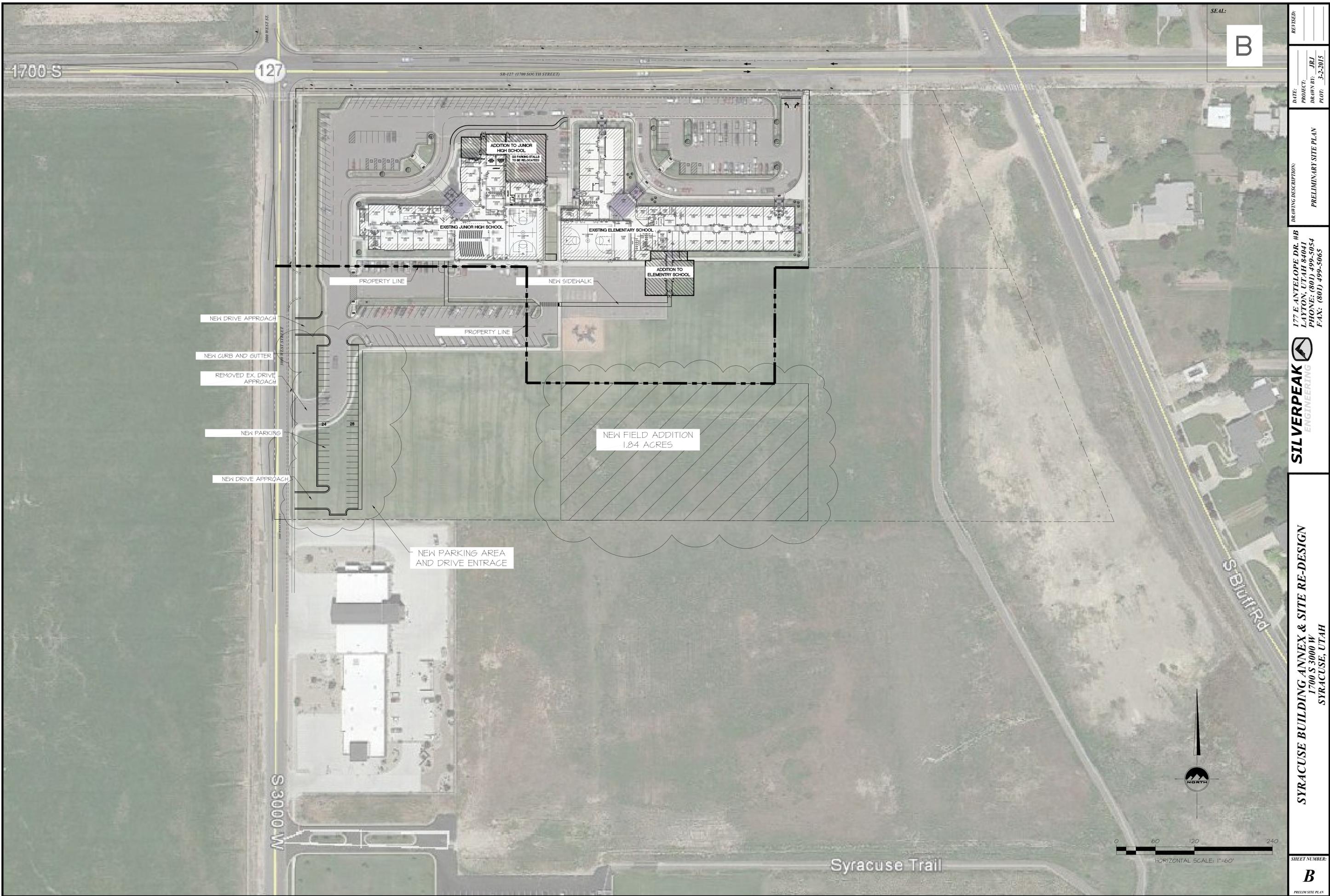
On the 28<sup>th</sup> day of April, 2010, personally appeared before me David T. Hall, who being by me duly sworn did say that (s)he is the Financial Advisor Board member of Syracuse Arts Academy, a Utah corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of its Articles of Organization and duly acknowledged to me that said corporation executed the same.

*Patricia M. Brenchley*  
Notary Public



**EXHIBIT A**

BEGINNING AT A POINT WHICH LIES 305.30 FEET SOUTH 00°09'33" WEST ALONG THE WEST SECTION LINE OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND 33.00 FEET SOUTH 89°50'42" EAST FROM THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH 89°50'42" EAST 355.98 FEET; THENCE SOUTH 00°09'41" WEST 387.05 FEET; THENCE NORTH 89°47'06" WEST 355.96 FEET; THENCE NORTH 00°09'33" EAST 386.67 FEET TO THE POINT OF BEGINNING. CONTAINING 3.16 ACRES



SEAL: **B**

REVISION:  
 DATE: \_\_\_\_\_  
 PROJECT: \_\_\_\_\_  
 DRAWN BY: JRJ  
 PLOT: 3-2-2015

DRAWING DESCRIPTION:  
 PRELIMINARY SITE PLAN

177 E ANTELOPE DR. #B  
 LAYTON, UTAH 84041  
 PHONE: (801) 499-5054  
 FAX: (801) 499-5065



**SYRACUSE BUILDING ANNEX & SITE RE-DESIGN**  
 1700 S 3000 W  
 SYRACUSE, UTAH

SHEET NUMBER:  
**B**  
 PRELIM SITE PLAN



# COUNCIL AGENDA

March 24, 2015

Agenda Item i

Title X Amendments-Fencing Regulations

## **Background**

City Council partially approved an amendment to the fencing ordinance concerning corner lots on 3/10/15. The council requested to further discuss the amendment concerning fencing for rear yards along an arterial road.

## **Planning Commission Recommendation**

The Syracuse City Planning Commission has reviewed and discussed the ordinance amendment and hereby forwards a positive recommendation for approval to the City Council.

## **Attachments**

- a. **Redline Title X**
- b. **Picture Demonstration**

## Existing Code

10.30.060 Miscellaneous requirements and provisions.

(A) Height of Fences, Walls, and Hedges in Residential Zones. Property owners may erect fences, walls, and hedges to the permitted building height in the zone in which they are located provided they are not within any required yard space. Fences, walls, or hedges in any required side and rear yard shall not exceed six feet in height. Fences within the required front yard setback or side street setback shall not exceed three feet in height and shall comply with the requirements of subsection (B) of this section. Where a retaining wall is reasonable and necessary, located on the line separating lots, such retaining wall may include a fence, wall, or hedge on top to the same height that would otherwise be permitted if no retaining wall existed.

## Proposed Code

Exhibit 10.30.060 Miscellaneous requirements and provisions.

(A) Height of Fences, Walls, and Hedges in Residential Zones.

1. Rear and/or Side Yard. Fences, walls, or hedges shall not exceed six feet in height.
2. Rear and/or Side Yard adjacent to arterial roadway. Fences shall be set back a minimum of 5 feet from back of sidewalk for landscaping. Landscaping shall be maintained in an HOA or by private owner as applicable.
3. Front Yard. Fences, walls or hedges shall not exceed three feet in height and shall comply with the requirements of subsection (B) of this section.
4. Corner lot. Fences, walls or hedges shall not exceed three feet for a minimum of 10 feet from the property line when located within 10 feet to an adjacent driveway on an adjoining lot.
5. Retaining walls. Where a retaining wall is reasonable and necessary, located on the line separating lots, such retaining wall may include a fence, wall, or hedge on top to the same height that would otherwise be permitted if no retaining wall existed.

## **Existing Code**

10.30.060 Miscellaneous requirements and provisions.

(B) Visibility at Intersections. Notwithstanding any provisions of this title in any district, fences, walls, signs, hedges, or other plantings may not encroach within the required clear-visibility triangle located at the intersection of two roads or the intersection of a road and a nonresidential driveway. No one shall erect, place, or plant anything or allow anything to grow in such a manner as to impede vision between a height of two and one-half feet and eight feet above centerline grades of the adjoining street centerline surface elevation. Property owners shall maintain all tree branches so that none of them are lower than eight feet in clear site triangle area. The configuration of a clear-visibility triangle is shown in Exhibit 10.30.060, and the length of each leg, measured along the curb line or edge of roadway or edge of nonresidential driveway, shall be 40 feet, or based upon applicable speed limits greater than 40 mph as per AASHTO's "Policy on Geometric Design of Highways and Streets."

## **Proposed Code**

Exhibit 10.30.060 Miscellaneous requirements and provisions.

(B) Visibility at Intersections.

Clear Vision Triangles. No landscaping over three feet in height shall be allowed within a clear vision triangle as shown in this chapter except trees with single trunks that are pruned such that all branches and foliage are removed to a height of at least eight feet.

## Planting Buffer



West Gordon Ave, Layton

## No Planting Buffer



West Gordon Ave, Layton

## **Existing Code**

10.30.060 Miscellaneous requirements and provisions.

(A) Height of Fences, Walls, and Hedges in Residential Zones. Property owners may erect fences, walls, and hedges to the permitted building height in the zone in which they are located provided they are not within any required yard space. Fences, walls, or hedges in any required side and rear yard shall not exceed six feet in height. Fences within the required front yard setback or side street setback shall not exceed three feet in height and shall comply with the requirements of subsection (B) of this section. Where a retaining wall is reasonable and necessary, located on the line separating lots, such retaining wall may include a fence, wall, or hedge on top to the same height that would otherwise be permitted if no retaining wall existed.

## **Proposed Code**

Exhibit 10.30.060 Miscellaneous requirements and provisions.

(A) Height of Fences, Walls, and Hedges in Residential Zones.

1. Rear and/or Side Yard. Fences, walls, or hedges shall not exceed six feet in height.
2. Rear and/or Side Yard adjacent to arterial roadway. Fences shall be set back a minimum of 5 feet from back of sidewalk to allow for landscaping. Landscaping shall be maintained in an HOA or by private owner as applicable.
3. Front Yard. Fences, walls or hedges shall not exceed three feet in height and shall comply with the requirements of subsection (B) of this section.
4. Corner lot. Fences, walls or hedges shall not exceed three feet for a minimum of 10 feet from the property line when located within 10 feet to an adjacent driveway on an adjoining lot.
5. Retaining walls. Where a retaining wall is reasonable and necessary, located on the line separating lots, such retaining wall may include a fence, wall, or hedge on top to the same height that would otherwise be permitted if no retaining wall existed.



# COUNCIL AGENDA

March 10th, 2015

Agenda Item j Chapter 28 of Title X Code amendment pertaining to Architectural Review Committee & Design.

## *Factual Summation*

All commercial and industrial buildings are currently required to meet design standards found in chapter 28 of title 10. The Architectural Review Committee (ARC) is a volunteer committee that reviews new commercial and industrial buildings for compliance with the design standards found in chapter 28. The committee is proposing the following updates and changes to the standards. The proposal went before the Planning Commission on 2/17/15 and is now being forwarded with a recommendation of approval. The following is a summary of the changes:

- Extend the design standards applicability to PRD and multifamily residential projects
- Clarify the difference between the design standards and the design standard example guide
- Clarify the allowed exterior materials requirements
- Prohibit chain link fencing along public right-of-ways
- Improve landscaping requirements
- Define lighting fixture styles
- Increased pedestrian, automobile, and bicycle safety

## *Attachments:*

- Proposed Amendment
- Design Standards Example Guide
- Picture Examples



**SYRACUSE**  
EST. CITY 1935



# DESIGN STANDARDS EXAMPLE GUIDE

Commercial, Professional Office, Multifamily Residential, PRD and Public Facility Developments

# Design Standards Example Guide

## Purpose

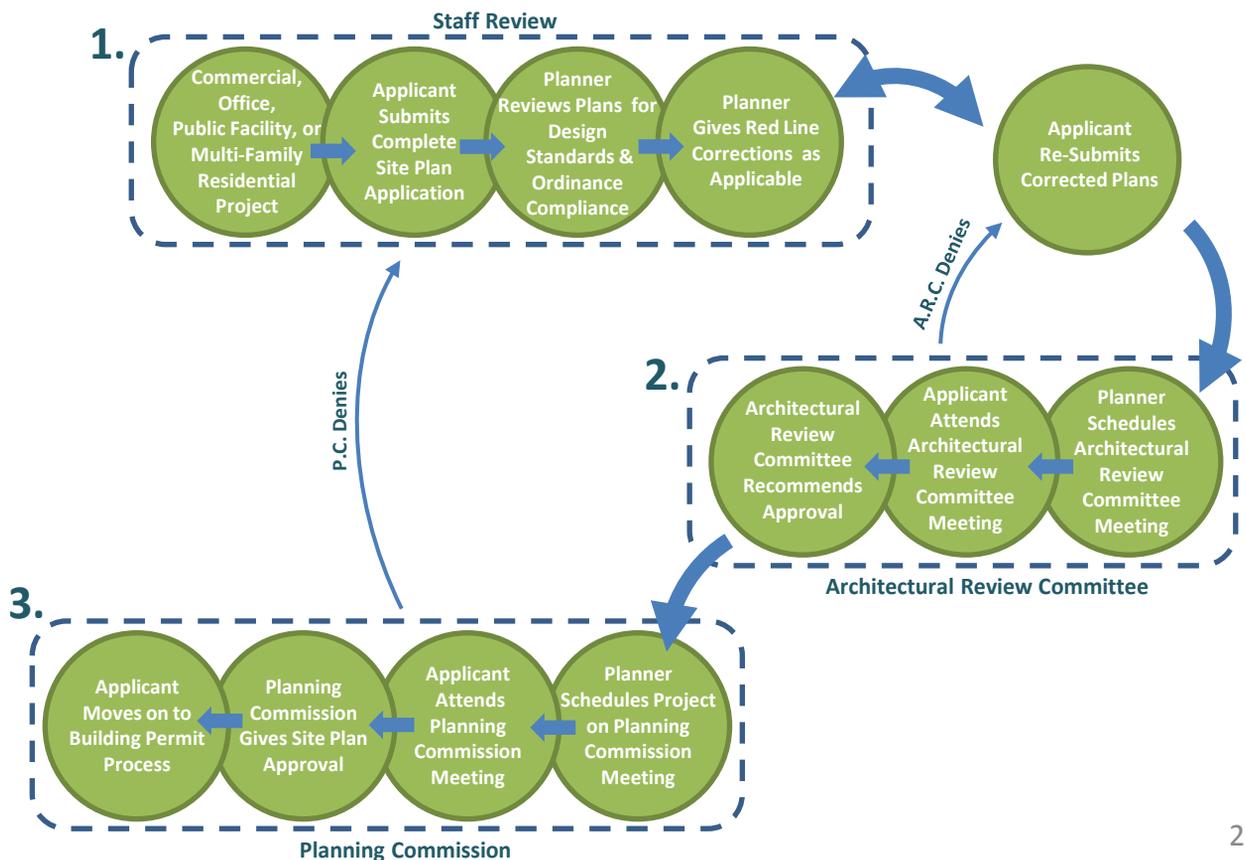
This Guide offers examples to clarify and explain the architectural design standards found in Title 10, Chapter 28 of the Syracuse City Land Use Ordinance. It serves to graphically represent the design standards and are used as a reference tool in order to better illustrate the application of the standards. The purpose of the standards are to improve the quality, compatibility of development, and permanence in design found in Syracuse City. A copy of this manual is available at the Community Development Department located at 1979 W 1900 S Syracuse UT, 84075.

## Applicability

The Design standards referenced in this manual are required in addition to other standards set forth in the Syracuse City Land Use Ordinance. They are applicable with regard to building and site design. The implementation of these standards ensures that the goals and values of the community are reflected in each commercial, professional office, public facility, PRD, and multi-family residential development.

## Process

Please refer to the following flow chart for guidance as to the City's process for site plan approval.



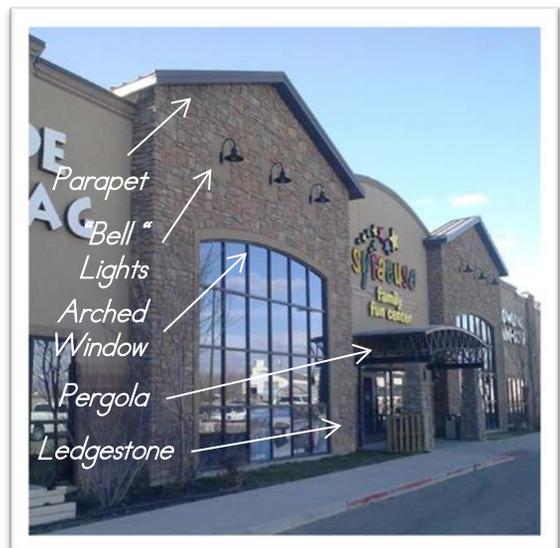
# Design Standards Example Guide

## Building Design

**(A) Context:** New buildings must be designed to include common features and materials that are used on existing Syracuse buildings. These features create a sense of place and character for the City. However, avoid copying too closely and use imaginative design. Please review the following examples of features and materials commonly used.

### List of Contextual Features and Materials:

- Towers – Hipped or Cross Gabled Roofs
- Segmental Style Arched Entries & Windows
- Circular Accent Windows
- Gabled (Pitched) Roof
- Red Brick/Block
- LedgeStone Style Stone
- “Bell” Style Light Fixtures
- Awnings/ Pergolas
- Parapets (False Fronts)
- Metal Channel Roofing



“The Rush” Fun Center - 1806 South 2000 West

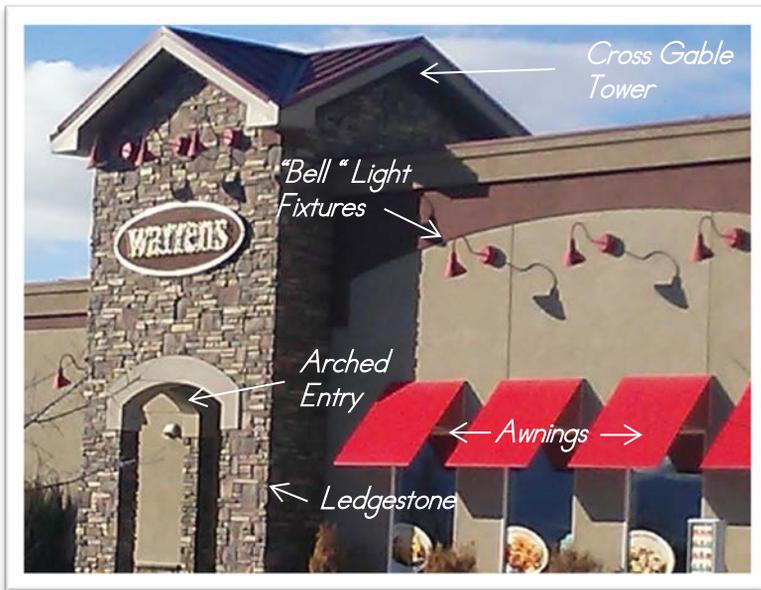


Syracuse Library - 1875 South 2000 West

# Design Standards Example Guide

## Building Design

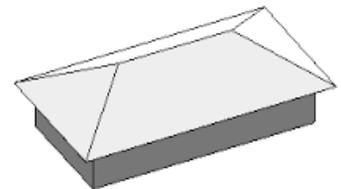
(A) Context: (Continued)



Warrens - 1778 S 1000 W



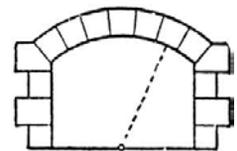
Example of Ledgestone Pattern



Example of Hipped Roof



Carl's Jr. - 2118 W. Antelope Dr.



Example of Segmental Arch

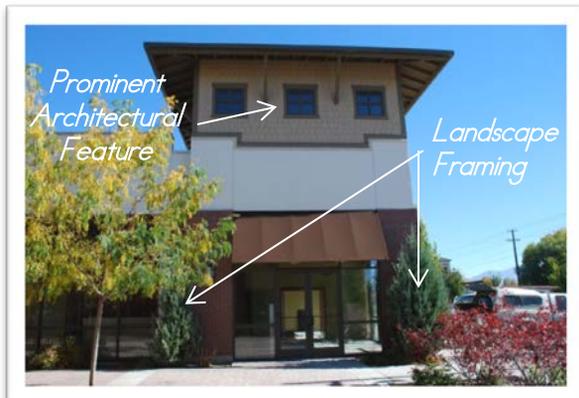


Example of "Bell" Light Fixture

# Design Standards Example Guide

## 10.28.110 Building Design

**(B) Entrances:** All building entrances are required to be clearly articulated to indicate a transition from the exterior to the interior of the building. Every main entrance is required to have a special emphasis when compared to the other portions of the building.



# Design Standards Example Guide

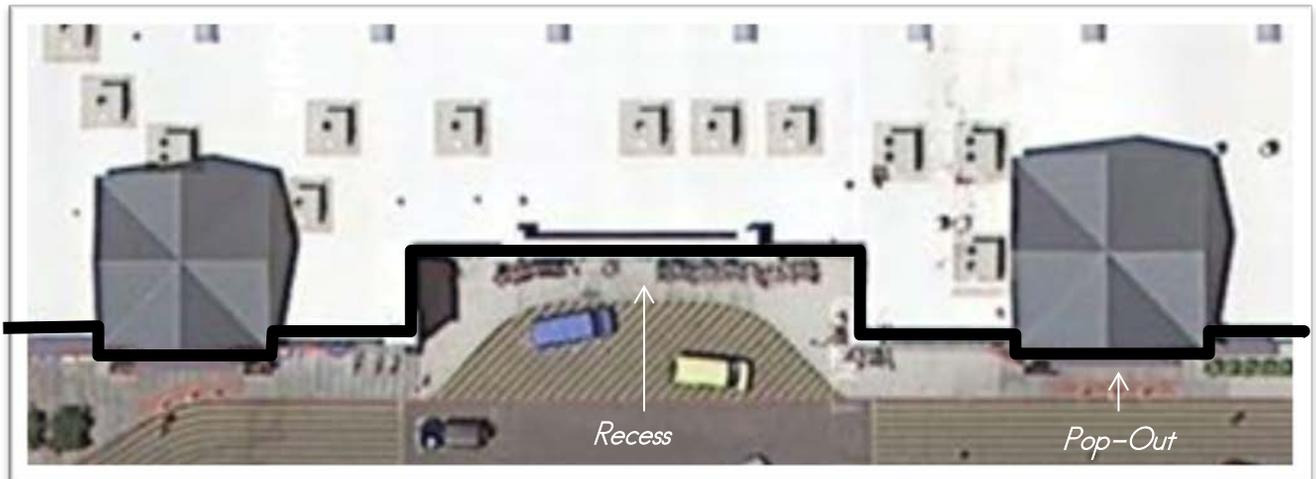
## 10.28.110 Building Design

(C) **Façade Articulation:** Buildings designed with completely flat façades and monotone color schemes are not permitted. All buildings are required to have horizontal and vertical façade variations such as pop-outs, bays, recesses, arches, banding, columns, or similar features. Such features are required at least every 30 feet along all exterior wall planes.

Front Elevation



Plan View



Walmart - 2228 W Antelope Dr.

# Design Standards Example Guide

## 10.28.110 Building Design

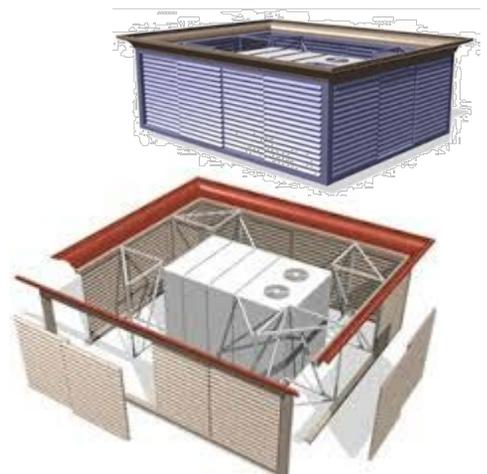
(D) **Height and Roofline:** Varied roofline elevations are required in order to add architectural interest and avoid the appearance or sense of long, monotonous roofline expanses. A variation such as a parapet or tower is required every 50 feet of roofline. Also, mechanical equipment mounted on the roof must be screened and the back of parapets must match the color and materials of the building.



Good Example - 1588 South 2000 West



Avoid Monotonous Rooflines



Proper Mechanical Screening

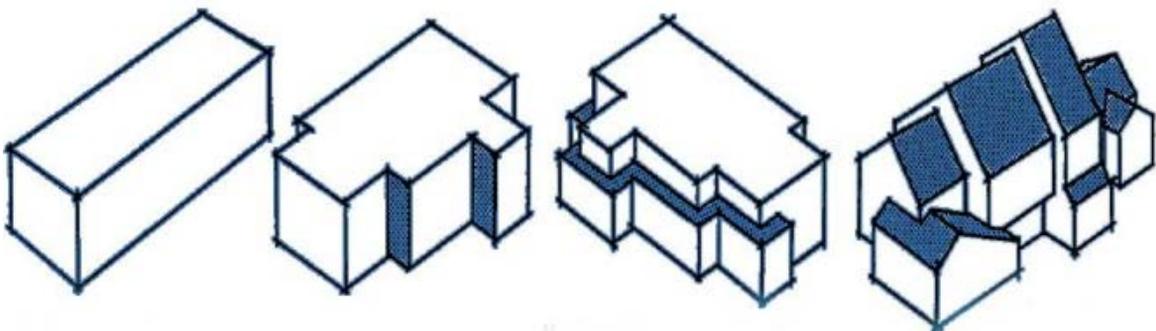
# Design Standards Example Guide

## 10.28.110 Building Design

**(E) Massing:** Proper massing reduces the impact of the massive bulk created by large buildings that may not otherwise relate in scale to surrounding development. Vertical articulation, horizontal articulation, and multi-planned roof or awnings must be used in designs to mitigate the impact on surrounding development and the overall landscape. The examples below are near the same density of units per acre and building height, but the top example's massing reduces the impact and bulk of the building more effectively than the bottom example.



Good Example – 910 W. 1920 S.



Undesirable  
Massing

Vertical  
Articulation

Horizontal  
Articulation

Multi-Planned Roof  
Reduces Bulk

# Design Standards Example Guide

## 10.28.110 Building Design

**(F) Materials:** Quality long-lasting materials are required for all buildings in order to contribute to the value of the community over the long term. A minimum of three colors per elevation required. Colors have to be sensitive to existing development in the vicinity. 65% of the surface materials are required to include brick, stone, metal panels, or cement-fiber siding. Stucco, vinyl, or block may be used as an accent only. A sample board containing physical samples is required.



Syracuse Library - 1875 South 2000 West



Example of Materials Sample Board



Above: unfinished concrete block is not permitted as a surface material.

Left: A sample board containing physical samples is required. Photos alone are not sufficient.

# Design Standards Example Guide

## 10.28.110 Building Design

(G) **Development Design Pattern Book:** The developer is required to provide a development design pattern book for developments including more than one structure. A design pattern book should include:

1. Written descriptions with graphics explaining how the development complements the unique characteristics of the property.
2. Written descriptions with graphic illustrations/photos explaining the theme and physical form of the architectural design.
3. Written descriptions with graphic illustrations/photos describing the proposed open spaces, pedestrian pathways, and other amenities

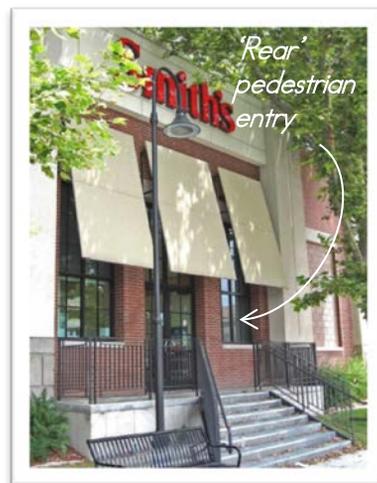


Example Design Pattern Book

# Design Standards Example Guide

## 10.28.110 Building Design

**(H) Pedestrians:** All buildings will be designed with an integral focus on encouraging pedestrian activity and social interaction. Additionally, buildings that contain more than one story or that are above 20 feet in height are required to provide a clearly articulated and more detailed base that relates to pedestrians.



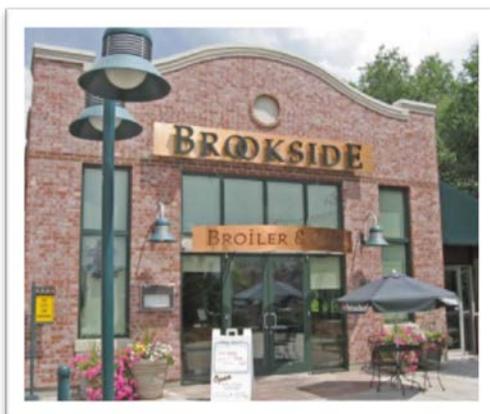
Sugarhouse Utah Smiths

## 10.28.110 Building Design

**(I) Signs:** Signs located on any building façade are required to be compatible with the building's overall design. As an integral design element, signs are required to be compatible with the style of the buildings in terms of location, scale, color, and lettering.

1. The locations for signs on a building's façade will be planned for as part of the building's overall design.

2. Signs located on façades should integrate similar or complimentary materials as the building.



Complimentary Sign Materials



Sign Locations Not Incorporated Into Architecture

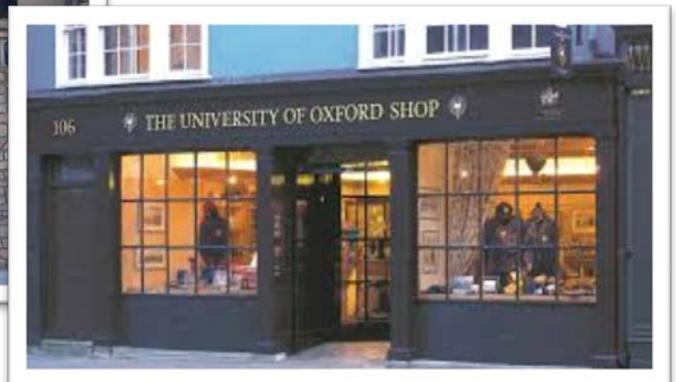
# Design Standards Example Guide

## 10.28.110 Building Design

**(J) Windows:** Windows are key to the overall design of a building and the relationship between the exterior and interior. The majority of windows are required to relate to the scale of a person.



Mirrored glass not as welcoming



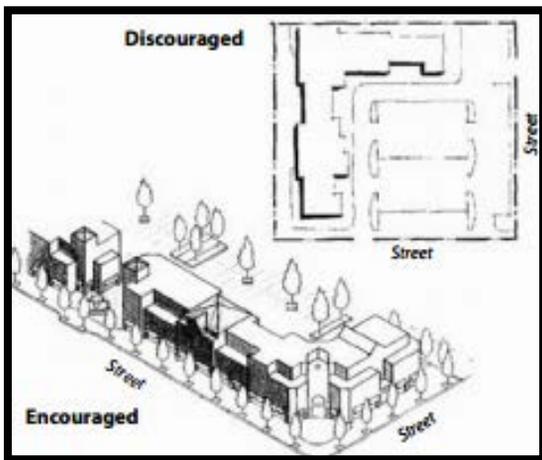
Transparent windows draw customers in

# Design Standards Example Guide

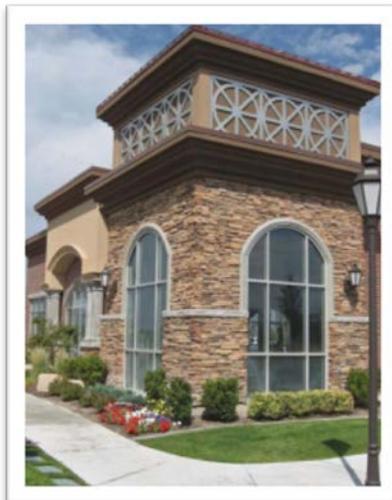
## 10.28.120 Site Design

**(A) Building Placement:** Building placement is integral to the site design and the overall effect any development has on surrounding properties. Building placement is required to comply with the following:

1. All buildings must be oriented with the main or similar façade facing a principal street to which it has frontage.
2. Buildings located on corner lots are required to orient main façades to each street and give equal treatment to each.



3. Buildings located on corner lots should include a prominent architectural feature of greater height than the rest of the roof, or emphasis at the corner where the two public streets meet.

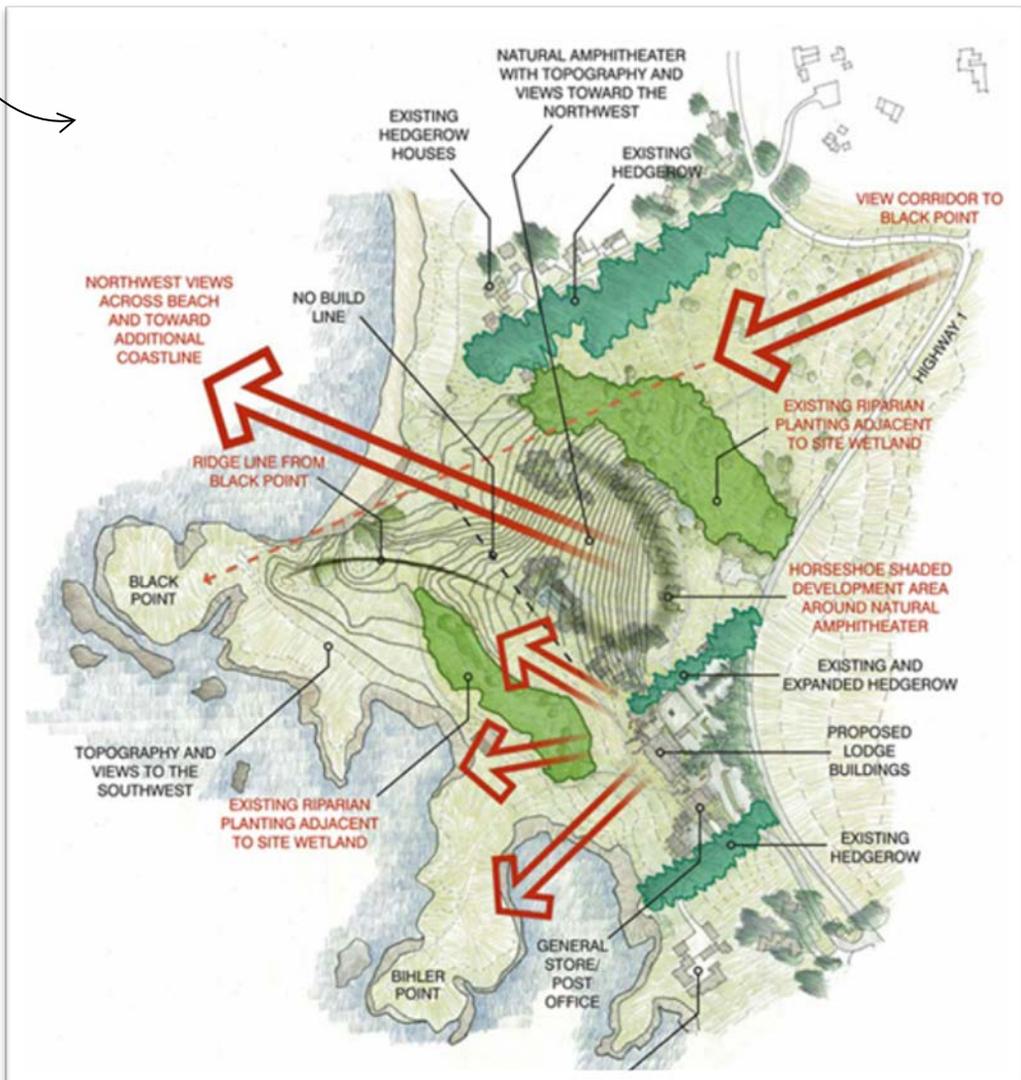


# Design Standards Example Guide

## 10.28.120 Site Design

**(B) Context:** New developments are required to match or compliment surrounding developments and landscapes in order to create a site which relates to its surroundings and adds positively to the overall environment in the site area. Hire a licensed Civil Engineer for site planning and design.

- *Natural features*
- *Wetlands*
- *Historic Structures*





# Design Standards Example Guide

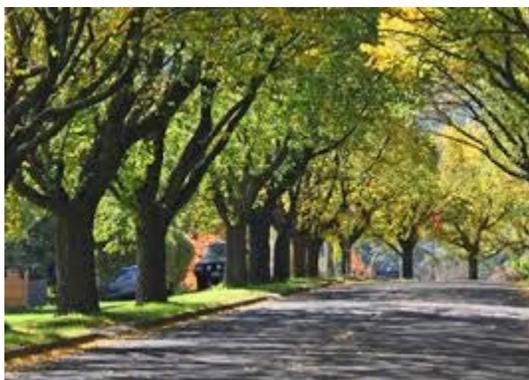
## 10.28.120 Site Design

**(D) Landscaping:** Landscaping is required as a tool to enhance and beautify the site, and the building's architecture and design. Street trees and landscape increase property values.

1. A detailed landscape plan designed by a licensed landscape architect is required.
2. Street trees shall be planted every 30 feet along the public right of way.
3. Native plant species will be used with water efficient irrigation systems.
4. Outdoor amenities such as patios, plazas, water features and outdoor seating areas are encouraged.
5. Existing trees and landscape features should be preserved and incorporated into landscape plans.
6. Landscaping around the base of the building is required



Use Native Plants



Plant Street Trees Every 30 Feet.

Hire a licensed professional →



Landscape the base of buildings and near entrances



Incorporate Outdoor Patios & Seating Areas

# Design Standards Example Guide

## 10.28.120 Site Design

(E) **Lighting:** Carefully planned lighting schemes can create safe environments for pedestrians and motorists. Lighting is an integral design element which adds to the overall site plan and building design.



Coordinated light fixtures on signage and building adds character



Fixtures complement building architecture



Pedestrian scale fixtures increases safety



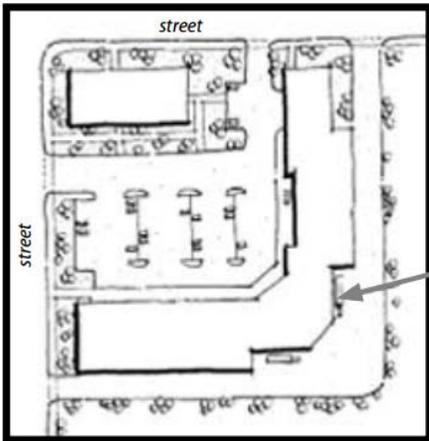
Down facing fixtures minimize light pollution

# Design Standards Example Guide

## 10.28.120 Site Design

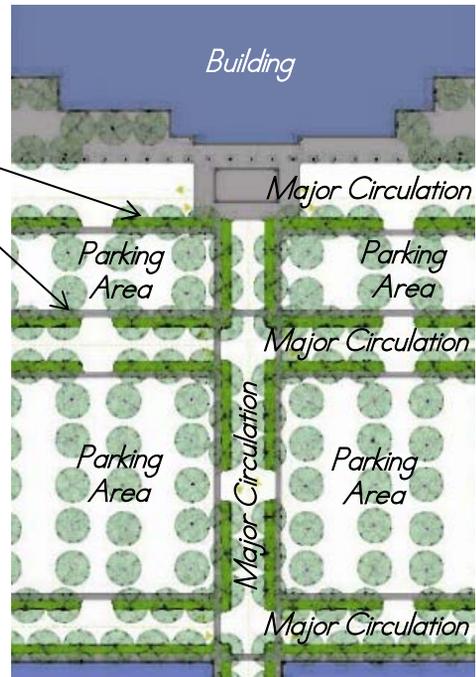
(F) **Traffic:** Developments which generate significant increases in traffic will include an analysis of the proposed development's impact on the current and future transportation system, and methods to control traffic. A licensed Civil Engineer can help ensure functional design.

- Major internal circulation roadways must be separated from parking areas using curb and gutter, landscaping, pedestrian walkways; or lighting

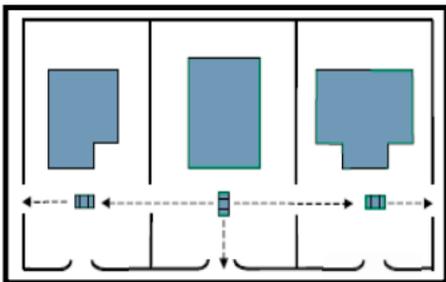


Landscaping  
Sidewalk

Loading and service areas should be located away from street edge and public circulation patterns.



Cross-access for automobiles and pedestrians is required



Automobile Cross-Access



Pedestrian Cross-Access

# Design Standards Example Guide

## 10.28.120 Site Design

**(G) Active Transportation:** Site layout and design must address the needs of pedestrians, bicycles, and other forms of transportation. Access and safety on the site should be ensured for all users.



Bike Rack/Bench



Wheelchair Access



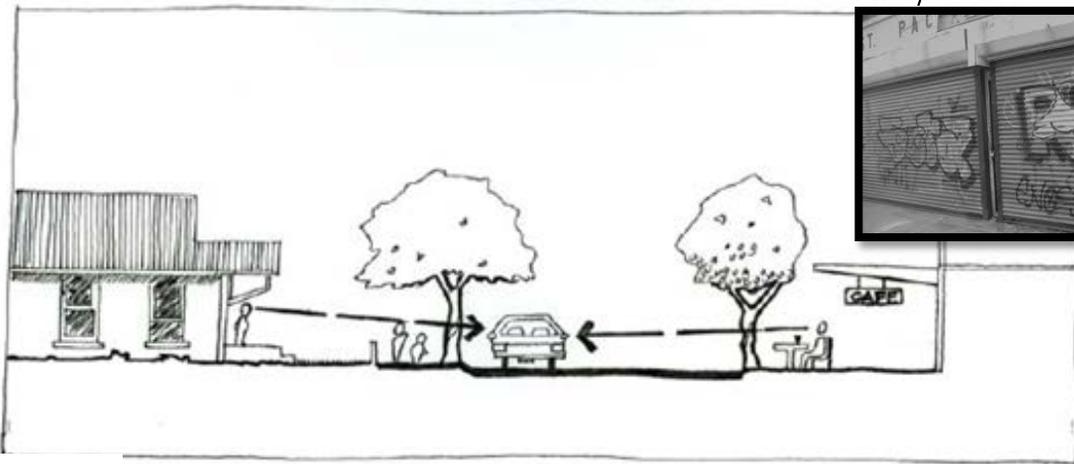
Strollers

# Design Standards Example Guide

## 10.28.120 Site Design

**(H) Security:** Security of the site is required to be addressed in site design. The developer is required to submit documents that demonstrate the security measures of the site design in relation to private, semi-public and public areas, by utilizing natural surveillance, access control and proper maintenance.

*Natural Surveillance:*

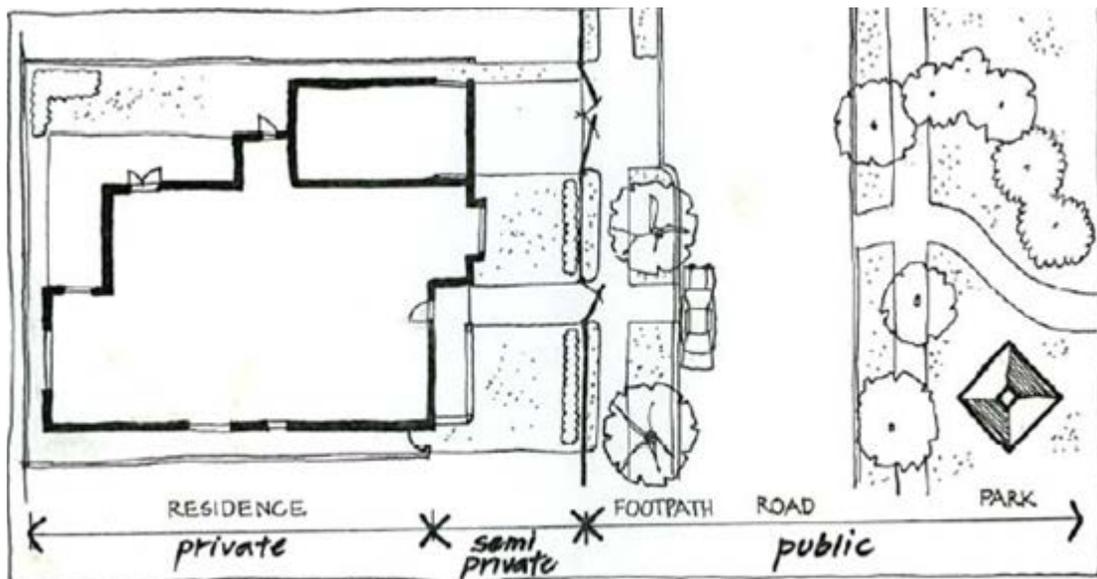


*Proper Maintenance:*



*A number of observers have clear sight lines to the streetscape allowing for natural surveillance*

*Access Control/ Public Private Delineation*



*Clearly marking the distinction between private, semi-private and public space allows for territorial reinforcement*

# Design Standards Example Guide

## Resources

**Architectural Review Committee Design Standards:** Syracuse City Ordinance Title 10 Chapter 28

**Allowed Street Trees:** Syracuse City Ordinance Title 10 Chapter 30 Section 7

**Land Use Ordinances:** Syracuse City Ordinance Title 10 Chapter 6

**Parking Requirements:** Syracuse City Ordinance Title 10 Chapter 8

**Site Planning:** Syracuse City Ordinance Title 10 Chapter 4 Section 90

**Crime Prevention Through Environmental Design (CEPTED):**

<http://www.cadca.org/files/CEPTED%20Handbook%20overview.pdf>

**Native Landscape Plants:**

<http://theutahhouse.org/files/uploads/Utah%20House%20Plant%20List%20v2%204p.pdf>

## Trees



Brigham City Hwy 89

## No Trees



Syracuse Antelope Drive

No Foundation Plantings



Foundation Plantings





## SYRACUSE CITY

### Syracuse City Council Special Meeting Agenda

**March 24, 2015 – immediately following the work session, which begins at 6:00 p.m.**

City Council Conference Room

Municipal Building, 1979 W. 1900 S.

1. Meeting called to order
2. Authorize Mayor Palmer to execute 2015 Forestry Fire and State Lands (FFSL) Memorandum of Understanding (MOU).
3. Authorize Mayor Palmer to execute 2015 Hill Air Force Base (HAFB) Mutual Aid Agreement.
4. Authorize Administration to award and execute contract for 1475 West, 3300 South, 930 West, and 3300 West Road Improvement Project.
5. Authorize Administration to award and execute contract for 2015 Pavement Preservation Project.
6. Authorize Administration to award and execute contract for 1000 West Road Improvement Project.
7. Authorize Mayor Palmer to execute agreement with Glen Eagle Golf Club for maintenance of storm drain channels.
8. Authorize Mayor Palmer to execute addendum to Joint Use Agreement with Syracuse Arts Academy.
9. Adjourn.

~~~~~

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

#### **CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 19<sup>th</sup> day of March, 2015 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.com/>. A copy was also provided to the Standard-Examiner on March 19, 2015.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

March 24, 2015

Agenda Item #2                      2015 Forestry Fire and State Lands (FFSL)  
Memorandum of Understanding (MOU)

## *Factual Summation*

- Any question regarding this agenda item may be directed at Fire Chief Froerer.
- 2015 Forestry Fire and State Lands MOU – Our most recent MOU with the State Forestry Fire and State Lands (FFSL) was initiated in May of 2014 and set to apply through June of 2017. This year FFSL updated their Fire Department Manual and rate structure as it applies to cooperators involved in the Wildfire Response Program, requiring a renewal of an MOU. This agreement provides a mechanism for procurement, use and compensation for services provided by the fire department outside our jurisdictional area of responsibility, to the State of Utah and its cooperators; pursuant to cooperative agreements, operating plans, closest forces agreements and suppression resource needs in support of fire suppression.



**Memorandum of Understanding  
Between the  
Utah Division of Forestry, Fire, and State Lands  
and the**

This memorandum of understanding is made by and between Syracuse Fire Department, hereinafter referred to as the "Department" or "District" as appropriate, and the State of Utah, Department of Natural Resources, Division of Forestry, Fire and State Lands, hereinafter referred to as "Division" as an addendum to the Davis County Cooperative Agreement. "Department" or "District" and "Division" shall hereafter be referred to jointly as "the parties".

**PURPOSE OF THIS** Memorandum of Understanding (MOU): to provide a mechanism for procurement, use and compensation for services provided by the fire department or district outside its jurisdictional area of responsibility to the State of Utah and its cooperators; pursuant to cooperative agreements, operating plans, closest forces agreements and suppression resource needs in support of fire suppression.

This MOU may also be used for the purposes of procuring personnel and equipment for the purposes of other fire management activities under the direction of the Division such as fuels mitigation and prescribed fire projects both inside and outside of the department or district's jurisdictional area. Any project work done for federal agencies must be done under the conditions of a separate agreement.

**WITNESSETH:**

WHEREAS it is in the best interest of the State of Utah and it's cooperators to have wildland fires detected and suppressed quickly before they become large and more difficult to control; and

WHEREAS the Department or District may have the capability to respond and suppress fires under the jurisdiction of the Division and/or its cooperators in a more timely and effective basis than any other assets or resources in the state; and

WHEREAS the Department or District may have the capabilities and resources to assist the Division with fire hazard mitigation projects that mutually benefit both parties;

WHEREAS the Department or District represents that it is a duly constituted fire department, fire district, or non-profit association or political subdivision of the State of Utah authorized to provide fire protection within the boundaries of the **map attached** hereto and by reference made a part hereof (Appendix A); and

WHEREAS the Department or District may also have a limited number of units of firefighting equipment that can be made available to the Division for fire management work.  
NOW THEREFORE, the parties to this agreement do hereby agree as follows:

## **The Division Agrees:**

1. To provide personnel and wildland firefighting resources inside the incorporated jurisdictional boundary of the Department or District when deemed available by the Division, and when the Department or District has exhausted its own resources or capabilities and has requested assistance from the Division and / or its cooperators. Payment for the Division's and cooperator resources will be based upon the suppression resources furnished at the actual cost of those resources to the Division.
2. To make available organizational training, and technical assistance and other expertise as available to the Department or District.
3. To make available such firefighting equipment as can be obtained and is suitable for the use of the Department or District in fire management work through programs such as Federal Excess Property Program (FEPP) by custodial agreement and the terms set forth in the Cooperative Fire Protection Agreement with the Counties throughout Utah.
4. To produce, update and distribute a handbook or manual that references rates, procedures and other references associated with this MOU.
5. To provide necessary forms as needed by the Department or District in executing its responsibilities under this agreement to the Division.
6. That the Department or District may refuse to furnish fire, EMT's, ambulance, or other personnel and equipment, when requested by the Division if by doing so it would reduce the Department or District resources to a level where it can no longer maintain an adequate level of fire protection or public safety on lands within its jurisdictional boundary or service area.
7. The Department or District may purchase wildland firefighting equipment and supplies through the Division's procurement system.
8. To inspect to Department or District's equipment annually or prior to use for mechanical soundness, safety and equipment inventory pursuant to NWCG guidelines and standards. This inspection does not replace the safety inspection required for vehicle license and registration by the State of Utah.

## **The Department Or District Agrees:**

1. To provide the Division Area Office with a written report on all known wildland fires in which the Department or District wishes to be reimbursed within 30 days of occurrence along with other documentation related to billing. The report information is required for payment. Note: if a state or federal representative is on-scene, that person may relieve the Department or District of this requirement.
2. The Department or District may be requested to engage in fire management activities outside of the Department or District's jurisdictional boundaries or service area, such as another district, county, or state, provided that, in doing so, the Department or District's resources would not be reduced to a level where the Department or District can no longer maintain an adequate level of fire protection on lands within its own jurisdictional boundary or service area.
3. To maintain and make available for use at the request of the Division, a work force and equipment subject to the provisions of this agreement, the FD manual and the Cooperative Fire Rate Agreement (Finance-100).

4. To accept direction and supervision by the Division or duly authorized representatives or NWCG or equivalent qualified cooperators while engaged in suppression activities at the Division's request. Also, to comply with the National Incident Management System (NIMS) Incident Command System (ICS) for protocol on the incident.
5. To maintain the following documentation on-board all vehicles listed on the Cooperative Fire Rate Agreement:
  - A current equipment inventory list
  - Letter of Cooperator verification
  - A copy of the Cooperative Fire Rate Agreement
  - A copy of this MOU
  - Division's Cooperator Manual
  - Pre-use inspection
  - Vehicle registration and proof of vehicle insurance
6. Each firefighter engaging in direct fire suppression or prescribed fire must have a current "red card" in their possession while working under this MOU. Details are found in the Division's Fire Department Manual and Rate Book.
7. To submit claims for reimbursement to the Division (Area Office) within thirty (30) days after release of its work force and/or equipment in the manner and form prescribed by the Division. NOTE: Due to administrative requirements in tracking costs, late claims received by the Division create an undue burden therefore, for every 30 days past the original 30 day deadline described above that claims are received by the Division, a 10% reduction from the invoice amount will be considered as a penalty. No claims for reimbursement will be accepted after the end of the calendar year.
8. To maintain wildland fire training qualifications and equipment standards as set forth by the Division. Personnel requested for structure protection on wildland urban interface or similar fires will be qualified to the level required for their structural firefighting position **and** basic wildland firefighter.
9. The Department or District shall provide the following insurance with a carrier authorized to conduct business with the State of Utah:
  - a. Workers' Compensation - Statutory for State of Utah
  - b. Employers' Liability;
    - i. \$100,000 each accident;
    - ii. \$100,000 each employee disease; and
    - iii. \$500,000 each policy limit disease
  - c. Commercial general liability limits of \$1,000,000 per occurrence and general aggregate limit. The policy shall contain a serviceability of interest provision, amount shall include coverage for:
    - i. Bodily injury;
    - ii. Property damage;
    - iii. Prevision liability; and
    - iv. Personal injury.
  - d. Commercial automobile insurance of \$1,000,000 combined single limit for each

occurrence for all owned, hired or non-owned vehicles, applicable to claims arising from bodily injury or death or any person or property damage arising out of the ownership, maintenance or use of any vehicle.

- e. Annual Certificate of Insurance shall be provided to the Division as evidence that policies providing the required coverage and limits are in full force and effect.

**IT IS MUTUALLY AGREED:**

1. To the fullest extent permitted by law, the Division, the State of Utah and the Department of Natural Resources and the Department or District mutually agree to defend, indemnify and hold each other and their agents and employees harmless from and against all claims, damages, losses and expenses relating to, arising out of, resulting from, or alleged to have resulted out of any fire management activity conducted pursuant to this agreement, except that each party shall bear liability for its own intentional and negligent acts or omissions and the intentional and negligent acts or omissions of its employees or agents.
2. That claims arising from weight and balance, structural modifications and gross vehicle weight of any vehicle subject to this MOU are the sole responsibility of the Department or District to whom the vehicle belongs or possesses by agreement. The Division and its cooperators shall be held harmless by the Department or District whose vehicles are involved for any liabilities, damage, injury or claims that arise from the use and involvement of said equipment in the fighting of fires or other official use as provided for in this MOU. Any vehicles, including FEPP that the Department or District deems not suitable for the purpose of fire suppression shall be taken out of service immediately and removed from the Cooperative Rate Agreement.
3. To pay and reimburse the Department or District for fire management support services, which include equipment and personnel listed on the Cooperative Rate Agreement, at the rates established by the Division; provided, however, that payment for fire suppression shall be made only for such activities on land outside the Department or District's established jurisdictional boundaries or mandated service area, when requested by the agency having jurisdiction. Upon mutual agreement between the County and the Division, the Department or District may receive reimbursement for services for extended attack within their own service area on unincorporated private lands. Payment for prescribed fire and fuels work may be made for services both inside and outside of the department or district's area of jurisdiction.
4. The Department or District will also be reimbursed for fires on state or federal wildlands within its geographical boundaries or service area, unless as described in #5 below, when the Division requests services. Although, suppression action may occur under closest forces or mutual aid in order to protect the Department or District's jurisdiction or neighboring jurisdictions during initial attack, reimbursement under this MOU should not be assumed.
5. The Department or District will only bill for back fill of -permanent, full time, career paramedics and overhead firefighters at or above the Unit Leader level or, within the Operations Section, above the Single Resource level such as Task Force and Strike Team Leaders, at a rate equal to or less than the wage of the firefighter assigned under this MOU. The requesting unit may refuse to fill any position that includes back fill, portal to portal, or other entitlements charged by responding fire department resources.

6. Suppression action taken on state owned land within the incorporated boundaries of a town or city is not eligible for reimbursement under this agreement. All suppression activities in the incorporated towns and cities are the responsibility of the town or city.
7. Resources will be tracked by the local Interagency Fire Center by use of systems such as ROSS or WildCad. Resources covered under this agreement shall comply with ICS/NIMS demobilization procedures and not "self demobilize" from the assigned incident. The Division's area duty officer must approve dispatches outside of the local Interagency Fire Center dispatch zone.
8. Radio communications equipment standards under this agreement shall be narrow band (12.5 mhz) compliant. Resources being utilized within a "local area" only must have the capability of communicating by radio with the local Interagency Fire Center via the appropriate radio repeaters as well as communicate with field units on pre-programmed tactical and air to ground frequencies. Resources made available for dispatch outside of the local area shall have the ability to program all radios in the field.
9. Staffing of ordered equipment shall follow the standard staffing identified in the Cooperative Rate Agreement. However, if standard staffing cannot be achieved, a deduction will occur on the invoice or the equipment may be released for failure to comply with the terms of the Cooperative Rate Agreement. Staffing that exceeds the standard staffing identified in the Cooperative Rate Agreement or extra personnel must be approved at the time of the dispatch request. Staff that does not meet the NWCG minimum staffing requirements will not be reimbursed.
10. Support and Command vehicles shall only be eligible for compensation if ordered and approved by the Division on a case-by-case basis. Support and Command vehicles must appear on the Department or District's Cooperative Rate Agreement.
11. Payment to the Department or District will be made for services rendered. The Division will not be responsible for distribution of funds to individuals or entities other than the party to this agreement.
12. That the Department or District will be hired and reimbursed as set forth in a Cooperative Rate Agreement (Finance-100) attached hereto as Exhibit B, from the Division.
13. Equipment under Cooperative Fire Rate Agreement will not receive reimbursement for loss, damage or destruction of equipment due to ordinary wear and tear or loss. Damage which occurs as the result of driver / operator negligence or poor maintenance will be the responsibility of the department / district.
14. Replacement of expendable supplies such as, but not limited to foam concentrate, MRE's, backfiring fuses etc. may be replaced by the incident by use of a general message form or use of the Fire Incident Replacement form and approved by the line supervisor or a Division representative.
15. Fire Department Personnel, under agreement with the State, are eligible for 2 days of paid Rest and Recovery (R&R) after an assignment of fourteen or more consecutive days outside their area of jurisdictional responsibility. Cost of R&R will be charged to the ordering incident.
16. Amendments: This agreement may be modified only by a written amendment signed by the parties. However, if mutually agreed, the parties may enter into specific supplemental, written agreements, subject to appropriate approvals, to accomplish the goals of this agreement and to carry out its terms and conditions.
17. Cancellation: The either party may terminate this agreement by written notice given to the other party, thirty (30) days in advance of the effective date of such termination.

18. Nondiscrimination: The parties' performances under this agreement shall be without discrimination as to race, color, creed, sex, or national origin.
19. Notices: All notices required by this agreement shall be in writing delivered to the person and address specified below or to such other persons or addresses as either party may designate to the other party by written notice.
20. Signature of this agreement constitutes acceptance of rates as described in the publication *2015 Fire Department Manual and Rates*

## DEFINITIONS

Closest Forces:	The use of the closest available appropriate qualified firefighting resources, regardless of agency, for initial attack.
Mutual Aid:	Reciprocal emergency response agreement between jurisdictional neighbors in which assistance is rendered. Traditionally this is done at no cost to the receiving agency.
Cooperator(s):	Cooperator under this agreement means agencies, entities or other stakeholders, other than the parties to this agreement, that agree to work or operate in a cooperative manner under written agreement with the Division toward common objectives such as fire suppression.
Department or District:	Refers to the fire department or fire district that is party to this MOU.
NWCG:	The National Wildfire Coordinating Group (NWCG) is made up of the USDA Forest Service; four Department of the Interior agencies: Bureau of Land Management (BLM), National Park Service (NPS), Bureau of Indian Affairs (BIA), and the Fish and Wildlife Service (FWS); and State Forestry agencies through the National Association of State Foresters. The purpose of NWCG is to coordinate programs of the participating wildfire management agencies so as to avoid wasteful duplication and to provide a means of constructively working together. Its goal is to provide a more effective execution of each agency's fire management program. The group provides a formalized system to agree upon standards of training, equipment, qualifications, and other operational functions.
FEPP:	Federal Excess Personal Property (FEPP) program, Federal property, originally purchased for use by a Federal agency, but no longer needed by that entity, is acquired by the USDA Forest Service for loan to one of the 50 States or the Territories for use in the State's rural or wildland fire protection program. As a result, the equipment stays in service to the United States, protecting lives and property across the nation. The Federal Government retains the title. The property must be returned to Federal Government when no longer used within the fire program.

Independent Action: Action taken on lands under the protection responsibilities of another agency/entity without the notification and approval, of that agency or entity.

Fire Management: all activities required to manipulate wildland fire in order to protect values at risk, enhance public safety and meet land management objectives. Activities may include but are not limited to: fire suppression, prescribed fire, prevention and education, hazardous fuel mitigation, training, planning and preparation.

**SIGNATURES**

Department or District: Syracuse Fire Department	Division of Forestry, Fire and State Lands
Address: 1869 South 3000 West Syracuse, Utah 84075	Address: 1594 West North Temple, Suite 3520 Salt Lake City, Utah 84114
Phone #: (801)614-9614	Phone #: (801)538-5466
Authorized Agent:	Authorized Agent:
Authorized Signature:	Authorized Signature:
Date:	Date:

County Representative: \_\_\_\_\_

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

**List of Appendixes:**

- A. Department or District Jurisdictional Boundary Map
- B. Completed Cooperative Rate Agreement



# COUNCIL AGENDA

March 24, 2015

Agenda Item #3

2015 Hill Air Force Base (HAFB) Mutual Aid Agreement.

### *Factual Summation*

- Any question regarding this agenda item may be directed at Fire Chief Froerer.
- Hill Air Force Base Mutual Aid Agreement – Hill Air Force Base (Department of Defense and the United States Air Force) requires a renewal of their Mutual Aid Agreement with surrounding communities every three years for HAFB Fire Dept to be able to provide us with mutual aid resources (Fire Suppression, HazMat Response, Explosive Ordinance Disposal), and this is the renewal year. The verbiage is established by the United States Air Force and has not changed for the last two renewal cycles.



**DEPARTMENT OF THE AIR FORCE  
775TH CIVIL ENGINEER SQUADRON (AFMC)  
HILL AIR FORCE BASE UTAH**

6 February 2015

**MEMORANDUM FOR SYRACUSE FIRE DEPARTMENT**

**FROM:** Hill Air Force Base Fire Department  
775 CES/CEF  
5713 Lahm Lane, Bldg 593N  
Hill AFB, UT 84056-5222

**SUBJECT:** Mutual Aid Agreement

1. Please find enclosed the Mutual Aid Agreement required by the Department of Defense and United States Air Force. In order for the Hill Air Force Base Fire Department to be able to provide your community with mutual aid resources, this agreement must be renewed.
2. We have a mutual aid agreement with the twenty communities that surround Hill Air Force Base. If your particular agency requires something other than the Air Force agreement, we could solicit our respective legal experts to cooperate in finalizing any details. If we must sign two documents as opposed to just the one enclosed, I will make every effort to convince the decision-making authority on Base to do so.
3. Although we must consider the liabilities involved when entering into these agreements, rest assured that our primary concerns are public safety and support of your organization when requested. We will provide whatever resources are available to assist you in protecting your citizens, resources, and facilities.
4. For expeditious processing of this agreement through Base authorities, please return your signed agreement(s) by 6 April 2015. A return envelope is enclosed. We will wait until signed agreements from all mutual aid partners are received before sending forward for Base signature. When all signatures are complete, a copy will be returned to you for your files.
5. If you have any questions concerning this matter, do not hesitate to contact the undersigned at (801) 430-2194 or [craig.golden.1@us.af.mil](mailto:craig.golden.1@us.af.mil).

A handwritten signature in black ink, appearing to read "Craig N. Golden", is positioned above the typed name.

**CRAIG N. GOLDEN**  
Fire Chief, Hill Air Force Base Fire Department

**Attachments:**

1. Mutual Aid Agreement
2. Addressed Return Envelope

AGREEMENT FOR MUTUAL AID  
FIRE EMERGENCY SERVICES

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 30th day of June 2015, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander of Hill Air Force Base pursuant to the authority of 42 U.S.C. § 1856a and the Syracuse Fire Department. Together the Air Force and Syracuse Fire Department are hereinafter referred to as the "Parties".

**WITNESSETH:**

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

WHEREAS, as set forth in 42 U.S.C. § 1856 the term 'fire protection' includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

**NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:**

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and Air Force Instruction 32-2001, *Fire Emergency Services Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Hill Air Force Base Fire Department by a representative of the Syracuse Fire Department, fire protection equipment and personnel of the Hill Air Force Base Fire Department will be dispatched to any point within the area for which the Syracuse Fire Department normally provides fire protection services as designated by the representatives of the Syracuse Fire Department.
- d. On request to a representative of the Syracuse Fire Department by a representative of the Hill Air Force Base Fire Department, fire protection equipment and personnel of the Syracuse Fire Department will be dispatched to any point within the jurisdiction of the Hill Air Force Base Fire Department as designated by the representative of the Hill Air Force Base Fire Department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

- (1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.
- (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of the official.
- (3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
- (4) Hazardous Materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.
- (5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Syracuse Fire Department normally provides fire protection services, the chief of the Hill Air Force Base Fire Department or his or her representative may assume full command on arrival at the scene of the crash.
- (6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Hill Air Force Base Fire Department to observe Air Force Operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), Syracuse Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by Syracuse Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Syracuse Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Syracuse Fire Department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral will be divided equally between the Parties, and the selection of any third party neutral will be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.

m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:  
Hill Air Force Base  
c/o Commander, 75th Air Base Wing  
7981 Georgia Street, Suite 100  
Hill AFB UT 84056-5824

And:

Department of the Air Force  
AFCEC/CXF  
139 Barnes Dr. Suite 1  
Tyndall AFB FL 32403-5319

And:

Hill Air Force Base  
c/o Fire Chief  
5713 Lahm Lane, Bldg. 593N  
Hill AFB UT 84056

For:

Syracuse Fire Department  
c/o Fire Chief  
1869 South 3000 West  
Syracuse, UT 84075

#### **TERMS OF THE AGREEMENT**

n. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years (2020) from that date (the "Term") and automatically renews annually for a term of 20 years. Either Party may unilaterally terminate this agreement during the Term by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

o. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

p. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

q. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this agreement to be executed by their duly authorized representatives on the dates shown below:

MAYOR

For Syracuse City

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

Name: \_\_\_\_\_

MAYOR

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

THE UNITED STATES OF AMERICA

by the Secretary of the Air Force

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

Name: \_\_\_\_\_

COMMANDER, 75<sup>th</sup> ABW, USAF

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

FIRE DEPARTMENT

For Syracuse Fire Department

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

Name: \_\_\_\_\_

FIRE CHIEF

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



# COUNCIL AGENDA

March 24, 2015

Agenda Item #4

## **Award Contract for 1475 West, 3300 South, 930 West, and 3000 West Road Improvement Project**

### *Factual Summation*

- Any questions about this agenda item can be directed to Robert Whiteley.
- The project will replace asphalt on various roads throughout the city including a failed sewer main on Allison Way.
- This project will make improvements at the intersection of 3000 West and Antelope Drive in preparation for UDOT to install a traffic signal.

### *Recommendation*

Award bid to Consolidated Paving and Concrete, Inc.



March 12, 2015

Mr. Brody Bovero, City Manager  
Syracuse City Corporation  
1979 West 1900 South  
Syracuse, Utah 84075

Re: Recommendation for Award of Contract  
1475 West, 3300 South, 930 West & 3000 West Road Improvement Project

Dear Brody:

Enclosed is the bid tabulation graph for the bids opened March 10, 2015 for the above referenced project. This project will replace sections of failing asphalt on 1475 West Street, 3300 South Street, 930 West Street and Allison Way. This project will also widen 3000 West Street at the intersection of Antelope Drive in preparation for UDOT to install a signal. This project will fix existing drainage problems along the west shoulder and pipe the existing ditch on 3000 West between Antelope Drive and Bluff Road. Lastly, an existing sewer main on Allison Way will be replaced.

The low bidder and bid amount are as follows:

Consolidated Paving & Concrete, Inc.  
1705 West 2450 South  
Ogden, Utah 84401  
Telephone: (435)-703-0023  
Bid Amount: \$685,852.70

We have reviewed the submitted bid from all five bidders and recommend awarding the contract to Consolidated Paving & Concrete, Inc. Please call with any questions you may have regarding this information. Once the Notice of Award has been executed we will forward them to the contractor for signature.

Sincerely,

Robert Whiteley, P.E.  
Public Works Director



## MEMORANDUM

**To:** Mayor and City Council  
**From:** Public Works Department  
**Date:** March 12, 2015  
**Subject:** Bid Award for the 1475 West, 3300 South, 930 West & 3000 West Road Improvement Project

### Background:

This project will replace the asphalt on various failing road throughout the City, replace a sewer main on Allison Way, & widen 3000 West at the Antelope Drive intersection in preparation for UDOT to install a signal.

### Schedule:

The construction will begin as soon as contract documents are in place and be completed by August. Construction on 3000 West will not begin until summer recess.

### Cost:

The funding for this project will come from various sources which are outlined in the table below:

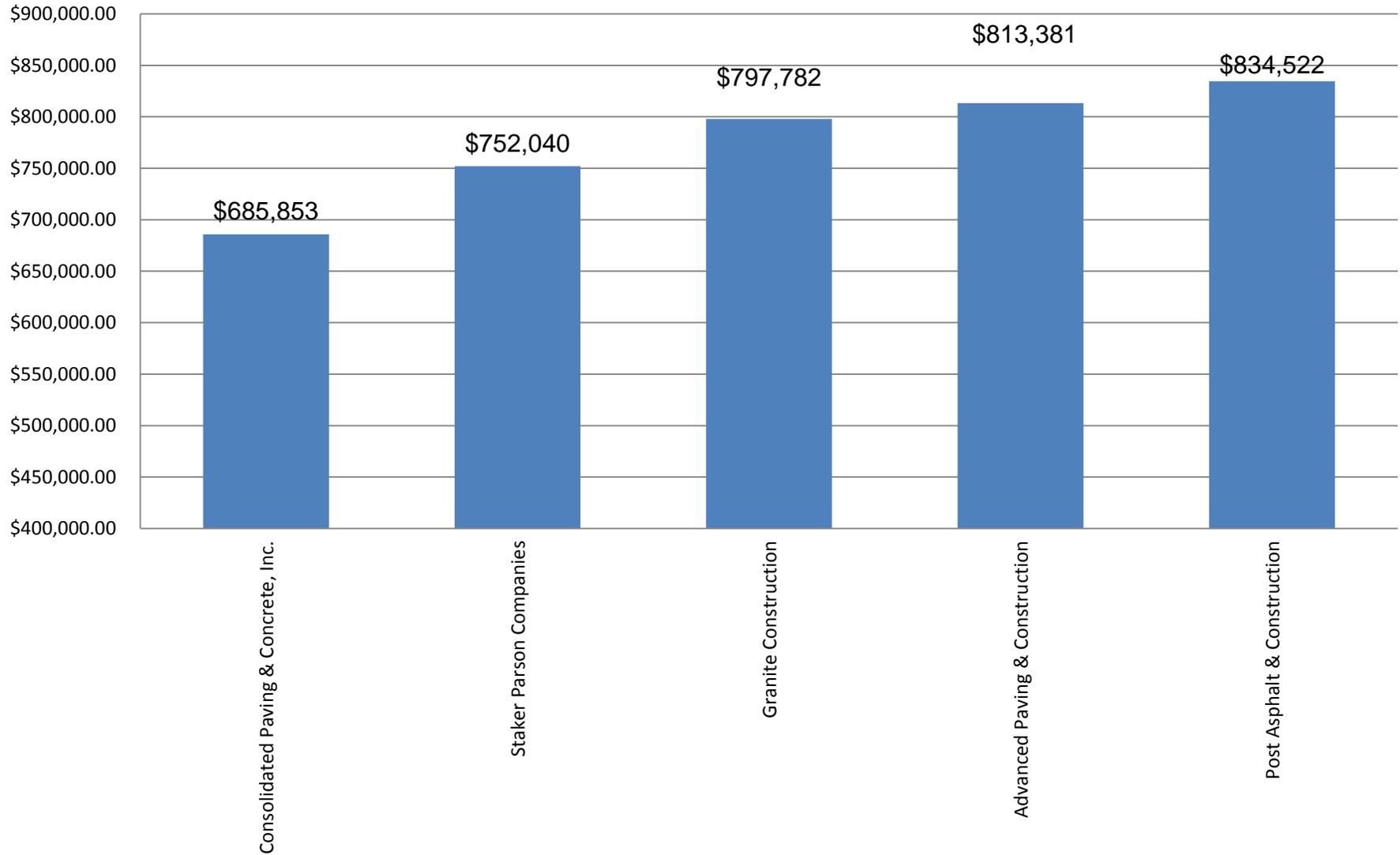
	Class C 204070	Storm Drain Capital 401670	Storm Drain Maintenance 404045	Storm Drain Impact Fee 414070	Sewer Capital 531670	Road Impact Fee 214070	
<b>Total</b>	\$312,148.74	\$13,929.09	\$12,423.19	\$73,467.67	\$149,034.57	\$124,849.44	\$685,852.70
<b>Budget</b>	\$360,000.00	\$18,500.00	\$12,000.00	\$262,000.00	\$90,000.00	\$160,000.00	\$902,500.00
<b>Difference</b>	\$58,874.91	\$5,060.85	\$56.75	\$118,354.77	\$19,227.00	\$39,560.02	\$216,647.30

### Recommendation:

We recommend that the bid be awarded to Consolidated Paving and Concrete, Inc.

# Bid Tabulation

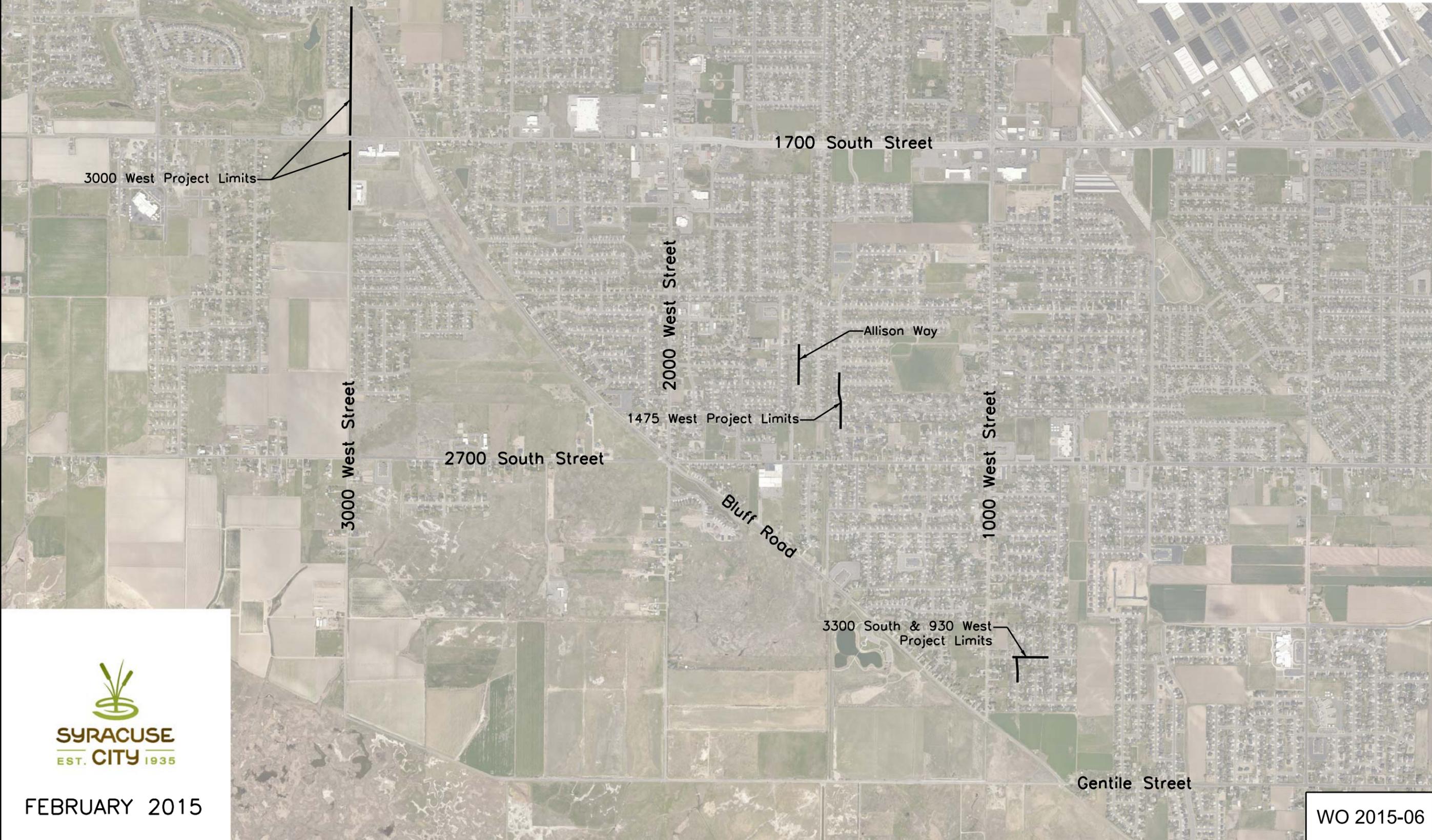
## 1475 West, 3300 South, 930 West & 3000 West Road Improvement Project



# SYRACUSE CITY CORPORATION

## 1475 WEST, 3300 SOUTH, 930 WEST & 3000 WEST ROAD IMPROVEMENT PROJECT

LAST UPDATED:  
FEBRUARY 1, 2015  
DRAWN BY: BB



1475 WEST, 3300 SOUTH, 930 WEST & 3000 WEST  
ROAD IMPROVEMENT PROJECT

COVER



FEBRUARY 2015



WO 2015-06

SHEET:  
1 OF 35



# COUNCIL AGENDA

March 24, 2015

Agenda Item #5

## **Award Contract for 2015 Pavement Preservation Project**

### *Factual Summation*

- Any questions about this agenda item can be directed to Robert Whiteley.
- The project includes 3.1M square feet of high density mineral bond asphalt sealer covering approximately 16 miles of road throughout the city.

### *Recommendation*

Award bid to Holbrook Asphalt Company



March 12, 2015

Mr. Brody Bovero, City Manager  
Syracuse City Corporation  
1979 West 1900 South  
Syracuse, Utah 84075

Re: Recommendation for Award of Contract  
2015 Pavement Preservation Project

Dear Brody:

Enclosed is the bid tabulation graph for the bids opened March 10, 2015 for the above referenced project. Two bids were received however one bid did not meet the specification called out in the contract documents so one bid was rejected. This project includes installing 3,111,754 square feet of high density mineral bond throughout the City. This effort is to extend the life of the existing asphalt will cover approximately 16 miles of roads throughout the City. I would like to recognize the hard work put in by our public works staff which is have all pulled together to crack seal 3.1+ million square feet of asphalt in preparation for this project.

The low bidder and bid amount are as follows:

Holbrook Asphalt Company  
3828 South 1700 East  
St George, Utah 84790  
Telephone: (435)-703-0023  
Bid Amount: \$513,781.10

We have reviewed the submitted bid from all bidders and recommend awarding the contract to Holbrook Asphalt Company. Please call with any questions you may have regarding this information. Once the Notice of Award has been executed we will forward them to the contractor for signature.

Sincerely,

Robert Whiteley, P.E.  
Public Works Director



## MEMORANDUM

**To:** Mayor and City Council  
**From:** Public Works Department  
**Date:** March 12, 2015  
**Subject:** Bid Award for the 2015 Pavement Preservation Project

### Background:

This project was put together in an effort to preserve the asphalt life of various roads throughout the City. This project will install 3,111,754 square feet of high density mineral bond. This project will cover approximately 16 miles of road throughout the City as well as the Community Center Parking Lot. Two bids were received for this project but one was rejected as the contractor did not meet the specification called out in the contract documents. The striping was removed from the bid to be added onto other striping needs throughout the City.

### Schedule:

The construction will begin as soon as contract documents are in place and be completed by August.

### Cost:

The funding for this project will come from two sources which are outlined in the table below. City staff will also be perusing getting some reimbursement by pulling outstanding subdivision bonds on Craig Estates Phase 3 and Maplewood Subdivision Phase 7.

	<b>Class C 20-40-70</b>	<b>Building &amp; Grounds Maintenance Budget 10-51-30</b>	
<b>Total</b>	\$505,117.47	\$8,663.63	\$513,781.10
<b>Budget</b>	\$550,000.00	\$8,663.63	\$558,663.63
<b>Difference</b>	\$44,882.53	\$0.00	\$44,882.53

### Recommendation:

We recommend that the bid be awarded to Holbrook Asphalt Company.

# Bid Tabulation

## 2015 Pavement Preservation Project



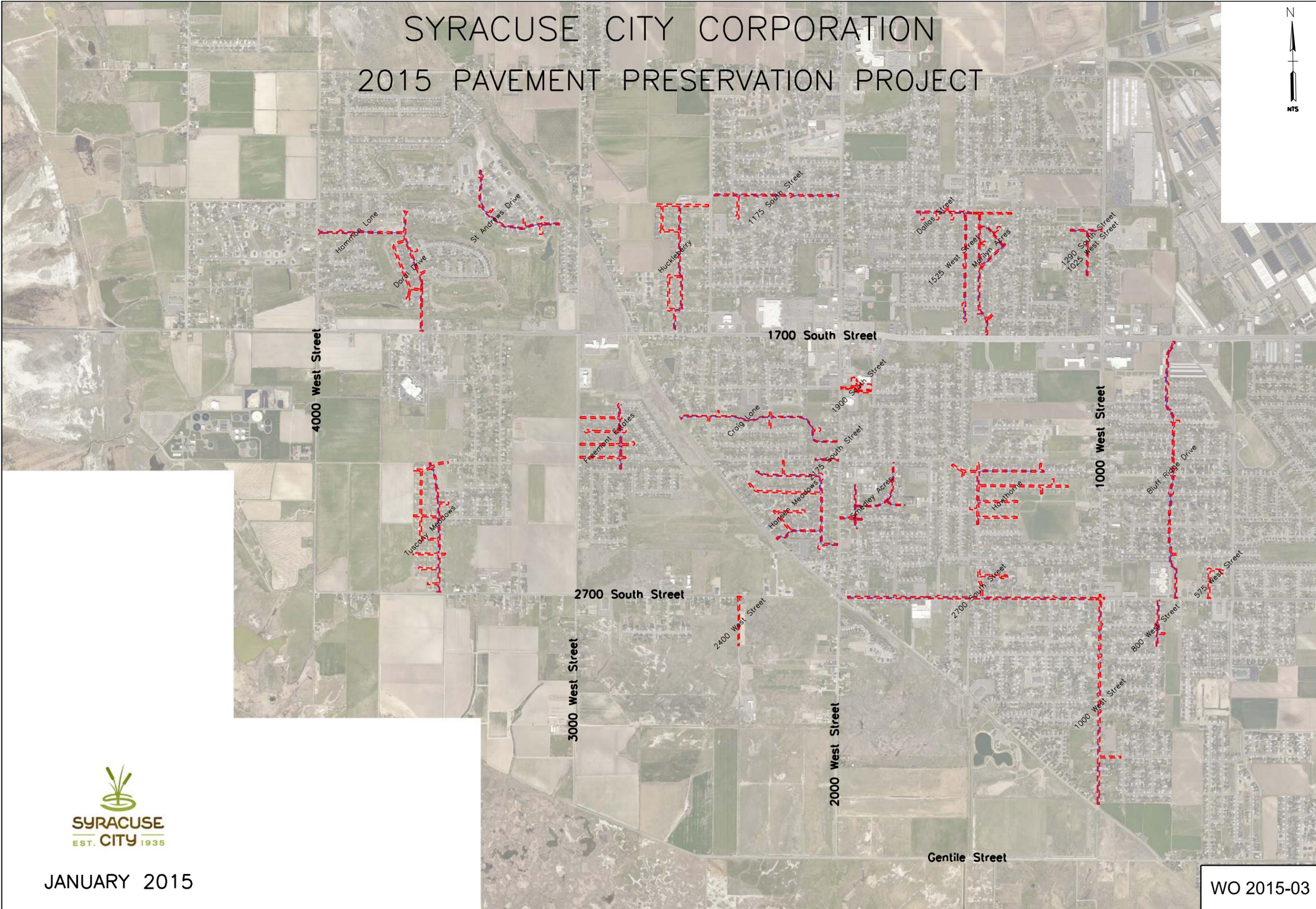
# SYRACUSE CITY CORPORATION 2015 PAVEMENT PRESERVATION PROJECT



LAST UPDATED:

JANUARY 1, 2015

DRAWN BY: BB



2015 PAVEMENT PRESERVATION PROJECT

COVER



JANUARY 2015



WO 2015-03

SHEET:  
1 OF 73



# COUNCIL AGENDA

March 24, 2015

Agenda Item #6

## **Award Contract for 1000 West Road Improvement Project**

### *Factual Summation*

- Any questions about this agenda item can be directed to Robert Whiteley.
- The project limits are between Antelope Drive and 2075 South.
- Some work will be performed at night and on weekends.

### *Recommendation*

Award bid to Post Asphalt and Construction.



March 13, 2015

Mr. Brody Bovero, City Manager  
Syracuse City Corporation  
1979 West 1900 South  
Syracuse, Utah 84075

Re: Recommendation for Award of Contract  
1000 West Road Improvement Project

Dear Brody:

Enclosed is the bid tabulation graph for the bids opened March 10, 2015 for the above referenced project. This project includes culinary and secondary utility infrastructure upgrades and repaving on 1000 West Street from Antelope Drive to 2075 South Street.

The low bidder and bid amount are as follows:

Post Asphalt and Construction  
1762 West 1350 South  
Ogden, UT 84404  
Telephone: (801)-732-0205  
Bid Amount: \$639,126.10

We have reviewed the submitted bid from all bidders and recommend awarding the contract to Post Asphalt and Construction. Please call with any questions you may have regarding this information. Once the Notice of Award has been executed we will forward them to the contractor for signature.

Sincerely,

Robert Whiteley, P.E.  
Public Works Director



## MEMORANDUM

**To:** Mayor and City Council

**From:** Public Works Department

**Date:** March 13, 2015

**Subject:** Bid Award for the 1000 West Road Improvement Project

### Background:

This project is one that was identified in our list presented to city council as a high priority due to poor existing asphalt conditions and the need to upgrade utilities. This project will upsize existing culinary and secondary mains and repave 1000 West Street from Antelope Drive to 2075 South Street.

### Schedule:

The construction will begin as soon as contract documents are in place and be completed by July.

### Cost:

The funding for this project will come from multiple sources and the construction costs are outlined in the table below. The culinary water deficit will be made up using savings from other projects.

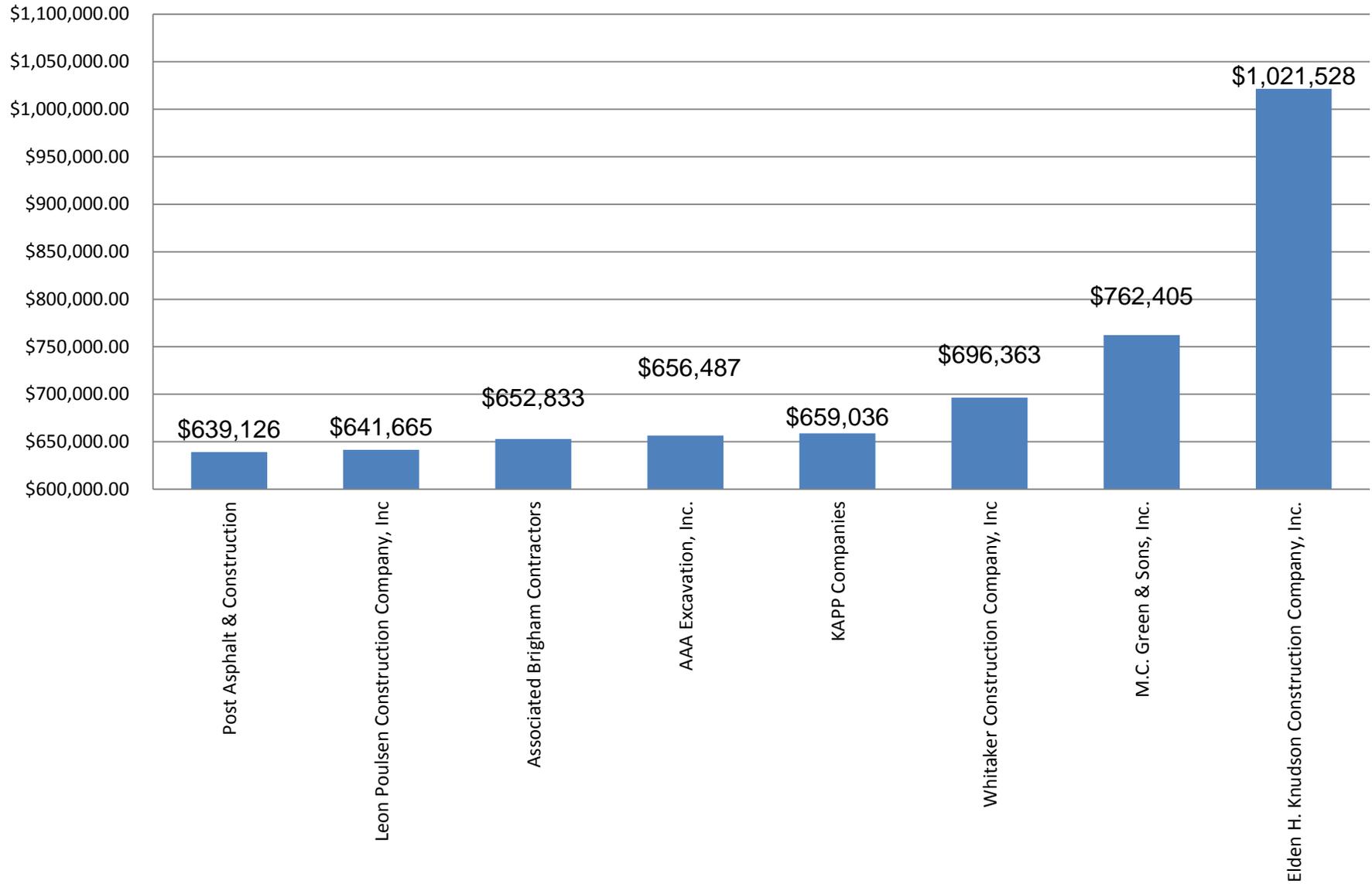
	<b>204070 Class C</b>	<b>501670 Culinary Capital</b>	<b>301670 Secondary Capital</b>	<b>314270 Secondary Impact Fee</b>	<b>401670 Storm Drain Capital</b>	
<b>Total</b>	\$150,640.85	\$264,570.25	\$37,322.50	\$178,327.50	\$8,265.00	\$639,126.10
<b>Budget</b>	\$173,000.00	\$255,000.00	\$50,000.00	\$194,000.00	\$13,000.00	\$685,000.00
<b>Difference</b>	\$22,359.15	-\$9,570.25	\$12,667.50	\$15,672.50	\$4,735.00	\$45,873.90

### Recommendation:

We recommend that the bid be awarded to Post Asphalt and Construction.

# Bid Tabulation

## 1000 West Road Improvement Project



# SYRACUSE CITY CORPORATION

## 1000 WEST ROAD IMPROVEMENT PROJECT

LAST UPDATED:  
FEBRUARY 1, 2015  
DRAWN BY: BB



1000 WEST ROAD IMPROVEMENT PROJECT

COVER



2000 West Street

1700 South Street

Project Limits

1000 West Street

500 West Street

2700 South Street



### WORK LIMITATIONS:

\*Schedule A From Station 32+11 To 46+00

~All Underground Work In Schedule A Must Be Completed First.

\*Schedule B From Station 46+00 To 51+37

~All Underground Work In Schedule B Must Be Performed At Night Between The Hours Of 9:00 PM & 6:00 AM. ADA Ramps Can Be Poured During The Day Provided Traffic Is Not Interrupted. Paving Can Be Completed At Night Or On A Sunday.

~Schedule B Must Be Completed Within 30 Days After Commencement

FEBRUARY 2015

WO 2015-07

SHEET:  
1 OF 26



# COUNCIL AGENDA

March 24, 2015

Agenda Item #7

## **Glen Eagle Storm Channel Maintenance Agreement**

### ***Factual Summation***

- Any questions about this agenda item can be directed to Robert Whiteley.
- Upon approval of the Muirfield Subdivision, Phase 9 the city council on Feb 12, 2002 placed a condition that the city enters into an agreement with Glen Eagle Golf Course and Blackburn Jones to maintain the open channels throughout the golf course.
- The discussion indicates that Blackburn Jones would maintain the channels until all subdivision phases master-planned around the golf course are complete.
- Highlands at Glen Eagle Phase 10 is the last subdivision developed and began its warranty on July 22, 2014 with an anticipated end of warranty expected this July.
- Being that all subdivisions are developed, Blackburn Jones has completed their obligation of channel maintenance; leaving the city and golf course responsible for long term maintenance.
- Agreement and Exhibit A are attached.

### ***Recommendation***

Enter into a storm channel maintenance Agreement with Glen Eagle Golf Course LC in order to assist with maintenance of the storm water channels for a period of twenty years.

**AGREEMENT BETWEEN SYRACUSE CITY AND  
GLEN EAGLE GOLF CLUB LC FOR MAINTAINANCE OF STORM DRAINS  
AND CHANNELS**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Syracuse City, a municipal corporation of the State of Utah, (hereinafter referred to as the "City"); and Glen Eagle Golf Club LC, a private company (hereinafter referred to as "Glen Eagle").

**WITNESSETH:**

WHEREAS, there exists storm drain pipes that outfall from City streets to open channels surrounding areas of Glen Eagle Golf Course located within Syracuse City and the City desires to facilitate the maintenance of certain storm drains and open channels located on the Glen Eagle Golf Course in order to prevent the risk of flooding caused from storm water; and

WHEREAS, the total acreage being drained including City streets and home drains is 235 acres, more or less, and the total acreage being drained from the golf course is 173 acres, more or less; and

WHEREAS, due to the extraordinary growth and quantity of invasive vegetation, amongst other things; the maintenance of these storm water drains and channels located in the Glen Eagle Golf Course can be particularly burdensome; and

WHEREAS, the City and Glen Eagle agree that the maintenance and managing the vegetation located within these storm drains and channels located within the Glen Eagle Golf Course is mutually beneficial to the City and its citizenry and Glen Eagle; and

WHEREAS, this mutually beneficial objective can be advanced by the City and Glen Eagle entering into an Agreement providing for mutual cooperation and assistance for the maintenance of these storm drains and channels; and

WHEREAS, it is deemed to be in the best interest of the City and Glen Eagle to work together to accomplish the goal of providing unobstructed storm runoff to the storm drains and channels located within the Glen Eagle Golf Course.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agree as follows:

1. Scope of Agreement.

The Parties agree the scope of the Agreement will be to work together to effectively and efficiently provide for efficient and unobstructed storm water runoff to the storm drains located within the residential developments located on or adjacent to the Glen Eagle Golf Course as well as the storm drains and ditches located within the Glen Eagle Golf Course as more fully described and depicted in Exhibit "A", which is attached hereto and incorporated herein by this reference. The respective responsibilities of the Parties will be more fully outlined within this Agreement.

2. Respective Responsibilities of the Parties.

The Parties agree to provide the following materials, labor or other consideration:

a. Syracuse City:

- i. The City will share fifty percent (50%) of the total costs for the initial cuttings contracted out to the lessor of: the lowest bidder in the event the City elects to request proposals for said cutting or Davis County Public Works at their established rate for equipment plus labor if the lowest bidder is more than the noted County rates. The initial cuttings will continue until the City secures a compact excavator with flail mower or similar capabilities to accomplish the goals of this Agreement.
- ii. The City will secure a compact excavator (mini-ex) with a flail mower attachment or machinery with similar capabilities that will be provided and utilized in clearing and maintaining the storm drain channels located within the Glen Eagle Golf Course as more fully described in Exhibit "A" of this Agreement. The mini-ex will be provided by the City to be utilized by Glen Eagle to clear and maintain the storm drain channels. All labor and materials, including but not limited to fuel for the mini-ex, will be provided by Glen Eagle. The total costs of the compact excavator described in this paragraph shall be considered the City's portion of the shared cost to maintain the channels.
- iii. The City will provide all labor and materials necessary to maintain the storm drain pipes, manholes, and catch basins located within the residential developments located within or adjacent to the Glen Eagle Golf Course as more fully described in Exhibit "A" of this Agreement.

b. Glen Eagle :

- i. Glen Eagle will share fifty percent (50%) of the total costs for the initial cuttings contracted out to the lessor of: the lowest bidder in the event the City elects to request proposals for said cutting or Davis County Public Works at their established rate for equipment plus labor if the lowest bidder is more than the noted County rates. The initial cuttings will continue until the City secures a compact excavator with flail mower.
- ii. Glen Eagle will provide all labor and materials necessary to safely and effectively operate the equipment described in subparagraph 4(a) (ii) in order to maintain the storm drain channels as more fully described in Exhibit "A" of this Agreement. Maintaining the open channels shall include cutting, removing, hauling, and properly disposing vegetation or burning vegetation upon permit obtained from the local fire authority. The labor described in this Paragraph shall be considered Glen Eagle's portion of the shared cost to maintain the channels.

- iii. Glen Eagle will provide any and all easements necessary for the City to access, operate, and maintain the channels including but not limited to ingress/egress and construction easements.

3. No Compensation Paid by the City for Labor Provided by Glen Eagle.

No compensation will be paid by the City to Glen Eagle or Glen Eagle's employees, agents or contractors for any expenses associated with Glen Eagle's responsibilities under this Agreement, including but not limited to costs for materials, labor and equipment.

4. Ownership and Maintenance.

Syracuse City.

All drains and lines located within the residential developments located within or adjacent to the Glen Eagle Golf Course as more fully described in Exhibit "A" will be solely owned and maintained by the City and will at all times be operated and maintained by the City.

Glen Eagle.

All drains and channels located within the Glen Eagle Golf Course as more fully described in Exhibit "A" will be solely owned and maintained by Glen Eagle using equipment provided by the City, and will at all times, be operated and maintained by Glen Eagle. Glen Eagle shall be liable for any damage caused to City property or equipment by Glen Eagle, its agents and assigns or third parties while utilizing the equipment described within this Agreement.

5. Equipment to be Used Exclusively for the Purposes Contained in this Agreement.

Glen Eagle agrees that the equipment provided pursuant to this Agreement serves a public purpose and shall be used exclusively for the public purpose set forth herein. The Parties agree that the equipment is and shall remain the sole property of the City and shall not be used for any purpose that is beyond the scope of this Agreement without having first obtained written authorization by the City. Equipment use that is outside the scope of this Agreement shall be subject to usage fees as more fully outlined in the Syracuse City Consolidated Fee Schedule. Any damage beyond typical wear and tear caused by Glen Eagle while in his care, including but not limited to negligence, shall be repaired at Glen Eagle's sole expense.

6. Term.

The term of this Agreement shall be for twenty (20) years from the date of the execution of this Agreement by Parties.

7. Insurance.

The Parties, including all contractors or subcontractors shall be adequately insured, as required by the City, throughout the duration of this Agreement without any lapses in coverage. Glen Eagle agrees to provide proof of such insurance coverage upon request by the City.

8. Entire Agreement.

This Agreement shall constitute the entire agreement between the Parties. Any prior communication or representations regarding the subject matter hereof are not binding upon either Party.

9. Amendments.

This Agreement may be changed, modified or amended only by written agreement of both Parties.

10. Remedies for Breach.

In the event of any default or breach of any of the terms of this Agreement, the defaulting Party shall, upon written notice from the other Party, proceed immediately to cure or remedy such default or breach and cure or remedy the breach within thirty (30) days after receipt of such notice. If the breach is not remedied, the aggrieved Party may initiate proceedings to remedy such default or breach, including but not limited to, proceedings to compel specific performance.

11. Notices.

All notices, demands and requests under this Agreement must be in writing and delivered personally or by United States certified mail, return receipt requested, postage prepaid to the respective addresses below:

Syracuse City:  
Attn: City Manager

Glen Eagle Golf Club LC  
Attn: Michael E. McBride

12. Attorneys' Fees.

In the event of any action or suit for breach of any of the terms of this Agreement, the prevailing Party in such action or suit shall be entitled to recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

13. No Separate Entity Created.

The purpose of this Agreement is to provide for the effective and efficient maintenance of certain storm drains and channels located within Syracuse City that is mutually

beneficial to Parties. No separate legal entity or partnership of any kind is created by this Agreement.

14. Agreement Binding Upon Parties' Agents and/or Assigns; Transfer, Assignment or Delegation of Rights.

This Agreement shall be binding on the respective Parties' employees, agents, contractors, etc. The rights, duties, powers and obligations enumerated in this Agreement may not be transferred, assigned or delegated without the consent of both Parties.

15. Third Party Beneficiaries.

This Agreement shall not be construed to confer any benefit upon a third party.

16. Indemnification.

The Parties shall each be responsible for conducting their respective activities provided for and contemplated herein. Each Party agrees to indemnify and hold the other Party harmless for any claim, injury, or damage arising out of or connected with the actions or omissions of the Party in connection with any activity contemplated by this Agreement.

17. Successors and Assigns.

The provisions of this Agreement shall be binding upon all successors and assigns of the parties to this Agreement.

18. City Council Approval.

This Agreement shall only be binding on the City, upon approval of a resolution of the Syracuse City Council, authorizing the Mayor to execute this Agreement.

WHEREFORE, the Parties hereto have signed this Agreement the day and year first above written.

SYRACUSE CITY

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Cassie Brown  
City Recorder

GLEN EAGLE GOLF CLUB LC

By \_\_\_\_\_

Title \_\_\_\_\_

STATE OF UTAH )

: ss.

COUNTY OF DAVIS )

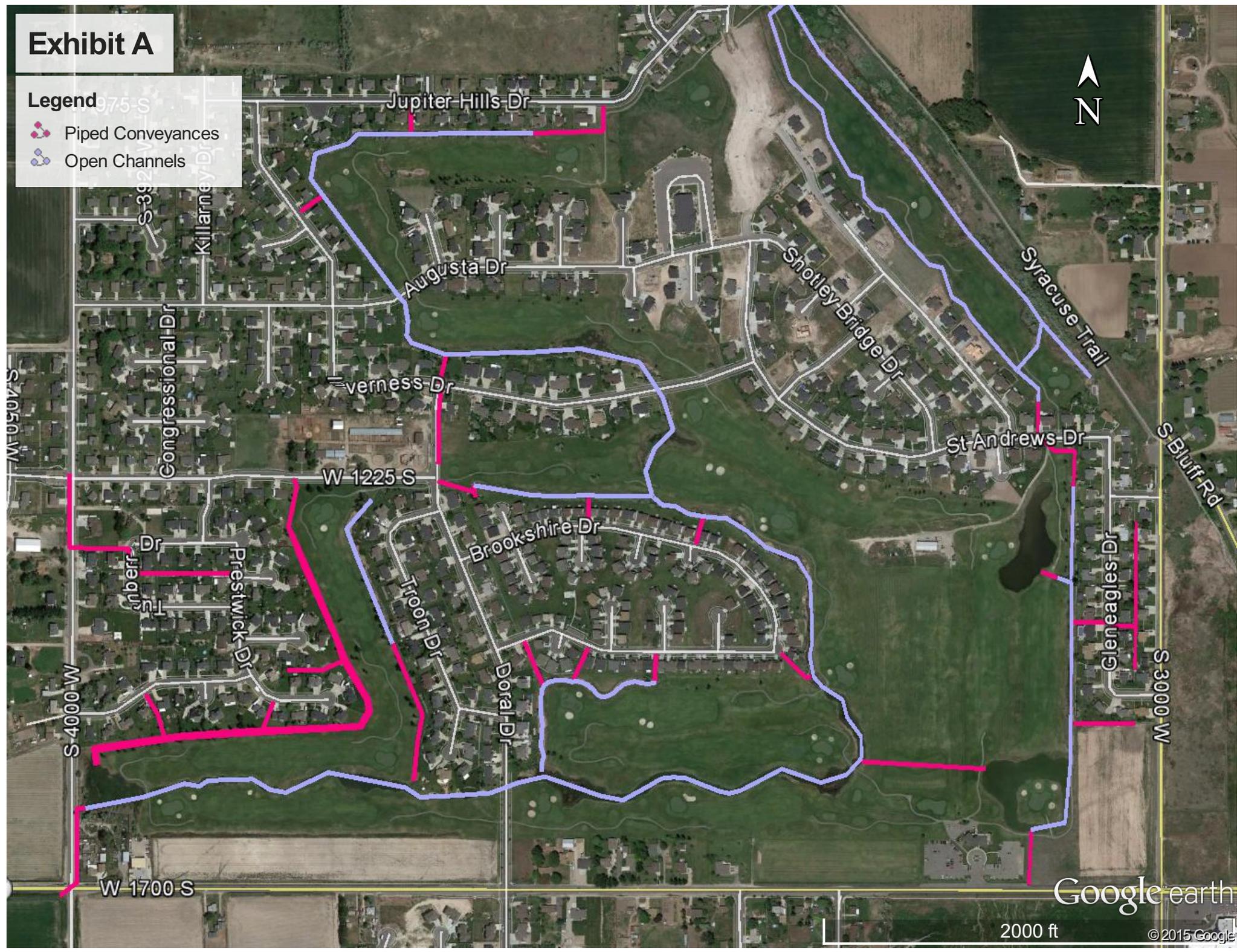
On this \_\_\_\_\_ day of March, 2015 personally appeared before me \_\_\_\_\_, who duly acknowledged to me that he is the \_\_\_\_\_ of GLEN EAGLE GOLF CLUB LC and that the document was signed by him in behalf of said corporation, and \_\_\_\_\_ acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

# Exhibit A

## Legend

-  Piped Conveyances
-  Open Channels



Councilman Wood expressed that his concerns echo Councilman Mecham's. He conceded that legally we can't stop the subdivision or shut him down, but he feels the time will come that this will bite everyone in the community. Mayor Panucci added that this is a concern the whole Council shares.

**16. Final Approval, Muirfield Subdivision, Phase 9**

COUNCILMAN WOOD MADE A MOTION TO MOVE TO ITEM #15 ON THE AGENDA, SECONDED BY COUNCILMAN JEPPERSON. ALL VOTED IN FAVOR.

Mayor Panucci reported that on February 5 the Planning Commission recommended that final approval be given to Muirfield, Phase 9, which is a part of the golf course development. This phase will contain 28 lots. When Phase 8 was approved there was considerable discussion as to the maintenance of the storm drain system. The entire golf course development was approved using the golf course as a storm water detention facility. The proposal was to route storm water through the golf course drainage system in order to meet the detention requirements. Storm drains from housing developments are discharged into open drainage channels, which eventually drain to the 4000 West storm drain.

Administrator Moyes has been working with the developer on the terms of an agreement and explained that the City has taken the position that the golf course and the developer will be responsible for maintaining the ditches and liability issues within the golf course, and the City would pay 25 percent toward the approved cost of the ditch maintenance. The City would be responsible for maintaining storm drains in the housing developments. Mr. McBride is agreeable to those terms, and the agreement should be ready for signature soon. When the development plan was approved, the golf course was used as a detention basin; so smaller pipes were used for storm drainage. Because the City does not own the ditches, they cannot be liable for maintaining them.

Administrator Moyes explained the difference between the storm drain water and the subsurface land drain water, which has created a problem in Prestwick Subdivision. The developer has been notified as to what needs to be done and has indicated his willingness to work to correct the problems in this subdivision. No further building permits will be issued in that subdivision until the problems are taken care of. Mayor Panucci indicated that he has been in contact with the Silbermans, who have had problems in Prestwick, and he has written Mr. McBride a letter regarding what will be required.

Councilman Jepperson felt that if the developer has been given an ultimatum, he wouldn't have any problem with approval of this phase. Administrator Moyes indicated that either the Developer will do it, or the City will do it and take their bond money.

Bruce Schofield stated that there is more and more water coming into the corner of 1700 South 4000 West all the time. He asked who is going to maintain the ditch from 4000 West out to the lake. He has seen that ditch full, and he wondered who will take care of it when it backs up into his basement. Administrator Moyes indicated that the County, assisted by the City, would maintain the ditch. There has been thought of piping the ditch to the lake; but there is no money.

COUNCILMAN KNIGHT MADE A MOTION TO TABLE THIS UNTIL THE CITY COUNCIL HAS HAD AN OPPORTUNITY TO READ THE AGREEMENT, AND PLACE IT ON THE AGENDA IN TWO WEEKS.

Councilman Wood asked what impact this would have on the developer. Mr. Jones indicated it would put them back two weeks. He would ask that it not be tabled.

Councilman Mecham asked whether Mr. McBride has agreed with the terms of the agreement, indicating that if the agreement has been made, it is good enough for him. Mr. Jones responded that even if the agreement were not signed, the City would have the same controls they have for the other portions of the development.

Administrator Moyes reiterated that the agreement is for discharging storm water from the housing projects. It would be a three-party agreement between Blackburn Jones, the golf course, and the City. Blackburn Jones would maintain the drainage channels until the subdivisions are completed, then the golf course will maintain those drains. The City will participate in 25 percent of the approved cost, and the City will maintain the storm drains in the housing developments. He doesn't feel the City wants to get involved in inspection of the drains. If we do, we would become responsible for liability. These channels are designed to be part of the golf course and the maintenance will consist of mowing weeds and occasionally dredging them if they silt in.

COUNCILMAN KNIGHT WITHDREW HIS PREVIOUS MOTION AND MADE A MOTION THAT FINAL APPROVAL BE GRANTED TO PHASE 9 OF MUIRFIELD SUBDIVISION, WITH THE CONDITIONS THAT THE DEVELOPER CONTRIBUTE 28 SHARES OF LAYTON CANAL STOCK TO THE CITY, PAY A PARK ACQUISITION IMPACT FEE OF 6.6 PERCENT OF THE CURRENT APPRAISED VALUE OF THE PROPERTY, ENTER INTO AN IMPROVEMENT AGREEMENT WITH THE CITY, COMPLY WITH ALL REQUIREMENTS OF THE CITY'S SUBDIVISION ORDINANCE AND RECOMMENDATIONS OF THE CITY ENGINEER AND STAFF, AND THAT GLEN EAGLE GOLF COURSE, BLACKBURN JONES REALTY, AND THE CITY ENTER INTO A STORM DRAIN MAINTENANCE AGREEMENT. COUNCILMAN JEPPELSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

17. Final Approval, Hawthorne Subdivision, Phase 3

Mayor Panucci reported that on February 5 the Planning Commission recommended that final approval be granted to Phase 3 of Hawthorne Subdivision. This phase of development contains 8 lots and will extend 2275 South Street to the east to provide a stub street into property to the north that will also be developed by Blake Hazen.

Blake Hazen appeared before the Council to request final approval.

City Planner reviewed the location of this phase of development.

COUNCILMAN WOOD MADE A MOTION THAT THE CITY COUNCIL GRANT FINAL APPROVAL TO PHASE 3 OF HAWTHORNE SUBDIVISION WITH THE CONDITIONS THAT THE DEVELOPER CONTRIBUTE 1.5 SHARES OF DAVIS WEBER CANAL WATER TO THE CITY, PAY A PARK PROPERTY ACQUISITION IMPACT FEE OF 6.6 PERCENT OF THE CURRENT APPRAISED LAND VALUE, ENTER INTO AN OFF-SITE IMPROVEMENT AGREEMENT WITH THE CITY, AND COMPLY WITH ALL REQUIREMENTS OF THE CITY'S SUBDIVISION ORDINANCE AND RECOMMENDATIONS OF THE CITY ENGINEER AND STAFF. COUNCILMAN JEPPELSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

18. Adjournment

At 9:25 p.m. COUNCILMEMBER JEPPELSON MADE A MOTION TO ADJOURN, SECONDED BY COUNCILMEMBER WOOD; ALL VOTED IN FAVOR.

  
Mayor

  
Recorder



# COUNCIL AGENDA

March 24, 2015

## Agenda Item #8

## Syracuse Arts Academy Shared Use Agreement

### *Factual Summation*

Please see the document:

- a. Original Agreement dated April 28, 2010
- b. Proposed Addendum to Agreement
- c. Exhibit A-concept plan

Any question regarding this agenda item may be directed at Brody Bovero, City Manager.

The proposed addendum is a request by the school to construct additional soccer field improvements on City property at Fremont Park, as well as additional parking. The City Administration wishes to clarify some of the issues related to use of the City property in conjunction to allowing the expansion.

### Summary of changes:

- Allowance to construct additional soccer field and parking area
- Provision that construction of field and sprinkling will be completed in a manner to accommodate future expansion of soccer facilities by City
- Clarify maintenance of field and parking facilities
- Clarify use by City leagues, the public, and third parties
- Signage at the property
- Procedures and notice for City assuming responsibility for maintenance and future possession of property in the event the City expands Fremont Park

## **ADDENDUM 1 TO AGREEMENT**

**THIS ADDENDUM 1 TO AGREEMENT** (the “Addendum”) is made and entered into as of the \_\_\_\_ day of March, 2015, by and between **SYRACUSE CITY**, a Utah municipal corporation, hereinafter referred to as the “City,” and **SYRACUSE ARTS ACADEMY, INC**, a Utah Nonprofit Corporation, hereinafter referred to as “School.”

### **RECITALS:**

**WHEREAS**, the City and the School are parties to an Agreement dated April 28, 2010 (the “Agreement”) pertaining to the development, maintenance, and joint use of the Fremont Park Property and the joint use of the School’s parking lot facilities;

**WHEREAS**, the City and the School desire to add to and amend certain provisions of the Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Development of Additional Park Property. In addition to the portion of the Park Property already developed and maintained by the School under the Agreement, the School will develop an additional portion of the Park Property as shown on the attached **Exhibit A** as follows:

a. The School will construct additional soccer fields on the portion of the Park Property immediately to the east of the Park Property that was developed under the Agreement. The City will allow the extension of secondary water lines to facilitate the development of this additional Park Property. This additional development will bring the total area of the Park Property developed under the Agreement and this Addendum to 5.29 acres.

b. The additional secondary water systems shall be designed and constructed in a manner to facilitate conversion and/or transfer of the systems to the City in the event the City decides to develop additional Fremont Park Property.

c. The School will construct additional parking on the west end of the Park Property. The School shall be responsible for maintenance of the parking lot, including snow removal of the parking areas and adjacent sidewalks.

d. Construction of additional soccer fields and additional parking under this Addendum shall not commence until the City Engineer has reviewed and approved the construction plans. The soccer fields shall be professionally designed and constructed in a manner to facilitate the City’s construction of additional soccer fields on the remaining Fremont Park Property.

e. The use, scheduling, and maintenance of these additions to the Park Property will be handled in accordance with the terms of the original Agreement, except as modified by this Addendum.

2. Scheduling and Use Fees.

a. As long as the School continues to maintain responsibility for the costs of the maintenance of the Park Property under the Agreement, the School will be responsible for scheduling the Park Property for organized uses, including but not limited to use by private and competitive sports teams and leagues.

b. The School will collect fees for these uses, which will not exceed \$30 per hour, and the School will pay \$5 for each hour collected to the City. Such fees shall be used for the maintenance and upkeep of the Park Property and improvements.

c. In the event the City assumes responsibility for the maintenance of the Park Property, the City will take responsibility for scheduling and will collect and retain all fees for use of the Park Property.

d. The City may schedule use of the field for City-sponsored events, including City-sponsored sports leagues, as provided in the original Agreement and shall not be required to pay a fee to the School for such uses.

e. The School shall be responsible for posting signs on the field. The signs shall indicate the hours of regular School use, hours of use by the City and general public, notice that private teams may use the fields by reservation/fee only, and contact information for rental by third parties. The content and location of the signs shall be mutually agreed upon by the School and the City Parks and Recreation Director.

3. Future Park Expansion/Development by the City.

a. In the event the City expands or completes development of the remaining Fremont Park Property as a soccer complex or other park facility, the City shall notify the School as soon as reasonably possible, but at least 90 days prior to the date the City intends to assume maintenance and possession of the Park Property.

b. The City will continue to grant the School the use of the Park Property during school hours and other hours as jointly scheduled and agreed upon under the Agreement.

c. The City shall assume responsibility for the maintenance and scheduling of the Park Property from the date specified in the notice.

4. Ratification. Except as specifically amended by this Addendum, all of the terms, covenants and conditions of the Agreement shall continue in full force and effect and are hereby ratified by the parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Addendum individually or by and through their respective, duly authorized representatives as of the day and year first above written.

**SYRACUSE CITY**  
ATTEST:

\_\_\_\_\_  
City Recorder

\_\_\_\_\_  
Mayor

**SYRACUSE ARTS ACADEMY**

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

**EXHIBIT A**

## AGREEMENT

**THIS AGREEMENT** is made and entered into as of the 20<sup>th</sup> day of April, 2010, by and between **SYRACUSE CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **SYRACUSE ARTS ACADEMY, INC.**, a Utah Non-Profit Corporation, hereinafter referred to as "School."

### RECITALS:

**WHEREAS**, The City owns property commonly referred to a Fremont Park, comprising approximately 37 acres, a small portion of which has been developed for active public park use; and

**WHEREAS**, the School owns property adjacent to the Fremont Park Property on which it operates a Charter School under the laws of the State of Utah; and

**WHEREAS**, The School, with the City's approval and permission, has recently constructed a parking lot and related facilities adjacent to its property on a portion of the City's park property and now utilizes the parking lot for the purposes of the School's operations; and

**WHEREAS**, the School, for school purposes, desires to develop a portion of the City's Park Property adjacent to the School, which property is more particularly described in Exhibit "A," attached hereto and incorporated herein by reference, (the "Park Property" or "Park Area") subject to a joint use agreement with the City, as more specifically set forth herein;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated as a part of this Agreement.

2. Development of Park Facilities. The School hereby agrees to construct on the Park Property those certain improvements and facilities more particularly described in the bid documents and plans which are attached hereto as Exhibit "B," and incorporated herein by reference. The School represents that the bid documents and plans have been provided from a licensed contractor and the City hereby acknowledges that it has approved the bid documents and plans. The City shall have the right to oversee and inspect all or any portions of the construction to assure that it is completed in strict accordance with the approved bid documents and plans.

3. Extension of Secondary Water. The City hereby agrees to complete any work necessary to extend secondary water lines to the boundary of the Park Property to facilitate the installation of irrigation systems by the School on the Park Property. All costs associated with the extension of the secondary water lines to the Park Property boundary shall be borne by the City.

Such work shall be completed not later than April 02, 2010 to allow the School to proceed with its work.

4. Parking Lot Facilities and Improvements. The City has previously granted permission to the School for construction and use of the parking lot facilities built by the School. The parties hereby agree that School's continued use of the parking lot facilities shall be permitted and any use of such parking facilities to serve the Park Property to be developed shall be subject to the terms of use of the improved park as more fully set forth in Section 6,7,8, and 9 below.

5. Maintenance of Improvements. The School shall be responsible for the routine maintenance of the Park Property, including mowing and general upkeep, upon completion of the park improvements and facilities. The City shall maintain responsibility for watering the Park Property and shall maintain the irrigation system. Each party shall bear all costs associated with its own responsibilities. The School shall remain responsible for all maintenance and upkeep associated with the Parking lot and facilities.

6. Priority of Use. The parties hereby agree to a priority of use of the Park Property as follows:

a. The School will have use of the Park Property and the adjacent Parking Lot during normal school hours when school is in session. In addition, the School will have priority in scheduling school-related functions during hours that the school is not normally in session.

b. The City will have the right to schedule City-approved events at the Park Property when the park is not being used for school related purposes.

c. When the Park Property is not being used by either the School or City scheduled events, the Park Property will be open to the general public during daylight hours.

7. Scheduling. The School hereby agrees, by not later than July 31<sup>st</sup> of each year, preceding the start of the school year, to provide the City with a schedule of expected use of the Park Property and the days of normal school operations. The City shall, within thirty (30) days of receipt of the schedule from the School, provide a list of its expected and intended use of the Park Property. The parties shall then meet to determine the manner in which any conflicts in scheduling will be resolved. The parties hereby agree to work in good faith to accommodate the needs and schedule of each party, subject to the priority of use provisions, above.

8. Maintenance. The School agrees to maintain the Park Property in compliance with all applicable laws, rules, and regulations. The City agrees to assume from the School the entire maintenance of Park Property upon the establishment and operation of adjacent vacant park area by the City. Any costs for damages done to the Park Property during the use by the School participants shall be paid for by the School. Likewise, any costs for damages done to the Park Property by City participants shall be paid for by the City. In either event, normal wear and tear from use shall not be considered damage.

9. Operations of Park. It is the responsibility of each user agency to keep the Park Property in a high degree of cleanliness and repair at all times following any organized event. The School shall be responsible for providing staffing supervision and security during regularly scheduled school hours when school is in session, and during any official school-sponsored activities that occur during or after school hours. The City, and other community groups using the Park Property, are solely responsible for providing staffing, supervision, and security as deemed necessary by the City Administrator.

10. Insurance. Each Party will establish insurance requirements adequate to protect both the City and the School for use of the Park Property scheduled events.

11. Liability and Indemnification. The City and the School agree to indemnify and hold harmless the other agency or organization from any and all claims for injury or property damage that arise out of the actions, omissions, or negligence of the other party or their employees, agents, contractors, or officers as a result of this joint use agreement. Each party agrees to maintain public liability and property damage insurance coverage during the term of this Agreement and coverage. Both parties also agree to indemnify and hold harmless the other for claims or injuries, including attorney fees, that may occur during operation of the park land area.

12. Term. This Agreement shall be perpetual.

13. Cessation of School Use. In the event the School ceases to use the Property or ceases to exist for any reason, the facilities constructed, including the parking lot and related facilities and the developed park area shall be deemed the sole property of the City and the City shall have no further obligations hereunder.

14. Assignment. Neither party may assign this Agreement or any interest herein without first obtaining the written consent of the other party. Any attempt to assign any right or privilege connected with this Agreement without the prior written consent of the other party shall be void.

15. Entire Agreement. The parties hereto agree that this Agreement contains the entire agreement and understanding between the parties and constitutes their entire agreement and supersedes any and all oral representations and agreements made by either party prior to the date hereof and is binding upon the successors of the respective parties.

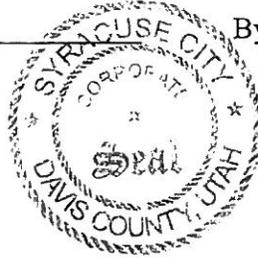
16. Dispute Resolution/Attorneys Fees. The Parties agree to make good faith efforts in resolving any dispute arising out of or in relation to this Agreement. Should the Parties be unable to resolve a dispute and the services of an attorney be required to enforce this Agreement, the defaulting Party shall be required to pay reasonable attorney's fees and costs incurred by the non-defaulting party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement individually or by and through their respective, duly authorized representatives as of the day and year first above written.

**SYRACUSE CITY**

ATTEST:

OBron  
City Recorder



By: [Signature]  
Jamie Nagle, Mayor

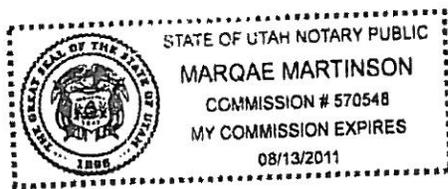
**SYRACUSE ARTS ACADEMY**

By: [Signature]  
Its: Financial Advisor

CITY ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss.  
COUNTY OF DAVIS )

On the 28<sup>th</sup> day of April, 2010, personally appeared before me **Jamie Nagle**, who being duly sworn, did say that she is the Mayor of **SYRACUSE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said **Jamie Nagle** acknowledged to me that the City executed the same.



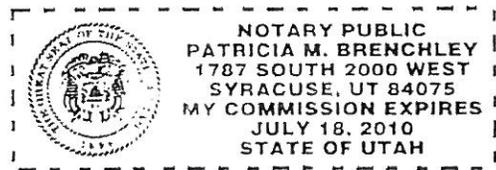
*Marqae Martinson*  
Notary Public

ACKNOWLEDGMENT

STATE OF UTAH )  
 :ss.  
COUNTY OF DAVIS )

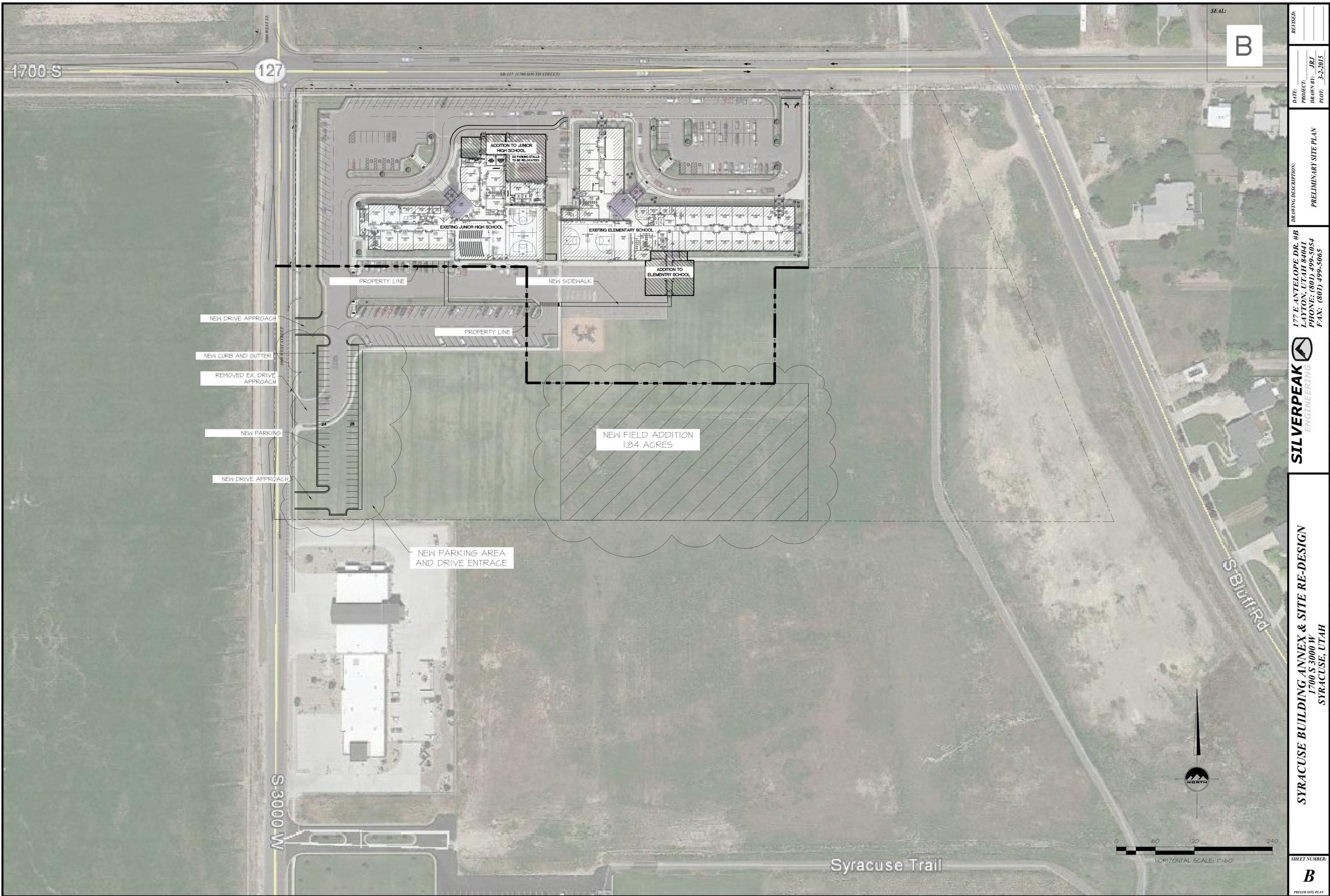
On the 28<sup>th</sup> day of April, 2010, personally appeared before me David T. Hall, who being by me duly sworn did say that (s)he is the Financial Advisor Board member of Syracuse Arts Academy, a Utah corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of its Articles of Organization and duly acknowledged to me that said corporation executed the same.

*Patricia M. Brenchley*  
Notary Public



**EXHIBIT A**

BEGINNING AT A POINT WHICH LIES 305.30 FEET SOUTH 00°09'33" WEST ALONG THE WEST SECTION LINE OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND 33.00 FEET SOUTH 89°50'42" EAST FROM THE NORTHWEST CORNER OF SAID SECTION 16; THENCE SOUTH 89°50'42" EAST 355.98 FEET; THENCE SOUTH 00°09'41" WEST 387.05 FEET; THENCE NORTH 89°47'06" WEST 355.96 FEET; THENCE NORTH 00°09'33" EAST 386.67 FEET TO THE POINT OF BEGINNING. CONTAINING 3.16 ACRES



REVISION:  
DATE: \_\_\_\_\_  
PROJECT: \_\_\_\_\_  
DRAWN BY: JRJ  
PLOT: 3-2-2015

DRAWING DESCRIPTION:  
PRELIMINARY SITE PLAN

177 E ANTELOPE DR. #B  
LAYTON, UTAH 84041  
PHONE: (801) 499-5054  
FAX: (801) 499-5065



**SYRACUSE BUILDING ANNEX & SITE RE-DESIGN**  
1700 S 3000 W  
SYRACUSE, UTAH

SHEET NUMBER:  
**B**  
PRELIM SITE PLAN