SYRACUSE CITY

Syracuse City Council Business Meeting
September 8, 2026 – 6:00 p.m.
In-Person Location: Syracuse City Hall, 1979 W. 1900 S.
Electronic Via Zoom
Connect via telephone: +1-301-715-8592 US, meeting ID: 853 8425 5315
Streamed on Syracuse City YouTube Channel

1. Meeting called to order.
   Invocation or thought.
   Pledge of Allegiance.
   Adopt agenda.
2. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. (*Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.gov, by 4:00 p.m. on September 8, 2026. Comments submitted by the deadline will be read for the record of the meeting*.)
3. Recognition: (5 min.)
   a. Presentation of official *JustServe City* designation by Joni Phillips, *JustServe* program representative
4. Approval of minutes: (2 min.)
   a. August 11, 2026 Regular City Council Business Meeting.
   b. August 11, 2026 City Council Work Session
   c. August 18 2026 Special City Council Business Meeting.
5. Consent agenda: (5 min.)
   a. Proposed Ordinance 2026-22 amending the Syracuse City Zoning Map for approximately .684 acres of real property located at approximately 2961 S. 1550 W. from Residential (R-2) to Agriculture (A-1).
6. Proposed Resolution R26-33 appointing Brandee Burk to the Syracuse Arts Council. (5 min.)
7. Proposed Resolution R26-34 authorizing the co-sponsorship of a CHaRM event with Wasatch Integrated Waste Management District (WIWMD). (5 min.)
8. Proposed Ordinance 2026-23 amending the Syracuse City Zoning Map for approximately .358 acres of real property located at approximately 2207 W. 1700 S. from Agriculture (A-1) to Light Commercial (LC). (10 min.)
9. Proposed Ordinance 2026-24 amending Sections 10.10.040 and 10.90 of the Syracuse Municipal Code (SMC) pertaining to drone operation within City limits. (10 min.)
10. Proposed Resolution R26-35 authorizing the Mayor to execute a lease/purchase agreement for the acquisition of a fire engine and water tender. (5 min.)
11. Proposed Resolution R26-36 authorizing and approving the execution and delivery of a Master Lease Agreement and a Ground Lease Agreement by and between the City and the Municipal Building Authority of Syracuse City, Utah (the "Authority"); authorizing the issuance and sale by the Authority of not more than $11,000,000 aggregate principal amount of Lease Revenue Refunding Bonds; and related matters. (10 min.)
12. Authorize sale of previously surplussed City-owned land located at approximately 1882 W. 1700 S. to Syracuse City Redevelopment Agency (RDA). (10 min.)
13. Annual fraud risk assessment and review. (10 min.)
14. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. (*Individuals wishing to provide public comment may do so via email to City Recorder Cassie Brown, cassieb@syracuseut.gov, by 4:00 p.m. on September 8, 2026. Comments submitted by the deadline will be read for the record of the meeting*.)
15. Mayor/Council announcements.
16. Recess to convene in special Municipal Building Authority (MBA) and Redevelopment Agency (RDA) business meetings.
17. Consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the character, professional competence, or physical or mental health of an individual; pending or reasonably imminent litigation; or the purchase, exchange, or lease of real property (if necessary).
18. Adjourn.

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 4TH day of September, 2026 at Syracuse City Hall on the City Hall Notice Board and at http://www.syracuseut.gov. A copy was also provided to the Standard-Examiner on September 4, 2026.

CASSIE Z. BROWN, MMC
SYRACUSE CITY RECORDER
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COUNCIL AGENDA

September 8, 2026

Agenda Item **#3a** Presentation of the official *JustServe City* designation by the *JustServe* program representative.

Summary

With the City Council's recent adoption of the resolution committing Syracuse City to volunteerism and community service, all steps required to become a JustServe City have now been completed. As a result, JustServe has formally recognized Syracuse City for its efforts and has issued an official designation.

At the upcoming Council meeting, the JustServe representative will attend to present the Mayor and City Council with the official JustServe City award. The representative has requested the opportunity to formally present the designation during the agenda item, followed by a brief photo session with the Mayor and Council for documentation and future community outreach.

Additional Notes

- After the award presentation and photos, refreshments will be provided in the lobby/council chambers area for those in attendance.
- Staff will assist with coordinating the presentation flow and photography to ensure the agenda continues smoothly.

CITY COUNCIL AGENDA

September 8, 2026

Agenda Item **#4** Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meeting(s):
  a. August 11, 2026 City Council Business Meeting.
  b. August 11, 2026 City Council Work Session Meeting.
  c. August 18, 2026 Special City Council Business Meeting.

- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

Minutes of the Syracuse City Council Regular Meeting August 11, 2026

Minutes of the Regular Meeting of the Syracuse City Council, held on August 11, 2026, at 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 863 9198 3025, in-person in the City Council Chambers at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

Present: Councilmembers: Andrea Brown
Brett Cragun
Abraham Pollard
Julie Robertson
Paul Watson

DRAFT

Mayor Dave Maughan
Administrative Services Director/City Recorder Cassie Brown

City Employees Present:
Assistant City Manager Stephen Marshall
City Attorney Colin Winchester
Police Chief Alex Davis
Fire Chief Aaron Byington
Parks and Recreation Director Kresta Robinson
Public Works Director Robert Whiteley
Community and Economic Development Director Noah Steele
Deputy Fire Chief Jo Hamblin

1. Meeting Called to Order

Mayor Maughan called the meeting to order at 6:00 p.m. as a regular meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. Councilmember Watson provided an invocation. Councilmember Brown led the audience in the Pledge of Allegiance. Mayor Maughan asked those in attendance to observe a moment of silence in honor of two young members of the community who were recently lost in a tragedy.

COUNCILMEMBER CRAGUN MOVED TO ADOPT THE AGENDA. COUNCILMEMBER ROBERTSON SECONDED THE MOTION, ALL VOTED IN FAVOR.

2. Public comment

Administrative Services Director/City Recorder Brown read the into the record a written comment from Eric Willison, who expressed appreciation for Mayor Maughan's August newsletter on civic engagement and for the City's transparency efforts, including publicly available meeting packets and recorded meetings. Mr. Willison noted his attention to the agenda item regarding refinancing the 2023 Municipal Building Authority bonds, acknowledged the potential savings of $50,000–$75,000 in annual debt service, and encouraged the Council to weigh long-term financial flexibility alongside those potential savings.

A resident who did not provide his name raised concerns about the emergency response fee appearing on utility bills, stating that it is not a utility charge and should instead be absorbed within the police and fire department budgets. The resident also commented on the second fire station and questioned the cost allocation for secondary water metering. Mayor Maughan acknowledged the comments and noted that, as none of these items were on the evening's agenda, they would not be subject to discussion at this meeting.

3a. Recognition: Introduction of Miss Syracuse Royalty and administration of the Oath of Office.

Mayor Maughan introduced the newly crowned Miss Syracuse royalty — Miss Syracuse McKayla Redmond and Teen Miss Syracuse Presley Loock — who were present in the audience. Mayor Maughan administered the Oath of Office to both titleholders, during which they pledged to represent Syracuse City with pride, purpose, and heart, and to serve their community through leadership and service.

4. Approval of minutes.

The following minutes were reviewed by the City Council: July 14, 2026 Regular City Council Business Meeting, July 14, 2026 Special Redevelopment Agency Meeting, June 28, 2026 City Council Work Session, and June 28, 2026 Special City Council Business Meeting.

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

5a. Common consent: Proposed Resolution R26-32 authorizing the Syracuse City Fire Department to enter into a contract for the purchase of an ambulance and authorizing other such action as is necessary in connection therewith.

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

COUNCILMEMBER WATSON MADE A MOTION TO ADOPT RESOLUTION R26-32 AUTHORIZING THE SYRACUSE CITY FIRE DEPARTMENT TO ENTER INTO A CONTRACT FOR THE PURCHASE OF AN AMBULANCE AND AUTHORIZING OTHER SUCH ACTION AS IS NECESSARY IN CONNECTION THEREWITH. COUNCILMEMBER CRAGUN SECONDED THE MOTION; ALL VOTED IN FAVOR.

<u>6. Public hearing: Ordinance 2026-18 vacating a municipal utility easement in Section 8, Township 4 North, Range 2 West, SLBM.</u>

A staff memo from the City Attorney explained Charles Dredge granted an easement to the North Davis County Sewer District (now the North Davis Sewer District) in March 1982 for the installation and maintenance of sanitary sewer and storm drain pipelines. In 2004, the easement pipelines were relocated to Doral Drive. The North Davis Sewer District quit-claimed its interest in the easement to the City in October 2004. The City does not currently, and has not for many years, needed or used the easement. The easement continues to encumber five agricultural parcels, several residential parcels, and two city-owned park parcels. In February 2026, Stanley Hamblin filed a request that the City vacate the easement. The City has, in recent months, twice mailed notice to affected property owners of its intent to vacate the easement. The Council discussed this proposal in its June 23 work meeting and advanced the proposal for resolution in a business meeting. The Council will hold a public hearing on August 11, where it is expected there will be no opposition to the proposed vacation of the easement.

Mayor Maughan opened the public hearing at 6:11 p.m. There were no persons appearing to be heard and the public hearing was closed.

City Attorney Winchester requested a correction to a typographical error in Section 2 of the ordinance, noting that a reference to "Exhibit B" should instead read "Exhibit C." He asked that the Council incorporate this correction into the motion.

COUNCILMEMBER WATSON MADE A MOTION TO ADOPT ORDINANCE 2026-18 VACATING A MUNICIPAL UTILITY EASEMENT IN SECTION 8, TOWNSHIP 4 NORTH, RANGE 2 WEST, SLBM, WITH THE CORRECTION OF THE TYPOGRAPHICAL ERROR HIGHLIGHTED BY CITY ATTORNEY WINCHESTER. COUNCILMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

<u>7. Proposed Ordinance 2026-19 amending Syracuse Municipal Code (SMC) Section 8.30 and 10.20.140 pertaining to final plat approval.</u>

A staff memo from the Community and Economic Development (CED) Department explained A developer recently brought it to the City's attention that our subdivision process does not comply with a recent amendment of state code 10-20-805 (9)(b) that went into effect November 6, 2026. The provision of the state code says:

9. A municipality shall review and approve or deny a final subdivision plat application in accordance with the provisions of this section and municipal ordinances, which:
   - (a) may permit concurrent processing of the final subdivision plat application with the preliminary subdivision plat application; and
   - (b) may not require Planning Commission or City Council approval.

The proposed amendment will remove the responsibilities of approving a final plat from Planning Commission and place them with the Development Review Committee (DRC). The DRC consists of the City Engineer, City Fire Marshal, and City Planner. The Planning Commission discussed the item and held a public hearing on July 21, 2026. They forwarded a recommendation for approval. The City Council reviewed their recommendation on July 28, 2026 and decided that this item should be placed on this meeting for a vote.

COUNCILMEMBER BROWN MADE A MOTION TO ADOPT ORDINANCE 2026-19 AMENDING SYRACUSE MUNICIPAL CODE (SMC) SECTION 8.30 AND 10.20.140 PERTAINING TO FINAL PLAT APPROVAL. COUNCILMEMBER WATSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

8. Proposed Ordinance 2026-20 amending Syracuse Municipal Code (SMC) Section 10.20.070 pertaining to zoning reversion.

A staff memo from the Community and Economic Development (CED) Department explained the Mayor has requested that the city consider placing an expiration on rezones if a project has not begun construction within a specific time period. Once expired, the zoning would revert back to the previous zone before the change. Ordinance 10.20.070 details the procedures and approval standards required for a zone change. The Planning Commission discussed the item and held a public hearing on July 21, 2026. They are forwarding a recommendation for approval. The City Council discussed their recommendation on July 28, 2026. The City Council decided to place the item on this agenda for a vote.

CED Director Steele noted that a minor amendment had been made since the Council’s review of this proposal in their work session — a revision to the second-to-last sentence of the ordinance to ensure the reversion timer would also apply to properties that had already received zoning changes. The intent, as Mayor Maughan summarized, is to ensure that property owners act on approved zoning changes in a timely manner rather than allowing them to sit unacted upon for extended periods.

COUNCILMEMBER POLLARD MADE A MOTION TO ADOPT ORDINANCE 2026-16 AMENDING SECTION 10.20.090 OF THE SYRACUSE MUNICIPAL CODE PERTAINING TO SITE PLAN REVIEW. COUNCILMEMBER BROWN SECONDED THE MOTION; ALL VOTED IN FAVOR.

9. Proposed Ordinance 2026-21 adopting Syracuse Municipal Code (SMC) Section 11.15.040 requiring protective headgear when operating e-bikes and e-scooters on public property.

A staff memo from the City Attorney explained A recent change to Utah law requires persons under age 21 *on a highway* to wear protective headgear while operating or riding on or in any all-terrain vehicle, electric assisted bicycle, high power electric device, motorcycle, autocycle, moped or motor assisted scooter. Utah law allows local governments to enact ordinances requiring the wearing of protective headgear while operating or riding on or in such devices *in other areas*. Staff recommend that the City Council adopt an ordinance requiring persons under age 21 *on public property (in addition to highways)* to wear protective headgear while operating or riding on or in any all-terrain vehicle, electric assisted bicycle, high power electric device, motorcycle, autocycle, moped or motor assisted scooter. The City Council discussed the proposed ordinance in its July 28 work meeting and advanced the proposal to its August 11 business meeting for further consideration.

COUNCILMEMBER CRAGUN MADE A MOTION TO ADOPT PROPOSED ORDINANCE 2026-21 ADOPTING SYRACUSE MUNICIPAL CODE (SMC) SECTION 11.15.040 REQUIRING PROTECTIVE HEADGEAR WHEN OPERATING E-BIKES AND E-SCOOTERS ON PUBLIC PROPERTY. COUNCILMEMBER ROBERTSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

11. Public comments

There were no additional public comments.

12. Mayor/Council reports and announcements

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

COUNCILMEMBER POLLARD MADE A MOTION TO ADJOURN. COUNCILMEMBER WATSON

SECONDED THE MOTION ALL VOTED IN FAVOR TO ADJOURN.

The meeting adjourned at 6:19 p.m.

Dave Maughan	Cassie Z. Brown, MMC
Mayor	City Recorder

Date approved: _____

Minutes of the City Council Work Session of the Syracuse City Council, held on August 11, 2026 at 6:25 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 831 5840 5126, in-person in the City Council Conference Room at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

Present: Councilmembers: Andrea Brown
Brett Cragun
Paul Watson
Julie Robertson
Abraham Pollard

DRAFT

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

City Employees Present:
Assistant City Manager Stephen Marshall
City Attorney Colin Winchester
Fire Chief Aaron Byington
Police Chief Alex Davis
Kresta Robinson Parks and Recreation Director
Community and Economic Development Director Noah Steele
Public Works Director Robert Whiteley
Communications Specialist Kara Finley

The purpose of the Work Session was to discuss options to refinance the 2023 Municipal Building Authority (MBA) Bond; and discuss the following planning items:

1. Application for pre-application consultation with the City Council, Chase Andreizzi, DAI Utah, regarding property located at 3300 S. 2000 W.
2. Recommendation from the Planning Commission regarding application for zone change for property located at 2961 S. 1550 W., Residential (R2) to Agriculture (A1).
3. Recommendation from the Planning Commission regarding application for zone change for property located at 2207 W. 1700 S., Agricultural (A-1) to Light Commercial (LC).

Discussion regarding options to refinance the 2023 Municipal Building Authority (MBA) Bond

Assistant City Manager Marshall presented an overview of the potential refinancing of the 2023 City's MBA Bond; the current bond carries an interest rate of 4.95 percent. Approximately one month prior, projections indicated that refinancing could yield savings of roughly $50,000–$75,000 per year at a rate in the high three percent range. Mr. Marshall noted that the savings projection may have shifted slightly as market rates have crept up since that analysis. He identified the primary risk of refinancing as the 10-year rate lock accompanying going to market—if rates dropped below the refinanced rate during that period, the City would be unable to refinance again until the lock expired. Mr. Marshall acknowledged market unpredictability, noting that while a rate in the high three percent range is historically favorable, rates have, in unusual circumstances, fallen as low as 0.61 percent (as was realized on the City Hall building bond). He expressed that a drop below three to 3.5 percent in the current economic climate, given inflation and global instability, is unlikely but not impossible. The City would also retain one additional opportunity to refinance, as approximately 17 years remain on the bond. Mr. Marshall outlined the cost of going to market: combined closing costs, including a credit rating (~$30,000–$40,000) and financial advisor fees, total approximately $50,000–$70,000. These costs would be absorbed into the projected savings figures. He confirmed there is no obligation to refinance; the Council could wait one or two years, though each year of delay represents roughly $50,000–$75,000 in foregone savings.

Councilmember Watson expressed support for proceeding, stating that while future market conditions cannot be known, the savings available today are reasonably certain and worth acting on. Councilmember Cragun agreed, indicating that it makes sense to move forward now. Councilmember Robertson pressed on what exactly was "known" versus speculative, acknowledging that the projected savings are market-dependent. Mayor Maughan summarized the trade-off concisely: the City risks one year's worth of fees against nine years of anticipated savings—a risk he characterized as reasonable.

Councilmember Pollard sought clarification on the current rate before the discussion concluded, after which majority of the Council expressed support for authorizing Mr. Marshall to begin the refinancing process. Mr. Marshall clarified that the next formal step would be consideration of a parameters resolution to be placed on a special meeting agenda for the MBA on September 8, 2026. The Board's action on such a resolution would set acceptable rate thresholds before going to market. Mr. Marshall further noted that the earliest the City could trigger a refinance is November, due to the existing bond's call window, so there is adequate time to prepare the required documentation, rating, and official offering statement. No formal vote was taken at this session; direction was given to Mr. Marshall to proceed with preparation of a parameters resolution for the September 8 meeting.

<u>Planning item: Application for pre-application consultation with the City Council, Chase Andreizzi, DAI Utah, regarding property located at 3300 S. 2000 W.</u>

Chase Andreizzi of DAI Utah appeared before the Council representing the property owners of a parcel located at 3300 S. 2000 W.; he was joined by additional team members. Mr. Andreizzi explained that this was their first engagement with Syracuse City, and that they were seeking feedback on a proposed mixed-use rezone before submitting a formal application.

The concept plan included townhome units intended to buffer the adjacent Stillwater residential development, self-storage facilities, and light commercial uses along the 2000 W. frontage.

The Council's feedback was direct and largely unfavorable toward the proposed mix of uses. Councilmember Watson stated he was not interested in a mixed-use rezone with a townhome component, citing the high volume of townhome development already approved or in the construction queue and the resulting strain on City services and infrastructure. He noted that the commercial frontage along 2000 W. has significant potential given its proximity to the freeway and the underserved residential population in the area, and that commercial development is far more appealing from his perspective.

Mayor Maughan echoed that sentiment strongly, characterizing self-storage as "a tragic waste" of a high-visibility parcel with freeway exposure. He drew a comparison to a nearby commercial development informally referred to as the "hot triangle," a similarly sized parcel that is projected to support five businesses including restaurants, a financial institution, and a tire shop—all generating immediate sales tax revenue. The Mayor emphasized that commercial development generates sales tax on the day a business opens, whereas residential development delays tax revenue by years while immediately increasing demand on city services.

Councilmember Pollard spoke of his campaign experience, reinforcing that citizens repeatedly told him they do not want more high-density housing, storage units, gas stations, or car washes—and noted that the proposal contained several of those elements. He stated that feedback was the most resonant theme he heard while campaigning.

Mr. Andreizzi received the feedback constructively, indicating that the team was not committed to an all-or-nothing position and remained interested in continuing a dialogue about what commercial uses might work on the site. He asked whether multiple pre-application meetings were available. Mayor Maughan clarified that the City allows one pre-application consultation with the Council; further questions could be directed to staff. Mayor Maughan confirmed that the Council's overall direction was that mixed-use zoning is not a good fit for the City at this time, and that the property's commercial potential should be the primary focus of any future application.

No formal action was taken. The applicant was encouraged to engage with staff and return with a formal application reflecting the Council's feedback.

<u>Planning item: Recommendation from the Planning Commission regarding application for zone change for property located at 2961 S. 1550 W., Residential (R2) to Agriculture (A1).</u>

Community and Economic Development (CED) Director Steele presented the Planning Commission's recommendation of approval for a down-zone of a residential parcel at 2961 S. 1550 W. from R2 to A1. Mr. Steele noted that the public hearing at Planning Commission was attended by multiple neighbors, all of whom expressed support for the application. The primary motivation for the rezone was the property owner's desire to keep pygmy goats; however, the owner was found to be in violation of city code under the current R2 zoning after a complaint was filed and animal control conducted an inspection. The rezone to A1 would bring the property into compliance.

Mr. Steele noted that under the City's animal point system, pygmy goats are worth 2 points each, and the owner currently has approximately 14 goats. The total point allowance on the parcel—which is just over half an acre, including a portion that was formerly a detention basin—could theoretically support up to approximately 20–23 animals of various types, though large animals such as pigs (rated at 100 points) would not be feasible within the point limit.

The Council discussed the long-term implications of the rezone, specifically what uses a future property owner could pursue under A1 zoning, including goats, chickens, rabbits, horses, or ostriches. Mayor Maughan emphasized that land use decisions must be evaluated for their permanent effect on the neighborhood, not just the current owner's stated intentions. Staff and Councilmember Watson noted that the property is already adjacent to other A1-zoned land, meaning the rezone would not create an anomalous island of agricultural zoning within a residential neighborhood. Staff also confirmed that the City maintains maintenance agreements and inspection rights over the detention basin portion of the property, and that nuisance and noise ordinances provide additional protections for neighbors regardless of the zoning.

Councilmember Pollard indicated support based on the Planning Commission hearing and the unanimous neighbor approval. Councilmember Watson stated he was inclined to support the rezone as long as neighboring property owners were not opposed. Mayor Maughan confirmed a Council majority was in favor and directed that the item be placed on the consent agenda for the September Business Meeting.

Planning item: Recommendation from the Planning Commission regarding application for zone change for property located at 2207 W. 1700 S., Agricultural (A-1) to Light Commercial (LC).

Community and Economic Development (CED) Department Director Steele presented a brief overview of the proposed zone change at 2207 W. 1700 S. from Agricultural (A-1) to Light Commercial (LC), and offered an important procedural clarification: the Planning Commission had not yet reviewed this application. The item was advanced to the work session due to the cancellation of the August Planning Commission meeting, with a public hearing scheduled for the following

Tuesday. Mr. Steele described the parcel as a small surplus property acquired from UDOT. The Light Commercial zone limits development to a single story and restricts intensive or disruptive uses such as tire shops. The applicant has not specified a final use but has indicated interest in something along the lines of a dental office. He confirmed that the Light Commercial designation was originally created by the City in anticipation of such UDOT surplus parcels transitioning to use adjacent to residential areas, making it an appropriate fit.

Mayor Maughan wondered whether a business zone might also be suitable, but staff indicated that Light Commercial is likely the best fit given its height restrictions and proximity to residential properties.

No concerns were raised by Councilmembers regarding the proposed zone change itself. However, because the Planning Commission had not yet made a formal recommendation, Mayor Maughan declined to place the item on the consent agenda and instead directed that it be forwarded to the September 8 Business Meeting, pending the Planning Commission's recommendation following their public hearing.

The meeting adjourned at 6:57 p.m.

______________________________	______________________________
Dave Maughan	Cassie Z. Brown, MMC
Mayor	City Recorder

Date approved: _____

Minutes of the Syracuse City Council Special Meeting August 18, 2026

Minutes of the Special Meeting of the Syracuse City Council, held on August 11, 2026, at 6:00 p.m., in a hybrid in-person/electronic format via Zoom, meeting ID 891 8630 5952, in-person in the City Council Chambers at 1979 W. 1900 S., and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020.

Present: Councilmembers: Andrea Brown
Brett Cragun
Abraham Pollard
Julie Robertson
Paul Watson

DRAFT

Mayor Dave Maughan
Administrative Services Director/City Recorder Cassie Brown

City Employees Present:
Assistant City Manager Stephen Marshall
City Attorney Colin Winchester

1. Meeting Called to Order

Mayor Maughan called the meeting to order at 6:00 p.m. as a special meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. Councilmember Watson provided an invocation. Councilmember Brown led the audience in the Pledge of Allegiance. Mayor Maughan asked those in attendance to observe a moment of silence in honor of two young members of the community who were recently lost in a tragedy.

COUNCILMEMBER CRAGUN MOVED TO ADOPT THE AGENDA. COUNCILMEMBER ROBERTSON SECONDED THE MOTION, ALL VOTED IN FAVOR.

2. Public comment

There were no public comments.

3. Public hearing: Authorize Administration to execute Real Estate Purchase Contract (REPC) for City-owned property located at 546 W. 2525 S.

Mayor Maughan provided a brief background on the subject property, noting it had originally been acquired for road expansion purposes, and following modifications to that plan, the property was being made available for sale. He opened the public hearing at 6:05 p.m.; no members of the public appeared to comment, and the public hearing was closed.

The Mayor invited discussion from the Council. Assistant City Manager Steve Marshall noted that, per Utah code, the Council was required to formally establish several findings on the record before approving the sale. Mr. Marshall identified the prospective purchasers as Jordan and Stephanie Abrams and disclosed the agreed purchase price of $630,000. He further noted that the property had been appraised at $603,000 as of April 15th, and that the offer therefore exceeded the appraised value. The Council raised no additional questions or concerns.

COUNCIL MEMBER POLLARD MOVED TO AUTHORIZE ADMINISTRATION TO EXECUTE REAL ESTATE PURCHASE CONTRACT (REPC) FOR CITY-OWNED PROPERTY LOCATED AT 546 W. 2525 S. COUNCILMEMBER CRAGUN SECONDED THE MOTION, ALL VOTED IN FAVOR.

4. Authorize Administration to execute Short Term Lease Agreement with Jordan and Stephanie Abrams for property located at 546 W. 2525 S.

Assistant City Manager Marshall explained that the Abrams family wished to enroll their children in the Davis School District, which requires a local address within the District. To accommodate this need while the sale proceeds to closing, the Abrams requested a short-term lease of the property beginning August 19 through September 4, with a possible extension to September 18 if needed to complete the closing. Mr. Marshall stated that the lease rate was established based on market comparables, with a base rate of $1,462 for the initial period and a per-diem rate of $86 per day should the extension be exercised. He acknowledged that renting a property prior to closing carries inherent risk but characterized the risk as minimal given the short duration and the fact that the lessees are the intended purchasers of the home. The Council offered no objections.

COUNCIL MEMBER POLLARD MOVED TO AUTHORIZE ADMINISTRATION TO EXECUTE SHORT TERM LEASE AGREEMENT WITH JORDAN AND STEPHANIE ABRAMS FOR PROPERTY LOCATED AT 546 W. 2525 S. COUNCILMEMBER ROBERTSON SECONDED THE MOTION, ALL VOTED IN FAVOR.

Following the vote, Councilmember Pollard extended a welcome to the Abrams family on behalf of the Council. Mr. Marshall noted for the record that the plan was to execute the lease and collect payment the following morning, August 19th, at which time the Abrams family would be permitted to take occupancy of the property.

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

The meeting adjourned at 6:12 p.m.

Dave Maughan	Cassie Z. Brown, MMC
Mayor	City Recorder

COUNCIL AGENDA

September 8, 2026

Proposed Rezone from R-2 to A-1

Agenda item #5a

Summary

The city has received an application from Michael Shampton to rezone parcel 12-938-0034 (.684 acres). The property is located approximately 2961 S 1550 W. The property is owned by Michal and Shauna Shampton. The existing zoning is R-2 and the proposed zoning is A-1. The reason for the rezone request as stated by the applicant is as follows.

> *"The immediate intent for this rezone is to allow the property owner to legally keep and care for small, domesticated livestock—specifically, Nigerian pygmy goats—for personal hobby use, companionship, and vegetation management."*

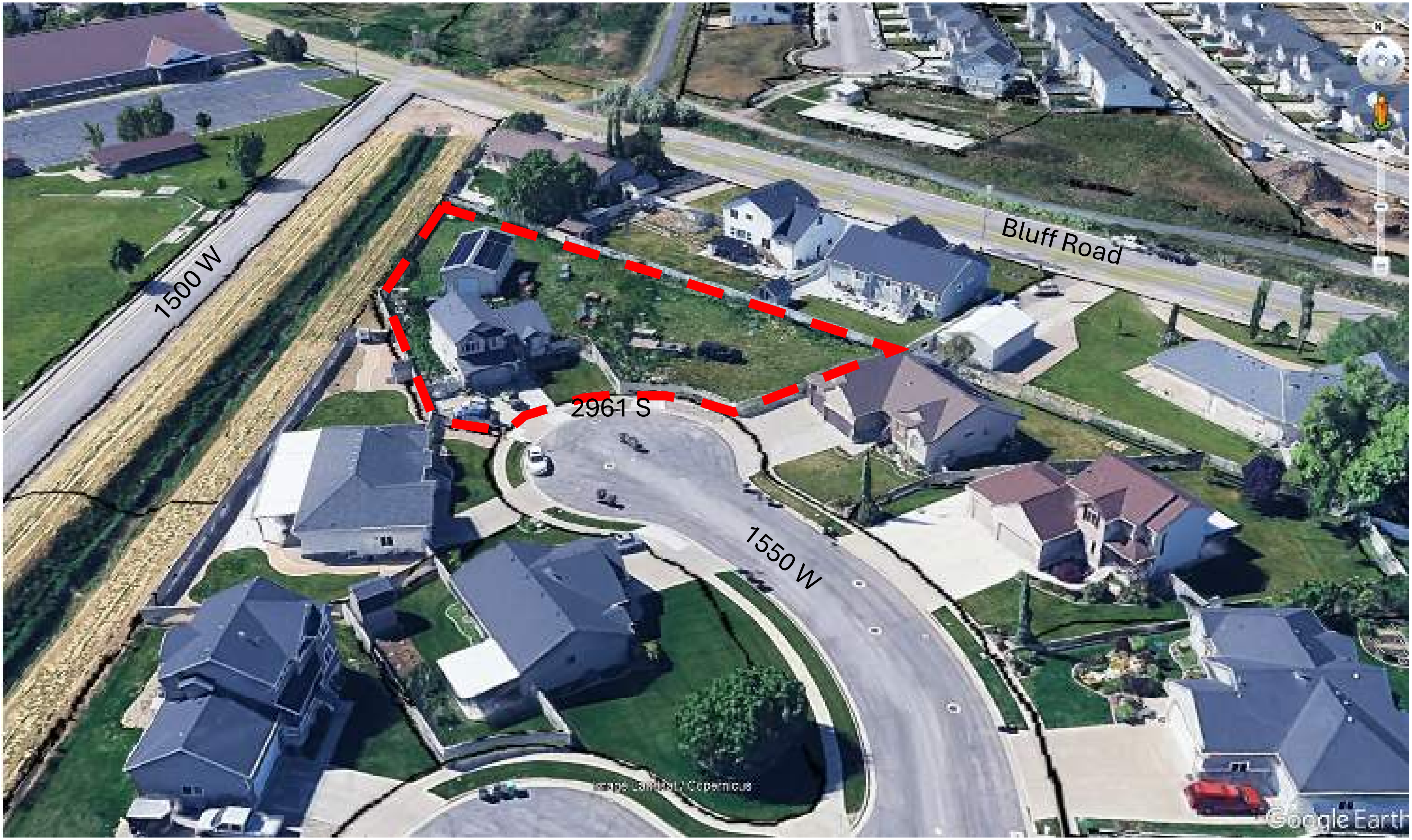
Agriculturally zoned lots (A-1), containing a minimum of 21,780 square feet are allocated 40 animal points with an additional accrual of one point for each 1,089 square feet thereafter. The property in question is approximately 29,795 square feet in size, allowing for 47 animal points. The points can be 'spent' in any combination consistent with the table found in SMO 10.30.040. See below for table.

(i)	Large animals such as horses, llamas, emus, ostriches or cows	20 points each
(ii)	Medium animals such as sheep or goats	10 points each
(iii)	Large fowl such as turkey or geese	Five points each
(iv)	Small fowl such as pheasant, pigeons, ducks or hens	Two points each
(v)	Small animals such as rabbits or pygmy goats	Two points each
(vi)	Pigs (provided their pens are at least 200 feet from neighboring dwellings)	100 points each

The general plan for the property is Low Density Residential. The proposed zoning is congruent with the general plan. Minimum lot size in the A-1 is .5 acre and the existing lot size is compliant at .684 acres.

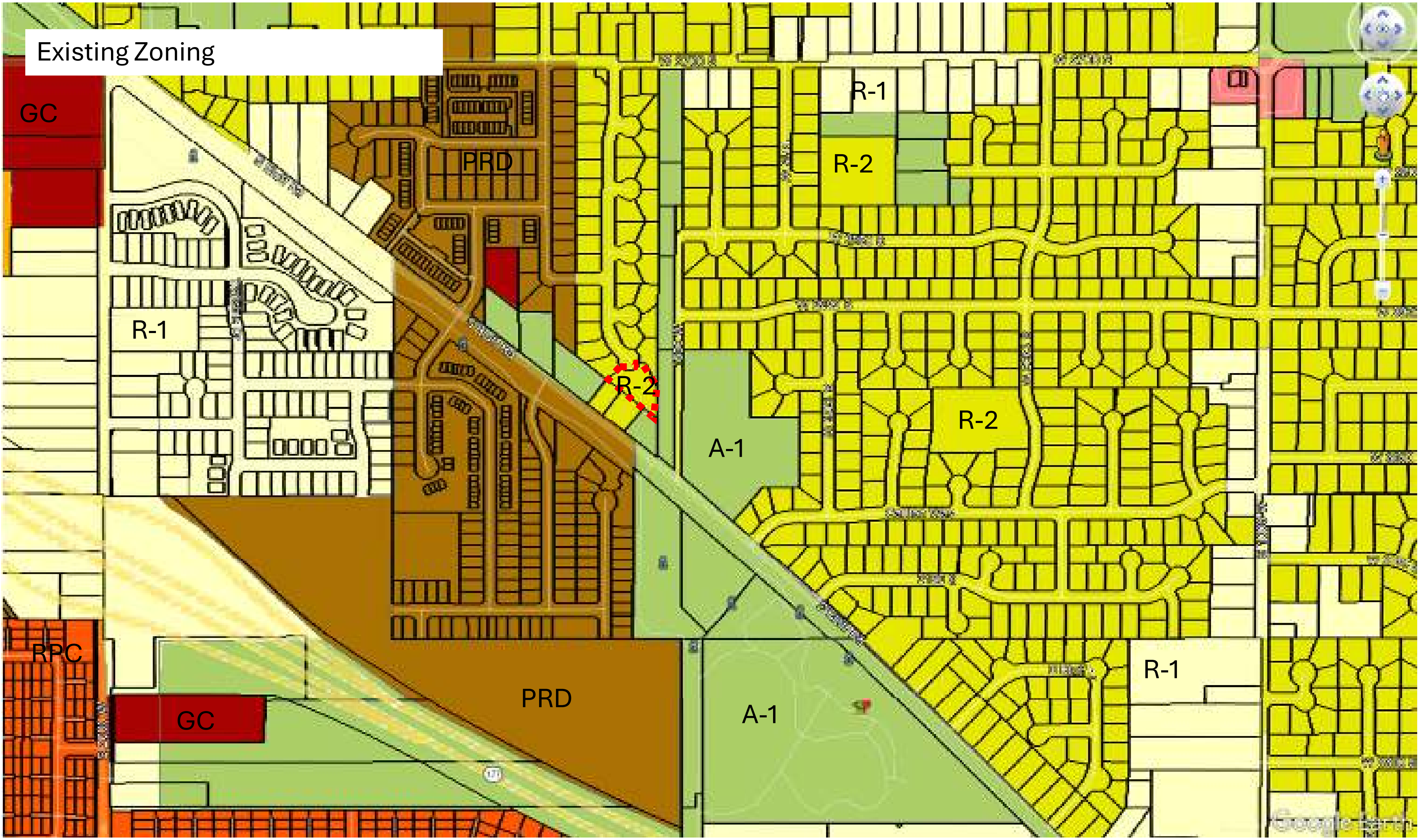
Goals of Discussion

Vote to either approve, deny, or table the item. Planning Commission is forwarding a recommendation to approve following a public hearing held on 8/4/26.



Bluff Road
1500 W
2961 S
1550 W
Google Earth


Google Earth


Existing Zoning
GC
PRD
R-1
R-2
R-1
R-2
R-2
A-1
RPC
GC
PRD
A-1
R-1

ORDINANCE NO. 26-22

AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP FOR APPROXIMATELY .684 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 2961 S 1550 W. FROM R-2 to A-1

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

WHEREAS, the City received an application for an amendment to the zoning map from Michael Shampton, proposing that property located at approximately 2961 S. 1550 W. be changed from R-2 to A-1; and

WHEREAS, the Planning Commission reviewed the application for the proposed amendment and conducted a properly noticed public hearing on Aug 4, 2026; and

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

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

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

Section 1. **Amendment.** The zoning map of Syracuse City is hereby amended, changing the zoning for property located at approximately 2961 S 1550 W from R-2 to A-1, as more particularly depicted in Exhibit A.

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

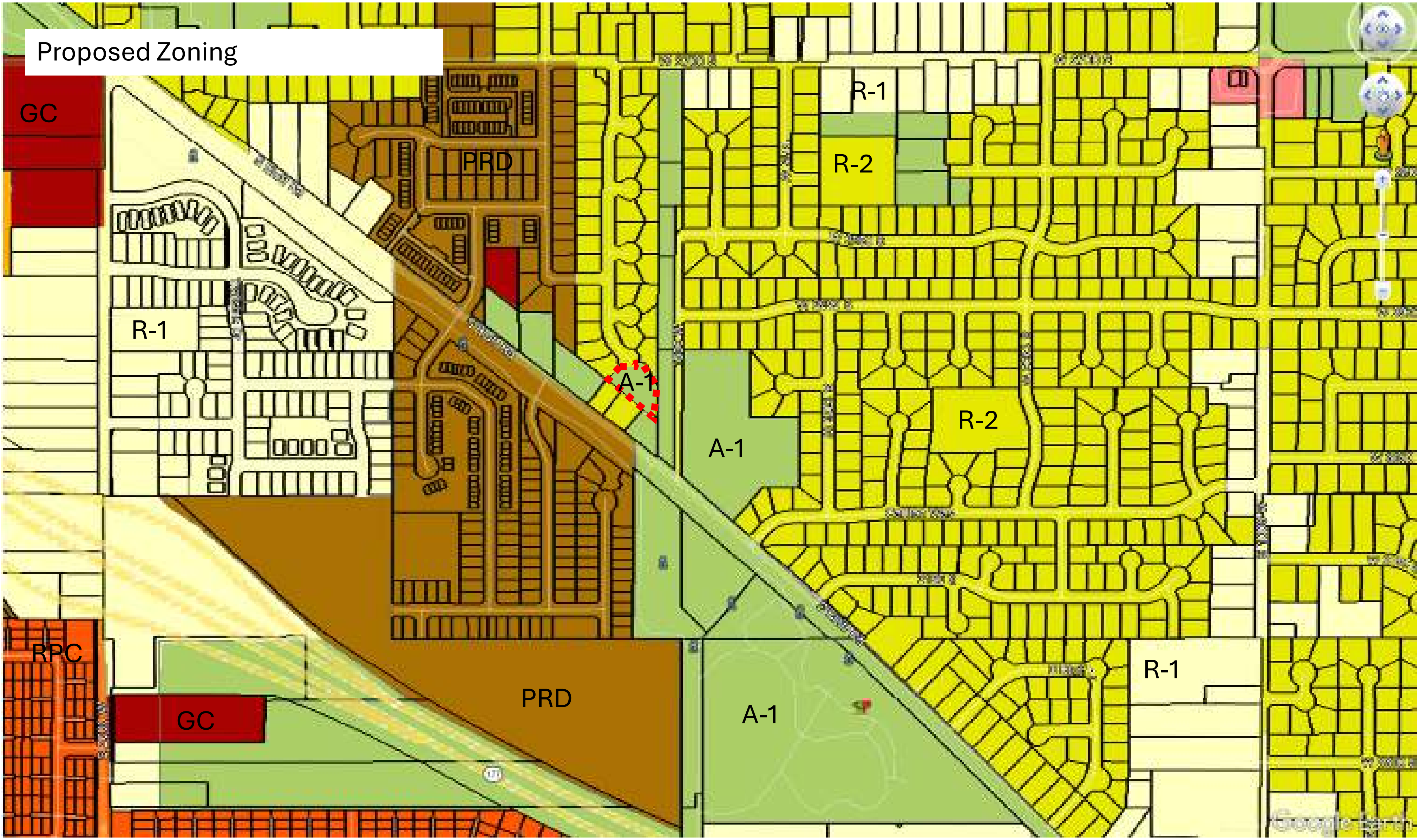
Section 3. **Effective Date.** This Ordinance shall become effective ten days after adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8TH DAY OF SEPTEMBER, 2026.

___________________________________	___________________________________
CASSIE Z. BROWN City Recorder	DAVE MAUGHAN Mayor

Voting by the Council:	AYE	NAY
Councilmember Brown	__________	__________
Councilmember Cragun	__________	__________
Councilmember Robertson	__________	__________
Councilmember Pollard	__________	__________
Councilmember Watson	__________	__________

Exhibit A



COUNCIL AGENDA
September 8, 2026

Agenda Item **#6** Arts Council appointment

Factual Summation

Arts Council leadership has requested the reappointment of Brandee Burke to the Arts Council Board to fill a vacancy created upon the resignation of McKenzie Buckway. The proposed term of expiration is June of 2028.

3.45.020(D) Terms of Office. The terms of office for Board members, who are not members of the Recreation Department, shall be four years. These members' terms shall be staggered so that no more than 25 percent of the members' terms expire at the same time. The term of office for the Recreation Department staff designated as a member of the Board should be as determined by the Department Director. Appointments to the Board should be made no later than the first City Council meeting in September of each year, and shall be filled as quickly as practicable when a vacancy arises due to resignation. In circumstances where appointments are not made prior to the first City Council meeting in September of each year, said appointments shall be made as soon as reasonably possible thereafter.

Proposal

Consider adoption of Proposed Resolution R26-33 re-appointing Brandee Burke to the Syracuse Arts Council with her term ending June 30, 2028.

RESOLUTION R26-33

A RESOLUTION OF THE SYRACUSE CITY COUNCIL APPOINTING BRANDEE BURKE TO THE SYRACUSE CITY ARTS COUNCIL.

WHEREAS Title III of the Syracuse City Code provides for the establishment of a Syracuse City Arts Council; and

WHEREAS Section 3.45.020 of the Syracuse City Code dictates that no less than six (6) members of the community shall be appointed and serve on the Syracuse City Arts Council; and

WHEREAS Arts Council leadership has requested the appointment of Brandee Burke to the Arts Council.

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

Section 1. Appointment.

- Brandee Burke is hereby appointed to serve on the Syracuse City Arts Council with her term expiring June 30, 2028.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8th DAY OF September, 2026.

SYRACUSE CITY

ATTEST:

_______________________________ By:_______________________________

Cassie Z. Brown, City Recorder Dave Maughan, Mayor

CITY COUNCIL AGENDA

September 8, 2026

Agenda Item #7 **Proposed Resolution R26-34 authorizing co-sponsorship of a CHaRM event with Wasatch Integrated Waste Management District (WIWMD)**

Factual Summation

- Mayor Maughan provided the following information regarding proposed co-sponsorship of a CHaRM event.

A CHaRM event is organized by the Utah Recycling Alliance. CHaRM stands for Collection of Hard-to-Recycle Materials. They have been holding these in Salt Lake County and they would like to expand this service to Davis County.

Wednesday night at the Wasatch Integrated Waste Board Meeting, we were introduced to the Alliance and their past projects. They were holding a date to have their first ever event in Davis County. They are proposing the date of October 17th. Because that is about 6 weeks away we are discussing tonight whether Syracuse would be able to host the event.

They typically charge a fee for these events. They are discounting the first event in Davis to $2500 from the usual $4500. Wasatch Integrated Waste has offered to Co-Sponsor this event and pay that fee. Syracuse would provide the location for this event as their portion.

Wasatch Integrated Waste Management has offered to supply 8 volunteers to help. The URA will bring the recyclers and some staff to man the event as well. The most successful examples of events have included city council participation and I would request we consider the same.

Why?
Some materials are hard to manage at a land fill, some are not allowed at landfills, and others have recycle value, but people don't usually know to separate them to be reused. By bringing businesses who recycle these items to a city thousands of pounds of materials can be recycled that normally would not be.
Materials accepted at a CHaRM event:

- Batteries
- Bicycles and Bicycle parts
- CDs/DVD
- VHS tapes and other film media
- Computers, Laptops, Monitors
- Electronic Waste
- Ink and Toner cartridges
- Light bulbs
- Mattresses and Box Springs ($20)
- Metal Scrap
- Mobile devices
- Phones/Tablets
- Oral-Care Products
- Plastic Clamshells
- Printers
- PVC Pipe
- Skis/Snowboards
- Socks
- Styrofoam / EPS
- Tires ($8)
- TVs

More Why?
Some of these product are already recycled, many are not. They can be recycled , broken down and given new life. Some are serious hazards at the landfill and are not supposed to be thrown away. There are valuable metals in many electronics and when recycled in bulk they can be reused. Many electronics contain data that consumers fear may not be completely erased, but when recycled the devices are broken down into raw materials. Materials such as batteries are actually not allowed in landfills and often cause fires, yet they are still tossed.

How the event works?
The city provides a space where trucks and receive materials. Typically there is a drive through space for drop off. Volunteers take products from vehicles and they are sorted into the trucks. The goal of the organizers is that no car waits more than 10 minutes (can is typically met). Dropping off materials is free with the exception of mattresses/box springs and tires. 92% of participants who participated say they would do this again and even save materials if they knew there was a way to recycle them in an event such as this.

Examples of Success
2026 Cottonwood Heights serviced 304 cars and salvaged 13,824 lbs. of material
2026 Holladay city serviced 282 vehicles and salvaged 12,823 lbs. of material
2025 Murray city serviced 238 vehicles and salvaged 10,964 lbs. of materials
These are just a few examples. They are doing events almost every week in Utah.
To date they have recycled 61,437 lbs of material in 2026

Suggested Space
This could easily be done down by the equestrian arena. There would be about 9 trucks from participating recyclers. They could back up on the crushed gravel to the parking lot and we could use the parking lot to feed cars through. Volunteers would help remove material. Vendors accept it. It doesn't last all day, just designated hours. This site is a short route from a freeway exit, where people could get on and off without much trouble.
URA does most of the work. WIWM will sponsor the cost. Syracuse provides space and advertising assistance. URA will do a lot of advertising. Nearby cities may help with advertising and could even send people as co-sponsors.

As representative to the Waste Management board I saw an opportunity for us to try this without hard costs and volunteered, to have our council review this first. I appreciate the councils consideration.

RESOLUTION R26-33

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AUTHORIZING CO-SPONSORSHIP OF A CHaRM EVENT WITH WASATCH INTEGRATED WASTE MANAGEMENT DISTRICT (WIWMD).

WHEREAS Mayor Maughan serves as the City's representative on the Wasatch Integrated Waste Management District (WIWMD) Administrative Control Board; and

WHEREAS the WIWMD has been approached by the Utah Recycling Alliance to sponsor a CHaRM (Collection of Hard-to-Recycle Materials) stand at a location in Davis County; and

WHEREAS Mayor Maughan seeks the support of the City Council to be a co-sponsor of the event, in the form of providing a location for the stand on October 17, 2026.

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

Section 1. Approval.

- The City Council approves Syracuse City's co-sponsorship of a CHaRM stand in Syracuse City on October 17, 2026 to facilitate the collection of hard to recycle materials.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8th DAY OF September, 2026.

SYRACUSE CITY

ATTEST:

________________________________ By:________________________________

Cassie Z. Brown, City Recorder Dave Maughan, Mayor

COUNCIL AGENDA

September 8, 2026

Proposed Rezone from A-1 to LC

Agenda item #8

Summary

The city has received an application from Blake Anderson to rezone parcel 12-092-0148 (.358 acres). The property is located approximately 2207 W 1700 S which is the southeast corner of Antelope Drive and 2210 West. The property is owned by Rake LLC. The existing zoning is Agricultural (A-1) and the proposed zoning is Light Commercial (LC). The reason for the rezone request as stated by the applicant is as follows.

> *The current A-1 zoning does not permit commercial use, and the applicant proposes to construct a 65' x 30' (1,950 sq. ft.) commercial building on the site to accommodate a small-scale commercial use such as retail, a professional office (e.g., dental office), or a personal service business (e.g., hair salon). The specific tenant/use has not yet been finalized, but any use will be low-traffic, small-scale, and consistent with neighborhood-serving commercial uses. Given the parcel's location along Antelope Drive within the Town Center Overlay Zone, a commercial designation is consistent with the intended character and development pattern for this corridor. The proposed rezone will allow for productive commercial use of the property while remaining compatible with the Town Center Overlay Zone's design and use objectives and the surrounding mix of residential and commercial development.*

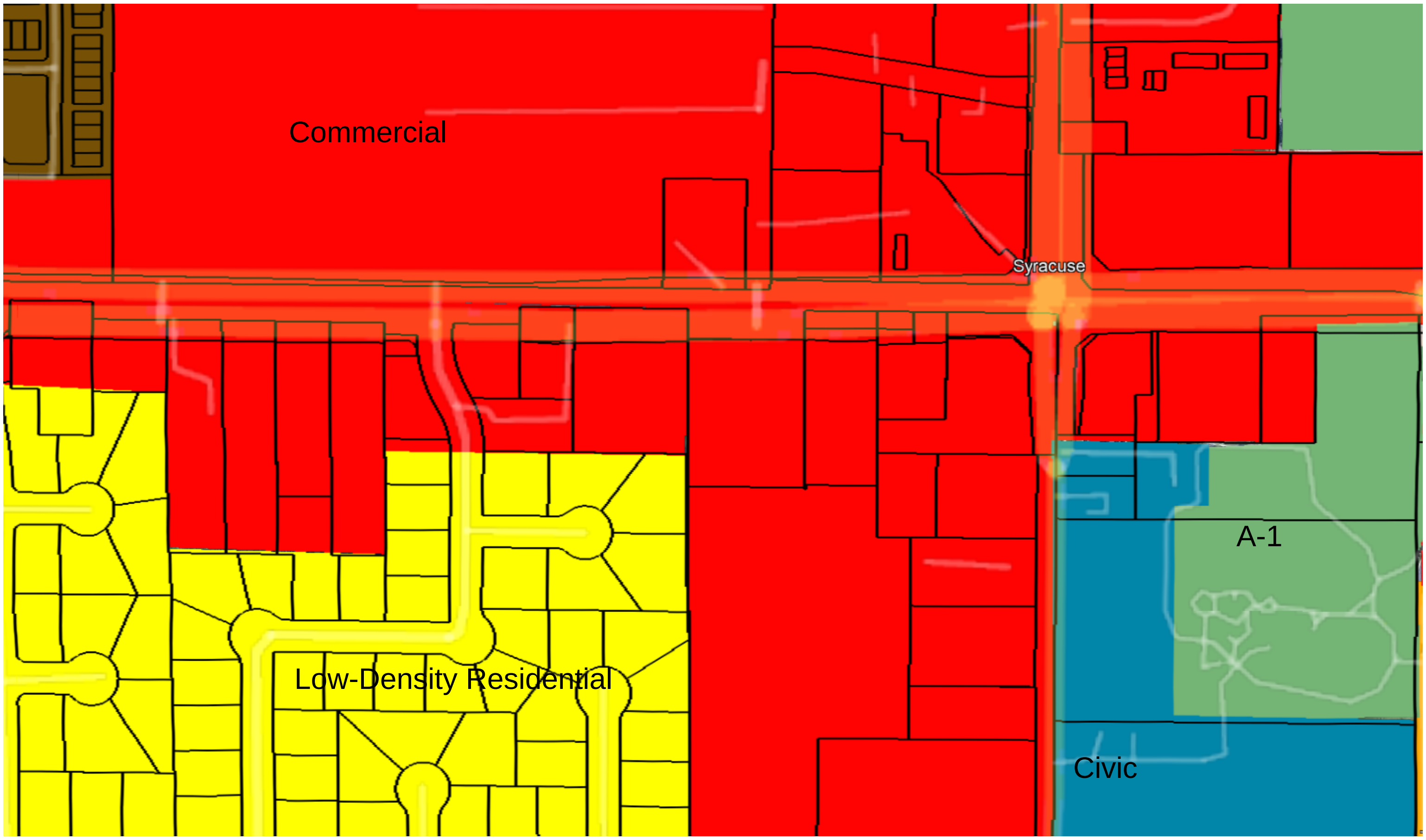
The general plan for the property is Commercial. The proposed zoning is congruent with the general plan.

Goals of Discussion

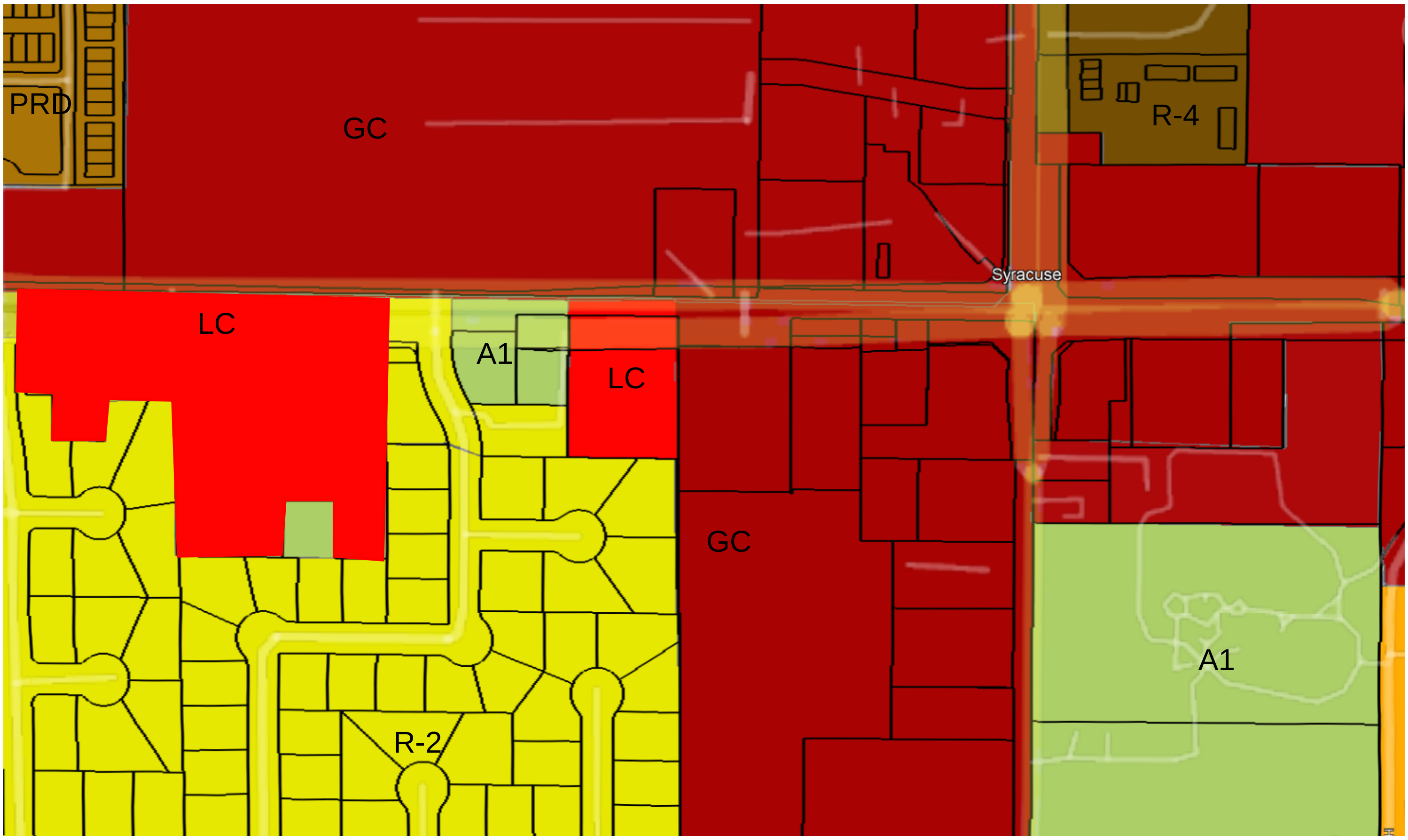
Planning Commission held a public hearing on 8/18/26. They are forwarding a recommendation to either approve this item. The goal of this discussion is to vote to approve, deny, or table.

2207 W 1700 S

General Plan



Existing Zoning



ORDINANCE NO. 26-23

AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP FOR APPROXIMATELY .358 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 2207 W. 1700 S. FROM A-1 TO LC

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

WHEREAS, the City received an application for an amendment to the zoning map from Blake Anderson of Rake LLC, proposing that property located at approximately 2207 W. 1700 S. be changed from A-1 to LC; and

WHEREAS, the Planning Commission reviewed the application for the proposed amendment and conducted a properly noticed public hearing on August 18, 2026; and

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

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

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

Section 1. **Amendment.** The zoning map of Syracuse City is hereby amended, changing the zoning for property located at approximately 2207 W. 1700 S. from A-1 to LC, as more particularly depicted in Exhibit A.

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

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

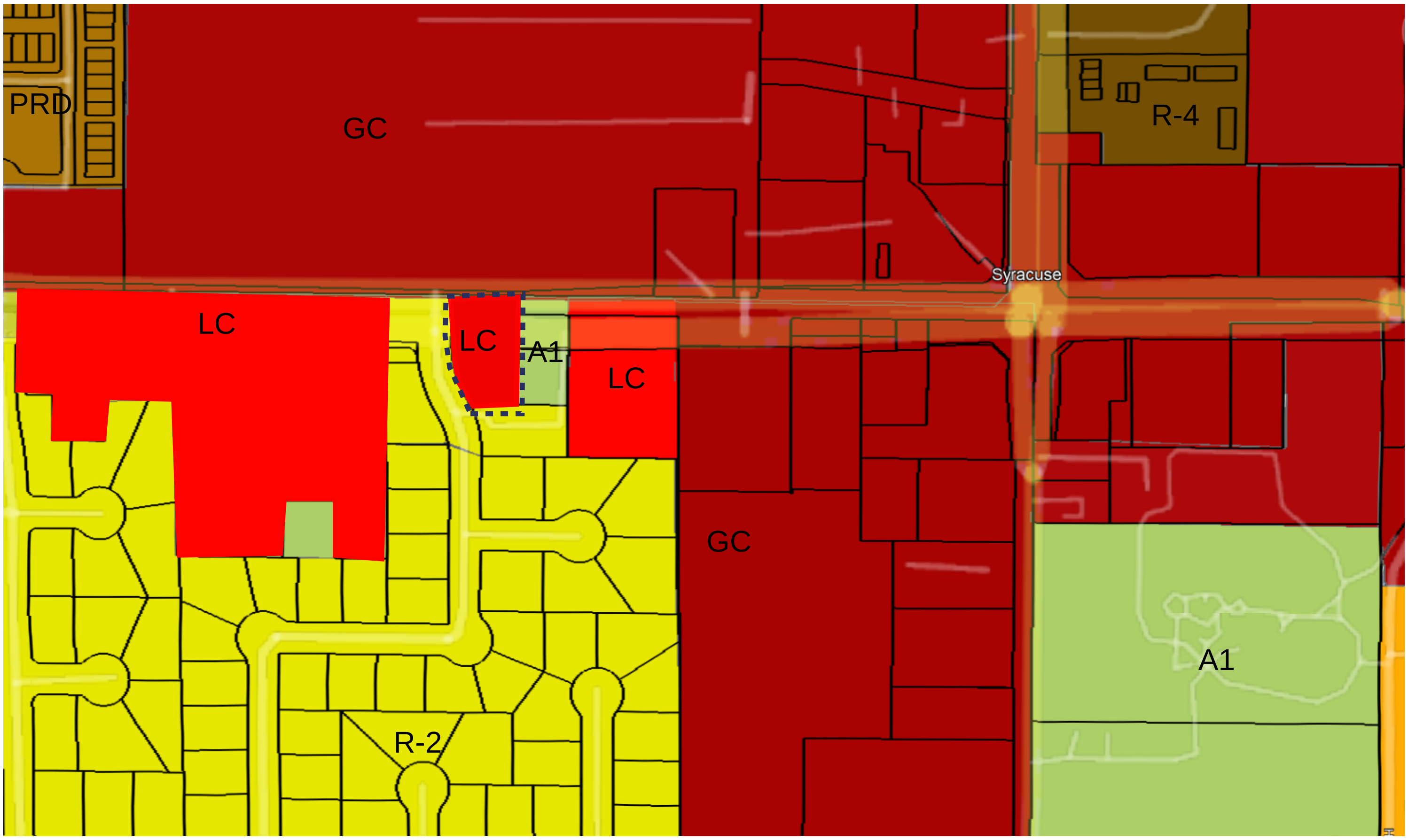
PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8TH DAY OF SEPTEMBER, 2026.

___________________________________	___________________________________
CASSIE Z. BROWN	DAVE MAUGHAN
City Recorder	Mayor

Voting by the Council:	AYE	NAY
Councilmember Brown	__________	__________
Councilmember Cragun	__________	__________
Councilmember Robertson	__________	__________
Councilmember Pollard	__________	__________
Councilmember Watson	__________	__________

Exhibit A

Proposed Zoning



COUNCIL AGENDA

September 8, 2026

Agenda item #9 Proposed Amendment to 10.10.040 and 10.90 - Drones

Summary

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

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

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

Goals of Discussion

The purpose of this discussion is to explore the possibility of allowing this use within the city. If the use is desired, then the goal would be to craft an ordinance that permits the use within a zone or zones. Since this is a land use related item, it is required to receive a recommendation from Planning Commission before returning to Council for final approval. Planning Commission reviewed the item on August 18th and September 1st and is forwarding a recommendation for approval of the attached language.

Attachments

Wing information

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


A7155
Pharmacy
STOP

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

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

Wing Aviation LLC

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

Pilot-in-Command (PIC)

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

Aircraft

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

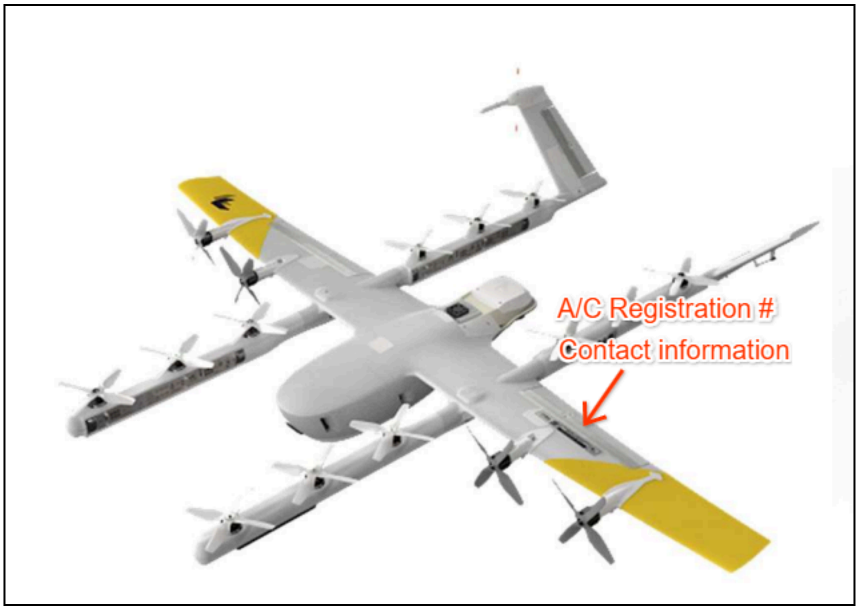
Operations

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

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

Wing Aircraft

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



Questions

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

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

ORDINANCE 26-24

AN ORDINANCE AMENDING 10.10.040 and 10.90 Concerning Drones

WHEREAS, Syracuse City ordinance currently does not list commercial drone delivery as a permitted use in any of its zones; and

WHEREAS, The city desires to allow commercial drone delivery in the city; and

WHEREAS, The city desires to allow commercial drone deliver in the city only as a conditional use within the General Commercial zone (GC) with conditions established to protect the resident's health, safety, and welfare; and

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

Section 1. Syracuse Municipal Code Sections 10.10.040 and 10.90 are amended, to read as attached hereto.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8TH DAY OF SEPTEMBER, 2026.

______________________________	______________________________
CASSIE Z. BROWN City Recorder	DAVE MAUGHAN Mayor

Voting by the Council:	AYE	NAY
Councilmember Brown	___________	___________
Councilmember Cragun	___________	___________
Councilmember Pollard	___________	___________
Councilmember Robertson	___________	___________
Councilmember Watson	___________	___________

Chapter 10.10
DEFINITIONS

Sections:

10.10.010 Purpose.

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

10.10.020 Interpretation.

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

10.10.030 General.

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

10.10.040 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Day Care Center. See "Child day care center."

Day Care Home. See "Child day care, home."

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

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

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

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

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

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

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

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

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

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

"Elderly person" means a person 60 years of age or older.

"Elevation, building" means an architectural rendering of the front, side, or rear facade of a building, including dimensions, features, materials, and colors.

"Exaction (constitutional taking)" means actions by the City involving the physical taking or exaction of private real property that might require compensation to a private real property owner because of:

(1) The Fifth or Fourteenth Amendments of the Constitution of the United States;

(2) Article I, Section 22, of the Utah Constitution; or

(3) Any recent court rulings governing the physical taking or exaction of private real property by a government entity.

"Family" means:

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

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

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

"Family" does not include:

(1) Any society, club, fraternity, sorority, association, lodge, combine, federation, coterie, or like organization.

(2) Any number of individuals whose association is temporary or seasonal in nature.

(3) Any number of individuals who are in a group-living arrangement as a result of criminal offenses.

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

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

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

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

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

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

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

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

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

"Governing Body" means the Syracuse City Council.

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

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

"Gross acreage" means the total land being developed.

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

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

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

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

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

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

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

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

"Junk" means any scrap, waste, reclaimable material, or debris, whether or not stored or used in conjunction with dismantling, processing, salvaging, storing, or disposing or other use or disposition. Junk includes, but is not limited to, tires, batteries, furniture, tools, paper, rags, plastics, cordage, scrap iron or other metal, glass, building materials, salvage materials, dismantled equipment, machinery and appliances or parts thereof, brush, wood and lumber, solid waste, and vehicles and parts thereof.

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

"Kennel, commercial" means any facility in compliance with the standards listed in and regulated under SMC 10.30.040(D).

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

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

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

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

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

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

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

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

"Lot lines" means the property lines bounding a lot. For purposes of establishing yard spaces, all right-of-way lines for streets shall be the lot lines of abutting property.

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

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

"Masonry" means brick, rock, or stone.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Reasonable accommodations" means a change in a rule, policy, practice, or procedure necessary to afford a person with a disability equal access opportunity to use and enjoy a dwelling as defined in this section:

(1) "Reasonable" means that a requested accommodation will not undermine the legitimate purposes of existing zoning regulations notwithstanding the benefit the accommodation would provide to a person with a disability.

(2) "Necessary" means the applicant must show that, but for the accommodation, one or more persons with a disability likely will not have an equal opportunity to enjoy housing of their choice.

(3) "Equal opportunity" means achieving equal results as between a person with a disability and a nondisabled person.

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

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

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

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

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

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

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

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

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

"Stable, private" means a detached accessory building for the keeping of animals belonging to or used by the property owner or lessee and not for rent or for the stabling of same for profit.

"Stable, public" means a building for the keeping of animals for profit.

"Street, public" means an open way, space, and/or thoroughfare designed primarily for vehicular travel provided for or dedicated to and/or accepted by Syracuse City or the state of Utah for public use.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chapter 10.90
GC – GENERAL COMMERCIAL ZONE

Sections:

10.90.010 Purpose.

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

10.90.020 Permitted uses.

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

(A) Agriculture.

(B) Amusement and recreational activities.

(C) Animal clinics.

(D) Automotive retail and routine maintenance services.

(E) Car washes, full-service tunnel style.

(F) Churches, synagogues, and temples.

(G) Community or civic services.

(H) Dwellings. (Completed or under construction at the time of adoption of this title. If such dwellings convert to any other permitted or conditional use allowed in this section or SMC 10.85.030, they may not thereafter convert back to residential use without first obtaining a conditional use permit.)

(I) Fully enclosed dog boarding facilities (see SMC 10.30.040(D)).

(J) Hotels and motels.

(K) Public and quasi-public buildings.

(L) Professional office buildings (situated on one acre or less).

(M) Public parks.

(N) Restaurants and fast food services.

(O) Retail trade.

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

10.90.030 Conditional uses.

The following may be permitted as conditional uses after application and approval as specified in SMC 10.20.080.

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

(B) Animal hospitals (major).

(C) Day care centers (major).

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

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

(F) Commercial Unmanned Aircraft System Dispatch and Delivery Center,

The following items are required conditions:

-Receive and maintain 14 CFR Part 135 Air Carrier Certificate (600A) from FAA
-Receive a summary grant from the FAA matched directly to the conditions outlined in Exemption No. 18163G
-Each pilot in command must hold a current 14 CFR Part 107 certificate
-Each aircraft must be registered and approved with the FAA for use as a Part 135 commercial delivery drone.
-Each aircraft must complete a durability and reliability testing as required by FAA Section 44807
-Each aircraft must be designed to be lightweight and frangible to minimize possible injury or property damage.
-Operations must comply with all governing FAA regulations and procedures
-Commercial drone takeoff, landing, or package drop-offs may not be allowed on streets, sidewalks, parks, or city owned properties.
-Ground operations and low-altitude drops must comply with municipal noise decibel ordinances at the residential property line.
-A minimum physical separation distance of 250 feet between drone launch and delivery centers and sensitive environments including schools, hospitals, parks, and residential lot lines is required.
-Drone cameras or visual data capturing devices utilized during residential low-altitude package delivery cannot retain or store video footage of citizens or private yards beyond navigation validation.
-Operator shall self-report any ground-level structural collisions, cable strikes, or accidental payload deployments to the City Manager within 24 hours.

10.90.040 Minimum lot standards.

All lots developed and all structures and uses placed on lots shall be in accordance with the following lot standards:

(A) Lot area: no minimum required.

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

(C) Front yard: 15 feet.

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

(E) Rear yard: 10 feet.

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

10.90.050 Off-street parking and loading.

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

10.90.060 Signs.

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

10.90.070 Special provisions.

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

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

(2) No turfgrass in parkstrips.

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

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

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

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

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

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

Facility Use Agreement

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

Recitals

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

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

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

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

Agreement

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

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

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

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

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

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

(a) The estimated time the facility will be vacant.

(b) Detailed plans to maintain the property during the time it will be vacant.

(c) Method of securing all entrances to the facility.

(d) Plans to restrict access to off-street parking.

(e) Plans to remove all advertisement and business signage.

(f) Plans to market the property.

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

(1) The proposed use for the structure conforms to the permitted use for this zone.

(2) The proposed use of the building does not adversely impact the surrounding area.

(3) The primary residential structure adds appeal and character to the area, and the property owner ensures appropriate maintenance of all existing structures on the property as well as the entire property itself in order to keep the appeal.

(4) The lot size has a minimum of 21,780 square feet.

(5) The parcel has a minimum 110 feet of frontage on an existing public street.

(6) Setbacks comply with the established minimum requirements for this zone and receive approval with site plan.

(7) The lot has an existing driveway access from a public street and receives approval with site plan for any proposed modifications to said driveway (the Utah Department of Transportation shall also approve any access located on a state road).

(8) All off-street parking complies with the requirements in Chapter 10.40 SMC and receives approval with site plan.

(9) All signs and lighting complies with the requirements in Chapter 10.45 SMC and receives approval with site plan.

(10) All landscape and buffering complies with the established requirements in Chapter 10.30 SMC and receives approval with site plan.

(11) The Building and Fire Departments inspect and approve the use.

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

10.90.080 Development theme.

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

10.90.090 Development plan.

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

10.90.100 Architectural Review Committee.

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

COUNCIL AGENDA

September 8, 2026

Agenda Item # **10** **Proposed Resolution R26-35** Approval of Capital Lease Purchase Agreement with ZMFU II, Inc for purchase of new fire engine and water tender.

Factual Summation

- Any questions regarding this item may be directed at Assistant City Manager Stephen Marshall. Please see the capital lease purchase agreement.

- This lease agreement is between ZMFU II, Inc (a wholly owned subsidiary of Zions Bank), and the city for the purchase of a new fire engine ($1,200,000) and water tender ($600,000). This is a 5 payment, 4-year lease, with the first payment to be made at the inception of the least agreement on September 30, 2026 and each additional payment to be made annually on September 30th of each year. The final payment will be made on September 30, 2030. The interest rate is a fixed 4.55% rate over the life of the lease agreement. The lease schedule is as follows:

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of four and fifty-five hundredths' percent (4.55%) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/30/2026	392,727.32	-	-	392,727.32	392,727.32
09/30/2027	328,696.42	4.550%	64,030.91	392,727.33	392,727.33
09/30/2028	343,652.10	4.550%	49,075.22	392,727.32	392,727.32
09/30/2029	359,288.27	4.550%	33,439.05	392,727.32	392,727.32
09/30/2030	375,635.89	4.550%	17,091.43	392,727.32	392,727.32
Total	$1,800,000.00	-	$163,636.61	$1,963,636.61	-

Action Items

Consider whether to approve Resolution 26-33 approving a capital lease purchase agreement to purchase a new fire engine and water tender.

RESOLUTION NO. R26-35

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LEASE/PURCHASE AGREEMENT FOR THE ACQUISITION OF A FIRE ENGINE AND WATER TENDER

WHEREAS, Syracuse City (the "City") is a municipal corporation and political subdivision of the State of Utah and has authority to acquire, own, use, and finance equipment necessary or appropriate for the performance of municipal and governmental functions;

WHEREAS, the City has determined that the acquisition of a Pierce Enforcer Fire Engine equipped with a Paccar MX-13 engine, a 750-gallon water tank, and seating for five personnel, and a 2026 Kenworth T480 chassis for a 3,000-gallon CJ Water Tender Truck (collectively, the "Leased Property"), is necessary and serves a valid public purpose in supporting the City's fire and emergency response operations;

WHEREAS, the City has reviewed the Lease/Purchase Agreement dated as of September 30, 2026 (the "Lease") between ZMFU II, INC., as lessor, and Syracuse City, as lessee, providing for the financing of the Leased Property in an original principal amount of $1,800,000 at a fixed interest rate of 4.55%, with the first scheduled payment on September 30, 2026 and a scheduled maturity date of September 30, 2030;

WHEREAS, the City Council has reviewed the form and terms of the Lease and has determined that entering into the Lease is in the best interests of the City and is an appropriate method for financing the acquisition of the Leased Property;

WHEREAS, the City has determined that the acquisition and financing of the Leased Property shall be undertaken in accordance with all applicable Utah law, City ordinances, policies, procurement requirements, budget requirements, and open and public meeting requirements; and

WHEREAS, the City Council desires to authorize the Mayor to execute and deliver the Lease and the related documents necessary to complete the transaction on behalf of the City.

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

Section 1. Approval of Lease. The City Council hereby approves the Lease/Purchase Agreement between ZMFU II, INC. and Syracuse City (Exhibit A), substantially in the form presented to the City Council, for the acquisition and financing of the Leased Property described in this Resolution. The Lease, together with its exhibits and related financing documents, is incorporated herein by reference.

Section 2. Authorization to Execute. The Mayor of Syracuse City is hereby authorized and directed to execute and deliver the Lease on behalf of the City, together with such related certificates, acknowledgments, title and security documents, delivery and acceptance certificates, tax forms, notices, and other documents as are reasonably necessary to consummate the transaction contemplated by the Lease.

Section 3. Severability. If any section, part, or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts, and provisions shall be severable.

Section 4. Effective Date. This Resolution shall become effective immediately upon its passage and adoption by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8th DAY OF SEPTEMBER, 2026.

SYRACUSE CITY

ATTEST:

______________________________	______________________________
Cassie Z. Brown, ASD / City Recorder	Dave Maughan, Mayor

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Brown	_____	_____
Councilmember Cragun	_____	_____
Councilmember Pollard	_____	_____
Councilmember Robertson	_____	_____
Councilmember Watson	_____	_____

Basic Separation of Duties

See page 2 of this questionnaire for instructions and definitions.

	Yes	No	MC*	N/A
1. Does the entity have a board chair, clerk, and treasurer who are three separate people?	X			
2. Are all the people who are able to receive cash or check payments different from all of the people who are able to make general ledger entries?	X			
3. Are all the people who are able to collect cash or check payments different from all the people who are able to adjust customer accounts? If no customer accounts, check "N/A". Utility clerks collect payments and can make adjustments. However, all customer account adjustments are reviewed by Admin. Services Dir.		X	X	
4. Are all the people who have access to blank checks different from those who are authorized signers?	X			
5. Does someone other than the clerk and treasurer reconcile all bank accounts OR are original bank statements reviewed by a person other than the clerk to detect unauthorized disbursements?	X			
6. Does someone other than the clerk review periodic reports of all general ledger accounts to identify unauthorized payments recorded in those accounts?	X			
7. Are original credit/purchase card statements received directly from the card company by someone other than the card holder? If no credit/purchase cards, check "N/A".	X			
8. Does someone other than the credit/purchase card holder ensure that all card purchases are supported with receipts or other supporting documentation? If no credit/purchase cards, check "N/A".	X			
9. Does someone who is not a subordinate of the credit/purchase card holder review all card purchases for appropriateness (including the chief administrative officer and board members if they have a card)? If no credit/purchase cards, check "N/A".	X			
10. Does the person who authorizes payment for goods or services, who is not the clerk, verify the receipt of goods or services?	X			
11. Does someone authorize payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			
12. Does someone review all payroll payments who is separate from the person who prepares payroll payments? If no W-2 employees, check "N/A".	X			

Basic Separation of Duties

Continued

Instructions: Answer questions 1-12 on the Basic Separation of Duties Questionnaire using the definitions provided below.

☺ If all of the questions were answered "Yes" or "No" with mitigating controls ("MC") in place, or "N/A," the entity has achieved adequate basic separation of duties.

☹ If any of the questions were answered "No," and mitigating controls are not in place, the entity has not achieved adequate basic separation of duties.

Definitions:

Board Chair is the elected or appointed chairperson of an entity's governing body, e.g. Mayor, Commissioner, Councilmember or Trustee. The official title will vary depending on the entity type and form of governments.

Clerk is the bookkeeper for the entity, e.g. Controller, Accountant, Auditor or Finance Director. Though the title for this position may vary, they validate payment requests, ensure compliance with policy and budgetary restrictions, prepare checks, and record all financial transactions.

Chief Administrative Officer (CAO) is the person who directs the day-to-day operations of the entity. The CAO of most cities and towns is the mayor, except where the city has a city manager. The CAO of most local and special districts is the board chair, except where the district has an appointed director. In school districts, the CAO is the superintendent. In counties, the CAO is the commission or council chair, except where there is an elected or appointed manager or executive.

General Ledger is a general term for accounting books. A general ledger contains all financial transactions of an organization and may include sub-ledgers that are more detailed. A general ledger may be electronic or paper based. Financial records such as invoices, purchase orders, or depreciation schedules are not part of the general ledger, but rather support the transaction in the general ledger.

Mitigating Controls are systems or procedures that effectively mitigate a risk in lieu of separation of duties.

Original Bank Statement means a document that has been received directly from the bank. Direct receipt of the document could mean having the statement 1) mailed to an address or PO Box separate from the entity's place of business, 2) remain in an unopened envelope at the entity offices, or 3) electronically downloaded from the bank website by the intended recipient. The key risk is that a treasurer or clerk who is intending to conceal an unauthorized transaction may be able to physically or electronically alter the statement before the independent reviewer sees it.

Treasurer is the custodian of all cash accounts and is responsible for overseeing the receipt of all payments made to the entity. A treasurer is always an authorized signer of all entity checks and is responsible for ensuring cash balances are adequate to cover all payments issued by the entity.

UTAH FIXED EQUIPMENT LEASE

Long Name of Entity:	Syracuse City
Address:	1979 West 1900 South
City, State Zip:	Syracuse, UT 84075
Attention:	Stephen Marshall
Public Finance Office:	Assistant City Manager & Budget Officer
County:	Davis
Amount:	1,800,000.00
Rate:	4.55
Maturity Date:	September 30, 2030
First Pmt Date:	September 30, 2026
Payment Dates:	September 30
Auto Extend:	4
Governing Body:	City Council
Resolution Date:	September, 2026
Dated Date:	September, 2026
Day:	30th
State:	Utah

$1,800,000.00
Syracuse City
Non-BQ Lease Purchase Agreement

1. Non-BQ Lease/Purchases Agreement of the Syracuse City
2. Exhibit A. Calculation of Interest Component
3. Exhibit B. Description of Leased Property
4. Exhibit C. Resolution of Governing Body
5. Exhibit D. Opinion of Lessee's Counsel
6. Exhibit E. Security Documents
7. Exhibit F. Delivery and Acceptance Certificate
8. Form 8038-G
9. Wire Transfer Request

NON-BQ LEASE/PURCHASE AGREEMENT

Dated as of September 30, 2026

by and between

ZMFU II, INC.,
as Lessor

and

SYRACUSE CITY,
as Lessee

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LEASE/PURCHASE AGREEMENT

THIS NON-BQ LEASE/PURCHASE AGREEMENT, dated as of September 30, 2026, by and between ZMFU II, INC., a corporation organized under the laws of the State of Utah, as lessor (the "Bank" or "Lessor"), and Syracuse City (the "Lessee"), a public agency of the State of Utah (the "State"), duly organized and existing under the Constitution and laws of the State, as lessee;

W I T N E S S E T H:

WHEREAS, the Lessee desires to finance the acquisition of the equipment and/or other personal property described as the "Leased Property" in Exhibit B (the "Leased Property") by entering into this Lease/Purchase Agreement with the Bank (the "Lease"); and

WHEREAS, the Bank agrees to lease the Leased Property to the Lessee upon the terms and conditions set forth in this Lease, with rental to be paid by the Lessee equal to the Lease Payments hereunder; and

WHEREAS, it is the intent of the parties that the original term of this Lease, and any subsequent renewal terms, shall not exceed 12 months, and that the payment obligation of the Lessee shall not constitute a general obligation under State law; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Lease;

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

SECTION 1.1 Definitions and Rules of Construction. Unless the context otherwise requires, the capitalized terms used herein shall, for all purposes of this Lease, have the meanings specified in the definitions below. Unless the context otherwise indicates, words importing the singular number shall include the plural number and vice versa. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms, as used in this Lease, refer to this Lease as a whole.

"Advance" shall have the meaning set forth in Section 2.1(l)(i)(D) hereof.

"Bank" shall have the meaning set forth in the Preamble hereof.

"Business Day" means any day except a Saturday, Sunday, or other day on which banks in Salt Lake City, Utah or the State are authorized to close.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means the date this Lease is executed by the Bank and the Lessee.

"Event of Nonappropriation" shall have the meaning set forth in Section 3.2 hereof.

"Governing Body" means the governing body of the Lessee.

"Lease Payments" means the rental payments described in Exhibit A hereto.

"Lease Payment Date" shall have the meaning set forth in Section 3.4(a) hereof.

"Leased Property" shall have the meaning set forth in the Whereas clauses hereof.

"Lessee" shall have the meaning set forth in the Preamble hereof.

"Net Proceeds" means insurance or eminent domain proceeds received with respect to the Leased Property less expenses incurred in connection with the collection of such proceeds.

"Obligation Instrument" shall have the meaning set forth in Section 2.1(c) hereof.

"Original Term" shall have the meaning set forth in Section 3.2 hereof.

"Permitted Encumbrances" means, as of any particular time: (i) liens for taxes and assessments, if any, not then delinquent, or which the Lessee may, pursuant to provisions of Section 5.3 hereof, permit to remain unpaid; (ii) this Lease; (iii) any contested right or claim of any mechanic, laborer, materialman, supplier or vendor filed or perfected in the manner prescribed by law to the extent permitted under Section 5.4(b) hereof; (iv) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the execution date of this Lease and which the Lessee hereby certifies will not materially impair the use of the Leased Property by the Lessee; and (v) other rights, reservations, covenants, conditions or restrictions established following the date of execution of this Lease and to which the Bank and the Lessee consent in writing.

"Rebate Exemption" shall have the meaning set forth in Section 2.1(l)(ii)(A) hereof.

"Regulations" shall have the meaning set forth in Section 2.1(l)(i) hereof.

"Renewal Term" shall have the meaning set forth in Section 3.2 hereof.

"Scheduled Term" shall have the meaning set forth in Section 3.2 hereof.

"State" shall have the meaning set forth in the Preamble hereof.

"Term" or "Term of this Lease" means the Original Term and all Renewal Terms provided for in this Lease under Section 3.2 until this Lease is terminated as provided in Section 3.3 hereof.

SECTION 1.2 Exhibits. Exhibits A, B, C, D, E and F attached to this Lease are by this reference made a part of this Lease.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

SECTION 2.1 Representations, Covenants and Warranties of the Lessee. The Lessee represents, covenants and warrants to the Bank as follows:

(a) Due Organization and Existence. The Lessee is a public agency of the State duly organized and existing under the Constitution and laws of the State.

(b) Authorization; Enforceability. The Constitution and laws of the State authorize the Lessee to enter into this Lease and to enter into the transactions contemplated by, and to carry out its obligations under, this Lease. The Lessee has duly authorized, executed and delivered this Lease in accordance with the Constitution and laws of the State. This Lease constitutes the legal, valid and binding special obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

(c) No Conflicts or Default; Other Liens or Encumbrances. Neither the execution and delivery of this Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby (i) conflicts with or results in a breach of the terms, conditions, provisions, or restrictions of any existing law, or court or administrative decree, order, or regulation, or agreement or instrument to which the Lessee is now a party or by which the Lessee is bound, **including without limitation any agreement or instrument pertaining to any bond, note, lease, certificate of participation, debt instrument, or any other obligation of the Lessee** (any such bond, note, lease, certificate of participation, debt instrument, and other obligation being referred to herein as an "Obligation Instrument"), (ii) constitutes a default under any of the foregoing, or (iii) results in the creation or imposition of any pledge, lien, charge or encumbrance whatsoever upon any of the property or assets of the Lessee, or upon the Leased Property except for Permitted Encumbrances.

By way of example, and not to be construed as a limitation on the representations set forth in the immediately preceding paragraph:

(A) no portion of the Leased Property is pledged to secure any Obligation Instrument; and

(B) the interests of the Lessor in the Leased Property hereunder do not violate the terms, conditions or provisions of any restriction or revenue pledge in any agreement or instrument pertaining to any Obligation Instrument.

If any Obligation Instrument existing on the date of execution of this Lease creates any pledge, lien, charge or encumbrance on any revenues, property or assets associated with the Leased Property that is higher in priority to the Bank's interests therein under this Lease, the Bank hereby subordinates its interests therein, but only to the extent required pursuant to such existing Obligation Instrument.

(d) Compliance with Open Meeting Requirements. The Governing Body has complied with all applicable open public meeting and notice laws and requirements with respect to the meeting at which the Lessee's execution of this Lease was authorized.

(e) Compliance with Bidding Requirements. Either there are no procurement or public bidding laws of the State applicable to the acquisition and leasing of the Leased Property pursuant to this Lease, or the Governing Body and the Lessee have complied with all such procurement and public bidding laws as may be applicable hereto.

(f) No Adverse Litigation. There are no legal or governmental proceedings or litigation pending, or to the best knowledge of the Lessee threatened or contemplated (or any basis therefor) wherein an unfavorable decision, ruling, or finding might adversely affect the transaction contemplated in or the validity of this Lease.

(g) Opinion of Lessee's Counsel. The letter attached to this Lease as Exhibit D is a true opinion of Lessee's counsel.

(h) Governmental Use of Leased Property. During the Term of this Lease, the Leased Property will be used solely by the Lessee, and only for the purpose of performing one or more governmental or proprietary functions of the Lessee consistent with the permissible scope of the Lessee's authority, and the Leased Property will not be subject to any direct or indirect private business use.

(i) Other Representations and Covenants. The representations, covenants, warranties, and obligations set forth in this Article are in addition to and are not intended to limit any other representations, covenants, warranties, and obligations set forth in this Lease.

(j) No Nonappropriations. The Lessee has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any municipal lease of the same general nature as this Lease, or under any of its bonds, notes, or other obligations of indebtedness for which its revenues or general credit are pledged.

(k) No Legal Violation. The Leased Property is not, and at all times during the Term of this Lease will not be in violation of any federal, state or local law, statute, ordinance or regulation.

(l) General Tax and Arbitrage Representations and Covenants.

(i) The certifications and representations made by the Lessee in this Lease are intended, among other purposes, to be a certificate permitted in Section 1.148-2(b) of the Treasury Regulations promulgated pursuant to Section 148 of the Code (the "Regulations"), to establish the reasonable expectations of the Lessee at the time of the execution of this Lease made on the basis of the facts, estimates and circumstances in existence on the date hereof. The Lessee further certifies and covenants as follows:

(A) The Lessee has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as an issuer which may certify bond issues.

(B) To the best knowledge and belief of the Lessee, there are no facts, estimates or circumstances that would materially change the conclusions, certifications or representations set forth in this Lease, and the expectations herein set forth are reasonable.

(C) The Scheduled Term of this Lease does not exceed the useful life of the Leased Property, and the weighted average term of this Lease does not exceed the weighted average useful life of the Leased Property.

(D) Each advance of funds by the Bank to finance Leased Property under this Lease (each an "Advance") will occur only when and to the extent that the

Lessee has reasonably determined and identified the nature, need, and cost of each item of Leased Property pertaining to such Advance.

(E) No use will be made of the proceeds of this Lease or any such Advance, or any funds or accounts of the Lessee which may be deemed to be proceeds of this Lease or any such Advance, which use, if it had been reasonably expected on the date of the execution of this Lease or of any such Advance, would have caused this Lease or any such Advance to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code.

(F) The Lessee will at all times comply with the rebate requirements of Section 148(f) of the Code as they pertain to this Lease, to the extent applicable.

(G) In order to preserve the status of this Lease and the Advances as other than "private activity bonds" as described in Sections 103(b)(1) and 141 of the Code, as long as this Lease and any such Advances are outstanding and unpaid:

(I) none of the proceeds from this Lease or the Advances or any facilities or assets financed therewith shall be used for any "private business use" as that term is used in Section 141(b) of the Code and defined in Section 141(b)(6) of the Code;

(II) the Lessee will not allow any such "private business use" to be made of the proceeds of this Lease or the Advances or any facilities or assets financed therewith; and

(III) none of the Advances or Lease Payments due hereunder shall be secured in whole or in part, directly or indirectly, by any interest in any property used in any such "private business use" or by payments in respect of such property and shall not be derived from payments in respect of such property.

(H) The Lessee will not take any action, or omit to take any action, which action or omission would cause the interest component of the Lease Payments to be ineligible for the exclusion from gross income as provided in Section 103 of the Code.

(I) The Lessee is a "governmental unit" within the meaning of Section 141(b)(6) of the Code.

(J) The obligations of the Lessee under this Lease are not federally guaranteed within the meaning of Section 149(b) of the Code.

(K) This Lease and the Advances to be made pursuant hereto do not constitute a "refunding issue" as defined in Section 1.150-1(d) of the Regulations, and no part of the proceeds of this Lease or any such Advances will be used to pay or discharge any obligations of the Lessee the interest on which is or purports to be excludable from gross income under the Code or any predecessor provision of law.

Either (check applicable box):

☐ (I) No Reimbursement for Expenditures Incurred Prior to 60 Days Before the Date the Authorizing Resolution Was Adopted. No proceeds of this Lease and the Advances to be made pursuant hereto will be used to reimburse the Lessee for any expenditures incurred prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution.

- or -

☐ (II) Prior Expenditures Will be Reimbursed; But No Reimbursement Resolution Was Adopted. If proceeds of this Lease and the Advances to be made pursuant hereto are to be used to reimburse the Lessee for expenditures incurred with respect to the Leased Property prior to the date sixty (60) days before the date the Governing Body adopted the Authorizing Resolution, then proceeds of this Lease and the Advances made hereunder will be used to reimburse only those expenditures that are described below (collectively, "Reimbursable Expenditures"):

(a) **Subsequent Expenditures:** all expenditures incurred with respect to the Leased Property on or after the date the Authorizing Resolution was adopted; plus

(b) **Prior Expenditures:** the following types of expenditures incurred with respect to the Leased Property prior to the date the Authorizing Resolution was adopted:

(1) capital expenditures made no earlier than sixty (60) days before the Authorizing Resolution was adopted; plus

(2) "preliminary expenditures" as described in Section 1.150-2(f)(2) of the Regulations, not in excess of twenty percent (20%) of the aggregate "issue price" (as that term is defined in Section 1.148-1(b) of the Regulations) of this Lease for architectural, engineering, surveying, soil testing, reimbursement bond issuance, and similar costs that are incurred prior to the commencement of acquisition and/or construction of the Leased Property, other than land acquisition, site preparation, and similar costs incident to commencement of construction; plus

(3) the lesser of $100,000 or five percent (5%) of the proceeds of this Lease.

- or -

☐ (III) Reimbursement Resolution Has Been Previously Adopted for Reimbursement of Prior Expenditures. The Lessee has previously adopted the Reimbursement Resolution attached hereto as Exhibit __ (the "Reimbursement Resolution") authorizing the reimbursement of "Reimbursable Expenditures," which are defined in the Reimbursement Resolution using the same definition of such term as in (II) above, and this Lease and the Advances to be made pursuant hereto will be used to reimburse only those expenditures pertaining to the Leased Property that qualify as "Reimbursable Expenditures" as so defined.

Any reimbursement pursuant to (I), (II), or (III) above of expenditures incurred prior to the date the Authorizing Resolution was adopted shall be evidenced by an allocation made by or on behalf of the Lessee in writing:

(1) not later than eighteen (18) months after the later of:

(x) the date the original expenditure is paid; or

(y) the date the Leased Property is "placed in service" (as that term is defined in Section 1.150-2(c) of the Regulations) or abandoned;

(2) but in no event more than three (3) years after the original expenditure is paid.

(L) In compliance with Section 149(e) of the Code relating to information reporting, the Lessee will file or cause to be filed with the Internal Revenue Service Center, Ogden, UT 84201, within fifteen (15) days from the execution of this Lease, IRS Form 8038-G or 8038-GC, as appropriate, reflecting the total aggregate amount of Advances that can be made pursuant to this Lease.

(M) None of the proceeds of this Lease or the Advances to be made hereunder will be used directly or indirectly to replace funds of the Lessee used directly or indirectly to acquire obligations at a yield materially higher than the yield on this Lease or otherwise invested in any manner. No portion of the Advances will be made for the purpose of investing such portion at a materially higher yield than the yield on this Lease.

(N) Inasmuch as Advances will be made under this Lease only when and to the extent the Lessee reasonably determines, identifies and experiences the need therefor, and will remain outstanding and unpaid only until such time as the Lessee has moneys available to repay the same, the Lessee reasonably expects that (I) the Advances will not be made sooner than necessary; (II) no proceeds from the Advances will be invested at a yield higher than the yield on this Lease; and (III) the Advances and this Lease will not remain outstanding and unpaid longer than necessary.

(O) The Lessee will either (i) spend all of the moneys advanced pursuant to this Lease immediately upon receipt thereof, without investment, on the portion of the Leased Property that is to be financed thereby; or (ii) invest such moneys at the highest yield allowable and practicable under the circumstances until they are to be spent on the portion of the Leased Property that is to be financed thereby, and track, keep records of, and pay to the United States of America, all rebatable arbitrage pertaining thereto, at the times, in the amounts, in the manner, and to the extent required under Section 148(f) of the Code and the Treasury Regulations promulgated in connection therewith. At least five percent (5%) of the total amount of moneys that are expected to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property within six (6) months from the date of this Lease. All moneys to be advanced pursuant to this Lease are reasonably expected to have been expended on the Leased Property no later than the earlier of: (I) the date twelve (12) months from the date such moneys are advanced; and (II) the date three (3) years from the date of this Lease.

(P) This Lease and the Advances to be made hereunder are not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the regulations promulgated in connection therewith (I) enabling the Lessee to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (II) overburdening the tax-exempt bond market, as those terms are used in Section 1.148-10(a)(2) of the Regulations.

(Q) To the best of the knowledge, information and belief of the Lessee, the above expectations are reasonable. On the basis of the foregoing, it is not expected that the proceeds of this Lease and the Advances to be made hereunder will be used in a manner that would cause this Lease or such Advances to be "arbitrage bonds" under Section 148 of the Code and the regulations promulgated thereunder, and to the best of the knowledge, information and belief of the Lessee, there are no other facts, estimates or circumstances that would materially change the foregoing conclusions.

(ii) Arbitrage Rebate Under Section 148(f) of the Code. With respect to the arbitrage rebate requirements of Section 148(f) of the Code, either (check applicable box):

☐ (A) Lessee Qualifies for Small Issuer Exemption from Arbitrage Rebate. The Lessee hereby certifies and represents that it qualifies for the exception contained in Section 148(f)(4)(D) of the Code from the requirement to rebate arbitrage earnings from investment of proceeds of the Advances made under this Lease (the "Rebate Exemption") as follows:

(1) The Lessee has general taxing powers.

(2) Neither this Lease, any Advances to be made hereunder, nor any portion thereof are private activity bonds as defined in Section 141 of the Code ("Private Activity Bonds").

(3) Ninety-five percent (95%) or more of the net proceeds of the Advances to be made hereunder are to be used for local government activities of the Lessee (or of a governmental unit, the jurisdiction of which is entirely within the jurisdiction of the Lessee).

(4) Neither the Lessee nor any aggregated issuer has issued or is reasonably expected to issue any tax-exempt obligations other than Private Activity Bonds (as those terms are used in Section 148(f)(4)(D) of the Code) during the current calendar year, including the Advances to be made hereunder, which in the aggregate would exceed $5,000,000 in face amount, or $15,000,000 in face amount for such portions, if any, of any tax-exempt obligations of the Lessee and any aggregated issuer as are attributable to

construction of public school facilities within the meaning of Section 148(f)(4)(D)(vii) of the Code.

For purposes of this Section, "aggregated issuer" means any entity which (a) issues obligations on behalf of the Lessee, (b) derives its issuing authority from the Lessee, or (c) is subject to substantial control by the Lessee.

The Lessee hereby certifies and represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D)(i)(IV) of the Code.

Accordingly, the Lessee will qualify for the Rebate Exemption granted to governmental units issuing less than $5,000,000 under Section 148(f)(4)(D) of the Code ($15,000,000 for the financing of public school facilities construction as described above), and the Lessee shall be treated as meeting the requirements of Paragraphs (2) and (3) of Section 148(f) of the Code relating to the required rebate of arbitrage earnings to the United States with respect to this Lease and the Advances to be made hereunder.

- or -

☐ (B) Lessee Will Keep Records of and Will Rebate Arbitrage. The Lessee does not qualify for the small issuer Rebate Exemption described above, and the Lessee hereby certifies and covenants that it will account for, keep the appropriate records of, and pay to the United States, the rebate amount, if any, earned from the investment of gross proceeds of this Lease and the Advances to be made hereunder, at the times, in the amounts, and in the manner prescribed in Section 148(f) of the Code and the applicable Regulations promulgated with respect thereto.

SECTION 2.2 Representations, Covenants and Warranties of the Bank. The Bank is a corporation organized, existing and in good standing under and by virtue of the laws of the State of Utah, has the power to enter into this Lease, is possessed of full power to own and hold real and personal property, and to lease and sell the same, and has duly authorized the execution and delivery of this Lease. This Lease constitutes the legal, valid and binding obligation of the Bank, enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles affecting the rights of creditors generally.

ARTICLE III

AGREEMENT TO LEASE; TERM OF LEASE; LEASE PAYMENTS

SECTION 3.1 Lease. The Bank hereby leases the Leased Property to the Lessee, and the Lessee hereby leases the Leased Property from the Bank, upon the terms and conditions set forth herein.

Concurrently with its execution of this Lease, the Lessee shall deliver to the Bank fully completed documents substantially in the forms attached hereto as Exhibits B, C, D, E and F hereto. Prior to the Bank making the final Advance hereunder, Lessee shall provide the Bank an executed copy of the Delivery and Acceptance Certificate found in Exhibit F.

SECTION 3.2 Term. The Term of this Lease shall commence on the date of execution of this Lease, including delivery to the Bank by the Lessee of fully completed documents in the forms set forth in Exhibits B, C, D, E and F attached hereto, and continue until the end of the fiscal year of Lessee in effect at the Commencement Date (the "Original Term"). Thereafter, this Lease will be extended for 4 successive additional periods of one year coextensive with Lessee's fiscal year, except for the last such period which may be less than a full fiscal year, (each, a "Renewal Term") subject to an Event of Nonappropriation as described herein below in this Section 3.2 and in Section 3.3(a), with the final Renewal Term ending on September 30, 2030, unless this Lease is terminated as hereinafter provided. The Original Term together with all scheduled Renewal Terms shall be referred to herein as the "Scheduled Term" irrespective of whether this Lease is terminated for any reason prior to the scheduled commencement or termination of any Renewal Term as provided herein.

If Lessee does not appropriate funds for the payment of Lease Payments due for any Renewal Term in the adopted budget of the Lessee for the applicable fiscal year (an "Event of Nonappropriation"), this Lease will terminate upon the expiration of the Original or Renewal Term then in effect and Lessee shall notify Bank of such termination at least ten (10) days prior to the expiration of the Original or Renewal Term then in effect.

SECTION 3.3 Termination. This Lease will terminate upon the earliest of any of the following events:

(a) upon the expiration of the Original Term or any Renewal Term of this Lease following an Event of Nonappropriation;

(b) the exercise by Lessee of any option to purchase granted in this Lease by which Lessee purchases all of the Leased Property;

(c) a default by Lessee and Bank's election to terminate this Lease under Article VII herein; or

(d) the expiration of the Scheduled Term of this Lease, the Lessee having made payment of all Lease Payments accrued to such date.

SECTION 3.4 Lease Payments.

(a) Time and Amount. During the Term of this Lease and so long as this Lease has not terminated pursuant to Section 3.3, the Lessee agrees to pay to the Bank, its successors and assigns, as annual rental for the use and possession of the Leased Property, the Lease Payments (denominated into components of principal and interest) in the amounts specified in Exhibit A, to be due and payable in arrears on each payment date identified in Exhibit A (or if such day is not a Business Day, the next succeeding Business Day) specified in Exhibit A (the "Lease Payment Date").

(b) Rate on Overdue Payments. In the event the Lessee should fail to make any of the Lease Payments required in this Section, the Lease Payment in default shall continue as an obligation of the Lessee until the amount in default shall have been fully paid, and the Lessee agrees to pay the same with interest thereon, to the extent permitted by law, from the date such amount was originally payable at the rate equal to the original interest rate payable with respect to such Lease Payments.

(c) Additional Payments. Any additional payments required to be made by the Lessee hereunder, including but not limited to Sections 4.1, 5.3, and 7.4 of this Lease, shall constitute additional rental for the Leased Property.

SECTION 3.5 Possession of Leased Property Upon Termination. Upon termination of this Lease pursuant to Sections 3.3(a), or (c), the Lessee shall transfer the Leased Property to the Bank in such manner as may be specified by the Bank, and the Bank shall have the right to take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property, and the Lessee at the Bank's direction shall ship the Leased Property to the destination designated by the Bank by loading the Leased Property at the Lessee's cost and expense, on board such carrier as the Bank shall specify.

SECTION 3.6 No Withholding. Notwithstanding any dispute between the Bank and the Lessee, in connection with this Lease or otherwise, including a dispute as to the failure of any portion of the Leased Property in use by or possession of the Lessee to perform the task for which it is leased, the Lessee shall make all Lease Payments when due and shall not withhold any Lease Payments pending the final resolution of such dispute.

SECTION 3.7 Lease Payments to Constitute a Current Obligation of the Lessee. Notwithstanding any other provision of this Lease, the Lessee and the Bank acknowledge and agree that the obligation of the Lessee to pay Lease Payments hereunder constitutes a current special obligation of the Lessee payable exclusively from current and legally available funds and shall not in any way be construed to be an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or requirement applicable to the Lessee concerning the creation of indebtedness. The Lessee has not hereby pledged the general tax revenues or credit of the Lessee to the payment of the Lease Payments, or the interest thereon, nor shall this Lease obligate the Lessee to apply money of the Lessee to the payment of Lease Payments beyond the then current Original Term or Renewal Term, as the case may be, or any interest thereon.

SECTION 3.8 Net Lease. This Lease shall be deemed and construed to be a "net-net-net lease" and the Lessee hereby agrees that the Lease Payments shall be an absolute net return to the Bank, free and clear of any expenses, charges or set-offs whatsoever, except as expressly provided herein.

SECTION 3.9 Offset. Lease Payments or other sums payable by Lessee pursuant to this Lease shall not be subject to set-off, deduction, counterclaim or abatement and Lessee shall not be entitled to any credit against such Lease Payments or other sums for any reason whatsoever, including, but not limited to: (i) any accident or unforeseen circumstances; (ii) any damage or destruction of the Leased Property or any part thereof; (iii) any restriction or interference with Lessee's use of the Leased Property; (iv) any defects, breakdowns, malfunctions, or unsuitability of the Leased Property or any part thereof; or (v) any dispute between the Lessee and the Bank, any vendor or manufacturer of any part of the Leased Property, or any other person.

ARTICLE IV

INSURANCE

SECTION 4.1 Insurance. Lessee, at Bank's option, will either self-insure, or at Lessee's cost, will cause casualty insurance and property damage insurance to be carried and maintained on the Leased Property, with all such coverages to be in such amounts sufficient to cover the value of the Leased Property at the commencement of this Lease (as determined by the purchase price paid for the Leased Property), and public liability insurance with respect to the Leased Property in the amounts required by law, but in no event with a policy limit less than $1,000,000 per occurrence. All insurance shall be written in such forms, to cover such risks, and with such insurers, as are customary for public entities such as the Lessee. A combination of self-insurance and policies of insurance may be utilized. If policies of insurance are obtained, Lessee will cause Bank to be a loss payee as its interest under this Lease may appear on such property damage insurance policies, and an additional insured on a primary and noncontributory basis on such public liability insurance in an amount equal to or exceeding the minimum limit stated herein. Subject to Section 4.2, insurance proceeds from insurance policies or budgeted amounts from self-insurance as relating to casualty and property damage losses will, to the extent permitted by law, be payable to Bank in an amount equal to the then outstanding principal and accrued interest components of the Lease Payments at the time of such damage or destruction as provided by Section 8.1. Lessee will deliver to Bank the policies or evidences of insurance or self-insurance satisfactory to Bank, together with receipts for the applicable premiums before the Leased Property is delivered to Lessee and at least thirty (30) days before the expiration of any such policies. By endorsement upon the policy or by independent instrument furnished to Bank, such insurer will agree that it will give Bank at least thirty (30) days' written notice prior to cancellation or alteration of the policy. Lessee will carry workers compensation insurance covering all employees working on, in, or about the Leased Property, and will require any other person or entity working on, in, or about the Leased Property to carry such coverage, and will furnish to Bank certificates evidencing such coverages throughout the Term of this Lease.

SECTION 4.2 Damage to or Destruction of the Leased Property. If all or any part of the Leased Property is lost, stolen, destroyed, or damaged, Lessee will give Bank prompt notice of such event and will, to the extent permitted by law, repair or replace the same at Lessee's cost. If such lost, stolen, destroyed or damaged Leased Property is equipment, it shall be repaired or replaced within thirty (30) days after such event. If such lost, stolen, destroyed or damaged Leased Property is other than equipment, it shall be repaired or replaced within one hundred eighty (180) days after such event. Any replaced Leased Property will be substituted in this Lease by appropriate endorsement. All insurance proceeds received by Bank under the policies required under Section 4.1 with respect to the Leased Property lost, stolen, destroyed, or damaged, will be paid to Lessee if the Leased Property is repaired or replaced by Lessee as required by this Section. If Lessee fails or refuses to make the required repairs or replacement, such proceeds will be paid to Bank to the extent of the then remaining portion of the Lease Payments to become due during the Scheduled Term of this Lease less that portion of such Lease Payments attributable to interest which will not then have accrued as provided in Section 8.1. No loss, theft, destruction, or damage to the Leased Property will impose any obligation on Bank under this Lease, and this Lease will continue in full force and effect regardless of such loss, theft, destruction, or damage. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss, theft, destruction, or damage to the Leased Property and for injuries or deaths of persons and damage to property however arising, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such damage to property be to Lessee's property or to the property of others.

ARTICLE V

COVENANTS

SECTION 5.1 Use of the Leased Property. The Lessee represents and warrants that it has an immediate and essential need for the Leased Property to carry out and give effect to the public purposes of the Lessee, which need is not temporary or expected to diminish in the foreseeable future, and that it expects to make immediate use of all of the Leased Property.

The Lessee hereby covenants that it will install, use, operate, maintain, and service the Leased Property in accordance with all vendors' instructions and in such a manner as to preserve all warranties and guarantees with respect to the Leased Property.

The Lessor hereby assigns to the Lessee, without recourse, for the Term of this Lease, all manufacturer warranties and guaranties, express or implied, pertinent to the Leased Property, and the Lessor directs the Lessee to obtain the customary services furnished in connection with such warranties and guaranties at the Lessee's expense; provided, however, that the Lessee hereby agrees that it will reassign to the Lessor all such warranties and guaranties in the event of termination of this Lease pursuant to Sections 3.3(a) or 3.3(c).

SECTION 5.2 Interest in the Leased Property and this Lease. Upon expiration of the Term as provided in Section 3.3(b) or 3.3(d) hereof, all right, title and interest of the Bank in and to all of the Leased Property shall be transferred to and vest in the Lessee, without the necessity of any additional document of transfer.

SECTION 5.3 Maintenance, Utilities, Taxes and Assessments.

(a) Maintenance; Repair and Replacement. Throughout the Term of this Lease, as part of the consideration for the rental of the Leased Property, all repair and maintenance of the Leased Property shall be the responsibility of the Lessee, and the Lessee shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Leased Property excepting ordinary wear and tear, and the Lessee hereby covenants and agrees that it will comply with all vendors' and manufacturers' maintenance and warranty requirements pertaining to the Leased Property. In exchange for the Lease Payments herein provided, the Bank agrees to provide only the Leased Property, as hereinbefore more specifically set forth.

(b) Tax and Assessments; Utility Charges. The Lessee shall also pay or cause to be paid all taxes and assessments, including but not limited to utility charges, of any type or nature charged to the Lessee or levied, assessed or charged against any portion of the Leased Property or the respective interests or estates therein; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due.

(c) Contests. The Lessee may, at its expense and in its name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom; provided that prior to such nonpayment it shall furnish the Bank with the opinion of an independent counsel acceptable to the Bank to the effect that, by nonpayment of any such items, the interest of the Bank in such portion of the Leased Property will not be materially endangered and that the Leased Property will not be subject to loss or forfeiture. Otherwise, the Lessee shall promptly pay such taxes, assessments or charges or make provisions for the payment thereof in form satisfactory to the Bank.

SECTION 5.4 Modification of the Leased Property.

(a) Additions, Modifications and Improvements. The Lessee shall, at its own expense, have the right to make additions, modifications, and improvements to any portion of the Leased Property if such improvements are necessary or beneficial for the use of such portion of the Leased Property. All such additions, modifications and improvements shall thereafter comprise part of the Leased Property and be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage any portion of the Leased Property or cause it to be used for purposes other than those authorized under the provisions of State and federal law or in any way which would impair the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments; and the Leased Property, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Leased Property immediately prior to the making of such additions, modifications and improvements.

(b) No Liens. Except for Permitted Encumbrances, the Lessee will not permit (i) any liens or encumbrances to be established or remain against the Leased Property or (ii) any mechanic's or other lien to be established or remain against the Leased Property for labor or materials furnished in connection with any additions, modifications or improvements made by the Lessee pursuant to this

Section; provided that if any such mechanic's lien is established and the Lessee shall first notify or cause to be notified the Bank of the Lessee's intention to do so, the Lessee may in good faith contest any lien filed or established against the Leased Property, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom and shall provide the Bank with full security against any loss or forfeiture which might arise from the nonpayment of any such item, in form satisfactory to the Bank. The Bank will cooperate fully in any such contest.

SECTION 5.5 Permits. The Lessee will provide all permits and licenses necessary for the ownership, possession, operation, and use of the Leased Property, and will comply with all laws, rules, regulations, and ordinances applicable to such ownership, possession, operation, and use. If compliance with any law, rule, regulation, ordinance, permit, or license requires changes or additions to be made to the Leased Property, such changes or additions will be made by the Lessee at its own expense.

SECTION 5.6 Bank's Right to Perform for Lessee. If the Lessee fails to make any payment or to satisfy any representation, covenant, warranty, or obligation contained herein or imposed hereby, the Bank may (but need not) make such payment or satisfy such representation, covenant, warranty, or obligation, and the amount of such payment and the expense of any such action incurred by the Bank, as the case may be, will be deemed to be additional rent payable by the Lessee on the Bank's demand.

SECTION 5.7 Bank's Disclaimer of Warranties. The Bank has played no part in the selection of the Leased Property, the Lessee having selected the Leased Property independently from the Bank. The Bank, at the Lessee's request, has acquired or arranged for the acquisition of the Leased Property and shall lease the same to the Lessee as herein provided, the Bank's only role being the facilitation of the financing of the Leased Property for the Lessee. THE BANK MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, QUALITY, DURABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE LEASED PROPERTY, OR ANY PORTION THEREOF. THE LESSEE ACKNOWLEDGES THAT THE BANK IS NOT A MANUFACTURER OR VENDOR OF ALL OR ANY PORTION OF THE LEASED PROPERTY, AND THAT THE LESSEE IS LEASING THE LEASED PROPERTY AS IS. In no event shall the Bank be liable for incidental, direct, indirect, special or consequential damages, in connection with or arising out of this Lease, for the existence, furnishing, functioning or Lessee's use and possession of the Leased Property.

SECTION 5.8 Indemnification. To the extent permitted by applicable law, the Lessee hereby agrees to indemnify and hold harmless the Bank, its directors, officers, shareholders, employees, agents, and successors from and against any loss, claim, damage, expense, and liability resulting from or attributable to the acquisition, construction, or use of the Leased Property. Notwithstanding the foregoing, the Bank shall not be indemnified for any liability resulting from the gross negligence or willful misconduct of the Bank.

SECTION 5.9 Inclusion for Consideration as Budget Item. During the Term of this Lease, the Lessee covenants and agrees that it shall give due consideration, in accordance with applicable law, as an item for expenditure during its annual budget considerations, of an amount necessary to pay Lease Payments for the Leased Property during the next succeeding Renewal Term. Nothing herein shall be construed to direct or require that Lessee take or direct that any legislative act be done, or that the Governing Body of Lessee improperly or unlawfully delegate any of its legislative authority.

SECTION 5.10 Annual Financial Information. During the Term of this Lease, the Lessee covenants and agrees to provide the Bank as soon as practicable when they are available: (i) a copy of the Lessee's final annual budget for each fiscal year; (ii) a copy of the Lessee's most recent financial statements; and (iii) any other financial reports the Bank may request from time to time.

ARTICLE VI

ASSIGNMENT AND SUBLEASING

SECTION 6.1 Assignment by the Bank. The parties hereto agree that all rights of Bank hereunder may be assigned, transferred or otherwise disposed of, either in whole or in part, including without limitation transfer to a trustee pursuant to a trust arrangement under which the trustee issues certificates of participation evidencing undivided interests in this Lease and/or the rights to receive Lease Payments hereunder, provided that notice of any such assignment, transfer or other disposition is given to Lessee.

SECTION 6.2 Assignment and Subleasing by the Lessee. The Lessee may not assign this Lease or sublease all or any portion of the Leased Property unless both of the following shall have occurred: (i) the Bank shall have consented to such assignment or sublease; and (ii) the Bank shall have received assurance acceptable to the Bank that such assignment or sublease: (A) is authorized under applicable state law, (B) will not adversely affect the validity of this Lease, and (C) will not adversely affect the exclusion from gross income for federal income tax purposes of the interest components of the Lease Payments.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

SECTION 7.1 Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, any one or more of the following events:

(a) Payment Default. Failure by the Lessee to pay any Lease Payment required to be paid hereunder by the corresponding Lease Payment Date.

(b) Covenant Default. Failure by the Lessee to observe and perform any warranty, covenant, condition or agreement on its part to be observed or performed herein or otherwise with respect hereto other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the Lessee by the Bank; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Bank shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

(c) Bankruptcy or Insolvency. The filing by the Lessee of a case in bankruptcy, or the subjection of any right or interest of the Lessee under this Lease to any execution, garnishment or attachment, or adjudication of the Lessee as a bankrupt, or assignment by the Lessee for the benefit of creditors, or the entry by the Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Lessee in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar act which may hereafter be enacted.

The foregoing provisions of this Section 7.1 are subject to the provisions of Section 3.2 hereof with respect to nonappropriation.

SECTION 7.2 Remedies on Default. Whenever any event of default referred to in Section 7.1 hereof shall have happened and be continuing, the Bank shall have the right, at its sole option without any further demand or notice to take one or any combination of the following remedial steps:

(a) take possession of the Leased Property by virtue of the Bank's ownership interest as lessor of the Leased Property;

(b) hold the Lessee liable for the difference between (i) the rents and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term, as appropriate, and (ii) the rent paid by a lessee of the Leased Property pursuant to such lease; and

(c) take whatever action at law or in equity may appear necessary or desirable to enforce its right hereunder.

SECTION 7.3 No Remedy Exclusive. No remedy conferred herein upon or reserved to the Bank is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

SECTION 7.4 Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party contained herein, the defaulting party agrees that it will pay on demand to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

SECTION 7.5 Waiver of Certain Damages. With respect to all of the remedies provided for in this Article VII, the Lessee hereby waives any damages occasioned by the Bank's repossession of the Leased Property upon an event of default.

ARTICLE VIII

PREPAYMENT OF LEASE PAYMENTS IN PART

SECTION 8.1 Extraordinary Prepayment From Net Proceeds. To the extent, if any, required pursuant to Section 4.1 the Lessee shall be obligated to purchase the Leased Property by prepaying the Lease Payments in whole or in part on any date, from and to the extent of any Net Proceeds or other moneys pursuant to Article IV hereof. The Lessee and the Bank hereby agree that in the case of such prepayment of the Lease Payments in part, such Net Proceeds or other moneys shall be credited toward the Lessee's obligations hereunder pro rata among Lease Payments so that following prepayment, the remaining annual Lease Payments will be proportional to the initial annual Lease Payments.

SECTION 8.2 Option to Purchase Leased Property. Subject to the terms and conditions of this Section, the Bank hereby grants an option to the Lessee to purchase all or a portion of the Leased Property by paying on any date a price equal to the portion of the outstanding principal component of the Lease Payments that is allocable to such portion of the Leased Property that is being so purchased, without premium, plus the accrued interest component of such portion of the Lease Payments to such payment date. To exercise this option, the Lessee must deliver to the Bank written notice specifying the date on which the

Leased Property is to be purchased (the "Closing Date"), which notice must be delivered to the Bank at least thirty (30) days prior to the Closing Date specified therein. The Lessee may purchase the Leased Property pursuant to the option granted in this Section only if the Lessee has made all Lease Payments when due (or has remedied any defaults in the payment of Lease Payments, in accordance with the provisions of this Lease) and all other warranties, representations, covenants, and obligations of the Lessee under this Lease have been satisfied (or all breaches thereof have been waived by the Bank in writing).

Upon the expiration of the Scheduled Term of this Lease and provided that all conditions of the immediately preceding paragraph have been satisfied (except those pertaining to notice), the Lessee shall be deemed to have purchased the Leased Property (without the need for payment of additional moneys) and shall be vested with all rights and title to the Leased Property.

ARTICLE IX

MISCELLANEOUS

SECTION 9.1 Notices. Unless otherwise specifically provided herein, all notices shall be in writing addressed to the respective party as set forth below (or to such other address as the party to whom such notice is intended shall have previously designated by written notice to the serving party), and may be personally served, telecopied, or sent by overnight courier service or United States mail:

If to Bank:

ZMFU II, INC.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133
Attention: Olivia Martinez

If to the Lessee:

Syracuse City
1979 West 1900 South
Syracuse, UT 84075
Attention: Stephen Marshall

Such notices shall be deemed to have been given: (a) if delivered in person, when delivered; (b) if delivered by telecopy, on the date of transmission if transmitted by 4:00 p.m. (Salt Lake City time) on a Business Day or, if not, on the next succeeding Business Day; (c) if delivered by overnight courier, two Business Days after delivery to such courier properly addressed; or (d) if by United States mail, four Business Days after depositing in the United States mail, postage prepaid and properly addressed.

SECTION 9.2 System of Registration. The Lessee shall be the Registrar for this Lease and the rights to payments hereunder. The Bank shall be the initial Registered Owner of rights to receive payments hereunder. If the Bank transfers its rights to receive payments hereunder, the Registrar shall note on this Lease the name and address of the transferee.

SECTION 9.3 Instruments of Further Assurance. To the extent, if any, that the Bank's interest in the Leased Property as Lessor under this Lease is deemed to be a security interest in the Leased Property, then the Lessee shall be deemed to have granted, and in such event the Lessee does hereby grant, a security interest in the Leased Property to the Bank, which security interest includes proceeds, and this Lease shall constitute a security agreement under applicable law. Concurrently with the execution of this Lease, the Lessee has executed, delivered, and filed and/or recorded all financing statements, UCC forms, mortgages, deeds of trust, notices, filings, and/or other instruments, in form required for filing and/or recording thereof, as are required under applicable law to fully perfect such security interest of the Bank in the Leased Property (collectively, "Security Documents"). Attached hereto as Exhibit E are copies of all such Security Documents. The Lessee will do, execute, acknowledge, deliver and record, or cause to be done, executed, acknowledged, delivered and recorded, such additional acts, notices, filings and instruments as the Bank may require in its sole discretion to evidence, reflect and perfect the title, ownership, leasehold interest, security interest and/or other interest of the Bank in and to any part or all of the Leased Property, promptly upon the request of the Bank.

SECTION 9.4 Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the Bank and the Lessee and their respective successors and assigns.

SECTION 9.5 Amendments. This Lease may be amended or modified only upon the written agreement of both the Bank and the Lessee.

SECTION 9.6 Section Headings. Section headings are for reference only and shall not be used to interpret this Lease.

SECTION 9.7 Severability. In the event any provision of this Lease shall be held invalid or unenforceable by a court of competent jurisdiction, to the extent permitted by law, such holding shall not invalidate or render unenforceable any other provision hereof.

SECTION 9.8 Entire Agreement. This Lease and the attached Exhibits constitute the entire agreement between the Bank and the Lessee and supersedes any prior agreement between the Bank and the Lessee with respect to the Leased Property, except as is set forth in an Addendum, if any, which is made a part of this Lease and which is signed by both the Bank and the Lessee.

SECTION 9.9 Execution in Counterparts. This Lease may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 9.10 Arbitration. To the extent permitted by law, any dispute, controversy or claim arising out of or based upon the terms of this Lease or the transactions contemplated hereby shall be settled exclusively and finally by binding arbitration. Upon written demand for arbitration by any party hereto, the parties to the dispute shall confer and attempt in good faith to agree upon one arbitrator. If the parties have not agreed upon an arbitrator within thirty (30) days after receipt of such written demand, each party to the dispute shall appoint one arbitrator and those two arbitrators shall agree upon a third arbitrator. Any arbitrator or arbitrators appointed as provided in this section shall be selected from panels maintained by, and the binding arbitration shall be conducted in accordance with the commercial arbitration rules of, the American Arbitration Association (or any successor organization), and such arbitration shall be binding upon the parties. The arbitrator or arbitrators shall have no power to add or detract from the agreements of the parties and may not make any ruling or award that does not conform to the terms and conditions of this Lease. The arbitrator or arbitrators shall have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Judgment upon an arbitration award may be entered in any court having jurisdiction. The prevailing party in the arbitration proceedings shall be awarded reasonable attorney fees and expert witness costs and expenses.

SECTION 9.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Bank has caused this Lease to be executed in its name by its duly authorized officer, and the Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

ZMFU II, INC., as Lessor

By:____
Authorized Officer

SYRACUSE CITY, as Lessee

By:____

____
Title

EXHIBIT A

FIXED RATE

LEASE PAYMENT DEBT SERVICE SCHEDULE*

1. Interest. Interest components payable on the principal amount outstanding have been computed at the rate of four and fifty-five hundredths' percent (4.55%) per annum calculated based on twelve 30-day months during a 360-day year.

2. Payment Dates and Amounts.

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
09/30/2026	392,727.32	-	-	392,727.32	392,727.32
09/30/2027	328,696.42	4.550%	64,030.91	392,727.33	392,727.33
09/30/2028	343,652.10	4.550%	49,075.22	392,727.32	392,727.32
09/30/2029	359,288.27	4.550%	33,439.05	392,727.32	392,727.32
09/30/2030	375,635.89	4.550%	17,091.43	392,727.32	392,727.32
Total	$1,800,000.00	-	$163,636.61	$1,963,636.61	-

EXHIBIT B

DESCRIPTION OF THE LEASED PROPERTY

(1) Pierce Enforcer Fire Engine equipped with a Paccar MX-13 engine, a 750-gallon water tank, and seating for five personnel.
VIN 4P1BAAGF5TA029991

(2) 2026 Kenworth T480 Chassis for a 3,000-Gallon CJ Water Tender Truck
VIN 1NK5LJ9X5TJ228365

EXHIBIT C

RESOLUTION OF GOVERNING BODY

A resolution approving the form of the Non-BQ Lease/Purchase Agreement with ZMFU II, INC., Salt Lake City, Utah and authorizing the execution and delivery thereof.

Whereas, The City Council (the “Governing Body”) of Syracuse City (the “Lessee”) has determined that the leasing of the property described in the Non-BQ Lease/Purchase Agreement (the “Lease/Purchase Agreement”) presented at this meeting is for a valid public purpose and is essential to the operations of the Lessee; and

Whereas, the Governing Body has reviewed the form of the Lease/Purchase Agreement and has found the terms and conditions thereof acceptable to the Lessee; and

Whereas, either there are no legal bidding requirements under applicable law to arrange for the leasing of such property under the Lease/Purchase Agreement, or the Governing Body has taken the steps necessary to comply with the same with respect to the Lease/Purchase Agreement.

Be it resolved by the Governing Body of Syracuse City as follows:

SECTION 1. The terms of said Lease/Purchase Agreement are in the best interests of the Lessee for the leasing of the property described therein.

SECTION 2. The appropriate officers and officials of the Lessee are hereby authorized and directed to execute and deliver the Lease/Purchase Agreement in substantially the form presented to this meeting and any related documents and certificates necessary to the consummation of the transactions contemplated by the Lease/Purchase Agreement for and on behalf of the Lessee. The officers and officials of the Lessee may make such changes to the Lease/Purchase Agreement and related documents and certificates as such officers and officials deem necessary or desirable, such approval to be conclusively evidenced by the execution and delivery thereof.

SECTION 3. The officers and officials of the Governing Body and the Lessee are hereby authorized and directed to fulfill all obligations under the terms of the Lease/Purchase Agreement.

Adopted and approved this _____ day of September, 2026.

By ____

Print Name_____________________________________

Title ____

Attest:

By ____

Print Name ____________________________________

Title____

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

I, ____________________________ hereby certify that I am the duly qualified and acting ___________________________ of Syracuse City (the “Lessee”).
(Title)

I further certify that the above and foregoing instrument constitutes a true and correct copy of the minutes of a regular meeting of the governing body including a Resolution adopted at said meeting held on September 8, 2026, as said minutes and Resolution are officially of record in my possession, and that a copy of said Resolution was deposited in my office on September 30, 2026.

In witness whereof, I have hereunto set my hand on behalf of the Lessee this ___ day of September, 2026.

By ____

Print Name_______________________________________

Title ____

EXHIBIT D

Opinion of Lessee's Counsel attached

EXHIBIT E

SECURITY DOCUMENTS

[Attach Certificates of Title showing ZMFU II, INC. as the lien holder]

EXHIBIT F

DELIVERY AND ACCEPTANCE CERTIFICATE

To: ZMFU II, INC.
One South Main Street, 17th Floor
Salt Lake City, Utah 84133

Reference is made to the Non-BQ Lease/Purchase Agreement between the undersigned ("Lessee"), and ZMFU II, INC. (the "Bank"), dated September 30, 2026, (the "Lease") and to that part of the Leased Property described therein which comprises personal property (collectively, the "Equipment"). In connection therewith we are pleased to confirm to you the following:

1. All of the Equipment has been delivered to and received by the undersigned; all installation or other work necessary prior to the use thereof has been completed; said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the Lease. Consequently, you are hereby authorized to pay for the Equipment in accordance with the terms of any purchase orders for the same.

2. In the future, in the event the Equipment fails to perform as expected or represented we will continue to honor the Lease in all respects and continue to make our rental and other payments thereunder in the normal course of business and we will look solely to the vendor, distributor or manufacturer for recourse.

3. We acknowledge that the Bank is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

4. The vehicle identification number for each item of Equipment which is set forth on Exhibit "B" to the Lease is correct.

This certificate shall not be considered to alter, construe, or amend the terms of the Lease.

Lessee:

SYRACUSE CITY

By: ___________________________________
(Authorized Signature)

Date: ___________________________________

COUNCIL AGENDA

September 8, 2026

Agenda Item #11 *Consideration for adoption of a resolution of the City Council of Syracuse City, Utah (the "City") authorizing and approving the execution and delivery of a Master Lease Agreement and a Ground Lease Agreement by and between the City and the Municipal Building Authority of Syracuse City, Utah (the "Authority"); authorizing the issuance and sale by the Authority of not more than $11,000,000 aggregate principal amount of Lease Revenue Refunding Bonds; and related matters.*

Factual Summation

- Any questions regarding this item may be directed at Assistant City Manager Stephen Marshall. Please see the attached authorizing resolution.

- The Municipal Building Authority is a separate legal entity from Syracuse City Corporation. It was established in August 2006 to allow the City to streamline the funding and construction of city facilities. The MBA borrows funding, constructs facilities, and leases them to the City. The lease payments made by the City provide the revenue for the MBA to make the debt payments. Eventually the debt will be paid off and the properties will be deeded to the City. The executive board of the MBA is comprised of the Mayor and Council of Syracuse City.

- In November 2023, the MBA issued lease revenue bonds to finance the construction of Fire Station No. 32. The financing was completed through a direct placement with Webster Bank. The bonds carry a fixed interest rate of 4.95% over a 20-year term and mature in November 2043. Under the financing agreement, the bonds are non-callable for the first three years and become callable at par, without penalty, beginning in November 2026.

- If the council decides to approve the refinance of the bonds, it would be for the remaining years of the 2023 MBA bond (2026 to 2043).

- The City's current interest rates is a 4.95% flat rate for the remaining life of the bond. **Rates have been steadily rising since we last discussed this topic in August.** We will provide updated rates during the meeting. There is a real possibility that rates have risen high enough that refinancing at this point may not provide significant savings.

- If this council wants to move forward, we are looking at an 8–10-week timeline to rate the bonds, place them in the market, and close.

- If the council decides to reject the refinance option, we can still approve the parameters resolution and postpone the refinance for up to a year before the parameters resolutions expire.

- Since the MBA and Syracuse City are two separate legal entities, we have two separate resolutions – one for Syracuse City and the other for the MBA. We will hold a special meeting of the MBA to approve the second resolution separately.

Recommendation

Council consider approving resolution for bond allowing the bonds and determine whether to move forward with the refinance or postpone until a future date.

Syracuse, Utah

September 8, 2026

The City Council (the "Council") of Syracuse City, Utah (the "City"), met in regular session at 1979 W. 1900 S., Syracuse, Utah at 6:00 p.m. on September 8, 2026, with the following members present:

Dave Maughan	Mayor
Paul Watson	Council Member (Mayor Pro Tem)
Andrea Brown	Council Member
Brett Cragun	Council Member
Abraham Pollard	Council Member
Julie Robertson	Council Member

Also present:

Brody Bovero	City Manager
Stephen Marshall	Assistant City Manager & Budget Officer
Cassie Brown	City Recorder

Absent:

The meeting was duly called to order and a Certificate of Compliance with Open Meeting Law with respect to this September 8, 2026 meeting was presented to the Council, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the City. The resolution is as follows:

RESOLUTION NO. R26-36

A RESOLUTION OF THE CITY COUNCIL OF SYRACUSE CITY, UTAH (THE "CITY") AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY OF A MASTER LEASE AGREEMENT AND A GROUND LEASE AGREEMENT BY AND BETWEEN THE CITY AND THE MUNICIPAL BUILDING AUTHORITY OF SYRACUSE CITY, UTAH; AUTHORIZING THE ISSUANCE AND SALE BY THE AUTHORITY OF ITS LEASE REVENUE REFUNDING BONDS, SERIES 2026, IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN $11,000,000; AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY BY THE AUTHORITY OF A SUPPLEMENTAL INDENTURE OF TRUST, A BOND PURCHASE CONTRACT, CERTAIN SECURITY DOCUMENTS, AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING AND APPROVING THE DISTRIBUTION AND USE OF A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING AND APPROVING A CONTINUING DISCLOSURE UNDERTAKING; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTION CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of Syracuse City, Utah (the "City") has previously authorized and directed the creation of the Municipal Building Authority of Syracuse City, Utah (the "Authority"); and

WHEREAS, pursuant to the direction of the City, the Authority has been duly and regularly created, established and is organized and existing as a nonprofit corporation under and by virtue of the provisions of the Constitution and laws of the State of Utah, including, in particular, the provisions of the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Building Authority Act"); and

WHEREAS, the office of Vice President of the Authority is currently vacant due to an expiration of the prior Vice President's designated term; and

WHEREAS, pursuant to the Articles of Incorporation (the "Articles") and the Bylaws (the "Bylaws") of the Authority (collectively, the "Governing Documents"), the Authority is required to maintain certain officers (including a Vice-President) and the Council has the authority to fill vacancies in such offices and elect officers as necessary or appropriate for the conduct of the Authority's purposes; and

WHEREAS, the Council has determined that it is in the best interests of the Authority and is required by the Governing Documents to fill the vacancy in the office of Vice President; and

WHEREAS, the Council desires to appoint the Mayor Pro Tem to serve as Vice President of the Authority effective as of September 8, 2026 for the term which such office is established or until such officers successor is elected or appointed, or until such officers earlier resignation or removal all in accordance with the Governing Documents; and

WHEREAS, the Authority has previously issued its Lease Revenue Bonds, Series 2023 (the "Refunded Bonds") which were previously issued to finance the acquisition and construction of, and furnishing and equipping of improvements to, a new fire station and related improvements (the "Prior Project"); and

WHEREAS, pursuant to the provisions of the Building Authority Act and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (together, the "Act"), and under the direction of the City, the Governing Board of the Authority (the "Governing Board") has the authority to issue the Authority's Lease Revenue Refunding Bonds, Series 2026 (the "Series 2026 Bonds") (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Authority) in an aggregate principal amount of not to exceed $11,000,000 to (a) refund the Refunded Bonds and (b) pay costs associated with the issuance of the Series 2026 Bonds; and

WHEREAS, the City considers it desirable and beneficial to refund the Refunded Bonds in order to achieve a debt service savings; and

WHEREAS, the Authority proposes to finance the costs associated with the refunding of the Refunded Bonds and the paying of costs of issuance by means of issuance of the Series 2026 Bonds to be issued pursuant to a General Indenture of Trust dated as of November 1, 2023, as previously amended and supplemented (the "General Indenture"), and as further amended and supplemented by a Second Supplemental Indenture of Trust (the "Second Supplemental Indenture" and together with the General Indenture, the "Indenture"), each by and between the Authority and a trustee, substantially in the forms presented to the Council at this meeting and are attached hereto as Exhibit B; and

WHEREAS, it is anticipated that the City will be the owner of a fee simple interest or have a leasehold interest to the site on which the Prior Project may be located and the City desires to lease such property to the Authority pursuant to the terms and provisions of a Ground Lease Agreement (the "Ground Lease"), in substantially the form presented to the Council at this meeting and attached hereto as Exhibit C and herein authorized and approved; and

WHEREAS, the Prior Project is to be leased to the City, on an annually renewable basis, by the Authority pursuant to the terms and provisions of a Master Lease Agreement dated as of November 1, 2023 (the "Master Lease"), as further amended and supplemented by a First Amendment to Master Lease Agreement (the "First Amendment to Master Lease" and together with the Master Lease, the "Lease") each by and between the Authority and the City, in substantially the form presented to the Council at this meeting and attached hereto as Exhibit D; and

WHEREAS, to further secure its payment obligations under the Indenture, the Authority proposes to grant a lien on and security interest in the Prior Project pursuant to the following: (i) a First Supplement to Leasehold Deed of Trust, Assignment of Rents and Security Agreement and (ii) a First Amendment to Assignment of Ground Lease Agreement as may be required in substantially the forms presented to this meeting and attached hereto as Exhibit E (collectively the "Security Documents"); and

WHEREAS, the Authority by its Resolution dated the date hereof (the "Authority Resolution") has or is expected to authorize, approve and direct (i) the execution of the Indenture, the Ground Lease, the Lease, and the Security Documents; (ii) the issuance of the Series 2026 Bonds; and (iii) the financing of the Prior Project; and

WHEREAS, there has been presented to the Council at this meeting a form of a Bond Purchase Contract (the "Bond Purchase Contract") to be entered into among the Authority, the City and a purchaser/underwriter selected by the Authority for the Series 2026 Bonds (the "Purchaser/Underwriter"), in substantially the form attached hereto as Exhibit F, in the event that the Series 2026 Bonds are not sold pursuant to a public bid with an official notice of bond sale or similar document; and

WHEREAS, in connection with the issuance of the Series 2026 Bonds, the City desires to authorize the use and distribution of a Preliminary Official Statement (the "Preliminary Official Statement") in substantially the form attached hereto as Exhibit G, and to approve a final Official Statement (the "Official Statement") in substantially the form as the Preliminary Official Statement, and other documents relating thereto, and further desires to authorize the execution of a Continuing Disclosure Undertaking in substantially the form attached to the Preliminary Official Statement; and; and

WHEREAS, the Authority may not exercise any of its powers without prior authorization by the City, and therefore it is necessary that the City authorize certain actions by the Authority in connection with the transactions contemplated hereby in connection with the issuance of the Series 2026 Bonds; and

WHEREAS, the City desires to improve and promote the local health and general welfare of the citizens of the City by entering into the documents and taking the actions described above; and

WHEREAS, the City desires to (i) approve and direct the execution of the Ground Lease, the Bond Purchase Contract, and the Lease by the City; (ii) authorize the issuance of the Series 2026 Bonds and the financing of the Prior Project by the Authority; (iii) authorize the execution of the Ground Lease, the Lease, the Indenture, the Bond Purchase Contract, and the Security Documents by the Authority; and (iv) authorize certain other acts to be taken by the Authority in connection therewith.

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

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the City and by the officers of the Authority directed toward the issuance of the Series 2026 Bonds and the financing of the Prior Project are hereby ratified, approved and confirmed.

Section 2. The Council hereby appoints the Mayor Pro Tem as Vice President of the Authority, effective as of September 8, 2026 , to serve in such capacity in accordance with the Authority's Governing Documents and applicable law.

Section 3. The City hereby finds and determines, pursuant to the Constitution and laws of the State of Utah, that the leasing of the Prior Project under the terms and provisions and for the purposes set forth in the Lease and the other documents, instruments and conveyances hereinafter approved and authorized, is necessary, convenient and in furtherance of the governmental and proprietary purposes of the City and is in the best interest of the citizens of the City, and the City hereby authorizes, approves and directs the issuance and sale of the Series 2026 Bonds by the Authority in accordance with the provisions of the Indenture and the leasing of the Prior Project in the manner provided in the Lease and the Ground Lease.

Section 4. The Ground Lease, the Lease, the Indenture, the Security Documents and the Bond Purchase Contract, in substantially the respective forms presented to the Council at this meeting and attached hereto as exhibits, are in all respects approved, authorized, and confirmed, and the Mayor or the Mayor Pro Tem, in the absence of the Mayor is authorized to approve the final terms thereof and to execute and deliver the Ground Lease, the Lease and the Bond Purchase Contract in the forms and with substantially the same content as attached hereto for and on behalf of the City with final terms as may be established for the Series 2026 Bonds by the City and with such alterations, changes or additions as may be necessary or as may be authorized herein. When authorized by the Governing Board of the Authority, the City hereby approves and authorizes the execution and delivery of the Bond Purchase Contract, the Lease, the Indenture, the Security Documents and the Ground Lease, by the Authority in substantially the forms presented to the Council at this meeting and attached hereto as exhibits for and on behalf of the Authority.

Section 5. The Council hereby authorizes the refunding of the Refunded Bonds and the delegation by the Authority, to certain officers of the Authority, the ability to set the final terms of the Series 2026 Bonds within the parameters established by the Authority in the Authority Resolution, which parameters are as follows: maximum aggregate principal amount shall not exceed Eleven Million Dollars ($11,000,000); the maximum interest rate shall not exceed five and one half percent (5.50%) per annum; the maximum maturity shall not exceed seventeen (17) years from the dated date of the Series 2026 Bonds; and the maximum discount from par at which the Series 2026 Bonds may be sold shall not exceed two percent (2.00%).

Section 6. Should the Authority determine to have the Series 2026 Bonds publicly sold, the Council hereby authorizes the distribution and use of the Preliminary Official Statement, in the form attached hereto as Exhibit G, in the marketing of the Series 2026 Bonds and hereby approves the distribution and use of the Official Statement in substantially the same form as the Preliminary Official Statement. The Council further authorizes the Mayor and the City Recorder to execute a Continuing Disclosure Undertaking in substantially the form attached to the Preliminary Official Statement.

Section 7. For the purpose of providing funds to (a) refund the Refunded Bonds and (b) pay costs associated with the issuance of the Series 2026 Bonds and for such other purposes as may be authorized under the Indenture, the Authority shall issue the Series 2026 Bonds which shall be designated the "Municipal Building Authority of Syracuse City, Utah Lease Revenue Refunding Bonds, Series 2026" (to be issued in one or more series and with such other series or title designation(s) as may be determined by the Authority, provided that the terms of the Series 2026 Bonds shall not exceed the parameters referenced in Section 4 herein). The Series 2026

Bonds shall be dated, shall bear interest, and shall mature as set forth in the Second Supplemental Indenture.

Section 8. The Authority is authorized to issue and sell the Series 2026 Bonds to the Purchaser/Underwriter thereof pursuant to the terms of the Bond Purchase Contract in the aggregate principal amount of not to exceed $11,000,000 and at the purchase price set forth therein or pursuant to a public bidding process. The Series 2026 Bonds shall be dated as of their date of delivery, shall bear interest, and mature as set forth in the Second Supplemental Indenture.

Section 9. The form, terms, and provisions of the Series 2026 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Chair/President of the Authority, including any authorized official acting in the Chair/President's place, is hereby authorized to execute the Series 2026 Bonds, to place thereon the seal of the Authority and to deliver the Series 2026 Bonds to the Purchaser/Underwriter. The Secretary-Treasurer of the Authority is authorized to attest to the signature of the Chair/President and affix the seal of the Authority to the Series 2026 Bonds and to authenticate the Series 2026 Bonds. The signatures of the Chair/President and of the Secretary-Treasurer may be by facsimile or manual execution.

Section 10. The appropriate officers of the City and the Authority are authorized to take all actions necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby and are authorized to take all actions necessary in conformity with the Act and the Articles to finance the Prior Project, and to lease the Prior Project pursuant to the Lease, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Indenture and the sale and delivery of the Series 2026 Bonds.

Section 11. Upon their issuance, the Series 2026 Bonds will constitute special limited obligations of the Authority payable solely from and to the extent of the sources set forth in the Series 2026 Bonds, the Indenture and the Security Documents. No provision of this Resolution, the Lease, the Ground Lease, the Indenture, the Series 2026 Bonds, the Bond Purchase Contract, the Security Documents, nor any other instrument authorized hereby, shall be construed as creating a general obligation of the Authority or of creating a general obligation of the City, the State of Utah or any political subdivision of the State of Utah, nor as incurring or creating a charge upon the general credit of the City or against its taxing powers. The City shall not be obligated to pay out of its funds, revenues, or accounts, or to make any payment in respect of the Series 2026 Bonds, except in connection with the payment of Base Rentals, Additional Rentals, and the Purchase Option Price pursuant to the Lease (as those terms are defined in the Lease), which are subject to annual appropriation by the City in accordance with the provisions of the Lease. The Authority has no taxing power.

Section 12. The Mayor or Mayor Pro Tem is hereby authorized to make any alterations, changes or additions in the Lease, the Ground Lease, and the Bond Purchase Contract herein approved and authorized necessary to correct errors or omissions therein, to remove ambiguities therefrom, or to conform the same to other provisions of such instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, to the agreements with the Purchaser/Underwriter or the provisions of the laws of the State of Utah or the United States, the approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 13. The appropriate officials of the Authority are authorized to make any alterations, changes, or additions in the Lease, the Ground Lease, the Indenture, the Bond Purchase Contract, and the Security Documents herein authorized and approved which may be necessary to correct errors or omissions therein, to remove ambiguities therefrom, to conform the same to other provisions of said instruments, to the provisions of this Resolution, or any resolution adopted by the City or the Authority, to the agreements with the Purchaser/Underwriter, or the provisions of the laws of the State of Utah or the United States, approval of all such alterations, changes, or additions to be conclusively established by the execution thereof.

Section 14. If any provisions of this resolution (including the exhibits attached hereto) should be held invalid, the invalidity of such provisions shall not affect any of the other provisions of this resolution or the exhibits.

Section 15. The City Recorder is hereby authorized to attest to all signatures and acts of any proper official of the City, and, as necessary, to place the seal of the City on the Lease, the Bond Purchase Contract and the Ground Lease. The Mayor and other proper officials of the City and each of them, are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the matters herein authorized. Any action authorized to be taken by the Mayor of the City may, in his/her absence, be taken by the Mayor Pro Tem.

Section 16. The Secretary-Treasurer or other authorized officer of the Authority is hereby authorized to attest to all signatures and acts of any proper official of the Authority, and, as necessary, to place the seal of the Authority on the Lease, the Ground Lease, the Indenture, the Security Documents, the Bond Purchase Contract, and any other documents authorized, necessary or proper pursuant to this Resolution or any Resolution of the Authority. The appropriate officials of the Authority, and each of them, are hereby authorized to execute and deliver for and on behalf of the Authority any or all additional certificates, documents, and other papers to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this resolution. Any action authorized to be taken by the Chair/President may, in his/her absence, be taken by the Vice President of the Authority.

Section 17. The appropriate officers of the City are authorized to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated hereby.

Section 18. This Resolution shall become effective immediately upon adoption by the City.

Section 19. All bylaws, orders and resolutions of the City or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as revising any bylaw, order, resolution, or ordinance or part thereof.

PASSED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH THIS SEPTEMBER 8, 2026.

(SEAL)

By:__________________________________
Mayor

ATTEST:

By:__________________________________
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

I, Cassie Brown, the undersigned duly qualified and acting City Recorder of Syracuse City, Utah (the "City"), do hereby certify according to the official records of the City Council (the "Council") in my official possession that the foregoing constitutes a true and correct copy of the record of proceedings of the Council taken at a meeting of said Council held on September 8, 2026, commencing at the hour of 6:00 p.m. insofar as said proceedings relate to the consideration and adoption of a resolution at said meeting (the "Resolution") and that the Resolution is officially of record in my possession. I further certify that the Resolution was deposited in my office on September 8, 2026, has been recorded by me, and is a part of the permanent records of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature and affixed the seal of the City this September 8, 2026.

(SEAL)

By:__________________________________
City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cassie Brown, the undersigned City Recorder of Syracuse City, Utah (the "City"), do hereby certify, according to the records of the City Council of the City (the "Council") in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the September 8, 2026 public meeting held by the Council as follows:

(i) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2026 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the City that is reasonably likely to be seen by residents of the City .

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this September 8, 2026.

By:___________________________________
City Recorder

(SEAL)

<u>SCHEDULE 1</u>

NOTICE OF MEETING

<u>SCHEDULE 2</u>

NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

INDENTURE

EXHIBIT C

GROUND LEASE AGREEMENT

EXHIBIT D

MASTER LEASE AGREEMENT

<u>EXHIBIT E</u>

SECURITY DOCUMENTS

<u>EXHIBIT F</u>

BOND PURCHASE CONTRACT

EXHIBIT G

PRELIMINARY OFFICIAL STATEMENT

COUNCIL AGENDA

September 8, 2026

Proposed Sale of Previously Surplussed City Owned Land

Agenda item #12

Summary

The city intends to sell approximately 1.526 acres located 1822 W. 1700 S. to the Syracuse City RDA. The reason for the sale is twofold, one to develop additional parking for the adjacent Founder's park, and two, generate economic development opportunities in the form of sales tax and property tax revenue from the eventual private development on the property. The RDA is better positioned to negotiate incentives for economic development, and that is the primary reason for the transfer from the city to the RDA.

Total sales price is determined by multiplying the acreage (1.526 acres or 66,488 sf) by the value of the property. The proposed value is established at $16.5 psf which equals $1,097,052 for the total sales price. The city commissioned an appraisal of the property January 6, 2020. That appraisal came back establishing a value of $800,000, which was approximately $12 psf. Also, the city commissioned an appraisal of similar city owned commercial property located at 1700 s and 3000 W in July, 2025. That appraisal came back at approximately $16.5 psf. More recently, the city RDA purchased property located at 2500 W 1700 s from UDOT. The appraised value for that transaction was about $15 psf. The proposed sale price of $16.5 psf is believed to be fair market value.

The city's surplus property policy says: At the City Council's sole discretion, significant parcels may be sold directly to a buyer under a negotiated price without going through a competitive bid process. In deciding whether to sell real estate in this method, the Council should take into consideration the following: a. Whether it is of greater advantage to the City, for community or economic development purposes to sell without a competitive bid process. b. Whether there is a real or perceived conflict of interest with the sale on behalf of any members of the Council or the Mayor.

The city is proposing to sell directly to a buyer under a negotiated price without going through a competitive bid process because it is anticipated to be of greater advantage for economic development purposes. There are no real or perceive conflict of interest with the sale on behalf of any memebers of the Council or Mayor.

The property was previously surplussed on February 25, 2020 following a properly noticed public hearing.

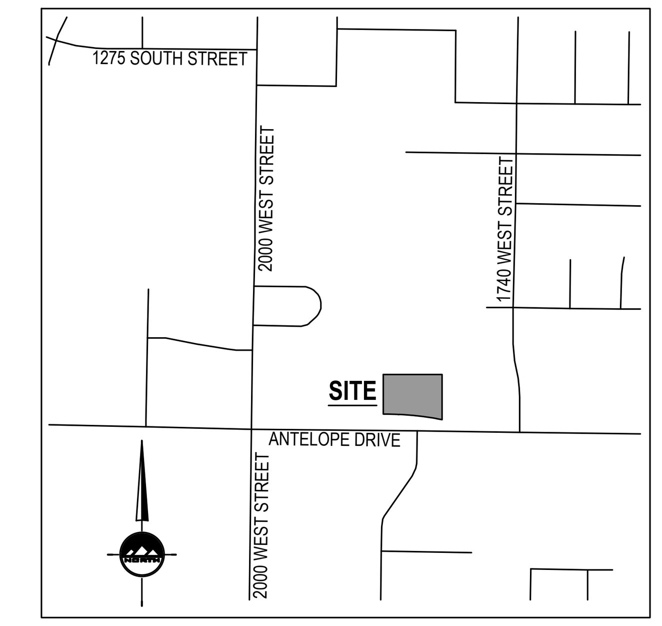
811 Know what's below. Call before you dig.

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

BENCHMARK

CENTER OF SECTION 15,
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN

ELEV = 4263.87'



VICINITY MAP
NOT TO SCALE
SYRACUSE CITY, UTAH

LEGEND

	SECTION CORNER		ADJACENT RIGHT OF WAY
	MONUMENT		RIGHT OF WAY
	EXIST REBAR AND CAP		CENTERLINE
ENSIGN ENG. LAND SURV.	SET ENSIGN REBAR AND CAP		PROPERTY LINE
	WATER METER		ADJACENT PROPERTY LINE
	WATER MANHOLE		DEED LINE
	WATER VALVE		TANGENT LINE
	FIRE HYDRANT		EXIST DITCH FLOW LINE
	SECONDARY WATER VALVE	X	FENCE
	IRRIGATION VALVE		EDGE OF ASPHALT
	SANITARY SEWER MANHOLE	SS	SANITARY SEWER LINE
	STORM DRAIN CLEAN OUT	SD	STORM DRAIN LINE
	STORM DRAIN CATCH BASIN	LD	LAND DRAIN LINE
	STORM DRAIN COMBO BOX	W	CULINARY WATER LINE
	STORM DRAIN CULVERT	SW	SECONDARY WATER LINE
	SIGN	IRR	IRRIGATION LINE
	ELECTRICAL BOX	OHP	OVERHEAD POWER LINE
	UTILITY MANHOLE	E	ELECTRICAL LINE
	UTILITY POLE	G	GAS LINE
	LIGHT		EXISTING CONTOURS
	CABLE BOX		CONCRETE
	TELEPHONE BOX		BUILDING
	GAS METER		PUBLIC DRAINAGE EASEMENT
	TREE		DENSE VEGETATION PREVENTING ACCESS FOR ACCURATE SURVEY
	SHRUB		

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.

NORTH

HORIZONTAL GRAPHIC SCALE

20 0 10 20 40

(IN FEET)
HORZ: 1 inch = 20 ft.

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10
TOWNSHIP 4 NORTH, RANGE 2 WEST
SALT LAKE BASE AND MERIDIAN
SYRACUSE CITY, DAVIS COUNTY, UTAH

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
Phone: 801.547.1100

SANDY
Phone: 801.255.0529

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
SYRACUSE CITY

CONTACT:

PHONE:

SYRACUSE CITY PROPERTY ALTA/NSPS LAND TITLE SURVEY

1862 WEST ANTELOPE DRIVE
SYRACUSE, UTAH 84075

ALTA/NSPS LAND TITLE SURVEY

PROJECT NUMBER	PRINT DATE
15065	2026-08-19
PROJECT MANAGER	DESIGNED BY
T. WILLIAMS	A. MULLINS

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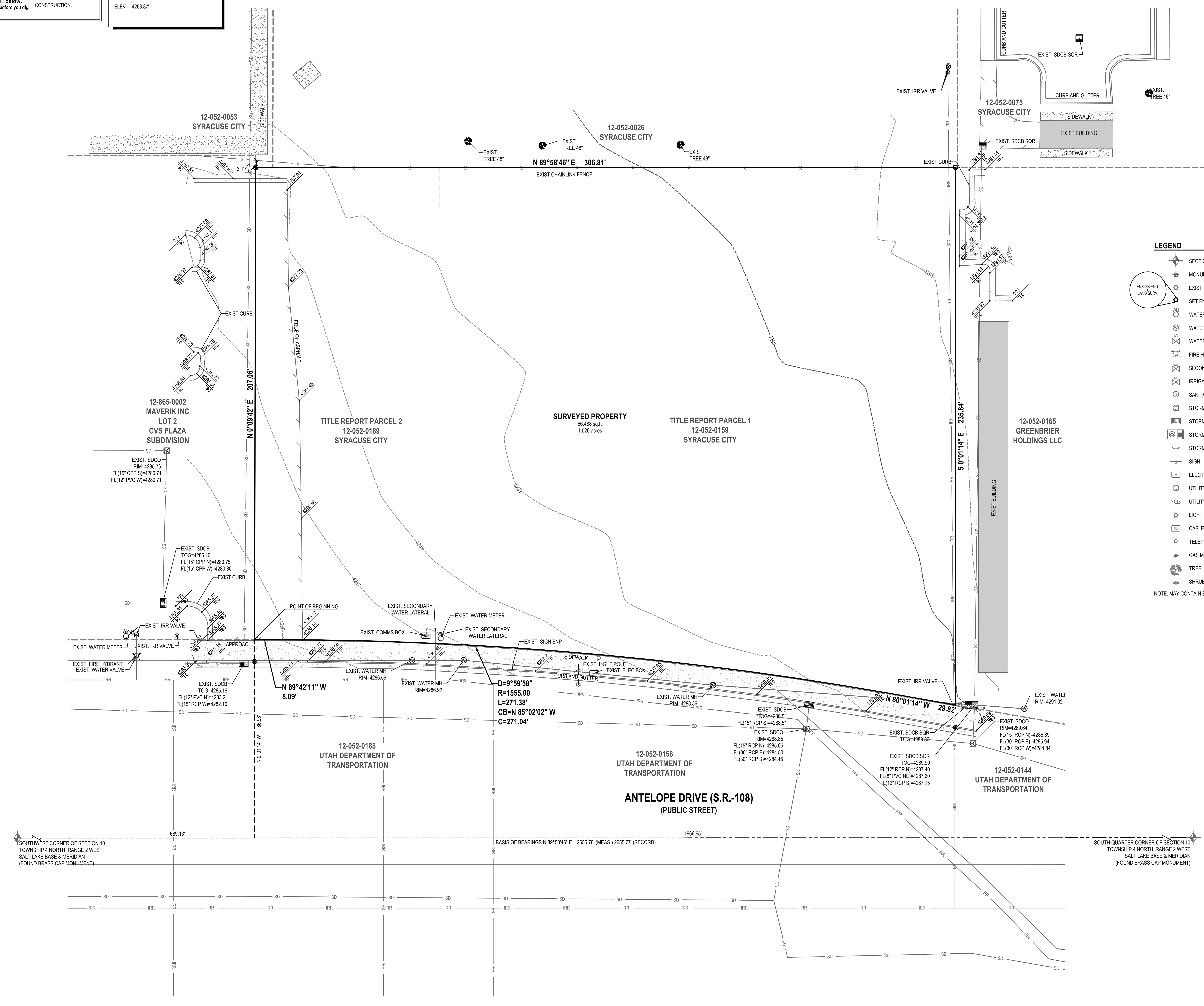
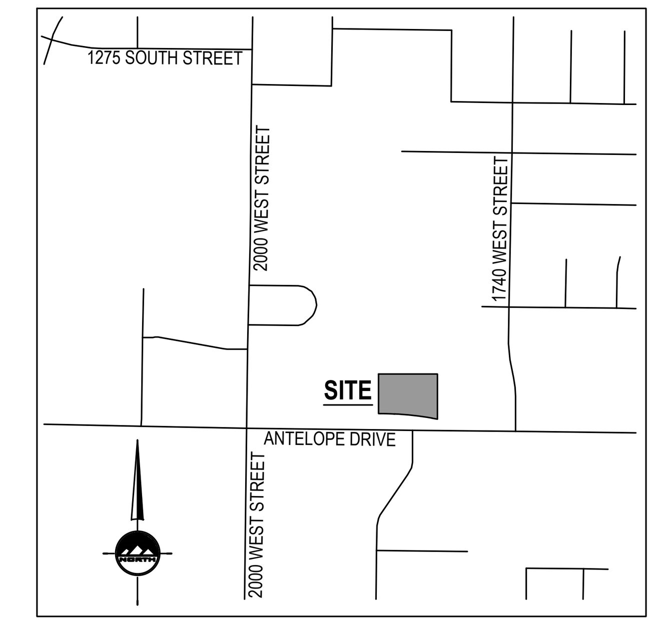
BENCHMARK

CENTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN

ELEV = 4263.87'





VICINITY MAP
NOT TO SCALE
SYRACUSE CITY, UTAH

LEGEND

- SECTION CORNER
- MONUMENT
- EXIST REBAR AND CAP
- SET ENSIGN REBAR AND CAP (ENSIGN ENG. LAND SURV.)
- WATER METER
- WATER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- SECONDARY WATER VALVE
- IRRIGATION VALVE
- SANITARY SEWER MANHOLE
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- UTILITY MANHOLE
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- CABLE BOX
- TELEPHONE BOX
- GAS METER
- TREE
- SHRUB
- ADJACENT RIGHT OF WAY
- RIGHT OF WAY
- CENTERLINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- DEED LINE
- TANGENT LINE
- EXIST DITCH FLOW LINE
- X FENCE
- EDGE OF ASPHALT
- SS SANITARY SEWER LINE
- SD STORM DRAIN LINE
- LD LAND DRAIN LINE
- W CULINARY WATER LINE
- SW SECONDARY WATER LINE
- IRR IRRIGATION LINE
- OHP OVERHEAD POWER LINE
- E ELECTRICAL LINE
- G GAS LINE
- EXISTING CONTOURS
- CONCRETE
- BUILDING
- PUBLIC DRAINAGE EASEMENT
- DENSE VEGETATION PREVENTING ACCESS FOR ACCURATE SURVEY

NOTE: MAY CONTAIN SYMBOLS THAT ARE NOT USED IN THIS PLAN SET.

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(IN FEET)
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LOCATED IN THE SOUTHWEST QUARTER OF SECTION 10 TOWNSHIP 4 NORTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN SYRACUSE CITY, DAVIS COUNTY, UTAH

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FOR:
CLIENT
CLIENT'S ADDRESS
CLIENT CITY STATE ZIP

CONTACT:
CLIENT CONTACT
PHONE: 801.000.0000

SYRACUSE CITY PROPERTY ALTA/NSPS LAND TITLE SURVEY

1862 WEST ANTELOPE DRIVE SYRACUSE, UTAH 84075

ALTA/NSPS LAND TITLE SURVEY

PROJECT NUMBER 15065	PRINT DATE 2026-08-19
PROJECT MANAGER T. WILLIAMS	DESIGNED BY A. MULLINS

Know what's below.
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CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

SURVEYOR'S CERTIFICATE

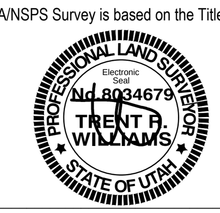
To: City of Syracuse; Stewart Title Guaranty Company; and their successors and assigns.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2026 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and included Items

1, 2, 3, 4, 5, 8, 11(a), 13, 14 and 18 of Table A thereof.

The fieldwork was completed on 06/23/2026.

This ALTA/NSPS Survey is based on the Title Report Supplied by: Stewart Title of Utah, Inc., File Number: 2954342 dated: June 1, 2026



Date of Plat or Map: August 19, 2026
Trent R. Williams, PLS
License No. 8034679

SURVEY NARRATIVE

The purpose of this survey is to perform an ALTA/NSPS Land Title Survey of the subject properties and write a combined description of them, as requested by Syracuse City.

Reference Documents:

- CVS Plaza Subdivision
- Record of Survey No. 5669
- Record of Survey No. 239

Basis of Bearing:

The Basis of Bearing for this survey is North 89°58'46" East, between the Found Southwest Corner and Found South Quarter Corner of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey.

Boundary Resolution:

The record descriptions were retraced and rotated to match the basis of bearings. We held CVS Plaza Subdivision along the west side. The record northerly segments of the two parcels were found to be consistent with an existing fence. No inconsistencies were found.

RECORD DESCRIPTION
(AS SHOWN ON THE TITLE REPORT)

PARCEL 1: (12-052-0159)
A tract of land, situate in the SW 1/4 SW 1/4 of Section 10, Township 4 North, Range 2 West, S.L.B.&M. The boundaries of said tract of land are described as follows:

Beginning at the intersection of the Westerly boundary of said tract of land and the Northerly right of way line of SR-108 of said project, which point is 770.55 feet S 89°40'57" East along the Section Line and 85.27 feet North 00°19'03" East from the Southwest corner of said Section 10, said point also being 55.00 feet radially distant Northerly from the centerline of said project; and running thence North 00°19'03" East 208.77 feet along said Westerly boundary line to the Northerly boundary line of said tract of land; thence South 89°40'57" East 226.05 feet along said Northerly boundary line to the Easterly boundary line of said tract of land; thence South 00°19'03" West 235.84 feet along said Easterly boundary line to said Northerly right of way line; thence North 79°40'57" West 29.82 feet to the point of tangency of a 1,555.00-foot radius curve to the left; thence Westerly 198.03 feet along the arc of said curve (Chord bears N 83°19'51" W 197.89 feet) to the point of beginning.

PARCEL 2: (12-052-0189)
A tract of land, situate in the SW 1/4 SW 1/4 of Section 10, Township 4 North, Range 2 West, S.L.B.&M. The boundaries of said tract of land are described as follows:

Beginning at the intersection of the Northerly right of way line of SR-108 and Westerly boundary line of said tract of land at a point 688.85 feet East and 86.98 feet North from the Southwest corner of said Section 10; and running thence North 207.l1 feet to the Northerly boundary line of said tract of land; thence East 81.70 feet to the Easterly boundary line of said tract of land; thence South 209.29 feet to a point on said Northerly right of way line; thence along said Northerly right of way line the following two (2) courses: (1) Westerly 73.37 feet along the arc of a 1,555.00 foot radius curve to the left (Note: Chord to said curve bears North 88°19'50" W 73.36 feet); (2) N 89°40'57" West 8.36 feet to the point of beginning.

LEGAL DESCRIPTION
(AS-SURVEYED)

A parcel of land, situate in the Southwest Quarter of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian, also situated in Syracuse City, Davis County, Utah, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Antelope Drive (also known as State Route 108), said point being North 89°58'46" East 689.13 feet along the Section Line and North 0°01'14" West 86.98 feet from the Southwest Corner of Section 10, and running thence:

North 0°09'42" East 207.06 feet along the easterly boundary of CVS Plaza Subdivision;

thence North 89°58'46" East 306.81 feet to the northwesterly corner of that parcel described in a certain Warranty Deed (recorded May 21, 2009, as Entry No. 2452911);

thence South 0°01'14" East 235.84 feet along the westerly boundary line of said parcel to a point on the northerly right-of-way line of said Antelope Drive;

thence running along said northerly right-of-way line three (3) courses and distances:

(1) North 80°01'14" West 29.82 feet;

(2) Westerly 271.38 feet along the arc of a 1,555.00-foot radius curve to the left (center bears South 9°57'56" West and the chord bears North 85°02'02" West 271.04 feet with a central angle of 9°59'58");

(3) North 89°42'11" West 8.09 feet to the Point of Beginning.

Contains 66,488 square feet or 1.526 acres.

NOTES

For conditions of record not shown hereon as well as specific references to items in the title report, please refer to a title report supplied by: Stewart Title of Utah, Inc., File Number: 2954342 dated: June 1, 2026

1. Table A Items:
   a. Item 1: Monuments placed at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
   b. Item 2: Address of the surveyed site:
      1862 W Antelope Drive
      Syracuse, UT 84075
   c. Item 3: Flood zone classification depicted by scaled map location and graphic plotting only.
      Flood Zone: X
      Community Number: 49011C0210E
      Revised: 6/18/2007
   d. Item 4: Gross land area:
      66,488 sq. ft.
      1.526 acres
   e. Item 5: Vertical relief with the source of information.
      Contours shown hereon are taken from traditional ground survey of the surveyed area.
      Site Benchmark is: 4263.87' (The found Center of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian)
   f. Item 8: Substantial features observed in the process of conducting the fieldwork are shown hereon. (in addition to the improvements and features required pursuant to Section 5 above) (e.g., parking lots, billboards, signs, swimming pools, landscaped areas, substantial areas of refuse).
   g. Item 11: Evidence of underground utilities existing on or serving the surveyed property is shown hereon as determined by:
      (a) plans provided by service providers
      (b) located during field work
   h. Item 13: Names of owners of adjoining properties according to current tax records is shown hereon.
   i. Item 14: The distance to the nearest intersecting street is approximately 85' and is the intersection of Antelope Drive (S.R.-108) and Heritage Lane.
   j. Item 18: Any plottable offsite easements are shown hereon. These easements have been disclosed in documents provided to or obtained by the surveyor.

2. Schedule BII Exceptions from Coverage
   The following exceptions from coverage are taken from the title report supplied by: Stewart Title of Utah, Inc., File Number: 2954342 dated: June 1, 2026
   a. Items no. 1-7 are general exceptions (Not a Survey Matter.)
   b. Item No. 8 refers to Property Tax exceptions. General Property Taxes are accruing as liens and are not yet due and payable for Tax ID No. 12-052-0159 and 12-052-0189. (Not a Survey Matter.)
   c. Item No. 9 refers to the land being located within the boundaries of Davis County 454 District, and is subject to any charges and assessments levied thereby. (Not a Survey Matter.)
   d. Item No. 10 refers to Ordinance No. 16-24, adopting the Syracuse Antelope Drive Community Development Project Area Plan, and related matters, together with the terms, conditions and limitations contained therein. (Not a Survey Matter.)
      Recorded: September 7, 2016
      Entry No. 2964235
      Book 6595, Page 345
   e. Item No. 11 refers to water rights, claims or title to water. (Not a Survey Matter.)
   f. Item No. 12 refers to minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel, together with all rights, privileges and immunities relating thereto. (Not a Survey Matter.)
   g. Item No. 13 refers to an Easement, and the terms, conditions and limitations contained therein, in favor of Syracuse, a Municipal Corporation. (Shown Hereon.)
      Recorded: December 18, 1985
      Entry No. 721728
      Book 1066, Page 271
   h. Item No. 14 refers to an Easement, and the terms, conditions and limitations contained therein, in favor of The Utah Department of Transportation. (Shown Hereon.)
      Recorded: December 18, 1985
      Entry No. 2406960
      Book 4664, Page 1134
   i. Item No. 15 refers to an Agreement for Future Cross-Access Easements, and the terms, conditions and limitations contained therein. (Not Sufficiently Described to Plot.)
      Recorded: September 15, 2016
      Entry No. 2966347
      Book 6601, Page 852
   j. Item No. 16 refers to Restrictions, Conditions and Reservations as contained in Quit Claim deed, and the terms, conditions and limitations contained therein. (Affects Parcel 1). (Shown Hereon.)
      Recorded: November 21, 2019
      Entry No. 3205653
      Book 7394, Page 1560

      Item No. 16 also refers to Release of Reversionary Clause recorded February 28, 2020 as Entry No. 3230097 in Book 7459 at Page 920. (Affects Parcel 1). (Blanket in Nature.)
      Recorded: February 28, 2020
      Entry No. 3230097
      Book 7459, Page 920
   k. Item No. 17 refers to Restrictions, Conditions and Reservations as contained in Quit Claim Deed, and the terms, conditions and limitations contained therein. (Affects Parcel 2). (Shown Hereon.)
      Recorded: November 21, 2019
      Entry No. 3205654
      Book 7394, 1564

      Item No. 17 also refers to a Release of Reversionary Clause recorded February 28, 2020 as Entry No. 3230096 in Book 7459 at Page 918, of Public Records. (Affects Parcel 2). (Blanket in Nature.)
      Recorded: February 28, 2020
      Entry No. 3230096
      Book 7459, Page 918
   l. Item No. 18 refers to a Reciprocal Access Easement Agreement, and the terms, conditions and limitations contained therein. (Shown Hereon.)
      Recorded: June 16, 2022
      Entry No. 3483110
      Book 8032, Page 503
   m. Item No. 19 refers to "The Company requires satisfactory verification of the identity of the seller, as the subject property is assessed as vacant land. Unless you have personal, prior knowledge of the identity of the seller, you must send a letter to the seller at the assessment's verified mailing address requesting confirmation that the transaction is legitimate." (Not a Survey Matter.)
   n. Item No. 20 refers to any matters that might be disclosed by an accurate survey of said premises.
   o. Item No. 21 refers to the rights of parties in possession of the land under unrecorded Contracts, Leases, Rental or Occupancy Agreements and any claims and/or liens thereunder. (Not a Survey Matter.)

ENSIGN
THE STANDARD IN ENGINEERING

LAYTON
919 North 400 West
Layton, UT 84041
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WWW.ENSIGNENG.COM

FOR:
CLIENT
CLIENT'S ADDRESS
CLIENT CITY STATE ZIP

CONTACT:
CLIENT CONTACT
PHONE: 801.000.0000

SYRACUSE CITY PROPERTY
ALTA/NSPS LAND TITLE SURVEY

1862 WEST ANTELOPE DRIVE
SYRACUSE, UTAH 84075

ALTA/NSPS LAND TITLE SURVEY

PROJECT NUMBER 15065
PRINT DATE 2026-08-19
PROJECT MANAGER T. WILLIAMS
DESIGNED BY A. MULLINS

RESOLUTION **NO. 26-XX**

A RESOLUTION AUTHORIZING THE SALE OF APPROXIMATELY 1.526 ACRES OF REAL PROPERTY LOCATED AT APPROXIMATELY 1822 W 1700 S.

WHEREAS, the City Council is authorized by state law and city ordinance to dispose of surplus property when it considers such actions appropriate; and

WHEREAS, the City finds it advantagious and appropriate for economic development and park development purposes to sell the property to the Syracuse City RDA; and

WHEREAS, the land will be sold for fair market value which is believed to be $1,097,052 ; and

WHEREAS, the city surplussed the property on February 25, 2020 following an appropriately noticed public hearing.

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

Section 1. **Disposal.** The city hereby authorizes staff to dispose 1.526 acres of property located 1822 W 1700, as more particularly depicted in Exhibit A.

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

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8TH DAY OF SEPTEMBER, 2026.

____________________________________ ____________________________________

CASSIE Z. BROWN City Recorder	DAVE MAUGHAN Mayor

Voting by the Council:	AYE	NAY
Councilmember Brown	___________	___________
Councilmember Cragun	___________	___________
Councilmember Robertson	___________	___________
Councilmember Pollard	___________	___________
Councilmember Watson	___________	___________

Exhibit A

LEGAL DESCRIPTION
(AS-SURVEYED)

A parcel of land, situate in the Southwest Quarter of Section 10, Township 4 North, Range 2 West, Salt Lake Base and Meridian, also situated in Syracuse City, Davis County, Utah, more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Antelope Drive (also known as State Route 108), said point being North 89°58'46" East 689.13 feet along the Section Line and North 0°01'14" West 86.98 feet from the Southwest Corner of Section 10, and running thence:

North 0°09'42" East 207.06 feet along the easterly boundary of CVS Plaza Subdivision;

thence North 89°58'46" East 306.81 feet to the northwesterly corner of that parcel described in a certain Warranty Deed (recorded May 21, 2009, as Entry No. 2452911);

thence South 0°01'14" East 235.84 feet along the westerly boundary line of said parcel to a point on the northerly right-of-way line of said Antelope Drive;

thence running along said northerly right-of-way line three (3) courses and distances:

(1) North 80°01'14" West 29.82 feet;

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(3) North 89°42'11" West 8.09 feet to the Point of Beginning.

Contains 66,488 square feet or 1.526 acres.

COUNCIL AGENDA
September 8, 2026

Agenda Item **#13** Annual Fraud Risk Assessment and Review

Factual Summation

- Any questions regarding this item can be directed at Assistant City Manager Stephen Marshall.
- Please review Fraud Risk Summary.
- Please review the Internal Control Checklist.

Discussion Goals

The following items outline the goals of this discussion:

1. Review the framework for annual fraud risk assessment and evaluate our current fraud risk assessment score.

    - Current score of 355. Low risk.
    - This form will be submitted to the State Auditor's Office each year.
    - It must be presented and reviewed by the City Council prior to submission.

Fraud Risk Assessment

Continued

*Total Points Earned: 355 /395 *Risk Level:

Very Low	Low	Moderate	High	Very High
> 355	316-355	276-315	200-275	< 200

	Yes	Pts
1. Does the entity have adequate basic separation of duties or mitigating controls as outlined in the attached Basic Separation of Duties Questionnaire?	200	200
2. Does the entity have governing body adopted written policies in the following areas:		
a. Conflict of interest?	5	5
b. Procurement?	5	5
c. Ethical behavior?	5	5
d. Reporting fraud and abuse?	5	5
e. Travel?	5	5
f. Credit/Purchasing cards (where applicable)?	5	5
g. Personal use of entity assets?	5	5
h. IT and computer security?	5	5
i. Cash receipting and deposits?	5	5
3. Does the entity have a licensed or certified (CPA, CGFM, CMA, CIA, CFE, CGAP, CPFO) expert as part of its management team?	20	20
a. Do any members of the management team have at least a bachelor's degree in accounting?	10	10
4. Are employees and elected officials required to annually commit in writing to abide by a statement of ethical behavior?	20	20
5. Have all governing body members completed entity specific (District Board Member Training for local/special service districts & interlocal entities, Introductory Training for Municipal Officials for cities & towns, etc.) online training (training.auditor.utah.gov) within four years of term appointment/election date?	20	20
6. Regardless of license or formal education, does at least one member of the management team receive at least 40 hours of formal training related to accounting, budgeting, or other financial areas each year?	20	20
7. Does the entity have or promote a fraud hotline?	20	20
8. Does the entity have a formal internal audit function?	0	20
9. Does the entity have a formal audit committee?	0	20

*Entity Name: Syracuse City

*Completed for Fiscal Year Ending: 2026 *Completion Date: 09/02/2026

*CAO Name: Brody Bovero *CFO Name: Stephen Marshall

*CAO Signature: Brody Bovero *CFO Signature: Stephen Marshall

*Required