



SYRACUSE CITY

Syracuse City Council Work Session Notice

November 10, 2015 – 6:00 p.m.
Municipal Building, 1979 W. 1900 S.

Notice is hereby given that the Syracuse City Council will meet in a work session on Tuesday, November 10, 2015, at 6:00 p.m. in the large conference room of the Municipal Building, 1979 W. 1900 S., Syracuse City, Davis County, Utah. The purpose of the work session is to discuss/review the following items:

- a. Review agenda for Council business meeting to begin at 7:00 p.m. (2 min.)
- b. Review agenda item 7: proposed vacation of snow storage easement. (5 min)
- c. Review items forwarded by the Planning Commission (10 min.)
 - i. Authorize Administration to execute agreement for the construction of improvements and the purchase and sale of specified property.
- d. Review agenda item 8: proposed resolution adopting Water Conservation Plan. (10 min.)
- e. Council business. (2 min.)

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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 5<sup>th</sup> day of November, 2015 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.com/>. A copy was also provided to the Standard-Examine on November 5, 2015.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

## November 10, 2015

Agenda Item “b”

Proposed Ordinance 2015-22

### ***Factual Summation***

- Any question regarding this agenda item may be directed at Community and Economic Development (CED) staff or City Attorney Roberts.
- The applicant is requesting to vacate a snow storage easement located on lot 3A of the industrial Ninigret North Subdivision, which they own. The easement is located in the middle of their proposed access drive which would impede business operations in the winter should snow be piled within the easement. The applicant received site plan approval from the Planning Commission on November 3, 2015 and they plan to build a 100,000 square foot facility to process steel coils into steel sheets.

### ***Attachments:***

- Subdivision Plat
- Proposed Ordinance 2015-22.

### ***Suggested Motions:***

#### ***Grant***

*I move to recommend approval to vacate the snow storage easement located at 404 South 1080 West, subject to all applicable requirements of the City's municipal codes (and to the condition(s) that...)*

#### ***Deny***

*I move to recommend denial to vacate the snow storage easement located at 404 South 1080 West, based on...*

#### ***Table***

*I move to table discussions pertaining to vacate the snow storage easement located at 404 South 1080 West, until ....*

**ORDINANCE 2015- 22**

**AN ORDINANCE OF THE SYRACUSE CITY COUNCIL APPROVING VACATION AND ABANDONMENT OF A CERTAIN SNOW STORAGE EASEMENT.**

**WHEREAS**, on August 27, 2012 the City was deeded a fifteen by twenty foot (15' x 20') easement for the purposes of snow storage in a subdivision plat; and

**WHEREAS**, the easement was necessary as a result of the length of a cul-de-sac within the subdivision; and

**WHEREAS**, the subdivision plat was amended on August 18, 2015 so as to reduce the length of the cul-de-sac; and

**WHEREAS**, the remaining public utility easements will not be affected by this vacation and abandonment; and

**WHEREAS**, the Council has determined that it no longer requires the snow storage easement; and

**WHEREAS**, good cause exists for the easement vacation; and

**WHEREAS**, the Council finds that neither the public interest nor any person will be materially injured by the vacation,

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

**Section 1. Approval of Vacation and Abandonment of Easement.** The Council hereby approves the vacation and abandonment of the easement, as described in the attached document (Exhibit A).

**Section 2. Authorization to Execute.** The Council authorizes the Mayor to execute the attached document and to file it with the County Recorder.

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

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, this 10<sup>th</sup> day of November, 2015.**

**SYRACUSE CITY**

ATTEST:

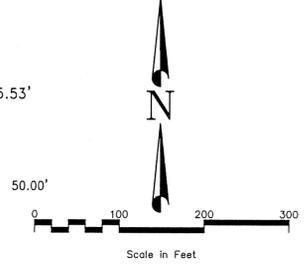
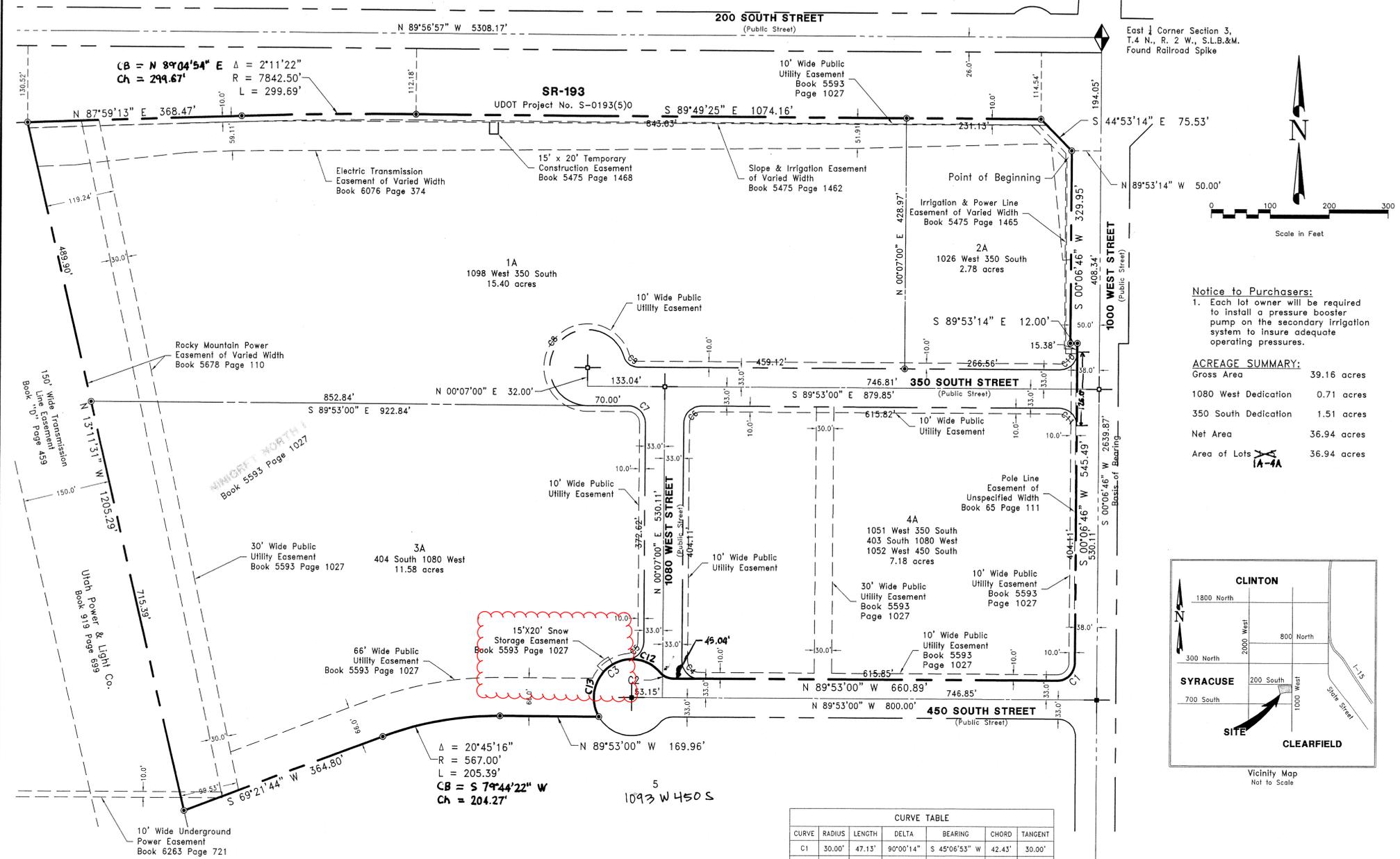
\_\_\_\_\_

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

Cassie Z. Brown, CMC  
City Recorder

Terry Palmer  
Mayor

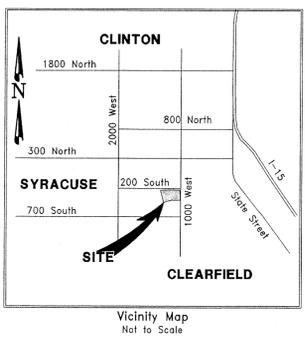
**NINIGRET NORTH I AMENDED**  
 An Industrial Subdivision Amending Lots 1, 2, 3 and 4 of Ninigret North I Subdivision  
 Located in the Southeast Quarter of Section 3, Township 4 North, Range 2 West,  
 Salt Lake Base & Meridian  
 Syracuse City, Davis County, Utah



**Notice to Purchasers:**  
 1. Each lot owner will be required to install a pressure booster pump on the secondary irrigation system to insure adequate operating pressures.

**ACREAGE SUMMARY:**

|                      |             |
|----------------------|-------------|
| Gross Area           | 39.16 acres |
| 1080 West Dedication | 0.71 acres  |
| 350 South Dedication | 1.51 acres  |
| Net Area             | 36.94 acres |
| Area of Lots 1A-4A   | 36.94 acres |



| CURVE | RADIUS | LENGTH  | DELTA      | BEARING       | CHORD   | TANGENT |
|-------|--------|---------|------------|---------------|---------|---------|
| C1    | 30.00' | 47.13'  | 90°00'14"  | S 45°06'53" W | 42.43'  | 30.00'  |
| C2    | 30.00' | 25.37'  | 48°27'32"  | N 85°39'14" W | 24.62'  | 13.50'  |
| C3    | 65.00' | 191.69' | 168°58'09" | S 54°05'27" W | 129.40' | 673.15' |
| C4    | 30.00' | 47.12'  | 90°00'00"  | N 44°53'00" W | 42.43'  | 30.00'  |
| C5    | 30.00' | 44.01'  | 84°02'52"  | N 42°08'26" E | 40.17'  | 27.03'  |
| C6    | 30.00' | 47.12'  | 90°00'00"  | N 45°07'00" E | 42.43'  | 30.00'  |
| C7    | 30.00' | 47.12'  | 90°00'00"  | N 44°53'00" W | 42.43'  | 30.00'  |
| C8    | 65.00' | 287.29' | 253°14'31" | N 36°42'15" E | 104.34' | 87.46'  |
| C9    | 25.00' | 31.94'  | 73°12'31"  | S 53°16'45" E | 29.81'  | 18.57'  |
| C10   | 30.00' | 47.13'  | 90°00'14"  | N 45°06'53" E | 42.43'  | 30.00'  |
| C11   | 30.00' | 47.12'  | 89°59'46"  | S 44°53'07" E | 42.42'  | 30.00'  |
| C12   | 65.00' | 61.25'  | 54°24'40"  | N 68°37'45" W | 57.45'  | 33.41'  |
| C13   | 65.00' | 128.76' | 114°55'24" | S 26°57'00" W | 104.81' | 101.12' |

Southeast Corner Section 3,  
 T.4 N., R. 2 W., S.L.B.&M.  
 Found Davis County Brass  
 Monument

**NINIGRET NORTH I AMENDED**  
 An Industrial Subdivision Amending Lots  
 1, 2, 3 and 4 of Ninigret North I Subdivision  
 Located in the Southeast Quarter of Section 3, Township  
 4 North, Range 2 West, Salt Lake Base & Meridian  
 Syracuse City, Davis County, Utah

**SURVEYOR'S CERTIFICATE**

I, Mark N Gregory, do hereby certify that I am a Professional Land Surveyor in the State of Utah holding certificate number 334576 as prescribed by Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Licensing Act. I further certify that by the authority of the owners, I have made an accurate survey of the tract of land shown and described hereon in accordance with Section 17-23-17 of the Utah State Code, have verified all measurements shown and have subdivided said property into lots and streets hereafter to be known as NINIGRET NORTH I AMENDED and that the same has been surveyed and monuments have been placed on the ground as represented on this plat.

**BOUNDARY DESCRIPTION**  
 A parcel of land being part of Lots 1, 2, 3 and 4 of Ninigret North I Subdivision recorded August 27, 2012 as Entry No. 2682688 of the official records, located in the Southeast Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Syracuse City, Davis County, Utah described as follows:

BEGINNING at a point on the west line of 1000 West Street, said point being South 00°06'46" West 194.05 feet along the east line of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian and North 89°53'14" West 50.00 feet from the East Quarter corner of said Section 3, and thence along said west line the following three courses: 1) South 00°06'46" West 329.95 feet, 2) South 89°53'14" East 12.00 feet and 3) South 00°06'46" West 545.49 feet to the northerly line of 450 South Street and a point of tangency of a 30.00 foot radius curve to the right; thence along said line the following four courses: 1) Southwesterly 47.13 feet along said curve through a central angle of 90°00'14" and a long chord of South 45°06'53" West 42.43 feet, 2) North 89°53'00" West 660.89 feet to a point of tangency of a 30.00 foot radius curve to the right, 3) Northwesterly 25.37 feet along said curve through a central angle of 48°27'32" and a long chord of North 65°39'14" West 24.62 feet to a point of reverse curvature of a 65.00 foot radius curve to the left and 4) Southwesterly 191.69 feet along said curve through a central angle of 168°58'09" and a long chord of South 54°05'27" West 129.40 feet to the north line of Lot 5, Ninigret North I, a subdivision recorded August 27, 2012 as Entry No. 2682688 in Book 5593 at Page 1027 of the Davis County records; thence along said line the following three courses: 1) North 89°53'00" West 169.96 feet to a point of tangency of a 567.00 foot radius curve to the left, 2) Westerly 205.39 feet along said curve through a central angle of 20°45'16" and a long chord of South 79°44'22" West 204.27 feet and 3) South 69°21'44" West 364.80 feet to the east line of the property described in that certain Warranty Deed recorded November 03, 1982 as Entry No. 626040 in Book 919 at Page 699 of said records; thence along said line North 13°11'31" West 1,205.29 feet to a point on the south line of SR-193; thence along said line the following four courses: 1) North 87°59'13" East 368.47 feet to a point of tangency of a 7,842.50 foot radius curve to the right, 2) Easterly 299.69 feet along said curve through a central angle of 02°11'22" and a long chord of North 89°04'54" East 299.67 feet, 3) South 89°49'25" East 1,074.16 feet and 4) South 44°53'14" East 75.53 feet to the POINT OF BEGINNING. Said parcel contains 1,705,861 square feet or 39.16 acres, more or less.

Date July 13, 2015



Mark N Gregory  
 P.L.S. No. 334576

**OWNERS DEDICATION AND CERTIFICATION**

Know to all persons that this document presents, that Ninigret Construction Company North L.C., a Utah limited liability company the owner of the above described tract of land, having caused same to be subdivided into lots, hereby set apart and subdivide the same tract into lots as shown on this plat, hereafter known as Ninigret North I Amended, and do hereby dedicate for the public use all those portions of said tract of land designated as public utility easements forever, for the public access and public utility use, and warrant, defend and save the City harmless against any encumbrances on the easements, which interfere with the City's use, operation, and maintenance.

*Eric Rice*  
 Ninigret Construction Company North L.C.

**ACKNOWLEDGMENT**

STATE OF UTAH }  
 COUNTY OF Salt Lake }  
 On this 28<sup>th</sup> day of July, 2015 personally appeared before me, Eric Rice, the signer of the foregoing instrument, who duly acknowledged to me that (s)he is a manager of Ninigret Construction Company North L.C., a Utah limited liability company and is authorized to execute the foregoing Agreement in its behalf and that he or she executed it in such capacity.

WITNESS my hand and official seal.



Signature of Notary *Heather Mitchell*

My Commission Expires 10/24/18

**LEGEND**

- Section Corner Monument (As Noted)
- Street Monument Found, To Be Set
- Subdivision Boundary Line
- Right-of-Way Line
- Section Line
- Monument Line
- Easement Line (As Noted)
- Set Rebar w/ Cap Stamped "DOMINION ENGINEERING"

|                                                                                                                                                 |                                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| <b>SYRACUSE CITY ATTORNEY</b><br>Approved this <u>29<sup>th</sup></u> day of <u>July</u> , 2015 by <u>[Signature]</u><br>Syracuse City Attorney | <b>CENTURY LINK</b><br>Approved this <u>22<sup>nd</sup></u> day of <u>July</u> , 2015 by <u>[Signature]</u><br>CenturyLink |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|

|                                                                                                                            |                                                                                                                                      |                                                                                                           |                                                                                                                                 |                                                                                                                                                                          |                                                                                                                                                                                                                                         |                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                 |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PREPARED BY:</b><br>Dominion Engineering Associates, L.C.<br>5684 South Green Street<br>Murray, Utah 84123 801-713-3000 | <b>SUBDIVIDER:</b><br>Ninigret Construction Company North L.C.<br>1700 South 4650 West<br>Salt Lake City, UT 84104<br>(801) 973-9090 | <b>QUESTAR:</b><br>Approved this <u>22</u> day of <u>July</u> , 2015 by <u>[Signature]</u><br>Questar Gas | <b>ROCKY MOUNTAIN POWER:</b><br>Approved this <u>22</u> day of <u>July</u> , 2015 by <u>[Signature]</u><br>Rocky Mountain Power | <b>SYRACUSE CITY PLANNING COMMISSION:</b><br>Approved this <u>12<sup>th</sup></u> day of <u>August</u> , 2015 by <u>[Signature]</u><br>Syracuse City Planning Commission | <b>SYRACUSE CITY ENGINEER:</b><br>I hereby certify that this office has examined this plat and it is correct in accordance with information on file in this office.<br><u>[Signature]</u><br>Syracuse City Engineer Date <u>8-10-15</u> | <b>SYRACUSE CITY COUNCIL:</b><br>Presented to the Syracuse City Council this <u>20</u> day of <u>July</u> , 2015 by the Syracuse City Planning Commission.<br><u>[Signature]</u><br>Syracuse City Mayor | <b>DAVIS COUNTY RECORDER #:</b><br>State of Utah, County of Davis, recorded and filed at the request of <u>Syracuse City</u><br>Date <u>8-18-2015</u> Time <u>4:08</u> Book <u>6332</u> Page <u>1341</u><br>Fees \$ <u>34.00</u><br><u>[Signature]</u><br>Davis County Recorder |
|----------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

P:\NINIGRET - SYRACUSE 1891\PLAT 1 AMENDED\SURVEY\dwg\Plot 1 Amended.dwg



# CITY COUNCIL AGENDA

November 10, 2015

Agenda Item “c.i”

## AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS AND THE PURCHASE AND SALE OF SPECIFIED PROPERTY

### *Factual Summation*

- The Developer is constructing homes within the Monterrey Estates Subdivision (the “Subdivision”), located in Syracuse, Utah at approximately 1500 West 700 South.
- Another developer (Ninigret Construction Company North, LC) has made improvements to surrounding property.
- The City desires to provide recreational amenities to the public, including those residents who will purchase homes within the Subdivision, in the form of trails and trailheads.
- The Developer owns a one acre parcel of land (Davis Co. Serial # 12-766-0004) at approximately 1370 West 700 South, Clefield Utah (the “Parcel”).
- The Developer is constructing the Subdivision in phases, with Phase III to be constructed in the Eastern portion of the Subdivision.
- The City currently imposes Parks, Trails, and Recreation Impact Fees on new homes constructed within the City, including those constructed within the Subdivision.
- The Developer is willing to install a ten (10) foot asphalt trail within parcels owned by Rocky Mountain Power and the City, which trail shall be connected to a trail within the Subdivision.
- The Developer is further willing to give the Parcel to the City pursuant to the terms of this Agreement.
- The City is willing to reimburse the Developer with impact fees collected from the Subdivision for the Developer’s work on the trail and its dedication of the Parcel.

- The City and community will be enhanced by the construction of a trail adjacent to the Subdivision, as will the Subdivision's value.
- Through a separate agreement, the City and Ninigret are constructing trails and trailhead to the North and South of the Improvements to be constructed by the Developer.

***Recommendation:***

Recommend approval of the agreement with Ivory Homes taking possession of the 1 acre parcel of land located within Clearfield City (Davis Co. Serial # 12-766-0004) with the intent to develop a trailhead – and working with Ivory to develop a trail in the Rocky Mountain power corridor.

***Planning Commission Recommendation:***

Per SMC § 3.10.080 the Planning Commission is required to consider a recommendation before action is taken thereon by the City Council. In October 20, 2015 the PC approved the trail agreement with the request that a clause be added that stated an automatic agreement termination be in place should the city fail to get permission to build on the RMP land.

**AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS AND THE  
PURCHASE AND SALE OF SPECIFIED PROPERTY**

This Agreement for the Construction of Improvements and the Purchase and Sale of Specified Property (the "Agreement") is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015, between Syracuse City, a municipal corporation and a political subdivision of the State of Utah (the "City"), and Ivory Development, LLC, a Utah limited liability corporation (the "Developer").

**RECITALS**

- A. The Developer is constructing homes within the Monterrey Estates Subdivision (the "Subdivision"), located in Syracuse, Utah at approximately 1500 West 700 South.
- B. Another developer (Ninigret Construction Company North, LC) has made improvements to surrounding property.
- C. The City desires to provide recreational amenities to the public, including those residents who will purchase homes within the Subdivision, in the form of trails and trailheads.
- D. The Developer owns a one acre parcel of land (Davis Co. Serial # 12-766-0004) at approximately 1370 West 700 South, Syracuse Utah (the "Parcel").
- E. The Developer is constructing the Subdivision in phases, with Phase III to be constructed in the Eastern portion of the Subdivision.
- F. The City currently imposes Parks, Trails, and Recreation Impact Fees on new homes constructed within the City, including those constructed within the Subdivision.
- G. The Developer is willing to install a ten (10) foot asphalt trail within parcels owned by Rocky Mountain Power and the City, which trail shall be connected to a trail within the Subdivision.
- H. The Developer is further willing to sell the Parcel to the City pursuant to the terms of this Agreement.
- I. The City is willing to reimburse the Developer with impact fees collected from the Subdivision for the Developer's work on the trail and its dedication of the Parcel.
- J. The City and community will be enhanced by the construction of a trail adjacent to the Subdivision, as will the Subdivision's value.
- K. Through a separate agreement, the City and Ninigret are constructing trails and trailhead to the North and South of the Improvements to be constructed by the Developer.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE I**  
**THE PROJECT**

Section 1.1 Project parameters. The “Project” shall include both: the (i) transfer of the Parcel’s title to the City, as provided in Article II, and (ii) the installation of a ten (10) foot wide asphalt trail and any improvements required by the standards and specifications for public improvements for the installation of that trail (the “Improvements”), as provided in Article III.

Section 1.2 Time of the Essence. Due to the project being completed in conjunction with work being performed by a third party under a separate agreement, time is of the essence to this Agreement. The performance of the work under both of these agreements is dependent upon:

- (a) the transfer of the Parcel from the Developer to the City; and
- (b) the acquisition of permission to install the Improvements on Rocky Mountain Power’s property, which shall be acquired by the City.

Section 1.3 Sufficient Consideration. The Parties agree that the amounts provided for in Article IV constitute sufficient consideration for the entire project, including the transfer of title to the Parcel and that the Project will be mutually beneficial to both Parties.

Section 1.4 Term. The term of this Agreement shall be three (3) years from the date of execution. In the event that construction of the Improvements has not commenced by that date, this Agreement shall terminate, unless extended by mutual, written agreement of the parties. In the event the Improvements’ construction has commenced by the conclusion of the term, then this Agreement shall automatically extend for an additional one (1) year.

**ARTICLE II**  
**CITY’S ACQUISITION OF PARCEL**

Section 2.1 Transfer of Title. The Developer agrees to transfer title to the Parcel to the City pursuant to the terms and conditions contained herein. A legal description of the Parcel is attached to this Agreement as Exhibit A, and incorporated by this reference.

Section 2.2 Property pins. The Developer shall set property pins for the Parcel prior to transfer.

Section 2.3 Developer’s Representations and Warranties. The Developer hereby represents and warrants as follows:

- A. The Developer has full power and authority to execute, enter into and perform this Agreement and any person or entity executing this Agreement on behalf of the

Developer has the authority to execute the same. This Agreement and all documents to be executed pursuant hereto by the Developer are and shall be binding upon and enforceable against the Developer in accordance with their respective terms.

- B. To the best of Developer's actual knowledge, there is no existing, pending, contemplated, threatened or anticipated condemnation of the Parcel.
- C. To the best of Developer's actual knowledge, there are no actions, suits, claims, assessments or proceedings pending, or to the actual knowledge of the Developer, threatened, which could materially adversely affect the ownership of the Parcel or the Developer's ability to perform hereunder. Except as set forth herein and as shown on the title report, the Developer has not granted any license, lease or other right relating to the use or possession of the Parcel and during the term of this Agreement, the Developer shall not grant or convey any easement, lease, license, permit or any other legal or beneficial interest in or to the Parcel without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 2.4 City's Representations and Warranties. The City hereby represents and warrants as follows:

- A. Authority. The City has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the City pursuant to this Agreement, and all required actions and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the City are and shall be duly authorized to sign the same on the City's behalf and to bind the City thereto. This Agreement and all documents to be executed pursuant hereto by the City are and shall be binding upon and enforceable against the City in accordance with their respective terms.
- B. Purpose. The City's intended purpose for the Parcel is to establish a trailhead for the trail which is being constructed by the Developer.

Section 2.5 Title Commitment. The Developer shall deliver to the City a commitment for an owner's title insurance policy for the Parcel. The Title Commitment shall show all matters affecting title to the Parcel, including all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances affecting the Parcel, and shall provide legible copies of all recorded documents constituting such exceptions. Prior to the expiration of the Due Diligence Period, established in Section 2.5, the City shall provide written notice to the Developer of any matter contained in the Title Commitment to which the City objects. Within ten (10) days following the Developer's receipt of such notice, the Developer, in its sole discretion, shall (a) use good faith efforts to remove or cure any such matter, or (b) notify the City that it cannot or will not remove such matter. In the event that the Developer cannot or

will not remove any such matter, the City may elect to either waive such matter or terminate this Agreement.

Section 2.6 Due Diligence and Right to Inspection. The City shall have a period of sixty (60) days to conduct, at its sole cost and expense, an inspection of the Parcel, to review the documents and reports provided or prepared, and to determine whether the Parcel is feasible for the City's intended use. The Developer hereby grants the City, its employees and agents access to the Parcel for the purpose of conducting inspections. However, the City shall indemnify and hold the Developer harmless from any and all liability, claims or expenses arising out of or in any way related to such inspection activities. The foregoing indemnification shall survive Closing or termination of this Agreement. In the event the City does not wish to acquire the Parcel, it shall notify the Developer, in writing, of its intention to not acquire it.

Section 2.7 Closing. Within ninety (90) days of execution of this Agreement, the Developer shall deliver to the City a special warranty deed conveying good and marketable title to the Parcel free and clear of all liens and encumbrances. Current real property taxes, assessments and personal property taxes with respect to the Parcel shall be prorated between the Developer and the City as of the date of closing.

Section 2.8 Re-transfer. If this Agreement's term expires before construction commences and is not renewed pursuant to Section 1.4, then the City shall convey title to the Parcel back to the Developer within ninety (90) days of the termination by special warranty deed, unless the Developer waives its right to re-transfer in writing.

### ARTICLE III

#### INSTALLATION OF IMPROVEMENTS

Section 3.1 Installation of the Improvements. The Developer shall install the Improvements in substantial conformance with the site plans, which ~~is~~are attached to this Agreement as Exhibit B, and which ~~is~~are incorporated to this Agreement by reference. The site plans include both the installation of the trail and the installation of a storm drain box and drain pipe, as designated in the plans. The Improvements shall be installed as per the City's engineering standards and specifications for public improvements.

Section 3.2 Engineering and Design. The cost and expense of engineering and design costs for the Improvements shall be borne by the Developer, and is included in the Project price, as provided in Article IV. The City shall participate in the planning process, and must give approval of the plan prior to the commencement of construction by the Developer.

Section 3.3 Bidding Requirements. The Developer shall obtain three bids from potential subcontractors for the installation of the Improvements and make its selection. The

bidding process shall comply with Utah Code Ann. § 11-39-103. The Developer shall submit the bids and its selection to the City. The City shall review the bids and approve the bid selection, so long as the bidding process complies with state law and city ordinances. The City's approval shall not be unreasonably withheld.

Section 3.4 Building Permit Costs. All costs associated with permit fees, inspections or other development fees imposed by any government entity other than the City shall be borne by the Developer, and is included in the Project price, as provided in Article IV. The City shall not assess building permit costs on this project.

Section 3.5 Timing of Construction. The Parties understand and agree that the installation of the Improvements must be timed with the completion of Phase III of the Subdivision, in order to preserve economy of scale. Thus, a specific deadline is not imposed by this Article.

Section 3.6 Acceptance of Improvements. The City shall conduct inspections of the Improvements to ensure it meets the City's standards and specifications. Upon final approval of the Improvements by the City's building official or his designee, the Improvements shall be deemed accepted by the City.

Section 3.7 Allocation of Risk. The Developer shall bear the expense and risk associated with the installation of the Improvements. Upon its acceptance by the City, the City shall bear all risk of maintenance and operation of the Improvements.

Section 3.8 Indemnification. The Developer shall indemnify and hold the City harmless from and against all claims, costs, losses and damages, including attorney fees, arising out of the construction of the Improvements, provided that: (1) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease, death, injury to tangible property, loss of use of property, including interruption of business; and (2) it is caused in whole or in part by any negligent act or omission of the Developer, its agents, subcontractors, suppliers or any other person for whom the Developer is responsible.

Upon the acceptance of the Improvements by the City, the City shall indemnify and hold the Developer harmless from and against all claims, costs, losses and damages, including attorneys fees, arising out of the maintenance or lack of maintenance of the Improvements, unless such a claim, cost, loss or damage arises out of the conduct of the Developer or its agents, which conduct is unrelated to the installation of the Improvements.

Section 3.9 Insurance. Before the Project is initiated CONTRACTOR shall deliver to CITY a certificate of insurance demonstrating that CONTRACTOR has in effect liability and other insurance appropriate to provide protection from claims arising from the Project resulting from the acts or omissions of CONTRACTOR, its agents or employees and all subcontractors or suppliers as well as their agents or employees, for whom CONTRACTOR may be liable. The

certificate of insurance will demonstrate that CONTRACTOR has, at minimum the following types of insurance coverage:

- i. workers' compensation;
- ii. liability and vehicle operator's insurance providing protection for claims arising from bodily injury, sickness or disease, death, damage to property, damage from business interruption and motor vehicle accidents. CONTRACTOR shall maintain coverage in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate, and must name the City as an additional insured.

The insurance shall be provided by an insurance carrier with a rating of A- or better as rated by AM Best. The certificate(s) of insurance shall be attached to this Agreement as Addendum C and incorporated by this reference.

Section 3.10 Warranty. The Developer shall warrant the Improvements for a period of one (1) year after they are accepted by the City. The City shall retain 10% of the total cost of construction for the Improvements in escrow during the warranty period, which shall be dealt with in the same manner as cash escrow for improvement completion assurances. In the event the City determines that there are hidden defects in the Improvements during the warranty period, the City shall provide written notice to the Developer of any defect prior to the expiration of the warranty period. The Developer shall correct the deficiency within sixty (60) days of notification, unless that period is extended by mutual agreement of the Parties. The warranty period for any corrected portions of the trail shall be extended for one (1) year after the correction is completed. If the Developer does not correct the deficiencies, the City shall apply the retention amounts toward the cost of repair. If the amount of the repairs or correction exceeds the amount retained by the City, it shall invoice the Developer with the balance of the City's actual costs. The Developer shall tender payment within thirty (30) days of receipt of the invoice.

## ARTICLE IV

### PAYMENT

Section 4.1 Project Price. The Project Price has not yet been determined. However, the parties agree that the Project Price shall not exceed one-hundred thousand dollars (\$100,000.00), without written consent from the City.

The Project Price shall equal the amount of the bid which is selected to install the trail and its related improvements, together with actual engineering or design costs, closing costs, title insurance acquisition costs, and applicable permit costs.

Section 4.2 Items Included in Price. The price is inclusive of the following:

- A. Transfer of the Parcel to the City;
- B. Closing costs for the Parcel;
- C. Acquisition of title insurance for the Parcel;
- D. Engineering and design costs for the trail;
- E. Costs of permits or inspections by other governmental entities, as applicable;
- F. Costs of bidding procedures; and
- G. Costs of construction.

All other costs incurred by either Party are to be borne by the Party.

Section 4.3 Invoice Upon Completion of Project. The Developer, upon completion and acceptance of the project, shall submit an itemized invoice to the City in an amount not exceeding the Project price, plus the reimbursable costs identified in Section 4.1. The City shall process the invoice and tender payment of the full amount within sixty (60) days of receipt of the invoice, unless insufficient impact fees have been collected from the Developer in connection with the Subdivision, in which case Section 4.3 shall apply. Unpaid balances which are not subject to Section 4.3 shall accrue interest at 5% per annum, compounded monthly.

Section 4.4 Delayed Payment. If the Parks, Trails, and Recreation Impact Fees collected from the Subdivision are insufficient to cover the total invoiced amount, the City shall tender an amount equal to the Parks, Trails and Recreation Impact Fees which have been collected from the Subdivision at the time of the invoice. The payment shall be accompanied by an accounting of the remaining amount to be paid. This amount shall be tendered to the Developer upon receipt of additional Parks, Trails, and Recreation Impact Fees collected from development which has occurred in the Subdivision. Nothing in this section authorizes the City to tender payment from any impact fees tendered by other developments or from any other fund to which other impact fees have been applied.

## ARTICLE V

### DEFAULT

Section 5.1 Default. If either Party defaults in the execution of its obligations under this Agreement, the other Party shall provide written notice of default to the defaulting Party, as provided in Section 6.8. The Party receiving notice shall have sixty (60) days to cure the default. If the default has not been cured by the conclusion of that period, the non-defaulting Party shall have access to the remedies established in this Article.

Section 5.2 Remedies. The parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the parties shall have the rights and remedies available at law and in equity, including injunctive relief, specific performance and collection of unpaid obligations. Any delay by a Party in instituting or prosecuting any such actions or

proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

Section 5.3 No damages. The remedies permitted under this Agreement shall not include the recovery of damages, including but not limited to consequential damages, compensatory damages, punitive damages, incidental damages or otherwise.

Section 5.4 Mutual Termination. The Parties may terminate this Agreement by mutual Agreement, subject to the terms and conditions of termination which are agreed upon between the Parties.

Section 5.5 Failure to Obtain Permission to Build in Rocky Mountain Corridor. The City's failure to obtain permission or rights to construct the trail on the property owned by Rocky Mountain Power by the conclusion of the term of this Agreement shall result in the automatic termination of this Agreement, without any penalty to either Party.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

Section 6.1 Government Record. This Agreement and all documents referenced in this Agreement or made a part hereof shall be subject to the provisions of the Utah Government Records Access and Management Act, and shall be designated as "public" upon execution of the Agreement.

Section 6.2 Governmental Immunity. The City is a body Corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101, et seq. (the "Act"). The Developer acknowledges and agrees that nothing contained within this Agreement shall be construed in any way to modify (whether to increase or decrease), the limits of liability set forth in that Act or the basis for liability as established in the Act.

Section 6.3 No Agency. No agent, employee or servant of the Developer or the City is or shall be deemed to be an employee, agent or servant of the other Party. None of the benefits provided by any Party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to employees, agents, contractors or servants of the other Party. The Parties shall be solely and entirely responsible for their respective acts and for the acts of their respective agents, employees, contractors and servants throughout the term of this Agreement. The Parties shall each make all commercially reasonable efforts to inform all persons and entities with whom they are involved in with Agreement to be aware that the Developer and its contractors are independent from the City.

Section 6.4 Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of a officer or employee of the City, or relative or business entity of a former officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies or private enterprises regularly engaged in the business of representing companies in incentive negotiations; (c) breached any of the ethical standards set forth in Utah Municipal Officers' and Employees' Ethics Act (Utah Code Ann. § 10-3-1301 et seq.); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officers or employees of the City to breach any of the ethical standards set forth in State statute or the City ordinances.

Section 6.5 No Officer or Employee Interest. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer or any member of any of such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer.

Section 6.6 Compliance with Laws. Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by any Party of applicable law shall constitute an event of default under this Agreement.

Section 6.7 Non-Discrimination. The Developer, and all persons acting on its behalf, agree that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

Section 6.8 Notices. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal or hand delivery, by confirmed facsimile transmission, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

CITY: City Manager  
Syracuse City Municipal Building  
1979 West 1900 South  
Syracuse, UT 84075

With a Copy to: City Attorney  
Syracuse City Municipal Building  
1979 West 1900 South  
Syracuse, UT 84075

DEVELOPER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section 6.9 Time. The Parties agree that time is of the essence in the performance of this Agreement and each and every term and provision hereof.

Section 6.10 Governing Law. This Agreement shall be governed by the laws of the State of Utah. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Davis County, State of Utah.

Section 6.11 Entire Agreement. The Parties acknowledge and agree that this Agreement constitutes the entire integrated understanding between the City and the Developer, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to his Agreement, except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, executed by both Parties.

Section 6.12 No Third-Party Beneficiaries. Notwithstanding any mention of third parties in this Agreement, nothing in this Agreement shall be intended to provide or convey any actionable right or benefit to or upon any person or persons other than the Developer and the City. Except as otherwise specifically provided in this Agreement, each party shall bear its own costs and expenses (including legal and consulting fees) in connection with this Agreement and the negotiation of all agreements, including without limitation the Agreement, and preparation of documents contemplated by this Agreement.

Section 6.13 Miscellaneous. In addition to the foregoing, the parties to this Agreement agree as follows:

- A. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver

constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the party making the waiver.

- B. This Agreement shall be binding upon, and shall inure to the benefit of the parties to it and their respective successors and assigns.
- C. In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.
- D. The Parties agree to use reasonable diligence to fulfill their respective obligations under this Agreement at all times that this Agreement is in effect.
- E. All obligations of the Parties set forth in this Agreement which are contemplated to be performed or satisfied after the closing or acceptance of the improvements shall survive the closing and acceptance.
- F. Except as otherwise provided in this Agreement, whenever a period of time in this Agreement prescribed for action to be taken by a Party, said Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to a Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests:
  - a. The act or event prevents a Party, in whole or in part, from:
    - i. Performing its obligations under this Agreement or another specified Agreement; or
    - ii. Satisfying any conditions to the obligations under this Agreement.
  - b. The act or event is beyond the reasonable control of and not primarily the fault of a Party; and
  - c. A Party has been unable to avoid or overcome the act or event by the exercise of commercially reasonable due diligence.

In furtherance of such definition, each of the following acts and events are deemed to be Force Majeure Events: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist acts, military action, epidemic, famine or plague, action of a court or public authority, or strike, work-to-rule action, go-slow or similar labor difficulty, and such failure, standing alone, prevents the Party from fulfilling one or more of its obligations under this Agreement. The following shall not be deemed a Force Majeure Event: economic hardship, changes in market conditions, insufficiency of revenues or funds, or the financial condition of a Party.

Section 6.14 Status Verification System. CONTRACTOR hereby certifies that it is registered and participates in a Status Verification System, as defined by Utah Code Ann. § 63G-12-301, in order to verify the work eligibility of its employees. CONTRACTOR is solely responsible for ensuring registration and participation in the Status Verification System.

CONTRACTOR also certifies that any subcontractor employed by CONTRACTOR is also enrolled and participates in a Status Verification System. CONTRACTOR will provide, within five days of request by the CITY, proof of enrollment and participation in the system.

(Signatures appear on next page)

-Remainder of Page left intentionally blank-

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year recited above.

CITY:

DEVELOPER:

\_\_\_\_\_  
Mayor Terry Palmer

\_\_\_\_\_  
Signature  
Ivory Development, LLC

ATTEST:

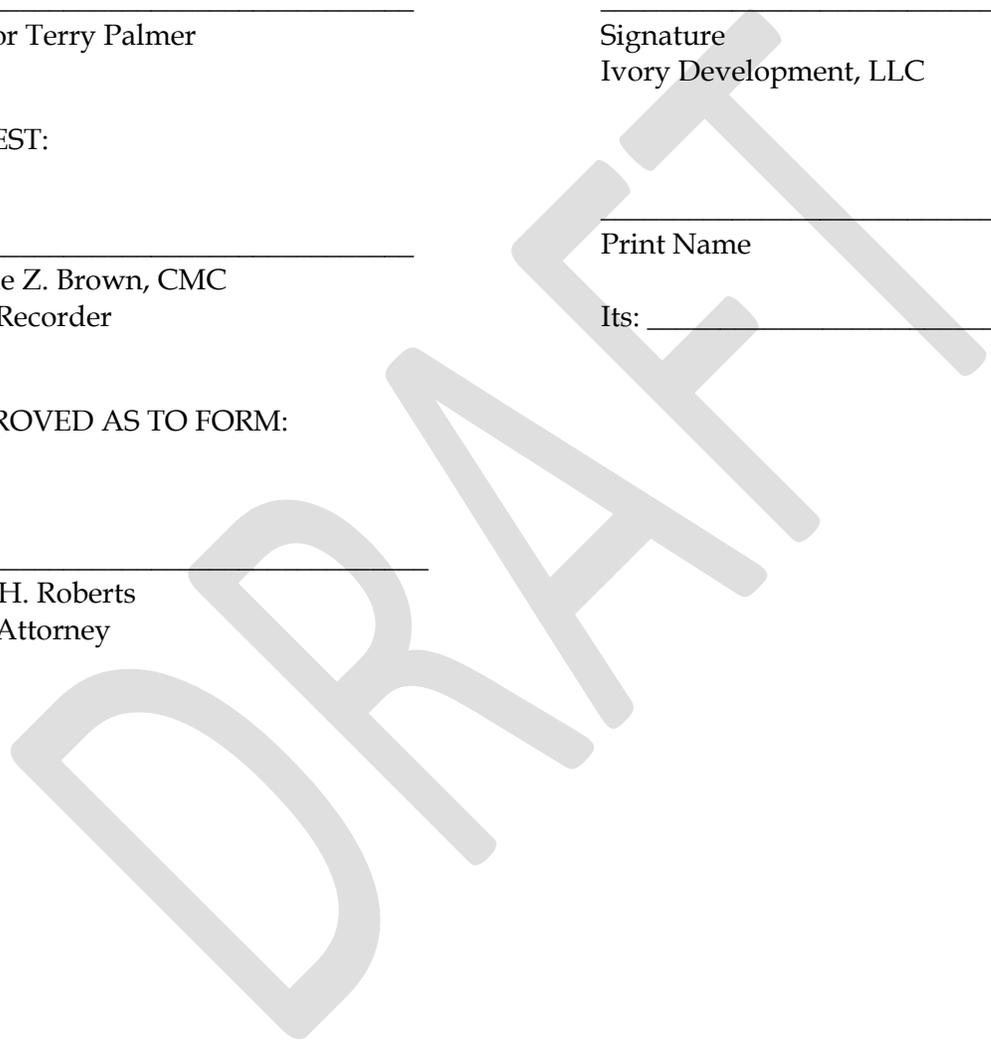
\_\_\_\_\_  
Cassie Z. Brown, CMC  
City Recorder

\_\_\_\_\_  
Print Name

Its: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Paul H. Roberts  
City Attorney



## EXHIBIT A

### PROPERTY DESCRIPTION

Parcel Serial Number 12-766-0004

ANY OF LOT 2, NINIGRET FIELD, A COMMERCIAL SUB THAT LIES WITHIN THE FOLLOWING DESC PPTY CONV IN SPECIAL WARRANTY DEED RECORDED 09/11/2013 AS E# 2765652 BK 5850 PG 727: PART OF THE S 1/2 OF SEC 3-T4N-R2W, SLM, DESC AS FOLLOWS: COM AT THE S 1/4 COR OF SD SEC 3; TH N 89°56'55" W 642.24 FT ALG THE S LINE OF SD SEC; TH N 00°03'05" E 33.00 FT TO THE POB; TH N 00°10'03" E 661.18 FT ALG THE E LINE OF PPTY DESC IN THE DEED RECORDED IN E# 1021678 BK 1588 PG 130; TH S 89°56'56" E 1556.06 FT; TH S 13°11'42" E 250.46 FT ALG THE W LINE OF THE PPTY DESC IN THE DEED RECORDED IN E# 626040 BK 919 PG 699; TH S 26°52'08" E 364.48 FT ALG SD W LINE; TH S 72°12'57" W 302.21 FT ALG THE S LINE OF LOT 2, NINIGRET FIELD, TO THE N LINE OF 700 SOUTH STR; TH N 89°56'17" W 849.87 FT ALG SD N LINE; TH N 89°56'55" W 642.24 FT ALG SD N LINE TO THE POB. CONT. 1.00 ACRE (SPLIT FOR TAXING PURPOSES.)

EXHIBIT B

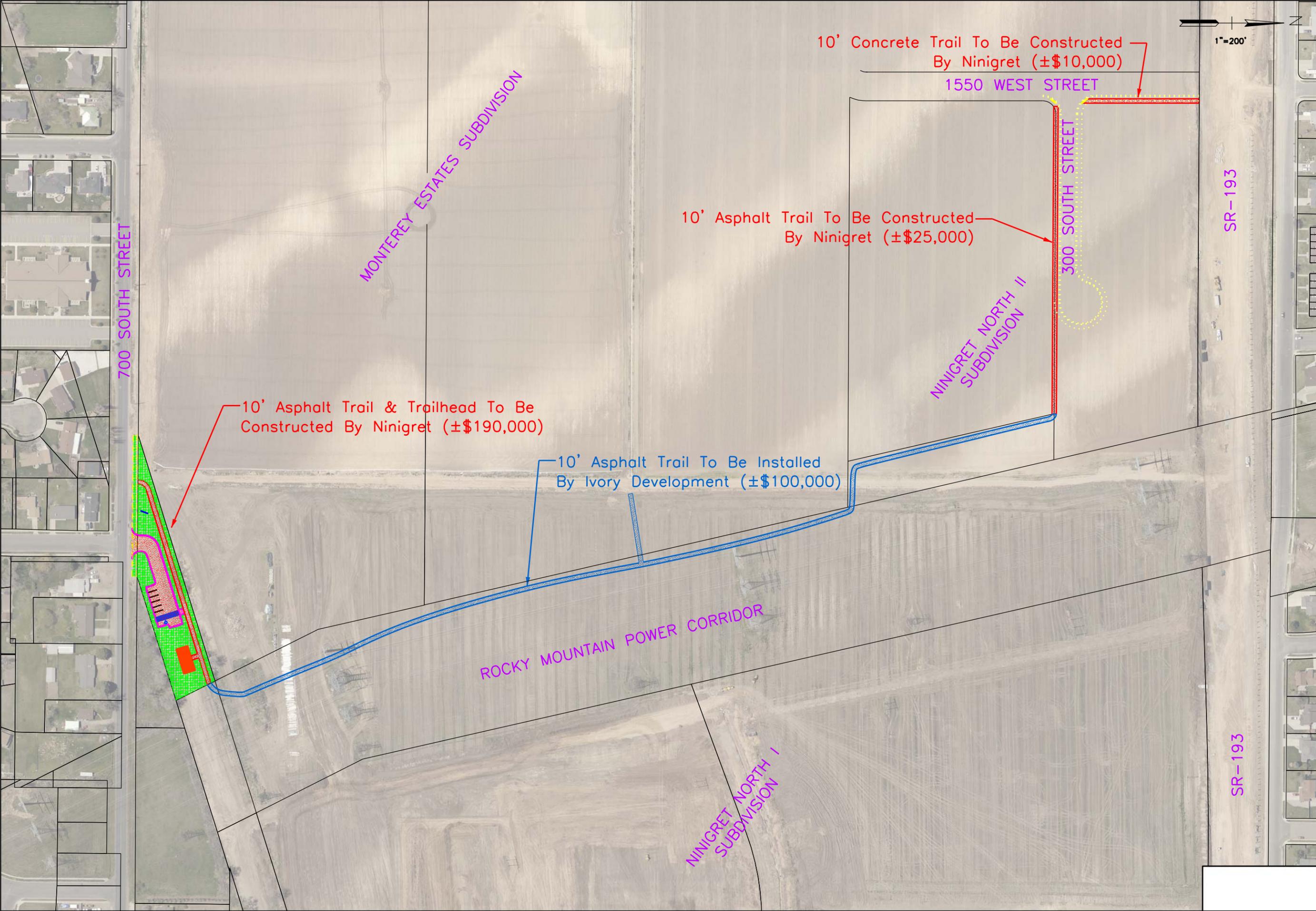
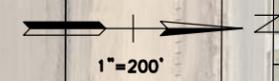
SITE PLANS

DRAFT

EXHIBIT C

INSURANCE CERTIFICATE(S)

DRAFT



700 SOUTH STREET

MONTEREY ESTATES SUBDIVISION

NINIGRET NORTH II  
SUBDIVISION

10' Asphalt Trail To Be Constructed  
By Ninigret (±\$25,000)

10' Concrete Trail To Be Constructed  
By Ninigret (±\$10,000)

1550 WEST STREET

300 SOUTH STREET

SR-193

SR-193

ROCKY MOUNTAIN POWER CORRIDOR

NINIGRET NORTH I  
SUBDIVISION

10' Asphalt Trail & Trailhead To Be  
Constructed By Ninigret (±\$190,000)

10' Asphalt Trail To Be Installed  
By Ivory Development (±\$100,000)

700 SOUTH TO SR-193 TRAIL  
TRAIL - 700 SOUTH TRAILHEAD PARKING LOT TO  
SR-193 / 1550 WEST STREET





700 SOUTH TO SR-193 TRAIL  
700 SOUTH TRAILHEAD PARKING LOT

Trailhead To Be  
Constructed By Ninigret

10' Asphalt Trail

Fitness Equipment

Landscaping

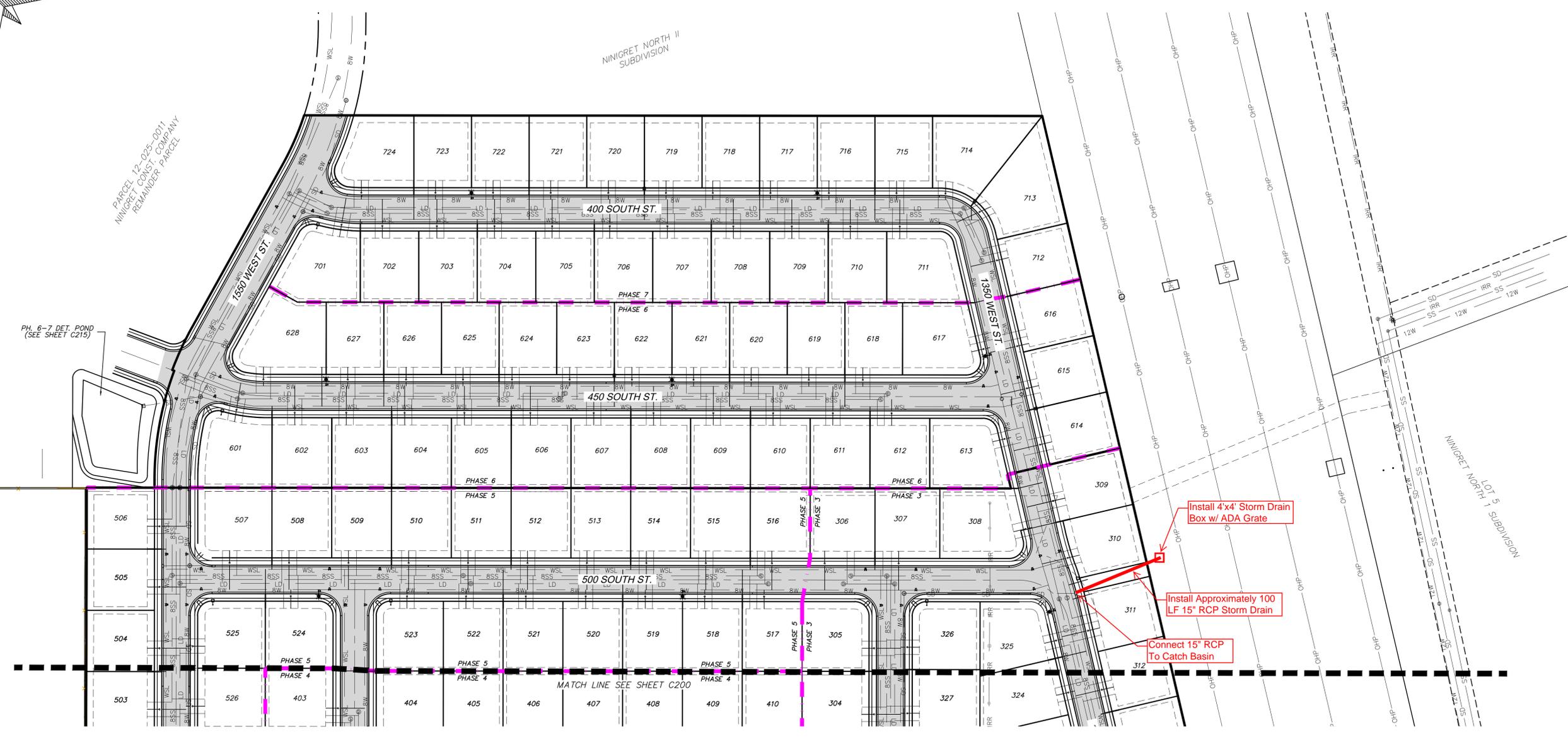
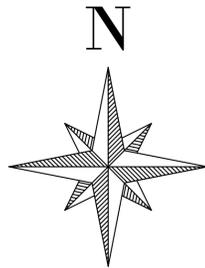
Asphalt Parking Lot

Welcome To Syracuse City Sign

700 SOUTH STREET

1350 WEST STREET





PH. 6-7 DET. POND  
(SEE SHEET C215)

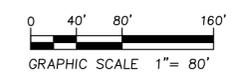
PARCEL 12-025-0011  
NINIGRET CONT. COMPANY  
REMAINDER PARCEL

MATCH LINE SEE SHEET C200

Install 4'x4' Storm Drain  
Box w/ ADA Grate

Install Approximately 100  
LF 15" RCP Storm Drain

Connect 15" RCP  
To Catch Basin



| NO. | DATE    | DESCRIPTION                                   |
|-----|---------|-----------------------------------------------|
| 1   | 3-27-14 | INCORPORATE CITY ENGR. COMMENTS DATED 2-28-14 |
| 2   | 5-06-14 | MINOR SEWER REVISIONS                         |
| 3   | 6-05-14 | MINOR LAND DRAIN & STORM WATER REVISIONS      |
| 4   | 9-18-14 | REVISED NORTH DAVIS SEWER DIST. DETAILS       |
| 5   | 3-27-15 | ADD PHASES 6 & 7                              |

SHEET DESCRIPTION:  
**OVERALL SITE /  
PHASING PLAN  
(NORTH)**

**MONTEREY ESTATES  
1525 W 700 S  
SYRACUSE, UT**

**CL**  
Cache • Landmark  
Engineers  
Surveyors  
Planners  
1011 West 400 North  
Suite 130  
Logan, UT 84321  
435.713.0099

DATE:  
27 MARCH 2015  
SCALE:  
1" = 80'  
CALCULATED BY:  
S. EARL  
CHECKED BY:  
L. ANDERSON  
APPROVED BY:  
S. EARL  
PROJECT NUMBER:  
13009SYR

**C205**



# COUNCIL AGENDA

November 10, 2015

## Agenda Item “d” Water Conservation Plan

### *Factual Summation*

- Please direct any questions regarding this agenda item to Public Works Director Robert Whiteley or Water Superintendent Ryan Mills.
- The Utah Division of Water Resources has been charged with the administration of the Utah Water Conservation Plan Act (UCA 73-10-32), which requires each water district and public water system to submit a water conservation plan with updates every five years.
- The current plan was completed in 2010. The updated plan must be complete and submitted by Dec 31, 2015 in order to remain in compliance. This was mentioned in the April 28, 2015 city council work session. The draft was first presented to the council in a work session on Oct 27, 2015.
- The main purpose of the water conservation plan is to reduce the per capita water use in order to support the statewide goal of reducing 25% by the year 2025. The water conservation plan is a written document that contains existing and proposed water conservation measures describing what will be done by retail water providers, water conservancy districts, and the end user of water to help conserve water and limit or reduce its use in the state in terms of per capita consumption so that adequate supplies of water are available for future needs.
- This plan must address water conservation for both culinary and secondary water.
- A draft has been prepared for discussion. Resources used for the draft include the 2010 plan, current water data, current population data and updated projections, as well as plan recommendations checklist generated from the state.

### *Recommendations*

- Adopt an updated water conservation plan by resolution.

**RESOLUTION R15-36**

**A RESOLUTION OF THE SYRACUSE CITY COUNCIL ADOPTING THE WATER CONSERVATION PLAN PREPARED IN NOVEMBER 2015.**

**WHEREAS**, the City provides culinary and secondary water to residents and businesses located within the city; and

**WHEREAS**, water is a scarce and valuable resource; and

**WHEREAS**, the city must, pursuant to Utah State law, prepare and submit a conservation plan to the Utah Division of Water Resources; and

**WHEREAS**, the Syracuse City Corporation Water Conservation Plan has been prepared by the City Public Works Director; and

**WHEREAS**, the Plan correctly states the goals and purposes of this Council as it relates to the conservation and distribution of water,

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

**Section 1. Adoption.** The Syracuse City Corporation Water Conservation Plan, prepared in November 2015 and which is attached to this resolution as Exhibit A, is adopted as this jurisdiction's plan for water conservation, as required by the Utah Division of Water Resources.

**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 10<sup>th</sup> DAY OF NOVEMBER, 2015.**

**SYRACUSE CITY**

ATTEST:

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

By: \_\_\_\_\_  
Terry Palmer, Mayor

# **SYRACUSE CITY CORPORATION**

Syracuse, Utah



**Water Conservation Plan**  
November 2015

# **SYRACUSE CITY CORPORATION**

Syracuse, Utah

## **Water Conservation Plan**

November 2015

Prepared by:

Robert Whiteley, PE  
Public Works Director

SYRACUSE CITY CORPORATION  
Water Conservation Plan

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## **1.0 Description of Syracuse City and its Water System**

---

### **1.1 Introduction**

In response to the rapid growth occurring throughout the State of Utah, Syracuse City citizens and leaders are becoming concerned for the future cost and availability of water supply. A similar concern has been demonstrated by the state legislator in the Water Conservation Plan Act (House Bill 71) passed and revised in the 2004 legislative session (Section 73-10-32 Utah Code Annotated). This water conservation plan is written to address the concerns of leaders and citizens of both Syracuse City and the State of Utah.

### **1.2 Location, Land Use, and Vision**

Syracuse City is located in Davis County on the shore of the Great Salt Lake. Neighboring cities are Layton, Clearfield, and West Point situated along the north and east borders of Syracuse. Unincorporated county lands lie south and west of Syracuse where development is sparse or non-existent.

Land use in Syracuse is predominantly residential. There are some agriculture, commercial, and industrial uses that currently exist. The city's vision is to steadily increase residential and commercial as demands continue. As regional transportation routes continue to expand through the city in the future, residential and commercial growth is anticipated.

Current population is approximately 26,639. The city's administrators and leaders take great pride in meeting the ongoing needs of its citizens; as a result, a thoroughly-planned and well maintained water system is a high priority. Currently, the water system provides water to 7245 residential and 116 non-residential connections. Non-residential users are not categorized individually, yet they include: commercial, institutional, and industrial.

Syracuse City has a significant amount of developable land to sustain growth for many years to come. Currently, approximately 3,171 acres out of a total of 6,111 acres (52%) within the city limits are still developable. Approximately 40% of the developable area is planned to be residential,

while the remaining land is planned as non-residential. The city currently owns 125 acres of park land, of which 96 acres have been developed. As Syracuse continues to grow, the city will continue to strategically plan for the increased water needs and continue to develop the water system to provide water efficiently and effectively. Considering the 2,910 acres of developed land in the city, 81% is residential, 10% is commercial, 7% is institutional, and 2% is parks.

### 1.3 Culinary Water Sources

Syracuse City receives culinary water from two sources: Weber Basin Water Conservancy District (WBWCD) and Well #3. This has supplied all of the water required to meet demands on the culinary system. A summary of culinary water source limits based upon current contract limits with Weber Basin and the maximum approved yield for Well 3 are shown in Table 1.3A.

**Table 1.3A: Culinary Water Limit**

| Source      | gpm   | cfs  | Acre-feet |
|-------------|-------|------|-----------|
| Weber Basin | 2,400 | 5.35 | 3,874     |
| Well 3      | 1,933 | 4.31 | 3,120     |
| Total       | 4,333 | 9.65 | 6,994     |

Under current water rights, Syracuse is entitled to withdraw 2,193 gpm from underground aquifers. As mentioned above, the safe yield of the active well is 1,933 gpm, but the pump is rated at a maximum flow rate of 1,600 gpm. Including our contracted water of 2,400 gpm from Weber Basin, the total water entitlement is 4,593 gpm. This flow converts to 7,412 acre-feet annually.

**Table 1.3B: Culinary Water Rights**

| Well | Water Right  | cfs           | gpm         | Acre-feet   |
|------|--------------|---------------|-------------|-------------|
| 1    | 31-2207      | 0.21          | 94          | 151.7       |
| 1    | 31-3203      | 0.35          | 157         | 253.4       |
| 2    | 31-0745      | 1.3           | 583         | 941         |
| 3    | 31-2768      | 0.5           | 224         | 361.6       |
| 3    | 31-3524      | 0.027         | 12          | 19.4        |
| 4    | 31-3996      | 2.5           | 1122        | 1,811       |
|      | Subtotal     | 4.887         | 2193        | 3538        |
|      | Weber Basin  | 5.348         | 2400        | 3874        |
|      | <b>Total</b> | <b>10.235</b> | <b>4593</b> | <b>7412</b> |

## 1.4 Secondary Water Sources

Syracuse City owns and operates a secondary water system to provide irrigation for outdoor watering. Secondary water comes from contracted water, surface water rights, and irrigation shares, as shown in Table 1.4A.

**Table 1.4A: Secondary Water Limit**

|             | Davis & Weber |                | Weber Basin  |          | Water Right | Total  |
|-------------|---------------|----------------|--------------|----------|-------------|--------|
|             | West Branch   | Clearfield Irr | Layton Canal | Contract | 31-5207     | Ac-ft  |
| Shares      | 655           | 160            | 1133         | 1113     |             |        |
| Ac-ft/Share | 6             | 6              | 1            | 1        |             |        |
| Ac-ft       | 3930          | 960            | 1133         | 1113     | 3620        | 10,756 |

There are also 18 shares of Hooper Irrigation water that the city owns, but is unable to use without infrastructure upgrades or agreements to put the water to use in the system. These shares are rented to other users at the annual assessment cost. This allows the city to retain the shares for potential use in the future, without bearing the annual expense of irrigation assessments.

## 1.5 Water Budget

Table 1.5A shows the amount of water delivered into the water system and the metered outflows to end-users from 2010 to present day as well as projecting into the future.

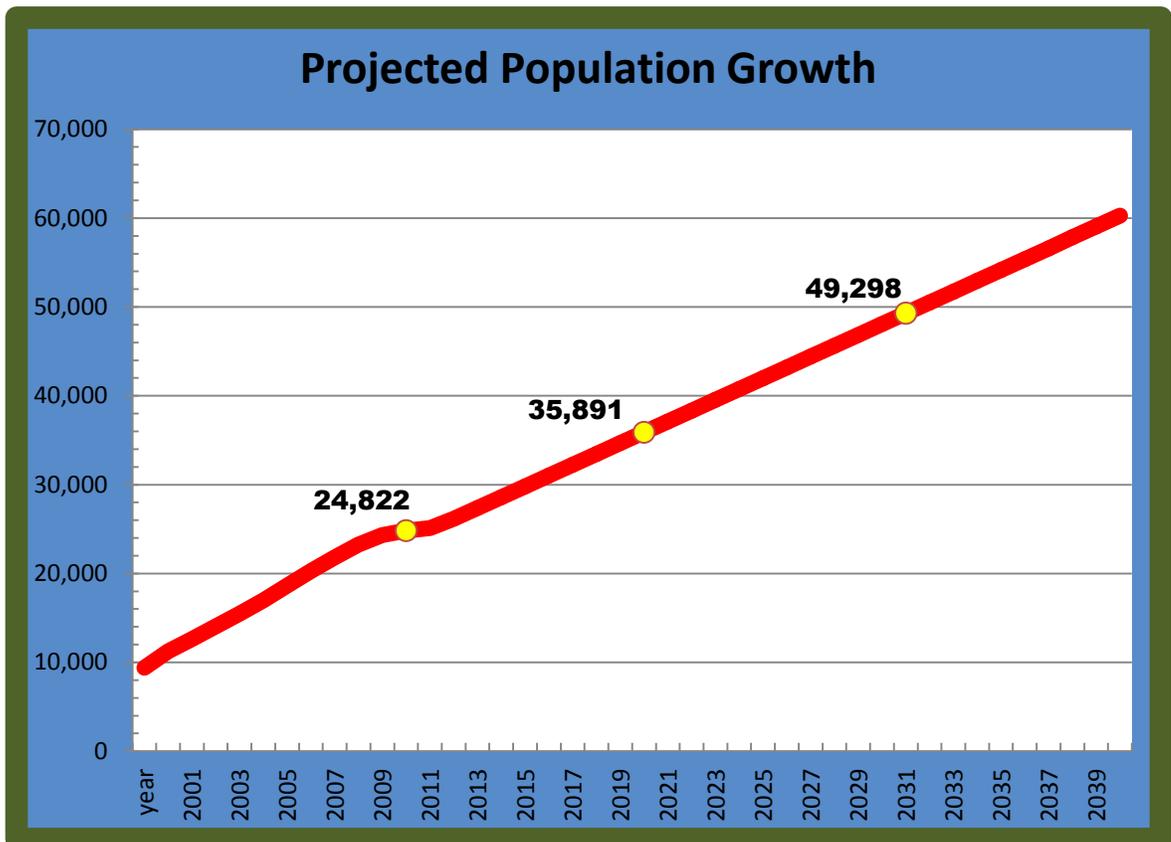
**Table 1.5A: Estimated Culinary Water Use**

| Year | Inflow   |            |            |              | Outflow |       |       | Difference |
|------|----------|------------|------------|--------------|---------|-------|-------|------------|
|      | WB (gpm) | WB (AF/Yr) | Well (gpm) | Well (AF/Yr) | MGD     | MG/Yr | AF/Yr | AF/Yr      |
| 2010 | 2,400    | 3,871      | 1,600      | 2,581        | 1.331   | 486   | 1,491 | 4,961      |
| 2011 | 2,400    | 3,871      | 1,600      | 2,581        | 1.466   | 535   | 1,642 | 4,810      |
| 2012 | 2,400    | 3,871      | 1,600      | 2,581        | 1.604   | 585   | 1,797 | 4,656      |
| 2013 | 2,400    | 3,871      | 1,600      | 2,581        | 1.705   | 622   | 1,910 | 4,542      |
| 2014 | 2,400    | 3,871      | 1,600      | 2,581        | 1.928   | 704   | 2,160 | 4,293      |
| 2015 | 2,400    | 3,871      | 1,600      | 2,581        | 2.200   | 803   | 2,464 | 3,988      |
| 2020 | 2,400    | 3,871      | 1,600      | 2,581        | 3.700   | 1,351 | 4,145 | 2,308      |
| 2025 | 2,400    | 3,871      | 1,600      | 2,581        | 4.300   | 1,570 | 4,817 | 1,636      |
| 2030 | 2,400    | 3,871      | 1,600      | 2,581        | 5.000   | 1,825 | 5,601 | 851        |
| 2035 | 2,400    | 3,871      | 1,600      | 2,581        | 5.600   | 2,044 | 6,273 | 179        |
| 2040 | 2,400    | 3,871      | 2,193      | 3,538        | 6.300   | 2,300 | 7,057 | 352        |
| 2045 | 2,400    | 3,871      | 2,193      | 3,538        | 7.000   | 2,555 | 7,842 | -432       |
| 2050 | 2,400    | 3,871      | 2,193      | 3,538        | 7.700   | 2,811 | 8,626 | -1,217     |

It is anticipated that build-out conditions will occur at approximately 60,000 which is estimated around the year 2040. If this is the case, water supplies will need to be developed around 2030 to utilize full water rights. If population continues to rise beyond 60,000 due to city boundary expansions or zoning changes in the General Plan, then a water deficit will begin. At that point, additional water sources will be required unless conservation efforts are able to offset the demand.

### 1.6 Current Water Use and Future Water Needs

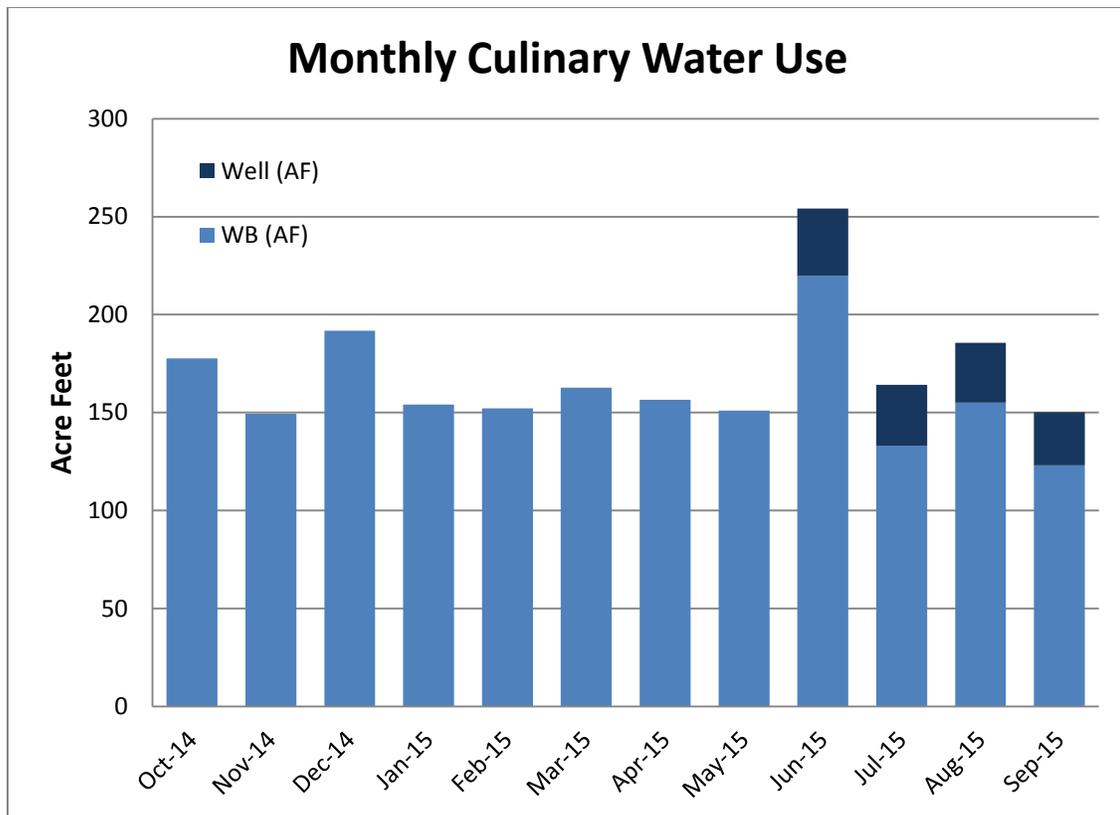
In 2014, Syracuse population of 25,775 used 1,928,000 gallons of culinary water. This amounts to 75 gallons per capita each day (gpcd). This is much lower than the 2010 statewide average of 185 gpcd.



Syracuse City is continuing to experience growth at a rate of 3% to 4% annually. It is projected that growth rate will slow to around 2% as build-out conditions are approached. Population projections through the year

2040 indicate a potential of approximately 60,000 persons, which is the projected buildout for the city based upon the city's current general plan.

Each month the demand for culinary water is between 150 to 200 acre feet. This is indicated on the following graph. The graph shows a spike in June, which was due to system flushing related to a water contamination event.



Syracuse City owns and operates a separate pressurized irrigation system for outdoor watering purposes. The untreated water is delivered from Davis and Weber Canal and from Layton Canal at a metered rate based upon shares owned by Syracuse City. This water is delivered unmetered to users. In 2015, the supply of secondary water based upon water shares, contracted water, and considering drought reductions was 5,180 acre feet. Considering a population of 26,639 and 168 watering days in the season, the average gallons of secondary water used per capita is approximately 377gpcd. The statewide average is 55 gpcd of secondary water use.

## **2.0 Water Problems, Conservation Measures, and Goals**

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### **2.1 Goal #1: Public Education, 10% reduction**

Public education of water conditions, supplies, demands, and conservation has been increasing and continues to be desired. Consideration may be given to promote conservation of outdoor watering demands by: reviewing the city recommended tree list and recommending trees that are low water users; encouraging participation in local conservation gardening classes and events; providing resources from local and state agencies on conservation practices, such as drought-tolerant planting, xeriscape, or other low-water techniques; public recognition may be given to those who have incorporated water conservation practices into their landscape.

### **2.2 Goal #2: Convert outdoor culinary watering to secondary system, 2% reduction**

All households outside the city limits who receive culinary water service from the city and have not hooked up to the secondary water system are using culinary water for their outdoor irrigation. As annexation occurs where existing houses are annexed into the city, their connection to the city's secondary water system will reduce the demand upon the culinary water system during the summer months.

### **2.3 Goal #3: Supply and Demand Accuracy, 3% reduction**

The recent drought years have created a greater need to measure supply and demand with improved accuracy. Installing meter equipment at each reservoir site will improve the accuracy of water supply and demand.

## **3.0 Current Conservation Practices**

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### **3.1 Water Conservation Contingency Plan**

Syracuse has put into practice conservation measures for secondary water use during drought conditions experienced in 2013 and 2015 when water supplies have been low. During both of these years, supplies were reduced 25%. Conservation measures that were implemented focused on providing information to the public using numerous outreach methods. These methods have included the following:

- a. Public Education  
Conservation tips and information was sent to the public during the months of May through August using website, newsletters, and social media.
- b. Town Hall Meeting  
On July 22, 2015 a Town Hall Meeting was held to inform the public and press about the secondary water system supply and demands. Conservation measures were discussed and ideas were shared among the participants.
- c. City Council Meeting  
On May 26, 2015, the city council held a discussion in a work session concerning water conservation. It was recommended that the city educate the public and provide a recommended watering schedule.
- d. Night Out Against Crime  
On August 5, 2015 a water conservation booth was set up among other booths during an event hosted by the Syracuse Police Department inviting all public to participate at no cost. Water conservation measures were discussed with the public, informational brochures available online through the State of Utah Slow the Flow campaign, beach balls imprinted with water conservation messages were handed out, and a hands-on activity showing how water pressure works was performed.
- e. Heritage Days Parade  
In 2015, beach balls having imprinted messages of water conservation were handed out from one of the parade entrants. In 2013, a banner was attached to the fire truck with a water conservation message.
- f. Banners  
A dozen banners were posted throughout the city in 2013 with a water conservation message.

- g. Television  
Fox News ran a story specific to Syracuse water conservation efforts on May 4, 2015. They ran another story on July 22, 2015 related to the Town Hall Meeting.
- h. Newspaper  
Standard Examiner ran stories on May 27, 2015, July 18, 2015, and July 23, 2015 regarding conservation meetings held at the city.
- i. Recommended Watering Schedule  
A watering schedule was implemented recommending watering two days a week for 20 to 30 minutes per setting. This has been in place since 2013.
- j. Overwatering Notification  
Individuals expressing concerns of overwatering were able to notify the city anonymously of properties using excessive water. The city responded by hanging a notice at the door to offer a reminder of the need to conserve water as well as conservation tips and the recommended watering schedule.

The following table shows actual secondary water use during the last three years. The gallons per capita per day (gpcd) over the past three years varies between 377 and 486, having an average of 415 gpcd for outdoor watering.

| Year | Population | Demand (AF) | gpcd     |
|------|------------|-------------|----------|
| 2013 | 25118      | 4952        | 382.3629 |
| 2014 | 25775      | 6466        | 486.5385 |
| 2015 | 26639      | 5180        | 377.1308 |

### 3.2 Water Education

Syracuse City values the practice of educating the public for water conservation and will continue to do so by using many of the methods described in the contingency plan. The city provides information available through local water suppliers as well as the State. These are shared as links on the city's website.

Some tips for outdoor water use may include:

- Water landscape only as much as required by the type of landscape, and the specific weather patterns of your area, including cutting back on watering times in the spring and fall. We encourage our customers to utilize the weekly lawn watering guide located at [www.conservewater.utah.gov](http://www.conservewater.utah.gov).
- Group plants in terms of water need, and zone sprinkler systems accordingly.
- Encourage customers to alter parking strips by allowing more water-wise plantings.
- Do not water on hot, sunny, and/or windy days. You may actually end up doing more harm than good to your landscape, as well as wasting a significant amount of water.
- Sweep sidewalks and driveways instead of using the hose to clean them off.
- Wash your car from a bucket of soapy (biodegradable) water and rinse while parked on or near the grass or landscape so that all the water running off goes to beneficial use instead of running down the gutter to waste.
- Check for and repair leaks in all pipes, hoses, faucets, couplings, valves, etc.
- Verify there are no leaks by turning everything off and checking your water meter to see if it is still running. Some underground leaks may not be visible due to draining off into storm drains, ditches, or traveling outside your property.
- Use mulch around trees and shrubs, as well as in your garden to retain as much moisture as possible. Areas with drip systems will use much less water, particularly during hot, dry and windy conditions.
- Keep your lawn well-trimmed and all other landscaped areas free of weeds to reduce overall water needs of your yard.

Some tips for indoor water use may include:

- Do not use your toilet as a wastebasket. Put all tissues, wrappers, diapers, cigarette butts, etc. in the trashcan.

- Check the toilet for leaks. Is the water level too high? Put a few drops of food coloring in the tank. If the bowl water becomes colored without flushing, there is a leak.
- If you do not have a low volume flush toilet, put a plastic bottle full of sand and water to reduce the amount of water used per flush. However, be careful not to over conserve to the point of having to flush twice to make the toilet work. Also, be sure the containers used do not interfere with the flushing mechanism.
- Take short showers with the water turned up only as much as necessary. Turn the shower off while soaping up or shampooing. Install low flow showerheads and/or other flow restriction devices.
- Do not let the water run while shaving or brushing your teeth. Fill the sink or a glass instead.
- When doing laundry, make sure you always wash a full load or adjust the water level appropriately if your machine will do that. Most machines use 40 gallons or more for each load, whether it is two socks or a week's worth of clothes.
- Repair any leak within the household. Even a minor slow drip can waste up to 15 to 20 gallons of water a day.
- Know where your main shutoff valve is and make sure that it works. Shutting the water off yourself when a pipe breaks or a leak occurs will not only save water, but also eliminate or minimize damage to your personal property.
- Keep a jar of water in the refrigerator for a cold drink instead of running water from the tap until it gets cold. You are putting several glasses of water down the drain for one cold drink.
- Plug the sink when rinsing vegetables, dishes, or anything else; use only a sink full of water instead of continually running water down the drain.

## **4.0 Current Pricing Structure**

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### **4.1 Culinary Water Rates**

Syracuse City has four categories of water rates: business, resident with secondary water, resident without secondary water, and non-resident culinary water. Our current water rates system came from three important

necessities: 1) to show the value of water and our need to conserve; 2) to encourage the residents who currently use culinary water for their outdoor use to take advantage of our secondary water system as a cost savings; and 3) encourage any non-residents who use culinary water for outdoor use to annex into the city and connect to secondary water.

In the process of balancing the costs of operating the culinary water system to the unique economic, political, and social environments in which the city provides its service, it has been discovered that for many years, the system has not been covering the necessary cost for providing these services. Based on the characteristics of the system, capital and operating costs, as well as the ability to access secondary water, the following rates have been developed:

| <b>MONTHLY BUSINESS WATER RATES</b>                             |                                                    |
|-----------------------------------------------------------------|----------------------------------------------------|
| First 10,000 gallons                                            | \$16.50                                            |
| 10,001 to 30,000 gallons                                        | \$16.50 + \$1.65/ 1,000 gallons                    |
| 30,001 to 40,000 gallons                                        | \$16.50 + \$33 + \$2.05/ 1000 gallons              |
| Above 40,000 gallons                                            | \$16.50 + \$33 + \$20.50 + \$2.65/ 1000 gallons    |
| <b>MONTHLY RESIDENT RATES WITH ACCESS TO SECONDARY WATER</b>    |                                                    |
| First 8,000 gallons                                             | \$16.50                                            |
| 8,001 to 15,000 gallons                                         | \$16.50 + \$2.05/ 1000 gallons                     |
| Above 15,000 gallons                                            | \$16.50 + \$14.35 + \$2.45/ 1000 gallons           |
| <b>MONTHLY RESIDENT RATES WITHOUT ACCESS TO SECONDARY WATER</b> |                                                    |
| First 8,000 gallons                                             | \$16.50                                            |
| 8,001 to 15,000 gallons                                         | \$16.50 + \$2.20/ 1000 gallons                     |
| 15,001 to 20,000 gallons                                        | \$16.50 + \$15.40 + \$2.75/ 1000 gallons           |
| Above 20,000 gallons                                            | \$16.50 + \$15.40 + \$41.25 + \$4.10/ 1000 gallons |
| <b>MONTHLY NON-RESIDENT RATES</b>                               |                                                    |
| First 8,000 gallons                                             | \$22.50                                            |
| 8,001 to 15,000 gallons                                         | \$22.50 + \$2.20/ 1000 gallons                     |
| 15,001 to 20,000 gallons                                        | \$22.50 + \$15.40 + \$2.75/ 1000 gallons           |
| Above 20,000 gallons                                            | \$22.50 + \$15.40 + \$41.25 + \$4.10/ 1000 gallons |

## 4.2 Secondary Water Rates

The water rates for secondary water are a flat rate based upon the size of the service at the stop-and-waste valve. The majority of those connected to the city's secondary water system have a ¾-inch connection. The monthly rate is collected over a 12-month period. The rate structure is as follows:

| MONTHLY SECONDARY WATER RATES |            |
|-------------------------------|------------|
| ¾ inch                        | \$15.50    |
| 1 inch                        | \$21.50    |
| 1 ½ inch                      | \$58.00    |
| 2 inch                        | \$103.11   |
| 3 inch                        | \$184.50   |
| 4 inch                        | \$412.44   |
| 6 inch                        | \$928.00   |
| 8 inch                        | \$1,649.78 |

## 5.0 Additional Conservation Measures

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### 5.1 Culinary Radio-read Meters

Consider a method to incorporate radio-read meters only on the culinary water system with installations on new construction. This will improve leak detection by monitoring continual water flow in the meter and if desired, can be set up to send signals to either the water purveyor or the water user to check on unusual conditions that may exist. This will also improve the ability to check for cross contamination by detecting back flow that may occur through the meter, which can also be set up to send a signal to the water purveyor. Another benefit will allow the water user the ability to track water usage upon demand, which may generate greater interest in individual conservation measures of culinary water use.

### 5.2 Ordinances

Ordinances supporting the effort to conserve water by prohibiting waste are referenced in Title 4, as shown here:

#### 4.15.410 Waste prohibited. [culinary water]

All users of water service shall be required to keep their sprinklers, faucets, valves, hoses and all apparatus connected to the water system in good condition at their own expense and all waterways closed when not in use. No person, unless authorized by the City in accordance with this chapter, shall turn on or discharge water from any fire hydrant, and no water user or other person shall waste water or allow it to be wasted by imperfect stops, taps, valves, leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow, or to wastefully run water from hydrants, faucets, basins, sinks, or other apparatus, or to use any water from the water system except for culinary and domestic purposes, including lawn sprinkling, unless so authorized by the City, or to use the water for purposes other than those for which he or she has paid, or use water in violation of the rules and regulations adopted by the City Council. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-03-410.]

#### 4.25.130 Waste prohibited. [secondary water]

It shall be unlawful for any pressure irrigation water user to waste water, or to allow it to be wasted, by imperfect stops, taps, valves, leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow, or to wastefully run water from hydrants, faucets, or valves, or other apparatus, or to use water in violation of the rules and regulations for controlling the water supply. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-05-130.]

### **5.3 Water smart clocks**

The city may consider adding water smart clocks to all of the city parks and buildings. Weather sensors on the water smart clocks can override the set timer by temporarily turning sprinklers off. Consideration may be given to incentivize outdoor watering with water smart clocks for other users.

### **5.4 Xeriscape**

Small areas of land that the city maintains yet have little value to the public have been completed by xeriscape. This practice should continue with new development or redevelopment.

### **5.5 Reclaimed Water**

The city may consider the option to reclaim treated wastewater from the treatment plant. Once treated to a Type 1 level, the water may be used for secondary watering uses.

## **6.0 Cost Analysis**

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### **6.1 Goal #1 Public Education**

The cost of materials is reasonably small. These include items such as printed materials, handouts, demonstration materials, and such. Over a one-year period, the cost for materials may range from \$0.10 to \$0.20 per capita.

The benefit of public education is optimizing the peak demands in the system as well as the ability to accommodate increased population. As population increases over time, the cost of water increases.

### **6.2 Goal #2 Convert outdoor culinary watering to secondary system**

The cost to convert systems will be recognized by the individual homeowners doing the conversions. The cost will include impact fees, connection fees, and water shares. These costs depend upon the size of the property as well as the size of the water service pipe. Depending upon the amount of water being used for outdoor irrigation, very small water users will likely not recognize the benefit to bear the cost to convert.

Although individual residents may not recognize the benefit to convert compared with the cost to convert, there is a benefit to the entire water system with a reduced water demand.

### **6.3 Goal #3 Supply and Demand Accuracy**

The cost to install equipment ranges \$150k to \$250k to improve the accuracy of metering water at each reservoir site. The benefit to increasing accuracy would improve system optimization.

## **7.0 Implementing and Updating the Water Conservation Plan**

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### **7.1 Responsibility**

Under the direction of the Mayor and City Council, the public works director is the central coordinator to coordinate efforts related with water conservation.

### **7.2 Plan Approval**

This plan will be considered for approval by City Council on November 10, 2015 under Resolution R15-xx.

### **7.3 Plan Updates**

This plan will be revised and updated as required to meet changing conditions and needs. This plan will be submitted to the Utah Division of Water Resources as required by House Bill 153.

SYRACUSE CITY CORPORATION  
Water Conservation Plan

APPENDIX

Include meeting minutes, and notification



**SYRACUSE CITY**  
**Syracuse City Council Regular Meeting Agenda**  
**November 10, 2015 – 7:00 p.m.**  
City Council Chambers  
Municipal Building, 1979 W. 1900 S.

1. Meeting called to order  
Invocation or thought  
Pledge of Allegiance  
Adopt agenda
2. Presentation of the Syracuse City and Wendy's "Award for Excellence" to Grace Russell and Riley Cearley.
3. Canvass and consideration of certification of the results of Syracuse City General Election held November 3, 2015. (*roll call vote*)
4. Approval of Minutes:
  - a. Work Session of October 13, 2015
  - b. Regular Meeting of October 13, 2015
  - c. Work Session of October 27, 2015
5. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
6. Public Hearing: Proposed Ordinance 2015-23 amending Chapter 4.30 of the Syracuse City Code – Cemetery Regulations.
7. Public Hearing – Proposed Ordinance 2015-22 approving the vacation and abandonment of a certain snow storage easement.
8. Proposed Resolution R15-36 adopting the Water Conservation Plan prepared in November 2015.
9. Authorize Administration to execute agreement for the construction of improvements and the purchase and sale of specified property.
10. Proposed Resolution R15-35 amending the City Council Rules of Order and Procedure pertaining to public comments.
11. Councilmember Reports.
12. Mayor Report.
13. City Manager Report.
14. 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 5th day of November, 2015 at Syracuse City Hall on the City Hall Notice Board and at <http://www.syracuseut.com/>. A copy was also provided to the Standard-Examine on November 5, 2015.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER



COUNCIL AGENDA

November 10, 2015

Agenda Item #2

Presentation of the Syracuse City and Wendy's "Award for Excellence" to Grace Russell and Riley Cearley for the month of November.

Factual Summation

- Any questions regarding this item can be directed at CED staff. Please see the attached memos regarding the Award recipients for November 2015.

Recommendation

The Community & Economic Development Department hereby recommends that the Mayor and City Council present the "Syracuse City & Wendy's Award for Excellence" to Grace Russell and Riley Cearley for the month of October.



Mayor
Terry Palmer

City Council
Brian Duncan
Craig Johnson
Karianne Lisonbee
Douglas Peterson
Larry D. Shingleton

Interim City Manager
Steve Marshall

MEMORANDUM

To: Mayor and City Council

From: Community & Economic Development Department

Date: November 10, 2015

Subject: Presentation of the Syracuse City & Wendy's Award for Excellence to Grace Russell and Riley Cearley

Background

The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic Development, in conjunction with Jeff Gibson, present the recipients for the "Syracuse City & Wendy's Award for Excellence."

"Syracuse City & Wendy's Award for Excellence"

This monthly award recognizes the outstanding performance of a male and female who excel in athletics, academics, arts and/or community service. The following are the individuals selected for the award and the reasoning for their selection:

Grace Russell:

Grace was nominated by Mr. C. Wilson at Legacy Jr. High. He admires her for many reasons. Some of these reasons are that she is diligent, reinforces her learning and is always helping others. To be more specific, she is diligent in her learning and is well prepared. Sometimes things are difficult and extra work is required. Still Grace finds a way to succeed even when it is not easy. In Addition she seeks to reinforce her learning by retaking very difficult tests. As a result, she learns from this and improves her grade. Her drive to be a continuous learner will help her not only succeed at school but also in her career as she moves forward in life. Finally, Grace is well prepared and uses this preparation to help others understand. She is prepared in all areas such as projects, tests and assignments. As a result she is an excellent student in every way. She will be prepared to meet the demands of college and life and will do amazing things in the future!

Riley Cearley:

Riley was nominated by Coach Smith at Legacy Jr. High School. He admires Riley for his athletic ability, his dedication to academics and his desire to succeed. Riley is a gifted athlete. In basketball his height gives him an advantage but it is his hard work and commitment to improve his skill level that has made him a great basketball player. Riley has remarkable footwork and is a student of the game. His combination of great skills and basketball acumen helped him to be an impact player on his North End championship Team last year as well as a major contributor this year. His academics are impressive as he takes a rigorous schedule to succeed with his classes at the highest level. Finally, Riley has a great desire to succeed that drives him to be his best on and off the court. If there is something he doesn't understand in school he works to find the answer. Similarly, if there is a difficult opponent to face on the court, he will listen to his coaches and find a way to succeed. This drive and excellence I've seen in sports and academics will ensure a future where he will attain his goals and be successful.

Both students were nominated by Legacy Jr. High School Staff

Both students will:

- Receive a certificate and be recognized at a City Council meeting
- Have their picture put up in City Hall and the Community Center
- Have a write up in the City Newsletter, Facebook, Twitter, and website
- Be featured on the Wendy's product TV
- Receive \$10 gift certificate to Wendy's

Recommendation

The Community & Economic Development Department hereby recommends that the Mayor and City Council present the "Syracuse City & Wendy's Award for Excellence" to Grace Russell and Riley Cearley



COUNCIL AGENDA

November 10, 2015

Agenda Item “3”

Canvass and consideration of certification of the results of the Syracuse City General Election held November 3, 2015.

Factual Summation

- Any questions regarding this item can be directed at City Recorder Cassie Brown.

Background

The Syracuse City General Election was held November 3, 2015; the election was conducted using a vote-by-mail hybrid approach whereby all registered voters were mailed a ballot 27 days prior to the Primary Election with the option of returning that ballot mail, via a ballot box at City Hall, or surrendering it on Election Day to vote in a traditional manner at the Syracuse Community Center.

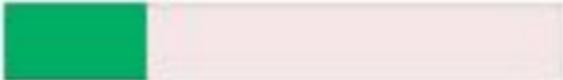
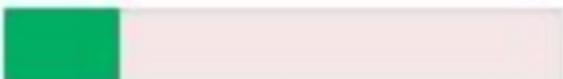
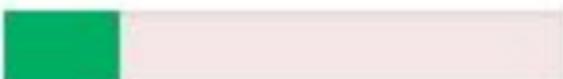
Attached are the unofficial results of the General Election; I will provide the official result on the day of the canvass prior to the start of the City Council meeting.

Staff Proposal

Certify the results of the Syracuse City General Election held November 3, 2015. (roll call vote)

Syracuse City Council

Voters: 3107/10757 (28.88%)

Candidate	Party	Votes	Percent	
Andrea Y. Anderson	NP	2050	25.76%	
Dave Maughan	NP	1662	20.88%	
Doug Peterson	NP	1628	20.46%	
Karianne Lisonbee	NP	1626	20.43%	
Randy Miller	NP	992	12.47%	



COUNCIL AGENDA

November 10, 2015

Agenda Item #4

Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meeting(s):
 - a. Work Session Meeting of October 13, 2015.
 - b. Regular Meeting of October 13, 2015.
 - c. Work Session Meeting of October 27, 2015.

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

Minutes of the Syracuse City Council Work Session Meeting, October 13, 2015

Minutes of the Work Session meeting of the Syracuse City Council held on October 13, 2015, at 6:00 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Corinne N. Bolduc
Mike Gailey
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Finance Director Steve Marshall
City Attorney Paul Roberts
Community and Economic Development Director Brigham Mellor
Public Works Director Robert Whiteley
Fire Chief Eric Froerer
Police Chief Garret Atkin
Parks and Recreation Director Kresta Robinson

Visitors Present: Mike Brescilli Randy Elliott Kevin Homer
Andrea Anderson Andrew Sherman Charlotte Duncan
Boy Scout Troop 585 Jessica Hull Afton Barlow
Becca Goff

The purpose of the Work Session was to review the agenda for the business meeting to begin at 7:00 p.m.; Discuss agenda item 6, Justice Court Recertification; receive the Justice Court Annual Report from Judge Hoskins; discuss potential amendments to Title Six of the Syracuse Code pertaining to code enforcement procedures and appeal hearings; review the following items forwarded by the Planning Commission: Proposed Ordinance 2015-19 amending various sections of Title VIII of the Syracuse City Municipal Code pertaining to performance securities; Proposed rezone from R-1 Residential to Neighborhood Services the parcel of property located at approximately 1317 S. 2000 W.; Final Subdivision Plan Approval, Keller Crossing Phase 1, located at approximately 1475 W. 2000 S.; Discuss proposed amendments to Syracuse City parking regulations; review and discuss City Council public comment policy; receive an update regarding State Road 108 (2000 West) project; and discuss Council business.

[6:00:02 PM](#)

Agenda review

1 Mayor Palmer briefly reviewed the agenda for the business meeting to begin at 7:00 p.m.

2

3 [6:01:07 PM](#)

4 **Discuss agenda item 6, Justice Court Recertification.**

5 A staff memo from City Attorney Roberts explained every four years, a municipality which operates a justice court
6 is required to demonstrate that its court meets minimum requirements established by the legislature and the Utah Supreme
7 Court. Failure to do so may result in the Judicial Council's declination or revocation of a justice court's certification. The
8 Justice Court Standards Committee has promulgated minimum standards by which justice courts are measured. Rather than
9 recite these requirements, I have attached them as an addendum.

10 The Committee has required an attorney opinion letter both informing the City Council of the requirements for
11 operating a justice court, and expressing an opinion on the feasibility of maintaining our Justice Court. As I have attached a
12 copy of the standards by which our court is measured, I will make myself available for consultation regarding any of the
13 requirements about which you may have questions or concerns. The remainder of this memorandum will address justice court
14 feasibility.

15 If it wishes to recertify the justice court, the Council will be required to pass a resolution making this request and
16 submit it to the Administrative Office of Courts by October 30, 2015. A copy of such a resolution is attached as an addendum
17 to this Memorandum.

18

19 **Benefits of Operating a Municipal Justice Court**

20 The natural point to begin a discussion of feasibility is to discuss the court's desirability and its ability to provide
21 service to our community.

22 The primary benefit to establishing a justice court is to provide easy access to our citizens in order to address routine
23 traffic and criminal violations, as well as a venue to file small claims actions. By locating a justice court within our
24 municipality, our City has avoided the need for all of these actions to be heard in Second District Court, most likely the
25 Farmington Division. In the absence of a municipal justice court, all class B misdemeanors, class C misdemeanors, and
26 infraction level offenses would be heard in district court on a criminal calendar. The same would be true of small claims. It is
27 far more onerous to travel to district court in order to resolve a traffic ticket. Additionally, city police officers and prosecutors

1 would be required to travel to Farmington in order to address those criminal cases, resulting in increased time and cost for
2 each case.

3 Another benefit to justice court is the light docket which can be maintained here. After reviewing the number of the
4 Syracuse City Justice Court's total filings, it has maintained its Class III status under the state's operational standards. As a
5 result of this smaller number of filings, docket management is enhanced. Cases are consolidated into a once-weekly
6 combined calendar, during which arraignments, pre-trial conferences, review hearings, suppression hearings, bench trials, and
7 small claims cases may all be heard. Additionally, individuals are given specific appointments to reduce their total amount of
8 time spent in court, and to keep the volume of cases smoothly flowing. This leads to a more satisfactory experience for the
9 litigant and a less stressful environment for the prosecution. Having come from a Class I court and experiencing the
10 alternative - a full calendar every day with dozens of defendants all summoned to court at the same time, resulting in several
11 hours of waiting for the prosecutor to become available - I can say that the experience in this Justice Court is more conducive
12 to meaningful discussions.

13 Locally-run courts are also more responsive to the community's needs and priorities. In district courts, which are
14 located outside of our jurisdiction and which staff judges who handle cases of varying type and severity, individual
15 jurisdictions are not given individualized attention. In a municipal justice court, on the other hand, the court can respond to
16 trends in crime patterns and establish a standard of justice in its community. Some defendants become familiar with the court,
17 and the judge is able to tailor consequences for certain behavior to fit the defendant before her. Defendants who leave court
18 know that if they commit crimes in Syracuse again, they will have to face the same judge and explain their behavior.

19

20 Appeals

21 Appeals from the justice court are saddled with one unfortunate component; defendants who are convicted - even if
22 by a jury - are entitled to *de novo* proceedings in the district court. A *de novo* review restarts the entire criminal justice
23 process; pre-trial conferences, suppression hearings, and even a second jury trial. This is not problematic for many cases; it is
24 easy to call an officer in to testify a second time in a case involving a traffic accident. In cases of domestic abuse, on the other
25 hand, testifying in trial is often a harrowing experience for the crime victim. Testifying in a second trial and facing the
26 possibility that the abuser may escape conviction - despite having been once convicted by a jury - is an extremely stressful
27 situation. However, it represents one impact of establishing a justice court.

1 On the other hand, once an appeal has been heard in the district court, this represents the breadth of a defendant's
2 appeal rights. With few exceptions, there is no appeal to the Court of Appeals. Municipalities which have not established
3 justice courts are required to defend all appeals in the Court of Appeals, which is a much more expensive and time-
4 consuming endeavor than a *de novo* appeal. And while the appellant is much less likely to succeed on such an appeal/ the
5 additional costs are nevertheless incurred by the municipality.

6 Overall, appeals are relatively rare in our justice court. As such, the type of appeal has little weight in our analysis of
7 the court's feasibility.

8
9 Financial Viability

10 Justice courts are not established to generate revenue for the municipality they serve. But attention should be paid to
11 ensure that the costs associated with the benefits of justice courts are not too much to bear, just like any other service
12 provided to our community. The following financial information was provided to my office, which includes actual budget
13 expenditures during FY 2015, as well as amounts budgeted for FY 2016

14

Syracuse Justice Court Actual Budget	Actual FY2015	Budget FY2016
<u>Revenue:</u>	\$ 220,507.95	\$ 220,000.00
<u>Expenses:</u>		
Salaries, Wages/ & Benefits	\$ 163,622.66	\$149,228.00
City Atty (20% of time)	\$11,060.50	\$ 20,526.60
Bailiff (1 of 5 shifts)	\$4,477.20	\$ 4,477.20
Books/ Sub./ Memberships	\$75.00	\$100.00
Travel & Training	\$1,564.83	\$3,000.00
Office Supplies	\$2,876.16	\$3,500.00
Prof. & Technical	\$20,487.97	\$11,000.00
Juror & Witness Costs	\$-	\$4,000.00
Total Expenses	\$ 204,174.32	\$195,831.80

1 Mr. Roberts referred to his staff memo and expressed his willingness to answer any questions about the agenda item;
2 there were no questions.

3

4 [6:02:15 PM](#)

5 **Justice Court Annual Report provided by Judge**
6 **Hoskins.**

7 [6:02:20 PM](#)

8 Syracuse City Justice Court Judge Hoskins used the aid of a PowerPoint presentation to provide the Council with the
9 annual report for the Justice Court.

10 [6:05:17 PM](#)

11 Councilmember Peterson referred to case statistics in the presentation and stated it is his understanding the Justice
12 Court hears 40 cases per week. Judge Hoskins stated that is the average number of cases the court hears in a week, but some
13 of those are dealt with by Mr. Roberts and the defendant is not required to appear before the judge. She then concluded her
14 presentation, after which the Mayor and Council thanked her for the information provided.

15

16 [6:13:03 PM](#)

17 **Discuss potential amendments to Title Six of the**
18 **Syracuse Code pertaining to code enforcement**
19 **procedures and appeal hearings**

20 A staff memo from the City Manager and City Attorney explained the City has several administrative functions
21 whereby an appeals process is outlined if an applicant or resident disagrees with an administrative decision made by the City.
22 Under State law, the City can choose between different methods whereby the appeal processes can take place. Each option
23 has its own benefits and drawbacks. It has been several years since the City has evaluated these processes and we feel it is
24 worth exploring and discussing with the City Council. The initial research on this issue focused on Code Enforcement
25 appeals. Attached to this memo is a memorandum from City Attorney Paul Roberts that outlines his analysis of

1 administrative hearings procedures for Code Enforcement. As we conducted the research, however, staff felt it was worth
 2 expanding the scope to include other appeals processes so the Council can examine it in a comprehensive manner. Below is a
 3 table that briefly outlines the current administrative appeals processes, and how the City currently handles each issue. The
 4 alternative concept for the Council to consider involves an Administrative Hearing Officer.

Hearing Issue	Current Administrative Entity	Other Possible Entity
Variance	Board of Adjustment (inactive)	Hearing Officer
Special Exception	Board of Adjustment (inactive)	Hearing Officer
Zoning Appeal	Board of Adjustment (inactive)	Hearing Officer
Appeal of Admin Decision	Board of Adjustment (inactive)/City Council	Hearing Officer
Ethics Board Hearing	State Ethics Board	Hearing Officer
Employee Appeals (merit)	City Employee Appeal Board (inactive)	Hearing Officer
Code Enforcement Appeal	Hearing Officer (inactive)	Hearing Officer
Civil Citations	Justice Court	Hearing Officer
Animal Code (if city enacts)	County & Justice Court	Hearing Officer
Business License Decisions	City Council	Hearing Officer
Building Code Appeal	Appeals Board (not established)	Hearing Officer
Fire Code Appeal	Appeals Board (not established)	Hearing Officer
Abatement of Dangerous Bldgs	Not established	Hearing Officer
Proceeding	Appeal Body	Standard of Review
Justice Court	District Court	De Novo (do over)
Hearing Officer	District Court	Record review (due process)
City Council	District Court	Record review (substantial evidence)

5 The Administrative Hearing Officer concept brings a more streamlined process for both the City and the applicant,
 6 and reduces the risk of litigation in most cases. Under the current situation, the City must not only ensure that the various
 7 appeals bodies are fully staffed, it must also ensure that the members of these bodies are adequately trained and educated on
 8 their duties and limits of power. These bodies must continue to be trained and educated, whether any hearings are scheduled
 9 or not, in order to ensure the City handles each case appropriately. A drawback of the Administrative Hearing Officer
 10 concept from a policy perspective is the reduction in citizen involvement on some of these boards. As the City struggles to
 11 maintain adequate levels of service as required by law and by the citizens, staff has been looking at other “out of the box”
 12 methods of conducting the City’s business. If the Council were to consider the Administrative Hearing Officer concept for
 13 some or all of the hearing issues, staff would recommend contracting out the service to professionals that are well trained and
 14 familiar with these processes. One might think of it as having a highly capable hearing officer “on-demand” by contracting
 15 with a law-trained firm. As always cost is an issue to consider. If the Council would like to explore the Administrative
 16

1 Hearing Officer concept, staff can prepare an analysis of costs versus the current cost situation. This item was added to the
2 agenda for the Council to consider the merits of modifying the processes for the City's administrative appeals.

3 [6:13:25 PM](#)

4 City Manager Bovero and City Attorney Roberts reviewed the staff memo.

5 [6:20:44 PM](#)

6 Council discussion regarding the item commenced, with a focus on the City's Board of Adjustment. Mayor Palmer
7 explained he would prefer citizen involvement on a body such as the Board of Adjustment, but after advertisements of
8 available positions, no citizens have applied. Councilmember Gailey added that he had to appear before the Board of
9 Adjustment in the past and he can attest to the fact that it can be very difficult for residents to sit on such a board when
10 considering an application from a neighbor or friend. He stated he likes the idea of appointing an Administrative Hearing
11 Officer that would consider such applications. Councilmember Lisonbee stated that appeal opportunities are limited after an
12 issue has been heard by an Administrative Hearing Officer. Mr. Roberts stated that is correct; any appeal of an Officer's
13 decision would be heard by the District Court and they generally review the record of hearing proceedings to ensure that the
14 Officer followed principles of due process. Councilmember Lisonbee noted that according to City Code such appeals are
15 also heard by the District Court, but she wondered if they are treated similarly or if they are de novo cases. Mr. Roberts
16 stated that an appeal of a decision made by the Board of Adjustment would be similar to a review of a Hearing Officer's
17 ruling; the Court would determine whether there was enough evidence to allow the Board to make the decision they made.
18 He noted that any Justice Court case appealed to the District Court would be a de novo case and appellants would get a new
19 case entirely. Councilmember Bolduc inquired as to how often that happens, to which Mr. Roberts stated appeals of Justice
20 Court decisions are fairly infrequent. He added that the District Court is the appeal authority for any appeal of a City Council
21 decision. Councilmember Lisonbee expressed her concerns regarding moving to an Administrative Hearing Officer as
22 opposed to a Board of Adjustment, specifically that it may be more costly for an appellant to appeal to an Administrative
23 Hearing Officer. Councilmember Peterson agreed and wondered if an employee that would have previously appealed to the
24 Employee Appeal Board would not be required to pay a fee to appeal the an Administrative Hearing Officer. Mr. Roberts
25 stated that is a policy decision that would be decided upon by the City Council. Mr. Bovero added that staff can perform an
26 analysis of fees to be charged for appeals to an Administrative Hearing Officer, but noted that there are also costs associated
27 with maintaining a well-trained Board of Adjustment. He stated it is necessary to keep the appeal process affordable for

1 residents. Mayor Palmer stated he would like for staff to complete an analysis of the appropriate fees to be charged for an
2 appeal to an Administrative Hearing Officer. Councilmember Lisonbee stated she would prefer an analysis of the costs as
3 well as an analysis of the types of issues a resident would be appealing to an Administrative Hearing Officer and whether
4 they have the best access to as many appeal authorities as possible; she wants to make sure the City is being fair to the
5 residents. Councilmember Peterson stated that when he attended the Utah League of Cities and Towns (ULCT) Conference
6 last spring, there was a session regarding this issue and the State Property Rights Ombudsman recommended against using a
7 Board of Adjustment in favor of using an Administrative Hearing Officer; he noted he has heard the same advice from ULCT
8 Counsel, David Church as well.

9
10 [6:31:00 PM](#)

11 **Review items forwarded by the Planning Commission:**

12 **Review agenda item 10, Proposed Ordinance 2015-19**

13 **amending various sections of Title VIII of the Syracuse**

14 **City Municipal Code pertaining to performance**

15 **securities.**

16 A staff memo from the Community and Economic Development (CED) Department explained City staff has done
17 due diligence as a result of various guarantee requests from developers. We have found the proposed options to be low risk
18 for performance security of required development improvements. The city would like to accept these low risk options for
19 guaranteeing development improvements to prevent the need for future special approval on certain developments. In addition,
20 as the economy improves, financial institutions have begun to ease up on restrictions and limitations for irrevocable letters of
21 credit which acts as a bond for entities viewed as low risk borrowers in the eyes of credible lending institutions. As the city
22 expands and creates more RDA's to encourage development, the RDA component will help facilitate different options to
23 utilize tax increment to facilitate development.

24 [6:31:12 PM](#)

25 CED Director Mellor reviewed the staff memo.

1 [6:32:52 PM](#)

2 **Review items forwarded by the Planning Commission:**

3 **Review agenda item 7, proposed rezone from R-1**

4 **Residential to Neighborhood Services the parcel of**

5 **property located at approximately 1317 S. 2000 W.**

6 A staff memo from the Community and Economic Development (CED) Department provided the following
7 information regarding the proposed application:

8	Location:	1317 S. 2000 W.
9	Current Zoning:	R-1 Residential
10	Requested Zoning:	Neighborhood Services
11	General Plan:	Neighborhood Services
12	Total Area:	0.98 acres

13 The applicant intends to move his financial planning office from the current location in the old Mia Design to a new
14 location at 1317 S 2000 W. The zoning for the new location is R-1 which does not allow offices. The General Plan is
15 Neighborhood Services which does allow the office use. The applicant would like to rezone the current zoning to
16 Neighborhood Services. The applicant plans on converting the house into an office. Possibly in the future, he will build a
17 new office building.

18 [6:33:03 PM](#)

19 CED Director Mellor reviewed the staff memo.

20 [6:35:00 PM](#)

21 There was brief Council discussion regarding this item; Councilmember Lisonbee inquired as to whether any
22 residents living near the subject property expressed concerns regarding the application during the Planning Commission's
23 public hearing. Mr. Mellor explained there were a few residents that were concerned that the applicant would tear down the
24 existing building on the property and build something that would have a negative impact on the community, but once they
25 were informed that the applicant plans to remodel the existing building they were comfortable with the application. Mayor
26 Palmer noted there is plenty of parking on the property to accommodate the business use. Mr. Mellor agreed.

1 Councilmember Peterson stated he appreciates that a business owner wants to stay in Syracuse and is looking to
2 relocate from one property to another.

3 Councilmember Gailey added that the Planning Commission's public hearing for this application as spread over two
4 meetings due to some noticing issues; therefore, residents had two opportunities to address the body regarding this matter.

5

6 [6:36:41 PM](#)

7 **Review items forwarded by the Planning Commission:**

8 **Review agenda item 8, Final Subdivision Plan Approval,**

9 **Keller Crossing Phase 1, located at approximately 1475**

10 **W. 2000 S.**

11 This item was removed from the agenda at the request of the applicant

12

13 [6:37:07 PM](#)

14 **Discuss agenda item 11, proposed amendments to**

15 **Syracuse City parking regulations.**

16 A staff memo from the Police Chief explained he is requesting the adoption of an additional parking ordinance. The
17 purpose of this proposed ordinance is to allow the Department to better address parking concerns of residents and to provide
18 increased safety. This ordinance would be added to Chapter 11 Section 20.

19 [6:37:20 PM](#)

20 Chief Atkin reviewed his staff memo.

21 [6:37:52 PM](#)

22 Council discussion regarding the item ensued with a focus on making an effort to locate all parking restrictions in
23 the City within one section of the City Code. Councilmember Lisonbee discussed the section of the proposed ordinance that
24 would allow for a private driveway to be blocked for one hour; she would like to remove that language and insert language
25 indicating that any blockage of a private driveway must be coordinated with the home owner or business owner so that those

1 individuals have the ability to move their vehicles outside of their driveway. Councilmember Bolduc stated she would
2 support that amendment.

3

4 [6:43:08 PM](#)

5 **Review and discuss City Council public comment**
6 **policy.**

7 An administrative staff memo explained that during the September 22 work session meeting, Councilmember
8 Lisonbee indicated she would like to review the City Council’s public comment policy included in the Council’s Rules of
9 Order and Procedure. The section dealing with public comments reads as follows:

10 **Content.** Discussions in the meetings are to be limited to agenda items and issues reasonably related
11 thereto. Comments or presentation by the public are to be limited to relevant issues. In order to ensure that
12 the meetings proceed timely and orderly, the Mayor may impose a time limit on those desiring to address
13 the Council. Individuals addressing the Council during the public comment period of the meeting or during
14 a public hearing shall be given a time limit of not less than three minutes. Groups desiring to address the
15 Council will be asked to select a spokesperson for this purpose and the Mayor may also impose a time limit
16 on said spokesperson. A group shall be defined as an assembly of five or more people in attendance with
17 similar viewpoints on a given issue. The names of each member of the group shall be provided to the City
18 Recorder as well as the name of the spokesperson of the group. This information must be provided prior to
19 the spokesperson being allowed to address the Governing Body for a minimum of five minutes. Any
20 person who disrupts the meeting by exceeding a time limit, discussing irrelevant issues, or otherwise, may
21 be removed at the direction of the Mayor.

22 [6:43:22 PM](#)

23 Mr. Bovero reviewed the staff memo.

24 [6:44:20 PM](#)

25 Council discussion regarding the issue commenced, with Councilmember Johnson noting he would like to remove
26 the language from the policy that governs comments being made by a group. After a short Council discussion, the Council

1 supported that recommendation. Discussion also centered on potentially eliminating the three-minute time period for public
2 comments, with Councilmember Peterson noting that according to the language in the policy the Mayor currently has the
3 authority to allow an individual to speak for longer than three-minutes. Mayor Palmer stated that he likes the three-minute
4 rule because in most cases it is possible for a person to communicate their thoughts in three-minutes. Councilmember
5 Lisonbee stated she would like to include language that allows each speaker a specific amount of time to speak depending on
6 the number of people that are present to make public comments that night. She added she would like to maintain the
7 language allowing the Mayor to alter the amount of time a person is given to speak. She noted she would also like to allow
8 public comment at the conclusion of a meeting.

9 [6:51:17 PM](#)

10 Mayor Palmer noted that the City Council has heard from residents that they would like to have the opportunity to
11 get an answer to any question they may ask during public comments before they leave the meeting. He stated that he feels it
12 should be possible to refer residents to the person most qualified to answer their question before they leave the meeting.
13 Councilmember Peterson stated he feels that is appropriate.

14 [6:52:26 PM](#)

15 Councilmember Johnson noted the policy does not differentiate between public comments in work sessions and
16 business meetings; it is his recollection that work sessions are to be more informal than business meetings and there should
17 be an opportunity for dialogue between residents and the City Council. City Recorder Brown noted that she is aware of other
18 cities that, during extended work session meetings, allow for public input on each item listed on the agenda rather than
19 simply limiting public comment to the beginning or end of a meeting. Mayor Palmer stated that he would prefer a more
20 controlled format; he would like to allow a few minutes of public input at the conclusion of the Council's discussion of each
21 item in an extended work session meeting. Councilmember Lisonbee noted it is important to emphasize that work session
22 meetings are public meetings. After a final brief discussion the City Council concluded they are supportive of adding an
23 additional public comment section to the end of business meeting agendas with language on the agenda indicating that
24 comments should center on items discussed or acted upon during the business meeting rather than a repetition of comments
25 made during the initial public comment section of the meeting.

26

1 [6:58:25 PM](#)

2 **Update regarding State Road 108 (2000 West) project.**

3 A staff memo from the City Manager explained UDOT has officially begun the 2000 West widening project and has
4 contacted residents along 2000 West who will be displaced due to the project. UDOT has met with staff to outline the scope
5 and timing of the project. Construction is expected to commence in 2017 with completion in 2018. The public involvement
6 agents for UDOT on this project are Dave Asay and Dez Ragan and can be contacted at 2000west@utah.gov or (844) 200-
7 0937.

8 [6:58:37 PM](#)

9 Mr. Bovero reviewed his staff memo. There was brief Council discussion, with a focus on timing of the project and
10 potential future land use of properties to be vacated upon home demolition associated with the project. Mr. Bovero noted the
11 City has been asked for input regarding how to use the beautification budget for the project; this funding is typically used for
12 landscaping or other beautification efforts, such as stamped or colored concrete at intersections.

13
14 **Council business**

15 There was not sufficient time for Council business.

16
17
18 The meeting adjourned at 7:03 p.m.

19
20 _____
21 Terry Palmer
22 Mayor

Cassie Z. Brown, CMC
City Recorder

23
24 Date approved: _____

Minutes of the Syracuse City Council Regular Meeting, October 13, 2015.

Minutes of the Regular meeting of the Syracuse City Council held on October 13, 2015, at 7:12 p.m., in the Council Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Corinne N. Bolduc
Mike Gailey
Craig A. Johnson
Karianne Lisonbee
Douglas Peterson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
City Attorney Paul Roberts
Finance Director Steve Marshall
Community Development Director Brigham Mellor
Public Works Director Robert Whiteley
Fire Chief Eric Froerer
Police Chief Garret Atkin
Parks and Recreation Director Kresta Robinson

Visitors Present: Mike Brescilli Randy Elliott Kevin Homer
Andrea Anderson Andrew Sherman Charlotte Duncan
Boy Scout Troop 585 Jessica Hull Afton Barlow
Becca Goff

7:12:57 PM

1. Meeting Called to Order/Adopt Agenda

Mayor Palmer called the meeting to order at 7:12 p.m. as a regularly scheduled meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. A local Boy Scout led all present in the Pledge of Allegiance. Mayor Palmer then provided an invocation

7:14:32 PM

COUNCILMEMBER LISONBEE MOVED TO ADOPT THE AGENDA. COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

7:14:58 PM

Mayor Palmer asked for a motion to move item three ahead of item two on the agenda. COUNCILMEMBER LISONBEE MOVED TO MOVE ITEM TWO AHEAD OF ITEM THREE ON THE AGENDA. COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

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[7:15:24 PM](#)

3. Recognition of former Councilmember Brian Duncan

Former Councilmember Brian Duncan has been invited to attend the City Council meeting in order to be recognized for his service to Syracuse City. His term on the Syracuse City Council spanned from February 28, 2012 to August 14, 2015.

[7:15:48 PM](#)

Mayor Palmer reported former Councilmember Duncan took a job in Box Elder County and was asked to move to be closer to his employment. He stated Councilmember Duncan provided a great service to the City and he presented him with a clock as a token of the City’s gratitude. Former Councilmember Duncan received a round of applause from the audience and shook the hands of each Councilmember.

[7:17:11 PM](#)

2. Presentation of the Syracuse City and Wendy’s “Award for Excellence”
to Alex Stanger and Bianca Porras for the month of October.

The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic Development, in conjunction with Jeff Gibson, present the recipients for the “Syracuse City & Wendy’s Award for Excellence”. This monthly award recognizes the outstanding performance of a male and female who excel in athletics, academics, arts, and/or community service. The monthly award recipients will each receive a certificate and be recognized at a City Council meeting; have their photograph placed at City Hall and the Community Center; be written about in the City Newsletter, City’s Facebook and Twitter Feed, and City’s website; be featured on the Wendy’s product television; and receive a \$10 gift certificate to Wendy’s.

Mayor Palmer noted both teens receiving the award for August 2015 were nominated by West Point Junior High School.

Bianca Porras: (Ms. Porras was not present)

Bianca Porras comes from family of outstanding students. She has been and incredible and model student in every way. She maintains a 3.9 grade point average while taking honor level classes. She is currently taking as many

1 honor classes as are offered at West Point Jr. High School. Her contributions to the classroom are second to none.
2 Her teachers have said many great things about her ability to master difficult classes. Bianca has a fantastic future
3 ahead of her.

4
5 Alex Stanger:

6 Alex Stanger is, without question, one of the most outstanding students at West Point Jr. High School. He has
7 consistently demonstrated excellence in his classwork. He has a 4.0 grade point average and also takes honor level
8 classes. His contribution to the school is well noted and his teachers have praised his abilities to accomplish the most
9 difficult of tasks and keep up his grades. He can certainly accomplish anything he sets his mind to, and will be a
10 great asset to the community in the future.

11
12 [7:20:56 PM](#)

13 4. Approval of Minutes:

14 The following minutes were reviewed by the City Council: Regular Council Meeting and Special RDA Meeting of
15 September 8, 2015, and Work Session and Special Meeting of September 22, 2015.

16 [7:21:38 PM](#)

17 COUNCILMEMBER LISONBEE MADE A MOTION TO APPROVE THE MINUTES OF THE REGULAR
18 COUNCIL AND SPECIAL RDA MEETINGS OF SEPTEMBER 8, 2015 AND THE WORK SESSION AND SPECIAL
19 MEETING OF SEPTEMBER 22, 2015, WITH THE DIRECTION THAT THE CITY RECORDER REVIEW PAGE 42,
20 LINE 21 OF THE SEPTEMBER 8, 2015 REGULAR MEETING MINUTES TO ENSURE THAT COUNCILMEMBER
21 LISONBEE'S COMMENTS ARE ACCURATELY REFLECTED.

22 Councilmember Gailey made a correction to page 49, line 5 of the September 8, 2015 regular meeting minutes; he
23 noted that the vote on the motion made during that portion of the meeting was not recorded.

24 COUNCILMEMBER LISONBEE ACCEPTED COUNCILMEMBER GAILEY'S CORRECTION AS A
25 FRIENDLY AMENDMENT TO HER MOTION. COUNCILMEMBER GAILEY SECONDED THE MOTION; ALL
26 VOTED IN FAVOR.

27

1 [7:22:36 PM](#)

2 5. Public comments

3 Mike Bescelli, Syracuse resident, read the following prepared statement:

4 “I have two children that attend Syracuse Elementary. I'm here tonight to advocate for more police presence in our
5 City's elementary schools. Given the shooting at the Oregon college two weeks ago and the several school shootings
6 that have occurred over the last several years, I have become concerned about the safety of our kids when we send
7 them to school every morning.

8 I'm a new resident to Syracuse having moved here from the Milwaukee, Wisconsin, area last year. My kids attended
9 public elementary school there. For security they had a town police officer parked outside the elementary school
10 during morning entrance, afternoon release, and sometimes during recess. Also, every school had a buzzer system in
11 which the front door was locked and had to be opened by a secretary to gain entrance. The front door was not locked
12 during morning entrance and afternoon exit.

13 I have done some research to determine what security measures are currently in place for Syracuse Elementary
14 schools. I have spoken with our City's police department, communicated with Councilman Gailey and Peterson,
15 checked our city's website, spoken with my children's teachers, and spoken with Davis School District. There are
16 several measures that the school district has taken including locking all doors except the front door, automatic
17 locking of all classroom doors during lockdown, and security cameras outside the building. I have spoken with the
18 District Facilities Planning Manager and he informed me that Syracuse Elementary is on the list for a secure
19 vestibule, and hopefully that will be installed this year. There are many more things that the district could do to
20 ensure security. This includes security cameras directly linked to the police department during emergencies and
21 secure vestibules in all schools. One county in Maryland in 2013 spent \$1.1 million on these types of security
22 measures in response to the Sandy Hook shooting. There was a joint task force between the school district, the city
23 police, and county and city governments to develop and implement the changes.

24 On the City side, there currently is a School Resource program in place with the Police Department in which there
25 are full time police officers stationed at Syracuse High School and Jr. High. There is also another officer that divides
26 his time between teaching DARE and patrolling the city's six elementary schools. I was comforted to find out that

1 the School Resource Program is in place. Having an armed police officer is an effective deterrent of an active
2 shooter. However, I believe there should be increased presence in the elementary schools.

3 The Syracuse police force has 20 full-time employees. There are approximately 10 officers on duty at one time. Two
4 are patrolling the city, three are detectives, three are in the School Resource Program, and two are administrators.
5 The duty assignments may vary from that schedule, but that is the average for a given week.

6 Syracuse has approximately 28,000 residents. According to the Uniform Crime Report done by the FBI in 2011, the
7 national average rate of full-time law enforcement employees per 1,000 residents for city populations of 25,000 to
8 50,000 was 2.2. In the mountain western region the rate was 1.9. The rate for Syracuse with 28,000 residents is 0.7.
9 For Syracuse to move up to the average for the mountain west, it would have to more than double its law
10 enforcement force. I'm not suggesting that our city's police force be doubled over night. I bring this up to point out
11 that our city really needs to consider adding police. I realize it costs \$75,000\$ 100,000 per year in pay and benefits
12 to bring on additional police officers. I am advocating for at least two more police officers for the city that can be
13 stationed at the elementary schools during the day. That would make it so that one officer would only have to divide
14 time between two schools instead of six. This would not completely eliminate the possibility of an active shooter,
15 but would potentially decrease response time and serve as a deterrent.

16 The safety of our children when they are at school is something that worries me and my wife every morning they are
17 sent off to school. I would be willing to pay a little more in taxes if it would mean an extra measure of security for
18 our kids. I think many parents in the district would have the same view.”

19 [7:30:41 PM](#)

20 Councilmember Lisonbee stated that Utah is unique in that school zones are not gun free zones; teachers are actually
21 encouraged to carry firearms. She added that the officers stationed at schools are funded, in majority, by the Davis County
22 School District and she recommended that Mr. Brescilli approach the District about funding additional officers.

23 [7:31:23 PM](#)

24 TJ Jensen stated he wishes to address the City Council as a Planning Commissioner. He referenced the discussion
25 that took place during the work session regarding the City Council’s policies relative to accepting public comment and he
26 noted that during his tenure as Planning Commission Chair he essentially ignored the three-minute rule and let people speak
27 for as long as they wished. He stated that public comments were not abused and he allowed people to speak whether there

1 was a public hearing advertised for an item. He noted that business did not grind to a halt and the additional input was very
2 valuable to Planning Commissioners. He stated that some get hung up on the three-minute rule and forge they are here to
3 serve the public; spending an extra minute or two to listen to what they have to say can lead to good decisions. He then
4 addressed item nine on the agenda, which deals with a land purchase for a trail project, and he stated that per City Code,
5 Section 3.10.080(d) the Planning Commission has the responsibility to review this type of transaction. He stated that has not
6 occurred relative to this item and it has not occurred in the past and as a result the City ended up with the Ski Lakes project.
7 He stated he is not sure if running the review of that land transaction through the Planning Commission would have made
8 much difference, but it should have been reviewed by that body. He asked that the City Council keep that in mind when
9 considering that item.

10 [7:33:36 PM](#)

11 Ralph Vaughan stated that across the United States and in three other cities in Utah, City Councils have been
12 enacting e-commerce zones within their cities; this is two parking spaces located in the City's Police Department parking lot
13 dedicated for providing a safe exchange location for people engaged in transactions on things like Craig's List or KSL
14 Classifieds. He stated that another instance where the zone is useful is in the exchange of children in custody situations. He
15 stated it has proven to be a valuable tool in preventing domestic violence. He added Sandy is the latest City to enact such a
16 zone and he provided the City Council with a copy of a local media story about the issue. He then stated that there has been a
17 recent heated exchange regarding some of the activities occurring at the City's skate park. He stated that in a previous job for
18 another jurisdiction he participated in writing legislation to enact rules for a skate park; Los Angeles, California has the
19 greatest number of skate parks in the United States and the last one they built was 16,000 square feet at a cost of \$2.3 million
20 on Venice Beach. He stated he has given a copy of the ordinance they wrote to the City Attorney so he can see what that
21 jurisdiction is doing in the case of indemnity in that situation. He has also shared with him what he would suggest would be
22 an adequate and expanded set of rules to use in Syracuse. One of the major requirements he would suggest is that all
23 participants at the park have a helmet, kneepads, and elbow pads.

24 [7:36:43 PM](#)

25 Councilmember Peterson stated he would be interested in enacting the e-commerce exchange zone.

26 [7:36:56 PM](#)

1 Kevin Homer addressed Mr. Brescilli's comments regarding safety in schools; he noted there are very few things he
2 would consent to spending additional tax dollars on, but reinforcing resource officers in schools is one of them. He stated
3 that a couple of years ago after the Sandy Hook incident, the National Rifle Association (NRA) made a specific
4 recommendation that 'we' provide jobs for some of 'our' veterans by making them resource officers in schools. He stated
5 that may be very appropriate at this time. He then welcomed Mr. Brescilli from Wisconsin and noted that he does not know
6 the laws regarding firearms in that State, but he noted Utah is very aligned with the Second Amendment of the Constitution
7 and he is very proud of that. He stated several members of his family are in law enforcement or are teachers in local schools;
8 the educators in the County and the State take advantage of the policy that allows teachers to carry firearms in addition to
9 resource officers or others visiting schools. He then addressed the discussion that took place during the work session meeting
10 regarding recertifying the Syracuse Justice Court as well as the discussion regarding the appeal process the City has in place.
11 He stated that just as he is opposed to the citizens of this City, state, or country funding medical expenses for any other
12 citizen in the country, he is also opposed to trying to provide assistance for people litigating in the court system; that burden
13 should be borne by the people involved in those cases rather than supported by other citizens in the community and he asked
14 that the City reconsider providing free appeal processes for anyone wanting to be involved in the justice system.

15
16 [7:40:02 PM](#)

17 6. Proposed Resolution R15-35 requesting recertification of the Syracuse
18 City Justice Court.

19 A staff memo from City Attorney Roberts explained every four years, a municipality which operates a justice court
20 is required to demonstrate that its court meets minimum requirements established by the legislature and the Utah Supreme
21 Court. Failure to do so may result in the Judicial Council's declination or revocation of a justice court's certification. The
22 Justice Court Standards Committee has promulgated minimum standards by which justice courts are measured. Rather than
23 recite these requirements, I have attached them as an addendum.

24 The Committee has required an attorney opinion letter both informing the City Council of the requirements for
25 operating a justice court, and expressing an opinion on the feasibility of maintaining our Justice Court. As I have attached a
26 copy of the standards by which our court is measured, I will make myself available for consultation regarding any of the

1 requirements about which you may have questions or concerns. The remainder of this memorandum will address justice court
2 feasibility.

3 If it wishes to recertify the justice court, the Council will be required to pass a resolution making this request and
4 submit it to the Administrative Office of Courts by October 30, 2015. A copy of such a resolution is attached as an addendum
5 to this Memorandum.

6

7 Benefits of Operating a Municipal Justice Court

8 The natural point to begin a discussion of feasibility is to discuss the court's desirability and its ability to provide
9 service to our community.

10 The primary benefit to establishing a justice court is to provide easy access to our citizens in order to address routine
11 traffic and criminal violations, as well as a venue to file small claims actions. By locating a justice court within our
12 municipality, our City has avoided the need for all of these actions to be heard in Second District Court, most likely the
13 Farmington Division. In the absence of a municipal justice court, all class B misdemeanors, class C misdemeanors, and
14 infraction level offenses would be heard in district court on a criminal calendar. The same would be true of small claims. It is
15 far more onerous to travel to district court in order to resolve a traffic ticket. Additionally, city police officers and prosecutors
16 would be required to travel to Farmington in order to address those criminal cases, resulting in increased time and cost for
17 each case.

18 Another benefit to justice court is the light docket which can be maintained here. After reviewing the number of the
19 Syracuse City Justice Court's total filings, it has maintained its Class III status under the state's operational standards. As a
20 result of this smaller number of filings, docket management is enhanced. Cases are consolidated into a once-weekly
21 combined calendar, during which arraignments, pre-trial conferences, review hearings, suppression hearings, bench trials, and
22 small claims cases may all be heard. Additionally, individuals are given specific appointments to reduce their total amount of
23 time spent in court, and to keep the volume of cases smoothly flowing. This leads to a more satisfactory experience for the
24 litigant and a less stressful environment for the prosecution. Having come from a Class I court and experiencing the
25 alternative - a full calendar every day with dozens of defendants all summoned to court at the same time, resulting in several
26 hours of waiting for the prosecutor to become available - I can say that the experience in this Justice Court is more conducive
27 to meaningful discussions.

1 Locally-run courts are also more responsive to the community's needs and priorities. In district courts, which are
2 located outside of our jurisdiction and which staff judges who handle cases of varying type and severity, individual
3 jurisdictions are not given individualized attention. In a municipal justice court, on the other hand, the court can respond to
4 trends in crime patterns and establish a standard of justice in its community. Some defendants become familiar with the court,
5 and the judge is able to tailor consequences for certain behavior to fit the defendant before her. Defendants who leave court
6 know that if they commit crimes in Syracuse again, they will have to face the same judge and explain their behavior.

7
8 Appeals

9 Appeals from the justice court are saddled with one unfortunate component; defendants who are convicted - even if
10 by a jury - are entitled to *de novo* proceedings in the district court. A *de novo* review restarts the entire criminal justice
11 process; pre-trial conferences, suppression hearings, and even a second jury trial. This is not problematic for many cases; it is
12 easy to call an officer in to testify a second time in a case involving a traffic accident. In cases of domestic abuse, on the other
13 hand, testifying in trial is often a harrowing experience for the crime victim. Testifying in a second trial and facing the
14 possibility that the abuser may escape conviction - despite having been once convicted by a jury - is an extremely stressful
15 situation. However, it represents one impact of establishing a justice court.

16 On the other hand, once an appeal has been heard in the district court, this represents the breadth of a defendant's
17 appeal rights. With few exceptions, there is no appeal to the Court of Appeals. Municipalities which have not established
18 justice courts are required to defend all appeals in the Court of Appeals, which is a much more expensive and time-
19 consuming endeavor than a *de novo* appeal. And while the appellant is much less likely to succeed on such an appeal/ the
20 additional costs are nevertheless incurred by the municipality.

21 Overall, appeals are relatively rare in our justice court. As such, the type of appeal has little weight in our analysis of
22 the court's feasibility.

23
24 Financial Viability

25 Justice courts are not established to generate revenue for the municipality they serve. But attention should be paid to
26 ensure that the costs associated with the benefits of justice courts are not too much to bear, just like any other service

1 provided to our community. The following financial information was provided to my office, which includes actual budget
2 expenditures during FY 2015, as well as amounts budgeted for FY 2016

3

4	Syracuse Justice Court Actual Budget	Actual FY2015	Budget FY2016
5	<u>Revenue:</u>	\$ 220,507.95	\$ 220,000.00
6	<u>Expenses:</u>		
7	Salaries, Wages/ & Benefits	\$ 163,622.66	\$149,228.00
8	City Atty (20% of time)	\$11,060.50	\$ 20,526.60
9	Bailiff (1 of 5 shifts)	\$4,477.20	\$ 4,477.20
10	Books/ Sub./ Memberships	\$75.00	\$100.00
11	Travel & Training	\$1,564.83	\$3,000.00
12	Office Supplies	\$2,876.16	\$3,500.00
13	Prof. & Technical	\$20,487.97	\$11,000.00
14	Juror & Witness Costs	\$-	\$4,000.00
15	Total Expenses	\$ 204,174.32	\$195,831.80
16			
17	<u>Total</u>	\$16,333.63	\$24,168.20

18 Excluding its portion of overhead costs, such as administrative support (like payroll/human resources, and
19 receipting), IT resources, and the use of the City's facility, the Justice Court is operating at a net gain. The City is able to
20 absorb these overhead costs without significant difficulty, due to its economy of scale. As such, the court is financially
21 viable.

22

23 Prosecution

24 Prosecution of class Band C misdemeanors and infractions which are committed within our municipal boundaries
25 are a statutory responsibility of the City Attorney? Thus, even if the justice court was not in operation, a prosecutor would
26 need to attend district court proceedings on the City's behalf for these filings. Housing the court within City Hall makes
27 prosecution much more convenient; information may be more easily retrieved, and I am able to conduct city business during

1 lulls in court proceedings or during small claims proceedings. Simply put, maintaining a justice court makes prosecution in
2 our city much more efficient.

3

4 Facilities & Staffing

5 The City has adequate facilities, technology and staffing levels in order to accommodate the justice court. Currently,
6 court is held in the Council chamber, which is equipped with required sound recording systems, and which has ample space
7 to grow. Payments are conveniently taken in the same location as those for utility bills or other city fees. Staffing is provided
8 so that we provide court coverage for the public during regular business hours. Dedicated office space is provided for court
9 staff and the judge. Even as our justice court docket expands with our population, I do not anticipate that these facilities will
10 ever be inadequate to house the justice court.

11

12 Opinion of Feasibility

13 Taking all of the circumstances into consideration, the continued operation of a justice court is feasible.

14

15 [7:40:16 PM](#)

16 COUNCILMEMBER GAILEY MADE A MOTION TO ADOPT RESOLUTION R15-35 REQUESTING
17 RECERTIFICATION OF THE SYRACUSE CITY JUSTICE COURT. COUNCILMEMBER PETERSON SECONDED
18 THE MOTION; ALL VOTED IN FAVOR.

19

20 [7:40:56 PM](#)

21 7. Proposed Ordinance 2015-20 amending the existing Zoning Map of
22 Title X, "Syracuse City Zoning Ordinance", revised ordinances of
23 Syracuse, 1971, by changing from Residential (R-1) Zone to
24 Neighborhood Services (NS) Zone the parcel of property located at
25 approximately 1317 S. 2000 W.

26 A staff memo from the Community and Economic Development (CED) Department provided the following
27 information regarding the proposed application:

1 Location: 1317 S. 2000 W.
2 Current Zoning: R-1 Residential
3 Requested Zoning: Neighborhood Services
4 General Plan: Neighborhood Services
5 Total Area: 0.98 acres

6 The applicant intends to move his financial planning office from the current location in the old Mia Design to a new
7 location at 1317 S 2000 W. The zoning for the new location is R-1 which does not allow offices. The General Plan is
8 Neighborhood Services which does allow the office use. The applicant would like to rezone the current zoning to
9 Neighborhood Services. The applicant plans on converting the house into an office. Possibly in the future, he will build a
10 new office building.

11 [7:41:32 PM](#)

12 CED Director Mellor reviewed the staff memo.

13 [7:42:25 PM](#)

14 COUNCILMEMBER JOHNSON MADE A MOTION TO ADOPT PROPOSED ORDINANCE 2015-20
15 AMENDING THE EXISTING ZONING MAP OF TITLE X, "SYRACUSE CITY ZONING ORDINANCE", REVISED
16 ORDINANCES OF SYRACUSE, 1971, BY CHANGING FROM RESIDENTIAL (R-1) ZONE TO NEIGHBORHOOD
17 SERVICES (NS) ZONE THE PARCEL OF PROPERTY LOCATED AT APPROXIMATELY 1317 S. 2000 W.
18 COUNCILMEMBER LISONBEE SECONDED THE MOTION; ALL VOTED IN FAVOR.

20 [7:43:10 PM](#)

21 8. Final Subdivision Plan Approval, Keller Crossing Phase 1, located at
22 approximately 1475 W. 2000 S.

23 The applicant asked that this item be tabled to a future meeting.

24 [7:43:13 PM](#)

25 COUNCILMEMBER LISONBEE MADE A MOTION TO TABLE CONSIDERATION OF FINAL
26 SUBDIVISION PLAN APPROVAL, FOR THE KELLER CROSSING PHASE 1 PROJECT, LOCATED AT

1 APPROXIMATELY 1475 W. 2000 S. COUNCILMEMBER PETERSON SECONDED THE MOTION; ALL VOTED IN
2 FAVOR.

3

4 [7:43:22 PM](#)

5 9. Authorize Administration to execute Land Purchase Agreement,
6 Ninigret Trail Project.

7 A staff memo from the Community and Economic Development (CED) Department explained

8 [7:43:36 PM](#)

9 CED Director Mellor reviewed the staff memo. He referenced Planning Commissioner Jensen's comments earlier in
10 the meeting regarding the fact that City Code requires that transactions such as this be reviewed by the Planning Commission
11 before City Council action, but it is his understanding that the Planning Commission did consider the purchase of this
12 property as part of another application. The trail component of the project was already approved by the City, but the trailhead
13 is technically located in Clearfield City. He added there is another property transaction needed in the area to provide trail
14 connectivity and that acquisition will go before the Planning Commission for their review and recommendation.

15 [7:45:00 PM](#)

16 Councilmember Johnson addressed City Attorney Roberts and asked if the City is on solid legal ground in
17 proceeding with approval of the agreement. Mr. Roberts answered yes and noted that the property transaction was included
18 in the plat for the overall project and the Planning Commission reviewed that document. He stated that the City is already
19 named as the owner of the property in Davis County records and this agreement will simply formalize that property
20 ownership to ensure the developer will receive compensation for the property.

21 [7:45:25 PM](#)

22 COUNCILMEMBER PETERSON MADE A MOTION TO AUTHORIZE ADMINISTRATION TO EXECUTE
23 LAND PURCHASE AGREEMENT FOR THE NINIGRET TRAIL PROJECT. COUNCILMEMBER GAILEY
24 SECONDED THE MOTION.

25 [7:45:46 PM](#)

1 Councilmember Lisonbee asked if the terms of the property acquisition are in line with previous discussions that
2 have taken place among the Council and staff. Mr. Mellor answered yes and noted there are contingencies in the agreement
3 that prepare for the worst case scenario; if the additional property acquisition with Ivory Homes is not successful, the City
4 will be kept whole and that is spelled out in the agreement.

5 [7:46:45 PM](#)

6 Mayor Palmer stated there has been a motion and second to approve the agreement and he called for a vote; ALL
7 VOTED IN FAVOR.

8

9 [7:47:05 PM](#)

10 10. Proposed Ordinance 2015-19 amending various sections of Title VIII
11 of the Syracuse City Municipal Code pertaining to performance
12 securities.

13 A staff memo from the Community and Economic Development (CED) Department explained City staff has done
14 due diligence as a result of various guarantee requests from developers. We have found the proposed options to be low risk
15 for performance security of required development improvements. The city would like to accept these low risk options for
16 guaranteeing development improvements to prevent the need for future special approval on certain developments. In addition,
17 as the economy improves, financial institutions have begun to ease up on restrictions and limitations for irrevocable letters of
18 credit which acts as a bond for entities viewed as low risk borrowers in the eyes of credible lending institutions. As the city
19 expands and creates more RDA's to encourage development, the RDA component will help facilitate different options to
20 utilize tax increment to facilitate development.

21 [7:47:16 PM](#)

22 CED Director Mellor reviewed the staff memo.

23 [7:48:10 PM](#)

24 COUNCILMEMBER PETERSON MADE A MOTION TO ADOPT PROPSOED ORDINANCE 2015-19
25 AMENDING VARIOUS SECTIONS OF TITLE VIII OF THE SYRACUSE CITY MUNICIPAL CODE PERTAINING TO
26 PEFORMANCE SECURITIES. COUNCILMEMBER GAILEY SECONDED THE MOTION; ALL VOTED IN FAVOR.

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[7:48:35 PM](#)

11. Proposed Ordinance 2015-21, enacting Section 11.20.040, Parking Restrictions, in the Syracuse City Code.

A staff memo from the Police Chief explained he is requesting the adoption of an additional parking ordinance. The purpose of this proposed ordinance is to allow the Department to better address parking concerns of residents and to provide increased safety. This ordinance would be added to Chapter 11 Section 20.

[7:49:05 PM](#)

COUNCILMEMBER LISONBEE MADE A MOTION TO ADOPT PROPOSED ORDINANCE 2015-21 ENACTING SECTION 11.20.040, PARKING RESTRICTIONS, IN THE SYRACUSE CITY CODE, WITH THE FOLLOWING AMENDMENT:

- AMEND SECTION 7C BY DELETING THE WORDS “FOR GREATER THAN ONE HOUR”.

COUNCILMEMBER BOLDUC SECONDED THE MOTION.

[7:49:36 PM](#)

Councilmember Johnson noted that through the process of additional review of this recommended ordinance it has become clearer and is not as restrictive as the document that was initially presented.

[7:50:01 PM](#)

Mayor Palmer stated there has been a motion and second to adopt the ordinance and he called for a vote; ALL VOTED IN FAVOR.

[7:50:20 PM](#)

12. Councilmember reports.

At each meeting the Councilmembers provide reports regarding the meetings and events they have participated in since the last City Council meeting. Councilmember Lisonbee’s report began at [7:50:20 PM](#). She was followed by Councilmembers Johnson, Gailey, Peterson, and Bolduc.

1 [8:00:28 PM](#)

2 13. Mayor's Report.

3 Mayor Palmer's report began at [8:00:35 PM](#).

4

5 [8:03:38 PM](#)

6 14. City Manager report

7 City Manager Bovero's report began at [8:03:40 PM](#). Public Works Director Whitley provided a status report
8 regarding various ongoing construction projects in the City.

9

10 [8:25:37 PM](#)

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

17 [8:25:41 PM](#)

18 COUNCILMEMBER PETERSON MADE A MOTION TO CONVENE IN A CLOSED EXECUTIVE SESSION
19 PURSUANT TO THE PROVISIONS OF SECTION 52-4-205 OF THE OPEN AND PUBLIC MEETINGS LAW FOR THE
20 PURPOSE OF DISCUSSING THE PURCHASE, EXCHANGE, OR LEASE OR REAL PROPERTY AND PENDING OR
21 REASONABLY IMMINENT LITIGATION. COUNCILMEMBER LISONBEE SECONDED THE MOTION; ALL
22 VOTED IN FAVOR.

23 The closed session began at 8:26p.m.

24 The meeting reconvened at 8:38 p.m.

25

1 At 8:39 COUNCILMEMBER GAILEY MADE A MOTION TO ADJOURN. COUNCILMEMBER PETERSON
2 SECONDED THE MOTION; ALL VOTED IN FAVOR.

3

4

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8 _____
9 Terry Palmer
10 Mayor

Cassie Z. Brown, CMC
City Recorder

11

Date approved: _____

Minutes of the Syracuse City Council Work Session Meeting, October 27, 2015

Minutes of the Work Session meeting of the Syracuse City Council held on October 27, 2015, at 6:00 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Corinne N. Bolduc
Mike Gailey
Craig A. Johnson

Mayor Terry Palmer
City Manager Brody Bovero
City Recorder Cassie Z. Brown

Excused: Councilmembers Karianne Lisonbee and Douglas Peterson

City Employees Present:

Finance Director Steve Marshall
City Attorney Paul Roberts
Community and Economic Development Director Brigham Mellor
Public Works Director Robert Whiteley
Parks and Recreation Director Kresta Robinson
Fire Chief Eric Froerer
Police Chief Garret Atkin
Police Lieutenant Lance Jensen

Visitors Present:	TJ Jensen	Dave Maughan	Ralph Vaughan
	Kevin Homer	Pat Zaugg	Andrea Anderson
	Gary Schvaneveldt	Kyle Scheaffer	Timarie Scheaffer
	Nicole Sitter	Jennifer Winchester	Loren Brinkerhoff
	Monique Otterstrom	Nicholas Roskelley	Brett Roskelley
	Shane Howes	Anthony Hayden	Leah Shingleton
	Ethan Brickey	Brandt Shaw	Jeff Headley
	Troy Shingleton		

The purpose of the Work Session was to receive public comments; discuss a proposed cemetery ordinance update; have discussion and receive public input regarding Skate Park; hear a presentation regarding the City’s Water Conservation Plan; discuss Council rules of order and procedure specific to committee appointment reports and public comments; review Efficiency Audit action priority list; and discuss Council business.

6:03:00 PM

Councilmember Johnson led the audience in the pledge of allegiance. Councilmember Bolduc offered an invocation.

6:03:24 PM

Public comments

1 TJ Jensen stated he is aware that the Mayor and staff have been working to get citizen involvement on planning for
2 the City in the future and this would be an excellent opportunity to begin laying the foundation for a strategic action planning
3 committee; he and the Mayor attended a seminar on this topic at the recent Utah League of Cities and Towns (ULCT)
4 Conference. He noted the committee would give the citizens the forum to get together and consider a priority list for all
5 projects in the City; it would be a great resource as long as the proper stakeholders and citizens were involved. He stated the
6 City has some planning in place, but plans are located in several different places and it can be difficult to get a holistic view
7 of the City. The budget is somewhat helpful, but is not considered a strategic planning tool; he strongly encouraged the
8 Council and Mayor to utilize such a committee. He added it would also behoove the City to wait for the record of decision
9 from the Utah Department of Transportation (UDOT) before proceeding with planning around the potential West Davis
10 Corridor alignment.

11 [6:05:18 PM](#)

12 Gary Schvaneveldt stated he lives on 2000 West next to two properties that were condemned for the State Road 193
13 project; the properties have been vacant for four years and in that time he has mowed them and kept the weeds down to make
14 it look nice because he has to live next to them. He stated that the homes were demolished last year after the road project was
15 completed and the person who had the contract to demolish the buildings has hauled in Applewood from an orchard in
16 Kaysville; he has permission from UDOT to store his vehicles on the property, but when he contacted UDOT they told him
17 that the contractor should not be allowed to store waste there. He reviewed photographs and identified a 15-foot tall pile of
18 garbage that he is drying out to sell as barbeque chips. He noted that in June he stopped mowing the property and he called
19 the City to complain about the problem; the contractor came onto his property and yelled at his wife and threatened to shoot
20 his dog. He has continued to call the City to complain about the issue and an officer finally told him that there is nothing the
21 City can do as another government agency owns the land. He stated that in September he then got a visit from the Code
22 Enforcement Officer about an unregistered vehicle in his backyard; he congratulated the Officer for seeing over a 15-foot pile
23 of garbage to see the unregistered vehicle in his backyard. He stated that on October 6 he received a notice informing him
24 that the City may begin the process of abating his property, so he walked down 2000 West and of the 21 houses located there,
25 18 of them have the exact same violations on their property. He stated he is willing to take responsibility for his junk, but he
26 feels he fits in with the neighborhood. He provided photographs of all the properties to the City Council and noted that he has
27 been working to bring his property into compliance by selling three vehicles over the past year. He noted he believes his

1 property will be taken for the 2000 West widening project. Mayor Palmer indicated the City will follow up on Mr.
2 Schvaneveldt's concerns.

3 [6:08:50 PM](#)

4 Dave Maughan stated that he noticed an item on tonight's agenda to discuss potential changes to rules regarding
5 public comment in Council meetings; he reviewed the proposed changes and noted that he would encourage the Council to
6 change the time limits for public comments from hard time limits to something that can be administered at the discretion of
7 the Council. He stated that sometimes it may take longer to discuss an issue and setting a hard time limit makes that difficult.
8 He added during past discussions the Council indicated support for adding a public comment period at the end of business
9 sessions and he would suggest that take place during work session as well so that people can provide input before a vote is
10 taken. He added there is also a rule regarding relevancy of comments and it may be appropriate to define whether comments
11 must be relevant to the City or only relevant to items listed on the agenda. He stated that he is worried that if the term
12 relevant is not defined there may be an opportunity for the Council or Mayor to declare someone's comments irrelevant in
13 order to shut them down. He then addressed the agenda item dealing with prioritization of the recommendations included in
14 the efficiency audit and he noted some items deal with recommendations to hire additional staff, while other
15 recommendations deal with programming that could result in a cost savings. He stated he is not sure staff can be hired
16 without realizing cost savings first because new staff will cost more money.

17

18 [6:11:17 PM](#)

19 **Cemetery ordinance update**

20 A staff memo from the Public Works Department explained the cemetery has had requests for granite base
21 monuments rather than concrete. The proposed ordinance allows granite as an alternative to a concrete base. Clarification is
22 added to the ordinance to reduce confusion of terms such as burial position vs. lot. Responsibilities are also clarified.

23 [6:11:30 PM](#)

24 Public Works Director Whiteley reviewed his staff memo.

25 [6:13:26 PM](#)

1 The Council briefly discussed the proposal to allow granite bases for headstones, with a focus on the reason granite
2 was not permitted in the cemetery in the past; Parks and Recreation Director Robinson noted that granite was disallowed in
3 the past because repairing damage to granite bases or mow strips would be more costly than repairing concrete. Mr. Whiteley
4 noted that issue has been addressed by language added to the proposed ordinance to indicate the City will not accept
5 responsibility for loss or damage to granite foundations or mow strips.

6 [6:17:51 PM](#)

7 Councilmember Gailey discussed the definition of shared positions and noted the limits on shared positions should
8 also be limited elsewhere in the code in a section regarding interment. He also referenced additional grammatical and
9 typographical issues that should be corrected in the ordinance before it is presented for final adoption. Mr. Whiteley stated
10 he will make those changes.

11
12 [6:22:08 PM](#)

13 **Discussion and public input regarding Skate Park**

14 An administrative staff memo explained Mayor Palmer added this item to the agenda in response to recent citizen
15 feedback regarding the stated of the City's Skate Park.

16 [6:22:21 PM](#)

17 Mayor Palmer explained the City has received letters from concerned citizens regarding conditions and activities at
18 the Skate Park and he wanted to add this item to the agenda to allow for residents to provide public input regarding their
19 feelings about the facility. He noted that he and the City Manager met with Leah Shingleton about the issues that she, her
20 husband, and other residents have expressed, which include vandalism, tables being removed from the park, trash on the
21 grounds, use of profanity, and lack of respect from the users of the park towards other parents and children in the area.

22 Mr. Bovero noted that the City has investigated surveillance options to combat issues like vandalism and theft in this
23 park as well as other parks in the City; another option would be to develop a park watch program that would entail citizen
24 involvement; finally staff has reviewed current ordinances regarding the park and there are conflicts or rules that can be
25 difficult for the City to enforce. For that reason, staff believes it may be necessary for the Council to consider potential
26 amendments to the park regulations.

1 [6:26:51 PM](#)

2 Police Lieutenant Jensen noted the Police Chief has spoken to several residents about their concerns. He first
3 addressed the issue of vulgar language or profanity and noted that, though the Police Department does not promote those
4 activities, there is nothing the Department can do to restrict one's speech unless it is threatening or harassing. City Attorney
5 Roberts agreed and provided an overview of laws and case law relative to limiting speech. Lieutenant Jensen then added that
6 littering is difficult to address as well unless a Police Officer is present to view the littering violation being committed or
7 unless a citizen is willing to make a citizens' arrest or file a complaint and potentially testify against the violator.

8 [6:32:21 PM](#)

9 Councilmember Johnson stated he is in favor of closing the skate park; when it was initially built the entire
10 neighborhood located near the facility was surprised because there was no public involvement in the project. He stated it has
11 been a sore spot for the neighborhood ever since and he suggested that the City close or remove the park rather than
12 continuing to expend funds and dedicating resources to address the problems. He noted the bowl could be filled in and the
13 space could be used for pickleball courts.

14 [6:33:27 PM](#)

15 Councilmember Gailey noted he received an email from a resident who suggested that the City's Recreation
16 Department sponsor a program that would provide for organizing skating activities. Parks and Recreation Director Robinson
17 stated there are opportunities to provide some organizing activities at the park, but she does not believe that will completely
18 deter vandalism. She noted, however, that since the public discussion about the issues at the park took place on a Facebook
19 page, the users of the park and other groups have been much better at removing their trash and vandalism has reduced. She
20 added there are great kids that use the skate park and many of them are not doing anything wrong; it would be hard for her to
21 recommend closing the park.

22 [6:35:24 PM](#)

23 Council discussion of the matter at hand ensued, with a focus on security or surveillance measures that could be
24 taken to address vandalism or littering at the park, after which Mayor Palmer invited public input on the issue.

25 [6:36:59 PM](#)

1 Brandt Shaw stated that he grew up in the community and he was part of the group that was part of getting a skate
2 park in the City; he would hate to see it close because it serves a large group of youth. He noted he usually notices very
3 young children using their scooters at the park and taking it away from them seems like a rash decision. He discussed
4 practices used in other cities that have seemed to keep vandalism and other problems in their skate park at a minimum, such
5 as providing seating options, providing adequate trash receptacles, and hanging signage at the park that clearly communicates
6 park rules. He stated that he works with many junior high aged youth and he is hesitant to just close something because it is
7 currently not working; that sends the message to the student that if something doesn't work they should just quit rather than
8 try to find solutions or address problems. He stated if the park is closed the result will be alienation of members of the
9 community who have a 'bad rap' as well as decentralization of the problem.

10 [6:40:34 PM](#)

11 Ms. Robinson stated she is supportive of keeping the park, but it is very difficult for her to continue to fund features
12 for the park, such as seating and garbage cans, when the users continue to destroy or steal them. Mr. Shaw stated he
13 understands and emphasized the need for signage to inform users of the consequences associated with vandalizing or stealing
14 from the park. He noted the sign could list expected behaviors. Ms. Robinson noted such a sign was previously located at the
15 skate park and it has been repeatedly destroyed and replaced by the City, but at some point the City needs to stop replacing
16 things that are destroyed or stolen until users of the park are willing to take ownership. Mr. Shaw agreed.

17 [6:43:19 PM](#)

18 Leah Shingleton stated that as issues related to the skate park have been discussed recently, she initially felt that it
19 should be closed, but she has realized closing or relocating it would be very costly and place a demand on City resources. She
20 stated that teenagers need two things as they are preparing to enter society as adults: accountability and a purpose, especially
21 in their peer group. She suggested that a purpose be created for the peer group that uses the park and that may be
22 accomplished by creating organized skating activities or competitions for the users of the park. She suggested that local
23 businesses or residents that could serve as mentors for the youth could sponsor the clinics or competitions and the outcome
24 would be great. She addressed accountability and noted that she has spoken to some of the kids at the park who are very
25 frustrated by the actions of other users and they have asked them to check their actions, but they are upset about the potential
26 for them to be punished for others' actions. She stated implementation of a surveillance or security system at the park would
27 be pivotal as it would help the City identify those that should truly be held accountable for their actions.

1 [6:47:27 PM](#)

2 Councilmember Johnson noted that problems will arise if the City implements rules for the park without an
3 enforcement mechanism. Mayor Palmer noted the City has received some suggested rules for the park that could be
4 considered.

5 [6:48:04 PM](#)

6 Ethan Brickey stated he is aware of local youth that use the park and vandalize or trash it, but most of the kids that
7 leave trash at the park are visitors from other cities who do not feel it is important to take care of the park. He stated that he is
8 not aware of vandalism that has occurred at the park for about three years; conditions have improved and the users would
9 appreciate a garbage can and bench at the park. Mayor Palmer asked Mr. Brickey what he and his friends could do to
10 improve the park. Mr. Brickey stated they could stop using profanity and encourage all users to take care of the facility.

11 [6:49:54 PM](#)

12 Councilmember Gailey suggested that a local school, such as Syracuse Junior High, could adopt the skate park and
13 oversee trash pickup. Ms. Robinson noted that some local scout groups have done just that; they are providing service to the
14 community. She noted there are similar problems at many of the City's parks and it is not possible to put a garbage can every
15 five feet; users need to take accountability and throw their trash away.

16 [6:50:55 PM](#)

17 Dave Maughan stated that since this issue was raised he has spoken with the Police Chief and citizens. He noted that
18 his office is located directly across the street from the Cottonwood Heights skate park and it was also heavily vandalized for
19 several years until the city council there decided to close it. What changed was that a group of users that came forward and
20 committed to change the culture at the skate park; they created a schedule with shifts during which individuals would monitor
21 the park. He added that the park has a fence around it and the park is not open past 10:00 p.m.; he is not saying Syracuse
22 needs to do that, but he does not see a way to keep the skate park open without somehow involving the kids that want to use
23 it and encouraging them to work together to ensure the users change their behavior. He stated that will be difficult because
24 they will need to stand up to or identify for the police the users that are abusing the park; in Cottonwood Heights, a violator
25 was required to perform community service in order to gain access back into the park. He noted that everyone has a smart
26 phone and it should be possible for users to take photos of kids that are vandalizing or stealing from the park and turn them

1 into the police for enforcement; it is not a citizens job to arrest someone, but if they see something they should do something
2 and make sure something is done about it. He added it is unfair to the rest of the community to continue to replace something
3 that is repeatedly broken.

4 [6:53:27 PM](#)

5 Andrea Anderson addressed Councilmember Gailey’s suggestion that a local school adopt the park and she noted
6 that Clearfield High School has done just that for the park located across the street. She stated she feels it would be a great
7 idea to explore in Syracuse. Councilmember Gailey noted that he has worked with youth for some time and it is his belief
8 that they will govern themselves if they are allowed to do so. He stated he feels it would be great to have a presence from the
9 junior high at the park to facilitate that governance.

10 [6:54:14 PM](#)

11 Scott Sleeman suggested that the City use ‘dummy’ cameras on the poles at the skate park so that people believe
12 they are being watched and they adjust their behavior. Lieutenant Jensen stated that fake cameras have been used at the park
13 and at the nearby restroom facility; it has not worked and the area continues to be vandalized. Ms. Robinson added that actual
14 cameras need to be high quality and located a height low enough to get a quality photo of someone’s face in order to identify
15 them.

16 [6:56:23 PM](#)

17 Anthony Hayden stated he has removed graffiti from the area; he came from an inner city and he is concerned. He
18 stated he would like to ask for more response from the Police Department – not immediate response, but follow-up responses.
19 He stated that he contacted the Department to report graffiti and one week later it was still there. He stated that Syracuse was
20 a savior for him, but to see the graffiti was alarming to him and he wanted to determine the connection between the graffiti
21 and other crimes. He stated there have been break-ins on Banbury Drive within a stone’s throw of the Police Station. He
22 stated the reciprocating information is good.

23 [6:58:26 PM](#)

24 Pat Zaugg stated she likes the idea of using mentors and local businesses to assist the youth that use the park, but she
25 wondered if those people would need to go through the City’s volunteer background check process; if so, that could be costly
26 and place a burden on resources. She stated that the background check is needed because she would not want unchecked

1 volunteers working with the youth of the community. She then asked if the park is closed at night. Mr. Bovero noted that by
2 ordinance the hours for the park are from 5:00 a.m. to 11:00 p.m., but there is no gate to prevent someone from being in the
3 park during hours of closure. Ms. Zaugg then noted she believes Syracuse City needs to adopt a noise ordinance; this would
4 address noise associated with the skate park and other area of the City.

5 [7:00:43 PM](#)

6 Nicole Sitter stated she likes the idea of offering organized activities or competitions for kids at the skate park. She
7 noted that children participating in other sports always have people cheering them on, but kids that participate in skating
8 always seem to have people looking down on them and that probably has a lot to do with why the kids cause trouble. She
9 stated that may be addressed if something was done to make them feel important.

10 [7:02:12 PM](#)

11 TJ Jensen stated that if the City creates an organized activity for the skate park, it would be beneficial to engage
12 participants in also cleaning the park or educating them on what it takes to remove graffiti so that they understand the
13 implications of their actions. He noted that allowing the kids to take ownership of the park they will be more willing to
14 protect it.

15 [7:03:05 PM](#)

16 Ralph Vaughan stated that he feels those that have spoken tonight could serve as a great core group for a skate park
17 committee. Mayor Palmer agreed and stated that he would like to work with the citizens, specifically those that use the park,
18 to solve the problems. He stated that it will be key to refine the youth that use the park and to engage adults to supervise
19 activities there. Ms. Zaugg agreed that parents need to be involved and she would be worried about trying to get kids to
20 police one another at the park. Councilmember Johnson agreed and stated government should not come up with the solution;
21 rather, the citizens should have a vested interest in the park.

22 [7:05:38 PM](#)

23 Mr. Bovero then summarized his understanding of the direction staff has received tonight, noting City
24 Administration will review the ordinance governing the park and recommend appropriate amendments. Councilmember
25 Bolduc stated she would like to consider an 'adopt the park' program because that would create ownership for the kids using
26 the park. Mr. Bovero asked the Council if they would like staff to investigate the option of creating an organized recreation

1 program for users of the park. Councilmembers Bolduc and Gailey as well as Mayor Palmer answered yes. Mr. Bovero added
2 he will also review costs for upgrading the security and surveillance system at the park as well as nearby Founders Park.
3 Information Technologies (IT) Director Peace stated he has received a bid of \$6,000 to upgrade the system at the park.
4

5 [7:09:04 PM](#)

6 **Presentation of Water Conservation Plan**

7 A staff memo from Public Works Director Whiteley explained The Utah Division of Water Resources has been
8 charged with the administration of the Utah Water Conservation Plan Act (UCA 73-10-32), which requires each water district
9 and public water system to submit a water conservation plan with updates every five years. The current plan was completed
10 in 2010. The updated plan must be complete and submitted by December 31, 2015 in order to remain in compliance. This
11 was mentioned in the April 28, 2015 city council work session. The main purpose of the water conservation plan is to reduce
12 the per capita water use in order to support the statewide goal of reducing 25 percent by the year 2025. The water
13 conservation plan is a written document that contains existing and proposed water conservation measures describing what
14 will be done by retail water providers, water conservancy districts, and the end user of water to help conserve water and limit
15 or reduce its use in the state in terms of per capita consumption so that adequate supplies of water are available for future
16 needs. This plan must address water conservation for both culinary and secondary water. A draft has been prepared for
17 discussion. Resources used for the draft include the 2010 plan, current water data, current population data and updated
18 projections, as well as plan recommendations checklist generated from the state. The memo concluded staff recommends the
19 Council review the plan in anticipation of adoption during the November 10, 2015 City Council meeting.

20 [7:09:10 PM](#)

21 Mr. Whiteley reviewed his staff memo and he reviewed the highlights of the proposed Plan, with a focus on the fact
22 that the City's average water usage per person is higher than the State of Utah average. There was brief general Council
23 discussion throughout the presentation, after which Mr. Whiteley noted he will proceed with preparing the plan for adoption
24 at the November 10, 2015 meeting though he will not be available to attend that meeting.
25

26 [7:14:58 PM](#)

1 **Discuss Council rules of order and procedure specific to**
2 **committee appointment reports and public comments.**

3 An administrative staff memo explained the during the October 13 work session meeting the Council discussed
4 potential changes to the public comments section of the Rules of Order and Procedure document. The recommended changes
5 understood by staff have been reflected in the section below:

6 **Content.** Discussions in the meetings are to be limited to agenda items and issues reasonably related
7 thereto. Comments or presentation by the public are to be limited to relevant issues. In order to ensure that
8 the meetings proceed timely and orderly, the Mayor may impose a time limit on those desiring to address
9 the Council. Individuals addressing the Council during the public comment period of the meeting or during
10 a public hearing shall be given a time limit of not less than three minutes. Public comment periods will be
11 included at the beginning and end of business meeting agendas and at the beginning of extended work
12 session agendas; the Council may also accept public input for each item listed on an extended work session
13 agenda as discussion of each item proceeds. ~~Groups desiring to address the Council will be asked to select a~~
14 ~~spokesperson for this purpose and the Mayor may also impose a time limit on said spokesperson. A group~~
15 ~~shall be defined as an assembly of five or more people in attendance with similar viewpoints on a give~~
16 ~~issue. The names of each member of the group shall be provided to the City Recorder as well as the name~~
17 ~~of the spokesperson of the group. This information must be provided prior to the spokesperson being~~
18 ~~allowed to address the Governing Body for a minimum of five minutes.~~ Any person who disrupts the
19 meeting by exceeding a time limit, discussing irrelevant issues, or otherwise, may be removed at the
20 direction of the Mayor.

21 The memo further explained that during the October 13 business meeting, Councilmember Gailey asked that the
22 Council have an opportunity to review the Rules of Order and Procedure document in order to include a policy regulating
23 reports pertaining to Councilmember assignments and appointments. There is currently no section of the Rules of Order and
24 Procedure document that addresses this issue and, therefore, this item was added to the agenda to facilitate a discussion
25 regarding the creation of such language.

26 7:15:03 PM

1 City Recorder Brown reviewed the memo. After brief discussion and feedback by the Council, they offered their
2 support for proceeding with approving the amendments to the section of the rules of order and procedure dealing with public
3 comments.

4 [7:20:16 PM](#)

5 Councilmember Gailey then used the aid of a PowerPoint presentation to provide the Council with information
6 regarding the difference between the terms “on behalf of” and “in behalf of” relevant to a Councilmember representing the
7 City in various committee or board assignments. He noted that during the upcoming retreat he would like to have additional
8 discussion about rules governing Councilmember assignments in order to help those that have assignments to districts or
9 other boards to understand the steps they need to follow before casting a vote that is considered to be representative of the
10 City. Councilmember Bolduc stated that she is grateful Councilmember Gailey wants to discuss this, but she noted when a
11 member of the Council has been appointed by the Council to serve in another capacity they have the power to speak on
12 behalf of the City. Mayor Palmer stated it is important that Councilmembers representing the City on other board or
13 committees understand the City Council’s feelings before casting a vote on particular issues. Councilmember Gailey agreed
14 and noted he has seen problems arise in the past when a member of the Council has voted in a certain way without
15 conferring with the Council and he wants to keep that from happening.

16 [7:29:07 PM](#)

17 TJ Jensen referred back to the discussion regarding public comments and noted that the Planning Commission
18 agendas include language that is helpful for citizens to understand the intent of public comment periods.

19

20 [7:30:08 PM](#)

21 **Review Efficiency Audit action priority list**

22 A staff memo from the City Manager explained that at the September 2015 work session, the Council expressed
23 interest in a obtaining a recommended priority listing of the findings of the performance audit, also referred to as the
24 efficiency audit. In an effort to facilitate the discussion, the Administration has reviewed the findings of the efficiency audit
25 and offers the attached 3-tiered priority listing for the Council’s consideration on which issues to address first. An action
26 priority list included in the Council packet contains three tiers that indicate the suggested priority, with Tier 1 being the top

1 priority items. The sheet also includes a “Completed” column to allow tracking of the items as they are completed. Also
2 included is a “Budgetary Impact” column to show the estimated budgetary impact of each item. The document is designed to
3 be a working document that will allow notes and summaries of each item as we address them, which can explain the
4 budgetary impact as each project evolves. The memo concluded the intent of this agenda item was to give the Council the
5 opportunity to determine the priority of the items on the list and give direction to staff accordingly.

6 [7:30:18 PM](#)

7 City Manager Bovero reviewed his staff memo and briefly reviewed the priority list. He noted he would like to
8 proceed by investigating tier one priorities first and bring them to the Council for additional discussion in future work session
9 meetings.

10 [7:33:07 PM](#)

11 Councilmember Johnson stated he was not impressed with the efficiency audit; in fact, he would not call it an
12 efficiency audit and he feels it was a waste of money. He stated he would apologize to the citizens for wasting taxpayer
13 money on it because it did not give the Council what they wanted from the report; he was hoping to see recommendations on
14 how to decrease budgets and lower expenditures or how to restructure in order to do better. He stated instead the report talks
15 about how to grow government rather than better managing taxpayer money or structuring departments in such a way that
16 they can fulfill their duties and responsibilities in the most effective way. He stated he has seen efficiency audits created by
17 other firms for a couple of companies he has worked for and the audits include recommendations regarding how to
18 consolidate efforts to provide better efficiencies. He stated that is what he was expecting from the report and since that is not
19 available he is not looking to prioritize the suggestions included. He added he thinks the things Mr. Bovero has done since his
20 employment began with the City have moved the City in the right direction and he feels the priority is to continue with what
21 he and his staff members have been doing. He reiterated the report focuses on growing government or making the City
22 different than it is and he does not support that; he would like staff to continue to search for ways to reduce expenses, pay off
23 debt, and continue with the plans that have been put in place in recent months. Councilmember Bolduc agreed and stated that
24 she feels the City needs to look at budgeting; the current budgeting philosophy is based on estimates and she feels it is
25 appropriate to be much more accountable. She would like to know the City’s true costs, down to the nuts and bolts. She
26 stated she does not know much about what has been happening in the City because she is new to the Council, but she feels
27 that Mr. Bovero is headed in the right direction. She noted, however, that she is very concerned about the City’s utility funds.

1 [7:37:46 PM](#)

2 Councilmember Gailey noted scouting provides a great training for adult leaders over the age of 18 and one of the
3 takeaways from that training is the development of effective teams, specifically those borne of vision and mission. He stated
4 that he would like to work on one of the recommendations of the efficiency audit to become a stronger and more efficient
5 team. He stated he is glad the Council and staff will be participating in a retreat event soon after the election. He stated is
6 somewhat disappointed on other recommendations of the audit, but he is very supportive of working to create a stronger team
7 and he cannot wait to get started on that goal. Mayor Palmer agreed. He noted that he recently attended a Davis County
8 Chamber of Commerce meeting with mayors from other Davis County cities and he was impressed by one mayor who stood
9 and commented that he was proud that his Council and leadership staff work very closely together than are on the same page.
10 He stated the report indicated that is not the case in Syracuse and he would like to work in the direction of working better as a
11 team. Councilmember Gailey stated that one of his mentors once told him “we all do about as well as we know how”; he
12 noted he likes the prioritization list that Mr. Bovero has developed and he feels there is value in reviewing the items there,
13 specifically those dealing with engaging the youth of the community. Councilmember Gailey then stated he agrees with
14 Councilmember Johnson that the audit is missing recommendations regarding how to restructure or implement some of the
15 suggestions made. Mayor Palmer noted that the City has not received the final report yet. Councilmember Gailey added that
16 he feels the City has some great minds on staff; when he was serving as a Councilmember in the 1980s the City did not have
17 the same quality of staff and he feels staff and the Council can work together to create efficiencies.

18 [7:44:45 PM](#)

19 Mr. Bovero noted that he understands the Council’s feelings regarding the audit, but he would like to continue to
20 work through the priority list to evaluate some of the recommendations, specifically those dealing with risk to the City.
21 Councilmember Bolduc stated she is comfortable proceeding in that manner, but she would like specific budget data for each
22 item included on the priority list. Councilmember Johnson noted that data is reviewed during budget retreats, but it may be
23 helpful to hold quarterly budget meetings. The Council engaged in a discussion about additional opportunities to review the
24 City’s budget information, ultimately concluding the review financial information for the City once a month during extended
25 work session meetings.

26 [7:49:59 PM](#)

1 Mr. Bovero then stated one change he wants to make to the priority list is under tier two for a Public Works; he
2 wants to move the evaluation of the radio read water meter system to tier one. He noted the City's culinary water system is
3 already metered and the City uses an employee to manually collect the data from meters. He stated radio reads would
4 eliminate the need for that service. Councilmember Bolduc stated she would like to understand the cost associated with
5 moving in that direction. Mr. Bovero noted that is yet to be evaluated; it would be an upfront cost, but it may pay off in the
6 long term. Councilmember Bolduc stated she would also like to understand how long the radio read mechanism lasts.

7
8 [7:51:25 PM](#)

9 **Council business**

10 Councilmembers then provided brief reports regarding the activities they have participated in since the last City
11 Council meeting.

12 Councilmember Gailey reported on the Chamber of Commerce trunk or treat held last night; it drew over 3,500
13 people and was a great event.

14 Councilmember Bolduc reported on a meeting she participated in with Mr. Bovero and Finance Director Marshall as
15 well as a few citizens where they discussed the finances of the City in an effort to get answers to concerns about the utility
16 funds of the City; the meeting also focused on potentially changing the City's estimation budgeting philosophy. Mr. Bovero
17 noted that staff can bring those issues to the Council in order to discuss the justification for costs charged to the City's utility
18 funds. Councilmember Bolduc stated that would be good; she added that what was working for the City before the economic
19 downturn in 2008 seemed to be working well; she added that she would like to discuss whether transfers from the utility fund
20 to the general fund are appropriate.

21 Mayor Palmer provided a report regarding the status of Utah Department Transportation (UDOT) negotiations to
22 purchase homes along 2000 West for the widening project; the actual construction work would not start until July of 2017.
23 He also discussed the potential for the City's museum to participate in the relocation of the historical building at 1637 South
24 2000 West currently owned by Andrew Sherman. The museum is working to raise funds to assist in the project, which is
25 estimated to cost approximately \$42,000. He reviewed some of the historical uses of the building. The Council engaged in a
26 brainstorming session regarding various fundraising options.

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The meeting adjourned at 8:06 p.m.

Terry Palmer
Mayor

Cassie Z. Brown, CMC
City Recorder

Date approved: _____



COUNCIL AGENDA

October 27, 2015

Agenda Item “6”

Proposed Ordinance 2015-23 amending Chapter 4.30 of the Syracuse City Code – Cemetery Regulations.

Factual Summation

- Please direct any questions regarding this agenda item to Cemetery Sexton Kathryn Lukes or City Attorney Roberts.
- The cemetery has had requests for granite base monuments rather than concrete. The proposed ordinance allows granite as an alternative to a concrete base.
- Clarification is added to the ordinance to reduce confusion of terms such as burial position vs. lot. Responsibilities are also clarified.
- This item was discussed during the October 27, 2015 work session meeting and the Council supported proceeding with the proposed amendments.

Recommendations

- Adopt proposed ordinance 2015-23 amending Chapter 4.30 of the Syracuse City Code regarding cemetery regulations.

ORDINANCE 2015-23

**AN ORDINANCE OF THE SYRACUSE CITY COUNCIL AMENDING
CHAPTER 4.30 OF THE SYRACUSE CITY CODE – CEMETERY
REGULATIONS.**

WHEREAS, pursuant to section 10-8-62 of the Utah Code, the City has authority to own and operate cemeteries, and to enact laws regulating these properties; and

WHEREAS, the proper regulation of the City’s cemetery will improve the general welfare of our citizens and the quiet enjoyment of our community; and

WHEREAS, City regulations must, from time to time, be adjusted and clarified based upon the experience of the Cemetery Sexton and other members of staff; and

WHEREAS, the City Council finds that the proposed amendments will result in a better-regulated and orderly cemetery,

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

Section 1. Amendment. Chapter 4.30 of the Syracuse Municipal Code is amended, as provided in the attached exhibit (Exhibit A).

Section 2. Effective Date. This Ordinance shall become effective immediately upon its passage.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY,
STATE OF UTAH, this 10th day of November, 2015.**

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, CMC
City Recorder

By: _____
Terry Palmer
Mayor

EXHIBIT A

Proposed Amendment

Chapter 4.30

CEMETERY REGULATIONS¹

Sections:

- 4.30.010 Definitions.
- 4.30.020 Cemetery name.
- 4.30.030 Office of Sexton.
- 4.30.040 Duties of Cemetery Sexton.
- 4.30.050 Sale of burial rights.
- 4.30.060 Transfer of burial rights.
- 4.30.070 Interments.
- 4.30.080 Disinterment.
- 4.30.090 Abandonment.
- 4.30.100 Conduct.
- 4.30.110 Cemetery hours.
- 4.30.120 Monuments and markers.
- 4.30.130 Decoration of graves.
- 4.30.140 Perpetual care.
- 4.30.150 Violation – Penalty.

4.30.010 Definitions.

“Block” means a row of burial positions in an east – west direction, in reference to the layout of graves in the Cemetery.

“Cemetery” ~~shall~~ means any cemetery owned and/or maintained by the City for the purpose of receiving the remains of deceased humans.

“Cemetery office” ~~shall~~ means the Public Works Office maintained at 3061 South 2400 West, Syracuse, Utah 84075.

“Certificate,” ~~referred to herein, shall~~ means a burial right certificate.

“Certificate holder” ~~is intended to mean and shall be construed to~~ means the owner or purchaser of burial rights and privileges, or the collateral right of use of any burial ~~plot~~ position, evidenced by a burial right certificate or by proved and recognized descent or devise from the original owner.

“City” ~~shall~~ means Syracuse City, Utah.

~~“Lot” shall include partial lots or single graves in the City cemetery~~

“Lot” means a column of burial positions in a north – south direction, in reference to the layout of graves in the Cemetery.

“Marker” means a headstone ~~which extends flush with the surface of the ground made of granite, marble, and metal surfaces; no more than 12 inches above the ground.~~

“Monument” ~~means a shall include tombstone or~~ headstone ~~of granite, marble, or metal substances~~ which ~~shall~~ extends above the surface of the ground at least 12 inches in height or higher, ~~but not exceeding four feet.~~

“Mow strip” ~~shall refer to~~ means the six-inch concrete ~~or granite~~ strip around the monument or marker.

“Owner” means a person who possesses a burial right to a position or grave site, and does not indicate ownership of the ground or property.

“Person” ~~shall~~ means an individual, group, partnership, firm, corporation, or association.

“Plat” means a large section of lots and blocks, in reference to the layout of graves in the Cemetery.

“Position” or “burial position” means an individual grave, sometimes referred as a burial position.

“Resident” means any person currently residing within or owning property within the incorporated limits of Syracuse City, or a Planning District on the City’s General Plan Map, or any person owning property within the incorporated limits of Syracuse City, or any person who resided within the incorporated limits of Syracuse City meet these conditions immediately prior to being placed in a health care institution.

“Responsible party” shall refer to means any person selected by the family of the deceased to act in its behalf and can include the heir apparent, religious leader, mortician, funeral director, or any other person the family selects in choosing graves, making available information on the deceased party, and taking full liability for the family obligations concerning the services performed on the cemetery’s property.

~~“Sexton” means the Cemetery Sexton, shall be an individual appointed by the Mayor with the advice and consent of the City Council and~~ whose appointment and duties are described within this chapter.

“Shared Position” means situations where a single burial position is shared by more than one vault.

“Vault” means a structurally solid container used for the placement of a casket or urn.

Words. Single words shall include the plural and masculine words shall include the feminine and neuter. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-01.]

4.30.020 Cemetery name.

The burial ground of Syracuse City shall be known and designated by the name of Syracuse City Cemetery. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-02.]

4.30.030 Office of Sexton.

There is hereby created the office of Cemetery Sexton, which office shall be filled by appointment of the Mayor, with the advice and consent of the City Council. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-03.]

4.30.040 Duties of Cemetery Sexton.

(A) It shall be the duty of the ~~Cemetery~~-Sexton, or his/her representative, to supervise, manage, operate, maintain and improve the cemetery in accordance with the provisions of the City ordinances and the rules and regulations adopted by the City Council.

(B) It shall be the ~~Cemetery~~-Sexton’s duty to keep a true and correct record of all burial positions.~~plots~~.

(C) The ~~Cemetery~~-Sexton, or his/her representative, shall direct all interments, disinterments, and marking for monuments or markers in the cemetery.

(D) The ~~Cemetery~~-Sexton, or his/her representative shall direct all funeral corteges while in the boundary of the cemetery as deemed necessary.

(E) The ~~Cemetery~~-Sexton shall approve all claims chargeable against the cemetery. The ~~Cemetery~~-Sexton shall provide such information to the City ~~Administrator Manager or City Council~~ as may be required.

(F) The ~~Cemetery~~-Sexton shall employ such help as required to carry out the duties prescribed by the City ordinances and the rules and regulations adopted by the City Council.

(G) The ~~Cemetery~~-Sexton shall have the authority to announce additional regulations when necessary, with the approval of the City Council.

(H) Any person ~~or firm~~ desiring to perform work within the cemetery must first secure the approval and written permission of the Sexton. All settings of vases, markers and monuments and all plantings of trees, shrubs and flowers must be approved by the Sexton before the work is commenced and all work shall be performed under the direction of the ~~Cemetery~~-Sexton or his/her representative.

(I) It shall be the duty of the ~~Cemetery~~ Sexton or his/her representative to remove floral pieces or displays left on any grave when he/she deems necessary. [Ord. 12-07 § 1 (Exh. A); Ord. 09-11 § 2; Code 1971 § 4-06-04.]

4.30.050 Sale of burial rights.

(A) The ~~Cemetery~~ Sexton or his/her representative shall be the registrar of burials for the City, and before burying any dead in any City-owned cemetery within the City limits, the relatives or other persons having charge of said body shall be required to furnish to the Sexton or representative a statement of which shall include the name of the person deceased, when and where born, if known, the date and cause of death, ~~and cause thereof~~. Also, the initial letter with information of the plat, as well as the number of block, lot and position where person is to be buried.

(B) No person who shall purchase the use of any grave site or lot-position for burial purposes within the City cemetery shall sell such position ~~or lot~~ to any buyer except the City.

(C) The City hereby agrees to ~~buy back-refund~~ any lot-position which it may hereafter sell. The price in which the City ~~buys back-refunds~~ a lot-position shall be the exact price the owner paid. In no event shall the City pay more ~~nor less than the~~ originally ~~purchased-for price~~.

(D) The sale of every lot-position is a right to burial. The ~~lot-position or grave site~~ owner does not own the ground in which the person is ~~said to be buried in~~. The use of every lot-position ~~or single grave site~~ sold is subject to the rules and regulations that may ~~be~~ hereafter be adopted, ~~and to such changes of the present rules as are found necessary for the protection of lot owners and the remains of the dead, and any such sale shall cover the use of such lot or grave site for burial purposes only. In the event of an emergency t~~The Sexton has the sole right to move lot-positions or grave site-owners to other unoccupied lots-positions without reimbursement from the City. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-05.]

4.30.060 Transfer of burial rights.

(A) Transfers of burial rights may be initiated by submitting a completed and, notarized transfer of ownership form to the Sexton, accompanied by a transfer fee, in an amount set by resolution of the City Council.

~~(B) When re ownership to-of a purchased lot-position is to be transferred, the original deed-certificate shall be cancelled and the record so corrected. A transfer fee, as set by the resolution of the City Council, shall be paid to the City Sexton for such service.~~

~~(B) Whenever ownership of purchased positions to-purchased-lots reverts to the City, the original deeds-certificates shall be filed with the City Sexton, and before new deeds-certificates are issued, covering said property, the original deed-certificate shall be cancelled or quit-claim deed given and the record so changed. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-06.]~~

4.30.070 Interments.

(A) There shall be no interment of anything other than the remains of human bodies in City Cemetery, ~~and no interment of any deceased human shall be made in any other place than within cemeteries devoted to that purpose.~~

(B) No person, except the certificate holder of a lot-position shall be interred in any upon which interment is to be made, shall use the be buried in plot said position or lot in the ~~C~~cemetery without first obtaining written permission from the designated certificate holder, ~~of said lot, or~~ nearest relative of the certificate holder, executor, or power of attorney thereof. ___

~~(C) All graveside services and ceremonies at the Cemetery must be scheduled with the Sexton. Funeral directors must schedule the use of the cemetery, have the interment work order signed, and have fees paid in full before arrangements with the family are concluded.~~

~~(D) The human remains must arrive to the cemetery before 3:00 p.m. (November 1st to April 30th) and at or before 4:00 p.m. (May 1st to October 31st) for interment if the grave is to be filled in with earth the same day.~~

Any graveside service or ceremony at the cemetery which concludes after 3:00 PM shall be subject to an after-hours fee.

(E) There shall be no interments on Sundays or the legal holidays of New Year's Day, Memorial Day, Independence Day, Pioneer Day, Thanksgiving Day, and Christmas Day.

(F) No person shall be buried in the City Cemetery unless the casket shall be placed in a reinforced concrete, steel or other vault approved by the City Sexton.

(G) Saturday services and services held on holidays not listed herein will be charged an additional fee as set ~~for~~ by the City Council ~~in addition to the standard interment fee~~.

(H) It shall be unlawful to bury the body of any person within the limits of the City, except in public or private cemeteries located therein, unless by special permission by the City Council.

(I) An Interment Form must be completed and signed by the certificate holder or next of kin. Fees must be paid in full prior to initiating the opening of the grave.

(J) The City shall not be responsible for providing equipment, vaults, monuments or markers, graveside services, casket lowering devices, or appurtenances.

(K) A shared position can only be permitted if the vaults do not exceed the size of a single burial position.

[Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-07.]

4.30.080 Disinterment.

(A) No person shall disinter any human remains in the cemetery, except under the direction of the Sexton. All disinterments shall comply with applicable state law.

(B) Before disinterring any remains of any person who has been buried in the cemetery, the relatives or other person having charge of said remains shall be required to furnish in writing the ~~Cemetery~~ Sexton or his/her representative a request for disinterment which shall include name of deceased, when and where they were born, when and where death occurred, initial letter of the plat, as well as the number of block or lot where said person is buried, together with the name of the mortuary and those persons responsible for the said disinterment.

(C) The City assumes no responsibility whatsoever for the condition of any casket or vault involved in any removal.

(D) All disinterments are subject to applicable fees which shall be paid in full prior to disinterment.

[Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-08.]

4.30.090 Abandonment.

(A) The City may reclaim any unused burial ~~site~~ position which has been unused for burial purposes for more than 60 years from the date of purchase, and during the 60-year period the owner has not given the municipality written notice of any claim or interest in the ~~lot or parcels~~ position or positions.

(B) Before a ~~lot~~ position or any portion thereof shall be deemed to have been abandoned, the City Council shall set a time and place for a public hearing to determine the question of abandonment and shall do all of the following:

- (1) Cause a notice of the time and place of the hearing to be posted in a conspicuous place on the ~~lot~~ position or portion thereof affected by said hearing at least 20 days prior to the date of the hearing.
- (2) Cause a notice of said hearing to be published in at least one issue of a newspaper having general circulation in the City, said publication being not more than 30 days or less than 10 days prior to the date of said hearing.
- (3) Cause a notice to be sent by certified mail to the last known address of each of the ~~owners or users~~ certificate holders of said ~~lot~~ position or positions or portion thereof as shown by the City's records at least 20 days prior to said hearing.

(C) At such hearing the ~~City~~-Sexton and others having information concerning the use made of the ~~lot-position~~ or portions of ~~lots-positions~~ by said ~~owner or owners certificate holders~~ shall attend and present evidence as to such use or uses, and the ~~recorded-owner or owners certificate holders~~ of said ~~lot-position or positions~~ and/or their heirs and descendants and all other persons appearing on their behalf may offer such evidence of use as may bear upon the question of abandonment.

(D) All proceedings shall ~~be informal~~ allow interested parties to provide evidence or statements to the City Council, and the City Council which shall determine whether or not the ~~lot or lots position or positions~~, or portions thereof, have been abandoned.

(E) ~~The City Council and~~ shall cause a notice of its decision to be sent to those persons requesting the same and who appeared at such hearing. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-09.]

4.30.100 Conduct.

(A) No loud, boisterous ~~or turbulent~~ noise of any kind which is deemed undesirable or interferes with the decorum of the cemetery will be permitted within the boundaries of the cemetery.

(B) No alcohol beverage of any kind shall be permitted within the boundaries of the cemetery.

(C) No person shall injure, deface, take, or carry away from any grave or ~~lot-position~~ any monument, marker, tree, shrub, flower, ground or ornament in the ~~City cemetery Cemetery~~ except with permission from the Sexton.

(D) It shall be unlawful for any person to erect or plant additions to the cemetery including but not limited to a fence, post, tree, shrub, monument or marker without permission of the Sexton.

(E) Placing of signs or notices of advertisements of any kind within the City cemetery will not be permitted.

(F) No loitering or loafing on the grounds or around buildings will be permitted within the boundaries of the cemetery.

(G) It shall be unlawful for any person to drive at a speed greater than 15 miles per hour in the cemetery.

(H) It shall be unlawful for any person to drive any vehicle over or across the lawn area or ~~lot-burial positions~~ within the confines of the cemetery except for authorized vehicles performing official cemetery duties.

(I) No animals, except service animals, shall be allowed in any cemetery except in the confines of a vehicle and must at all times be retained within the confines of said vehicle while the vehicle remains in the cemetery. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-10.]

4.30.110 Cemetery hours.

It shall be unlawful for any person to visit the cemetery between the hours of one-half hour after sunset or one-half hour before sunrise without previous consent of the ~~Cemetery~~-Sexton. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-11.]

4.30.120 Monuments and markers.

(A) It shall be unlawful for any person to erect or place any marker or monument on any ~~lot-position~~ in said cemetery without approval of the ~~Cemetery~~-Sexton.

(B) The installation of all grave markers or monuments will be under the supervision of the ~~Cemetery~~-Sexton or designee. A notice to the cemetery office by the monument company or responsible party must be made at least 48 hours prior to the installation.

(C) All monuments and markers must comply with the following:

(1) A monument cannot exceed 36 inches in height. A marker cannot exceed 12 inches in height.

(2) The combined width of the ~~concrete-mow~~ strip and marker or monument shall not exceed 42 inches of ~~the an individual burial plotposition (s) owned by the monument owner, and shall not exceed 84 inches for adjacent burial positions.~~

(3) Foundation of any monument or marker placed in the cemetery must have either a concrete foundation six inches or deeper or granite foundation four inches (4") or deeper.

(4) Monument or marker must be securely set with a ~~concrete~~ mow strip not less than six inches wide around all sides of the marker.

(D) There shall be no other monuments, markers or structure placed upon any ~~lot~~position, except as provided in this chapter and with permission of the Sexton.

(E) The ~~cemetery~~Cemetery and City accepts no responsibility for loss or damage to any monument or marker unless such loss or damage is a direct result of negligence on the part of the City.

(F) The cemetery and City accepts no responsibility for loss or damage to any granite foundation or mow strip.

[Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-12.]

4.30.130 Decoration of graves.

(A) Fresh cut ~~flowers~~ and artificial flowers are permitted at any time if placed in a permanent vase located on the monument, and may be removed and discarded without notice when they become unsightly at the discretion of the Sexton.

(B) All decorations placed in, on, or over the grass including but not limited to balloons, craft items, figurines, pinwheels, potted live plants, shepherds' hooks, and solar lights are not permitted during the mowing season, which is April 1st to November 1st, and may be removed and discarded without notice at the discretion of the Sexton.

(C) Funeral flowers, floral pieces and decorations may be removed and discarded without notice when they become unsightly at the discretion of the Sexton or his/or her representative.

(D) During the mowing season any item(s) placed on the mow strip or on the lawn may be removed and discarded without notice.

(E) A general cleanup of (all flowers and grave decorations ~~may be removed and discarded~~) may be done annually will generally occur on:

(1) The first Monday in April.

(2) The Monday following Memorial Day beginning at 7:00 AM.

(3) The first Monday in November.

(F) The City claims no responsibility or liability, nor will accept any claims against it, for loss or destruction of personal property left in the ~~cemetery~~Cemetery. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-13.]

4.30.140 Perpetual care.

(A) The City reserves the right to enter upon any grave and to perform all work necessary for the care and upkeep of all lots and graves in ~~said the cemetery~~Cemetery.

(B) General care shall be deemed to include general ground maintenance, and shall include, but not be limited to, mowing, trimming, removing dead flowers, and trimming trees and shrubbery ~~when necessary, but shall not include repairing or replacing monuments of any nature, except when the need for repair or replacement is directly caused by the City.~~ [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-14.]

4.30.150 Violation – Penalty.

Violation of this chapter shall constitute a Class B misdemeanor. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-06-15.]

ORDINANCE 2015- 22

AN ORDINANCE OF THE SYRACUSE CITY COUNCIL APPROVING VACATION AND ABANDONMENT OF A CERTAIN SNOW STORAGE EASEMENT.

WHEREAS, on August 27, 2012 the City was deeded a fifteen by twenty foot (15' x 20') easement for the purposes of snow storage in a subdivision plat; and

WHEREAS, the easement was necessary as a result of the length of a cul-de-sac within the subdivision; and

WHEREAS, the subdivision plat was amended on August 18, 2015 so as to reduce the length of the cul-de-sac; and

WHEREAS, the remaining public utility easements will not be affected by this vacation and abandonment; and

WHEREAS, the Council has determined that it no longer requires the snow storage easement; and

WHEREAS, good cause exists for the easement vacation; and

WHEREAS, the Council finds that neither the public interest nor any person will be materially injured by the vacation,

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

Section 1. Approval of Vacation and Abandonment of Easement. The Council hereby approves the vacation and abandonment of the easement, as described in the attached document (Exhibit A).

Section 2. Authorization to Execute. The Council authorizes the Mayor to execute the attached document and to file it with the County Recorder.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, this 10th day of November, 2015.

SYRACUSE CITY

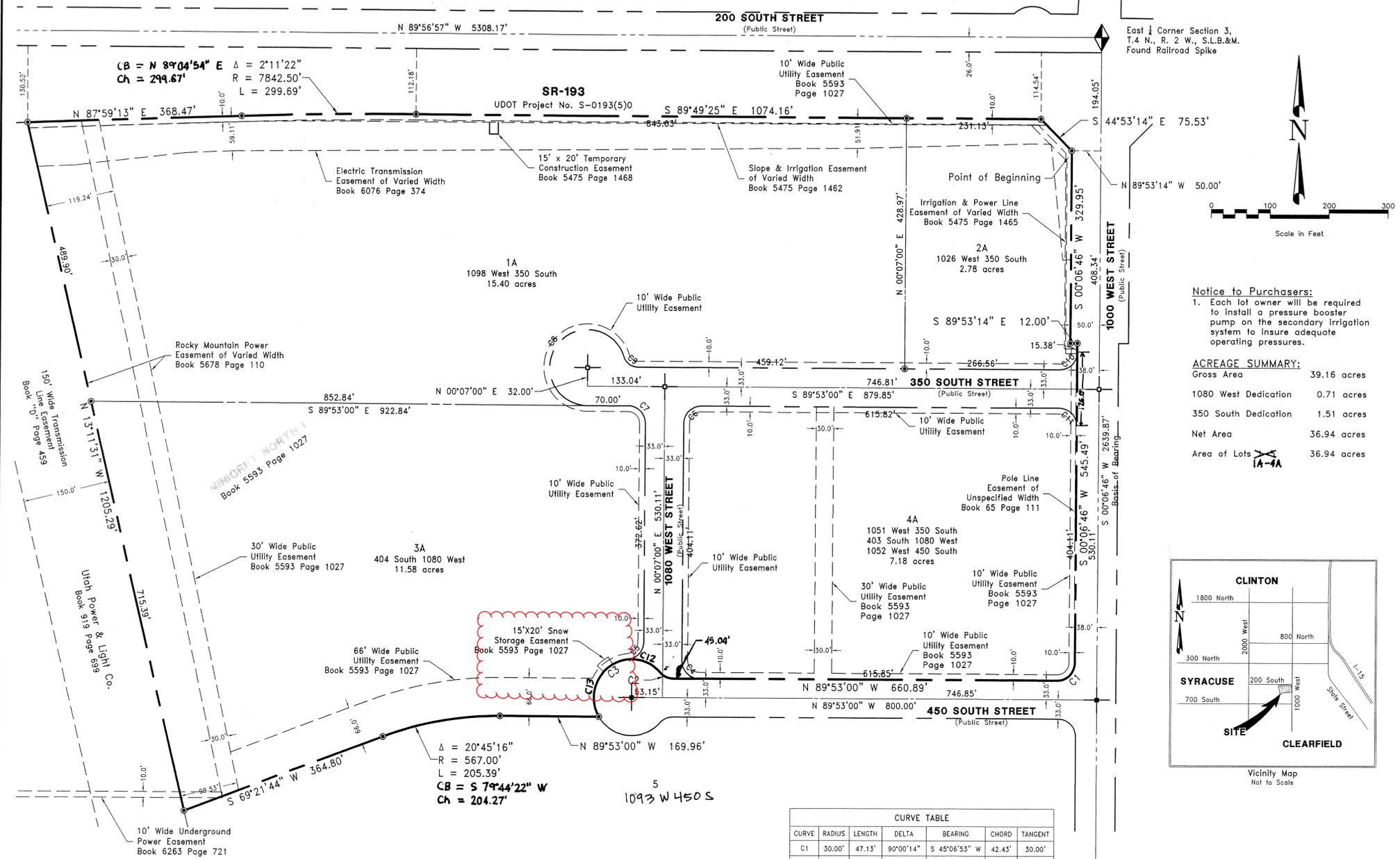
ATTEST:

_____ By: _____

Cassie Z. Brown, CMC
City Recorder

Terry Palmer
Mayor

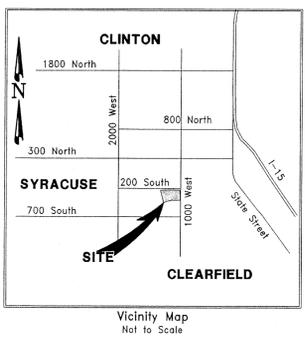
NINIGRET NORTH I AMENDED
 An Industrial Subdivision Amending Lots 1, 2, 3 and 4 of Ninigret North I Subdivision
 Located in the Southeast Quarter of Section 3, Township 4 North, Range 2 West,
 Salt Lake Base & Meridian
 Syracuse City, Davis County, Utah



Notice to Purchasers:
 1. Each lot owner will be required to install a pressure booster pump on the secondary irrigation system to insure adequate operating pressures.

ACREAGE SUMMARY:

Gross Area	39.16 acres
1080 West Dedication	0.71 acres
350 South Dedication	1.51 acres
Net Area	36.94 acres
Area of Lots 1A-4A	36.94 acres



CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	TANGENT
C1	30.00'	47.13'	90°00'14"	S 45°06'53" W	42.43'	30.00'
C2	30.00'	25.37'	48°27'32"	N 85°39'14" W	24.62'	13.50'
C3	65.00'	191.69'	168°58'09"	S 54°05'27" W	129.40'	673.15'
C4	30.00'	47.12'	90°00'00"	N 44°53'00" W	42.43'	30.00'
C5	30.00'	44.01'	84°02'52"	N 42°08'26" E	40.17'	27.03'
C6	30.00'	47.12'	90°00'00"	N 45°07'00" E	42.43'	30.00'
C7	30.00'	47.12'	90°00'00"	N 44°53'00" W	42.43'	30.00'
C8	65.00'	287.29'	253°14'31"	N 36°42'15" E	104.34'	87.46'
C9	25.00'	31.94'	73°12'31"	S 53°16'45" E	29.81'	18.57'
C10	30.00'	47.13'	90°00'14"	N 45°06'53" E	42.43'	30.00'
C11	30.00'	47.12'	89°59'46"	S 44°53'07" E	42.42'	30.00'
C12	65.00'	61.25'	57°24'40"	N 68°37'45" W	57.45'	33.41'
C13	65.00'	128.76'	114°55'24"	S 26°57'00" W	104.81'	101.12'

SURVEYOR'S CERTIFICATE

I, Mark N Gregory, do hereby certify that I am a Professional Land Surveyor in the State of Utah holding certificate number 334576 as prescribed by Title 58, Chapter 22 of the Professional Engineers and Land Surveyors Licensing Act. I further certify that by the authority of the owners, I have made an accurate survey of the tract of land shown and described hereon in accordance with Section 17-23-17 of the Utah State Code, have verified all measurements shown and have subdivided said property into lots and streets hereafter to be known as NINIGRET NORTH I AMENDED and that the same has been surveyed and monuments have been placed on the ground as represented on this plat.

BOUNDARY DESCRIPTION
 A parcel of land being part of Lots 1, 2, 3 and 4 of Ninigret North I Subdivision recorded August 27, 2012 as Entry No. 2682688 of the official records, located in the Southeast Quarter of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian, Syracuse City, Davis County, Utah described as follows:

BEGINNING at a point on the west line of 1000 West Street, said point being South 00°06'46" West 194.05 feet along the east line of Section 3, Township 4 North, Range 2 West, Salt Lake Base and Meridian and North 89°53'14" West 50.00 feet from the East Quarter corner of said Section 3, and thence along said west line the following three courses: 1) South 00°06'46" West 329.95 feet, 2) South 89°53'14" East 12.00 feet and 3) South 00°06'46" West 545.49 feet to the northerly line of 450 South Street and a point of tangency of a 30.00 foot radius curve to the right; thence along said line the following four courses: 1) Southwesterly 47.13 feet along said curve through a central angle of 90°00'14" and a long chord of South 45°06'53" West 42.43 feet, 2) North 89°53'00" West 660.89 feet to a point of tangency of a 30.00 foot radius curve to the right, 3) Northwesterly 25.37 feet along said curve through a central angle of 48°27'32" and a long chord of North 65°39'14" West 24.62 feet to a point of reverse curvature of a 65.00 foot radius curve to the left and 4) Southwesterly 191.69 feet along said curve through a central angle of 168°58'09" and a long chord of South 54°05'27" West 129.40 feet to the north line of Lot 5, Ninigret North I, a subdivision recorded August 27, 2012 as Entry No. 2682688 in Book 5593 at Page 1027 of the Davis County records; thence along said line the following three courses: 1) North 89°53'00" West 169.96 feet to a point of tangency of a 567.00 foot radius curve to the left, 2) Westerly 205.39 feet along said curve through a central angle of 20°45'16" and a long chord of South 79°44'22" West 204.27 feet and 3) South 69°21'44" West 364.80 feet to the east line of the property described in that certain Warranty Deed recorded November 03, 1982 as Entry No. 626040 in Book 919 at Page 699 of said records; thence along said line North 13°11'31" West 1,205.29 feet to a point on the south line of SR-193; thence along said line the following four courses: 1) North 87°59'13" East 368.47 feet to a point of tangency of a 7,842.50 foot radius curve to the right, 2) Easterly 299.69 feet along said curve through a central angle of 02°11'22" and a long chord of North 89°04'54" East 299.67 feet, 3) South 89°49'25" East 1,074.16 feet and 4) South 44°53'14" East 75.53 feet to the POINT OF BEGINNING. Said parcel contains 1,705,861 square feet or 39.16 acres, more or less.

Date July 13, 2015



Mark N Gregory
 P.L.S. No. 334576

OWNERS DEDICATION AND CERTIFICATION

Know to all persons that this document presents, that Ninigret Construction Company North L.C., a Utah limited liability company the owner of the above described tract of land, having caused same to be subdivided into lots, hereby set apart and subdivide the same tract into lots as shown on this plat, hereafter known as Ninigret North I Amended, and do hereby dedicate for the public use all those portions of said tract of land designated as public utility easements forever, for the public access and public utility use, and warrant, defend and save the City harmless against any encumbrances on the easements, which interfere with the City's use, operation, and maintenance.

Eric Rice
 Ninigret Construction Company North L.C.

ACKNOWLEDGMENT

STATE OF UTAH }
 COUNTY OF Salt Lake }
 On this 28th day of July, 2015 personally appeared before me, Eric Rice, the signer of the foregoing instrument, who duly acknowledged to me that (s)he is a manager of Ninigret Construction Company North L.C., a Utah limited liability company and is authorized to execute the foregoing Agreement in its behalf and that he or she executed it in such capacity.

WITNESS my hand and official seal.



Signature of Notary *Heather Mitchell*

My Commission Expires 10/24/18

LEGEND

- Section Corner Monument (As Noted)
- Street Monument Found, To Be Set
- Subdivision Boundary Line
- Right-of-Way Line
- Section Line
- Monument Line
- Easement Line (As Noted)
- Set Rebar w/ Cap Stamped "DOMINION ENGINEERING"

<p>SYRACUSE CITY ATTORNEY</p> <p>Approved this <u>29th</u> day of <u>July</u>, 2015 by <u>[Signature]</u> the Syracuse City Attorney. Syracuse City Attorney Date</p>	<p>CENTURY LINK</p> <p>Approved this <u>22nd</u> day of <u>July</u>, 2015 by <u>[Signature]</u> CenturyLink.</p>
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<p>PREPARED BY:</p> <p>Dominion Engineering Associates, L.C. 5684 South Green Street Murray, Utah 84123 801-713-3000</p>	<p>SUBDIVIDER</p> <p>Ninigret Construction Company North L.C. 1700 South 4650 West Salt Lake City, UT 84104 (801) 973-9090</p>	<p>QUESTAR</p> <p>Approved this <u>22</u> day of <u>July</u>, 2015 by <u>[Signature]</u> Questar Gas.</p>	<p>ROCKY MOUNTAIN POWER</p> <p>Approved this <u>22</u> day of <u>July</u>, 2015 by <u>[Signature]</u> Rocky Mountain Power.</p>	<p>SYRACUSE CITY PLANNING COMMISSION</p> <p>Approved this <u>12th</u> day of <u>August</u>, 2015 by the Syracuse City Planning Commission. <u>[Signature]</u> Chairman, Syracuse City Planning Commission</p>	<p>SYRACUSE CITY ENGINEER</p> <p>I hereby certify that this office has examined this plat and it is correct in accordance with information on file in this office. <u>[Signature]</u> Syracuse City Engineer Date <u>8-10-15</u></p>	<p>SYRACUSE CITY COUNCIL</p> <p>Presented to the Syracuse City Council this <u>20</u> day of <u>July</u>, 2015 by the Syracuse City Planning Commission. <u>[Signature]</u> Syracuse City Mayor</p>	<p>DAVIS COUNTY RECORDER #</p> <p>State of Utah, County of Davis, recorded and filed at the request of <u>Syracuse City</u> Date <u>8-18-2015</u> Time <u>4:08</u> Book <u>6332</u> Page <u>1341</u> \$ <u>34.00</u> Fees <u>[Signature]</u> Davis County Recorder</p>
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P:\NINIGRET - SYRACUSE 1891\PLAT 1 AMENDED\SURVEY\dwg\Plot 1 Amended.dwg



COUNCIL AGENDA

November 10, 2015

Agenda Item “8”

Proposed Resolution R15-36 adopting the Water Conservation Plan prepared in November 2015.

Factual Summation

- Please direct any questions regarding this agenda item to Public Works Director Robert Whiteley or Water Superintendent Ryan Mills.
- The Utah Division of Water Resources has been charged with the administration of the Utah Water Conservation Plan Act (UCA 73-10-32), which requires each water district and public water system to submit a water conservation plan with updates every five years.
- The current plan was completed in 2010. The updated plan must be complete and submitted by Dec 31, 2015 in order to remain in compliance. This was mentioned in the April 28, 2015 city council work session. The draft was first presented to the council in a work session on Oct 27, 2015.
- The main purpose of the water conservation plan is to reduce the per capita water use in order to support the statewide goal of reducing 25% by the year 2025. The water conservation plan is a written document that contains existing and proposed water conservation measures describing what will be done by retail water providers, water conservancy districts, and the end user of water to help conserve water and limit or reduce its use in the state in terms of per capita consumption so that adequate supplies of water are available for future needs.
- This plan must address water conservation for both culinary and secondary water.
- A draft has been prepared for discussion. Resources used for the draft include the 2010 plan, current water data, current population data and updated projections, as well as plan recommendations checklist generated from the state.

Recommendations

- Adopt an updated water conservation plan by resolution.

RESOLUTION R15-36

A RESOLUTION OF THE SYRACUSE CITY COUNCIL ADOPTING THE WATER CONSERVATION PLAN PREPARED IN NOVEMBER 2015.

WHEREAS, the City provides culinary and secondary water to residents and businesses located within the city; and

WHEREAS, water is a scarce and valuable resource; and

WHEREAS, the city must, pursuant to Utah State law, prepare and submit a conservation plan to the Utah Division of Water Resources; and

WHEREAS, the Syracuse City Corporation Water Conservation Plan has been prepared by the City Public Works Director; and

WHEREAS, the Plan correctly states the goals and purposes of this Council as it relates to the conservation and distribution of water,

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

Section 1. Adoption. The Syracuse City Corporation Water Conservation Plan, prepared in November 2015 and which is attached to this resolution as Exhibit A, is adopted as this jurisdiction's plan for water conservation, as required by the Utah Division of Water Resources.

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 10th DAY OF NOVEMBER, 2015.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Terry Palmer, Mayor

SYRACUSE CITY CORPORATION

Syracuse, Utah



Water Conservation Plan
November 2015

SYRACUSE CITY CORPORATION

Syracuse, Utah

Water Conservation Plan

November 2015

Prepared by:

Robert Whiteley, PE
Public Works Director

SYRACUSE CITY CORPORATION
Water Conservation Plan

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1.0 Description of Syracuse City and its Water System

1.1 Introduction

In response to the rapid growth occurring throughout the State of Utah, Syracuse City citizens and leaders are becoming concerned for the future cost and availability of water supply. A similar concern has been demonstrated by the state legislator in the Water Conservation Plan Act (House Bill 71) passed and revised in the 2004 legislative session (Section 73-10-32 Utah Code Annotated). This water conservation plan is written to address the concerns of leaders and citizens of both Syracuse City and the State of Utah.

1.2 Location, Land Use, and Vision

Syracuse City is located in Davis County on the shore of the Great Salt Lake. Neighboring cities are Layton, Clearfield, and West Point situated along the north and east borders of Syracuse. Unincorporated county lands lie south and west of Syracuse where development is sparse or non-existent.

Land use in Syracuse is predominantly residential. There are some agriculture, commercial, and industrial uses that currently exist. The city's vision is to steadily increase residential and commercial as demands continue. As regional transportation routes continue to expand through the city in the future, residential and commercial growth is anticipated.

Current population is approximately 26,639. The city's administrators and leaders take great pride in meeting the ongoing needs of its citizens; as a result, a thoroughly-planned and well maintained water system is a high priority. Currently, the water system provides water to 7245 residential and 116 non-residential connections. Non-residential users are not categorized individually, yet they include: commercial, institutional, and industrial.

Syracuse City has a significant amount of developable land to sustain growth for many years to come. Currently, approximately 3,171 acres out of a total of 6,111 acres (52%) within the city limits are still developable. Approximately 40% of the developable area is planned to be residential,

while the remaining land is planned as non-residential. The city currently owns 125 acres of park land, of which 96 acres have been developed. As Syracuse continues to grow, the city will continue to strategically plan for the increased water needs and continue to develop the water system to provide water efficiently and effectively. Considering the 2,910 acres of developed land in the city, 81% is residential, 10% is commercial, 7% is institutional, and 2% is parks.

1.3 Culinary Water Sources

Syracuse City receives culinary water from two sources: Weber Basin Water Conservancy District (WBWCD) and Well #3. This has supplied all of the water required to meet demands on the culinary system. A summary of culinary water source limits based upon current contract limits with Weber Basin and the maximum approved yield for Well 3 are shown in Table 1.3A.

Table 1.3A: Culinary Water Limit

Source	gpm	cfs	Acre-feet
Weber Basin	2,400	5.35	3,874
Well 3	1,933	4.31	3,120
Total	4,333	9.65	6,994

Under current water rights, Syracuse is entitled to withdraw 2,193 gpm from underground aquifers. As mentioned above, the safe yield of the active well is 1,933 gpm, but the pump is rated at a maximum flow rate of 1,600 gpm. Including our contracted water of 2,400 gpm from Weber Basin, the total water entitlement is 4,593 gpm. This flow converts to 7,412 acre-feet annually.

Table 1.3B: Culinary Water Rights

Well	Water Right	cfs	gpm	Acre-feet
1	31-2207	0.21	94	151.7
1	31-3203	0.35	157	253.4
2	31-0745	1.3	583	941
3	31-2768	0.5	224	361.6
3	31-3524	0.027	12	19.4
4	31-3996	2.5	1122	1,811
	Subtotal	4.887	2193	3538
	Weber Basin	5.348	2400	3874
	Total	10.235	4593	7412

1.4 Secondary Water Sources

Syracuse City owns and operates a secondary water system to provide irrigation for outdoor watering. Secondary water comes from contracted water, surface water rights, and irrigation shares, as shown in Table 1.4A.

Table 1.4A: Secondary Water Limit

	Davis & Weber		Weber Basin		Water Right	Total
	West Branch	Clearfield Irr	Layton Canal	Contract	31-5207	Ac-ft
Shares	655	160	1133	1113		
Ac-ft/Share	6	6	1	1		
Ac-ft	3930	960	1133	1113	3620	10,756

There are also 18 shares of Hooper Irrigation water that the city owns, but is unable to use without infrastructure upgrades or agreements to put the water to use in the system. These shares are rented to other users at the annual assessment cost. This allows the city to retain the shares for potential use in the future, without bearing the annual expense of irrigation assessments.

1.5 Water Budget

Table 1.5A shows the amount of water delivered into the water system and the metered outflows to end-users from 2010 to present day as well as projecting into the future.

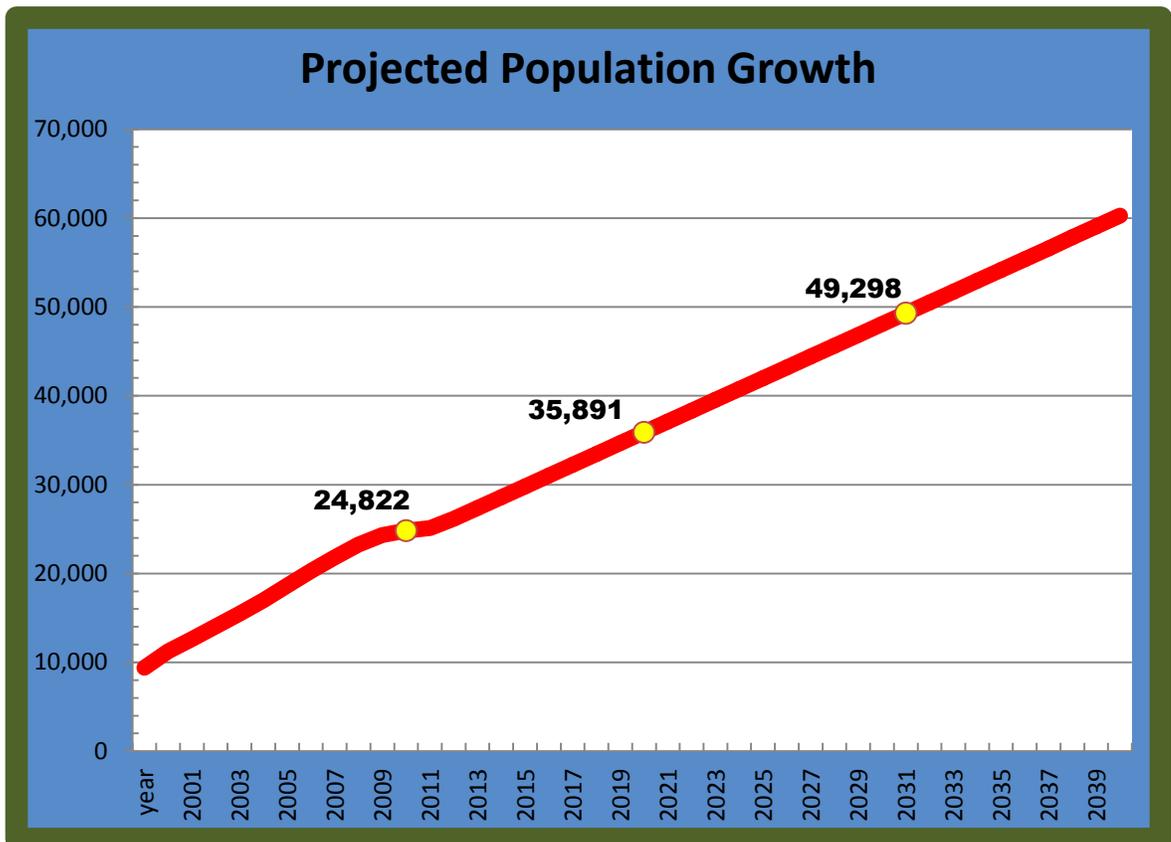
Table 1.5A: Estimated Culinary Water Use

Year	Inflow				Outflow			Difference
	WB (gpm)	WB (AF/Yr)	Well (gpm)	Well (AF/Yr)	MGD	MG/Yr	AF/Yr	AF/Yr
2010	2,400	3,871	1,600	2,581	1.331	486	1,491	4,961
2011	2,400	3,871	1,600	2,581	1.466	535	1,642	4,810
2012	2,400	3,871	1,600	2,581	1.604	585	1,797	4,656
2013	2,400	3,871	1,600	2,581	1.705	622	1,910	4,542
2014	2,400	3,871	1,600	2,581	1.928	704	2,160	4,293
2015	2,400	3,871	1,600	2,581	2.200	803	2,464	3,988
2020	2,400	3,871	1,600	2,581	3.700	1,351	4,145	2,308
2025	2,400	3,871	1,600	2,581	4.300	1,570	4,817	1,636
2030	2,400	3,871	1,600	2,581	5.000	1,825	5,601	851
2035	2,400	3,871	1,600	2,581	5.600	2,044	6,273	179
2040	2,400	3,871	2,193	3,538	6.300	2,300	7,057	352
2045	2,400	3,871	2,193	3,538	7.000	2,555	7,842	-432
2050	2,400	3,871	2,193	3,538	7.700	2,811	8,626	-1,217

It is anticipated that build-out conditions will occur at approximately 60,000 which is estimated around the year 2040. If this is the case, water supplies will need to be developed around 2030 to utilize full water rights. If population continues to rise beyond 60,000 due to city boundary expansions or zoning changes in the General Plan, then a water deficit will begin. At that point, additional water sources will be required unless conservation efforts are able to offset the demand.

1.6 Current Water Use and Future Water Needs

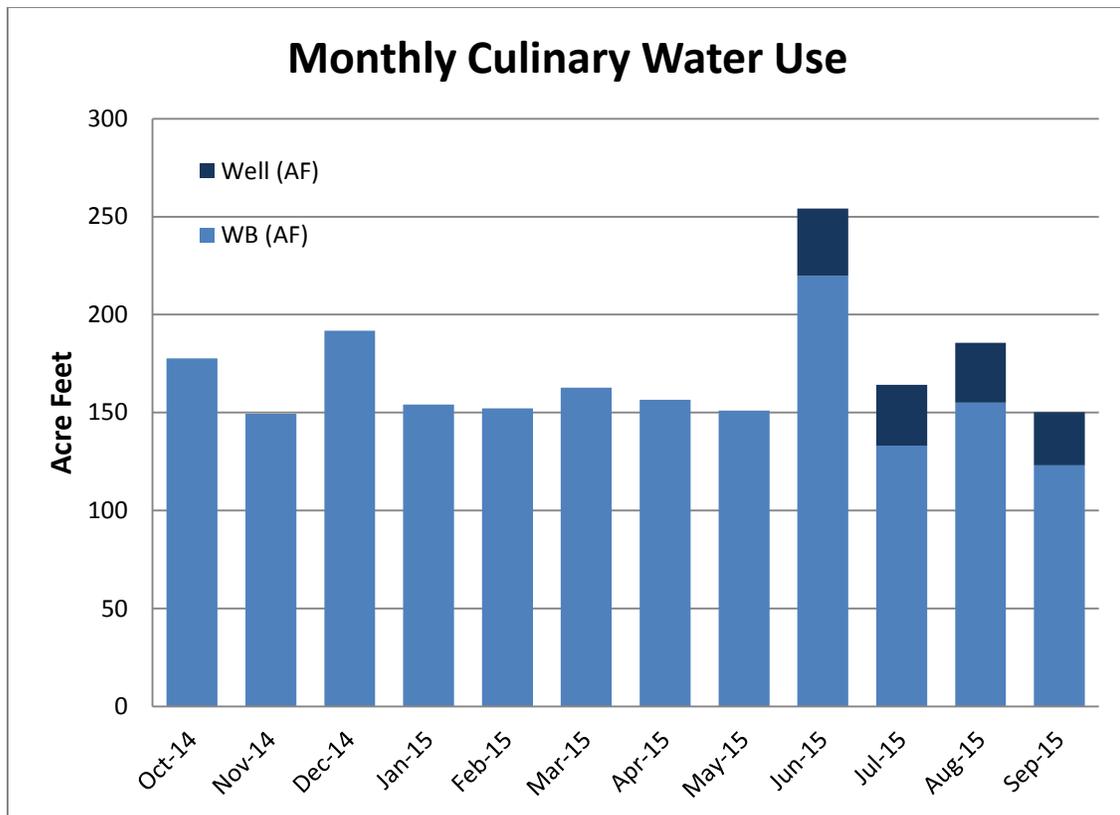
In 2014, Syracuse population of 25,775 used 1,928,000 gallons of culinary water. This amounts to 75 gallons per capita each day (gpcd). This is much lower than the 2010 statewide average of 185 gpcd.



Syracuse City is continuing to experience growth at a rate of 3% to 4% annually. It is projected that growth rate will slow to around 2% as build-out conditions are approached. Population projections through the year

2040 indicate a potential of approximately 60,000 persons, which is the projected buildout for the city based upon the city's current general plan.

Each month the demand for culinary water is between 150 to 200 acre feet. This is indicated on the following graph. The graph shows a spike in June, which was due to system flushing related to a water contamination event.



Syracuse City owns and operates a separate pressurized irrigation system for outdoor watering purposes. The untreated water is delivered from Davis and Weber Canal and from Layton Canal at a metered rate based upon shares owned by Syracuse City. This water is delivered unmetered to users. In 2015, the supply of secondary water based upon water shares, contracted water, and considering drought reductions was 5,180 acre feet. Considering a population of 26,639 and 168 watering days in the season, the average gallons of secondary water used per capita is approximately 377gpcd. The statewide average is 55 gpcd of secondary water use.

2.0 Water Problems, Conservation Measures, and Goals

2.1 Goal #1: Public Education, 10% reduction

Public education of water conditions, supplies, demands, and conservation has been increasing and continues to be desired. Consideration may be given to promote conservation of outdoor watering demands by: reviewing the city recommended tree list and recommending trees that are low water users; encouraging participation in local conservation gardening classes and events; providing resources from local and state agencies on conservation practices, such as drought-tolerant planting, xeriscape, or other low-water techniques; public recognition may be given to those who have incorporated water conservation practices into their landscape.

2.2 Goal #2: Convert outdoor culinary watering to secondary system, 2% reduction

All households outside the city limits who receive culinary water service from the city and have not hooked up to the secondary water system are using culinary water for their outdoor irrigation. As annexation occurs where existing houses are annexed into the city, their connection to the city's secondary water system will reduce the demand upon the culinary water system during the summer months.

2.3 Goal #3: Supply and Demand Accuracy, 3% reduction

The recent drought years have created a greater need to measure supply and demand with improved accuracy. Installing meter equipment at each reservoir site will improve the accuracy of water supply and demand.

3.0 Current Conservation Practices

3.1 Water Conservation Contingency Plan

Syracuse has put into practice conservation measures for secondary water use during drought conditions experienced in 2013 and 2015 when water supplies have been low. During both of these years, supplies were reduced 25%. Conservation measures that were implemented focused on providing information to the public using numerous outreach methods. These methods have included the following:

- a. Public Education
Conservation tips and information was sent to the public during the months of May through August using website, newsletters, and social media.

- b. Town Hall Meeting
On July 22, 2015 a Town Hall Meeting was held to inform the public and press about the secondary water system supply and demands. Conservation measures were discussed and ideas were shared among the participants.

- c. City Council Meeting
On May 26, 2015, the city council held a discussion in a work session concerning water conservation. It was recommended that the city educate the public and provide a recommended watering schedule.

- d. Night Out Against Crime
On August 5, 2015 a water conservation booth was set up among other booths during an event hosted by the Syracuse Police Department inviting all public to participate at no cost. Water conservation measures were discussed with the public, informational brochures available online through the State of Utah Slow the Flow campaign, beach balls imprinted with water conservation messages were handed out, and a hands-on activity showing how water pressure works was performed.

- e. Heritage Days Parade
In 2015, beach balls having imprinted messages of water conservation were handed out from one of the parade entrants. In 2013, a banner was attached to the fire truck with a water conservation message.

- f. Banners
A dozen banners were posted throughout the city in 2013 with a water conservation message.

- g. Television
Fox News ran a story specific to Syracuse water conservation efforts on May 4, 2015. They ran another story on July 22, 2015 related to the Town Hall Meeting.
- h. Newspaper
Standard Examiner ran stories on May 27, 2015, July 18, 2015, and July 23, 2015 regarding conservation meetings held at the city.
- i. Recommended Watering Schedule
A watering schedule was implemented recommending watering two days a week for 20 to 30 minutes per setting. This has been in place since 2013.
- j. Overwatering Notification
Individuals expressing concerns of overwatering were able to notify the city anonymously of properties using excessive water. The city responded by hanging a notice at the door to offer a reminder of the need to conserve water as well as conservation tips and the recommended watering schedule.

The following table shows actual secondary water use during the last three years. The gallons per capita per day (gpcd) over the past three years varies between 377 and 486, having an average of 415 gpcd for outdoor watering.

Year	Population	Demand (AF)	gpcd
2013	25118	4952	382.3629
2014	25775	6466	486.5385
2015	26639	5180	377.1308

3.2 Water Education

Syracuse City values the practice of educating the public for water conservation and will continue to do so by using many of the methods described in the contingency plan. The city provides information available through local water suppliers as well as the State. These are shared as links on the city's website.

Some tips for outdoor water use may include:

- Water landscape only as much as required by the type of landscape, and the specific weather patterns of your area, including cutting back on watering times in the spring and fall. We encourage our customers to utilize the weekly lawn watering guide located at www.conservewater.utah.gov.
- Group plants in terms of water need, and zone sprinkler systems accordingly.
- Encourage customers to alter parking strips by allowing more water-wise plantings.
- Do not water on hot, sunny, and/or windy days. You may actually end up doing more harm than good to your landscape, as well as wasting a significant amount of water.
- Sweep sidewalks and driveways instead of using the hose to clean them off.
- Wash your car from a bucket of soapy (biodegradable) water and rinse while parked on or near the grass or landscape so that all the water running off goes to beneficial use instead of running down the gutter to waste.
- Check for and repair leaks in all pipes, hoses, faucets, couplings, valves, etc.
- Verify there are no leaks by turning everything off and checking your water meter to see if it is still running. Some underground leaks may not be visible due to draining off into storm drains, ditches, or traveling outside your property.
- Use mulch around trees and shrubs, as well as in your garden to retain as much moisture as possible. Areas with drip systems will use much less water, particularly during hot, dry and windy conditions.
- Keep your lawn well-trimmed and all other landscaped areas free of weeds to reduce overall water needs of your yard.

Some tips for indoor water use may include:

- Do not use your toilet as a wastebasket. Put all tissues, wrappers, diapers, cigarette butts, etc. in the trashcan.

- Check the toilet for leaks. Is the water level too high? Put a few drops of food coloring in the tank. If the bowl water becomes colored without flushing, there is a leak.
- If you do not have a low volume flush toilet, put a plastic bottle full of sand and water to reduce the amount of water used per flush. However, be careful not to over conserve to the point of having to flush twice to make the toilet work. Also, be sure the containers used do not interfere with the flushing mechanism.
- Take short showers with the water turned up only as much as necessary. Turn the shower off while soaping up or shampooing. Install low flow showerheads and/or other flow restriction devices.
- Do not let the water run while shaving or brushing your teeth. Fill the sink or a glass instead.
- When doing laundry, make sure you always wash a full load or adjust the water level appropriately if your machine will do that. Most machines use 40 gallons or more for each load, whether it is two socks or a week's worth of clothes.
- Repair any leak within the household. Even a minor slow drip can waste up to 15 to 20 gallons of water a day.
- Know where your main shutoff valve is and make sure that it works. Shutting the water off yourself when a pipe breaks or a leak occurs will not only save water, but also eliminate or minimize damage to your personal property.
- Keep a jar of water in the refrigerator for a cold drink instead of running water from the tap until it gets cold. You are putting several glasses of water down the drain for one cold drink.
- Plug the sink when rinsing vegetables, dishes, or anything else; use only a sink full of water instead of continually running water down the drain.

4.0 Current Pricing Structure

4.1 Culinary Water Rates

Syracuse City has four categories of water rates: business, resident with secondary water, resident without secondary water, and non-resident culinary water. Our current water rates system came from three important

necessities: 1) to show the value of water and our need to conserve; 2) to encourage the residents who currently use culinary water for their outdoor use to take advantage of our secondary water system as a cost savings; and 3) encourage any non-residents who use culinary water for outdoor use to annex into the city and connect to secondary water.

In the process of balancing the costs of operating the culinary water system to the unique economic, political, and social environments in which the city provides its service, it has been discovered that for many years, the system has not been covering the necessary cost for providing these services. Based on the characteristics of the system, capital and operating costs, as well as the ability to access secondary water, the following rates have been developed:

MONTHLY BUSINESS WATER RATES	
First 10,000 gallons	\$16.50
10,001 to 30,000 gallons	\$16.50 + \$1.65/ 1,000 gallons
30,001 to 40,000 gallons	\$16.50 + \$33 + \$2.05/ 1000 gallons
Above 40,000 gallons	\$16.50 + \$33 + \$20.50 + \$2.65/ 1000 gallons
MONTHLY RESIDENT RATES WITH ACCESS TO SECONDARY WATER	
First 8,000 gallons	\$16.50
8,001 to 15,000 gallons	\$16.50 + \$2.05/ 1000 gallons
Above 15,000 gallons	\$16.50 + \$14.35 + \$2.45/ 1000 gallons
MONTHLY RESIDENT RATES WITHOUT ACCESS TO SECONDARY WATER	
First 8,000 gallons	\$16.50
8,001 to 15,000 gallons	\$16.50 + \$2.20/ 1000 gallons
15,001 to 20,000 gallons	\$16.50 + \$15.40 + \$2.75/ 1000 gallons
Above 20,000 gallons	\$16.50 + \$15.40 + \$41.25 + \$4.10/ 1000 gallons
MONTHLY NON-RESIDENT RATES	
First 8,000 gallons	\$22.50
8,001 to 15,000 gallons	\$22.50 + \$2.20/ 1000 gallons
15,001 to 20,000 gallons	\$22.50 + \$15.40 + \$2.75/ 1000 gallons
Above 20,000 gallons	\$22.50 + \$15.40 + \$41.25 + \$4.10/ 1000 gallons

4.2 Secondary Water Rates

The water rates for secondary water are a flat rate based upon the size of the service at the stop-and-waste valve. The majority of those connected to the city's secondary water system have a ¾-inch connection. The monthly rate is collected over a 12-month period. The rate structure is as follows:

MONTHLY SECONDARY WATER RATES	
¾ inch	\$15.50
1 inch	\$21.50
1 ½ inch	\$58.00
2 inch	\$103.11
3 inch	\$184.50
4 inch	\$412.44
6 inch	\$928.00
8 inch	\$1,649.78

5.0 Additional Conservation Measures

5.1 Culinary Radio-read Meters

Consider a method to incorporate radio-read meters only on the culinary water system with installations on new construction. This will improve leak detection by monitoring continual water flow in the meter and if desired, can be set up to send signals to either the water purveyor or the water user to check on unusual conditions that may exist. This will also improve the ability to check for cross contamination by detecting back flow that may occur through the meter, which can also be set up to send a signal to the water purveyor. Another benefit will allow the water user the ability to track water usage upon demand, which may generate greater interest in individual conservation measures of culinary water use.

5.2 Ordinances

Ordinances supporting the effort to conserve water by prohibiting waste are referenced in Title 4, as shown here:

4.15.410 Waste prohibited. [culinary water]

All users of water service shall be required to keep their sprinklers, faucets, valves, hoses and all apparatus connected to the water system in good condition at their own expense and all waterways closed when not in use. No person, unless authorized by the City in accordance with this chapter, shall turn on or discharge water from any fire hydrant, and no water user or other person shall waste water or allow it to be wasted by imperfect stops, taps, valves, leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow, or to wastefully run water from hydrants, faucets, basins, sinks, or other apparatus, or to use any water from the water system except for culinary and domestic purposes, including lawn sprinkling, unless so authorized by the City, or to use the water for purposes other than those for which he or she has paid, or use water in violation of the rules and regulations adopted by the City Council. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-03-410.]

4.25.130 Waste prohibited. [secondary water]

It shall be unlawful for any pressure irrigation water user to waste water, or to allow it to be wasted, by imperfect stops, taps, valves, leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow, or to wastefully run water from hydrants, faucets, or valves, or other apparatus, or to use water in violation of the rules and regulations for controlling the water supply. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-05-130.]

5.3 Water smart clocks

The city may consider adding water smart clocks to all of the city parks and buildings. Weather sensors on the water smart clocks can override the set timer by temporarily turning sprinklers off. Consideration may be given to incentivize outdoor watering with water smart clocks for other users.

5.4 Xeriscape

Small areas of land that the city maintains yet have little value to the public have been completed by xeriscape. This practice should continue with new development or redevelopment.

5.5 Reclaimed Water

The city may consider the option to reclaim treated wastewater from the treatment plant. Once treated to a Type 1 level, the water may be used for secondary watering uses.

6.0 Cost Analysis

6.1 Goal #1 Public Education

The cost of materials is reasonably small. These include items such as printed materials, handouts, demonstration materials, and such. Over a one-year period, the cost for materials may range from \$0.10 to \$0.20 per capita.

The benefit of public education is optimizing the peak demands in the system as well as the ability to accommodate increased population. As population increases over time, the cost of water increases.

6.2 Goal #2 Convert outdoor culinary watering to secondary system

The cost to convert systems will be recognized by the individual homeowners doing the conversions. The cost will include impact fees, connection fees, and water shares. These costs depend upon the size of the property as well as the size of the water service pipe. Depending upon the amount of water being used for outdoor irrigation, very small water users will likely not recognize the benefit to bear the cost to convert.

Although individual residents may not recognize the benefit to convert compared with the cost to convert, there is a benefit to the entire water system with a reduced water demand.

6.3 Goal #3 Supply and Demand Accuracy

The cost to install equipment ranges \$150k to \$250k to improve the accuracy of metering water at each reservoir site. The benefit to increasing accuracy would improve system optimization.

7.0 Implementing and Updating the Water Conservation Plan

7.1 Responsibility

Under the direction of the Mayor and City Council, the public works director is the central coordinator to coordinate efforts related with water conservation.

7.2 Plan Approval

This plan will be considered for approval by City Council on November 10, 2015 under Resolution R15-xx.

7.3 Plan Updates

This plan will be revised and updated as required to meet changing conditions and needs. This plan will be submitted to the Utah Division of Water Resources as required by House Bill 153.

SYRACUSE CITY CORPORATION
Water Conservation Plan

APPENDIX

Include meeting minutes, and notification



CITY COUNCIL AGENDA

November 10, 2015

Agenda Item “9”

AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS AND THE PURCHASE AND SALE OF SPECIFIED PROPERTY

Factual Summation

- The Developer is constructing homes within the Monterrey Estates Subdivision (the “Subdivision”), located in Syracuse, Utah at approximately 1500 West 700 South.
- Another developer (Ninigret Construction Company North, LC) has made improvements to surrounding property.
- The City desires to provide recreational amenities to the public, including those residents who will purchase homes within the Subdivision, in the form of trails and trailheads.
- The Developer owns a one acre parcel of land (Davis Co. Serial # 12-766-0004) at approximately 1370 West 700 South, Clefield Utah (the “Parcel”).
- The Developer is constructing the Subdivision in phases, with Phase III to be constructed in the Eastern portion of the Subdivision.
- The City currently imposes Parks, Trails, and Recreation Impact Fees on new homes constructed within the City, including those constructed within the Subdivision.
- The Developer is willing to install a ten (10) foot asphalt trail within parcels owned by Rocky Mountain Power and the City, which trail shall be connected to a trail within the Subdivision.
- The Developer is further willing to give the Parcel to the City pursuant to the terms of this Agreement.
- The City is willing to reimburse the Developer with impact fees collected from the Subdivision for the Developer’s work on the trail and its dedication of the Parcel.

- The City and community will be enhanced by the construction of a trail adjacent to the Subdivision, as will the Subdivision's value.
- Through a separate agreement, the City and Ninigret are constructing trails and trailhead to the North and South of the Improvements to be constructed by the Developer.

Recommendation:

Recommend approval of the agreement with Ivory Homes taking possession of the 1 acre parcel of land located within Clearfield City (Davis Co. Serial # 12-766-0004) with the intent to develop a trailhead – and working with Ivory to develop a trail in the Rocky Mountain power corridor.

Planning Commission Recommendation:

Per SMC § 3.10.080 the Planning Commission is required to consider a recommendation before action is taken thereon by the City Council. In October 20, 2015 the PC approved the trail agreement with the request that a clause be added that stated an automatic agreement termination be in place should the city fail to get permission to build on the RMP land.

**AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS AND THE
PURCHASE AND SALE OF SPECIFIED PROPERTY**

This Agreement for the Construction of Improvements and the Purchase and Sale of Specified Property (the "Agreement") is made and entered into on this ____ day of _____, 2015, between Syracuse City, a municipal corporation and a political subdivision of the State of Utah (the "City"), and Ivory Development, LLC, a Utah limited liability corporation (the "Developer").

RECITALS

- A. The Developer is constructing homes within the Monterrey Estates Subdivision (the "Subdivision"), located in Syracuse, Utah at approximately 1500 West 700 South.
- B. Another developer (Ninigret Construction Company North, LC) has made improvements to surrounding property.
- C. The City desires to provide recreational amenities to the public, including those residents who will purchase homes within the Subdivision, in the form of trails and trailheads.
- D. The Developer owns a one acre parcel of land (Davis Co. Serial # 12-766-0004) at approximately 1370 West 700 South, Syracuse Utah (the "Parcel").
- E. The Developer is constructing the Subdivision in phases, with Phase III to be constructed in the Eastern portion of the Subdivision.
- F. The City currently imposes Parks, Trails, and Recreation Impact Fees on new homes constructed within the City, including those constructed within the Subdivision.
- G. The Developer is willing to install a ten (10) foot asphalt trail within parcels owned by Rocky Mountain Power and the City, which trail shall be connected to a trail within the Subdivision.
- H. The Developer is further willing to sell the Parcel to the City pursuant to the terms of this Agreement.
- I. The City is willing to reimburse the Developer with impact fees collected from the Subdivision for the Developer's work on the trail and its dedication of the Parcel.
- J. The City and community will be enhanced by the construction of a trail adjacent to the Subdivision, as will the Subdivision's value.
- K. Through a separate agreement, the City and Ninigret are constructing trails and trailhead to the North and South of the Improvements to be constructed by the Developer.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I
THE PROJECT

Section 1.1 Project parameters. The “Project” shall include both: the (i) transfer of the Parcel’s title to the City, as provided in Article II, and (ii) the installation of a ten (10) foot wide asphalt trail and any improvements required by the standards and specifications for public improvements for the installation of that trail (the “Improvements”), as provided in Article III.

Section 1.2 Time of the Essence. Due to the project being completed in conjunction with work being performed by a third party under a separate agreement, time is of the essence to this Agreement. The performance of the work under both of these agreements is dependent upon:

- (a) the transfer of the Parcel from the Developer to the City; and
- (b) the acquisition of permission to install the Improvements on Rocky Mountain Power’s property, which shall be acquired by the City.

Section 1.3 Sufficient Consideration. The Parties agree that the amounts provided for in Article IV constitute sufficient consideration for the entire project, including the transfer of title to the Parcel and that the Project will be mutually beneficial to both Parties.

Section 1.4 Term. The term of this Agreement shall be three (3) years from the date of execution. In the event that construction of the Improvements has not commenced by that date, this Agreement shall terminate, unless extended by mutual, written agreement of the parties. In the event the Improvements’ construction has commenced by the conclusion of the term, then this Agreement shall automatically extend for an additional one (1) year.

ARTICLE II
CITY’S ACQUISITION OF PARCEL

Section 2.1 Transfer of Title. The Developer agrees to transfer title to the Parcel to the City pursuant to the terms and conditions contained herein. A legal description of the Parcel is attached to this Agreement as Exhibit A, and incorporated by this reference.

Section 2.2 Property pins. The Developer shall set property pins for the Parcel prior to transfer.

Section 2.3 Developer’s Representations and Warranties. The Developer hereby represents and warrants as follows:

- A. The Developer has full power and authority to execute, enter into and perform this Agreement and any person or entity executing this Agreement on behalf of the

Developer has the authority to execute the same. This Agreement and all documents to be executed pursuant hereto by the Developer are and shall be binding upon and enforceable against the Developer in accordance with their respective terms.

- B. To the best of Developer's actual knowledge, there is no existing, pending, contemplated, threatened or anticipated condemnation of the Parcel.
- C. To the best of Developer's actual knowledge, there are no actions, suits, claims, assessments or proceedings pending, or to the actual knowledge of the Developer, threatened, which could materially adversely affect the ownership of the Parcel or the Developer's ability to perform hereunder. Except as set forth herein and as shown on the title report, the Developer has not granted any license, lease or other right relating to the use or possession of the Parcel and during the term of this Agreement, the Developer shall not grant or convey any easement, lease, license, permit or any other legal or beneficial interest in or to the Parcel without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 2.4 City's Representations and Warranties. The City hereby represents and warrants as follows:

- A. Authority. The City has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the City pursuant to this Agreement, and all required actions and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the City are and shall be duly authorized to sign the same on the City's behalf and to bind the City thereto. This Agreement and all documents to be executed pursuant hereto by the City are and shall be binding upon and enforceable against the City in accordance with their respective terms.
- B. Purpose. The City's intended purpose for the Parcel is to establish a trailhead for the trail which is being constructed by the Developer.

Section 2.5 Title Commitment. The Developer shall deliver to the City a commitment for an owner's title insurance policy for the Parcel. The Title Commitment shall show all matters affecting title to the Parcel, including all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances affecting the Parcel, and shall provide legible copies of all recorded documents constituting such exceptions. Prior to the expiration of the Due Diligence Period, established in Section 2.5, the City shall provide written notice to the Developer of any matter contained in the Title Commitment to which the City objects. Within ten (10) days following the Developer's receipt of such notice, the Developer, in its sole discretion, shall (a) use good faith efforts to remove or cure any such matter, or (b) notify the City that it cannot or will not remove such matter. In the event that the Developer cannot or

will not remove any such matter, the City may elect to either waive such matter or terminate this Agreement.

Section 2.6 Due Diligence and Right to Inspection. The City shall have a period of sixty (60) days to conduct, at its sole cost and expense, an inspection of the Parcel, to review the documents and reports provided or prepared, and to determine whether the Parcel is feasible for the City's intended use. The Developer hereby grants the City, its employees and agents access to the Parcel for the purpose of conducting inspections. However, the City shall indemnify and hold the Developer harmless from any and all liability, claims or expenses arising out of or in any way related to such inspection activities. The foregoing indemnification shall survive Closing or termination of this Agreement. In the event the City does not wish to acquire the Parcel, it shall notify the Developer, in writing, of its intention to not acquire it.

Section 2.7 Closing. Within ninety (90) days of execution of this Agreement, the Developer shall deliver to the City a special warranty deed conveying good and marketable title to the Parcel free and clear of all liens and encumbrances. Current real property taxes, assessments and personal property taxes with respect to the Parcel shall be prorated between the Developer and the City as of the date of closing.

Section 2.8 Re-transfer. If this Agreement's term expires before construction commences and is not renewed pursuant to Section 1.4, then the City shall convey title to the Parcel back to the Developer within ninety (90) days of the termination by special warranty deed, unless the Developer waives its right to re-transfer in writing.

ARTICLE III

INSTALLATION OF IMPROVEMENTS

Section 3.1 Installation of the Improvements. The Developer shall install the Improvements in substantial conformance with the site plans, which ~~is~~are attached to this Agreement as Exhibit B, and which ~~is~~are incorporated to this Agreement by reference. The site plans include both the installation of the trail and the installation of a storm drain box and drain pipe, as designated in the plans. The Improvements shall be installed as per the City's engineering standards and specifications for public improvements.

Section 3.2 Engineering and Design. The cost and expense of engineering and design costs for the Improvements shall be borne by the Developer, and is included in the Project price, as provided in Article IV. The City shall participate in the planning process, and must give approval of the plan prior to the commencement of construction by the Developer.

Section 3.3 Bidding Requirements. The Developer shall obtain three bids from potential subcontractors for the installation of the Improvements and make its selection. The

bidding process shall comply with Utah Code Ann. § 11-39-103. The Developer shall submit the bids and its selection to the City. The City shall review the bids and approve the bid selection, so long as the bidding process complies with state law and city ordinances. The City's approval shall not be unreasonably withheld.

Section 3.4 Building Permit Costs. All costs associated with permit fees, inspections or other development fees imposed by any government entity other than the City shall be borne by the Developer, and is included in the Project price, as provided in Article IV. The City shall not assess building permit costs on this project.

Section 3.5 Timing of Construction. The Parties understand and agree that the installation of the Improvements must be timed with the completion of Phase III of the Subdivision, in order to preserve economy of scale. Thus, a specific deadline is not imposed by this Article.

Section 3.6 Acceptance of Improvements. The City shall conduct inspections of the Improvements to ensure it meets the City's standards and specifications. Upon final approval of the Improvements by the City's building official or his designee, the Improvements shall be deemed accepted by the City.

Section 3.7 Allocation of Risk. The Developer shall bear the expense and risk associated with the installation of the Improvements. Upon its acceptance by the City, the City shall bear all risk of maintenance and operation of the Improvements.

Section 3.8 Indemnification. The Developer shall indemnify and hold the City harmless from and against all claims, costs, losses and damages, including attorney fees, arising out of the construction of the Improvements, provided that: (1) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease, death, injury to tangible property, loss of use of property, including interruption of business; and (2) it is caused in whole or in part by any negligent act or omission of the Developer, its agents, subcontractors, suppliers or any other person for whom the Developer is responsible.

Upon the acceptance of the Improvements by the City, the City shall indemnify and hold the Developer harmless from and against all claims, costs, losses and damages, including attorneys fees, arising out of the maintenance or lack of maintenance of the Improvements, unless such a claim, cost, loss or damage arises out of the conduct of the Developer or its agents, which conduct is unrelated to the installation of the Improvements.

Section 3.9 Insurance. Before the Project is initiated CONTRACTOR shall deliver to CITY a certificate of insurance demonstrating that CONTRACTOR has in effect liability and other insurance appropriate to provide protection from claims arising from the Project resulting from the acts or omissions of CONTRACTOR, its agents or employees and all subcontractors or suppliers as well as their agents or employees, for whom CONTRACTOR may be liable. The

certificate of insurance will demonstrate that CONTRACTOR has, at minimum the following types of insurance coverage:

- i. workers' compensation;
- ii. liability and vehicle operator's insurance providing protection for claims arising from bodily injury, sickness or disease, death, damage to property, damage from business interruption and motor vehicle accidents. CONTRACTOR shall maintain coverage in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate, and must name the City as an additional insured.

The insurance shall be provided by an insurance carrier with a rating of A- or better as rated by AM Best. The certificate(s) of insurance shall be attached to this Agreement as Addendum C and incorporated by this reference.

Section 3.10 Warranty. The Developer shall warrant the Improvements for a period of one (1) year after they are accepted by the City. The City shall retain 10% of the total cost of construction for the Improvements in escrow during the warranty period, which shall be dealt with in the same manner as cash escrow for improvement completion assurances. In the event the City determines that there are hidden defects in the Improvements during the warranty period, the City shall provide written notice to the Developer of any defect prior to the expiration of the warranty period. The Developer shall correct the deficiency within sixty (60) days of notification, unless that period is extended by mutual agreement of the Parties. The warranty period for any corrected portions of the trail shall be extended for one (1) year after the correction is completed. If the Developer does not correct the deficiencies, the City shall apply the retention amounts toward the cost of repair. If the amount of the repairs or correction exceeds the amount retained by the City, it shall invoice the Developer with the balance of the City's actual costs. The Developer shall tender payment within thirty (30) days of receipt of the invoice.

ARTICLE IV

PAYMENT

Section 4.1 Project Price. The Project Price has not yet been determined. However, the parties agree that the Project Price shall not exceed one-hundred thousand dollars (\$100,000.00), without written consent from the City.

The Project Price shall equal the amount of the bid which is selected to install the trail and its related improvements, together with actual engineering or design costs, closing costs, title insurance acquisition costs, and applicable permit costs.

Section 4.2 Items Included in Price. The price is inclusive of the following:

- A. Transfer of the Parcel to the City;
- B. Closing costs for the Parcel;
- C. Acquisition of title insurance for the Parcel;
- D. Engineering and design costs for the trail;
- E. Costs of permits or inspections by other governmental entities, as applicable;
- F. Costs of bidding procedures; and
- G. Costs of construction.

All other costs incurred by either Party are to be borne by the Party.

Section 4.3 Invoice Upon Completion of Project. The Developer, upon completion and acceptance of the project, shall submit an itemized invoice to the City in an amount not exceeding the Project price, plus the reimbursable costs identified in Section 4.1. The City shall process the invoice and tender payment of the full amount within sixty (60) days of receipt of the invoice, unless insufficient impact fees have been collected from the Developer in connection with the Subdivision, in which case Section 4.3 shall apply. Unpaid balances which are not subject to Section 4.3 shall accrue interest at 5% per annum, compounded monthly.

Section 4.4 Delayed Payment. If the Parks, Trails, and Recreation Impact Fees collected from the Subdivision are insufficient to cover the total invoiced amount, the City shall tender an amount equal to the Parks, Trails and Recreation Impact Fees which have been collected from the Subdivision at the time of the invoice. The payment shall be accompanied by an accounting of the remaining amount to be paid. This amount shall be tendered to the Developer upon receipt of additional Parks, Trails, and Recreation Impact Fees collected from development which has occurred in the Subdivision. Nothing in this section authorizes the City to tender payment from any impact fees tendered by other developments or from any other fund to which other impact fees have been applied.

ARTICLE V

DEFAULT

Section 5.1 Default. If either Party defaults in the execution of its obligations under this Agreement, the other Party shall provide written notice of default to the defaulting Party, as provided in Section 6.8. The Party receiving notice shall have sixty (60) days to cure the default. If the default has not been cured by the conclusion of that period, the non-defaulting Party shall have access to the remedies established in this Article.

Section 5.2 Remedies. The parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the parties shall have the rights and remedies available at law and in equity, including injunctive relief, specific performance and collection of unpaid obligations. Any delay by a Party in instituting or prosecuting any such actions or

proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

Section 5.3 No damages. The remedies permitted under this Agreement shall not include the recovery of damages, including but not limited to consequential damages, compensatory damages, punitive damages, incidental damages or otherwise.

Section 5.4 Mutual Termination. The Parties may terminate this Agreement by mutual Agreement, subject to the terms and conditions of termination which are agreed upon between the Parties.

Section 5.5 Failure to Obtain Permission to Build in Rocky Mountain Corridor. The City's failure to obtain permission or rights to construct the trail on the property owned by Rocky Mountain Power by the conclusion of the term of this Agreement shall result in the automatic termination of this Agreement, without any penalty to either Party.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1 Government Record. This Agreement and all documents referenced in this Agreement or made a part hereof shall be subject to the provisions of the Utah Government Records Access and Management Act, and shall be designated as "public" upon execution of the Agreement.

Section 6.2 Governmental Immunity. The City is a body Corporate and politic of the State of Utah, subject to the Utah Governmental Immunity Act, Utah Code Ann. § 63G-7-101, et seq. (the "Act"). The Developer acknowledges and agrees that nothing contained within this Agreement shall be construed in any way to modify (whether to increase or decrease), the limits of liability set forth in that Act or the basis for liability as established in the Act.

Section 6.3 No Agency. No agent, employee or servant of the Developer or the City is or shall be deemed to be an employee, agent or servant of the other Party. None of the benefits provided by any Party to its employees, including but not limited to worker's compensation insurance, health insurance and unemployment insurance, are available to employees, agents, contractors or servants of the other Party. The Parties shall be solely and entirely responsible for their respective acts and for the acts of their respective agents, employees, contractors and servants throughout the term of this Agreement. The Parties shall each make all commercially reasonable efforts to inform all persons and entities with whom they are involved in with Agreement to be aware that the Developer and its contractors are independent from the City.

Section 6.4 Ethical Standards. The Developer represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of a officer or employee of the City, or relative or business entity of a former officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies or private enterprises regularly engaged in the business of representing companies in incentive negotiations; (c) breached any of the ethical standards set forth in Utah Municipal Officers' and Employees' Ethics Act (Utah Code Ann. § 10-3-1301 et seq.); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officers or employees of the City to breach any of the ethical standards set forth in State statute or the City ordinances.

Section 6.5 No Officer or Employee Interest. It is understood and agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer or any member of any of such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer.

Section 6.6 Compliance with Laws. Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by any Party of applicable law shall constitute an event of default under this Agreement.

Section 6.7 Non-Discrimination. The Developer, and all persons acting on its behalf, agree that they shall comply with all federal, state and City laws, rules and regulations governing discrimination and they shall not discriminate in the engagement or employment of any professional person or any other person qualified to perform the services required under this Agreement.

Section 6.8 Notices. All notices to be given under this Agreement shall be made in writing and shall be deemed given upon personal or hand delivery, by confirmed facsimile transmission, upon the next business day immediately following the day sent if sent by overnight express carrier, or upon the third business day following the day sent if sent postage prepaid by certified or registered mail, return receipt requested, to the Parties at the following addresses (or to such other address or addresses as shall be specified in any notice given):

CITY: City Manager
Syracuse City Municipal Building
1979 West 1900 South
Syracuse, UT 84075

With a Copy to: City Attorney
Syracuse City Municipal Building
1979 West 1900 South
Syracuse, UT 84075

DEVELOPER: _____

Section 6.9 Time. The Parties agree that time is of the essence in the performance of this Agreement and each and every term and provision hereof.

Section 6.10 Governing Law. This Agreement shall be governed by the laws of the State of Utah. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of Davis County, State of Utah.

Section 6.11 Entire Agreement. The Parties acknowledge and agree that this Agreement constitutes the entire integrated understanding between the City and the Developer, and that there are no other terms, conditions, representations or understanding, whether written or oral, concerning the rights and obligations of the Parties to his Agreement, except as set forth in this Agreement. This Agreement may not be enlarged, modified or altered, except in writing, executed by both Parties.

Section 6.12 No Third-Party Beneficiaries. Notwithstanding any mention of third parties in this Agreement, nothing in this Agreement shall be intended to provide or convey any actionable right or benefit to or upon any person or persons other than the Developer and the City. Except as otherwise specifically provided in this Agreement, each party shall bear its own costs and expenses (including legal and consulting fees) in connection with this Agreement and the negotiation of all agreements, including without limitation the Agreement, and preparation of documents contemplated by this Agreement.

Section 6.13 Miscellaneous. In addition to the foregoing, the parties to this Agreement agree as follows:

- A. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver

constitute a continuing waiver. No waiver shall be binding unless executed, in writing, by the party making the waiver.

- B. This Agreement shall be binding upon, and shall inure to the benefit of the parties to it and their respective successors and assigns.
- C. In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.
- D. The Parties agree to use reasonable diligence to fulfill their respective obligations under this Agreement at all times that this Agreement is in effect.
- E. All obligations of the Parties set forth in this Agreement which are contemplated to be performed or satisfied after the closing or acceptance of the improvements shall survive the closing and acceptance.
- F. Except as otherwise provided in this Agreement, whenever a period of time in this Agreement prescribed for action to be taken by a Party, said Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to a Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests:
 - a. The act or event prevents a Party, in whole or in part, from:
 - i. Performing its obligations under this Agreement or another specified Agreement; or
 - ii. Satisfying any conditions to the obligations under this Agreement.
 - b. The act or event is beyond the reasonable control of and not primarily the fault of a Party; and
 - c. A Party has been unable to avoid or overcome the act or event by the exercise of commercially reasonable due diligence.

In furtherance of such definition, each of the following acts and events are deemed to be Force Majeure Events: war, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, cyclone, typhoon, tornado, explosion, civil disturbance, act of God or the public enemy, terrorist acts, military action, epidemic, famine or plague, action of a court or public authority, or strike, work-to-rule action, go-slow or similar labor difficulty, and such failure, standing alone, prevents the Party from fulfilling one or more of its obligations under this Agreement. The following shall not be deemed a Force Majeure Event: economic hardship, changes in market conditions, insufficiency of revenues or funds, or the financial condition of a Party.

Section 6.14 Status Verification System. CONTRACTOR hereby certifies that it is registered and participates in a Status Verification System, as defined by Utah Code Ann. § 63G-12-301, in order to verify the work eligibility of its employees. CONTRACTOR is solely responsible for ensuring registration and participation in the Status Verification System.

CONTRACTOR also certifies that any subcontractor employed by CONTRACTOR is also enrolled and participates in a Status Verification System. CONTRACTOR will provide, within five days of request by the CITY, proof of enrollment and participation in the system.

(Signatures appear on next page)

-Remainder of Page left intentionally blank-

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year recited above.

CITY:

DEVELOPER:

Mayor Terry Palmer

Signature
Ivory Development, LLC

ATTEST:

Cassie Z. Brown, CMC
City Recorder

Print Name

Its: _____

APPROVED AS TO FORM:

Paul H. Roberts
City Attorney

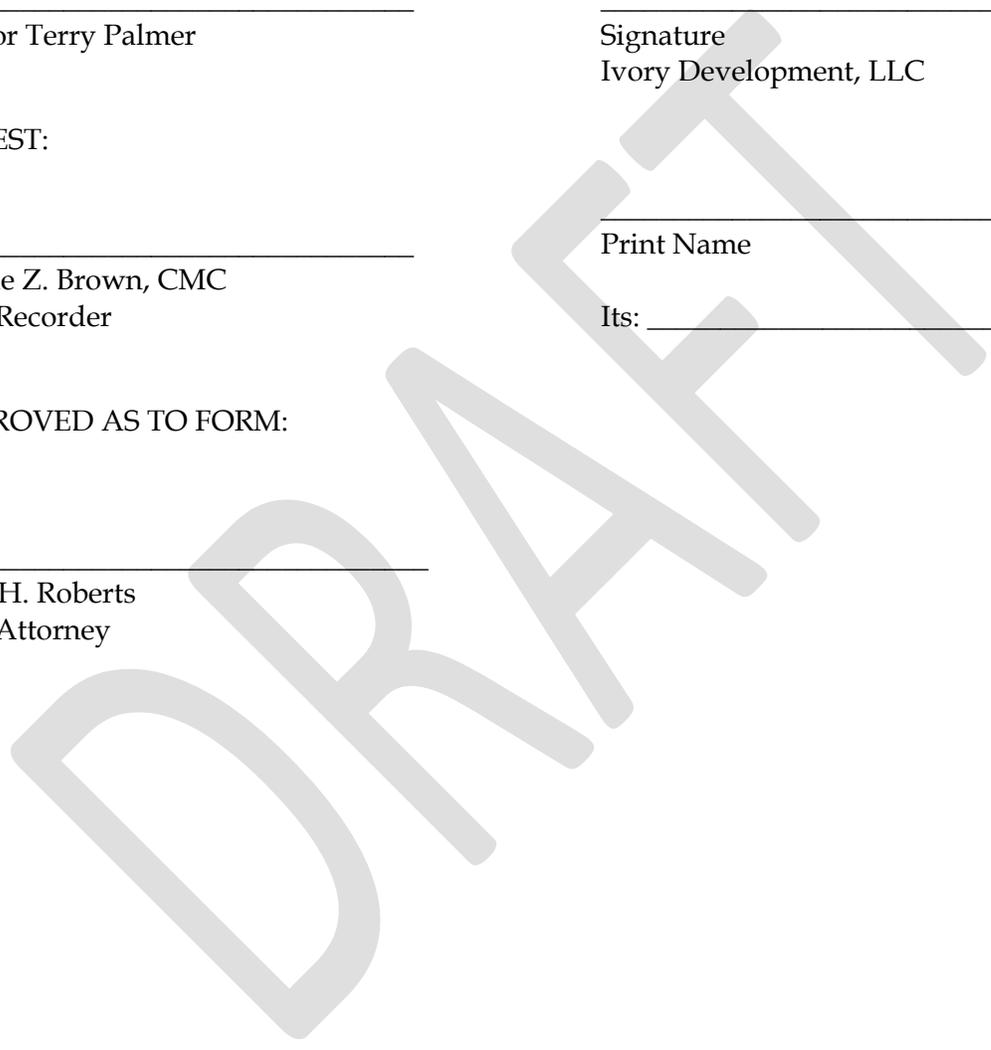


EXHIBIT A

PROPERTY DESCRIPTION

Parcel Serial Number 12-766-0004

ANY OF LOT 2, NINIGRET FIELD, A COMMERCIAL SUB THAT LIES WITHIN THE FOLLOWING DESC PPTY CONV IN SPECIAL WARRANTY DEED RECORDED 09/11/2013 AS E# 2765652 BK 5850 PG 727: PART OF THE S 1/2 OF SEC 3-T4N-R2W, SLM, DESC AS FOLLOWS: COM AT THE S 1/4 COR OF SD SEC 3; TH N 89°56'55" W 642.24 FT ALG THE S LINE OF SD SEC; TH N 00°03'05" E 33.00 FT TO THE POB; TH N 00°10'03" E 661.18 FT ALG THE E LINE OF PPTY DESC IN THE DEED RECORDED IN E# 1021678 BK 1588 PG 130; TH S 89°56'56" E 1556.06 FT; TH S 13°11'42" E 250.46 FT ALG THE W LINE OF THE PPTY DESC IN THE DEED RECORDED IN E# 626040 BK 919 PG 699; TH S 26°52'08" E 364.48 FT ALG SD W LINE; TH S 72°12'57" W 302.21 FT ALG THE S LINE OF LOT 2, NINIGRET FIELD, TO THE N LINE OF 700 SOUTH STR; TH N 89°56'17" W 849.87 FT ALG SD N LINE; TH N 89°56'55" W 642.24 FT ALG SD N LINE TO THE POB. CONT. 1.00 ACRE (SPLIT FOR TAXING PURPOSES.)

EXHIBIT B

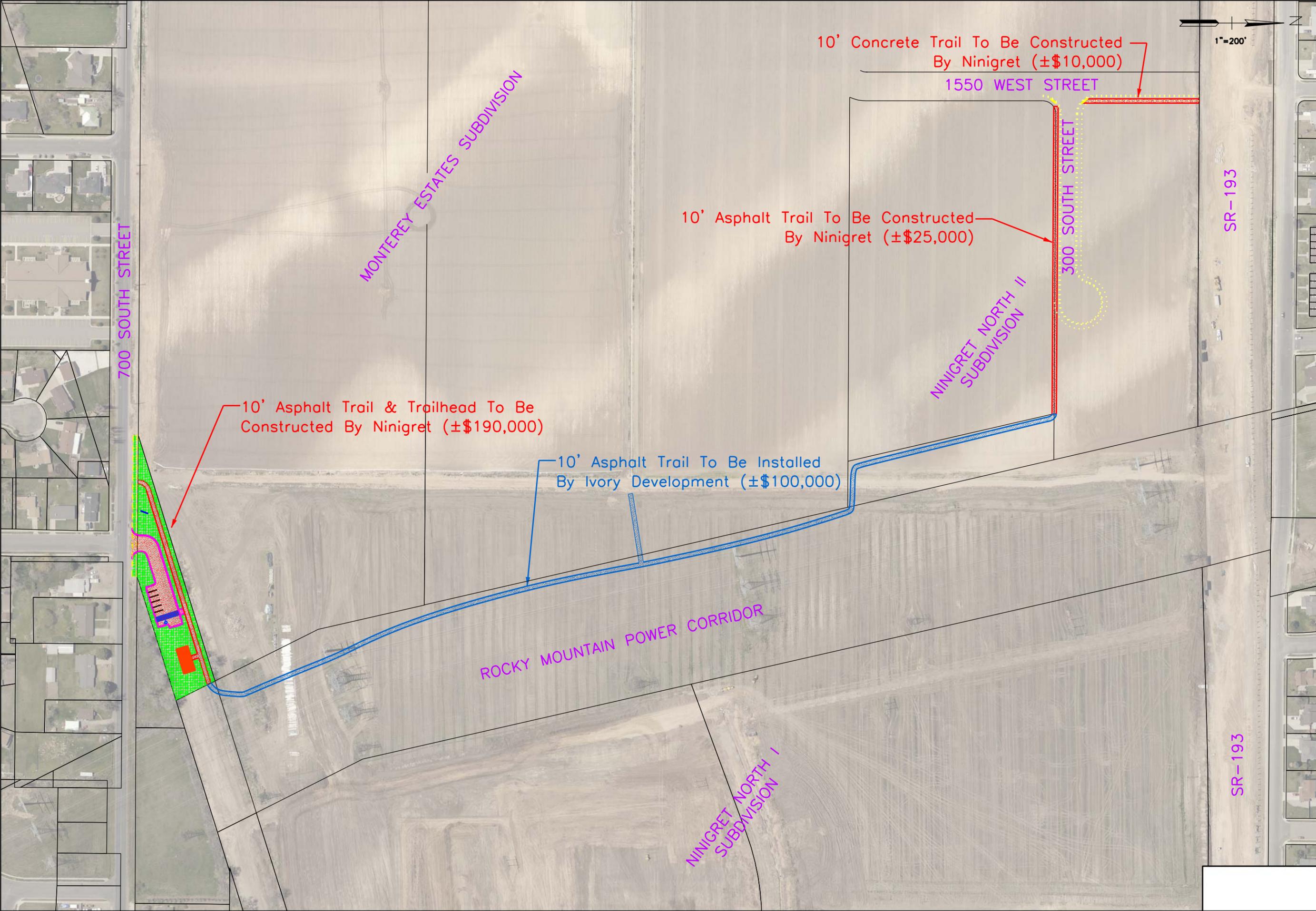
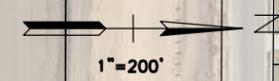
SITE PLANS

DRAFT

EXHIBIT C

INSURANCE CERTIFICATE(S)

DRAFT



700 SOUTH STREET

MONTEREY ESTATES SUBDIVISION

NINIGRET NORTH II
SUBDIVISION

10' Asphalt Trail To Be Constructed
By Ninigret (±\$25,000)

10' Concrete Trail To Be Constructed
By Ninigret (±\$10,000)

10' Asphalt Trail & Trailhead To Be
Constructed By Ninigret (±\$190,000)

10' Asphalt Trail To Be Installed
By Ivory Development (±\$100,000)

1550 WEST STREET

300 SOUTH STREET

SR-193

ROCKY MOUNTAIN POWER CORRIDOR

NINIGRET NORTH I
SUBDIVISION

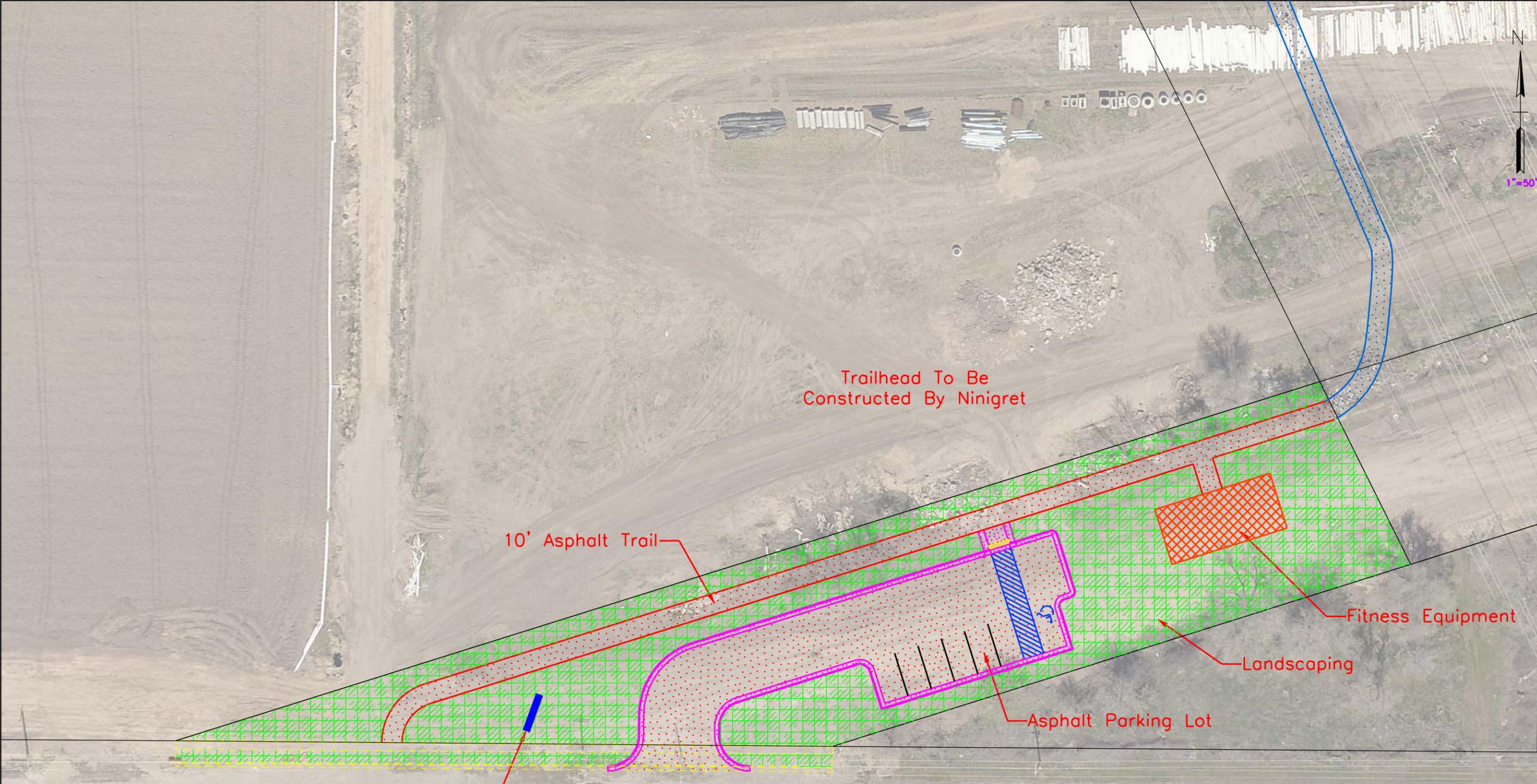
SR-193

700 SOUTH TO SR-193 TRAIL
TRAIL - 700 SOUTH TRAILHEAD PARKING LOT TO
SR-193 / 1550 WEST STREET





700 SOUTH TO SR-193 TRAIL
700 SOUTH TRAILHEAD PARKING LOT



Trailhead To Be
Constructed By Ninigret

10' Asphalt Trail

Fitness Equipment

Landscaping

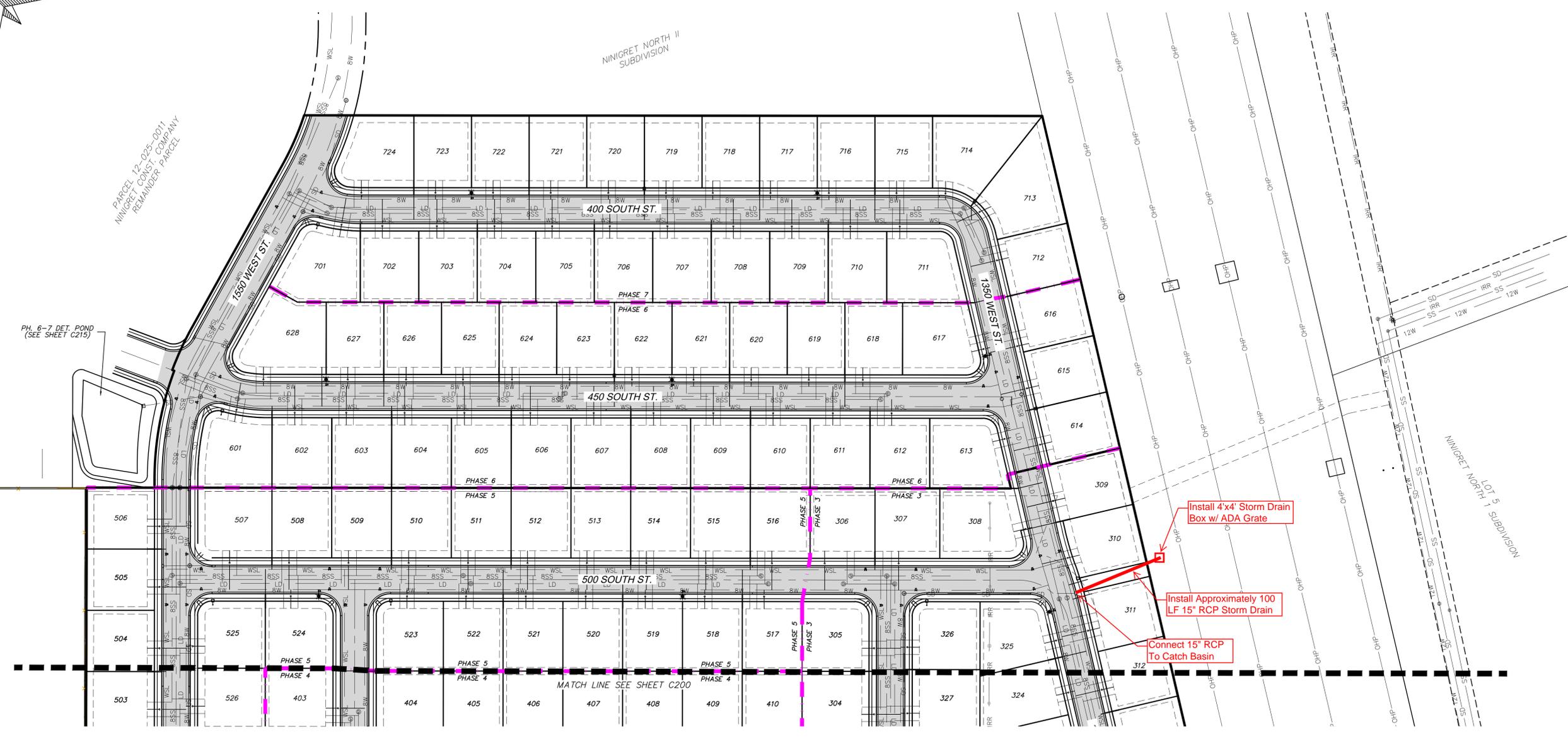
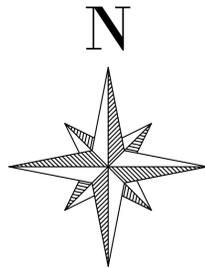
Asphalt Parking Lot

Welcome To Syracuse City Sign

700 SOUTH STREET

1350 WEST STREET





PH. 6-7 DET. POND
(SEE SHEET C215)

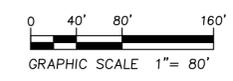
PARCEL 12-025-0011
NINIGRET NORTH II
REMAINDER PARCEL

MATCH LINE SEE SHEET C200

Install 4'x4' Storm Drain
Box w/ ADA Grate

Install Approximately 100
LF 15" RCP Storm Drain

Connect 15" RCP
To Catch Basin



NO.	DATE	DESCRIPTION
1	3-27-14	INCORPORATE CITY ENGR. COMMENTS DATED 2-28-14
2	5-06-14	MINOR SEWER REVISIONS
3	6-05-14	MINOR LAND DRAIN & STORM WATER REVISIONS
4	9-18-14	REVISED NORTH DAVIS SEWER DIST. DETAILS
5	3-27-15	ADD PHASES 6 & 7

SHEET DESCRIPTION:
**OVERALL SITE /
PHASING PLAN
(NORTH)**

**MONTEREY ESTATES
1525 W 700 S
SYRACUSE, UT**

CL
Cache • Landmark
Engineers
Surveyors
Planners
1011 West 400 North
Suite 130
Logan, UT 84321
435.713.0099

DATE:
27 MARCH 2015
SCALE:
1" = 80'
CALCULATED BY:
S. EARL
CHECKED BY:
L. ANDERSON
APPROVED BY:
S. EARL
PROJECT NUMBER:
13009SYR

C205



COUNCIL AGENDA

November 10, 2015

Agenda Item “10” Proposed Resolution R15-35 amending the City Council Rules of Order and Procedure pertaining to public comments.

Factual Summation

- During the October 13 and October 27 work session meetings the Council discussed potential changes to the public comments section of the Rules of Order and Procedure document. The recommended changes understood by staff have been reflected in the section below:

Content. Discussions in the meetings are to be limited to agenda items and issues reasonably related thereto. Comments or presentation by the public are to be limited to relevant issues. In order to ensure that the meetings proceed timely and orderly, the Mayor may impose a time limit on those desiring to address the Council.

Public Comment. Individuals addressing the Council during the public comment period of the meeting or during a public hearing shall be given a time limit of not less than three minutes. Public comment periods will be included at the beginning and end of business meeting agendas and at the beginning of extended work session agendas; the Council may also accept public input for each item listed on an extended work session agenda as discussion of each item warrants. ~~Groups desiring to address the Council will be asked to select a spokesperson for this purpose and the Mayor may also impose a time limit on said spokesperson. A group shall be defined as an assembly of five or more people in attendance with similar viewpoints on a give issue. The names of each member of the group shall be provided to the City Recorder as well as the name of the spokesperson of the group. This information must be provided prior to the spokesperson being allowed to address the Governing Body for a minimum of five minutes.~~ Any person who disrupts the meeting by exceeding a time limit, discussing irrelevant issues, or otherwise, may be removed at the direction of the Mayor.

- If the Council is comfortable with the proposed amendment, Resolution R15-35 may be adopted to formalize the changes.

RESOLUTION NO. R15-35

A RESOLUTION OF THE SYRACUSE CITY COUNCIL AMENDING THE RULES OF ORDER AND PROCEDURE TO GOVERN PUBLIC MEETINGS OF THE LEGISLATIVE BODY OF SYRACUSE CITY.

WHEREAS, on November 15, 2011 the City Council adopted Resolution R11-33 implementing the Rules of Order and Procedure to govern public meetings of the legislative body of Syracuse City; and

WHEREAS, the City Council subsequently adopted Resolution R12-15 amending the Rules of Order and Procedure; and

WHEREAS, the City Council and the Mayor have suggested revisions and updates to the document in order to better clarify the rules regarding public comment and input during meetings of the legislative body.

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

Section 1. Adoption. The amended sections of the bylaws and rules of order and procedure attached hereto as Exhibit "A," and incorporated herein by reference are hereby adopted by Syracuse City.

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 10th DAY OF NOVEMBER, 2015.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder

By: _____
Terry Palmer, Mayor

EXHIBIT A

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Public Comment. Individuals addressing the Council during the public comment period of the meeting or during a public hearing shall be given a time limit of not less than three minutes. Public comment periods will be included at the beginning and end of business meeting agendas and at the beginning of extended work session agendas; the Council may also accept public input for each item listed on an extended work session agenda as discussion of each item warrants. ~~Groups desiring to address the Council will be asked to select a spokesperson for this purpose and the Mayor may also impose a time limit on said spokesperson. A group shall be defined as an assembly of five or more people in attendance with similar viewpoints on a give issue. The names of each member of the group shall be provided to the City Recorder as well as the name of the spokesperson of the group. This information must be provided prior to the spokesperson being allowed to address the Governing Body for a minimum of five minutes. Any person who disrupts the meeting by exceeding a time limit, discussing irrelevant issues, or otherwise, may be removed at the direction of the Mayor.~~



COUNCIL AGENDA

November 10, 2015

Agenda Item “11”

Councilmember Reports

Factual Summation

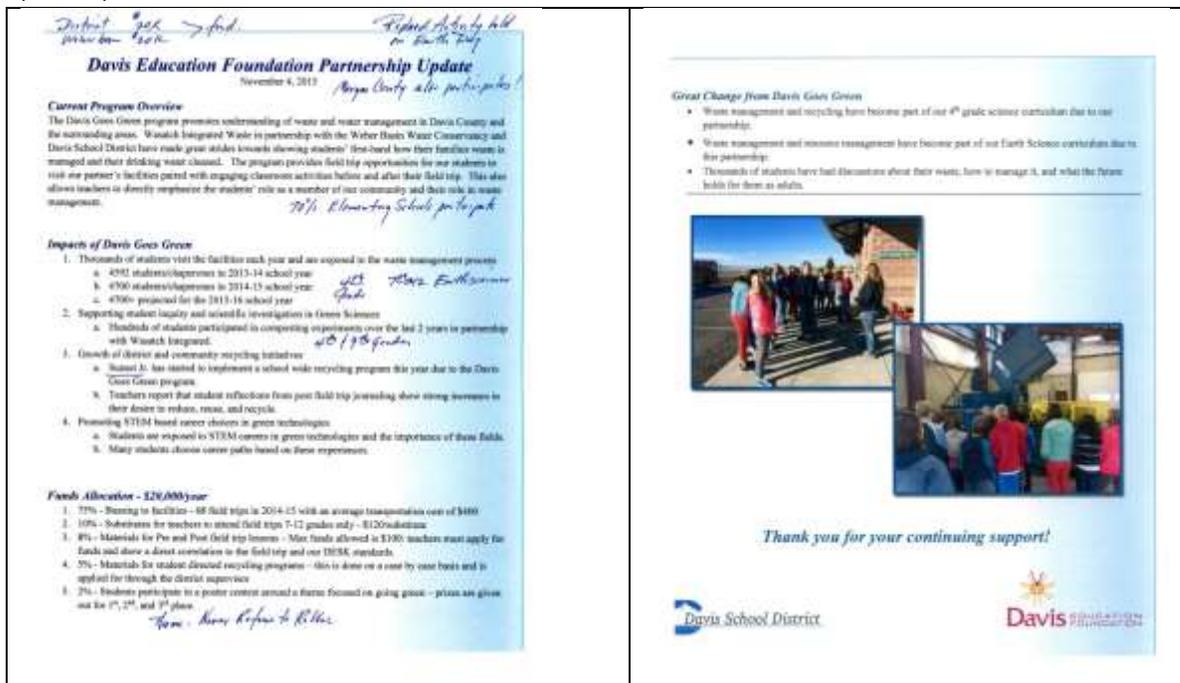
- Any question regarding this agenda item may be directed at Councilmember Gailey.
- Please see attached supporting documentation provided by Councilmember Gailey.

Wasatch Integrated Waste Board Meeting Councilmember's Report

November 4, 2015

5:00 PM

1. Public Comment: No one in attendance.
2. Davis Education Foundation Partnership Update- Tyson Grover from the Davis County School District reported on the actions of the foundation funded by both Weber Basin and Wasatch Integrated Waste to educate Davis County School Children in Green Waste Science. Each year the District and Weber Basin grant the school district \$20,000.00 to fund this project. 70% of Davis County Elementary School participate in this program, mostly 4th graders. Secondary pupils are also invited to participate with scientific experimentation involving green waste science. Morgan County also participates.



3. Fiscal Year 2015 Audit Presentation: The District placed out to bid the role of auditor for 2015 and changed the auditing firm used as a matter of best practices to insure that things weren't being over looked. The auditors report was presented from Keddington and Christensen with no findings. The District controller, David Van De Graff walked the Board through the current financials of the District along with comments made concerning the audit. Action: Audit was accepted unanimously.
4. Director's Report: Nathan Rich, director of WIWM gave the following report to the Board:

- a. Waste Composition Study: In August the District performed a study to see what recyclables could be recovered in waste during the summer months. The report showed, that with the exception of newsprint, there was little difference in the waste stream coming from communities that had curbside recycling and those that did not. The District will repeat this study in December. 20% of summer waste is grass clippings which complicates the waste stream.
 - b. NUERA: NUERA is a newly formed interlocal entity organized to promote the issues of waste management. Recently WIWM has issued a friend of the Public Service Commission against Public Utility Regulatory Policies [PURPA] allowing contracts with utilities to go from 20 years to 3 years.
 - c. White Valley Property sold: The District has owned property in Box Elder County for a future landfill. The politics in that area has prevented that development from occurring. The District has sold that property for \$440,000.00
 - d. Plasco Energy Group: This is cutting edge science using a plasma torch to incinerate waste. This company went online a few months ago and is now filing for bankruptcy.
 - e. Dioxin Emissions: WIWM dioxin emission scrubbing has been improved to greater than 99.5% removal. Dioxins are a product of any combustion. The greatest polluters are landfill fires [45%] and forest fires [29%]
 - f. Waste to Energy Facility: Repairs to both furnaces are not finished and the steam production for the plant is now at 100% of capacity. Prior to these repairs the plant was operating at about 85% efficiency. The District is looking into selling steam to HAFB for them to convert to power to be used or sold to Pacific Corp. With the new contract in place, revenues from HAFB should be up this year.
 - g. Mixed Waste Processing Facility: This facility is under construction. Cardboard and Aluminum will be diverted from the waste stream. Green waste will also be removed. This will create a better fuel for burning in the Waste to Energy Facility. It will be up and running by April 15, 2016.
 - h. Special Waste Processing: A good portion of the revenue stream coming into WIWM comes from the processing of special waste. This is waste that must be disposed of with certification of destruction. These materials are all burned under direct supervision and are handled at the burn plant, but at a new location to make this processing cleaner. This facility will be online by April.
 - i. Landfill: WIWM has entered into an agreement with PARC [Pioneer Adult Rehabilitation Center] for a new entity on the campus. This entity will be called PARC and Save. The Give and Take services at the landfill were stopped on October 28, 2015. All reusable waste that come into the landfill now will be directed to PARC and they will create a second hand store to recycle reusable items. PARC functions under the Davis County School District. There will be a new entrance road into the landfill at 1700 East Highway 193 within the next two or three weeks.
 - j. EPA New Rules: The EPA is considering new rules concerning landfill gases. This should not mean much to the District, in that the District already manages landfill gases. It may mean more reporting.
5. Actions of the Board

- a. Resolution 15-14 Amending the 2016 Capital Budget: The reparations of the burn plant furnaces spanned two separate fiscal years. This amendment corrects the imbalance of payments for that project between the two years. Motions made and passed unanimously.
 - b. Resolution 15-15 Appointing Board Officers for 2016: Proposal was made from the committee to appoint the existing leadership for the year 2016 without change. The motion was made and passed unanimously.
 - c. Resolution 1516 Setting a Meeting Schedule for 2016: The meeting schedule for the Board was proposed for 2016. The motion was made and passed unanimously. The entire Board will meet 5 times next year. Committee will continue to meet monthly.
6. Motion to adjourn: Motions made and accepted by common consent.

Mike Gailey