



**SYRACUSE CITY**  
**Syracuse City Council Regular Meeting Agenda**  
**August 9, 2016 – 6:00 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 Destynee Vanderstappen and Beau Miller.
3. Recognition of former Planning Commissioner TJ Jensen for his years of service.
4. Common Consent: Proposed Resolution appointing Robert Williams to the Emergency Preparedness Committee.
5. Approval of Minutes:
  - a. Work Session of June 28, 2016.
  - b. Regular Meeting of July 12, 2016.
  - c. Special Meeting of July 15, 2016.
6. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.

**\*\*RECESS TO CONVENE IN SPECIAL RDA MEETING\*\***

7. Proposed Ordinance 16-24 adopting the Syracuse Antelope Drive Community Development Project Area (CDA) Plan.
8. Jackson Court preliminary
9. Lauren Wood preliminary
10. Public Hearing: Proposed Resolution 16-40 updating and amending the Syracuse City Consolidated Fee Schedule by making adjustments throughout.
11. Proposed Ordinance 16-21 amending Section 10.40.030 of the Syracuse City Municipal Code pertaining to onsite parking.
12. Proposed Ordinance 16-23 amending Section 10.30.050(c) of the Syracuse City Code related to yard encroachments.
13. Proposed Resolution 16-39 adopting the Employee Recruitment and Retention Policy and Fiscal Year 2017 Employee Compensation Plan.
14. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
15. Councilmember Reports.
16. Mayor Report.
17. City Manager Report.
18. Adjourn.

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

**CERTIFICATE OF POSTING**

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 4<sup>th</sup> day of August, 2016 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 August 4, 2016.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

August 9, 2016

**Agenda Item #2**

Presentation of the Syracuse City and Wendy's "Award for Excellence" to Destynee Vanderstappen and Beau Miller for the month of August 2016.

***Factual Summation***

- Any questions regarding this item can be directed at CED staff. Please see the attached memos regarding the Award recipients for August 2016.

***Recommendation***

The Community & Economic Development Department hereby recommends that the Mayor and City Council present the "Syracuse City & Wendy's Award for Excellence" to Destynee Vanderstappen and Beau Miller for the month of August 2016.



**Mayor**  
Terry Palmer

**City Council**  
Andrea Anderson  
Corinne Bolduc  
Mike Gailey  
Karianne Lisonbee  
Dave Maughan

**City Manager**  
Brody Bovero

### ***Factual Summation***

- Any questions regarding this items may be directed at Brigham Mellor, City Economic Development Director

## **MEMORANDUM**

**To:** Mayor and City Council

**From:** Community & Economic Development Department

**Date:** August 9, 2016

**Subject:** Presentation of the Syracuse City & Wendy's Award for Excellence Beau Miller and Destyne Vanderstappen

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### **Background**

The City wishes to work towards recognizing citizens who strive for excellence in either athletics, academics, arts or community service. To that end, in an effort to recognize students at Syracuse High, Clearfield High, as well as other schools in our City and individuals residing in the City, Mayor Terry Palmer and City Manager Brody Bovero has asked staff to develop a recognition program to promote pride and unity within our community. In conjunction with Jeff Gibson, staff would like to present the "Syracuse City & Wendy's Award for Excellence."

### **"Syracuse City & Wendy's Award for Excellence"**

In order to recognize outstanding students and athletes in Syracuse, the Community and Economic Development Department have developed the "Syracuse City and Wendy's Award for Excellence" award process. This monthly award, given in alternating months (e.g. January athlete, February scholar/community/art, March athlete, etc.), recognizes the outstanding performance of a male and female who excel in athletics, arts and/or academics. The individuals selected for this award will be identified by Syracuse City in partnership with representatives from the city recreation department, local elementary, junior high, and high schools. Once selected, an individual will:

- Receive a certificate and be recognized at the first City Council meeting of each month
- Have their picture put up in City Hall
- 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

#### Beau Miller

Beau Miller was nominated by his 4<sup>th</sup> grade teacher at Cook Elementary for the Syracuse City Award. She had the privilege of being Beau's teacher last school year. Beau is very good at sports, but never bragged about how good he was. Beau has a lot of friends, and would always talk to those who needed a friend, even if it was the unpopular thing to do. Beau had to have a surgery before the end of the school year that required him to stay home and do all of his school work on his own. Even though this was hard for Beau, he would stay caught up in all of his class work. If he had questions about assignments, he would ask or have his mom send an e-mail. We are very proud of the hard work Beau did this past school year and believe his sportsmanship and academics is worthy of this award.

- Nominated by Trista Whitaker, 4th Grade Teacher at Cook Elementary

#### Destynee VanderStappen

Destynee VanderStappen excels in academics and athletics. Destynee shared her talent of tumbling with the class and they were very impressed with her skills and dedication. Destynee reads above grade level and participated in Battle of the Books as a 2nd grade student. Destynee has very strong math and writing skills. She is a wonderful example to her peers. All students look up to Destynee because she is kind and includes everyone at recess. She looks for students that need a friend. Destynee is an outstanding student!!!

-Nominated by Deborah Kroeger, 2<sup>nd</sup> Grade Teacher at Cook Elementary

#### **Recommendation**

The Community & Economic Development Department hereby recommends that the Mayor and City Council provide feedback regarding the items presented during the Work Session. Further, the CED Department hereby requests Mayor and City Council support of the proposed "Syracuse City & Wendy's Award for Excellence."



# COUNCIL AGENDA

August, 9<sup>th</sup> 2015

## Agenda Item #3

Acknowledge TJ Jensen for his years of service on the Planning Commission

### *Notes:*

The Mayor would like to present TJ Jensen a plaque in appreciation of 6 years of dedicated service to the Syracuse City Planning Commission. Mr. Jensen and his family are longtime residents of Syracuse and have been involved in many community issues and have served on different committees over the years.

TJ Jensen was appointed to the Planning Commission December 2010 and was reappointed for another 4 year term from July 2012 to June 2016 and during that time served as Vice Chair and Chairman. As a Planning Commissioner he served on numerous committees, including the Trails Master Plan Committee, The City Logo Design Committee, Transportation Master Plan Committee, on various Development Committees and recently participated as an advisor to the General Plan Committee. Mr. Jensen has been involved early on with the West Davis Corridor discussions and alignment planning. Alongside his Planning Commissioner obligations he continued to invest his time and share his ideas for the betterment of Syracuse City residents.

Mr. Jensen said “He has been more than happy to serve the Community as a Planning Commissioner and hoped that his service has been worthwhile to the citizens of Syracuse City.”

Mr. Jensen’s years of service to the City and community have been greatly appreciated. On behalf of the Syracuse City Council and Planning Commission we would like to thank Mr. Jensen for all his hard work and dedication. We wish him the best with his future endeavors and know he will continue to be involved with community issues as a devoted Syracuse citizen.



# COUNCIL AGENDA

## August 9, 2016

### Agenda Item #4

Proposed Resolution R16-41 appointing Robert Williams to the Disaster Preparedness Committee.

### *Factual Summation*

- Any question regarding this agenda item may be directed at Mayor Palmer.
- Mayor Palmer has recommended the appointment of Robert Williams to the Disaster Preparedness Committee to fill a vacancy created by Lee Hammond's resignation. If appointed, Mr. Williams will complete Mr. Hammond's term, which expires June 30, 2018.

**RESOLUTION R16-41**

**A RESOLUTION OF THE SYRACUSE CITY COUNCIL  
APPOINTING ROBERT WILLIAMS TO THE SYRACUSE CITY  
DISASTER PREPAREDNESS COMMITTEE.**

**WHEREAS** Title 3 of the Syracuse City Code provides for the establishment of a Disaster Preparedness Committee in Syracuse; and

**WHEREAS** Section 3.50.020 of the Syracuse City Code calls for the appointment of seven members of who will serve terms of three years; and

**WHEREAS** Mayor Palmer has recommended the appointment of Robert Williams to fill the vacancy created by Lee Hammonds resignation from the Committee.

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

**Section 1. Appointment.**

- Robert Williams is appointed to serve on the Syracuse City Disaster Preparedness Committee with his term expiring June 30, 2018.

**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 9<sup>th</sup> DAY OF AUGUST, 2016.**

**SYRACUSE CITY**

ATTEST:

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

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



# COUNCIL AGENDA

August 9, 2016

Agenda Item #5

Approval of Minutes.

***Factual Summation***

- Please see the draft minutes of the following meeting(s):
  - a. Work Session of June 28, 2016.
  - b. Regular Meeting of July 12, 2016.
  - c. Special Meeting of July 15, 2016.
  
- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

Minutes of the Syracuse City Council Work Session Meeting, June 28, 2016

Minutes of the Work Session meeting of the Syracuse City Council held on June 28, 2016, at 6:00 p.m., in the Council Work Session Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Andrea Anderson  
Corinne N. Bolduc  
Mike Gailey  
Karianne Lisonbee  
Dave Maughan

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  
Police Chief Garret Atkin  
Fire Chief Eric Froerer  
Parks and Recreation Director Kresta Robinson

The purpose of the Work Session was to hear public comments, hear a request to be on the agenda by Dan Aamodt of Lone Peak Events re: Ghost Town Triathlon; receive a presentation from a vendor for water utility service review agreement, review the formatting of the City utility bill, have a discussion regarding the Utility Rate and Cost Allocation Policy, have a discussion regarding the Employee Recruitment and Retention Policy and Fiscal Year 2017 Employee Compensation Plan, have a discussion regarding a Master Planned Community Zone in connection with Woodside Homes annexation petition and subsequent development, discuss proposed updates to Code Enforcement regulations, and discuss Council business.

[6:01:55 PM](#)

Councilmember Anderson led the audience in the Pledge of Allegiance. Councilmember Gailey provided an invocation.

[6:03:48 PM](#)

**Public comments**

There were no public comments.

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Council member Maughan suggested the agenda be amended to move item G ahead of item J. Mayor Palmer accepted the suggestion and declared the agenda amended.

[6:04:46 PM](#)

**Request to be on the Agenda: Dan Aamodt of Lone Peak**

**Events re: Ghost Town Triathlon.**

Mr. Aamodt approached the Council and indicated the Ghost Town Triathlon held in Syracuse City the second Saturday in May was a great success and he wanted to thank the Council, Mayor, and City staff for allowing Lone Peak Events to hold the event within the City. He stated that his grandparents were longtime Syracuse residents and he has fond memories of the City and a great personal connection to it. He stated he plans to continue to hold the event in the City each year from this point forward, but he would like to rename it so that it bears the name of his grandparents, Ralph and Jetta Walker.

Councilmember Anderson asked why the event was called the Ghost Town Triathlon. Mr. Aamodt stated that the event was previously held near the ghost towns in Tooele; thought it was relocated to Syracuse this year, Lone Peak Events still had memorabilia with the Ghost Town Triathlon name and logo and they wanted to use it this year before changing the name of the event.

[6:07:45 PM](#)

**Presentation by vendor for water utility service review agreement.**

A staff memo from the City Manager explained that while at the International City Management Association conference last September, I met Ron Phillips from The Water Company of America. We discussed a service that they provide, which is similar to the scope of work outlined in the RFP. The idea for this service came from that discussion. In summary the RFP outlines the following scope of work:

- 1           • The selected contractor reviews the City’s utility billing accounts and, usually with the assistance of
- 2           software-based analytics, identifies possible problems in the City’s water system. Typically, the software
- 3           identifies anomalies in the billing accounts that flag a potential problem, whether it is a leak in a valve, a
- 4           faulty meter, or other similar problem.
- 5           • Based on the analysis, the specific locations in the field are investigated to see if there is, in fact, a problem.
- 6           • Based on the findings, the problems are addressed by the City, and the difference between the recaptured
- 7           revenue from the fix and the historical revenue is measured.
- 8           • The selected contractor is paid only from the recaptured revenue, typically a percentage of the recaptured
- 9           revenue for a specified number of years. The RFP is set up so that the City has no up-front cost or risk.

10           This service is designed to improve the operational efficiency of the City’s water system, and discover hard to find  
11 problems in the system in order to ensure the system is operating appropriately. The memo indicated that during the previous  
12 Council discussion of the contract the Council focused on the following issues:

- 13           • Confidentiality Assurance: Through discussion with the contractor, safeguards will be put in place to
- 14           protect the confidentiality of utility customers. Safeguards come in the form of filtering out sensitive
- 15           information before providing data to the contractor, as well as contractual obligations against use of
- 16           personal information.
- 17           • Require Notice of Overbilling: The contractor has agreed to notify the City of any anomalies that indicate
- 18           a situation where a customer might be overbilled.
- 19           • Fee: The original proposal from the contractor included a 60% fee on all new revenue obtained from the
- 20           study for 36 months. Prior to consideration of a change in the fee, the contractor requested an opportunity
- 21           to explain the scope of work, and the work involved.

22           [6:07:54 PM](#)

23           Mr. Bovero reviewed his staff memo.

24           [6:10:08 PM](#)

1 Steven Hooper, Representative of Water Company of America, used the aid of a PowerPoint presentation to provide  
2 the Council with an overview of the service his firm would provide to the City if the Council authorized execution of the  
3 proposed agreement.

4 [6:20:31 PM](#)

5 The Council engaged in discussion with Mr. Hooper regarding the implications of the proposed agreement and the  
6 service to be provided, with a focus on policy decisions the Council would need to make relative to collection of lost  
7 revenues found by Water Company of America. Discussion also centered on the frequency of which City staff has found  
8 water connection issues that have resulted in lost revenue to the City. The local representative for Water Company of  
9 America relayed to the Council the experiences other cities in Utah have had through their relationship with the firm.

10 [6:27:36 PM](#)

11 Mr. Bovero revisited his memo and discussed the amendments that have been made to the draft agreement to  
12 address the concerns raised by the City Council relative to confidentiality, overbilling, and the fee charged by Water  
13 Company of America. Council discussion focused on the fee and Council members engaged in negotiations with Mr. Hooper  
14 relative to the lowering of the fee charged by the firm. Council member Maughan proposed a 50-50 split rather than a 60-40  
15 split that favors Water Company of America. Mr. Bovero clarified that Water Company of America receives 60 percent for a  
16 36 month period, but after the expiration of the agreement the City will receive the full amount of new revenue. Mr. Hooper  
17 stated that he would be comfortable reducing his share to 50 percent if the length of the agreement were extended. Council  
18 member Maughan stated that type of arrangement is more defensible to the residents of the City.

19

20 [6:45:16 PM](#)

21 **Review formatting of City utility bill**

22 A staff memo from the Finance Director explained the City currently has a utility bill that collects all City utilities  
23 and the North Davis Sewer District utility. The City Council has shown interest in modifying the utility bill to show it as a  
24 dual bill and to add the North Davis Sewer District logo to the bill. Below are some of the options staff has considered:

- 25
- Option 1: - Breakout NDSD and Syracuse City into separate subtotals.
  - Option 2: - Breakout NDSD and Syracuse City into separate subtotals. Add headers for each entity.
- 26

- 1                   • Option 3&4: - Put an \* next to the sewer charge and have a box below that has the NDSD logo and have it  
2                   say something like “North Davis Sewer District charges. For questions please call 801-825-0712.”  
3                   Different locations are provided.

4                   Staff has provided examples of revised utility bills for Council review; the examples are simply drafts that could be  
5 modified at the direction of the Council.

6 [6:45:32 PM](#)

7                   Mr. Marshall reviewed his staff memo and the four optional utility bills included in the Council packet.

8 [6:48:23 PM](#)

9                   The Council briefly discussed the optional formats, offering support for a hybrid of options two, three, and four. Mr.  
10 Marshall stated he will send the final version of the utility bill to each Councilmember via email. Councilmember Maughan  
11 stated that regardless of the reformatting of the utility bill, a public education component regarding the breakdown of utility  
12 costs is needed.

13

14 [6:50:42 PM](#)

15 **Discussion regarding Utility Rate and Cost Allocation**

16 **Policy**

17                   A staff memo from the City Manager explained that since January, the Council has discussed the issue of pricing  
18 internal services, and whether utility rates should be set at a rate that covers all of the direct and indirect costs of the service.  
19 As directed by the Council, a draft policy is attached for your consideration. The draft is a working document that will serve  
20 as a basis for the discussion of policy on June 28<sup>th</sup>. The purpose of the discussion is to determine what the Council feels is the  
21 best policy for the City, as it relates to this issue. The Council has discussed several options related to whether utility user  
22 charges should cover all costs, or whether tax revenue should be used to off-set the utility rates. In previous discussions, the  
23 Council favored a policy that allows the City to use tax revenue to pay for a portion of the utility expenses. There has been a  
24 policy discussion centered on the City “donating” administrative services at no charge, or at a reduced charge. Another policy  
25 discussion centered on the Council’s ability to use tax revenues to fund capital projects for utilities. While either of these

1 approaches, or a combination of both, can be adopted by the Council, the attached working draft focuses on the Council's  
2 ability to use tax revenue to fund capital projects and debt costs.

3 [6:50:55 PM](#)

4 Mr. Bovero reviewed his memo and provided an overview of the draft policy and explained how the policy could be  
5 implemented to fund ongoing capital improvement projects.

6 [6:58:43 PM](#)

7 Councilmember Maughan indicated that it was his understanding that the Council wanted to see a policy that would  
8 allow for one time transfers from enterprise funds for project needs rather than a policy that would provide an ongoing  
9 allocation or transfer for the same purposes. Mr. Bovero stated that the Council can shape the language of the policy as they  
10 see fit; the Council must decide between enacting a policy that calls for transfers as a standard practice or on an as-needed  
11 basis.

12 [6:59:21 PM](#)

13 Councilmember Lisonbee stated it is her recollection that the Council discussed crafting the policy in a manner that  
14 the allocation would be based upon direct costs and that no funding or transfer amount would be allocated for indirect costs,  
15 such as Administration overhead associated with management of the utility divisions and oversight of enterprise funds.  
16 Discussion centered on options for amending the draft policy to incorporate the desires of the Council relative to ongoing  
17 allocation practices, with Councilmember Lisonbee stating she would like for the policy to carry the City through the life of  
18 the system to cover infrastructure replacement costs.

19 [7:04:52 PM](#)

20 Councilmember Maughan stated he would like to consider options for making the enterprise funds self-sufficient  
21 before addressing a long-term policy addressing internal allocations. Councilmember Lisonbee agreed. Councilmember  
22 Maughan stated that he understands the root of the draft policy, but he would like to create a lasting policy that will carry the  
23 City forward rather than just addressing the City's current position. He noted he would like to take a step back and review the  
24 status of each enterprise fund as well as the charges to each fund, such as Administration overhead. He added he would like  
25 the policy to include triggers that can be identified by the Council to indicate when it is necessary to increase utility rates as  
26 such a policy would be more defensible to the residents. Mayor Palmer pointed out that failure to appropriately compensate

1 the General Fund for overhead costs associated with management of the enterprise funds in the City will create a deficit in the  
2 General Fund, which could result in the need to increase property taxes. Councilmember Maughan stated he would be more  
3 comfortable evaluating the need for a policy if he truly understood the status of each individual enterprise fund; he does not  
4 have a clear understanding of the status of each fund. Councilmember Lisonbee indicated that the status of each fund has  
5 been reviewed by the Council as a whole and that data has been provided to the Council. Mr. Bovero stated that he can  
6 facilitate a review of each enterprise fund over a series of work session meetings; this would include direct and indirect costs  
7 as well as the status of each fund.

8 [7:14:12 PM](#)

9 Councilmember Gailey stated Ogden City has developed a policy under which they add 17.5 percent to direct costs  
10 of operating each enterprise fund in order to cover administration overhead; the fees in that City are based on that policy. He  
11 stated he is not opposed to considering something similar. He would also like for the City's policy to include a trigger that,  
12 when met, would indicate it may be necessary to increase utility rates. Mr. Bovero agreed, but acknowledged Councilmember  
13 Maughan's desire to gain a more clear understanding of the status of each enterprise fund. He added the current policy does  
14 not dictate a tax increase or utility rate increase; it even gives the Council the option to use surplus monies for capital  
15 purchases.

16 [7:17:07 PM](#)

17 Councilmember Lisonbee stated that the Council should not be considering a policy on the basis of when it is  
18 appropriate to raise taxes or fees; rather, the policy should dictate how the City functions and the Council can choose any  
19 number they are comfortable with to cover administrative overhead associated with management of the enterprise funds.

20 [7:21:50 PM](#)

21 Councilmember Anderson stated that she would like for the language in the policy to be better defined in order for it  
22 to be interpreted correctly in the future. She suggested defining direct and indirect costs.

23 [7:22:56 PM](#)

24 Mr. Bovero stated he will edit the policy according to the feedback received this evening and provide it for  
25 continued review during the next extended work session meeting.

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1 [7:23:05 PM](#)

2 **Discussion regarding Master Planned Community Zone**  
3 **in connection with Woodside Homes annexation petition**  
4 **and subsequent development**

5 A staff memo from Community and Economic Development (CED) Director Mellor explained Woodside Homes is  
6 in the process of annexing over 200 acres into the city – the property they will develop is in a unique location on the south  
7 side of the WDC alignment (the highway is on track for a 2022 construction). The development that the developer is  
8 proposing doesn't fit any zone that we have in ordinance. In exchange for working with the developer to craft a zone that  
9 maximizes the development potential of the site – the developer is proposing handing over free-of-charge 50 acres to the city.  
10 This is land we would use for a city park (this in addition to the nearly 1.5 million dollars we would collect in park impact  
11 fees across the life of the project). There are many different avenues that we can take to accomplish setting up the  
12 development criteria, and in reviewing how these opportunities were handled across the state historically - it is staff's  
13 recommendation to craft a new zoning ordinance specifically applicable to this real-estate. This new zoning ordinance would  
14 go hand in hand with a development agreement and development plan both of which will layout in great detail what the  
15 property is entitled to build – and specify the standard to which the developer must build to. The memo concluded staff is  
16 asking that the Council instruct the Planning Commission to begin reviewing the new zoning ordinance, and begin the  
17 process of bringing the new ordinance to the Council requesting that the Planning Commission follow the schedule outlined  
18 therein.

19 [7:23:19 PM](#)

20 Mr. Mellor reviewed the staff memo. He emphasized that the Master Planned Community Zone would only be  
21 applied to the property that Woodside is pursuing annexation on.

22 [7:28:42 PM](#)

23 Councilmember Lisonbee inquired as to the legal implications of creating a zoning designation for one property  
24 only. City Attorney Roberts stated that in order for a developer to secure the zoning they must enter into a development  
25 agreement and adhere to strict development standards; these details must be addressed before the zoning is assigned to a  
26 property. He stated that other property owners could apply for the same zoning and the Council would follow the same

1 process that is laid out in Mr. Mellor’s memo. Councilmember Lisonbee indicated she believes the minimum property size  
2 for the proposed zone should be 100 acres. She added she feels additional detail is needed to specify design and development  
3 standards for the zone. She also indicated she feels density should be addressed in the zone language. Mr. Mellor stated the  
4 document included in the Council packet is a very rough draft and additional work must be done by staff and the Planning  
5 Commission before a final version will be available for Council review. The Council engaged in high level philosophical  
6 discussion regarding the implications of creating the Master Planned Community Zone and ultimately directed staff to refer  
7 the item to the Planning Commission for a formal recommendation back to the City Council.

8 [7:45:24 PM](#)

9 Councilmember Gailey wondered if the Council will need to take formal action to open the General Plan in order to  
10 assign a potential new zoning designation to the subject property. Mr. Mellor stated staff will work to address that issue and  
11 ensure that any action taken is procedurally legal according to current ordinances in place.

12  
13 [7:48:51 PM](#)

14 **Introduction of proposed updates to Code Enforcement**  
15 **regulations**

16 A staff memo from the City Attorney explained that in consultation with two Councilmembers in a working group,  
17 he has assembled some changes to the code enforcement regulations. Staff anticipates bringing this item to the July 12  
18 Business Meeting, and would appreciate any proposed edits to that section prior to its inclusion in that packet. The memo  
19 drew the Council’s attention to the following main points of amendment:

20 **1. Parking vehicles/trailers/boats in side/back yards .**

21 Code currently provides that a person may not park a motor vehicle, trailer or boat in a front yard area, “or on areas  
22 not improved for parking.” SMC § 10.40.030(C). This requires individuals who wish to park a vehicle or trailer to  
23 do so on hard surfaces or gravel.

24  
25 It is proposed that the following be done:

- 1           - Allow parking in side yards – without hard surfaces – in residential zones only, so long as the vehicle is no
- 2           closer than 20 feet from the road, and does not stick out beyond the plane of the front of the house (side
- 3           yard is defined as beginning at the plane). Special requirement applies for corner lots – fencing.
- 4           - Prohibit parking on unpaved surfaces for non-residential properties (businesses, industrial, etc.)
- 5           - Specifically exempt tractors which are in use and parked in A-1 zones
- 6           - Allow back yard parking of operable vehicles, trailers, boats, RV's, etc. in residential zones without
- 7           requiring parking improvements.
- 8           - Restoration permits are limited to 2 per address, instead of per resident

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10           If passed, this will be a significant change in code enforcement. Ken Sessions has received multiple complaints

11           vehicles being parked in unimproved back yards, which are visible from neighboring properties.

12           As this is section is included in the Zoning Code, it must be referred to the Planning Commission for their input, and

13           I anticipate adding it to their July 5 meeting.

14

15           **2. Outdoor storage, construction waste, dumpsters**

16           It is proposed that in addition to “solid waste,” which is a term which invites argument by those having codes

17           enforced against them, that the code declare it a nuisance to accumulate household items, indoor appliances, indoor

18           furniture or equipment, construction waste, and demolition waste on property which is visible from the public street.

19           A common response to an allegation that a person is storing solid waste in their yard is that it is not waste, but is

20           valuable property. This removes that argument unless the equipment is designed for outdoor use. Thus, a refrigerator

21           would be a violation, while a natural gas grill would not. A set of patio furniture would be permissible, while an old

22           couch would not.

23           It is also recommended that allowing dumpsters or temporary storage containers on residential lots be limited to 30

24           days, unless the work being performed is pursuant to an active building permit.

25

26           **3. Additional restrictions for heavy and long vehicles**

1 It is recommended that two categories of heavy vehicles be created: one for vehicles over 50,000 pounds or longer  
2 than 24 feet, which can be parked in residential zones for no more than 2 hours (as per current code); and one for  
3 vehicles between 10,000 and 50,000 pounds, or between 20 and 24 feet in length, which can be parked in residential  
4 zones for no more than 24 hours (proposed code).

5

6 **4. Impoundment**

7 In case there was any doubt over whether the City could enforce its parking restrictions by impounding vehicles, this  
8 section will make it clear. It permits police or code enforcement officers to initiate tows, which will be handled in  
9 accordance with Utah law. The owner of the vehicle will be required to pay the costs of towing and storage. Those  
10 who do not pick up their vehicles within a certain amount of time will abandon the title to the tow company.

11

12 **5. Parking regulation evasion**

13 Every once in a while, a person who is contacted by code enforcement or police about a parking concern will start to  
14 “play games” and attempt to violate the spirit of the ordinance, while following the letter. This usually breaks down  
15 into fighting over technical definitions and arguments. It is hoped that this parking evasion ordinance will put a stop  
16 to this type of behavior. The most common example has been a person who moves the trailer or vehicle a short  
17 distance – moving it a few feet or parking it across the street. Another example is a person who hitches a trailer and  
18 drives it around the block, only to park it back in the same location.

19 These types of games demonstrate a misunderstanding of the purpose of our residential parking ordinances. These  
20 regulations do not exist in order to ensure that there is ample parking available for other visitors, as you would see in  
21 a downtown district. Rather, it is out of safety concerns and aesthetic considerations.

22 The proposed section would prohibit a person from moving an unlawfully parked vehicle or trailer to another public  
23 street within ½ mile of the original location of the unlawful vehicle. It would also prohibit taking a vehicle or trailer  
24 away for less than 8 hours, and then returning it to the same location (or one within ½ mile).

25 It is proposed that in addition to this standing in the way of asserting a defense, it also be punishable as an infraction  
26 if the person takes these actions with intent to evade. We would be required to prove that they knew of the  
27 regulations, and were attempting to skirt them by taking these actions.

1           It is likely that individuals will find new ways to evade the regulations (but store their vehicles/trailers on the public  
2           roads), so we may be touching up this ordinance again in the near future.

3           [7:49:05 PM](#)

4           Mr. Roberts reviewed the staff memo.

5           [7:50:44 PM](#)

6           The Council discussed the amendments that have been recommended by the working group and offered their  
7           feedback for amendments that would provide for smaller properties used for agricultural purposes to be compliant with the  
8           ordinance. High level discussion also centered on various types of parking activities that could be considered nuisances by  
9           adjacent property owners and Mr. Roberts addressed each issue and explained how the proposed ordinance would apply and  
10          be enforced throughout the City. Mr. Bovero added that the City's Code Enforcement Officer will not to use some discretion  
11          when determining what types of activities may be classified as a nuisance. Mr. Roberts then concluded his review of his staff  
12          memo and the proposed amendments to the public nuisance ordinance.

13          [8:08:03 PM](#)

14          Councilmember Gailey then stated that he has received many complaints about nuisances that exist on property at  
15          2700 South and 1000 West. He stated he has been told that the City has done as much as can be done according to the current  
16          nuisance ordinance, but there is still broken concrete and other items on the site. He stated there is also a piece of broken  
17          fence that could be very dangerous for kids riding their bikes in the area. Mr. Roberts and Mr. Mellor both indicated they will  
18          review the case file for the property and see what can be done to address the ongoing nuisances.

19

20          [8:10:35 PM](#)

21          **Discussion of Employee Recruitment and Retention**

22          **Policy and Fiscal year 2016-2017 Compensation Plan.**

23          [8:12:19 PM](#)

24          Mr. Bovero used the aid of a PowerPoint presentation to provide the Council with the current status of  
25          Administration's review and potential amendment of the Policy and Plan. The Recruitment and Retention Policy provides

1 direction to leadership of the City and outlines the responsibilities of all parties, includes the Compensation Plan, and  
2 provides performance standards. Any Compensation Plan should have the following four components:

- 3 1. Method to determine the pecuniary worth of a position.
- 4 2. Determine the level of competitive pay.
- 5 3. Define terms whereby employees qualify for wage adjustments.
- 6 4. Strategy to maintain competitiveness over time.

7 The Policy addresses the pecuniary worth of a position in the following section: “The City Manager will propose,  
8 and the City Council will have final approval of a list of cities that will constitute the benchmark for comparison of employee  
9 compensation. The benchmark cities will include those cities that Syracuse City reasonably competes with for employees.  
10 The benchmarks will be adjusted at least every 3 years.” Mr. Bovero reviewed an example list of primary and secondary  
11 benchmark groups that have been identified to evaluate the pecuniary worth of a position. He also reviewed example  
12 benchmark comparisons for the Fire Captain and Planner 1 positions in the City. He then read the following statement from  
13 the Compensation Plan regarding the level of competitive pay: “As indicated in the Recruitment and Retention Policy, the  
14 City desires to recruit and retain the best employees possible. The City has benchmarked comparable salary and wages  
15 within the labor market and in FY2015 the scales for the minimum, mid-point, and maximum were set within the 60<sup>th</sup> to 70<sup>th</sup>  
16 percentile of the benchmark cities. Wage scales will be compared with the benchmark cities at least every 3 years.” He used  
17 the same Fire Captain and Planner 1 benchmark comparisons to illustrate the difference between pecuniary worth of a  
18 position and level of competitive pay. Mr. Bovero reviewed the language from the Compensation Plan regarding terms for  
19 wage adjustments as follows: “Syracuse City has adopted a “pay for performance” ethic, and therefore does not use  
20 programmed step increases or cost of living increases based on time of service alone. The City will provide Merit and  
21 Career Development increases based on the employee’s performance of job duties, as well as for approved improvements in  
22 knowledge and skill , for the purpose of retaining excellent employees and incentivizing average employees to become  
23 better.” He then discussed the terms an employee must meet to be eligible for a merit increase. A performance score of 4.5 to  
24 5 is equal to consistently exceeding expectations; a score of 4 to 4.5 is exceeds expectations; a score between 3 and 4 is meets  
25 expectations; a score between 2 and 3 is needs improvement; and a score between 0 and 2 is seriously efficient and at risk of  
26 termination. The Compensation Plan reads: “The eligibility of any bonus or raise is contingent upon a “Meets Expectation”  
27 or better, with those scoring in the “Exceeds Expectations” and “Consistently Exceeds Expectations” categories receiving

1 greater amounts, respectively.” Mr. Bovero then discussed additional terms for wage adjustments, first starting with the  
2 career development program; relative to this program, the Compensation Plan reads as follows: “For each position, the City  
3 will pre-approve an outline of optional programs, trainings, certifications, or other similar knowledge or skill enhancement  
4 measures. Such optional programs shall be above and beyond the normal requirements of the position, and are meant to  
5 further develop the employee in a way that he/she can provide a better, more knowledgeable service to the City. Participation  
6 in such program will be at the option of the employee, with coordination from the department head.” Employees would have  
7 two opportunities to receive career development increases; the first opportunity comes if the employee’s current wage is  
8 below the midpoint of their wage scale. An employee meeting certain career development criteria could receive up to a 3.5  
9 percent wage increase. The second opportunity could come when an employee is paid a wage above the midpoint of their  
10 wage scale and the percentage increase would be the same. If an employee is already paid above the midpoint of their wage  
11 scale, they are only eligible for one career development increase. Additionally, positions that qualify for advancement are not  
12 eligible for the first opportunity. He used the Finance Director position as an example of how the career development  
13 program could be implemented; various preferred career development certificates or degrees have been identified and  
14 assigned a defined increase in the event the employee receives such certificates or degrees. He then discussed the difference  
15 between promotions and advancements as follows:

16 **Promotions:**

17 Promotions include an upward movement in position that significantly increases the employee’s  
18 responsibilities and/or supervisory duties. An employee who is promoted will receive an increase to the  
19 minimum wage of the entering wage scale, or a 7.5% increase, whichever is greater.

20 **Advancements:**

21 Advancement includes movement to a higher position due to improved skill, knowledge, or capability, but  
22 does not significantly increase the employee’s responsibilities and/or supervisory duties. An employee  
23 who advances to a higher position will receive an increase to the minimum wage of the entering pay scale,  
24 or a 3.5%, whichever is greater.

25 The Council asked questions and had brief discussions throughout Mr. Bovero’s presentation to gain clarification on  
26 issues like how a percentile is calculated, the opportunity for an individual employee to receive multiple pay increases for  
27 different reasons, i.e. career development, benchmarking, and compression, in the same year.

1 [8:34:45 PM](#)

2 Councilmember Maughan stated he does not believe the existing Policy and Plan are ‘on the wrong track’, but he  
3 feels there are some areas that should be addressed or corrected. He is very concerned, as he has been throughout the budget  
4 process, that City Administration was trying to address multiple wage increases for various reasons in the same budget year.  
5 That funding commitment could not be supported in the budget and that type of practice should not be allowed or considered  
6 in the future. He stated he has expressed other concerns that may not be shared among the Council, but he feels simple  
7 adjustments can be made to make the policy effective. One thing that he does not like about the policy is that it treats all  
8 Departments equally. He stated he does not think that is necessary because all Departments are not the same due to their  
9 staffing structure. That should be acknowledged and worked within. He likes the idea of performing semi-annual  
10 Departmental reviews to allow the Council to address certain Departments and like items within those Departments at the  
11 same time. It would be less cumbersome to consider needed adjustments in smaller, absorbable chunks and this will  
12 contribute to the health of the City. He stated this would lessen the burden on City Administration and the Council  
13 throughout the budget review process each year.

14 [8:39:15 PM](#)

15 Councilmember Anderson agreed that the Policy and Plan include several good things that do not need to be  
16 changed, but she would like more flexibility when considering when pay increases are needed. She also likes Councilmember  
17 Maughan’s suggestion to evaluate each Department individually rather than trying to apply the same policy to all employee  
18 groups. Councilmember Bolduc agreed. Councilmember Gailey added that there are many unique things about different  
19 Departments in the City and he agrees that they should be evaluated individually and more frequently in order for the Council  
20 to consider each Department on a case-by-case basis.

21 [8:46:01 PM](#)

22 The Council engaged in high level discussion regarding language to be included in the policy relative to  
23 benchmarking, employee and Department evaluation, and opportunities for pay increases. This led to a discussion regarding  
24 the opportunity for employees to receive a career advancement pay increase. Councilmember Lisonbee stated she does not  
25 believe employees should be eligible for a pay increase for a certification or training that the City has already paid for.  
26 Employees can apply for a greater position in the City for which the education applies and earn more money that way. She  
27 added tuition reimbursement should take place after an employee has received a certification or degree, but the

1 reimbursement should take place over a series of years to incentivize employees to stay with the City for a longer period of  
2 time. Mr. Bovero indicated that if the City does not compensate an employee for increased knowledge or a desired  
3 certification, another City may. He stated that career advancement pay increases are a standard benefit in both the public and  
4 private sector. Councilmember Maughan stated that the usefulness of a new degree or certification could be considered in the  
5 bi-annual review of a Department. Councilmember Lisonbee stated that the policy should include language regarding career  
6 advancement raises if the Council decides to offer that type of increase, otherwise employees will not seek additional  
7 education or certification. If an employee does not have a promise of a pay increase for additional education they will not  
8 strive to attain additional education. Councilmember Gailey agreed and stated that the Council could set aside a specified  
9 amount of money each year that could be dedicated to career advancement increases. He also stated that he agrees with  
10 Councilmember Lisonbee's suggestion that the reimbursement for tuition be spread out over a number of years to incentivize  
11 an employee to maintain their employment with the City.

12 [8:59:49 PM](#)

13 Councilmember Lisonbee then expressed her concerns regarding the benchmarking practices laid out in the policy.  
14 She feels the benchmarking system is flawed and if the City is going to proceed with benchmarking in the future there should  
15 be at least two other metrics considered; she used the social security cost of living adjustment as an example of an  
16 appropriate metric. She added she feels that benchmarking for a given Department every two years is too often.  
17 Councilmember Maughan agreed that additional metrics should be considered when benchmarking, but he would like to have  
18 additional discussion regarding appropriate metrics or market indicators. He added he would like the Council as a whole to  
19 determine the criteria that should be used to evaluate each Department.

20 [9:05:11 PM](#)

21 Councilmember Gailey stated that he likes Councilmember Maughan's idea to review Departments on a bi-annual  
22 basis and he likes Councilmember Lisonbee's idea to use different metrics to consider benchmarking for employment  
23 positions in the City. Councilmember Lisonbee stated she is concerned about bi-annual Department reviews as performing  
24 employee valuations more regularly would be burdensome for Department Heads.

25 [9:06:47 PM](#)

1 Discussion then centered on the way forward and the process the Council and Administration will follow to amend  
2 the existing Policy or develop a new one in its place. The Council determined to schedule a special meeting on July 15 at  
3 2:00 p.m. to continue discussion of the issue.

4

5 [9:12:08 PM](#)

6 **Council business**

7 The Council and Mayor provided brief reports regarding the activities they have participated in since the last City  
8 Council meeting.

9

10

11 The meeting adjourned at [9:18:27 PM](#) p.m.

12

13

14 \_\_\_\_\_  
15 Terry Palmer  
16 Mayor

\_\_\_\_\_

Cassie Z. Brown, CMC  
City Recorder

16

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

Minutes of the Syracuse City Council Regular Meeting, July 12, 2016

Minutes of the Regular meeting of the Syracuse City Council held on June 14, 2016 at 6:05 p.m., in the Council Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Andrea Anderson  
Corinne N. Bolduc  
Mike Gailey  
Karianne Lisonbee  
Dave Maughan

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  
Parks and Recreation Director Kresta Robinson  
Police Chief Garret Atkin

6:05:10 PM

1. Meeting Called to Order/Adopt Agenda

Mayor Palmer called the meeting to order at 6:05:23 PM p.m. as a regularly scheduled meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. Councilmember Gailey provided an invocation. Councilmember Maughan Palmer led the audience in the Pledge of Allegiance.

6:08:12 PM

COUNCILMEMBER BOLDUC MOVED TO ADOPT THE AGENDA. COUNCILMEMBER ANDERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

6:08:37 PM

COUNCILMEMBER GAILEY MOVED TO SET ASIDE THE AGENDA TO MOVE ITEM TWO TO A LATER TIME WHEN THE WENDY'S AWARD RECIPIENTS MAY BE IN ATTENDANCE. COUNCILMEMBER MAUGHAN SECONDED THE MOTION; ALL VOTED IN FAVOR.

6:09:24 PM

3. Approval of Minutes:

1           The following minutes were reviewed by the City Council: Special Meeting and Work Session of April 26, 2016;  
2 Special Meeting of June 13, 2016; Regular Meeting of June 14, 2016; Special RDA Meeting of June 14, 2016; Special MBA  
3 Meeting of June 14, 2016.

4 [6:09:31 PM](#)

5           COUNCILMEMBER MAUGHAN MADE A MOTION TO APPROVE THE MINUTES LISTED ON THE  
6 AGENDA AS AMENDED. COUNCILMEMBER ANDERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

7

8 [6:10:12 PM](#)

9 4. Public comments

10           Gary Pratt stated he is here to speak about the process the City uses to appoint Planning Commissioners; he served  
11 on the Planning Commission in the past as co-chair. He desired to be reappointed to the Planning Commission, yet he was  
12 not; the same was true for the Chairman of the Planning Commission at the time. The loss of himself and the Chair removed  
13 over 11 years of experience. Tonight the Council is being asked to consider reappointing someone to replace another member  
14 with tenure; this will result in the loss of an additional four years of experience unless the Council can do something tonight  
15 to stop the action listed on the agenda. He stated himself and the other two individuals have served on several other  
16 committees in the City and they are very familiar with the history of land use in the City and the desires of the community;  
17 accordingly, many of the changes that have been requested by residents and the three Commissioners have been encompassed  
18 on the current General Plan. He applauded the City Council for accepting and fine tuning the recommendations of the  
19 Planning Commission over the past several years. His point tonight is that the City has always fought hard to keep employees  
20 with Syracuse City, but that has not applied to the Planning Commission and instead the mentality has been to continue to  
21 appoint as many new people as possible, though that does not serve the City well as it eliminates any historical and  
22 institutional knowledge. The City Council relies on the Planning Commission more than any other committee or body in the  
23 City and he asked that the Council reappoint TJ Jensen to the Planning Commission rather than appointing the person  
24 selected by the Mayor.

25 [6:14:29 PM](#)

26           TJ Jensen stated that last week there were multiple occurrences in the Country related to violence and shootings  
27 involving Police Officers; two individuals were killed and according to social media footage, those killings seem unjustified

1 and resulted from excessive use of force on the part of the Police Officers. Additionally, there were two other instances where  
2 offenders opened fire on Police Officers killing several and injuring many others. One thing that he has noticed in Syracuse  
3 City over the years is that both the individuals that have held the position of Police Chief in most recent history have  
4 encouraged Police Officers to use a de-escalation policy to try to reduce the likelihood of these kinds of events happening in  
5 Syracuse. The Department has had some tough situations to deal with, but their actions have been commendable and they do  
6 a wonderful job. He commended Chief Atkin for instilling in his officers that they are to protect and serve while keeping the  
7 peace and there is no need to be confrontational.

8 [6:16:49 PM](#)

9 Garret Atkin thanked Mr. Jensen for his kind comments. He addressed the tragedy that occurred in Dallas, Texas  
10 recently and stated there is no way to watch things like this happen without being concerned and frightened for his younger  
11 officers. He stated in a press conference on the night of the shooting, the Dallas Police Chief said “We don’t feel a lot of  
12 support most days; let’s not let today be most days. Please, we need your support.” His comments were striking and it made  
13 him reflect on how unbelievably grateful and fortunate he and his officers are to serve in Syracuse City. He discuss the  
14 outpouring of support that his Department has received in recent months and he knows that the community is there for him  
15 and his officers. He thanked residents for their visits, kind words, and offering gratitude over the past few days; so many  
16 residents have brought their young children, which indicates to him that parents are doing things the right way and teaching  
17 their kids to have respect. For whatever he sees in the media, the future of Syracuse is in good hands.

18 Mayor Palmer stated he and the Council are truly grateful for the service the Police Department provides to the  
19 community.

20 [6:22:07 PM](#)

21 Roland Walker stated he is a longtime resident and he wants to address the pressure issues with secondary water. He  
22 has no pressure at his property and it is his understanding that the water tanks are emptied quickly in the night and they are  
23 not able to refill fast enough to provide adequate pressure. As an Australian, he treasurers water and secondary water is a  
24 luxury, but he also expects to be able to use that luxury. He lives on Dahl lane at the end of a cul-de-sac and he does not have  
25 enough pressure to get his pop up sprinklers to work. He stated this is not a dry year and it is cold compared to recent years  
26 when people were rationing and being more water wise. He asked what has happened this year that has resulted in water  
27 being shut off at 5:00 or 6:00 a.m. He does not want his sprinklers to operate during the overnight hours because he wants to

1 be able to see that they are working properly; many people wake up after watering overnight and see that their water did not  
2 come on or there was not enough pressure so they water again and that is not good for the system either. He stated he would  
3 like for the Council to discuss and address the issue.

4 Mayor Palmer indicated the issue of secondary water will be discussed later in the meeting.

5

6 [6:24:25 PM](#)

7 5. Proposed Resolution R16-37 appointing Gary Bingham to the Syracuse City

8 Planning Commission.

9 An administrative staff memo explained the term for Planning Commissioner TJ Jensen expired on June 30, 2016.

10 Mayor Palmer has indicated he would like to appoint Gary Bingham to fill the vacancy on the Commission.

11 [6:24:38 PM](#)

12 Mayor Palmer summarized the memo and indicated that he has interviewed six people interested in filling the  
13 vacancy on the Planning Commission; he conducted interviews and reviews of the applicants on an analytical basis  
14 considering the following criteria: commitment to the City, commitment to learn the laws and ordinances of the City,  
15 trustworthiness, promptness, attitude, knowledge of the City and the role of the Planning Commission, self-confidence or  
16 self-perception and how they might fit with the makeup of the Commission, and their ability to do the job. He stated that  
17 Gary Bingham received the highest score based on that criteria and he invited the Council to ask him any questions they may  
18 have. He briefly reviewed Mr. Bingham's professional background and indicated he feels he is very analytical. He has a  
19 financial background and he has been very forthright and hones in his past dealings.

20 [6:26:56 PM](#)

21 Councilmember Maughan stated that the Council does not have knowledge of the qualifications of the applicants  
22 that were interested in filling the vacancy. He asked Mr. Bingham to provide the Council with information about himself.

23 [6:27:28 PM](#)

24 Mr. Bingham stated he and his family live in Syracuse and his wife has worked at Sheldon Peck Orthodontics; she is  
25 now a stay-at-home mom. His family has gotten to know many members of the community and they love the area. He  
26 graduated from Weber State University, with a Bachelor's degree in Political Science and Business Administration. He also

1 received his Masters of Business Administration and has since been working in the financial services industry; he is currently  
2 a financial analyst and he works on large data sets, financial trends, statements, and provides budget advice.

3 [6:28:28 PM](#)

4 Councilmember Maughan asked Mr. Bingham how he can be an asset to the Planning Commission based on his  
5 background. Mr. Bingham stated when he interviewed with Mayor Palmer he was asked if he is able to conduct research and  
6 understand law. He stated that he is fully capable and able to do that and when working on his under-grad for his Political  
7 Science degree he conducted extensive research to write papers including much legal jargon regarding codes and regulations.  
8 One of his previous jobs was as a compliance officer where he had to read legal regulations from the federal government. He  
9 has a great ability to understand and translate legal jargon. He also has an analytical mind and he is able to look at complex  
10 data and point out bits of information that are necessary and crucial. With his background in political science and business, he  
11 has a solid foundation in government and business strategy and that would be very helpful as well. Councilmember Maughan  
12 asked Mr. Bingham if he has ever attended a Planning Commission meeting, to which he answered no; however, he indicated  
13 his father-in-law is a Planning Commissioner in West Point and has been for 12 years. He has not attended any of West  
14 Point's meetings, but he has talked regularly with his father in law about the items he has worked on.

15 [6:29:57 PM](#)

16 Councilmember Gailey asked Mr. Bingham how he feels compromise is used in a municipal government  
17 environment. The Planning Commission is responsible to advise the Council according to ordinances as they are written and  
18 he asked if there is room for compromise relative to that duty. Mr. Bingham stated that he does not believe the laws of the  
19 City can or should be compromised; integrity also should not be compromised. It is sometimes necessary to have a vigorous  
20 debate regarding the intent or meaning of a law before deciding upon the best solution that obeys and sustains the laws of the  
21 City. He indicated that is what he intends to do.

22 [6:31:05 PM](#)

23 Councilmember Anderson asked Mr. Bingham why he wants to be a member of the Planning Commission. Mr.  
24 Bingham stated that since he was younger and after serving an LDS mission he has had an interest in government; he feels  
25 this is a great place to start and he is in a position at this time to bring value and experience to the City. He can learn at the  
26 Planning Commission level before moving forward. Councilmember Bolduc inquired as to where Mr. Bingham desires to  
27 move forward to. Mr. Bingham stated he would like to learn as much as possible about laws, ordinances, and other code as a

1 Planning Commissioner; he has no other plans beyond that, but if the opportunity were to present itself to become a  
2 Councilmember, he would like to do that as well.

3 [6:32:07 PM](#)

4 Councilmember Anderson addressed Mayor Palmer and stated she appreciated the comments that were made about  
5 Commissioner Jensen and the value that he brings to the City due to his institutional knowledge. She asked if some of the  
6 qualities that Mr. Bingham possesses will balance his lack of historical knowledge of the City. Mayor Palmer stated that he  
7 has found that attitude and trustworthiness is a must and that Mr. Bingham can gain the knowledge needed to serve as a  
8 Planning Commissioner fairly quickly. He stated that Councilmember Anderson likely knows much more today than when  
9 she was first sworn into office six months ago; likewise, he had to learn things very quickly when he was elected as Mayor.  
10 He stated two of the criteria that he used to evaluate applicants were weighted higher than the other criteria and that was  
11 attitude and ability to do the job.

12 [6:33:57 PM](#)

13 Councilmember Lisonbee thanked Mr. Bingham for his willingness to answer the questions of the Council and she  
14 stated he is clearly an impressive individual. She appreciates his willingness to serve, but she also has some concerns. She  
15 stated as the veteran Councilmember she has seen other Councilmembers gain knowledge very quickly since their election,  
16 but much of that has come because they have had conversations with people like her who have institutional knowledge, with  
17 is so important. She stated Mr. Pratt is correct that the current Planning Commission is very young and there is a lack of  
18 institutional knowledge, though institutional knowledge is extremely important and cannot be overcome by attitude in her  
19 opinion. She stated she is very concerned that the Commission needs institutional knowledge.

20 [6:35:22 PM](#)

21 COUNCILMEMBER GAILEY MADE A MOTION TO ADOPT RESOLUTION R16-37 APPOINTING GARY  
22 BINGHAM TO THE SYRACUSE CITY PLANNING COMMISSION. COUNCILMEMBER ANDERSON SECONDED  
23 THE MOTION.

24 [6:35:57 PM](#)

25 Councilmember Lisonbee stated she would like to make a substitute motion; for a long time she has spoken against  
26 using alternate Planning Commissioners and that is for very good reasons. The City has had some unique situations recently

1 and absences on the body have been an issue. That has seemed to clear up lately and attendance has been better, however.  
2 She stated she would like to propose to appoint Mr. Bingham as an alternate member to allow him to gain institutional  
3 knowledge and fill in and sit on the dias with the Planning Commission while another member with greater institutional  
4 knowledge continues to serve.

5 [6:36:36 PM](#)

6 COUNCILMEMBER LISONBEE OFFERED A SUBSTITUTE MOTION TO APPOINT GARY BINGHAM AS A  
7 AN ALTERNATE PLANNING COMMISSIONER.

8 [6:36:54 PM](#)

9 Mayor Palmer wondered if the Council has the ability to consider such a motion since the item included on the  
10 agenda is an appointment of a Planning Commissioner, not an alternate member. Councilmember Lisonbee deferred to legal  
11 counsel. City Attorney Roberts stated the appointment before the City Council is for a Planning Commissioner and not an  
12 alternate; unless the Mayor wants to amend his nomination, the Council cannot change the office to which the Mayor is  
13 recommending appointment.

14 [6:37:30 PM](#)

15 Councilmember Bolduc stated that concerns have been raised about Mr. Jensen and she asked that Mr. Jensen be  
16 given the opportunity to address those concerns.

17 [6:37:45 PM](#)

18 Mr. Jensen stated that he has always understood that Commissioners serve at the pleasure of the Mayor with the  
19 advice and consent of the Council. The appointment is for the Mayor to recommend, but if the Council chooses not to support  
20 the appointment, he will continue to serve until a replacement is found and he is willing to do that. He stated the Mayor has  
21 his reasons for choosing Mr. Bingham and that is his prerogative.

22 [6:38:25 PM](#)

23 Councilmember Bolduc stated one concern that was brought forth to her is an accusation that Mr. Jensen approached  
24 developers about how they could repair a situation in order for an application of theirs to move forward. Mr. Jensen stated  
25 that he has never spoken to a developer; occasionally the Planning Commission members receive emails from developers as  
26 they are trying to seek clarification on a given ordinance and he usually directs those emails to staff, though sometimes he

1 expresses his opinion. He reiterated he has never spoken to a developer about what they need to do to make their application  
2 successful. He added that any time his property is involved or near another property for which an applicant is requesting  
3 some sort of development approval, he recuses himself from participating in discussions or actions on those issues, though he  
4 is not legally required to do so. He stated he has been interested in reducing the City's liability related to a perceived conflict  
5 of interest. He stated this displays his integrity. Councilmember Bolduc asked Mr. Jensen what he offers to the Commission  
6 other than his institutional knowledge. Mr. Jensen stated that every Commissioner brings a unique skill set to the  
7 Commission; the City is fortunate to have a great mix of Commissioners with different viewpoints. When considering an  
8 administrative application the Commission must rely upon ordinances in place, but when recommending legislative decisions  
9 each Commissioner's point of view and opinion comes into play because they are trying to make improvements based on  
10 their own experience. He stated one thing he brings to the Commission is that he was born in the City in 1965 and has lived  
11 here almost his entire life and that gives him an understanding of history and background information about many issues that  
12 have arisen in the City. He has attended numerous meetings in the City since 2004 and he has much knowledge about the  
13 basis for many decisions that have been made in the City.

14 [6:43:02 PM](#)

15 Councilmember Lisonbee stated that she appreciates Mr. Jensen's service; she has seen how hard he has worked to  
16 make the City a better place and he has been a great asset. She then stated that her substitute motion is not about telling  
17 Mayor Palmer who should be appointed to the Commission; however, she understands there was a good pool of applicants  
18 and several of them have a great background based on long-term history in the City.

19 [6:43:42 PM](#)

20 COUNCILMEMBER LISONBEE AMENDED HER SUBSTITUTE MOTION TO TABLE RESOLUTION R16-37  
21 APPOINTING GARY BINGHAM TO THE SYRACUSE CITY PLANNING COMMISSION.

22 Councilmember Lisonbee stated she would like to consider appointing someone with a great knowledge of the City  
23 and appoint Mr. Bingham as an alternate to allow him to gain institutional knowledge as well.

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

25 COUNCILMEMBER BOLDUC SECONDED THE MOTION. COUNCILMEMBERS BOLDUC AND  
26 LISONBEE VOTED IN FAVOR; COUNCILMEMBERS ANDERSON, GAILEY, AND MAUGHAN VOTED IN  
27 OPPOSITION. The motion failed.

1 [6:44:52 PM](#)

2 Mayor Palmer called for a vote on the original motion to adopt the resolution. COUNCILMEMBERS ANDERSON  
3 AND GAILEY VOTED IN FAVOR. COUNCILMEMBER BOLDUC VOTED IN OPPOSITION. COUNCILMEMBERS  
4 LISONBEE AND MAUGHAN ABSTAINED FROM VOTING.

5 [6:45:19 PM](#)

6 Councilmember Lisonbee stated she has no concerns about Mr. Bingham, but she has concerns about appointing  
7 someone with very little institutional knowledge to an already young Planning Commission. She reiterated she feels he would  
8 be a fabulous alternate member.

9 [6:46:06 PM](#)

10 Councilmember Anderson asked Councilmember Maughan why he abstained from voting or if there is a different  
11 course of action. Councilmember Maughan stated he has no explanation to offer at this time.

12 [6:46:31 PM](#)

13 City Attorney Paul stated that it takes three affirmative votes of the Council in order for any action to be approved;  
14 generally speaking, an abstention is a no vote and so in this case the resolution has not been approved. City Recorder added  
15 that based on the votes case, the resolution has failed. The Mayor can bring a subsequent resolution to the Council at a future  
16 date recommending another appointee, but in order for the proposed resolution to be reconsidered and for Mr. Bingham to be  
17 appointed as recommended, the Council would need to reconsider the action taken tonight either during this same meeting or  
18 when the minutes for this meeting are approved.

19 [6:47:42 PM](#)

20 Councilmember Anderson asked if the Council can reconsider the idea of tabling the resolution. Ms. Brown  
21 answered yes; the Council would need to vote to reconsider the resolution and then vote to table it. Otherwise the resolution  
22 is 'dead' and it would be inappropriate for the Mayor to bring it forward again at a future date.

23

24 [6:48:39 PM](#)

25 6. Public Hearing: Authorize Administration to dispose of surplus property.

1 A staff memo from the City Recorder explained several City Departments have indicated they have surplus property  
2 to dispose of. Please review the lists provided by the respective Department Heads of the Departments referenced below as  
3 well as the attached list from the Police Department.

4 **FIRE DEPARTMENT:**

5 The Fire Department would like to surplus for sale our 2002 Horton (Ford F350 Chassis) Ambulance, VIN  
6 1FDWF36F02EC51267. This ambulance has been held in reserve since the addition of our new 2015 Horton  
7 Ambulance went in service in August 2015 to replace the 2002. Currently we have two ambulances in regular  
8 service; a 2015 front-line and a 2007 as reserve. The 2002 ambulance does not get used enough as a reserve to  
9 justify keeping it in the fleet. We recommend putting it for sale as it has become a maintenance liability.

10 **PUBLIC WORKS DEPARTMENT**

11 2005 Dodge Ram 2500 hemi (Quantity 2)

12 1999 Chevrolet Silverado 2500

13 **POLICE DEPARTMENT**

14 Black Office Chair (5)

15 Maroon Office Chair (6)

16 Tall Black Office Chair (5)

17 Tall Maroon Office Chair (7)

18 Gray Office Chair (1)

19 [6:48:59 PM](#)

20 City Manager Bovero reviewed the staff memo.

21 [6:49:07 PM](#)

22 Councilmember Lisonbee stated that the Council was contacted by a resident who had questions about some of the  
23 items recommended for disposal and she asked that Chief Atkin address the Council and provide an explanation regarding  
24 how the Department acquired the items that are included on his list for disposal. The resident was concerned about asset  
25 forfeiture, but Chief Atkin has told her that the City does not have items that have been forfeited through the asset forfeiture  
26 process. Chief Atkin stated that is correct; the chairs recommended for disposal have been in the Department's possession for  
27 several years and long before he was appointed as Police Chief. They were not acquired through the asset forfeiture process.

1 [6:50:53 PM](#)

2 Mayor Palmer opened the public hearing.

3 [6:51:07 PM](#)

4 TJ Jensen offered his support for the proposed action.

5 [6:51:16 PM](#)

6 COUNCILMEMBER BOLDUC MOVED TO AUTHORIZE ADMINISTRATION TO DISPOSE OF SURPLUS  
7 PROPERTY. COUNCILMEMBER ANDERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

8

9 [6:51:45 PM](#)

10 7. Public Hearing: Proposed Ordinance 16-21 amending Section 10.40.030 of  
11 the Syracuse City Municipal Code pertaining to onsite parking.

12 A staff memo from the City Attorney explained that due to its presence in the zoning code, the proposed amendment  
13 of section 10.40.030 was brought to the Planning Commission on July 5 and received significant attention and discussion.  
14 Ultimately, the Planning Commission recommended approval of the amendment, with some changes from what was  
15 presented:

- 16 • A reference to subsection (4) was added to subsection (1), as it provides for parking in driveways, which can be  
17 located in side yards
- 18 • Undeveloped properties are included with non-residential properties as prohibiting parking, except in paved  
19 areas.
- 20 • “Paved areas” includes concrete, asphalt, and gravel of at least 2 inches in depth
- 21 • Side yard parking is only permitted if the area is paved
- 22 • It was clarified (at Council’s suggestion during our work meeting) that the provisions in subsection (6) mean  
23 that tractors may park in any yard area in the A-1 Zone (including the front yard). In all other zones, they will  
24 be treated as other vehicles, and would need to park in either the back yard, or on paved surfaces in the side or  
25 front yard.

1           The approval was given by a margin of 5-2. This item is now ready for Council review in a business session; a  
2 public hearing must be held.

3 [6:52:00 PM](#)

4           City Attorney Roberts reviewed his staff memo.

5 [6:53:46 PM](#)

6           COUNCILMEMBER LISONBEE MOVED TO ADOPT THE COUNCIL'S VERSION OF ORDINANCE 16-21  
7 WITH THE UPDATE AT THE COUNCIL'S SUGGESTION ACCEPTING ALL CHANGES THE PLANNING  
8 COMMISSION FORWARDED EXCEPT THE REFERENCE TO SUBSECTION 4 PROVIDING FOR PARKING IN  
9 SIDEYARDS IF THE SIDEYARD IS A DRIVEWAY.

10           City Attorney Roberts noted the City Council must hold a public hearing. Councilmember Lisonbee stated she may  
11 make the same motion following the public hearing.

12 [6:54:40 PM](#)

13           Councilmember Bolduc asked if it would be a problem for a resident to park a tractor on their property if they have a  
14 larger lot size that is not zoned A-1. Mr. Roberts stated that pieces of heavy equipment, such as tractors, should be kept in the side  
15 or rear yard of properties not located in agricultural zones.

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

17           Councilmember Lisonbee referenced the section of the ordinance dealing with the height of vegetation and what  
18 constitutes a nuisance; according to the ordinance and existing ordinance, the height of any grasses growing under a parked  
19 vehicle would need to be kept shorter than the height defined in the ordinance.

20 [6:56:08 PM](#)

21           Mayor Palmer opened the public hearing.

22 [6:56:25 PM](#)

23           TJ Jensen stated the recommendation offered by the Planning Commission is a move in the right direction as he feels the  
24 City has been too restrictive on this issue in the past. He has a philosophical objection to this ordinance based on his feelings  
25 regarding property rights. When someone agrees to incorporate their property into a City they agree to surrender to certain  
26 property maintenance standards for the benefit of the community and the City has an interest in addressing nuisances, but negative

1 occurrences resulting from the maintenance of a nuisance on a residents property will become a civil matter between property  
2 owners. He stated that he conducted an extensive amount of research into the nuisance ordinances used in other cities and there  
3 are many approaches the City could take to address problems associated with on-site parking. While he is generally in favor of the  
4 Planning Commission's recommendation, he does not believe it goes far enough to protect property rights.

5 [6:58:34 PM](#)

6 Troy Moultrie stated he is also a member of the Planning Commission and he feels the reason the body arrived at their  
7 recommendation is due to safety; if a vehicle is parked on the grass, especially during dry times of the year when other vegetation  
8 may accumulate around them, it would be possible for them to catch on fire. He added that parking a vehicle on the grass,  
9 especially in the front yard, can look very unsightly and create a nuisance for neighboring property owners.

10 [6:59:09 PM](#)

11 There were no additional persons appearing to be heard and the public hearing was closed.

12 [6:59:22 PM](#)

13 COUNCILMEMBER LISONBEE MOVED TO ADOPT THE COUNCIL'S VERSION OF ORDINANCE 16-21  
14 WITH THE UPDATE AT THE COUNCIL'S SUGGESTION ACCEPTING ALL CHANGES THE PLANNING  
15 COMMISSION FORWARDED EXCEPT THE REFERENCE TO SUBSECTION 4 PROVIDING FOR PARKING IN  
16 SIDEYARDS IF THE SIDEYARD IS A DRIVEWAY AND ADDING THE FOLLOWING CLARIFICATION:

- 17 • THAT THE PROVISIONS IN SUBSECTION (6) MEAN THAT TRACTORS MAY PARK IN ANY YARD  
18 AREA IN THE A-1 ZONE (INCLUDING THE FRONT YARD). IN ALL OTHER ZONES, THEY WILL BE  
19 TREATED AS OTHER VEHICLES, AND WOULD NEED TO PARK IN EITHER THE BACK YARD, OR  
20 ON PAVED SURFACES IN THE SIDE OR FRONT YARD.

21 [7:00:09 PM](#)

22 Councilmember Maughan stated he would like to see a written version of the ordinance incorporating the changes  
23 recommended by Councilmember Lisonbee before taking action to adopt it. Councilmember Lisonbee agreed; she is surprised and  
24 disappointed that the language discussed by the Council was not included in the packet. She stated the Council can table the  
25 ordinance until the next meeting to give the Council the opportunity to review all documentation before taking action.

26 [7:01:48 PM](#)

1 COUNCILMEMBER ANDERSON MOVED TO TABLE ORDINANCE 16-21 AMENDING SECTION 10.40.030  
2 OF THE SYRACUSE CITY MUNICIPAL CODE PERTAINING TO ONSITE PARKING. COUNCILMEBER BOLDUC  
3 SECONDED THE MOTION.

4 [7:02:09 PM](#)

5 Councilmember Lisonbee stated the changes being recommended are in response to feedback from a large number  
6 of citizens who were attempting to use their property appropriately and not causing harm or damage to any other resident, yet  
7 they were being harassed by the City's laws; it is unfortunate when something like that happens and there is no reason  
8 someone should not be allowed to park on mowed grass on their side yard behind the front line of their home.

9 [7:03:07 PM](#)

10 Councilmember Maughan stated that he can understand where a problem could arise by on-site parking when  
11 vegetation or the property in general is unkempt, but those who maintain their properties should be allowed to take advantage  
12 of the ability to park their vehicles on their property. He is disappointed the Planning Commission did not take the advice of  
13 the City Council and went in their own direction. Councilmember Lisonbee agreed and stated the City already has an  
14 ordinance in place that requires property owners to maintain vegetation on their property.

15 [7:03:38 PM](#)

16 Councilmember Anderson sated that one reason it was necessary to consider amendments to the ordinance is that it  
17 was causing an undue economic burden on residents who were being forced to pour a driveway or lay gravel in their side  
18 yard in order to park there.

19 [7:03:45 PM](#)

20 Mr. Roberts and Councilmember Lisonbee had a brief discussion regarding her direction relative to amendments to  
21 the draft ordinance.

22 [7:06:29 PM](#)

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

25

26 [7:06:40 PM](#)

1 8. Public Hearing: Proposed Ordinance 16-22 amending various provisions of  
2 the Syracuse City Municipal Code pertaining to public nuisances and parking  
3 within the public right-of-way.

4 A staff memo from the City Attorney explained that in light of Council discussion during the June 26, 2016 work  
5 meeting, some changes have been made to the draft version of the proposed ordinance. It is important to note that, due to its  
6 land use implications, the changes related to subsection 10.40.030 have been separated and will be heard apart from these  
7 changes. The changes include the following:

- 8 - Added subsection (10) to section 6.15.010(B), providing that construction sites which have been abandoned  
9 for more than three months are deemed nuisances, if there are conditions present that are dangerous or an  
10 attractive nuisance, such as holes, sharp metal objects, exposed rebar, etc. The property owner, not the  
11 developer, will be ultimately responsible for the cleanup of the site.
- 12 - New Subsection (D) in section 11.20.040 – This provides that even if you park your RV in the road for a  
13 short time, it cannot be a place of habitation. It also prohibits using a trailer’s bump-out feature, if it is  
14 parked in the right-of-way
- 15 - New Subsection (E) in section 11.20.040 – Prohibits the storage of trailers used in the course of business in  
16 residential zones, during nighttime hours. This would override the usual 24 hours prohibition in cases of  
17 trailers that are used in business. Evidence of their use in business would need to be gathered in order to  
18 enforce these provisions, such as registration to a business entity, statements by the owner or neighbors,  
19 signs or advertising posted on the trailer, or other circumstantial evidence.

20 [7:06:51 PM](#)

21 City Attorney Roberts reviewed his staff memo.

22 [7:08:51 PM](#)

23 Mayor Palmer addressed construction trailers and vehicles and asked what would happen if the trailers are left in a  
24 location after work has been completed. Mr. Roberts stated that activity is a violation of the ordinance; if a trailer is left on a site  
25 for which a permit has expired or when a project has been expanded, that activity is deemed illegal or a nuisance.

26 [7:09:22 PM](#)

1 Councilmember Lisonbee stated that she has heard concerns about dark trailers parked in the road with no reflective  
2 markings. She asked if this ordinance would address that issue. Councilmember Bolduc stated that the instance was actually a  
3 dumpster that was located in a driving lane. Mr. Roberts stated there is no provision that addresses the use of reflective markings  
4 on vehicles or dumpsters jutting into the road. Mr. Bovero added that such activity is addressed in the City's permitting  
5 regulations. In the situation referenced, City staff contacted the property owner to ask that the dumpster be moved to a safe place.

6 [7:11:32 PM](#)

7 Mayor Palmer opened the public hearing.

8 [7:11:48 PM](#)

9 TJ Jensen addressed the situation raised by Councilmember Bolduc regarding the placement of a dumpster in a travel  
10 lane and he feels there should be a restriction in the ordinance prohibiting placement of dumpsters in the right-of-way. He also  
11 suggested that language in the ordinance regarding additional parking restrictions should be based on vehicle weight as weights of  
12 business vehicles can vary widely.

13 [7:13:54 PM](#)

14 Kevin Homer stated he appreciates the Council's efforts to modify ordinances in order to protect property rights of  
15 residents. He does have concerns about the definition of public nuisances, but that can be addressed at a different time. He stated  
16 he supports the ordinances that have been drafted to address parking issues, but he senses that exceptions are being carved out for  
17 commercial or construction vehicles. He suggested that an exception also be carved out for camping trailers or boats to be parked  
18 on the street while residents are loading them. It can sometimes be difficult to complete all loading or unloading of a travel trailer  
19 in 24 hours and the same could be true for boats and it may be worthy to give property owners some leeway for parking of  
20 recreational vehicles.

21 [7:15:08 PM](#)

22 Ralph Vaughan stated that he feels the ordinance should be even more strict than is being recommended. He would  
23 suggest that the ordinance prohibit any unattached trailer from being parked on the street in the evening or overnight hours as such  
24 an activity creates a major safety hazard. He noted construction trailers are usually heavier and must be licensed, but some smaller  
25 trailers do not need to be licensed and, therefore they are nearly impossible to see on a residential street because they are almost  
26 always black and have no reflective materials on them. Additionally, they are a target for theft. In a residential area there is

1 absolutely no reason for an unattached trailer to be parked on the street overnight. Given the previous ordinance considered by the  
2 Council that will offer leniency for those wishing to park vehicles on their side or year yard, those with trailers should be able to  
3 comply and if they cannot comply they deserve to have their vehicles cited and towed away.

4 [7:17:10 PM](#)

5 TJ Jensen re-approached and stated that he proposes changing the vehicle weight cited in the ordinance from 50,000  
6 pounds to 26,000 pounds.

7 [7:17:20 PM](#)

8 There were no additional persons appearing to be heard and the public hearing was closed.

9 [7:17:46 PM](#)

10 The Council engaged in brief discussion with staff regarding the licensure of trailers and requirements to use reflective  
11 materials on dark trailers. Chief Atkin stated that many concerning activities that have been discussed tonight would be addressed  
12 by the City's nuisance ordinance, while other issues that create a clear hazard can be addressed by the Police Department. The  
13 Council also discussed Mr. Homer's recommendation that recreational vehicles and trailers be allowed to stay on the street for  
14 longer than 24 hours; they ultimately concluded to leave the provision as recommended in the ordinance as any enforcement of  
15 illegal on-street parking is typically complaint driven and is not actively enforced by the City.

16 [7:23:40 PM](#)

17 COUNCILMEMBER GAILEY MOVED TO ADOPT ORDINANCE 16-22 AMENDING VARIOUS  
18 PROVISIONS OF THE SYRACUSE CITY MUNICIPAL CODE PERTAINING TO PUBLIC NUISANCES AND  
19 PARKING WITHIN THE PUBLIC RIGHT-OF-WAY, WITH THE AMENDMENT TO EXTEND AN EXCEPTION TO  
20 CONSTRUCTION TRAILERS ASSOCIATED WITH AN ACTIVE BUILDING PERMIT. COUNCILMEMBER  
21 MAUGHAN SECONDED THE MOTION; ALL VOTED IN FAVOR.

22 [7:24:26 PM](#)

23 Mr. Roberts indicated he will add a Subsection F to the ordinance to read: "this section does not prohibit parking of  
24 construction trailers associated with an active building permit".

25 [7:25:32 PM](#)

1 Councilmember Gailey thanked Mr. Roberts for his effort to include language that will address dangerous  
2 conditions on properties where a construction project has been abandoned. He stated this will address a property in his  
3 neighborhood that has been concerning to residents for some time.

4  
5 [7:26:20 PM](#)

6 9. Subdivision Amendment, San Melia Subdivision, located at 1025 S. 2200 W.

7 A staff memo from the Community and Economic Development (CED) Department provided the following  
8 information about the application:

9 Location: 1025 S. 2200 W.  
10 Current Zoning: R-2  
11 General Plan: R-2  
12 Total Subdivision Area: 1.408 acres

13 The applicant has requested approval of a 2 lot amendment to a subdivision known as San Melia in the R-2 Zone.

14 The dimensions of these lots are as follows:

Lot	Zone	Lot Size (R-2 10,000 Sq. Ft. Min.)	Lot Width (R-2 85 Ft. Min.)	Existing Structures to Remain
19	R-2	24,781	140	Home
20	R-2	15,311	97.20	None

15 As is shown, all proposed lots meet the minimum lot dimension requirements in the R-2 Zone. The main intent of  
16 the amendment is to rectify an issue with the previously recorded plat and move the western property line of lot 19 to the  
17 west approximately 20 feet. The discrepancy is result of surveying errors made when the lot was developed. Utah State Code  
18 10-9a-523 has come to the attention of staff. This Code states that “A parcel boundary adjustment is not subject to the review  
19 of the land use authority.” As such, staff will be sure to direct all future requests for parcel boundary adjustments to comply  
20 with the State Code.

21 [7:26:27 PM](#)

22 CED Director Mellor reviewed the staff memo.

23 [7:28:54 PM](#)

1           The Mayor and Council engaged in high level discussion about the history of the subject property and the need for the lot  
2 amendment, which arose because of the incorrect placement of a driveway resulting from a surveying mistake.

3 [7:30:28 PM](#)

4           COUNCILMEMBER LISONBEE MOVED TO GRANT THE SUBDIVISION AMENDMENT FOR THE SAN  
5 MELIA SUBDIVISION, LOCATED AT 1025 S. 2200 W., SUBJECT TO INCLUDING LANGUAGE ON THE  
6 SUBDIVISION PLAT TO INFORM ANY FUTURE PURCHASER OF THE SUBJECT PROPERTY THAT THEY MUST  
7 COMPLY WITH HOME OWNERS ASSOCIATION (HOA) CONDITIONS, COVENANTS, AND RESTRICTIONS  
8 (CCRS).

9 [7:31:24 PM](#)

10           Councilmember Maughan stated he is concerned about enacting a condition that would be problematic for future  
11 property owners or would put the property in a position where it cannot obtain conforming status or be developed legally. Mr.  
12 Mellor stated he does not believe that would happen and he believes the HOA will be willing to modify their CCRs to allow  
13 construction on the property.

14 [7:32:24 PM](#)

15           Councilmember Anderson inquired as to the options available to the property owner if the Council were to reject the  
16 lot amendment. She asked if the property owner would be forced to purchase the lot next to theirs in order to keep the  
17 driveway where it is, or tear their driveway up. Mr. Mellor answered yes. He added that Ivory Homes has indicated they feel  
18 they will be able to build on the subject property.

19 [7:33:25 PM](#)

20           Mr. Roberts stated this is an administrative decision and if the Council is considering denying the application they  
21 should identify the sections of the Code that the application does not comply with.

22 [7:33:21 PM](#)

23           COUNCILMEBER GAILEY SECONDED COUNCILMEMBER LISONBEE'S MOTION; ALL VOTED IN  
24 FAVOR.

25

26 [7:33:51 PM](#)

1 COUNCILMEMBER LISONBEE MOVED TO AMEND THE AGENDA TO MOVE ITEM 13 AHEAD OF ITEM  
2 10 ON THE AGENDA. COUNCILMEMBER ANDERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

3

4 [7:34:48 PM](#)

5 13. Discussion of the adequacy of the secondary water system and a plan for  
6 education and enforcement of a watering schedule during weather events and  
7 other stress events on the system.

8 Councilmembers Lisonbee and Anderson asked that this item be added to the agenda to give the Council the  
9 opportunity to discuss concerns expressed regarding the current operation of the City's secondary water system. The Council  
10 engaged in high level discussion with staff regarding opportunities for addressing concerns related to the lack of water  
11 pressure in various areas of the City. There was a heavy focus on enacting a watering schedule in the City to prevent  
12 residents from watering their lawns daily. Councilmember Maughan also suggested that the City's water system not be  
13 pressured as early in the year and shut off earlier in the fall when the weather is cool enough or there is enough natural water  
14 through rainstorms to water landscaping. The Council indicated they are willing to explore that idea. City Manager Bovero  
15 clarified that the situation the City is currently dealing with does not relate to the time of year that the City's system is  
16 pressurized; rather, the problem is due to the reservoirs being drained during each 24 hour cycle before they can be refilled.  
17 An option for solving the problem is to develop a reserve reservoir to meet demand during peak hours. Councilmember  
18 Lisonbee agreed and stated that people are overwatering; when they water every day or water during the middle of the day  
19 when evaporation occurs, that impacts other users that are located in other areas of the City. She feels the Council needs to  
20 address that issue through a watering schedule. The Council engaged in high level philosophical discussion regarding  
21 restricting water use to ensure equal treatment and fairness for all users. Councilmember Lisonbee stated that it has been her  
22 proposal in the past to create a system where people water fairly; a watering schedule could be created and implemented upon  
23 a defined trigger and at that point City employees will drive throughout the City and find properties violating the watering  
24 schedule. The first violation would result in a warning, the second violation would result in a fine, and the third violation  
25 would result in that properties water being shut off for the remainder of the season. She stated other cities use a similar  
26 program. She noted she would like to begin with education of residents, but she supports a program enacting watering  
27 restrictions based on defined triggers. Mayor Palmer stated he is concerned about triggers that have been discussed in the past

1 and while he likes the idea of issuing warning or fines for violations, he feels it is too harsh to shut off water for the  
2 remainder of a season for the third violation.

3 [7:54:05 PM](#)

4 Councilmember Maughan indicated the Council needs to develop a program that is less taxing on the system, but is  
5 implemented each year and is learned by the citizens as a standardized policy. Councilmembers agreed, but Councilmember  
6 Lisonbee stated the issue with enacting a standardized policy is enforcement; if the policy is always in effect rather than  
7 being implemented by a trigger, it will be costly to enforce it all year, every year. Councilmember Gailey stated he would like  
8 for the Council to take an extended period of time in the off-season to consider development of a policy so that education can  
9 start in March or April of next year. He suggested that the community get involved in the development of the policy as well.  
10 Councilmember Maughan stated he will support that course of action, but there is still a problem this year that needs to be  
11 dealt with. Public Works Director Whiteley stated that he can investigate acquiring more water or renting available water  
12 shares for the remainder of the season. Mayor Palmer stated that he would like to start by enacting a watering schedule  
13 encouraging residents to only water two or three times per week before purchasing or renting additional water.  
14 Councilmember Gailey agreed and suggested that volunteers in the Community Emergency Response Team (CERT) be used  
15 to deliver information about the watering schedule to each household in the City. Discussion regarding technical information  
16 about operation of the system continued, after which the Council concluded to proceed with advertisement of a watering  
17 schedule on the City's website, social media outlets, in the newsletter, and through volunteer efforts. Mr. Bovero indicated he  
18 will work with Mr. Whitely and his staff to develop a notice that could be provided to the Council before it is delivered to  
19 residents.

20

21 [8:07:06 PM](#)

22 2. Presentation of the Syracuse City and Wendy's "Award for Excellence"  
23 to Jared Hunter and Laine Hamblin for the month of June, 2016.

24 The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community  
25 service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic  
26 Development, in conjunction with Jeff Gibson, present the recipients for the "Syracuse City & Wendy's Award for  
27 Excellence". This monthly award recognizes the outstanding performance of a male and female who excel in athletics,

1 academics, arts, and/or community service. The monthly award recipients will each receive a certificate and be recognized at  
2 a City Council meeting; have their photograph placed at City Hall and the Community Center; be written about in the City  
3 Newsletter, City's Facebook and Twitter Feed, and City's website; be featured on the Wendy's product television; and  
4 receive a \$10 gift certificate to Wendy's.

5 Mayor Palmer noted both teens receiving the award for July 2016 were nominated by the staff of the City's Parks  
6 and Recreation Department.

7 Jared Hunter:

8 Jared is an exceptional athlete and leader. Throughout the season we have noticed that not only is Jared an  
9 amazing athlete, even more important he is a great teammate and is always cheering on his teammates and  
10 picking them up when they make a mistake. Jared led his team to an undefeated season and the  
11 championship game where he went 2 for 2 and had 6 strikeouts, where they won a close game 7-6.

12  
13 Lainee Hamblin:

14 .....Lainee is a great softball player and teammate. Lainee has shown this season great leadership and  
15 sportsmanship, Lainee is always heard cheering on her team and starting the chants to get her team excited  
16 to play. Lainee helped lead her team to an undefeated season and pitched in the championship game which  
17 they won. Lainee is a great example of hard work and a great teammate.

18 Mayor Palmer indicated that Mr. Hunter was unable to attend tonight's meeting and he will be given his award  
19 during the next regularly scheduled meeting.

20  
21 [8:10:29 PM](#)

22 10. Proposed Ordinance 16-23 amending Section 10.30.050(c) of the Syracuse  
23 City Code related to yard encroachments.

24 A staff memo from the Community and Economic Development (CED) Department explained recent review of  
25 home plans has raised concern about restrictions in our ordinance relating to cantilevered floors, roofs, and other yard  
26 encroachments. The first section of Code that has presented issues is:

1           10.30.050.C.1 Chimneys, bay windows, sills, lintels, cantilevers, or other ornamental features may project  
2           not more than 24 inches into required front, rear, and side yard spaces, provided they are not more than  
3           eight feet in width. This title prohibits side yard encroachments within cluster subdivisions with side yard  
4           setbacks less than seven feet, and in no instance shall the side yard distance between two structures be less  
5           than 10 feet.

6           This has been an issue for developers as many times cantilevered floors are wider than 8 feet. It's likely that this  
7           code was only meant to apply to bay windows and other similar features and as such, would be sufficient, however it  
8           continues to be an issue as homes built to setback lines become more and more common. The next section of code that has  
9           caused concern is:

10           10.30.050.2 Unsupported cornices, eaves, gutters, and terraces may project 10 feet into any required front,  
11           rear, or side yard. Uncovered porches and decks may project 10 feet into any required front or rear yard.

12           The final section of Code is:

13           10.30.050.C.3 Attached covered decks and patios may encroach into rear yards provided the total covered  
14           patio width does not exceed 33 percent of the total length of the principal structure to which it will attach  
15           and it does not extend closer than 20 feet to the required rear yard line.

16           Since the rear setback in the R-3 Zone is 20 feet, this code does not allow covered deck/patio encroachments into the  
17           rear setback of the zone. This may have been intentional and is not a significant concern to staff, but has been of concern to  
18           developers trying to include covered decks/patios in the R-3 Zone. Developers have expressed that the cantilever Codes are  
19           too restrictive and should be loosened.

20           It is also possible that the concerns expressed by developers are a symptom of homes being built to setback lines in many  
21           cases. This issue arises from home builders acquiring a few home floor plans and attempting to apply them to lots of various  
22           sizes and shapes rather than designing a home to fit a specific property. However, as this is generally a more affordable  
23           option, it is likely that this type of ones-size-fits-all home development will continue to be proposed. The Code sections in  
24           question have been discussed in detail with the Planning Commission during two work sessions held on June 7, 2016 and  
25           June 21, 2016. As result of these sessions, staff has been directed to address minimum side yard distances, covered decks and  
26           patios, and building cantilever widths. The proposed code is included as an attachment to this report. The proposed ordinance  
27           was recommended for approval by the Planning Commission on July 5, 2016.

1 [8:10:58 PM](#)

2 Community and Economic Development (CED) Director Mellor reviewed the staff memo.

3 [8:12:01 PM](#)

4 Council discussion of the Planning Commission's proposal ensued, with a focus on areas throughout the City in  
5 which the amendments could benefit a development or individual property owner. Mr. Mellor stated that cantilevering is an  
6 esthetic preference of some developers and the activity being requested should not create a negative impact between adjacent  
7 properties. Councilmember Lisonbee stated that allowing one property owner to cantilever their structure into the setback  
8 may restrict an adjacent property owner from doing the same thing. Mr. Mellor stated that cantilevering could be allowed on  
9 two adjacent properties under the current as long as the setback is maintained. Councilmember Lisonbee stated that is not  
10 how the ordinance reads. Mr. Mellor indicated that additional review and discussion of the proposed ordinance may be  
11 needed in a work session meeting. Councilmember Lisonbee agreed as she is not in favor of an amendment that would  
12 restrict one property owners actions based upon the actions of their neighbor. Mr. Bovero stated it is his understanding that a  
13 minimum setback would be in force even if two homes were both allowed to encroach into the setbacks. Mr. Roberts agreed  
14 and stated that under the recommended language there would still be a minimum of 10 feet between structures if two  
15 neighboring homes were allowed to encroach into the setback. Council discussion of the language continued and the body  
16 concluded they would like to have additional discussion in a work session meeting in order to gain clarity on the implications  
17 of the proposed amendment.

18 [8:22:21 PM](#)

19 COUNCILMEMBER MAUGHAN MOVED TO TABLE ORDINANCE 16-23 AMENDING SECTION  
20 10.30.050(C) OF THE SYRACUSE CITY CODE RELATED TO YARD ENCROACHMENTS. COUNCILMEBER  
21 GAILEY SECONDED THE MOTION.

22

23 [8:22:44 PM](#)

24 11. Proposed Resolution R16-36 adopting the Fiscal Year 2016-2017 wage  
25 scale.

1 A staff memo from the Finance Director explained Please see the proposed changes to the fiscal year 2016 – 2017  
2 wages scale. All recommended changes to the wage scale are highlighted in red. The City Council has expressed a desire to  
3 increase the wage scales for the police department. These positions include:

- 4 ○ Police Officer I – raise wage scale by \$1.50/hour
- 5 ○ Police Officer II – raise wage scale by \$1.75/hour
- 6 ○ Police Officer III – raise wage scale by \$2.00/hour
- 7 ○ Police Sergeant – raise wage scale by \$2.00/hour
- 8 ○ Police Lieutenant – raise wage scale by \$1.50/hour
- 9 ○ Police Chief – raise wage scale by \$1,000.00 annual salary.

10 The recommendations above were determined by gathering information from surrounding cities. This  
11 recommendation is being made to make the City competitive with other cities.

12 [8:23:01 PM](#)

13 Finance Director Marshall reviewed his staff memo.

14 [8:24:29 PM](#)

15 Mr. Bovero stated there are two officers in the Police Officer position who would receive pay increases to the minimum  
16 pay proposed in the wage scale; the total annual budgetary impact of that action is approximately \$550. The hypothetical  
17 budgetary impact that could occur due to the fact that City Administration can hire an employee up to the midpoint of their wage  
18 scale is more dramatic, but this scenario is very unlikely.

19 [8:25:46 PM](#)

20 Councilmember Lisonbee stated that she did not see any data in the packet that supported increasing the midpoint and  
21 maximum pay for the wage scales; she wants to adjust the wage scale, but she does not see anything that supports adjusting the  
22 midpoint and maximum pay by \$1.50. Mr. Bovero stated that the Council can adjust the minimum pay by \$1.50 at this point and  
23 delay action on adjusting the midpoint and maximum pay.

24 [8:28:02 PM](#)

1 Councilmember Maughan stated he wishes that the Council could have taken the time to address this issue through a  
2 more comprehensive policy, but at this point in time, the Council is committed and he does not support delaying action on  
3 increasing the midpoint and maximum pay in the scales for the Police Department.

4 [8:28:23 PM](#)

5 COUNCILMEMBER MAUGHAN MOVED TO ADOPT RESOLUTION R16-36 ADOPTING THE FISCAL  
6 YEAR 2016-2017 WAGE SCALE. COUNCILMEMBER GAILEY SECONDED THE MOTION.

7 [8:29:00 PM](#)

8 Councilmember Lisonbee stated she could support that motion if it were supported by good data; the Council  
9 received data to support an increase to the minimum pay and that is why she was supportive of making changes and offering  
10 increases that have been given. She stated she would support the motion if there were an understanding that the wage scales  
11 could be adjusted further if needed based on the data to be gathered to support final decisions to be made in August.

12 [8:29:47 PM](#)

13 Mr. Marshall added that the majority of the City's wage ranges have 35 to 40 percent between the minimum and  
14 maximum pay; the proposal would result in the Police Officer 1 range in having a difference of 40 percent between the  
15 minimum and maximum, but if the maximum pay is not increased, the difference between minimum and maximum would be  
16 just 32 percent.

17 [8:30:14 PM](#)

18 Councilmember Maughan stated the Council always has the ability to revisit decisions made and he stands by his  
19 motion to adopt the wage scales as presented based on commitments that have been made to the Police Department.  
20 Councilmember Lisonbee argued that the Council has not made a commitment to the Police Department to adjust the  
21 maximum pay in the wage scale. Councilmember Maughan stated it is his opinion that commitment was made.

22 [8:31:26 PM](#)

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

25

26 [8:31:58 PM](#)

1 12. Proposed Resolution R16-35 awarding a contract for the review of unbilled or  
2 misbilled culinary water services.

3 A staff memo from the City Manager explained the City Council has discussed this contract in two previous work  
4 sessions, with July 28, 2016 being the most recent. Pursuant to the City's advertised RFP process, ISI Water Company is  
5 proposed to receive the contract award. In summary the RFP outlines the following scope of work:

- 6 • The selected contractor reviews the City's utility billing accounts and, usually with the assistance of  
7 software-based analytics, identifies possible problems in the City's water system. Typically, the software  
8 identifies anomalies in the billing accounts that flag a potential problem, whether it is a leak in a valve, a  
9 faulty meter, or other similar problem.
- 10 • Based on the analysis, the specific locations in the field are investigated to see if there is, in fact, a problem.
- 11 • Based on the findings, the problems are addressed by the City, and the difference between the recaptured  
12 revenue from the fix and the historical revenue is measured.
- 13 • The selected contractor is paid only from the recaptured revenue, typically a percentage of the recaptured  
14 revenue for a specified number of years. The RFP is set up so that the City has no up-front cost or risk.

15 This service is designed to improve the operational efficiency of the City's water system, and discover hard to find  
16 problems in the system in order to ensure the system is operating appropriately.

17 During previous Council discussions of the proposed contract, there was a focus on the following:

- 18 • Confidentiality Assurance: Contract language has been added to protect sensitive information of the City's  
19 utility customers.
- 20 • Require Notice of Overbilling: Contract language has been added to notify the City of any anomalies that  
21 indicate a situation where a customer might be overbilled.
- 22 • Fee: The original proposal from the contractor included a 60% fee on all new revenue obtained from the  
23 study for 36 months. Contract language has been amended to a contractor fee of 50% over 43 months.

24 [8:32:07 PM](#)

25 Mr. Bovero reviewed his staff memo and noted changes were made to the agreement based on feedback provided by  
26 the Council during the June 28 work session.

27 [8:32:57 PM](#)

1 Councilmember Lisonbee expressed her concerns about entering into the agreement; she feels the City can use  
2 existing staff to perform the services that are being offered by Water Company of America and any savings realized would be  
3 retained solely by the City rather than divided between the City and the firm. Councilmember Maughan stated that it was  
4 made very clear to him that the City does not have the ability to perform the services that are being offered by the firm as  
5 most of the work conducted is done by proprietary software that only the firm has access to. However, he is concerned about  
6 entering into the agreement for other reasons; he has an uneasy feeling about the agreement and the work to be completed by  
7 the firm could upset residents. Councilmember Lisonbee stated that she understands the firm would use proprietary software  
8 to perform the services offered in the agreement, but she feels City can review utility billing accounts to look for data that  
9 may be skewed in some manner. Councilmember Gailey stated he would rather have staff focusing on other needs of the  
10 City. He emphasized that if the firm does not find any billing issues, the City will pay nothing for their services; any costs  
11 paid to the firm would be a result of any revenues or cost savings identified by that firm.

12 [8:35:57 PM](#)

13 Councilmember Anderson asked for Mr. Whiteley's input regarding the service being offered. Mr. Whiteley stated  
14 that he does not believe the firm would find many instances where billing issues or misuse of water is occurring.  
15 Councilmember Anderson stated she also has an uneasy feeling about entering into the agreement after thinking about over  
16 the course of the past several weeks. Mr. Whiteley did clarify that staff does not currently have the time or expertise to  
17 perform the services being offered by Water Company of America.

18 [8:40:10 PM](#)

19 Councilmember Bolduc addressed Mr. Marshall and noted that one thing the firm would look for is properties who  
20 are using water illegally by turning water on after it has been shut off by the City or without signing up for service. She asked  
21 how often the City encounters this type of issue. Mr. Marshall stated that in the five years he has been employed by the City  
22 he has seen between five and 10 of these types of cases. Councilmember Bolduc asked how quickly the illegal activity is  
23 detected. Mr. Marshall stated fairly quickly; if a water service is shut off and the resident has not contacted the City to make  
24 payment within two to three days, an employee is dispatched to the property to investigate whether the resident has made an  
25 illegal connection. The City has only applied a \$35 tampering fee a handful of times; the intent to steal water in the City has  
26 been very minimal. He added that the City has 7,500 residents and 120 businesses; of this number of accounts, not all of them

1 will be investigated as the agreement indicates that the firm will not examine individual single family homes or dwelling  
2 units and their focus would be on multi-family developments and commercial accounts.

3 [8:44:26 PM](#)

4 Discussion then centered on the implications of the agreement and the options the City would have to cancel the  
5 agreement if the firm is not performing or if not cost savings opportunities are discovered by the firm.

6 [8:45:40 PM](#)

7 COUNCILMEMBER GAILEY MADE A MOTION TO ADOPT RESOLUTION R16-35 AWARDED A  
8 CONTRACT FOR THE REVIEW OF UNBILLED OR MISBILLED CULINARY WATER SERVICES.

9 The motion failed for lack of a second.

10 [8:46:15 PM](#)

11 COUNCILMEMBER BOLDUC MADE A MOTION TO DENY RESOLUTION R16-35 AWARDED A  
12 CONTRACT FOR THE REVIEW OF UNBILLED OR MISBILLED CULINARY WATER SERVICES.  
13 COUNCILMEMBER LISONBEE SECONDED THE MOTION; ALL VOTED IN FAVOR, WITH THE EXCEPTION OF  
14 COUNCILMEMBER GAILEY WHO VOTED IN OPPOSITION.

15 [8:46:55 PM](#)

16 Mr. Bovero indicated that staff can look into billing data of the City to try to determine if there are any problems  
17 with any utility connections in the City. Mr. Marshall stated that he and his staff currently work closely with the Public  
18 Works Department to do that; annually they look for high usage readings and they dispatch an employee to verify that meters  
19 are functioning properly.

20

21 [8:48:05 PM](#)

22 14. Public comments

23 TJ Jensen referenced the previous discussion regarding enacting a watering schedule in the City; he feels that the  
24 schedule that was used last year worked very well. There will always be people that do not conform with the schedule, but as  
25 long as the City makes its best effort to get the word out to residents most residents will follow the recommendation. He stated  
26 that long term the City needs to consider other options for addressing the issue; the biggest problem is the lack of pressure for

1 residents living on the east side of the City. There are three ponds in the City and some zoning could be done to dedicate  
2 water in those ponds to different areas of the City. The problem is not necessarily a lack of water from Jensen Pond, but that  
3 once the water is drained it cannot be recharged quickly enough when everyone is watered though there are three sources that  
4 feed the pond. He stated he feels the City needs a fourth pond in the City and he suggested a location on Antelope Drive  
5 below Bluff Road. He has asked the Utah Department of Transportation (UDOT) if it may be possible to locate a pond near  
6 one of the interchanges for the West Davis Corridor and the project manager for that project was not opposed to that  
7 suggestion. He stated that is a long term solution, but enacting a watering schedule may work in the short term.

8 [8:51:42 PM](#)

9           Ralph Vaughan also addressed secondary water and stated that the City will not get a handle on secondary water  
10 until it is metered. Also, for \$150 he can pay to have a hose bib installed on his secondary water system to fill his swimming  
11 pool with secondary water rather than culinary water. He stated he believes that someone filling a pool should be using water  
12 they have paid for – culinary water – rather than free water – secondary water. He then addressed the earlier discussion  
13 regarding yard encroachments and indicated that the cantilevers on a given home should be limited to one side of a home. He  
14 has five rooms on two sides of his home and according to the ordinance that was being considered, he could have five pop  
15 outs or cantilevers, with three on either side of his home. This may not be esthetically pleasing. He also asked if pop outs  
16 would only be added on the main level of a home. He then thanked the Council for their time and indicated they do a great  
17 job.

18

19 [8:53:48 PM](#)

20           Councilmember Maughan stated he would like for the Council to reconsider item five on the agenda, but he is  
21 unsure that he can make the motion given that he abstained from voting when it was initially considered. City Recorder  
22 Brown reviewed the Council's Rules of Order and Procedure and indicated that a person voting on the prevailing side of a  
23 motion can make a motion to reconsider. Given that Councilmember Maughan's abstention was recorded as a no vote, which  
24 was on the prevailing side, he can make the motion to reconsider. The motion to reconsider must pass with a majority vote in  
25 order for the Council to reconsider the resolution.

26 [8:55:56 PM](#)

1 COUNCILMEMBER MAUGHAN MADE A MOTION RECONSIDER RESOLUTION R16-37 APPOINTING  
2 GARY BINGHAM TO THE SYRACUSE CITY PLANNING COMMISSION. COUNCILMEMBER GAILEY  
3 SECONDED THE MOTION. THE FOLLOWING ROLL CALL VOTE WAS TAKEN: VOTING “AYE”:  
4 COUNCILMEMBERS ANDERSON, GAILEY, AND MAUGHAN. VOTING “NAY”:  
5 COUNCILMEMBERS BOLDDUC AND LISONBEE.

6 [8:57:06 PM](#)

7 COUNCILMEMBER GAILEY MADE A MOTION ADOPT RESOLUTION R16-37 APPOINTING GARY  
8 BINGHAM TO THE SYRACUSE CITY PLANNING COMMISSION. COUNCILMEMBER MAUGHAN SECONDED  
9 THE MOTION.

10 [8:57:31 PM](#)

11 Councilmember Lisonbee stated she still feels that Mr. Bingham would be a great alternate member of the Planning  
12 Commission, but that the body truly needs institutional knowledge. Councilmember Bolduc stated she is also concerned  
13 about the lack of institutional knowledge as well as the fact that Mr. Bingham has not attended any City meetings in the past.

14 [8:58:07 PM](#)

15 Mayor Palmer stated a motion and second has been made to adopt the resolution. THE FOLLOWING ROLL CALL  
16 VOTE WAS TAKEN: VOTING “AYE”:  
17 COUNCILMEMBERS ANDERSON, GAILEY, AND MAUGHAN. VOTING  
18 “NAY”:  
19 COUNCILMEMBERS BOLDDUC AND LISONBEE.

19 [8:58:25 PM](#)

20 15. Councilmember reports.

21 At each meeting the Councilmembers provide reports regarding the meetings and events they have participated in  
22 since the last City Council meeting. Councilmember Lisonbee’s report began at [8:58:50 PM](#). She was followed by  
23 Councilmembers Maughan, Gailey, Anderson, and Bolduc.

25 [9:00:49 PM](#)

26 16. Mayor’s Report.

1 Mayor Palmer's report began at [9:00:51 PM](#).

2

3 [9:03:27 PM](#)

4 17. City Manager report

5 City Manager Bovero's report began at [9:03:33 PM](#).

6

7

8 At [9:07:40 PM](#) p.m. COUNCILMEMBER MAUGHAN MADE A MOTION TO ADJOURN.

9 COUNCILMEMBER GAILEY SECONDED THE MOTION; ALL VOTED IN FAVOR.

10

11

12

13

14

15 \_\_\_\_\_  
16 Terry Palmer  
17 Mayor

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

17

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

Minutes of the Syracuse City Council Special Meeting, July 15, 2016

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Minutes of the Special Meeting of the Syracuse City Council held on July 15, 2016, at 2:00 p.m., in the Council Conference Room, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Councilmembers: Andrea Anderson  
Corinne N. Bolduc  
Mike Gailey (left the meeting at 4:00 p.m.)  
Karianne Lisonbee (left the meeting at 4:04 p.m.)  
Dave Maughan

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

Staff Present: Finance Director Steve Marshall  
City Attorney Paul Roberts  
Public Works Director Robert Whiteley  
Police Chief Garret Atkin  
Fire Chief Eric Froerer  
Parks and Recreation Director Kresta Robinson  
Information Technologies (IT) Director TJ Peace

1. Meeting Called to Order/Adopt Agenda

Mayor Palmer called the meeting to order at [2:02:44 PM](#) p.m. as a special meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember.

[2:03:00 PM](#)

Councilmember Gailey led the audience in the Pledge of Allegiance and Mayor Palmer offered an invocation.

[2:04:01 PM](#)

2. Public comments

TJ Jensen addressed the item on the agenda regarding the City's secondary water system; he received a notice yesterday that the water level at Jensen Park was very low and he is curious as to why that is. He stated it jogged his memory about something else; over Memorial Day weekend he viewed the relief trench running from Jensen Pond to the County drain system and at that time there was quite a bit of water leaving the pond. He wondered if that water can be captured during the runoff and stored somewhere for use later in the season to supplement the water supply. He stated that most farmers like to front load their water because they are trying to get their crops to grow in the early summer for harvest in late summer, but the City needs it all year. He suggested the City look into shifting its allotment to take 60 percent of the allotment at the beginning of the growing season and 120 percent of it later in the hotter summer months. He stated if there was a holding pond near Jensen Pond it could be used to store water that could later be pumped back into Jensen Pond.

[2:07:11 PM](#)

3. Discussion regarding Employee Recruitment and Retention Policy and  
Fiscal Year 2017 Employee Compensation Plan.

Mayor Palmer invited Councilmembers Bolduc and Lisonbee to provide their presentation of their proposed Employee Recruitment and Retention Policy; he noted they will be followed by Councilmember Maughan, after which Council discussion regarding the two proposals can commence.

A memo from Councilmembers Bolduc and Lisonbee explained their proposal takes into consideration all of the comments by Council and Department Heads that have been forwarded. It has been revamped multiple times to answer the concerns expressed. They do not want to dismiss what the City is already doing; their desire is to more closely define the direction and process for employee compensation. This proposal encompasses the attached policy, a sample Merit Map and these explanatory notes:

Overview of proposed changes made to the Employee Compensation Plan:

- Check in with the market every 5 years at council's discretion
- Check in with the market every 10 years required
- Benchmarks must be like-to-like comparisons
- Creating predictability and stability for employees
- Merit based employee increases with the expectation that future changes will not include compression without consideration of the merit system and divergent merit increases
- Suggested changes to Education Policy
- Each department is addressed separately
- After wage scale max is reached – a plan for future adjustments

Overview of policy regarding Merit Maps:

- Each Department will have a Tier 1 and a Tier 2 Merit Map.
- Public Safety will move through the wage scale in 17 years for Tier 1 and 22 years for Tier 2.
- All other employees will move through the wage scale in 27 years for Tier 1 and 30 years for Tier 2.

- Moving through the wage scale will be individualized per employee. We will no longer have some moving through in less than 10 years and some moving through in 30, with the average being 18 – the new proposal creates an individualized merit increase for each employee that moves them through their scale in the exact years that everyone else in a similar position is moving through theirs depending on performance evaluation.
- Moving through the scale in the prescribed number of years is set at “exceeds expectations”. Employees whose performance evaluations reflect a rating of “consistently exceeds” expectations will move through their wage scale at a fast rate. Employees who “meet expectations” will move through their wage scales at a slower rate.
- This system reflects a merit based program. This is not a step program or a COLA proposal.

This proposal maintains 100% merit advancement as requested by city management. The Merit Maps and policy are meant to provide greater predictability to the city, the employees, and the taxpayer.

[2:08:59 PM](#)

Councilmembers Bolduc and Lisonbee used the aid of a PowerPoint presentation to provide the Council with an overview of their proposal; they also discussed their proposed amendments to the Employee Recruitment and Retention Policy and Fiscal Year 2017 Employee Compensation Plan documents.

[2:26:02 PM](#)

Councilmember Maughan reviewed a memo he included in the packet regarding his proposal for adjusting the Policy and Plan documents; the memo reads as follows:

1. Biannual review- While my original thought of a departmental review was flexible to allow this to happen on an 18, 24, or 36 month cycle; after careful consideration I feel strongly the right rotation is a 24 month period. By reviewing every other year we are less likely to see a major shift in the market or be caught reacting to a sudden shift similar to the one we dealt with in the Police department this year. By reviewing more frequently small adjustments could be absorbed much easier into the overall budget, and possibly we may find there is no adjustment or such a subtle adjustment that no action is required at all. It is also very convenient that the City Council is elected on the same 2 year cycle. While we all serve 4 year terms, every 2 years a new version with new members of the council is possible.

2. Striking the strict adherence to a benchmark “percentile” allows us to react to departments as a market shift without holding us to a uniform standard. I would consider it an acceptable addition to set the minimum of the 50<sup>th</sup> percentile to demonstrate to employees that we intend to provide at minimum no less than a market mid-point. My preference is to omit this reference and make this reference department by department as we go through the review cycle, as it may be deemed appropriate to address the position in the market differently. Many employees would like to consider that all things should be equal, but they simply are not. When faced with a situation such as the police market shift of 2016, we shouldn’t be held to making an adjustment city wide to respond to that market shift. We need the ability to treat departments differently according to the market.
3. Adding an additional layer to employee evaluations is a shift away from rewarding average performance. No employee who has been evaluated as average or adequate should be informed their job is at risk, but neither should we set a standard to reward minimum standard performance. The incentive of a raise should be enough to help an employee raise the level of their performance from average. The term “Exemplifies Expectation” was chosen to indicate that an employee not only lived up to the letter of expectations but also the spirit of expectations. This person does things for the right reasons, and really commits to meeting all expectations and interpretation of expectations. Defining sincere efforts this way should help an employee at this level take the next step to exceeding expectations in subsequent years.
4. After discussing career development with a retired career city manager serving multiple cities I recognize that we are already paying for career development in the budget of the city. We pay for training, continuing education, recertification, learning events such as conventions and annual meetings, and dues and subscriptions. Recognizing that the current career development program was beyond this to include additional higher education degrees, generally this only serves to qualify a person to seek a higher position elsewhere. The benefit is rarely realized by the city they serve in because a higher position most likely only exists outside of the city. By paying for as much as we do in the budget I believe we need to leave non-required education to the individual.
5. For budgeting and management purposes there should only be 1 category in the budget for an employee increase. It is misleading to stack multiple compensation increases across several categories, and quickly challenges the Cities ability to respond to these expectations. Regardless of what it is titled, only one

category for compensation increase should exist in the annual budget per employee. Whatever the adjustment, it needs to be quantified in one place.

6. For absolute clarity we should add a section to spell out how much increase is allowable for each performance rating. This number can be determined in our deliberation. I am willing to suggest, but more important is that we make a designation for this in our policy.
7. By eliminated Career development (a second increase) I recognize that the total allowable number for increase could absorb this extra budgeted money and this number may change. This number is left for designation in our deliberation.
8. After discussion of promotion I recognize that there is a possibility that an employee could receive a promotion to a position where they already exceed the entry level wage for. This new position comes with the opportunity to exceed their potential in the previous position, and they can advance further. I am concerned with writing a provision that we are obligated to give a raise with each promotion as that allows the potential to start this new position many years into the wage scale of this new track. For this reason, I suggest eliminated the obligation of “whichever is greater” from the promotion and advancement sections making this discretionary.
9. Departmental reviews to the city council is a best business practice and the city would do well to make this a standard. This review is an opportunity to do a “deep dive” into the mission of each service department, set expectations, required resources and accountability for the resources to the citizens of the people. It will serve to keep the City Council informed and provide the exchange an elected body should have governing services. We are more than a review board for development and code, this is an efficient way to check in on the services provided to the citizens.
10. These suggested changes are a means to future governance. This does not deal with the increases for the fiscal year 2017; which I believe should be handled separately. I believe quantifying distribution of set funds to individuals is more the responsibility of the City Manager than it is the City Council. I also believe the City Manager is accountable for this distribution and accountable to stretch the value as far as possible. The City Council should dwell more on policy for governance rather than micromanaging details of policy execution. This is just vantage point information from which I approached these adjustments.

[2:32:18 PM](#)

Councilmember Maughan welcomed feedback and questions regarding his proposal, but noted that he is really looking to simplify the plan to make it easier to understand while giving City Administration some flexibility to do things that keep the Departments and employees of the City motivated. He does not believe the Council should review employee performance evaluations, but it may be important to review each Department with Department Heads to ensure they are meeting their goals.

[2:33:38 PM](#)

Mayor Palmer then facilitated a discussion among the Council, with input from staff, to develop a comparison of the two plans that have been presented. There was a focus on components like the Council review of creation or filling of new positions, development of wage scales, market indicators, benchmark entities, employee evaluation practices, the rate at which employees can move through their wage scales, and frequency of benchmarking.

[3:26:06 PM](#)

Mr. Bovero indicated that he can create a document that provides a detailed comparison of the two plans and provide it to the entire Council for review and consideration in preparation for the next meeting during which this topic will be discussed. The discussion concluded with a continued focus on benchmarking practices to be used by the City to determine appropriate compensation. Councilmember Lisonbee indicated that drafting policy is a huge responsibility for the Council; she and Councilmember Gailey have had experience with working with other Councils in the past and she has found that the more vague a policy, the more damage it can cause the City in a situation where a future Council may not be as involved as the current Council and City Administration has the opportunity to take advantage of the policy. She stated this type of situation has occurred in the past and it was very damaging. She understands Councilmember Maughan's desire to simplify the policy and make it vaguer because the Council trusts staff, but as a body the Council has the responsibility to draft a policy that not only directs the current Council, but will offer direction for future Councils as well. Councilmember Maughan stated that if the Council develops a policy that is too specific, they are overstepping their bounds and not giving those hired to run the City the freedom to do their job. If the Council felt that an employee were acting out of line or taking advantage of the policy, that employee should be held accountable rather than the Council second guessing whether the policy is refined enough. Councilmember Lisonbee agreed and stated there is a fine line between staying within the powers and duties of the Council and overstepping them.

[3:46:22 PM](#)

Mr. Bovero asked Councilmembers Bolduc and Lisonbee a few brief questions regarding their proposal to gain a clear understanding of the implications of various components in order to provide an accurate comparison of the two proposals.

[3:52:16 PM](#)

4. Discussion and/or action regarding the adequacy of the secondary water system and a plan for education and enforcement of a watering schedule during weather events and other stress events on the system.

This item was discussed during the July 12 City Council meeting, but was tabled to allow for further discussion. Public Works Director Whiteley has provided a copy of the watering schedule and notice provided to City residents in 2015.

[3:53:01 PM](#)

Mr. Whiteley reviewed the watering schedule notice included in the packet and engaged in discussion with the Council regarding their suggested feedback for amending the notice for use this year. He facilitated a discussion among the Council regarding the appropriate watering restrictions with the goal of reducing concerns regarding lack of pressure or inadequacy of water. There was also brief discussion regarding the consideration of a policy that would address water shortages each year; such a policy would be helpful as the Council would not need to revisit the issue every year depending on weather conditions. The Council concluded to proceed with including a suggested watering schedule in the City newsletter, on the City website, and advertised on the City's social media pages. They decided to institute "no water Wednesdays" in order to preserve secondary water for farmers throughout the City and recommend that all other watering be done just two days each week.

[4:10:04 PM](#)

COUNCILMEMBER MAUGHAN MOVED TO DIRECT CITY ADMINISTRATION TO PUBLISH A SUGGESTED WATERING SCHEDULE ASKING RESIDENTS TO WATER THEIR LANDSCAPING JUST TWO DAYS EACH WEEK AT THEIR DISCRETION, BUT THAT NO WATERING BE DONE ON WEDNESDAYS TO

City Council Special Meeting  
June 13, 2016

PRESERVE THE AVAILABILITY OF WATER FOR FARMERS. COUNCILMEMBER ANDERSON SECONDED THE MOTION; ALL VOTED IN FAVOR. Councilmembers Gailey and Lisonbee were not present when this vote was taken.

[4:10:39 PM](#)

5. Council business

The Council and Mayor provided brief reports regarding the activities they have participated in since the last City Council meeting.

The meeting adjourned at [4:22:39 PM](#).

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

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

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



## SYRACUSE CITY

### **Syracuse City Redevelopment Agency Agenda August 9, 2016 – immediately following the City Council Business Meeting, which begins at 6:00 p.m.**

City Council Chambers  
Municipal Building, 1979 W. 1900 S.

1. Meeting called to order  
Adopt agenda
2. Approval of Minutes:
  - a. Special Meeting of July 12, 2016.
3. Public Hearing: Resolution RDA16-04 Approving the Syracuse Antelope Drive Community Development Project Area.
4. Proposed Resolution RDA16-05 Approving Interlocal Agreement between Syracuse City Redevelopment Agency and Davis County.
5. Proposed Resolution RDA16-06 Approving Interlocal Agreement between Syracuse City Redevelopment Agency and Davis School District.
6. Proposed Resolution RDA16-07 Approving Interlocal Agreement between Syracuse City Redevelopment Agency and Mosquito Abatement District – Davis.
7. Proposed Resolution RDA16-08 Approving Interlocal Agreement between Syracuse City Redevelopment Agency and North Davis Sewer District.
8. Proposed Resolution RDA16-09 Approving Interlocal Agreement between Syracuse City Redevelopment Agency and Weber-Basin Water Conservancy District.
9. 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 4<sup>th</sup> day of August, 2016 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 August 4, 2016.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# RDA AGENDA

August 9, 2016

Agenda Item #2

Approval of Minutes.

***Factual Summation***

- Please see the draft minutes of the following meeting(s):
  - a. Special Meeting of July 12, 2016.
- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

Minutes of the Syracuse City Redevelopment Agency Special Meeting, July 12, 2016.

Minutes of the Special Meeting of the Syracuse City Redevelopment Agency held on July 12, 2016, at p.m.,  
in the Council Chambers, 1979 West 1900 South, Syracuse City, Davis County, Utah.

Present: Members: Andrea Anderson  
Corinne N. Bolduc  
Mike Gailey  
Karianne Lisonbee  
Dave Maughan

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

9:08:03 PM

1. Meeting Called to Order/Adopt Agenda

Mayor Palmer called the meeting to order at 9:08:07 PM p.m. as a special meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Boardmember.

9:08:11 PM

BOARDMEMBER MAUGHAN MADE A MOTION TO ADOPT THE AGENDA. BOARDMEMBER ANDERSON SECONDED THE MOTION; NO VOTE WAS TAKEN TO ADOPT THE AGENDA.

9:08:16 PM

2. Proposed Resolution RDA16-03 authorizing the Executive Director to execute an interlocal agreement with Davis County regarding the Syracuse Antelope Drive Community Development Area.

A staff memo from the Community and Economic Development (CED) Department explained that for the last six months staff along with the Mayor, and Council has been working with Davis County on a Community Development Area (CDA) Plan along Antelope Drive allowing the Redevelopment Agency the opportunity to leverage tax increment to increase the City's tax base an increase the daytime population in our trade area. Adding to a daytime population taking advantage of a local trained and skilled labor pool will provide a way to stabilize and diversify our local economy. According to the Plan,

1 Davis County will contribute 60 percent of all new development taxes in CDA boundary for 20 years; the City will contribute  
2 90 percent of all new development taxes in CDA Boundary for 20 years; the City and County will receive administration  
3 fees of 3 percent and 2 percent, respectively; and tax increment is capped at over \$15 million dollars.

4 [9:08:30 PM](#)

5 CED Director Mellor reviewed the staff memo.

6 [9:14:07 PM](#)

7 BOARDMEMBER LISONBEE MADE A MOTION TO ADOPT RESOLUTION RDA16-03 AUTHORIZING  
8 THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH DAVIS COUNTY  
9 REGARDING THE SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT AREA. BOARDMEMBER  
10 ANDERSON SECONDED THE MOTION. ALL VOTED IN FAVOR.

11

12

13 At [9:14:30 PM](#) p.m. BOARDMEMBER MAUGHAN MADE A MOTION TO ADJOURN. BOARDMEMBER  
14 BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

15

16

17

18 \_\_\_\_\_  
19 Terry Palmer  
20 Mayor

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

20

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



# REDEVELOPMENT AGENCY SPECIAL MEETING

August 9, 2016

## **Agenda Items #3-8      Resolution of the Board of Directors of the Syracuse City Redevelopment Agency Approving the Syracuse Antelope Drive Community Development Project Area Plan**

The Redevelopment Agency has scheduled a hearing to consider adopting the Syracuse Antelope Drive Community Development Project. During the hearing, state law requires that the RDA take public comment on the plan regarding whether the plan should be revised, approved, or rejected, and to receive all written and oral objections to the plan. *See* Utah Code Ann. § 17C-4-102(1)(d). Written objections, if any, will be provided during the hearing.

The questions to consider during the hearing are whether the plan will: (1) satisfy a public purpose, (2) provide a public benefit, (3) be economically sound and feasible, (4) conform to the City's general plan, and (5) promote the public peace, health, safety and welfare of the community. *See* Utah Code Ann. § 17C-4-104(4).

At the conclusion of the public hearing, the RDA must consider any objections and testimony received. If the Board wishes to authorize the plan, then it should approve the Resolution RDA16-04. After it has been adopted by the RDA, the plan must be submitted to the City Council for adoption. Adoption is included on the City Council agenda for the same night.

The Board is also considering five Interlocal Agreements with other taxing entities who have agreed to participate in the RDA area. Approving those interlocal agreements will authorize the Mayor to execute them. The Davis County ILA, which was considered by the RDA at its last meeting, is included again on tonight's agenda out of an abundance of caution, due to a noticing issue for our last RDA meeting.

Due to 2016 legislation, in order to create this CDA, it must be adopted by the RDA & Council prior to September 1. *See* Utah Code Ann. §17C-4-101.2(2).

Questions regarding the Plan should be directed to Brigham Mellor, and procedural questions should be directed to Paul Roberts.

Syracuse, Utah

August 3, 2016

The Board of Directors (the “Board”) of the Syracuse City Redevelopment Agency (the “Agency”) met in public session at its regular meeting place in Syracuse, Utah, on Tuesday, August 9, 2016 on or about 6:00 p.m. The meeting was called to order by the Chairman of the Board with the following being present, and constituting a quorum:

\_\_\_ Andrea Anderson  
\_\_\_ Corrine Bolduc  
\_\_\_ Michael Gailey  
\_\_\_ Karianne Lisonbee  
\_\_\_ David Maughan  
\_\_\_ Terry Palmer, Chair

Also present:

Brody Bovero, City Manager  
Cassie Brown, City Recorder/Agency Secretary  
Paul Roberts, City/Agency Attorney  
Brigham Mellor, Director of Community & Economic  
Development  
Stephen Marshall, Finance Director

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this August 9, 2016 meeting was presented to the Board, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was approved and adopted on the following recorded vote:

AYE:

NAY:

The Resolution is as follows:

## **RESOLUTION RDA16-04**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SYRACUSE CITY REDEVELOPMENT AGENCY APPROVING THE SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT AREA PLAN AND RELATED MATTERS.**

WHEREAS, the Syracuse City Redevelopment Agency (the “Agency”) is a community development and renewal agency (a public body, corporate and politic) duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “Act”); and

WHEREAS, the Board of Directors (the “Board”) of the Agency previously authorized the preparation of the Syracuse Antelope Drive Community Development Project Area Plan (the “Plan”), attached as Exhibit B to this Resolution, and hereby incorporated by reference, for a Community Development Project Area (the “Project Area”) located within the approximate boundaries of along the south side of Antelope Drive between Heritage Lane and 800 West, and along the north side of Antelope Drive between Heritage Lane and 2000 West.

WHEREAS, the Agency has prepared the Plan in order to promote community development and job creation within the Project Area and to increase the property and sales tax base within the Project Area through the development of various land use types;

WHEREAS, pursuant to the Act, the Agency held a public hearing to receive comment regarding the Plan on August 9, 2016, and provided notice of such hearing in accordance with the Act; and

WHEREAS, the Board now desires to approve the draft Plan without revisions and submit the Plan to the City Council of Syracuse City (the “City Council”) for adoption;

### **BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SYRACUSE CITY REDEVELOPMENT AGENCY, AS FOLLOWS:**

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Resolution) by the Board and by the officers of the Agency directed toward the preparation of the draft Plan are hereby ratified, approved, and confirmed.

Section 2. The Board hereby finds and determines that the adoption of the Plan will: (a) satisfy a public purpose, (b) provide a public benefit as shown by the analysis in the Plan, (c) be economically sound and feasible, (d) conform to the general plan of the City, and (e) promote the public peace, health, safety, and welfare of the community in which the Project Area is located.

Section 3. The Board hereby approves the Plan, without revision, as the community development project area plan for the Project Area, including all properties included within the legal description in the Plan, which is attached hereto as Exhibit B, and submits the Plan for adoption by the City Council.

Section 4. The appropriate officers of the Agency are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 5. If any one or more sections, sentences, clauses, or parts of this Resolution shall, for any reason, be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, but shall be confined in its operation to the specific sections, sentences, clauses, or parts of this Resolution so held unconstitutional and invalid, and the inapplicability and invalidity of any section, sentence, clause, or part of this Resolution in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Resolution in any other instances.

Section 6. All resolutions of the Agency in conflict with this Resolution are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any Resolution, by-law or regulation, or part thereof, heretofore repealed.

PASSED BY THE BOARD OF DIRECTORS OF THE SYRACUSE CITY REDEVELOPMENT AGENCY THIS AUGUST 9, 2016.

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

ATTEST:

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

STATE OF UTAH                    )  
                                          ) ss.  
COUNTY OF DAVIS                )

I, Cassie Z. Brown, the duly qualified and acting City Recorder of Syracuse City, Utah, do hereby certify according to the records of the Syracuse City Redevelopment Agency (the “Agency”) in my possession that the foregoing constitutes a true, correct, and complete copy of the minutes of the special meeting of the Agency’s Board of Directors (the “Board”) held on August 9, 2016, as it pertains to a resolution (the “Resolution”) adopted by the Board at said meeting, including the Resolution, as said minutes and Resolution are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature this  
MONTH DAY YEAR.

By: \_\_\_\_\_  
Cassie Z. Brown, CMC  
City Recorder  
Syracuse City, Utah

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cassie Z. Brown, the undersigned City Recorder of Syracuse, Utah, do hereby certify, according to the records of the Syracuse City Redevelopment Agency (the "Agency") in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 9, 2016, public meeting held by the Board of Directors of the Agency (the "Board") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted on the City's public website at <http://www.syracuseut.com/Departments/CommunityDevelopment/EconomicDevelopment.aspx>, on July 15, 2016, at least fourteen (14) days prior to the hearing, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published in the Standard Examiner, on July 24, 2016, which was at least fourteen (14) days prior to the hearing; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>), on July 13, 2016, at least fourteen (14) days prior to the hearing.

I further certify that the Agency does not hold regular meetings that are scheduled in advance over the course of a year, but meets on an unscheduled basis from time to time, as needed.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this August 9, 2016.

By: \_\_\_\_\_  
Cassie Z. Brown, CMC  
City Recorder  
Syracuse City, Utah

## **SCHEDULE 1**

### **Notice of Hearing Proposed CDA 2016 SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT AREA**

On March 8, 2016, the Syracuse City Redevelopment Agency (the "Agency"), by resolution, authorized the preparation of a Draft Project Area Plan (the "Draft Plan") for the Syracuse Antelope Drive Community Development Project Area (the "Project"), including a Draft Project Area Budget. The Draft Plan is available for inspection during business hours at Syracuse City Hall, 1979 W 1900 S, Syracuse, Utah. The telephone number where any person may request that a copy of the legal description be sent at no cost to you by mail or facsimile transmission is (801) 614-9626. Copies of the Draft Plan, including a map of the boundaries of the proposed project area, are available for download or viewing at <http://www.syracuseut.com/>. The Draft Plan provides an evaluation of appropriate land uses and community development forecasts for the land in the Project Area. The Draft Plan also sets forth the aims and objectives of anticipated new development, including its scope, mechanism, and value to the residents of the City and other taxing districts. The Draft Plan includes a draft budget, which is a multi-year projection of annual or cumulative revenues, expenses and other fiscal matters pertaining to the Project Area. The creation of a project area does not increase any property owner's property taxes or property tax rate. The tax increment results from new value created in the project area, not from increased tax burdens on those who are already in the project area. Your property taxes will not change because of the creation of a CDA. The Draft Plan for the Proposed Project Area have been prepared and the Agency gives notice that a public hearing on the Draft Plan will be held on August 9, 2016, at 6:00 p.m., or as soon thereafter as feasible, at Syracuse City Hall (1979 W 1900 S, Syracuse, Utah in the City Council Chambers). At the public hearing, the Agency will hear public comment on and objections to the Draft Plan, including recommendations for revision, approval, or rejection. The Agency will also receive all written objections to the Draft Plan. All interested persons are invited to submit to the Agency comments on the Draft Plan before the date of the hearing. Any person objecting to the Draft Plan, or contesting the regularity of any of the proceedings to adopt the Draft Plan may appear before the Agency Board at the hearing to show cause why the Draft Plan should not be adopted. The Agency has requested that a portion of increment revenue, which will be generated by the development within the CDA project area, to fund a portion of the project costs associated with the Project Area. All of the increment paid to the Agency for the community development in the Project Area are taxes that will be generated only if the project area is developed. Any interested person wishing to meet and discuss the Draft Plan, before the hearing, may contact Brigham Mellor at the City Offices at (801) 825-1477 to set up an appointment. If you would like to set up an appointment before the hearing, please call by or before August 3, 2016. All concerned citizens are invited to attend the hearing on the Draft Plan scheduled for August 9, 2016, at City Hall at 6:00 p.m. and/or submit comments to the Agency before August 9, 2016, the date of the hearing. The facility is wheel chair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made three (3) working days prior to this meeting. Please contact Cassie Brown, City Recorder, for information or assistance.

EXHIBIT B

Syracuse Antelope Drive Community Development Project Plan



Redevelopment Agency of Syracuse City

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Syracuse Antelope Drive Community  
Development Project Area Plan

July 5th, 2016

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## SYRACUSE CITY ANTELOPE DRIVE CDA PROJECT AREA PLAN

The Agency, following thorough consideration of the needs and desires of the City and its residents, as well as the need and capacity for new development, has carefully crafted this Syracuse City Community Development Project Area Plan (“Plan”) for the Syracuse Antelope Drive Community Development Project Area (“Project Area”).

In accordance with the terms of this Plan, the Agency will encourage, promote and provide for the development redevelopment with a mix of uses. The Antelope Drive CDA will include approximately 66.84 acres, of which 61.08 acres are included in parcels (other than roads).

In addition, this Plan will govern the development and maintenance of publicly-owned infrastructure needed to support the development proposed herein. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents, businesses and property owners of the City.

The Project is undertaken as a community development project pursuant to the provisions of the Act.

### 1. RECITALS OF PRECONDITIONS FOR DESIGNATING A COMMUNITY DEVELOPMENT PROJECT AREA

- a) Pursuant to the provisions of §17C-4-101 et seq. of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, the governing body of the Redevelopment Agency of Syracuse City authorized the preparation of a draft community development project area plan; and
- b) Pursuant to the provisions of §17C-4-102(2)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- c) Pursuant to the provisions of §17C-4-102 (1)(a) of the Act, on the Agency’s own motion, the Agency selected the Project Area hereinafter described comprising all or part of the proposed survey area; and
- d) Pursuant to the provisions of §17C-4-102(1)(d) of the Act, the Agency has conducted one or more public hearings for the purpose of informing the public about the proposed Project Area, allowing public comment on the draft Project Area Plan and whether the Plan should be revised, approved or rejected; and
- e) Pursuant to the provisions of §17C-4-102(1)(b) and (c) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency’s offices during normal business hours, provided notice of the Plan hearing and will hold a public hearing on the draft Plan on \_\_\_\_\_ 2016.

## 2. DEFINITIONS

As used in this Community Development Project Area Plan:

1. The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.
2. The term "**Agency**" shall mean the Redevelopment Agency of Syracuse City, a separate body corporate and politic.
3. The term "**base taxable value**" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized, before: (A) the date the Project Area Plan is adopted by the City legislative body; and (B) the date the Agency adopts the first Project Area Budget.
4. The term "**City**" shall mean Syracuse City, Utah.
5. The term "**community**" shall mean the community of Syracuse City, Utah.
6. The term "**community development**" shall mean development activities within the community, including the encouragement, promotion, or provision of development.
7. The term "**developer**" shall mean the entities investing in the development in the area.
8. The term "**Plan Hearing**" means the public hearing on the draft Project Area Plan required under Subsection 17C-4-102 of the Act.
9. The term "**planning commission**" shall mean the planning commission of the City.
10. The term "**Project Area**" or "**Syracuse Antelope Drive Community Development Project Area**" shall mean the geographic area described in this Project Area Plan or Draft Project Area Plan where the community development set forth in this Project Area Plan or Draft Project Area Plan takes place or is proposed to take place.
11. The term "**Project Area Budget**" shall mean a budget setting forth:
  - a. the anticipated costs, including administrative costs, of implementing the Syracuse Antelope Drive Community Development Project Area Plan; and
  - b. the tax increment, sales tax, and other revenue the Agency anticipates to fund the project.
12. The term "**Project Area Map**" is the area depicted in Appendix A.
13. The term "**Project Area Plan**" or "**Plan**" shall mean a project area plan adopted pursuant to the Act to guide and control community development activity within the Project Area.

14. The term "**Syracuse Antelope Drive Community Development Project Area Plan**" or "**Plan**" shall mean a project area plan and project area map adopted pursuant to the Act to guide and control community development activities within a project area.
15. The terms "**tax,**" "**taxes,**" "**property tax**" or "**property taxes**" include privilege tax and each levy on an ad valorem basis on tangible or intangible personal or real property.
16. The term "**taxing entity**" shall mean a public entity that levies a tax on property within the Project Area.
17. The term "**Tax Increment**" shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the area designated in the Project Area Plan from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be or were generated from that same area using the Base Taxable Value of the property.
18. All other terms shall have the same meaning set forth in the Act unless the context clearly indicates otherwise.

### 3. PROJECT AREA BOUNDARIES [17C-4-103(1)]

The Project Area consists of approximately 66.84 acres<sup>1</sup> located along the south side of Antelope Drive between approximately 800 West and Heritage Lane and the north side of Antelope Drive between Heritage Lane and 2000 West. The Project Area includes the properties lying within the boundaries as depicted on the Project Area map which is included in Appendix A. The boundaries are given in detail in Appendix B as part of the legal description of the property.

### 4. General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Intensities and How They Will be Affected by the Community Development [17C-4-103(2)]

#### A. LAND USES IN THE PROJECT AREA

The permitted land uses within the Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time, subject to limitations imposed by "overlay" restrictions and the controls and guidelines of this Plan.

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<sup>1</sup> 61.98 acres less roads

Land uses will be affected as vacant land is developed in accordance with this Plan. This will change existing vacant land use to commercial uses. It is also anticipated that there may be some redevelopment of existing properties.

Several land uses surround the Project Area, including residential primarily to the north and south, commercial and exempt largely to the east and west, and vacant and agricultural land to the north and south.

## **B. LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA**

Principal streets in the Project Area include Antelope Drive, which runs east to west through the Project Area, and 1000 West which runs north to south through the Project Area. Furthermore, 2000 West, which runs north to south, is the western border of the project area.

## **C. POPULATION DENSITIES IN THE PROJECT AREA**

There is one residence in the Project Area. Based on the average household size in Syracuse,<sup>2</sup> the estimated population of the Project Area is 3.73 persons. The Plan proposes 76,125 square feet of residential space, which will increase the population in the Project Area by an estimated 200+ persons.

## **D. BUILDING INTENSITIES IN THE PROJECT AREA**

Currently there are 16 buildings in the Project Area for a total of 103,276 square feet. The building density based on current development is 0.04.<sup>3</sup> The Plan anticipates an additional 77,695 square feet of retail space, 630,979 square feet of office space and 76,125 square feet of residential space. Based on projected development in the Project Area, the projected building density is 0.33, an increase of 0.29.<sup>4</sup>

# **5. STANDARDS THAT WILL GUIDE THE COMMUNITY DEVELOPMENT [17C-4-103(3)]**

## **A. GENERAL DESIGN OBJECTIVES**

Development within the Project Area will be held to high quality design and construction standards and will be subject to: (1) appropriate elements of the City's General Plan; (2) applicable City building codes and ordinances; (3) Planning Commission review and recommendation; and (4) the City's land use code.

Owners and developers will be allowed flexibility in the development of land located within the Project Area and are expected to obtain quality design and development. The development contemplated herein shall be of a design and shall use materials that are in harmony with adjoining

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<sup>2</sup> ACS 5-year Estimate (2014)

<sup>3</sup> 103,276 building square feet / (61.08 acres \* 43,560 square feet per acre)

<sup>4</sup> (103,276 current building square feet + 784,799 additional building square feet) / (61.08 acres \* 43,560 square feet per acre)

areas and subject to design review and approval by the City. It is contemplated that these design objectives will be addressed in development agreements with the developers specifically addressing these points.

Coordinated and attractive landscaping shall also be provided as appropriate for the character of the Project Area. Materials and design paving, retaining walls, fences, curbs, benches, and other items shall have an attractive appearance, be easily maintained, and indicative of their purpose.

Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of the overall site design.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, and any other data required by the City's land use code, the applicable zoning designations, or as requested by the City or the Agency.

The general standards that will guide the community development are as follows:

1. Encourage and assist community development with the creation of well-planned, vibrant mixed-use development, including a commercial core for the City.
2. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.
3. Implement the tax increment financing provisions of the Act, which are incorporated herein by reference and made a part of this Plan.
4. Encourage economic use of and new construction upon the real property located within the Project Area.
5. Promote and market the Project Area for community development that would be complementary to existing businesses that would enhance the economic base of the City through diversification.
6. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of community activity for the City.
7. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities and infrastructure improvements.
8. Achieve an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owner participants and developers.

9. Provide for construction of public streets, utilities, curbs and sidewalks, other public rights-of-way, street lights, landscaped areas, public parking, water utilities, sewer utilities, storm drainage, open space, and other public improvements.
10. Provide public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards by assisting in the street alignments.

## **B. SPECIFIC DESIGN OBJECTIVES AND CONTROLS**

In addition to the general City design objectives and standards described above, it is contemplated that the following guidelines will be approved.

### **1. BUILDING DESIGN OBJECTIVES**

All new buildings shall be of design and materials that will be in harmony with adjoining areas and other new development.

The design of buildings shall take advantage of available views and topography and shall provide, where appropriate, separate levels of access.

### **2. OPEN SPACE PEDESTRIAN WALKS AND INTERIOR DRIVE DESIGN OBJECTIVES**

All open spaces, pedestrian walks and interior drives shall be designed as an integral part of an overall site design, properly related to other buildings.

Comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to parking areas, and adjacent buildings on the same site.

The location and design of pedestrian walks should afford adequate safety and separation from vehicular traffic.

Materials and design of paving, retaining walls, fences, curbs, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose.

### **3. PARKING DESIGN OBJECTIVES**

Parking areas shall be designed with regard to orderly arrangement, topography, ease of access, and as an integral part of overall site design.

It is desirable that parking areas be relatively level.

### **4. PROJECT IMPROVEMENT DESIGN OBJECTIVES**

- All streets and walkways within public rights-of-way will be designed or approved by the City and will be consistent with all design objectives.
- Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary as approved by the City.

- The applicable portions of the Project Area will be graded in conformance with the final project design determined by the Agency and the City for each specific project.

### **C. TECHNIQUES TO ACHIEVE THE COMMUNITY DEVELOPMENT PLAN OBJECTIVES**

Activities contemplated in carrying out the Plan in the Project Area may include the acquisition and development of properties in the Project Area.

Parcels of real property located in the Project Area may be acquired by purchase, but may not be acquired by condemnation, unless from an Agency board member or officer with their consent [§17C-1-206 (1) and (2)(b)].

### **D. PROPERTY ACQUISITION, DISPOSITION AND DEVELOPMENT**

The objectives of this Plan are to be accomplished by various means including but not limited to the following:

#### **1. ACQUISITION OF REAL PROPERTY**

The Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation) unless from an Agency board member or officer with their consent. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by eminent domain (condemnation) unless from an Agency board member or officer with their consent [§17C-1-206 (1) and (2)(b)].

#### **2. COOPERATION WITH THE COMMUNITY AND PUBLIC ENTITIES**

The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within this Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of community development and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by a public entity without the consent of the public entity. The Agency, however, will seek the cooperation of all public entities that own or intend to acquire property in the Project Area. To the extent allowed by law, the Agency shall impose on all public entities owning real property in the Project Area the planning and design controls contained in this Plan to the end that uses and any future development by public entities will conform to the requirements of this Plan.

#### **3. PROPERTY MANAGEMENT**

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for community development.

#### 4. PROPERTY DISPOSITION AND DEVELOPMENT

The Agency is also authorized, by lawful means, to provide for and promote the community development of the Project Area as described below.

While there are currently no buildings or structures in the Project Area and it is unlikely that there will ever be a need to demolish and clear buildings or structures in the Area, the Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area, should such a need occur, to carry out the purposes of this Plan. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the Project Area, not prohibited by law which are necessary or desirable to carry out this Plan, as well as publicly-owned improvements and infrastructure outside the Project Area that are of benefit to the Project Area. The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area should such a need occur in the future. The Agency is also authorized to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency should such a need occur in the future.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan. All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary or desirable to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project

Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area. During the period of development in the Project Area, the Agency shall require that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers shall be submitted to the Agency for review and approval. All community development must conform to this Plan and all applicable federal, state, and local laws.

For the purpose of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

## **E. APPROVALS**

The City shall approve the design of all development within the Project Area to ensure that development therein is consistent with this Plan.

## **6. HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY THE COMMUNITY DEVELOPMENT [17C-4-103(4)]**

It is the intent of the Agency, with the assistance and participation of private owners, to facilitate new development within the Project Area that includes this objective: the creation of a City Center and an employment center. There has been little activity in the area over the past ten years, since the UDOT road widening, and public assistance is necessary in order to encourage economic development. Further, the Project will strengthen the tax base of all applicable taxing entities, will accomplish community development objectives and create a well-planned community center. The purposes of the Act will be obtained as a result of the proposed community development project by accomplishing the following items:

### **A. ESTABLISHMENT OF NEW BUSINESS**

The project includes significant commercial development which will benefit the State, City and other taxing entities through increased job creation, increased sales tax base, increased property tax base, and increased income taxes paid.

### **B. PUBLIC INFRASTRUCTURE IMPROVEMENTS**

The construction of the public infrastructure improvements as provided by this Plan will support the development contemplated herein and provide for future development in surrounding areas. Infrastructure is an important element of economic development and areas that lack good infrastructure are not able to be competitive in attracting good-quality businesses to locate in their community.

Specifically, this Plan contemplates water reconstruction, storm water reconstruction, street improvements, increased signage and landscaping, establishment of a revolving loan fund for façade renovations and potential economic incentives to attract a major tenant. Further, there are extraordinary costs of development associated with some of the properties in the Project Area, due to the potential cost of demolishing old buildings. Thus, the components of the Project provided in

this Plan will encourage, promote and provide for community development within the Project Area and the City generally for years to come.

## 7. THE PLAN IS CONSISTENT WITH AND WILL CONFORM TO THE COMMUNITY'S GENERAL PLAN [17C-4-103(5)]

This Plan is consistent with the City's General Plan that was updated and approved May 26, 2009. Specifically, the City's mission statement states a desire to "provide quality, affordable services for its citizens, while promoting community pride, fostering economic development and managing growth." This Project Area Plan will foster economic growth.

The General Plan specifically states:

*1700 South, between 1000 West and 2000 West is currently planned for improvements that will dramatically increase traffic movement through the city. Land areas on both the north and south side along this section of 1700 South should be viewed and utilized as "prime" commercial real estate areas. These areas will allow commercial establishments to take advantage of the future high traffic volumes while providing necessary services and commercial opportunities for residents as well as those who may be traveling through the City to visit Antelope Island. As 1700 South is improved and widened to the west of 2000 West, this corridor will evolve as a major commercial corridor in the City, eventually connecting the Town Center with the future North Legacy Parkway. Particular attention should be given to the quality and type of commercial development that occurs along this section of 1700 South as it will become a new gateway to the City and Antelope Island via Legacy Parkway at Bluff and 1700 South. (Syracuse City General Plan, March 11, 2014, p. 13)*

## 8. DESCRIPTION OF ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT [17C-4-103(6)]

The proposed community development project will include a mix of retail, office and residential uses. It is anticipated that approximately 784,799 additional square feet will be built in the area. The City would like to attract a major anchor tenant in order to provide greater economic stability and reduce the current high turnover rates in the area.

Specific projects also include reconstruction and upgrading of public infrastructure improvements, in order to serve the new development anticipated for the area. Other projects may include the establishment of a Revolving Loan Fund for façade improvements, funds for demolition of deteriorating properties where a private developer is involved. Again, no eminent domain is

included as part of this Project Area Plan and demolition of properties would only occur through the voluntary participation of a property owner.

## **9. HOW PRIVATE DEVELOPERS WILL BE SELECTED AND IDENTIFICATION OF CURRENT DEVELOPERS IN THE COMMUNITY DEVELOPMENT PROJECT AREA [17C-4-103(7)]**

### **A. SELECTION OF PRIVATE DEVELOPERS**

No developers have currently been selected for this Project Area. The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property, or sell their property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the community development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency reserves the right pursuant to the provisions of the Act to acquire parcels, to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods.

### **B. IDENTIFICATION OF DEVELOPERS WHO ARE CURRENTLY INVOLVED IN THE PROPOSED COMMUNITY DEVELOPMENT**

No specific developers are currently involved in the proposed Community Development Area.

#### **1. QUALIFIED OWNERS**

Any person wishing to become a developer will be required to own or have the right to purchase all or part of the Project Area.

#### **2. OTHER PARTIES**

If no owner in the Project Area, as described in Subparagraph A above, who possesses the skill, experience and financial resources necessary to become a developer in the Project Area is willing or able to become a developer of all or part of the Project Area, the Agency may identify other qualified persons who may be interested in developing all or part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

#### **3. OWNER PARTICIPATION AGREEMENTS**

The Agency has not entered into nor does it intend to enter into any owner participation agreements or agreements with developers to develop all or part of the Project Area until after the Agency and the City decide whether or not to adopt this Plan for the Project Area. If the Project Area is adopted,

## 10. REASONS FOR THE SELECTION OF THE PROJECT AREA [17C-4-103(8)]

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the community and to move forward the goals and objectives as expressed in the City's General Plan. Additionally, although not required as part of this Plan, it is anticipated that the project will create new jobs.

The Project Area contains a portion of the City that is desirable for commercial development because of: (1) its access and visibility along 1700 South (Antelope Drive) – a major corridor to Antelope Island; and (2) the opportunity to commence public-private partnerships to improve this area of the City and create a City and employment center.

Specific boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency, City staff, economic development consultants, and other technical and legal consultants. Planned treatment of this area is intended to stimulate development to the degree necessary for sound long-term growth in the Project Area and to encourage the development of real property located within the Project Area. Finally, development of the Project Area as a City and Employment Center is an important element in the City's General Plan.

## 11. DESCRIPTION OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA [17C-4-103(9)]

### A. PHYSICAL CONDITIONS

The Project Area consists of approximately 46.79 acres of developable land, or land that currently does not have improvements, including 19.98 acres of vacant land, 21.61 acres of agricultural land, and 5.19 acres of undeveloped exempt land. Total acreage in the Project Area is 66.84 acres. The Project Area contains several buildings, including retail, office, and other commercial buildings, a single-family residence, agricultural structures, and a public works facility.

### B. SOCIAL CONDITIONS

No unusual social conditions were found to exist. Because of the development of land into a mixed use City Center, consistent with the General Plan of the City, this area will take on a new social character that will enhance existing development in the City. The Syracuse Antelope Drive Project Area Plan will bring residents and visitors to the Project Area for shopping and employment. It is anticipated, therefore, that the proposed project area will add to the community's economy, quality of life, and reputation.

### C. ECONOMIC CONDITIONS

The Project Area currently has residential and commercial development; however, 20 percent of the land is tax exempt, and 33 percent has been held in "greenbelt" status and therefore has a very

low taxable value of \$17,635<sup>5</sup> associated with the greenbelt properties only. The total base year taxable value in the Project Area is \$11,450,610.

## 12. TAX INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED WITHIN THE PROJECT AREA [17C-4-103(10)]

The Agency intends to use property tax increment generated within the Project Area to pay part of the costs associated with development of the Project Area. The Agency intends to negotiate and enter into one or more inter-local agreements with Davis County, Davis School District, Weber Basin Water Conservancy, Davis County Mosquito Abatement and North Davis Sewer District to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues may be used to reimburse a private developer for a portion of the cost of the public infrastructure improvements including interest and bonding costs. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for any period of time the Agency and the taxing entities may deem appropriate under the circumstances.

*Specifically, the Agency intends to enter into agreements with each of the taxing entities whereby the Agency will receive 60 percent of the property tax increment for a period of 20 years. The Project Area will trigger no later than December 31, 2020.*

Detailed tax increment information is provided in Appendix D in the Project Area Budget that is attached to this Plan and made a part thereof.

## 13. ANALYSIS OR DESCRIPTION OF THE ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT [17C-4-103(11)]

The public will realize significant benefits from the development of the Community Development Project Area as proposed by this Plan. The Agency's long-term objective in developing the Project Area is to create a high quality City and Employment Center that will diversify the City's economic and tax base and provide employment opportunities to City residents.

In order to facilitate the development contemplated herein, the Agency created the Project Area. The City and the Agency saw the development of the Project as an opportunity to "jump start" the proposed redevelopment by creating a public-private partnership for the project area.

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<sup>5</sup> Source: Davis County Assessor's Office, 2015

## A. BENEFICIAL INFLUENCES ON THE TAX BASE

The incremental taxable value of the area is \$91.67 million over the next 20 years. At that time, the incremental property tax revenues to all taxing entities should reach over \$1.29 million per year. In addition, the development will generate sales tax revenues and municipal energy (“franchise”) tax revenues.

In addition to tax revenues, the project will generate other revenues including Class B/C Road Funds, business license fees, charges for services, and one-time fees such as building permits and impact fees.

## B. ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY

Business and economic activity likely to be derived includes business and employee expenditures, as well as construction expenditures.

### 1. BUSINESS AND EMPLOYEE EXPENDITURES

It is anticipated that employees and business owners in the Syracuse Antelope Drive CDA Project Area will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These purchases will likely increase employment opportunities in the related areas of business equipment, furniture and furnishings, business supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services, transportation and delivery services.

A summary of benefits is as follows:

- Provide an increase in direct purchases in the City.
- Provide economic diversification within the City and Davis County.
- Encourage economic development in order for a public or private employer to create additional jobs in the community.
- Complement existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region.
- Another benefit will be the expenditure of income by employees filling the new positions. The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.) The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

## 2. CONSTRUCTION EXPENDITURES

Economic activity associated with the development will include construction activity. Market value of the project is expected to reach \$91.67 million. This will create a significant number of construction jobs.

## APPENDIX A: PROJECT AREA MAP AND LAYOUT OF PRINCIPAL STREETS



## APPENDIX B: LEGAL DESCRIPTION

A portion of the N1/2 of Section 15 and the SW1/4 of Section 10, all in Township 4 North, Range 2 West, Salt Lake Base & Meridian, located in Syracuse City, Utah, more particularly described as follows:

Beginning at a point North89°40'57"West, along the North line of said Section 15, a distance of 363.00 feet from the Northeast corner of Section 15, Township 4 North, Range 2 West, Salt Lake Base & Meridian; thence South 00°09'08"West, a distance of 60.00 feet to the Northeast corner of Lot 2 of Colby Crossing Subdivision; thence South 00°09'08"West along the East line of said Lot 2, a distance of 228.00 feet to the Southeast corner of said Lot 2 and also being a point on the North line of Desertscape Subdivision Amended; thence North89°58'46"East along the North line of Desertscape Subdivision Amended, a distance of 330.00 feet to a point on the Westerly right-of-way line of 1000 West Street and the Northeast corner of Desertscape Subdivision; thence South 00°09'08"West along the east line of Desertscape Subdivision Amended and lying parallel with and 33.00 feet west of the section line, a distance of 371.53 feet to the Southeast corner of Desertscape Subdivision Amended; thence South89°58'36"West, along the south line of said Desertscape Subdivision Amended, a distance of 1295.53 feet to the Southwest corner of said Desertscape Subdivision Amended and the Northeast corner of Antelope Run Subdivision; thence South89°58'15"West, along the North side of Antelope Run Subdivision, a distance of 880.06 feet; thence North00°07'16"East, a distance of 1.40 feet; thence South89°58'15"West, a distance of 448.50 feet to the Northwest corner of said Antelope Run Subdivision and a point on the East line of Allison Acres Subdivision No.2; thence North00°07'16"East, along the East line of Allison Acres Subdivision No. 2 and Allison Acres Subdivision No. 1, a distance of 572.70 feet; thence South89°58'46"West, a distance of 258.89 feet to a point on the West line of the parcel recorded in the Davis County Recorders Office, Book 4405, Page 181, Entry Number 2319383 (Parcel 12-085-0035); thence South00°07'16"West, along the West line of said parcel 12-085-0035, a distance of 103.00 feet to a point on the North line of Allison Acres Subdivision No. 1; thence along the North and West boundary line of Allison Acres Subdivision No. 1 the following four courses; (1) , South89°58'46"West, a distance of 6.69 feet; (2) South00°07'16"West, a distance of 41.00 feet; (3) South89°58'46"West, a distance of 66.39 feet to the Northwest corner of Allison Acres Subdivision No. 1; (4) South00°07'02"East, a distance of 148.14 feet to the Southwest corner of Allison Acres Subdivision No. 1; thence South00°07'02"East, along the Westerly line of Allison Acres Subdivision No.2, a distance of 117.45 feet to the NE corner of Wheatland Estates Phase 1; thence S89°58'46"W, along the North line of Wheatland Estates Phase 1, a distance of 329.69 feet more or less to the Northwest corner of Wheatland Estates Phase 1 and the Northeast corner of Hills Boro Subdivision Phase 2; thence West, along the North line of Hills Boro Subdivision Phase 2 and Phase 1, a distance of 670.81 feet to the Northwest corner of Hills Boro Subdivision Phase 1 and a point on the East line of Walker Estates Subdivision; thence North00°09'27"West, along the East line of Walker Estates Subdivision, a distance of 28.49 feet to the Northeast corner of Walker Estates Subdivision; thence S89°58'46"W, along the South line of Heritage Lane Commercial Plaza PUD, a distance of 609.80 feet to the Easterly right-of-way line of Heritage Lane; thence North along the East right-of-way line of Heritage Lane and the arc of a 70.00 foot radius curve to the right (center bears South89°56'59"East, cord bears North17°08'02"East 41.13 feet with a central angle of 34°10'03"), a distance of 41.74 feet; thence North34°13'03"East along the East right-of-way line of Heritage Lane, a distance of 269.39 feet; thence North along the East right-of-way line of Heritage Lane and the arc of a 130.00 foot radius curve to the left (center bears North55°46'57"West, cord bears North17°05'55"East 76.53 feet with a central angle of 34°14'17"), a distance of 77.68 feet; thence North00°01'14"West, partially along the East right-of-way line of Heritage Lane, a distance of 164.85 feet to a point on the North line of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence North89°40'57"West along said Section line, a distance of 803.39 feet; thence North, a distance of 81.12 feet to a point on the North right-of-way line of 1700 South Street; thence North44°35'02"West, along the North line of 1700 South Street and the East line of 2000 West Street, a distance of 43.17 feet; thence North00°29'39"East, along the east right-of-way line of 2000 West Street, a distance of 185.30 feet; thence South89°40'57"East; a distance of 334.04 feet; thence North00°29'59"East, a distance of 2.30 feet, thence South89°40'57"East, a distance of 292.85 feet, thence South00°09'42"West, a distance of 5.19 feet to the Northwest corner of the parcel recorded in the Davis County Recorders Office, Book 4570, Page 199, Entry Number 2378279 (parcel 12-052-0052); thence East, along the north line of parcel 12-052-0052, a distance of 81.70 feet to the Northeast corner of parcel 12-052-0052 and the Northwest corner of the parcel recorded in the Davis County Recorders Office, Book 4664, Page 1132, Entry Number 2406959 (parcel 12-052-0159); thence South89°40'57"East, along the North line of parcel 12-052-0159, a distance of 226.05 feet to the Northeast corner of parcel 12-052-0159; thence South00°01'14"West, along the West line of the parcel recorded in the Davis County Recorders Office, Book 4781, Page 753, Entry Number 2452911 (parcel 12-052-0165), a distance of 235.80 feet to the North right-of-way line of 1700 South Street; thence South 67.80 feet to a point on the North line of said section 15, thence South89°40'57"East, along the North line of said section 15, a distance of 3948.62 feet to the point of beginning.

Excepting therefrom said parcel 12-085-0035.

## APPENDIX C: LIST OF PARCELS

| Parcel Number | Tax District | 2015 Taxable Value | Area | Acres | Legal Description                                                                                                                                                                                        |
|---------------|--------------|--------------------|------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 120860098     | 54           | \$3,343            | 3    | 0.54  | A TRACT OF LAND IN FEE, BEING ALL OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 SW 1/4 OF SEC 10-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT A PT 696.30 FT (RECORD 10.5   |
| 120860100     | 54           | \$0                | 3    | 0.39  | ALL OF LOT 2, SUITE B, HERITAGE LANE COMMERCIAL PLAZA PUD. CONTAINS 0.29 ACRES                                                                                                                           |
| 120860104     | 54           | \$0                | 3    | 1.13  | ALL OF LOT 3 SUITE C, HERITAGE LANE COMMERCIAL PLAZA PUD CONTAINS 0.37 ACRES                                                                                                                             |
| 120860105     | 54           | \$0                | 3    | 3.07  | ALL OF LOT 4 SUITE D, HERITAGE LANE COMMERCIAL PLAZA PUD CONTAINS 0.29 ACRES                                                                                                                             |
| 120860103     | 54           | \$0                | 3    | 0.68  | BEG 100 RODS E & 18 RODS S FR NW COR SEC 15-T4N-R2W, SLM; S 231.54 FT TO THE N LINE OF HILLS BORO SUBDIVISION PHASE 2; TH E 11 RODS, M/L; TH N 231.95 FT, M/L; TH W 5 RODS; TH N 2 RODS; TH W 5 RODS; TH |
| 126910003     | 54           | \$525,000          | 3    | 1.01  | ALL OF UNIT 101, HERITAGE LANE BUSINESS CONDOMINIUMS                                                                                                                                                     |
| 125420008     | 54           | \$0                | 3    | 0.94  | ALL OF UNIT 103, HERITAGE LANE BUSINESS CONDOMINIUMS.                                                                                                                                                    |
| 120860095     | 54           | \$0                | 3    | 0.95  | ALL OF UNIT 102, HERITAGE LANE BUSINESS CONDOMINIUMS.                                                                                                                                                    |
| 126910002     | 54           | \$287,496          | 3    | 0.94  | COMMON AREA OF HERITAGE LANE BUSINESS CONDOMINIUMS AS DEFINED BY PLAT RECORDED 12-10-2002 AS ENTRY NUMBER 1811792 BOOK 3183 PAGE 203 CONT. 0.057 ACRES. THE INFORMATION SHOWN ON THIS PARCEL NUM         |
| 125420005     | 54           | \$0                | 3    | 0.95  | A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECT  |
|               |              |                    |      |       |                                                                                                                                                                                                          |
| 126910004     | 54           | \$485,000          | 3    | 0.42  | A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECT  |
| 126910005     | 54           | \$715,000          | 3    | 0.42  | A TRACT OF LAND IN FEE BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSEC   |
| 126910006     | 54           | \$840,000          | 3    | 0.58  | A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT                                                                    |

| Parcel Number | Tax District | 2015 Taxable Value | Area | Acres | Legal Description                                                                                                                                                                                        |
|---------------|--------------|--------------------|------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               |              |                    |      |       | OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE B                                                                                                                                        |
| 126910007     | 54           | \$313,632          | 3    | 0.02  | PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE                                                                                          |
| 120860106     | 54           | \$8,752            | 1    | 0.65  | A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERS   |
| 127680002     | 54           | \$1,669,044        | 3    | 0.10  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
| 127680001     | 54           | \$2,490,000        | 3    | 0.34  | A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERS   |
| 120850087     | 54           | \$0                | 3    | 0.38  | A TRACT OF LAND IN FEE, BEING ALL OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT A PT 33.00 FT S & 258.00 FT W   |
| 123800002     | 54           | \$1,170,000        | 3    | 0.65  | COMMON AREA OF HERITAGE LANE COMMERCIAL PLAZA PUD, AS DEFINED BY PLAT RECORDED 2-8-2000, AS E# 1574055, BK 2613, PG 67. CONTAINS 3.20 ACRES LESS & EXCEPTING: A PARCEL OF LAND IN FEE, FOR THE W         |
| 123800003     | 54           | \$120,877          | 3    | 0.37  | A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 OF SEC 15 & WALKER ESTATES, A COMMUNITY |
| 123800004     | 54           | \$94,740           | 3    | 0.30  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
| 120850085     | 54           | \$39,488           | 3    | 0.56  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN HERITAGE LANE COMMERCIAL PLAZA PUD, A SUB IN THE  |
| 124990101     | 54           | \$325,000          | 3    | 0.61  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN HERITAGE LANE COMMERCIAL PLAZA PUD, A SUB IN THE  |

| Parcel Number | Tax District | 2015 Taxable Value | Area | Acres | Legal Description                                                                                                                                                                                        |
|---------------|--------------|--------------------|------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 124990103     | 54           | \$165,000          | 3    | 0.39  | BEG 11.50 CHAINS E & S 00°19'03" W 33.00 FT OF NW COR OF SEC 15-T4N-R2W, SLM; TH S 89°40'57" E 60.84 FT; TH SE'LY 7.22 FT ALG THE ARC OF A 30.00 FT RAD CURVE TO THE RIGHT (CHORD BEARS S 45°26'59" E 7. |
| 124990102     | 54           | \$165,000          | 3    | 5.65  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN HERITAGE LANE COMMERCIAL PLAZA PUD, A SUB IN THE  |
| 124990104     | 54           | \$0                | 3    | 2.63  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
| 120850090     | 54           | \$0                | 3    | 0.17  | A PART OF THE NW 1/4 OF SEC 15-T4N-R2W, SLM; BEG AT A PT ON THE N LINE OF SD 1/4 SEC, WHIS 1141.34 FT N 89°58'46" E ALG SD N LINE & S 00°07'21" W 76.34 FT FR THE NW COR OF SD 1/4 SEC; TH E'LY 119.06   |
| 120850091     | 54           | \$0                | 3    | 0.95  | BEG 1328.65 FT W & S 00°08'38" W 87.00 FT FROM NE COR OF NW 1/4 OF NE 1/4 SEC 15-T4N-R2W, SLM; TH S 572.70 FT; TH E 382.50 FT, M/L, TO A PT ON THE W LINE OF PARCEL 2 RECORDED IN BK 3669 PG 866; TH NW  |
| 120850089     | 54           | \$0                | 3    | 6.53  | A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSE  |
| 120850095     | 54           | \$0                | 3    | 1.34  | A TRACT OF LAND IN FEE, BEING ALL OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT A PT 1666.50 FT (RECORD 101 RO  |
| 120850094     | 54           | \$0                | 3    | 6.62  | A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 SW 1/4 OF SEC 10-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERS   |
| 120850096     | 54           | \$0                | 3    | 0.57  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
| 120850097     | 54           | \$0                | 3    | 0.02  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
| 120850098     | 54           | \$0                | 3    | 4.84  | BEG 555 FT W FR THE NE COR OF THE NW 1/4 OF SEC 15-T4N-R2W, SLB&M; & RUN TH S 14 RODS; TH W 80                                                                                                           |

| Parcel Number | Tax District | 2015 Taxable Value | Area | Acres | Legal Description                                                                                                                                                                                        |
|---------------|--------------|--------------------|------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               |              |                    |      |       | FT; TH N 14 RODS; TH E 80 FT TO THE POB. CONT. 0.427 ACRES EXCEPTING THEREFR THE FOLLOWING: A PA                                                                                                         |
| 120850099     | 54           | \$0                | 3    | 0.43  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 SW 1/4 OF SEC 10-T4N-R2W, SLB&M. THE   |
| 120860102     | 54           | \$0                | 3    | 0.28  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M    |
| 123800006     | 54           | \$0                | 3    | 0.50  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M; THE B |
| 120850101     | 54           | \$0                | 3    | 0.31  | A PARCEL OF LAND IN FEE, INCIDENT TO THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W,  |
| 120860099     | 54           | \$0                | 3    | 0.15  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M    |
| 123800007     | 54           | \$0                | 3    | 1.05  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M, T |
| 123800009     | 54           | \$0                | 3    | 0.16  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
| 120860101     | 54           | \$0                | 3    | 1.73  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M    |
| 123800008     | 54           | \$0                | 3    | 0.83  | A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 SW 1/4 OF SEC 10-T4N-R2W, SLB&M. THE B  |
| 120850105     | 54           | \$0                | 3    | 0.17  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENITRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-                  |

| Parcel Number | Tax District | 2015 Taxable Value | Area | Acres | Legal Description                                                                                                                                                                                        |
|---------------|--------------|--------------------|------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               |              |                    |      |       | R2W, SLM, THE BND                                                                                                                                                                                        |
| 120850104     | 54           | \$145,000          | 3    | 0.29  | ALLOFLOT3,DESERTSCAPE SUBDIVISION. CONT. 0.25000 ACRES.                                                                                                                                                  |
| 120850029     | 54           | \$0                | 3    | 1.75  | A TRACT OF LAND IN FEE, BEING ALL OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM, THE BNDRY OF SDTRACT OF LAND ARE DESC AS FOLLOWS: BEG ON THE S LN OF A STR 33.00 FT S &   |
| 120860096     | 54           | \$0                | 3    | 0.12  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M.       |
| 120850108     | 54           | \$0                | 3    | 0.42  | BEG AT A PT 40 RODS W OF NE COR OF NW 1/4 OF SEC 15-T4N-R2W, SLM; TH S 529.58 FT, M/L, TO N LINE OF HILLS BORO SUB PHASE 2; TH W 9 RODS; TH N 231.95 FT, M/L, TO A PT 264 FT S OF S LINE OF A STR; THE   |
| 120850109     | 54           | \$72,556           | 3    | 0.11  | BEG AT A PT WH IS 1838.00 FT, M/L, S 89°40'57" E ALG THE SEC LINE & 86.96 FT S 0°19'03" W TO A PT 55.00 FT PERP'LY DISTANT S'LY FR THE CENTERLINE OF A PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 5 |
| 120860094     | 54           | \$0                | 3    | 0.15  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-                      |
| 120850111     | 54           | \$0                | 3    | 0.47  | BEG AT A PT 5 CHAINS W & S 0°19'03" W 86.98 FT FR NE COR OF NW 1/4 SEC 15-T4N-R2W, SLM; TH W 165 FT; TH S 75.03 FT; TH W 60 FT; TH S 69 FT; TH W 80 FT; TH N 144.03 FT; TH W 25 FT; TH S 442.625 FT; TH  |
| 120850116     | 54           | \$0                | 3    | 0.01  | BEG N 89°59'50" W 393.71 FT ALG SEC LN & S 0°11'26" W 52.36 FT FR NE COR OF NW 1/4 SEC 14-T4N-R2W, SLM; TH W'LY ALG THE ARC OF A 10,050.00 FT RAD CURVE TO THE RIGHT 230.29 FT (LC BEARS S 89°20'48" W 2 |
| 120850088     | 54           | \$0                | 3    | 0.21  | BEG 2,350.92 FT E & S 0°11'26" W 49.82 FT E FR NW COR OF SEC 14-T4N-R2W, SLM; TH S 75.18 FT; TH W 100 FT; TH N 72.64 FT; TH E'LY 30.17 FT ALG THE ARC OF A 10,055.00 FT RADIUS CURVE TO THE LEFT (LC BEA |
| 120850031     | 54           | \$0                | 3    | 0.05  | BEG ON W LN OF ST N 0°07'41"E 896.0 FT ALG THE SEC LN & S 89°58'46"W 33.0 FT PARA TO S SEC LN FR SE COR OF SEC 10, T4N-R2W; SLM: TH N 0°07'41"E 100 FT ALG W LN OF SD ST; TH S 89°58'46"                 |
| 120850112     | 54           | \$0                | 3    | 0.38  | BEG ON W LN OF ST, 1000 W ST, AT PT N 0°07'41"E 396 FT ALG SEC LN & S 89° 58'46"W 33 FT PARA TO S LN OF SD SEC FR SE COR SEC 10; T4N-R2W; SLM: TH S 89°58'46"W 183.33 FT, M OR L, TO E LN                |
| 120850086     | 54           | \$94,868           | 3    | 0.23  | A PT OF THE NW 1/4 OF SEC 14-T4N-R2W, SLM; BEG AT A PT ON THE S LINE OF 1700 S STR AS WIDENED TO 55.00 FT HALF-WIDTH BEING 472.56 FT S 89°59'50" E ALG THE SEC LINE & 55.00 FT S 0°09'08" W FR THE NW CO |

| Parcel Number | Tax District | 2015 Taxable Value | Area | Acres | Legal Description                                                                                                                                                                                        |
|---------------|--------------|--------------------|------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 120850115     | 54           | \$77,005           | 3    | 0.46  | A PT OF THE NW 1/4 OF SEC 14-T4N-R2W, SLM; BEG AT A PT 621.92 FT S 89°59'50" E ALG THE SEC LINE & 339.44 FT S 0°00'10" W FR THE NW COR OF SD SEC 14; & RUN TH S 0°00'10" W 134.50 FT; TH N 89°59'50" W 1 |
| 120850117     | 54           | \$0                | 3    | 0.07  | BEG AT A PT N 89°59'49" W 295.99 FT ALG THE SEC LINE & S 355.27 FT & S 89°53'53" W 141.2 FT, M/L, FR THE NE COR OF THE NW 1/4 OF SEC 14-T4N-R2W, SLM; & RUN TH N 89°59'50" W 258.80 FT; TH S 0°11'26" W  |
| 120850119     | 54           | \$190,651          | 3    | 0.16  | BEG AT A PT 216.33 FT W & N 33 FT & N 00°19'14" E 15.18 FT FR SE COR SEC 10-T4N-R2W, SLM; SD PT BEING ON THE N LINE OF PPTY CONV IN WARRANTY DEED RECORDED 04/17/2008 AS E# 2357777 BK 4514 PG 115; SD P |
| 120520052     | 54           | \$0                | 3    | 0.26  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE SE 1/4 SE 1/4 OF SEC 10-T4N-R2W, SLB&M. THE   |
| 120520159     | 54           | \$0                | 3    | 0.33  | A PART OF THE NW 1/4 OF SEC 14-T4N-R2W, SLM; BEG AT A PT ON THE S LINE OF 1700 SOUTH STR AS WIDENED TO 55.00 FT HALF-WIDTH BEING 51.00 FT S 89°59'50" E ALG THE SEC LINE & 55.00 FT S 0°09'08" W & S 89° |
| 120520158     | 54           | \$0                | 3    | 0.05  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO 0108, BEING PART OF AN ENTIRE TRACT OF PROP, SIT IN THE NW 1/4 NW 1/4 OF SEC 14-T4N-R2W, SLB&M, TH |
| 120520163     | 54           | \$1,453,158        | 3    | 0.40  | BEG AT A PT S 89°59'50(") E ALG THE SEC LINE 1174.85 FT & S 00°10'10" W 218.00 FT (RECORD 1173.33 FT E & 218.00 FT S) FR THE NW COR OF SEC 14-T4N-R2W, SLB&M, SD PT BEING THE SW COR OF LOT 4, SYRACUSE  |
| 120520164     | 54           | \$0                | 3    | 0.04  | BEG ON W LINE OF STR N 0°07'41" E 796.0 FT ALG SEC LINE & S 89°58'46" W 33 FT PARALLEL TO S LINE SD SEC FR SE COR SEC 10-T4N-R2W, SLM; TH N 0°07'41" E 100 FT ALG W LINE SD STR; TH S 89°58'46" W 411.18 |
| 120860093     | 54           | \$0                | 3    | 0.20  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
|               |              |                    |      |       |                                                                                                                                                                                                          |



# APPENDIX D: PROJECT AREA BUDGET



## **RESOLUTION RDA16-05**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH DAVIS COUNTY REGARDING THE SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) on March 8, 2016 authorized the creation of a draft plan for the Syracuse Antelope Drive Community Development Area (the “Project”); and

**WHEREAS**, the Agency and County are authorized, pursuant to Title, 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes; and

**WHEREAS**, pursuant to Title 17C, Chapter 4, Section 201, Utah Code Annotated, the County may express its participation through an interlocal agreement; and

**WHEREAS**, Davis County, on July 5, 2016, expressed its consent by authorizing the execution of the Interlocal Agreement Between the Syracuse City Redevelopment Agency and Davis County (the “Agreement”), related to the Project; and

**WHEREAS**, the Agency finds that execution of the Agreement and the commencement of the Project will be in the best interests of the City and provide opportunities for growth and development, job creation, and economic prosperity,

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

**Section 1. Approval.** The Agreement, attached as Exhibit A, is approved by the Agency Board, and the Executive Director is authorized to execute the Agreement.

**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 effective date of the Agreement shall be the soonest date after all applicable provisions of the Utah Interlocal Cooperation Act have been satisfied in order to trigger the effective date of the Interlocal Agreement.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, THIS 9<sup>th</sup> DAY OF AUGUST, 2016.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
Secretary

By: \_\_\_\_\_  
Terry Palmer  
Executive Director

Voting by the Agency:

|          | “AYE” | “NAY” |
|----------|-------|-------|
| Anderson | _____ | _____ |
| Bolduc   | _____ | _____ |
| Gailey   | _____ | _____ |
| Lisonbee | _____ | _____ |
| Maughan  | _____ | _____ |

**EXHIBIT “A”**

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND DAVIS COUNTY**

**THIS INTERLOCAL AGREEMENT BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND DAVIS COUNTY** (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **DAVIS COUNTY** (the "County") (collectively, the "Parties").

**RECITALS**

- A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On March 8, 2016, the Agency authorized the preparation of the Syracuse Antelope Drive Community Development Project Area (the "Project Area"), and has prepared a draft community development project area plan for the Project Area, a copy of which is attached hereto as exhibit "A" and incorporated herein by this reference (referred to in this Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the Antelope Drive area between 1000 West and 2000 West (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan prior to September 1, 2016; and
- D. The County and the Agency have determined that it is in the best interests of the County to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the County to consent to the payment to the Agency of a portion of the County's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the County to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the County desires to authorize the payment to the Agency of a portion of the County's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. as amended (the "Cooperation Act").

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. County's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the County hereby agrees and

consents that the Agency shall be paid sixty percent (60%) of the County share of the Tax Increment from the Project Area (the "County Share") for t w e n t y (20) years, starting no later than January 1, 2021, with the base year being 2016. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2016 base taxable value of the Project Area is approximately eleven million four-hundred fifty thousand six-hundred ten dollars (\$11,450,610), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. The County Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the County's then current tax levy rate.

- b. The County shall pay directly to the Agency the County Share in accordance with Utah Code Ann. § 17C-4-203 for the 20-year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the County Share under this Agreement, or (ii) renegotiate this Agreement with the County to provide for the payment of the County Share for the remainder of all or a portion of the originally contemplated 20-year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project costs will not extend over a period longer than twenty (20) years. In no case shall the total County Tax Increment collected by the Agency exceed Two-million one-hundred thousand dollars (\$2,100,000.00), and in no case shall the total County Library Tax Increment collected by the Agency exceed four-hundred thousand dollars (\$400,000.00).
- d. Notwithstanding anything to the contrary in this Agreement, in the Project Area Plan, in the Act, or in the Cooperation Act, none of the County Share shall be used for environmental cleanup or remediation of water or aquifers or for the purchase or development of municipal and/or industrial water, including, but not limited to, purchase, treatment, or storage other than infrastructure owned and used by Syracuse City in its delivery of water.

## **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project area shall require ninety percent (90%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The City Share shall be paid to the Agency for twenty (20) years, with the base year being 2016. No caps shall apply to the City's share of the Tax Increment.

## **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the County with a copy of such revised Project Area Plan. If the County approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the Project Area Plan.

## **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the County Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

#### **5. County Administration Fee.**

The Agency agrees to remit to the County 2% of the total annual Tax Increment (the "County Administration Fee"), which is actually paid to the Agency during the Tax Increment collection period, which period is described in Section 1 of this Agreement. The purpose of the County Administration Fee is to further help the County to offset its costs related to administration and management of the Project Area. The County Administration Fee shall not be paid out of, or relate in any way to the 40% portion of the County's Tax Increment that is not paid to the Agency.

#### **6. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

#### **7. No Third Party Beneficiary.**

Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

#### **8. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

#### **9. Interlocal Cooperation Act.**

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. § 11-13-209;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the County Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such

Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2040;

- f. Following the execution of this Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Area in accordance with § 17C-4-202;
- g. The Parties agree that they do not, by this Agreement, create an interlocal entity;
- h. There is no financial or joint or cooperative undertaking and no joint or cooperative budget shall be established or maintained;
- i. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

#### **10. Modification and Amendment.**

Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

#### **11. Further Assurance.**

Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

#### **12. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

#### **13. Severability.**

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

#### **14. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

#### **15. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand

delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and provided in writing to the other party:

|                       |                                                                                                                           |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------|
| <u>To the Agency:</u> | <u>To the County:</u><br><br>Davis County<br>Attn: Chair, Davis County Commission<br>P.O. Box 618<br>Farmington, UT 84025 |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------|

**16. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

**17. Benefits.**

The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. County employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the County for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

**18. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

**19. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement

and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

**20. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

**21. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

**22. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

---

TERRY PALMER, CHAIR

---

Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

---

Paul H. Roberts, Agency Attorney

**DAVIS COUNTY**

---

John Petroff, Jr., Chair  
Board of Davis County Commissioners

**ATTEST:**

---

Curtis Koch, Davis County Clerk/Auditor

**Attorney Review For the County**

The undersigned, an attorney for the \_\_\_\_\_, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Davis County**

**Exhibit A**  
Project Area Plan

## **RESOLUTION RDA16-06**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH DAVIS SCHOOL DISTRICT REGARDING THE SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) on March 8, 2016 authorized the creation of a draft plan for the Syracuse Antelope Drive Community Development Area (the “Project”); and

**WHEREAS**, the Agency and County are authorized, pursuant to Title, 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes; and

**WHEREAS**, pursuant to Title 17C, Chapter 4, Section 201, Utah Code Annotated, the County may express its participation through an interlocal agreement; and

**WHEREAS**, Davis School District, on August 2, 2016, expressed its consent by authorizing the execution of the Interlocal Agreement Between the Syracuse City Redevelopment Agency and Davis County (the “Agreement”), related to the Project; and

**WHEREAS**, the Agency finds that execution of the Agreement and the commencement of the Project will be in the best interests of the City and provide opportunities for growth and development, job creation, and economic prosperity,

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

**Section 1. Approval.** The Agreement, attached as Exhibit A, is approved by the Agency Board, and the Executive Director is authorized to execute the Agreement.

**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 effective date of the Agreement shall be the soonest date after all applicable provisions of the Utah Interlocal Cooperation Act have been satisfied in order to trigger the effective date of the Interlocal Agreement.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, THIS 9<sup>th</sup> DAY OF AUGUST, 2016.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
Secretary

By: \_\_\_\_\_  
Terry Palmer  
Executive Director

Voting by the Agency:

|          | “AYE” | “NAY” |
|----------|-------|-------|
| Anderson | _____ | _____ |
| Bolduc   | _____ | _____ |
| Gailey   | _____ | _____ |
| Lisonbee | _____ | _____ |
| Maughan  | _____ | _____ |

**EXHIBIT “A”**

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND DAVIS SCHOOL DISTRICT**

**THIS INTERLOCAL AGREEMENT BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND DAVIS SCHOOL DISTRICT** (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **DAVIS SCHOOL DISTRICT** (the "District") (collectively, the "Parties").

**RECITALS**

- A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On March 8, 2016, the Agency authorized the preparation of the Syracuse Antelope Drive Community Development Project Area (the "Project Area"), and has prepared a draft community development project area plan for the Project Area, a copy of which is attached hereto as exhibit "A" and incorporated herein by this reference (referred to in this Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the Antelope Drive area between 1000 West and 2000 West (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan prior to September 1, 2016; and
- D. The District and the Agency have determined that it is in the best interests of the District to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the District desires to authorize the payment to the Agency of a portion of the District's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. as amended (the "Cooperation Act").

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. District's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the District hereby agrees and

consents that the Agency shall be paid sixty percent (60%) of the District share of the Tax Increment from the Project Area (the "District Share") for t w e n t y (20) years, starting no later than January 1, 2021, with the base year being 2016. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2016 base taxable value of the Project Area is approximately eleven-million four-hundred fifty thousand six-hundred ten dollars (\$11,450,610.00), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. The District Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the District's then current tax levy rate.

- b. Davis County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the 20-year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated 20-year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project costs will not extend over a period longer than twenty (20) years. In no case shall the total District Tax Increment collected by the Agency exceed Eight-million two-hundred thousand dollars (\$8,200,000.00).
- d. Notwithstanding anything to the contrary in this Agreement, in the Project Area Plan, in the Act, or in the Cooperation Act, none of the District Share shall be used for environmental cleanup or remediation of water or aquifers or for the purchase or development of municipal and/or industrial water, including, but not limited to, purchase, treatment, or storage other than infrastructure owned and used by Syracuse City in its delivery of water.

## **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project area shall require ninety percent (90%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The City Share shall be paid to the Agency for twenty (20) years, with the base year being 2016. No caps shall apply to the City's share of the Tax Increment.

## **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the Project Area Plan.

## **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply

the District Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

#### **5. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

#### **6. No Third Party Beneficiary.**

Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

#### **7. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

#### **8. Interlocal Cooperation Act.**

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. § 11-13-209;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the District Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2040;
- f. Following the execution of this Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Area in accordance with § 17C-4-202;
- g. The Parties agree that they do not, by this Agreement, create an interlocal entity;
- h. There is no financial or joint or cooperative undertaking and no joint or cooperative budget shall be established or maintained;
- i. No real or personal property will be acquired, held or disposed of or used in

conjunction with a joint or cooperative undertaking.

**9. Modification and Amendment.**

Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

**10. Further Assurance.**

Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

**11. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

**12. Severability.**

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

**13. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

**15. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and provided in writing to the other party:

|                                                                                                                          |                                |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <p><u>To the Agency:</u></p> <p>Syracuse City<br/>Attn: City Manager<br/>1979 West 1900 South<br/>Syracuse, UT 84075</p> | <p><u>To the District:</u></p> |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------|

## **16. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

## **17. Benefits.**

The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. District employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the District for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

## **18. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

## **19. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

## **20. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance

of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

**21. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

**22. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

\_\_\_\_\_  
TERRY PALMER, CHAIR

\_\_\_\_\_  
Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

\_\_\_\_\_  
Paul H. Roberts, Agency Attorney

**DAVIS SCHOOL DISTRICT**

---

**ATTEST:**

---

**Attorney Review For the District**

The undersigned, an attorney for the \_\_\_\_\_, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

---

**Attorney for District**

**Exhibit A**  
Project Area Plan

## **RESOLUTION RDA16-07**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH MOSQUITO ABATEMENT DISTRICT – DAVIS REGARDING THE SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) on March 8, 2016 authorized the creation of a draft plan for the Syracuse Antelope Drive Community Development Area (the “Project”); and

**WHEREAS**, the Agency and County are authorized, pursuant to Title, 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes; and

**WHEREAS**, pursuant to Title 17C, Chapter 4, Section 201, Utah Code Annotated, the County may express its participation through an interlocal agreement; and

**WHEREAS**, Mosquito Abatement District - Davis, on July 14, 2016, expressed its consent by authorizing the execution of the Interlocal Agreement Between the Syracuse City Redevelopment Agency and Davis County (the “Agreement”), related to the Project; and

**WHEREAS**, the Agency finds that execution of the Agreement and the commencement of the Project will be in the best interests of the City and provide opportunities for growth and development, job creation, and economic prosperity,

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

**Section 1. Approval.** The Agreement, attached as Exhibit A, is approved by the Agency Board, and the Executive Director is authorized to execute the Agreement.

**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 effective date of the Agreement shall be the soonest date after all applicable provisions of the Utah Interlocal Cooperation Act have been satisfied in order to trigger the effective date of the Interlocal Agreement.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, THIS 9<sup>th</sup> DAY OF AUGUST, 2016.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
Secretary

By: \_\_\_\_\_  
Terry Palmer  
Executive Director

Voting by the Agency:

|          | “AYE” | “NAY” |
|----------|-------|-------|
| Anderson | _____ | _____ |
| Bolduc   | _____ | _____ |
| Gailey   | _____ | _____ |
| Lisonbee | _____ | _____ |
| Maughan  | _____ | _____ |

**EXHIBIT “A”**

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND MOSQUITO ABATEMENT DISTRICT - DAVIS**

**THIS INTERLOCAL AGREEMENT** BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND MOSQUITO ABATEMENT DISTRICT - DAVIS (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **MOSQUITO ABATEMENT DISTRICT - DAVIS** (the "District") (collectively, the "Parties").

**RECITALS**

- A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On March 8, 2016, the Agency authorized the preparation of the Syracuse Antelope Drive Community Development Project Area (the "Project Area"), and has prepared a draft community development project area plan for the Project Area, a copy of which is attached hereto as exhibit "A" and incorporated herein by this reference (referred to in this Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the Antelope Drive area between 1000 West and 2000 West (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan prior to September 1, 2016; and
- D. The District and the Agency have determined that it is in the best interests of the District to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the District desires to authorize the payment to the Agency of a portion of the District's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. as amended (the "Cooperation Act").

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. District's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the District hereby agrees and consents that the Agency shall be paid sixty percent (60%) of the District share of the Tax Increment from the Project Area (the "District Share") for t w e n t y (20) years, starting no later than January 1, 2021, with the base year being 2016. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2016 base taxable value of the Project Area is approximately eleven-million four-hundred fifty thousand six-hundred ten dollars (\$11,450,610.00), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. The District Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the District's then current tax levy rate.
  - b. Davis County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the 20-year period described in Section 1.a. above.
  - c. Notwithstanding the foregoing, if the Agency receives less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated 20-year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project costs will not extend over a period longer than twenty (20) years. In no case shall the total District Tax Increment collected by the Agency exceed One-hundred ten thousand dollars (\$110,000.00).
  - d. Notwithstanding anything to the contrary in this Agreement, in the Project Area Plan, in the Act, or in the Cooperation Act, none of the District Share shall be used for environmental cleanup or remediation of water or aquifers or for the purchase or development of municipal and/or industrial water, including, but not limited to, purchase, treatment, or storage other than infrastructure owned and used by Syracuse City in its delivery of water.

## **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project area shall require ninety percent (90%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The City Share shall be paid to the Agency for twenty (20) years, with the base year being 2016. No caps shall apply to the City's share of the Tax Increment.

## **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the Project Area Plan.

## **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

#### **5. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

#### **6. No Third Party Beneficiary.**

Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

#### **7. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

#### **8. Interlocal Cooperation Act.**

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. §11-13-202.5;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. §11-13-209;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the District Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2040;
- f. Following the execution of this Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Area in accordance with § 17C-4-202;
- g. The Parties agree that they do not, by this Agreement, create an interlocal entity;
- h. There is no financial or joint or cooperative undertaking and no joint or cooperative budget shall be established or maintained;

- i. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

**9. Modification and Amendment.**

Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

**10. Further Assurance.**

Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

**11. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

**12. Severability.**

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

**13. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

**15. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and provided in writing to the other party:

|                                                                                                                          |                                |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| <p><u>To the Agency:</u></p> <p>Syracuse City<br/>Attn: City Manager<br/>1979 West 1900 South<br/>Syracuse, UT 84075</p> | <p><u>To the District:</u></p> |
|--------------------------------------------------------------------------------------------------------------------------|--------------------------------|

|  |  |
|--|--|
|  |  |
|--|--|

**16. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

**17. Benefits.**

The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. District employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the District for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

**18. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

**19. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

**20. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

**21. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

**22. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

\_\_\_\_\_  
TERRY PALMER, CHAIR

\_\_\_\_\_  
Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

\_\_\_\_\_  
Paul H. Roberts, Agency Attorney

**MOSQUITO ABATEMENT DISTRICT -  
DAVIS**

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**ATTEST:**

---

**Attorney Review For the District**

The undersigned, an attorney for the \_\_\_\_\_, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

---

**Attorney for District**

**Exhibit A**  
Project Area Plan

## **RESOLUTION RDA16-08**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH NORTH DAVIS SEWER DISTRICT REGARDING THE SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) on March 8, 2016 authorized the creation of a draft plan for the Syracuse Antelope Drive Community Development Area (the “Project”); and

**WHEREAS**, the Agency and County are authorized, pursuant to Title, 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes; and

**WHEREAS**, pursuant to Title 17C, Chapter 4, Section 201, Utah Code Annotated, the County may express its participation through an interlocal agreement; and

**WHEREAS**, North Davis Sewer District, on July 14, 2016, expressed its consent by authorizing the execution of the Interlocal Agreement Between the Syracuse City Redevelopment Agency and Davis County (the “Agreement”), related to the Project; and

**WHEREAS**, the Agency finds that execution of the Agreement and the commencement of the Project will be in the best interests of the City and provide opportunities for growth and development, job creation, and economic prosperity,

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

**Section 1. Approval.** The Agreement, attached as Exhibit A, is approved by the Agency Board, and the Executive Director is authorized to execute the Agreement.

**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 effective date of the Agreement shall be the soonest date after all applicable provisions of the Utah Interlocal Cooperation Act have been satisfied in order to trigger the effective date of the Interlocal Agreement.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, THIS 9<sup>th</sup> DAY OF AUGUST, 2016.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
Secretary

By: \_\_\_\_\_  
Terry Palmer  
Executive Director

Voting by the Agency:

|          | “AYE” | “NAY” |
|----------|-------|-------|
| Anderson | _____ | _____ |
| Bolduc   | _____ | _____ |
| Gailey   | _____ | _____ |
| Lisonbee | _____ | _____ |
| Maughan  | _____ | _____ |

**EXHIBIT “A”**

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND NORTH DAVIS SEWER DISTRICT**

**THIS INTERLOCAL AGREEMENT BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND NORTH DAVIS SEWER DISTRICT** (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **NORTH DAVIS SEWER DISTRICT** (the "District") (collectively, the "Parties").

**RECITALS**

- A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On March 8, 2016, the Agency authorized the preparation of the Syracuse Antelope Drive Community Development Project Area (the "Project Area"), and has prepared a draft community development project area plan for the Project Area, a copy of which is attached hereto as exhibit "A" and incorporated herein by this reference (referred to in this Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the Antelope Drive area between 1000 West and 2000 West (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan prior to September 1, 2016; and
- D. The District and the Agency have determined that it is in the best interests of the District to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the District desires to authorize the payment to the Agency of a portion of the District's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. as amended (the "Cooperation Act").

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

\\  
\\

## **1. District's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the District hereby agrees and consents that the Agency shall be paid sixty percent (60%) of the District share of the Tax Increment from the Project Area (the "District Share") for twenty (20) years, starting no later than January 1, 2021, with the base year being 2016. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2016 base taxable value of the Project Area is approximately eleven-million four-hundred fifty thousand six-hundred ten dollars (\$11,450,610.00), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. The District Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the District's then current tax levy rate.
- b. Davis County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the 20-year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated 20-year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project costs will not extend over a period longer than twenty (20) years. In no case shall the total District Tax Increment collected by the Agency exceed One million, one-hundred thousand dollars (\$1,100,000.00).
- d. Notwithstanding anything to the contrary in this Agreement, in the Project Area Plan, in the Act, or in the Cooperation Act, none of the District Share shall be used for environmental cleanup or remediation of water or aquifers or for the purchase or development of municipal and/or industrial water, including, but not limited to, purchase, treatment, or storage other than infrastructure owned and used by Syracuse City in its delivery of water.
- e. Nothing herein shall limit or restrict the right of the District to assess and collect impact fees within the project area.

## **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project area shall require ninety percent (90%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The City Share shall be paid to the Agency for twenty (20) years, with the base year being 2016. No caps shall apply to the City's share of the Tax Increment.

## **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to

jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the Project Area Plan.

#### **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

#### **5. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

#### **6. No Third Party Beneficiary.**

Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

#### **7. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

#### **8. Interlocal Cooperation Act.**

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. § 11-13-202.5;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. § 11-13-209;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207;
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the District Share has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later than December 31, 2040;
- f. Following the execution of this Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Area in accordance

with § 17C-4-202;

- g. The Parties agree that they do not, by this Agreement, create an interlocal entity;
- h. There is no financial or joint or cooperative undertaking and no joint or cooperative budget shall be established or maintained;
- i. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

#### **9. Modification and Amendment.**

Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

#### **10. Further Assurance.**

Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

#### **11. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

#### **12. Severability.**

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

#### **13. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

#### **15. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently amended and provided in writing to the other party:

|                                                                                                                             |                                                                                                                                        |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <p><u>To the Agency:</u></p> <p>Syracuse City<br/> Attn: City Manager<br/> 1979 West 1900 South<br/> Syracuse, UT 84075</p> | <p><u>To the District:</u></p> <p>North Davis Sewer District<br/> 4252 W 200 S<br/> Syracuse, UT 84075<br/> ATTN: District Manager</p> |
|-----------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|

**16. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

**18. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

**19. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

**20. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not

the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

**21. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

**22. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

\_\_\_\_\_  
TERRY PALMER, CHAIR

\_\_\_\_\_  
Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

\_\_\_\_\_  
Paul H. Roberts, Agency Attorney

**NORTH DAVIS SEWER DISTRICT**

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**David E. Tafoya, Board Chairman**

**ATTEST:**

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Angela Lupcho, Board Clerk

**Attorney Review For the District**

The undersigned, an attorney for the \_\_\_\_\_, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

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**Felshaw King**  
**Attorney for District**

**Exhibit A**  
Project Area Plan

## **RESOLUTION RDA16-09**

**A RESOLUTION OF THE SYRACUSE CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH WEBER-BASIN WATER CONSERVANCY DISTRICT REGARDING THE SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT AREA.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) on March 8, 2016 authorized the creation of a draft plan for the Syracuse Antelope Drive Community Development Area (the “Project”); and

**WHEREAS**, the Agency and County are authorized, pursuant to Title, 11, Chapter 13 of the Utah Code, to enter into interlocal agreements for mutually beneficial purposes; and

**WHEREAS**, pursuant to Title 17C, Chapter 4, Section 201, Utah Code Annotated, the County may express its participation through an interlocal agreement; and

**WHEREAS**, Weber-Basin Water Conservancy District, on July 28, 2016, expressed its consent by authorizing the execution of the Interlocal Agreement Between the Syracuse City Redevelopment Agency and Davis County (the “Agreement”), related to the Project; and

**WHEREAS**, the Agency finds that execution of the Agreement and the commencement of the Project will be in the best interests of the City and provide opportunities for growth and development, job creation, and economic prosperity,

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

**Section 1. Approval.** The Agreement, attached as Exhibit A, is approved by the Agency Board, and the Executive Director is authorized to execute the Agreement.

**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 effective date of the Agreement shall be the soonest date after all applicable provisions of the Utah Interlocal Cooperation Act have been satisfied in order to trigger the effective date of the Interlocal Agreement.

**PASSED AND ADOPTED BY THE SYRACUSE CITY REDEVELOPMENT AGENCY, SYRACUSE CITY, STATE OF UTAH, THIS 9<sup>th</sup> DAY OF AUGUST, 2016.**

**SYRACUSE CITY REDEVELOPMENT AGENCY**

ATTEST:

\_\_\_\_\_  
Cassie Z. Brown, CMC  
Secretary

By: \_\_\_\_\_  
Terry Palmer  
Executive Director

Voting by the Agency:

|          | “AYE” | “NAY” |
|----------|-------|-------|
| Anderson | _____ | _____ |
| Bolduc   | _____ | _____ |
| Gailey   | _____ | _____ |
| Lisonbee | _____ | _____ |
| Maughan  | _____ | _____ |

**EXHIBIT “A”**

**INTERLOCAL AGREEMENT  
BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY  
AND WEBER BASIN WATER CONSERVANCY DISTRICT**

**THIS INTERLOCAL AGREEMENT BETWEEN THE SYRACUSE CITY REDEVELOPMENT AGENCY AND WEBER BASIN WATER CONSERVANCY DISTRICT** (this "Agreement") is entered into by and between the **SYRACUSE CITY REDEVELOPMENT AGENCY** (the "Agency") and **WEBER BASIN WATER CONSERVANCY DISTRICT** (the "District") The Agency and the District may also be referred to individually as a "Party" and collectively as the "Parties." Syracuse City may be referred to as "City."

**RECITALS**

- A. The Agency was created pursuant to the provisions of the Limited Purpose Local Government Entities - Community Development and Renewal Agencies Act, Title 17C of the Utah Code (the "Act"), and is authorized thereunder to conduct community development activities within Syracuse City, Utah, as contemplated by the Act; and
- B. On March 8, 2016, the Agency authorized the preparation of the Syracuse Antelope Drive Community Development Project Area (the "Project Area"), and has prepared a draft community development project area plan for the Project Area, a copy of which is attached hereto as exhibit "A" and incorporated herein by this reference (referred to in this Agreement as the "Project Area Plan," which includes the legal description and a map of the Project Area), with goals to cultivate development in the Antelope Drive area between 1000 West and 2000 West (the "Project") in the Project Area; and
- C. The Agency and Syracuse City intend to establish the Project Area through adoption of the proposed Project Area Plan prior to September 1, 2016; and
- D. The District and the Agency have determined that it is in the best interests of the Agency and the District, and their citizens, to provide certain financial assistance through the use of Tax Increment (as defined below) in connection with the development of the Project as set forth in the Project Area Plan; and
- E. The Agency anticipates providing tax increment (as defined in Utah Code Ann. § 17C-1-102 (hereinafter "Tax Increment")), created by the Project, to assist in the development and completion of the Project as provided in the Project Area Plan; and
- F. Utah Code Ann. § 17C-4-201(1) authorizes the District to consent to the payment to the Agency of a portion of the District's share of Tax Increment generated from the Project Area for the purposes set forth herein; and
- G. Utah Code Ann. § 11-13-215 further authorizes the District to share its tax and other revenues with the Agency; and
- H. In order to facilitate development of the Project, the District desires to authorize the payment to the Agency of a portion of the District's share of Tax Increment generated by the Project Area in accordance with the terms of this Agreement; and
- I. The provisions of applicable Utah State law shall govern this Agreement, including the Act and the Interlocal Cooperation Act, Utah Code Ann. § 11-13-101 et seq. as amended (the "Cooperation Act").

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **1. District's Consent.**

- a. Pursuant to Utah Code Ann. §§ 17C-4-201(2)(b) and 11-13-215, the District hereby agrees and consents that the Agency shall be paid sixty percent (60%) of the District share of the Tax Increment from the Project Area (the "District Share") for twenty (20) years, starting no later than January 1, 2021, with the base year being 2016. Based upon review of the County and Utah State Tax Commission records, the Parties believe that the 2016 base taxable value of the Project Area is approximately thirteen million eight-hundred twenty thousand six-hundred ten dollars (\$13,820,610.00), which base taxable value is subject to adjustment by law in accordance with the provisions of the Act. The District Share shall be used for the purposes set forth in Utah Code Ann. § 17C-4-201(1) as reflected herein and for the purpose of providing funds to the Agency to carry out the Project Area Plan and shall be disbursed as specified in the Project Area Plan. The calculation of the annual Tax Increment shall be made as required by Utah Code Ann. § 17C-4-201(4)(a), using the District's then current tax levy rate.
- b. Davis County shall pay directly to the Agency the District Share in accordance with Utah Code Ann. § 17C-4-203 for the 20-year period described in Section 1.a. above.
- c. Notwithstanding the foregoing, if the Agency receives less than the specified twenty (20) years Tax Increment from the Project Area sufficient to retire, pay, or otherwise satisfy all of the payment obligations of the Agency with regard to the Project, including, but not limited to, tenant attraction, debt service on any bonds issued to finance Project costs or the maximum amount the Agency has agreed to contribute to the cost of infrastructure, the Agency will either (i) cease collecting the District Share under this Agreement, or (ii) renegotiate this Agreement with the District to provide for the payment of the District Share for the remainder of all or a portion of the originally contemplated 20-year term of this Agreement. It is the intent of the Parties that the payment and use of Tax Increment from the Project Area for eligible Project costs will not extend over a period longer than twenty (20) years. In no case shall the total District Tax Increment collected by the Agency exceed One-hundred seventy thousand dollars (\$170,000.00).
- d. Notwithstanding anything to the contrary in this Agreement, in the Project Area Plan, in the Act, or in the Cooperation Act, none of the District Share shall be used for environmental cleanup or remediation of water or aquifers or for the purchase or development of municipal and/or industrial water, including, but not limited to, purchase, treatment, or storage other than infrastructure owned and used by Syracuse City in its delivery of water.

### **2. City's Contribution of Tax Increment Financing.**

The Agency agrees that the City's participation in the Project area shall require ninety percent (90%) of the City's share of the Tax Increment from the Project Area (the "City Share"). The City Share shall be paid to the Agency for twenty (20) years, with the base year being 2016. No caps shall apply to the City's share of the Tax Increment.

### **3. Amendments to Project Area Plan.**

In the event the Agency or the City makes any substantive changes to the Project Area Plan, then the Agency shall provide the District with a copy of such revised Project Area Plan. If the District approves such revised Project Area Plan, then the Parties shall amend this Agreement to jointly adopt and approve the revised Project Area Plan, and the revised Project Area Plan shall be the Project Area Plan.

#### **4. Authorized Uses of Tax Increment.**

Except as otherwise provided in this Agreement, the Parties agree that the Agency may apply the District Share to the payment of any of the components of the Project as described herein and contemplated in the Project Area Plan, including, but not limited to tenant attraction, the cost and maintenance of public infrastructure and other improvements located within the Project Area, site preparation, and administrative costs, as authorized by the Act.

#### **5. Effective Date of This Agreement.**

This Agreement shall become effective as specified in Title 17C, Chapter 4, Section 202, Subsections (3)(a) or (3)(b), whichever subsection is applicable.

#### **6. No Third Party Beneficiary.**

Nothing in this Agreement shall create or be read or interpreted to create any rights in or obligations in favor of any person or entity not a party to this Agreement. Except for the Parties to this Agreement, no person or entity is an intended third party beneficiary under this Agreement.

#### **7. Due Diligence.**

Each of the Parties acknowledge for itself that it has performed its own review, investigation, and due diligence regarding the relevant facts concerning the Project Area and Plan and expected benefits to the community and to the Parties, including representations of the Agency concerning the Project Area and any benefit to the Community and to the Parties, and each of the parties rely on its own understanding of the relevant facts and information, after having completed its own due diligence and investigation.

#### **8. Interlocal Cooperation Act.**

In satisfaction of the requirements of the Cooperation Act in connection with this Agreement, the Parties agree as follows:

- a. This Agreement shall be authorized and adopted by resolution of the legislative body of each Party pursuant to and in accordance with the provisions of Utah Code Ann. §11-13-202.5;
- b. This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each Party pursuant to and in accordance with the Utah Code Ann. § 11-13-202.5(3);
- c. A duly executed original counterpart of this Agreement shall be filed immediately with the keeper of records of each Party pursuant to Utah Code Ann. §11-13-209;
- d. The Chair of the Agency is hereby designated the administrator for all purposes of the Cooperation Act, pursuant to Utah Code Ann. § 11-13-207, and shall have the power to administer the terms of this Agreement as necessary, but shall not have power to do anything contrary to the terms of this Agreement. It is not expected that voting, as contemplated by Utah Code Annotated §11-13-206(1), will occur, but if it does, then the Parties shall each have an equal vote;
- e. The term of this Agreement shall commence on the date of full execution of this Agreement by both Parties and its publication as provided in Utah Code Ann. § 17C-4-202(3), and shall continue through the date on which all of the District Share, for the specified twenty (20) year period) has been paid to and disbursed by the Agency as provide for herein or the Agency ceases to receive such Tax Increment pursuant to Section 1.c. hereof, but in any event, unless amended, this Agreement shall terminate no later

than December 31, 2040;

- f. Following the execution of this Agreement by both Parties, the Agency shall cause a notice regarding this Agreement to be published on behalf of both of the Parties in accordance with Utah Code Ann. § 11-13-219 and on behalf of the Area in accordance with § 17C-4-202;
- g. The Parties agree that they do not, by this Agreement, create an interlocal entity;
- h. There is no financial or joint or cooperative undertaking and no joint or cooperative budget shall be established or maintained;
- i. No real or personal property will be acquired, held or disposed of or used in conjunction with a joint or cooperative undertaking.

### **9. Modification and Amendment.**

Any modification of or amendment to any provision contained herein shall be effective only if the modification or amendment is in writing and signed by both Parties. Any oral representation or modification concerning this Agreement shall be of no force or effect.

### **10. Further Assurance.**

Each of the Parties hereto agrees to cooperate in good faith with the other, to execute and deliver such further documents, to adopt any resolutions, to take any other official action, and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this Agreement.

### **11. Governing Law.**

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Utah.

### **12. Severability.**

If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party hereto under this Agreement will not be materially and adversely affected thereby,

- a. such holding or action shall be strictly construed;
- b. such provision shall be fully severable;
- c. this Agreement shall be construed and enforced as if such provision had never comprised a part hereof;
- d. the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Agreement; and
- e. in lieu of such illegal, invalid, or unenforceable provision, the Parties hereto shall use commercially reasonable efforts to negotiate in good faith a substitute, legal, valid and enforceable provision that most nearly effects the Parties' intent in entering into this Agreement.

### **13. Incorporation of Recitals.**

The recitals set forth above are hereby incorporated by reference as part of this Agreement.

### **14. Notices.**

Any notices that may or must be sent under this Agreement should be delivered, by hand delivery or by United States mail, postage prepaid, as follows, or at an address subsequently

amended and provided in writing to the other party:

|                                                                                                                |                                                                                                                                          |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| <u>To the Agency:</u><br><br>Syracuse City<br>Attn: City Manager<br>1979 West 1900 South<br>Syracuse, UT 84075 | <u>To the District:</u><br><br>Weber Basin Water Conservancy District<br>Attn: General Manager<br>2837 E Highway 193<br>Layton, UT 84040 |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|

**15. Governmental Immunity.**

The Parties recognize and acknowledge that each Party is covered by the Governmental Immunity Act of Utah, codified at Section 63G-7-101, et seq., Utah Code Annotated, as amended, and nothing herein is intended to waive or modify any and all rights, defenses or provisions provided therein. Officers and employees performing services pursuant to this Agreement shall be deemed officers and employees of the Party employing their services, even if performing functions outside of the territorial limits of such party and shall be deemed officers and employees of such Party under the provisions of the Utah Governmental Immunity Act. Each Party shall be responsible and shall defend the action of its own employees, negligent or otherwise, performed pursuant to the provisions of this Agreement.

**16. Benefits.**

The Parties acknowledge, understand, and agree that the respective representatives, agents, contractors, officers, officials, members, employees, volunteers, and/or any person or persons under the supervision, direction, or control of a Party are not in any manner or degree employees of the other Party and shall have no right to and shall not be provided with any benefits from the other Party. District employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the District for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits. City employees, while providing or performing services under or in connection with this Agreement, shall be deemed employees of the City for all purposes, including, but not limited to, workers compensation, withholding, salary, insurance, and benefits.

**17. Waivers or Modification.**

No waiver or failure to enforce one or more parts or provisions of this Agreement shall be construed as a continuing waiver of any part or provision of this Agreement, which shall preclude the Parties from receiving the full, bargained for benefit under the terms and provisions of this Agreement. A waiver or modification of any of the provisions of this Agreement or of any breach thereof shall not constitute a waiver or modification of any other provision or breach, whether or not similar, and any such waiver or modification shall not constitute a continuing waiver. The rights of and available to each of the Parties under this Agreement cannot be waived or released verbally, and may be waived or released only by an instrument in writing, signed by the Party whose rights will be diminished or adversely affected by the waiver.

**18. Binding Effect; Entire Agreement.**

This Agreement is binding upon the Parties and their officers, directors, employees, agents, representatives and to all persons or entities claiming by, through or under them. This Agreement, including all attachments, if any, constitutes and/or represents the entire agreement

and understanding between the Parties with respect to the subject matter herein. There are no other written or oral agreements, understandings, or promises between the Parties that are not set forth herein. Unless otherwise set forth herein, this Agreement supersedes and cancels all prior agreements, negotiations, and understandings between the Parties regarding the subject matter herein, whether written or oral, which are void, nullified and of no legal effect if they are not recited or addressed in this Agreement.

**19. Force Majeure.**

In the event that either Party shall be delayed or hindered in or prevented from the performance of any act required under this Agreement by reason of acts of God, acts of the United States Government, the State of Utah Government, fires, floods, strikes, lock-outs, labor troubles, inability to procure materials, failure of power, inclement weather, restrictive governmental laws, ordinances, rules, regulations or otherwise, delays in or refusals to issue necessary governmental permits or licenses, riots, insurrection, wars, or other reasons of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act(s) shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay, without any liability to the delayed Party.

**20. Assignment Restricted.**

The Parties agree that neither this Agreement nor the duties, obligations, responsibilities, or privileges herein may be assigned, transferred, or delegated, in whole or in part, without the prior written consent of both of the Parties.

**21. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, and all such counterparts taken together shall constitute one and the same Agreement.

**22. Headers.** The headers used in this Agreement are for convenience purposes only and do not provide any legal right.

(remainder of page left intentionally blank)

**AGENCY**

Attest:

\_\_\_\_\_  
TERRY PALMER, CHAIR

\_\_\_\_\_  
Cassie Z. Brown, Secretary

**SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT  
AREA AND THE SYRACUSE CITY REDEVELOPMENT AGENCY**

**Attorney Review for the Agency:**

The undersigned, as counsel for the Syracuse City Redevelopment Agency, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

**Attorney for Syracuse Antelope Drive Community Development Project  
And Syracuse City Redevelopment Agency**

\_\_\_\_\_  
Paul H. Roberts, Agency Attorney

**WEBER BASIN WATER  
CONSERVANCY DISTRICT**

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**ATTEST:**

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**Attorney Review For the District**

The undersigned, an attorney for the \_\_\_\_\_, has reviewed the foregoing Interlocal Agreement and finds it to be in proper form and in compliance with applicable state law.

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**Attorney for District**

**Exhibit A**  
Project Area Plan



# CITY COUNCIL REGULAR MEETING

August 9, 2016

## **Agenda Item #7**

### **Ordinance Adopting the Syracuse Antelope Drive Community Development Project Area Plan**

The RDA board will be conducting a hearing and considering a resolution approving the Syracuse Antelope Drive CDA. After the RDA has issued its approval, the City Council must also approve the Plan and designate the plan as the “official community development plan of the project area,” in order to make the CDA effective.

Once the CDA has been adopted by both the RDA and Council, it will become effective. We anticipate triggering increment in the CDA in 2018, and it will generate increment for use in the project area for 20 years.

It is important to note for those unfamiliar with CDAs that the existence of a CDA does not raise taxes for the properties located within the area or the community in general. Increment is generated from taxable real and personal property located in the plan area after the base year (2016), and is transferred to the RDA in order for the RDA to incentivize development through participation and reimbursement agreements with developers.

For questions about the plan, please contact Brigham Mellor. For procedural questions, please contact Paul Roberts.

Syracuse, Utah

August 9, 2016

The City Council (the “City Council”) of Syracuse City, Utah (the “City”) met in regular public session at its regular meeting place in Syracuse, Utah, on Tuesday, August 9, 2016, at 6:00 p.m. The meeting was called to order by Mayor Terry Palmer with the following being present, and constituting a quorum:

\_\_\_\_\_ Andrea Anderson

\_\_\_\_\_ Corrine Bolduc

\_\_\_\_\_ Michael Gailey

\_\_\_\_\_ Karianne Lisonbee

\_\_\_\_\_ David Maughan

Also present were:

Brody Bovero, City Manager  
Cassie Z. Brown, City Recorder  
Paul H. Roberts, City Attorney

After the meeting had been duly called to order and after other matters not pertinent to this Ordinance had been discussed, a Certificate of Compliance with Open Meeting Law with respect to this August 9, 2016 meeting was presented to the City Council, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Ordinance was approved and adopted on the following recorded vote:

AYE:

NAY:

The Ordinance is as follows:

**ORDINANCE NO. 16-24**

**AN ORDINANCE OF THE CITY COUNCIL OF SYRACUSE CITY,  
UTAH ADOPTING THE SYRACUSE ANTELOPE DRIVE COMMUNITY  
DEVELOPMENT PROJECT AREA PLAN, AND RELATED MATTERS.**

**WHEREAS**, the Syracuse City Redevelopment Agency (the “Agency”) is a community development and renewal agency (a public body, corporate and politic) duly created, established, and authorized to transact business and exercise its powers, all under and pursuant to the Limited Purpose Local Government Entities—Community Development and Renewal Agencies Act, Title 17C, Utah Code Annotated 1953, as amended (the “Act”); and

**WHEREAS**, the Agency on March 8, 2016 authorized the preparation of a draft Syracuse Antelope Drive Community Development Project Area Plan (the “Plan”), hereby incorporated by reference, for a Community Development Project Area (the “Project Area”) located within the following approximate boundaries: along the south side of Antelope Drive between Heritage Lane and 800 West, and along the north side of Antelope Drive between Heritage Lane and 2000 West.

**WHEREAS**, the Agency has prepared the Plan in order to promote community development and job creation within the Project Area and to increase the property and sales tax base within the Project Area through the development of office and retail space which is anticipated to generate significant economic activity; and

**WHEREAS**, pursuant to the Act, the Agency held a public hearing to receive comment regarding the Plan on August 9, 2016, and provided notice of such hearing in accordance with the Act; and

**WHEREAS**, the Agency has found and determined that the adoption of the Plan will: (a) satisfy a public purpose, (b) provide a public benefit as shown by the analysis in the Plan, (c) be economically sound and feasible, (d) conform to the general plan of Syracuse City, and (e) promote the public peace, health, safety, and welfare of the community; and

**WHEREAS**, by resolution adopted August 9, 2016, the Agency has approved the Plan, without revision, as the community development project area plan for the Project Area; and

**WHEREAS**, pursuant to the Act, the City Council of Syracuse City, Utah (the “City Council”) now desires to adopt the Plan as approved by the Agency;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH:**

Section 1. All terms defined in the recitals hereto shall have the same meaning when used herein. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council and City officers and by the Board of Directors and Agency officers directed toward the preparation of the draft Plan are hereby ratified, approved, and confirmed.

Section 2. The City Council hereby finds and determines that the adoption of the Plan will: (a) satisfy a public purpose, (b) provide a public benefit as shown by the analysis in the Plan, (c) be economically sound and feasible, (d) conform to the general plan of the City, and (e) promote the public peace, health, safety, and welfare of the community in which the Project Area is located.

Section 3. The City Council hereby adopts the Plan for the Project Area, the legal description of which is attached hereto as Exhibit B, and designates the Plan as the official community development plan of the Project Area.

Section 4. Immediately after its adoption, this Ordinance shall be signed by the Mayor and attested by the City Recorder and shall be recorded in the ordinance book kept for that purpose. A summary of this Ordinance, in substantially the form attached hereto as Exhibit C, shall be published (A) one time in the Standard Examiner, a newspaper of general circulation within the Agency's and City's boundaries, (B) on the Utah Public Notice Website created under Section 63F-1-701, Utah Code Annotated 1953, as amended, and (C) on the Utah Legal Notices website ([www.utahlegals.com](http://www.utahlegals.com)) created under Section 45-1-101, Utah Code Annotated 1953, as amended, with such publication to take place as soon as possible after the adoption of this Ordinance; and shall cause a copy of this Ordinance (together with all exhibits hereto) and the Plan to be kept on file in the office of the City Recorder for public examination during the regular business hours of the City Recorder for a period of at least thirty (30) days from and after the last date of publication thereof. This Ordinance shall take effect immediately upon its passage and approval and publication as required by law.

Section 5. The appropriate officers of the City and the Agency are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance.

Section 6. If any one or more sections, sentences, clauses, or parts of this Ordinance shall, for any reason, be held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance, but shall be confined in its operation to the specific sections, sentences, clauses, or parts of this Ordinance so held unconstitutional and invalid, and the inapplicability and invalidity of any section, sentence, clause, or part of this Ordinance in any one or more instances shall not affect or prejudice in any way the applicability and validity of this Ordinance in any other instances.

Section 7. All resolutions or ordinances of the City in conflict with this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, ordinance, by-law or regulation, or part thereof, heretofore repealed.

Section 8. PASSED BY THE CITY COUNCIL OF SYRACUSE CITY, UTAH THIS AUGUST 9, 2016.

(SEAL)

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

ATTEST:

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

STATE OF UTAH            )  
                                  ) ss.  
SYRACUSE CITY         )

I, Cassie Z. Brown, the duly qualified and acting City Recorder of Syracuse City, Utah (the "City"), do hereby certify according to the records of the City in my possession that the foregoing constitutes a true, correct, and complete copy of the minutes of the regular meeting of the City Council of the City (the "City Council ") held on August 9, 2016, as it pertains to an ordinance (the "Ordinance") adopted by the City Council at said meeting, including the Ordinance, as said minutes and Ordinance are officially of record in my possession.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of the City this \_\_\_\_\_.

(SEAL)

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

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cassie Z. Brown, the undersigned City Recorder of Syracuse City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the August 9, 2016, public meeting held by the City Council of the City (the "City Council") as follows:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the principal offices of the City on August 4, 2016, at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(b) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be delivered to the Standard-Examiner, on August 4, 2016, at least twenty-four (24) hours prior to the convening of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>).

In addition, the Notice of 2016 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time, and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be (i) posted on January 3, 2016 at the principal office of the City Council, (ii) provided to at least one newspaper of general circulation within the City on December 28, 2016, and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this MONTH DAY YEAR.

(SEAL)

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

[To be attached: ]

SCHEDULE 1–NOTICE OF MEETING

SCHEDULE 2–NOTICE OF ANNUAL MEETING SCHEDULE

EXHIBIT B

SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT AREA PLAN

EXHIBIT C

SUMMARY OF ORDINANCE

PUBLIC NOTICE IS HEREBY GIVEN that on Tuesday, August 9, 2016, the City Council of Syracuse City, Utah (the "City Council"), adopted an ordinance (the "Ordinance") adopting the Syracuse Antelope Drive Community Development Area Plan (the "Plan") for a Community Development Project Area (the "Project Area") located within the general boundaries of: along the south side of Antelope Drive between Heritage Lane and 800 West, and along the north side of Antelope Drive between Heritage Lane and 2000 West; and designating the Plan as the official community development plan of the Project Area. The City Council found and determined that the adoption of the Plan will: (a) satisfy a public purpose, (b) provide a public benefit as shown by the analysis in the Plan, (c) be economically sound and feasible, (d) conform to the general plan of Syracuse City, Utah and (e) promote the public peace, health, safety, and welfare of the community in which the Project Area is located. The City Council members that voted in favor of the Ordinance are as follows: \_\_\_\_\_ and those that voted against the Ordinance are as follows: \_\_\_\_\_.

Complete copies of the Ordinance and the Plan are available for general public inspection in the office of the Syracuse City Recorder at the Syracuse City offices at 1979 West 1900 South, Syracuse, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m., Monday through Friday for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the Plan or the procedure used to adopt the Plan and that after such time, no one shall have any cause of action to contest the regularity, formality or legality thereof for any cause whatsoever.



Redevelopment Agency of Syracuse City

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Syracuse Antelope Drive Community  
Development Project Area Plan

July 5th, 2016

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## SYRACUSE CITY ANTELOPE DRIVE CDA PROJECT AREA PLAN

The Agency, following thorough consideration of the needs and desires of the City and its residents, as well as the need and capacity for new development, has carefully crafted this Syracuse City Community Development Project Area Plan (“Plan”) for the Syracuse Antelope Drive Community Development Project Area (“Project Area”).

In accordance with the terms of this Plan, the Agency will encourage, promote and provide for the development redevelopment with a mix of uses. The Antelope Drive CDA will include approximately 66.84 acres, of which 61.08 acres are included in parcels (other than roads).

In addition, this Plan will govern the development and maintenance of publicly-owned infrastructure needed to support the development proposed herein. It is the purpose of this Plan to clearly set forth the aims and objectives of this development, its scope, its mechanism, and its value to the residents, businesses and property owners of the City.

The Project is undertaken as a community development project pursuant to the provisions of the Act.

### 1. RECITALS OF PRECONDITIONS FOR DESIGNATING A COMMUNITY DEVELOPMENT PROJECT AREA

- a) Pursuant to the provisions of §17C-4-101 et seq. of the Limited Purpose Local Government Entities Community Development and Renewal Agencies Act, the governing body of the Redevelopment Agency of Syracuse City authorized the preparation of a draft community development project area plan; and
- b) Pursuant to the provisions of §17C-4-102(2)(a) and (b) of the Act, the City has a planning commission and general plan as required by law; and
- c) Pursuant to the provisions of §17C-4-102 (1)(a) of the Act, on the Agency’s own motion, the Agency selected the Project Area hereinafter described comprising all or part of the proposed survey area; and
- d) Pursuant to the provisions of §17C-4-102(1)(d) of the Act, the Agency has conducted one or more public hearings for the purpose of informing the public about the proposed Project Area, allowing public comment on the draft Project Area Plan and whether the Plan should be revised, approved or rejected; and
- e) Pursuant to the provisions of §17C-4-102(1)(b) and (c) of the Act, the Agency made a draft Project Area Plan available to the public at the Agency’s offices during normal business hours, provided notice of the Plan hearing and will hold a public hearing on the draft Plan on \_\_\_\_\_ 2016.

## 2. DEFINITIONS

As used in this Community Development Project Area Plan:

1. The term "**Act**" shall mean and include the Limited Purpose Local Government Entities – Community Development and Renewal Agencies Act in Title 17C, Chapters 1 through 4, Utah Code Annotated 1953, as amended, or such other amendments as shall from time to time be enacted or any successor or replacement law or act.
2. The term "**Agency**" shall mean the Redevelopment Agency of Syracuse City, a separate body corporate and politic.
3. The term "**base taxable value**" shall mean the base taxable value of the property within the Project Area from which tax increment will be collected, as shown upon the assessment roll last equalized, before: (A) the date the Project Area Plan is adopted by the City legislative body; and (B) the date the Agency adopts the first Project Area Budget.
4. The term "**City**" shall mean Syracuse City, Utah.
5. The term "**community**" shall mean the community of Syracuse City, Utah.
6. The term "**community development**" shall mean development activities within the community, including the encouragement, promotion, or provision of development.
7. The term "**developer**" shall mean the entities investing in the development in the area.
8. The term "**Plan Hearing**" means the public hearing on the draft Project Area Plan required under Subsection 17C-4-102 of the Act.
9. The term "**planning commission**" shall mean the planning commission of the City.
10. The term "**Project Area**" or "**Syracuse Antelope Drive Community Development Project Area**" shall mean the geographic area described in this Project Area Plan or Draft Project Area Plan where the community development set forth in this Project Area Plan or Draft Project Area Plan takes place or is proposed to take place.
11. The term "**Project Area Budget**" shall mean a budget setting forth:
  - a. the anticipated costs, including administrative costs, of implementing the Syracuse Antelope Drive Community Development Project Area Plan; and
  - b. the tax increment, sales tax, and other revenue the Agency anticipates to fund the project.
12. The term "**Project Area Map**" is the area depicted in Appendix A.
13. The term "**Project Area Plan**" or "**Plan**" shall mean a project area plan adopted pursuant to the Act to guide and control community development activity within the Project Area.

14. The term "**Syracuse Antelope Drive Community Development Project Area Plan**" or "**Plan**" shall mean a project area plan and project area map adopted pursuant to the Act to guide and control community development activities within a project area.
15. The terms "**tax,**" "**taxes,**" "**property tax**" or "**property taxes**" include privilege tax and each levy on an ad valorem basis on tangible or intangible personal or real property.
16. The term "**taxing entity**" shall mean a public entity that levies a tax on property within the Project Area.
17. The term "**Tax Increment**" shall mean the difference between the amount of property tax revenues generated each tax year by all Taxing Entities from the area designated in the Project Area Plan from which Tax Increment is to be collected, using the current assessed value of the property and the amount of property tax revenues that would be or were generated from that same area using the Base Taxable Value of the property.
18. All other terms shall have the same meaning set forth in the Act unless the context clearly indicates otherwise.

### 3. PROJECT AREA BOUNDARIES [17C-4-103(1)]

The Project Area consists of approximately 66.84 acres<sup>1</sup> located along the south side of Antelope Drive between approximately 800 West and Heritage Lane and the north side of Antelope Drive between Heritage Lane and 2000 West. The Project Area includes the properties lying within the boundaries as depicted on the Project Area map which is included in Appendix A. The boundaries are given in detail in Appendix B as part of the legal description of the property.

### 4. General Statement of Land Uses, Layout of Principal Streets, Population Densities, Building Intensities and How They Will be Affected by the Community Development [17C-4-103(2)]

#### A. LAND USES IN THE PROJECT AREA

The permitted land uses within the Project Area shall be those uses permitted by the officially adopted zoning ordinances of the City, as those ordinances may be amended from time to time, subject to limitations imposed by "overlay" restrictions and the controls and guidelines of this Plan.

---

<sup>1</sup> 61.98 acres less roads

Land uses will be affected as vacant land is developed in accordance with this Plan. This will change existing vacant land use to commercial uses. It is also anticipated that there may be some redevelopment of existing properties.

Several land uses surround the Project Area, including residential primarily to the north and south, commercial and exempt largely to the east and west, and vacant and agricultural land to the north and south.

## **B. LAYOUT OF PRINCIPAL STREETS IN THE PROJECT AREA**

Principal streets in the Project Area include Antelope Drive, which runs east to west through the Project Area, and 1000 West which runs north to south through the Project Area. Furthermore, 2000 West, which runs north to south, is the western border of the project area.

## **C. POPULATION DENSITIES IN THE PROJECT AREA**

There is one residence in the Project Area. Based on the average household size in Syracuse,<sup>2</sup> the estimated population of the Project Area is 3.73 persons. The Plan proposes 76,125 square feet of residential space, which will increase the population in the Project Area by an estimated 200+ persons.

## **D. BUILDING INTENSITIES IN THE PROJECT AREA**

Currently there are 16 buildings in the Project Area for a total of 103,276 square feet. The building density based on current development is 0.04.<sup>3</sup> The Plan anticipates an additional 77,695 square feet of retail space, 630,979 square feet of office space and 76,125 square feet of residential space. Based on projected development in the Project Area, the projected building density is 0.33, an increase of 0.29.<sup>4</sup>

# **5. STANDARDS THAT WILL GUIDE THE COMMUNITY DEVELOPMENT [17C-4-103(3)]**

## **A. GENERAL DESIGN OBJECTIVES**

Development within the Project Area will be held to high quality design and construction standards and will be subject to: (1) appropriate elements of the City's General Plan; (2) applicable City building codes and ordinances; (3) Planning Commission review and recommendation; and (4) the City's land use code.

Owners and developers will be allowed flexibility in the development of land located within the Project Area and are expected to obtain quality design and development. The development contemplated herein shall be of a design and shall use materials that are in harmony with adjoining

---

<sup>2</sup> ACS 5-year Estimate (2014)

<sup>3</sup> 103,276 building square feet / (61.08 acres \* 43,560 square feet per acre)

<sup>4</sup> (103,276 current building square feet + 784,799 additional building square feet) / (61.08 acres \* 43,560 square feet per acre)

areas and subject to design review and approval by the City. It is contemplated that these design objectives will be addressed in development agreements with the developers specifically addressing these points.

Coordinated and attractive landscaping shall also be provided as appropriate for the character of the Project Area. Materials and design paving, retaining walls, fences, curbs, benches, and other items shall have an attractive appearance, be easily maintained, and indicative of their purpose.

Parking areas shall be designed with careful regard to orderly arrangement, topography, relationship to view, ease of access, and as an integral part of the overall site design.

All development will be accompanied by site plans, development data, and other appropriate material clearly describing the development, including land coverage, setbacks, heights, and any other data required by the City's land use code, the applicable zoning designations, or as requested by the City or the Agency.

The general standards that will guide the community development are as follows:

1. Encourage and assist community development with the creation of well-planned, vibrant mixed-use development, including a commercial core for the City.
2. Provide for the strengthening of the tax base and economic health of the entire community and the State of Utah.
3. Implement the tax increment financing provisions of the Act, which are incorporated herein by reference and made a part of this Plan.
4. Encourage economic use of and new construction upon the real property located within the Project Area.
5. Promote and market the Project Area for community development that would be complementary to existing businesses that would enhance the economic base of the City through diversification.
6. Provide for compatible relationships among land uses and quality standards for development, such that the area functions as a unified and viable center of community activity for the City.
7. Remove any impediments to land disposition and development through assembly of land into reasonably sized and shaped parcels served by adequate public utilities and infrastructure improvements.
8. Achieve an environment that reflects an appropriate level of concern for architectural, landscape and design principles, developed through encouragement, guidance, appropriate controls, and financial and professional assistance to owner participants and developers.

9. Provide for construction of public streets, utilities, curbs and sidewalks, other public rights-of-way, street lights, landscaped areas, public parking, water utilities, sewer utilities, storm drainage, open space, and other public improvements.
10. Provide public streets and road access to the area to facilitate better traffic circulation and reduce traffic hazards by assisting in the street alignments.

## **B. SPECIFIC DESIGN OBJECTIVES AND CONTROLS**

In addition to the general City design objectives and standards described above, it is contemplated that the following guidelines will be approved.

### **1. BUILDING DESIGN OBJECTIVES**

All new buildings shall be of design and materials that will be in harmony with adjoining areas and other new development.

The design of buildings shall take advantage of available views and topography and shall provide, where appropriate, separate levels of access.

### **2. OPEN SPACE PEDESTRIAN WALKS AND INTERIOR DRIVE DESIGN OBJECTIVES**

All open spaces, pedestrian walks and interior drives shall be designed as an integral part of an overall site design, properly related to other buildings.

Comfortably graded pedestrian walks should be provided along the lines of the most intense use, particularly from building entrances to parking areas, and adjacent buildings on the same site.

The location and design of pedestrian walks should afford adequate safety and separation from vehicular traffic.

Materials and design of paving, retaining walls, fences, curbs, and other accouterments, shall be of good appearance, easily maintained, and indicative of their purpose.

### **3. PARKING DESIGN OBJECTIVES**

Parking areas shall be designed with regard to orderly arrangement, topography, ease of access, and as an integral part of overall site design.

It is desirable that parking areas be relatively level.

### **4. PROJECT IMPROVEMENT DESIGN OBJECTIVES**

- All streets and walkways within public rights-of-way will be designed or approved by the City and will be consistent with all design objectives.
- Lighting standards and signs of pleasant appearance and modern illumination standards shall be provided as necessary as approved by the City.

- The applicable portions of the Project Area will be graded in conformance with the final project design determined by the Agency and the City for each specific project.

### **C. TECHNIQUES TO ACHIEVE THE COMMUNITY DEVELOPMENT PLAN OBJECTIVES**

Activities contemplated in carrying out the Plan in the Project Area may include the acquisition and development of properties in the Project Area.

Parcels of real property located in the Project Area may be acquired by purchase, but may not be acquired by condemnation, unless from an Agency board member or officer with their consent [§17C-1-206 (1) and (2)(b)].

### **D. PROPERTY ACQUISITION, DISPOSITION AND DEVELOPMENT**

The objectives of this Plan are to be accomplished by various means including but not limited to the following:

#### **1. ACQUISITION OF REAL PROPERTY**

The Agency may acquire, but is not required to acquire, real property located in the Project Area. The Agency may acquire property by negotiation, gift, devise, exchange, purchase, or other lawful method, but not by eminent domain (condemnation) unless from an Agency board member or officer with their consent. The Agency is authorized to acquire any other interest in real property less than fee title such as leasehold interests, easements, rights of way, etc. by negotiation, gift, devise, exchange, purchase or other lawful method, but not by eminent domain (condemnation) unless from an Agency board member or officer with their consent [§17C-1-206 (1) and (2)(b)].

#### **2. COOPERATION WITH THE COMMUNITY AND PUBLIC ENTITIES**

The community and certain public entities are authorized by state law, with or without consideration, to assist and cooperate in the planning, undertaking, construction, or operation of projects within this Project Area. The Agency may seek the aid and cooperation of such public entities in order to accomplish the purposes of community development and the highest public good.

The Agency, by law, is not authorized to acquire real property owned by a public entity without the consent of the public entity. The Agency, however, will seek the cooperation of all public entities that own or intend to acquire property in the Project Area. To the extent allowed by law, the Agency shall impose on all public entities owning real property in the Project Area the planning and design controls contained in this Plan to the end that uses and any future development by public entities will conform to the requirements of this Plan.

#### **3. PROPERTY MANAGEMENT**

During such time that property, if any, in the Project Area is owned by the Agency, such property shall be under the management and control of the Agency. Such property may be rented or leased by the Agency pending its disposition for community development.

#### 4. PROPERTY DISPOSITION AND DEVELOPMENT

The Agency is also authorized, by lawful means, to provide for and promote the community development of the Project Area as described below.

While there are currently no buildings or structures in the Project Area and it is unlikely that there will ever be a need to demolish and clear buildings or structures in the Area, the Agency is authorized to demolish and clear buildings, structures, and other improvements from any real property in the Project Area, should such a need occur, to carry out the purposes of this Plan. The Agency is authorized to install and construct or to cause to be installed and constructed the public improvements, public facilities, and public utilities, within the Project Area, not prohibited by law which are necessary or desirable to carry out this Plan, as well as publicly-owned improvements and infrastructure outside the Project Area that are of benefit to the Project Area. The Agency is authorized to prepare or cause to be prepared as building sites any real property in the Project Area. The Agency is also authorized to rehabilitate or to cause to be rehabilitated any building or structure in the Project Area should such a need occur in the future. The Agency is also authorized to advise, encourage, and assist in the rehabilitation of property in the Project Area not owned by the Agency should such a need occur in the future.

For the purposes of this Plan, the Agency is authorized to sell, lease, exchange, subdivide, transfer, assign, pledge, encumber by mortgage or deed of trust, or otherwise dispose of any interest in real property. The Agency is authorized to dispose of real property by leases or sales by negotiation with or without public bidding. All real property acquired by the Agency in the Project Area shall be sold or leased to public or private persons or entities for development for the uses permitted in this Plan. Real property may be conveyed by the Agency to the City or any other public entity without charge. The Agency shall reserve such controls in the disposition and development documents as may be necessary to prevent transfer, retention, or use of property for speculative purposes and to insure that development is carried out pursuant to this Plan. All purchasers or lessees of property from the Agency shall be made obligated to use the property for the purposes designated in this Plan, to begin and complete development of the property within a period of time which the Agency fixes as reasonable, and to comply with other conditions which the Agency deems necessary to carry out the purposes of this Plan.

To the maximum possible extent, the objectives of this Plan are to be accomplished through Agency encouragement of, and assistance to, private enterprise in carrying out development activities. To provide adequate safeguards to ensure that the provisions of this Plan will be carried out, all real property sold, leased, or conveyed by the Agency, as well as all property subject to participation agreements, shall be made subject to the provisions of this Plan by leases, deeds, contracts, agreements, declarations of restrictions, provisions of the City ordinances, conditional use permits, or other means. Where appropriate, as determined by the Agency, such documents or portions thereof shall be recorded in the Office of the County Recorder. The leases, deeds, contracts, agreements, and declarations of restrictions may contain restrictions, covenants, covenants running with the land, rights of reverter, conditions subsequent, equitable servitudes, or any other provision necessary or desirable to carry out this Plan.

To the extent now or hereafter permitted by law, the Agency is authorized to pay for, develop, or construct any building, facility, structure, or other improvement either within or outside the Project

Area for itself or for any public entity to the extent that such improvement would be of benefit to the Project Area. During the period of development in the Project Area, the Agency shall require that the provisions of this Plan and of other documents formulated pursuant to this Plan are being observed, and that development in the Project Area is proceeding in accordance with development documents and time schedules. Plans for development by owners or developers shall be submitted to the Agency for review and approval. All community development must conform to this Plan and all applicable federal, state, and local laws.

For the purpose of this Plan, the Agency is authorized to sell, lease, exchange, transfer, assign, pledge, encumber, and otherwise dispose of personal property.

## **E. APPROVALS**

The City shall approve the design of all development within the Project Area to ensure that development therein is consistent with this Plan.

## **6. HOW THE PURPOSES OF THIS TITLE WILL BE ATTAINED BY THE COMMUNITY DEVELOPMENT [17C-4-103(4)]**

It is the intent of the Agency, with the assistance and participation of private owners, to facilitate new development within the Project Area that includes this objective: the creation of a City Center and an employment center. There has been little activity in the area over the past ten years, since the UDOT road widening, and public assistance is necessary in order to encourage economic development. Further, the Project will strengthen the tax base of all applicable taxing entities, will accomplish community development objectives and create a well-planned community center. The purposes of the Act will be obtained as a result of the proposed community development project by accomplishing the following items:

### **A. ESTABLISHMENT OF NEW BUSINESS**

The project includes significant commercial development which will benefit the State, City and other taxing entities through increased job creation, increased sales tax base, increased property tax base, and increased income taxes paid.

### **B. PUBLIC INFRASTRUCTURE IMPROVEMENTS**

The construction of the public infrastructure improvements as provided by this Plan will support the development contemplated herein and provide for future development in surrounding areas. Infrastructure is an important element of economic development and areas that lack good infrastructure are not able to be competitive in attracting good-quality businesses to locate in their community.

Specifically, this Plan contemplates water reconstruction, storm water reconstruction, street improvements, increased signage and landscaping, establishment of a revolving loan fund for façade renovations and potential economic incentives to attract a major tenant. Further, there are extraordinary costs of development associated with some of the properties in the Project Area, due to the potential cost of demolishing old buildings. Thus, the components of the Project provided in

this Plan will encourage, promote and provide for community development within the Project Area and the City generally for years to come.

## 7. THE PLAN IS CONSISTENT WITH AND WILL CONFORM TO THE COMMUNITY'S GENERAL PLAN [17C-4-103(5)]

This Plan is consistent with the City's General Plan that was updated and approved May 26, 2009. Specifically, the City's mission statement states a desire to "provide quality, affordable services for its citizens, while promoting community pride, fostering economic development and managing growth." This Project Area Plan will foster economic growth.

The General Plan specifically states:

*1700 South, between 1000 West and 2000 West is currently planned for improvements that will dramatically increase traffic movement through the city. Land areas on both the north and south side along this section of 1700 South should be viewed and utilized as "prime" commercial real estate areas. These areas will allow commercial establishments to take advantage of the future high traffic volumes while providing necessary services and commercial opportunities for residents as well as those who may be traveling through the City to visit Antelope Island. As 1700 South is improved and widened to the west of 2000 West, this corridor will evolve as a major commercial corridor in the City, eventually connecting the Town Center with the future North Legacy Parkway. Particular attention should be given to the quality and type of commercial development that occurs along this section of 1700 South as it will become a new gateway to the City and Antelope Island via Legacy Parkway at Bluff and 1700 South. (Syracuse City General Plan, March 11, 2014, p. 13)*

## 8. DESCRIPTION OF ANY SPECIFIC PROJECT OR PROJECTS THAT ARE THE OBJECT OF THE PROPOSED COMMUNITY DEVELOPMENT [17C-4-103(6)]

The proposed community development project will include a mix of retail, office and residential uses. It is anticipated that approximately 784,799 additional square feet will be built in the area. The City would like to attract a major anchor tenant in order to provide greater economic stability and reduce the current high turnover rates in the area.

Specific projects also include reconstruction and upgrading of public infrastructure improvements, in order to serve the new development anticipated for the area. Other projects may include the establishment of a Revolving Loan Fund for façade improvements, funds for demolition of deteriorating properties where a private developer is involved. Again, no eminent domain is

included as part of this Project Area Plan and demolition of properties would only occur through the voluntary participation of a property owner.

## **9. HOW PRIVATE DEVELOPERS WILL BE SELECTED AND IDENTIFICATION OF CURRENT DEVELOPERS IN THE COMMUNITY DEVELOPMENT PROJECT AREA [17C-4-103(7)]**

### **A. SELECTION OF PRIVATE DEVELOPERS**

No developers have currently been selected for this Project Area. The Agency contemplates that owners of real property within the Project Area will take advantage of the opportunity to develop their property, or sell their property to developers for the development of facilities within the Project Area. In the event that owners do not wish to participate in the community development in compliance with the Plan, or in a manner acceptable to the Agency, or are unable or unwilling to appropriately participate, the Agency reserves the right pursuant to the provisions of the Act to acquire parcels, to encourage other owners to acquire other property within the Project Area, or to select non-owner developers by private negotiation, public advertisement, bidding or the solicitation of written proposals, or a combination of one or more of the above methods.

### **B. IDENTIFICATION OF DEVELOPERS WHO ARE CURRENTLY INVOLVED IN THE PROPOSED COMMUNITY DEVELOPMENT**

No specific developers are currently involved in the proposed Community Development Area.

#### **1. QUALIFIED OWNERS**

Any person wishing to become a developer will be required to own or have the right to purchase all or part of the Project Area.

#### **2. OTHER PARTIES**

If no owner in the Project Area, as described in Subparagraph A above, who possesses the skill, experience and financial resources necessary to become a developer in the Project Area is willing or able to become a developer of all or part of the Project Area, the Agency may identify other qualified persons who may be interested in developing all or part of the Project Area. Potential developers may be identified by one or more of the following processes: (1) public solicitation, (2) requests for proposals (RFP), (3) requests for bids (RFB), (4) private negotiation, or (5) some other method of identification approved by the Agency.

#### **3. OWNER PARTICIPATION AGREEMENTS**

The Agency has not entered into nor does it intend to enter into any owner participation agreements or agreements with developers to develop all or part of the Project Area until after the Agency and the City decide whether or not to adopt this Plan for the Project Area. If the Project Area is adopted,

## 10. REASONS FOR THE SELECTION OF THE PROJECT AREA [17C-4-103(8)]

The Project Area was selected by the Agency as that area within the City having an immediate opportunity to strengthen the community and to move forward the goals and objectives as expressed in the City's General Plan. Additionally, although not required as part of this Plan, it is anticipated that the project will create new jobs.

The Project Area contains a portion of the City that is desirable for commercial development because of: (1) its access and visibility along 1700 South (Antelope Drive) – a major corridor to Antelope Island; and (2) the opportunity to commence public-private partnerships to improve this area of the City and create a City and employment center.

Specific boundaries of the Project Area were arrived at by the Agency after a review of the area by members of the Agency, City staff, economic development consultants, and other technical and legal consultants. Planned treatment of this area is intended to stimulate development to the degree necessary for sound long-term growth in the Project Area and to encourage the development of real property located within the Project Area. Finally, development of the Project Area as a City and Employment Center is an important element in the City's General Plan.

## 11. DESCRIPTION OF THE PHYSICAL, SOCIAL AND ECONOMIC CONDITIONS EXISTING IN THE AREA [17C-4-103(9)]

### A. PHYSICAL CONDITIONS

The Project Area consists of approximately 46.79 acres of developable land, or land that currently does not have improvements, including 19.98 acres of vacant land, 21.61 acres of agricultural land, and 5.19 acres of undeveloped exempt land. Total acreage in the Project Area is 66.84 acres. The Project Area contains several buildings, including retail, office, and other commercial buildings, a single-family residence, agricultural structures, and a public works facility.

### B. SOCIAL CONDITIONS

No unusual social conditions were found to exist. Because of the development of land into a mixed use City Center, consistent with the General Plan of the City, this area will take on a new social character that will enhance existing development in the City. The Syracuse Antelope Drive Project Area Plan will bring residents and visitors to the Project Area for shopping and employment. It is anticipated, therefore, that the proposed project area will add to the community's economy, quality of life, and reputation.

### C. ECONOMIC CONDITIONS

The Project Area currently has residential and commercial development; however, 20 percent of the land is tax exempt, and 33 percent has been held in "greenbelt" status and therefore has a very

low taxable value of \$17,635<sup>5</sup> associated with the greenbelt properties only. The total base year taxable value in the Project Area is \$11,450,610.

## 12. TAX INCENTIVES OFFERED TO PRIVATE ENTITIES FOR FACILITIES LOCATED WITHIN THE PROJECT AREA [17C-4-103(10)]

The Agency intends to use property tax increment generated within the Project Area to pay part of the costs associated with development of the Project Area. The Agency intends to negotiate and enter into one or more inter-local agreements with Davis County, Davis School District, Weber Basin Water Conservancy, Davis County Mosquito Abatement and North Davis Sewer District to secure receipt of a portion of the property tax increment generated within the Project Area that would otherwise be paid to those taxing entities. Collectively, those tax revenues may be used to reimburse a private developer for a portion of the cost of the public infrastructure improvements including interest and bonding costs. Subject to the provisions of the Act, the Agency may agree to pay for eligible development costs and other items from such tax revenues for any period of time the Agency and the taxing entities may deem appropriate under the circumstances.

*Specifically, the Agency intends to enter into agreements with each of the taxing entities whereby the Agency will receive 60 percent of the property tax increment for a period of 20 years. The Project Area will trigger no later than December 31, 2020.*

Detailed tax increment information is provided in Appendix D in the Project Area Budget that is attached to this Plan and made a part thereof.

## 13. ANALYSIS OR DESCRIPTION OF THE ANTICIPATED PUBLIC BENEFIT TO BE DERIVED FROM THE COMMUNITY DEVELOPMENT [17C-4-103(11)]

The public will realize significant benefits from the development of the Community Development Project Area as proposed by this Plan. The Agency's long-term objective in developing the Project Area is to create a high quality City and Employment Center that will diversify the City's economic and tax base and provide employment opportunities to City residents.

In order to facilitate the development contemplated herein, the Agency created the Project Area. The City and the Agency saw the development of the Project as an opportunity to "jump start" the proposed redevelopment by creating a public-private partnership for the project area.

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<sup>5</sup> Source: Davis County Assessor's Office, 2015

## **A. BENEFICIAL INFLUENCES ON THE TAX BASE**

The incremental taxable value of the area is \$91.67 million over the next 20 years. At that time, the incremental property tax revenues to all taxing entities should reach over \$1.29 million per year. In addition, the development will generate sales tax revenues and municipal energy (“franchise”) tax revenues.

In addition to tax revenues, the project will generate other revenues including Class B/C Road Funds, business license fees, charges for services, and one-time fees such as building permits and impact fees.

## **B. ASSOCIATED BUSINESS AND ECONOMIC ACTIVITY**

Business and economic activity likely to be derived includes business and employee expenditures, as well as construction expenditures.

### **1. BUSINESS AND EMPLOYEE EXPENDITURES**

It is anticipated that employees and business owners in the Syracuse Antelope Drive CDA Project Area will directly or indirectly purchase local goods and services related to their operations from local or regional suppliers. These purchases will likely increase employment opportunities in the related areas of business equipment, furniture and furnishings, business supplies, computer equipment, communication, security, transportation and delivery services, maintenance, repair and janitorial services, packaging supplies, office and printing services, transportation and delivery services.

A summary of benefits is as follows:

- Provide an increase in direct purchases in the City.
- Provide economic diversification within the City and Davis County.
- Encourage economic development in order for a public or private employer to create additional jobs in the community.
- Complement existing businesses and industries located within the City by providing new employees who may live and shop and pay taxes in the City and the region.
- Another benefit will be the expenditure of income by employees filling the new positions. The types of expenditures by employees in the area will likely include convenience shopping for personal and household goods, lunches at area restaurants, convenience purchases and personal services (haircuts, banking, dry cleaning, etc.) The employees will not make all of their convenience or personal services purchases near their workplace, and each employee's purchasing patterns will be different. However, it is reasonable to assume that a percentage of these annual purchases will occur within close proximity to the workplace (assuming the services are available).

## 2. CONSTRUCTION EXPENDITURES

Economic activity associated with the development will include construction activity. Market value of the project is expected to reach \$91.67 million. This will create a significant number of construction jobs.

## APPENDIX A: PROJECT AREA MAP AND LAYOUT OF PRINCIPAL STREETS



## APPENDIX B: LEGAL DESCRIPTION

A portion of the N1/2 of Section 15 and the SW1/4 of Section 10, all in Township 4 North, Range 2 West, Salt Lake Base & Meridian, located in Syracuse City, Utah, more particularly described as follows:

Beginning at a point North89°40'57"West, along the North line of said Section 15, a distance of 363.00 feet from the Northeast corner of Section 15, Township 4 North, Range 2 West, Salt Lake Base & Meridian; thence South 00°09'08"West, a distance of 60.00 feet to the Northeast corner of Lot 2 of Colby Crossing Subdivision; thence South 00°09'08"West along the East line of said Lot 2, a distance of 228.00 feet to the Southeast corner of said Lot 2 and also being a point on the North line of Desertscape Subdivision Amended; thence North89°58'46"East along the North line of Desertscape Subdivision Amended, a distance of 330.00 feet to a point on the Westerly right-of-way line of 1000 West Street and the Northeast corner of Desertscape Subdivision; thence South 00°09'08"West along the east line of Desertscape Subdivision Amended and lying parallel with and 33.00 feet west of the section line, a distance of 371.53 feet to the Southeast corner of Desertscape Subdivision Amended; thence South89°58'36"West, along the south line of said Desertscape Subdivision Amended, a distance of 1295.53 feet to the Southwest corner of said Desertscape Subdivision Amended and the Northeast corner of Antelope Run Subdivision; thence South89°58'15"West, along the North side of Antelope Run Subdivision, a distance of 880.06 feet; thence North00°07'16"East, a distance of 1.40 feet; thence South89°58'15"West, a distance of 448.50 feet to the Northwest corner of said Antelope Run Subdivision and a point on the East line of Allison Acres Subdivision No.2; thence North00°07'16"East, along the East line of Allison Acres Subdivision No. 2 and Allison Acres Subdivision No. 1, a distance of 572.70 feet; thence South89°58'46"West, a distance of 258.89 feet to a point on the West line of the parcel recorded in the Davis County Recorders Office, Book 4405, Page 181, Entry Number 2319383 (Parcel 12-085-0035); thence South00°07'16"West, along the West line of said parcel 12-085-0035, a distance of 103.00 feet to a point on the North line of Allison Acres Subdivision No. 1; thence along the North and West boundary line of Allison Acres Subdivision No. 1 the following four courses; (1) , South89°58'46"West, a distance of 6.69 feet; (2) South00°07'16"West, a distance of 41.00 feet; (3) South89°58'46"West, a distance of 66.39 feet to the Northwest corner of Allison Acres Subdivision No. 1; (4) South00°07'02"East, a distance of 148.14 feet to the Southwest corner of Allison Acres Subdivision No. 1; thence South00°07'02"East, along the Westerly line of Allison Acres Subdivision No.2, a distance of 117.45 feet to the NE corner of Wheatland Estates Phase 1; thence S89°58'46"W, along the North line of Wheatland Estates Phase 1, a distance of 329.69 feet more or less to the Northwest corner of Wheatland Estates Phase 1 and the Northeast corner of Hills Boro Subdivision Phase 2; thence West, along the North line of Hills Boro Subdivision Phase 2 and Phase 1, a distance of 670.81 feet to the Northwest corner of Hills Boro Subdivision Phase 1 and a point on the East line of Walker Estates Subdivision; thence North00°09'27"West, along the East line of Walker Estates Subdivision, a distance of 28.49 feet to the Northeast corner of Walker Estates Subdivision; thence S89°58'46"W, along the South line of Heritage Lane Commercial Plaza PUD, a distance of 609.80 feet to the Easterly right-of-way line of Heritage Lane; thence North along the East right-of-way line of Heritage Lane and the arc of a 70.00 foot radius curve to the right (center bears South89°56'59"East, cord bears North17°08'02"East 41.13 feet with a central angle of 34°10'03"), a distance of 41.74 feet; thence North34°13'03"East along the East right-of-way line of Heritage Lane, a distance of 269.39 feet; thence North along the East right-of-way line of Heritage Lane and the arc of a 130.00 foot radius curve to the left (center bears North55°46'57"West, cord bears North17°05'55"East 76.53 feet with a central angle of 34°14'17"), a distance of 77.68 feet; thence North00°01'14"West, partially along the East right-of-way line of Heritage Lane, a distance of 164.85 feet to a point on the North line of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence North89°40'57"West along said Section line, a distance of 803.39 feet; thence North, a distance of 81.12 feet to a point on the North right-of-way line of 1700 South Street; thence North44°35'02"West, along the North line of 1700 South Street and the East line of 2000 West Street, a distance of 43.17 feet; thence North00°29'39"East, along the east right-of-way line of 2000 West Street, a distance of 185.30 feet; thence South89°40'57"East; a distance of 334.04 feet; thence North00°29'59"East, a distance of 2.30 feet, thence South89°40'57"East, a distance of 292.85 feet, thence South00°09'42"West, a distance of 5.19 feet to the Northwest corner of the parcel recorded in the Davis County Recorders Office, Book 4570, Page 199, Entry Number 2378279 (parcel 12-052-0052); thence East, along the north line of parcel 12-052-0052, a distance of 81.70 feet to the Northeast corner of parcel 12-052-0052 and the Northwest corner of the parcel recorded in the Davis County Recorders Office, Book 4664, Page 1132, Entry Number 2406959 (parcel 12-052-0159); thence South89°40'57"East, along the North line of parcel 12-052-0159, a distance of 226.05 feet to the Northeast corner of parcel 12-052-0159; thence South00°01'14"West, along the West line of the parcel recorded in the Davis County Recorders Office, Book 4781, Page 753, Entry Number 2452911 (parcel 12-052-0165), a distance of 235.80 feet to the North right-of-way line of 1700 South Street; thence South 67.80 feet to a point on the North line of said section 15, thence South89°40'57"East, along the North line of said section 15, a distance of 3948.62 feet to the point of beginning.

Excepting therefrom said parcel 12-085-0035.

## APPENDIX C: LIST OF PARCELS

| Parcel Number | Tax District | 2015 Taxable Value | Area | Acres | Legal Description                                                                                                                                                                                        |
|---------------|--------------|--------------------|------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 120860098     | 54           | \$3,343            | 3    | 0.54  | A TRACT OF LAND IN FEE, BEING ALL OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 SW 1/4 OF SEC 10-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT A PT 696.30 FT (RECORD 10.5   |
| 120860100     | 54           | \$0                | 3    | 0.39  | ALL OF LOT 2, SUITE B, HERITAGE LANE COMMERCIAL PLAZA PUD. CONTAINS 0.29 ACRES                                                                                                                           |
| 120860104     | 54           | \$0                | 3    | 1.13  | ALL OF LOT 3 SUITE C, HERITAGE LANE COMMERCIAL PLAZA PUD CONTAINS 0.37 ACRES                                                                                                                             |
| 120860105     | 54           | \$0                | 3    | 3.07  | ALL OF LOT 4 SUITE D, HERITAGE LANE COMMERCIAL PLAZA PUD CONTAINS 0.29 ACRES                                                                                                                             |
| 120860103     | 54           | \$0                | 3    | 0.68  | BEG 100 RODS E & 18 RODS S FR NW COR SEC 15-T4N-R2W, SLM; S 231.54 FT TO THE N LINE OF HILLS BORO SUBDIVISION PHASE 2; TH E 11 RODS, M/L; TH N 231.95 FT, M/L; TH W 5 RODS; TH N 2 RODS; TH W 5 RODS; TH |
| 126910003     | 54           | \$525,000          | 3    | 1.01  | ALL OF UNIT 101, HERITAGE LANE BUSINESS CONDOMINIUMS                                                                                                                                                     |
| 125420008     | 54           | \$0                | 3    | 0.94  | ALL OF UNIT 103, HERITAGE LANE BUSINESS CONDOMINIUMS.                                                                                                                                                    |
| 120860095     | 54           | \$0                | 3    | 0.95  | ALL OF UNIT 102, HERITAGE LANE BUSINESS CONDOMINIUMS.                                                                                                                                                    |
| 126910002     | 54           | \$287,496          | 3    | 0.94  | COMMON AREA OF HERITAGE LANE BUSINESS CONDOMINIUMS AS DEFINED BY PLAT RECORDED 12-10-2002 AS ENTRY NUMBER 1811792 BOOK 3183 PAGE 203 CONT. 0.057 ACRES. THE INFORMATION SHOWN ON THIS PARCEL NUM         |
| 125420005     | 54           | \$0                | 3    | 0.95  | A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECT  |
|               |              |                    |      |       |                                                                                                                                                                                                          |
| 126910004     | 54           | \$485,000          | 3    | 0.42  | A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECT  |
| 126910005     | 54           | \$715,000          | 3    | 0.42  | A TRACT OF LAND IN FEE BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSEC   |
| 126910006     | 54           | \$840,000          | 3    | 0.58  | A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT                                                                    |

| Parcel Number | Tax District | 2015 Taxable Value | Area | Acres | Legal Description                                                                                                                                                                                        |
|---------------|--------------|--------------------|------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               |              |                    |      |       | OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE B                                                                                                                                        |
| 126910007     | 54           | \$313,632          | 3    | 0.02  | PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE                                                                                          |
| 120860106     | 54           | \$8,752            | 1    | 0.65  | A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERS   |
| 127680002     | 54           | \$1,669,044        | 3    | 0.10  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
| 127680001     | 54           | \$2,490,000        | 3    | 0.34  | A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERS   |
| 120850087     | 54           | \$0                | 3    | 0.38  | A TRACT OF LAND IN FEE, BEING ALL OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT A PT 33.00 FT S & 258.00 FT W   |
| 123800002     | 54           | \$1,170,000        | 3    | 0.65  | COMMON AREA OF HERITAGE LANE COMMERCIAL PLAZA PUD, AS DEFINED BY PLAT RECORDED 2-8-2000, AS E# 1574055, BK 2613, PG 67. CONTAINS 3.20 ACRES LESS & EXCEPTING: A PARCEL OF LAND IN FEE, FOR THE W         |
| 123800003     | 54           | \$120,877          | 3    | 0.37  | A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 OF SEC 15 & WALKER ESTATES, A COMMUNITY |
| 123800004     | 54           | \$94,740           | 3    | 0.30  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
| 120850085     | 54           | \$39,488           | 3    | 0.56  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN HERITAGE LANE COMMERCIAL PLAZA PUD, A SUB IN THE  |
| 124990101     | 54           | \$325,000          | 3    | 0.61  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN HERITAGE LANE COMMERCIAL PLAZA PUD, A SUB IN THE  |

| Parcel Number | Tax District | 2015 Taxable Value | Area | Acres | Legal Description                                                                                                                                                                                        |
|---------------|--------------|--------------------|------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 124990103     | 54           | \$165,000          | 3    | 0.39  | BEG 11.50 CHAINS E & S 00°19'03" W 33.00 FT OF NW COR OF SEC 15-T4N-R2W, SLM; TH S 89°40'57" E 60.84 FT; TH SE'LY 7.22 FT ALG THE ARC OF A 30.00 FT RAD CURVE TO THE RIGHT (CHORD BEARS S 45°26'59" E 7. |
| 124990102     | 54           | \$165,000          | 3    | 5.65  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN HERITAGE LANE COMMERCIAL PLAZA PUD, A SUB IN THE  |
| 124990104     | 54           | \$0                | 3    | 2.63  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
| 120850090     | 54           | \$0                | 3    | 0.17  | A PART OF THE NW 1/4 OF SEC 15-T4N-R2W, SLM; BEG AT A PT ON THE N LINE OF SD 1/4 SEC, WHIS 1141.34 FT N 89°58'46" E ALG SD N LINE & S 00°07'21" W 76.34 FT FR THE NW COR OF SD 1/4 SEC; TH E'LY 119.06   |
| 120850091     | 54           | \$0                | 3    | 0.95  | BEG 1328.65 FT W & S 00°08'38" W 87.00 FT FROM NE COR OF NW 1/4 OF NE 1/4 SEC 15-T4N-R2W, SLM; TH S 572.70 FT; TH E 382.50 FT, M/L, TO A PT ON THE W LINE OF PARCEL 2 RECORDED IN BK 3669 PG 866; TH NW  |
| 120850089     | 54           | \$0                | 3    | 6.53  | A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSE  |
| 120850095     | 54           | \$0                | 3    | 1.34  | A TRACT OF LAND IN FEE, BEING ALL OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT A PT 1666.50 FT (RECORD 101 RO  |
| 120850094     | 54           | \$0                | 3    | 6.62  | A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 SW 1/4 OF SEC 10-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERS   |
| 120850096     | 54           | \$0                | 3    | 0.57  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
| 120850097     | 54           | \$0                | 3    | 0.02  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
| 120850098     | 54           | \$0                | 3    | 4.84  | BEG 555 FT W FR THE NE COR OF THE NW 1/4 OF SEC 15-T4N-R2W, SLB&M; & RUN TH S 14 RODS; TH W 80                                                                                                           |

| Parcel Number | Tax District | 2015 Taxable Value | Area | Acres | Legal Description                                                                                                                                                                                        |
|---------------|--------------|--------------------|------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               |              |                    |      |       | FT; TH N 14 RODS; TH E 80 FT TO THE POB. CONT. 0.427 ACRES EXCEPTING THEREFR THE FOLLOWING: A PA                                                                                                         |
| 120850099     | 54           | \$0                | 3    | 0.43  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 SW 1/4 OF SEC 10-T4N-R2W, SLB&M. THE   |
| 120860102     | 54           | \$0                | 3    | 0.28  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M    |
| 123800006     | 54           | \$0                | 3    | 0.50  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M; THE B |
| 120850101     | 54           | \$0                | 3    | 0.31  | A PARCEL OF LAND IN FEE, INCIDENT TO THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W,  |
| 120860099     | 54           | \$0                | 3    | 0.15  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M    |
| 123800007     | 54           | \$0                | 3    | 1.05  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M, T |
| 123800009     | 54           | \$0                | 3    | 0.16  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
| 120860101     | 54           | \$0                | 3    | 1.73  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M    |
| 123800008     | 54           | \$0                | 3    | 0.83  | A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE SW 1/4 SW 1/4 OF SEC 10-T4N-R2W, SLB&M. THE B  |
| 120850105     | 54           | \$0                | 3    | 0.17  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENITRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-                  |

| Parcel Number | Tax District | 2015 Taxable Value | Area | Acres | Legal Description                                                                                                                                                                                        |
|---------------|--------------|--------------------|------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               |              |                    |      |       | R2W, SLM, THE BND                                                                                                                                                                                        |
| 120850104     | 54           | \$145,000          | 3    | 0.29  | ALLOFLOT3,DESERTSCAPE SUBDIVISION. CONT. 0.25000 ACRES.                                                                                                                                                  |
| 120850029     | 54           | \$0                | 3    | 1.75  | A TRACT OF LAND IN FEE, BEING ALL OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM, THE BNDRY OF SDTRACT OF LAND ARE DESC AS FOLLOWS: BEG ON THE S LN OF A STR 33.00 FT S &   |
| 120860096     | 54           | \$0                | 3    | 0.12  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M.       |
| 120850108     | 54           | \$0                | 3    | 0.42  | BEG AT A PT 40 RODS W OF NE COR OF NW 1/4 OF SEC 15-T4N-R2W, SLM; TH S 529.58 FT, M/L, TO N LINE OF HILLS BORO SUB PHASE 2; TH W 9 RODS; TH N 231.95 FT, M/L, TO A PT 264 FT S OF S LINE OF A STR; THE   |
| 120850109     | 54           | \$72,556           | 3    | 0.11  | BEG AT A PT WH IS 1838.00 FT, M/L, S 89°40'57" E ALG THE SEC LINE & 86.96 FT S 0°19'03" W TO A PT 55.00 FT PERP'LY DISTANT S'LY FR THE CENTERLINE OF A PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 5 |
| 120860094     | 54           | \$0                | 3    | 0.15  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-                      |
| 120850111     | 54           | \$0                | 3    | 0.47  | BEG AT A PT 5 CHAINS W & S 0°19'03" W 86.98 FT FR NE COR OF NW 1/4 SEC 15-T4N-R2W, SLM; TH W 165 FT; TH S 75.03 FT; TH W 60 FT; TH S 69 FT; TH W 80 FT; TH N 144.03 FT; TH W 25 FT; TH S 442.625 FT; TH  |
| 120850116     | 54           | \$0                | 3    | 0.01  | BEG N 89°59'50" W 393.71 FT ALG SEC LN & S 0°11'26" W 52.36 FT FR NE COR OF NW 1/4 SEC 14-T4N-R2W, SLM; TH W'LY ALG THE ARC OF A 10,050.00 FT RAD CURVE TO THE RIGHT 230.29 FT (LC BEARS S 89°20'48" W 2 |
| 120850088     | 54           | \$0                | 3    | 0.21  | BEG 2,350.92 FT E & S 0°11'26" W 49.82 FT E FR NW COR OF SEC 14-T4N-R2W, SLM; TH S 75.18 FT; TH W 100 FT; TH N 72.64 FT; TH E'LY 30.17 FT ALG THE ARC OF A 10,055.00 FT RADIUS CURVE TO THE LEFT (LC BEA |
| 120850031     | 54           | \$0                | 3    | 0.05  | BEG ON W LN OF ST N 0°07'41"E 896.0 FT ALG THE SEC LN & S 89°58'46"W 33.0 FT PARA TO S SEC LN FR SE COR OF SEC 10, T4N-R2W; SLM: TH N 0°07'41"E 100 FT ALG W LN OF SD ST; TH S 89°58'46"                 |
| 120850112     | 54           | \$0                | 3    | 0.38  | BEG ON W LN OF ST, 1000 W ST, AT PT N 0°07'41"E 396 FT ALG SEC LN & S 89° 58'46"W 33 FT PARA TO S LN OF SD SEC FR SE COR SEC 10; T4N-R2W; SLM: TH S 89°58'46"W 183.33 FT, M OR L, TO E LN                |
| 120850086     | 54           | \$94,868           | 3    | 0.23  | A PT OF THE NW 1/4 OF SEC 14-T4N-R2W, SLM; BEG AT A PT ON THE S LINE OF 1700 S STR AS WIDENED TO 55.00 FT HALF-WIDTH BEING 472.56 FT S 89°59'50" E ALG THE SEC LINE & 55.00 FT S 0°09'08" W FR THE NW CO |

| Parcel Number | Tax District | 2015 Taxable Value | Area | Acres | Legal Description                                                                                                                                                                                        |
|---------------|--------------|--------------------|------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 120850115     | 54           | \$77,005           | 3    | 0.46  | A PT OF THE NW 1/4 OF SEC 14-T4N-R2W, SLM; BEG AT A PT 621.92 FT S 89°59'50" E ALG THE SEC LINE & 339.44 FT S 0°00'10" W FR THE NW COR OF SD SEC 14; & RUN TH S 0°00'10" W 134.50 FT; TH N 89°59'50" W 1 |
| 120850117     | 54           | \$0                | 3    | 0.07  | BEG AT A PT N 89°59'49" W 295.99 FT ALG THE SEC LINE & S 355.27 FT & S 89°53'53" W 141.2 FT, M/L, FR THE NE COR OF THE NW 1/4 OF SEC 14-T4N-R2W, SLM; & RUN TH N 89°59'50" W 258.80 FT; TH S 0°11'26" W  |
| 120850119     | 54           | \$190,651          | 3    | 0.16  | BEG AT A PT 216.33 FT W & N 33 FT & N 00°19'14" E 15.18 FT FR SE COR SEC 10-T4N-R2W, SLM; SD PT BEING ON THE N LINE OF PPTY CONV IN WARRANTY DEED RECORDED 04/17/2008 AS E# 2357777 BK 4514 PG 115; SD P |
| 120520052     | 54           | \$0                | 3    | 0.26  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE SE 1/4 SE 1/4 OF SEC 10-T4N-R2W, SLB&M. THE   |
| 120520159     | 54           | \$0                | 3    | 0.33  | A PART OF THE NW 1/4 OF SEC 14-T4N-R2W, SLM; BEG AT A PT ON THE S LINE OF 1700 SOUTH STR AS WIDENED TO 55.00 FT HALF-WIDTH BEING 51.00 FT S 89°59'50" E ALG THE SEC LINE & 55.00 FT S 0°09'08" W & S 89° |
| 120520158     | 54           | \$0                | 3    | 0.05  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO 0108, BEING PART OF AN ENTIRE TRACT OF PROP, SIT IN THE NW 1/4 NW 1/4 OF SEC 14-T4N-R2W, SLB&M, TH |
| 120520163     | 54           | \$1,453,158        | 3    | 0.40  | BEG AT A PT S 89°59'50(") E ALG THE SEC LINE 1174.85 FT & S 00°10'10" W 218.00 FT (RECORD 1173.33 FT E & 218.00 FT S) FR THE NW COR OF SEC 14-T4N-R2W, SLB&M, SD PT BEING THE SW COR OF LOT 4, SYRACUSE  |
| 120520164     | 54           | \$0                | 3    | 0.04  | BEG ON W LINE OF STR N 0°07'41" E 796.0 FT ALG SEC LINE & S 89°58'46" W 33 FT PARALLEL TO S LINE SD SEC FR SE COR SEC 10-T4N-R2W, SLM; TH N 0°07'41" E 100 FT ALG W LINE SD STR; TH S 89°58'46" W 411.18 |
| 120860093     | 54           | \$0                | 3    | 0.20  | A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M. THE   |
|               |              |                    |      |       |                                                                                                                                                                                                          |



# APPENDIX D: PROJECT AREA BUDGET





# CITY COUNCIL REGULAR MEETING AGENDA

August 9th, 2016

## Agenda Item # 8                      Preliminary Subdivision Plat 1958 South 2000 West

***Factual Summation***

Please review the following information. Any questions regarding this agenda item may be directed to Royce Davies, City Planner.

Location:                                      1958 South 2000 West  
 Current Zoning:                              PRD  
 General Plan:                                   PRD  
 Total Subdivision Area:                    5.22 Acres

***Summary***

This item was tabled by the Planning Commission on July 19, 2016 for the following reasons:

- The development lacks a direct connection to an arterial.
- The private road within the development does not have curb, gutter, or sidewalk.
- The proposed development is intended to be a phase of the Craig Estates development
- The Planning Commission alleged that private roads are not permitted.
- The development needs to show additional amenities.
- The road layout within the development raised concerns about emergency service access.
- Specific snow removal agreements with the HOA had not been reached.

On August 2, 2016 the Planning Commission voted 6 to 1 to recommend that the City Council approve the revised plans presented during that meeting. Responses to the original reasons for which the item was tabled during the July 19, 2016 meeting are included in this report. These responses are in the format that was presented to the Planning Commission on August 2, 2016.

The applicant provided an updated site plan that includes the covered pavilion with seating opposite the grill area in the central common space. There is also a buffer requirement on the northern property line where the project abuts the PO and GC zones. This buffer is not included in the plan but the applicant has indicated that it will be included in final phase iterations of the subdivision.

The applicant has requested approval of a 20 lot preliminary subdivision plat known as Jackson Court in the PRD Zone. The dimensions of these lots are as follows:

| Land Use                   | Area (sq. ft.)      | Percentage of Total Project Area | Acreage | Comments                                                 |
|----------------------------|---------------------|----------------------------------|---------|----------------------------------------------------------|
| Privately Owned Units (20) | 48,339 (2,400 each) | 21.3                             | 1.11    | 20' front and 15' rear yard setback compliant. All units |

|                        |         |      |      |                                                                         |
|------------------------|---------|------|------|-------------------------------------------------------------------------|
|                        |         |      |      | separated by 16'.<br>All are 20' by 20'.                                |
| Private Driveways (20) | 11,644  | 5.1  | 0.27 |                                                                         |
| Private Road           | 31,722  | 14   | 0.73 | Parking areas and turnaround hammerheads provided per IFC requirements. |
| Public Street          | 15,902  | 7    | 0.37 | Standard 60' ROW width and 120' cul-de-sac diameter compliant.          |
| Open Space             | 71,781  | 31.6 | 1.65 | Exceeds minimum 30% requirement.                                        |
| Common Space           | 47,841  | 21.1 | 1.09 | Exceeds minimum 20% requirement and contains amenities.                 |
| Total                  | 227,249 | 100  | 5.22 | None.                                                                   |

As is shown, all proposed land areas meet the minimum requirements for the PRD Zone. The applicant has also provided a subdivision design document showing the types of housing intended for the development. The home designs are similar to those existing in the Craig Estates neighborhood.

The landscape plan provided by the applicant shows various trees which line the public street and generally border the private road. The ordinance requires that landscaping requires that "The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide." Trees have been provided between each home along the private road and to the rear of the homes to meet this requirement.

Entry landscaping is provided on proposed berms in the central common area to create an inviting space. Trees have also been provided in this space.

Existing mature trees are planned to be maintained which will provide shade and aesthetic benefit to the community. A covered gathering area with a grill, counter, and outdoor seating is to be provided in the center of the common space. The applicant has included an example of what this may look like in the subdivision design document.

Staff has also been involved in discussions with the applicant and their landscape architect about the types of amenities that will be provided. As landscaping is not considered an amenity, the only amenities are the covered grill area and two benches. During the Planning Commission meeting on July 19<sup>th</sup>, 2016 the Planning Commission expressed concern about the lack of amenities in the subdivision and cited this as a reason for tabling the item. The applicant has since submitted an updated plan that shows the addition of an additional covered pavilion area in the central common area that will house some seating and tables.

The applicant has submitted revised plans, additional emergency vehicle access map, and a record of communications with the Craig Estates HOA to address concerns set forth by the Planning Commission in their motion to table the item in the July 19, 2016 meeting. These documents are included in this report.

Staff has also researched the various reasons for continuing the item and presents the following responses (concerns listed in italics and responses below each statement):

- *The development lacks a direct connection to an arterial.*

SCC 10.75.040(A)(7) “Minimum lot standards” states that “The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway.”

The only road that abuts the property and falls within the bounds of the Code is 2000 West which is a major arterial. There is sufficient space to provide a direct connection to 2000 West. This connection may be a private or public road as permitted in the PRD Zone.

SCC 8.10.070 “Relation to adjoining street systems” states the following: “Street access for new subdivisions shall be established by using the AASHTO Traffic Design Manual calculation of seven and one-half seconds of travel time between street accesses onto existing roadways (which calculated would be 385 feet at 35 mph) unless otherwise recommended by the Planning Commission. The street arrangement must be such as to cause no unnecessary hardship to owners of adjoining property when they plat their land and seek to provide for convenient access to it. Where, in the opinion of the Planning Commission, it is desirable to provide for street access to adjoining property, proposed streets shall be extended by dedication to the boundary of such property. Half streets along the boundary of land proposed for subdivision will not be permitted.”

The speed limit on 2000 West where it abuts the proposed development is 35 miles per hour. Using the AASHTO standard, the City Code establishes a minimum separation of 385 feet for new intersections. When measuring south from 1900 South (shown in red below) and north from 2025 South (shown in blue below), there is no point where the proposed subdivision fronts 2000 West where an intersection may occur that would meet the AASHTO standard. As such, a public street access may not occur from the proposed development to 2000 West without a recommendation from the Planning Commission.

The speed limit on Craig Lane is 25 miles per hour which requires a minimum separation of 275 feet between intersections (shown in yellow below). The intersection created by 2060 South has a separation distance which approximately overlaps the frontage of the property. Again, a street access may be provided here with a recommendation by the Planning Commission.

The applicant has expressed that they would be willing to provide access to 2000 West if necessary. However, staff has also included text in the draft development agreement that would require a traffic study for Craig Lane between the proposed development access and 2000 West, requiring road widening or other mitigation requirements along Craig Lane if a significant traffic impact were predicted.

It is the prerogative of the Planning Commission to recommend that the development access 2000 West. It is also the prerogative of the City Council to approve the development accessing Craig Lane. Due to the AASHTO standard cited in the City Code showing the proximity of 1900 South and 2050 South, and the heavy use of 2000 West, Staff recommends that the property be accessed from Craig Lane.

The following graphic shows the distances from intersections adjacent to the property.



- *The private road within the development does not have curb, gutter, or sidewalk.*

SCC Section 8.15.010 “Design Standards” Subsection (N) reads: Private streets shall only be permitted in PRD and cluster subdivisions. Private streets shall meet the minimum construction standards established for publicly dedicated streets with the standard right-of-way requirement. Pavement widths less than 35 feet may be permitted, when the private street ties into a minor collector street or greater, and does not terminate in a cul-de-sac. Private streets shall be perpetually maintained by a professionally managed homeowners’ association as established within an approved development agreement. The purpose of a private street is not to provide a street which is substandard in construction to public streets, but one that allows for private gated access and maintenance for the exclusive use and benefit of the residents residing on said private street.

The section of this Code stating that “Private streets shall meet the minimum construction standards established for publicly dedicated streets with the standard right-of-way requirement.” and “Pavement widths less than 35 feet may be permitted, when the private street ties into a minor collector street or greater, and does not terminate in a cul-de-sac.” verify this statement. The private street may not be narrower than 35 feet as Craig Lane is not a minor collector street or greater and a standard cross-section must be utilized.

- *The proposed development is intended to be a phase of the Craig Estates development .*

Some mention was made in the meeting that a rezone of Craig Estates to PRD would be required to include the proposed development as a phase of Craig Estates. There is no current precedent for this nor is there a City or State Code that requires it. An example of multi-zoned phasing that

has been approved by the City recently is Keller Crossing of which phases 1 and 3 differ in zoning and phase 2 is split into 2 distinct zones. As the PRD Zone and R-2 Zone are both residential zones, just as the R-2 and R-3 Zones which underlie the Keller Crossing subdivision, requiring Craig Estates to be rezoned to include the proposed subdivision as a phase or add-on would be inconsistent.

- *The Planning Commission alleged that private roads are not permitted.*

As stated above in SCC 8.15.010, private roads are permitted in the PRD Zone.

- *The development needs to show additional amenities.*

The applicant has included an additional pavilion with 4 tables across the sidewalk that bisects the central open space of the development. All other amenities remain the same. As there are no explicit requirements for the type, size, or number of amenities within the City Code, the determination of whether what the applicant has provided on the updated plan remains to be determined by the Planning Commission and City Council.

- *The road layout within the development raised concerns about emergency service access.*

The applicant has provided a map showing the design track for a fire truck. The tracks are contained within the paved area of the private road.

- *Specific snow removal agreements with the HOA had not been reached.*

The applicant has provided documentation indicating the specifics of snow removal agreements with the HOA of Craig Estates. Fire hydrants have also been moved to accommodate for snow storage at the end of each projecting leg of the private drive.

All other requirements of the PRD Zone are met by this development.

### ***Suggested Motion Language***

Approval – “I move the City Council approve the request of Adam Bernard for a 20 lot preliminary subdivision plat called Jackson Court consisting of 5.22 acres on property located at 1958 South 2000 West in the PRD Residential Zone.”

Table – “I move the City Council continue the request of Adam Bernard for a 20 lot preliminary subdivision plat called Jackson Court consisting of 5.22 acres on property located at 1958 South 2000 West in the PRD Residential Zone until (give date) based on the following findings:

1. (list findings)”

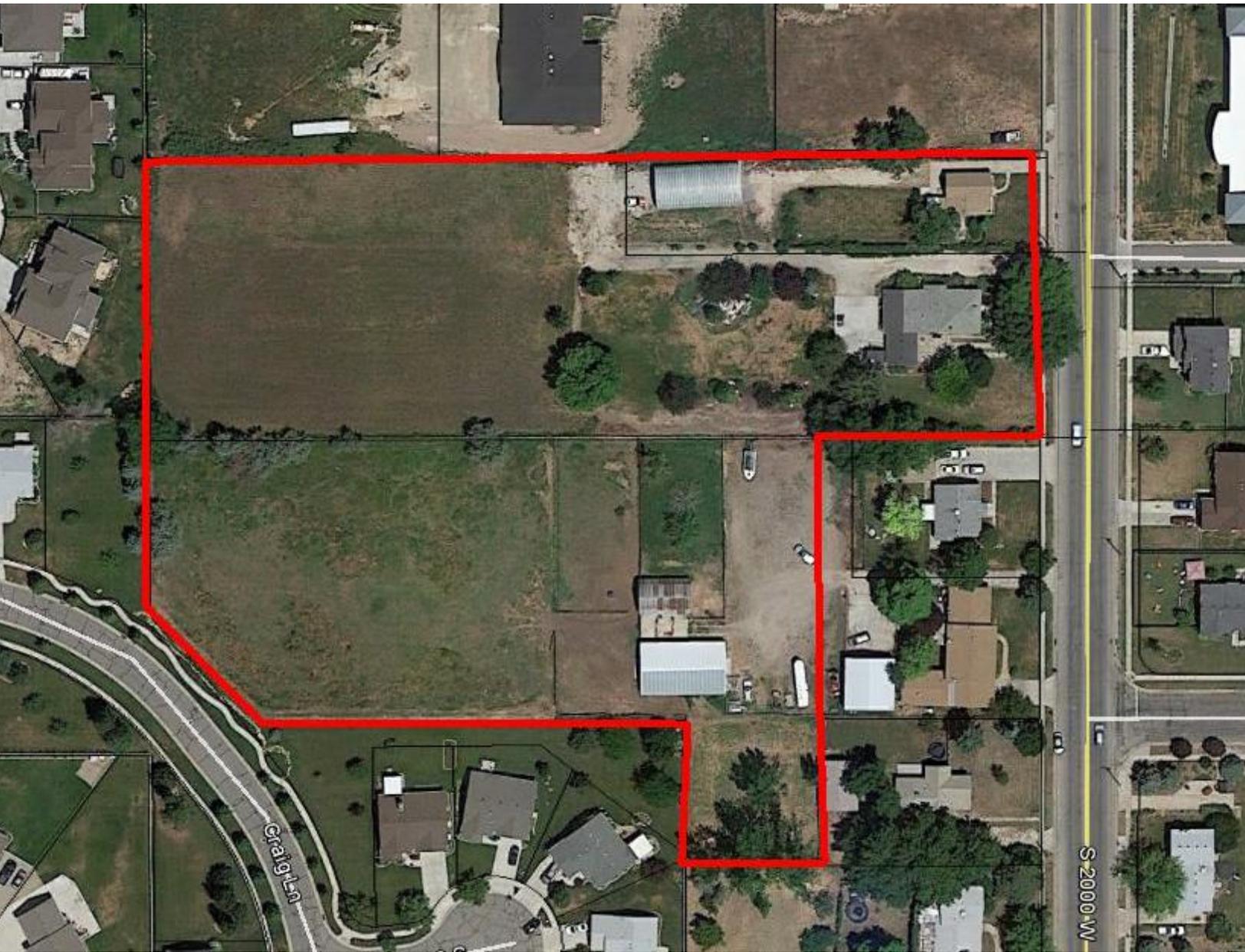
Denial – “I move the City Council deny the request of Adam Bernard for a 20 lot preliminary subdivision plat called Jackson Court consisting of 5.22 acres on property located at 1958 South 2000 West in the PRD Residential Zone based on the following findings:

1. (list findings).”

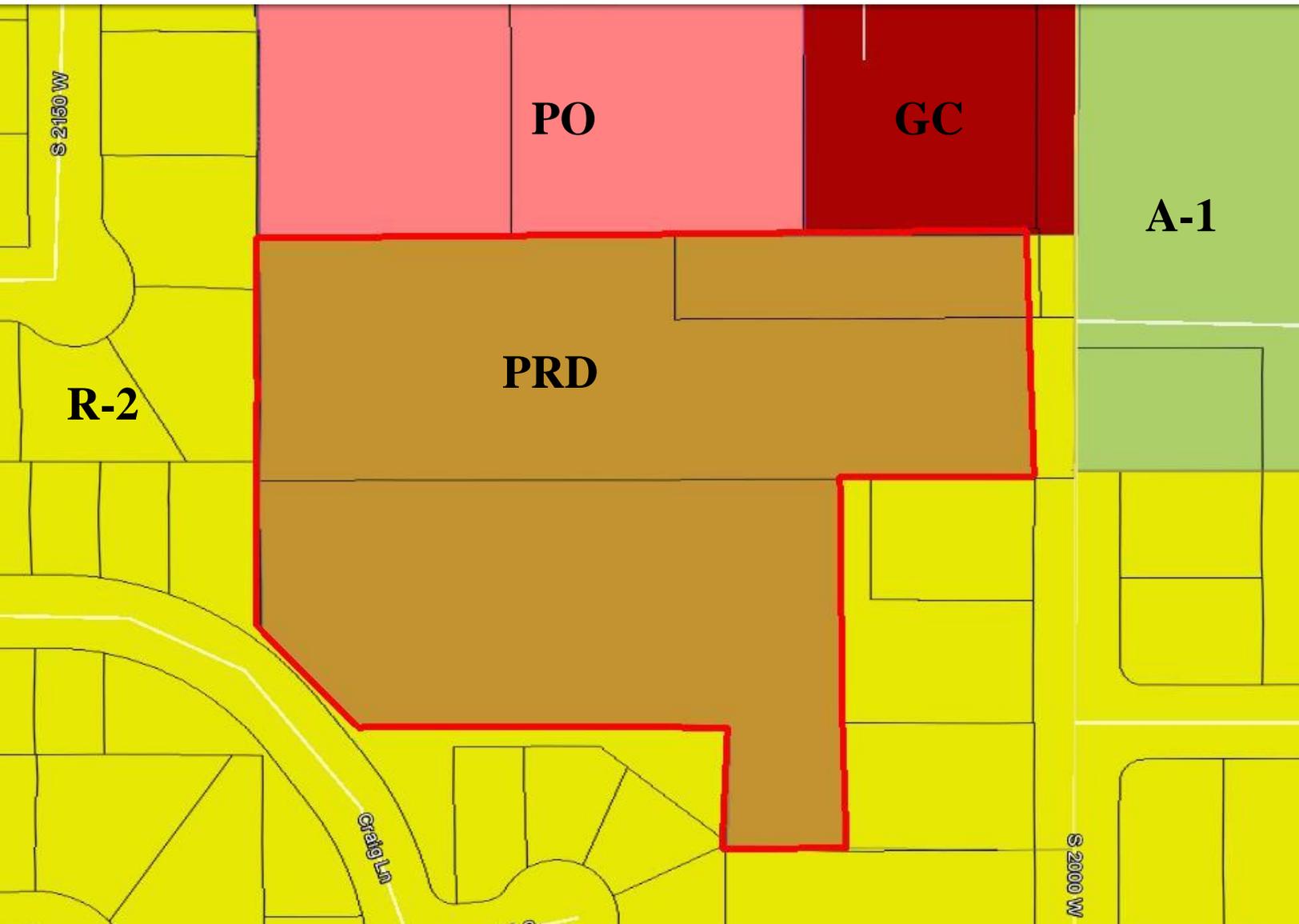
### ***Attachments:***

- Aerial Map
- Zoning Map
- Subdivision Plat
- PRD zoning ordinance
- Preliminary subdivision review ordinance
- Development Document
- Staff Reviews
- Theme Board
- Truck Turning Radii

AERIAL MAP



ZONING MAP



**SUBDIVISION PLAT**

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

**BENCHMARK**

EAST QUARTER CORNER SECTION 16 T4N, R2W SLB8M  
ELEVATION = 4265.72

**LAND USE TABLE**

| USE                    | AREA IN SQ.FT. | PERCENTAGE OF TOTAL | ACRES |
|------------------------|----------------|---------------------|-------|
| PRIVATE UNITS (20)     | 48,339         | 21.3%               | 1.11  |
| PRIVATE DRIVEWAY       | 11,664         | 5.1%                | 0.27  |
| PRIVATE ROAD           | 31,722         | 14.0%               | 0.73  |
| PUBLIC STREET          | 15,902         | 7.0%                | 0.37  |
| OPEN SPACE             | 71,781         | 31.6%               | 1.65  |
| COMMON AREA OPEN SPACE | 47,841         | 21.1%               | 1.09  |
| TOTAL PARCEL           | 227,249        | 100.0%              | 5.22  |

**SURVEYOR'S CERTIFICATE**

I, Keith R. Russell, do hereby represent that I am a Professional Land Surveyor and that I hold Certificate no. 164386 as prescribed by the laws of the State of Utah and I have made a survey of the following described property. The purpose of this survey is to define the property from the Legal Descriptions and create a new Boundary for the Proposed Development to be known as Jackson Court.

**Total Parcel Description**

Beginning at the Southeast Corner of Lot 5, Rampton Medical Plaza at a point on the west line of 2000 West Street, said point being South 0°06'28" West 1330.13 feet along the section line and South 89°25'00" West 33.00 feet from the Northeast Corner of Section 16, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running:

Thence South 0°06'28" West 200.73 feet along the west line of 2000 West Street; Thence West 154.98 feet;

Thence South 0°06'28" West 299.68 feet;

Thence South 89°43'28" West 96.00 feet to the east line of Craig Estates Phase 1 Cluster Subdivision;

Thence North 0°06'28" East 99.00 feet along the east line to the Northeast Corner of Craig Estates Phase 1 Cluster Subdivision;

Thence South 89°43'28" West 300.70 feet along the north line to an angle point in the north line of Craig Estates Phase 1 Cluster Subdivision;

Thence North 44°22'40" West 111.86 feet along the north line to an angle point in the north line of Craig Estates Phase 1 Cluster Subdivision;

Thence North 0°19'45" West 182.73 feet along the east line of Cherry Village Subdivision No. 5 to the Southwest Corner of Rampton Medical Plaza;

Thence North 89°47'51" East 335.25 feet along the south line to an angle point in the south line of Rampton Medical Plaza;

Thence North 89°13'50" East 157.83 feet along the south line to an angle point in the south line of Rampton Medical Plaza;

Thence South 86°57'23" East 34.70 feet along the south line to an angle point in the south line of Rampton Medical Plaza;

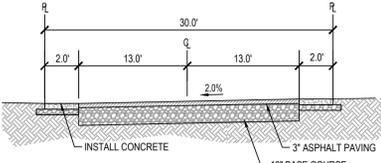
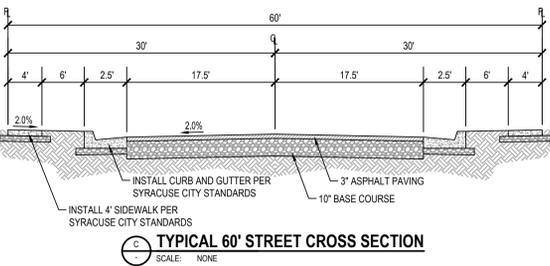
Thence North 89°25'00" East 104.99 feet along the south line to an angle point in the south line of Rampton Medical Plaza to the point of beginning.

Contains 227,249 square feet, 5.217 acres, 20 Units.

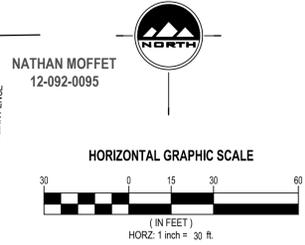
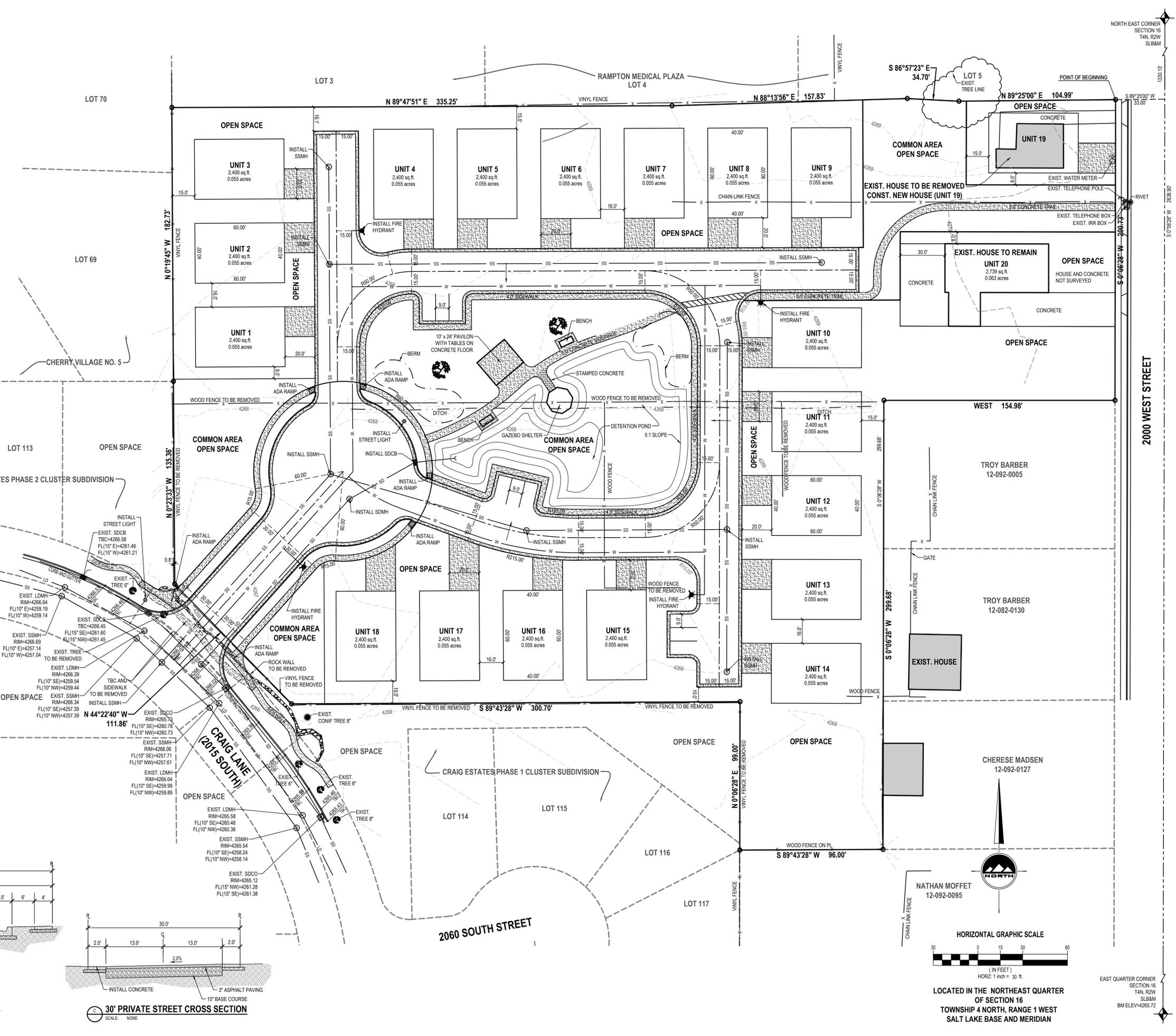
Date: Keith R. Russell License no. 164386

**100-year Detention Calculations**

|                                 |          |
|---------------------------------|----------|
| Basin Tributary Area (SF)       | 141,018  |
| Landscape Area                  | 69,353   |
| Runoff coefficient C:           | 0.465    |
| Allowed Discharge Rate (CFS)    | 0.647    |
| Cumulative Runoff to Basin (cf) | 194      |
| Net Allowed Discharge (cf)      | 2,919    |
| Required Storage (cf)           | 4,308    |
|                                 | 5,261    |
|                                 | 6,699    |
|                                 | 7,391    |
|                                 | 6,261    |
|                                 | 4,204    |
|                                 | (1,861)  |
|                                 | (13,388) |
|                                 | (39,884) |
| Required Detention:             | 7,391    |



- NOTES:**
- ROAD BASE REQUIRED 6" PAST EDGE OF SIDEWALK AND CURB AND GUTTER.
  - ALL MATERIALS TO BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY.
  - SIDEWALK SHALL BE 6" THICK THROUGH DRIVEWAYS.



LOCATED IN THE NORTHEAST QUARTER OF SECTION 16 TOWNSHIP 4 NORTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN

**ENSIGN**  
THE STANDARD IN ENGINEERING

LAYTON  
1485 W. Hill Field Rd., Ste. 204  
Layton, UT 84041  
Phone: 801.547.1100

SALT LAKE CITY  
Phone: 801.255.0529

TOOELE  
Phone: 435.843.3590

CEDAR CITY  
Phone: 435.865.1453

RICHFIELD  
Phone: 435.896.2983

[WWW.ENSIGNENG.COM](http://WWW.ENSIGNENG.COM)

FOR:  
TROY BARBER  
2351 SOUTH 2050 WEST  
SYRACUSE, UTAH 84075

CONTACT:  
TROY BARBER  
PHONE:

**JACKSON COURT**  
**PRELIMINARY PLAT - NOT TO BE RECORDED**  
1958 SOUTH - 2008 SOUTH 2000 WEST STREET  
SYRACUSE, UTAH

**PRELIMINARY PLAT**

PROJECT NUMBER: 12363  
PRINT DATE: 8/3/16  
DRAWN BY: A.SHELBY  
CHECKED BY: K.RUSSELL  
PROJECT MANAGER: KRUSSELL

**1 of 1**

**LANDSCAPE PLAN**

- GENERAL NOTES**
- HEAVY GAUGE STEEL OR EXTRUDED CONCRETE MOWING EDGE MUST DEFINE ALL SHRUB BED SHAPES AS PER SPECIFICATIONS.
  - PRE-EMERGENT HERBICIDE AS APPROVED BY L.A. TO BE APPLIED IN ALL BEDS TO MANUFACTURERS SPECIFICATIONS.
  - SHREDDED BARK OR GRAVEL MULCH 3 INCHES DEEP MUST BE UNIFORM-FLY PLACED IN ALL SHRUB BEDS.
  - ANY PLANT LIST #'S FROM PLAN GRAPHICS ARE CONCEPTUAL ONLY. THE CONTRACTOR MUST VERIFY PLANT #'S FROM SYMBOLS ON PLAN.
  - PLANTS MATERIALS MUST BE ESTABLISHED, HEALTHY, SYMMETRICALLY BRANCHED, FREE FROM DISEASE, INSECTS AND DAMAGE. NO BARE ROOTSTOCK OR ROOT BOUND STOCK WILL BE ACCEPTED. CALIPER OF DECIDUOUS TREES TO BE MEASURED 4 FEET ABOVE GROUND.
  - PLANTS MUST BE INSTALLED IN OVER-EXCAVATED HOLES WITH 6" MIN. CLEARANCE ON ALL SIDES AND BOTTOM FOR PLANTING MIX.
  - PLANTS TO BE BACK FILLED WITH A PLANTING MIX OF 3 PARTS PREMIUM TOPSOIL, 1 PART PEAT MOSS & 1 PART SOIL. FERT. UNIFORM-FLY MIXED, DEEP WATERED AND BACK FILLED - REPEAT UNTIL NO SETTLING OCCURS.
  - PLANTS TO BE FERTILIZED WITH SLOW RELEASE TABLETS TO MANUFACTURERS SPECIFICATIONS AND AS APPROVED BY THE L.A.
  - DECIDUOUS TREES IN LAWN AREAS TO BE PROTECTED FROM MOWER AND STRING TRIMMER DAMAGE WITH DEVICE APPROVED BY L.A.
  - EXISTING OAK, MAPLE OR OTHER NATIVE VEGETATION OVER 1 INCH CALIPER MUST BE PROTECTED.
  - TO STAKE DECIDUOUS TREES, A 2-8", T-POST SYSTEM MUST BE USED. TREE ROOT MASS MUST NOT BE FUNGURED. 16 GAUGE WIRE AND 2-12" LONG HOSE PROTECTORS MUST BE USED. WIRE TO BE TWISTED TO TIGHTEN. WIRES IN LAWN AREAS MUST BE MARKED WITH SAFETY FLAGGING.
  - TO STAKE EVERGREEN TREES, A 3-4" T-POST SYSTEM MUST BE USED. T-POSTS MUST BE INSTALLED AT 45° ANGLE TO TREE. CONTRACTOR TO USE 16 GAUGE WIRE AND 3-2" LONG HOSE PROTECTORS USING TURF BUCKLES TO TIGHTEN. WIRE IN LAWN AREAS TO BE MARKED W/FLAGGING.

- TOPSOIL NOTES**
- TOPSOIL MUST BE 3" MIN. DEEP IN ALL LANDSCAPED AREAS OR AS SPEC'D BY VOLUME BY L.A. THE CONTRACTOR WILL NOT APPLY TOPSOIL UNTIL SUB GRADE IS PROPERLY PREPARED & GRADED FOR DRAINAGE.
  - IMPORTED TOPSOIL MUST BE ULTRA PREMIUM QUALITY. THE TOPSOIL MUST BE SANDY LOAM, DARK IN COLOR, DRY, FREE OF DEBRIS, WEEDS AND ODOR. THE OWNER OR L.A. MUST APPROVE SOURCE BEFORE DELIVERY TO SITE. SUB-QUALITY SOIL WILL BE REJECTED. THE CONTRACTOR MUST SAVE ALL DELIVERY SLIPS FOR REVIEW BY L.A.
  - IF EXISTING TOPSOIL IS STOCKPILED ON SITE, CONTRACTOR IS RESPONSIBLE FOR TRANSPORTING SOIL TO REG'D LANDSCAPE AREAS.
  - TOPSOIL FINISH GRADE MUST BE 1/2" BELOW HARDSCAPE PER LOCAL CODES. DRAINAGE THROUGHOUT LAWN AREAS TO BE 2.0% MIN. SLOPE, UNIFORM AND FREE FROM IRREGULARITIES AND DEPRESSIONS.
  - THE TOPSOIL FINISH GRADE IN LAWN AREAS MUST BE 1/2" TO BE 1/2" BELOW HARDSCAPE BEFORE HYDROSEEDING AND 1/2" FOR SODING.
  - TOPSOIL FINISH GRADE IN MULCHED SHRUB BEDS MUST LEAVE ROOT FOR 3 INCHES OF MULCH LAYER.

- HYDROSEED MULCH FOR LAWN OR WILDFLOWER**
- MULCH MUST BE UNIFORM MIX OF WOOD CELLULOSE AND VIRGIN WOOD FIBER. THE RATE OF APPLICATION TO BE 2,000 LBS/AC FOR AREAS WITH 1%-5% SLOPE AND 2,200 LBS/AC FOR AREAS ABOVE 5% SLOPE. THE MULCH MUST BE APPLIED WITH EQUAL DISTRIBUTION ON PROPERLY PREPARED SUB GRADE AS APPROVED BY L.A.

- SOD NOTES**
- SOD TO BE PREMIUM QUALITY BLENDED MIX, FRESH, FREE FROM IRREGULARITIES & INSTALLED WITH NO GAPS BETWEEN PIECES. DEEP WATER AFTER INSTALLATION.

- IRRIGATION NOTES**
- DESIGN BY CONTRACTOR. ALL PARTS TO BE PREMIUM QUALITY. RAIN BIRD, HUNTER OR APRID EQUAL. PRODUCT DATA AND AS BUILT DRAININGS TO BE PROVIDED BY CONTRACTOR. HEADS TO BE SPACED FOR HEAD TO HEAD COVERAGE AND MINIMIZE WATER WASTE AND SPRAY ON STRUCTURES. CONTRACTOR TO ADJUST CLOCK DURING ESTABLISHMENT PERIOD. SYSTEM WILL BE GUARANTEED FOR 1 YEAR.

- ROCK WALL / RETAINING WALL NOTES**
- CONTRACTOR MUST BE INSURED AND WILL ACCEPT ALL RESPONSIBILITY FOR STRUCTURAL INTEGRITY OF WALLS. ROCK WALL DESIGN IS CONCEPTUAL. WALLS MUST BE INSTALLED TO A STANDARD THAT INSURES THE ENGINEERABILITY AND ACCEPTANCE BY GOVERNING BODIES.

- LIGHTING NOTES**
- CONTRACTOR TO SUBMIT DESIGN, PRODUCT DATA, PRICE LIST AND WARRANTY TO OWNER FOR REVIEW.

- WARRANTY NOTES**
- ALL ELEMENTS OF LANDSCAPE SHALL BE FOR 1 YEAR UNLESS AGREED IN WRITING BY OWNER AND APPROVED BY L.A.

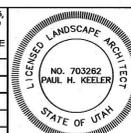
- WATER FALL NOTES**
- L.A. ACCEPTS NO LIABILITY FOR PERSONAL INJURY, WATER DAMAGE, LEAKS, MAINTENANCE, ETC. ASSOC. WITH ALL WATER FEATURES.

- BID PROCESS**
- BID FORMS MUST BE DETAILED & ITEMIZED. BIDS WITHOUT SUFFICIENT BREAKDOWNS WILL BE REJECTED.
  - PROOF OF LICENSE & INSURANCE MUST BE SUBMITTED WITH ALL BIDS. ALL EMPLOYEES MUST BE COVERED BY WORKMAN'S COMPENSATION AND GENERAL LIABILITY TO LABOR LAWS.
  - PRINTED PRODUCT DATA FOR ANY ELEMENT TO BE SUBMITTED WITH BID.
  - BIDS ARE SUBJECT TO REJECTION. SUBMITTING THE LOWEST BID DOES NOT GUARANTEE AWARD OF CONSTRUCTION.

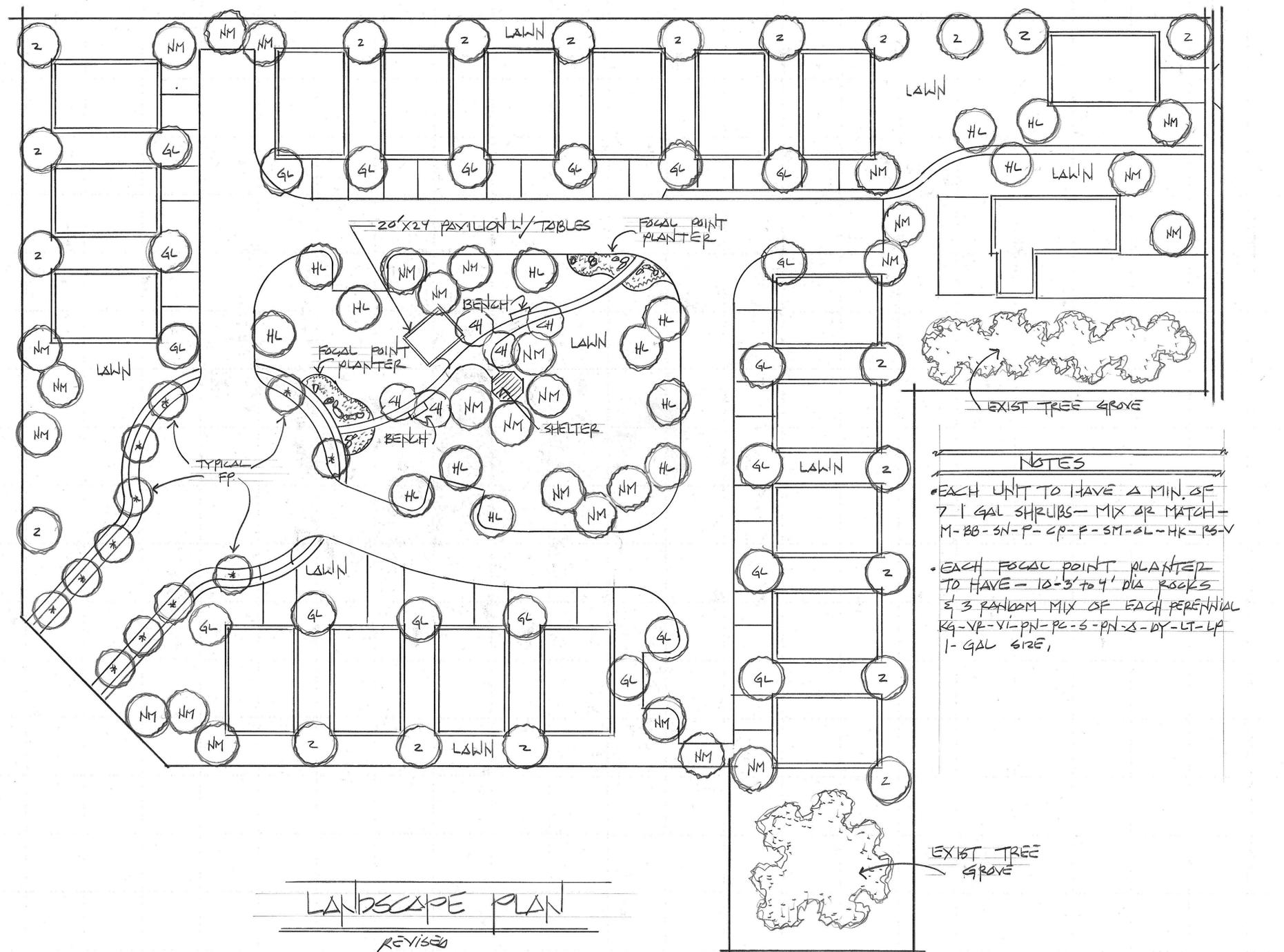
- CONSTRUCTION NOTES**
- CONTRACTOR TO INFORM L.A. OF CONSTRUCTION START DATE, ONGOING PROGRESS & PROJECT COMPLETION.
  - CONTRACTOR TO SECURE ALL PERMITTING REQUIRED BY ALL LOCAL GOVERNING ENTITIES BEFORE BEGINNING CONSTRUCTION.
  - CONTRACTOR TO CALL BLUE STAKES BEFORE ANY EXCAVATION. 1-800-662-4111
  - CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES NOT IDENTIFIED BY BLUE STAKES, I.E. SECONDARY WATER, ETC.
  - CONTRACTOR TO FOLLOW ON SITE SAFETY STANDARDS TO MEET OR EXCEED O.S.H.A. REQUIREMENTS.
  - CONTRACTOR TO AVOID ANY IMPACT TO ADJOINING PROPERTIES.
  - CONTRACTOR TO KEEP ALL STREETS, DRIVEWAYS & SIDEWALKS CLEAN AND FREE OF DEBRIS DURING CONSTRUCTION.
  - CONTRACTOR TO FIELD VERIFY ALL LOCATIONS, ELEVATIONS AND DIMENSIONS STATED GRAPHICALLY AND IF FILLED BY SCALE, CHECK ALL PROPERTY LINES AND PROPERTY CORNER MARKERS FOR PLAN COMPLIANCE BEFORE BEGINNING CONSTRUCTION.
  - CONTRACTOR TO VERIFY PLAN COMPLIANCE WITH ALL STATE, FEDERAL, LOCAL AND ASSOCIATION CODES PRIOR TO CONSTRUCTION.
  - THE LETTERS "L.A." ON PLAN GRAPHICS OR WRITTEN MATERIAL RELATED TO THIS PROJECT, REFER TO LANDSCAPE ARCHITECT, PAUL H. KEELER, A.S.L.A., OR HIS REPRESENTATIVE OF DESERT LAND DESIGN, L.L.C.
  - THE TERM "CONTRACTOR" REFERS TO ANY COMPANY, INDIVIDUAL OR OWNER PARTICIPATING IN CONSTRUCTION OF ELEMENTS DEFINED BY PLAN GRAPHICS OR SPECS CREATED BY PAUL H. KEELER, A.S.L.A., OR DESERT LAND DESIGN, L.L.C.
  - ALL PLANS AND GRAPHICS ARE CONCEPTUAL ONLY. DISCREPANCIES FROM PLANS TO ACTUAL SITE CONDITIONS MAY EXIST. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IDENTIFY THESE AREAS AND REPORT THEM TO THE L.A. CONTRACTOR WILL ADAPT AS NEEDED TO RESOLVE ANY DISCREPANCIES AND REVISIONS BEFORE CONSTRUCTION.

COPYRIGHT LAW PROTECTS ALL CREATIVITY, ART, GRAPHICS, RENDERINGS, CONCEPTUAL IDEAS, TECHNICAL MATERIAL AND SPECIFICATIONS, PLAN GRAPHICS OR WRITTEN MATERIAL. THE SHOWN MAY NOT BE COPIED, IN PART OR WHOLE, WITHOUT THE WRITTEN PERMISSION OF PAUL H. KEELER, A.S.L.A.

ISSUE DATE: 7-27-16  
REV. DATE: 7-27-16



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LANDSCAPE ARCHITECT  
801-791-9244  
484 WEST 1475 NORTH  
PLAIN CITY, UTAH 84044  
www.deseretlanddesign.com



- NOTES**
- EACH UNIT TO HAVE A MIN. OF 7 1 GAL SHRUBS - MIX OR MATCH - M-BB-SN-P-CP-F-SM-GL-HK-PS-V
  - EACH FOCAL POINT PLANTED TO HAVE - 10-3' to 4' DIA ROCKS & 3 RANDOM MIX OF EACH PERENNIAL KQ-YF-VI-PN-PC-S-PN-S-BY-LT-LP 1- GAL SIZE.

| SYMBOL | SIZE | ZN | COTTION NAME / botanical name                              |
|--------|------|----|------------------------------------------------------------|
| A      |      |    | ASTER / aster                                              |
| AB     |      |    | ABBOTTWOOD POTENTILLA / potentilla fruticosa               |
| AP     |      |    | AUTUMN PURPLE ASH / fraxinus a. 'junghfer'                 |
| B      |      |    | FINE LINE BUCKHORN / rhamnus - (frethe)                    |
| BB     |      |    | DIARF BURNING BUSH / euonymus alatus compactus             |
| BE     |      |    | BABY BLUE EYES SPRUCE / picea pungens                      |
| BH     |      |    | BLEEDING HEARTS / dicentra                                 |
| BJ     |      |    | BLUECHIP JUNIPER / juniperus horizontalis                  |
| BK     |      |    | BARKERI SPRUCE / picea pungens                             |
| BM     |      |    | BLUE MIST SPIREA / caragana x clandonensis                 |
| BP     |      |    | BOSNIAN PINE / pinus eucaedensis 'iseli fastigiata'        |
| BS     |      |    | COLIUNAR BLUE SPRUCE / picea pungens                       |
| BT     |      |    | BIG TOOTH MAPLE / acer grandidentatum                      |
| BX     |      |    | WINTERSET BOXWOOD / buxus microphylla asiatic              |
| C      |      |    | BELLFLOWER / campanula                                     |
| CA     |      |    | CANADA RED CHOKECHERRY / prunus v. canad                   |
| CB     |      |    | CRIFRON PYGMY BARBERRY / berberis t. crifron               |
| CE     |      |    | COLIUNAR ENGLISH OAK / quercus robur 'fastigiata'          |
| CF     |      |    | WHITE FIR / abies concolor                                 |
| CH     | 2"   | 5  | COTTON HACKBERRY / celtis occidentalis                     |
| CJ     |      |    | CLETHRA / clematis                                         |
| CK     |      |    | CREeping MAHONIA / mahonia repens                          |
| CN     |      |    | COLIUNAR NORWAY MAPLE / acer plantanoides                  |
| CO     |      |    | COLIUNAR / aquilegia                                       |
| CP     |      |    | CISTENA PLUM / prunus x cistena                            |
| CQ     |      |    | CONTACT CRANBERRY BUSH / viburnum trilobum                 |
| CS     |      |    | CRIFRON SENTRY MAPLE / acer pl. 'crifron sentry'           |
| D      |      |    | DELPHINIUM / delphinium                                    |
| DN     |      |    | DIABLO NINEBARK / physocarpus opulifolius                  |
| DR     |      |    | DEER RUN SPRUCE / picea orientalis 'deer run'              |
| DT     |      |    | DATILY / hemeocallis                                       |
| EL     |      |    | DIARF ENGLISH LAUREL / prunus laurocerasus                 |
| ES     |      |    | BLACK EYED SUSAN / rudbeckia fulgida                       |
| F      |      |    | GOLDFLAME SPIRAEA / spiraea x b. goldflame                 |
| FA     |      |    | FLOWERING ALMOND / prunus glandulosa                       |
| FB     |      |    | CONTORTED SNOW FOUNTAIN CHERRY / prunus x. 'feris' / ferns |
| FC     | 2"   | 12 | CHANTICLEER PEAR / pyrus calleryana, 'glenn form'          |
| FD     |      |    | FRUIT TREES                                                |
| GB     |      |    | GLOBOSA SPRUCE / picea pungens globosa                     |
| GG     |      |    | GRAY GLEAF JUNIPER / juniperus scopulorum                  |
| GL     | 2"   | 14 | GOLD SPRUCE / picea canadensis 'old gold'                  |
| GN     |      |    | DARTS GOLD NINEBARK / physocarpus opulifolius              |
| H      |      |    | HOSTA / hosta                                              |
| HB     |      |    | PYRAMIDAL HORNBEEAM / carpinus b. 'pyramidal'              |
| HJ     |      |    | HILL SPIRE JUNIPER / juniperus cupressifolia               |
| HK     |      |    | HICKS YEW / taxus x media                                  |
| HL     | 2"   | 14 | PERFECT HONEY LOCUST / gleditsia t. 'imperial'             |
| HP     |      |    | RED HOT POKER / kniphofia                                  |
| HS     |      |    | HOOPSII SPRUCE / picea pungens                             |
| HT     |      |    | HORIZONTAL YEW / t. baccata repandens                      |
| JB     |      |    | JAPANESE MAPLE BLOODGOOD / acer palmatum                   |
| JC     |      |    | JAPANESE MAPLE RED CUTLEAF / acer p. 'atropur'             |
| KD     |      |    | KELSET DOGWOOD / cornus sericea kelsetii                   |
| KE     |      |    | KARL FOERSTER REED GRASS / calamagrostis                   |
| KL     |      |    | HIS9 KIFT LILAC / syringa patula                           |
| L      |      |    | LODENSE PRIVET / ligustrum vulgare lodense                 |
| LP     |      |    | LUPINE / lupinus                                           |
| LS     |      |    | GREY LOH SUNLARK / rhus aromatica l                        |
| LV     |      |    | LAVANDER / lavandula angustifolia                          |
| M      |      |    | DIARF FUGO PINE / pinus mugo 'pumila'                      |
| MA     |      |    | MARSHALL SEEDLESS ASH / fraxinus p. seedless               |
| ME     |      |    | MOONSHADON ELONTHUS / euonymus fortunei                    |
| MS     |      |    | SLOW-GROWING FUGO PINE / pinus mugo 'slowmound'            |
| N      | 2"   | 12 | NEST SPRUCE / picea abies nidiformis                       |
| NJ     |      |    | FAIRVIEW MAPLE / acer platanoides                          |
| OJ     |      |    | BUFFALO JUNIPER / juniperus sabinna buffalo                |
| OL     |      |    | OTTO LUYKEN LAUREL / prunus l.                             |
| OP     |      |    | ORIENTAL POKER / papaver orientale                         |
| OS     |      |    | OAKBUSH SUTAC / rhus trilobata                             |
| P      |      |    | GOLD DROP POTENTILLA / potentilla fruticosa                |
| PC     |      |    | PURPLE GAZE BLOOMER / echinacea                            |
| PE     |      |    | PEONY / paeonia                                            |
| PF     |      |    | PURPLE FOUNTAIN BEECH / fagus 'purpurea pend.'             |
| PG     |      |    | PRIFRON SNOG GRASS / phlox x r. 'crifron'                  |
| PK     |      |    | PEKING COTONEASTER / cotoneaster horizontalis              |
| PL     |      |    | PARISH MAPLE / acer platanoides                            |
| PN     |      |    | PENSTEMON / penstemon                                      |
| PS     |      |    | PACIFIC SUNSET MAPLE / acer truncata 'warrenred'           |
| QA     |      |    | QUAKING ASPEN / populus tremulaoides                       |
| R      |      |    | ROSES                                                      |
| RB     |      |    | EASTERN REDBUD / cercis canadensis                         |
| RC     |      |    | ROCK COTONEASTER / cotoneaster horizontalis                |
| RD     |      |    | RED TILED PINE / pinus strobus                             |
| RE     |      |    | RIVERSIDE SPRUCE / picea omorika                           |
| RF     |      |    | ROSE OF SHARON / hibiscus syriacus                         |
| RT     |      |    | ROSE OF SHARON / tree form                                 |
| S      |      |    | SHASTA DAISY / leucanthemum 'snow lady'                    |
| SA     |      |    | SWEDISH ASPEN / populus tremula 'erecta'                   |
| SC     |      |    | SPRING SNOW GRASS / scilla 'spring snow'                   |
| SD     |      |    | SNOG FOUNTAIN CHERRY / prunus x 'snoctan'                  |
| SH     |      |    | PAUL'S SCARLET HAWTHORN / crataegus l.                     |
| SI     |      |    | SIBERIAN SILVER LINER / rhus typhina                       |
| SN     |      |    | SNOG FOUNTAIN SPRUCE / spruce nigra                        |
| SO     |      |    | SUPPER WINE NINEBARK / physocarpus opulifolius             |
| SP     |      |    | ARNOLD SENTINEL PINE / pinus nigra                         |
| SS     |      |    | SPYGLASS SPRUCE / rhus typhina                             |
| ST     |      |    | STAGHORN SUTAC / rhus typhina                              |
| SV     |      |    | SALVIA / salvia                                            |
| SH     |      |    | SWEET WILLIAMS / dianthus barbatus                         |
| T      |      |    | TALL HEDGE BUCKHORN / rhamnus f. columnaris                |
| TB     |      |    | TRUFFET VINE / campsis                                     |
| TR     |      |    | TRI-COLOR BEECH / fagus s. roseae maripata                 |
| V      |      |    | VARIATED REDTWIG DOGWOOD / cornus alba                     |
| VC     |      |    | PERIWINKLE / vinca                                         |
| VI     |      |    | VARIATED IRIS / iris variegata                             |
| VR     |      |    | SPEEDWELL / veronica spicata                               |
| W      |      |    | ANTHONY WATERER SPIRAEA / spiraea x b. water               |
| WN     |      |    | KEEPING NORWAY SPRUCE / picea abies 'pendula'              |
| WS     |      |    | WELL SPIRE SPRUCE / picea mariana l                        |
| WT     |      |    | WISTERIA / wisteria                                        |
| WN     |      |    | KEEPING WHITE SPRUCE / picea glauca 'pendula'              |
| Y      |      |    | GOLD SNOG YUCCA / yucca filamentosa                        |
| Z      | 2"   | 12 | ZELKOVA SERRATA / many varieties                           |

**AGGRESSIVE ROCK WALL PERENNIALS (SUN)**  
PURPLE ROCK CRESS / aubrieta cultorum, SEA THRIFT / armeria maritima, CREEPING BABIES BREATH / siphocampylus repens, SOAPHORT / saponaria ocuminata, CREEPING PHLOX / phlox subulata, ICE PLANT / delosperma, RUSBY TOES / antennaria dioica, BELLFLOWER / campanula, SEDUM / sedum, CRANESBILL / geranium, HAIDENPINKS / dianthus chinensis, CREEPING ASTER / aster violet carpet, CANDYTUFF / ibatis, BASKET OF GOLD / olopus, BLANKET FLOWER / gallardia

Scale: 1" = 30'  
NORTH

CLIENT: JACKSON COURT  
ADDRESS: STRAUSE UT.

## **PRD ZONING ORDINANCE**

### **10.75.010 Purpose.**

The purpose of this zone is to allow diversification in the relationship of residential uses to its sites and permit directed flexibility of site design. Further, its intent is to encourage a more efficient use of the land and the reservation of a greater proportion of common space for recreational and visual use than other residential zones may provide and to encourage a variety of dwelling units that allow imaginative concepts of neighborhood and housing options and provide variety in the physical development pattern of the City. This will allow the developer to more closely tailor a development project to a specific user group, such as retired persons.

The intent of this zone is to encourage good neighborhood design while ensuring compliance with the intent of the subdivision and zoning ordinances. All dwelling units are to be held in private individual ownership. However, the development shall contain common or open space and amenities for the enjoyment of the planned community that are developed and maintained through an active homeowners' association or similar organization with appointed management.

### **10.75.020 Permitted uses.**

The following are permitted uses by right provided the parcel and building meet all other provisions of this title and any other applicable ordinances of Syracuse City:

- (A) Accessory uses and buildings (maximum 200 square feet).
- (B) Churches, synagogues, and temples.
- (C) Dwelling units, single-family (no more than four units attached).
- (D) Educational services.
- (E) Household pets.
- (F) Private parks.
- (G) Public and quasi-public buildings.
- (H) Residential facilities for persons with disabilities and assisted living centers.

### **10.75.030 Conditional uses.**

The following may be permitted conditional uses for nonattached dwellings, after approval as specified in SCC 10.20.080:

- (A) Day care centers (major).
- (B) Home occupations (minor or major).
- (C) Temporary commercial uses (see SCC 10.35.050) (minor).
- (D) Temporary use of buildings (see SCC 10.30.100(A)(9)) (minor).

### **10.75.040 Minimum lot standards.**

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

(A) Density: overall density of six dwelling units per gross acre.

(1) The development shall provide a standard road right-of-way of 60 feet which shall include curb, gutter, and sidewalk improvements;

(2) Open space/common space shall be a minimum 50 percent of the total land area, excluding roadways, buildings, acreage and excluding any above-ground City infrastructure. Of that 50 percent, 30 percent shall be in open space and 20 percent in common space;

(3) For detention ponds to be considered common space they must include amenities recommended by planning commission and city council;

(4) The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide;

(5) For the purpose of this section, landscaping is not considered to be an amenity;

(6) The development shall provide adequate off-street parking area(s), subject to requirements of this chapter and off-street parking requirements as found in Chapter 10.40 SCC; and

(7) The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway.

(B) Lot width: determined by development plan.

(C) Front yard: 20 feet.

(D) Side yards: a minimum of 16 feet between primary structures and eight feet from the property line.

(E) Rear yard: a minimum of 15 feet.

(F) Building height: as allowed by current adopted building code, with a maximum height of 30 feet to the top of the roof structure.

(G) Structure: attached units shall not have a single roofline and shall have variations in architectural style between the buildings. The units shall include a minimum of two-car garages for each unit and shall not be the major architectural feature of the building.

#### **10.75.050 Development plan and agreement requirements.**

(A) Subdivision ordinance requirements shall generally apply to planned residential communities. The developer shall submit a residential development plan of all project phases for City consideration and approval and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except

when federal, state, county, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest.

(B) A planned residential development must have a minimum of five acres.

(C) The developer shall landscape and improve all open space around or adjacent to building lots and common spaces and maintain and warrant the same through a lawfully organized homeowners' association, residential management company, or similar organization.

(D) The development plan submitted for review shall show the location and building elevations with exterior building materials, size, and general footprint of all dwelling units and other main buildings and amenities.

(E) The development plan submitted for review shall include landscaping, fencing, and other improvement plans for common or open spaces, with the landscaping designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, signs, walking paths, inviting entryways, etc., together with a landscape planting plan. Common space should be the emphasis for the overall design of the development, with various community facilities grouped in places well related to the common space and easily accessible to pedestrians.

(F) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a legally established owners' association and governed by enforceable, duly recorded CC&Rs.

**10.75.060 Design standards.**

The Land Use Authority shall approve the required common building theme. The design shall show detail in the unification of exterior architectural style, building materials, and color and size of each unit; however, the intent is not to have the design so dominant that all units are identical. Residential dwellings shall comply with SCC 10.30.020.

**10.75.070 Street design.**

The Land Use Authority may approve an alternative street design so long as it maintains the City's minimum rights-of-way. The developer shall dedicate all street rights-of-way to the City.

**10.75.080 Off-street parking and loading.**

For multi-unit developments, one additional off-street parking space shall be provided for each unit of four dwellings. Off-street parking and loading shall be as specified in Chapter 10.40 SCC; provided, however, that the City may limit or eliminate street parking or other use of City rights-of-way through the employment of limited or alternative street designs.

**10.75.090 Signs.**

The signs permitted in this zone shall be those allowed in residential zones by Chapter 10.45 SCC.

## **PRELIMINARY SUBDIVISION REVIEW ORDINANCE**

### **8.25.010 Preliminary plat.**

The preliminary plat shall comply with the following requirements:

(A) Submission Requirement. Submit four standard 22-inch by 34-inch copies (see standard drawing No. 1), one reduced to 11-inch by 17-inch (one-half scale) copy, plus one PDF copy of the preliminary plat, for review at least two weeks prior to the next regularly scheduled meeting of the Planning Commission, in accordance with the Community Development submittal policy. Once a complete application has been received, the Community Development Department shall schedule a public hearing within a reasonable time in light of the complexity of the application, the number of other applications received, available staff resources, and applicable public notice requirements. Such notice shall be given in accordance with SCC 10.20.050. The Community Development Director shall, if a complete application is not so submitted in a timely manner, postpone scheduling a public hearing for consideration thereof until complete.

(B) General Information Required.

- (1) The proposed name of the subdivision.
- (2) The location of the subdivision, including the address of the section, township and range.
- (3) Date of preparation.
- (4) The location of the nearest bench mark and monument.
- (5) The boundary of the proposed subdivision.
- (6) Legal description of the subdivision and acreage included.
- (7) Location, width and name of existing streets within 200 feet of the subdivision and of all prior platted streets and other public ways, railroad and utilities rights-of-way, parks and other public open spaces, permanent buildings and structures, houses or permanent easements, and section and corporate lines within and adjacent to the tract.
- (8) Easements for water, sewer, drainage, utility lines, fencing, and other appropriate purposes.
- (9) The layout, number, area, and typical dimensions of lots, streets, and utilities.
- (10) Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in a subdivision including, but not limited to, sites to be reserved or dedicated for parks, playgrounds, schools or other public uses.
- (11) Current inset City map showing location of subdivision.
- (12) Boundary lines of adjacent tracts of undivided land showing ownership.
- (13) Location of all wells, proposed, active and abandoned, and of all reservoirs within the tract and to a distance of at least 100 feet beyond the tract boundaries.

(14) Existing sewers, field drains, water mains, culverts or other underground facilities within the tract and to a distance of at least 100 feet beyond the tract boundaries, indicating pipe size, grades, manholes and exact location.

(15) Existing ditches, canals, natural drainage channels, open waterways, and proposed alignments within the tract and to a distance of at least 100 feet beyond the tract boundaries.

(16) Contours at two-foot intervals for predominate ground slopes within the subdivision between level and 10 percent, and five-foot contours for predominate ground slopes within the subdivision greater than 10 percent.

(17) The plat shall be drawn to a scale of not less than one inch equals 100 feet and shall indicate the base of bearing true north.

(18) The developer's detailed plan for protecting future residents of his development from such hazards as open ditches, canals or waterways, nonaccess streets, open reservoirs or bodies of water, railroad rights-of-way and other such features of a potentially hazardous nature located on, crossing, contiguous or near to the property being subdivided, with the exception that the developer's plan need not cover those features which the Planning Commission determines would not be a hazard to life and/or where the conforming structure designed to protect the future residents would itself create a hazard to the safety of the public. The foregoing does not relieve the developer of the duty to investigate all possible means of protecting future residents from a potential hazard before a determination is made that the only conceivable means of protection is potentially more hazardous than the hazard itself.

(19) Location of existing and proposed land drains.

#### **8.25.020 Approval of preliminary plat.**

Members of the Development Review Committee shall prepare reports of compliance with City ordinance for the Planning Commission. Following this investigation and after holding a duly noticed public hearing, the Planning Commission shall recommend approval of the preliminary plat as submitted or modified, or recommend disapproval by indicating findings for the disapproval. The Planning Commission may also table recommendation of the preliminary plat for the purpose of obtaining additional information, or to allow the developer to modify the plat submittal.

Upon receipt of the Planning Commission recommendation on the preliminary plat, the City Council shall hold a public meeting to review the preliminary plat. The City Council shall approve the preliminary plat as submitted or modified, or deny the preliminary plat by indicating findings for disapproval. The City Council may also remand the preliminary plat to the Planning Commission for further review.

City Council approval of the preliminary plat shall authorize the developer to proceed with preparation of the final plat. Approval of preliminary plats by the City Council will extend for a period of one year. If work or subsequent action by the developer to proceed to final plan review does not occur within the year following initial approval, the plan must be resubmitted and become subject to reapproval under the latest City ordinances and specifications.

#### **8.25.030 Severability.**

If any provision of this chapter or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this chapter which can be given independent effect. To this end, the provisions of this chapter are severable.

# DEVELOPMENT DOCUMENT

# BARBER DEVELOPMENT



7/28/2016

Jackson Court Subdivision

An addition to Craig Estates

# Barber Development

## JACKSON COURT SUBDIVISION

### WELCOME

This new addition to Craig Lane has been anticipated for several years. It has finally come to fruition and we are excited for the numerous opportunities it will provide to the residents that move into this beautiful location. At the heart of Syracuse, it is one of the most desirable locations for aging residents to enjoy the many wonderful opportunities Syracuse has to offer.

This subdivision is being named in honor of 4 year old Jackson Daniels who passed away on this property in a farming accident. He was a bright and vibrant little boy who loved riding on the tractor with his grandfather. He also loved all sports, but especially soccer.



# COMMUNITY LAYOUT

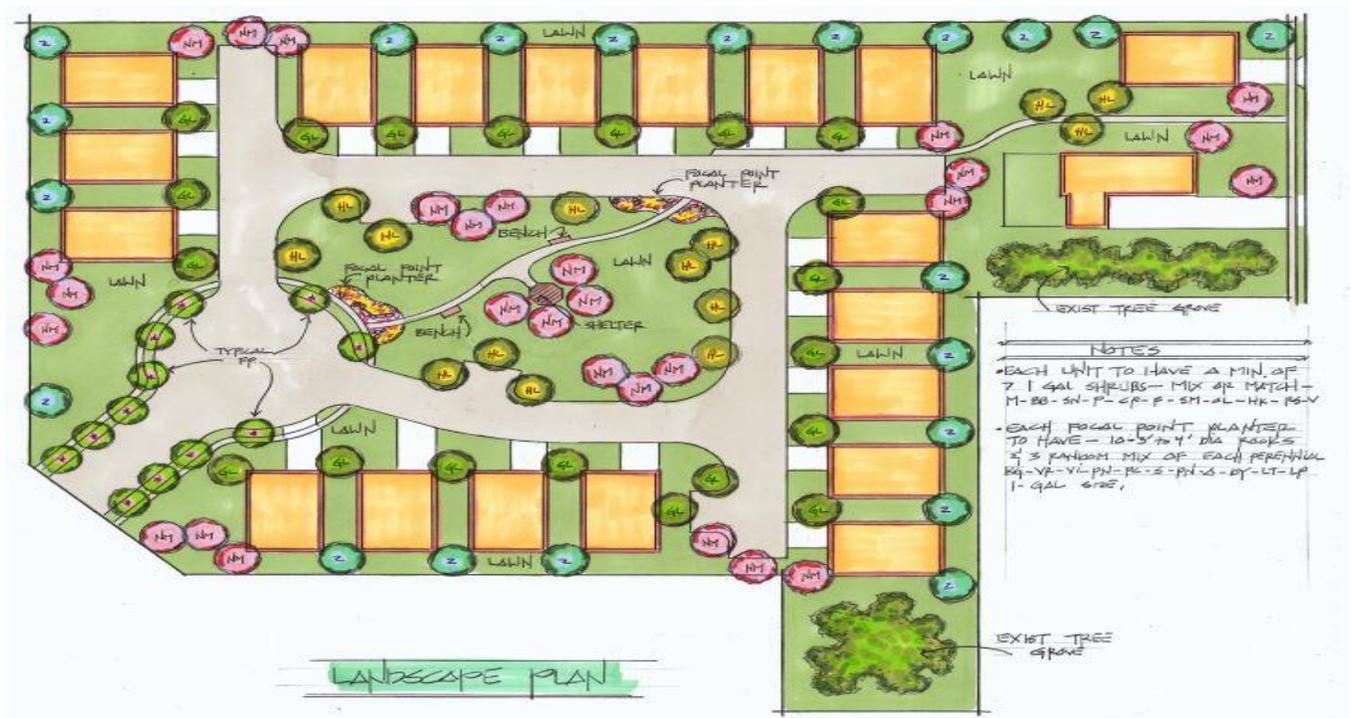


This layout is designed to allow residents of this development to benefit from a common space that they can stroll around as well as enjoy each other's company. We hope that this becomes an extension of their home by providing amenities that all can appreciate and utilize.

## LANDSCAPE DESIGN

The landscape architecture of this development is designed to allow privacy and shade throughout the entire subdivision. As these trees mature and develop it will provide an enclosed and exclusive feeling that many do not have in their neighborhood, let alone in the heart of Syracuse.

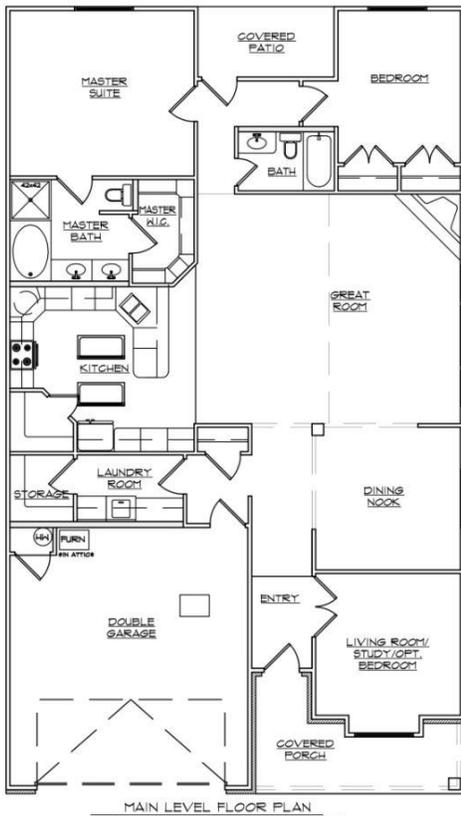
The residents of this community will be a part of an HOA that will provide for the maintenance of the common and open spaces, but if desired will have the opportunity to have their own front flower bed for those who may still take pride in having an area to call their own.



The berm areas in the common space will contain shrubs and bushes that are flowering at certain times of the year. They will be beautiful throughout the year.

# HOME PLANS

## Cloverdale



This home, with the open floorplan and the spacious rooms, allows you to entertain your guests and not feel cramped for space. With the bedrooms at the rear of the home it allows for privacy when needed. With the additional rooms it also allows for guests to stay over as needed.

## Hidden Valley



This home is designed for those families who may need more bedrooms, but still want an open area for family gatherings and activities. The entertainment area is away from the bedrooms and allows for activities to continue even if younger children need to go to bed.

## COMMUNITY DEVELOPMENT



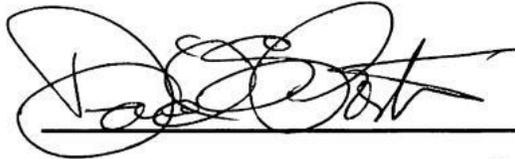
This community will be marketed to 55+ home buyers, but will be accepting of all buyers. The homes will be one level and have easy access to every room in the house.

Joining the existing HOA has many benefits including: a system for maintenance that is already in place, established HOA leadership, and a community park. The existing HOA already has CC&R and rules and regulations on file in the city that will be amended to accommodate this project.



To whom it may concern:

The Craig Estates HOA will accept into their existing HOA the additional homes that are being built at the property associated with the address of 1972 South 2000 West Syracuse. This will be on condition that Syracuse City approves the subdivision road to connect with Craig Lane.



HOA President

David Porter

9 May 2016

With this development joining the existing HOA, many on the City Council want to consider this as a fourth phase of Craig estates which has access to 2000 West. This would answer the concern in the ordinance of PRD's Zones needing to have direct access to main arterials.

FIFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR CRAIG ESTATES, A CLUSTER SUBDIVISION

24 January 2012

This amendment ("Declaration") is made and executed on the date shown below by the Owners at Craig Estates after having been voted upon and approved.

WHEREAS, the declaration of Covenants, Conditions, and Restrictions for Craig Estates, a cluster subdivision, dated 25 June 1999, was recorded on 1 July 1999, as Entry No. 1529355 in Book 2527 at Page 488 ("The Declaration"), and

WHEREAS, the Declaration was amended pursuant to the **First Amendment** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Homeowners Association recorded 19 June 2001 as Entry No. 1669001, in Book 2830 Page 719, and

WHEREAS, the Declaration was amended pursuant to the **Second Amendment** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Homeowners Association recorded on 20 June 2001, as Entry No. 1669153 in Book 2831 at Page 126, and

WHEREAS, the Declaration was amended pursuant to the **Supplemental Declaration** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Homeowners Association and was recorded on 6 October 2006, as Entry No. 2208797 in Book 4133 at Page 1827, and

WHEREAS, the Declaration was amended pursuant to the **Third Amendment** to Declaration of Covenants, Conditions, and Restrictions for Craig Estates Homeowners Association recorded 15 June 2007, as Entry No. 2280160 in Book 4305 at Pages 86-115, and

WHEREAS, the Declaration was amended pursuant to the **Fourth Amendment** to Declaration of Covenants, Conditions and Restrictions for Craig Estates Homeowners Association and was recorded on 21 July 2008, as Entry No. 2380659 in Book 4577 at Pages 432-467, and

WHEREAS, the Declaration was amended pursuant to the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Craig Estates Homeowners Association and was Recorded on (Date), as Entry \_\_\_\_\_ in Book \_\_\_\_ at Pages \_\_\_\_\_, and

WHEREAS, it is necessary and desirable that the Declaration be superseded and amended in its entirety as provided for herein; and

WHEREAS, the undersigned represent all owners of real property herein referred to,

NOW, THEREFORE, in consideration of the premises and the agreements and consents herein contained, IT IS HEREBY AGREED that the Declaration shall be, and the same is, hereby amended in its entirety and replaced by the following provisions as follows:

**RECITALS:**

NOW, THEREFORE, the property subject to easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, successors, and assigns and shall be inure to the benefit of each Owner thereof is located in Davis County, Utah and described as follows:

SEE EXHIBIT "A" ATTACHED

**ARTICLE I**

**1. Definitions**

Unless the context clearly indicates otherwise, certain terms used in this Declaration and the foregoing Recitals shall have the meanings set forth in this Article 1.

**1.01 "Assessments"** shall have the meaning assigned to it in Article VIII herein.

**1.02 "Association"** shall mean and refer to Craig Estates Homeowners Association, Inc., (HOA) a Utah non-profit corporation, its successors and assigns.

**1.03 "Board of Directors"** or "Board" shall mean the governing board of the Association, which is appointed or elected in accordance with this Declaration and the Articles of Incorporation and the Rules and Regulations (R&R) of the Association.

**1.04 "Common Area"** shall mean all real property (including the improvements thereon) owned by the HOA for the common use and enjoyment of the Owners.

**1.05 "Common Expense"** shall have the meaning assigned to it in Section 8.04(a) herein.

**1.06 "Common Facilities"** shall mean all furniture, furnishings, equipment, facilities, and other personal property within the Project for the use and benefit of all Owners and all furniture, furnishings, equipment, facilities, and other real or personal property acquired in accordance with this Declaration by the Association for the use and benefit of all Owners. Common Facilities shall be deemed to be part of the Common Area except as otherwise expressly provided for in this Declaration.

**1.07 "Declaration"** shall mean this Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions (CC&R) for Craig Estates, a cluster subdivision, dated 9 January 2012.

**1.08 "Lien"** shall have the meaning assigned to it in Section 9.03.2 herein.

**1.09 "Lot"** shall mean and refer to any one of the numbered plots of land within the boundary of the Project as such are shown upon and designated on the Plat for private ownership and individually numbered and are intended to be used and occupied by a single family, together with additional

## **Barber Development**

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numbered plots of land contiguous to the Parcel as shown upon and designated upon subsequently-recorded plats.

**1.10 “Lot Number”** shall mean and refer to the number, which designates a Lot on the Plat.

**1.11 “Mortgage”** shall mean any first mortgage, first deed of trust, or other security instrument, which constitutes a first lien by which a Lot, or any part thereof is encumbered.

**1.12 “Mortgagee”** shall mean (a) any person named as the mortgagee or beneficiary under any Mortgage by which the Lot of any Owner is encumbered on (b) any successor to the interest of such person under such Mortgage.

**1.13 “Owner”** shall mean any person or entity or combination thereof, which, according to the official records of the County Recorder, Davis County, State of Utah, which is maintained for such purpose, is the owner of fee simple title to any Lot. The term “Owner” shall not refer to any Mortgagee unless such Mortgagee has acquired title for other than security purposes.

**1.14 “Parcel”** shall mean the real property, as more particularly described in the Recitals above, which is the subject of the Declaration and the Plat.

**1.15 “Project”** shall mean all areas within the Parcel, including the Lots and Common Area, and any and all improvements constructed thereon which are the subject of this Declaration and the Plat.

**1.16 “Plat”** shall mean the certain subdivision plat entitled Craig Estates, a Cluster Subdivision, which plat has been recorded in the official records of the County Recorder, Davis County, State of Utah, which are maintained for such purpose, which Plat shall identify and describe all easements which exist on the Property.

**1.17 “Regular Assessment”** shall have the meaning assigned to it in Section 8.04.

**1.18 “Residential Home”** shall mean each individual single-family residence, including garages, patios, or other such similar facilities, which are constructed, or shall be constructed, upon each respective Lot within the Project.

**1.19 “Rules and Regulations”** (R&R) shall have the meaning assigned to it in Section 7.04 herein.

**1.20 “Special Assessment”** shall have the meaning assigned to it in Section 8.05 herein.

## **ARTICLE II**

### **1. Nature and Incidents of Ownership**

**2.01 Separate Ownership.** Each Lot, together with the Residential Homes and any other improvements constructed thereon, is and shall hereafter be a parcel of real property which may be separately held, conveyed, devised, mortgaged, encumbered, occupied, improved and otherwise used in accordance with the provisions of this Declaration.

### **2.02 Renting/Leasing of Homes – Restrictions**

WHEREAS, the home owners of Craig Estates desire to preserve and enhance the quality of life at Craig Estates and have purchased their homes at Craig Estates for the purpose of using their homes as an owner occupied single family residence; and

WHEREAS, the home owners believe the planned Home development living concept was developed to create a real property interest wherein individuals could own their own property and enjoy the benefits that accompany ownership of real property, including the stability associated with real property ownership, both individually and as a neighborhood, as well as the security that comes to a community by having residents who are owners and are committed to the long-term welfare and good of the community; and

WHEREAS, the home owners realize that the value of their homes is directly related to the ability to sell their homes, that the ability to sell their homes is directly related to the ability of prospective borrowers to obtain financing, and that underwriting standards at financial institutions and secondary mortgage markets restrict the percentage of non-owner occupied that can exist in a planned Home development, and further, when too high a percentage of non-owner occupied homes exist in a planned Home development, a buyer will not be able to qualify for favorable and competitive market interest rates and financing terms, thus inhibiting home owners' ability to sell their homes and depressing the value of all the homes at Craig Estates; and

WHEREAS, the home owners desire to live in a community that is orderly, peaceful, well maintained and desirable, and that will allow for and protect the comfortable enjoyment of all residents of Craig Estates, and have determined through the years of their collective experience that home owners are more responsive to the needs of the community, take greater interest and care of the Common Area and are generally more respectful of the Association rules;

THEREFORE, to accomplish the homeowners' objectives, the following information is adopted restricting the lease/rental and lease-to-own arrangements of homes at Craig Estates HOA.

1. For purposes of this section, a "Family Member" means the parent, sibling, child or grandchild of an Owner.

For purposes of this section, a "Non-Owner Occupied Home" means: (a) For a Residential Home owned by one or more individuals, the Residential Home is occupied, but is not occupied by an Owner or an Owner's Family Member as a primary residence; or (b) For a Residential Home owned by a trust or other entity created for estate planning purposes, the Residential Home is occupied, but is not occupied by the estate planner (for whom the trust or other entity was created) or his/her parent, child, grandchild or sibling.

No more than six (6) Residential Homes are permitted to be Non-Owner Occupied Homes at any one time.

All Non-Owner Occupied Homes must be professionally managed by a Board-approved, licensed, bonded, and insured Property Management Company.

## Barber Development

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Owners are not eligible to have a Non-Owner Occupied Home until they have occupied their Home for a minimum of one (1) year. An Owner must obtain approval from the Board in order to have a Non-Owner Occupied Home. Provided the cap set forth in paragraph 3 has not been met or exceeded, the Board shall grant approval, which approval shall be temporary, in a duration that is determined by the Board in its discretion and does not exceed four (4) cumulative years.

The Board may adopt rules with further management, reporting, and procedural requirements related to Non-Owner Occupied Homes, including requiring that certain information and documentation be provided as part of the approval process. Once the cap set forth in paragraph 3 is reached, the Board shall maintain a waiting list of Owner applicants to be notified when there is an opening.

The Owners of all Homes must comply with the following provisions:

Any lease or agreement for otherwise allowable non-owner occupancy must be in writing, must be for an initial term of at least twelve (12) months, and shall provide as a term of the agreement that the Resident shall comply with the Declaration, the Bylaws, and the Rules, and that any failure to comply shall be a default under the lease or agreement. If a lease or agreement for non-owner occupancy (whether in writing or not) does not include these provisions, they shall nonetheless be deemed to be part of the lease or agreement and binding on the Owner and the Resident;

If required in the Rules of the Association or requested by the Board, a copy of any lease or other agreement for non-owner occupancy shall be delivered to the Association within the time period provided for in the Rules or by the Board;

Notwithstanding any non-owner occupancy, Owners remain responsible for payment of assessments;

A non-owner occupant may not occupy any Home for transient, short-term (less than twelve months), hotel, resort, vacation, or seasonal use (whether for pay or not);

Daily and weekly occupation by non-owner occupants is prohibited (whether for pay or not); and

The Owner(s) of a Home shall be responsible for the Resident's or any guest's compliance with the Declaration, Bylaws, and Rules. In addition to any other remedy for noncompliance with this Declaration, the Association shall have the right to initiate a forcible entry and unlawful detainer action, or similar such action, with the purpose of removing the offending non-owner occupant. The Association and the Board shall not have any liability for any action taken pursuant to this subparagraph, and the Owner shall indemnify and pay the defense costs of the Association and the Board arising from any claim related to any action taken in good faith by any of them pursuant to this subparagraph.

2. Lease-to-own arrangements, in which title to the property is held by someone other than a resident, will not be permitted beginning 16 August 2011, with the exception of lease-to-own arrangements that are currently in place as of 16 August 2011. These current arrangements will be permitted until they end under their own terms, title to the property is transferred (in which case the new owner must occupy the property), or the lessee/purchaser ceases residency of the property, whichever occurs first.

3. Any home owner who violates this section shall be subject to a fine of \$100.00 a day per violation notice of non-compliance, according to the provisions set forth in the Craig Estates HOA Rules and Regulations, and/or to a complaint for an injunction seeking to terminate the lease/rental or lease-to-own arrangement in violation of this section. If the Craig Estates Board of Directors is required to retain legal counsel to enforce this section, with or without the filing of legal process, the violating home owner shall be liable for all attorney fees and court costs incurred by the Board of Directors in enforcing this section.

**2.03 Use and Occupancy.** Subject to the limitation contained in this Declaration, each Owner shall have the non-exclusive right to use and enjoy the Common Areas and the exclusive right to use and enjoy said Owner's Lot.

**2.04 Exterior of Residential Homes.** Each Owner shall keep the exterior of his or her Residential Home, including, without limitation, exterior walls, roofs, gutters, drain spouts, all exterior building surfaces, and any and all other exterior improvements to the Lot in a sanitary condition and in a state of good repair. All such maintenance and repair shall be for the purpose of maintaining said Residential Home in a manner consistent with existing design, materials, colors, and other such items in use on other Residential Homes within the Project unless different materials shall have been previously approved in writing in accordance with the provisions of Section 2.07 hereof.

In the event that any such Residential Home should develop an unsanitary condition or fall into a state of disrepair, and in the event that the Owner of such Residential Home shall fail to correct such condition promptly following written notice from the Association, the Association shall have the right, at the expense of the Owner, and without liability to the Association for trespass or otherwise, to enter upon said Owner's Lot and correct or eliminate said condition.

**2.05 Maintenance of Lots.** The Association shall be responsible for aerating, edging, and fertilizing, mowing, trimming and weed and pest control for all Lot lawns.

The Homeowner shall be responsible to keep their Lot, including without limitation, all trees, shrubs, flower beds and grounds, including their sprinkler system, in a sanitary condition and in a state of good repair, free from all accumulation of weeds, refuse, rubbish or abandoned articles of any kind. Homeowner's sprinkler systems are to be repaired at the Owner's expense.

In the event that any Owner of such Residential Lot should allow their Lot to develop an unsanitary condition, have weeds in the flower beds, or fall into a state of disrepair, and in the event that the Owner of such Residential Home shall fail to correct such condition, a notice will be sent. If the first notice is not complied with, a second notice will be given, a fine of \$25.00 will be assessed and a new time limit will be given. If the second written notice and time limit from the Association is not complied with, the

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Association shall have the right, at the expense of the Owner, and without liability to the Association for trespass or otherwise, to enter upon said Owner's Lot and correct or eliminate said condition.

**2.06 Common Area Maintenance.** The Association shall be responsible to keep Common Areas, including Craig Park, in a state of good repair and maintenance, free from all damage and accumulations of snow on walks, refuse, rubbish, and other inappropriate materials of any kind. (See Rules and Regulations for Craig Park reservations and procedures.)

### **2.07 Architectural Control.**

1. No building, fence, wall or other structure on any Lot shall be commenced, erected, or maintained, nor shall any exterior addition to or change (including painting) or alteration therein be made until Plans and Specifications showing the nature, kind, shape, height, colors, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location to surrounding structures and topography by the Board and Architectural Committee composed of three (3) or more representatives appointed by the Board. No fence or fences of any nature whatsoever shall be constructed, placed upon, or maintained on any Lot or any portion thereof without the express prior written approval of the Board and Architectural Committee. **No permanent personal fencing is permitted for those homes that are bordered by Common Areas.**

2. No trailer, boat, truck larger than  $\frac{3}{4}$  ton, recreational vehicle or similar vehicle shall be parked on a permanent basis on a lot at Craig Estates unless it is parked inside a garage. As used herein, permanent basis means more than seven (7) days out of any thirty-day period. Owners may not install parking pads on their lot that could be used to park vehicles prohibited by this section, nor shall Owners install additional pads on their lot except as approved by the Architectural Committee under Section 2.07.1 herein.

**2.08 No Subdivision.** No Owner shall cause a Lot or Residential Home to be divided in any manner so as to permit the permanent occupancy and ownership thereof by more than one family, and any documents purporting to convey any portion of a Lot or Residential Home shall be void and of no effect unless a transfer shall be approved in writing in accordance with the provisions of Section 2.07.

## ARTICLE III

### 2. **Title to Lots and Common Area**

**3.01 Title to Lots.** Title to a Lot within the Project may be held or owned by any person or entity or any combination thereof and in any manner in which title to any other real property may be held or owned in the State of Utah, including, without limitation, joint tenancy or tenancy in common.

**3.02 Title to Common Area.** Title to the Common Areas within the Project shall be held in the name of the Association and is subject to the rights of any Owner to the non-exclusive use of the Common Area in any manner that does not hinder or encroach upon the rights of others and is not contrary to the provisions of this Declaration and to any Rules and Regulations promulgated by the Association for the use thereof.

**3.03 Inseparability.** Every devise, encumbrance, conveyance, or other disposition of a Lot shall be construed to be a devise, encumbrance, conveyance, or other disposition of the entire Lot, together

with all appurtenant rights created by law or by this Declaration, including appurtenant membership in the Association as hereinafter set forth.

**3.04 No Partition.** The Association shall own the Common Areas, and no Owner may bring any action for partition thereof.

**3.05 Separate Mortgages by Owners.** Each Owner shall have the right separately to mortgage or otherwise encumber his or her Lot. No Owner shall attempt to, or shall have the right to mortgage or otherwise encumber the Common Areas or any part thereof. Any mortgage or any encumbrance of any Lot within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure, the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure through private power of sale, judicial foreclosure, or otherwise.

**3.06 Separate Taxation.** Each Lot in the Project shall be assessed separately for all taxes, assessments, and other charges of the State of Utah or of any political subdivision thereof or of any special improvement district or of any other taxing or assessing authority. For purposes of assessment, the valuation of the Common Areas shall be assessed separately from the Lots. No forfeiture or sale of any Lot or any Residential Home constructed thereon for delinquent taxes, assessments, or other governmental charges shall divest or in any way affect title to any other Lot.

**3.07 Mechanic's Liens.** No labor performed or material furnished for use in connection with any Lot or Residential Home constructed thereon with the consent, or at the request of, an Owner or his or her agent or subcontractor shall create any right to file a statement of mechanic's lien against a Lot of any other Owner not expressly consenting to or requesting the same or against any interest in the Common Areas unless such work shall have been performed upon express written consent of the Association and the labor performed or material furnished shall have been provided directly for the improvement, repair, or construction of the Common Areas.

**3.08 Description of Lot.** Each respective Lot shall be legally described for all purposes by using the applicable Lot number as established on the Plat.

## ARTICLE IV

### 3. Easements

**4.01 Right to Ingress, Egress, and Enjoyment.** Each Owner shall have the right to ingress and egress over, upon, and across the Common Areas and shall have the right of easement and enjoyment in and to the Common Areas which shall be appurtenant to and pass with the title to every Lot subject to the terms and conditions of said easements as herein set forth.

**4.02 Delegation of Use.** Any Owner may delegate, in accordance with the Rules and Regulations, his or her right of enjoyment to the Common Areas and any recreational facilities located thereon to the members of his or her family and his or her tenants and shall be deemed to have delegated said rights to contract purchasers who reside on said Owner's Lot.

**4.03 Easement for Maintenance of Lots.** The Association, its agents, employees, or subcontractors, shall have the right of easement over and across each Lot, but not to any portion of the

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interior of any Residential Home, for the purpose of maintaining or inspecting the Lot in accordance with the provisions of this Declaration.

### ARTICLE V

#### 4. Restrictions on Use

##### 5.

**5.01 Residential Uses.** All Lots are intended to be used for single-family residential housing and are restricted to such use. No Residential Home shall be used for business or commercial activities without permission of the Board. As used herein, “single-family” shall mean: persons related to each other by blood within two generations or legally related to each other by marriage or adoption, or a group of not more than three (3) persons not all so related, inclusive of their domestic servants, who maintain a common household in a residence on a Lot. Notwithstanding the definition of single-family, because Craig Estates is zoned as a high-density housing area, no more than two people shall reside in any bedroom in any home and no more than a total of eight people shall be permitted to reside in any home built on a Lot within Craig Estates. No Owner shall permit more than three vehicles to be parked on a Lot (including inside the garage) on a permanent basis. As used herein, permanent basis means no more than ten days out of any thirty-day period. The Board of Directors must approve any deviation.

**5.02 No Noxious or Offensive Activity.** No noxious, offensive, or illegal activity shall be carried on in or upon any part of the Project, nor shall anything be done or placed in or upon any part of the Project which is or may become a nuisance or may cause embarrassment, disturbance, or annoyance to residents, including but not limited to loud or disturbing behavior by pets and children. No activities shall be conducted, nor improvements constructed, in or upon any part of the Project, which are or may become unsafe or hazardous to any person or property. No automobile or other vehicles shall be parked on a street within the Project or at any other location within the Project, which impairs or tends to impair vehicular or pedestrian access within the Project or to and from its various parts.

**5.03 Restrictions on Animals.** The HOA and the City of Syracuse adopt and adhere to the Davis County’s “Comprehensive Animal Control Ordinance. Section 6.12.060 “No person or persons at any one (1) residence within the jurisdiction of this title shall at any one (1) time own, harbor, license or maintain more than two (2) dogs.” There can be no more than a total of two pets per HOA residence. The animal cannot become a nuisance either through damage, unsanitary conditions, unreasonable odors, and noise or safety concerns. Whenever a dog is allowed outside, it shall be on a leash or some other appropriate restraint. Dogs must be no taller than 15 inches at shoulder height when full grown as of 16 August 2011. Dogs larger than as stated above in residence prior to 16 August 2011 will be grandfathered in the restrictions.

**5.04 Prohibition of Damage and Certain Activities.** Except with the prior written consent of the Board of Directors, nothing shall be done or kept in any Residential Home or upon any Lot which would result in cancellation of any insurance on the Project or any part thereof, nor shall anything be done or kept in any Residential Home which would increase the rate of insurance on the Project or any part thereof over that which, but for such activity, would be paid. Nothing shall be done or kept in any Residential Home, upon any Lot, or upon the Common Areas, or upon any part of the Project, which would be in violation of any statute, ordinance, regulation, rule, permit, or other validly imposed requirement of any governmental authority. No damage to, or waste of, the Common Areas or Common Facilities or any part thereof shall be committed by any Owner or guest or invitee of any Owner, and each such Owner shall indemnify and hold harmless the Association and the other Owners against all loss resulting from any such damage or waste caused by such Owner, his or her family guests, tenants, licensees, or invitees.

**5.05 Rules and Regulations.** Each Owner and any person or persons occupying a Lot or using any facility within the Project shall comply with each and every provision of the Rules and Regulations governing use of the Project. Rules and Regulations may from time to time be adopted, amended, or revised by the Association pursuant to Section 7.04 herein.

**5.06 Construction Exemption.** During the construction of any permitted structures or improvements, the provisions, covenants, conditions, and restrictions contained in this Declaration shall be deemed waived to the extent necessary or convenient to permit such construction; provided, however, that, during the course of such construction, nothing shall be done which will result in a violation of said provisions, covenants, conditions, or restrictions upon completion of the construction.

## ARTICLE VI

### 6. The Association

**6.01 The Association.** The administration of this Project shall be through the Craig Estates Homeowners Association, Inc., a Utah non-profit corporation, which has been organized and will be operated to perform the functions and provide the services contemplated in this Declaration. Said Association shall operate in accordance with the laws of the State of Utah, and with the Articles of Incorporation of the Association and the Rules and Regulations of the Association, which have been adopted in accordance therewith.

**6.02 Membership.** Each Owner shall be entitled and required to be a Member of the Association. Membership shall begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Lot is held by more than one person, the membership appurtenant to that Lot shall be shared by all such persons in the same proportionate interests and by the same type of tenancy in which title to the Lot is held. An Owner shall be entitled to one membership for each Lot owned by said Owner. Each Membership shall be appurtenant to the Lot to which it relates and shall be transferred automatically by conveyance of that Lot. Ownership of a Lot within the Project cannot be separated from membership in the Association, and any devise, conveyance, or disposition of a Lot shall be construed to be a devise, conveyance, or other disposition, respectively, of that Owner's membership in the Association and all rights appurtenant thereto. No person or entity other than an Owner may be a member of the Association, and membership in the Association may not be transferred except in connection with the transfer of a Lot.

**6.03 Board of Directors.** A Board of Directors shall govern the Association as the same shall be established and defined in the Rules and Regulations of the Association. Interpretation, changes, disputes or questions to the CC&R or the Rules and Regulations will be resolved and managed by a majority vote of the Board of Directors.

**6.04 Votes.** Each Owner shall be entitled to one (1) vote for each Lot owned. If membership is jointly held; all or any holders of the joint membership may attend any and all meetings of the Members of the Association, but such holders of the joint membership must act unanimously to cast one (1) vote relating to their joint membership.

**6.05 Power of Attorney and Amendments.** Each Owner makes, constitutes, and appoints the Association the true and lawful attorney in said Owner's name, place, and stead to make, execute, sign, acknowledge, and file with respect to the Project such appointments to this Declaration and the Plat as may be required by law or by vote taken pursuant to the provisions of this Declaration.

## **2. ARTICLE VII**

### **▪ Certain Rights and Obligations of the Association**

**7.01 The Common Area.** The Association, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management, control, operation, and maintenance of the Common Area, including all improvements thereon (including the Common Facilities), and shall keep the same in a good, clean, attractive, safe, sanitary order and repair. All goods and services procured by the Association in performing its responsibilities under the Section shall be paid for with funds from the Common Expense Fund.

**7.02 Miscellaneous Goods and Services.** The Association may obtain or pay for out of the Common Expense Fund the services of such personnel as the Association shall determine to be necessary or desirable for the proper operation of the Project, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may also obtain or pay for out of the Common Expense Fund legal and any accounting services necessary or desirable in connection with the operation of the Project or the enforcement of this Declaration. In addition to the foregoing, the Association may acquire and pay for out of the Common Expense Fund water, sewer, garbage collection, electrical, gas, and other necessary or desirable utility services for the Common Areas and insurance, bonds, and other goods and services common to the Lots and necessary to implement the intent of this Declaration.

**7.03 Property Acquisition.** The Association may acquire (by purchase, lease, or otherwise), hold and dispose of real, personal, and mixed property of all types for the use and benefit of all Owners. The costs of acquiring all such property, including Common Facilities, shall be paid for out of the Common Expense Fund and all proceeds from the disposition of such property shall be part of the Common Expense Fund.

**7.04 Rules and Regulations.** The Board of Directors may make reasonable Rules and Regulations governing the Project, which includes Common Areas, and Common Facilities, provided however, that such Rules and Regulations shall be consistent with the rights and obligations established by this Declaration. The Board shall send by first class U.S. mail, e-mail or hand deliver to each Owner, at the address set forth in the Register of Owners established in the Rules and Regulations, a copy of all such Rules and Regulations, all amendments thereto and any rescissions thereof. Such Rules and Regulations shall take effect the date approved by the governing board. The Board or any aggrieved Owner may initiate and prosecute appropriate legal proceedings against an offending Owner to enforce compliance with such Rules and Regulations or to recover damages caused by non-compliance therewith as may be permitted by law. In the event the Board shall initiate any such legal proceedings, the Association shall be entitled to recover from the offending Owner costs and expenses incurred by the Association in connection with such proceedings, including court costs and reasonable attorney's fees both before and after judgment.

**7.05 Creation of Easements.** The Board may, without vote or consent of the Owners or of any person, grant or create, on such terms, as it deems advisable, reasonable utility and similar easements

over, under, across, or through the Common Areas, which may be determined by the Association to be reasonably necessary.

**7.06 Implied Rights.** The Association may exercise any right or privilege given to it expressly by this Declaration or by law and every other right or privilege reasonably implied from the existence of any right, privilege, or duty given to it herein or reasonably necessary to effectuate any such right, privilege, or duty.

**7.07 Powers of the Association.** Notwithstanding the powers of the Association as set forth in this Article VII, neither the Association nor the Board of Directors as delegee of the Association's powers and duties shall enter into a contract with a third person or entity whereby such person or entity shall furnish goods or services for the Project for a term longer than one to three years at the discretion of the Board of Directors.

**7.08 Financial Statements.** The Board of Directors shall cause financial statements for the Association to be prepared at least annually, or at more frequent intervals if required by a majority vote of the Owners, and cause copies thereof to be made available to all Owners. Such statements shall be prepared in accordance with normally accepted accounting procedures and presented in such a manner as to fairly and accurately reflect the financial condition of the Association. The financial books of the Association shall be available for inspection by any Owner at any time during the normal business hour/day (by appointment) of the Association Treasurer. Nothing herein shall be construed to require an audit of the Association's financial records by a certified public accountant.

## ARTICLE VIII

### 7. Assessments

**8.01 Assessments.** The Association shall have the right to charge to, and collect from, each Owner of a Lot within the Project said Owner's equal share of all sums which are expended on behalf of all Owners and all sums which are required by the Association to perform or exercise the functions, duties, rights, and powers of the Association under this Declaration, the Articles of Incorporation of the Association, or the Rules and Regulations adopted in accordance with the provisions thereof. All such sums, which are charged and collected for such purposes, shall be collectively referred to herein as "Assessments." The term "Assessments" shall also include each and every annual Regular Assessment and each and every Special Assessment levied in accordance with the provision hereof.

**8.02 Agreement to Pay Assessments.** Each Owner shall be deemed to covenant and agree with the Association to pay to the Association all Assessments made for the purposes provided for in this Declaration. Such Assessments shall be fixed, established and collected from time to time as provided in this Article.

**8.03 Commencement of Assessments.** Regular Assessments shall commence against all Lots on the first day of the first calendar month following recordation of a conveyance instrument transferring the Lot within the Project to an Owner.

**8.04 Regular Assessments.** A Regular Assessment shall consist of each Owner's equal share of the estimated annual total of: (1) the amount which is reasonably anticipated to be expended on behalf of all Owners, and (2) the sum of all amounts which are required to perform or exercise the rights,

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powers, and duties of the Association during each fiscal year. A Regular Assessment shall be computed and levied annually against each Lot in accordance with the provisions hereof as follows:

**1. Common Expense.** Each Regular Assessment shall be based upon an advance estimate of the Association's cash requirements to provide for payment of all estimated expenses arising out of, or connected with, maintenance and operation of the Common Areas as set forth in Section 7.01 hereof, the maintenance of the Lots as set forth in Section 2.05 hereof, and for the provision of utility services (to the extent not separately metered or billed), and all other common items to the Project for the fiscal year for which the Regular Assessment is being made. Such estimated expenses may include, among other things, and without limitation, the following: expenses of management; governmental taxes, special assessments, and real property taxes attributable to the Common Areas; premiums for all insurance that the Association is required or permitted to maintain hereunder; repairs and maintenance of the Common Areas and the Lots; cost of capital improvements to Common Areas; utility charges for utility services provided to the Common Areas; legal and accounting fees; any deficit remaining from a previous period; creation of a reasonable contingency reserve (\$10,000.00 or more); and any other expenses and liabilities which may be incurred by the Association. Such shall constitute the estimated Common Expense, and all funds received from assessments under this Section 8.04 shall be part of the Common Expense Fund;

**2. Apportionment.** Expenses attributable to the Common Expense or to the Project as a whole shall be apportioned among, and assessed to, each Lot on an equal basis.

**3. Notice and Payment of Regular Assessment.** Each Regular Assessment shall be made on a January 1 through December 31 fiscal-year basis. On or before January 1 each year, the Association shall give written notice to each Owner as to the amount of the Regular Assessment with respect to his or her Lot for the fiscal year commencing on January 1 immediately following such date. If no notice of assessment change is issued, the existing assessment will remain in force. Failure of the Association to give timely notice of any Regular Assessment as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, nor shall such failure affect the liability of the Owner of any Lot for payment of such Regular Assessment. Each Regular Assessment shall be payable in one of two options as follows:

(a) The full yearly Regular Assessment may be paid in full prior to the 25<sup>th</sup> day of January of each respective fiscal year and shall receive a 5% discount due to the benefit the Association is receiving by having the money in its bank account and the saving it receives by not having to handle twelve separate payments and deposits; or (b) The Regular Assessment may be paid in twelve equal monthly installments due on the first day of each month commencing January 1, and shall be subject to a late charge of ten percent (10%) of the monthly fee for payments received after the 14<sup>th</sup> day of the month.

**4. Inadequate Funds.** In the event that the Common Expense Fund proves inadequate during any fiscal year for whatever reason, including non-payment of Owner's Assessments, the Association may either borrow funds and/or levy additional Assessments in accordance with the procedure set forth in Section 8.05, except that the vote herein specified shall not be necessary. If the Association elects to levy such an additional assessment, then no such assessment or assessments levied in any fiscal year may, in the aggregate, exceed five percent (5%) of the

Common Expense Fund for that fiscal year without the vote or written consent of a majority of owners.

**5. Increase in Regular Assessments.** The amount of Regular Assessment shall not exceed twenty percent (20%) of the Regular Assessment amount for the immediately preceding fiscal year unless a majority of Owners shall consent to a greater increase by vote or written consent.

**8.05 Special Assessments.** In addition to the Regular Assessment authorized by this Article, the Association may levy, at any time, and from time to time, upon the affirmative vote of at least fifty percent (50%) of the total votes of the Association, Special Assessments, payable over such periods as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or any part thereof, or for any other expenses incurred or to be incurred as provided in this Declaration. This Section shall not be construed as an independent source of authority for the Association to incur expenses, but shall be construed to prescribe the manner of assessing for expenses authorized by other Sections or Articles hereof. Any amounts assessed pursuant hereto shall be assessed to Owners, in the same manner as other assessments. Notice in writing of the amount of such Special Assessments and the time for payment thereof shall be given promptly to the Owners, provided that no payment shall be due less than thirty (30) days after such notice shall have been given. All unpaid portions of such Special Assessments shall bear interest at the rate of one and one-half (1.5%) per month from the date such portion become due in accordance with the above-mentioned notice until paid. All funds received from assessments under this Section 8.05 shall be part of the Common Expense Fund.

**8.06 Lien for Assessments.** All sums assessed to the Owner of any Lot within the Project pursuant to the provisions of this Article VIII, together with interest and penalties thereon as provided herein, shall be secured by a Lien on such Lot in favor of the Association as more particularly set forth in Section 9.03.2.

**8.07 Personal Obligation of Owner.** The amount of each and every Regular Assessment and Special Assessment against any Lot with the Project shall be the personal obligation of the Owner of such Lots to the Association. Suit to recover a money judgment for such personal obligation shall be maintainable by the Association without foreclosing or waiving the lien securing the same. No Owner may avoid or diminish any such personal obligation by waiver of the use and enjoyment of any Common Areas or by abandonment of his or her Lot, or by waiving any services or amenities provided for in this Declaration. In the event of any suit to recover a money judgment for unpaid Assessments hereunder, the involved Owner shall pay the costs and expenses incurred by the Association in connection therewith, including court costs and reasonable attorney's fees both before and after judgment.

**8.08 Fines.** Any Homeowner may be fined for violations as stated in the Rules and Regulations as determined by a majority vote of the Board of Directors. The fine schedule is listed in the Rules and Regulations and can be adjusted or levied by a majority vote of the Board of Directors.

**ARTICLE IX**  
**Enforcement of Restrictions**

8.

**9.01 General.** Each Owner shall comply with the provisions of this Declaration, the Rules and Regulations, and the decisions and resolutions of the Association and the Board of Directors adopted pursuant thereto as the same may be lawfully amended, modified, or adopted from time to time. The Board of Directors shall have full power to enforce compliance with this Declaration, and Rules and Regulations in any manner provided for by law or in equity, including, without limitation, the right to bring an action for damages, an action to recover sums due, an action to enjoin a violation or specifically enforce the provisions thereof, and the ability to assess fines consistent with the Community Association Act, which shall be set forth in the Rules and Regulations of the Association as adopted by the Board. Said action or actions may be maintainable by the Association, or in a proper case, by an aggrieved Owner. In the event of any action by the Association to recover Assessments or other amounts due hereunder, or to enforce the provisions hereof, the Association shall be entitled to recover from the offending Owner all costs and expenses incurred by the Association in connection with such action, including court costs and reasonable attorney's fees. The obligations, provisions, covenants, restrictions, and conditions contained in this Declaration, as the same may be lawfully amended or supplemented, with respect to the Association and/or the Lots within the Project, shall be enforceable by the Association, or by an Owner through a proceeding for prohibitive or mandatory injunction. The rights and remedies herein provided shall be in addition to any and all other rights now or hereafter provided by law for enforcement of the provisions of this Declaration, the Articles of Incorporation, The Rules and Regulations, and decisions and resolutions of the Association adopted pursuant thereto.

**9.02 Interest.** Unless otherwise specifically set forth in this Declaration, all sums payable hereunder by an Owner shall bear late fees at the rate of 10 percent (10%) of the HOA fee per month from the due date.

**9.03 Certain Specific Enforcement Powers.** In amplification of, and not in limitation of, the general powers specified in Section 9.01 above, the Association shall have the following:

- 1. Suspension of Privileges.** If any Owner shall be in breach of this Declaration, or Rules and Regulations, including, but not limited to, the failure of such Owner to pay any Assessments on or before the due date thereof, subject to the limitations hereinafter set forth in this paragraph, the Association may suspend the Owner's right to occupy the Common Areas and to use Common Facilities and the right of such Owner to participate in any vote or other determination provided herein. The decision as to whether such privileges should be suspended shall be made by a majority of the members of the Board present at a special meeting of the Board duly called and held for such purpose. No suspension under this paragraph shall be effective until written notice has been given to the Owner of the suspension, the reasons therefore, and the actions that must be taken by said Owner to have all suspended privileges reinstated. If such suspension of privileges is based on the failure of an Owner to pay Assessments when due, the suspended privileges of an Owner shall be reinstated automatically at such time as the Owner shall have paid to the Association, in cash or by cashier's or certified check, all amounts past due as of the date of such reinstatement. If such suspension of privileges is based on any act or omission other than the failure to pay Assessments or any other amounts due hereunder when due, no such suspension shall be made except after a meeting of the Board of Directors of the Association at which a quorum

of the Board is present, duly called and held for such purpose. Written notice of such meeting shall be given to the Owner whose privileges are being sought to be suspended for any act or omission other than the failure to pay Assessments at least ten (10) days prior to the holding of such meeting. Such Owner shall be entitled to appear at such meeting and present his or her case or provide a written response to the Board no later than the time scheduled for such meeting as to why privileges should not be suspended (if any portion of this paragraph is not in compliance with the Community Association Act, the Board shall enact Rules and Regulations in compliance therewith to enforce this paragraph).

**2. Enforcement by Lien.** If any Owner shall fail or shall refuse to make any payment of any Assessments when due, the amount thereof shall constitute an encumbrance on the entire interest of the said Owner's Lot against which the Assessment has been levied. All of the rights and powers associated with such encumbrance on an Owner's Lot shall be collectively referred to herein as a "Lien." To evidence a Lien for sums assessed to Article VIII, the Association shall prepare a written Notice of Lien setting forth the amount of the Assessment or Assessments, the due date thereof, the amount or amounts remaining unpaid, the name of the Owner, a legal description of the Owner's Lot, and a statement that the amount of the Lien shall also include all costs and expenses, including attorney's fees, incurred in preparation, perfection, and enforcement of the Lien. Such Notice of Lien shall be signed and acknowledged by a duly authorized agent of the Association and shall be recorded in the office of the County Recorder of Davis County, State of Utah. No Notice of Lien shall be recorded until there is a delinquency in the payment of an Assessment. Such Lien may be enforced by sale or foreclosure of the Owner's interest in said Owner's Lot by the Association or its duly-authorized agent. Such sale or foreclosure shall be conducted in accordance with the provisions of Utah law applicable to the exercise of the powers of sale or foreclosure in deeds of trust or mortgages or in any other manner permitted by the laws of the State of Utah. The Lien may be satisfied and released upon payment to the Association, in cash or certified funds, the amount set forth in the Lien, all of the Association's expenses and attorney's fees incurred in the preparation, perfection, and enforcement of the Lien, and any Assessments against the lot which may have become due since the date of said Lien. The Association shall have the right and power to bid in at any foreclosure sale, and to hold to, lease, mortgage, or convey the subject Lot.

**8.04 Priority of Lien.** Upon recordation of the Notice of Lien, the Lien provided for herein shall be a charge or encumbrance upon the Owner's interest in the Lot prior to all other liens and encumbrances, recorded or unrecorded, except only tax and special assessment liens on the Lot in favor of any municipal assessing or taxing district and any encumbrances on the interest of the Owner recorded prior to the date when such Notice of Lien is recorded which, by law, would be a lien prior to subsequently-recorded encumbrances.

## **ARTICLE X**

### **9. Insurance**

## **Barber Development**

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**10.01 Types of Insurance.** The Association shall obtain and keep in full force and effect at all times the following types of insurance coverage, provided by companies licensed to do business in the State of Utah:

**1. Public Liability and Property Damage Insurance.** The Association shall obtain a broad form of comprehensive liability insurance coverage to provide adequate protection against liability for personal injury, death, and property damage in amounts not less than Five Hundred Thousand Dollars (\$500,000.00) per person and One Million Dollars (\$1,000,000.00) per occurrence with regard to injury or death and not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence with respect to property damage. Coverage shall include, without limitation, liability for operation of vehicles and equipment on behalf of the Association and all activities in connection with the ownership, operation, maintenance, and other use of the Project and the facilities located therein;

**2. Fidelity Insurance or Bond.** The Association may purchase, in such amounts and in such forms as it deems appropriate, fidelity insurance or a bond to cover against dishonesty of employees, destruction or disappearance of money or securities, and forgery.

**10.02 Form of Insurance.** Insurance coverage relating to the Project, insofar as possible, shall be in the following form:

**1. Casualty Insurance.** Casualty insurance shall be carried in a form or forms naming the Association as the insured. Each policy shall also provide that it cannot be cancelled by either the insured or the insurance company until after ten (10) days' prior written notice.

**2. Public Liability and Property Damage Insurance.** Public liability and property damage insurance shall name the Association as the insured and shall protect the Association, and the Board of Directors against liability for acts or omissions of the Association, and the Board of Directors in connection with the ownership, operation, maintenance, or other use of the Project or any part thereof. Each such policy shall provide that it cannot be cancelled either by the insured or the insurance company until ten (10) days' prior written notice to the Board of Directors.

**3. Policies.** The Association shall make every effort to secure insurance policies that will provide that:

(a) The insurer shall waive subrogation as to any claims against the Association, the Board of Directors, agents and guests;

(b) The policy or policies on the Project cannot be cancelled, invalidated, or suspended on account of the conduct of any one or more individual Owners, without a prior demand in writing that the Association cure the defect; and

(c) The policy or policies on the Project cannot be cancelled, invalidated, or suspended on account of the conduct of any officer, or employee of the Association without a prior demand in writing that the Association cure the defect; and

(d) Any "no other insurance" clauses in the policy or policies on the Project shall exclude individual Owners' policies from consideration.

**10.03 Insurance Proceeds.** The Association shall receive the proceeds of any casualty insurance payments made under policies obtained and maintained by the Association pursuant to this Article. To the extent that reconstruction or repair is required herein, all proceeds of such insurance shall be made available as a fund for such reconstruction or repair and shall be disbursed by the Association as provided in Article XI.

**10.04 Additional Coverage.** The provisions of this Declaration shall not be construed to limit the power or authority of the Association to obtain and maintain insurance coverage in addition to any insurance coverage required by this Declaration in such amounts and in such forms as the Association may deem appropriate from time to time.

**10.05 Adjustment and Contribution.** Exclusive authority to adjust losses under policies hereafter in force on the Project shall be vested in the Association. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual Owners or their Mortgagees.

**10.06 Owner's Own Insurance.** Notwithstanding any other provisions of this Article, each Owner shall be responsible to obtain insurance at his or her own expense providing coverage upon his or her Lot, Residential Home, and any and all other improvements located thereon his or her personal property, for his or her personal liability, and covering such other risks as he or she may deem appropriate; provided that each such policy shall provide that it does not diminish the insurance carrier's coverage for liability arising under insurance policies obtained by the Association pursuant to this Article.

**10.07 Review of Insurance.** The Association shall review annually the coverage and policy limits of all insurance on the Common Areas and Common Facilities and adjust the same at its discretion within the limitations set forth within this Article. Such review may include an appraisal of the improvements in the Project by a representative of the insurance carrier or carriers providing the policy or policies on the Project, or by such other qualified appraisers as the Association may elect.

## **ARTICLE XI**

### **10. Damage or Destruction**

**11.01 Damage or Destruction of Lot or Residential Home.** In the event that a Lot or any improvement located thereon, including a Residential Home, is damaged or destroyed by fire or other casualty, the Owner thereof shall cause such Lot or Residential Home to be promptly repaired, restored, or reconstructed to the extent required to restore the Lot or Residential Home to substantially the same condition in which it existed prior to the occurrence of the damage or destruction. In addition, if any Common Area is damaged or destroyed in connection with the repair, restoration, or reconstruction of a damaged Lot, then the cost of repair, restoration, or reconstruction of the Common Area so damaged shall be paid by the Owner of the said Lot.

**11.02 Damage or Destruction of Common Areas.** In the event that the Common Areas or any portion thereof, any improvements constructed on the Common Areas, or any Common Facilities are damaged or destroyed by fire or other casualty, the Association shall be responsible to promptly repair,

## **Barber Development**

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restore, replace, or reconstruct same to the extent required to return them to substantially the same condition in which they existed prior to the occurrence of the damage or destruction. The Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract or other instrument and may take all action which may be necessary or appropriate to exercise the powers herein granted and no consent or other action by any Owner shall be necessary in connection therewith.

**11.03 Repair or Reconstruction.** Repair, restoration, replacement, or reconstruction of damaged portions of the Project as used in this Article means restoring, by whatever means, method, or process that shall be necessary, the damage portions of the Project to substantially the same condition in which it existed prior to the damage, with each Lot and the Common Areas having substantially the same boundaries as before. The term “repair” as used herein shall be deemed to include, without limitation, each and every process or procedure necessary to comply with the intent of the Article.

**11.04 Estimate of Costs.** As soon as practicable after an event causing damage to or destruction of any part of the Common Areas and Common Facilities, the Association shall obtain complete and reliable estimates of the costs of repair of that part of the Common Areas or Common Facilities damaged or destroyed. As soon as practicable after receiving said estimates, the Association shall diligently pursue to completion the repair of that part of the Common Areas and Common Facilities damaged or destroyed.

**11.05 Funds for Reconstruction.** The proceeds of any casualty insurance collected by the Association due to damage to the Common Areas or Common Facilities shall be available to the Association for the purpose of repair of the Common Areas or Common Facilities. If the proceeds of the insurance are insufficient to pay the estimated or actual cost of such repair, the Association may levy, in advance, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair. Such Special Assessments shall be allocated and collected as provided in Section 8.05, except that the vote therein specified shall not be necessary. Further levies may be made in like manner if the proceeds of insurance and the Special Assessment collected prove insufficient to pay the costs of repair.

**11.06 Disbursement of Funds for Repair.** The insurance proceeds received by the Association and any amounts received from Special Assessments made pursuant to Section 11.05 shall constitute a fund for the payment of costs of repair after casualty. It shall be deemed that the first money disbursed in payment for cost of repair shall be made from insurance proceeds, if there is a balance after payment of all costs of such repair, such balance shall be deposited to the Common Expense Fund.

## **ARTICLE XII**

### **11. Condemnation**

**12.01 Condemnation of Lot.** If at any time or times during the continuance of ownership pursuant to this Declaration, all or part of one or more Lots shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of a Lot, but under threat of condemnation, shall be deemed to be taken by power of eminent domain.

**12.02 Proceeds.** All compensation, damages, and other proceeds from any taking of a Lot by power of eminent domain (hereinafter “the Condemnation Award”) shall be made payable to the Owner of each respective Lot so condemned.

**12.03 Termination of Membership.** If all of a Lot is taken by condemnation, or if such a portion of a Lot is taken by condemnation such that the remaining portion of the Lot may not practically or lawfully be used for any purpose permitted in the Declaration, then the membership, vote, easement rights, liability for payment of the Assessments, and all other rights and duties granted by this Declaration which are appurtenant to such Lot shall be and are automatically terminated upon such taking.

**12.04 Remaining Portion of Lot.** If any portion of a Lot shall remain after a complete taking as set forth in Section 12.03, then the remaining portion thereof shall be subject to purchase by the Association, at the sole election of the Association, at the fair market value thereof after such condemnation is complete and less any portion of the Condemnation Award paid to the Owner of such Lot which is properly allocated to such remaining portion of the Lot. Any portions of a Lot so purchased by the Association shall be Common Area.

## ARTICLE XIII

### 12. Condemnation of Common Areas

**13.01 Condemnation of Common Areas.** If, at any time or times during the continuance of ownership pursuant to this Declaration, all or any part of the Common Areas or Common Facilities shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Common Areas or Common Facilities in lieu of condemnation, but under threat of condemnation, shall be deemed to be a taking by power of eminent domain.

**13.02 Proceeds.** All compensation, damages, and other proceeds from any such taking of Common Areas or Common Facilities by power of eminent domain (hereafter “the Condemnation Award”) shall be made payable to the Association and shall be distributed by the Association as provided herein.

**13.03 Complete Taking.** In the event the entire Project is taken by power of eminent domain, ownership pursuant hereto shall terminate, and the Condemnation Award shall be allocated among, and distributed to, the Owners in proportion to their respective undivided interests in the Common Areas and Common Facilities. For the purposes of this Article, the undivided interest owned in common which shall appertain to each Owner shall be that percentage obtained by dividing one hundred (100) by the number of Lots existing in the Project immediately prior to the condemnation as such number is set forth in the Plat.

**13.04 Partial Taking.** In the event less than the entire Project is taken by power of eminent domain, the following shall occur:

**1. Allocation of Award.** If appointment of all allocation is established by applicable negotiations, judicial decree, or statute, the Association shall employ such apportionment and allocation to the extent appropriate. Otherwise, as soon as possible, the Association shall, reasonably and in good faith, apportion the Condemnation Award between compensation, severance damages, or other proceed, and shall allocate such apportioned amounts and pay the same to the Owners as follows:

- (a) The total amount apportioned to taking of or injury to the Common Areas shall be allocated and distributed to all Owners (including Owners whose entire Lots have been taken) in proportion to their respective undivided interests in the Common Areas;
- (b) The total amount apportioned to severance damages shall be allocated among, and distributed to, the Owners of those Lots that have not been taken in the proportion that said Owners' undivided interests in the Common Area bears to the total of all such Owners' undivided interests in the Common Areas;
- (c) The respective amounts apportioned to the taking of or injury to the particular Lot shall be allocated and distributed to the Owner or Owners of such Lot;
- (d) The total amount portioned to consequential damages and any other takings or injuries shall be allocated distributed as the Association determines to be equitable under the circumstances;
- (e) Distribution of allocated proceeds shall be made by check payable jointly to the each Owner and his or her respective Mortgagees, as appropriate.

**2. Continuation and Reorganization.** If less than the entire Project is taken by power of eminent domain, ownership pursuant hereto shall not terminate, but shall continue.

**3. Reconstruction or Repair.** Any reconstruction or repair necessitated by condemnation shall be governed by the procedures specified in Article XI hereof for cases of damage or destruction.

#### **ARTICLE XIV** **Mortgage Protection**

**14.01 Mortgage Protection.** No breach of any of the covenants, conditions, restrictions, or limitations contained herein shall defeat or render invalid the lien of any Mortgage made in good faith and for value; provided, however, that all such covenants, conditions, restrictions, and limitations contained herein shall be binding upon an Owner whose title is derived through foreclosure, Trustee's sale, or by deed or assignment in lieu of foreclosure.

**14.02 Priority of Liens.** No enforcement of any lien provision herein contained shall defeat or render invalid the lien of any Mortgage. All sums assessed in accordance with the provisions herein shall constitute a lien on each respective Lot prior and superior to all other liens except (1) all taxes, bonds, assessments, and other levies which, by law, would be superior thereto; and (2) the lien or charge of any recorded Mortgage on such Lot in good faith and for value and recorded prior to the date on which any such assessment became due.

**14.03 Prior Liens Relate Only to Individual Lots.** All taxes, assessments and charges, which may become liens prior to the first Mortgage under local law shall relate only to the individual Lot and not to the Project as a whole.

**14.04 Mortgage Holder Rights in Event of Foreclosure.** Whenever the Mortgagee of a Mortgage of record obtains title to a Lot by the foreclosure of the Mortgage on the Lot or by deed or assignment in lieu of foreclosure, then such Mortgagee or any purchaser at a foreclosure sale shall take the Lot free of any claims for unpaid Assessments and charges against the Lot which accrued prior to the

date of the acquisition of title to such Lot by such acquirer except for claims for equal share of such Assessments or charges resulting from a equal reallocation of such Assessments or charges to all lots in the Project, including the mortgaged Lot. Such unpaid share of Assessments shall be deemed to the Common Expenses collectible prospectively equal from all of the Lots in the Project, including the Lot which has been acquired in accordance with the provisions of this Section.

**14.05 Notices to First Mortgage Holders.** The Association shall give the applicable first Mortgagee, if any; prompt notice of any default in the Lot Mortgagor's obligation under the Declaration not cured within thirty (30) days of default.

**14.06 Matters Requiring Mortgage Approval.** Notwithstanding any other provision contained within this Declaration, a majority of the voting power (based upon one vote for each first Mortgage owned per Lot) of the first Mortgagees of any Lot as then appear on the official Records of Davis County, Utah, shall have given their prior written approval before the Association shall be entitled to:

- (a) By act or omission, seek to abandon or terminate the Project;
- (b) Change the equal interest or obligations of any individual Lot for the purpose of levying Assessments or charges or allocating distributions of hazard insurance proceeds of Condemnation Awards;
- (c) By act or omission, seek to abandon, encumber, sell, or transfer the Common Areas (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Common Facilities by the Project shall not be deemed a transfer within the meaning of this clause); or
- (d) Use hazard insurance proceeds for losses to the Project (whether to Common Areas or Common Facilities) for other than the repair, replacement, or reconstruction of such property.

**14.07 Amendment.** No provisions of this Article XIV shall be amended without the prior written consent of a majority of the voting power of all first Mortgagees as appear on the official records of Davis County, State of Utah, as of the date of the vote regarding such amendment.

## **ARTICLE XV**

### **General Provisions**

**15.01 Intent and Purpose.** The provisions of this Declaration and any supplemental or subsequent Declaration or amendments thereto shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of this Cluster Subdivision. Failure to enforce any provision, restriction, covenant, or condition of this declaration, or in any supplemental or subsequent Declaration or amendments hereto shall not operate as a waiver of any such provision, restriction, covenant, or condition or any other provisions, restrictions, covenants, or conditions.

**15.02 Interpretation.** Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, the whole shall include any part

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thereof, and any gender shall include all other genders. The Article and Section headings set forth herein are for the convenience and reference only and are not intended to describe, interpret, define, or otherwise limit or affect the content, meaning, or intent of this Declaration or any Article, Section or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

**15.03 Registration of Mailing Address.** Each Owner shall register from time to time with the Association his or her current mailing address. All notices or demands intended to be served upon any Owner may be sent by First Class U.S. Mail, postage prepaid, addressed to the Owner at his or her last registered mailing address, or, if no address has been registered, to the mailing address of the Lot of such Owner. All notices or demands intended to be served upon the Association may be sent by First Class U.S. Mail, postage prepaid, addressed to the Association at the address of its offices as may be furnished to the Owners in writing from time to time. Any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. Mail, postage prepaid, and in the form provided for in this Section.

**15.04 Review.** Any Owner may, at any reasonable time, upon appointment and at his or her own expense, cause a review or inspection to be made of the books and records maintained by the Association.

**15.05 Amendment.** This Declaration may be amended with or without a meeting by the affirmative vote of at least fifty-one percent (51%) of the Owners. Any amendment so authorized shall be accomplished through the recordation of an instrument executed by the President of the Association certifying that the vote required by this Section has occurred.

**15.06 Owner’s Obligations.** All obligations of an Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that said Owner may be leasing, renting, or selling his or her Lot. The Owner of a Lot within the Project shall have no obligation for expenses or other obligations (except interest on prior obligations) accruing after the conveyance of such Lot to a subsequent Owner.

**15.07 Effective Date.** This Declaration and every provision hereof shall take effect upon recording.

**CERTIFICATION**

It is hereby certified that Owners holding at least fifty-one percent (51%) of the total votes of the Association have voted to approve this amended Declaration, as indicated by the consents attached to this Declaration as Exhibit “B” and incorporated herein.

IN WITNESS WHEREOF, this 24th day of January 2012,

By: \_\_\_\_\_  
Cathryn Trusty, Treasurer

STATE OF UTAH                    )  
                                              : Ss.

COUNTY OF DAVIS )

On this 24th day of January 2012, personally appeared before me Cathryn Trusty, who, being by me duly sworn, did say that she is Treasurer of the Craig Estates Homeowners Association and that the within and foregoing instrument was signed in behalf of said Association and she duly acknowledged to me she executed the same.

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

EXHIBIT "A"

LEGAL DESCRIPTION OF LOTS IN CRAIG ESTATES

All the following lots in Phase 1: 12-351-0101 thru 0120; 12-351-0122 thru 0125, and all common access areas and Craig Park, inclusive of Craig Estates Cluster Subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof).

All the following lots in Phase 2: 12-487-0201 thru 0222; and 12-598-0327 and 0328 (Craig Park) and all common access areas, inclusive of Craig Estates Cluster Subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof).

All the following lots in Phase 4: 1 thru 20 and all common access areas, inclusive of Jackson Court PRD subdivision, Syracuse City, Davis County, Utah, according to the official plat thereof).

EXHIBIT "B"  
CONSENT OF OWNERS

We, the Owners of Lots in Craig Estates, hereby consent to the adoption and recording of this amended Declaration as set forth above.

|                        |                       |
|------------------------|-----------------------|
| Lot #101 (2021) _____  | Lot #201 (2160) _____ |
| Lot #102 (2031) _____  | Lot #202 (2170) _____ |
| Lot #103 (2051) _____  | Lot #203 (2180) _____ |
| Lot #104 (2073) _____  | Lot #204 (2190) _____ |
| Lot #105 (2081) _____  | Lot #205 (2202) _____ |
| Lot #106 (2089) _____  | Lot #206 (2212) _____ |
| Lot #107 (2097) _____  | Lot #207 (2226) _____ |
| Lot #108 (2084) _____  | Lot #208 (2238) _____ |
| Lot #109 (2074S) _____ | Lot #209 (2250) _____ |

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|                        |                       |
|------------------------|-----------------------|
| Lot #110 (2064) _____  | Lot #210 (2282) _____ |
| Lot #111 (2149) _____  | Lot #211 (2292) _____ |
| Lot #112 (2150) _____  | Lot #212 (2291) _____ |
| Lot #113 (2138) _____  | Lot #213 (2281) _____ |
| Lot #114 (2094) _____  | Lot #214 (2249) _____ |
| Lot #115 (2082) _____  | Lot #215 (2237) _____ |
| Lot #116 (2074M) _____ | Lot #216 (2225) _____ |
| Lot #117 (2071) _____  | Lot #217 (2213) _____ |
| Lot #118 (2075) _____  | Lot #218 (2203) _____ |
| Lot #119 (2083) _____  | Lot #219 (2191) _____ |
| Lot #120 (2091) _____  | Lot #220 (2181) _____ |
|                        | Lot #221 (2171) _____ |
|                        | Lot #222 (2161) _____ |

**CRAIG ESTATES HOMEOWNERS ASSOCIATION (HOA)**

**RULES AND REGULATIONS**

**16 August 2011**

■ **The Board of Directors, comprised of our elected officials, is charged with the responsibility of enforcing our covenants. Toward this end, they have adopted these Rules and Regulations for the homeowners and residents of Craig Estates Homeowners Association (HOA).**

All homeowners and residents have to work cooperatively in observing whatever rules and regulations are adopted by the Board.

The Rules and Regulations apply to all owners, residents, their families, and their guests. Please read them carefully. Please inform your family members and guests of any rules applicable to them.

Whenever a residence is sold and vacated, it is the responsibility of the owner that is leaving to give his/her set of CC&Rs and Rules and Regulations to the new owner.

The following Rules and Regulations supersede all previous revisions and are effective immediately.

□ **Rule Number 1 – General – See CC&R Article 6.03, Article 7.04 & Article 9**

**1. Governance**

(a) The Board of Directors, at the annual meeting of the Homeowners Association (HOA), will be elected for two (2) years by a majority of the members present. Interpretation, changes, disputes or questions to the CC&R or the Rules and Regulations will be resolved and managed by a majority vote of the Board of Directors.

(b) The HOA Board will consist of a President, Vice President, Secretary, Treasurer and a Member-at-Large. The Vice President will serve as President following the two-year term of office of the President so that leadership continuity will remain in the Association. Successive terms are permitted.

(c) The Board will establish committees, under their direction, as needed by a majority vote of the Board. Some committees, as needed, will be Architectural, Park, Garage Sale, Animal Control, Social, and Financial Review etc.

**2. Signs**

(a) Only temporary signs may be displayed in the HOA (i.e., Real Estate, Garage Sale etc.). Security signs are considered permanent and are exempt. Posters and similar advertising and promotional information are to be approved by the Board of Directors.

- (b) All signs will be of a professional quality. Sign size shall not exceed 18"x24."
- (c) Real Estate open house signs are permitted only during open house hours.
- (d) Signs must be removed immediately after home is sold.
- (e) Political signs will not be allowed in the entry (by HOA signs) and common areas.
- (f) No more than ten (10) political signs may be placed on the front lawn of any home, sixty (60) days prior to the election. All political signs must be taken down immediately following the election.
- (g) No temporary signs will be placed on a homeowner's property without the homeowner's permission.

**3. Lease/Rental and Lease-to-own Agreements**

See CC&R 2.02.1-3 for Lease/Rental and Lease-to-own Agreements.

**Rule Number 2 – Responsibilities – See CC&R Article 2.04 - Article 2.07**

**1. Homeowners**

- (a) Each homeowner is responsible for the upkeep of their home and flower beds, including weeding, and keeping the lot hazard free and in good repair. This includes sidewalks and driveways. If the homeowner does not provide proper upkeep, fines will be imposed. In cases of structural additions or changes, the contractor or homeowner must submit his/her changes and type of materials to the Architectural Committee prior to building or painting the residence. Any changes in color of home (to include siding, paint, and stucco) must be approved by the Architectural Committee for presentation to the Board.
- (b) Fences, hedges or retaining walls are not authorized without prior approval by the Architectural Committee. The Board of Directors will give final written approval/disapproval.
- (c) **No personal fencing is permitted for those homes bordered by common areas.** The perimeter fence bordering common areas and the back border of homes is owned and maintained by the HOA. Damage done by a homeowner to the perimeter fence bordering the common areas and the back border of homes must be repaired by the homeowner.
- (d) Personal fencing must be approved by the HOA Board, and must be of the same height, design, color and material as the perimeter fencing.
- (e) Personal fences on lots are owned and maintained by the homeowner.
- (f) Any home's sprinkler modification or repair will be at the homeowner's expense. Any increase in mowing, fertilizing, or aerating charges due to unavailability of access (locks on gates, pets, etc.) will be paid by the homeowner.

(g) Trampolines and swimming pools are not allowed in unfenced yards. Homes that are connected to common areas are not allowed to place playground equipment on the common areas. If this rule is violated, fines will be imposed. Temporary items to be placed in a common area for a party need to have HOA Board approval and a Park/Common Area Reservation Form.

(h) All concerns or problems need to be addressed in a **written** format and addressed to the Board of Directors, through the Secretary of the Board.

(i) Each resident will supply to the HOA Treasurer and keep up to date, the name, address, phone number and e-mail address (if applicable), of the registered homeowner. A “Register of Owners” listing will be maintained in accordance with Article 7.04 and Article 15.03 of the CC&R.

## **2. HOA – See CC&R Article 2.04 - Article 2.07, Article 5 & Article 7**

(a) All lawns will be maintained by the HOA. Maintained means mowed, edged, trimmed, aerated, fertilized, emergent weed and pest control, **excluding homeowner’s flower beds**. All timer boxes will be unlocked so the HOA can monitor and regulate watering schedules.

(b) The Board of Directors will authorize a removal of snow (push) when the snowfall depth is three inches or more. When a push is called for (at least 3 inches); snow will be removed from all driveways, front sidewalks and common area sidewalks. The homeowner is responsible for snow removal for depths less than three inches. The homeowner may use snowmelt as needed at any time and will be responsible for clearing their steps. No public sidewalk will be obstructed or blocked at anytime (winter or summer) in accordance with Syracuse City Ordinances.

(c) Common areas, including Craig Park, are the property of the HOA and will be maintained and managed by the Park Committee with final approval by the Board in establishing policy and solving problems.

(i) Hours of use – 8:00 a.m. to 10:00 p.m. The Board of Directors must approve all deviations.

(ii) Reservations for Craig Park or the common areas must be made through the Park Reservation Committee. There will be no reservation fee for Craig Estates homeowners or the homes in Phase 3. However, a refundable security deposit of \$25.00 by all users must be paid in advance. If cleaning and/or repairs are necessary after use, the sponsoring homeowner will be assessed the charges and the cost will be deducted from the security deposit. Any additional costs that are more than the security deposit will be due from the homeowner.

Non-HOA homeowners (excluding homes in Phase 3) will be charged a non-refundable reservation charge of \$50.00.

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- (iii) Damage to Craig Park or the common areas, noise, or illegal activities will not be tolerated under any circumstance. A Park/Common Area Reservation Form will be given to everyone when making reservations containing the rules and regulations for the park. The park and common areas must be kept clean and free of litter and pet droppings and left in good repair. People and pets are not allowed on the berm areas.
- (d) All trash accumulated during the activity will be removed by the user.
- (e) The Board of Directors will purchase appropriate liability insurance to cover any member of the Board, Committees and the Common Areas.
- (f) A yearly financial review will be accomplished by the Financial Review Committee, which is independent of any other committees, and reports directly to the President of the Board of Directors. The HOA will sponsor and advertise, at no cost to the homeowners, one garage sale to be held on a Saturday (exact dates to be determined by the Board of Directors) from 8:00 a.m. to 12:00 p.m. This garage sale event is the only garage sale authorized within the HOA.

The HOA will place signs throughout Craig Estates the morning of the Garage Sale and take them down at the end of the day. Each homeowner will have the opportunity to voluntarily participate. Items to be sold will be available in each homeowner's driveway or garage. The homeowner will mark the items for sale accordingly and realize all profits from their sale.

- (g) A family wanting to have an estate sale after the death of an HOA member must obtain permission from the HOA Board.

## Rule Number 3 – HOA FEES AND FINES – See CC&R Article 8

In accordance with the Covenants, Conditions and Restrictions (CC&R) and Rules and Regulations establishing Craig Estates, the Board of Directors must set the HOA fee sufficient to provide the maintenance of the common property and lots, utilities, certain services, capital improvements, and insurance. The Board of Directors will assess a penalty fee/fine for delinquent payment of HOA fees and/or fines to members who do not follow the Rules and Regulations of the Association.

### 1. The HOA Fee Provides:

- (a) Maintenance of all common area property, which includes sidewalks, lawns, sprinkler systems, shrubs, trees, berms and the perimeter fences and maintenance of all lot lawns.
- (b) Snow removal from all residence sidewalks, driveways and common area sidewalks when snow depth is 3 inches or more.
- (c) Public liability insurance as required by the CC&R. (Homeowners' liability and personal property are excluded.)
- (d) Capital improvements, subject to budget limitations and homeowners approval, as defined in the CC&R.
- (e) All attorney fees for collection of non-payment of fees and fines and legal advice regarding

the HOA. (See Rule #3.3.c for HOA members' responsibility for non-payment of fees and fines.)

(f) Amounts which are required to perform the rights, powers and duties of the Association.

**2. The Board of Directors will:**

(a) Review HOA monthly fee rates each year. Any fee change will be established by the Board of Directors and voted on by the HOA members.

(b) The HOA fee is due the first day of the month and is delinquent after the 14<sup>th</sup> day of the month.

(c) Late HOA fees will accrue at the rate of 10% per month of the monthly fee and will be imposed whether the residence is occupied or vacant.

(d) Failure to pay monthly HOA fees for a consecutive three (3) month period will result in the Board giving the account to an attorney for collection and legal action. The homeowner will be responsible for all legal fees and collection costs. Under special circumstances (foreclosure etc.), a lien will be placed on the home if there are any fees owed at the time of notice of the foreclosure, etc.

**3. Fines**

(a) Fines will be imposed by a majority vote of the Board of Directors for any violations of the CC&R and Rules and Regulations. A warning letter will be sent for non-compliance. If the formal notification is not productive; the Board will assess a fine. Subsequent CC&R and Rules and Regulations violations will result in higher fines. The fines will start at \$25.00 for first violation notice non-compliance, \$50.00 per second violation notice non-compliance, etc., after the formal notification is not productive.

(b) Upon receiving a formal **written** complaint, addressed to the Secretary of the Board, the Board will review the complaint and send a written reply to all parties involved.

(c) Assessments and fines that are not paid will result in the Board giving the account to an attorney for collection and enforcement. The homeowner will be responsible for all legal fees and collection costs.

**Rule Number 4 – Hazards and Parking – See CC&R Article 2.07.2**

**1. Hazard on Sidewalks and Common Areas**

Bicycles, roller skates/blades, basketball standards, tricycles, skateboards or any other play equipment will not be left on any sidewalks, park and common area lawns or shrub bed (berm) areas.

**2. Parking**

- (a) Parking is not permitted in the “red zones” of Craig Estates. Roadway curbs have been painted red in the unauthorized parking areas.
- (b) Residents will keep their cars in their own driveways and garages. Street parking should be kept to a minimum for access of emergency vehicles and snow equipment. **In accordance with U.S. Postal Services regulations, parking is prohibited in front of mail boxes during normal delivery times.**
- (c) No trailer, boat, truck larger than ¾ ton, recreational vehicle or similar vehicle shall be parked on a permanent basis on a lot at Craig Estates unless it is parked inside a garage. As used herein, permanent basis means more than seven (7) days out of any thirty-day period. Owners may not install parking pads on their lot that could be used to park vehicles.
- (c) Residents owning trailers, boats, trucks (larger than ¾ ton) or similar equipment vehicles must make arrangements for off-site parking.

**Rule Number 5 – Pet Regulations – See CC&R Article 5.03**

- (a) Dog runs or kennels are not authorized within Craig Estates.
- (b) Pets are defined as animals that live in the home and do not live outside.
- (c) The HOA and the City of Syracuse adopt and adhere to the Davis County’s “Comprehensive Animal Control Ordinance.” Section 6.12.060 “No person or persons at any one (1) residence within the jurisdiction of this title shall at any one (1) time own, harbor, and license or maintain more than two (2) dogs.” There can be no more than a total of two pets per HOA residence. The animal cannot become a nuisance either through damage, unsanitary conditions, unreasonable odors and noise or safety concerns. Whenever a dog is allowed outside, it shall be on a leash or some other appropriate restraint. Dogs kept in the HOA must be no taller than 15 inches at shoulder height when full grown as of 16 August 2011. Dogs larger than as stated above in residence prior to 16 August 2011, will be grandfathered in the restrictions.
- (d) Pets will not be allowed to disturb or menace other residents. Upon **written** complaint, sent to the Secretary of the HOA Board, from two (2) or more homeowners, a written notice will be given to the non-compliant homeowner to correct the problem. The homeowner will be assessed fines if the problem is not corrected after they receive the written notice.
- (e) Each pet owner will pick up and dispose of pet droppings. This requirement includes the lawns for mowing purposes. In the event that lawn service personnel cannot mow because of pet droppings, lawn service will be at the homeowner’s expense if they are called out again.
- (f) No dogs shall be permitted in any of the park or common areas unless carried or on a leash.

**Rule Number 6 – Changes and Disputes**

Interpretation, changes, disputes or questions to the CC&R or the Rules and Regulations will be resolved and managed by a majority vote of the Board of Directors.

## COMMUNITY AMENITIES

At the center of the new development is a large common space. In the center of space we plan to provide the community a place where (when reservations are made with the HOA) residents can gather for a family reunion or large gathering. This center piece will be a large decorated pavilion with a built in grill including countertops and bar areas to serve prepared food. There will be benches and tables for participants to gather around.



In cooperation with the existing HOA, we are still determining and developing ideas for more amenities that will be spread throughout the common spaces. Some of the possibilities that have been presented are: dog wash area, children's playground, and exercise stations.

The amenities in the paragraph above are not going to be placed in the open area due to the discussions that the HOA has had and the concerns that surround the liability and maintenance of the amenities.



The park and benches in the open common space will have the common theme of stone and lumber construction. This will provide a unifying architectural theme through out the development. The 20x24 pavilion with tables will be of similar construction as the above outdoor kitchen.

## COMMUNITY

This development is the first for these developers and the property has been in their family for several years. The development has 19 lots available and are projected to sell for a price in the high 200's. These lots are very desirable and will be in high demand. With the senior activities at the Syracuse City Community Center, the assisted living facility to the north, and the Rush Aquatics water aerobics classes, this will be a great opportunity for seniors to stay active and close to home.



## ABOUT US

This development is being brought together by a new team. This team consists of a group of friends who have worked on rehabilitating other homes and decided that it was time to start developing and building their own projects. Having been residents of Syracuse for many years, their goal is to provide a well-designed subdivision that supports the city's general plans and goals.

For more information Contact Adam Benard at 801-499-9445 or Mike Waite at 801-821-0640.

## **STAFF REVIEWS**



## Jackson Court Subdivision

2008 South 2000 West

Engineer Preliminary Plan Review

*Completed by Brian Bloemen on July 13, 2016*

Below are the engineering comments for the Jackson Court Subdivision.

Plat:

1. Verify with the County the subdivision name has not been previously used.
2. Consult with planning for addressing.
3. The parcel lies in section 16 not section 26.
4. Submit a plat with final.

Plans:

1. Install ADA ramps at all pedestrian crossings.
2. No secondary water is shown.
3. Add street lights to the plans.
4. Submit detention calculations. Detention for a 100 year storm event is required.
5. Relocate the hydrants to the sides of the dead ends so they are not blocked by snow.
6. Basements cannot be constructed unless serviced by land drain.
7. Show utility laterals and grades on final plans.
8. Submit a final overall grading plan with final plans.
9. A detention basin maintenance agreement will be required.

If you have any further comments or questions please feel free to contact me at 801-614-9630.

Sincerely,

Brian Bloemen, P.E.  
City Engineer



**Mayor**  
Terry Palmer

**City Council**  
Karianne Lisonbee  
Mike Gailey  
Corinne Bolduc  
Andrea Anderson  
David Maughan

**City Manager**  
Brody Bovero

## Subdivision Preliminary Plan Review

July 11, 2016

Adam Bernard  
1852 Mueller Park Road  
Bountiful, Utah  
84010

Dear Mr. Bernard,

The Syracuse City Community and Economic Development Department has conducted a review of the Jackson Court preliminary plan for compliance with the city's adopted land use ordinance. Please refer to the following table for items that may need additional attention.

|   | <b>Syracuse Municipal Code Reference</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Staff Comments</b>                                        |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|
| 1 | <p>8.25.010 Preliminary Plat.<br/>The preliminary plat shall comply with the following requirements:</p> <p>(A) Submission Requirement. Submit four standard 22-inch by 34-inch copies (see standard drawing No. 1), one reduced to 11-inch by 17-inch (one-half scale) copy, plus one PDF copy of the preliminary plat, for review at least two weeks prior to the next regularly scheduled meeting of the Planning Commission, in accordance with the Community Development submittal policy. Once a complete application has been received, the Community Development Department shall schedule a public hearing within a reasonable time in light of the complexity of the application, the number of other applications received, available staff resources, and applicable public notice requirements. Such notice shall be given in accordance with SCC 10.20.050. The Community Development Director shall, if a complete application is not so submitted in a timely manner, postpone scheduling a public hearing for consideration thereof until complete.</p> <p>(B) General Information Required.</p> <ol style="list-style-type: none"> <li>(1) The proposed name of the subdivision.</li> <li>(2) The location of the subdivision, including the address of the section, township and range.</li> <li>(3) Date of preparation.</li> <li>(4) The location of the nearest bench mark and monument.</li> <li>(5) The boundary of the proposed subdivision.</li> <li>(6) Legal description of the subdivision and acreage included.</li> <li>(7) Location, width and name of existing streets within 200 feet of the subdivision and of all prior platted streets and other public ways, railroad and utilities rights-of-way, parks and other public open spaces, permanent buildings and structures, houses or permanent easements, and section and corporate lines within and adjacent to the tract.</li> <li>(8) Easements for water, sewer, drainage, utility lines, fencing, and other appropriate purposes.</li> <li>(9) The layout, number, area, and typical dimensions of lots, streets, and utilities.</li> <li>(10) Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in a subdivision including, but not limited to, sites to be reserved or dedicated for parks, playgrounds, schools or other public uses.</li> <li>(11) Current inset City map showing location of subdivision.</li> <li>(12) Boundary lines of adjacent tracts of undivided land showing ownership.</li> <li>(13) Location of all wells, proposed, active and abandoned, and of all reservoirs within</li> </ol> | <p>-Include city map inset showing subdivision location.</p> |

## Subdivision Preliminary Plan Review

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                       |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <p>the tract and to a distance of at least 100 feet beyond the tract boundaries.</p> <p>(14) Existing sewers, field drains, water mains, culverts or other underground facilities within the tract and to a distance of at least 100 feet beyond the tract boundaries, indicating pipe size, grades, manholes and exact location.</p> <p>(15) Existing ditches, canals, natural drainage channels, open waterways, and proposed alignments within the tract and to a distance of at least 100 feet beyond the tract boundaries.</p> <p>(16) Contours at two-foot intervals for predominate ground slopes within the subdivision between level and 10 percent, and five-foot contours for predominate ground slopes within the subdivision greater than 10 percent.</p> <p>(17) The plat shall be drawn to a scale of not less than one inch equals 100 feet and shall indicate the base of bearing true north.</p> <p>(18) The developer's detailed plan for protecting future residents of his development from such hazards as open ditches, canals or waterways, nonaccess streets, open reservoirs or bodies of water, railroad rights-of-way and other such features of a potentially hazardous nature located on, crossing, contiguous or near to the property being subdivided, with the exception that the developer's plan need not cover those features which the Planning Commission determines would not be a hazard to life and/or where the conforming structure designed to protect the future residents would itself create a hazard to the safety of the public. The foregoing does not relieve the developer of the duty to investigate all possible means of protecting future residents from a potential hazard before a determination is made that the only conceivable means of protection is potentially more hazardous than the hazard itself.</p> <p>(19) Location of existing and proposed land drains.</p> |                                                                                                                                                                                                                                       |
| 4 | <p>10.75.040 Minimum lot standards.</p> <p>All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards:</p> <p>(A) Density: overall density of six dwelling units per gross acre.</p> <p>(1) The development shall provide a standard road right-of-way of 60 feet which shall include curb, gutter, and sidewalk improvements;</p> <p>(2) Open space/common space shall be a minimum 50 percent of the total land area, excluding roadways, buildings, acreage and excluding any above-ground City infrastructure. Of that 50 percent, 30 percent shall be in open space and 20 percent in common space;</p> <p>(3) For detention ponds to be considered common space they must include amenities recommended by planning commission and city council;</p> <p>(4) The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide;</p> <p>(5) For the purpose of this section, landscaping is not considered to be an amenity;</p> <p>(6) The development shall provide adequate off-street parking area(s), subject to requirements of this chapter and off-street parking requirements as found in Chapter 10.40 SCC; and</p> <p>(7) The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway.</p> <p>(B) Lot width: determined by development plan.</p>                                                                                                                                                                                                                                                                                                                                                                   | <p>-The development proposes to be an extension of Craig Estates which connects to 2000 West. If approved by the City Council, the direct connection to a major arterial, minor arterial, or major collector roadway will be met.</p> |

## Subdivision Preliminary Plan Review

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>(C) Front yard: 20 feet.</p> <p>(D) Side yards: a minimum of 16 feet between primary structures and eight feet from the property line.</p> <p>(E) Rear yard: a minimum of 15 feet.</p> <p>(F) Building height: as allowed by current adopted building code, with a maximum height of 30 feet to the top of the roof structure.</p> <p>(G) Structure: attached units shall not have a single roofline and shall have variations in architectural style between the buildings. The units shall include a minimum of two-car garages for each unit and shall not be the major architectural feature of the building.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                   |
| <p>10.75.050 Development plan and agreement requirements</p> <p>(A) Subdivision ordinance requirements shall generally apply to planned residential communities. The developer shall submit a residential development plan of all project phases for City consideration and approval and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except when federal, state, county, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest.</p> <p>(B) A planned residential development must have a minimum of five acres.</p> <p>(C) The developer shall landscape and improve all open space around or adjacent to building lots and common spaces and maintain and warrant the same through a lawfully organized homeowners' association, residential management company, or similar organization.</p> <p>(D) The development plan submitted for review shall show the location and building elevations with exterior building materials, size, and general footprint of all dwelling units and other main buildings and amenities.</p> <p>(E) The development plan submitted for review shall include landscaping, fencing, and other improvement plans for common or open spaces, with the landscaping designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, signs, walking paths, inviting entryways, etc., together with a landscape planting plan. Common space should be the emphasis for the overall design of the development, with various community facilities grouped in places well related to the common space and easily accessible to pedestrians.</p> <p>(F) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a legally established owners' association and governed by enforceable, duly recorded CC&amp;Rs.</p> | <p>-All public seating areas should have a minimum of a shade tree on the south and west to provide shade during the heat of the day. Currently, the benches in the central common area are not shaded.</p> <p>-Specify tree species in the cul-de-sac park strip. Approved species for various park strip widths are found in the Syracuse City Code 10.30.70 "Shade trees."</p> |

Thank you for your interest in investing in Syracuse City. Please feel free to contact me with any questions concerning this project.

Regards,

Royce Davies  
 City Planner  
 (801) 614-9632  
 rdavies@syracuseut.com



TO: Community Development, Attention: Royce Davies  
FROM: Jo Hamblin, Fire Marshal  
RE: Jackson Court Preliminary Plan

DATE: July 7, 2016

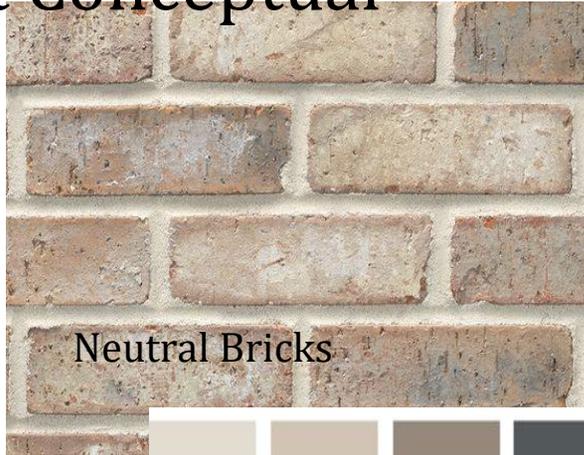
I have reviewed the preliminary plan submitted for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. The minimum fire flow requirement is 1000 gallons per minute for 60 consecutive minutes for residential one and two family dwellings. Fire flow requirements may be increased for residential one and two family dwellings with a building footprint equal to or greater than 3,600 square feet or for buildings other than one and two family dwellings. Provide documentation that the fire flow has been confirmed through the Syracuse City Engineering Division, Water Model.
2. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4 1/2" connection facing the point of access for Fire Department Apparatus. The amount of fire hydrants exceeds the minimum required by IFC; their locations at the end of the streets have the potential to be blocked by snow removal and shall be moved to a more suitable area. Changes may be shown on the street designs.

These plans have been reviewed for Fire Department requirements only. Other departments must review these plans and will have their requirements. This review by the Fire Department must not be construed as final approval from Syracuse City.

## **THEME BOARDS**

# Jackson Court Conceptual Theme Board



Decorative #  
Post

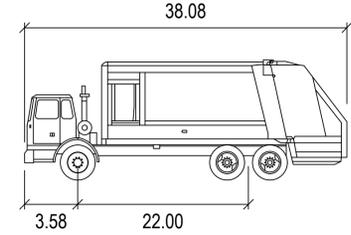
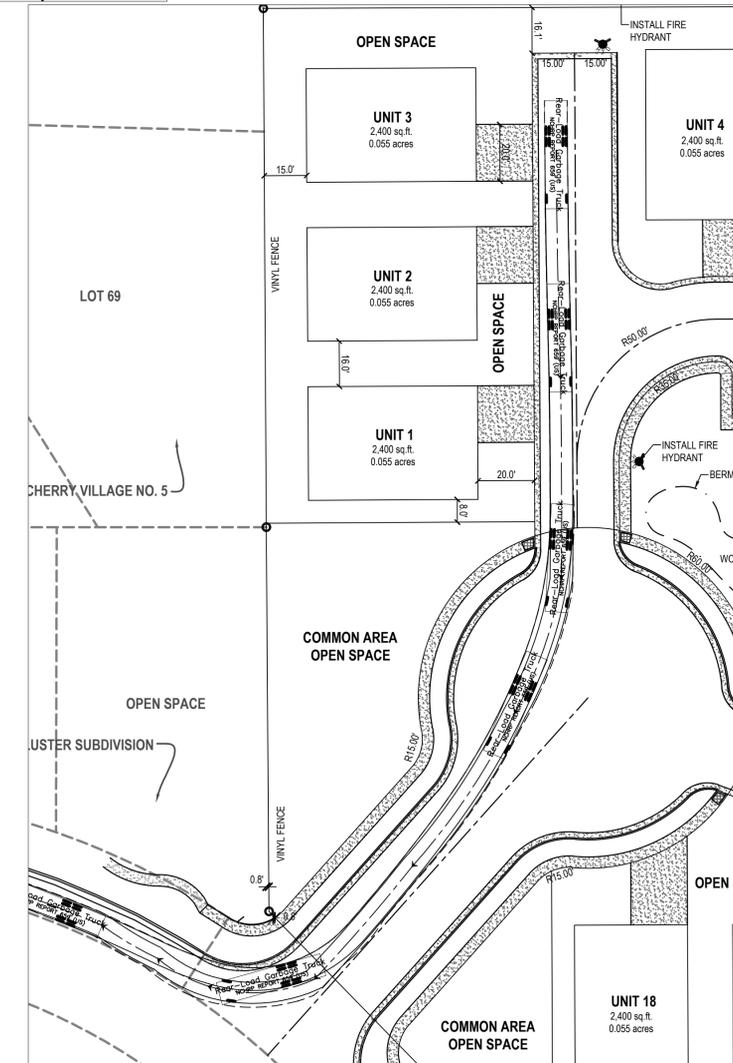
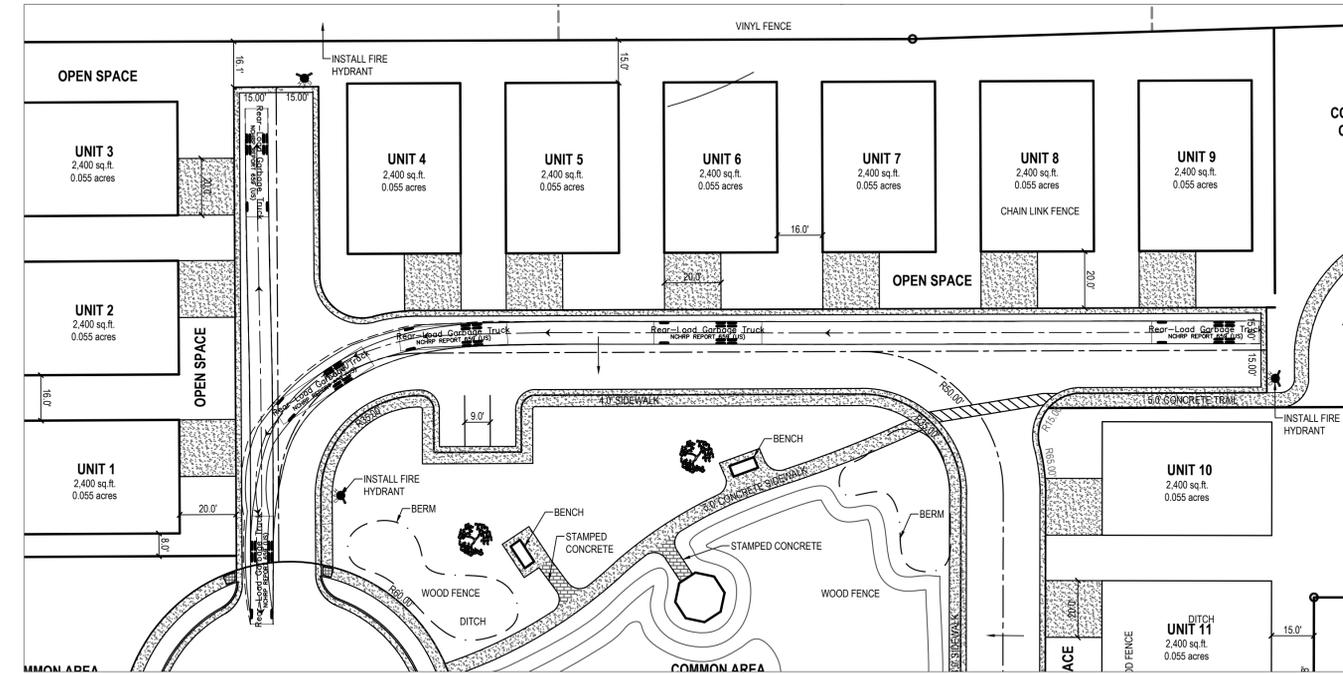
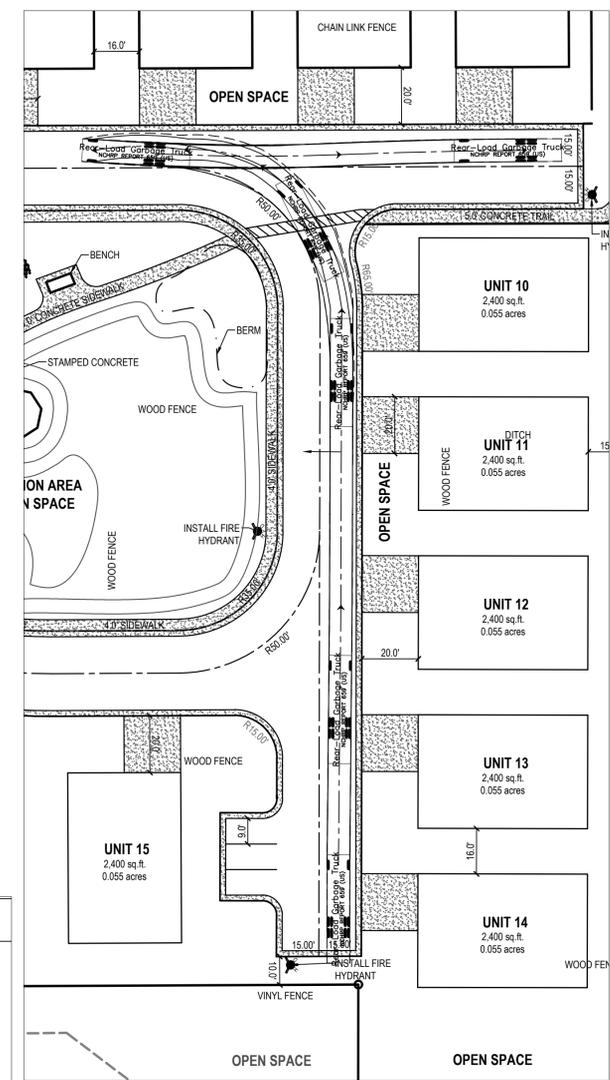
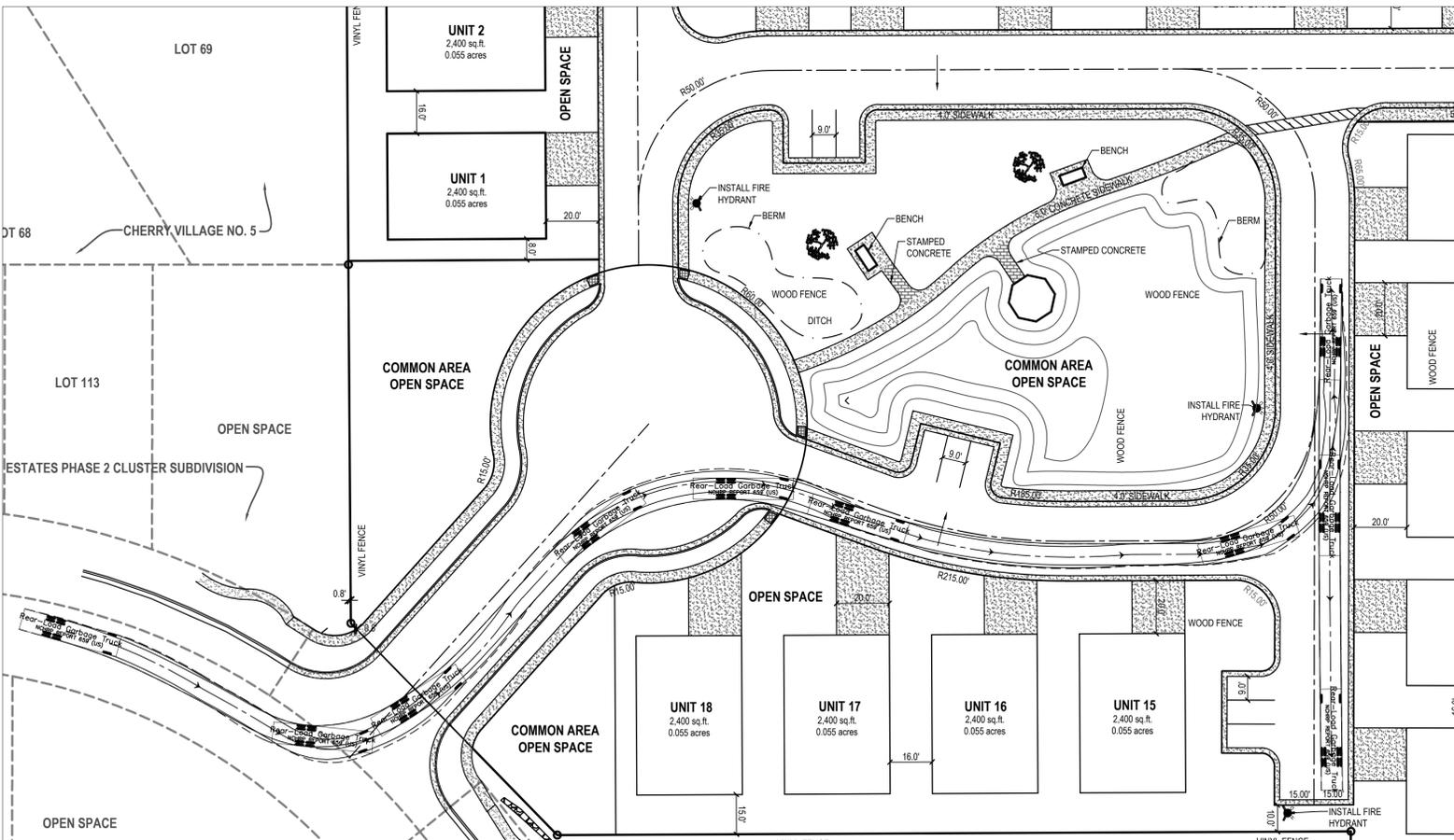


This may be a community that is a first in Utah and be completely powered by solar.

Shutters and decorative posts



## TRUCK TURNING RADII



**Rear-Load Garbage Truck**

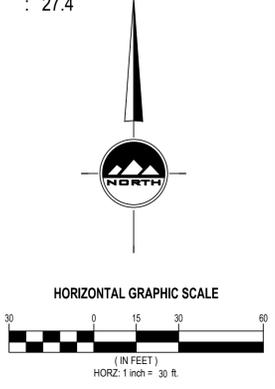
feet

Width : 8.00

Track : 8.00

Lock to Lock Time : 6.0

Steering Angle : 27.4



**ENSIGN**  
THE STANDARD IN ENGINEERING

LAYTON  
1485 W. Hill Field Rd., Ste. 204  
Layton, UT 84041  
Phone: 801.547.1100

SALT LAKE CITY  
Phone: 801.255.0529

TOOELE  
Phone: 435.843.3590

CEDAR CITY  
Phone: 435.865.1453

RICHFIELD  
Phone: 435.896.2983

[WWW.ENSIGNENG.COM](http://WWW.ENSIGNENG.COM)

FOR:  
TROY BARBER  
2351 SOUTH 2050 WEST  
SYRACUSE, UTAH 84075

CONTACT:  
TROY BARBER  
PHONE:

**JACKSON COURT CONCEPT PLAN**

1958 SOUTH - 2008 SOUTH 2000 WEST STREET  
SYRACUSE, UTAH

**AUTOTURN EXHIBIT**

PROJECT NUMBER: L2363  
PRINT DATE: 7/22/16  
DRAWN BY: A.SHELBY  
CHECKED BY: K.RUSSELL  
PROJECT MANAGER: K.RUSSELL

**1 of 1**



**DEVELOPMENT AGREEMENT FOR JACKSON COURT  
AT 1958 SOUTH 2000 WEST, SYRACUSE, UTAH**

This Development Agreement (“Agreement”) is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between **Troy B. Barber, Trustee of the Barber Dynasty Trust** (the “Developer”), and **Syracuse City**, a municipality and political subdivision of the State of Utah (the “City”).

**RECITALS:**

A. The Developer owns approximately 5.22 acres of property located at approximately 1958 South 2000 West in Syracuse, Davis County, Utah (parcel ID numbers 12-092-0130, 12-092-0028, 12-092-0027), as more particularly described in Exhibit A, which is attached hereto and by this reference made a part hereof (the “Property”), located in a Planned Residential Development (PRD) Zone, and for which the Developer, through an application submitted on [DATE], has proposed development (the “Project”) and presented a Development Plan (the “Development Plan”), which is attached hereto as Exhibit B and incorporated by this reference.

B. City code requires the execution of a Development Agreement between the Developer and the City in order to facilitate orderly development.

C. The placement of a street connection to 2000 West would be hazardous to the traveling public and the future residents of this development, and a street connection to Craig Lane with a pedestrian connection to 2000 West represents a more preferable location to connect the drives of this development.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City hereby agree to the following:

1. **Property Affected by this Agreement.** The legal description of the Property contained within the Project boundaries to which this Agreement applies is attached as Exhibit A and incorporated by reference.

2. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, the Developer agrees that any development of the Property shall be in compliance with city ordinances in existence on the date of execution of this Agreement.

3. **Development Plan.** The Developer shall ensure all development is in conformance with the Development Plan which has been reviewed by the Planning Commission and City Council, and approved by the City Council. Such development plan shall be in conformance with subsections 10.75.050(D) and 10.75.050(E) of the Syracuse Municipal Code.

4. **Landscaping.** The Developer shall landscape and improve all open spaces around or adjacent to building lots, as well as common spaces.

5. **Homeowner Association.** The Developer warrants and provides assurances that all landscaping, private drives, and amenities located within the Project shall be maintained by a private homeowner's association. The association shall either be created for this Property, or it shall be absorbed by the Craig Estates Homeowners Association. All costs of landscaping, private drive and amenity maintenance, replacement, demolition, cleaning, snow removal, or demolition, shall be borne exclusively by the homeowner's association. The City shall have no responsibility in relation to the property owned by the homeowner association.

6. **Private Driveways.** The Development Plan shall indicate the shared driveways which shall be perpetually and privately owned by the homeowner's association, in accordance with section 8.15.010(N) of the Syracuse Municipal Code. Such driveways shall be perpetually maintained, plowed, and replaced by the homeowner's association. This shall be clearly stated on the final plat as a comment. The City shall have no obligation in relation to these private drives. The roads shall be completed to the minimum construction standards adopted by Syracuse City, but shall not be required to install curb, gutter or sidewalk along those shared, private driveways.

7. **Drive Access via Craig Lane.** The development fronts 2000 West, but a street connection to 2000 West would represent an increased safety concern for right-of-way users and future residents of the Development, and would not be permitted due to distance requirements in section 8.10.070 of the Syracuse Municipal Code. As an alternative to providing a street access to 2000 West, the Parties agree to allow a street connection of the Project Area to Craig Lane using a public drive and cul-de-sac, which connection shall be dedicated to the City. The Development shall maintain a direct connection to 2000 West in the form of a footpath or bicycle path.

8. **Agreement to Run with the Land.** This Agreement shall be recorded against the Property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Project.

9. **Assignment.** Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of City, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.

10. **Integration.** This Development Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

11. **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

12. **Notices.**

Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Developer:

Troy Barber, Trustee  
Barber Dynasty Trust  
2351 South 2050 West  
Syracuse, UT 84075

To the City:

Syracuse City Attorney  
1979 West 1900 South  
Syracuse, Utah 84075

With a Copy to:

Syracuse City Manager  
1979 West 1900 South  
Syracuse, UT 84075

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

13. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement shall require the prior approval of the City Council.

14. **General Terms and Conditions.**

14.1. Termination. The Parties may, by written Agreement, terminate this Development Agreement by mutual consent. Such termination shall be in writing, including a resolution by the Council agreeing to the termination.

14.2. Default & Limited Remedies. If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement, the party believing that a default has occurred shall provide written notice to the other party specifically identifying the claimed event of default and the applicable provisions of this Agreement that is claimed to be in default. The party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. 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 and specific performance, but excluding the award or recovery of any damages. 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.

14.3. Non-liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to the Developer or any successor-in-interest or assignee of the Developer, in the event of any default or breach by the City or for any amount which may become due, the Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

14.4. Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful. In such a case, this Agreement is void at inception.

14.5. 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 an 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 established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

14.6. 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 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. This section does not apply to elected offices.

14.7. Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

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

(Signatures appear on next page)

- Remainder of page left intentionally blank -

**BARBER DYNASTY TRUST**

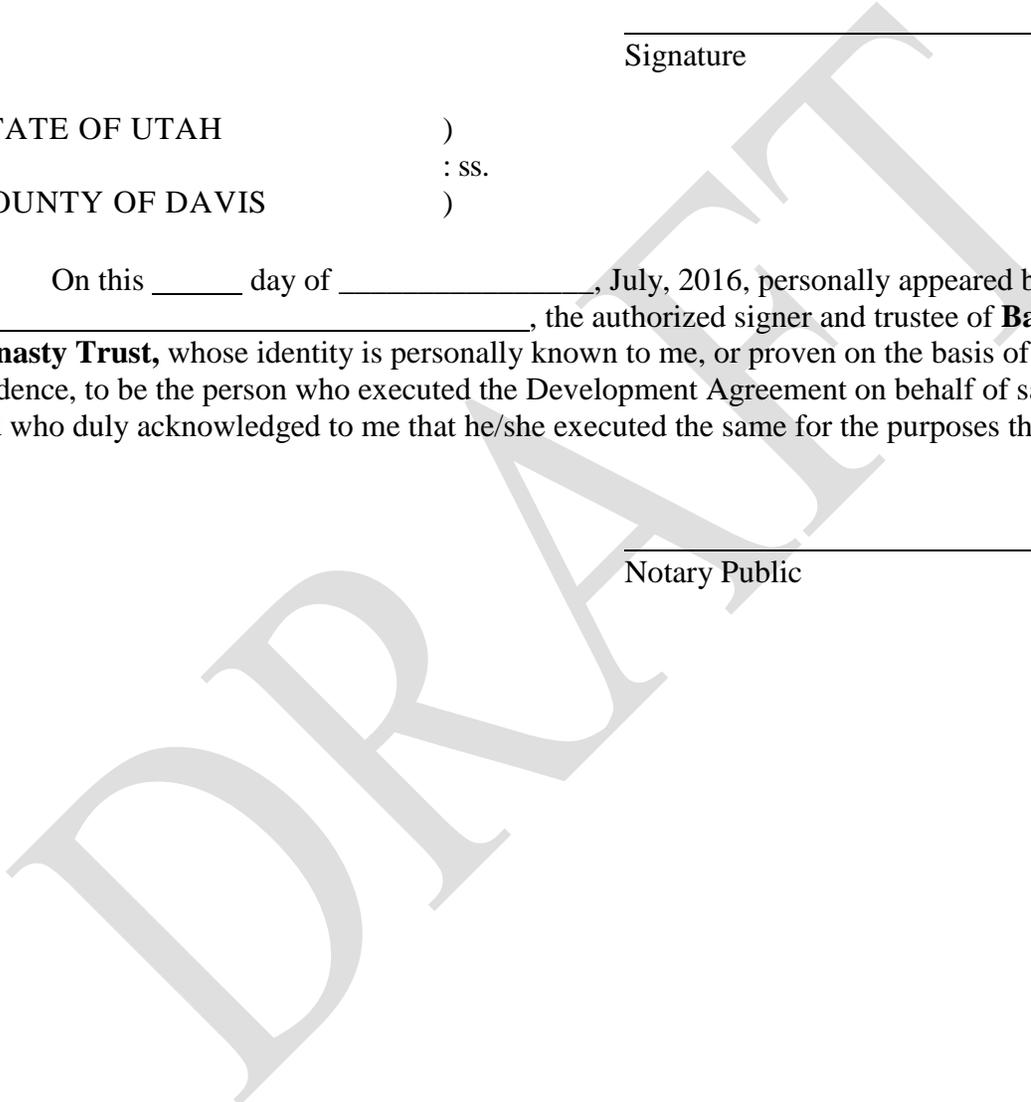
By: Troy Barber  
Trustee

\_\_\_\_\_  
Signature Date

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF DAVIS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, July, 2016, personally appeared before me \_\_\_\_\_, the authorized signer and trustee of **Barber Dynasty Trust**, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

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



**SYRACUSE CITY**

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

Attest:

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

STATE OF UTAH                    )  
                                          : ss.  
COUNTY OF DAVIS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, personally appeared before me  
Mayor Terry Palmer, the authorized signer of Syracuse City, whose identity is personally  
known to me, to be the person who executed the Development Agreement on behalf of Syracuse  
City, and who duly acknowledged to me that he executed the same for the purposes therein  
stated.

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

Approved as to Form:

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

**EXHIBIT A**

Description of Parcel #12-092-0130

BEG AT A PT 1630.2 FT S ALG THE SEC LINE & W 33.0 FT TO THE W LINE OF A STR FR THE NE COR OF SEC 16-T4N-R2W, SLM; & RUN TH W 132.0 FT; TH N 99.0 FT; TH W 495.0 FT; TH S 117.67 FT; TH S 44°22'39" E 111.86 FT; TH E 549.32 FT TO THE W LINE OF SD STR; TH N 99.0 FT ALG SD STR TO THE POB. PARCEL 2: BEG ON THE N LINE OF GRANTORS PPTY AT A PT N 0°06'28" E 907.72 FT ALG THE SEC LINE & S 89°43'28" W 188.01 FT FR THE E 1/4 COR OF SEC 16-T4N-R2W, SLM; & RUN TH S 0°06'28" W 99.0 FT; TH S 89°43'28" W 96.0 FT ALG THE S LINE OF GRANTORS PPTY; TH N 0°06'28" E 99.0 FT TO SD N LINE; TH N 89°43'28" E 96.0 FT TO THE POB. CONT 2.70 ACRES

Description of Parcel #12-092-0027

BEG ON W LINE OF STR AT A PT S 0°12' E 21.23 CHAINS & W 33 FT FR NE COR OF SEC 16-T4N-R2W, SLM; & RUN TH W 4.5 CHAINS; TH N 0°23' W 66 FT; TH E 4.5 CHAINS TO W LINE OF SD STR; TH S 0°12' E 66 FT ALG SD STR TO THE POB. CONT. 0.44 ACRES

Description of Parcel # 12-092-0028

BEG S 0°12' E 23.20 CHAINS FR THE NE COR OF SEC 16-T4N-R2W, SLM; & RUN TH W 10 CHAINS; TH N 0°42' W 3 CHAINS; TH E 5 CHAINS; TH S 0°12' E 1 CHAIN; TH E 5 CHAINS; TH S 0°12' E 2 CHAINS TO POB. CONT. 2.50 ACRES

**EXHIBIT B**

Development Plan

DRAFT



# CITY COUNCIL REGULAR MEETING AGENDA

August 9th, 2016

Agenda Item # 9                      Final Subdivision Phase 870 S 1600 W

***Factual Summation***

Please review the following information. Any questions regarding this agenda item may be directed to Royce Davies, City Planner.

Location:                                      870 S 1600 W  
 Current Zoning:                              R-2  
 General Plan:                                 R-2  
 Total Subdivision Area:                  5.14 Acres

***Summary***

The Planning Commission recommended that the City Council approve the final plat known as Laurelwood Lane Phase 2 with the following condition:

1. All lots shall meet the minimum lot width requirement in the R-2 Zone.

The applicant has provided an updated plat which meets this condition.

The applicant has requested approval of a 15 lot subdivision phase known as Laurelwood Lane Subdivision Phase 2 in the R-2 Zone. The dimensions of these lots are as follows:

| Lot | Zone | Lot Size<br>(R-2 10,000 Sq. Ft. Min.) | Lot Width<br>(R-2 85 Ft. Min.) | Existing Structures to<br>Remain |
|-----|------|---------------------------------------|--------------------------------|----------------------------------|
| 201 | R-2  | 11,309                                | 94.95                          | None                             |
| 202 | R-2  | 11,748                                | 87                             | None                             |
| 203 | R-2  | 13,177                                | 85                             | None                             |
| 204 | R-2  | 10,680                                | 87                             | None                             |
| 205 | R-3  | 10,970                                | 97                             | None                             |
| 206 | R-3  | 10,393                                | 93                             | None                             |
| 207 | R-2  | 10,448                                | 85.20                          | None                             |
| 208 | R-2  | 10,454                                | 85.20                          | None                             |
| 209 | R-2  | 10,461                                | 85.20                          | None                             |
| 210 | R-2  | 10,438                                | 85                             | None                             |
| 211 | R-2  | 10,004                                | 85                             | None                             |
| 212 | R-2  | 10,447                                | 95                             | None                             |
| 213 | R-2  | 10,415                                | 85                             | None                             |
| 214 | R-2  | 10,408                                | 87                             | None                             |
| 215 | R-2  | 12,888                                | 102                            | None                             |

As is shown, all proposed lots meet the requirements of the R-2 Zone.

### ***Suggested Motion Language***

Approval – “I move the City Council approve the request of John Wheatley for a 15 lot final subdivision called Laurelwood Lane Phase 2 consisting of 5.14 acres on property located at 870 South 1600 West in the R-2 Residential Zone.”

Table – “I move the City Council continue the request of John Wheatley for a 15 lot final subdivision called Laurelwood Lane Phase 2 consisting of 5.14 acres on property located at 870 South 1600 West in the R-2 Residential Zone until (give date) based on the following findings:

1. (list findings)”

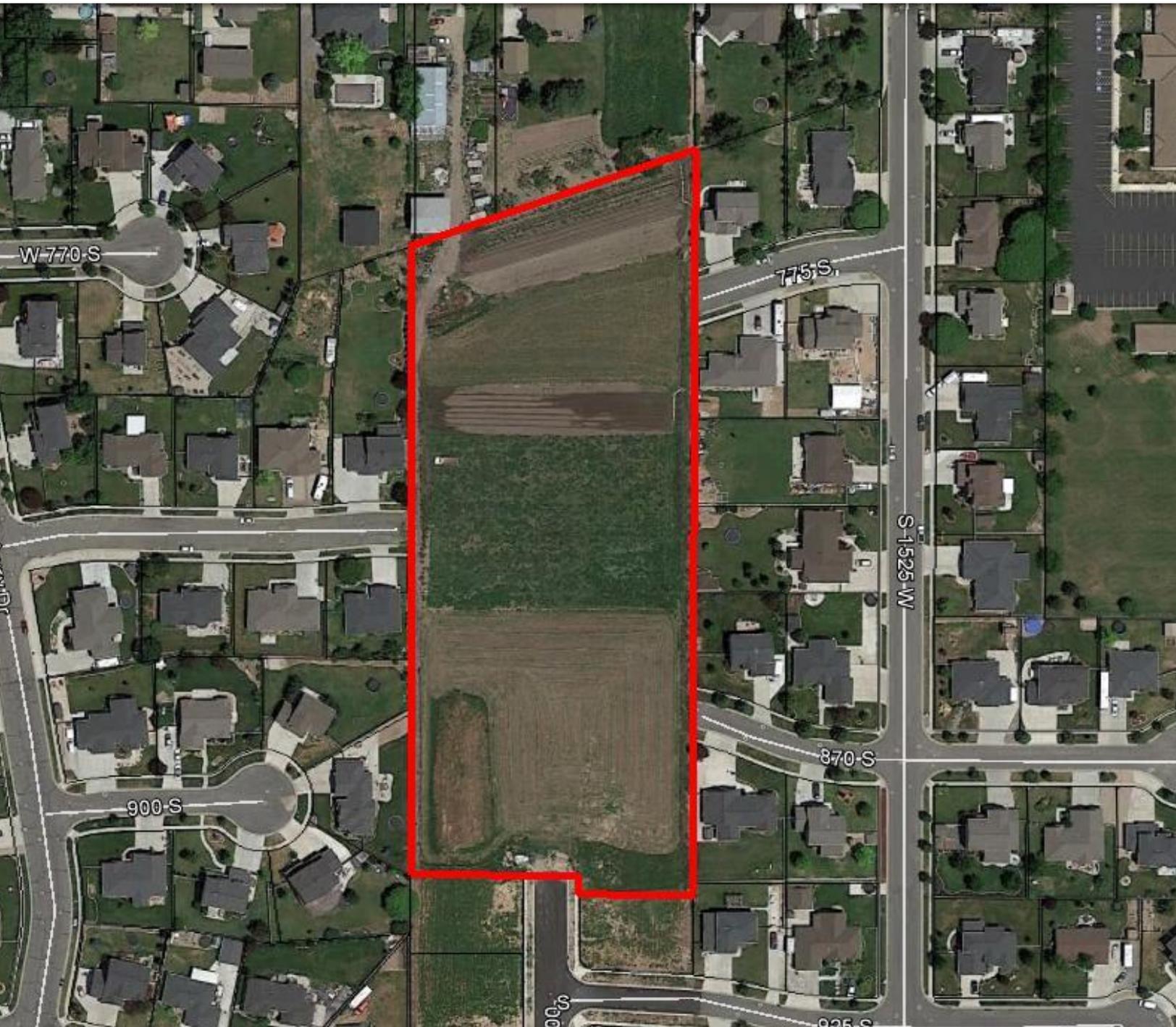
Denial – “I move the City Council deny the request of John Wheatley for a 15 lot final subdivision called Laurelwood Lane Phase 2 consisting of 5.14 acres on property located at 870 South 1600 West in the R-2 Residential Zone based on the following findings:

1. (list findings).”

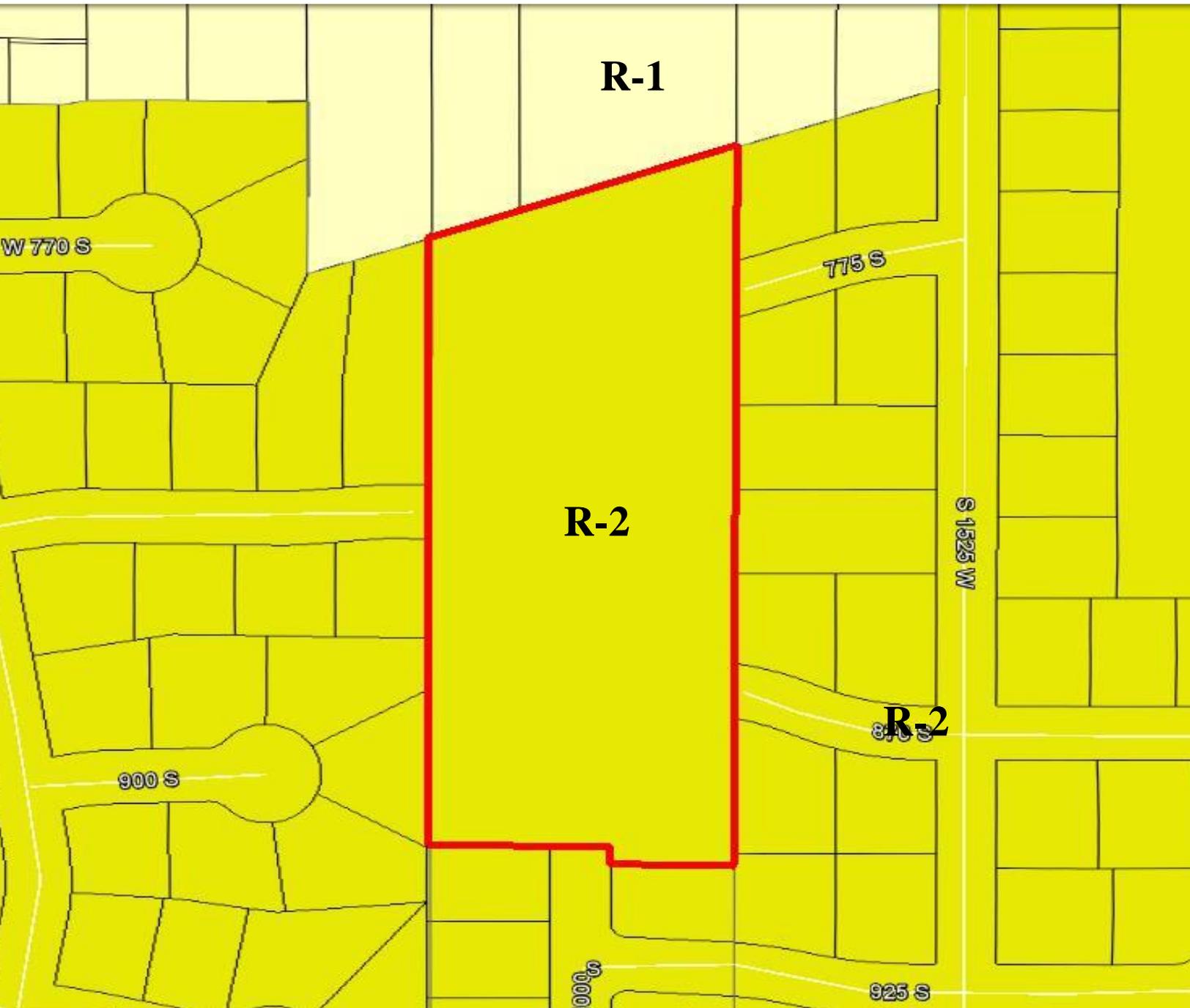
### ***Attachments:***

- Aerial Map
- Zoning Map
- General Plan Map
- Subdivision Plat
- R-2 zoning ordinance
- Final subdivision review ordinance
- Staff Reviews

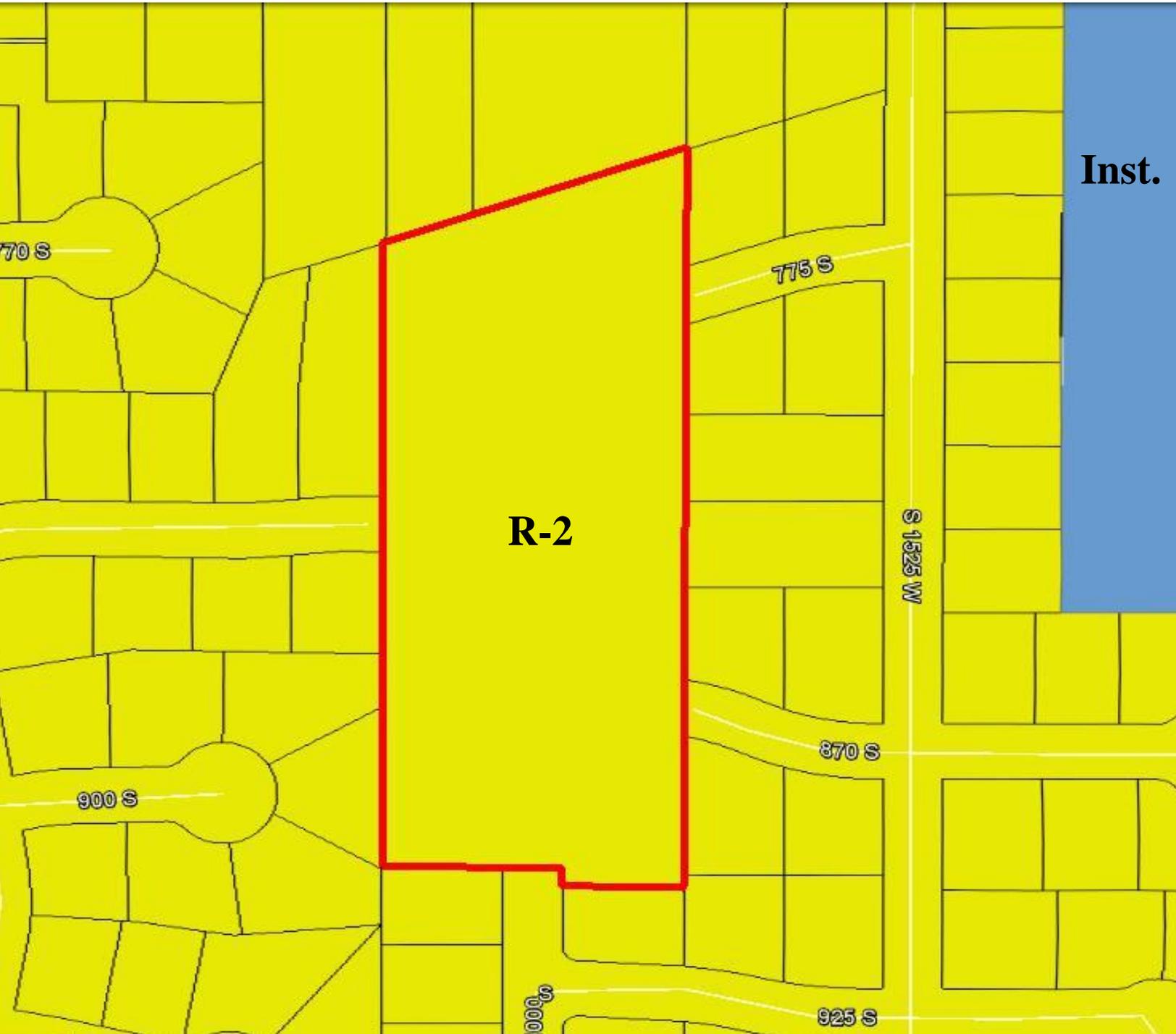
AERIAL MAP



ZONING MAP

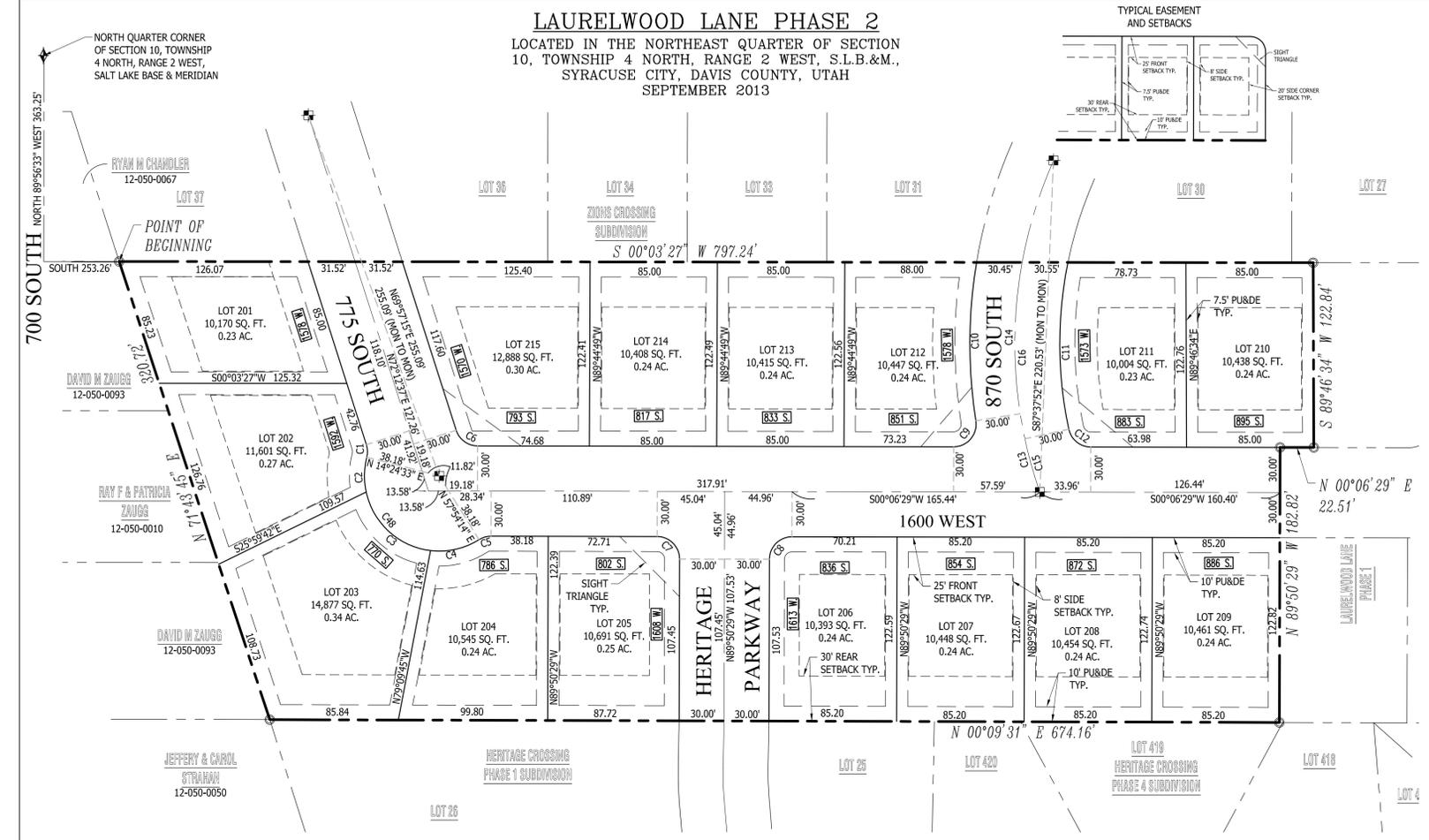


**GENERAL PLAN MAP**



**SUBDIVISION PLAT**

**LAURELWOOD LANE PHASE 2**  
 LOCATED IN THE NORTHEAST QUARTER OF SECTION  
 10, TOWNSHIP 4 NORTH, RANGE 2 WEST, S.L.B.&M.,  
 SYRACUSE CITY, DAVIS COUNTY, UTAH  
 SEPTEMBER 2013



## **R-2 ZONING ORDINANCE**

### **10.65.010 Purpose.**

The purpose of this zone is to provide for moderate density single-family residential development that conforms to the system of services available.

### **10.65.020 Permitted uses.**

The following, and no others, are uses permitted by right provided the parcel and building meet all other provisions of this title and any other applicable ordinances of Syracuse City.

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

(B) Agriculture.

(C) Churches, synagogues, and temples.

(D) Dwellings, single-family.

(E) Educational services.

(F) Household pets.

(G) Minor home occupations.

(H) Public and quasi-public buildings.

(I) Public parks.

(J) Rabbits and hens.

(K) Residential facilities for persons with disabilities.

(L) Vietnamese potbellied pigs.

### **10.65.030 Conditional uses.**

The following, and no others, may be conditional uses permitted after application and approval as specified in SCC 10.20.080:

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

(B) Apiaries (minor).

(C) Day care centers (major).

(D) Dwellings, accessory (major/minor, see SCC 10.30.020).

(E) Dwelling groups (major).

(F) Dog kennels (minor).

(G) Home occupations (major).

(H) Temporary commercial uses (see SCC 10.35.050) (minor).

(I) Temporary use of buildings (see SCC 10.30.100(A)(12)) (minor).

**10.65.040 Minimum lot standards.**

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

(A) Density: minimum lot size 10,000 square feet, but in no case shall the density exceed 3.0 lots per gross acre.

(B) Lot width: 85 feet.

(C) Front yard: 25 feet.

(D) Side yards: eight feet (both sides).

(E) Rear yard: 30 feet.

(F) Building height: as allowed by current building code.

(G) Variation of lot: the Land Use Authority may reduce the lot width requirement in particular cases when a property owner provides evidence they acquired the land in good faith and, by reason of size, shape, or other special condition(s) of the specific property, application of the lot width requirement would effectively prohibit or unreasonably restrict the ability to subdivide the property or a reduction of the lot width requirement would alleviate a clearly demonstrable hardship as distinguished from a special privilege sought by the applicant. The Land Use Authority shall approve no lot width reduction without a determination that:

(1) The strict application of the lot width requirement would result in substantial hardship;

(2) Adjacent properties do not share generally such a hardship and the property in question has unusual circumstances or conditions where literal enforcement of the requirements of the zone would result in severe hardship;

(3) The granting of such reduction would not be of substantial detriment to adjacent property or influence negatively upon the intent of the zone;

(4) The condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to detract from the intention or appearance of the zone as identified in the City's general plan.

**10.65.050 Off-street parking and loading.**

Off-street parking and loading shall be provided as specified in Chapter 10.40 SCC.

**10.65.060 Signs.**

The signs permitted in this zone shall be those allowed in residential zones by Chapter 10.45 SCC.

## **FINAL SUBDIVISION REVIEW ORDINANCE**

### **8.30.010 Final plat.**

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

The plat shall show:

- (A) The name of the subdivision, which name must be approved by the Planning Commission and county recorder.
- (B) Accurate angular and linear dimensions for all lines, angles and curves used to describe boundaries, streets, alleys, easements, areas to be reserved for public use and other important features.
- (C) An identification system for all lots, blocks and names of streets. Lot lines shall show dimensions in feet and hundredths.
- (D) The street address for each lot. Each street address shall be assigned by the City to be consistent with the current numbering scheme.
- (E) True angles and distances to the nearest established street lines or official monuments which shall be accurately described in the plat and shown by appropriate symbol.
- (F) Radii, internal angles, points and curvatures, tangent bearings and the length of all arcs.
- (G) The accurate location of all monuments to be installed shown by the appropriate symbol. All United States, state, county or other official bench marks, monuments or triangulation stations in or adjacent to the property shall be preserved in precise position.
- (H) The dedication to the City of all streets, highways and other public uses and easements included in the proposed subdivision.
- (I) Street monuments shall be shown on the final plat as are approved by the City Engineer. Standard precast monuments will be furnished by the developer and placed as approved.
- (J) Pipes or other such iron markers shall be shown on the plat.
- (K) Accurate outlines and dimensions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common use of all property owners.
- (L) All boundary, lot and other geometrics (bearings, distances, curve data, etc.) on final plat shall pose to an accuracy of not less than one part in 5,000.
- (M) Location, function, ownership and manner of maintenance of common open space not otherwise reserved or dedicated for public use.
- (N) Boundary descriptions of the subdivision.

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

(P) Standard forms for the following:

- (1) A registered land surveyor's certificate of survey as applicable under state law.
- (2) Owner's dedication which shall "warrant and defend and save the City harmless against any easements or other encumbrances on the dedicated streets which will interfere with the City's use, maintenance and operation of the streets."
- (3) A notary public's acknowledgment.
- (4) The City Land Use Authority (either the Planning Commission or City Council, as designated by the City Municipal Code) certificate of approval.
- (5) The City Engineer's certificate of approval.
- (6) The county recorder's certificate of attest.
- (7) The City Attorney's certificate of approval.
- (8) Public Utilities approval and acceptance of public utility easements.
- (9) A three-inch by three-inch space in the lower right-hand corner of the drawing for recording information.

**8.30.020 Final plan and profile.**

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

- (A) Plan for Culinary Water Improvements. Show proposed water main sizes, valves, fire hydrants, and service connections to all lots within the proposed subdivision and connections to existing water mains.
- (B) Plan for Secondary Water Improvements. Show proposed secondary water main sizes, valves, and service connections to all lots within the proposed subdivision and connections to existing secondary water lines.
- (C) Plan for Sanitary Sewer. Show proposed sewer mains and manholes, together with proposed slopes and depths within the proposed subdivision. Also show location of service laterals to each lot within the subdivision.
- (D) Land Drain. Show method of dealing with land drains and subsurface water drains within the proposed development. If applicable, indicate location of any service connections and service manholes within the subdivision.
- (E) Storm Water. Show location and size of storm water drains, together with any manholes or drop boxes within the subdivision. Show slope and grade of all storm drain lines. Storm water calculations need to accompany drawings for engineer review.

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

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

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

**8.30.030 Final approval.**

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

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

(C) Approval. Upon receipt of the approved plans from the City Engineer the Planning Commission shall forward to the City Council their recommendation to either approve or reject the final plat or shall table action for the next regular meeting or until the specified deficiency has been corrected.

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

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

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

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

(1) Paving of streets.

(2) Curb, gutter and sidewalks.

- (3) Sewer and water lines, including irrigation lines.
- (4) Storm and subsurface drainage.
- (5) Street signs, monuments, lighting, fences and street trees.
- (6) Removal or relocation of any easements which may affect the use of the dedicated streets by the City.
- (7) Utility development connection fees.

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

- (1) Development agreements.
- (2) Escrow agreement.
- (3) Title report.
- (4) Street light agreement.
- (5) Off-site improvement agreement.
- (6) Water share certificate.
- (7) Storm water activity permit.
- (8) Storm water maintenance agreement.
- (9) Payment of all required development and inspection fees.
- (10) Approved construction drawings or as-built drawings.
- (11) Surety and improvement guarantee.
- (12) Easements and any other documents deemed necessary by the City Engineer or conditioned for approval by the Planning Commission or City Council.

After approval and signature of the final plat, the City Engineer shall submit the plat to the Community Development Director, or designee, who shall obtain the signatures of the City Attorney, Planning Commission Chair, and Mayor. The final plat, bearing all official signatures as above required, shall be deposited in the office of the City Recorder, who shall cause the plat to be recorded in the office of the county recorder. Final plats not recorded within 12 months of final approval shall be deemed null and void. No plat shall be recorded in the office of the county recorder until the plat is approved and signed. Lots included in such plat shall not be sold or exchanged, and no offer shall be made to sell or exchange any such lots unless and until the plat is recorded.

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

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

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

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

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

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

- (1) Pre-Application Meeting. City staff shall review whether the subdivision meets the requirements of a minor residential subdivision and notify the developer of any requirements for necessary construction drawings.
- (2) Concept Plan Approval. The concept plan approval process for a minor residential subdivision shall follow that found in Chapter 8.20 SCC.
- (3) Final Minor Residential Subdivision Plan Approval Procedure. The final plan for a minor residential subdivision shall combine all requirements for both preliminary and final plan approval found in this title into one application.

(E) The Planning Commission and the City Council shall process the proposed minor residential subdivision and consider it for approval in accordance with SMC 8.30.030. All required signatures and conditions provided in that section apply to minor residential subdivisions.

#### **8.30.040 Severability.**

If any provision of this chapter or its application to any person or circumstance is held to be invalid by a court of competent jurisdiction, the invalidity does not affect other provisions or applications of this chapter which can be given independent effect. To this end, the provisions of this chapter are severable.

## **STAFF REVIEWS**



## **Laurelwood Lane Subdivision Phase 2**

1600 West Street & 870 South Street

Engineer Final Plan Review

*Completed by Brian Bloemen on July 28, 2016*

Plat:

1. Add the sight triangle to Lot 206.

Plans:

1. Maximum fire hydrant spacing is 500 feet. Consult with the fire department and add additional hydrants.
2. All ADA ramps shall meet current ADA standards.

If you have any further comments or questions please feel free to contact me at 801-614-9630.

Sincerely,

Brian Bloemen, P.E.  
City Engineer



TO: Community Development, Attention: Royce Davies  
FROM: Jo Hamblin, Fire Marshal  
RE: Laurel Wood Subdivision phase 2 final

DATE: July 19, 2016

I have reviewed the plan submitted for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. Fire hydrants and access roads shall be installed prior to construction of any buildings. All hydrants shall be placed with the 4 ½" connection facing the point of access for Fire Department Apparatus. Provide written assurance that this will be met.
2. Prior to beginning construction of any buildings, a fire flow test of the new hydrants shall be conducted to verify the actual fire flow for this project. The Fire Prevention Division of this department shall witness this test and shall be notified a minimum of 48 hours prior to the test.

These plans have been reviewed for Fire Department requirements only. At this time the Fire Department has no concerns with these plans. Other departments must review these plans and will have their requirements. This review by the Fire Department must not be construed as final approval from Syracuse City.



**Mayor**  
Terry Palmer

**City Council**  
Karianne Lisonbee  
Mike Gailey  
Corinne Bolduc  
Andrea Anderson  
David Maughan

**City Manager**  
Brody Bovero

## Subdivision Final Plan Review

7/26/2016

John Wheatley  
526 North 400 West  
North Salt Lake  
Utah  
84054

Dear Mr. Wheatley,

The Syracuse City Community and Economic Development Department has conducted a review of the Laurelwood Lane Phase 2 final plan for compliance with the city's adopted land use ordinance. Please refer to the following table for items that may need additional attention.

|   | Syracuse Municipal Code Reference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Staff Comments                                                            |
|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| 4 | <p>10.65.040 Minimum lot standards.</p> <p>All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards:</p> <p>(A) Density: minimum lot size 10,000 square feet, but in no case shall the density exceed 3.0 lots per gross acre.</p> <p>(B) Lot width: 85 feet.</p> <p>(C) Front yard: 25 feet.</p> <p>(D) Side yards: eight feet (both sides).</p> <p>(E) Rear yard: 30 feet.</p> <p>(F) Building height: as allowed by current building code.</p> <p>(G) Variation of lot: the Land Use Authority may reduce the lot width requirement in particular cases when a property owner provides evidence they acquired the land in good faith and, by reason of size, shape, or other special condition(s) of the specific property, application of the lot width requirement would effectively prohibit or unreasonably restrict the ability to subdivide the property or a reduction of the lot width requirement would alleviate a clearly demonstrable hardship as distinguished from a special privilege sought by the applicant. The Land Use Authority shall approve no lot width reduction without a determination that:</p> <p>(1) The strict application of the lot width requirement would result in substantial hardship;</p> <p>(2) Adjacent properties do not share generally such a hardship and the property in question has unusual circumstances or conditions where literal enforcement of the requirements of the zone would result in severe hardship;</p> <p>(3) The granting of such reduction would not be of substantial detriment to adjacent property or influence negatively upon the intent of the zone;</p> <p>(4) The condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to detract from the intention or appearance of the zone as identified in the City's general plan.</p> | <p>-Lot 203 shall be 85 feet wide measured at the front setback line.</p> |

## Subdivision Final Plan Review

Thank you for your interest in investing in Syracuse City. Please feel free to contact me with any questions concerning this project.

Regards,

Royce Davies  
City Planner  
(801) 614-9632  
rdavies@syracuseut.com



# COUNCIL AGENDA

August 9th, 2016

**Agenda Item #10**                      Public Hearing – Proposed Resolution  
R16-40 amending the Syracuse City Consolidated Fee  
Schedule by making adjustments throughout.

## ***Factual Summation***

- Any question regarding this agenda item may be directed at Finance Director Stephen Marshall. See the attached consolidate fee schedule.
- Staff periodically reviews and recommends changes to the consolidated fee schedule. I am recommending the following changes outlined in red in Exhibit A. These changes include:
  - Split the sewer fee into two components:
    - NDSO Sewer Disposal Fee - \$18.50 (increase \$3.00 in July 2016)
    - Syracuse Sewer Maintenance Fee - \$5.30
  - Updated other fees as follows:
    - Public safety impact fee - residential = \$192.00
    - Public safety impact fee - commercial = \$0.14 per square ft. of building
    - Excess Sewer Fee for commercial businesses = \$1.85 per 1,000 gallons of water use over 5,500 gallons.

## ***Staff Recommendation***

- ***Adopt proposed resolution amending the Syracuse City Consolidated Fee Schedule by making the recommended changes throughout.***

| <u>City</u>          | <u>Residential Impact</u> | <u>Commercial Impact</u> | <u>Office Space</u> |
|----------------------|---------------------------|--------------------------|---------------------|
| Highland             | \$ 997.00                 | \$ -                     |                     |
| Pleasant Grove       | \$ 159.61                 | \$ 1.56                  | \$ 0.67             |
| Eagle Mountain       | \$ 45.00                  | \$ -                     | \$ -                |
| Saratog Springs      | \$ 327.00                 | Based on ERU's           | \$ -                |
| Riverton             | \$ 109.00                 | \$ 0.32                  | \$ 0.32             |
| West Jordan          | \$ 413.00                 | \$ .20 - \$.29           | \$ .07 - \$.36      |
| South Jordan         | \$ 226.00                 | \$ 0.60                  | \$ 0.04             |
| Draper               | \$ 150.00                 | \$ 0.08                  | \$ 0.08             |
| Bluffdale            | \$ 238.00                 | \$ 1.05                  | \$ -                |
| Farr West            | \$ 150.00                 | \$ -                     | \$ -                |
| North Ogden          | \$ 150.00                 | \$ -                     | \$ -                |
| West Haven           | \$ 216.00                 | \$ -                     | \$ -                |
| South Weber          | \$ 116.00                 | \$ -                     | \$ -                |
| Washington Terrace   | \$ 409.00                 | \$ 0.06                  | \$ 0.06             |
| Clinton              | \$ 82.00                  | \$ 0.36 - \$0.48         | \$ 0.19 - \$0.46    |
| Farmington           | \$ 300.00                 | \$ 0.09 - \$ 0.14        | \$ 0.05 - \$0.14    |
| Layton               | \$ 501.00                 | \$ 0.65                  | \$ 0.47             |
| <b>Average Price</b> | <b>\$ 269.92</b>          | <b>\$ 0.52</b>           | <b>\$ 0.29</b>      |
| <b>Syracuse City</b> | <b>\$ 192.00</b>          | <b>\$ 0.14</b>           | <b>\$ 0.14</b>      |

Blue = Fire Department Only  
Green = Police Department Only  
Black = Both Police & Fire

**RESOLUTION NO. R16-40**

**A RESOLUTION OF THE SYRACUSE CITY COUNCIL UPDATING AND AMENDING THE SYRACUSE CITY CONSOLIDATED FEE SCHEDULE BY MAKING ADJUSTMENTS THROUGHOUT.**

**WHEREAS**, Syracuse City Staff has reviewed and analyzed the fees charged by the City for various services, permits and procedures and has recommended various changes to such fees as more particularly provided in the attached consolidated Syracuse City Fee Schedule; and

**WHEREAS**, the City Council desires to adopt the revised Syracuse City Fee Schedule as recommended by Staff and as more particularly provided herein; and

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

**Section 1. Amendment.** The Syracuse City Fee Schedule is hereby updated and amended to read in its entirety as set forth in **Exhibit "A,"** attached hereto and incorporated herein by this reference.

**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 9<sup>th</sup> DAY OF AUGUST, 2016.**

**SYRACUSE CITY**

ATTEST:

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

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

**Building**

**All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)**

| Fee Description                                                                             | Current Base Fee         | Additional Fee                 | Proposed Base Fee                           | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---------------------------------------------------------------------------------------------|--------------------------|--------------------------------|---------------------------------------------|-------------------------|-------------------|-------------------------|
| <b>Bond Fees</b>                                                                            |                          |                                |                                             |                         |                   |                         |
| Landscaping Bond                                                                            | \$55.00 per Permit       | NA NA                          |                                             |                         |                   |                         |
| Performance & Guaranty for Temporary Occupancy                                              | 100% of value            | 10% Administration Fee         |                                             |                         |                   |                         |
| <b>Plan Check Fees</b>                                                                      |                          |                                |                                             |                         |                   |                         |
| Residential                                                                                 | All Permitted Structures | 40% Permit Fee                 | NA NA                                       |                         |                   |                         |
| Residential - Duplicate multi-family structure                                              |                          | 50% of original plan check fee |                                             |                         |                   |                         |
| NOTE: Applicable within 1 year of first permit issuance and within the same ICC code period |                          |                                |                                             |                         |                   |                         |
| Commercial                                                                                  | All Permitted Structures | 65% Permit Fee                 | NA NA                                       |                         |                   |                         |
| Building Investigation Fee                                                                  | All Permitted Structures | 100% % Permit Fee              | NA NA                                       |                         |                   |                         |
| Fire Sprinkler/Safety Plans                                                                 | All Permitted Structures | \$75.00 Per Hour               | NA NA                                       |                         |                   |                         |
| Additional Plan Review Due to Revisions                                                     |                          | \$56.40 Per Hour (1/2 hr min.) | NA NA                                       |                         |                   |                         |
| <b>General Building Valuation</b>                                                           |                          |                                |                                             |                         |                   |                         |
| Building Value from \$1-1,000.00                                                            |                          | \$56.40 ea. Unit               | NA NA                                       |                         |                   |                         |
| Building Value from \$1,001-2,000                                                           |                          | \$56.40 ea. Unit               | \$2.70 ea. addl. \$100 or fraction therof   |                         |                   |                         |
| Building Value from \$2,001-25,000                                                          |                          | \$83.40 ea. Unit               | \$16.80 ea. addl. \$1000 or fraction therof |                         |                   |                         |
| Building Value from \$25,001-50,000                                                         |                          | \$469.80 ea. Unit              | \$12.11 ea. addl. \$1000 or fraction therof |                         |                   |                         |
| Building Value from \$50,001-100,000                                                        |                          | \$772.55 ea. Unit              | \$8.40 ea. addl. \$1000 or fraction therof  |                         |                   |                         |
| Building Value from \$100,001-500,000                                                       |                          | \$1,192.55 ea. Unit            | \$6.72 ea. addl. \$1000 or fraction therof  |                         |                   |                         |
| Building Value from \$501,000-1,000,000                                                     |                          | \$3,880.55 ea. Unit            | \$5.70 ea. addl. \$1000 or fraction therof  |                         |                   |                         |
| Building Value from \$1,000,000.00+                                                         |                          | \$6,730.55 ea. Unit            | \$4.65 ea. addl. \$1000 or fraction therof  |                         |                   |                         |
| <b>Pools, Tubs &amp; Spas</b>                                                               |                          |                                |                                             |                         |                   |                         |
| Public Pool                                                                                 |                          | Bid Price ea. Unit             | NA NA                                       |                         |                   |                         |
| Private Pool - In Ground                                                                    |                          | Bid Price ea. Unit             | NA NA                                       |                         |                   |                         |
| Private Pool - Above Ground Temporary                                                       |                          | \$56.40 ea. Unit               |                                             |                         |                   |                         |
| Private Pool - Above Ground Permanent                                                       |                          | Bid Price ea. Unit             | NA NA                                       |                         |                   |                         |
| Storage Sheds                                                                               |                          | Construction Value ea. Unit    | NA NA                                       |                         |                   |                         |
| Storage Sheds - Re-siding only                                                              |                          | \$47.00 ea. Unit               | NA NA                                       |                         |                   |                         |
| State Fee (Surcharge)                                                                       |                          | 1% of Permit Fee               | NA NA                                       |                         |                   |                         |
| <b>Expired Permit</b>                                                                       |                          |                                |                                             |                         |                   |                         |
| Less Than to 180 days                                                                       |                          | 65% Building Value             | NA NA                                       |                         |                   |                         |
| Greater than 180 Days but Less Than 1 Year                                                  |                          | 65% of Original Permit Cost    | NA NA                                       |                         |                   |                         |
| Greater Than 1 Year                                                                         |                          | 100% of Original Permit Cost   | NA NA                                       |                         |                   |                         |
| <b>Impact Fees</b>                                                                          |                          |                                |                                             |                         |                   |                         |
| Parks, Trails, and Recreation                                                               |                          | \$2,393.56 Per Household       |                                             |                         |                   |                         |
| Residential Transportation                                                                  | Single Family Residence  | \$743.00 Per Unit              | NA NA                                       |                         |                   |                         |
| Residential Transportation                                                                  | Multi Family <= 4 units  | \$488.00 Per Unit              | NA NA                                       |                         |                   |                         |
| Residential Transportation                                                                  | Apartment > 4 units      | \$379.00 Per Unit              |                                             |                         |                   |                         |
| Residential Transportation                                                                  | Mobile Home, RV Park     | \$437.00 Per Unit              |                                             |                         |                   |                         |
| <b>Commercial Transportation</b>                                                            |                          |                                |                                             |                         |                   |                         |
| General Commercial                                                                          |                          | \$2,703.00 Per 1,000 sf of GFA | NA NA                                       |                         |                   |                         |
| Office/Institutional                                                                        |                          | \$1,085.00 Per 1,000 sf of GFA | NA NA                                       |                         |                   |                         |
| Assisted Living                                                                             |                          | \$255.00 Per Bed               | NA NA                                       |                         |                   |                         |
| Hotel                                                                                       |                          | \$444.00 Per Room              | NA NA                                       |                         |                   |                         |
| Industrial                                                                                  |                          | \$612.00 Per 1,000 sf of GFA   | NA NA                                       |                         |                   |                         |
| Institutional                                                                               | Church                   | \$685.00 Per 1,000 sf of GFA   | NA NA                                       |                         |                   |                         |
| <b>Culinary Water</b>                                                                       |                          |                                |                                             |                         |                   |                         |
| ¾" Line                                                                                     |                          | \$966.00 ea. Unit              | NA NA                                       |                         |                   |                         |
| 1" Line                                                                                     |                          | \$1,610.00 ea. Unit            | NA NA                                       |                         |                   |                         |
| 1½" Line                                                                                    |                          | \$4,999.00 ea. Unit            | NA NA                                       |                         |                   |                         |
| 2" Line                                                                                     |                          | \$7,997.00 ea. Unit            | NA NA                                       |                         |                   |                         |
| 3" Line                                                                                     |                          | \$15,994.00 ea. Unit           | NA NA                                       |                         |                   |                         |
| 4" Line                                                                                     |                          | \$24,991.00 ea. Unit           | NA NA                                       |                         |                   |                         |
| 6" Line                                                                                     |                          | \$49,981.00 ea. Unit           | NA NA                                       |                         |                   |                         |
| 8" Line                                                                                     |                          | \$79,970.00 ea. Unit           | NA NA                                       |                         |                   |                         |

**Building**

*All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)*

| Fee Description                                         | Current Base Fee                     | Additional Fee | Proposed<br>Base Fee | Proposed<br>Additional<br>Fee | Base Fee<br>Increase | Additional Fee<br>Increase |
|---------------------------------------------------------|--------------------------------------|----------------|----------------------|-------------------------------|----------------------|----------------------------|
| Secondary Water - Residential                           |                                      |                |                      |                               |                      |                            |
| 4,000-7,000sf lot                                       | \$523.03 ea. Unit                    | NA NA          |                      |                               |                      |                            |
| 7,001-8,000sf lot                                       | \$760.31 ea. Unit                    | NA NA          |                      |                               |                      |                            |
| 8,001-9,000sf lot                                       | \$883.18 ea. Unit                    | NA NA          |                      |                               |                      |                            |
| 9,001-10,000sf lot                                      | \$1,008.44 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 10,001-11,000sf lot                                     | \$1,135.85 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 11,001-13,000sf lot                                     | \$1,330.48 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 13,001-15,000sf lot                                     | \$1,595.85 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 15,001-17,000sf lot                                     | \$1,867.01 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 17,001-19,000sf lot                                     | \$2,143.25 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 19,001-21,000sf lot                                     | \$2,423.98 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 21,001-23,000sf lot                                     | \$2,708.76 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 23,001-25,000sf lot                                     | \$2,997.23 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 25,001-27,000sf lot                                     | \$3,289.06 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 27,001-30,000sf lot                                     | \$3,658.21 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 30,001-33,000sf lot                                     | \$4,107.02 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 33,001-36,000sf lot                                     | \$4,561.61 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 36,001-39,000sf lot                                     | \$5,021.48 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 39,001-42,000sf lot                                     | \$5,486.20 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 42,001-45,000sf lot                                     | \$5,955.43 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 45,001-48000sf lot                                      | \$6,428.84 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 48,001-51,000sf lot                                     | \$6,906.17 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 51,001-54,000sf lot                                     | \$7,387.17 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 54,001-57,000sf lot                                     | \$7,871.64 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 57,001-60,000sf lot                                     | \$8,359.39 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| Secondary Water - Open Land in a Commercial Subdivision | \$0.17 sf of pervious area           | NA NA          |                      |                               |                      |                            |
| Sewer - North Davis Sewer District (Fee)                | \$3,000.00 per Connection            | NA NA          |                      |                               |                      |                            |
| Sewer - Storm (ENR Construction Index)                  |                                      |                |                      |                               |                      |                            |
| R1                                                      | \$4,748.00 per acre or 0.109 sf      | NA NA          |                      |                               |                      |                            |
| R2                                                      | \$5,053.00 per acre or 0.116 sf      | NA NA          |                      |                               |                      |                            |
| R3                                                      | \$5,532.00 per acre or 0.127 sf      | NA NA          |                      |                               |                      |                            |
| R4                                                      | \$6,316.00 per acre or 0.145 sf      | NA NA          |                      |                               |                      |                            |
| PRD                                                     | \$6,011.00 per acre or 0.138 sf      | NA NA          |                      |                               |                      |                            |
| GC                                                      | \$11,369.00 per acre or 0.261 sf     | NA NA          |                      |                               |                      |                            |
| C2                                                      | \$10,716.00 per acre or 0.246 sf     | NA NA          |                      |                               |                      |                            |
| I1                                                      | \$11,369.00 per acre or 0.261 sf     | NA NA          |                      |                               |                      |                            |
| A1                                                      | \$3,006.00 per acre or 0.069 sf      | NA NA          |                      |                               |                      |                            |
| PO                                                      | \$11,369.00 per acre or 0.261 sf     | NA NA          |                      |                               |                      |                            |
| Public Safety                                           |                                      |                |                      |                               |                      |                            |
| Residential                                             | <del>\$166.00</del> per application  | NA NA          |                      | \$192.00 per application      |                      |                            |
| Commercial                                              | <del>\$0.42</del> Per sf of building | NA NA          |                      | \$0.14 Per sf of building     |                      |                            |
| <b>Connection Fees</b>                                  |                                      |                |                      |                               |                      |                            |
| Culinary Water                                          |                                      |                |                      |                               |                      |                            |
| 3/4" Meter                                              | \$325.00 ea. Unit                    | NA NA          |                      |                               |                      |                            |
| 1" Meter                                                | \$485.00 ea. Unit                    | NA NA          |                      |                               |                      |                            |
| 1 1/2" Meter                                            | \$680.00 ea. Unit                    | NA NA          |                      |                               |                      |                            |
| 2" Meter                                                | \$983.00 ea. Unit                    | NA NA          |                      |                               |                      |                            |
| 3" Meter                                                | \$1,699.50 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 4" Meter                                                | \$3,005.00 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 6" Meter                                                | \$4,782.00 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| 8" Meter                                                | \$7,143.00 ea. Unit                  | NA NA          |                      |                               |                      |                            |
| Secondary Water                                         |                                      |                |                      |                               |                      |                            |
| 3/4" Line                                               | \$300.00 ea. Unit                    | NA NA          |                      |                               |                      |                            |
| 1" Line                                                 | \$400.00 ea. Unit                    | NA NA          |                      |                               |                      |                            |
| 1 1/2" Line                                             | \$600.00 ea. Unit                    | NA NA          |                      |                               |                      |                            |
| 2" Line                                                 | \$800.00 ea. Unit                    | NA NA          |                      |                               |                      |                            |

**Building**

*All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)*

| Fee Description                                          | Current Base Fee                               | Additional Fee     | Proposed<br>Base Fee | Proposed<br>Additional<br>Fee | Base Fee<br>Increase | Additional Fee<br>Increase |
|----------------------------------------------------------|------------------------------------------------|--------------------|----------------------|-------------------------------|----------------------|----------------------------|
| 3" Line                                                  | \$1,200.00 ea. Unit                            | NA NA              |                      |                               |                      |                            |
| 4" Line                                                  | \$1,600.00 ea. Unit                            | NA NA              |                      |                               |                      |                            |
| 6" Line                                                  | \$2,000.00 ea. Unit                            | NA NA              |                      |                               |                      |                            |
| 8" Line                                                  | \$2,400.00 ea. Unit                            | NA NA              |                      |                               |                      |                            |
| Sewer - North Davis Sewer District (Connection)          | \$240.00 per Connection                        | NA NA              |                      |                               |                      |                            |
| Sewer - City Connection                                  | \$300.00 ea. Unit                              | NA NA              |                      |                               |                      |                            |
| Review for 8" Main Line                                  | \$250.00                                       |                    |                      |                               |                      |                            |
| <b>Inspection Fees</b>                                   |                                                |                    |                      |                               |                      |                            |
| Outside of normal business hours                         | \$56.40 per incident (2 hr min.)               | NA NA              |                      |                               |                      |                            |
| Re-Inspections                                           | \$56.40 per Hour                               | NA NA              |                      |                               |                      |                            |
| Plan Changes                                             | 2 x Plan Fee                                   | NA NA              |                      |                               |                      |                            |
| Inspection with no fee indicated                         | \$56.40 per Hour (1/2 hour min.)               | NA NA              |                      |                               |                      |                            |
| Additional Plan Reviews Due to Revisions                 | \$56.40 per Hour (1/2 hour min.)               |                    |                      |                               |                      |                            |
| Miscellaneous/Requested Inspections                      | \$56.40 per Hour (1/2 hour min.)               | NA NA              |                      |                               |                      |                            |
| Final Off-Site Inspection                                | \$15.00 per Lot                                | NA NA              |                      |                               |                      |                            |
| Final Off-Site Inspection Items                          |                                                |                    |                      |                               |                      |                            |
| Culinary Water                                           | \$0.183 per lf                                 | NA NA              |                      |                               |                      |                            |
| Secondary Water                                          | \$0.124 per lf                                 | NA NA              |                      |                               |                      |                            |
| Sanitary Sewer                                           | \$0.183 per lf                                 | NA NA              |                      |                               |                      |                            |
| Storm Drain                                              | \$0.143 per lf                                 | NA NA              |                      |                               |                      |                            |
| Land Drain                                               | \$0.178 per lf                                 | NA NA              |                      |                               |                      |                            |
| Curb and Gutter                                          | \$0.038 per lf                                 | NA NA              |                      |                               |                      |                            |
| Sidewalk                                                 | \$0.019 per lf                                 | NA NA              |                      |                               |                      |                            |
| Road                                                     | \$0.111 per lf                                 | NA NA              |                      |                               |                      |                            |
| Hydrant Test                                             | \$10.00 per Hydrant                            | NA NA              |                      |                               |                      |                            |
| Smoke Test                                               | \$6.00 per Lot                                 | NA NA              |                      |                               |                      |                            |
| Streetlight                                              | \$6.00 per Streetlight                         | NA NA              |                      |                               |                      |                            |
| Warranty Inspections                                     |                                                |                    |                      |                               |                      |                            |
| First Final Warranty                                     | \$50.00 per Project                            | NA NA              |                      |                               |                      |                            |
| Final Warranty Re-inspection (if punch list is complete) | \$50.00 per Project                            | NA NA              |                      |                               |                      |                            |
| Third Final Warranty                                     | \$75.00 per Project                            | NA NA              |                      |                               |                      |                            |
| Fourth Final Warranty                                    | \$100.00 per Project                           | NA NA              |                      |                               |                      |                            |
| 3rd Party Project or Plan Review Fee                     | Variable Fee assessed to the project applicant |                    |                      |                               |                      |                            |
| <b>Sign Permit Fees</b>                                  |                                                |                    |                      |                               |                      |                            |
| Permanent Attached                                       | Sign Valuation per Sign                        | NA NA              |                      |                               |                      |                            |
| Temporary Attached                                       | 5 days max. \$35.00 per Sign                   | NA NA              |                      |                               |                      |                            |
| Permanent Detached                                       | Sign Valuation Per Sign                        | State Fee per Sign |                      |                               |                      |                            |
| Temporary Detached                                       | 5 days max. \$35.00 per Sign                   | NA NA              |                      |                               |                      |                            |
| Sign Reclamation fee (Illegal sign)                      | \$10.00 per Sign                               | NA NA              |                      |                               |                      |                            |
| Sign Reclamation fee (Repeat offenses)                   | \$40.00 per Sign                               | NA NA              |                      |                               |                      |                            |

\*All permits and reviews are subject to a 1% surcharge imposed by the State of Utah Division of Professional Licensure

\*\*Not every situation is foreseen; fees may be based on bid amounts or the total number of inspections to complete a project

\*\*\*A per inspection fee is calculated at \$56.40/inspection to offset the cost of additional inspections

**Community Development All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)**

| Fee Description                                                   | Current Base Fee                 | Additional Fee                                         | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|-------------------------------------------------------------------|----------------------------------|--------------------------------------------------------|-------------------|-------------------------|-------------------|-------------------------|
| <b>Development Application Fees</b>                               |                                  |                                                        |                   |                         |                   |                         |
| Commercial Site Plan*                                             |                                  |                                                        |                   |                         |                   |                         |
| 0-5 Acres                                                         | \$575.00 per Plan set            | \$55.00 per Acre                                       |                   |                         |                   |                         |
| 5.01-10 acres                                                     | \$1,585.00 per Plan set          | \$173.00 per Acre                                      |                   |                         |                   |                         |
| 10.01-15 acres                                                    | \$2,450.00 per Plan set          | \$144.00 per Acre                                      |                   |                         |                   |                         |
| 15.1-20 acres                                                     | \$3,170.00 per Plan set          | \$115.00 per Acre                                      |                   |                         |                   |                         |
| > 20.1 acres                                                      | \$3,745.00 per Plan set          | \$100.00 per Acre                                      |                   |                         |                   |                         |
| Each Revised Plan*                                                | \$250.00 per Plan set            | \$50.00 per Lot                                        |                   |                         |                   |                         |
| Site Plan Amendment (minor)                                       | \$100.00 per Plan set            | NA NA                                                  |                   |                         |                   |                         |
| Site Plan Including Conditional use                               | \$650.00 per Plan set            | \$55.00 per acre                                       |                   |                         |                   |                         |
| Site Plan Nonconforming Use/Lot Review Fee                        | \$35.00 per Plan set             | NA NA                                                  |                   |                         |                   |                         |
| Residential Development Plat*                                     |                                  |                                                        |                   |                         |                   |                         |
| Concept Plan Review                                               | \$225.00 per Plan set            |                                                        |                   |                         |                   |                         |
| Revised Concept Plan                                              | \$75.00 per Plan set             |                                                        |                   |                         |                   |                         |
| Preliminary Plan                                                  | \$575.00 per Plan set            | \$50.00 per Lot                                        |                   |                         |                   |                         |
| Each Revised Preliminary Plan                                     | \$150.00 per Plan set            | \$15.00 per Lot                                        |                   |                         |                   |                         |
| Final Plan                                                        | \$575.00 per Plan set            | \$75.00 per Lot                                        |                   |                         |                   |                         |
| Each Revised Final Plan                                           | \$250.00 per Plan set            | \$50.00 per Lot                                        |                   |                         |                   |                         |
| <b>Staff Review Fees</b>                                          |                                  |                                                        |                   |                         |                   |                         |
| Amended Subdivision                                               | \$550.00 per Plan set            | \$50.00 per Lot                                        |                   |                         |                   |                         |
| Residential Multi-Family                                          | \$750.00 per Plan set            | 1.00% Bond Amount                                      |                   |                         |                   |                         |
| All Additional Reviews Required by Plan Changes                   | \$56.40 per Hour (1/2 hour min.) | \$0.00 NA                                              |                   |                         |                   |                         |
| Geologic Hazards Report Review                                    | Bid Price Per Hour               |                                                        |                   |                         |                   |                         |
| <b>Administrative Fees</b>                                        |                                  |                                                        |                   |                         |                   |                         |
| Appeal to Board of Adjustments                                    | \$200.00 per appeal              | NA NA                                                  |                   |                         |                   |                         |
| Plat Recording Fee (Per County Recorders Fee Schedule)            | \$37.00 per Plat                 | \$1/lot + \$1/signature over 2 + \$1/each common space |                   |                         |                   |                         |
| Payback or Reimbursement Agreement                                | \$500.00 per agreement           | NA NA                                                  |                   |                         |                   |                         |
| <b>Application Fees</b>                                           |                                  |                                                        |                   |                         |                   |                         |
| General Plan Amendment                                            | \$450.00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| Re-Zone                                                           | \$425.00 per Application         | \$0.00 NA                                              |                   |                         |                   |                         |
| Conditional Use (Major)                                           | \$100.00 per Application         | Public Noticing Fees                                   |                   |                         |                   |                         |
| Conditional Use (Minor)                                           | \$100.00                         |                                                        |                   |                         |                   |                         |
| Conditional Use (Home Occupation with no customer visits to home) | \$0.00                           |                                                        |                   |                         |                   |                         |
| Conditional Use Extension or Modification (Major)                 | \$50.00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| Conditional Use Extension or Modification (Minor)                 |                                  |                                                        |                   |                         |                   |                         |
| Agricultural Protection Area Designation                          | \$250.00 per Application         | \$25.00 NA                                             |                   |                         |                   |                         |
| Annexation Petition and Review                                    |                                  |                                                        |                   |                         |                   |                         |
| 0-2 acres                                                         | \$230.00 per Application         | \$173.00 per Acre                                      |                   |                         |                   |                         |
| 2.1-5 acres                                                       | \$575.00 per Application         | \$144.00 per Acre                                      |                   |                         |                   |                         |
| 5.1-10 acres                                                      | \$1,007.00 per Application       | \$115.00 per Acre                                      |                   |                         |                   |                         |
| > 10 acres                                                        | \$1,582.00 per Application       | \$87.00 per Acre                                       |                   |                         |                   |                         |
| Easement Vacation Fee                                             | \$200.00 Per Application         | NA NA                                                  |                   |                         |                   |                         |
| Home Occupation                                                   | \$25.00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| Commercial Business                                               | \$25.00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| Public Noticing Fees                                              |                                  |                                                        |                   |                         |                   |                         |
| Public Notice Signs                                               | \$6.00 Per Sign                  |                                                        |                   |                         |                   |                         |
| Noticing Fee for impacted residents                               | \$1.00 Per Address               |                                                        |                   |                         |                   |                         |
| <b>Business License Fees</b>                                      |                                  |                                                        |                   |                         |                   |                         |
| Business License Amendment                                        | \$5.00 per Application           | NA NA                                                  |                   |                         |                   |                         |
| Business License Listing                                          | \$5.00 per copy                  | NA NA                                                  |                   |                         |                   |                         |
| Home Occupation                                                   | \$75.00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| Commercial Business (Temporary - 6 months Max.)                   | \$25.00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| Fireworks Stands                                                  | \$50.00 per Application          | \$ 200.00 10-day refundable clean-up deposit           |                   |                         |                   |                         |
| License Fee - Commercial Retail Business                          |                                  |                                                        |                   |                         |                   |                         |
| < 5,000 sf                                                        | \$75.00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| 5,001-10,000 sf                                                   | \$125.00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| > 10,001 sf                                                       | \$350.00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| License Fee - Commercial Business                                 |                                  |                                                        |                   |                         |                   |                         |
| Professional Services                                             | \$75.00 per Application          | NA NA                                                  |                   |                         |                   |                         |
| Sexually Oriented Business (SOB)                                  |                                  |                                                        |                   |                         |                   |                         |
| Sexually Oriented Business (SOB)                                  | \$950.00 per Application         | NA NA                                                  |                   |                         |                   |                         |
| Escort Services                                                   | \$950.00 per Application         | NA NA                                                  |                   |                         |                   |                         |

**Community Development All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)**

| Fee Description                                                                                                                                           | Current Base Fee         | Additional Fee            | Proposed | Proposed       | Base Fee                                | Additional Fee |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------|----------|----------------|-----------------------------------------|----------------|
|                                                                                                                                                           |                          |                           | Base Fee | Additional Fee | Increase                                | Increase       |
| Nude Entertainment Business                                                                                                                               | \$950.00 per Application | NA NA                     |          |                |                                         |                |
| Nude Entertainment Employee                                                                                                                               | \$250.00 per Application | NA NA                     |          |                |                                         |                |
| Semi-Nude Entertainment Business                                                                                                                          | \$950.00 per Application | NA NA                     |          |                |                                         |                |
| Semi-nude Entertainment Employee                                                                                                                          | \$250.00 per Application | NA NA                     |          |                |                                         |                |
| Nude Entertainment Employee (Outcall, on-site and non-performing nude entertainment/dancing agency employees)                                             | \$250.00 per Application | NA NA                     |          |                |                                         |                |
| Nude Dancing Agency                                                                                                                                       | \$950.00 per Application | NA NA                     |          |                |                                         |                |
| Semi-Nude Dancing Agency                                                                                                                                  | \$950.00 per Application | NA NA                     |          |                |                                         |                |
| Outcall Agency                                                                                                                                            | \$950.00 per Application | NA NA                     |          |                |                                         |                |
| Outcall Agency Employee (Off-site services)                                                                                                               | \$250.00 per Application | NA NA                     |          |                |                                         |                |
| Disclosure Application investigation                                                                                                                      | \$50.00 per Application  | NA NA                     |          |                |                                         |                |
| Outcall Agency Employee (Off-site services)                                                                                                               | \$252.00 per Application | NA NA                     |          |                |                                         |                |
| Application for 2+ Licenses at one time                                                                                                                   | \$20.00 per Application  | Higher of applicable fees |          |                |                                         |                |
| Outcall Agency Employee (Off-site services)                                                                                                               | \$254.00 per Application | NA NA                     |          |                |                                         |                |
| Solicitors/Mobile Sales/Vendors (annual fee)                                                                                                              | \$25.00 per Application  | NA NA                     |          |                |                                         |                |
| License per solicitor                                                                                                                                     | \$25.00 per Month        | NA NA                     |          |                |                                         |                |
| Alcoholic Beverages                                                                                                                                       |                          |                           |          |                |                                         |                |
| Class "A"                                                                                                                                                 | \$200.00 per Application | NA NA                     |          |                |                                         |                |
| Class "B"                                                                                                                                                 | \$300.00 per Application | NA NA                     |          |                |                                         |                |
| Pawn Shops                                                                                                                                                | \$450.00 per Application | NA NA                     |          |                |                                         |                |
| Duplicate Business License                                                                                                                                | \$5.00 per Application   | NA NA                     |          |                |                                         |                |
| Late Payment Fees                                                                                                                                         |                          |                           |          |                |                                         |                |
| Paid after Jan 31                                                                                                                                         | 50.00% of renewal fee    |                           |          |                |                                         |                |
| Paid after Feb. 28                                                                                                                                        | 75.00% of renewal fee    |                           |          |                |                                         |                |
| Paid after Mar 31                                                                                                                                         | 100.00% of renewal fee   |                           |          |                |                                         |                |
| <b>Fines</b>                                                                                                                                              |                          |                           |          |                |                                         |                |
| Utility Excavation without a Permit                                                                                                                       | \$250.00 per Incident    | NA NA                     |          |                |                                         |                |
| Storm Water Pollution - Illicit Discharge                                                                                                                 | \$200.00 Per Incident    |                           |          |                |                                         |                |
| Storm Water - Post construction BMP removal                                                                                                               | \$100.00 Per BMP         |                           |          |                |                                         |                |
| Construction Activity Without a Permit when required                                                                                                      | \$100.00 per Incident    | NA NA                     |          |                |                                         |                |
| Operating without a business license                                                                                                                      | \$15.00 per Incident     | Certified mailing costs   |          |                |                                         |                |
| Late Payment Fees                                                                                                                                         | \$20.00 per month        |                           |          |                |                                         |                |
| Weed Mowing (Code Enforcement)                                                                                                                            |                          |                           |          |                |                                         |                |
| Class B - A parcel of 1/4 acre or less with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)                           |                          |                           |          |                | \$170.00                                |                |
| Class C - A parcel greater than 1/4 acre, but less than 1/2 acre with weeds and/or a small amount of trash                                                |                          |                           |          |                | \$180.00                                |                |
| Class D - A parcel greater than 1/4 acre, but less than 1/2 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.) |                          |                           |          |                | \$205.00                                |                |
| Class E - A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or a small amount of trash                                                |                          |                           |          |                | \$225.00                                |                |
| Class F - A parcel greater than 1/2 acre, but less than 3/4 acre with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.) |                          |                           |          |                | \$255.00                                |                |
| Class G - A parcel greater than 3/4 acre, but less than 1 acre with weeds and/or a small amount of trash                                                  |                          |                           |          |                | \$262.50                                |                |
| Class H - A parcel greater than 3/4 acre, but less than 1 acre with weeds and or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)   |                          |                           |          |                | \$352.50                                |                |
| Class I - A parcel greater than 1 acre, but less than 2 acres with weeds and/or a small amount of trash                                                   |                          |                           |          |                | \$375.00                                |                |
| Class J - A parcel greater than 1 acre, but less than 2 acres with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)    |                          |                           |          |                | \$412.50                                |                |
| Class K - A parcel greater than 2 acres, but less than 3 acres with weeds and/or a small amount of trash                                                  |                          |                           |          |                | \$457.50                                |                |
| Class L - A parcel greater than 2 acres, but less than 3 acres with weeds and/or a heavy amount of trash (i.e. tires, building materials, stumps, etc.)   |                          |                           |          |                | \$615.00                                |                |
| Special Class - Special nuisances not easily classified requiring hourly fees for drivers, trucks, tractors, and hand work.                               |                          |                           |          |                | bids will be obtained from contractors. |                |
| 1/4 acre = 10,890 square feet                                                                                                                             |                          |                           |          |                |                                         |                |
| 1/2 acre = 21,780 square feet                                                                                                                             |                          |                           |          |                |                                         |                |
| 3/4 acre = 32,674 square feet                                                                                                                             |                          |                           |          |                |                                         |                |
| 1 acre = 43,560 square feet                                                                                                                               |                          |                           |          |                |                                         |                |
| **All rates include dump fees                                                                                                                             |                          |                           |          |                |                                         |                |
| Administration Fee for each subsequent weed mowing incident                                                                                               | \$50.00 per incident     | NA NA                     |          |                |                                         |                |
| <b>Hourly Rates</b>                                                                                                                                       |                          |                           |          |                |                                         |                |
| Weedeater                                                                                                                                                 | \$33.00                  |                           |          |                |                                         |                |
| Edger                                                                                                                                                     | \$33.00                  |                           |          |                |                                         |                |
| Leaf Blower                                                                                                                                               | \$33.00                  |                           |          |                |                                         |                |
| Push Mower                                                                                                                                                | \$36.00                  |                           |          |                |                                         |                |
| Small Riding Mower                                                                                                                                        | \$43.50                  |                           |          |                |                                         |                |
| Large Riding Mower                                                                                                                                        | \$52.50                  |                           |          |                |                                         |                |
| Tractor                                                                                                                                                   | \$75.00                  |                           |          |                |                                         |                |
| Truck/Trailer                                                                                                                                             | \$82.50                  |                           |          |                |                                         |                |
| Tractor/Mower                                                                                                                                             | \$78.00                  |                           |          |                |                                         |                |
| **Hourly rates include operator, equipment, and all incidentals required to complete the work.                                                            |                          |                           |          |                |                                         |                |

**Community Development All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)**

| Fee Description                                                                                 | Current Base Fee         | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|-------------------------------------------------------------------------------------------------|--------------------------|----------------|-------------------|-------------------------|-------------------|-------------------------|
| <b>Excavation Permit Fees</b>                                                                   |                          |                |                   |                         |                   |                         |
| NOTE: Trench Repair Fees for Excavations between October 15th and May 15th are double fee shown |                          |                |                   |                         |                   |                         |
| Administrative Fee                                                                              | \$47.00 per application  |                |                   |                         |                   |                         |
| Curb & Gutter Repair                                                                            | \$20.00 per lf           | NA NA          |                   |                         |                   |                         |
| Sidewalk Repair                                                                                 | \$10.00 per lf           | NA NA          |                   |                         |                   |                         |
| Phone/Power/Cable Trench Repair Fee for Perpendicular Cuts                                      |                          |                |                   |                         |                   |                         |
| 26'-0" Wide Road (50' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 13'-0" Cut                                                                             | \$46.14 per Application  | NA NA          |                   |                         |                   |                         |
| 14'-0" to 26'-0" Cut                                                                            | \$92.40 per Application  | NA NA          |                   |                         |                   |                         |
| 32'-0" Wide Road (50'-60' ROW)                                                                  |                          |                |                   |                         |                   |                         |
| 1'-0" to 16'-0" Cut                                                                             | \$56.88 per Application  | NA NA          |                   |                         |                   |                         |
| Cut 17'-0" to 32'-0" Cut                                                                        | \$132.64 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" Wide Road (60' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 18'-0" Cut                                                                             | \$63.96 per Application  | NA NA          |                   |                         |                   |                         |
| 19'-0" to 36'-0" Cut                                                                            | \$127.92 per Application | NA NA          |                   |                         |                   |                         |
| 42'-0" Wide Road (66' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                                                             | \$78.12 per Application  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 42'-0" Cut                                                                            | \$156.42 per Application | NA NA          |                   |                         |                   |                         |
| 56'-0" Wide Road (80' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                                                             | \$78.12 per Application  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 35'-0" Cut                                                                            | \$127.92 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" to 56'-0" Cut                                                                            | \$198.80 per Application | NA NA          |                   |                         |                   |                         |
| Water Line Trench Repair Fee for Perpendicular Cuts                                             |                          |                |                   |                         |                   |                         |
| 26'-0" Wide Road (50' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 13'-0" Cut                                                                             | \$53.83 per Application  | NA NA          |                   |                         |                   |                         |
| 14'-0" to 26'-0" Cut                                                                            | \$107.66 per Application | NA NA          |                   |                         |                   |                         |
| 32'-0" Wide Road (50'-60' ROW)                                                                  |                          |                |                   |                         |                   |                         |
| 1'-0" to 16'-0" Cut                                                                             | \$66.36 per Application  | NA NA          |                   |                         |                   |                         |
| Cut 17'-0" to 32'-0" Cut                                                                        | \$132.72 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" Wide Road (60' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 18'-0" Cut                                                                             | \$74.62 per Application  | NA NA          |                   |                         |                   |                         |
| 19'-0" to 36'-0" Cut                                                                            | \$149.24 per Application | NA NA          |                   |                         |                   |                         |
| 42'-0" Wide Road (66' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                                                             | \$87.08 per Application  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 42'-0" Cut                                                                            | \$174.16 per Application | NA NA          |                   |                         |                   |                         |
| 56'-0" Wide Road (80' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                                                             | \$87.08 per Application  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 35'-0" Cut                                                                            | \$145.46 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" to 56'-0" Cut                                                                            | \$232.12 per Application | NA NA          |                   |                         |                   |                         |
| Storm Drain Lines Trench Repair Fee for Perpendicular Cuts                                      |                          |                |                   |                         |                   |                         |
| 26'-0" Wide Road (50' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 13'-0" Cut                                                                             | \$61.52 per Application  | NA NA          |                   |                         |                   |                         |
| 14'-0" to 26'-0" Cut                                                                            | \$123.04 per Application | NA NA          |                   |                         |                   |                         |
| 32'-0" Wide Road (50'-60' ROW)                                                                  |                          |                |                   |                         |                   |                         |
| 1'-0" to 16'-0" Cut                                                                             | \$75.84 per Application  | NA NA          |                   |                         |                   |                         |
| Cut 17'-0" to 32'-0" Cut                                                                        | \$151.68 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" Wide Road (60' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 18'-0" Cut                                                                             | \$85.25 per Application  | NA NA          |                   |                         |                   |                         |
| 19'-0" to 36'-0" Cut                                                                            | \$170.56 per Application | NA NA          |                   |                         |                   |                         |
| 42'-0" Wide Road (66' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                                                             | \$99.52 per Application  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 42'-0" Cut                                                                            | \$199.04 per Application | NA NA          |                   |                         |                   |                         |
| 56'-0" Wide Road (80' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                                                                             | \$99.52 per Application  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 35'-0" Cut                                                                            | \$166.24 per Application | NA NA          |                   |                         |                   |                         |
| 36'-0" to 56'-0" Cut                                                                            | \$265.28 per Application | NA NA          |                   |                         |                   |                         |
| Sanitary Sewer Lines Trench Repair Fee for Perpendicular Cuts                                   |                          |                |                   |                         |                   |                         |
| 26'-0" Wide Road (50' ROW)                                                                      |                          |                |                   |                         |                   |                         |
| 1'-0" to 13'-0" Cut                                                                             | \$69.21 per Application  | NA NA          |                   |                         |                   |                         |
| 14'-0" to 26'-0" Cut                                                                            | \$138.24 per Application | NA NA          |                   |                         |                   |                         |
| 32'-0" Wide Road (50'-60' ROW)                                                                  |                          |                |                   |                         |                   |                         |
| 1'-0" to 16'-0" Cut                                                                             | \$85.32 per Application  | NA NA          |                   |                         |                   |                         |

**Community Development All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)**

| Fee Description                                   | Current Base Fee              | Additional Fee | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|---------------------------------------------------|-------------------------------|----------------|-------------------|-------------------------|-------------------|-------------------------|
| Cut 17'-0" to 32'-0" Cut                          | \$170.64 per Application      | NA NA          |                   |                         |                   |                         |
| 36'-0" Wide Road (60' ROW)                        |                               |                |                   |                         |                   |                         |
| 1'-0" to 18'-0" Cut                               | \$99.40 per Application       | NA NA          |                   |                         |                   |                         |
| 19'-0" to 36'-0" Cut                              | \$191.88 per Application      | NA NA          |                   |                         |                   |                         |
| 42'-0" Wide Road (66' ROW)                        |                               |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                               | \$111.96 per Application      | NA NA          |                   |                         |                   |                         |
| 22'-0" to 42'-0" Cut                              | \$223.92 per Application      | NA NA          |                   |                         |                   |                         |
| 56'-0" Wide Road (80' ROW)                        |                               |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                               | \$111.96 per Application      | NA NA          |                   |                         |                   |                         |
| 22'-0" to 35'-0" Cut                              | \$187.02 per Application      | NA NA          |                   |                         |                   |                         |
| 36'-0" to 56'-0" Cut                              | \$298.44 per Application      | NA NA          |                   |                         |                   |                         |
| Combined Trench Repair Fee for Perpendicular Cuts | \$35.00                       |                |                   |                         |                   |                         |
| 26'-0" Wide Road (50' ROW)                        | Sign Valuation Per Sign       |                |                   |                         |                   |                         |
| 1'-0" to 13'-0" Cut                               | \$76.80 per Application       | NA NA          |                   |                         |                   |                         |
| 14'-0" to 26'-0" Cut                              | \$153.60 per Application      | NA NA          |                   |                         |                   |                         |
| 32'-0" Wide Road (50'-60' ROW)                    |                               |                |                   |                         |                   |                         |
| 1'-0" to 16'-0" Cut                               | \$94.80 per Application       | NA NA          |                   |                         |                   |                         |
| Cut 17'-0" to 32'-0" Cut                          | \$189.60 per Application      | NA NA          |                   |                         |                   |                         |
| 36'-0" Wide Road (60' ROW)                        |                               |                |                   |                         |                   |                         |
| 1'-0" to 18'-0" Cut                               | \$106.60 per Application      | NA NA          |                   |                         |                   |                         |
| 19'-0" to 36'-0" Cut                              | \$213.20 per Application      | NA NA          |                   |                         |                   |                         |
| 42'-0" Wide Road (66' ROW)                        |                               |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                               | \$124.40 per Application      | NA NA          |                   |                         |                   |                         |
| 22'-0" to 42'-0" Cut                              | \$248.80 per Application      | NA NA          |                   |                         |                   |                         |
| 56'-0" Wide Road (80' ROW)                        |                               |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                               | \$124.40 per Application      | NA NA          |                   |                         |                   |                         |
| 22'-0" to 35'-0" Cut                              | \$207.80 per Application      | NA NA          |                   |                         |                   |                         |
| 36'-0" to 56'-0" Cut                              | \$331.60 per Application      | NA NA          |                   |                         |                   |                         |
| Trench Repair Fee for Parallel Cuts               |                               |                |                   |                         |                   |                         |
| 26'-0" Wide Road (50' ROW)                        |                               |                |                   |                         |                   |                         |
| 1'-0" to 13'-0" Cut                               | \$3.85 per foot of resurface  | NA NA          |                   |                         |                   |                         |
| 14'-0" to 26'-0" Cut                              | \$7.70 per foot of resurface  | NA NA          |                   |                         |                   |                         |
| 32'-0" Wide Road (50'-60' ROW)                    |                               |                |                   |                         |                   |                         |
| 1'-0" to 16'-0" Cut                               | \$4.74 per foot of resurface  | NA NA          |                   |                         |                   |                         |
| Cut 17'-0" to 32'-0" Cut                          | \$9.47 per foot of resurface  | NA NA          |                   |                         |                   |                         |
| 36'-0" Wide Road (60' ROW)                        |                               |                |                   |                         |                   |                         |
| 1'-0" to 18'-0" Cut                               | \$5.33 per foot of resurface  | NA NA          |                   |                         |                   |                         |
| 19'-0" to 36'-0" Cut                              | \$10.66 per foot of resurface | NA NA          |                   |                         |                   |                         |
| 42'-0" Wide Road (66' ROW)                        |                               |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                               | \$6.22 per foot of resurface  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 42'-0" Cut                              | \$12.44 per foot of resurface | NA NA          |                   |                         |                   |                         |
| 56'-0" Wide Road (80' ROW)                        |                               |                |                   |                         |                   |                         |
| 1'-0" to 21'-0" Cut                               | \$6.22 per foot of resurface  | NA NA          |                   |                         |                   |                         |
| 22'-0" to 35'-0" Cut                              | \$10.36 per foot of resurface | NA NA          |                   |                         |                   |                         |
| 36'-0" to 56'-0" Cut                              | \$16.58 per foot of resurface | NA NA          |                   |                         |                   |                         |

\* Site Plan Review includes one (1) additional corrections review after first submittal

**Storm Water Activity Permit Fees**

|                                       |            |                 |
|---------------------------------------|------------|-----------------|
| Storm Water Permit Fees               | \$50.00    | Per application |
| Deposit - Storm Water Activity Permit | \$1,000.00 | Per application |

**Utility Bill Advertising Fees**

NOTE: See Resolution R11- for policies governing advertising on the Utility Bill

|                                           | Per Issue Rate    |
|-------------------------------------------|-------------------|
| Full page color ad (8.5" x 11")           | \$1,200.00 per ad |
| Full page black and white ad (8.5" x 11") | \$600.00 per ad   |
| Half page color ad                        | \$600.00 per ad   |
| Half page black and white ad              | \$300.00 per ad   |

**Utilities**

**All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)**

| Fee Description                                                                            | Current Base Fee         | Additional Fee | Proposed<br>Base Fee | Proposed<br>Additional<br>Fee | Base Fee<br>Increase | Additional Fee<br>Increase |
|--------------------------------------------------------------------------------------------|--------------------------|----------------|----------------------|-------------------------------|----------------------|----------------------------|
| <b>Utility Rates</b>                                                                       |                          |                |                      |                               |                      |                            |
| Garbage Service                                                                            |                          |                |                      |                               |                      |                            |
| Service                                                                                    | \$9.95 per month         | N/A NA         |                      |                               |                      |                            |
| New Garbage Can Set-up                                                                     | \$100.00 ea. Unit        | NA NA          |                      |                               |                      |                            |
| Extra Garbage Can (Limit 3)                                                                | \$7.20 ea. Unit          | NA NA          |                      |                               |                      |                            |
| Green Waste Can                                                                            | \$6.50 ea. Unit          | N/A N/A        |                      |                               |                      |                            |
| Replacement Cost                                                                           | \$90.00 per can          | NA NA          |                      |                               |                      |                            |
| Early Return of Extra Can(s) - less than six (6) months                                    | \$35.00 per can          | NA NA          |                      |                               |                      |                            |
| Street Lighting (Effective May 1st, 2009)                                                  |                          |                |                      |                               |                      |                            |
| Street Ligting Power Fee                                                                   | \$1.00 per month         | NA NA          |                      |                               |                      |                            |
| Purchase of New Street Lights                                                              | \$0.32 per month         | NA NA          |                      |                               |                      |                            |
| Parks Maintenance Fee                                                                      | \$2.93 per month         | NA NA          |                      |                               |                      |                            |
| Temporary Meter (New Construction)                                                         | \$30.00 per application  | NA NA          |                      |                               |                      |                            |
| New Service (Does not include impact fee)                                                  | \$25.00 per application  | NA NA          |                      |                               |                      |                            |
| Utility Account Transfer (within City limits)                                              | \$15.00 per request      | NA NA          |                      |                               |                      |                            |
| Late Fee on Delinquent Accounts                                                            | \$20.00 per incident     | NA NA          |                      |                               |                      |                            |
| Request for Re-establishment of Service after Delinquency                                  |                          |                |                      |                               |                      |                            |
| First Occurrence                                                                           | \$35.00 per request      | NA NA          |                      |                               |                      |                            |
| Subsequent Occurrences (Same Year)                                                         | \$50.00 per request      | NA NA          |                      |                               |                      |                            |
| After Hours Re-connection of Service                                                       | \$35.00 per request      | NA NA          |                      |                               |                      |                            |
| Deposit for Water Service                                                                  |                          |                |                      |                               |                      |                            |
| Residential                                                                                | \$75.00 per application  | NA NA          |                      |                               |                      |                            |
| Commercial/Industrial/Multi-Family                                                         | \$100.00 per application | NA NA          |                      |                               |                      |                            |
| Culinary Water Service                                                                     |                          |                |                      |                               |                      |                            |
| Private Pool - Above Ground Permenant                                                      | \$2.20 per 1,000 gallons |                |                      |                               |                      |                            |
| Commercial Construction (not to be pro-rated)                                              | \$2.20 per 1,000 gallons |                |                      |                               |                      |                            |
| Commercial Service                                                                         |                          |                |                      |                               |                      |                            |
| < 10,000 Gallons                                                                           | \$16.50 per month        | NA NA          |                      |                               |                      |                            |
| 10,001-30,000 gallons                                                                      | \$1.65 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| 30,001-40,000 gallons                                                                      | \$2.05 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| > 40,000 gallons                                                                           | \$2.65 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| Residential Service (with secondary water)                                                 |                          |                |                      |                               |                      |                            |
| < 8,000 Gallons                                                                            | \$16.50 per month        | NA NA          |                      |                               |                      |                            |
| 8,001 -15,000 gallons                                                                      | \$2.05 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| > 15,000 gallons                                                                           | \$2.45 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| Residential Service (without secondary water)                                              |                          |                |                      |                               |                      |                            |
| < 8,000 Gallons                                                                            | \$16.50 per month        | NA NA          |                      |                               |                      |                            |
| 8,001 -15,000 gallons                                                                      | \$2.20 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| 15,001-20,000 gallons                                                                      | \$2.75 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| > 20,000 gallons                                                                           | \$4.10 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| All Non-Residential Service                                                                |                          |                |                      |                               |                      |                            |
| < 8,000 Gallons                                                                            | \$22.50 per month        | NA NA          |                      |                               |                      |                            |
| 8,001 -15,000 gallons                                                                      | \$2.20 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| 15,001-20,000 gallons                                                                      | \$2.75 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| > 20,000 gallons                                                                           | \$4.10 per 1,000 gallons | NA NA          |                      |                               |                      |                            |
| Secondary Water Service (rate based on 3/4" line size flow for any service larger than 1") |                          |                |                      |                               |                      |                            |
| 3/4" line                                                                                  | \$15.50 per month        | NA NA          |                      |                               |                      |                            |
| 1" line                                                                                    | \$21.50 per month        | NA NA          |                      |                               |                      |                            |
| 1 1/2" line                                                                                | \$58.00 per month        | NA NA          |                      |                               |                      |                            |
| 2" line                                                                                    | \$103.11 per month       | NA NA          |                      |                               |                      |                            |
| 3" line                                                                                    | \$184.50 per month       | NA NA          |                      |                               |                      |                            |
| 4" line                                                                                    | \$412.44 per month       | NA NA          |                      |                               |                      |                            |

**Utilities**

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| Fee Description                                                    | Current Base Fee             | Additional Fee                        | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase            | Additional Fee Increase |
|--------------------------------------------------------------------|------------------------------|---------------------------------------|-------------------|-------------------------|------------------------------|-------------------------|
| 6" line                                                            | \$928.00 per month           | NA NA                                 |                   |                         |                              |                         |
| 8" line                                                            | \$1,649.78 per month         | NA NA                                 |                   |                         |                              |                         |
| Hydrant Meter                                                      |                              |                                       |                   |                         |                              |                         |
| Meter Deposit                                                      | \$1,200.00 per application   | NA NA                                 |                   |                         |                              |                         |
| Administrative Fee                                                 | \$30.00 per application      | NA NA                                 |                   |                         |                              |                         |
| Hydrant Rental                                                     |                              |                                       |                   |                         |                              |                         |
| Short Term (up to 3 days)                                          | \$8.00 per application       | \$2.00 per 1,000 gallons              |                   |                         |                              |                         |
| Long Term (Monthly)                                                | \$30.00 per month            | \$2.00 per 1,000 gallons              |                   |                         |                              |                         |
| General Use Fee                                                    | \$2.20 per 1,000 gallons     | NA NA                                 |                   |                         |                              |                         |
| Hydrant Flushing                                                   | \$250.00 per Flushing        | \$2.18 per 1,000 gallons              |                   |                         |                              |                         |
| <b>North Davis Sewer District - Sewer Disposal Service (Waste)</b> |                              |                                       |                   |                         |                              |                         |
| Residential                                                        | <del>\$20.80 per month</del> | NA NA                                 | \$18.50 per month |                         |                              |                         |
| Commercial                                                         | <del>\$20.80 per month</del> | <del>\$1.55 Per 1000 gallons ov</del> | \$18.50 per month |                         | \$1.85 Per 1000 gallons over |                         |
| <b>Syracuse City - Sewer Maintenance Service (Waste)</b>           |                              |                                       |                   |                         |                              | 5,500 gallons of water  |
| Residential                                                        | <del>\$20.80 per month</del> | NA NA                                 | \$5.30 per month  |                         | N/A                          | N/A                     |
| Commercial                                                         | <del>\$20.80 per month</del> | <del>\$1.55 Per 1000 gallons ov</del> | \$5.30 per month  |                         | N/A                          | N/A                     |
| Sewer Service (Storm)                                              |                              |                                       |                   |                         |                              |                         |
| Residential                                                        | \$4.55 per month             | NA NA                                 |                   |                         |                              |                         |
| Commercial                                                         |                              |                                       |                   |                         |                              |                         |
| 0 - 1 acre                                                         | \$6.35 per month             | NA NA                                 |                   |                         |                              |                         |
| 1.1 - 2 acres                                                      | \$12.75 per month            | NA NA                                 |                   |                         |                              |                         |
| 2.1 - 2 acres                                                      | \$19.10 per month            | NA NA                                 |                   |                         |                              |                         |
| 3.1 - 4 acres                                                      | \$25.45 per month            | NA NA                                 |                   |                         |                              |                         |
| 4.1 - 5 acres                                                      | \$31.80 per month            | NA NA                                 |                   |                         |                              |                         |
| 5.1 - 6 acres                                                      | \$38.20 per month            | NA NA                                 |                   |                         |                              |                         |
| 6.1 - 7 acres                                                      | \$44.55 per month            | NA NA                                 |                   |                         |                              |                         |
| 7.1 - 8 acres                                                      | \$50.90 per month            | NA NA                                 |                   |                         |                              |                         |
| 8.1 - 9 acres                                                      | \$57.25 per month            | NA NA                                 |                   |                         |                              |                         |
| Each additional acre                                               | \$6.35 per month             | NA NA                                 |                   |                         |                              |                         |
| Secondary Water - Open Land in a Residential Subdivision           | \$0.19 sf of pervious area   | NA NA                                 |                   |                         |                              |                         |
| Public Works                                                       |                              |                                       |                   |                         |                              |                         |
| Sidewalk & Driveway Approach Replacement                           | \$45.00 per inspection       | NA NA                                 |                   |                         |                              |                         |
| Street Sweeping (Contractor failure to clean)                      | \$515.00 per incident        | Time & Material for City Personnel    |                   |                         |                              |                         |
| <b>Fines</b>                                                       |                              |                                       |                   |                         |                              |                         |
| Fines - Water Meter Tampering                                      | \$35.00 per Incident         | NA NA                                 |                   |                         |                              |                         |

**Parks & Recreation All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)**

| Fee Description                                  | Current Base Fee                  | Additional Fee                      | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|--------------------------------------------------|-----------------------------------|-------------------------------------|-------------------|-------------------------|-------------------|-------------------------|
| <b>Community Center Fees</b>                     |                                   |                                     |                   |                         |                   |                         |
| Rental - after hours fee for all activities      | \$15.00 per hour per staff member |                                     |                   |                         |                   |                         |
| Rental - Gymnasium                               |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | \$125.00 per hour per gym         | \$650.00 per 8 hours per gym        |                   |                         |                   |                         |
| Non-resident                                     | \$200.00 per hour per gym         | \$950.00 per 8 hours per gym        |                   |                         |                   |                         |
| Rental - Classroom/Craft Room                    |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | \$30.00 per hour per room         | \$200.00 per 8 hours per room       |                   |                         |                   |                         |
| Non-resident                                     | \$45.00 per hour per room         | \$300.00 per 8 hours per room       |                   |                         |                   |                         |
| <b>Memberships</b>                               |                                   |                                     |                   |                         |                   |                         |
| Children (Ages 5-13)                             |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | \$1.00 per day                    | \$9.00 per month or \$50 per year   |                   |                         |                   |                         |
| Non-Resident                                     | \$1.00 per day                    | \$11.00 per month or \$76 per year  |                   |                         |                   |                         |
| Youth (Ages 14-17)                               |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | \$2.00 per day                    | \$18.00 per month or \$110 per year |                   |                         |                   |                         |
| Non-Resident                                     | \$2.00 per day                    | \$27.00 per month or \$193 per year |                   |                         |                   |                         |
| Adults (Ages 18-59)                              |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | \$2.00 per day                    | \$18.00 per month or \$110 per year |                   |                         |                   |                         |
| Non-Resident                                     | \$2.00 per day                    | \$27.00 per month or \$193 per year |                   |                         |                   |                         |
| Seniors (Ages 60+)                               |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | \$0.50 per day                    | \$7.00 per month or \$42 per year   |                   |                         |                   |                         |
| Non-Resident                                     | \$0.50 per day                    | \$11.00 per month or \$76 per year  |                   |                         |                   |                         |
| Seniors Couples                                  |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | n/a per day                       | \$8.00 per month or \$58 per year   |                   |                         |                   |                         |
| Non-Resident                                     | n/a per day                       | \$14.00 per month or \$111 per year |                   |                         |                   |                         |
| Adult Couples                                    |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | n/a per day                       | \$30.00 per month or \$187 per year |                   |                         |                   |                         |
| Non-Resident                                     | n/a per day                       | \$49.00 per month or \$312 per year |                   |                         |                   |                         |
| Families                                         |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | n/a per day                       | \$54.00 per month or \$259 per year |                   |                         |                   |                         |
| Non-Resident                                     | n/a per day                       | \$78.00 per month or \$405 per year |                   |                         |                   |                         |
| <b>Park Rental Fees</b>                          |                                   |                                     |                   |                         |                   |                         |
| Park Land Rental (Concessionaire)                | \$250.00 per month                | NA NA                               |                   |                         |                   |                         |
| Athletic Fields                                  |                                   |                                     |                   |                         |                   |                         |
| Non-Recreational Play                            |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | \$15.00 per field per hour        | NA NA                               |                   |                         |                   |                         |
| Non-Resident                                     | \$25.00 per field per hour        | NA NA                               |                   |                         |                   |                         |
| Recreational Play                      Multi-day | Fee negotiated per Contract       | NA NA                               |                   |                         |                   |                         |
| Field Lighting                                   | \$15.00 per hour per field        | NA NA                               |                   |                         |                   |                         |
| Boweries (except for Jensen and Legacy Parks)    |                                   |                                     |                   |                         |                   |                         |
| Parties of 150 or Less                           |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | \$25.00 per (4) hour period       | \$5.00 per hour for 5+ hours        |                   |                         |                   |                         |
| Non-Resident                                     | \$50.00 per (4) hour period       | \$10.00 per hour for 5+ hours       |                   |                         |                   |                         |
| Parties of 150 or More (Special Event)           |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | \$75.00 per (4) hour period       | \$10.00 per hour for 5+ hours       |                   |                         |                   |                         |
| Non-Resident                                     | \$125.00 per (4) hour period      | \$20.00 per hour for 5+ hours       |                   |                         |                   |                         |
| Ice Rink Rental (Skate Rentals not included)     | \$50.00 per 2 hour session        |                                     |                   |                         |                   |                         |
| Ice Skate Rentals                                |                                   |                                     |                   |                         |                   |                         |
| Adults (ages 13 and up)                          | \$4.00 per hour                   | NA NA                               |                   |                         |                   |                         |
| Children                                         | \$3.00 per hour                   | NA NA                               |                   |                         |                   |                         |
| Jensen Nature Park (Bowery)                      |                                   |                                     |                   |                         |                   |                         |
| Resident                                         | \$50.00 per (4) hour period       | NA NA                               |                   |                         |                   |                         |
| Non-Resident                                     | \$75.00 per (4) hour period       | NA NA                               |                   |                         |                   |                         |
| Jensen Park Nature Center                        |                                   |                                     |                   |                         |                   |                         |
| Resident - 1/2 Day                               | \$150.00 per rental               | NA NA                               |                   |                         |                   |                         |
| Resident - Whole Day                             | \$275.00 per rental               | NA NA                               |                   |                         |                   |                         |
| Non-resident - 1/2 Day                           | \$200.00 per rental               | NA NA                               |                   |                         |                   |                         |
| Non-resident - Whole Day                         | \$375.00 per rental               | NA NA                               |                   |                         |                   |                         |

**Parks & Recreation All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)**

| Fee Description                  | Current Base Fee                  | Additional Fee                            | Proposed<br>Base Fee | Proposed<br>Additional<br>Fee | Base Fee<br>Increase | Additional<br>Fee<br>Increase |
|----------------------------------|-----------------------------------|-------------------------------------------|----------------------|-------------------------------|----------------------|-------------------------------|
| <b>Legacy Park</b>               |                                   |                                           |                      |                               |                      |                               |
| Resident                         | \$50.00 per (4) hour period       | NA NA                                     |                      |                               |                      |                               |
| Non-Resident                     | \$75.00 per (4) hour period       | NA NA                                     |                      |                               |                      |                               |
| Cancellation Fee                 | \$5.00 per cancellation           | 50% within 7 days, no refund under 3 days |                      |                               |                      |                               |
| <b>Heritage Days</b>             |                                   |                                           |                      |                               |                      |                               |
| 10 x 10 Booth                    | \$80.00 per booth                 | NA NA                                     |                      |                               |                      |                               |
| 10 x 20 Booth                    | \$160.00 per booth                | NA NA                                     |                      |                               |                      |                               |
| Power for Booth                  | \$12.00 per booth                 | NA NA                                     |                      |                               |                      |                               |
| <b>Roving Vendor Permit</b>      |                                   |                                           |                      |                               |                      |                               |
| Without a booth rental           | \$50.00 per permit                | NA NA                                     |                      |                               |                      |                               |
| With a booth rental              | \$25.00 per permit                | NA NA                                     |                      |                               |                      |                               |
| Parade Entry                     | \$15.00 per vehicle               |                                           |                      |                               |                      |                               |
| Late Fee                         | \$20.00 per application           | NA NA                                     |                      |                               |                      |                               |
| <b>Farmers Market Fees</b>       |                                   |                                           |                      |                               |                      |                               |
| Prepared Food / Retail Sales     | \$15 Per Week or \$150 per Season |                                           |                      |                               |                      |                               |
| Cottage Food                     | \$10 Per Week or \$100 per Season |                                           |                      |                               |                      |                               |
| Produce                          | \$5 Per Week or \$50 per Season   |                                           |                      |                               |                      |                               |
| Power Rental                     | \$10 Per Week or \$50 per Season  |                                           |                      |                               |                      |                               |
| <b>Sports Programs</b>           |                                   |                                           |                      |                               |                      |                               |
| Late Sign-up Fee                 | \$5.00 per person                 | NA NA                                     |                      |                               |                      |                               |
| Golf                             | \$56.00 per person                | NA NA                                     |                      |                               |                      |                               |
| Tennis                           | \$31.00 per person                | NA NA                                     |                      |                               |                      |                               |
| Football (Tackle)                | \$120.00 per person               | NA NA                                     |                      |                               |                      |                               |
| Adult Basketball                 | \$351.00 per team                 | NA NA                                     |                      |                               |                      |                               |
| <b>Soccer (Fall/Spring)</b>      |                                   |                                           |                      |                               |                      |                               |
| Resident                         | \$46.00 per person                | NA NA                                     |                      |                               |                      |                               |
| Non-Resident                     | \$61.00 per person                | NA NA                                     |                      |                               |                      |                               |
| <b>Baseball/Softball</b>         |                                   |                                           |                      |                               |                      |                               |
| <b>T-ball / Coach Pitch</b>      |                                   |                                           |                      |                               |                      |                               |
| Resident                         | \$40.00 per person                | NA NA                                     |                      |                               |                      |                               |
| Non-Resident                     | \$55.00 per person                | NA NA                                     |                      |                               |                      |                               |
| <b>Machine Pitch</b>             |                                   |                                           |                      |                               |                      |                               |
| Resident                         | \$45.00 per person                | NA NA                                     |                      |                               |                      |                               |
| Non-Resident                     | \$60.00 per person                | NA NA                                     |                      |                               |                      |                               |
| <b>Minor League/Major League</b> |                                   |                                           |                      |                               |                      |                               |
| Resident                         | \$50.00 per person                | NA NA                                     |                      |                               |                      |                               |
| Non-Resident                     | \$65.00 per person                | NA NA                                     |                      |                               |                      |                               |
| <b>Junior High School</b>        |                                   |                                           |                      |                               |                      |                               |
| Resident                         | \$55.00 per person                | NA NA                                     |                      |                               |                      |                               |
| Non-Resident                     | \$70.00 per person                | NA NA                                     |                      |                               |                      |                               |
| <b>Basketball</b>                |                                   |                                           |                      |                               |                      |                               |
| <b>1st-6th grades (Jr Jazz)</b>  |                                   |                                           |                      |                               |                      |                               |
| Resident                         | \$52.00 per person                | NA NA                                     |                      |                               |                      |                               |
| Non-Resident                     | \$67.00 per person                | NA NA                                     |                      |                               |                      |                               |
| <b>7th-12th grades (Jr Jazz)</b> |                                   |                                           |                      |                               |                      |                               |
| Resident                         | \$57.00 per person                | NA NA                                     |                      |                               |                      |                               |
| Non-Resident                     | \$72.00 per person                | NA NA                                     |                      |                               |                      |                               |
| <b>Itty Bitty</b>                |                                   |                                           |                      |                               |                      |                               |
| Resident                         | \$40.00 per person                | NA NA                                     |                      |                               |                      |                               |
| Non-Resident                     | \$55.00 per person                | NA NA                                     |                      |                               |                      |                               |
| <b>Equipment Rental</b>          |                                   |                                           |                      |                               |                      |                               |
| Performance Stage                | \$900.00 per day                  |                                           |                      |                               |                      |                               |

**Cemetery**

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| Fee Description                  | Current Base Fee | Additional Fee             | Proposed<br>Base Fee | Proposed<br>Additional<br>Fee | Base Fee<br>Increase | Additional Fee<br>Increase |
|----------------------------------|------------------|----------------------------|----------------------|-------------------------------|----------------------|----------------------------|
| <b>Basic Fees</b>                |                  |                            |                      |                               |                      |                            |
| Plot Purchase                    |                  |                            |                      |                               |                      |                            |
| Resident                         | \$500.00         |                            |                      |                               |                      |                            |
| Non-Resident                     | \$1,000.00       |                            |                      |                               |                      |                            |
| Plot Purchase - half/infant/urn  |                  |                            |                      |                               |                      |                            |
| Resident                         | \$250.00         |                            |                      |                               |                      |                            |
| Non-Resident                     | \$500.00         |                            |                      |                               |                      |                            |
| Interment - Adult                |                  |                            |                      |                               |                      |                            |
| Resident                         | \$300.00         |                            |                      |                               |                      |                            |
| Non-Resident                     | \$700.00         |                            |                      |                               |                      |                            |
| Interment - Child                |                  |                            |                      |                               |                      |                            |
| Resident                         | \$175.00         |                            |                      |                               |                      |                            |
| Non-Resident                     | \$400.00         |                            |                      |                               |                      |                            |
| Interment - Urn or Infant        |                  |                            |                      |                               |                      |                            |
| Resident                         | \$100.00         |                            |                      |                               |                      |                            |
| Non-Resident                     | \$200.00         |                            |                      |                               |                      |                            |
| Interment - Weekend or Holiday   |                  |                            |                      |                               |                      |                            |
| Resident                         | \$200.00         |                            |                      |                               |                      |                            |
| Non-Resident                     | \$200.00         |                            |                      |                               |                      |                            |
| Disinterment                     |                  |                            |                      |                               |                      |                            |
| Resident                         | \$400.00         |                            |                      |                               |                      |                            |
| Non-Resident                     | \$400.00         |                            |                      |                               |                      |                            |
| Monument Move (Flat Monument)    |                  |                            |                      |                               |                      |                            |
| Resident                         | \$50.00          |                            |                      |                               |                      |                            |
| Non-Resident                     | \$50.00          |                            |                      |                               |                      |                            |
| Monument Move (Upright Monument) |                  |                            |                      |                               |                      |                            |
| Resident                         | \$250.00         |                            |                      |                               |                      |                            |
| Non-Resident                     | \$250.00         |                            |                      |                               |                      |                            |
| Position Transfer Fee            |                  |                            |                      |                               |                      |                            |
| Resident                         | \$35.00          |                            |                      |                               |                      |                            |
| Non-Resident                     | \$35.00          |                            |                      |                               |                      |                            |
| After Hours fee (3:00 p.m.)      |                  |                            |                      |                               |                      |                            |
| Resident                         | \$100.00         |                            |                      |                               |                      |                            |
| Non-Resident                     | \$100.00         |                            |                      |                               |                      |                            |
| Cemetery Certificate Replacement | \$10.00          | Per Additional Certificate |                      |                               |                      |                            |

**Public Safety & Public Works**

**All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)**

| Fee Description                                                                                               | Current Base Fee                | Additional Fee                                     | Proposed<br>Base Fee | Proposed<br>Additional<br>Fee    | Base Fee<br>Increase | Additional Fee<br>Increase |
|---------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------------------------|----------------------|----------------------------------|----------------------|----------------------------|
| <b>Fire Department</b>                                                                                        |                                 |                                                    |                      |                                  |                      |                            |
| Ambulance Stand-By Fee (for-profit special events)                                                            | \$36.00 per hour                |                                                    |                      |                                  |                      |                            |
| CERT Special Class fee for additional classes requested by organizations outside of regular scheduled classes | \$200.00 per class              |                                                    |                      |                                  |                      |                            |
| Equipment issued during CERT Class                                                                            | \$25.00                         |                                                    |                      |                                  |                      |                            |
| Fire Report                                                                                                   | \$10.00                         |                                                    |                      |                                  |                      |                            |
| Fire Report with pictures                                                                                     | \$50.00                         |                                                    |                      |                                  |                      |                            |
| CPR/ First Aid Course                                                                                         |                                 |                                                    |                      |                                  |                      |                            |
| Resident                                                                                                      | \$10.00                         |                                                    |                      |                                  |                      |                            |
| Non-Resident                                                                                                  | \$20.00                         |                                                    |                      |                                  |                      |                            |
| Off-site CPR, First Aid, or AED Training course                                                               | \$200.00 per class              |                                                    |                      |                                  |                      |                            |
| Children's Bike Helmets                                                                                       | \$10.00                         |                                                    |                      |                                  |                      |                            |
| <b>Police Department</b>                                                                                      |                                 |                                                    |                      |                                  |                      |                            |
| Fingerprinting                                                                                                |                                 |                                                    |                      |                                  |                      |                            |
| Resident                                                                                                      | \$10.00 per card                |                                                    |                      |                                  |                      |                            |
| Non-Resident                                                                                                  | \$15.00 per card                |                                                    |                      |                                  |                      |                            |
| Police contract services (i.e. special events, interagency, etc)                                              |                                 |                                                    |                      |                                  |                      |                            |
| Admin Fee - staffing costs                                                                                    | \$20.00 per event               |                                                    |                      |                                  |                      |                            |
| Each officer                                                                                                  | \$55.00 per hour                |                                                    |                      |                                  |                      |                            |
| Police Report                                                                                                 | \$10.00                         |                                                    |                      |                                  |                      |                            |
| Police Report with any pictures/CD/DVD                                                                        | \$50.00                         |                                                    |                      |                                  |                      |                            |
| Good Conduct Letter Request                                                                                   | \$5.00 per letter               |                                                    |                      |                                  |                      |                            |
| Defensive Driving Course ordered by Justice Court                                                             | \$30.00                         |                                                    |                      |                                  |                      |                            |
| Annual sex offender registration fee                                                                          | \$25.00 Per Registration        |                                                    |                      |                                  |                      |                            |
| <b>Emergency Services</b>                                                                                     |                                 |                                                    |                      |                                  |                      |                            |
| Base Fee and Mileage Rate                                                                                     |                                 | As per State approved Utah Health Department Rates |                      |                                  |                      |                            |
| Surcharges (Emergency, night service, off-road)                                                               |                                 |                                                    |                      |                                  |                      |                            |
| Special Provisions (wait time, non-transport)                                                                 |                                 |                                                    |                      |                                  |                      |                            |
| Medical Supplies                                                                                              |                                 |                                                    |                      |                                  |                      |                            |
| Hardship Waivers for Emergency Services                                                                       |                                 | As per City Council Resolution R14-39              |                      |                                  |                      |                            |
| <b>Public Works Department</b>                                                                                |                                 |                                                    |                      |                                  |                      |                            |
| Public Works contract services (i.e. staffing, capital projects, interagency, etc)                            |                                 |                                                    |                      |                                  |                      |                            |
| Staffing costs                                                                                                | \$75.00 minimum up to 1st hour  |                                                    |                      | \$75.00 per hour after 1st hour  |                      |                            |
| Heavy equipment costs                                                                                         | \$100.00 minimum up to 1st hour |                                                    |                      | \$100.00 per hour after 1st hour |                      |                            |
| **Rate billed by the City includes time for mobilization and demobilization.                                  |                                 |                                                    |                      |                                  |                      |                            |
| Street Light Installation Charge - Charged to new development                                                 |                                 | Actual cost of installation                        |                      |                                  |                      |                            |

**Miscellaneous**

*All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)*

| Fee Description                                                                          | Current Base Fee                 | Additional Fee                 | Proposed Base Fee | Proposed Additional Fee | Base Fee Increase | Additional Fee Increase |
|------------------------------------------------------------------------------------------|----------------------------------|--------------------------------|-------------------|-------------------------|-------------------|-------------------------|
| <b>Faxes</b>                                                                             |                                  |                                |                   |                         |                   |                         |
| Local                                                                                    | \$2.00 per call                  | NA NA                          |                   |                         |                   |                         |
| Long Distance                                                                            | \$1.00 per page                  | \$0.10 NA                      |                   |                         |                   |                         |
| <b>Copies</b>                                                                            |                                  |                                |                   |                         |                   |                         |
| 8 1/2 " x 11" - single sheet B&W                                                         | \$0.25 per sheet                 | NA NA                          |                   |                         |                   |                         |
| 8 1/2 " x 11" - single sheet Color                                                       | \$0.50 per sheet                 | NA NA                          |                   |                         |                   |                         |
| 11 " x 17" - single sheet B&W                                                            | \$0.50                           |                                |                   |                         |                   |                         |
| 11 " x 17" - single sheet Color                                                          | \$1.00                           |                                |                   |                         |                   |                         |
| 24" x 36"                                                                                | \$2.00 per sheet                 | NA NA                          |                   |                         |                   |                         |
| Off-site Printing                                                                        | Actual Cost                      | NA NA                          |                   |                         |                   |                         |
| <b>Post Office Supplies</b>                                                              |                                  |                                |                   |                         |                   |                         |
| Stamps, Packages, Boxes, etc.                                                            | As per approved USPS prices      |                                |                   |                         |                   |                         |
| Bubble Wrap                                                                              | \$3.29                           |                                |                   |                         |                   |                         |
| Packing Tape Dispensers                                                                  | \$3.49                           |                                |                   |                         |                   |                         |
| Mailing Carton 12" x 10" x 8"                                                            | \$2.19                           |                                |                   |                         |                   |                         |
| Mailing Carton 15"x12"x10"                                                               | \$3.49                           |                                |                   |                         |                   |                         |
| Mlg Ctn 9.0625" x 5.625" x 1.25" (DVD/Video)                                             | \$2.59                           |                                |                   |                         |                   |                         |
| Mailing Carton 8" x 8" x 8"                                                              | \$1.99                           |                                |                   |                         |                   |                         |
| Mailing Carton 5.75" x 5.25" x 1" (CD Mailer)                                            | \$2.19                           |                                |                   |                         |                   |                         |
| Photo/Doc Mlr 9.75" x 12.25" (Chipboard)                                                 | \$1.59                           |                                |                   |                         |                   |                         |
| Cushion Mailer 6" x 10"                                                                  | \$1.19                           |                                |                   |                         |                   |                         |
| Cushion Mailer 8.5" x 12"                                                                | \$1.59                           |                                |                   |                         |                   |                         |
| Cushion Mailer 10.5" x 16"                                                               | \$1.89                           |                                |                   |                         |                   |                         |
| Photo/Doc Mailer 6" x 10" (Chipboard)                                                    | \$1.49                           |                                |                   |                         |                   |                         |
| Photo/Doc Mlr 6.5" x 9.5" Corr-Ins peel adh                                              | \$1.69                           |                                |                   |                         |                   |                         |
| Photo/Doc Mlr 9.5" x 12.5" Corr-Ins peel adh                                             | \$2.19                           |                                |                   |                         |                   |                         |
| Bubble Mailer 6" x 10"                                                                   | \$1.49                           |                                |                   |                         |                   |                         |
| Bubble Mailer 10.5" x 16"                                                                | \$2.19                           |                                |                   |                         |                   |                         |
| Bubble Mailer 8.5" x 12"                                                                 | \$1.79                           |                                |                   |                         |                   |                         |
| Bubble Mailer 12.5" x 19"                                                                | \$2.59                           |                                |                   |                         |                   |                         |
| Envelope 6" x 9"                                                                         | \$0.49                           |                                |                   |                         |                   |                         |
| Utility Mailer 10.5" x 16"                                                               | \$1.19                           |                                |                   |                         |                   |                         |
| <b>Administrative Reports &amp; Documents</b>                                            |                                  |                                |                   |                         |                   |                         |
| Financial Report                                                                         |                                  |                                |                   |                         |                   |                         |
| First Copy                                                                               | No Charge per report             | NA NA                          |                   |                         |                   |                         |
| Additional                                                                               | \$5.00 per report                | NA NA                          |                   |                         |                   |                         |
| Budget Document                                                                          |                                  |                                |                   |                         |                   |                         |
| First Copy                                                                               | No Charge per report             | NA NA                          |                   |                         |                   |                         |
| Additional                                                                               | \$5.00 per report                | NA NA                          |                   |                         |                   |                         |
| Audio Recordings on CD                                                                   | \$10.00 per CD                   | NA NA                          |                   |                         |                   |                         |
| Certification of Copies                                                                  | \$2.00 per copy                  | NA NA                          |                   |                         |                   |                         |
| GRAMA Records Request                                                                    |                                  |                                |                   |                         |                   |                         |
| Research, compilation, editing etc.                                                      | \$0.00 per minute (first 30 min) | \$15.00 per hour (31+ minutes) |                   |                         |                   |                         |
| Passport Photos                                                                          | \$10.00 per photo                | NA NA                          |                   |                         |                   |                         |
| Passport Acceptance Fee                                                                  | \$25.00 per application          | NA NA                          |                   |                         |                   |                         |
| Passport Expedited Shipping Fee                                                          | \$25.00 per application          | NA NA                          |                   |                         |                   |                         |
| Notarization                                                                             | \$5.00 per stamp                 | NA NA                          |                   |                         |                   |                         |
| Subdivision Ordinance Book                                                               |                                  |                                |                   |                         |                   |                         |
| Entire Book                                                                              | \$15.00 per book                 | NA NA                          |                   |                         |                   |                         |
| Per Chapter                                                                              | \$1.50 per chapter               | NA NA                          |                   |                         |                   |                         |
| General Plan Book                                                                        | \$15.00 per book                 | NA NA                          |                   |                         |                   |                         |
| <b>Maps (includes Zoning, General Plan, Garbage Pick-up, Master Transportation etc.)</b> |                                  |                                |                   |                         |                   |                         |
| 8 1/2 " x 11"                                                                            | Size A                           | \$3.00 per map                 | NA NA             |                         |                   |                         |
| 11" x 17"                                                                                | Size B                           | \$5.00 per map                 | NA NA             |                         |                   |                         |
| 17" x 22"                                                                                | Size C                           | \$8.00 per map                 | NA NA             |                         |                   |                         |
| 22" x 34"                                                                                | Size D                           | \$15.00 per map                | NA NA             |                         |                   |                         |
| 34" x 44"                                                                                | Size E                           | \$17.00 per map                | NA NA             |                         |                   |                         |
| Custom                                                                                   |                                  | \$3.00 per sf                  | \$10.00 Minimum   |                         |                   |                         |
| Map Research & Compilation                                                               |                                  | \$50.00 per hour               |                   |                         |                   |                         |
| Maps on disk                                                                             |                                  | \$10.00 per disk               | NA NA             |                         |                   |                         |

**Miscellaneous**

*All Fees Are Effective July 1, 2016 Except As Noted (All fees paid with credit card are subject to 1% fee)*

| Fee Description                                 | Current Base Fee                     | Additional Fee                | Proposed<br>Base Fee | Proposed Additional<br>Fee | Base Fee<br>Increase | Additional Fee<br>Increase |
|-------------------------------------------------|--------------------------------------|-------------------------------|----------------------|----------------------------|----------------------|----------------------------|
| <b>Collections</b>                              |                                      |                               |                      |                            |                      |                            |
| Returned Check Fee                              | \$20.00 per check                    | NA NA                         |                      |                            |                      |                            |
| Warrant Collection Fee                          | 2.75% of outstanding warrant balance |                               |                      |                            |                      |                            |
| Outside Collection Agency Fee                   | 25.00% of balance owed to City       |                               |                      |                            |                      |                            |
| <b>Candidate Filing Fee for Public Office</b>   |                                      |                               |                      |                            |                      |                            |
|                                                 | \$25.00 per application              | NA NA                         |                      |                            |                      |                            |
| <b>City Hall Lobby Rental</b>                   |                                      |                               |                      |                            |                      |                            |
| Small Events (< 25 persons - no food present)   |                                      |                               |                      |                            |                      |                            |
| Resident                                        | \$50.00 per rental                   | \$0.00 per hour               |                      |                            |                      |                            |
| Non-resident                                    | \$75.00 per rental                   | \$0.00 per hour               |                      |                            |                      |                            |
| Small Events (< 25 persons - with food present) |                                      |                               |                      |                            |                      |                            |
| Resident                                        | \$100.00 per rental                  | \$35.00 per hour              |                      |                            |                      |                            |
| Non-resident                                    | \$150.00 per rental                  | \$35.00 per hour              |                      |                            |                      |                            |
| Large Events (> 25 persons - no food present)   |                                      |                               |                      |                            |                      |                            |
| Resident                                        | \$300.00 per rental                  | \$35.00 per hour              |                      |                            |                      |                            |
| Non-resident                                    | \$450.00 per rental                  | \$35.00 per hour              |                      |                            |                      |                            |
| Large Events (> 25 persons - with food present) |                                      |                               |                      |                            |                      |                            |
| Resident                                        | \$300.00 per rental                  | \$35.00 per hour              |                      |                            |                      |                            |
| Non-resident                                    | \$450.00 per rental                  | \$35.00 per hour              |                      |                            |                      |                            |
| <b>City Hall Chambers Rental</b>                |                                      |                               |                      |                            |                      |                            |
| Small Events (< 25 persons - no food present)   |                                      |                               |                      |                            |                      |                            |
| Resident                                        | \$100.00 per rental                  | \$35.00 per hour for staffing |                      |                            |                      |                            |
| Non-resident                                    | \$150.00 per rental                  | \$40.00 per hour for staffing |                      |                            |                      |                            |
| Large Events (< 25 persons - no food present)   |                                      |                               |                      |                            |                      |                            |
| Resident                                        | \$300.00 per rental                  | \$40.00 per hour              |                      |                            |                      |                            |
| Non-resident                                    | \$450.00 per rental                  | \$45.00 per hour              |                      |                            |                      |                            |
| <b>City Hall Lobby and Chambers Rental</b>      |                                      |                               |                      |                            |                      |                            |
| Small Events (< 25 persons - no food present)   |                                      |                               |                      |                            |                      |                            |
| Resident                                        | \$150.00 per rental                  | \$35.00 per hour              |                      |                            |                      |                            |
| Non-resident                                    | \$200.00 per rental                  | \$40.00 per hour              |                      |                            |                      |                            |
| Small Events (< 25 persons - with food present) |                                      |                               |                      |                            |                      |                            |
| Resident                                        | \$200.00 per rental                  | \$40.00 per hour              |                      |                            |                      |                            |
| Non-resident                                    | \$250.00 per rental                  | \$45.00 per hour              |                      |                            |                      |                            |
| Large Events (> 25 persons - no food present)   |                                      |                               |                      |                            |                      |                            |
| Resident                                        | \$350.00 per rental                  | \$50.00 per hour              |                      |                            |                      |                            |
| Non-resident                                    | \$400.00 per rental                  | \$55.00 per hour              |                      |                            |                      |                            |
| Large Events (> 25 persons - with food present) |                                      |                               |                      |                            |                      |                            |
| Resident                                        | \$450.00 per rental                  | \$55.00 per hour              |                      |                            |                      |                            |
| Non-resident                                    | \$500.00 per rental                  | \$60.00 per hour              |                      |                            |                      |                            |
| <b>Miscellaneous</b>                            |                                      |                               |                      |                            |                      |                            |
| Sale of Mulch                                   | \$25.00 per cubic yard               |                               |                      |                            |                      |                            |
| Sale of Dirt                                    |                                      |                               |                      |                            |                      |                            |
| Resident                                        | \$20.00 per cubic yard               | \$30.00 Delivery Fee          |                      |                            |                      |                            |
| Non-resident                                    | \$25.00 per cubic yard               | \$40.00 Delivery Fee          |                      |                            |                      |                            |
| Car Restoration Permit                          | \$25.00 per car                      | \$15.00 renewal               |                      |                            |                      |                            |



# CITY COUNCIL BUSINESS MEETING

August 9, 2016

## **Agenda Item #11      Amendment to Section 10.40.030 of the Syracuse Municipal Code pertaining to onsite parking**

This memo is accompanied by two versions of this ordinance: the one we analyzed at our 7/26/16 Work Meeting, and a version which has been modified in light of the comments received at that meeting.

If you would like to refer to prior versions, they may still be found in the 7/26 packet.

The second is a version which incorporates comments received during the 07/26/2016 City Council meeting. It is the only one which is accompanied by Ordinance language.

Here are the changes between the two versions:

- Subsection (2) is now split into two categories:
  - o Areas zoned other than Residential or Agricultural are required to improve any areas used for parking
  - o Undeveloped parcels within the Residential or Agricultural zones may have vehicles parked thereon, so long as the owner keeps vegetation down to 6”
- Subsection (3) – Struck the words “by the Planning Commission”
- Subsection (4) – Added sentence which expressly notes that this section will not prohibit the use of semi-circle, pull-through or hammerhead driveways, which are required in certain circumstances by other provisions of City code (if a residential property is developed along collectors or arterials).
- Subsection (5) – Removes requirement that vehicles parked in side yards be at least 20’ from the right-of-way
- Subsection (6) – Changed “tractors” to “vehicles or equipment”
- Subsection (6) – Added R-1 zones as a zone in which farm equipment kept for agricultural use may be parked on any yard area, including front yards
- Subsection (7) – Added subsection number to orphan paragraph
- Subsection (7) – Added language which permits one restoration permit at a time for each licensed driver who resides at the residence

If you have any questions regarding this item, please contact Paul Roberts.

**VERSION CONSIDERED  
AT JULY 26 MEETING**

## 10.40.030 – General Provisions

### (C) Prohibited Locations.

(1) It shall be unlawful to park a motor vehicle, trailer, or boat in a front yard or side yard-area, as defined in SCC 10.10.040, on any residential property, except as provided in subsections (4) and (5) of this section or on areas not improved for parking.

(2) On non-residential and undeveloped properties, it shall be unlawful to park a motor vehicle, trailer or boat, except in areas improved for parking.

(3) No one shall develop any portion of a front yard, as required in this title, as a public parking area in conjunction with a permitted multifamily, commercial, or industrial use without approval by the Planning Commission at site plan review.

(4) No one shall pave or improve any portion of a required front yard, other than approved parking and driveways leading directly to or adjacent to a garage, so as to encourage or make possible the parking of vehicles therein. Residents may use paved driveways leading directly to or adjacent to a garage as an approved parking area for additional vehicles to meet the requirements of this chapter.

(5) On residential properties, vehicles and trailers may be parked in the side yard, as defined in section 10.10.040, but in no case any closer than twenty feet (20') from the right of way. Additionally, side yard parking for corner lots may only occur if an opaque fence of at least six feet (6') in height separates the parked vehicle from the right of way running along the side of the corner lot.

(6) The provisions of this section do not prohibit the parking of tractors kept for agricultural use in any yard area of properties in the A-1 zone.

All vehicles on the property shall be licensed and operable. The owner of any vehicle that has been inoperable or unlicensed for longer than four months shall remove said vehicle from the property or store it in a completely enclosed structure, including any and all vehicle parts. If a vehicle is under restoration, the vehicle owner shall possess a current and valid restoration permit from the City Community Development Department. Restoration permits shall expire one year from the date of issuance and no ~~individual address~~ may have more than two restoration permits at any time.

**CURRENT VERSION**  
**AFTER 7/26/16 COMMENTS**

**ORDINANCE NO. 16-21**

**AN ORDINANCE AMENDING SECTION 10.40.030 OF THE SYRACUSE CITY MUNICIPAL CODE PERTAINING TO ONSITE PARKING.**

**WHEREAS**, the City Council has the authority, pursuant to state law, to establish ordinances for the health, welfare, comfort and safety of its residents and those visiting the City; and

**WHEREAS**, the Planning Commission and City Council have reviewed existing regulations governing parking on residential lots in areas of the lot not improved for parking; and

**WHEREAS**, the City has conducted a public hearing in order to solicit input from our residents regarding this measure; and

**WHEREAS**, the Council finds that removing restrictions on parking in certain portions identified by the ordinance is in the best interest of the community, in order to permit residents to have full enjoyment of their property, and in the interest of the comfort and safety of its residents,

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

**Section 1. Amendment.** Subsection 10.40.030(C) of Syracuse City Municipal Code is amended as attached in Exhibit A.

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

**Section 3. Effective Date.** This Ordinance shall become effective immediately after publication or posting.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 9th DAY OF August, 2016.**

**SYRACUSE CITY**

ATTEST:

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Cassie Z. Brown, City Recorder

---

Mayor Terry Palmer

Voting by the City Council:

|                        | "AYE" | "NAY" |
|------------------------|-------|-------|
| Councilmember Anderson | ___   | ___   |
| Councilmember Bolduc   | ___   | ___   |
| Councilmember Gailey   | ___   | ___   |
| Councilmember Lisonbee | ___   | ___   |
| Councilmember Maughan  | ___   | ___   |

## Exhibit A

### 10.40.030 - General Provisions

#### (C) Prohibited Locations.

(1) It shall be unlawful to park a motor vehicle, trailer, or boat in a front yard or side yard-area, as defined in SCC 10.10.040, on any residential property, except as provided in subsections (4) and (5) of this section or on areas not improved for parking.

(2) On any property:

(a) located within a zone other than a residential or agricultural zone, it shall be unlawful to park a motor vehicle, trailer or boat, except in areas improved for parking;

(b) which is undeveloped and located within a residential or agricultural zone, it shall be lawful to park a motor vehicle, trailer or boat on that parcel, so long as grass and weeds on the parcel are maintained to a height below six inches (6").

(3) No one shall develop any portion of a front yard, as required in this title, as a public parking area in conjunction with a permitted multifamily, commercial, or industrial use without approval by the Planning Commission at site plan review.

(4) No one shall pave or improve any portion of a required front yard, other than approved parking and driveways leading directly to or adjacent to a garage, so as to encourage or make possible the parking of vehicles therein. Residents may use paved driveways leading

directly to or adjacent to a garage as an approved parking area for additional vehicles to meet the requirements of this chapter. This section shall not be interpreted to prohibit the establishment of semi-circular, pull-through or hammerhead pull-out driveways, as provided in section 8.10.200 of this Code.

(5) On residential properties, vehicles and trailers may be parked in the side yard, as defined in section 10.10.040. Additionally, side yard parking for corner lots may only occur if an opaque fence of at least six feet (6') in height separates the parked vehicle from the right of way running along the side of the corner lot.

(6) The provisions of this section do not prohibit the parking of vehicles or equipment kept for agricultural use in any yard area of properties in the A-1 or R-1 zones.

(7) All vehicles on the property shall be licensed and operable. The owner of any vehicle that has been inoperable or unlicensed for longer than four months shall remove said vehicle from the property or store it in a completely enclosed structure, including any and all vehicle parts. If a vehicle is under restoration, the vehicle owner shall possess a current and valid restoration permit from the City Community Development Department. Restoration permits shall expire one year from the date of issuance, and ~~no individual may have more than two restoration permits at any time~~ only one restoration permit may be issued at a time for each licensed driver at the residence.



# CITY COUNCIL REGULAR MEETING AGENDA

July 12th, 2016

## Agenda Item # 12                      City Code Amendment Section 10.30.050

### *Factual Summation*

Please review the following information. Any questions regarding this agenda item may be directed to Royce Davies, City Planner.

Code Section:                              10.30.050 Lot and Yard Regulations

### *Summary*

Recent review of home plans has raised concern about restrictions in our ordinance relating to cantilevered floors, roofs, and other yard encroachments.

The first section of Code that has presented issues is:

10.30.050.C.1 Chimneys, bay windows, sills, lintels, cantilevers, or other ornamental features may project not more than 24 inches into required front, rear, and side yard spaces, provided they are not more than eight feet in width. This title prohibits side yard encroachments within cluster subdivisions with side yard setbacks less than seven feet, and in no instance shall the side yard distance between two structures be less than 10 feet.

This has been an issue for developers as many times cantilevered floors are wider than 8 feet. It's likely that this code was only meant to apply to bay windows and other similar features and as such, would be sufficient, however it continues to be an issue as homes built to setback lines become more and more common.

The next section of code that has caused concern is:

10.30.050.2 Unsupported cornices, eaves, gutters, and terraces may project 10 feet into any required front, rear, or side yard. Uncovered porches and decks may project 10 feet into any required front or rear yard.

The final section of Code is:

10.30.050.C.3 Attached covered decks and patios may encroach into rear yards provided the total covered patio width does not exceed 33 percent of the total length of the principal structure to which it will attach and it does not extend closer than 20 feet to the required rear yard line. Since the rear setback in the R-3 Zone is 20 feet, this code does not allow covered deck/patio encroachments into the rear setback of the zone. This may have been intentional and is not a significant concern to staff, but has been of concern to developers trying to include covered decks/patios in the R-3 Zone.

Developers have expressed that the cantilever Codes are too restrictive and should be loosened.

It is also possible that the concerns expressed by developers are a symptom of homes being built to setback lines in many cases. This issue arises from home builders acquiring a few home floor plans and attempting to apply them to lots of various sizes and shapes rather than designing a home to fit a specific property. However, as this is generally a more affordable option, it is likely that this type of ones-size-fits-all home development will continue to be proposed.

The Code sections in question have been discussed in detail with the Planning Commission during two work sessions held on June 7, 2016 and June 21, 2016. As result of these sessions, staff has been directed to address minimum side yard distances, covered decks and patios, and building cantilever widths. The proposed code is included as an attachment to this report.

The proposed ordinance was recommended for approval by the Planning Commission on July 5, 2016.

### ***Suggested Motion Language***

Approval – “I move the City Council approve the request of Andy Hubbard for a 2 lot subdivision amendment to the San Melia Subdivision consisting of 1.408 acres on property located at 1025 South 2200 West in the R-2 Residential Zone.”

Table – “I move the City Council continue the request of Andy Hubbard for a 2 lot subdivision amendment to the San Melia Subdivision consisting of 1.408 acres on property located at 1025 South 2200 West in the R-2 Residential Zone until (give date) based on the following findings:

1. (list findings)”

Denial – “I move the City Council deny the request of Andy Hubbard for a 2 lot subdivision amendment to the San Melia Subdivision consisting of 1.408 acres on property located at 1025 South 2200 West in the R-2 Residential Zone based on the following findings:

1. (list findings).”

### ***Attachments:***

- Proposed Ordinance Revisions

## PROPOSED ORDINANCE REVISIONS

### 10.30.050 Lot and yard regulations.

(C) Yard Encroachments. This title prohibits any encroachments into minimum required yard space, other than the following:

(1) Chimneys, bay windows, sills, lintels, cantilevers, or other ornamental features may project not more than 24 inches into required front, rear, and side yard spaces, provided they are not more than ~~eight~~ 16 feet in width. This title prohibits side yard encroachments within cluster subdivisions with side yard setbacks less than seven feet, and in no instance shall the side yard distance between two primary structures be less than 10 feet.

(2) Unsupported cornices, eaves, gutters, and terraces may project 10 feet into any required front, or rear, ~~or side~~ yard and only 3 feet into required side yards. Uncovered porches and decks may project 10 feet into any required front or rear yard.

(3) Attached covered decks and patios may encroach into rear yards provided ~~the total covered patio width does not exceed 33-75 percent of the total length width of the principal structure to which it will attach and it~~ does not extend closer than 20 feet to the required rear yard line in all zones aside from the R-3 Zone. Attached covered decks and patios may not extend closer than 10 feet to the rear property line in the R-3 Zone, and must be open on 3 sides.

**ORDINANCE NO. 16-23**

**AN ORDINANCE AMENDING SECTION 10.30.050(C) OF THE SYRACUSE CITY LAND USE CODE, RELATED TO YARD ENCROACHMENTS.**

**WHEREAS**, the City has adopted a Zoning Ordinance to regulate land use and development within the corporate boundaries of the City; and

**WHEREAS**, the City Council is authorized to amend the provisions of its zoning code in order to promote the health, safety, comfort and property values of its residents; and

**WHEREAS**, an amendment to the Syracuse City Zoning Code related to yard encroachments has been prepared; the same has been recommended for approval by the Planning Commission; and a public hearing was held with the proper notice having been given 10-days prior to the hearing date; and

**WHEREAS**, the Council finds that current provisions related to yard encroachments for windows, sills, cantilevers, and ornamental features should be expanded to permit wider encroaching objects; and

**WHEREAS**, the Council finds that side yard encroachments by cornices, eaves, gutters and terraces should only encroach within three feet into side yards; and

**WHEREAS**, the Council finds that some modification to the requirements associated with covered decks and patios will serve existing and future residents of Syracuse without creating a nuisance or impermissible obstruction to neighboring properties; and

**WHEREAS**, the Council finds that the requested ordinance change will promote the health, safety and welfare of our community, and promote prosperity and protect urban development,

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

**Section 1. Amendment.** Subsection 10.30.050(C) of Syracuse City Municipal Code is amended as attached in Exhibit A.

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

**Section 3. Effective Date.** This Ordinance shall become effective immediately after publication or posting.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 12th DAY OF JULY, 2016.**

**SYRACUSE CITY**

ATTEST:

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

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

Voting by the City Council:

|                        | “AYE” | “NAY” |
|------------------------|-------|-------|
| Councilmember Anderson | _____ | _____ |
| Councilmember Bolduc   | _____ | _____ |
| Councilmember Gailey   | _____ | _____ |
| Councilmember Lisonbee | _____ | _____ |
| Councilmember Maughan  | _____ | _____ |

# EXHIBIT A

## 10.30.050 Lot and yard regulations.

(C) Yard Encroachments. This title prohibits any encroachments into minimum required yard space, other than the following:

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(2) Unsupported cornices, eaves, gutters, and terraces may project 10 feet into any required front; or rear; ~~or side~~ yard and only 3 feet into required side yards. Uncovered porches and decks may project 10 feet into any required front or rear yard.

(3) Attached covered decks and patios may encroach into rear yards ~~provided the total covered patio width does not exceed 33 75 percent of the total length width of the principal structure to which it will attach and it~~ does not extend closer than 20 feet to the required rear yard line in all zones aside from the R-3 Zone. Attached covered decks and patios may not extend closer than 10 feet to the rear property line in the R-3 Zone, and must be open on 3 sides.



# COUNCIL AGENDA

## August 9, 2016

### Agenda Item #13 Recruitment, Retention, and Compensation Policy

#### *Factual Summation*

- Any question regarding this agenda item may be directed at Brody Bovero, City Manager.
- Pursuant to previous discussions with the Council, attached is the latest draft policy on the agenda for adoption. On July 28<sup>th</sup>, the draft was sent to the Council via email for comment or suggested edits. No suggested edits were submitted.
- The attached draft shows the changes made to 'Plan A', as discussed at the July 26<sup>th</sup> work session.
- One minor detail that remains is the dollar amount to be budgeted for the Public Safety and Public Works Certificate Advancement Program. We are still doing research on estimated costs and will submit a draft budget number to the Council prior to Tuesday's meeting.

#### **Action Item**

- This item is on the agenda for a vote to approve the proposed Recruitment, Retention, and Compensation Policy for the City.

**RESOLUTION NO. R16-39**

**A RESOLUTION OF THE SYRACUSE CITY COUNCIL ADOPTING THE  
RECRUITMENT, RETENTION, AND EMPLOYEE COMPENSATION POLICY.**

**WHEREAS**, Syracuse City has previously had a formal policy pertaining to employee compensation and the Council now wishes to update the plan; and

**WHEREAS**, Section 5.020 of the City Personnel Policies & Procedures Manual states that the City Council will adopt and maintain a compensation plan, which outlines standards and guidelines for salary and wage administration, pay grade schedules, and comparison/benchmarking strategies; and

**WHEREAS**, the City Council has drafted amendments to the formerly referred to Employee Recruitment and Retention Policy and Compensation Plan documents and developed a document entitled Recruitment, Retention, and Employee Compensation Policy; and

**WHEREAS**, the City Council and Mayor have reviewed the draft policy and feel it addresses the needs of the City relative to the most efficient use of the City's resources.

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

**RECRUITMENT, RETENTION, AND EMPLOYEE COMPENSATION  
POLICY**

**Section 1. Adoption.** The Recruitment, Retention, and Employee Compensation Policy is attached hereto as Exhibit "A," and incorporated herein by reference is 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 9<sup>th</sup> DAY OF AUGUST, 2016.**

ATTEST:

**SYRACUSE CITY**

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

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



## **SYRACUSE CITY RECRUITMENT, RETENTION, AND EMPLOYEE COMPENSATION POLICY**

### **PURPOSE**

The purpose of this policy is to establish a planned approach to ensure that Syracuse City attracts the best talent possible, and motivates and retains that talent for the overall benefit of the citizens

It is essential that Syracuse City (City) recruits and retains the best talent possible in order to ensure the most efficient use of City resources.

### **Leadership & Responsibility**

As the Executive/Administrative branch of Syracuse City, the leadership and responsibility for creating an environment that breeds productive, dedicated, and engaged employees lies primarily with the City Manager, and ultimately with the Mayor, with the support of the department heads and the City Council. The City Manager will be tasked to propose programs that align with this policy.

### **AUTHORITY**

Section 5.020 of the City Personnel Policies & Procedures Manual states that the City Council shall adopt and maintain a compensation plan, which sets salary & wage administration policy.

The compensation rates and future funding amounts set forth from this plan are set forth by the City Council. It is the intent of the City Council to provide the funding necessary to carry out the compensation plan. The City Council retains the ability to unilaterally adjust compensation rates and funding amounts from year to year, based on economic conditions and budget availability.

### **BUDGET PLANNING**

Ongoing in each budget year for new Syracuse tax revenue over the previous year, at least 30% shall be retained towards employee compensation.

### **WAGE SCALE POLICY:**

Syracuse City shall not participate in collective bargaining.

Any market or benchmark adjustment in the wage scale may be matched by an adjustment in salary at the discretion of the council. Any employee that is performing below the “meets expectations” level will not be eligible for any market/benchmark adjustment.

The council may review the wage scale every ~~54~~ years. The council shall review the wage scale every ~~108~~ years.

When the council reviews the wage scale, at least 5 distinct economic indicators shall be used to evaluate overall wage trends in Utah. One of these indicators shall be Syracuse sales tax revenues.

If sales tax is stagnant, or moves downward, a freeze ~~shall may~~ occur for all Merit increases for at least 2 years. When Syracuse Sales tax revenue increases for at least ~~4 consecutive quarters~~ 6 months, or two years have passed and Syracuse sales tax revenue has increased for at least 2 consecutive quarters, then the freeze shall be lifted.

The council may review the wage scale in the interim if a position has experienced more than normal turnover or an employee has presented the city with an offer from a city within 20 miles of Syracuse and the city wishes to retain the employee.

The salary & wage scales shall be set so that the minimum, mid-range, and maximum for each position fall within the 50<sup>th</sup> percentile of the benchmark cities.

#### WAGE SCALE REVIEW POLICY:

The city council and the city manager shall mutually oversee any wage scale review and/or adjustment.

**To obtain a general overview of the health of the national, state, and local economies, when reviewing the wage scale, the following 4 distinct economic indicators shall be reviewed:**

- A comparative benchmark obtained through an independent contract that has been subject to the RFP process and be conducted under the direction of the city council and city manager. OR in-house benchmarking under the following conditions:
  - If in-house benchmarking is used, only detailed, like to like comparisons shall be used. Any in-house benchmarking shall be reviewed by the mayor and council for two consecutive meetings and a public hearing shall be held to present the methodology and the results of the benchmarking to the public.
  - For all positions, there shall be at least 15 comparisons from unique cities or business. If private businesses are used for benchmarking, benefits shall also be compared and at least 1/3 of the unique comparisons shall be from private businesses for that benchmark.

- Syracuse City Sales Tax Revenue showing an increase or a stable direction only. If Syracuse sales tax revenue is stable or shows an increase year over year for at least 3 years previous, the council may consider raising wage scales. If our sales tax revenue is down in any month in the previous year, wage scales ~~shall~~ may be frozen.
- ECI (Employee Cost Index)
- PPI (Producer Price Index – Final Demand)

**OTHER INDICATORS THAT MAY BE USED FOR REVIEW:**

- The delta for Government data for real household income compared historically to 10 previous years.
- Social Security Cost of Living Adjustment (an average of the previous 5 years calculations including negative numbers) If the result is less than -0.5, the wage scales should adjust downward that amount. If the result is greater than 0.5, the wage scales should adjust upward that amount. If the average is between -0.5 and 0.5, the wage scales should stay the same.
- CPI-W

If indices and Syracuse sales tax revenue trend downward for a period of 12 consecutive months, the city council may adjust wage scales downward.

**BENEFITS**

As indicated in the Recruitment and Retention Policy, the City desires to offer employee benefits that are competitive. The benefits offered are governed by Chapter 7 of the Personnel Policies & Procedures Manual. The City’s benefit package shall be reviewed annually and be approved by the City Council through the annual budget process.

Other benefits, such as medical/dental/vision, retirement, and paid time off, will be provided at a level that reasonably competes with the benchmark cities. The City Manager will propose, and the City Council will have final approval of the benefit package to be offered.

**EMPLOYEE EVALUATION SYSTEM**

As indicated in the Recruitment and Retention Policy, each employee will be evaluated on their performance, based on their job duties. The evaluation system will categorize employees’ performance in five different levels:

|                                           | <b>Score</b> |
|-------------------------------------------|--------------|
| Consistently Exceeds Expectations         | 4.5 -5       |
| Exceeds Expectations                      | 4 - 4.5      |
| Meets Expectations                        | 3-4          |
| Needs Improvement                         | 2-3          |
| Seriously Deficient (risk of termination) | 0-2          |

The eligibility of any bonus or raise is contingent upon a “Meets Expectation” or better, with those scoring in the “Exceeds Expectations” and “Consistently Exceeds Expectations” categories receiving greater amounts, respectively.

### **Performance Standards**

**Position-Specific Standards:** For each position in the City organization, a set of performance standards and eligibility criteria will be outlined. These performance standards and eligibility criteria will be the basis for an employee to qualify for a bonus or merit increase.

**Annual Evaluation System:** An annual evaluation system that supports the purpose of this policy will be implemented. Such evaluation system will be designed to reward top performers, encourage average performers to improve, and require under-performers to improve.

**Service Level Measurement:** The City Manager will create a series of service level measures, which will serve as indicators on the performance of the entire organization. The City Manager will periodically report these measures to the Mayor and City Council.

Employee evaluations shall be performed by employee Supervisors and reviewed by the department head and the city manager. The city manager shall adjust supervisor and department head reviews for managerial bias per department. The city manager shall not adjust upward any performance evaluation score lower than 3.

The Mayor, and City Council shall review the Performance Evaluations for the Department Heads, the City Recorder, and the City Attorney. The City manager shall review and rate these employees.

Each Department Head and the City Manager shall meet with and be evaluated by the Mayor and City Council.

All employees shall sign an acknowledgement of receipt of the Performance Evaluation.

### Biennial Departmental Reviews

Every 4 months an hour of the cities work session will be set aside to review one of six groups (departments) of the city. These groups are divided and identified as Police, Fire, Public Works, Parks and Recreation, CED, and general Administration. During this review the department head will present goals of the department, progress towards goals and assignments, department status (or state of the department), and general information. This is a time for the council to provide input and direction for future department goals and projects. This is an appropriate time to discuss the utilization of resources and additional resources required to accomplish future goals.

**MERIT INCREASE**

Syracuse City has adopted a “pay for performance” ethic, and therefore does not use programmed step increases or cost of living increases based on time of service. The City may provide Merit increases based on the employee’s performance of job duties and acquisition of needed skills, for the purpose of retaining excellent employees.

An employee is eligible for a merit increase after receiving an annual evaluation of 3.0 “Meets Expectations” or better for their merit increase trigger years in the merit map. The merit increase will be effective on July 1<sup>st</sup> (note: Effective on the first pay period with a July start date) following the annual evaluation upon merit step completion in the merit map. Any merit increases shall be given according to the Merit Map steps for that employee. No increase shall be given if, for any inter-merit increase year, the employee has received an evaluation below 3.0 “meets expectations” unless the city manager approves the increase based on significant improvement seen in the deficient performance areas. All merit increases shall reflect the percentage increase in the merit maps multiplied by the employee’s current salary.

Merit increases in multi-year Merit Step Increases shall be based on an average of the Annual Performance Evaluation Scores for the years spent in that Merit Step.

All PEP Merit increases shall be marked in the Merit Map for that Department to enable tracking of performance scores and subsequent increases according to the color code in the chart below. Wage compression shall not be considered for any employee performing under 4.49 on their Annual Performance Evaluation.

The target rate for movement through the Merit Map for each employee shall be set at the Merit Increase of ~~85%~~ associated with an evaluation score of 4.0 to 4.49 ~~of the Merit Map Step Increase per the employee evaluation score.~~ If an employee “consistently exceeds expectations”, which is a score of 4.5 or higher, that employee will move through their merit map at an accelerated rate.

| Annual Performance Evaluation Score | Merit % Step Increase per Merit Map |
|-------------------------------------|-------------------------------------|
| 5 to 4.5                            | <del>100</del> <u>115</u> %         |
| 4.49 to 4.0                         | <del>85</del> <u>100</u> %          |
| 3.99 to 3.75                        | <del>70</del> <u>85</u> %           |
| 3.74 to 3.5                         | <del>55</del> <u>70</u> %           |
| 3.49 to 3.25                        | <del>40</del> <u>55</u> %           |
| 3.24 to 3                           | <del>35</del> <u>40</u> %           |
| Below 3                             | 0                                   |

An employee who advances or promotes to a higher position shall be placed in the new grade in the Merit Step that is closest to, but not less than, their current salary. If that new grade step is less than 2% of the employee’s salary prior to advancement, the employee shall receive an increase up to 2% based on merit. The advanced employee shall complete full time in the new step. The employee is ~~still~~ not eligible for merit increase in that year. Any advancement to a higher position shall require significant employee improvement. No employee advancement shall be given solely for time served.

## PUBLIC SAFETY AND PUBLIC WORKS CERTIFICATE ADVANCEMENT PROGRAM

For each position in public works and public safety, the City Council may pre-approve an outline of optional programs, trainings, certifications, or other similar knowledge or skill enhancement measures. Such optional programs shall be above and beyond the normal requirements of the position, and are meant to further develop the employee in a way that he/she can provide a better, more knowledgeable service to the City. Participation in such program will be at the option of the employee, with coordination from the department head, City Manager, and City Council.

For each employee that utilizes this program, a maximum employee lifetime reimbursement shall be \$XXXX. The amount of each increase is dependent on the difficulty of the program and the added value to the City. An employee is only eligible to receive a career development **increase reimbursement** if he/she achieved an **evaluation score of 3.0** - "Meets Expectations" or better on his/her latest performance evaluation.

**Comment [BB1]:** Amount needs to be entered.

After completion of an approved Career Development Program, the employee shall receive up to 50% reimbursement after 1 year following completion and 25% for the following 2 years as long as the employee maintains a **3.0** "meets expectations" or better performance evaluation.

### **Planned Budget for Career Development Increases**

Prior to adoption of each annual budget, the department head will coordinate with each employee that plans to complete an eligible program. The department head will submit the anticipated budget amount with the draft department budget and will subject to approval by the City Council with the annual budget. No more than \$XXXX shall be budgeted in any budget year.

**Comment [BB2]:** Amount needs to be entered.

## OTHER COMPENSATION ITEMS

All other items related to compensation are governed by the Personnel Policies & Procedures Manual.

### **BONUSES OUTSIDE OF MERIT INCREASES:**

Bonuses between merit increase years may be given, for the following purposes:

- to recognize sustained outstanding performance by an employee who is at the top of the pay scale (i.e., "maxed out")
- to compensate an employee for significant additional responsibility, i.e., obtaining a significant grant benefit for the city, saving the city a significant amount of money by increasing efficiencies, performing an additional job in another employee's absence undertaken for a limited time period, for which the employee was not otherwise adequately compensated.
- All bonuses shall be submitted for approval to the city council.

Bonuses awarded for saving the city money shall be no more than **410%** of the net amount saved to the city **with a cap of \$10,000 for any one bonus**. Bonuses awarded for other reasons shall be no more than 1% of the employee's annual salary. Only one bonus per employee per year shall be awarded.