



**SYRACUSE CITY**  
**Syracuse City Council Regular Meeting Agenda**  
**September 13, 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 Mary Thorpe and Tanner Kofoed.
3. Proclamation declaring September 15, 2016 as Hunter Woodhall Day in Syracuse City.
4. Request to be on the agenda: Utah Municipal Clerks Association to recognize City Recorder Cassie Brown for receiving her Master Municipal Clerk (MMC) designation.
5. Request to be on the agenda: Mark Spalding re: Goliath Race.
6. Approval of Minutes:
  - a. Work Session of July 26, 2016.
  - b. Special Meeting of July 26, 2016
  - c. Regular Meeting of August 9, 2016.
  - d. Special RDA Meeting of August 9, 2016.
7. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
8. Preliminary Subdivision Plat Approval, Jackson Court, located at approximately 1958 S. 2000 W.
9. Final Subdivision Approval, Hamblin Haven Phase 2, located at approximately 3230 W. 2700 S.
10. Public Hearing: Authorize Administration to dispose of surplus property.
11. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.
12. Councilmember Reports.
13. Mayor Report.
14. City Manager Report.
15. Discussion of Employee Recruitment and Retention Policy and Fiscal Year 2017 Employee Compensation Plan (in conference room).
16. 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 8<sup>th</sup> day of September, 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 September 8, 2016.

CASSIE Z. BROWN, CMC  
SYRACUSE CITY RECORDER



# COUNCIL AGENDA

September 13, 2016

## Agenda Item #2

Presentation of the Syracuse City and Wendy's "Award for Excellence" to Mary Thorpe and Tanner Kofoed for the month of September 2016.

### *Factual Summation*

- Any questions regarding this item can be directed at CED staff. Please see the attached memos regarding the Award recipients for September 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 Marh Thorpe and Tanner Kofoed for the month of September 2016.



### *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:** September 13, 2016

**Subject:** Presentation of the Syracuse City & Wendy's Award for Excellence Mary Thorpe and Tanner Kofoed

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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

Mary Thorpe: Nominated and written by Kristi Thomas; Legacy Jr High Counselor.

It is an honor to recommend Mary Thorpe for the Syracuse City and Wendy's Award for Excellence. Mary is a delight to be around. She excels in the classroom and in the arts at Legacy Junior High School. Mary has been an influential member of the Musical Theater program during 7<sup>th</sup> and 8<sup>th</sup> grade, with roles in both Xanadu and Beauty and the Beast and will be involved in Shrek Junior as a 9<sup>th</sup> grader during the 2016/2017 school year. Along with her academic excellence and musical and theatrical talents, Mary stands out among her peers because of her optimistic, pleasant demeanor. Mary is positive, friendly, organized, and dependable. She is committed to her school work, dedicated to her values, hard-working and a positive role model. She is compassionate and friendly to her teachers and peers. Mary has many friends and is inclusive of all. She is quiet, kind, a natural leader who simply radiates kindness, enthusiasm, and professionalism. For these reasons, I highly recommend Mary for this recognition.

Tanner Kofoed: Nominated and written by Mr. Smith; Legacy Jr High Counselor

I am pleased to nominate Tanner Kofoed for the Syracuse City and Wendy's Award for Excellence athlete and scholar of the Month because of his leadership, academics, and contribution to the Legacy Boys basketball team. Tanner showed great leadership while playing on the varsity basketball team when on several occasions we lost closed games. Instead of complaining and sulking, he sought to lift other up and instill a spirit of resilience to finish the games strong and to prepare for the next opponent. He is an excellent example of a student athlete because of his strong academics and his high level of basketball play. His strong basketball skills and decision making ability on the court contributed heavily in winning games that placed Legacy Jr. High into the playoffs last year, for the fifth year in a row since I have been there. For these and other reasons, I am pleased to nominate Tanner for this Award for Excellence.

## **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

## September 16, 2016

Agenda Item #3

Proclamation declaring September 15, 2016 as  
Hunter Woodhall Day in Syracuse City.

***Factual Summation***

- Any question regarding this agenda item may be directed at Mayor Palmer.
- Please see attached proclamation.



**WHEREAS,** Syracuse resident and Syracuse High School Student, Hunter Woodhall, will be participating in Track and Field sporting events in the Rio 2016 Paralympic Games; and

**WHEREAS,** Hunter captured the bronze medal during the 2016 United States Paralympic Team Trials in the 200 meter and 400 meter events; and

**WHEREAS,** During the 2015 Paralympics Track & Field National Championships, Hunter took second place in the 400 meter event and fifth place in the 200 meter event; and

**WHEREAS,** Hunter won his first State title in the 400 meter event as a junior during the Utah High School State Championship in 2016; and

**WHEREAS,** Hunter served as an ambassador for Shriner's Hospital from 2012-2013, representing thousands of children who receive care at the facility and his motto is "they told me I would never walk, so I learned to run instead".

**NOW, THEREFORE,** I, Mayor Palmer, Mayor of the City of Syracuse, Utah, do hereby proclaim **SEPTEMBER 15, 2016** as

***HUNTER WOODHALL DAY***

in the City of Syracuse, Utah, and I urge all citizens to celebrate Hunter's efforts and successes as an athlete and valuable resident of our community.

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Mayor Terry Palmer

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City Recorder Cassie Z. Brown



# COUNCIL AGENDA

## September 16, 2016

### Agenda Item #4

Request to be on the agenda: Utah Municipal Clerks Association to recognize City Recorder Cassie Brown for receiving her Master Municipal Clerk (MMC) designation.

### *Factual Summation*

- The leadership of the Utah Municipal Clerks Association (UMCA) has requested time on the agenda to recognize City Recorder Brown for receipt of her MMC designation.



# COUNCIL AGENDA

## September 16, 2016

Agenda Item #5

Request to be on the agenda: Mark Spalding re:  
Goliath Race.

***Factual Summation***

- Mark Spalding requested time on the agenda to recognize the City for its support of the Goliath Race.



# COUNCIL AGENDA

September 13, 2016

Agenda Item #6

Approval of Minutes.

***Factual Summation***

- Please see the draft minutes of the following meeting(s):
  - a. Work Session of July 26, 2016.
  - b. Special Meeting of July 26, 2016
  - c. Regular Meeting of August 9, 2016.
  - d. Special RDA Meeting of August 9, 2016.
  
- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

Minutes of the Syracuse City Council Work Session Meeting, July 26, 2016

Minutes of the Work Session meeting of the Syracuse City Council held on July 26, 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, receive the Presentation of Trust Accountability Program (TAP) Award by Utah Local Governments Trust, review special meeting agenda item three: Authorize Administration to award 2016 Road Improvement Projects, continue discussion of Proposed Ordinance 16-21 amending Section 10.40.030 of the Syracuse City Municipal Code pertaining to onsite parking, continue discussion of Proposed Ordinance 16-23 amending Section 10.30.050(c) of the Syracuse City Code related to yard encroachments, discuss Employee Recruitment and Retention Policy and Fiscal Year 2017 Employee Compensation Plan, review financial status of utility funds, discuss secondary water system, and discuss Council business.

[6:03:21 PM](#)

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

[6:05:07 PM](#)

**Public comments**

Ralph Vaughan stated he wishes the Council much wisdom as they engage in discussion regarding the secondary water system. He then referenced the item listed on the agenda dealing with onsite parking and stated that he supports option

1 three listed in the meeting packet; he feels City Attorney Roberts has crafted good language that addresses the issue at hand.  
2 He then addressed the item listed on the agenda dealing with yard encroachments; the phrasing in paragraph (c)(1) of the  
3 ordinance amendment is problematic because it includes a double negative that can cause confusion to the reader. He  
4 suggested the Council address that issue before considering adoption of the ordinance tonight.

5 [6:06:32 PM](#)

6 Kevin Homer stated that during the July 12 meeting the Council took action to appoint Gary Bingham to the  
7 Planning Commission. He stated he performed a cursory reading of the text notes of the minutes of that meeting and there  
8 were significant portions of the discussion that were not included in the notes, such as the discussions of the concerns about  
9 reappointing TJ Jensen as well as discussion of Mr. Bingham's qualifications. He feels it is extremely appropriate to add that  
10 information into the minutes before they are considered at the next meeting.

11 Councilmember Maughan asked if the Council has seen the minutes of that meeting. Mr. Homer stated they were  
12 posted online. City Attorney Roberts indicated the City is required to post draft minutes within three days of a meeting, but  
13 they are not final yet. Mr. Homer suggested the draft minutes be edited to include the discussion that took place at the  
14 meeting. He added that during the meeting the Council made a motion to reconsider the action relative to the Planning  
15 Commission appointment and he feels it would be appropriate for the Council to explain their reasons for moving to  
16 reconsider the first action; he listened to the audio recording and did not hear any such discussion and he feels it would be  
17 appropriate for Councilmember Maughan in particular to explain why he made a motion to consider and why each  
18 Councilmember voted in the way they did that evening.

19  
20 [6:08:54 PM](#)

21 **Presentation of Trust Accountability Program (TAP)**

22 **Award by Utah Local Governments Trust.**

23 An administrative staff memo explained Jason Watterson of the Utah Local Governments Trust (ULGT) has  
24 requested an opportunity to present the City with the Trust Accountability Program (TAP) Award.

25 [6:09:27 PM](#)

1 Mr. Watterson approached and presented the Mayor and Council with the TAP for the 2015 plan year. The City is  
2 being given the award to recognize the City's efforts to reduce risk throughout the City, which ultimately reduces the City's  
3 liability and loss. The Trust is presenting the City with a percentage of their liability premium for the plan year.

4  
5  
6 [6:16:55 PM](#)

7 **Review special meeting agenda item three: Authorize**  
8 **Administration to award 2016 Road Improvement**  
9 **Projects.**

10 A staff memo from the Public Works Director explained this project will consist of overlaying approximately 3.67  
11 miles of road throughout the following roads in the City:

- 12 • 4000 West Street from 2700 South Street to 2200 South Street
- 13 • Bluff Road from 1700 South Street to 2700 South Street
- 14 • Bluff Road from 2900 South to Bluff Drive
- 15 • 2175 South from 2000 West to Allison Way
- 16 • Allison Way from 1700 South Street to 2328 South
- 17 • Allison Way from 2700 South Street to 2448 South

18 Construction will begin as soon as contract documents are in place and will be completed by the fall of 2016. Bids  
19 were opened on July 19, 2016. Five bids were submitted and the low bidder was Staker Parson Companies with a total bid  
20 amount of \$659,244.00. The funding for this project will come from Class C 20-40-70. Staff recommends the contract be  
21 awarded to Staker Parson Companies.

22 [6:17:07 PM](#)

23 Mr. Whiteley reviewed his staff memo and noted that the project cost is lower than estimated.

24 [6:20:18 PM](#)

25 Councilmember Anderson referenced the wide difference in bids between vendors and inquired as to the reasons for  
26 those differences. Mr. Whiteley stated that some bidders will provide a much higher bid than others if their schedule is

1 already very full and adding to their workload will be more costly for them. Additionally, some contractors are very familiar  
2 with the City and enjoy working here and for that reason they offer lower prices.

3 [6:21:14 PM](#)

4 The Council briefly discussed the project scope before concluding their review of the item.

5

6 [6:22:10 PM](#)

7 **Continued discussion of Proposed Ordinance 16-21**  
8 **amending Section 10.40.030 of the Syracuse City**  
9 **Municipal Code pertaining to onsite parking**

10 A staff memo from the Community and Economic Development (CED) Department explained the Council has been  
11 provided by three versions of the proposed ordinance; the Third one is the most current version. The first is that which the  
12 Council first saw during their June 28, 2016 work meeting. The second is that which the Council saw during their July 12,  
13 2016 meeting and it includes the Planning Commission's changes to the document. The third is a version which incorporates  
14 comments received during the July 12, 2016 City Council meeting. It is the only one which is accompanied by Ordinance  
15 language.

16 [6:22:28 PM](#)

17 Mr. Roberts reviewed the staff memo and facilitated a review of document three in the meeting packet to help the  
18 Council understand the implications of the proposed ordinance; there was a focus on the impact the ordinance could  
19 potentially have on parcels in residential zones of the City that may still be used for agricultural purposes. Councilmember  
20 Maughan expressed his concern that the ordinance may be too restrictive and he would prefer that it be less restrictive and  
21 somewhat loosened; he is also concerned about making the section of the ordinance that indicates that the Planning  
22 Commission must review site plans dealing with onsite parking and he would prefer that language be removed so that the  
23 reader does not get the impression that the Planning Commission is a law making body. Councilmember Lisonbee agreed and  
24 stated she has a concern about the portion of the ordinance that disallows drive-through driveways on residential properties.  
25 High level Council discussion continued as the Council discussed specific and hypothetical instances on properties  
26 throughout the City that may be impacted by adoption of the proposed ordinance. The Council reached the consensus that the

1 intent of the ordinance should be to ensure safety associated with onsite parking; however, they are hesitant to adopt an  
2 ordinance that several properties are not compliant with. Mr. Roberts indicated that he will take the Council’s feedback and  
3 suggested edits into consideration and adjust the ordinance accordingly for consideration during the August 9 business  
4 meeting.

5  
6 [7:03:34 PM](#)

7 **Continued discussion of Proposed Ordinance 16-23**  
8 **amending Section 10.30.050(c) of the Syracuse City**  
9 **Code related to yard encroachments**

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

13 10.30.050.C.1 Chimneys, bay windows, sills, lintels, cantilevers, or other ornamental features may project  
14 not more than 24 inches into required front, rear, and side yard spaces, provided they are not more than  
15 eight feet in width. This title prohibits side yard encroachments within cluster subdivisions with side yard  
16 setbacks less than seven feet, and in no instance shall the side yard distance between two structures be less  
17 than 10 feet.

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

22 10.30.050.2 Unsupported cornices, eaves, gutters, and terraces may project 10 feet into any required front,  
23 rear, or side yard. Uncovered porches and decks may project 10 feet into any required front or rear yard.

24 The final section of Code is:

1           10.30.050.C.3 Attached covered decks and patios may encroach into rear yards provided the total covered  
2           patio width does not exceed 33 percent of the total length of the principal structure to which it will attach  
3           and it does not extend closer than 20 feet to the required rear yard line.

4           Since the rear setback in the R-3 Zone is 20 feet, this code does not allow covered deck/patio encroachments into the  
5 rear setback of the zone. This may have been intentional and is not a significant concern to staff, but has been of concern to  
6 developers trying to include covered decks/patios in the R-3 Zone. Developers have expressed that the cantilever Codes are  
7 too restrictive and should be loosened. It is also possible that the concerns expressed by developers are a symptom of homes  
8 being built to setback lines in many cases. This issue arises from home builders acquiring a few home floor plans and  
9 attempting to apply them to lots of various sizes and shapes rather than designing a home to fit a specific property. However,  
10 as this is generally a more affordable option, it is likely that this type of ones-size-fits-all home development will continue to  
11 be proposed. Some concern was expressed during the July 21, 2016 City Council meeting that the proposed code allows for  
12 property owners to reduce the minimum distance between structures through the addition of an encroaching portion of a  
13 home. The thought is that this would then restrict the neighboring property owner from creating a side yard encroachment on  
14 their property because of a minimum distance between buildings. This is not the case under current allowed zoning. The  
15 Code states that primary structures with side yard encroachments must be at least 10 feet apart and side yard encroachments  
16 are not permitted in cluster subdivisions where the side yard setback is less than 7 feet. As all setbacks in other zones are  
17 either an 8 foot or 10-foot side yard or a 16-foot separation between buildings in the PRD Zone, allowing a 2-foot  
18 encroachment on both homes would in a worst-case scenario create a separation of 12 feet which is still larger than the 10-  
19 foot minimum separation in the encroachment Code. The minimum 16-foot separation only applies in the PRD Zone and 15  
20 foot, 20 foot, and 25-foot separation is only required for multi-family dwellings. Single family dwelling separation is dictated  
21 by the IFC and the encroachment Code included in this report. As the Code is proposed, no property owner would have the  
22 ability to restrict their neighbor from creating a side yard encroachment on their primary structure under the current zoning  
23 allowed within the city. Should future zoning be created with less than 7-foot side yard setbacks, it would be possible for a 2-  
24 foot side yard encroachment to affect a neighbor's ability to create their own 2-foot side yard encroachment. If a zone with  
25 less than 7-foot side yard setbacks were to be created, staff recommends disallowing side yard encroachments in the same  
26 way they are not allowed in cluster subdivisions with less than 7-foot side yards. The Code sections in question have been  
27 discussed in detail with the Planning Commission during two work sessions held on June 7, 2016 and June 21, 2016. As

1 result of these sessions, staff has been directed to address minimum side yard distances, covered decks and patios, and  
2 building cantilever widths. The proposed code is included as an attachment to this report. The memo concluded the proposed  
3 ordinance was recommended for approval by the Planning Commission on July 5, 2016.

4 [7:03:57 PM](#)

5 CED Director Mellor reviewed the staff memo.

6 [7:06:13 PM](#)

7 The Council discussed the amendments to the ordinance; Councilmember Maughan stated that he is concerned about  
8 the section of the ordinance that restricts the amount of space a covered patio can cover as well as design of a deck or porch  
9 cover in a rear yard. He stated he does not feel the City should be dictating structure design. Councilmember Bolduc agreed.  
10 Mr. Mellor stated that the reason for the size limitations on a covered patio is that without such limitations someone could  
11 extend a covered patio to the edge of their backyard and fence it in to essentially make it part of their home; this would  
12 eliminate all setbacks and could cause a negative impact on abutting property owners. Councilmember Lisonbee stated she  
13 would like to understand if the ordinance is strictly following the International Building Code (IBC) adopted by the State of  
14 Utah. Mr. Mellor indicated he will research that issue. Councilmember Maughan stated that if the language is not in line with  
15 the IBC, he would like to remove it from the ordinance so long as required setbacks are preserved.

16  
17 [7:16:10 PM](#)

18 **Presentation of the Syracuse City and Wendy's "Award**  
19 **for Excellence" to Jared Hunter for the month of July,**  
20 **2016.**

21 The City wishes to recognize citizens who strive for excellence in athletics, academics, arts and/or community  
22 service. To that end, in an effort to recognize students and individuals residing in the City, the Community and Economic  
23 Development, in conjunction with Jeff Gibson, present the recipients for the "Syracuse City & Wendy's Award for  
24 Excellence". This monthly award recognizes the outstanding performance of a male and female who excel in athletics,  
25 academics, arts, and/or community service. The monthly award recipients will each receive a certificate and be recognized at  
26 a City Council meeting; have their photograph placed at City Hall and the Community Center; be written about in the City

1 Newsletter, City’s Facebook and Twitter Feed, and City’s website; be featured on the Wendy’s product television; and  
2 receive a \$10 gift certificate to Wendy’s.

3 Mayor Palmer noted Mr. Hunter was nominated by the staff of the City’s Parks and Recreation Department.

4 Jared Hunter:

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

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

11

12

13 **\*\*The meeting recessed at 7:20 p.m. and reconvened at 7:25 p.m.\*\***

14

15 [7:25:21 PM](#)

16 **Discussion regarding Employee Recruitment and**

17 **Retention Policy and Fiscal Year 2017 Employee**

18 **Compensation Plan**

19 A staff memo from City Manager explained that pursuant to the previous Council meeting, a comparison of the  
20 proposed compensation plans has been created in order assist the Council in evaluating and determining the proper policies to  
21 adopt.

22 [7:25:57 PM](#)

23 Mr. Bovero reviewed his memo and indicated that during the July 15 special meeting, Councilmembers Bolduc and  
24 Lisonbee and Councilmember Maughan presented two different proposals for amendments to the Policy and Plan. From the  
25 discussion held during that meeting, he created a document that provides a detailed comparison of the two plans and provided  
26 it to the entire Council for review and consideration in preparation for this meeting. He then facilitated a discussion among

1 the Council, with input from staff, regarding the table that was used to offer a comparison of the two plans. There was a focus  
2 on issues such as benchmarking and the frequency with which the City's wages should be benchmarked, bi-annual review of  
3 City Departments, the value of merit mapping and the rate at which an employee can move through their wage scale based  
4 upon performance, employee evaluation practices, budget and policy direction associated with the Compensation Plan, the  
5 potential to specify the percentage of tax revenue that would be dedicated to employee wages, the impact the market and the  
6 economy can have on employee compensation, the ease of administering one of the two plans that has been proposed, and  
7 points relative to given positions to be considered when benchmarking.

8 [8:43:06 PM](#)

9 Pat Zaugg addressed the point in Councilmember Maughan's plan that requires an employee to exceed expectations  
10 in order to be eligible for a pay increase. Councilmember Maughan stated he acknowledges Ms. Zaugg's comments and will  
11 discuss the issue with her following the meeting as he did not wish to engage in debate.

12 [8:43:48 PM](#)

13 The Council ultimately reached the consensus to support a hybrid of both plans presented, though the plan presented  
14 by Councilmembers Bolduc and Lisonbee received the greatest amount of support. The Council suggested minor adjustments  
15 to the plan relative to adjusting the plan in the event that sales tax revenues decrease, addressing the frequency of  
16 benchmarking, including a process to review each Department on a set schedule, and setting aside new growth money for  
17 employee compensation.

18 [8:52:11 PM](#)

19 Mr. Bovero stated he recognizes the employees do not have a vote on this issue, but he wants to ensure that the plan  
20 put in place by the Council is competitive. He expressed concerns on behalf of the employees relative to changes to the  
21 policy dealing with promotions and advancements, the potential to freeze wage increases based on certain market indicators,  
22 alterations to the employee incentive program, and paying employees at the 50<sup>th</sup> percentile.

24 [9:13:34 PM](#)

25 **Review of financial status of utility funds**

1 A staff memo from the City Manager explained the City Council and City Administration have had several  
 2 discussions concerning the financial status of the City’s utility funds. This discussion is a follow-up to discuss our utility  
 3 fund rates, five-year capital projects plan, options to fund that plan, and our best plan moving forward. Below is a summary  
 4 of the financial status of our utility funds including what it would take to fully fund our five-year capital projects plan.

	<b>Operational</b>	<b>Capital Cost -</b>	<b>Capital Cost</b>	<b>Total Cost Per</b>	<b>Current</b>	<b>Overage /</b>	<b>Required Rate</b>	<b>Rate</b>	
	<b>Cost</b>	<b>next 5 years</b>	<b>per year</b>	<b>Year</b>	<b>Revenues</b>	<b>(Shortage)</b>	<b>Current</b>	<b>to Fully Fund</b>	
							<b>Rate</b>	<b>Cap. Projects</b>	
								<b>Increase /</b>	
								<b>Decrease</b>	
<b>Secondary Water</b>	\$1,214,002	\$ 2,220,000	\$ 444,000	\$1,658,002	\$1,652,600	(\$5,402)	\$15.50	\$15.56	\$0.06
<b>Storm Water</b>	\$ 363,793	\$ 1,655,000	\$ 331,000	\$694,793	\$428,620	(\$266,173)	\$4.55	\$7.36	\$2.81
<b>Culinary Water</b>	\$1,364,578	\$ 7,404,500	\$1,480,900	\$2,845,478	\$1,902,840	(\$942,638)	\$16.50	\$26.44	\$9.94
<b>Sewer</b>	\$2,085,160	\$ -	\$ -	\$2,085,160	\$2,263,132	\$177,972	\$23.80	\$21.92	(\$1.88)
<b>Garbage</b>	\$1,254,403	\$ -	\$ -	\$1,254,403	\$1,316,280	\$61,877	\$9.95	\$9.30	(\$0.65)
<b>Street Lighting</b>	\$ 307,878	\$ -	\$ -	\$307,878	\$273,090	(\$34,788)	\$2.93	\$2.93	\$0.00
<b>Parks Maintenance</b>	\$ 267,279	\$ -	\$ -	\$267,279	\$242,476	(\$24,803)	\$1.32	\$1.32	\$0.00
<b>Total</b>	\$6,281,936	\$11,279,500	\$2,255,900	\$9,112,993	\$7,563,472	(\$974,364)	\$74.55	\$84.83	\$10.28

5 This chart is broken down by operational cost and capital cost. It also shows in the orange our current revenues  
 6 versus the costs to fully fund our five-year capital projects plan. The blue shows what are current minimum monthly utility  
 7 bill is and what would be required to fully fund our capital projects. Also included with this document is a utility rate  
 8 comparison detail of Syracuse City to comparable cities. This is provided for a reference to show that Syracuse City utility  
 9 rates are the lowest in the surrounding area. The comparable cities we benchmarked against include Clinton, West Point,  
 10 Layton, Kaysville, Roy, Farmington, Clearfield, Sunset, Saratoga Springs, and Eagle Mountain. Also included with this  
 11 document is a utility rate summary document that compares all the above cities in total to Syracuse City.  
 12

13 [9:14:10 PM](#)

14 Mr. Marshall reviewed the staff memo.

15 [9:19:45 PM](#)

16 The Council engaged in high level discussion regarding the City’s utility rate structure with a focus on the  
 17 operational and project costs funded by the revenues generated by utility fees. Mr. Marshall indicated that the current  
 18 revenues generated by the utility rates charged are approximately \$1 million short per year of funding depreciation.  
 19 Discussion also centered on the internal allocation and the costs that will be funded by the internal allocation upon a policy to  
 20 be adopted by the Council. Councilmember Lisonbee added that she would like for the Council to consider adjusting the rate  
 21 schedule that would allow residents to pay for what they use rather than only using flat rates. She is concerned that lower-end  
 22 users are paying the same amount as high-end users. Mr. Bovero clarified that the tiers should be in addition to a base rate.

1 Councilmember Lisonbee agreed. This led Mr. Marshall to briefly review the manner in which the City's utility rates  
2 compare with rates charged in other cities.

3 [9:33:03 PM](#)

4 Councilmember Maughan stated he would like to include a ballot question on the upcoming election ballot to poll  
5 the residents on whether the City should increase utility rates to fund projects and depreciation. The Council discussed this  
6 option, with Mr. Bovero noting that the decision of whether to increase rates should be based upon the internal allocation  
7 policy and it would be best for the Council to define that policy before polling the residents.

8

9 [9:38:37 PM](#)

10 **Discussion of secondary water system.**

11 Public Works Director Whiteley presented the Council with graphs that track the levels of the secondary water  
12 reservoirs in the City; the reservoirs are depleted daily, but they are recharged with the exception of the Jensen reservoir that  
13 has not recharged to its full level daily since July 4. Jensen provides twice the amount of water as the other two reservoirs.  
14 The City's problem is not capacity; rather, the problem is lack of water to fill the reservoirs. The bottom line is that the City  
15 currently does not have enough water to supply the current demands on the system.

16 [9:45:21 PM](#)

17 The Council discussed the City's currently water supply, with Councilmember Lisonbee stating that she is hesitant  
18 to make a decision to buy more water if it is not clear that the City actually needs more water. Mr. Whiteley agreed and stated  
19 it may be necessary for staff to research the amount of water shares the City currently owns compared to the amount of  
20 irrigable space in the City. He expounded on the structure of the City's secondary water system and the manner in which the  
21 City's water is delivered to the reservoirs. Councilmember Lisonbee stated that she would like to understand the actual  
22 amount of water the City needs based upon the actual amount of irrigable space and the frequency with which residents  
23 should be watering their landscaped areas. She stated once the Council understands that information it may be easier to  
24 implement mandatory watering schedules and penalties for violation.

25 [9:59:25 PM](#)

1 Councilmember Maughan stated that he feels something needs to be done to educate residents regarding their actual  
2 water needs. Councilmember Gailey agreed and asked if it would be possible to delay charging the secondary system until  
3 later in May instead of the middle of April. The Council discussed this idea and felt it may be possible to delay charging the  
4 system until the end of April or early in May, but waiting until the end of May would be problematic for farmers. Mr.  
5 Whitley stated he will research the logistics of delaying charging the system until later in the growing season.

6 [10:04:50 PM](#)

7 Councilmember Maughan then stated that he would like to develop a policy over the winter months that can be  
8 implemented at the beginning of the water season so that the City is not changing water regulations in the middle of a  
9 growing season. He would like for a watering schedule to become the standard the City follows rather than trying to  
10 implement one mid-summer. Councilmember Gailey agreed.

11 [10:06:36 PM](#)

12 Councilmember Lisonbee added she would like to consider a policy for developments managed by a homeowner's  
13 association (HOA). Some of these types of developments are using so much water that they are flooding developments  
14 adjacent to them, but they are paying much less than other users for secondary water. She feels a lot of water is being wasted  
15 and there may be some opportunities to charge users for the water they actually use.

16 [10:08:50 PM](#)

17 Councilmember Anderson stated she would like for a global watering policy to include information about  
18 xeriscaping options in the City. Councilmember Lisonbee agreed.

19 [10:11:07 PM](#)

20 Mr. Bovero then noted that the City's ordinance currently has language that would allow for enforcement against  
21 wasteful watering. He and Mr. Whiteley then reviewed the history of secondary water system improvement projects dating  
22 back to 2006; the City has been diligently improving the system with impact fee monies paid by developers and residents.  
23 Mr. Bovero reiterated the system is not the problem; it is the amount of water in the system that is causing pressure problems.  
24 High level discussion among the Council continued and the body ultimately concluded to direct staff to investigate the City's  
25 water deficit – if there is one – and the amount of money it would cost to acquire enough water to support the watering  
26 practices currently in place in the City. Mr. Whiteley stated he will look into those issues and asked if the Council would be

1 comfortable with him considering the use of pressure relief valves in the next secondary water system model that will be  
2 performed as the City updates the secondary water impact fee plan. The Council stated they do not want to expend money on  
3 that service if it is easy to deem that pressure relief valves are not needed or would not be helpful.

4 [10:28:52 PM](#)

5 Ray Zaugg stated that through the course of a water season each farmer has a certain amount of water shares to use  
6 to water their crops; they can choose to use or not use their water and if they are not used, the water continues to pass through  
7 the system unused until it eventually reaches the Great Salt Lake. It may be possible for the City to take advantage of water  
8 the farmers are not using for whatever reason. Mr. Whiteley stated that many farmers work together to maximize the amount  
9 of water available to them; when one farmer is not using their allotment of water they communicate its availability to other  
10 farmers. The City has even been the beneficiary of such waste water in the past.

11 [10:31:12 PM](#)

12 Ralph Vaughan stated that it may be a good idea to give credits to developers or homeowners interested in using  
13 xeriscape options. Also, residents should not be allowed to fill their swimming pools with secondary water. He also  
14 suggested that all secondary water connections in new construction be metered and that a percent of existing secondary water  
15 connections be monitored through metering as well. He added if any construction is done in an HOA development, they  
16 should be required to install meters and retrofit their lines since they are the single largest residential users of water. He also  
17 suggested that the City use portable meters that can be loaned to a homeowner and plugged into their system to allow them to  
18 understand how they are doing with their watering when compared to other residents. He suggested that staff be asked to look  
19 into forecasting over the next several years and through buildout; they should be able to predict how many houses will be  
20 built in the City and the secondary water infrastructure that will be needed to store and deliver water for those houses. He  
21 added that the City should be providing residents with information regarding the status of water availability and usage  
22 throughout the season. Additionally, it may be possible to harvest water from detention basins to be used for secondary water  
23 purposes. He then asked two questions: what additional capacity does the City need at 10 years or 20 years in the future as  
24 well as at buildout; and what additional supply infrastructure does the City need to start planning for at those same  
25 checkpoints. He stated buildout is not too far away for the City and he believes the City is ahead of buildout schedule.

26  
27 [10:34:21 PM](#)

1 **Council business.**

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

4  
5

6           The meeting adjourned at [10:37:35 PM](#) p.m.

7

8 \_\_\_\_\_  
9 Terry Palmer  
10 Mayor

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

11  
12 Date approved: \_\_\_\_\_

Minutes of the Syracuse City Council Special Meeting, July 26, 2016

Minutes of the Special meeting of the Syracuse City Council held on July 26, 2016 at 10:37 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 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

[10:37:46 PM](#)

1. Meeting Called to Order/Adopt Agenda

Mayor Palmer called the meeting to order at 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.

[10:37:52 PM](#)

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

[10:38:30 PM](#)

2. Public comments

There were no public comments.

[10:38:33 PM](#)

3. Authorize Administration to award 2016 Road Construction Projects

A staff memo from the Public Works Director explained this project will consist of overlaying approximately 3.67 miles of road throughout the following roads in the City:

- 1                   • 4000 West Street from 2700 South Street to 2200 South Street
- 2                   • Bluff Road from 1700 South Street to 2700 South Street
- 3                   • Bluff Road from 2900 South to Bluff Drive
- 4                   • 2175 South from 2000 West to Allison Way
- 5                   • Allison Way from 1700 South Street to 2328 South
- 6                   • Allison Way from 2700 South Street to 2448 South

7                   Construction will begin as soon as contract documents are in place and will be completed by the fall of 2016. Bids  
8 were opened on July 19, 2016. Five bids were submitted and the low bidder was Staker Parson Companies with a total bid  
9 amount of \$659,244.00. The funding for this project will come from Class C 20-40-70. Staff recommends the contract be  
10 awarded to Staker Parson Companies.

11 [10:38:37 PM](#)

12                   COUNCILMEMBER MAUGHAN MOVED TO AUTHORIZE ADMINISTRATION TO AWARD 2016 ROAD  
13 CONSTRUCTION PROJECTS TO STAKER PARSON COMPANIES. COUNCILMEMBER LISONBEE SECONDED  
14 THE MOTION; ALL VOTED IN FAVOR.

15

16 [10:39:04 PM](#)

17 4. Proposed Resolution R16-38 amending the Syracuse City Personnel  
18 Policies and Procedures Manual.

19                   A staff memo from the City Manager referenced proposed edits to Chapter Three of the Personnel Policies and  
20 Procedures Manual and provided a summary of the changes:

21

- 22                   ○ Removal of language that currently allows the City to promote or consider existing employees for a position  
23 as an alternative to outside recruitment.

24

1                   ○ Clarifies language in the policy that suggests some postings may be internal only, and adds language that  
2                   explicitly states that all positions will be advertised.

3

4                   ○ Establishes a minimum advertising time of 7 days.

5

6                   [10:39:09 PM](#)

7                   Mr. Bovero reviewed his staff memo.

8                   [10:40:10 PM](#)

9                   Councilmember Maughan stated he is supportive of the change because he feels that it is appropriate and best practice  
10                  to advertise all open positions in the City. Councilmember Anderson agreed; the Council owes it to the City to get the best  
11                  employees possible for all employment positions and that can only be done by opening all positions for application by anyone.

12                  [10:41:28 PM](#)

13

14                  COUNCILMEMBER MAUGHAN MADE A MOTION TO ADOPT PROPOSED RESOLTUION R16-38  
15                  AMENDING THE SYRACUSE CITY PERSONNEL POLICIES AND PROCEDURES MANUAL. COUNCILMEMBER  
16                  ANDERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

17

18                  [10:41:50 PM](#)

19                  5. Consideration of adjourning into Closed Executive Session pursuant to  
20                  the provisions of Section 52-4-205 of the Open and Public Meetings Law  
21                  for the purpose of discussing the character, professional competence, or  
22                  physical or mental health of an individual; pending or reasonably imminent  
23                  litigation; or the purchase, exchange, or lease of real property.

24                  COUNCILMEMBER MAUGHAN MADE A MOTION TO CONVENE IN A CLOSED EXECUTIVE SESSION  
25                  PURSUANT TO THE PROVISIONS OF SECTION 52-4-205 OF THE OPEN AND PUBLIC MEETINGS LAW FOR THE

1 PURPOSE OF DISCUSSING THE PURCHASE, EXCHANGE, OR LEASE OR REAL PROPERTY AND PENDING OR  
2 REASONABLY IMMINENT LITIGATION. COUNCILMEMBER ANDERSON SECONDED THE MOTION; ALL  
3 VOTED IN FAVOR.

4 The closed session began at 10:41 p.m.

5 The meeting reconvened at 11:53 p.m.

6

7

8 At 11:53 p.m. COUNCILMEMBER MAUGHAN MADE A MOTION TO ADJOURN. COUNCILMEMBER  
9 GAILEY SECONDED THE MOTION; ALL VOTED IN FAVOR.

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Terry Palmer  
Mayor

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Cassie Z. Brown, CMC  
City Recorder

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

Minutes of the Syracuse City Council Regular Meeting, August 9, 2016

Minutes of the Regular meeting of the Syracuse City Council held on August 9, 2016 at 6:16 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 (participated via electronic means)  
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

6:16:45 PM

1. Meeting Called to Order/Adopt Agenda

Mayor Palmer called the meeting to order at 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 led the audience in the Pledge of Allegiance.

6:19:26 PM

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

6:19:41 PM

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

6:20:07 PM

3. Recognition of former Planning Commissioner TJ Jensen for his years of service

1           A staff memo from the Community and Economic Development (CED) Department explained The Mayor would like  
2 to present TJ Jensen a plaque in appreciation of 6 years of dedicated service to the Syracuse City Planning Commission. Mr.  
3 Jensen and his family are longtime residents of Syracuse and have been involved in many community issues and have served  
4 on different committees over the years.

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

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

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

18 [6:21:01 PM](#)

19           Mayor Palmer read the staff memo for the record.

20

21 [6:23:32 PM](#)

22 4. Presentation by Syracuse Chamber of Commerce recognizing Public  
23 Safety Professionals.

1           Representatives of the Syracuse Chamber of Commerce were in attendance to present Police Chief Atkin and Fire  
2 Chief Froerer with a thin blue line and thin red line flag to be flown at both the Police and Fire Stations, respectively. The flags  
3 symbolize the appreciation the Chamber has for the emergency responders in the community.

4  
5 [6:27:25 PM](#)

6 5. Common consent: Proposed Resolution appointing Robert Williams to  
7 the Emergency Preparedness Committee.

8           An administrative staff memo explained Mayor Palmer has recommended the appointment of Robert Williams to the  
9 Disaster Preparedness Committee to fill a vacancy created by Lee Hammond's resignation. If appointed, Mr. Williams will  
10 complete Mr. Hammond's term, which expires June 30, 2018.

11 [6:27:35 PM](#)

12           Mayor Palmer reviewed the staff memo.

13 [6:28:44 PM](#)

14           COUNCILMEMBER BOLDUC MADE A MOTION TO ADOPT RESOLUTION R16-41 APPOINTING ROBERT  
15 WILLIAMS TO THE EMERGENCY PREPAREDNESS COMMITTEE. COUNCILMEMBER ANDERSON SECONDED  
16 THE MOTION; ALL VOTED IN FAVOR.

17  
18 [6:29:11 PM](#)

19 6. Approval of Minutes:

20           The following minutes were reviewed by the City Council: Work Session of June 28, 2016; Regular Meeting of July  
21 12, 2016; and Special Meeting of July 15, 2016.

22 [6:29:37 PM](#)

23           COUNCILMEMBER MAUGHAN MADE A MOTION TO APPROVE THE MINUTES LISTED ON THE  
24 AGENDA. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

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[6:30:24 PM](#)

7. Public comments

[6:30:36 PM](#)

Heath Rogers stated he is a resident of Syracuse as well as an employee; he has worked for Syracuse for the past 18 years. He is proud to work for the City and loves that he has the opportunity to work in the City he lives in and serve the citizens that he calls his neighbors and friends. Today the City employees were presented with a compensation plan during an all-employee meeting. He stated the purpose of the plan is “to establish a planned approach to ensure that Syracuse City attract the best talent possible and motivates and retains that talent for the overall benefit of the citizens. It is essential that Syracuse City recruits and retains the best possible talent in order to ensure the most efficient use of City resources.” He stated under the current plan, employment positions are benchmarked at the 60<sup>th</sup> percentile; everyone may not be pleased with that, but as they learn about the new proposal they feel the City is taking a step back. Valuable employees will now be benchmarked at the 50<sup>th</sup> percentile. He stated that is in direct conflict with the purpose of the plan; he has a hard time believing it will be possible to recruit and retain the best talent possible if the City is benchmarking at the 50<sup>th</sup> percentile. There are many other issues in the plan and employees are concerned; many of them do not dare to address the Council, but they are very frustrated after attending the all-employee meeting today. He urged the Council to delay a decision on the plan rather than adopting the plan that has been proposed for adoption tonight. He asked that they spend more time developing a plan that places more value on employees City-wide. He then discussed issues specific to the Police Department; an officer was lost to another agency recently and another is in the final stages of deciding whether to move to another agency. His decision will be based on financial issues. The employees of the City have never been asked to be the highest paid employees, but they must be competitive with other cities. The Police Department recently advertised two officer vacancies and only nine people applied; one failed the physical fitness test and five others had issues on their background reports. Only three people were interviewed for two positions. One decided to withdraw so the Department was left with two candidates. He noted that as a part time position he oversees physical fitness for the Police Academy at Weber State University (WSU) and a new class started today; there are only 14 people enrolled compared to over 40 people in the same class five years ago. He stated he considers this a crisis and the proposed plan will be

1 a major setback for what the Police Department has built and continues to build as they grow to keep up with population growth.  
2 He reiterated his recommendation to delay action on the proposed plan and take additional time to develop a plan that is fair  
3 for employees and not a burden on the citizens.

4 [6:35:32 PM](#)

5 TJ Jensen addressed the item on the agenda dealing with yard encroachments; one of his last acts as a Planning  
6 Commissioner was to submit a dissent letter about allowing year yard encroachments less than 25 feet in a R-3 zone. He stated  
7 he feels it is very important to maintain 20 feet of minimum clearance in a year yard for many reasons; reducing the  
8 encroachment to 10 feet will be very troublesome. He stated the main thing he wants to talk about is the Piper Glen Subdivision;  
9 the developer was originally going to rename the street in the subdivision “Piper Glen Court”. He stated he has spoken with  
10 residents and gathered signatures to have the street name changed to Yumada Court; the Yumadas have been residents of  
11 Syracuse since World War Two and they have done many great things for the community. He noted he has spoken with Public  
12 Works Director Whiteley who informed him that the street name has been changed and he feels this is a great honor. He  
13 presented the Council with a list of 47 signatures of people that knew the Yumada family very well and remember them fondly.

14 [6:38:30 PM](#)

15 Shauna Greer stated she is the Human Resources Specialist for the City; she loves working for Syracuse City and the  
16 City has some great employees. She asked that as the Council is considering the compensation plan and making a decision  
17 tonight that they keep in mind the morale of the employees; she knows one of the top priorities of the Council is to provide  
18 quality service to citizens, but if the employees are not happy and morale is low, residents will not be properly taken care of.  
19 Additionally, high turnover could also impact residents and be very costly for the City.

20 [6:40:26 PM](#)

21 Austin Anderson stated he is a Detective Sargent in the Police Department and has been employed with the City for  
22 nine years. Syracuse City has invested a lot of money in training for him and other officers in the Department and many of  
23 them are being recruited by other agencies, but they choose to stay in Syracuse because of the leadership they work for. Today  
24 they were presented with a new compensation plan and he fears it will cause some officers to consider other offers from other  
25 agencies. Adoption of the new plan would be detrimental to the Police Department; as a sergeant he could leave the City and

1 move to another city and be paid for to be a patrolman. Additionally, the new compensation plan indicates that someone  
2 receiving a promotion will only be eligible for a two percent pay increase; that is less than he could get by moving to another  
3 agency and accepting a position with less responsibility. He stated many officers want to be in Syracuse; they are choosing to  
4 be here because of who they work for. He feels that many of the things in the Plan are in conflict with the purpose of the plan  
5 and he asked that the Council use caution and understand the implications of their actions. He stated benchmarking at the 50<sup>th</sup>  
6 percentile is a step backwards. City Manager Bovero did a great job of putting a plan in place where one had not existed before;  
7 the employees felt the City was moving in the right direction, but the new plan halts that movement. He suggested the Council  
8 strive to keep the core employees of the City and work together to make the City a place where everyone wants to come to  
9 work rather than the agency that other agencies recruit from.

10 [6:43:36 PM](#)

11 Colin Handy stated he is a Syracuse resident and the K-9 handler for the Police Department. He stated it is rare that  
12 the Council hear from an employee at his level, but he would like to make it known that many people from other agencies  
13 wonder why Syracuse City employees are staying where they are. His response is that he likes the community, the size of the  
14 Department, the quantity of calls that he handles, and he just likes where he works in general. He has heard the statement that  
15 money is not the most important thing and that is true and that is how he feels, but only to a point because he has a family that  
16 he must take care of and meet certain needs and he and other employees simply want to be paid in a manner that is competitive  
17 with other cities. He saw the proposed plan for the first time today and it is his opinion it is not a good start. He urged the  
18 Council to use caution in considering the plan.

19 [6:46:28 PM](#)

20 Cassie Brown stated that as a Department Head she does not get the opportunity to address the Council in this manner  
21 very often, but she wanted to tell the Council a few things about some of the people that work for Syracuse City. She understands  
22 that the position of City Councilmember is not a full time job and the Councilmembers are not in the office every day to see  
23 what the employees are doing; many of them probably do not know many of the people that work for the City and what exactly  
24 they do for the City. She stated that the people that report to her are amazing women that do a great job for the City; they will  
25 not leave their position with the City – even if she were to tell them that the Council was decreasing pay – because they honestly

1 love their jobs and they are loyal to the City. However, they do a great job for the City; they have been employed with the City  
2 for several years and they bring a wealth of knowledge and experience that allows them to operate the Justice Court smoothly  
3 and without complaint from residents. She stated as their supervisor she would love to be able to go to her employees and say  
4 that the City acknowledges what they are doing repay them for their service; she feels that is not the message they hear when  
5 the listen to conversations held in City Council meetings. She stated she is in a difficult position because she attends all meetings  
6 of the City Council and she knows that the elected officials of the City are doing what they feel is best for the City; that is the  
7 job of the Council and she respects that and feels many employees do as well, but there may just be a disconnect and the  
8 employees would simply like to hear that the Council appreciates them. Many employees are not feeling appreciated right now.  
9 There are many employees that have been with the City for several years; she has been with the City for 10 years and when she  
10 started working here the City was doing great. In 2006 development was on the incline, but shortly after the economic downturn  
11 occurred. It is natural for elected officials to look for ways to reduce the budget and one of the first things that is considered is  
12 employee compensation because it is the largest part of the City's budget. Many employees stuck with the City through those  
13 years, though they lost a lot of great benefits that drew them to their employment with the City in the first place and they  
14 continue to buy in year after year with no real plan in sight. When Mr. Bovero was hired by the City he worked to develop an  
15 employee compensation plan and many employees appreciated that work, but now they feel "the rug is being ripped out from  
16 under them". She concluded that the City has great employees and it means a lot for them to feel the Council appreciates them.

17 [6:49:49 PM](#)

18 Chad Smout stated he is also an employee and citizen. He thanked the Council for their work and willingness to make  
19 difficult decision on behalf of the City. He stated he has worked for the City since he was 14 years old and he has seen it grow;  
20 now he has a young family and he wants to continue to see the City grow to its potential. The City needs to provide quality  
21 services and that is done largely by employees; he has worked with many employees and the City has some great employees  
22 that are very loyal. Over the past several years the economy has gone up and down and the City has done a lot more with less  
23 and the employees have accepted that; however, when an employee is really working hard and doing their best, they would  
24 love to be compensated for that. He stated he would like to see his hard work impact his family as they enjoy the services the  
25 City provides.

1 [6:51:47 PM](#)

2 Matt Jensen stated he has been with the City for two years as a part-time Facilities Maintenance Technician. He has  
3 had many hard jobs in the past where he has felt employees did not care about him; when he first got his job he was very excited  
4 because government is supposed to be very stable, but after one year his hours with the City were reduced. That was a big hit  
5 for him and very concerning. During the employee meeting today he saw the proposal for the new plan and it has him even  
6 more concerned as he questions the future well-being of the employees. He asked that the Council look into it further and  
7 reconsider.

8 [6:53:38 PM](#)

9 Eric Froerer stated he is the Fire Chief of the City. He was unable to attend the employee meeting this afternoon, but  
10 he heard about it from many of his employees. He stated he wished to echo the sentiments that have been spoken about the  
11 compensation plan; it really boils down to being respected, valued, and appreciated and the proposed plans do not offer much  
12 of that to the City employees. Additionally, the current plan includes many different components that can offer benefit to the  
13 employees and many of them are not considered in the plan proposed for adoption tonight. He stated he understands the  
14 Council's desire to vote upon a plan tonight, but there is a lot of disruption in the ranks of employees and it is difficult for them  
15 to focus on their jobs with so many unknown factors. He stated that the current plan was adopted upon just six months ago and  
16 now it is being reconsidered and that shakes the confidence the employees have in the City and they question their value. He  
17 stated he has a great Fire Department and there are great employees across the board and he believes the Council can do better  
18 in considering a plan that possibly includes some of the components of the current plan in the new plan.

19 [6:56:29 PM](#)

20 Councilmember Maughan stated it was his understanding that Plan B was taken off the table and he asked if that plan  
21 was presented to employees today. City Manager Bovero answered no and indicated that the plan included in the Council  
22 packet for consideration tonight is the plan that was presented to employees.

23 [6:57:04 PM](#)

24 Robert Whiteley stated he is the Public Works Director as well as a resident; the reason he is a resident is that he  
25 absolutely loves Syracuse. He is thrilled that he gets to work in the City where he lives as he has a vested interest in taking care

1 of it. He respects the Council for the position they are in and the fact that they must make very difficult decisions. He noted he  
2 is also concerned about the compensation plan; once he began working for the City he gained an understanding of the great  
3 amount of work the City employees do. They are loyal and dedicated and the employees in his Department are top notch and  
4 the City is very fortunate to have such knowledgeable employees. He asked that the Council be very careful in their decision  
5 making regarding employee compensation. The employees believe the proposed plan slows down the potential for any pay  
6 increases or growth and that can be harmful. He stated the Mayor has used the analogy of a three-legged stool in the past;  
7 employees are one of those essential legs that makes the City function.

8 [7:00:15 PM](#)

9 Matt Bolduc stated he would like to address the Council as well as the employees in attendance this evening. For the  
10 last 28 years in one capacity or another he has made his living through the Federal Government, whether as an enlisted employee  
11 of civilian employee of the United States Air Force. He stated he would like to respectfully point out to all employees that they  
12 have not had to deal with a one-percent pay increase per anum for the last eight years; they have not been subject to a three-  
13 month furlough without pay for the last eight years. These things are happening to Federal Employees who are just as good as  
14 the employees the City has. What the City employees are not remembering is that they need to be good stewards of the tax  
15 dollars just as the Federal Government employees must. He addressed the Police Department and stated he understands they  
16 have a hard job; he has taken fire as well and it is very difficult. It is difficult to do that job night in and night out under pressure,  
17 but he asked the Police Officers to take that a step further and go out with the question ‘when am I going to be shot at today’  
18 rather than ‘will I be shot at today’. He compared the compensation of an E1, E2, or E3 position in the military to the  
19 compensation the Police Department receives; the Police in Syracuse are pretty safe. He stated his brother works for the Unified  
20 Police Department in Salt Lake; it is not an easy job and he deals with the worst of the worst day in and day out. He complains  
21 about his compensation, but he also understands there is a finite amount of tax dollars that can go into compensation packages.  
22 He suggested that simply because the compensation plan is changing, that does not mean the City employees are being  
23 disrespected or underappreciated; it simply means the government is trying to take care of the money they have, which is the  
24 Council’s responsibility as the collector of taxes.

25 [7:03:24 PM](#)

1 Erin Behm stated she has been employed with Syracuse for nine years; for the first five years she did not receive any  
2 pay increases, but she stayed with the City. She left a nursing career to become a Police Officer that that resulted in a large pay  
3 cut, but she was doing something she loved. There have been ups and downs, but after today's meeting she saw more employees  
4 disappointed than ever before. The reason for that is that the employees feel the Council does not believe in them; they feel let  
5 down and that the Council believes they are expendable. It was hard for her to see that and it is much harder to stay and decline  
6 offers from other agencies that are very close by. She stated she is unsure what the City will do if five officers were lost in a  
7 week; the City paid for their training and it feels the Council is not valuing that investment.

8 [7:06:27 PM](#)

9 Jody Howell stated she is the Court Clerk Supervisor and has been employed with the City for 18 years; she loves her  
10 job, but she feels the City is going backwards. She would like for the Council to reconsider the plan with a focus on maintaining  
11 the current status rather than moving in the wrong direction.

12 [7:07:27 PM](#)

13 Casey Johnson stated he is also a citizen and employee; he agrees with the comments the City employees has made  
14 and they are going through some tough times right now. A couple of weeks ago he attended his daughter's D.A.R.E. graduation  
15 and at the end of the event all the kids were asked to say what they want to be when they grow up; only one student in the entire  
16 sixth grade said they wanted to be a Police Officer. That was shocking to him; law enforcement has changed and people do not  
17 want to get involved in the profession. The State of Utah changed the retirement benefits for public safety employees and that  
18 has also had an impact on interest in the profession. Given all the hard things the law enforcement community is facing, a better  
19 compensation plan may help the City's employees and he asked that the Council consider that going forward.

20

21 [7:09:37 PM](#)

22 COUNCILMEMBER GAILEY MOVED TO CONSIDER ITEM TWO ON THE AGENDA AT THIS TIME.  
23 COUNCILMEMBER ANDERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

24

25 [7:10:11 PM](#)

1 2. Presentation of the Syracuse City and Wendy’s “Award for Excellence”  
2 to Destynee Vanderstappen and Beau Miller for the month of August 2016.

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

10 Mayor Palmer noted both teens receiving the award for August 2016 were nominated by the staff of Cook Elementary  
11 School.

12 Destynee Vanderstappen:

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

18  
19 Beau Miller:

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

1                    send an e-mail. We are very proud of the hard work Beau did this past school year and believe his  
2                    sportsmanship and academics is worthy of this award.

3

4     [7:15:49 PM](#)

5     \*\*At this time, the Council recessed their meeting and convened in a special RDA meeting. The Council meeting reconvened  
6     at [7:46:00 PM](#) .\*\*

7

8     [7:46:11 PM](#)

9     8. Proposed Ordinance 16-24 adopting the Syracuse Antelope Drive Community  
10    Development Project Area (CDA) Plan.

11                A staff memo from the Community and Economic Development (CED) Department explained the RDA board  
12                conducted a hearing and ultimately approved the Syracuse Antelope Drive CDA. The City Council must also approve the Plan  
13                and designate the plan as the “official community development plan of the project area,” in order to make the CDA effective.  
14                Once the CDA has been adopted by both the RDA and Council, it will become effective. Staff anticipates triggering increment  
15                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  
16                unfamiliar with CDAs that the existence of a CDA does not raise taxes for the properties located within the area or the  
17                community in general. Increment is generated from taxable real and personal property located in the plan area after the base  
18                year (2016), and is transferred to the RDA in order for the RDA to incentivize development through participation and  
19                reimbursement agreements with developers.

20    [7:46:12 PM](#)

21                Mr. Roberts reviewed the staff memo.

22    [7:46:25 PM](#)

1 COUNCILMEMBER MAUGHAN MADE A MOTION TO ADOPT ORDINANCE 16-24 ADOPTING THE  
2 SYRACUSE DRIVE COMMUNITY DEVELOPMENT PROJECT AREA (CDA) PLAN. COUNCILMEMBER BOLDUC  
3 SECONDED THE MOTION.

4  
5 [7:46:51 PM](#)

6 9. Preliminary Subdivision Plat, Jackson Court, located at approximately  
7 1958 S. 2000 W.

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

10 Location:	1958 South 2000 West
11 Current Zoning:	PRD
12 General Plan:	PRD
13 Total Subdivision Area:	5.22 acres

14 This item was tabled by the Planning Commission on July 19, 2016 for the following reasons:

- 15 • The development lacks a direct connection to an arterial.
- 16 • The private road within the development does not have curb, gutter, or sidewalk.
- 17 • The proposed development is intended to be a phase of the Craig Estates development
- 18 • The Planning Commission alleged that private roads are not permitted.
- 19 • The development needs to show additional amenities.
- 20 • The road layout within the development raised concerns about emergency service access.
- 21 • Specific snow removal agreements with the HOA had not been reached.

22 On August 2, 2016 the Planning Commission voted 6 to 1 to recommend that the City Council approve the revised  
23 plans presented during that meeting. Responses to the original reasons for which the item was tabled during the July 19, 2016  
24 meeting are included in this report. These responses are in the format that was presented to the Planning Commission on August  
25 2, 2016. The applicant provided an updated site plan that includes the covered pavilion with seating opposite the grill area in

1 the central common space. There is also a buffer requirement on the northern property line where the project abuts the PO and  
 2 GC zones. This buffer is not included in the plan but the applicant has indicated that it will be included in final phase iterations  
 3 of the subdivision. The applicant has requested approval of a 20 lot preliminary subdivision plat known as Jackson Court in the  
 4 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)	28.3	1.11	20' front and 15' rear yard setback compliant. All units separated by 16'.
Private driveways (20)	11,644	5.1	0.27	All are 20' by 20'.
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% requirements.
Common space	47,841	21.1	1.09	Exceeds minimum 20% requirements and contains amenities.
Total	227,249	100	5.22	None.

5 As is shown, all proposed land areas meet the minimum requirements for the PRD Zone. The applicant has also  
 6 provided a subdivision design document showing the types of housing intended for the development. The home designs are  
 7 similar to those existing in the Craig Estates neighborhood. The landscape plan provided by the applicant shows various trees  
 8 which line the public street and generally border the private road. The ordinance requires that landscaping requires that “The  
 9 aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style  
 10 duplicated throughout the development and shall be in accordance with the Architectural Review Guide.” Trees have been  
 11 provided between each home along the private road and to the rear of the homes to meet this requirement. Entry landscaping  
 12 is provided on proposed berms in the central common area to create an inviting space. Trees have also been provided in this  
 13 space. Existing mature trees are planned to be maintained which will provide shade and aesthetic benefit to the community. A  
 14 covered gathering area with a grill, counter, and outdoor seating is to be provided in the center of the common space. The  
 15 applicant has included an example of what this may look like in the subdivision design document. Staff has also been involved  
 16 in discussions with the applicant and their landscape architect about the types of amenities that will be provided. As landscaping

1 is not considered an amenity, the only amenities are the covered grill area and two benches. During the Planning Commission  
2 meeting on July 19, 2016 the Planning Commission expressed concern about the lack of amenities in the subdivision and cited  
3 this as a reason for tabling the item. The applicant has since submitted an updated plan that shows the addition of an additional  
4 covered pavilion area in the central common area that will house some seating and tables.

5 The applicant has submitted revised plans, additional emergency vehicle access map, and a record of communications with the  
6 Craig Estates HOA to address concerns set forth by the Planning Commission in their motion to table the item in the July 19,  
7 2016 meeting. These documents are included in this report. Staff has also researched the various reasons for continuing the  
8 item and presents the following responses (concerns listed in italics and responses below each statement):

- 9 • *The development lacks a direct connection to an arterial.*

10 SCC 10.75.040(A)(7) “Minimum lot standards” states that “The development design shall include a direct connection  
11 to a major arterial, minor arterial, or major collector roadway.”

12 The only road that abuts the property and falls within the bounds of the Code is 2000 West which is a major arterial.  
13 There is sufficient space to provide a direct connection to 2000 West. This connection may be a private or public road  
14 as permitted in the PRD Zone.

15 SCC 8.10.070 “Relation to adjoining street systems” states the following: “Street access for new subdivisions shall be  
16 established by using the AASHTO Traffic Design Manual calculation of seven and one-half seconds of travel time  
17 between street accesses onto existing roadways (which calculated would be 385 feet at 35 mph) unless otherwise  
18 recommended by the Planning Commission. The street arrangement must be such as to cause no unnecessary hardship  
19 to owners of adjoining property when they plat their land and seek to provide for convenient access to it. Where, in  
20 the opinion of the Planning Commission, it is desirable to provide for street access to adjoining property, proposed  
21 streets shall be extended by dedication to the boundary of such property. Half streets along the boundary of land  
22 proposed for subdivision will not be permitted.”

23 The speed limit on 2000 West where it abuts the proposed development is 35 miles per hour. Using the AASHTO  
24 standard, the City Code establishes a minimum separation of 385 feet for new intersections. When measuring south  
25 from 1900 South (shown in red below) and north from 2025 South (shown in blue below), there is no point where the

1 proposed subdivision fronts 2000 West where an intersection may occur that would meet the AASHTO standard. As  
2 such, a public street access may not occur from the proposed development to 2000 West without a recommendation  
3 from the Planning Commission.

4 The speed limit on Craig Lane is 25 miles per hour which requires a minimum separation of 275 feet between  
5 intersections (shown in yellow below). The intersection created by 2060 South has a separation distance which  
6 approximately overlaps the frontage of the property. Again, a street access may be provided here with a  
7 recommendation by the Planning Commission.

8 The applicant has expressed that they would be willing to provide access to 2000 West if necessary. However, staff  
9 has also included text in the draft development agreement that would require a traffic study for Craig Lane between  
10 the proposed development access and 2000 West, requiring road widening or other mitigation requirements along  
11 Craig Lane if a significant traffic impact were predicted.

12 It is the prerogative of the Planning Commission to recommend that the development access 2000 West. It is also the  
13 prerogative of the City Council to approve the development accessing Craig Lane. Due to the AASHTO standard cited  
14 in the City Code showing the proximity of 1900 South and 2050 South, and the heavy use of 2000 West, Staff  
15 recommends that the property be accessed from Craig Lane.

16 SCC Section 8.15.010 "Design Standards" Subsection (N) reads: Private streets shall only be permitted in PRD and  
17 cluster subdivisions. Private streets shall meet the minimum construction standards established for publicly dedicated  
18 streets with the standard right-of-way requirement. Pavement widths less than 35 feet may be permitted, when the  
19 private street ties into a minor collector street or greater, and does not terminate in a cul-de-sac. Private streets shall  
20 be perpetually maintained by a professionally managed homeowners' association as established within an approved  
21 development agreement. The purpose of a private street is not to provide a street which is substandard in construction  
22 to public streets, but one that allows for private gated access and maintenance for the exclusive use and benefit of the  
23 residents residing on said private street.

24 The section of this Code stating that "Private streets shall meet the minimum construction standards established for  
25 publicly dedicated streets with the standard right-of-way requirement." and "Pavement widths less than 35 feet may

1 be permitted, when the private street ties into a minor collector street or greater, and does not terminate in a cul-de-  
2 sac.” verify this statement. The private street may not be narrower than 35 feet as Craig Lane is not a minor collector  
3 street or greater and a standard cross-section must be utilized.

- 4 • *The proposed development is intended to be a phase of the Craig Estates development .*

5 Some mention was made in the meeting that a rezone of Craig Estates to PRD would be required to include the  
6 proposed development as a phase of Craig Estates. There is no current precedent for this or is there a City or State  
7 Code that requires it. An example of multi-zoned phasing that has been approved by the City recently is Keller  
8 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-  
9 2 Zone are both residential zones, just as the R-2 and R-3 Zones which underlie the Keller Crossing subdivision,  
10 requiring Craig Estates to be rezoned to include the proposed subdivision as a phase or add-on would be inconsistent.

- 11 • *The Planning Commission alleged that private roads are not permitted.*

12 As stated above in SCC 8.15.010, private roads are permitted in the PRD Zone.

- 13 • *The development needs to show additional amenities.*

14 The applicant has included an additional pavilion with 4 tables across the sidewalk that bisects the central open space  
15 of the development. All other amenities remain the same. As there are no explicit requirements for the type, size, or  
16 number of amenities within the City Code, the determination of whether what the applicant has provided on the  
17 updated plan remains to be determined by the Planning Commission and City Council.

- 18 • *The road layout within the development raised concerns about emergency service access.*

19 The applicant has provided a map showing the design track for a fire truck. The tracks are contained within the paved  
20 area of the private road.

- 21 • *Specific snow removal agreements with the HOA had not been reached.*

22 The applicant has provided documentation indicating the specifics of snow removal agreements with the HOA of  
23 Craig Estates. Fire hydrants have also been moved to accommodate for snow storage at the end of each projecting leg  
24 of the private drive.

25 The memo concluded all other requirements of the PRD Zone are met by this development.

1 [7:47:12 PM](#)

2 CED Director Mellor reviewed the staff memo.

3 [7:50:08 PM](#)

4 Councilmember Maughan stated he has serious concerns about this development; he attended the last Planning  
5 Commission meeting during which the project was discussed and three different Planning Commissioners indicated that the project  
6 does not comply with the City Code; however, they felt it was a good use of space and they voted to recommend approval and he is  
7 disappointed in that. He stated the Planning Commission is charged with upholding the City Code. He is very concerned about the  
8 requirement for arterial access and he does not feel the current plan provides arterial access as the developer is requesting that the  
9 trail be considered arterial access. He added when the developer came to the City Council to discuss the potential rezone of their  
10 property in order to facilitate this development and the Council asked the developer directly if they were willing to meet the City  
11 Code for PRD developments and the developer answered yes; however, they have moved in the opposite direction and all the  
12 concerns that were expressed about assigning PRD zoning to the property have been ignored. He stated he cannot support the project  
13 tonight and feels that it must go 'back to the drawing board'.

14 [7:53:09 PM](#)

15 The Council engaged in discussion about the concerns and responses to those concerns as listed in the staff report with a  
16 continued focus on arterial access to the property. Additionally, Councilmember Bolduc stated her greatest concern is allowing a  
17 private drive to serve 18-homes and the type of precedence that would set for future development in the City.

18 [8:00:10 PM](#)

19 Mayor Palmer stated he agrees with concerns expressed about the width of the road running through the development; he  
20 would like to understand if emergency response vehicles will be able to serve the project given the width of the road. Fire Chief  
21 Froerer indicated the width of the road meets the International Fire Code (IFC) minimum requirements and the drawing includes  
22 the turn-around radius for a fire truck. He noted the Fire Marshall would not recommend approval of a project that does not meet  
23 IFC requirements. Councilmember Maughan stated that he understands that the project meets IFC minimum requirements, but he  
24 is still concerned about safety and the ability of a fire truck to navigate the road if a vehicle or even a bicycle were parked on one  
25 side of the road.

1 [8:03:52 PM](#)

2 Discussion then briefly centered on storm drainage from the project, after which Councilmember Lisonbee expressed her  
3 concern about the lack of parking for the development; there are 12 total parking spaces for 20 homes and there will frequently be  
4 on-street parking, which could negatively impact a fire truck or ambulance's ability to access the home of someone who may be  
5 having an emergency event. She indicated she cannot support a project that would potentially result in placing a resident's life at  
6 risk.

7 [8:05:56 PM](#)

8 Mr. Roberts noted this is an administrative decision and it is important to allow the applicant to address the body and the  
9 concerns they have expressed; additionally, if the Council is going to deny the application, they must cite specific code provisions.

10 [8:06:51 PM](#)

11 The Council continued their discussion of the concerns raised in the staff memo, with a continued focus on arterial access  
12 to the development and the safety concerns associated with allowing an ingress/egress point from the development onto 2000 West.

13 [8:26:53 PM](#)

14 Mayor Palmer invited the applicant to address the concerns raised by the Council. Mike Waite and Troy Barber approached  
15 and expressed their desire to provide a safe, quality development on the subject property. Mr. Barber indicated that he feels the only  
16 facet of the development that may not be 100 percent compliant with City Code is the access to the property from 2000 West;  
17 however, it is his opinion that creating an access point onto 2000 West would be very dangerous and he chose to provide access to  
18 the development from Craig Lane because it is safer and a better decision for the City. He concluded that if the Council refuses to  
19 grant approval of the plan because of the lack of an access onto 2000 West, he will alter the plan and provide an access onto 2000  
20 West because it will ultimately allow for him to maximize his profit on the project. He added the Fire Department has indicated that  
21 the road throughout the development meets City Code and IFC relative to width. Councilmember Maughan stated he prefers the  
22 access to the project be from Craig Lane, but he is concerned about allowing a private drive to serve the number of homes in the  
23 development. Councilmember Lisonbee agreed and noted that she is hesitant to approve a development with a road so narrow that  
24 it would not be passable by a fire truck or ambulance if vehicles were parked on either side of the road. Mr. Barber stated if the road  
25 is dangerous he does not want to build it, but the Fire Department has indicated the road meets IFC minimum standards. Discussion

1 then centered on the road width and options for addressing concerns expressed by the Council by widening the road to 35-feet in  
2 width. This led to discussion about ongoing maintenance of the road if it is a private road rather than a public road. Councilmember  
3 Maughan stated he does not want the City to eventually assume responsibility for a road that the City does not want or cannot  
4 maintain. Mayor Palmer stated that the City can refuse acceptance of ownership of the road. Mr. Barber stated that he is willing to  
5 build a 35-foot road, but leave it is a private road that will be maintained by the HOA rather than the City. Discussion centered on  
6 other developments in the City that are served by private drives or private roads, after which Mr. Barber indicated that if he is to be  
7 required to provide a 35-foot public road, it will be necessary to redesign the entire development.

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

9 The Council thanked Mr. Waite and Mr. Barber for their comments and continued their discussion of concerns relative to  
10 access to the project and the width of the private drive. Councilmember Maughan stated he is willing to table the item and would  
11 like the Council to review the comments made by the Planning Commissioners who expressed their concerns that the project does  
12 not fully comply with City Code. Councilmember Anderson stated she is willing to do that. Mr. Mellor stated that the staff report  
13 provides a detailed summary of the concerns expressed by the Planning Commission and staff has provided a response to each of  
14 those concerns. The Council offered staff direction for items to investigate in order to continue review and discussion of the project  
15 during the next work session meeting.

16 [9:03:21 PM](#)

17 COUNCILMEMBER BOLDUC MOVED TO TABLE CONSIDERATION OF PRELIMINARY SUBDIVISION  
18 PLAT APPROVAL FOR JACKSON COURT SUBDIVISION, LOCATED AT APPROXIMATELY 1958 S. 2000 W.  
19 COUNCILMEMBER ANDERSON SECONDED THE MOTION; ALL VOTED IN FAVOR, WITH THE EXCEPTION OF  
20 COUNCILMEMBER GAILEY WHO VOTED IN OPPOSITION.

21 [9:03:42 PM](#)

22 Councilmember Anderson stated she supported the motion to table because the City Attorney has indicated the Council  
23 must have legal grounds for denying an application and she would like additional time to research the projects compliance with  
24 the City Code. Councilmember Maughan stated that he is still concerned about the lack of an arterial access point.

25 [9:05:54 PM](#)

1 Mr. Roberts noted that if the applicant would like to submit a response to the concerns expressed this evening they are  
2 welcome to do so and such response will be made part of the record of the next meeting.

3 [9:07:17 PM](#)

4 Councilmember Gailey noted he does not see any problems with the development as designed and he agrees that an  
5 access point onto 2000 West would cause safety issues.

6

7 [9:08:04 PM](#)

8 10. Final Subdivision Approval, Laurelwood Subdivision, located at  
9 approximately 870 S. 1600 W.

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

12	Location:	870 S. 1600 W.
13	Current Zoning:	R-2
14	General Plan:	R-2
15	Total Subdivision Area:	5.14 acres

16 The Planning Commission recommended that the City Council approve the final plat known as Laurelwood Lane  
17 Phase 2 with the following condition:

18 1. All lots shall meet the minimum lot width requirement in the R-2 Zone.

19 The applicant has provided an updated plat which meets this condition. The applicant has requested approval of a 15  
20 lot subdivision phase known as Laurelwood Lane Subdivision Phase 2 in the R-2 Zone. The dimensions of these lots are as  
21 follows:

Lot	Zone	Lot Size (R-2 10,000 Sq. Ft. Min.)	Lot Width (R-2 85 Ft. Min.)	Existing Structures to 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-2	10,970	97	None

206	R-2	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

1 As is shown, all proposed lots meet the minimum lot dimension requirements in the R-2 Zone.

2 [9:08:21 PM](#)

3 CED Director Mellor reviewed the staff memo.

4 [9:08:40 PM](#)

5 Councilmember Maughan stated the subject property is somewhat challenging and he applauds the developer for the  
6 manner in which they designed the project to ensure compliance with City Code.

7 [9:09:28 PM](#)

8 COUNCILMEMBER GAILEY MOVED TO GRANT FINAL SUBDIVISION PLAT APPROVAL FOR  
9 LAURELWOOD SUBDIVISION, LOCATED AT APPROXIMATELY 870 S. 1600 W. COUNCILMEMBER ANDERSON  
10 SECONDED THE MOTION; ALL VOTED IN FAVOR.

11

12 [9:09:54 PM](#)

13 11. Public Hearing: Proposed Resolution 16-40 updating and amending  
14 the Syracuse City Consolidated Fee Schedule by making adjustments  
15 throughout.

16 A staff memo from the Finance Director explained staff periodically reviews and recommends changes to the  
17 consolidated fee schedule. City Administration is recommending the following changes outlined in red in Exhibit A to the  
18 resolution. These changes include:

- 19
- Split the sewer fee into two components:

- 1                   ▪    NDSB Sewer Disposal Fee - \$18.50 (increase \$3.00 in July 2016)
- 2                   ▪    Syracuse Sewer Maintenance Fee - \$5.30
- 3                   •    Updated other fees as follows:
  - 4                   ▪    Public safety impact fee - residential = \$192.00
  - 5                   ▪    Public safety impact fee - commercial = \$0.14 per square ft. of building
  - 6                   ▪    Excess Sewer Fee for commercial businesses = \$1.85 per 1,000 gallons of water use over 5,500
  - 7                   gallons.

8    [9:10:51 PM](#)

9                   Mr. Marshall reviewed his staff memo.

10   [9:11:00 PM](#)

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

12   [9:11:20 PM](#)

13                  COUNCILMEMBER GAILEY MOVED TO ADOPT RESOLUTION 16-40 UPDATING AND AMENDING THE  
14    SYRACUSE CITY CONSOLIDATED FEE SCHEDULE BY MAKING ADJUSTMENTS THROUGHOUT.  
15    COUNCILMEBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

16   [9:12:07 PM](#)

17                  Councilmember Lisonbee asked if the public safety impact fees were adjusted based on an analysis of the fees charged by  
18    other cities. Mr. Marshall answered no and stated the fee recommendations came directly from the City's Public Safety Impact Fee  
19    Analysis document.

21   [9:12:39 PM](#)

22    12. Proposed Ordinance 16-21 amending Section 10.40.030 of the  
23    Syracuse City Municipal Code pertaining to onsite parking.

1 A staff memo from the City Attorney explained the memo is accompanied by two versions of the proposed ordinance:  
2 the one staff and the Council analyzed at their July 26, 2016 Work Meeting, and a version which has been modified in light of  
3 the comments received at that meeting. The second is a version which incorporates comments received during the July 26,  
4 2016 City Council meeting. It is the only one which is accompanied by Ordinance language. The memo reviewed the  
5 differences between the two versions:

- 6 - Subsection (2) is now split into two categories:
  - 7 o Areas zoned other than Residential or Agricultural are required to improve any areas used for parking
  - 8 o Undeveloped parcels within the Residential or Agricultural zones may have vehicles parked thereon, so long  
9 as the owner keeps vegetation down to 6”
- 10 - Subsection (3) – Struck the words “by the Planning Commission”
- 11 - Subsection (4) – Added sentence which expressly notes that this section will not prohibit the use of semi-circle, pull-  
12 through or hammerhead driveways, which are required in certain circumstances by other provisions of City code (if a  
13 residential property is developed along collectors or arterials).
- 14 - Subsection (5) – Removes requirement that vehicles parked in side yards be at least 20’ from the right-of-way
- 15 - Subsection (6) – Changed “tractors” to “vehicles or equipment”
- 16 - Subsection (6) – Added R-1 zones as a zone in which farm equipment kept for agricultural use may be parked on any  
17 yard area, including front yards
- 18 - Subsection (7) – Added subsection number to orphan paragraph
- 19 - Subsection (7) – Added language which permits one restoration permit at a time for each licensed driver who resides  
20 at the residence

21 [9:12:49 PM](#)

22 Mr. Roberts reviewed the staff memo.

23 [9:13:36 PM](#)

1 COUNCILMEMBER MAUGHAN MOVED TO ADOPT ORDINANCE 16-21 AMENDING SECTION 10.40.030  
2 OF THE SYRACUSE CITY MUNICIPAL CODE PERTAINING TO ONSITE PARKING. COUNCILMEMBER GAILEY  
3 SECONDED THE MOTION; ALL VOTED IN FAVOR.

4

5 [9:14:01 PM](#)

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

8 A staff memo from the Community and Economic Development (CED) Department explained recent review of home  
9 plans has raised concern about restrictions in our ordinance relating to cantilevered floors, roofs, and other yard encroachments.

10 The first section of Code that has presented issues is:

11 10.30.050.C.1 Chimneys, bay windows, sills, lintels, cantilevers, or other ornamental features may project not more  
12 than 24 inches into required front, rear, and side yard spaces, provided they are not more than eight feet in width. This  
13 title prohibits side yard encroachments within cluster subdivisions with side yard setbacks less than seven feet, and in  
14 no instance shall the side yard distance between two structures be less than 10 feet.

15 This has been an issue for developers as many times cantilevered floors are wider than 8 feet. It's likely that this code  
16 was only meant to apply to bay windows and other similar features and as such, would be sufficient, however it continues to  
17 be an issue as homes built to setback lines become more and more common.

18 The next section of code that has caused concern is:

19 10.30.050.2 Unsupported cornices, eaves, gutters, and terraces may project 10 feet into any required front, rear, or  
20 side yard. Uncovered porches and decks may project 10 feet into any required front or rear yard.

21 The final section of Code is:

22 10.30.050.C.3 Attached covered decks and patios may encroach into rear yards provided the total covered patio width  
23 does not exceed 33 percent of the total length of the principal structure to which it will attach and it does not extend  
24 closer than 20 feet to the required rear yard line.

1 Since the rear setback in the R-3 Zone is 20 feet, this code does not allow covered deck/patio encroachments into the  
2 rear setback of the zone. This may have been intentional and is not a significant concern to staff, but has been of concern to  
3 developers trying to include covered decks/patios in the R-3 Zone.

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

13 [9:14:05 PM](#)

14 CED Director Mellor reviewed the staff memo.

15 [9:15:39 PM](#)

16 COUNCILMEMBER MAUGHAN MOVED TO ADOPT ORDINANCE 16-23 AMENDING SECTION  
17 10.30.050(C) OF THE SYRACUSE CITY MUNICIPAL CODE RELATED TO YARD ENCROACHMENTS.  
18 COUNCILMEMBER ANDERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

19  
20 [9:16:05 PM](#)

21 14. Proposed Resolution 16-39 adopting the Employee Recruitment and  
22 Retention Policy and Fiscal Year 2017 Employee Compensation Plan.

23 A staff memo from the City Manager explained that pursuant to previous discussions with the Council, attached is the  
24 latest draft policy on the agenda for adoption. On July 28, the draft was sent to the Council via email for comment or suggested  
25 edits. No suggested edits were submitted. The attached draft shows the changes made to 'Plan A', as discussed at the July 26

1 work session. One minor detail that remains is the dollar amount to be budgeted for the Public Safety and Public Works  
2 Certificate Advancement Program.

3 [9:16:24 PM](#)

4 Mr. Bovero reviewed his staff memo.

5 [9:17:50 PM](#)

6 Councilmember Maughan stated he would like the record to reflect that he does not support the plan that has been  
7 included in the packet for adoption this evening.

8 [9:18:20 PM](#)

9 Councilmember Lisonbee stated that she met with Mr. Bovero to discuss some changes that needed to be made to the  
10 Plan and those changes may be the reason for some of the confusion about the implications of the plan. She responded to the  
11 comments made by City employees that the plan seems to be a step backwards and argued that it in some ways that may be  
12 true, but in some ways it is false from policy considerations.

13 [9:19:15 PM](#)

14 COUNCILMEMBER LISONBEE MOVED TO TABLE CONSIDERATION OF PROPOSED RESOLUTION R16-  
15 39 ADOPTING THE EMPLOYEE RECRUITMENT AND RETENTION POLICY AND FISCAL YEAR 2017 EMPLOYEE  
16 COMPENSATION PLAN. COUNCILMEMBER GAILEY SECONDED THE MOTION.

17 [9:19:54 PM](#)

18 Councilmember Maughan stated that the Council indicated previously that a plan would be put in place by tonight.  
19 Councilmember Anderson stated that is correct, but that was a Council imposed deadline. In conversations she has had with  
20 employees, they have indicated they would prefer the Council lift that deadline in order to spend additional time to develop a  
21 quality plan. Councilmember Maughan agrees with that sentiment, but he wondered if it is necessary to put another plan in  
22 place in the meantime. Mr. Bovero stated the City does have a current policy, but funding for some components of that policy  
23 has been frozen and those monies will remain frozen until further action by the Council. Councilmember Maughan asked the  
24 Council if they are willing to consider leaving the current plan in place for the current fiscal year with a plan to spend a

1 significant amount of time over the course of the year to develop a new plan. Councilmember Gailey asked if that would entail  
2 un-freezing money set aside for certain components of the plan. Councilmember Maughan answered yes. Councilmember  
3 Bolduc stated she is not in favor of that. Councilmember Lisonbee added that during the last meeting where the proposed plan  
4 was reviewed, a majority of Councilmembers supported it and she would prefer to continue working with the proposed plan to  
5 make improvements rather than discarding it at this point. She feels that the Council can spend a couple of weeks responding  
6 to the comments made by the employees this evening. Mayor Palmer stated that he can support that direction forward.

7 [9:25:05 PM](#)

8 The Council and staff engaged in brief discussion regarding the implications of continuing forward with no plan in  
9 place. Mr. Bovero noted that discussions regarding things like career advancement increases and other benefits can continue in  
10 order for definitive information to be provided to the employees. Councilmember Lisonbee stated she would like for those  
11 issues to be fleshed out during a work session meeting.

12 [9:27:37 PM](#)

13 Councilmember Bolduc noted that both plans considered by the Council, Plan A presented by Councilmembers Bolduc  
14 and Lisonbee and Plan B presented by Councilmember Maughan, called for benchmarking at the 50<sup>th</sup> percentile so that is one  
15 component of a plan that had the full support of the Council. Councilmember Maughan contended his plan indicated that  
16 employees could not be benchmarked at less than the 50<sup>th</sup> percentile; that number was in no way the maximum benchmarking  
17 level.

18 [9:29:07 PM](#)

19 Mayor Palmer asked that Councilmember Bolduc provide the entire Council with the research she has conducted  
20 relative to benchmarking practices in other communities so that the body can come to the meeting fully prepared to discuss the  
21 basis for the plan.

22 [9:31:27 PM](#)

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

1 [9:31:37 PM](#)

2 15. Public comments

3 [9:31:51 PM](#)

4 TJ Jensen addressed the discussion that the Council had regarding the Jackson Court PRD; he noted the Planning  
5 Commission has recommended amendments to the City's PRD ordinance and he is concerned that the Jackson Court project is  
6 being considered while those ordinance changes are pending. He believes it would benefit all parties to gain a clear  
7 understanding of the proposed ordinance amendments before the project is considered any further.

8 [9:33:02 PM](#)

9 Ralph Vaughan stated he attended the Planning Commission meeting where the Jackson Court PRD was discussed  
10 and the Chairman voted in opposition to the plan because of a single, fatal flaw in the project design. He referenced an overhead  
11 color photo of the subject property that illustrates stopping distances for various types of roads based upon speed and critical  
12 speed (the 85 percentile of the actual speed people drive through a 35 mile per hour zone). One line on the photo indicates that  
13 there is not sufficient stopping distance at Craig Lane per ASHTO standards.

14 [9:35:30 PM](#)

15 Pat Zaugg stated she sent the Council an email regarding concerns she has about a development that is being  
16 considered in Syracuse. She has been told by several reliable people that a new zone is being considered for the development  
17 and she has great concerns about the lot sizes contemplated in that zone. She has been told that lot sizes would range from  
18 3,500 square feet to 10,000 square feet. She noted she was a member of the General Plan Committee, which recommended that  
19 the smallest lot size in the City be 8,000 square feet unless the property is an R-1 Cluster development. She stated that if the  
20 3,500 square foot minimum is approved it would be possible to build two homes on a lot the size of the City's minimum lot  
21 size. She has two sons that live in Woodside Homes and one of them lives in the development that has been referenced as an  
22 example of the type of development that will be built in Syracuse. The larger homes in that development are not located on the  
23 smaller lots and the smaller homes were not displayed. She acknowledged smaller lot sizes on the Ski Lakes development, but  
24 the Council previously acknowledged they did not want something like that project to occur again in the City as the developer  
25 took advantage of loopholes in the R-1 Cluster zone. She encouraged the Council to prevent that from happening again and she

1 pleaded with the Council to reconsider the lot sizes. The subject property is very close to a freeway site and she asked if the  
2 City really wants people driving through Syracuse and seeing a development of that caliber. She then noted one thing her  
3 husband wanted to mention is possibly removing the bike lane on 700 South; it is going to be problematic with construction of  
4 the homes in Monterey Estates.

5 [9:39:04 PM](#)

6 Fire Chief Froerer thanked the Council for their willingness to take another look at the compensation plan. He stated  
7 he also wished to respond to Mr. Bolduc's earlier comments. He stated that Mr. Bolduc indicated the Federal Government only  
8 offered one percent pay increases for a number of years and his response to that is 'shame on the Federal Government' for not  
9 keeping pace with competition. He stated the employees are not asking the Council to do anything fiscally irresponsible;  
10 somehow there must be a common ground between fiscal responsibility, competition, and fairness. All the employees are asking  
11 is to be paid competitively with their peers in neighboring cities like Clearfield, Clinton, Layton, Kaysville, and Farmington.  
12 He stated City employees are not Federal Government employees; the Federal Government has a different compensation plan  
13 with different benefits and they should not be compared to City employees.

14 [9:40:29 PM](#)

15 Matt Bolduc stated "with all due respect, Chief, you don't know what you are talking about". He suggested the Chief  
16 wants to compare Syracuse to Clearfield, Layton, and Kaysville, but each of those cities has a larger population than Syracuse  
17 and, therefore, a larger tax base. He stated it would be necessary to increase taxes to increase the tax base in Syracuse in order  
18 to pay employees what their counterparts in those other cities are made. He noted government is a zero sum game, whether it  
19 is at the local level or the Federal Government; the government cannot make a profit and the money to fund the City must come  
20 from somewhere. The citizens have charged the Council to make those decisions for them. Everyone has the freedom of choice  
21 to choose where they work; one officer indicated she chose to give up a career in nursing at a higher salary to be a Police  
22 Officer in Syracuse. She knew what she was doing and that she did it because she had the opportunity to do something she  
23 loved. There is give and take and he understands the Council's desire to save money and keep people because they are the best  
24 and brightest, but if someone decides to become a government employee they need to understand they will not always be the

1 top compensated person and competitive. If the City employees want to be paid at the same level as Salt Lake City, that is not  
2 possible because that city has more citizens. He stated it is necessary to compare apples to apples.

3

4 [9:43:08 PM](#)

5 16. Councilmember reports.

6 At each meeting the Councilmembers provide reports regarding the meetings and events they have participated in  
7 since the last City Council meeting. Councilmember Maughan's report began at [9:43:34 PM](#). He was followed by  
8 Councilmembers Maughan, Gailey, Anderson, and Bolduc. Councilmember Lisonbee indicated she had nothing to report.

9

10 [9:55:37 PM](#)

11 17. Mayor's Report.

12 Mayor Palmer's report began at [9:55:42 PM](#).

13

14 [9:56:22 PM](#)

15 18. City Manager report

16 City Manager Bovero's report began at [9:56:26 PM](#).

17

18 [10:05:46 PM](#)

19 19. Consideration of adjourning into Closed Executive Session pursuant  
20 to the provisions of Section 52-4-205 of the Open and Public Meetings  
21 Law for the purpose of discussing the character, professional competence,  
22 or physical or mental health of an individual; pending or reasonably  
23 imminent litigation; or the purchase, exchange, or lease of real property  
24 (roll call vote).

1 [10:05:48 PM](#)

2 COUNCILMEMBER MAUGHAN MADE A MOTION TO CONVENE IN A CLOSED EXECUTIVE SESSION  
3 PURSUANT TO THE PROVISIONS OF SECTION 52-4-205 OF THE OPEN AND PUBLIC MEETINGS LAW FOR THE  
4 PURPOSE OF DISCUSSING THE PURCHASE, EXCHANGE, OR LEASE OR REAL PROPERTY AND PENDING OR  
5 REASONABLY IMMINENT LITIGATION. COUNCILMEMBER ANDERSON SECONDED THE MOTION; ALL  
6 VOTED IN FAVOR.

7 The closed session began at 10:05 p.m.

8 The meeting reconvened at 10:55 p.m.

9

10

11 At 10:55 p.m. COUNCILMEMBER MAUGHAN MADE A MOTION TO ADJOURN. COUNCILMEMBER  
12 ANDERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

13

14

15

16

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17 Terry Palmer  
18 Mayor

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Cassie Z. Brown, CMC  
City Recorder

19

20

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

Minutes of the Syracuse City Redevelopment Agency Special Meeting, August 9, 2016.

Minutes of the Special Meeting of the Syracuse City Redevelopment Agency held on August 9, 2016, at 7:15 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 (participated via electronic means)  
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

7:16:12 PM

1. Meeting Called to Order/Adopt Agenda

Mayor Palmer called the meeting to order at 7:16:19 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.

7:16:28 PM

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

7:16:37 PM

2. Approval of Minutes:

The following minutes were reviewed by the Board: Special Meeting of July 12, 2016.

7:16:50 PM

BOARDMEMBER MAUGHAN MADE A MOTION TO APPROVE THE MINUTES LISTED ON THE AGENDA AS AMENDED. BOARDMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

7:17:13 PM

1 3. Public Hearing: Resolution RDA16-04 Approving the Syracuse  
2 Antelope Drive Community Development Project Area.

3 A staff memo from the Community and Economic Development (CED) Department explained the Redevelopment  
4 Agency has scheduled a hearing to consider adopting the Syracuse Antelope Drive Community Development Project.

5 During the hearing, state law requires that the RDA take public comment on the plan regarding whether the plan  
6 should be revised, approved, or rejected, and to receive all written and oral objections to the plan. *See* Utah Code Ann. §  
7 17C-4-102(1)(d). Written objections, if any, will be provided during the hearing.

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

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

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

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

21 7:17:26 PM

22 CED Director Mellor reviewed the staff memo.

23 7:25:19 PM

24 Boardmember Maughan asked how the Board can be asked to act upon interlocal agreements that have not yet been  
25 approved by other agencies. Mr. Mellor stated that one of the parties must be the first to act upon the agreement; the Davis  
26 County School District is the only other party that has not yet acted upon the agreement and if they are to make any changes  
27 to what the City has approved, an updated agreement would be brought before the RDA Board for further consideration.

28 7:27:51 PM

1 Mayor Palmer opened the public hearing.

2 [7:28:13 PM](#)

3 Devon Dahl stated he is from Fountain Valley, California and he has a Master's Degree in Governmental  
4 Administration and he has some concerns about this issue. In California, Redevelopment Agencies have been shut down after  
5 they were found to be very corrupt and that RDAs were taking tremendous amount of money to subsidize projects for their  
6 friends. The City of Westminster was essentially funding all public safety efforts in their City through their RDA without  
7 putting new money back into the fund to help bring new businesses into the City and help it grow. He stated his family owns  
8 property within the proposed CDA boundary; his father died in 1971 and over the past 40 years the property has been zoned  
9 commercial though no commercial property has been sold or developed on that road in the past 45 years. He has paid  
10 commercial taxes on the property for that time knowing there was no opportunity to develop it for commercial purposes. The  
11 property has been listed for sale, but it has been useless because no party has been willing to pay more than \$7.00 per square  
12 foot. He is concerned that RDAs have been deemed corrupt and declared bankruptcy in California and that same situation  
13 may occur in Utah eventually. He has much experience in this field and is worried about cities being in very serious  
14 problematic situations.

15 [7:33:23 PM](#)

16 TJ Jensen stated there is an RDA directly north of the project to be included in the CDA; it encompasses Smith's  
17 and he wondered why that RDA is not being extended to include this property.

18 [7:34:02 PM](#)

19 Ralph Vaughan stated he is a former resident of San Diego County in California; he was on the Planning  
20 Commission there and he worked through several different RDA and CDA projects. The area has a showcase RDA project,  
21 which was a complete redevelopment of the 37-acre downtown area in the City of Vista; it is generating a lot of money  
22 because a good RDA was put in place. From what he has read about this proposed CDA, he believes it is very strong. There  
23 are some horror stories coming out of California, but there are also some stellar success stories as well and he believes the  
24 City of Syracuse stands to benefit greatly from the creation of this CDA.

25 [7:35:33 PM](#)

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

27 [7:35:40 PM](#)

1 Mr. Mellor addressed Mr. Jensen's question; he noted that redevelopment areas have been eliminated and the only  
2 tools Redevelopment Agencies now have are CDAs, Urban Renewal Areas (URA), and Economic Development Areas  
3 (EDA). As of next month, CDAs will also be eliminated. He briefly reviewed the rules of each type of RDA tool, after which  
4 he noted that the City does not have the ability to retroactively add property to an existing RDA; this would be problematic  
5 from the standpoint of tax increment collection as well. He then addressed Mr. Dahl's concerns and noted that the City  
6 cannot use CDA funds for public purposes; the City cannot even use tax increment to construct a public building. The  
7 situations in California have been problematic, but it is his understanding that the laws governing RDAs in California were  
8 not well written. He noted all communities throughout the State of Utah use these types of development tools; if the Board  
9 wants to bring a daytime population into the City to increase tax revenue, these tools must be employed. The City is at a  
10 competitive disadvantage due to its distance from Interstate-15. He noted that the zoning of Mr. Dahl's property will not be  
11 changed and the CDA will only increase the likelihood of the property being developed.

12 [7:40:05 PM](#)

13 Boardmember Maughan added that the Board must approve the expenditure of any funds generated within the CDA.  
14 Mr. Mellor stated that is correct and noted that all agreements and expenditures must be publicly noticed. He added that for  
15 large employers to be eligible for State incentives, the City in which they are wishing to locate must also have RDA tools  
16 available to them.

17 [7:41:42 PM](#)

18 Boardmember Lisonbee stated that the Utah State Legislature has been very careful in their consideration of RDA  
19 law with the goal of eliminating some of the loopholes that existed in California law that led to corruption. The Utah laws are  
20 much stronger than those that were in place in California. She added that the CDA will help the property owners along the  
21 Antelope Drive corridor to be able to develop quicker and in a better fashion.

22 [7:42:39 PM](#)

23 BOARDMEMBER MAUGHAN MADE A MOTION TO ADOPT RESOLUTION RDA16-04 APPROVING THE  
24 SYRACUSE ANTELOPE DRIVE COMMUNITY DEVELOPMENT PROJECT AREA (CDA). BOARDMEMBER  
25 GAILEY SECONDED THE MOTION; ALL VOTED IN FAVOR.

26  
27 [7:43:15 PM](#)

1 4. Proposed Resolution RDA16-05 Approving Interlocal Agreement  
2 between Syracuse City Redevelopment Agency and Davis County.

3 [7:43:24 PM](#)

4 BOARDMEMBER MAUGHAN MADE A MOTION TO ADOPT RESOLUTION RDA16-05 APPROVING  
5 INTERLOCAL AGREEMENT BETWEEN SYRACUSE CITY REDEVELOPMENT AGENCY AND DAVIS COUNTY.  
6 BOARDMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

7  
8 [7:43:42 PM](#)

9 5. Proposed Resolution RDA16-06 Approving Interlocal Agreement  
10 between Syracuse City Redevelopment Agency and Davis School  
11 District.

12 [7:43:50 PM](#)

13 BOARDMEMBER MAUGHAN MADE A MOTION TO ADOPT RESOLUTION RDA16-06 APPROVING  
14 INTERLOCAL AGREEMENT BETWEEN SYRACUSE CITY REDEVELOPMENT AGENCY AND DAVIS SCHOOL  
15 DISTRICT. BOARDMEMBER ANDERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

16  
17 [7:44:10 PM](#)

18 6. Proposed Resolution RDA16-07 Approving Interlocal Agreement  
19 between Syracuse City Redevelopment Agency and Mosquito  
20 Abatement District – Davis.

21 [7:44:17 PM](#)

22 BOARDMEMBER MAUGHAN MADE A MOTION TO ADOPT RESOLUTION RDA16-07 APPROVING  
23 INTERLOCAL AGREEMENT BETWEEN SYRACUSE CITY REDEVELOPMENT AGENCY AND MOSQUITO  
24 ABATEMENT DISTRICT-DAVIS. BOARDMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

25  
26 [7:44:37 PM](#)

1 7. Proposed Resolution RDA16-08 Approving Interlocal Agreement  
2 between Syracuse City Redevelopment Agency and North Davis Sewer  
3 District.

4 [7:44:48 PM](#)

5 BOARDMEMBER MAUGHAN MADE A MOTION TO ADOPT RESOLUTION RDA16-08 APPROVING  
6 INTERLOCAL AGREEMENT BETWEEN SYRACUSE CITY REDEVELOPMENT AGENCY AND NORTH DAVIS  
7 SCHOOL DISTRICT. BOARDMEMBER ANDERSON SECONDED THE MOTION; ALL VOTED IN FAVOR.

8

9 [7:45:06 PM](#)

10 8. Proposed Resolution RDA16-09 Approving Interlocal Agreement  
11 between Syracuse City Redevelopment Agency and Weber-Basin Water  
12 Conservancy District.

13 [7:45:17 PM](#)

14 BOARDMEMBER MAUGHAN MADE A MOTION TO ADOPT RESOLUTION RDA16-09 APPROVING  
15 INTERLOCAL AGREEMENT BETWEEN SYRACUSE CITY REDEVELOPMENT AGENCY AND WEBER BASIN  
16 WATER CONSERVANCY DISTRICT. BOARDMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN  
17 FAVOR.

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20 At [7:45:38 PM](#) p.m. BOARDMEMBER MAUGHAN MADE A MOTION TO ADJOURN. BOARDMEMBER  
21 BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

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25 Terry Palmer  
26 Mayor

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Cassie Z. Brown, CMC  
City Recorder

27  
28 Date approved: \_\_\_\_\_



# CITY COUNCIL REGULAR MEETING AGENDA

September 13th, 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 Brigham Mellor CED Director.

Location:	1958 South 2000 West
Current Zoning:	PRD
General Plan:	PRD
Total Subdivision Area:	5.22 Acres

### ***Summary***

#### ***Progress update Sept 7<sup>th</sup> 2016-***

In the August 23rd Work Session the City Council Requested the following:

- Widen the trail connection from 2000 W to 8 feet
- Place a trail through the common space to the south of the development for public access.
- Clearly mark amenities on the plat
- Place language in the Development Agreement that specifically states that the developer must construct the private drive to at city standard that will be verified through core sample tests reviewed by the Syracuse PW department.
- One side of the private drive shall be clearly marked no parking and called out on the plat.

The amended Development Agreement and Preliminary Plat include these changes required by the council and are attached to this document.

### ***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:

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:

***Past staff report for reference:***

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'. 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.

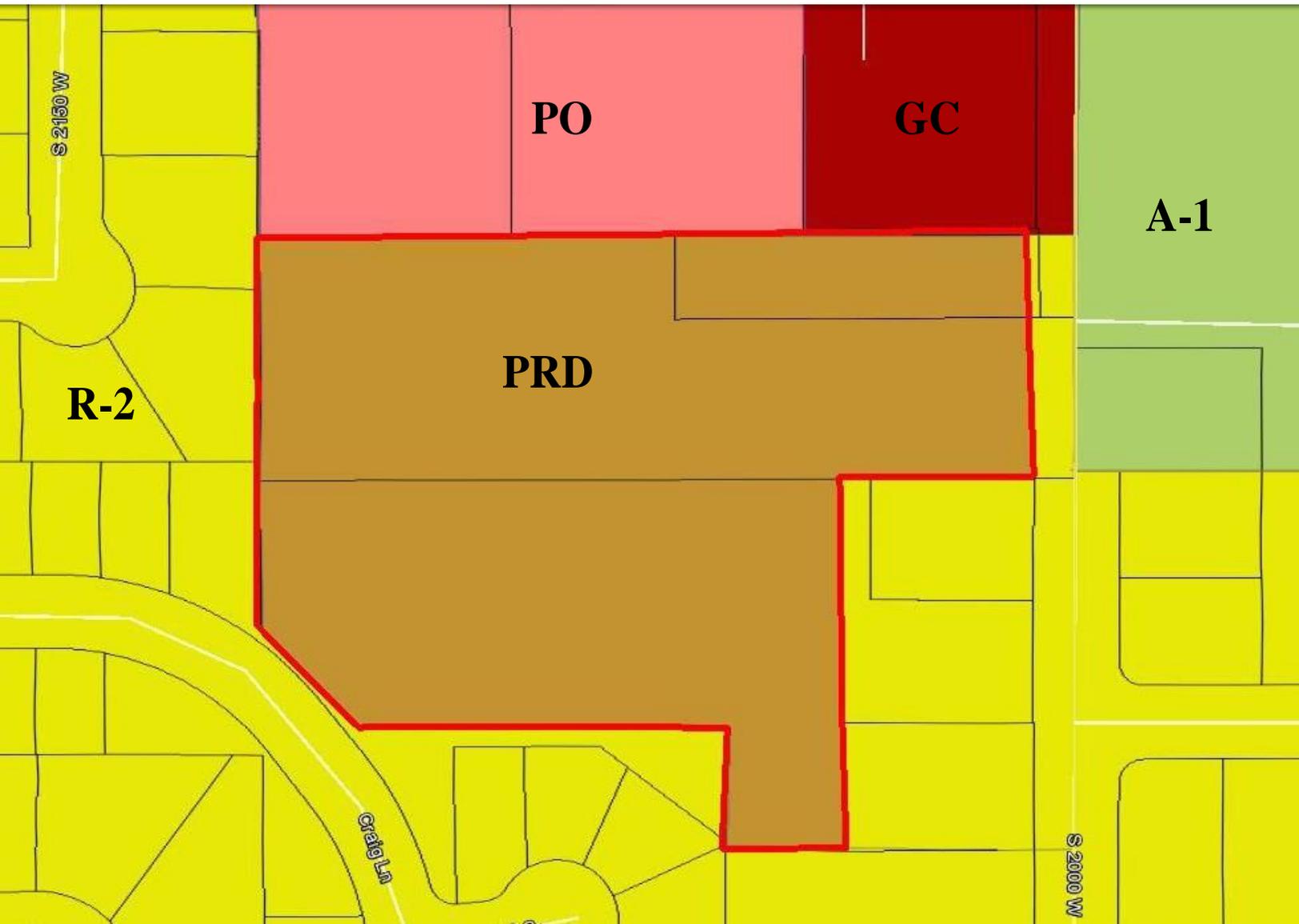
All other requirements of the PRD Zone are met by this development.

***Attachments:***

- Aerial Map
- Zoning Map
- Subdivision Plat
- PRD zoning ordinance
- Preliminary subdivision review ordinance
- Development Document
- Staff Reviews
- Theme Board
- Truck Turning Radii



**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

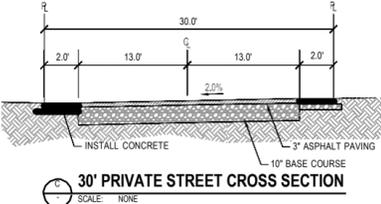
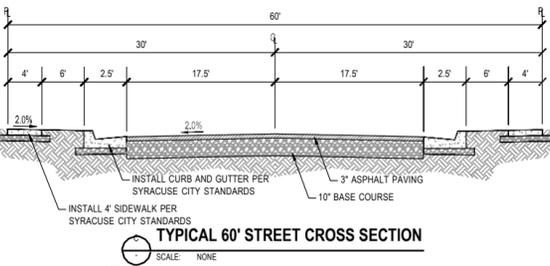
LAND USE TABLE			
USE	AREA IN SQ.FT.	PERCENTAGE OF TOTAL	ACRES
PRIVATE UNITS (20)	48,339	21.3	1.11
PRIVATE DRIVEWAY	11,664	5.1	0.27
PRIVATE ROAD	31,722	14.0	0.73
PUBLIC STREET	15,902	7.0	0.37
OPEN SPACE	71,781	31.6	1.65
COMMON AREA OPEN SPACE	47,841	21.1	1.09
TOTAL PARCEL	227,249	100.0	5.22

**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.

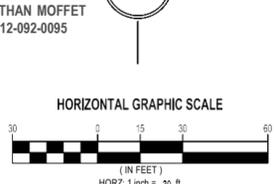
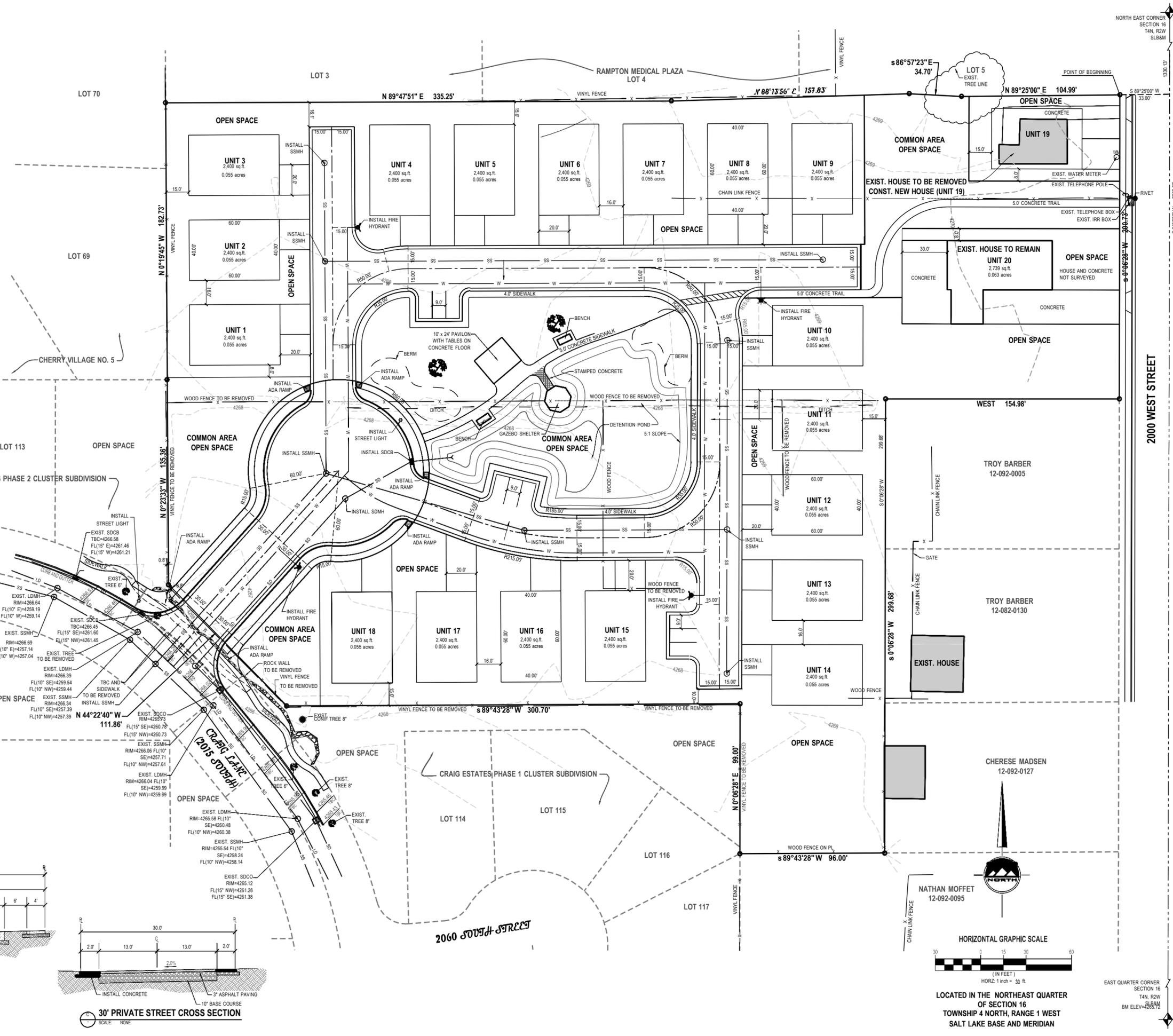
**Total Parcel Description**  
Beginning at the Southeast Corner of Lot 5, Rampton Medical Plaza at a point on the west line of 2000 West Street, said point being South 0°06'28" West 1330.13 feet along the section line and South 89°25'00" West 33.00 feet from the Northeast Corner of Section 16, Township 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°22'47" 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°23'33" West 135.36 feet along the east line to the Northeast Corner of Craig Estates Phase 1 Cluster Subdivision, also being the Southeast Corner of Cherry Village Subdivision No. 5;  
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°13'56" 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			
Time (min)	i (in/hr) (100 yr storm)	Runoff to Basin (cf)	Required Storage (cf)
5	6.84	3,113	2,919
10	5.16	4,697	4,308
15	4.28	5,844	5,261
30	2.88	7,865	6,699
60	1.78	9,722	7,391
120	1.00	10,923	6,261
180	0.68	11,196	4,204
360	0.37	12,125	13,985 (1,861)
720	0.22	14,582	27,971 (13,388)
1440	0.12	16,057	55,941 (39,884)
Required Detention:			7,391



**NOTES:**  
1. ROAD BASE REQUIRED 6" PAST EDGE OF SIDEWALK AND CURB AND GUTTER.  
2. ALL MATERIALS TO BE COMPACTED TO 95% OF MAXIMUM DRY DENSITY.  
3. 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



**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**

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 STR I T  
SYRACUSE, UTAH

**PRELIMINARY PLAT**

PROJECT NUMBER: L2363  
PRINT DATE: 8/3/16  
DRAWN BY: A.SHELBY  
CHECKED BY: K.RUSSELL  
PROJECT MANAGER: K.RUSSELL

**LANDSCAPE PLAN**



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## **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

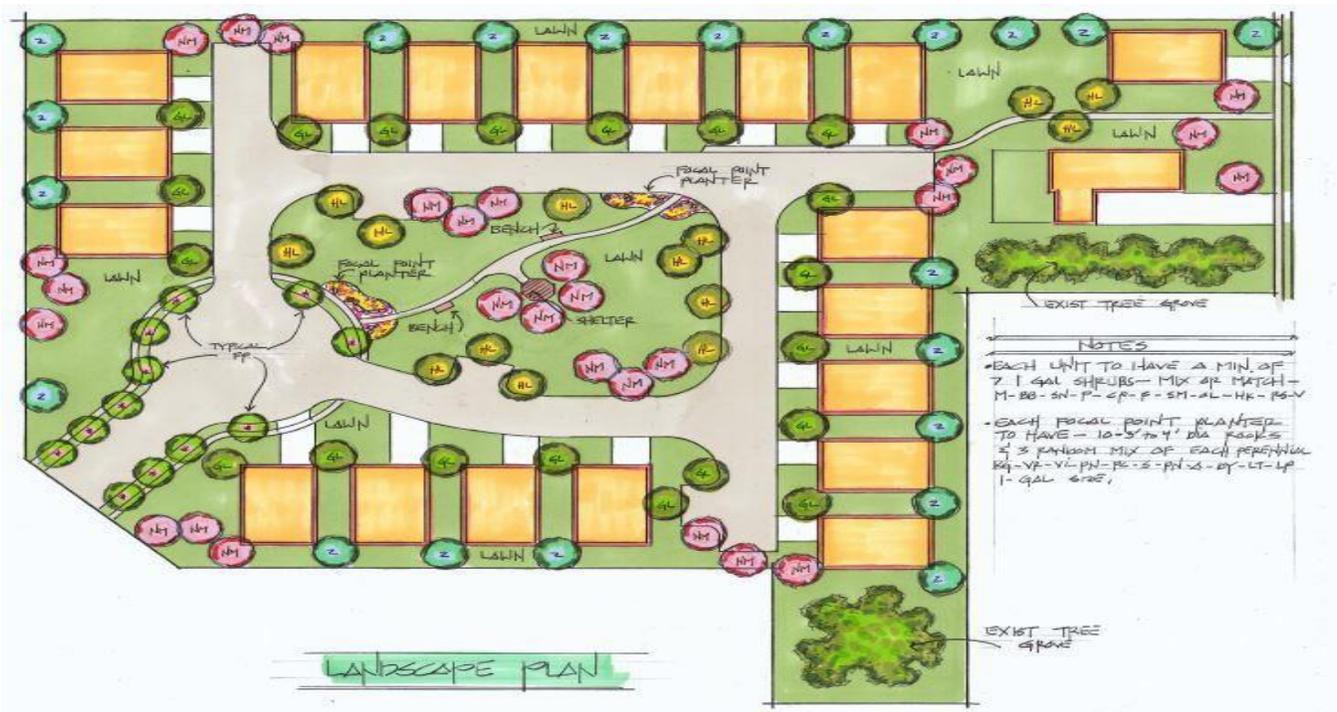


This layout is designed to allow residents of this development to benefit from a common space that they can stroll around as well as enjoy each other's company. We hope that this becomes an extension of their home by providing amenities that all can appreciate and utilize.

## 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.



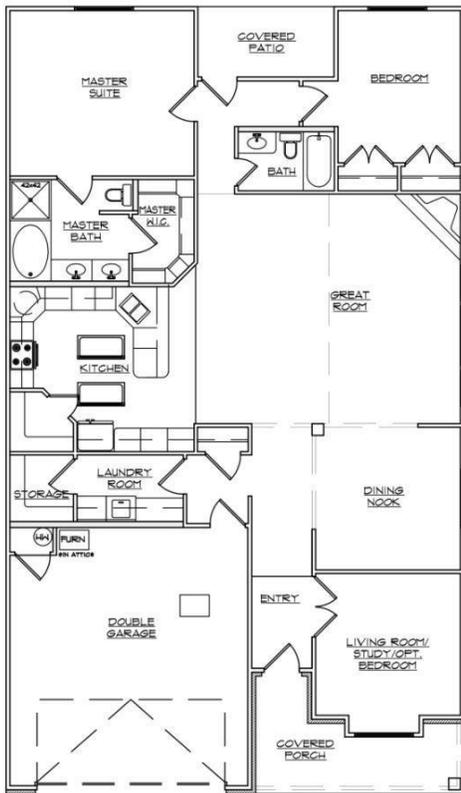
The berm areas in the common space will contain shrubs and bushes that are flowering at certain times of the year. They will be beautiful throughout the year.

# HOME PLANS

## Cloverdale



FRONT ELEVATION



MAIN LEVEL FLOOR PLAN

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



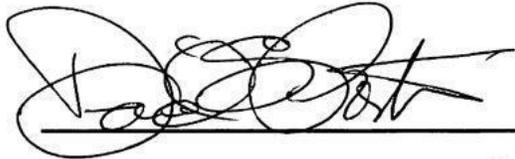
This community will be marketed to 55+ home buyers, but will be accepting of all buyers. The homes will be one level and have easy access to every room in the house.

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.

**1.1 "Assessments"** shall have the meaning assigned to it in Article VIII herein.

**1.2 "Association"** shall mean and refer to Craig Estates Homeowners Association, Inc., (HOA) a Utah non-profit corporation, its successors and assigns.

**1.3 "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.

**1.4 "Common Area"** shall mean all real property (including the improvements thereon) owned by the HOA for the common use and enjoyment of the Owners.

**1.5 "Common Expense"** shall have the meaning assigned to it in Section 8.04(a) herein.

**1.6 "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.

**1.7 "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.

**1.8 "Lien"** shall have the meaning assigned to it in Section 9.03.2 herein.

**1.9 "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**

**2.1 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.

### **2.2 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.

**2.3 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.

**2.4 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.

**2.5 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

## **Barber Development**

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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.)

### **2.7 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.

**2.8 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**

**3.1 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.

**3.2 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.

**3.3 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.

**3.4 No Partition.** The Association shall own the Common Areas, and no Owner may bring any action for partition thereof.

**3.5 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.

**3.6 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.

**3.7 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.

**3.8 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

**4.1 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.

**4.2 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.

**4.3 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

## **Barber Development**

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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.**

**5.1 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.

**5.2 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.

**5.3 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.

**5.4 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.

**5.5 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.

**5.6 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

**6.1 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.

**6.2 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.

**6.3 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.

**6.4 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.

## **Barber Development**

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**6.5 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**

**7.1 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.

**7.2 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.

**7.3 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.

**7.4 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.

**7.5 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.

**7.6 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.

**7.7 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.

**7.8 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

**8.1 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.

**8.2 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.

**8.3 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.

**8.4 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.

**8.5 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.

**8.6 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.

**8.7 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.

**8.8 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.

**9.1 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.

**9.2 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.

**9.3 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**

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**10.1 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.

**10.2 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.

**10.3 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.

**10.4 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.

**10.5 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.

**10.6 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.

**10.7 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**

**11.1 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.

**11.2 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,

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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.

**11.3 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.

**11.4 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.

**11.5 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.

**11.6 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**

**12.1 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.

**12.2 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.

**12.3 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.

**12.4 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

**13.1 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.

**13.2 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.

**13.3 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.

**13.4 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**

**14.1 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.

**14.2 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.

**14.3 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.

**14.4 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.

**14.5 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.

**14.6 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.

**14.7 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**

**15.1 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.

**15.2 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

**Barber Development**

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.

**15.3 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.

**15.4 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.

**15.5 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.

**15.6 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.

**15.7 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) _____

**Barber Development**

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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.

## Barber Development

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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  $\frac{3}{4}$  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.
- (c) Residents owning trailers, boats, trucks (larger than  $\frac{3}{4}$  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**



**SYRACUSE**  
EST. CITY 1935

## **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. 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

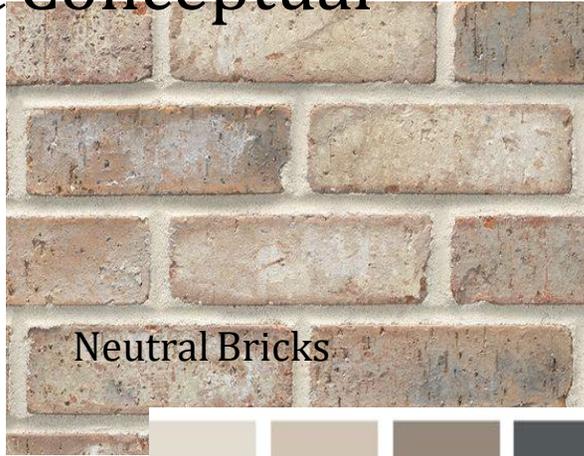
I have reviewed the preliminary plan submitted for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

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 ½" 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

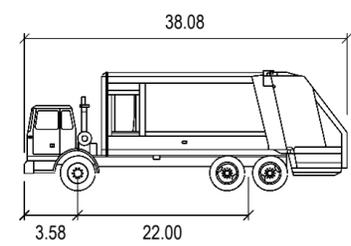
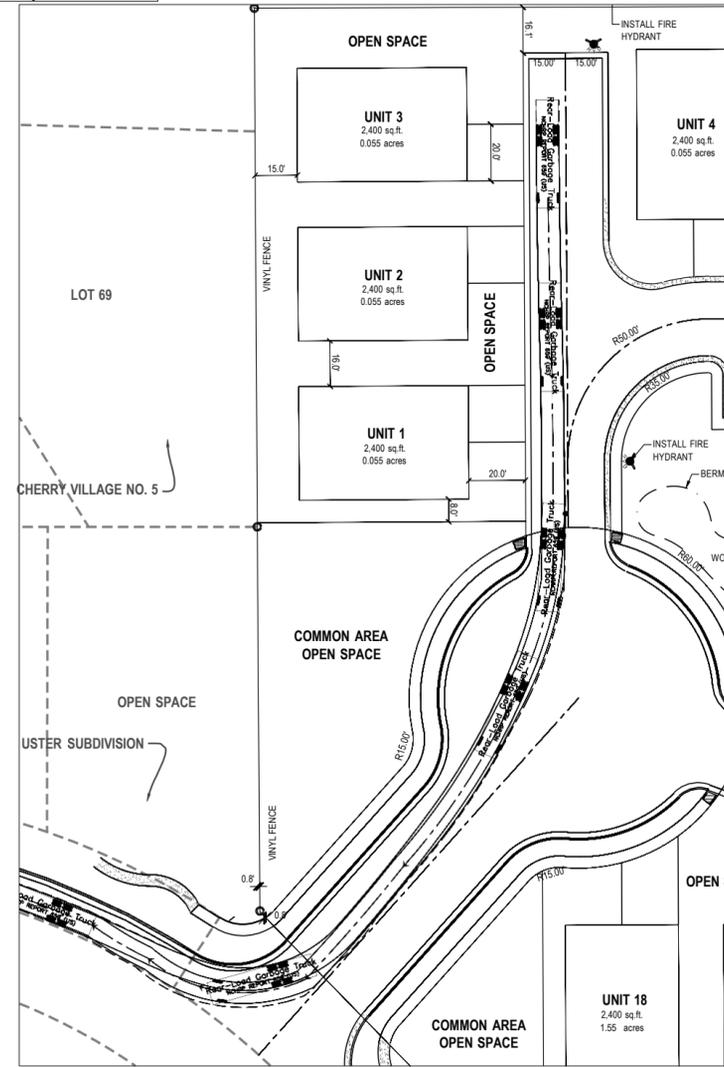
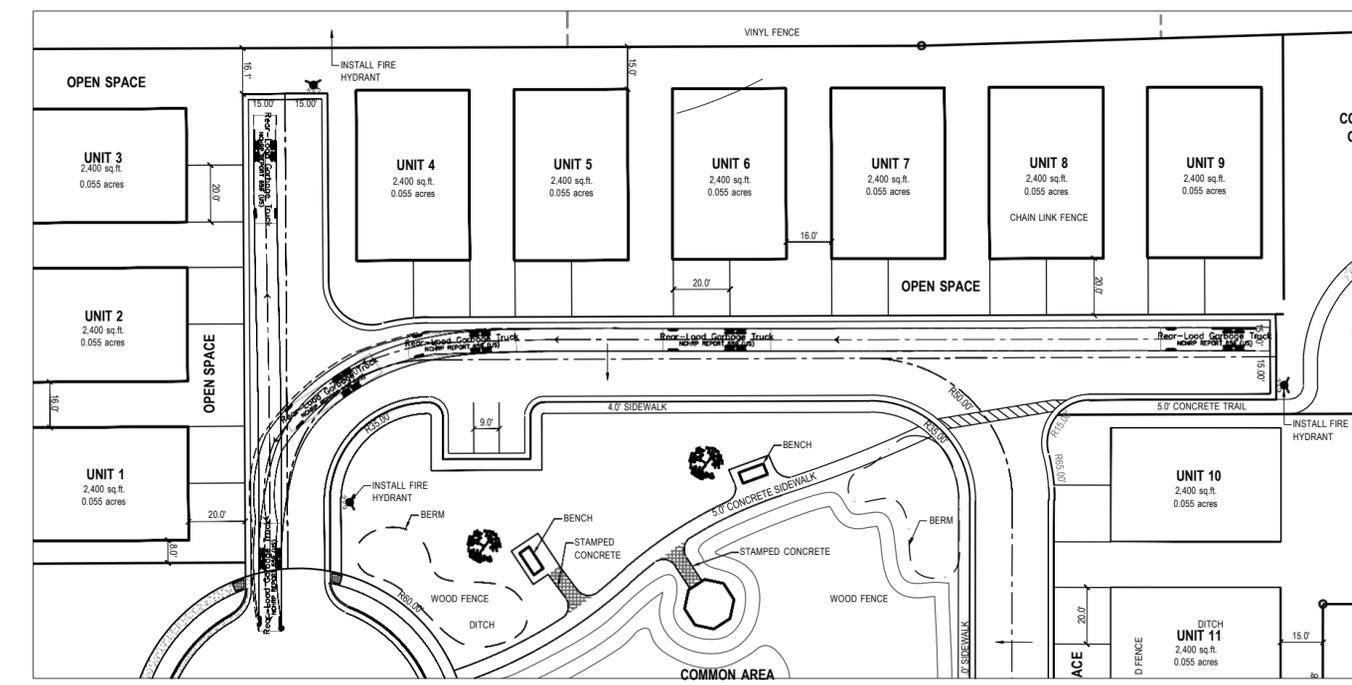
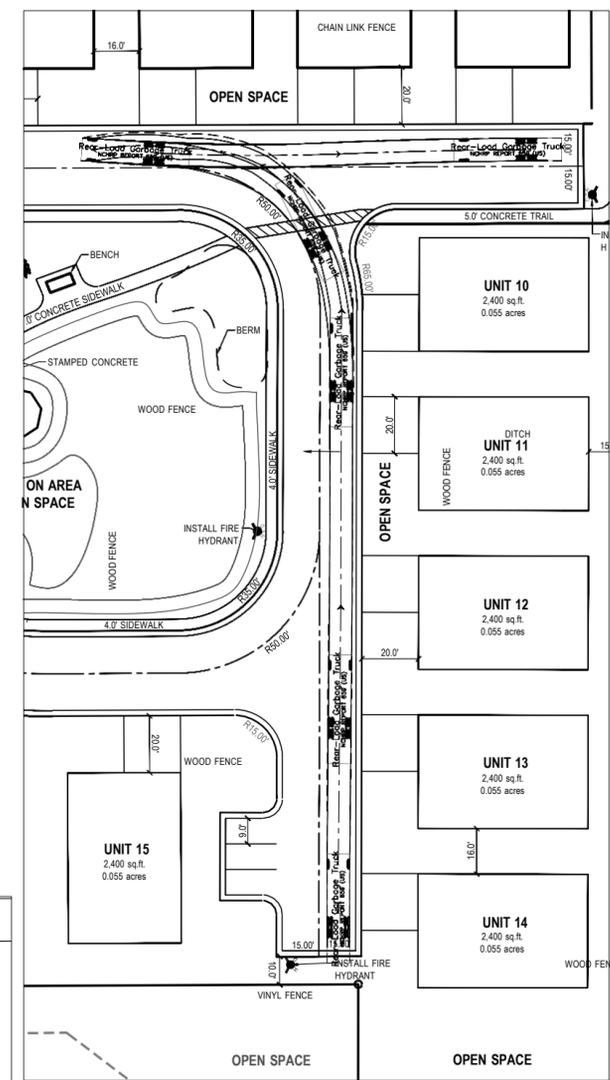
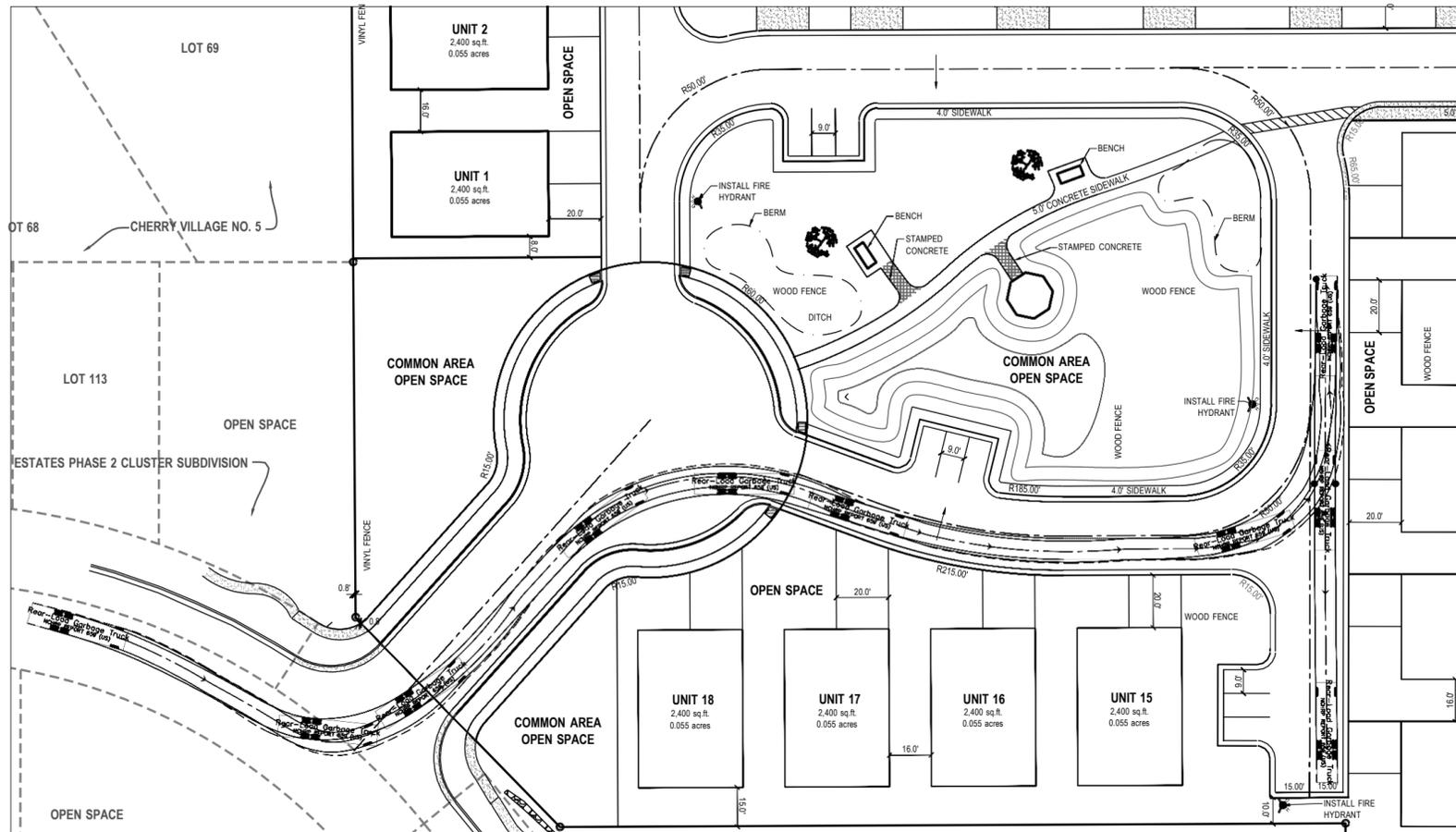


This may be a community that is a first in Utah and be completely powered by solar.

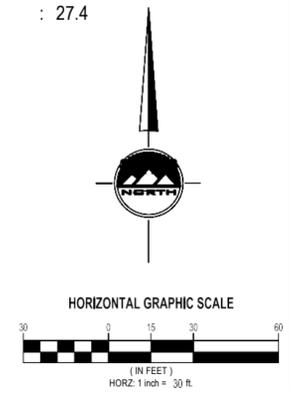
Shutters and decorative posts



## TRUCK TURNING RADII



**Rear-Load Garbage Truck**  
feet  
Width : 8.00  
Track : 8.00  
Lock to Lock Time : 6.0  
Steering Angle : 27.4

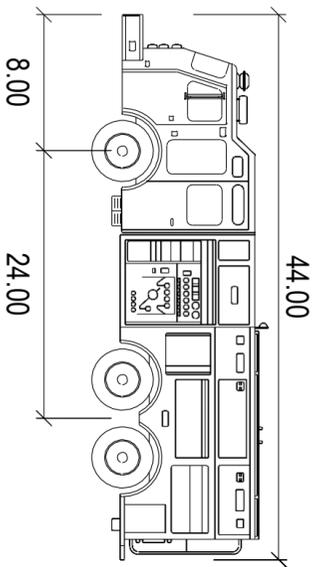


**FNSIGN**  
THE STANDARD IN ENGINEERING

TROY BARBER  
301 SOUTH 205 WEST  
SYRACUSE, UTAH 84778  
TROY BARBER

JACKSON COURT CONC  
1100 SOU H 200 W  
SYRACUSE

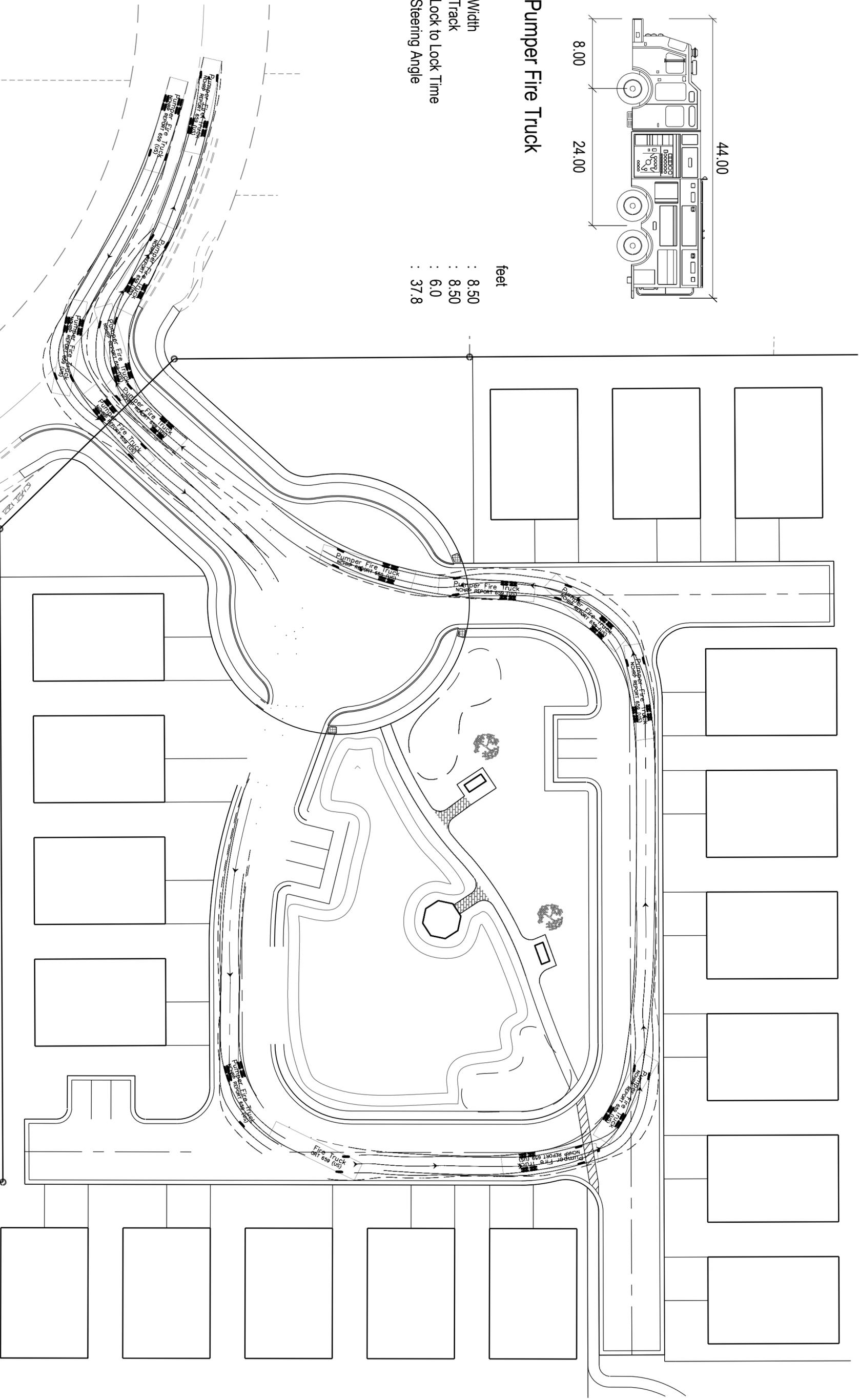
1002 7/22/16  
A. BERRY C. J. SELL  
C. RUSSELL



**Pumper Fire Truck**

Width  
Track  
Lock to Lock Time  
Steering Angle

feet  
: 8.50  
: 8.50  
: 6.0  
: 37.8



**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

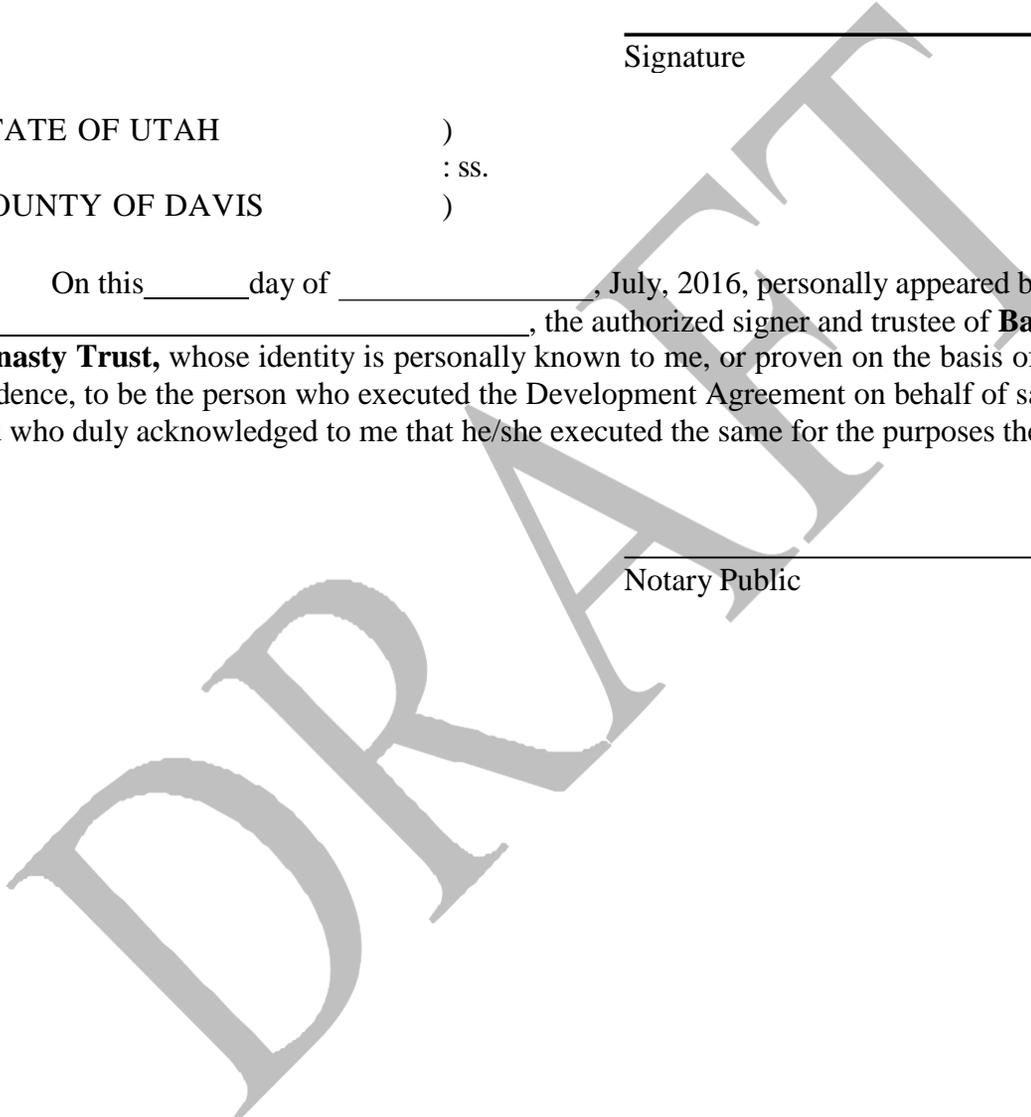
\_\_\_\_\_  
Signature

\_\_\_\_\_  
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

**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  
SLB&M  
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 along the Northeast Corner of Section 16, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running:

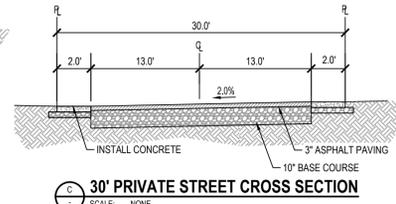
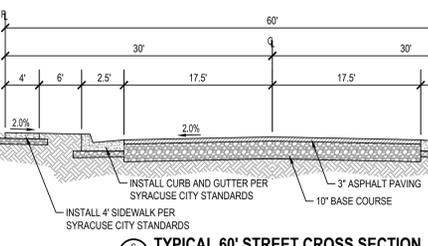
Thence South 0°06'28" West 200.73 feet along the west line of 2000 West Street; Thence West 154.98 feet; Thence South 0°06'28" West 299.68 feet; Thence South 89°43'28" West 96.00 feet to the east line of Craig Estates Phase 1 Cluster Subdivision; Thence North 44°22'40" West 111.86 feet along the north line to an angle point in the north line of Craig Estates Phase 1 Cluster Subdivision; Thence North 0°23'33" West 135.36 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°23'33" West 135.36 feet along the east line to the Northeast Corner of Craig Estates Phase 1 Cluster Subdivision, also being the Southeast Corner of Cherry Village Subdivision No. 5; 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 88°13'56" 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.

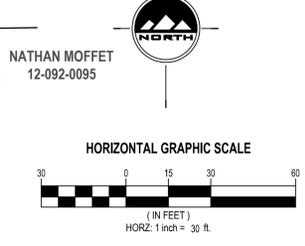
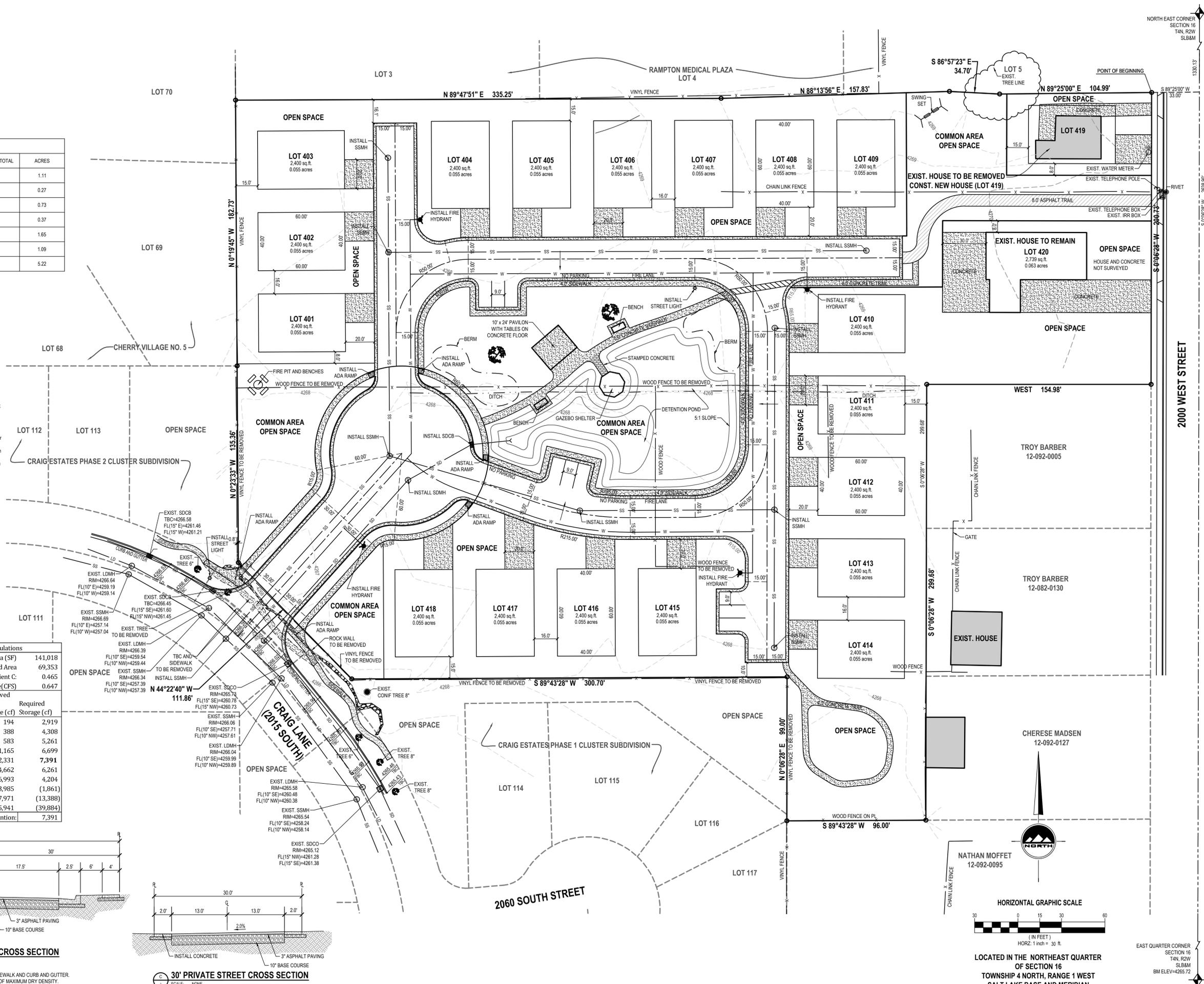
Date: Keith R. Russell  
License No. 164386

**100-year Detention Calculations**

Time (min)	1 (in/hr) (100 yr storm)	Cumulative Runoff to Basin (cf)	Net Allowed Discharge (cf)	Required Storage (cf)
5	6.84	3,113	194	2,919
10	5.16	4,697	388	4,308
15	4.28	5,844	583	5,261
30	2.88	7,065	1,165	6,699
60	1.78	9,722	2,331	7,391
120	1.00	10,923	4,662	6,261
180	0.68	11,196	6,993	4,204
360	0.37	12,125	13,985	(1,861)
720	0.22	14,582	27,971	(13,388)
1440	0.12	16,057	55,941	(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: L2363  
PRINT DATE: 9/8/16  
DRAWN BY: A.SHELLEY  
CHECKED BY: K.RUSSELL  
PROJECT MANAGER: K.RUSSELL

**1 of 1**



### ***Suggested Motion Language***

Approval – “I move the City Council approve the request of Cambria Panter for a 2 lot final subdivision called Hamblin Haven Phase 2 consisting of 1.18 acres on property located at 3230 West 2700 South in the R-1 Residential Zone.”

Table – “I move the City Council continue the request of Cambria Panter for a 2 lot final subdivision called Hamblin Haven Phase 2 consisting of 1.18 acres on property located at 3230 West 2700 South in the R-1 Residential Zone until (give date) based on the following findings:

1. (list findings)”

Denial – “I move the City Council deny the request of Cambria Panter for a 2 lot final subdivision called Hamblin Haven Phase 2 consisting of 1.18 acres on property located at 3230 West 2700 South in the R-1 Residential Zone based on the following findings:

1. (list findings).”

### ***Attachments:***

- Aerial Map
- Zoning Map
- General Plan Map
- Final Plat
- Preliminary Plat
- R-1 zoning ordinance
- Final subdivision review ordinance
- Staff Reviews

# Zoning Map

Hamblyn Haven Phase 2 Zoning 8/31/2016

### Legend

- Agriculture A-1
- General Commercial Zone
- PRD (8.0 dwellings per net acre)
- Plat Overlay
- Professional Office
- R-1 (2.90 dwellings per net acre)
- R-2 (3.79 dwellings per net acre)
- R-3 (5.44 dwellings per net acre)

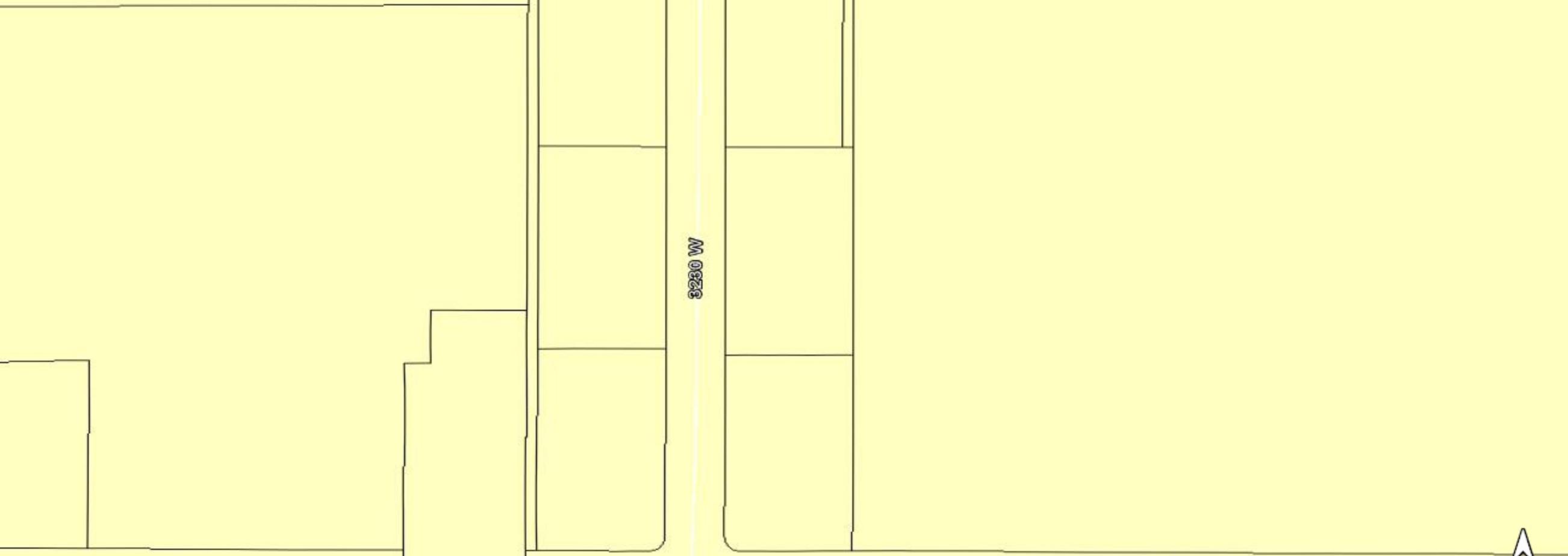
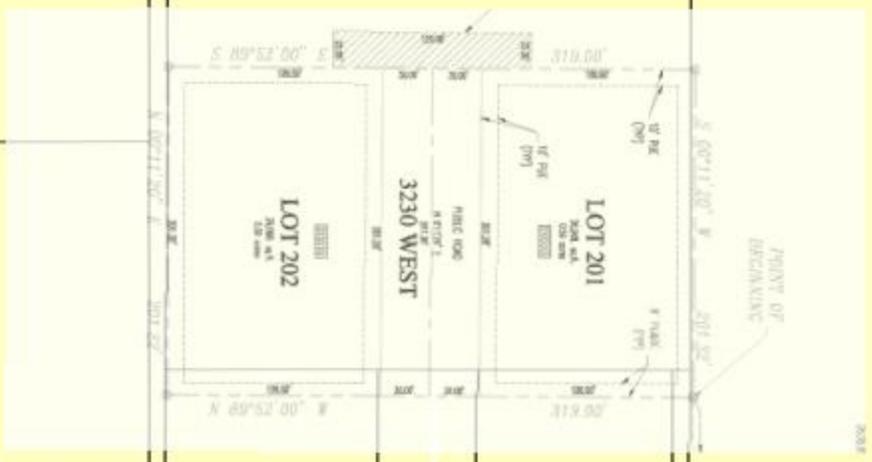


# General Plan Map

Hambilt Haven Phase 2 General Plan 8/31/2016

**Legend**

-  R-1 (2.90 dwellings per net acre)

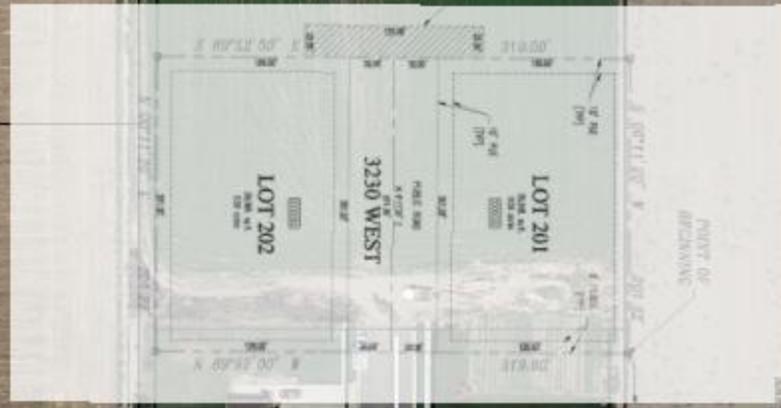


# Hamblin Haven Phase 2

2650 South 3230 West

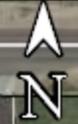
## Legend

 Hamblin Haven Phase 2 Overlay



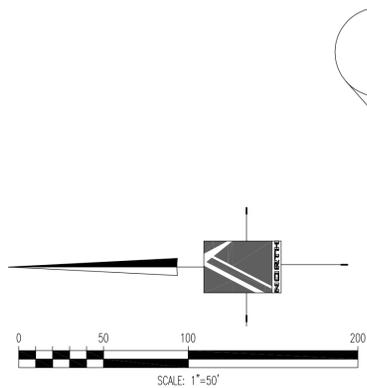
3230 W

W 2700 S



# HAMBLIN HAVEN PHASE 2

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SYRACUSE CITY, DAVIS COUNTY, UTAH



- LEGEND**
- PROPERTY LINE
  - LOT LINE
  - CENTER / SECTION LINE
  - STREET RIGHT-OF-WAY LINE
  - EASEMENT LINE
  - ADJACENT PROPERTY LINE
  - ⊕ CENTERLINE MONUMENT
  - ⚓ SECTION CORNER
  - PU&DE PUBLIC UTILITY & DRAINAGE EASEMENT
  - SET 5/8" REBAR WITH A ORANGE PLASTIC CAP, OR NAIL & WASHER STAMPED PINNACLE 191517

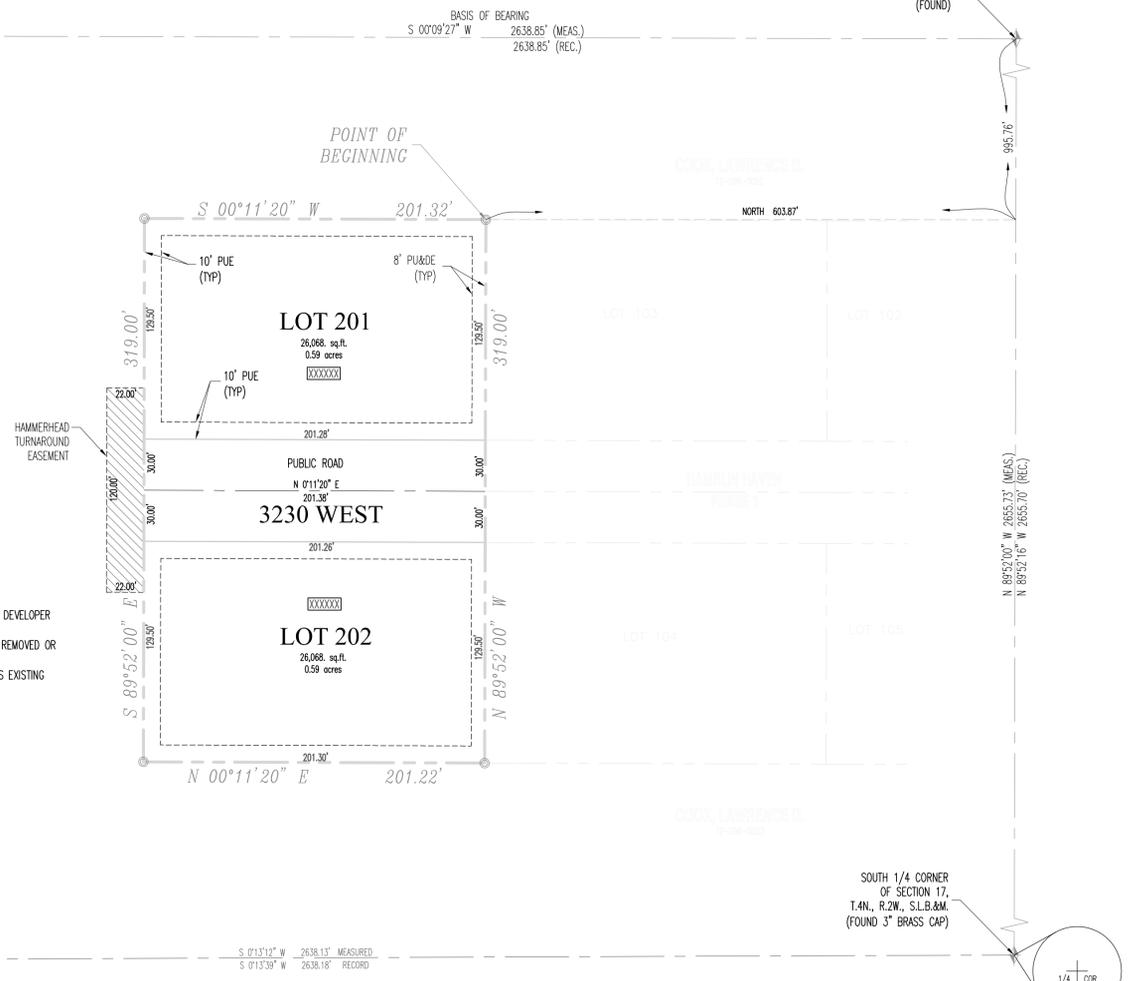
EAST 1/4 CORNER OF SECTION 17, T.4N., R.2W., S.L.B.&M. (FOUND 3" BRASS CAP)

S 89°52'00" W 2638.85' MEASURED  
S 89°52'00" W 2638.85' RECORDED

- NOTES:**
- 1) ABANDONMENT OF IRRIGATION DITCHES ON SITE ARE TO BE COORDINATED BY THE DEVELOPER WITH GOVERNING AGENCIES.
  - 2) OVERHEAD POWER LINES AND STRUCTURES SERVICING THE PROPERTY ARE TO BE REMOVED OR RELOCATED PER ROCKY MOUNTAIN POWER.
  - 3) CONST. CHAIN LINK FENCE ALONG THE SUBDIVISION BOUNDARY WHERE IT BORDERS EXISTING AGRICULTURAL LAND.

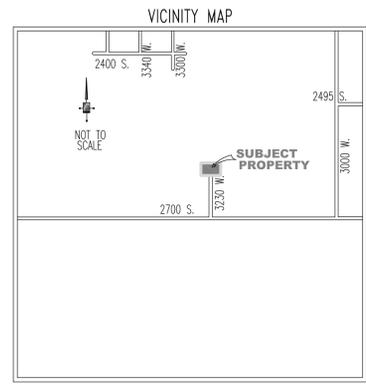
NOTE: SYRACUSE CITY RECOMMENDS SLAB ON GRADE ONLY CONSTRUCTION ON THE LOTS PLATTED IN THIS SUBDIVISION DUE TO THE LACK OF UNDERDRAINS. WHILE FOUNDATION DRAINS WITH A PUMP SYSTEM MAY BE USED, SYRACUSE CITY DOES NOT ACCEPT LIABILITY FOR ANY FLOODING THAT MAY OCCUR.

CENTER 1/4 CORNER OF SECTION 17, T.4N., R.2W., S.L.B.&M. (FOUND 3" BRASS CAP)



SOUTHEAST CORNER OF SECTION 17, T.4N., R.2W., S.L.B.&M. (FOUND)

SOUTH 1/4 CORNER OF SECTION 17, T.4N., R.2W., S.L.B.&M. (FOUND 3" BRASS CAP)



## SURVEYOR'S CERTIFICATE

I, STEPHEN J. FACKRELL DO HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 191517 AS PRESCRIBED UNDER LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS: HAMBLIN HAVEN PH 2 AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT. I FURTHER CERTIFY THAT ALL LOTS MEET FRONTAGE WIDTH AND AREA REQUIREMENTS OF THE APPLICABLE ZONING ORDINANCES.

## BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED ON THE NORTHEAST CORNER OF THE HAMBLIN HAVEN PHASE 1 SUBDIVISION AS RECORDED IN THE DAVIS COUNTY RECORDERS OFFICE, SAID POINT BEING LOCATED NORTH 89°52'00" WEST ALONG SECTION LINE 995.76 FEET AND NORTH 636.87 FEET FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°52'00" WEST ALONG SAID SUBDIVISION'S NORTH LINE 319.00 FEET; THENCE NORTH 00°11'20" EAST 201.22 FEET PARALLEL WITH AND OFFSET 11.00 FEET EAST OF THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 89°52'00" EAST 319.00 FEET PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE SOUTH 00°11'20" WEST 201.32 FEET PARALLEL WITH SAID SIXTEENTH LINE TO THE NORTHEAST CORNER OF SAID HAMBLIN HAVEN PHASE 1 SUBDIVISION AND THE POINT OF BEGINNING.

CONTAINS - 52,136 SQ. FT. 1.18 ACRES 2 LOTS

DATE \_\_\_\_\_ STEPHEN J. FACKRELL  
LICENSE NO. 191517

## OWNER'S DEDICATION

Known all men by these presents that \_\_\_\_\_, the \_\_\_\_\_ under-  
signed owner ( ) of the above described tract of land,  
having caused same to be subdivided into lots, parcels and  
streets to be hereafter known as the  
HAMBLIN HAVEN PHASE 2  
do hereby dedicate for perpetual use of the public all  
parcels of land shown on this plat as intended for Public  
use, (streets.)  
In witness whereof \_\_\_\_\_ have hereunto set \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_\_.

## ACKNOWLEDGMENT

STATE OF UTAH )  
County of Davis )  
On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_\_, personally appeared  
before me, the undersigned Notary public, in and for said  
County of Davis in said State of Utah, the signer ( ) of  
the above Owner's dedication, \_\_\_\_\_ in number, who duly  
acknowledged to me that \_\_\_\_\_  
signed it freely and voluntarily and for the uses and  
purposes therein mentioned.

MY COMMISSION EXPIRES: \_\_\_\_\_ NOTARY PUBLIC  
RESIDING IN DAVIS COUNTY

<b>QUESTAR GAS COMPANY</b> APPROVED THIS _____ DAY OF _____, 20____, A.D., 20____, BY QUESTAR GAS COMPANY. _____ QUESTAR GAS COMPANY REPRESENTATIVE	<b>ROCKY MOUNTAIN POWER</b> APPROVED THIS _____ DAY OF _____, 20____, A.D., 20____, BY ROCKY MOUNTAIN POWER. _____ ROCKY MOUNTAIN POWER REPRESENTATIVE	<b>CENTURYLINK</b> APPROVED THIS _____ DAY OF _____, 20____, A.D., 20____, BY CENTUREYLINK. _____ CENTUREYLINK REPRESENTATIVE
--	---	---

**PINNACLE**  
Engineering & Land Surveying Inc  
2720 North 350 West, Suite #108 Phone: (801) 773-1910  
Layton, UT 84041

**CITY ATTORNEY'S APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE SYRACUSE CITY ATTORNEY.  
\_\_\_\_\_  
SYRACUSE CITY ATTORNEY

**PLANNING COMMISSION APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE SYRACUSE CITY PLANNING COMMISSION.  
\_\_\_\_\_  
CHAIRMAN, SYRACUSE CITY PLANNING COMMISSION

**CITY ENGINEER'S APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE SYRACUSE CITY ENGINEER.  
\_\_\_\_\_  
SYRACUSE CITY ENGINEER

**CITY COUNCIL APPROVAL**  
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_,  
BY THE SYRACUSE CITY COUNCIL.  
ATTEST:  
\_\_\_\_\_  
SYRACUSE CITY RECORDER SYRACUSE CITY MAYOR

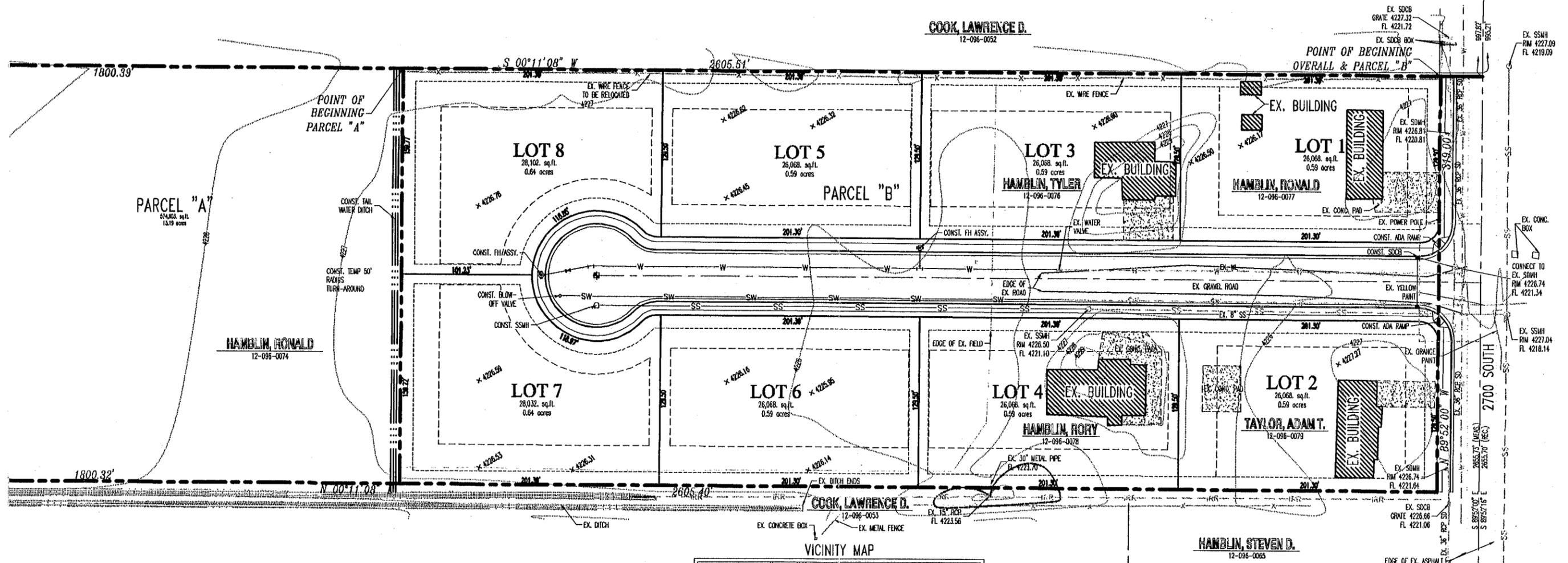
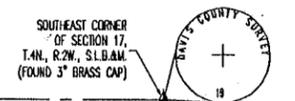
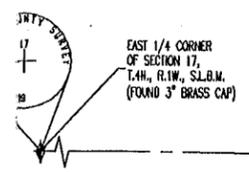
**DAVIS COUNTY RECORDER**  
ENTRY NO. \_\_\_\_\_ FEE PAID \_\_\_\_\_  
FILED FOR RECORD AND RECORDED THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_ AT \_\_\_\_\_ IN BOOK \_\_\_\_\_  
OF OFFICIAL RECORDS PAGE \_\_\_\_\_  
\_\_\_\_\_  
DAVIS COUNTY RECORDER  
BY \_\_\_\_\_ DEPUTY RECORDER

06-067 | SHEET 1 OF 1  
ALL INFORMATION SHOWN HEREON IS NOT FINAL OR APPROVED WITHOUT THE GOVERNING AGENCY(S)'S STAMP AND SIGNATURE. ANY USE OF THIS DRAWING AND ITS CONTENT WITHOUT SAID APPROVAL IS DONE AT THE INDIVIDUAL'S OWN RISK. PINNACLE ENGINEERING & LAND SURVEYING, INC. DOES NOT ASSUME LIABILITY FOR ANY SUCH USE.

# HAMBLIN HAVEN

APPROX. 3230 WEST 2700 SOUTH  
SYRACUSE, UTAH  
LOCATED IN THE WEST HALF OF SECTION 23  
TOWNSHIP 4 NORTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN

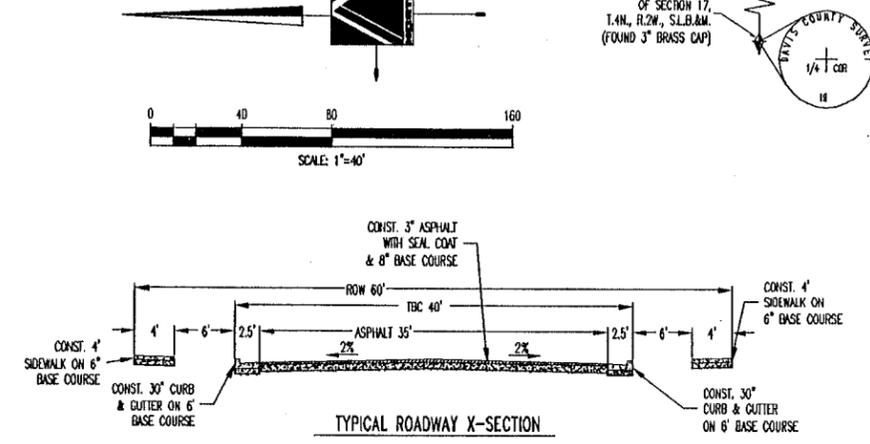
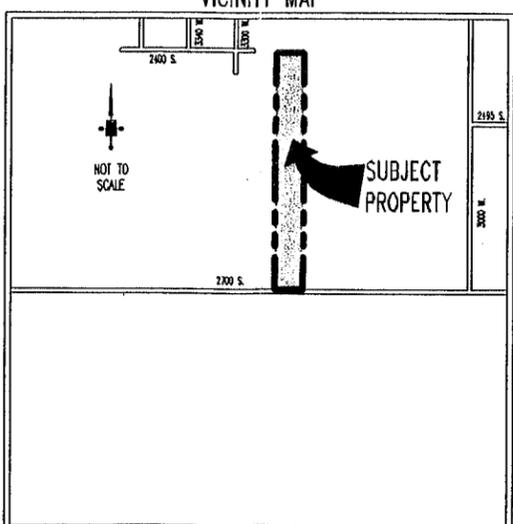
- NOTES:
- 1) ALL EXISTING STRUCTURES ON SITE ARE TO BE REMOVED AND LEGALLY DISPOSED OF
  - 2) ABANDONMENT OF IRRIGATION DITCHES ON SITE ARE TO BE COORDINATED BY THE DEVELOPER WITH GOVERNING AGENCIES.
  - 3) OVERHEAD POWER LINES AND STRUCTURES SERVING THE PROPERTY ARE TO BE REMOVED OR RELOCATED PER UTAH POWER.
  - 4) SANITARY SEWER LINES ARE TO BE 6" SDR35.
  - 5) WATER LINES ARE TO BE 8" C900.



**OVERALL DESCRIPTION**  
BEGINNING AT A POINT ON THE NORTH LINE OF 2700 SOUTH STREET, SAID POINT BEING LOCATED NORTH 89°52'00" WEST ALONG SECTION LINE 997.82 FEET AND NORTH 33.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°52'00" WEST ALONG SAID NORTH LINE 19.00 FEET; THENCE NORTH 00°11'08" EAST TO A POINT ON SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'09" EAST 319.00 FEET; THENCE SOUTH 71°1'08" WEST 2605.51 FEET TO THE POINT OF BEGINNING.  
CONTAINS - 831,127 SQ. FT. 19.06 ACRES

**PARCEL "A" DESCRIPTION**  
BEGINNING AT A POINT WHICH IS LOCATED NORTH 89°52'00" WEST 995.21 FEET AND NORTH 838.12 FEET FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°52'18" WEST 319.00 FEET; THENCE NORTH 00°11'08" EAST 1800.32 FEET TO A POINT ON SECTION LINE; THENCE SOUTH 89°53'09" EAST 319.00 FEET; THENCE SOUTH 00°11'08" WEST 1800.39 FEET TO THE POINT OF BEGINNING.  
CONTAINS - 574,303 SQ. FT. 13.18 ACRES

**PARCEL "B" DESCRIPTION**  
BEGINNING AT A POINT ON THE NORTH LINE OF 2700 SOUTH STREET, SAID POINT BEING LOCATED NORTH 89°52'00" WEST ALONG SECTION LINE 997.82 FEET AND NORTH 33.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°52'00" WEST ALONG SAID NORTH LINE 19.00 FEET; THENCE NORTH 00°11'08" EAST TO A POINT ON SECTION LINE; THENCE SOUTH 89°53'09" EAST 319.00 FEET; THENCE SOUTH 00°11'08" WEST 1800.39 FEET TO THE POINT OF BEGINNING.  
CONTAINS - 256,823 SQ. FT. 5.89 ACRES



LEGEND					
C&G	CURB AND GUTTER	---	BOUNDARY LINE	---	EXISTING STORM DRAIN
CB	CATCH BASIN	---	CENTERLINE	---	EXISTING SANITARY SEWER
FH	FIRE HYDRANT	---	EASEMENT LINE	---	EXISTING SECONDARY WATERLINE
G.V.	GATE VALVE	---	SETBACK LINE	---	EXISTING CULINARY WATERLINE
IRR	IRRIGATION	---	NEW LAND DRAIN	---	SECTION CORNER
LD	LAND DRAIN	---	NEW STORM DRAIN	---	MONUMENT
MH	MANHOLE	---	NEW SANITARY SEWER	---	CONTROL POINT
MOM	MONUMENT	---	NEW SECONDARY WATERLINE	---	EXISTING CONTOUR LINE
ROW	RIGHT OF WAY	---	NEW CULINARY WATERLINE	---	NEW CONTOUR LINE
SD	STORM DRAIN	---	EXISTING LAND DRAIN	---	
TBC	TOP BACK OF CURB	---	OVERHEAD POWER LINE	---	
RCL	ROAD CENTERLINE	---		---	
SS	SANITARY SEWER	---		---	
SW	SECONDARY WATER	---		---	

**PINNACLE**  
Engineering & Land Surveying, Inc.  
Layton • West Bountiful • Mount Pleasant  
1513 North Hillfield Rd., Suite #2  
Layton, UT 84041  
Phone: (801) 866-0676  
Fax: (801) 866-0678

**HAMBLIN HAVEN**  
PRELIMINARY PLAN "NOT TO BE RECORDED"  
FOR: CLAY KELLEY  
3260 WEST 2700 SOUTH  
SYRACUSE CITY, UT  
JOB# 06-067

REVISION	DATE	BY	DATE
1	6/20/06	SPB	6/20/06
2	6/20/06	LKM	6/20/06
3	6/20/06	REP	6/20/06
4	6/20/06	SIJ	6/20/06

RECEIVED JUL 11 2006

## **R-2 ZONING ORDINANCE**

### **10.60.010 Purpose.**

The purpose of this zone is to promote and preserve, where conditions are favorable, areas for large lot development for families to engage in food production and, where adequate lot area exists, keep a limited number of farm animals and fowl.

### **10.60.020 Permitted uses.**

The following, and no others, are uses permitted by right provided the parcel and/or 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) Aviaries.
- (D) Churches, synagogues, and temples.
- (E) Dwellings, single-family.
- (F) Educational services.
- (G) Farm animal keeping (see SCC 10.30.040).
- (H) Fruit and vegetable stands (for sale of products produced on owner's premises).
- (I) Household pets.
- (J) Minor home occupations.
- (K) Public and quasi-public buildings.
- (L) Public parks.
- (M) Rabbits and hens.
- (N) Residential facilities for persons with disabilities.
- (O) Vietnamese potbellied pigs.

### **10.60.030 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) Cluster subdivisions (major).
- (D) Day care centers (major).

- (E) Dog kennels (minor).
- (F) Dwellings, accessory (major/minor, see SCC 10.30.020).
- (G) Dwelling groups (major).
- (H) Greenhouses (minor).
- (I) Home occupations (major).
- (J) Private parks and recreational activities (minor).
- (K) Temporary commercial uses (see SCC 10.35.050) (minor).
- (L) Temporary use of buildings (see SCC 10.30.100(A)(12)) (minor).

**10.60.040 Minimum lot standards.**

All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards. Lot area for properties fronting existing streets shall include all property as described on the most recent plat of record.

- (A) Density. Minimum lot size 12,000 square feet, but in no case shall the density exceed 2.3 lots per gross acre, unless the Land Use Authority grants additional density, per a cluster subdivision major conditional use permit.
- (B) Lot width: 100 feet.
- (C) Front yard: 25 feet.
- (D) Side yards: 10 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.

**10.60.050 Off-street parking and loading.**

Off-street parking and loading shall be provided as specified in Chapter 10.40 SCC.

**10.60.060 Signs.**

The signs permitted in this zone shall be those allowed in residential zones by Chapter 10.45 SCC.

**10.60.070 Special provisions.**

All pens, barns, coops, stables, and other similar enclosing structures to keep animals or fowl shall be located no less than 150 feet from a public street and no less than 100 feet from all dwellings on adjacent lots. (This provision shall not apply to pastures.)

## **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.



TO: Community Development, Attention: Royce Davies

FROM: Jo Hamblin, Fire Marshal

RE: Hamblin Haven Final

DATE: August 29, 2016

I have reviewed the plan for the above referenced project. The Fire Prevention Division of this department has the following comments/concerns.

1. The hammerhead turnaround appears to meet the requirements of the 2015 IFC. Ensure the inside corners meet the required 28' radius. The turnaround shall have an all-weather surface acceptable to the City that is capable of supporting the imposed load of fire apparatuses weighing at least 75,000 pounds.
2. The hammerhead shall not be obstructed in any manner, including the parking of vehicles. Provide no parking signs to ensure it will remain unobstructed.

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.



## **Hamblin Haven Subdivision Phase 2**

3230 West Street & 2700 South Street

Engineer Preliminary Plan Review

*Completed by Brian Bloemen on August 25, 2016*

Below are the engineering comments for the Hamblin Haven Subdivision Phase 2.

Plat:

1. The call to the point of beginning does not match the boundary description.
2. Adjacent parcels are not correctly show.
3. Add the word "private" before pump system in the notes.
4. Add addressing to the plat.
5. Add "Street" after 3230 West.

Plans:

1. Submit plans with proposed utility improvements.
2. Basements cannot be constructed unless a footing drain is installed.
3. Detention for a 100-year storm event is required.
4. Add a street light at the south side of the subdivision.
5. All existing ditches and the tail water ditch shall be relocated to the north of the subdivision.

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



# COUNCIL AGENDA

September 13, 2016

## Agenda Item #10

Public Hearing: Authorize Administration to dispose of surplus equipment.

### *Factual Summation*

- Several City Departments have indicated they have surplus property to dispose of. Please review the lists provided by the respective Department Heads of the Departments referenced below as well as the attached list from the Police Department.

### **FIRE DEPARTMENT:**

Sharp MX-3501 Multifunction Fax/Copy/Scan machine

### **JUSTICE COURT**

Pd6500 Walk Through Metal Detector.

### **ADMINISTRATION**

HP Designjet 800 Plotter

### **PARKS & RECREATION**

102 Football helmets

73 Baseball helmets

2 Baseball bats

### *Staff Recommendation*

Authorize Administration to dispose of surplus property.



# COUNCIL AGENDA

## September 13, 2016

Agenda Item #15

Recruitment, Retention, and Compensation Policy

### *Factual Summation*

- Any question regarding this agenda item may be directed at Brody Bovero, City Manager.
- Pursuant to August 23rd meeting, the Council requested that I summarize the items discussed in the meeting to assist in the discussion.
- Attached to the memo you will find an outline of the main components of the policy in a summarized format. The items in **blue** were discussed at the August 23<sup>rd</sup> meeting. The items in **red** are concepts for the Council's consideration, that are based on comments made during previous discussions.
- I have attempted to propose something that captures the various issues expressed by the Council over the last 4-5 months. This draft is for discussion purposes and at this point is not yet refined enough to constitute a recommendation on my part.

## Summarized Draft Recruitment, Retention, and Compensation Policy v1

### Benchmark

- Every 4 years, departments are on a rotating schedule
  - Yr 1: Police, Fire
  - Yr 2: PW, Park & Rec
  - Yr 3: CED, IT
  - Yr 4: Courts, Finance

**Commented [BB1]:** Why? Breaking the benchmarking process into fewer areas each year keeps the City current but avoids the huge shock of the whole organization at once.

### Wage Scales

- 60<sup>th</sup> percentile (see comment)
- Wages adjusted every benchmark (4 yrs), along with wage scale adjustment, if Council approves. This comes in the form of an increase in the percentage that the employee is eligible to receive in the annual merit increase evaluation.

**Example:** The Council adopts a 2% budget for merit increases. The benchmark for Employee 'X's position shows an overall increase of 1.5% in the wage scale since the last benchmark. Therefore, an employee is eligible for his/her regular merit increase, and a maximum of an additional 1.5% depending on his/her evaluation score.

**Commented [BB2]:** Why? 60<sup>th</sup> isn't the top paying organization. It allows the City to get excellent employees without paying top dollar. Particularly with recruitment, you get a better applicant pool with 60<sup>th</sup> than with 50<sup>th</sup> percentile. Nevertheless, the policy could say the Council has discretion to move between 50<sup>th</sup> and 70<sup>th</sup> depending on the market competitiveness of each position.

**Commented [BB3]:** Why? If wages don't get adjusted, wage compression can emerge, and the City becomes less competitive. However, economic realities must be addressed by the Council.

### Biennial Review

- Every 2 years, each department conducts in-depth review of operations, issues, direction, and goals with the City Council.
  - Yr 1: Police, Fire, Park & Rec
  - Yr 2: PW, CED, IT, Courts, Finance
- Any wage abnormalities, such as wage compression, or other special wage adjustments will be discussed as a part of the departmental review.

**Commented [BB4]:** Why? This provides an effective communication tool between the Administration and the Council to ensure all are on the same page.

**Commented [BB5]:** Why? Knowing what your competition pays helps you stay competitive in the market. If you don't keep up with the market, you can no longer compete for the excellent employees. This also reduces the wage scale corrections that will be needed with each benchmark. It is also responsive to downturns in the economy, which can justify the need to reduce or eliminate raises for a period of time.

### Merit Increases

- Average percent increase of benchmark cities/companies from previous year is set aside for merit increases.
- Administration of merit increases is performed by City Manager under direction of the Mayor, subject to performance scores of employees. No single employee may receive more than 1.5 times more than the budgeted percentage set aside for merit increase without Council approval.

**Example:** Council adopts a 2% budget for merit increases. No single employee may receive more than a 3% (2% x 1.5) merit increase, unless approved by the Council.

**Commented [BB6]:** Why? The Mayor is the CEO. People elect a Mayor to oversee the operations of the City. That is his/her job. This is an administrative function. If the increases are not administered appropriately, the Council can address this with the Mayor. Increases should be tied to performance to keep employees sharp.

**Commented [BB7]:** Why? This limits the amount that any one employee can receive, which prevents the situation of lopsided raises to certain employee groups, and ensures the budgeted amount for increases is spread out over the entire organization.

## Evaluation System

- Scoring System: 4.5 – 5 -> Max 1.5x the Avg  
4 – 4.49  
3.5 – 3.99 -> Target group for Avg merit increase  
3 – 3.49  
2 – 2.99 -> No merit increase at 2.99 or below  
0 – 1.99

- Scores of 3.5 – 3.99 will be targeted to earn a merit increase equivalent to average percentage budgeted. Higher scores can earn higher merit increases, up to the maximum allowed; lower scores receive lower amounts. The City Manager can adjust merit increases to account for differences in how each evaluator scores his/her employees, as a means to level the scoring system.

**Example:** Council adopts a 2% budget for merit increases. Scores at 3.5 – 3.99 would be targeted to receive a 2% merit increase. An employee above a 4.5 score could receive up to 3% (2% x 1.5), and an employee near a score of 3 could receive about 1%.

## Advancements

- Employees that advance to higher position move to the bottom of new scale, but at least 1.5 times the percentage set aside for merit increases (This provides a raise equivalent to the maximum allowed under the merit increases). Nevertheless, the ultimate minimum increase for advancement is 4%. Employees are not eligible for merit increase for year of advancement.

**Example:** Council budgets a 2% budget for merit increases. Employee X reaches advancement, and his/her current wage is already higher than the bottom of the scale for the new position. He/she would receive a 3% increase (2% x 1.5). However, since this is below 4%, the employee would receive 4%. He/She would not receive a merit increase for that year.

## Promotions

- Employees that are promoted to a position with more responsibility move to the bottom of new scale, but at least 2.5 times the percentage set aside for merit increase. Nevertheless, the ultimate minimum increase for promotion is 9%. Employees are not eligible for merit increase for year of promotion.

**Example:** Council adopts a 2% budget for merit increases. Employee X is promoted, and his/her current wage is already higher than the minimum of the new higher position. He/She would receive a 5% increase (2% x 2.5). However, since this is below 9%, the employee would receive 9%. He/She would not receive a merit increase for that year.

**Commented [BB8]:** This scoring range represents a good, solid employee that the City certainly does not want to lose.

**Commented [BB9]:** Tying scores to budget amount approved by Council allows policy to be responsive as budgetary changes occur over time.

**Commented [BB10]:** Why? The market recognizes different levels of skill and experience for some positions. We must recognize or we fail to compete in the market. Basing advancements on a percentage of the merit increase balances the need to recognize market value of the employee's skill with the current market conditions. Removal of merit increase in addition advancement provides clarity for the Council.

**Commented [BB11]:** Why? The majority of promotions actually result in a reduction of spending by the City. However, promotions require more responsibility, accountability, and supervisory duties. These are all associated with higher wages in the labor market. Basing promotions on a percentage of approved merit increases balances the need to recognize market value of the employee's skill and responsibility with the current market conditions. Elimination of merit increase for same year provides more clarity for the Council.