SYRACUSE CITY

Syracuse City Council Special Meeting Agenda
October 25, 2016 – 6:00 p.m.
City Council Conference Room
Municipal Building, 1979 W. 1900 S.

1. Adopt agenda

2. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes.

3. Authorize Mayor Palmer to execute agreement between Syracuse City and Woodside Homes for the annexation and development of land located at approximately 2000 West and Gentile Street.

4. Authorize City Administration to execute Public Recreation Easement Agreement with Rocky Mountain Power and Agreement for construction of improvements and purchase and sale of property with Ivory Development, LLC for the construction of the Monterey Trail.

5. 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 20th day of October, 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-Examiner on October 20, 2016.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER
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COUNCIL AGENDA

October 25, 2016

Agenda Item #3 **Annexation agreement**

Factual Summation

Woodside Development has proposed a 700-unit master planned community. To offset unique housing options throughout the development - including some homes being located upon 3500 square foot lots, which is not currently provided for in Syracuse City ordinances - Woodside has offered to dedicate 50 acres (approximately 26.5% of the total land they are acquiring) to the city to create a park. The Developer has applied for Annexation into the City, which application the City Council accepted on June 14, 2016, and which application is under consideration for approval. As part of this annexation, there is an agreement to create a unique community, with a major, public recreational resource included in the project, consistent with the City's overall plan to provide quality housing and community amenities to its residents. The City does not currently provide for single family housing on such small lots; therefore, a customized zone providing for a master-planned community must be promulgated by the City in order to accommodate the Developer's request, and to gain the benefits of the amenities which will be provided by this development. The City is currently in the process of crafting a customized zone.

It is important to note that the concept plan provided as part of this annexation agreement may or may not change depending on a number of factors, including but not limited to: planning commission recommendations, public input and engineering input. However, in summary, the key components of this development are that after this agreement is approved the developer will be allowed 700 units (a density of 3.7 per acre), 324 of which are permitted to be the minimum lot size of 3,500 sf. The city is guaranteed 50 acres for a park and a mechanism for receiving either the necessary water shares, or certain funds to acquire water shares, to service the park. The full list of "city undertakings" and "developer undertakings" are listed in article IV and article V of the agreement respectively. The process by which the city is dedicated the 50 acres and water shares are provided are outlined in article VI.

The following is the proposed timeline for the projects entitlement, to which the City will be agreeing if it executes the Annexation Agreement:

- October 25th – annexation agreement approval
- November 14th – New Zone is finalized/Open General Plan

- December 6th - GP recommendation/concept plan (planning commission)
- December 13th - GP map amendment/concept plan (City Council)
- January 3rd – New Zoning/Preliminary Plat (planning commission)
- January 10th - New Zoning/Preliminary Plat (City Council)

According to the Annexation Agreement, the City would not take possession of the 50 acres until after preliminary plat approval has been given.

Recommendation:

Approve the attached agreement.

Attachments

- Annexation agreement

ORDINANCE 16-25

AN ORDINANCE DECLARING THE ANNEXATION OF 237.46 ACRES OF PROPERTY LOCATED AT APPROXIMATELY 2000 WEST GENTILE STREET INTO THE CITY OF SYRACUSE, DAVIS COUNTY, UTAH, AND ESTABLISHING ZONING FOR THE PROPERTY

WHEREAS a majority of the owners of real property and the owners of not less than one-third of the real property as shown on the last assessment rolls in territory lying contiguous to Syracuse City have petitioned the City for annexation; and

WHEREAS the petition was accompanied by an accurate plat or map of the territory to be annexed, prepared under the supervision of Syracuse City Engineer or a competent surveyor and certified by the Engineer or surveyor; and

WHEREAS the petition and plat map have been filed in the office of the Syracuse City Recorder; and

WHEREAS notice of intent was advertised as provided by state law with no protests having been received within the 30-day protest period; and

WHEREAS the City Council held a public hearing with notice provided to the residents of the affected territory and adjacent property owners;

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

Section 1. **Annexation.** The property described in Exhibit "A" is hereby declared annexed into the City of Syracuse, Utah.

Section 2. **Zoning.** The property being annexed into Syracuse is hereby zoned as Residential R-1.

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

Section 4. **Effective Date.** This Ordinance shall become effective immediately upon publication or posting.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 25th DAY OF OCTOBER, 2016.

SYRACUSE CITY

ATTEST:

Cassie Z. Brown, City Recorder	Mayor Terry Palmer

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Anderson	_____	_____
Councilmember Bolduc	_____	_____
Councilmember Gailey	_____	_____
Councilmember Lisonbee	_____	_____
Councilmember Maughan	_____	_____

EXHIBIT “A”

Legal Description of property located at approximately 3807 West 2700 South.

BEGINNING AT A POINT SOUTH 89°52'39" EAST 1207.67 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°52'39" EAST 120.02 ALONG SAID SECTION LINE TO A POINT ON THE EAST LINE OF THE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 00°12'19" WEST 2637.25 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE SOUTH 89°51'49" EAST 386.20 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 00°10'21" WEST 855.00 FEET; THENCE NORTH 89°51'49" WEST 894.29 FEET; THENCE NORTH 27"07'36" WEST 961.85 FEET TO A POINT ON SAID SOUTH LINE OF SECTION 20; THENCE SOUTH 89°51'49" EAST 284.86 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH 00°12'59" EAST 2244.11 FEET ALONG SAID WEST LINE; THENCE NORTH 89°52'41" WEST 544.47 FEET; THENCE NORTH 00°07'19" EAST 392.98 FEET TO THE POINT OF BEGINNING.

CONTAINS 57.179 ACRES, MORE OR LESS

Exhibit A
Legal Description

BOUNDARY DESCRIPTION

A portion of the SE1/4 & the NE1/4 of Section 21, the SW1/4 & the SE1/4 of Section 22, the SW1/4 of Section 23, the NE1/4 of Section 28, the NW1/4 & the NE1/4 of Section 27, and the NW1/4 of Section 26, Township 4 North, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located S89°48'19"E along the Section line 663.33 feet from the South ¼ Corner of Section 21, T4N, R2W, S.L.B.& M.; thence N0°11'21"E 2,630.54 feet to the southerly Corporate Limits of Syracuse City; thence along said Corporate Limits the following 20 (twenty) courses and distances: S89°40'01"E 323.89 feet; thence N0°11'16"E 88.16 feet; thence S89°48'24"E 1,633.30 feet; thence S0°11'36"W 853.55 feet; thence S89°59'02"E 283.99 feet; thence S0°11'36"W 13.76 feet; thence N89°53'47"E 2,402.75 feet; thence S0°12'25"W 1,030.77 feet; thence N89°59'02"W 2,620.93 feet; thence S0°11'27"W 792.00 feet; thence S89°59'02"E 4,221.75 feet; thence N0°12'25"E 1,756.62 feet; thence S89°47'35"E 76.49 feet to the centerline of Bluff Road; thence Southeasterly along the arc of a 2,500.00 foot radius curve to the left (radius bears: N44°12'17"E) 299.09 feet through a central angle of 6°51'17" (chord: S49°13'22"E 298.92 feet); thence S52°39'00"E 937.67 feet to the west line of Section 23; thence N0°15'12"E along the Section line 10.36 feet; thence S52°54'48"E 481.41 feet; thence S0°12'03"W 746.28 feet to the south line of said Section 23; thence N89°53'55"W along the Section line 56.00 feet; thence S0°14'29"W 33.00 feet; thence N89°53'55"W parallel with, and 33.00 feet southerly of the Section line 330.00 feet; thence N89°59'02"W parallel with, and 33.00 feet southerly of the Section line 5,304.42 feet; thence N89°48'19"W parallel with, and 33.00 feet southerly of the Section line 1,990.03 feet; thence N0°11'21"E 33.00 feet to the point of beginning.

Contains: 237.46+/- acres

otloop signature verification: www.dotloop.com/my/verification/DL-161628448-8-S1R2

PETITION FOR ANNEXATION OF TERRITORY TO SYRACUSE CITY, UTAH

1787 South 2000 West
Syracuse, Utah 8407
Phone: 825-1477
FAX: 825-3001

Petition No. 2016-01
Filed in the Office of the City Recorder CB
By Woodside Homes of Utah, LLC
Date June 1, 2016
Fee 21,966.97 Check # 50250429

TO THE SYRACUSE CITY COUNCIL:

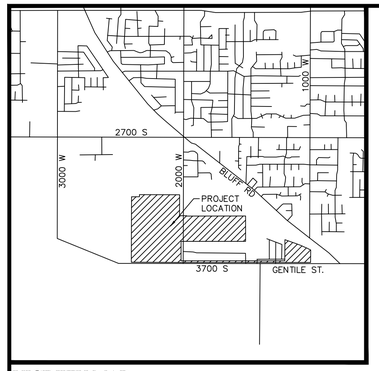
The undersigned real property owners respectfully petition and pray that the described lands and territory in Davis County, Utah, attached hereto as Exhibit A, be immediately annexed to Syracuse City.

In support of this petition, the petitioners respectfully declare and represent that they are a majority of the owners of the private real property located within the above-described territory and are the owners of not less than one-third (1/3) in value of all said territory as shown by the last assessment rolls of Davis County, State of Utah, and that the said territory lies contiguous to the Corporate limits of Syracuse City, a Municipal Corporation of Utah.

Signature	Printed Name	Address
Adrianna Jensen	Adrianna Jensen dotloop verified 05/10/16 3:01PM MDT VWIC-EUYG-AFAJ-SUFR	350 G St. SW #614, Washington DC, 20024
Jensen Brothers Davis County Properties, LLC Authorized Agent		
Katrina Jensen	Katrina Jensen dotloop verified 05/09/16 9:06PM MDT BYIQ-MOPR-QJ0O-5PL5	350 G St. SW #614, Washington DC, 20024
Jensen Brothers Davis County Properties, LLC Authorized Agent		
Amanda Jensen	Amanda Jensen dotloop verified 05/09/16 8:39PM MDT OUTL-MXYT-WCQC-UFBT	616 Partrice Dr. SE Leesburg, VA 20175
Jensen Brothers Davis County Properties, LLC Authorized Agent		

(A copy of this petition is to be submitted by the petitioner to the Davis County Clerk the same day it is filed with Syracuse City.)

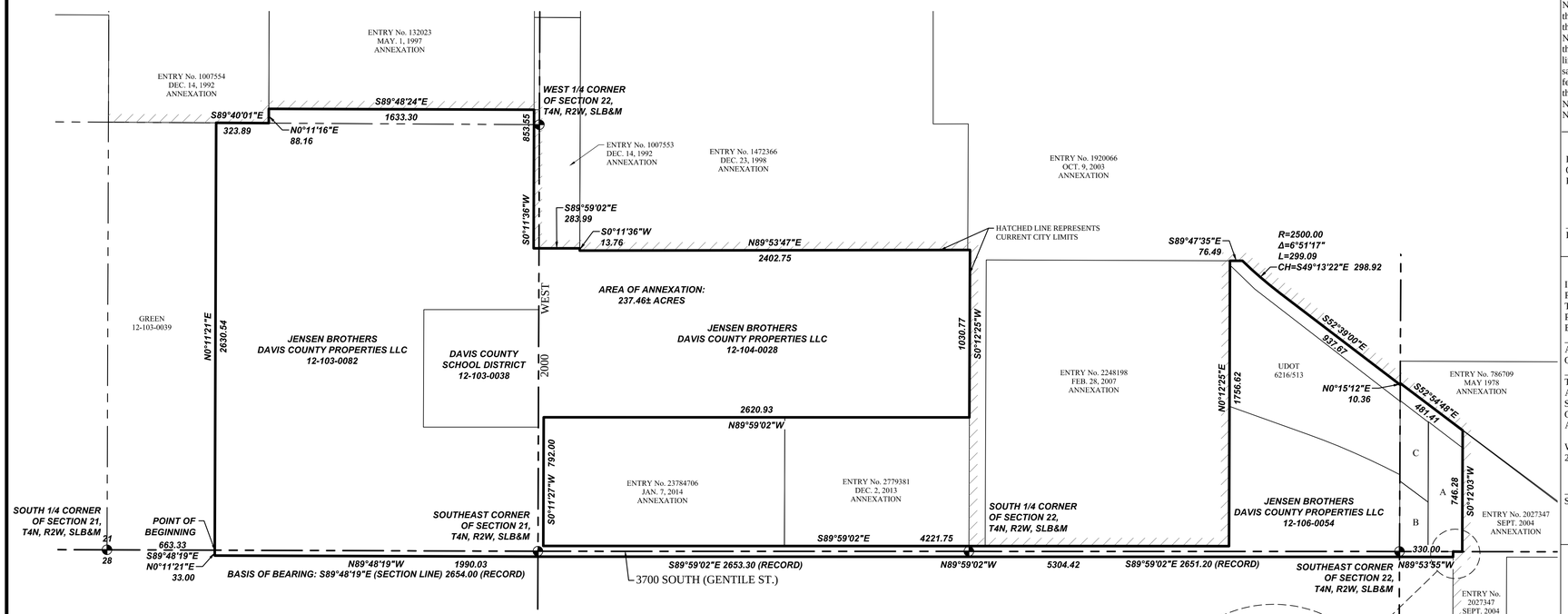
PLAN OF ANNEXATION
INTO
THE CORPORATE LIMITS OF SYRACUSE CITY
LOCATED IN THE SE1/4 & THE NE1/4 OF SECTION 21, THE SW1/4 & THE SE1/4 OF SECTION 22, THE SW1/4 OF SECTION 23, THE NE1/4 OF SECTION 28, THE NW1/4 & THE NE1/4 OF SECTION 27, & THE NW1/4 OF SECTION 26, T4N, R2W, SLB&M
SYRACUSE CITY,
DAVIS COUNTY, UTAH



VICINITY MAP
N.T.S

N
S

GRAPHIC SCALE
400 0 200 400 800 1600
(IN FEET)
1 inch = 400ft.



OWNERSHIP TABLE
A LAYTON NINE LTD 12-108-0045
B UTAH DEPT. OF TRANSPORTATION 12-108-0306
C UTAH DEPT. OF TRANSPORTATION 12-108-0305

FOCUS©
ENGINEERING AND SURVEYING, LLC
502 WEST 8360 SOUTH
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

SURVEYOR'S CERTIFICATE
I, Dennis P. Carlisle, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 172675 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify that this Plat is a true and accurate map of the tract of land to be annexed into Syracuse City, Utah.

Dennis P. Carlisle
Professional Land Surveyor
Certificate No. 172675

Date

BOUNDARY DESCRIPTION
A portion of the SE1/4 & the NE1/4 of Section 21, the SW1/4 & the SE1/4 of Section 22, the SW1/4 of Section 23, the NE1/4 of Section 28, the NW1/4 & the NE1/4 of Section 27, and the NW1/4 of Section 26, Township 4 North, Range 2 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located S89°48'19"E along the Section line 663.33 feet from the South ¼ Corner of Section 21, T4N, R2W, S.L.B.& M.; thence N0°11'21"E 2,630.54 feet to the southerly Corporate Limits of Syracuse City; thence along said Corporate Limits the following 20 (twenty) courses and distances: S89°40'01"E 323.89 feet; thence N0°11'16"E 88.16 feet; thence S89°48'24"E 1,633.30 feet; thence S0°11'36"W 853.55 feet; thence S89°59'02"E 283.99 feet; thence S0°11'36"W 13.76 feet; thence N89°53'47"E 2,402.75 feet; thence S0°12'25"W 1,030.77 feet; thence N89°59'02"W 2,620.93 feet; thence S0°11'27"W 792.00 feet; thence S89°59'02"E 4,221.75 feet; thence N0°12'25"E 1,756.62 feet; thence S89°47'35"E 76.49 feet to the centerline of Bluff Road; thence Southeasterly along the arc of a 2,500.00 foot radius curve to the left (radius bears: N44°12'17"E) 299.09 feet through a central angle of 6°51'17" (chord: S49°13'22"E 298.92 feet); thence S52°39'00"E 937.67 feet to the west line of Section 23; thence N0°15'12"E along the Section line 10.36 feet; thence S52°54'48"E 481.41 feet; thence S0°12'03"W 746.28 feet to the south line of said Section 23; thence N89°53'55"W along the Section line 56.00 feet; thence S0°14'29"W 33.00 feet; thence N89°53'55"W parallel with, and 33.00 feet southerly of the Section line 330.00 feet; thence N89°59'02"W parallel with, and 33.00 feet southerly of the Section line 5,304.42 feet; thence N89°48'19"W parallel with, and 33.00 feet southerly of the Section line 1,990.03 feet; thence N0°11'21"E 33.00 feet to the point of beginning.

Contains: 237.46+/- acres

SYRACUSE CITY ENGINEER
I HEREBY CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUSES AND ORDINANCES PREREQUISITE TO APPROVAL BY THE CITY ENGINEER OF THE FOREGOING PLAT AND DEDICATIONS HAVE BEEN COMPLIED WITH.

DATE

CITY ENGINEER

SYRACUSE CITY APPROVAL
I, CERTIFY THAT I AM THE DULY APPROVED QUALIFIED AND ACTING CITY RECORDER OF SYRACUSE CITY, A MUNICIPAL CORPORATION OF UTAH, AND THAT THE FOREGOING PLAT OF LANDS SOUGHT TO BE ANNEXED TO SAID CITY, WITH A PETITION OF THE MAJORITY OF THE PROPERTY OWNERS OF THE REAL PROPERTY EMBRACED THEREIN FOR SUCH ANNEXATION WERE FILED IN MY OFFICE ON THE _____ DAY OF _____, 2016 THAT THE QUESTION OF SUCH ANNEXATION WAS DULY SUBMITTED TO AND VOTED ON BY THE CITY COUNCIL OF SYRACUSE CITY AT IT'S MEETING CONVENED AND HELD ON THE _____ DAY OF _____, 2016. THAT ON SUCH VOTE MORE THAN TWO THIRDS OF ALL MEMBERS OF SAID COUNCIL VOTED IN FAVOR OF SAID ANNEXATION; AND THAT THE FOREGOING PLAT IS THE PLAT REFERRED TO IN SYRACUSE CITY ORDINANCE NO. _____ DULY ORDAINED BY SAID COUNCIL ON _____ DAY OF _____, 2016, DECLARING SAID ANNEXATION.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 2016

SYRACUSE CITY RECORDER

SYRACUSE CITY MAYOR

DAVIS COUNTY SURVEYOR
THIS PLAT IS HEREBY APPROVED AS A FINAL LOCAL ENTITY PLAT AS REQUIRED BY UTAH CODE 17-23-20 APPROVED THIS _____ DAY OF _____, 2016.

DAVIS COUNTY SURVEYOR

RECORDED #_____

STATE OF UTAH, COUNTY OF DAVIS
RECORDED AND FILED AT THE REQUEST OF _____

DATE_____ TIME _____ BOOK _____ PAGE _____

FEE $

COUNTY RECORDER

CITY COUNCIL AGENDA

October 25, 2016

Agenda Item **#4** PUBLIC RECREATION EASEMENT AGREEMENT – with Rocky Mountain Power

Factual Summation

In in the October 27th, 2015 city council meeting the city entered into an agreement with Ivory Homes that facilitates the construction of a trail in the RMP corridor. Ivory would gift land over to the city for the trailhead and as part of that agreement and would allow for the city to access Ivory contractor bids. This trailhead and trial in the power corridor connects to a broader trail system that will extend as far north as Weber County and as far south as Utah County with limited street crossings.

The easement purchase from RMP is required to build the trail in the power corridor. The easement purchase includes the ground need to build a 10 feet wide trail on the power company's property.

The price of this easement will be $20,000

Recommendation:

Approve the agreement subject to Syracuse city ordinances and standards, with an understanding that the city will still need to finalize the legal description along with minor administrative changes to the agreement.

Attachments:

- Public Recreation easement agreement
- Trail Map Construction Drawings
- Agreement for the for the construction of the trail with Ivory homes.

When recorded, return to:
Rocky Mountain Power
Property Management
1407 West North Temple
Salt Lake City, UT 84116
Attn: Lisa Louder/Mike Wolf
Tax ID No(s) 12-02-600-13
File No(s) 53387

PUBLIC RECREATION EASEMENT AGREEMENT

This Public Recreation Easement Agreement (the "Easement") is entered into this _____day of _____ 2014, by and between Rocky Mountain Power, an unincorporated division of PacifiCorp, an Oregon Corporation successor in interest to Utah Power & Light Company, ("Grantor"), and Syracuse City, a municipal corporation of the state of Utah, whose principal address is_____("Grantee").

RECITALS

A. Grantor owns certain parcels of land located in Davis County, State of Utah, used for the construction, maintenance and operation of high voltage electric transmission lines and other similar and incidental uses in connection with its electric utility operations. The parcels of land are referred to hereinafter as the "Transmission Line Corridor."

B. Grantee desires to construct a public trail and related improvements (collectively referred to herein as the "Improvements") within the Transmission Line Corridor and desires an easement for the purposes of: (1) constructing the Improvements; and (2) allowing public access for recreational use.

C. Grantor has agreed to convey an easement to Grantee subject to and in accordance with the terms and conditions set forth herein.

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

1. Grant of Easement. Subject to the terms and conditions set forth herein, Grantor herby grants to Grantee a non-exclusive, perpetual easement on, over, across and through the Transmission Line Corridor (hereinafter referred to as the "Easement" or "Easement Area") for the Improvements, which will be constructed operated and maintained solely by Grantee. The location and boundaries of the Easement conveyed to Grantee are more particularity described in Exhibit(s) "A, and B, attached hereto and by this reference made a part hereof.

2. Limitation of Liability.

2.1. Limitation of Landowner's Liability. Grantee shall also have the right to allow the public to use, without charge, the Easement Area for recreational purposes and for no other use. The intent of this easement is to make the Transmission Line Corridor available to the public for recreational purposes in accordance with the provisions of the Limitation of Landowner Liability – Public Recreation laws as set forth in Chapter 57, Title 14, Utah Code Annotated, (hereinafter referred to as the "Act") and to limit Grantor's and Grantee's liability toward persons entering such land. To that end, Grantee shall

not construct or cause to be established or performed in the Transmission Corridor any dangerous structure, condition or activity. If, and to the extent that, Grantee has knowledge of a dangerous structure, condition, activity or use as set forth in the Act, it shall be the responsibility of Grantee, not Grantor, to guard or warn as defined by the Act; provided that, nothing in this Easement shall create or enlarge Grantor's or Grantee's duty or obligation to third parties or impute Grantor's knowledge to Grantee or vice versa. Grantee shall defend Grantor under the Act for any and all claims directly or indirectly arising out of, caused by, or resulting from, in whole or in part, the public's access and/or use of the Easement, except for any liability caused by the sole negligence of Grantor.

2.2. Indemnification for Claims not within the Act. Grantee shall use the Easement at its own risk. Grantee shall release, indemnify, defend, and hold harmless Grantor from and against all other liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorneys' fees, and costs of investigation) directly or indirectly arising out of, caused by, or resulting from in whole or in part, (i) a breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, or anyone directly or indirectly employed by them, while working on and/or maintaining the Easement. Grantee shall not be obligated to indemnify, defend or hold Grantor harmless to the extent any liability under this section 2.2 is caused by any negligent or willful act or failure to act of the Grantor. Grantee's obligations under this section 2.2 are subject to the limitations set forth in the Governmental Immunity Act of Utah.[1]

2.3. Grantee has examined the Easement Area and accepts it in its present condition, AS-IS and with all faults. Grantee further acknowledges that it is aware that static shock could occur under the overhead high voltage power lines operating under normal conditions and agrees to implement construction, maintenance or other measures, which may include temporary or permanent trail closure, as deemed appropriate by Grantor to protect the public from static shock in the Easement Area.

2.4. Grantor makes no representations or warranties as to the present or future condition of the Easement Area and shall not be required to perform, pay for, or be responsible for any work to ready the property or remedy any property conditions or perform any work, repair, or improvement whatsoever to the property or Grantor's facilities or structures to accommodate Grantee's use conveyed hereunder.

3. Grantee's Improvements.

3.1. Grantee shall not:

a. make any use of Grantor's Land that, in the sole opinion of Grantor, unreasonably interferes with the operation, maintenance or repair of Grantor's existing electric facilities and improvements or any facilities or improvements that may in the future be constructed, added to, modified, or altered;

b. make any use of Grantor's Land that, in the sole opinion of Grantor, creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety, or that may

[1] *Utah Code Ann*. § 63G-7-101 *et. seq*.

violate either OSHA requirements for worker safety near high voltage lines or Utah High Voltage Act Safety Clearance Standards;

c. construct or place any building or structure of any kind or nature (i.e., pavilions, restrooms, etc.) or place or allow to be placed any equipment or material of any kind within the Easement and below Grantor's transmission lines or transmission line structures without express written consent of Grantor, which consent shall not be given for any such buildings, structures, streetlights or signs that exceed (10) feet in height;

d. store any materials, or allow flammable or hazardous materials to be temporarily present, or allow refueling of vehicles or equipment, or allow any fires to be lit within Grantor's Land; provided, however, that Grantee may place fill material within the Easement as part of its construction project as approved by Grantor in writing upon review of Grantee's -700 South to SR-193 Trail plans and specifications;

e. alter ground elevations without Grantor's prior written consent.

3.2. Requests for Grantor's consent to uses other than specifically allowed above must be made in writing. Such consent shall be based upon National Electric Safety Code clearance standards or more stringent standards as may be imposed by Grantor, drainage concerns, the protection of Grantor's existing and future facilities and improvements, and any other reason Grantor deems reasonably necessary for the efficient and safe operation of Grantor's transmission lines.

3.3. Prior to making any improvements or placing any structure within Easement Area, Grantee shall submit detailed plans and specifications to Grantor at least sixty (60) days in advance. Grantor reserves the right to deny or require modifications to such plans to ensure the Improvements will not impair Grantor's facilities or uses of its property. The Improvements shall be made in a good and workmanlike manner consistent with applicable building codes or other applicable governmental requirements.

3.4. Grantee shall not use or permit to be used within the Transmission Line Corridor any cranes or other equipment having a boom or similar attachment which may come in contact with or within an unsafe distance of Grantor's overhead electric transmission and distribution lines or structures. Grantee shall not excavate within 50 feet of Grantor's transmission structures. Grantee shall maintain a minimum distance of twenty (20) feet between equipment and transmission line conductors (wires). Grantee shall maintain a minimum distance of fifty (50) feet between approved structure(s) and transmission line conductors (wires). Grantee shall maintain a minimum distance of thirty-five (35) feet from finished grade of approved improvements to conductors. Grantee shall maintain a minimum distance of fifty (50) feet between approved improvements and the point where the transmission line (steel/wood pole/guy anchor/steel pole) enters the earth. Grantee shall use best faith efforts to monitor against any public activity that may result in bringing any object or thing within the minimum clearance distances provided in this paragraph.

3.5. Grantee shall not plant any species of trees or other vegetation under or near Grantor's transmission lines that will grow to a mature height greater than twelve (12) feet and shall otherwise keep and maintain the Easement Area clear of all brush, trees and timber that exceeds twelve (12) feet in height or any other vegetation that may endanger Grantor's facilities or improvements or that may impede Grantor's use and access of the Easement Area for its utility operations.

3.6. Grantee shall bear any and all costs and expenses for developing the Easement Area which shall be performed in a workman like manner and in accordance with federal, state, and local laws.

3.7 Grantee shall not construct or cause to be constructed any curb within the Easement Area, unless expressly approved by Grantor.

3.8 Grantee shall comply with all applicable federal, state, and local laws and applicable codes and standards in connection with its use of the Easement.

4. Grantor's Use.

4.1. Grantor shall have the right to use Grantor's Land, without impairment or interference of any kind, for any use in connection with its electric utility operations. Moreover, Grantor may allow the Easement Area to be used by others, without permission or notice to Grantee, for any purpose that does not unreasonably interfere with Grantee's use, including the installation and use for communications equipment, pipelines, and other similar utility-related uses.

4.2 Grantor shall have the right to cross the Easement Area with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon at any time. Grantor will take commercially reasonable care to not damage Grantee's Improvements during operation and maintenance of the transmission line. However, in the event Grantee's facilities or improvements are damaged by Rocky Mountain Power's vehicles or equipment, then Rocky Mountain Power shall not be liable for the replacement or repair of Grantee's facilities or improvements. In the event Grantee desires the repair or replacement of its facilities located on property owned by Rocky Mountain Power, then GRANTEE shall be solely responsible for the cost of such repair or replacement. Grantor shall use good faith efforts to notify Grantee in advance of any planned, significant construction activities that may interfere with use of the Easement Area by the public or Grantee.

5. Reversion.

5.1. In the event Grantee ceases to use the Easement Area for the public recreational purposes set forth in this Easement for a continuous period of one year, this conveyance, including all right, title, and interest granted herein, shall immediately terminate and revert to Grantor. This provision shall not apply until after Grantee has completed the Improvements, provided that the Improvements are completed within one year after date of the grant of this Easement.

5.2. If the enactment or adoption of any law, ordinance, regulation, order, condition, or other governmental requirement relating to Grantor's operations on the property makes further performance impractical or frustrates the purpose for which this easement was granted, Grantor shall have the right to terminate this easement by giving Grantee ninety (90) days prior written notice.

6. Prevailing Party. If any suit or action arising out of or related to this Easement is brought by either party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunications costs, and deposition costs, and all other costs of discovery) incurred by such party or parties in such suit or action, including without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suite or action.

7. Integration. This Easement, including exhibits, represents the entire agreement between the parties and supersedes any and all prior understandings, representations, or agreements of the parties, whether written or otherwise, regarding the subject matter of this document.

8. Authority. Each individual executing this Easement Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Easement Agreement in the capacity and for the entities set forth where he or she signs.

9. Subject to Existing Rights. This Easement is subject to all existing rights of way and encumbrances of record or in equity of law.

10. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. **Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.**

IN WITNESS WHEREOF, Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this _____ day of _____, 2016.

GRANTOR
Rocky Mountain Power, a d/b/a of PacifiCorp, an Oregon corporation

By: _____

Its: _____

GRANTEE
Syracuse City, Utah

By: _____

Its: _____

ACKNOWLEDGEMENTS

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2016, personally appeared before me _____, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of Rocky Mountain Power, a d/b/a of PacifiCorp, an Oregon corporation, and that the within and foregoing Public Recreation Easement Agreement was signed on behalf of Rocky Mountain Power by actual authority.

_____
Notary Public
[SEAL] Residing in Salt Lake County

STATE OF UTAH)
ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, 2016, personally appeared before me _____, who being by me duly sworn did say that he is the _____ of Syracuse City, Utah, and that the foregoing instrument was signed in behalf of said municipal corporation and political subdivision of the State of Utah, and he acknowledged to me that said corporation executed the same.

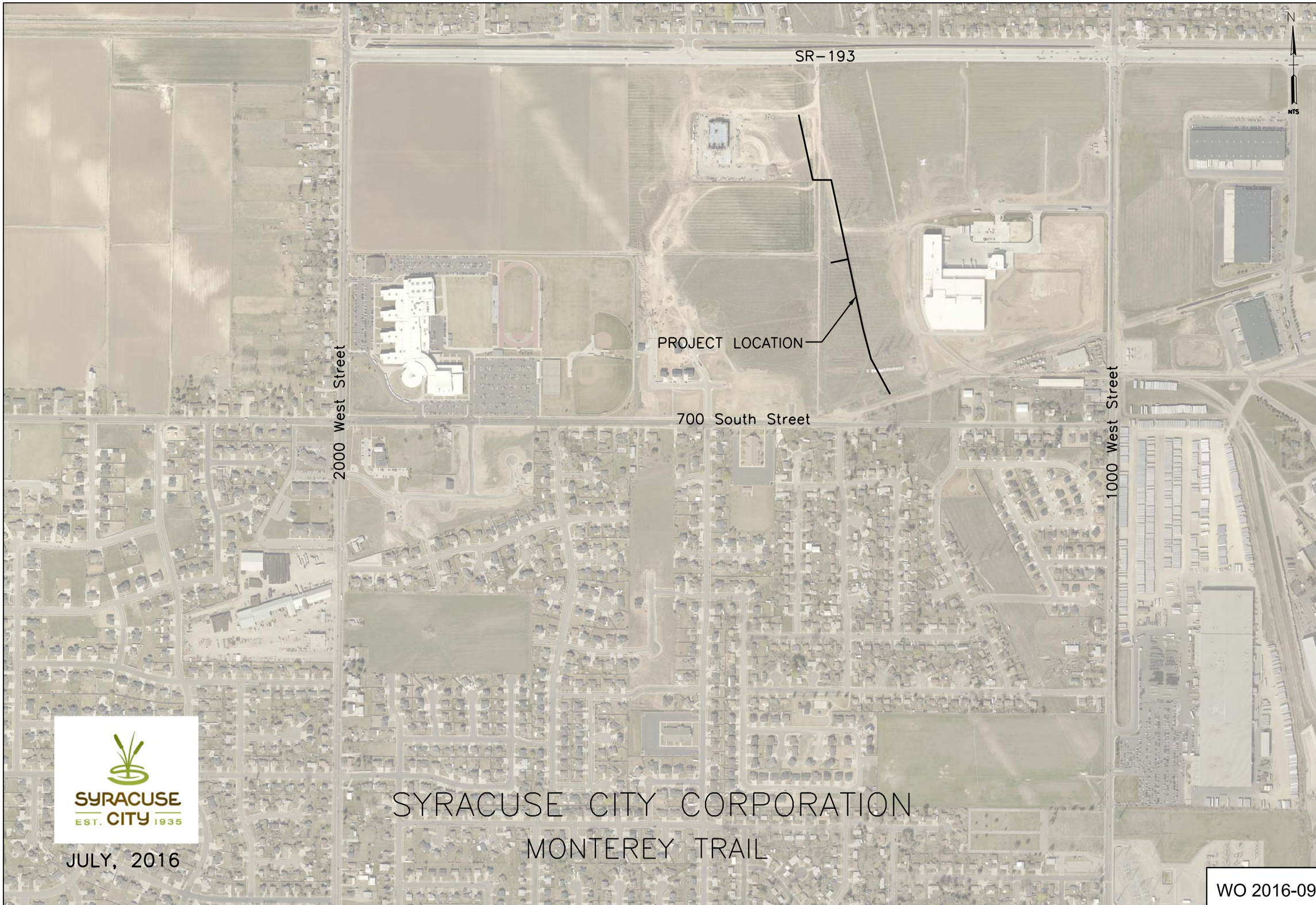
_____
Notary Public
[SEAL] Residing in Salt Lake County

EXHIBIT “A”

Public Recreation Easement

EXHIBIT “B”

Public Trail Exhibit



SYRACUSE CITY CORPORATION

MONTEREY TRAIL

LAST UPDATED: JULY 21, 2016

DRAWN BY: BB

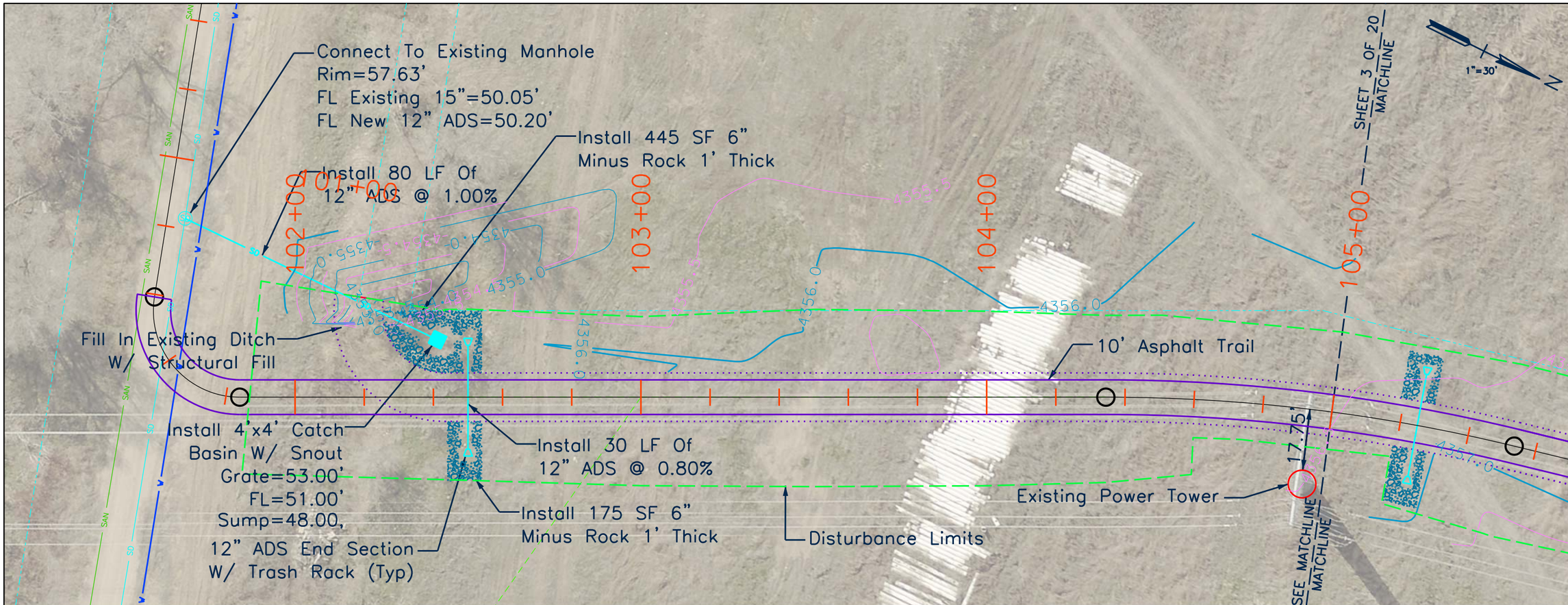
MONTEREY TRAIL

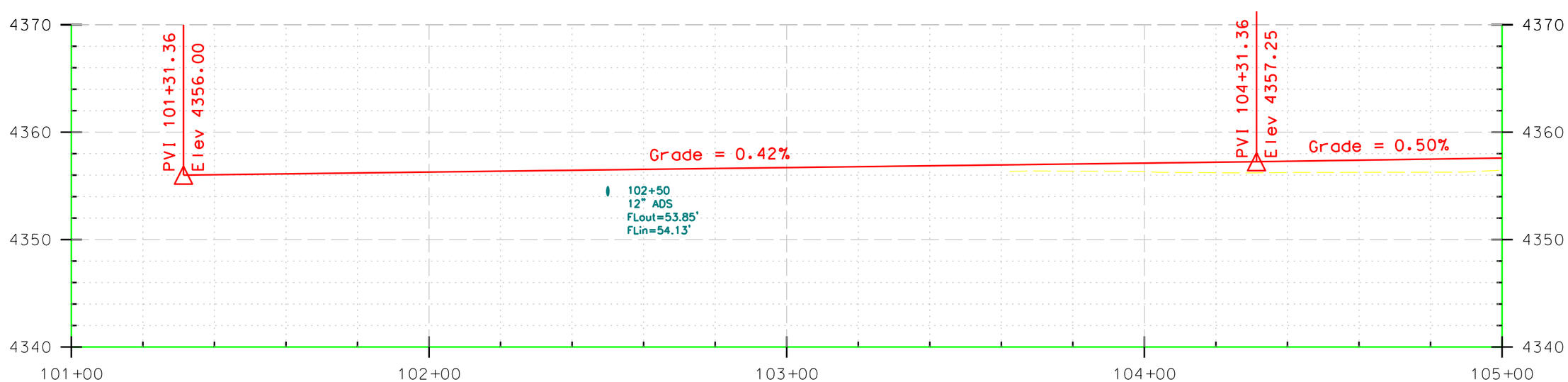
PROJECT LOCATION

SYRACUSE EST. CITY 1935

WO 2016-09

SHEET: 1 OF 20





LAST UPDATED: JULY 21, 2016

DRAWN BY: BB

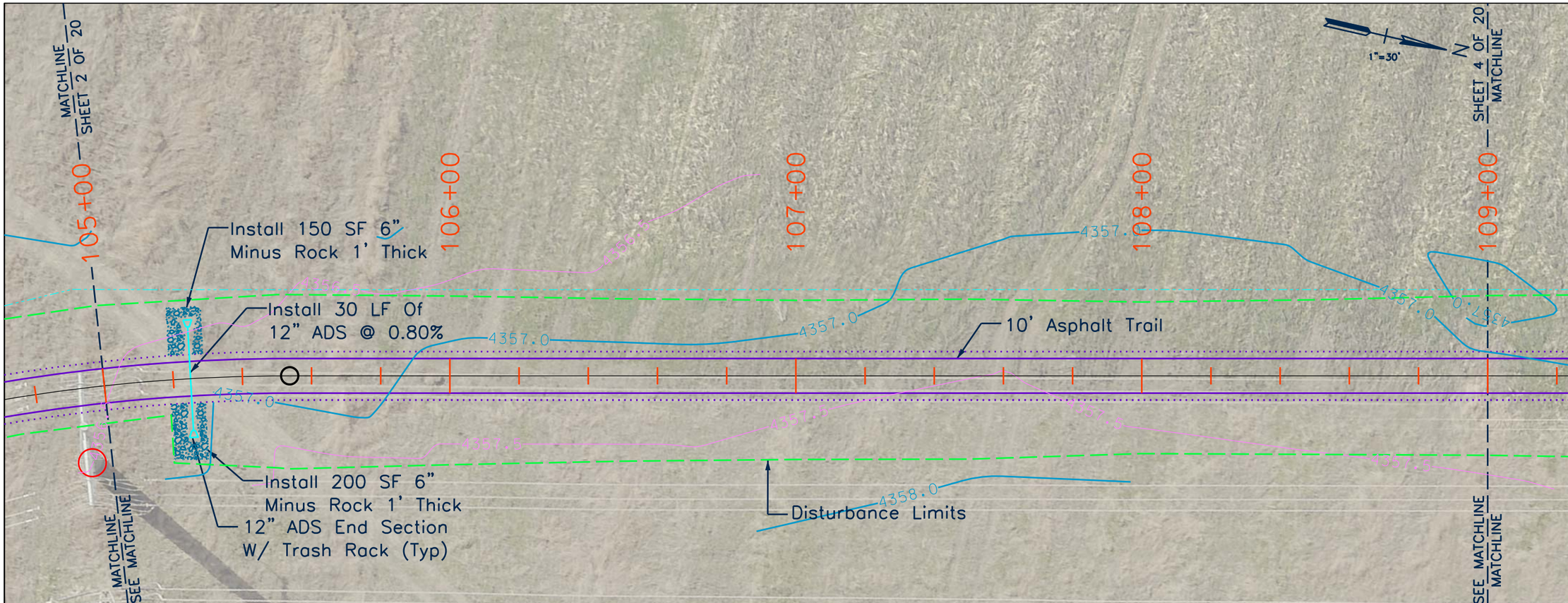
MONTEREY TRAIL

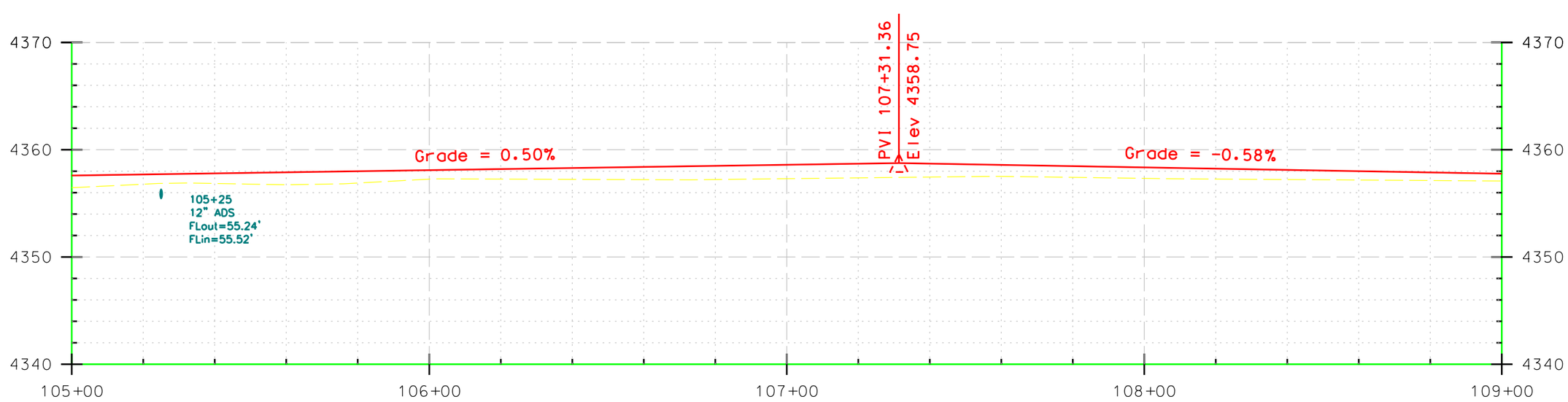
PLAN 1

SYRACUSE CITY EST. 1935

WO 2016-09

SHEET: 2 OF 20





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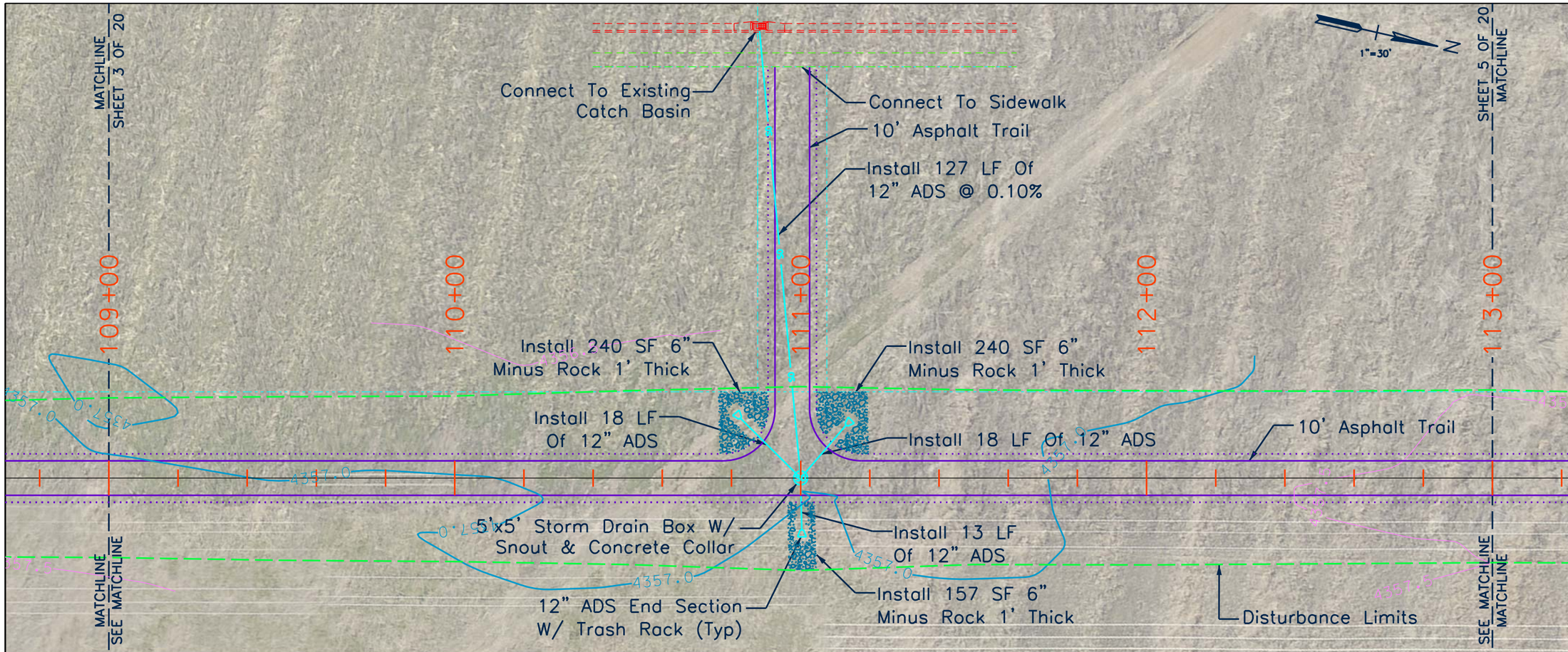
MONTEREY TRAIL

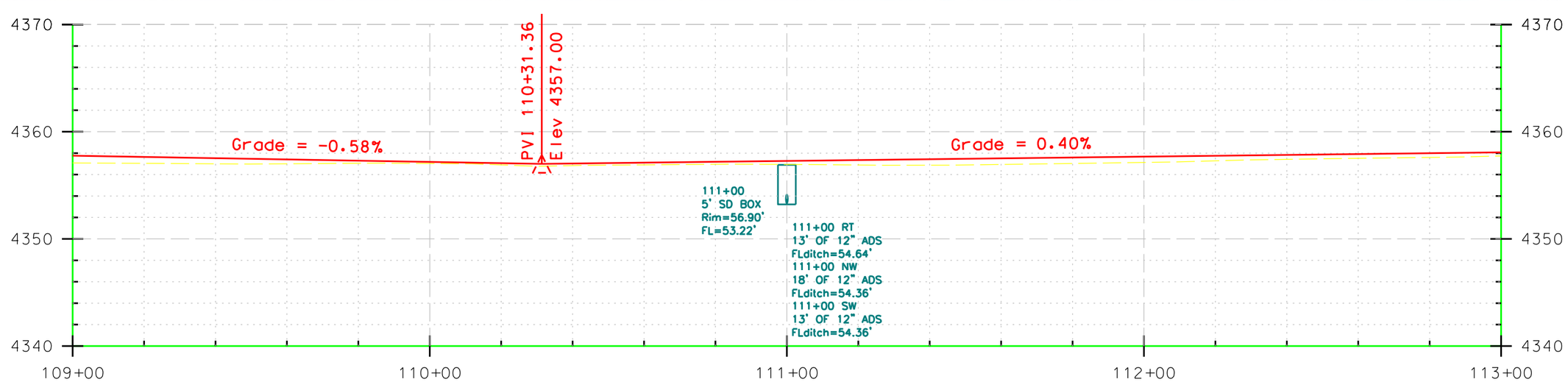
PLAN 2

SYRACUSE CITY EST. 1935

WO 2016-09

SHEET: 3 OF 20





LAST UPDATED:

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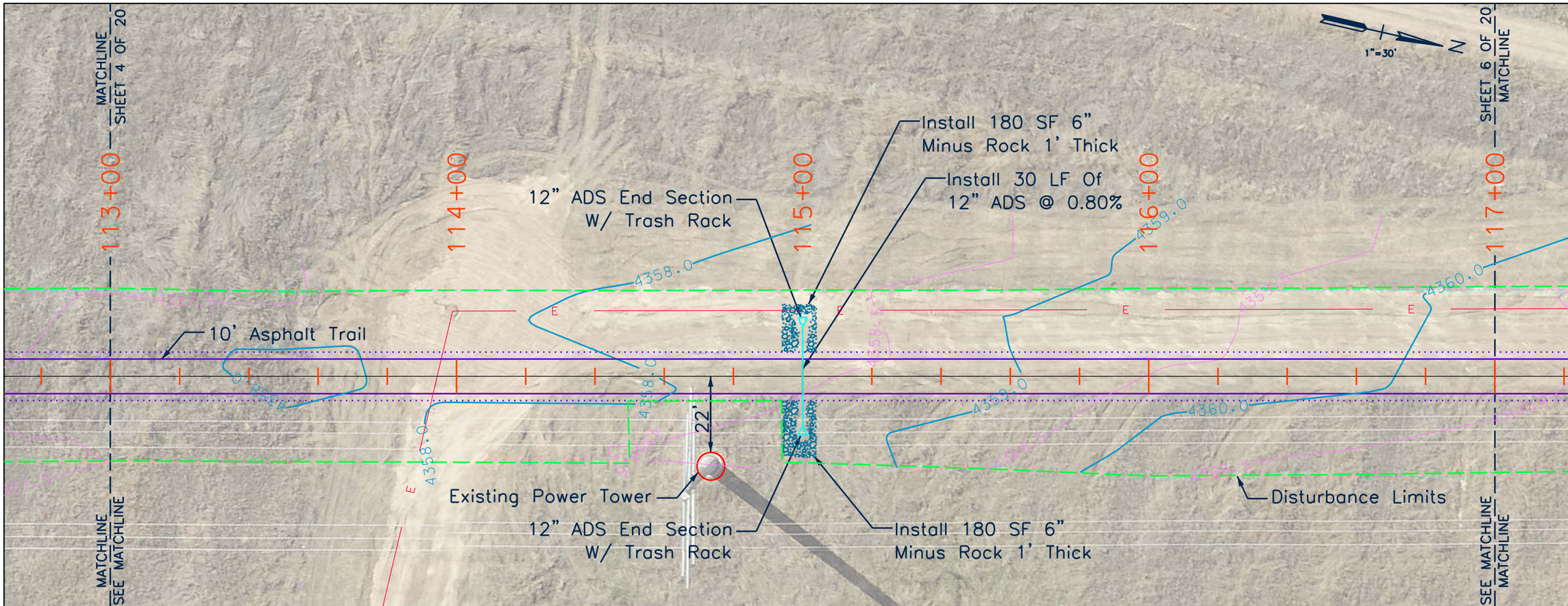
MONTEREY TRAIL

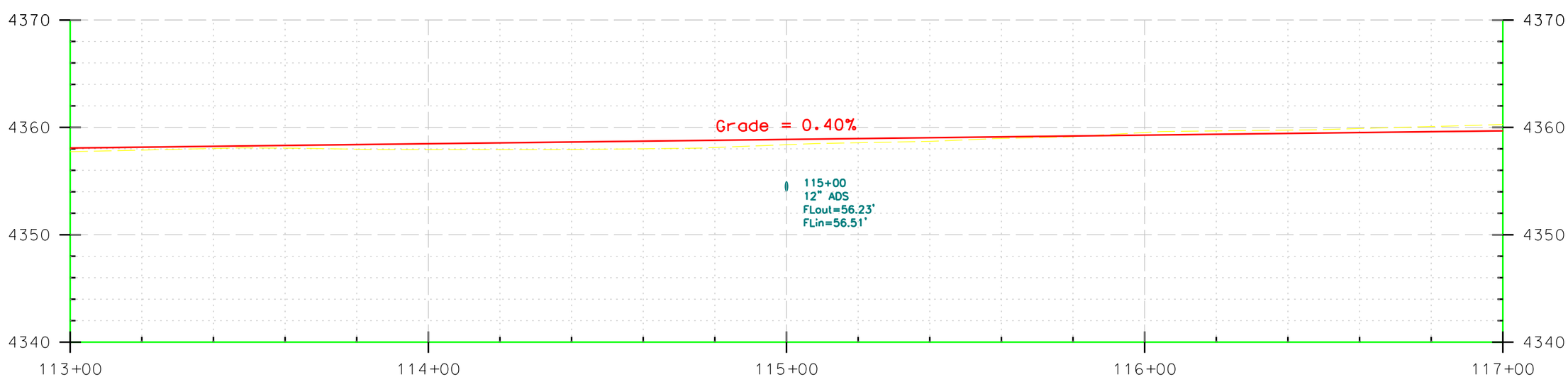
PLAN 3

SYRACUSE CITY EST. 1935

WO 2016-09

SHEET: 4 OF 20





LAST UPDATED: JULY 21, 2016

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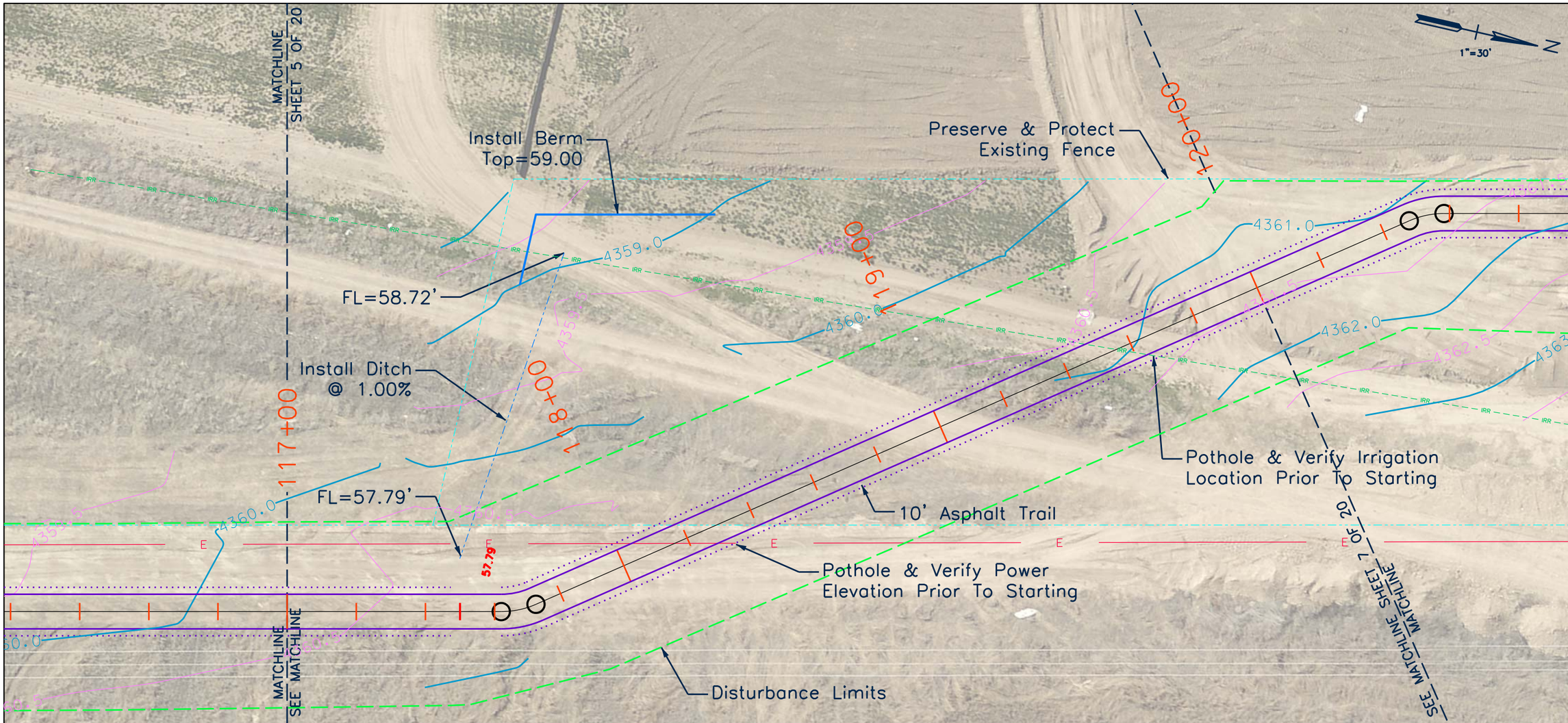
MONTEREY TRAIL

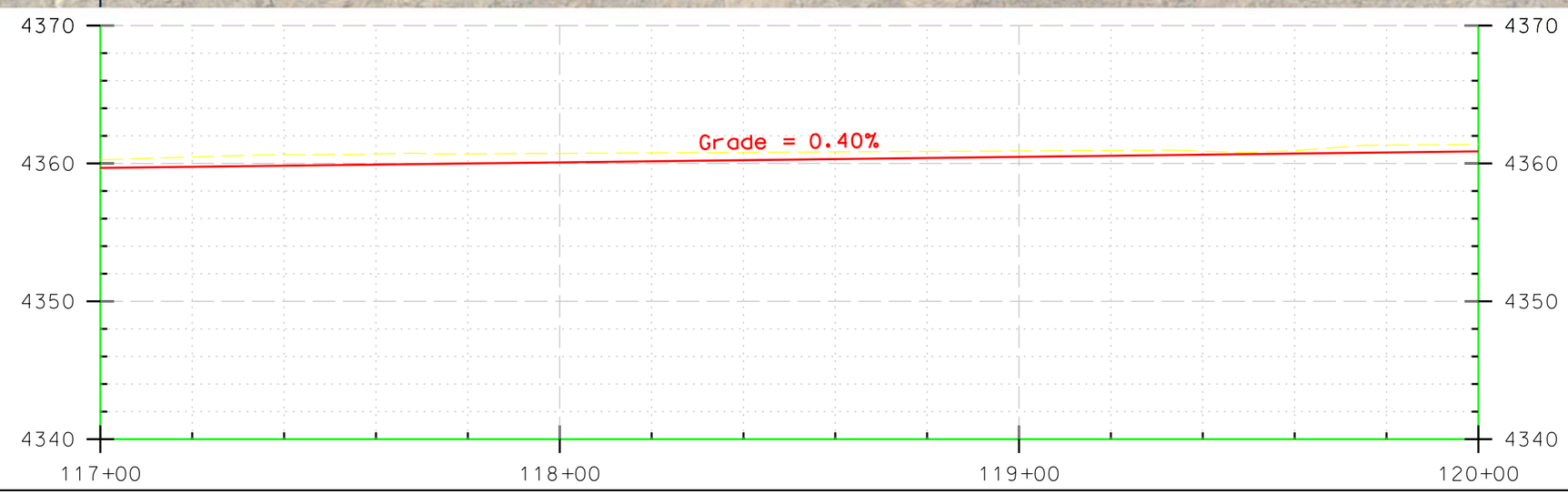
PLAN 4

SYRACUSE CITY EST. 1935

WO 2016-09

SHEET: 5 OF 20





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JULY 21, 2016

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MONTEREY TRAIL

PLAN 5

SYRACUSE CITY EST. 1935

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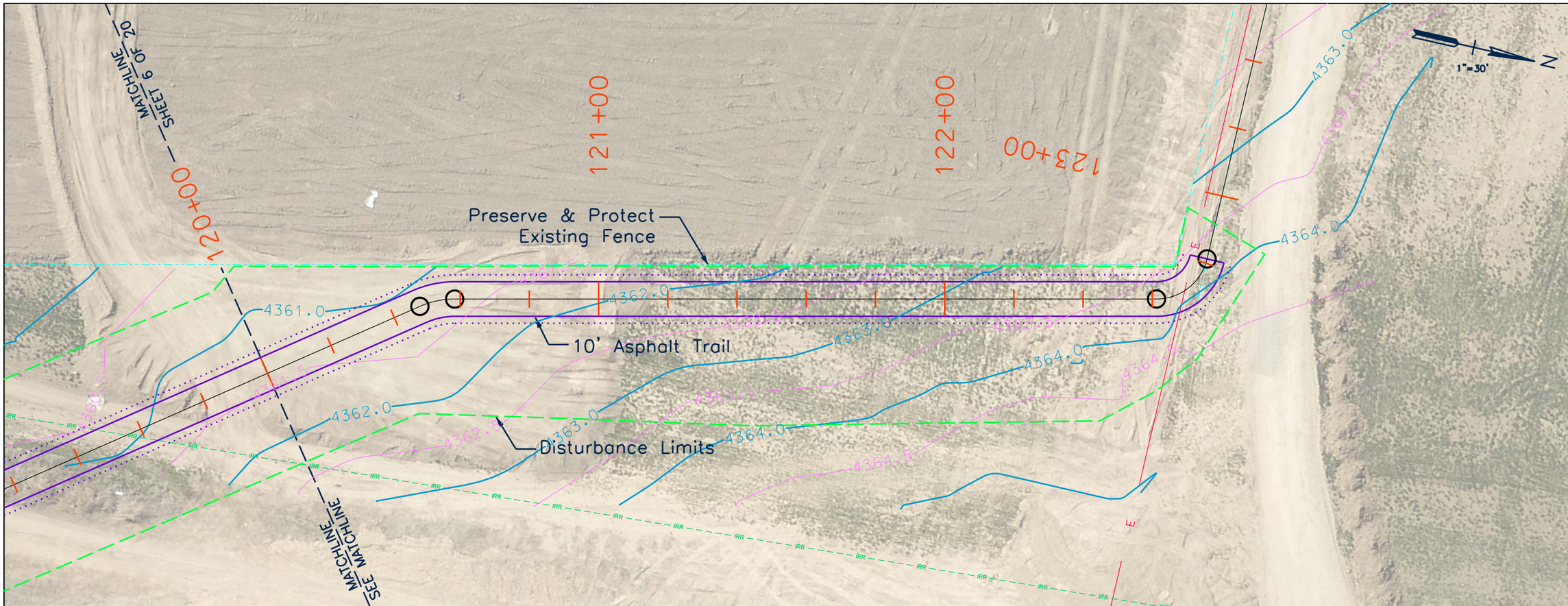
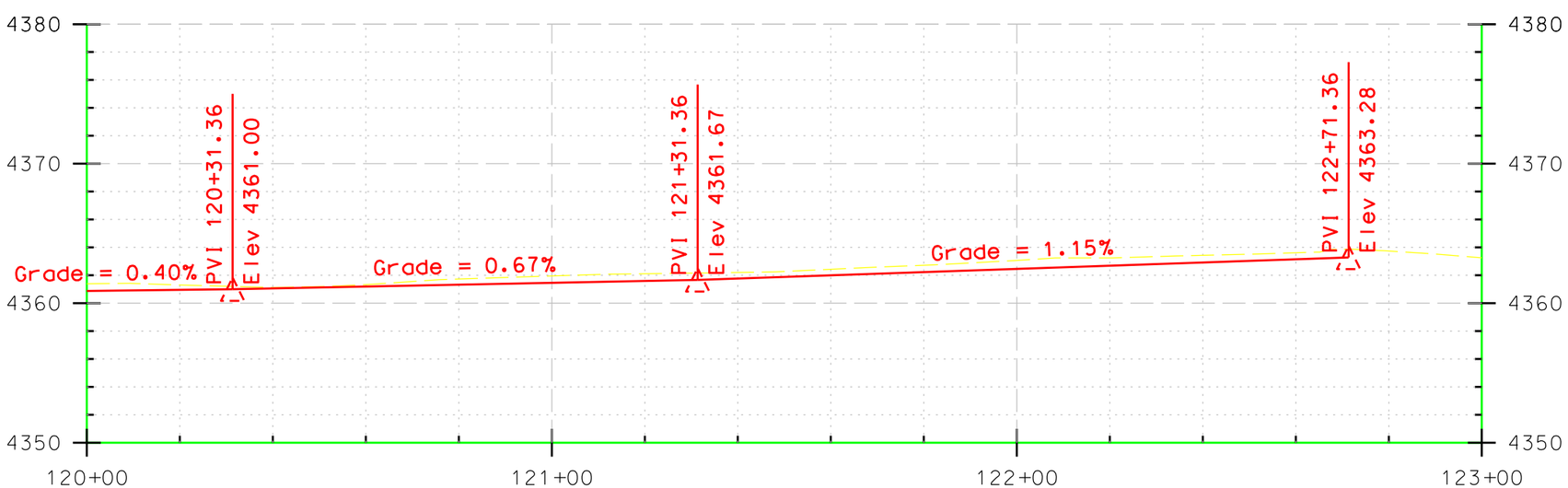
6 OF 20

LAST UPDATED:
JULY 21, 2016

DRAWN BY: BB





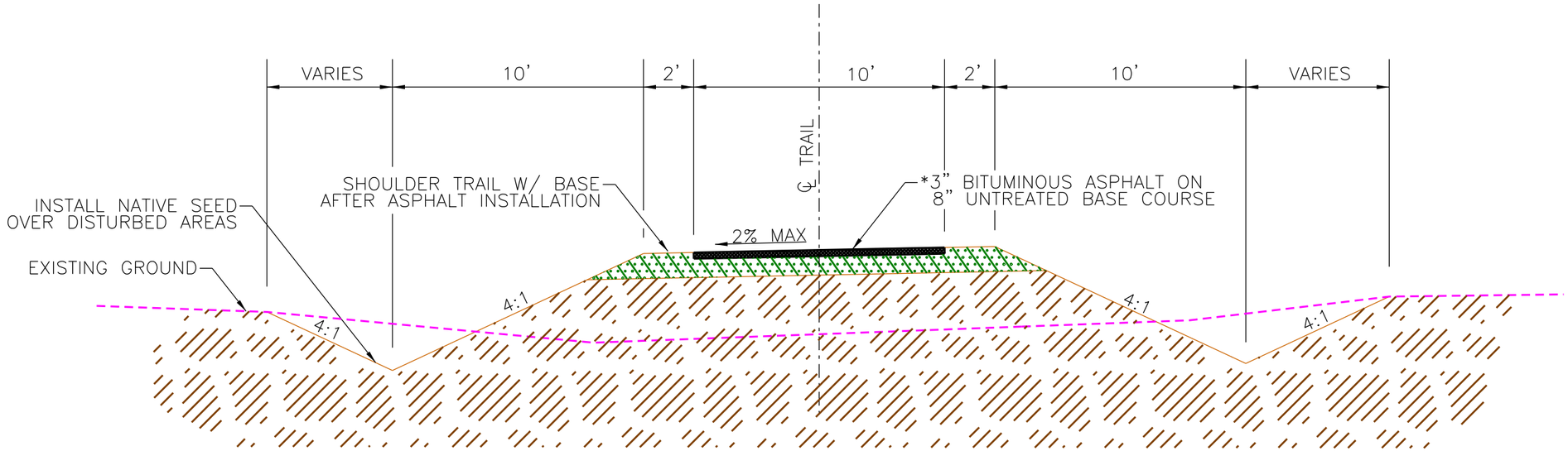
MONTEREY TRAIL

PLAN 6

SYRACUSE CITY EST. 1935

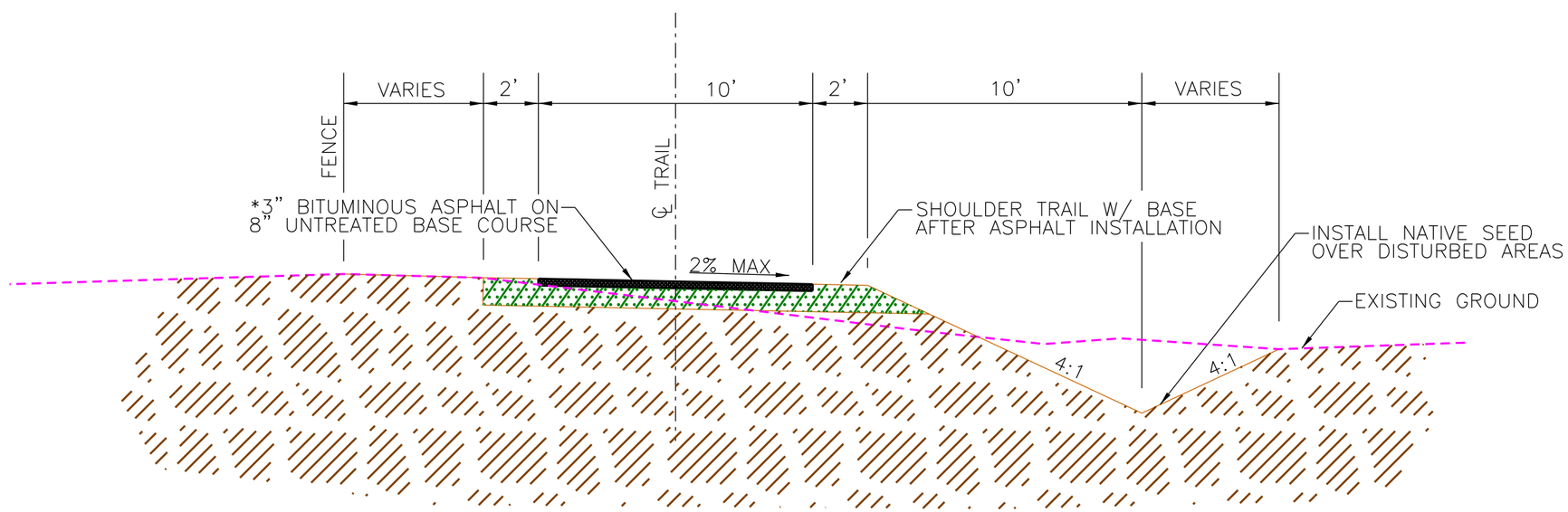
WO 2016-09

SHEET:
7 OF 20



CROSS SECTION
102+50 TO 120+00

*INSTALL HIGH DENSITY MINERAL BOND SEAL



CROSS SECTION
120+00 TO 123+00

*INSTALL HIGH DENSITY MINERAL BOND SEAL

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JULY 21, 2016

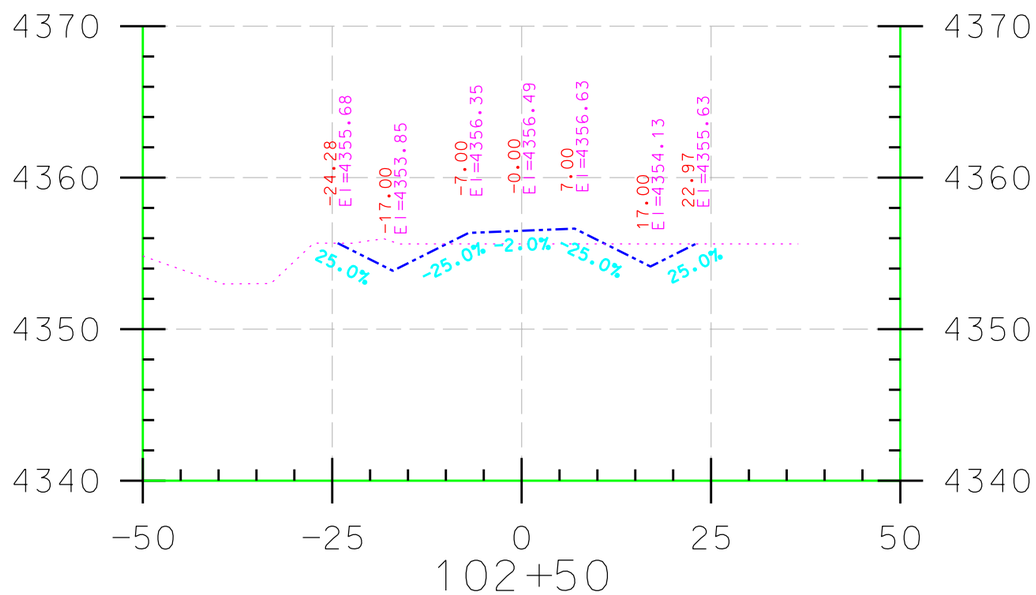
DRAWN BY: BB

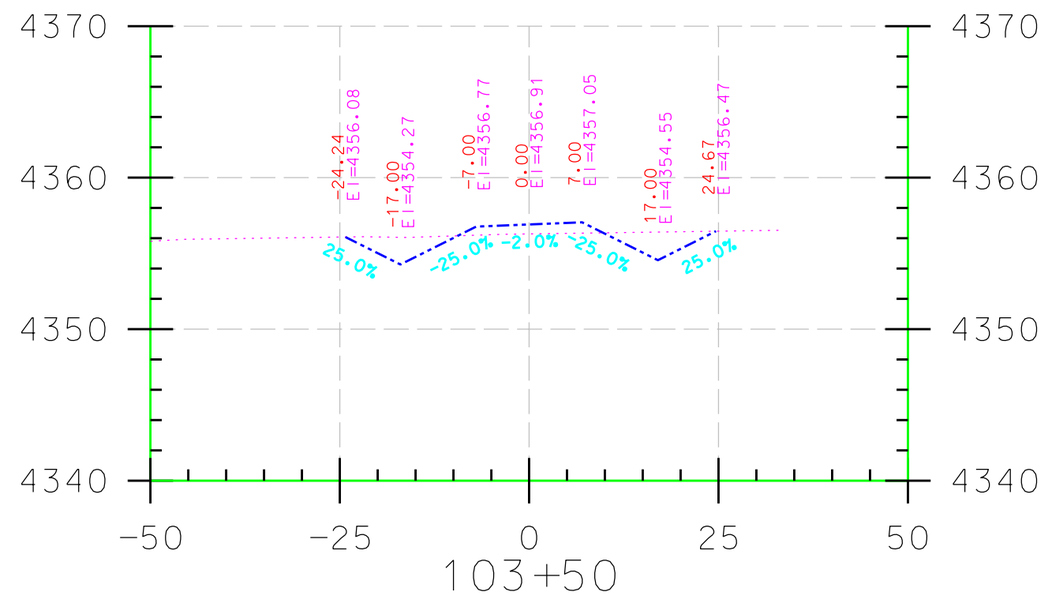
MONTEREY TRAIL

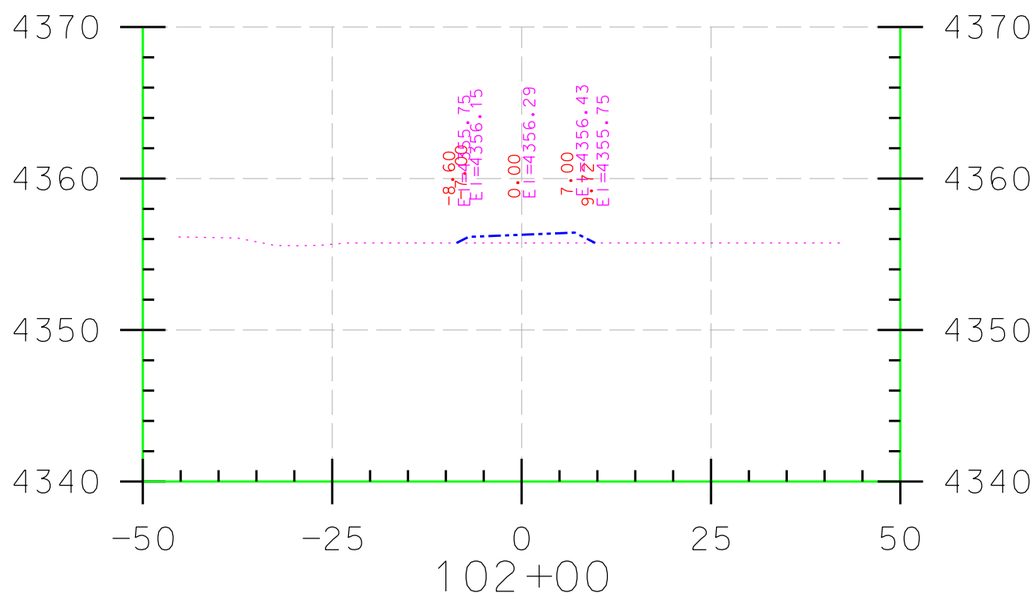
TYPICAL CROSS SECTIONS

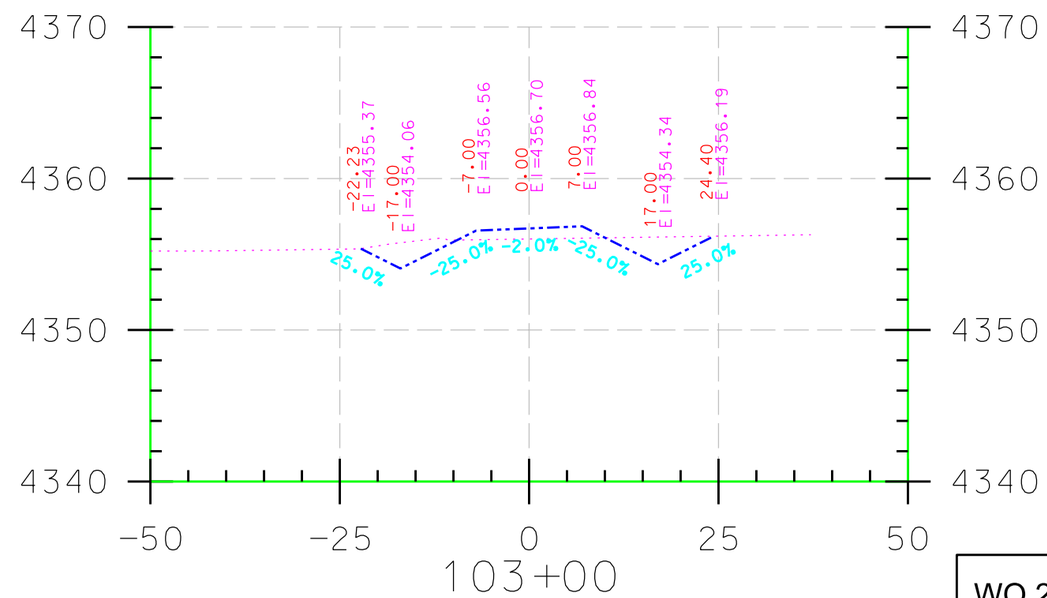
SYRACUSE CITY EST. 1935

WO 2016-09









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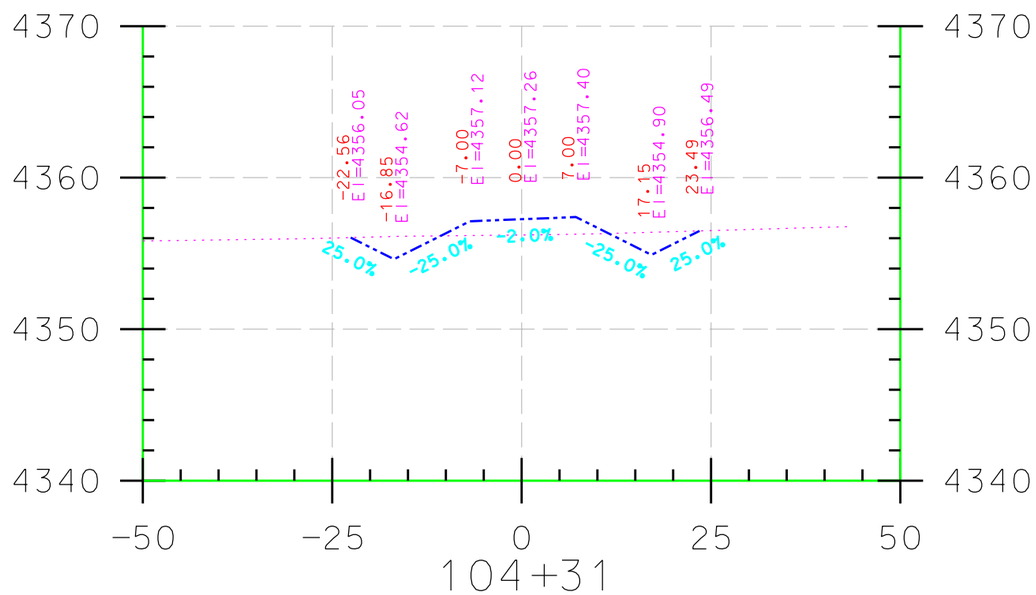
MONTEREY TRAIL

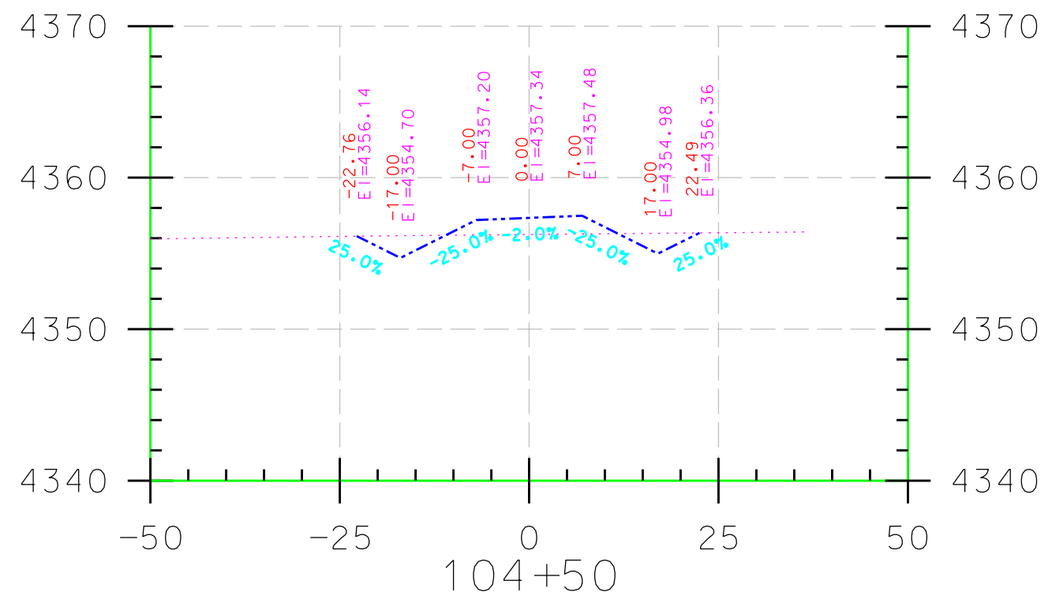
CROSS SECTION 1

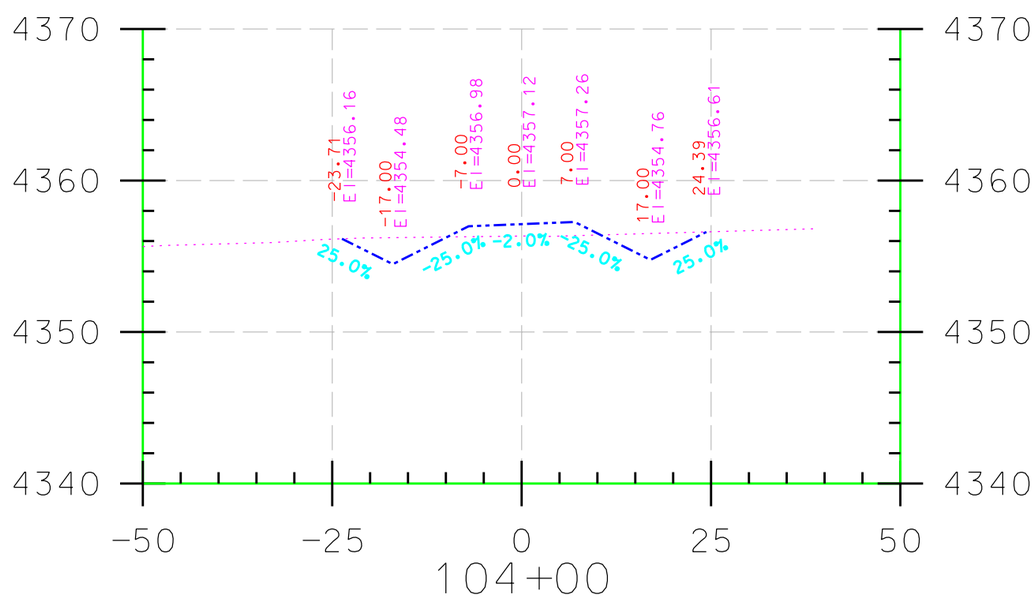
SYRACUSE EST. CITY 1935

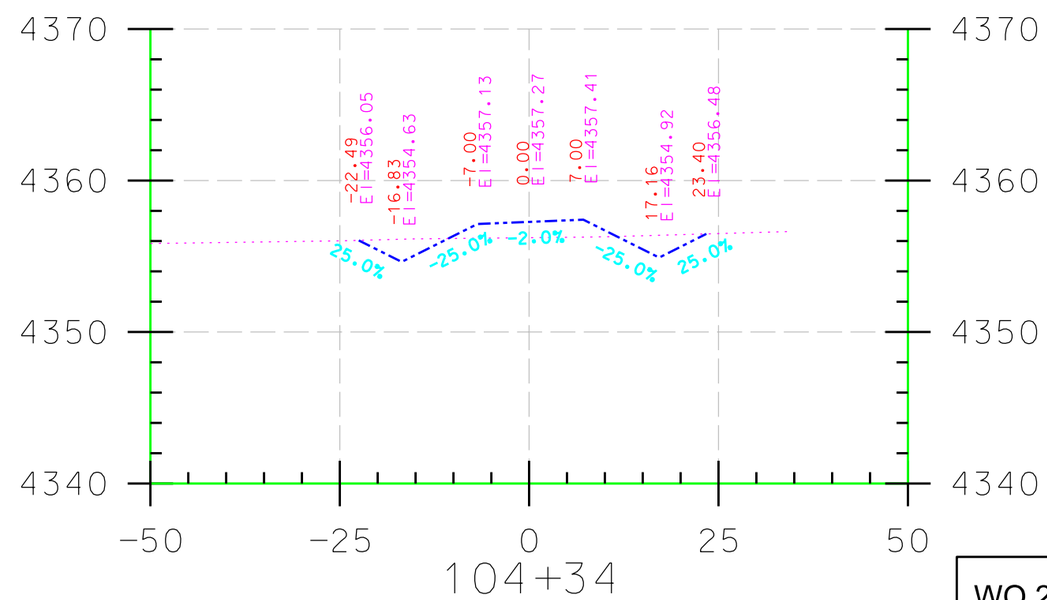
WO 2016-09

SHEET:
9 OF 20









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JULY 21, 2016

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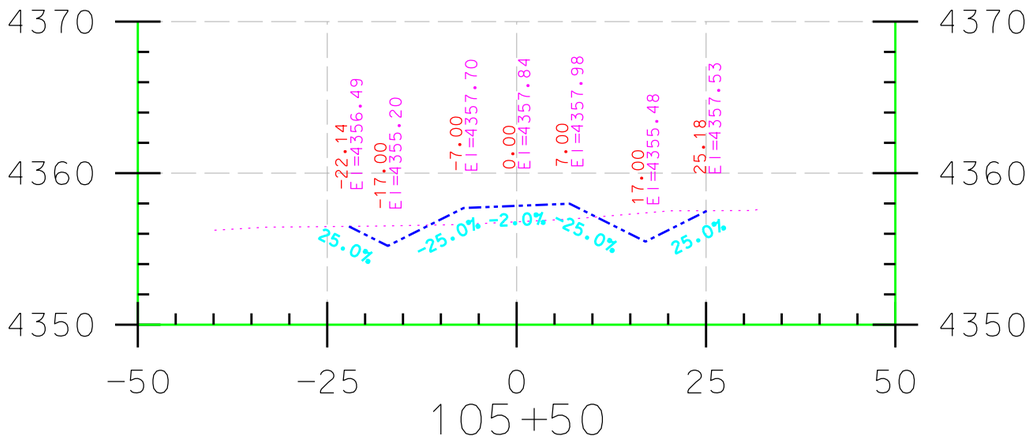
MONTEREY TRAIL

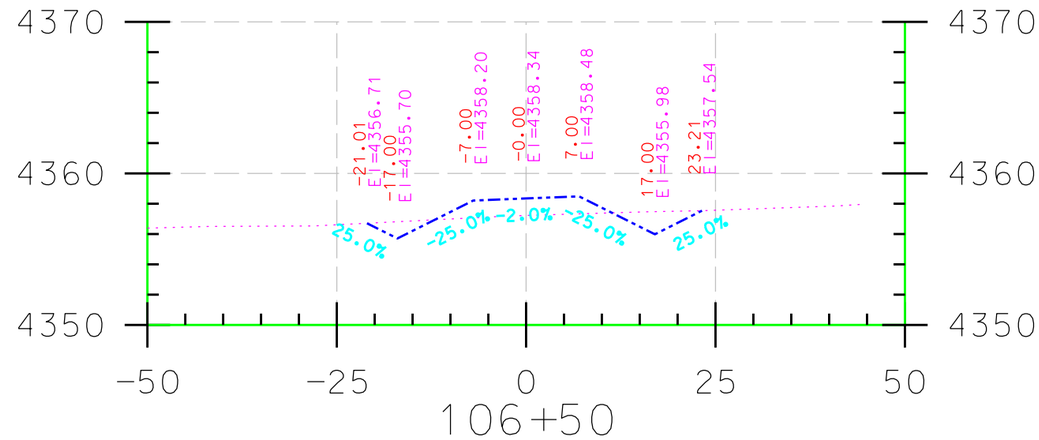
CROSS SECTION 2

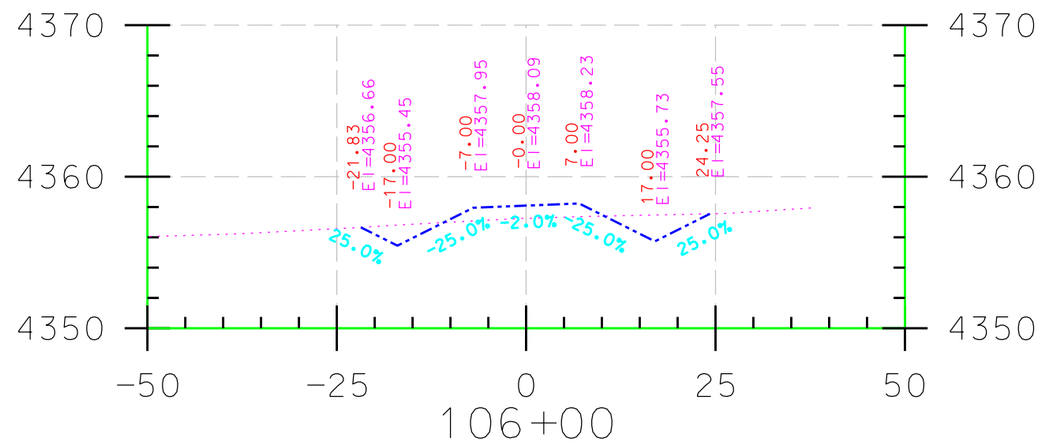
SYRACUSE EST. CITY 1935

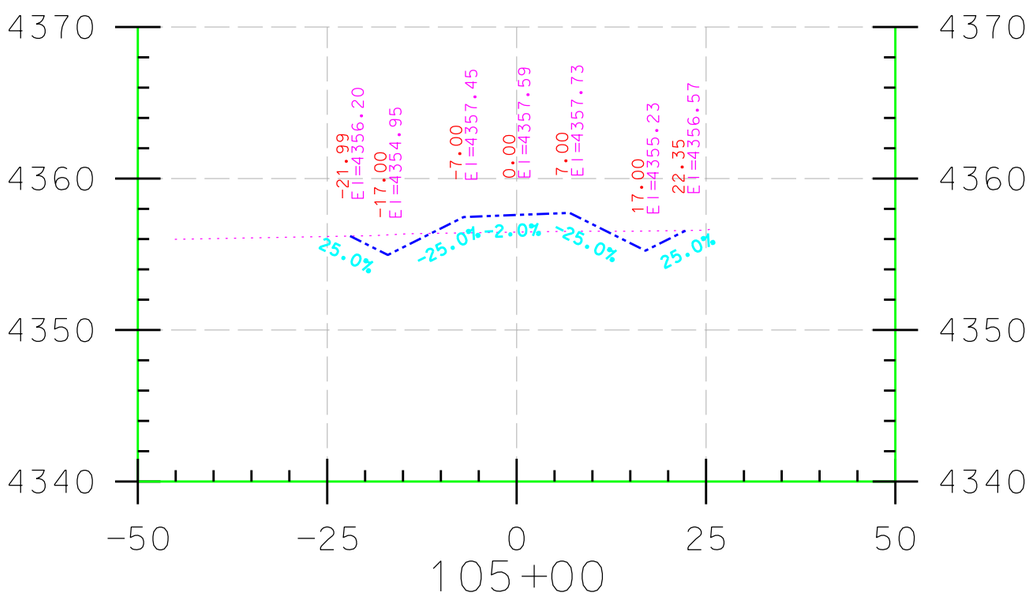
WO 2016-09

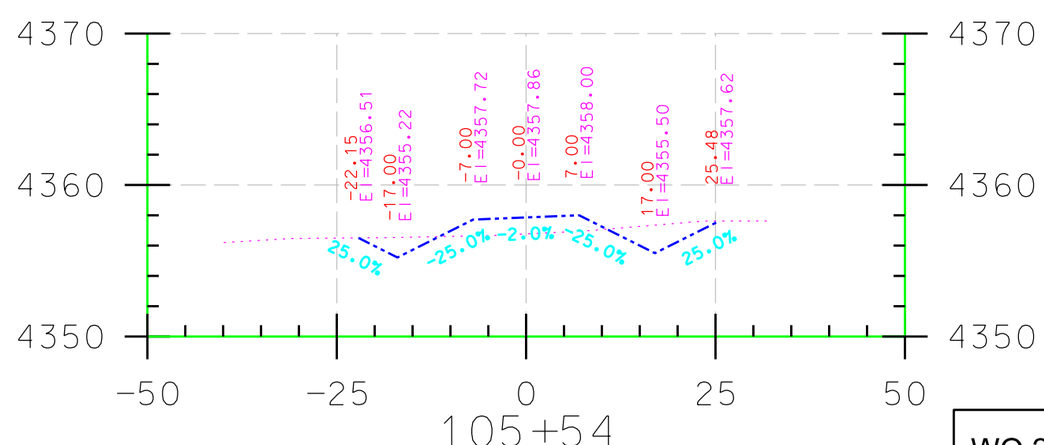
SHEET:
10 OF 20











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MONTEREY TRAIL

CROSS SECTION 3

SYRACUSE CITY EST. 1935

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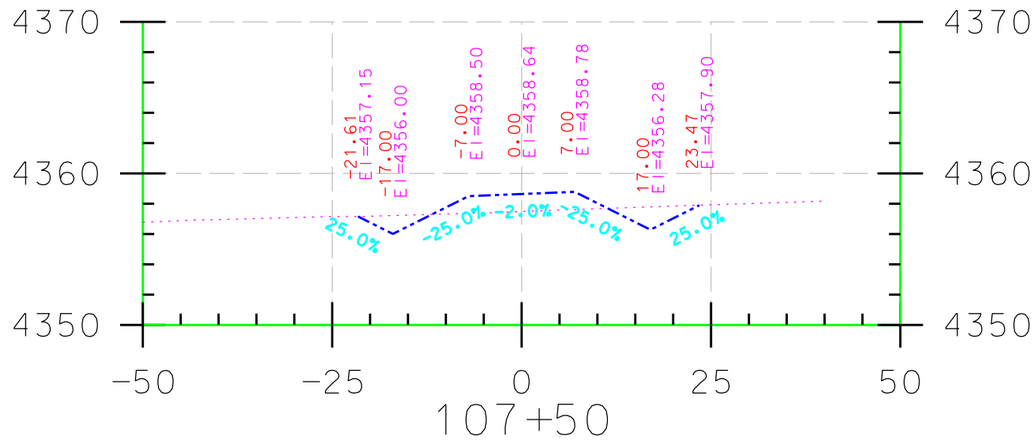
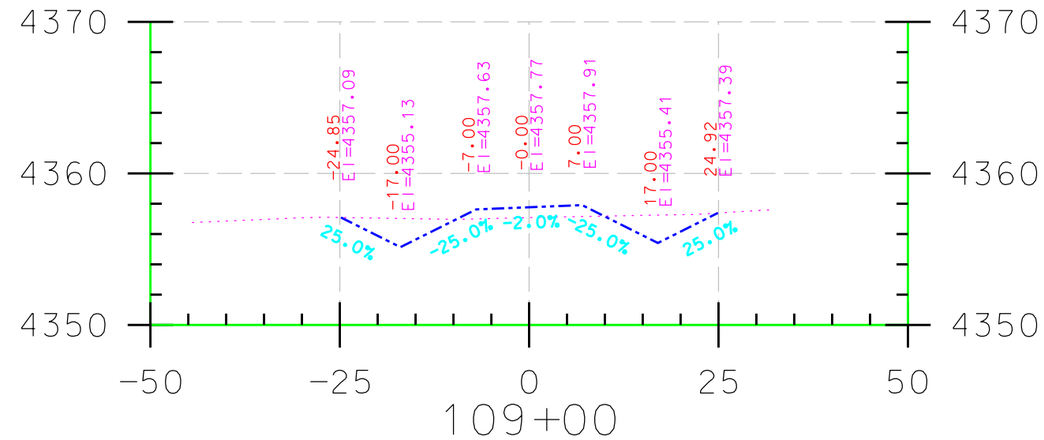
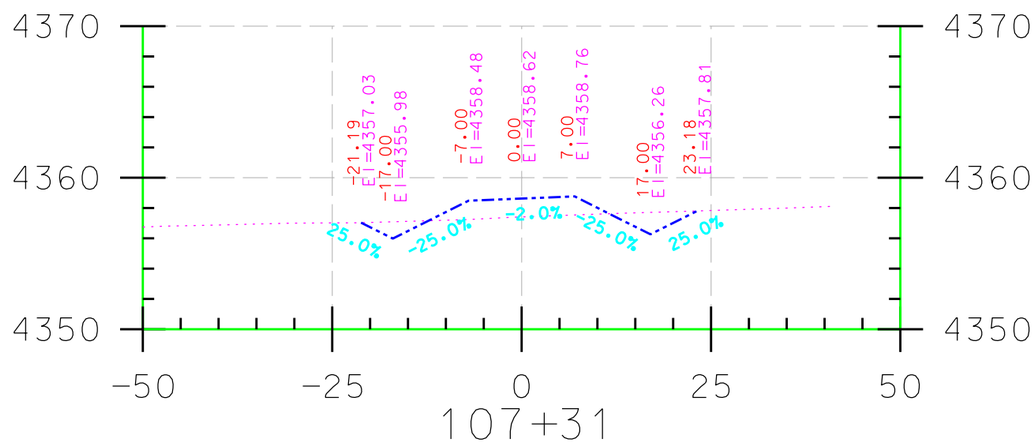
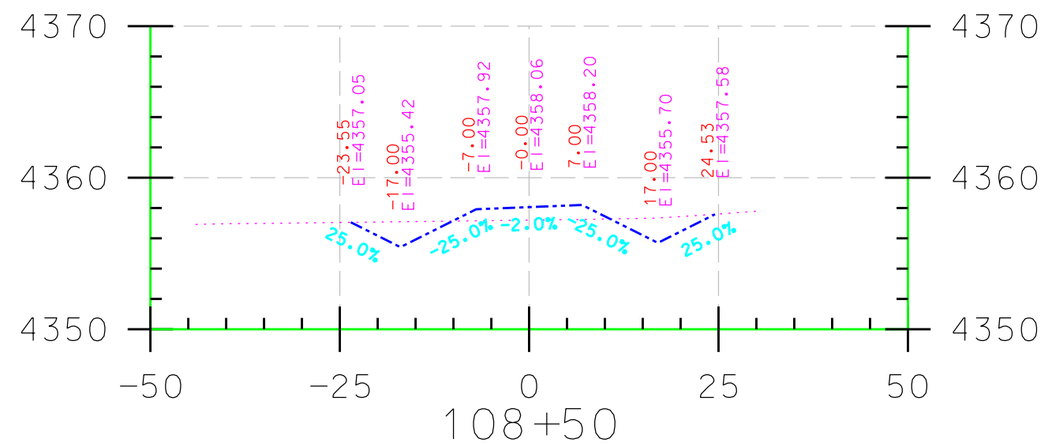
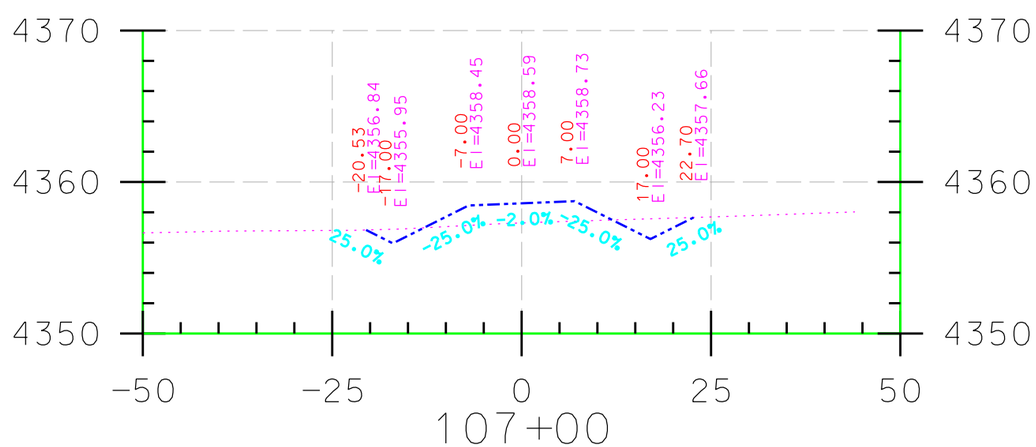
11 OF 20

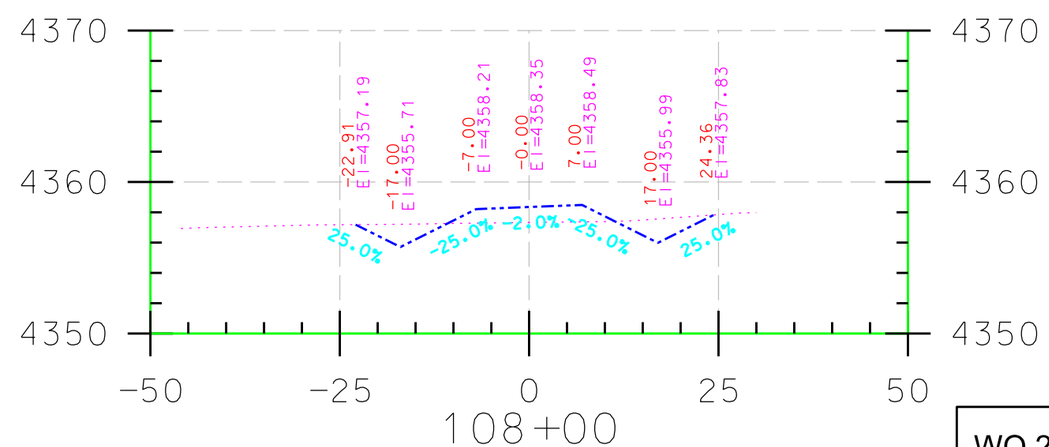












LAST UPDATED:
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MONTEREY TRAIL

CROSS SECTION 4

SYRACUSE CITY EST. 1935

WO 2016-09

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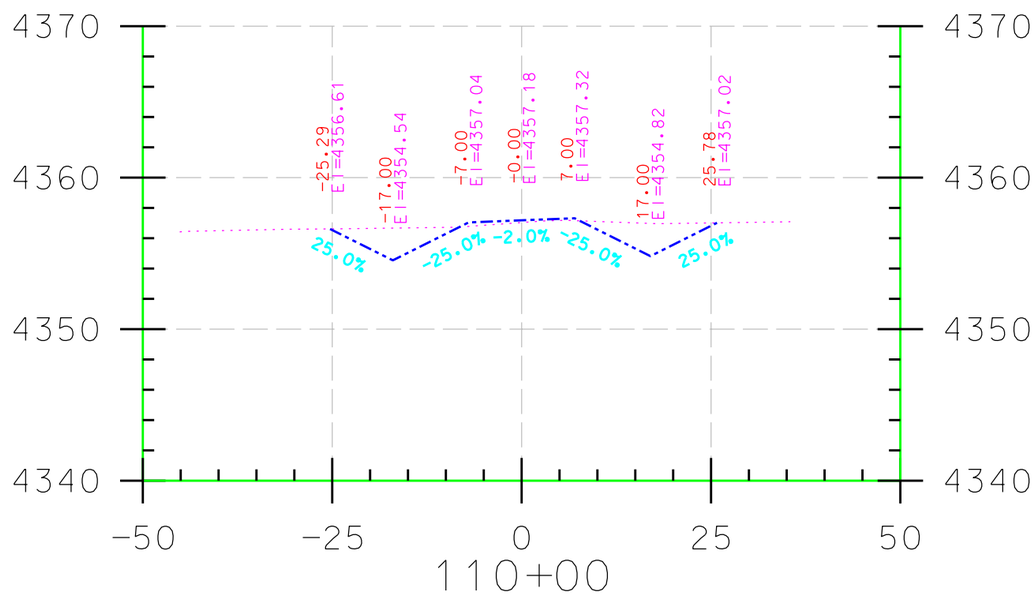

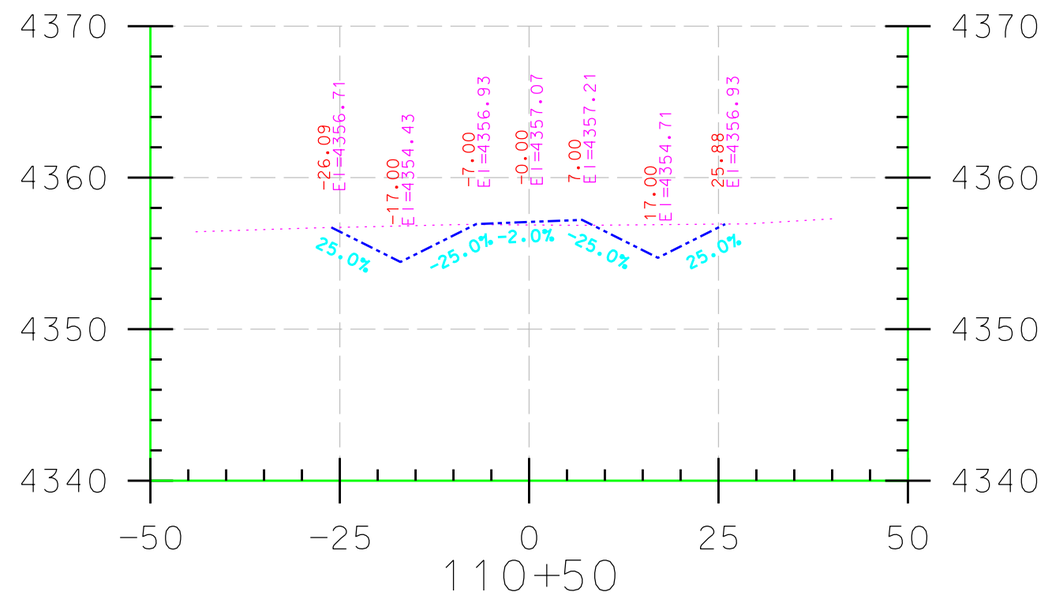

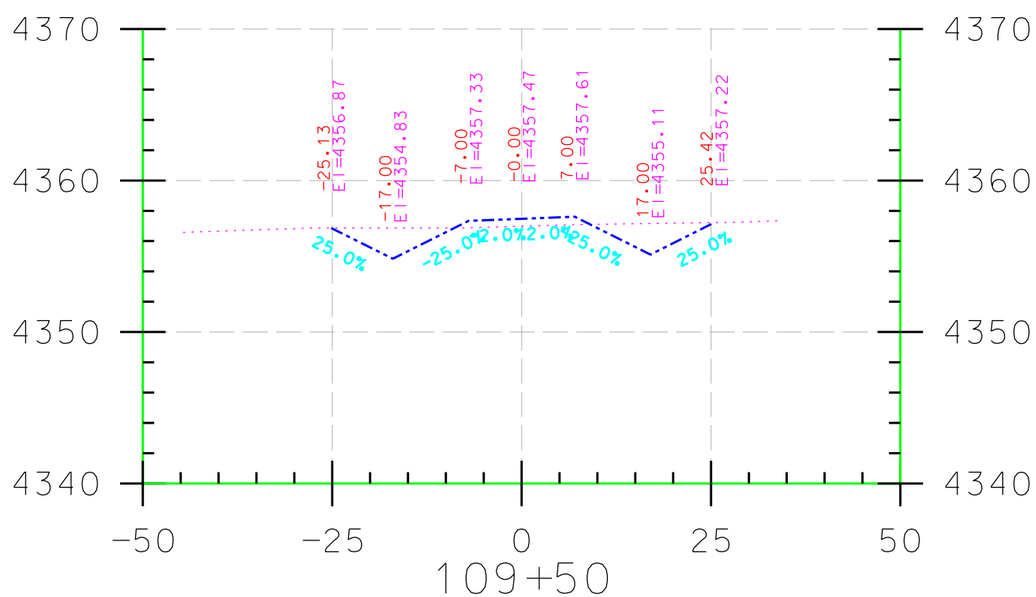

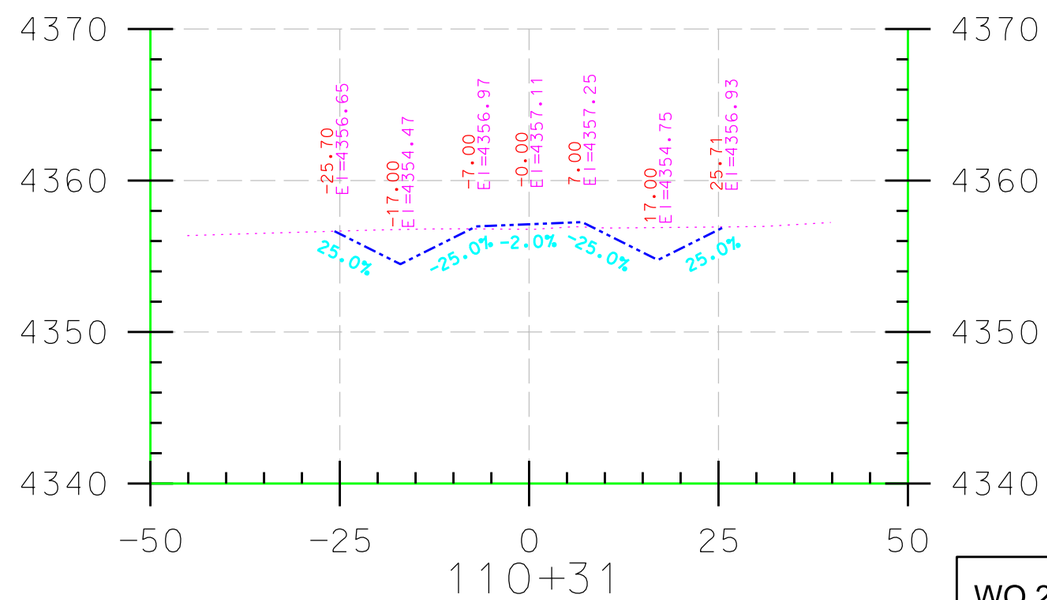

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JULY 21, 2016

DRAWN BY: BB

MONTEREY TRAIL

CROSS SECTION 5

SYRACUSE EST. CITY 1935

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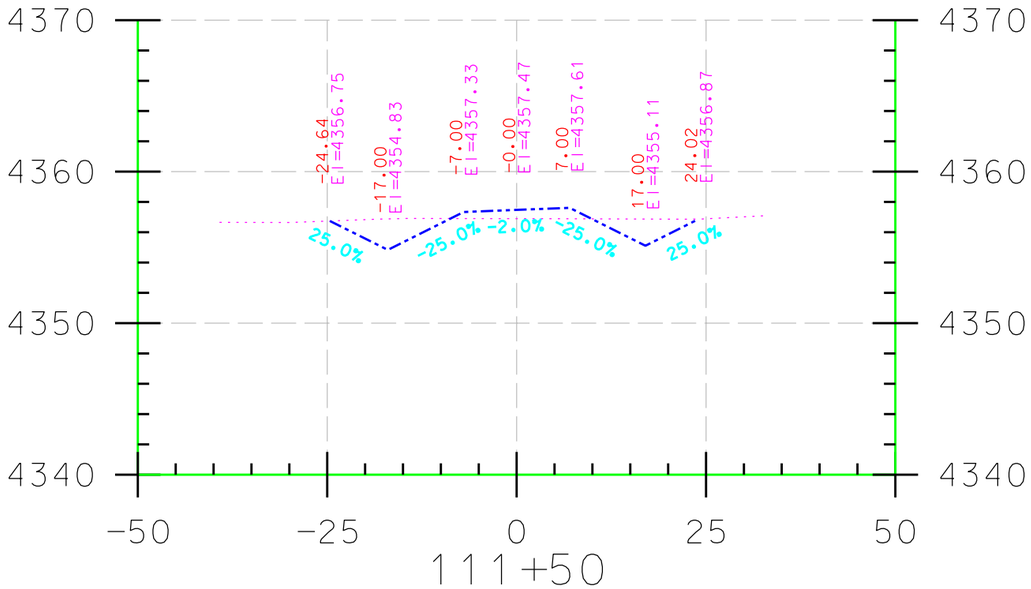
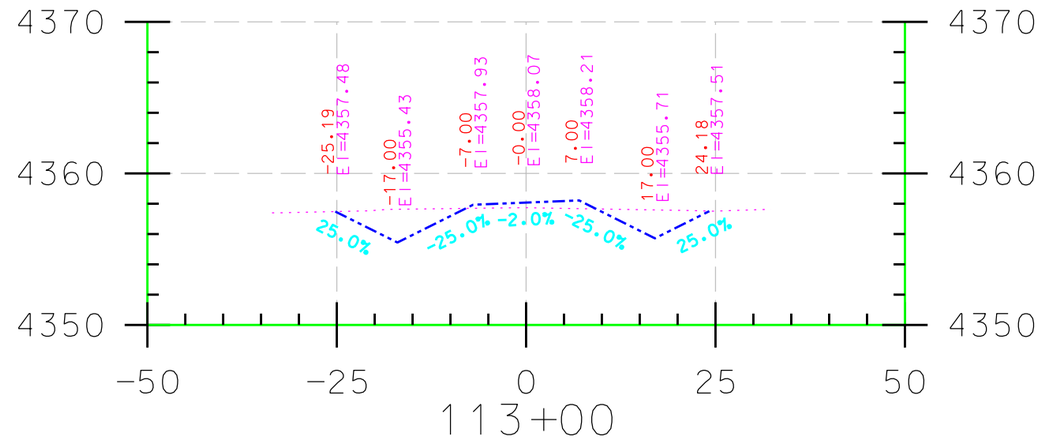
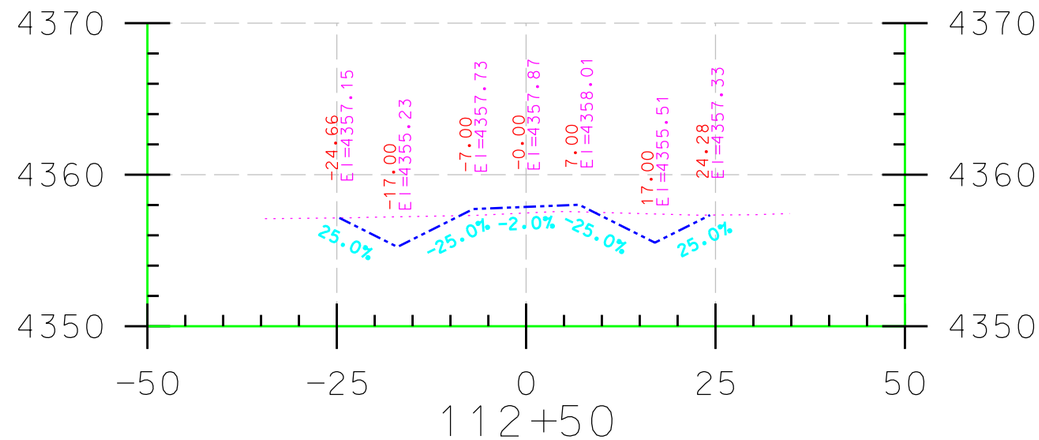
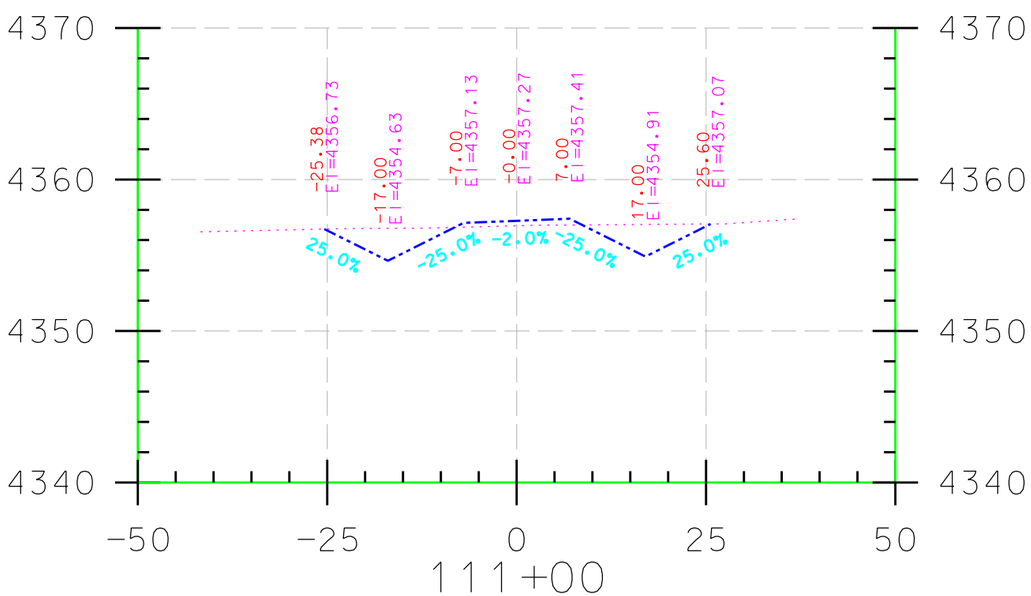
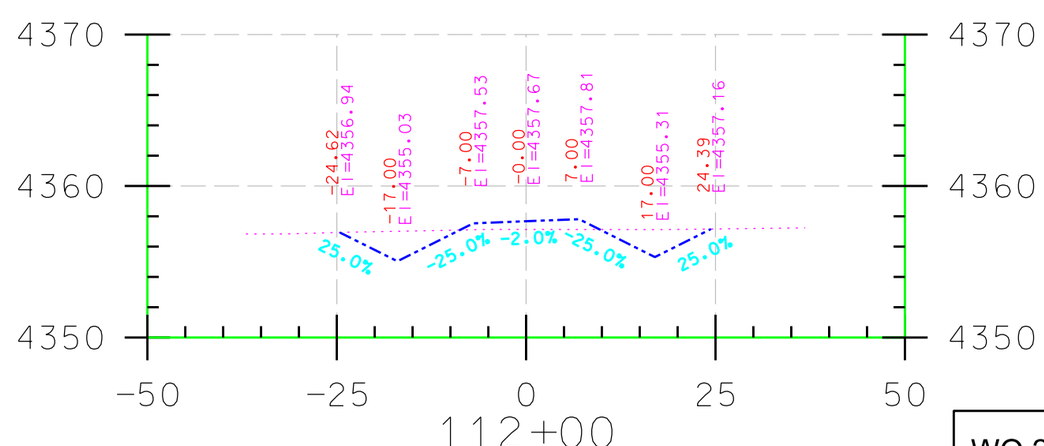
SHEET:
13 OF 20











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MONTEREY TRAIL

CROSS SECTION 6

SYRACUSE CITY EST. 1935

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SHEET:
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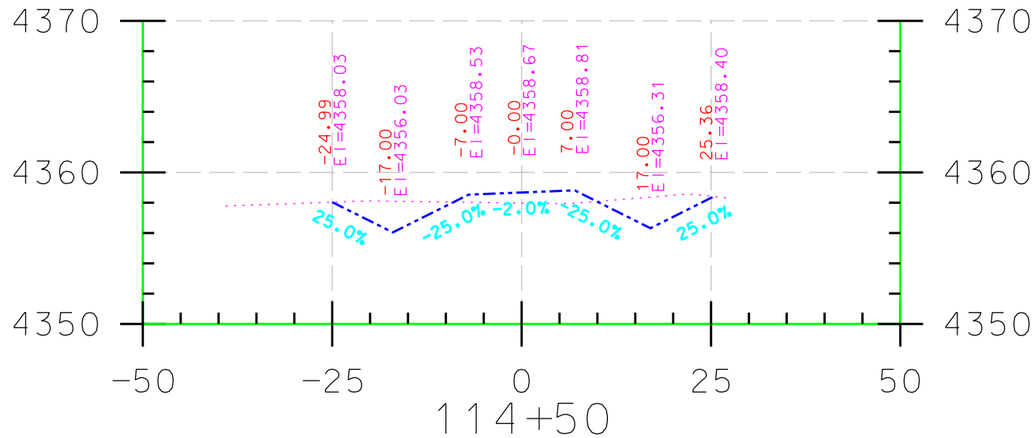

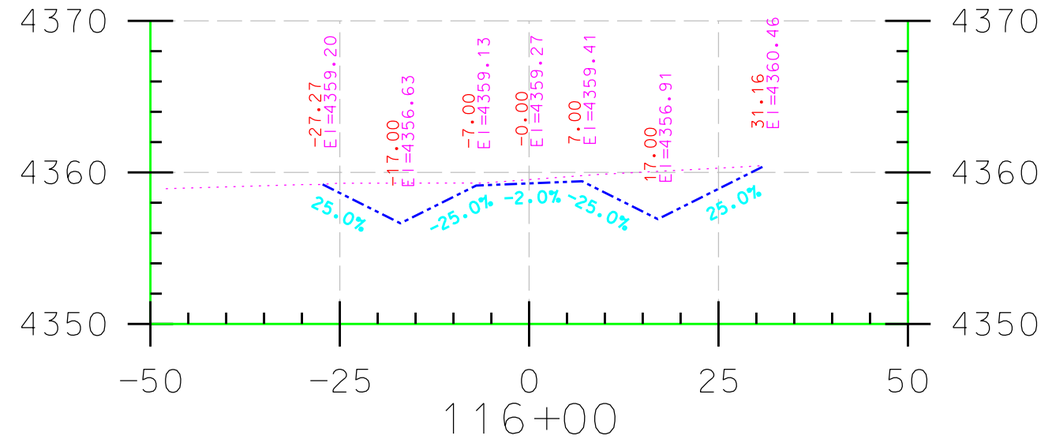

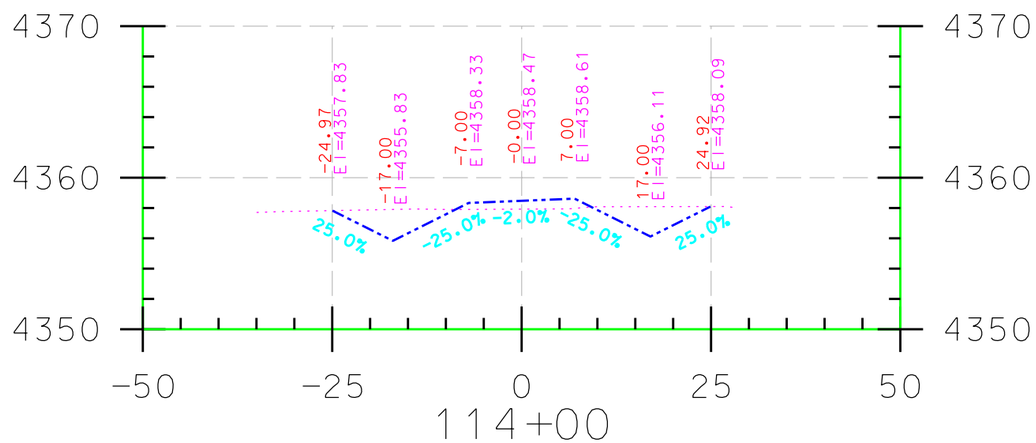

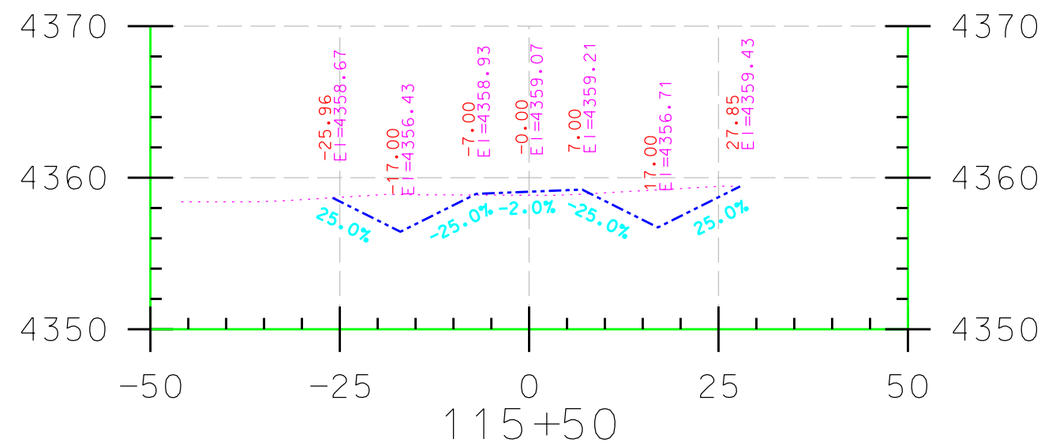

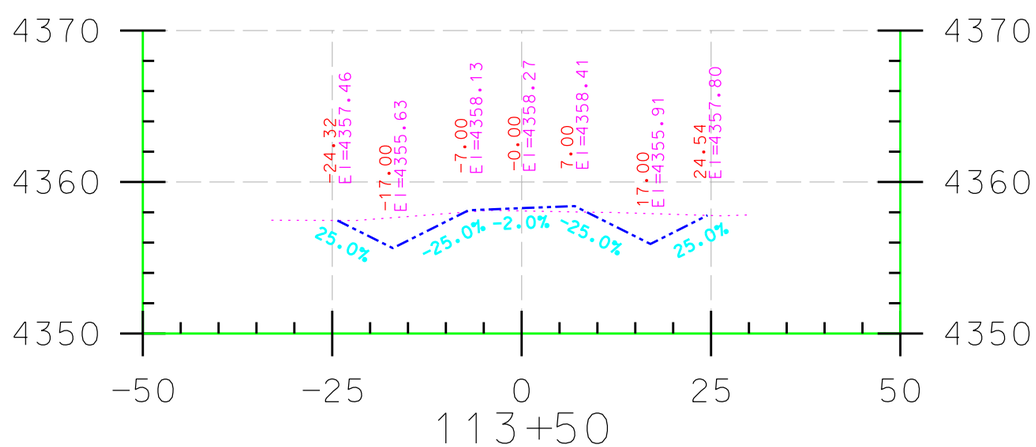

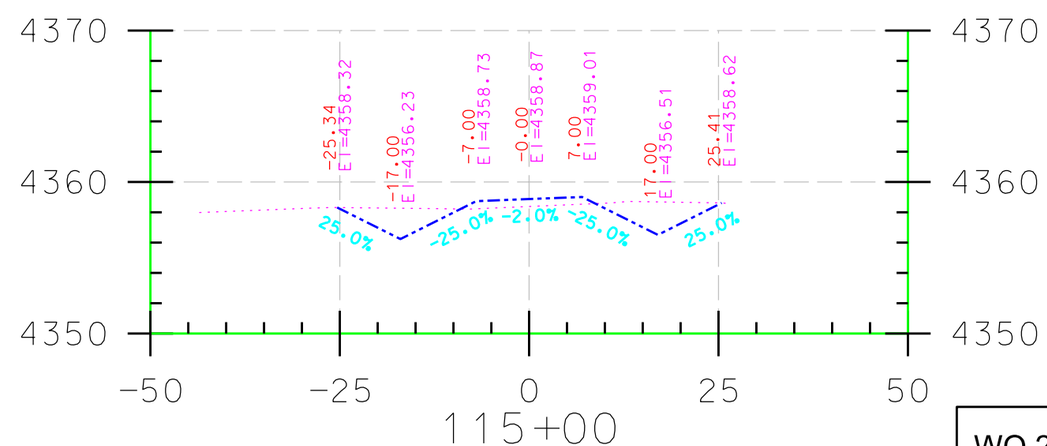

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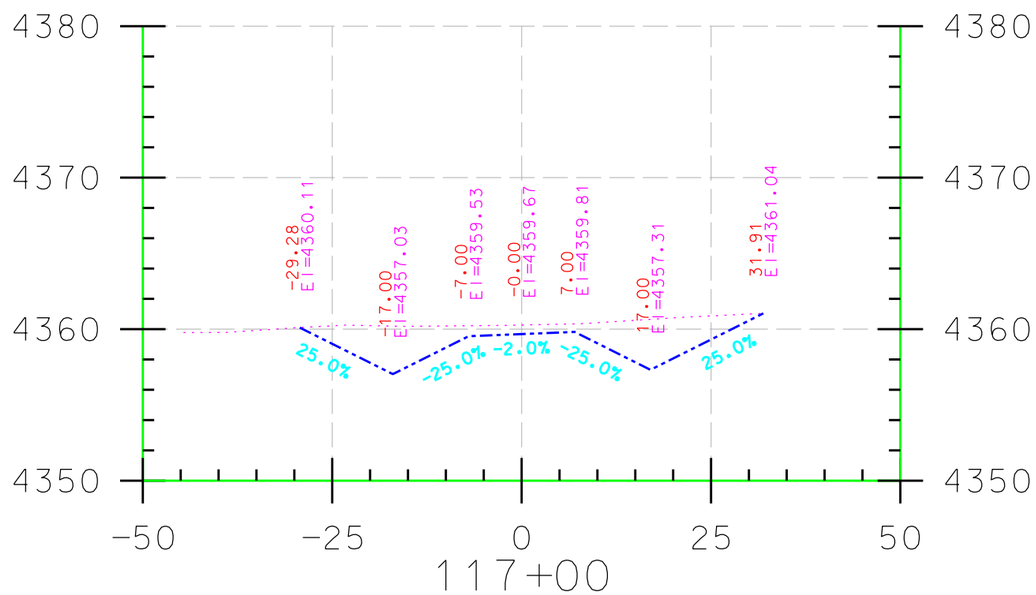

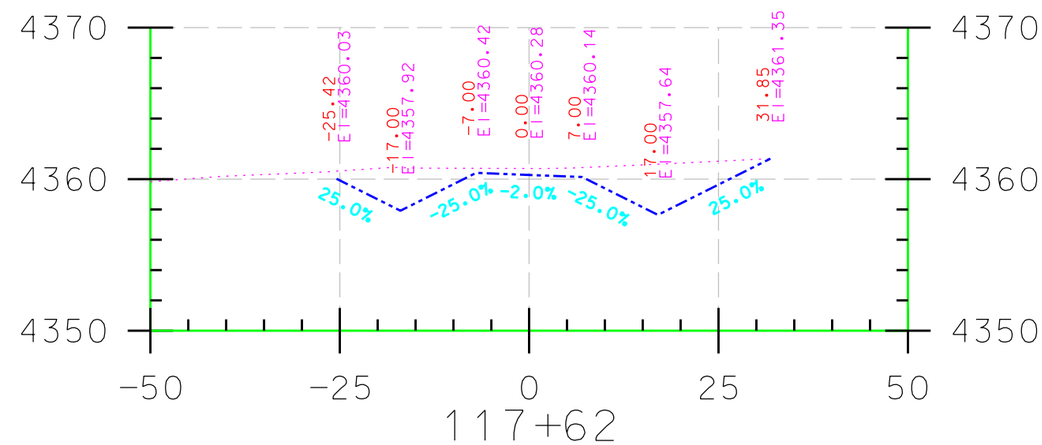

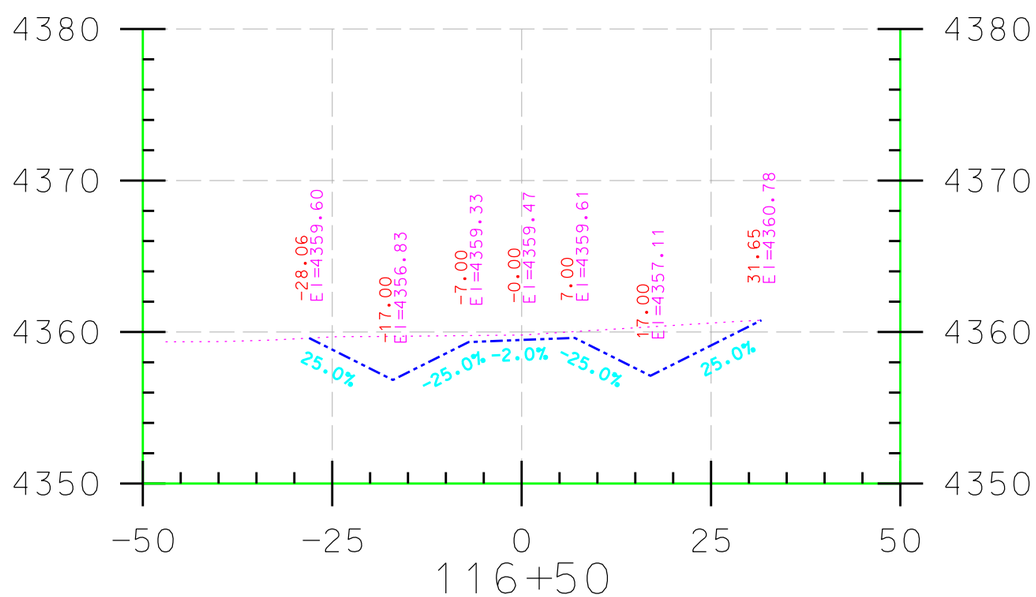

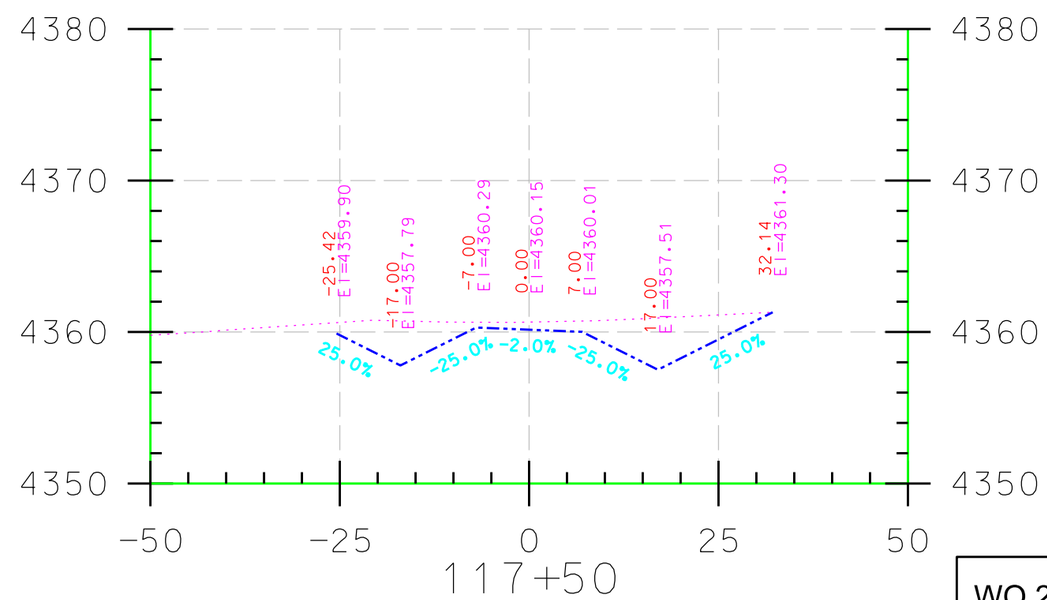

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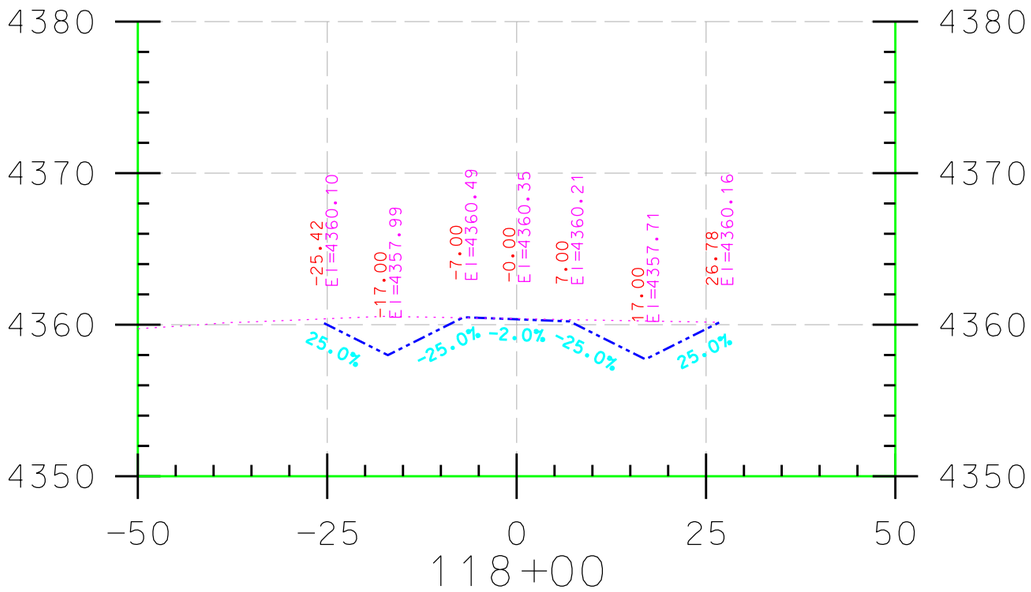

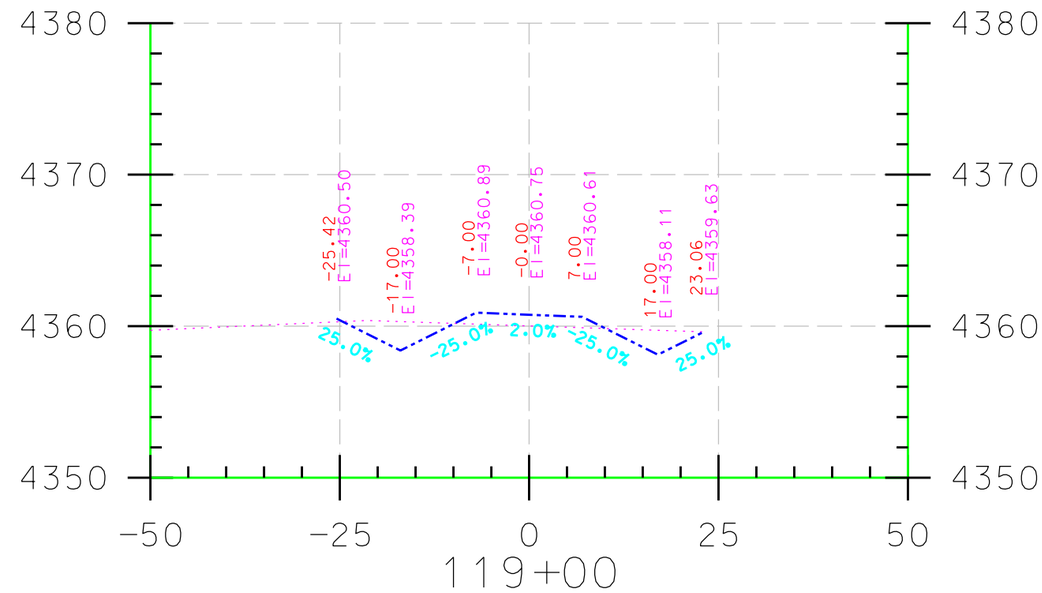

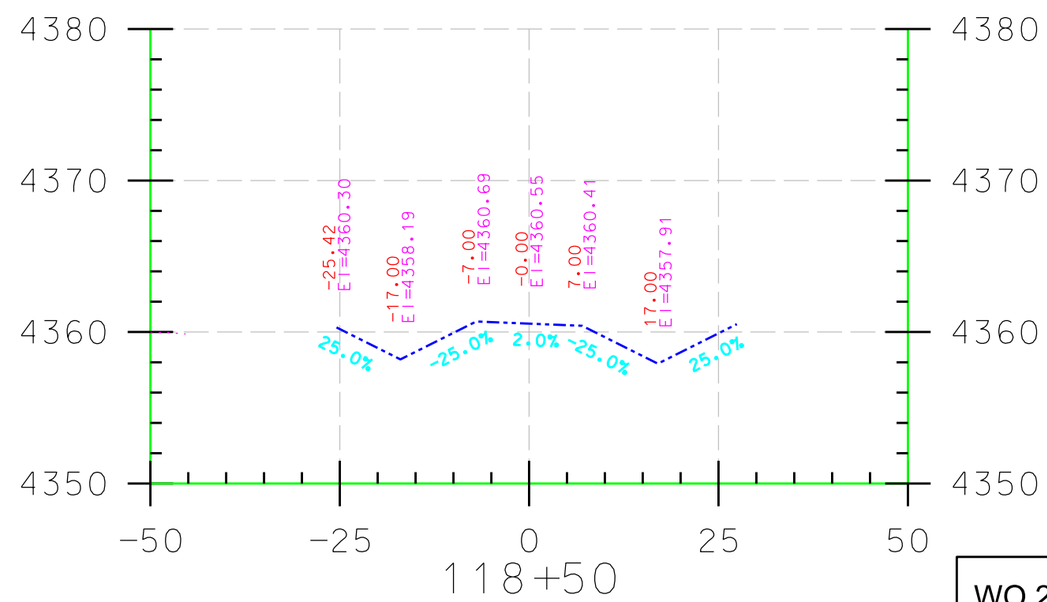

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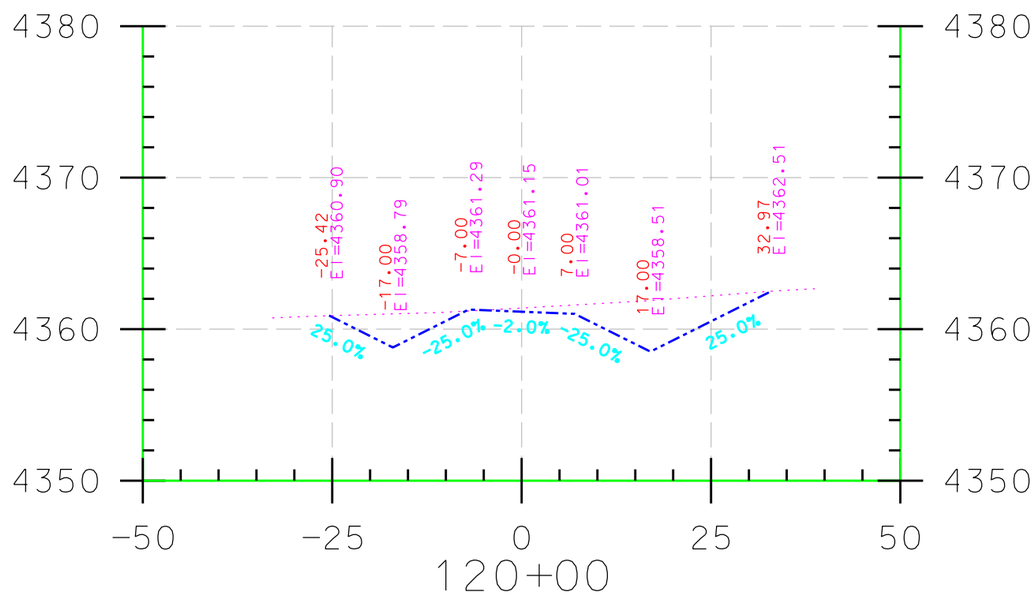

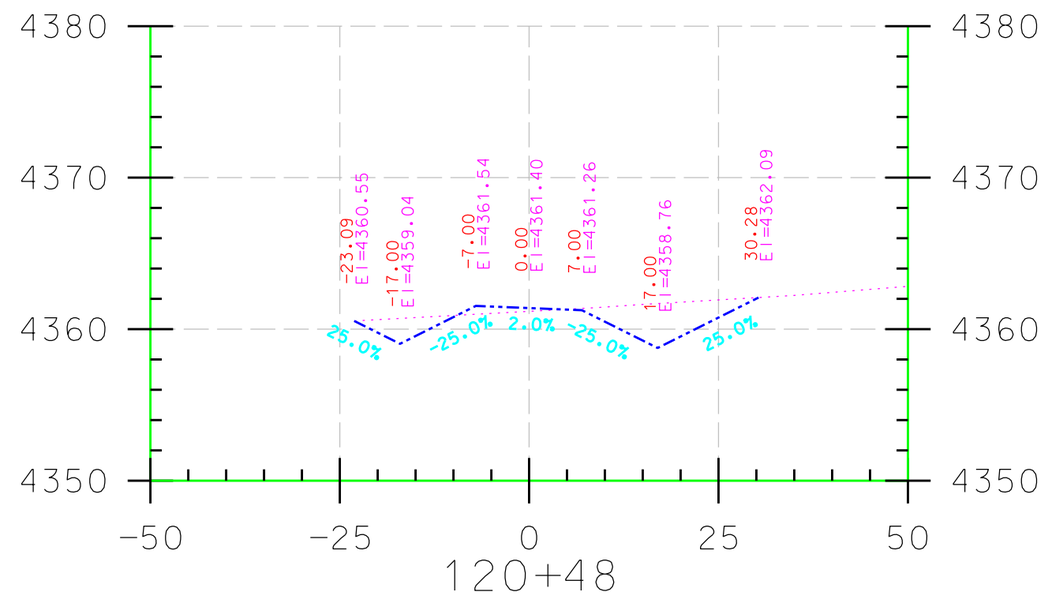

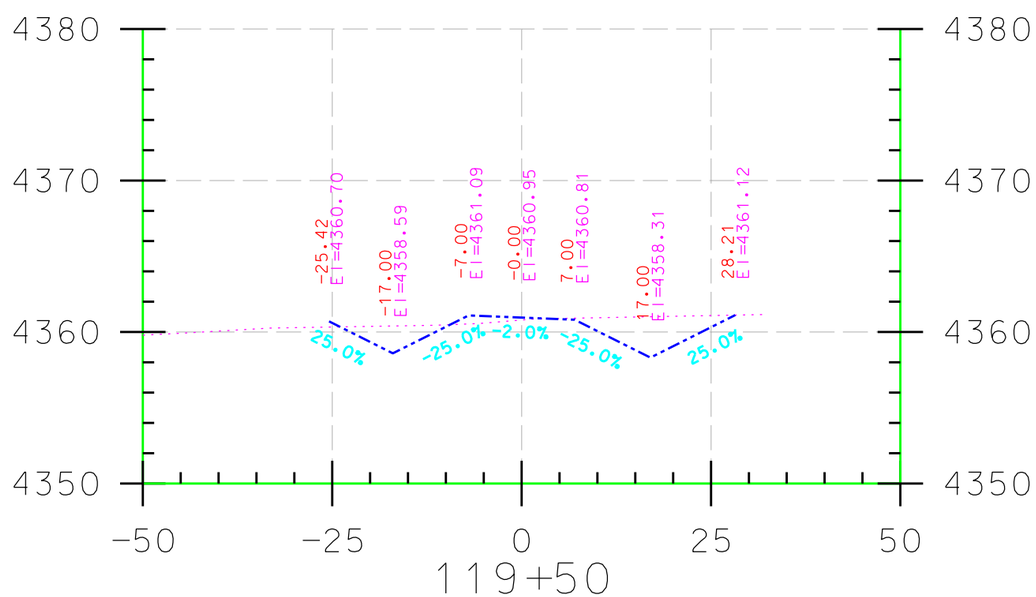

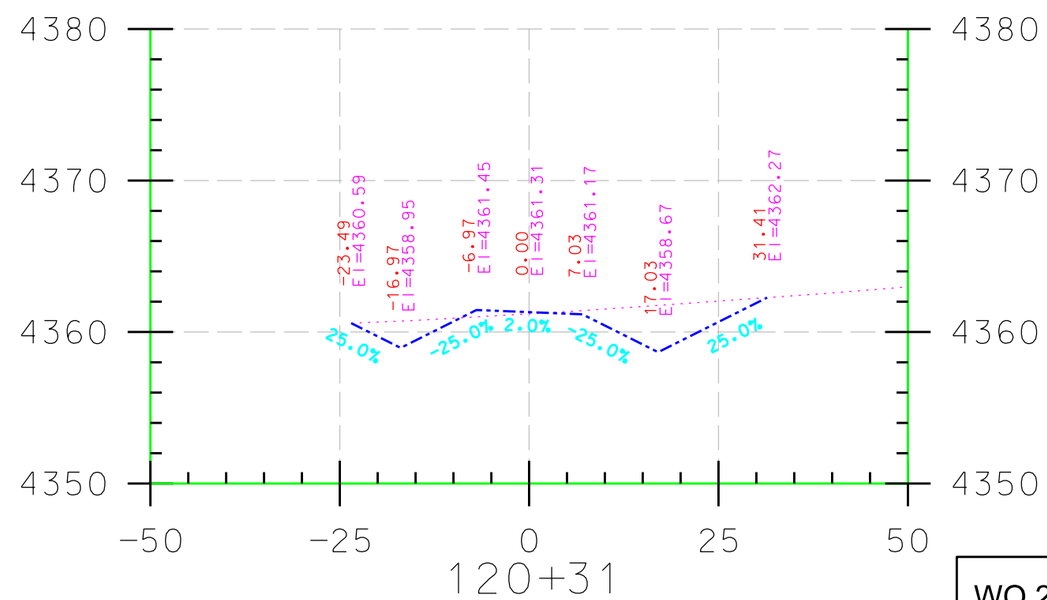

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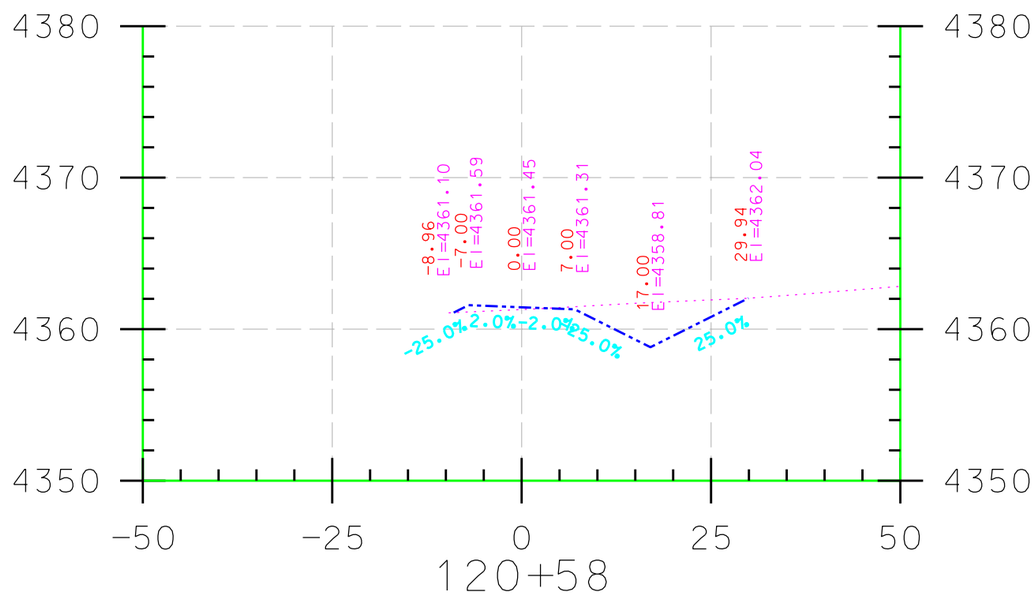

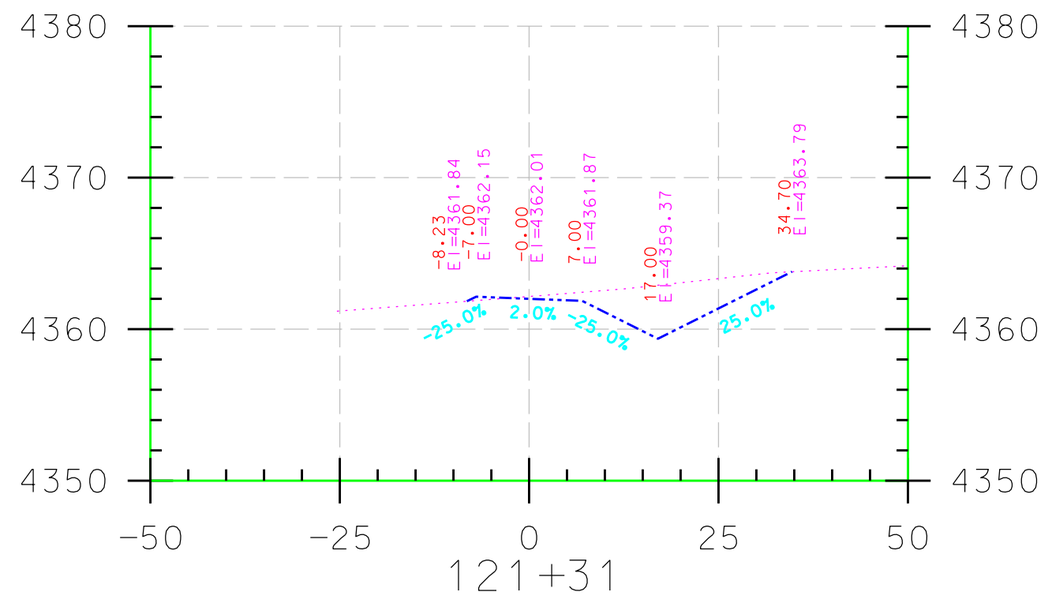

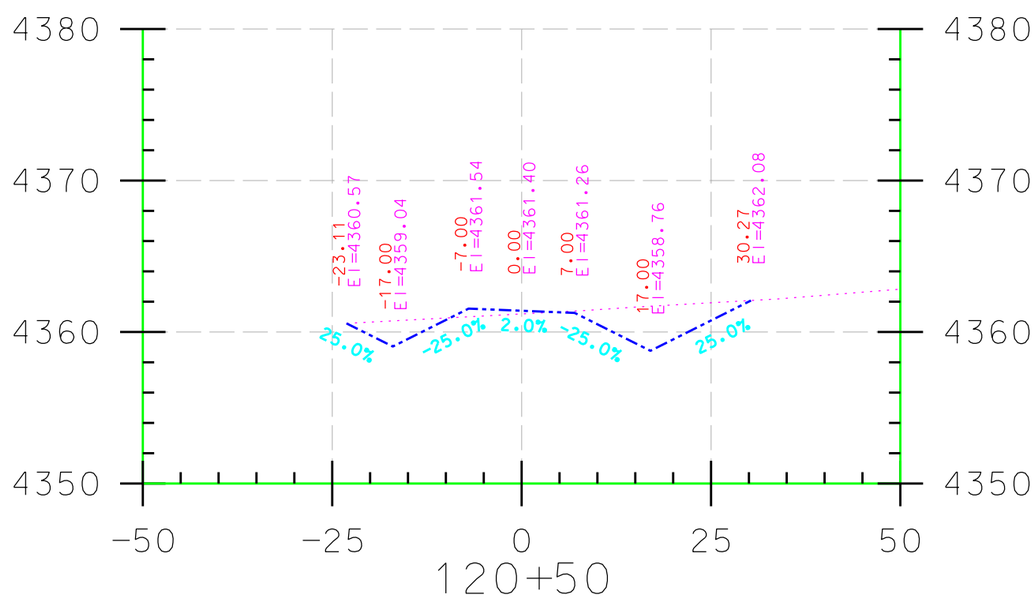

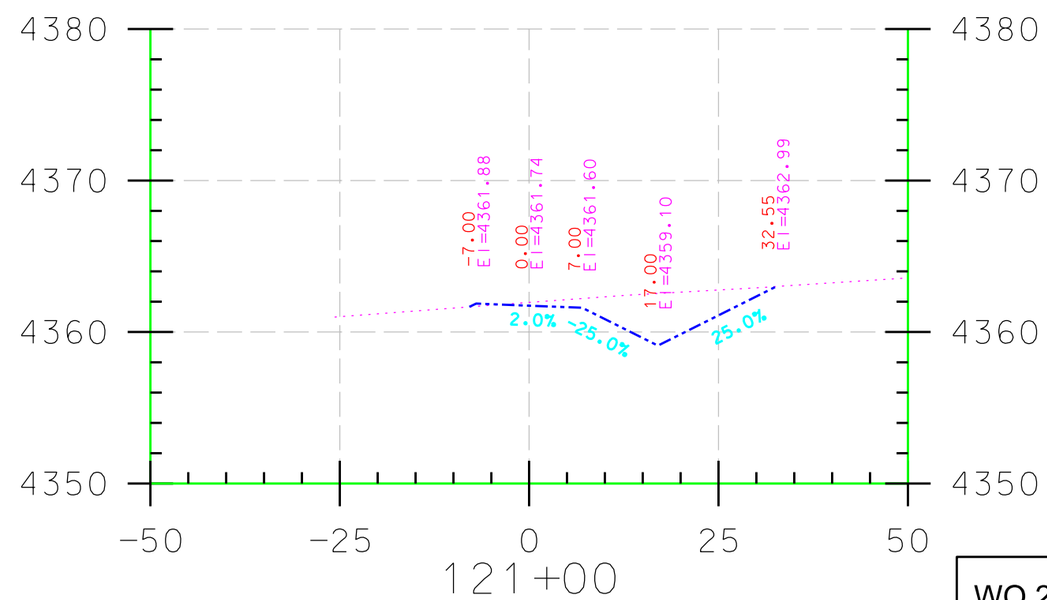

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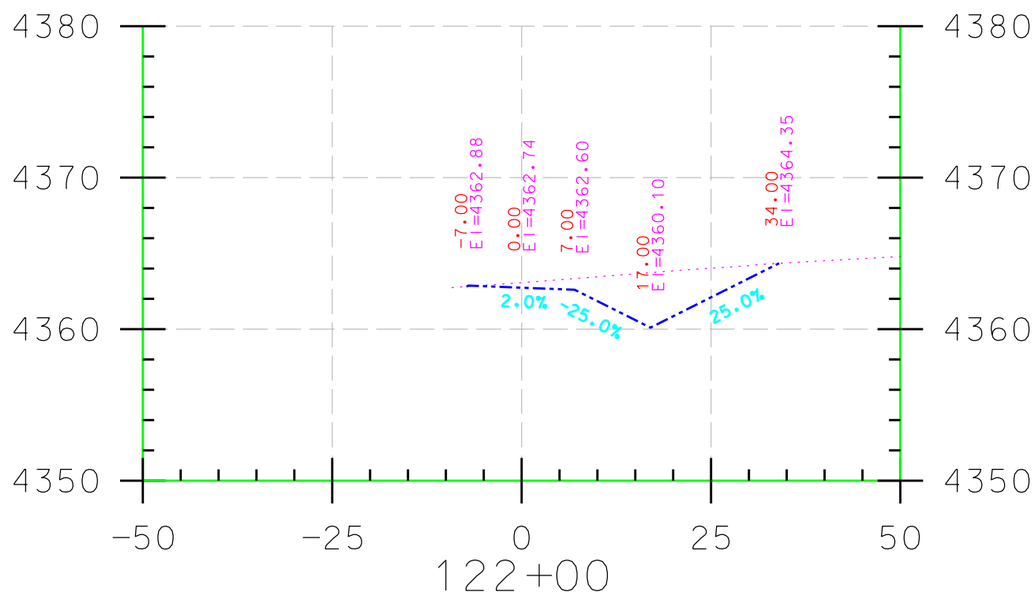

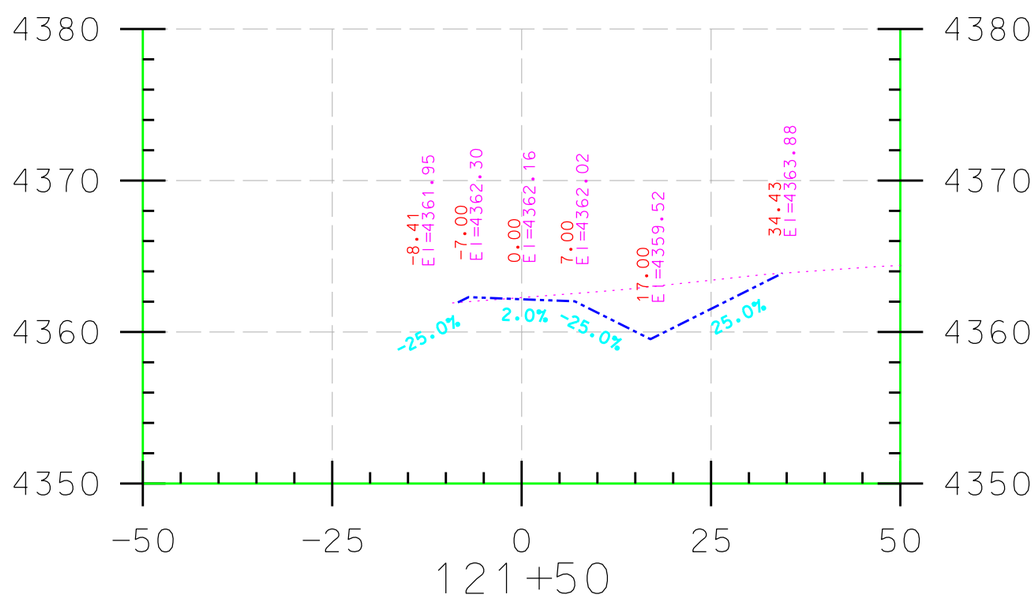

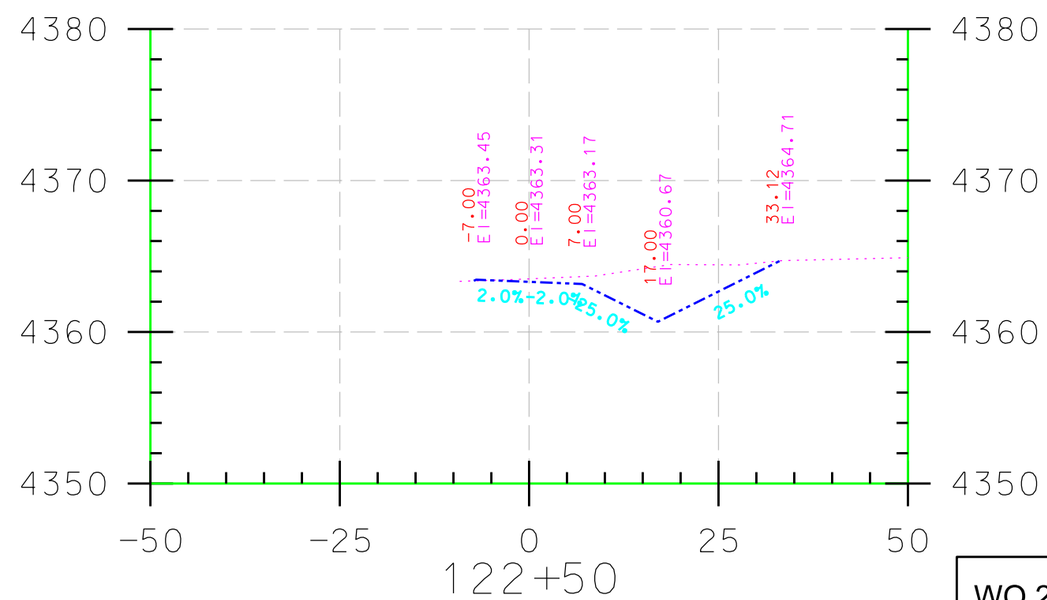

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AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS AND THE PURCHASE AND SALE OF SPECIFIED PROPERTY

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

RECITALS

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

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

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ARTICLE I

THE PROJECT

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

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

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

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

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

ARTICLE II

CITY'S ACQUISITION OF PARCEL

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

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

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

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

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

B. To the best of Developer's actual knowledge, there is no existing, pending, contemplated, threatened or anticipated condemnation of the Parcel.

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

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

A. Authority. The City has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by the City pursuant to this Agreement, and all required actions and approvals therefore have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of the City are and shall be duly authorized to sign the same on the City's behalf and to bind the City thereto. This Agreement and all documents to be executed pursuant hereto by the City are and shall be binding upon and enforceable against the City in accordance with their respective terms.

B. Purpose. The City's intended purpose for the Parcel is to establish a trailhead for the trail which is being constructed by the Developer.

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

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

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

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

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

ARTICLE III

INSTALLATION OF IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

i. workers' compensation;

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

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

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

ARTICLE IV

PAYMENT

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

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

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

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

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

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

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

ARTICLE V

DEFAULT

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

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

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

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

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

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

ARTICLE VI

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

DEVELOPER: _____

_____

_____

_____

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

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

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

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

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

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

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

B. This Agreement shall be binding upon, and shall inure to the benefit of the parties to it and their respective successors and assigns.

C. In the event that any provision of this Agreement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Agreement.

D. The Parties agree to use reasonable diligence to fulfill their respective obligations under this Agreement at all times that this Agreement is in effect.

E. All obligations of the Parties set forth in this Agreement which are contemplated to be performed or satisfied after the closing or acceptance of the improvements shall survive the closing and acceptance.

F. Except as otherwise provided in this Agreement, whenever a period of time in this Agreement prescribed for action to be taken by a Party, said Party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to a Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" means any act or event, whether foreseen or unforeseen, that meets all three of the following tests:

    a. The act or event prevents a Party, in whole or in part, from:

        i. Performing its obligations under this Agreement or another specified Agreement; or

        ii. Satisfying any conditions to the obligations under this Agreement.

    b. The act or event is beyond the reasonable control of and not primarily the fault of a Party; and

    c. A Party has been unable to avoid or overcome the act or event by the exercise of commercially reasonable due diligence.

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

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

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

(Signatures appear on next page)

-Remainder of Page left intentionally blank-

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

CITY:

_____
Mayor Terry Palmer

ATTEST:

_____
Cassie Z. Brown, CMC
City Recorder

APPROVED AS TO FORM:

_____
Paul H. Roberts
City Attorney

DEVELOPER:

_____
Signature
Ivory Development, LLC

_____
Print Name

Its: _____

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EXHIBIT A

PROPERTY DESCRIPTION

Parcel Serial Number 12-766-0004

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

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EXHIBIT B

SITE PLANS

DRAFT

EXHIBIT C

INSURANCE CERTIFICATE(S)

DRAFT

SYRACUSE CITY

Syracuse City Council Work Session Notice
October 25, 2016 – immediately following the Special City Council meeting, which begins at 6:00 p.m.
City Council Conference Room
Municipal Building, 1979 W. 1900 S.

Notice is hereby given that the Syracuse City Council will participate in a work session on Tuesday, October 25, 2016, immediately following the Special City Council meeting, which begins at 6:00 p.m. in the large conference room of the Municipal Building, 1979 W. 1900 S., Syracuse City, Davis County, Utah. The purpose of the work session is to discuss/review the following items:

.

a. Pledge of Allegiance and prayer or thought.

b. Public Comments.

c. Discussion regarding secondary water ordinance/enforcement. (20 min.)

d. Continued discussion of secondary water regulations for HOA developments. (10 min.)

e. Continued discussion of potential recall statute. (10 min.)

f. Discussion of potential ordinance amendment requiring a development agreement upon zone change. (10 min.)

g. Discussion re: proposed text amendment to the Planned Residential Development (PRD) zone, Syracuse City Code 10-75.040. (15 min.)

h. Discussion of creation of a new Residential Planned Community Zone. (30 min.)

i. Update from Development Review Committee (DRC). (5 min.)

j. Discussion regarding Board of Adjustment. (10 min.)

k. Continued discussion of Employee Recruitment and Retention Policy and Fiscal Year 2017 Employee Compensation Plan. (45 min.)

l. Council business.

~~~~~

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

CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 20th day of October, 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-Examiner on October 20, 2016.

CASSIE Z. BROWN, CMC
SYRACUSE CITY RECORDER
~~~~~

CITY COUNCIL WORK MEETING

October 25, 2016

Agenda Item "c" **Discussion regarding secondary water ordinance/enforcement**

This item is returning for discussion on potential enforcement of mandatory watering restrictions and penalties associated with violating those restrictions. The draft ordinance, which has not been modified from the one presented at the initial work meeting, is included in the packet. It is somewhat connected to item D on the agenda, related to conservation plans and large-area properties.

Establishing a violation in code is, of course, only the first step. During the meeting, we will discuss the costs and benefits of various policing methods.

Questions regarding the ordinance may be directed to Robert Whiteley, Paul Roberts, or Brody Bovero.

4.25.130 Waste Prohibited.

A. The waste of city-provided water for any purpose, including landscape irrigation, is hereby declared to be in detriment to the public health, welfare, and safety of the community.

B. For purposes of this section, a person wastes water when any of the following apply to their use of city-provided water:

1. The person uses outdoor irrigation in violation of a mandatory water restriction imposed by the City Council;

2. The person irrigates during the hours of 10:00 AM and 6:00 pm, unless otherwise excepted as provided in subsection (E);

3. When, due to outdoor irrigation, water pools upon neighboring properties or in streets or storm drains for a period of greater than ten (10) minutes;

4. When city-provided water, as a result of overuse or overwatering by the property owner, causes damage to neighboring properties; or

5. When a user has been notified of deficient conditions in the user's water system as provided in subsection (C), has failed to make repairs to those systems within fifteen (15) days' notice, and water has escaped the system because of that deficiency.

(C) It shall be unlawful for any pressure irrigation water user ~~to waste water, or~~ to allow water ~~it~~ to be wasted, by imperfect stops, taps, valves, leaky joints or pipes, or to allow tanks or watering troughs to leak or overflow, or to wastefully run water from hydrants, faucets, ~~or~~ valves, or other apparatus~~, or to use water in violation of the rules and regulations for controlling the water supply~~.

(D) This section only applies to pressure irrigation water provided by the City. It does not apply to the use, storage, or waste of water purveyed through other entities directly to the user.

(E) The following are not violations of this section:

(1) Watering necessary to establish new landscaping, such as sod or grass seed;

(2) Attended spot-watering using a hose; and

(3) Incidental use for purposes of diagnostics or maintenance of irrigation systems.

(F) Enforcement of mandatory water restrictions.

In years during which the City Council has, by resolution, instated mandatory water use restrictions, the following enforcement actions may be taken:

1. A person who is found to be wasting water for the first time during a calendar year shall be issued a written warning, which warning shall provide notice of potential penalties and the eventual loss of secondary water use on the property.

2. A person who has previously had a warning issued against their property during a calendar year, and who is found to be wasting water a second time, may be issued a civil citation requiring them to pay $100.00.

3. A person who has previously had a citation issued against their property during a calendar year, and who is found to be wasting water, may be issued a civil citation of $250.00.

4. A property for which two citations have been issued during a calendar year, and on which a person is found to be wasting water, shall have secondary water service terminated for the remainder of the calendar year. This section shall not prohibit a new owner from reconnecting service upon proof of change in ownership.

5. Failure to pay a civil fine associated with water waste, or to make satisfactory payment arrangements with the Utility Billing Department, within thirty (30) calendar days of service of the citation, shall result in the termination of secondary water until the fine and applicable reconnection fees are paid. Notice that services will be terminated for non-payment of the civil fine shall be printed on each civil citation issued.

G. Notice.

1. Warnings may be issued by hanging notices on the front door of the residence or in another prominent location on the property. Personal service is not required, and failure to receive the warning shall not be a defense to future civil penalties or shut-off.

2. Citations may be served by any of the following methods:

a. Personal service upon a person 14 years of age or greater who resides at a residence, is employed at a business, or is listed as an agent for the property owner;

b. By posting in a prominent place, such as upon a front door or fence; or

c. By mail, return service requested. Certified mail is not required. If service is accomplished by mail, then an additional two business days shall be added to the deadline associated with that citation.

3. Shut-off of pressure irrigation water shall proceed in accordance with practices established in section 4.25.100 of this Code.

H. Appeal.

1. A person who has been issued a citation or shut-off notice may appeal that decision by filing a written notice of appeal, which appeal shall be heard by the City Council at its next

regular meeting, provided the appeal is filed at least five calendar days prior to the Council Meeting. A pending appeal stays shut-off action.

2. Failure to file a written appeal within fourteen (14) calendar days from the date of the citation or shut-off notice shall be deemed a waiver of the right to appeal the citation or notice.

3. A person who is the subject of a citation or shut-off notice shall be entitled to be represented by counsel or another representative, shall have the opportunity to present evidence, and shall be permitted to cross-examine any witnesses presented by the City. The proceedings are designed to be informal in nature, and court rules do not apply.

4. No appeal is available for warnings, and an appeal of shut-off due to non-payment is limited only to whether the appellant tendered timely payment.

CITY COUNCIL WORK SESSION

October 25, 2016

Agenda Item "d" **HOA Watering ordinance/agreement**

Discussion about wasteful watering practices on HOA-owned properties at our last work meeting led to a potential for additionally regulating the use of secondary water by large users, such as HOA's.

Accompanying this memo is a draft section that could be considered alongside the other secondary water regulations that have been proposed. The draft includes parameters for whether the regulation applies, the requirement of an Annual Conservation Plan, requirements for current contact information in the event the city needs to get in touch with property owners, and penalties for non-compliance.

For reference, a map showing the developed parcels exceeding 3 acres is included in the packet.

The draft ordinance also addresses possible provisions that allows someone to avoid service fees if they establish xeriscaping and disconnect from the City's secondary system.

Questions regarding the ordinance may be directed to Robert Whiteley, Paul Roberts, or Brody Bovero.

4.25.010 Schedule of rates and charges.

(A) The City Council shall, by resolution, establish such rates for the provision of pressure irrigation services as appropriate and necessary.

(B) The pressure irrigation water service shall not be used to irrigate any developed, single-family property with an area exceeding one acre.

(C) A property owner shall not be charged a service fee associated with City-provided pressure irrigation services, if:

(1) the property owner has established xeriscaping in all yard areas on the property,

(2) the property has been disconnected from the City's pressure irrigation service at the property owner's request, and

(3) the property remains disconnected from the City's pressure irrigation system.

Commented [PR1]: This will need to be defined in order to avoid weed-filled lawns from being counted as xeriscaping.

4.25.140 Annual Conservation Plan for Large-Area Property Owners.

(A) For purposes of this section, "large-area properties" means:

(1) Developed properties within the City that exceed three (3) acres in area, or

(2) Properties owned by a home-owner's association within a subdivision which exceed a combined total of three (3) acres.

"Large -area properties" does not include single-family home parcels, property located within the agricultural zone, or a property that does not receive pressure irrigation services from the City.

(B) Owners of large-area properties shall be required to maintain a current contact person, telephone number, mailing address, and electronic mail address with the City's Public Works Department.

(C) In the case of Home-Owners Associations, these entities are required to register with the Utah State Department of Commerce, as provided in Utah law.

(D) Owners of large-area properties shall be required, before May 15 on an annual basis, submit a Conservation Plan to the City's Public Works Department with the following elements:

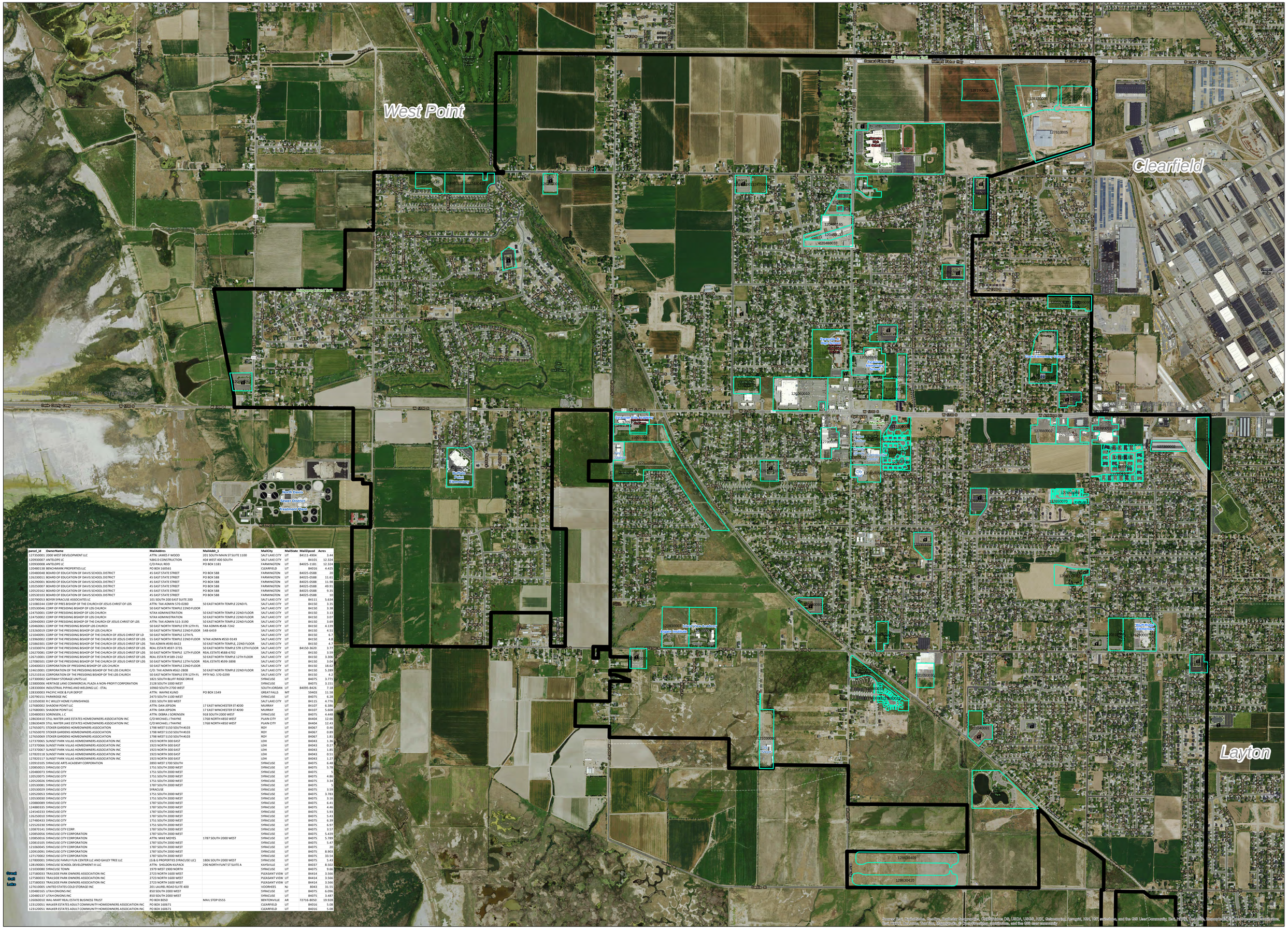
(1) The property's programmed or planned watering schedule, indicating days of the week and hours per day at each station;

(2) Affirmation that the property owner will comply with any watering restrictions which may be made mandatory by the Council, pursuant to this chapter;

(3) A maintenance and repair plan for broken or malfunctioning systems; and

(4) Affirmation of periodic inspection and adjustment of watering heads.

(E) Failure to comply with the provisions of this ordinance may result in the same penalties established in section 4.25.130 of this Chapter.


West Point
Clearfield
Layton
Great Salt Lake
Syracuse High School
Syracuse Jr High School
Syracuse Elementary School
Buffalo Point Elementary
Bluff Ridge Elementary
Legacy Elementary School
Heritage Jr High School
Aspen Institute
Island View Academy
North Davis Sewer District Treatment Plant
Bridgeway Island Trail
Davis County Hwy
Bonneville Shoreline Trail
Antelope Island State Park
Gentile St
Gordon St
Antelope Dr
Hill Field Rd
Fairfield Rd
Layton Pkwy
Gordon Ln
Gordon Dr
Cherry St
Cherry Ln
Cherry Dr
Gordon Creek
Kaysville Canal
Kaysville Canal Trail
Kaysville Canal Trail Trail
Bonneville Shoreline Trail
Bonneville Shoreline Trail Trail
Bonneville Shoreline Trail Trail
Bonneville Shoreline Trail

CITY COUNCIL WORK SESSION

October 25, 2016

Agenda Item "e" **Continued Discussion of Recall Statute**

At our last Council meeting, we discussed the possibility of a recall ordinance in the City. I received direction to prepare an outline of the decisions that should be made prior to enacting such legislation.

The complexity of the ordinance will depend upon the Council's decisions. However, specific direction regarding deadlines, eligible elections, formatting, and so forth, will be beneficial for the City. Otherwise, staff will be required to invent such processes (and subsequently accused of wrongdoing by one side or the other).

Questions on this item may be directed to Paul Roberts or Cassie Brown.

Outline & Decision Points for Recall Ordinance

New Chapter 2.50

Decision points:

- Do we require cause for recall elections?
    - Misconduct in office
    - Poor policy decisions in office
    - Concerns with personal life or mental acuity
    - No requirement for cause
- Cool down period?
    - Require a certain period of time to allow elected official to act in office before worrying about having to campaign against a recall? - 12 months?
- Applicant requirements (borrowed from initiative/referendum provisions):
    - At least five sponsors
    - Registered voters
    - Has voted in regular municipal election in past 3 years
- Form requirements
    - Specific requirements on form of initiative and referendum petitions are provided in Chapter 20A-7 of the Utah Code – similar format is advisable in order to avoid fraud
- Filing deadlines
    - Filed with County/City before April 15 before next general municipal election?
        - Would need to set deadline to begin recall petition procedure
        - We would also need the county's support, if we use them to verify that those who signed the petition are actually registered voters (and we may not have their support)
    - If deadline, then it would require a special election, run by the City
- General municipal election or special election?
    - Special elections administered by the county will likely meet resistance
    - Placing the recall only on general municipal elections will limit it to once per term for the elected official
        - It will also be treated by the County the most deferentially
    - Running a special local election without County support would be expensive and require procedures, equipment and administrative support which we do not have
- Number of signatures necessary to place recall on ballot?
    - High threshold will stop purely "sour grapes" recall elections

    - For instance, 51% of voters cast a vote for the 4th place finisher in the 2015 election – if they felt that the Council would appoint the 4th place finisher in the place of the recalled official, they could circulate the petition
- Benchmark for percentage of necessary signatures?
    - Presidential/gubernatorial turnout is generally greater, and is used for local initiatives and referenda under state law
    - General municipal election turnout would be a more accurate representation of the voters who installed the elected official
        - But those who did not vote in that election will still be able to participate in the petition/voting process
- Voting threshold needed to recall?
    - Could be set at higher level, such as 66% of votes cast, requiring supermajority of voters to recall an official

CITY COUNCIL WORK SESSION

October 25, 2016

Agenda Item "f" Requiring Development Agreement with Zone Change

During discussion in your September 27, 2016 work session, there arose the concept of requiring development agreements with all zone changes to certain zones. This memo identifies some of the strengths and liabilities of this proposition.

1. **Legality.** State law allows land use controls such as development agreements, so long as their contents are not expressly prohibited by law. Utah Code Ann. § 10-9a-102(2). The City could impose the requirement for development agreements with respect to specific zones, and not others.

   It is recommended that if the City does take this route, that it do so on a consistent basis so that developers are aware that this will be an expectation, prior to making the zone change request. Applicants will be caught unawares if the requirement is imposed on an ad hoc basis. We should also ensure that the terms of the development agreements do not amount to an exaction against the property owners (for instance, requiring dedication of property to the city outside of normal parameters for public infrastructure).

2. **Strengths.**
   a. **Bait-and-Switch Prevention.** The main strength of this approach, and the principal reason why it would be adopted, would be to provide some security against bait-and-switch tactics in which the developer brings in a conceptual plan when applying for zoning change, and then presents a fundamentally different plan – but one which complies with codes governing that zone – when it comes time to build. Specifically, if there are certain components of their proposed development that are important to the City, or something that the Council would like to see excluded as a potential use, then the development agreement could ensure the presence of absence of those items.
   b. **Flexibility.** The existence of a development agreement would not necessarily forever lock a property into a specific land use or layout. A developer could always approach the Council and ask for an amendment to the agreement for any

substantial changes that were necessary, in light of discoveries during engineering or changed circumstances.

3. **Liabilities.** There would be negative effects of such a policy, however:
    a. **Uncertainty.** Developers would be uncertain as to the specific concerns of the council sitting at the time their development is proposed. Although separate meetings a few councilmembers may assuage that concern somewhat, those councilmembers cannot speak on behalf of the full council. Staff would also be uncertain as to whether they have correctly identified the concerns that would be raised by the sitting council. Such uncertainty could dissuade developers from the initial investment of time, negotiation over land, and document preparation necessary to even get to the point of council consideration.
    b. **Resources.** The requirement of a development agreement will require additional resource allocation (staff time) toward identifying the critical aspects of the proposal, and drafting/negotiating the appropriate agreement.
    c. **Delay.** The addition of a development agreement after consideration by the Council would effectively add an additional step in the process for certain zone changes. This would delay progress by at least two weeks, but potentially four. While this generally does negatively impact the city government, it would be another consideration of developers, and could provide additional deterrent from them bringing projects to the city.
    d. **Appearance of arbitrariness.** The City is required to apply the law equally to everyone, rather than picking favorites. If a case-by-case negotiation of development terms is pursued by the City, then a developer who is unsatisfied with the conditions we impose could challenge the decision to reject their zoning application as a violation of the uniform operation of laws or equal protection clause. Although such challenges are still tremendously difficult to successfully mount, the back and forth of development agreement negotiation could open up the city to slightly greater liability. A straight up or down vote on zoning, without negotiation, is much simpler to defend.
    e. **Additional tracking.** If a developer enters into the development agreement, achieves the requested zoning designation, and then sells the property to another developer, it will require staff to track specific parcels with development agreements attached to them, in order to ensure that the subsequent buyer abides by the terms of the agreement. While one or two of these could be tracked without difficulty, the administrative burden would increase with each agreement. We currently do not have a system that would note the existence of an agreement, and would need to explore whether such an option is possible with our current GIS system. There are likely solutions to the technical concerns.

f. **No guarantee.** Unless the developer is required to submit detailed plans, there is no guarantee that the existence of a development agreement will avoid problems. Indeed, many code deficiencies would not be on our radar at the time of development agreement any more than they are when crafting zoning laws.

Alternatives

There are other alternatives that we could consider in order to address these concerns. They would be effective to varying degrees.

1. Rigorous review of zoning code.
   A comprehensive review of the zoning code, along with the policy discussions that accompany it, could address many of these problems (along with many others). This process would likely take well over 2 years.
2. Strategic use of traditional zoning tools.
   - A Council/Commission review of the permitted and conditional uses listed in our zones might identify uses that are particularly problematic. Those that do not appear to fit should be removed from the list of permitted or conditional uses.
   - Proximity requirements could also be imposed for specific uses. For instance, if the Council is concerned about the placement of animal clinics in the General Commercial Zone abutting residential properties, it could impose a 300-foot buffer requirement for that particular use. Transitional zoning districts between residential and business/industrial/high-density uses also provide opportunities to insulate against abutting uses becoming nuisances.
   - Additionally, if there are particular items that are potentially problematic, then the development standards associated with that and other zones may be tightened up in order to address those problems.

   The weakness of traditional zoning is that it is normally reactive – a problem is only detected once a project that has vested rights has submitted an application. Changes to the code can prevent similar issues from arising in the future, but will not stop that specific development from moving forward on the unsatisfactory aspect.
3. Zoning conditions.
   Somewhat similar to a development agreement, but with less administrative burden, specific zoning conditions could be placed on the specific parcel when the property is re-zoned. For instance, if specific uses in the zone were problematic, then the restriction could exclude those uses. The restriction would run with the land. In order for this to be effective, we would need to establish that our GIS system could facilitate tracking these conditions, and that the conditions appears on the title of the property to protect future purchasers.

Any of these options will require recommendations from the Planning Commission. Questions regarding this issue may be directed to Brigham Mellor or Paul Roberts.

CITY COUNCIL
WORK SESSION
AGENDA

October 25, 2016

Agenda Item **"g"** **Code Amendment - 10.75.040 PRD**

Factual Summation

As requested, attached is the proposed text amendment to the PRD zone being forwarded to you from the Planning Commission. Here is a summary of the proposed changes:

10.75.040(A)(2) - This added language is intended to add detail to the requirements for common space in a PRD development. 20% of a PRD project would be required to be designated as common space.

10.75.040(A)(5) - Language clarifying that a 'direct connection' consists of a full width dedicated road.

10.75.070 - This limits shared driveways to 6 dwelling units total and a maximum length of 160 feet. Also, shared driveways must be built to accomodate fire apparatus.

Attachments:

- Potential Ordinance - existing text is black, and proposed is red.
- Examples of Open Space/ vs Common Space

Chapter 10.75
PRD – PLANNED RESIDENTIAL DEVELOPMENT

Sections:

10.75.010 Purpose.
10.75.020 Permitted uses.
10.75.030 Conditional uses.
10.75.040 Minimum lot standards.
10.75.050 Development plan and agreement requirements.
10.75.060 Design standards.
10.75.070 Street design.
10.75.080 Off-street parking and loading.
10.75.090 Signs.

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. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-010.]

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. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-020.]

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). [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-030.]

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;~~

(2) A minimum of 20% of the gross acreage of the project shall be developed as common space. Common space areas shall:

i. be landscaped by the developer with turf, trees, shrubs, ground cover, amenities, and an automatic sprinkling system.

ii. be equally accessible and distributed for all residents of the HOA community. Access by the general public may be included as agreed upon in a development agreement.

iii. be generally contiguous, not a collection of remnants.

iv. create an open atmosphere where development does not feel overly intense.

v. not include required front, side, and rear, yard areas towards common space acreage.

vi. be administered by an active homeowners association.

vii. be permanently restricted from future development and shown on the subdivision plat as perpetually common.

viii. include multiple amenities from the following list: club house, tennis court, pickleball court, basketball court, playground, community garden,

picnic shelter, swimming pool, park benches, walking trails, outdoor exercise equipment, dog park, or splash pad. City council shall approve all proposed amenities and may approve an amenity not included in this list.

ix. include approved amenities in each segment of common area, landscaping alone does not qualify a segment as common space.

x. Common spaces shall be installed proportional to the progress of the development. Common space amenities not completed before the recording of the phase that it resides in, shall be guaranteed with an escrow agreement amount equivalent to the cost to install said amenity.

~~(4)~~ (3) 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)~~ (4) 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)~~(5) The development design shall include a direct connection to a major arterial, minor arterial, or major collector roadway by way of a full width and dedicated Right of Way designed for the movement of automobile traffic.

(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. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1998; Code 1971 § 10-15-040.]

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. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-050.]

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. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-060.]

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. Private driveways servicing more than one dwelling unit shall: meet the fire code as directed by the Fire Marshal, be built to support the weight of a fire truck and other heavy service vehicles, service no more than 6 units (3 per side), and be no longer than 160 feet. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11- 02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-070.]

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. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-080.]

10.75.090 Signs.

The signs permitted in this zone shall be those allowed in residential zones by Chapter 10.45 SCC. [Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-090.]

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

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

CITY COUNCIL WORK MEETING AGENDA

October 25th, 2016

Agenda Item **"h"** **Creation of new Residential Planned Community Zone**

Factual Summation

The city is considering the creation of a new zone which could be used to create a large scale master planned community. The zone would be called "Master Planned Community Zone" or MPC. A master planned community as envisioned, would include smaller lots, but also include ample open spaces and amenities. The zone would allow for flexibility in lot sizes and density to accomodate a variety of housing types that are currently in high demand.

July 5th, 2016 - The Planning Commission discussed the new MPC zone that would allow higher density and smaller lot sizes and expressed discomfort about creating such a zone.

July 19th, 2016 - The Planning Commission discussed the new MPC zone and the following is a summary of the proposed changes: Increase minimum lot sizes to 10,000 sqft, 8,000 sqft, 6,400 sqft, and 5,100 sqft so that each category reduces by 20%. Increase required common space to 25%. Restrict the private drives to no parking, limit the number of homes on the driveway, and make the widths to be determined by the fire marshal. Reduce minimum acreage to 50 and remove the language about being 'contiguous' and the possiblity to 'piggyback' on an existing development. Other changes were discussed related to open spaces, trails, and traffic.

August 2nd, 2016 - After much discussion, the Planning Commission is forwarding a positive recommendation for approval of the attached ordinance. The attached is the motion:

Commissioner Rackham made a motion to recommend for approval to the City Council Title 10 the Residential Planned Community (RPC) zone with the following changes: that the total units add a minimum of 15% on the other lots standards, the dimensions of all shared driveways shall be determined in accordance with current ifc code,the minimum lot width for the 10,000 be 85 ft., 8,000 be 75 ft., 6,400 be 65 ft. And 5,100 be 55 ft., the minimum side yard for 5,100 be 7 ft., the plan must be developed by an accredited master planner with the concepts and the design for the development, minimum land requirement is 100 contiguous acres, the entire master plan must be presented and approved at the same time and cannot have additional phases added after approval by the city council, major amenities of substantial benefit to the city and approved by the City Council must be provided to the city, property maintenance HOA section will become its own section, requirement added for an architectural review committee to review all exterior structural changes and making these changes to conform with the requirements of what the planning commission believes is the general plan and to keep the character of the city the way the residents would like to see it. The motion was seconded by commissioner Day. Commissioner Thorson and Moultrie voted nay, all other commissioners voted in favor, motion carried with a majority vote, 5/2.

August 23rd, 2016 - The city council had a discussion on the new zone and the lot sizes and densities. It was determined that there would need to be a significant park amentiy needed in this new RPC zone to offset the densities proposed and that more density was a suffcient exchange for more park.

Attachments:

- Draft MPC Ordinance

Chapter 10.xx
Residential Planned Community Zone (RPC)

Sections:

10.xx.010 Purpose.
10.xx.020 Permitted uses.
10.xx.030 Conditional uses.
10.xx.040 Minimum lot standards.
10.xx.050 Off-street parking and loading.
10.xx.060 Signs.
10.xx.070 Development requirements

10.xx.010 Purpose

The purpose of this zone is to maximize the development quality of large tracts of undeveloped land that will afford opportunities for a more cohesive design and well thought out development pattern than may occur with smaller acreage development projects. The intent is to create single family neighborhoods that: have resilient property values, demonstrate superior architecture, provide a variety of housing styles and designs for young and mature households alike, provide areas for social interaction, are safe and family friendly, and increase the health and wellness of its residents by providing amenities and open spaces that encourage active lifestyles.

10.xx.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). (min lot size of 6,400 sf)
(B) Agriculture.
(C) Churches, synagogues, and temples.
(D) Dwellings, single-family.
(E) Educational services.
(F) Household pets.
(G) Minor home occupations.
(H) Public and quasi-public buildings.
(I) Public parks.
(J) Residential facilities for persons with disabilities.

10.xx.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) (min lot size of 8,000 sf)
(B) Day care centers (major). (min lot size of 8,000 sf)
(C) Dwellings, accessory (major/minor, see SCC 10.30.020) (min lot size of 6,400 sf)
(D) Temporary commercial uses (see SCC 10.35.050) (minor).

10.xx.040 Minimum lot standards.

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

(A) In no case shall the total maximum density exceed 4 units per gross acre.

(B) No more than 25% of the total units shall be SFD-5100.

(C) In general, the smallest lots should be located closest to an arterial or collector road to distribute traffic impacts more efficiently.

(D)All lots shall have frontage along a publicly dedicated street except for interior lots in the SFD-5,100, which may have frontage upon a shared driveway to be maintained by the H.O.A. Frontage requirements for lots on a shared driveway shall be the same as if fronting on a public street. Dimensions of all shared driveways shall be determined by the fire marshal and shall comply with all current IFC Codes.

(D) Of the total number of lots, a minimum of %15 of each of the following lot sizes shall be included:

(i) SFD-10,000

(ii) SFD-8,000

(iii) SFD-6,400

(E) Of the total number of lots, a maximum of %25 shall be SFD-5,100

Lot Standards	**SFD-10,000**	**SFD-8,000**	**SFD- 6,400**	**SFD- 5,100**
Minimum Lot Area (SF)	10,000	8,000	6,400	5,100
Minimum Lot Width (LF)	85	75	65	55
Minimum Front Yard to Living Space or Open Porch (LF)	20	20	15	10
Minimum Street Facing Garage Setback (Measured From Front of Living Space) (LF)	5	5	5	5
Minimum Interior Side Yard (LF)	10	8	8	7
Minimum Street Side Yard (LF)	15	15	15	10
Minimum Rear Yard (LF)	20	15	15	10
Alley Rear Yard Setback to Garage or Living Space (LF)	20	20	0	0
Maximum Building Height	35	35	35	35
Off Street Parking	2	2	2	2.5

10.xx.050 Off-street parking and loading.
Maximum number of homes in a shared driveway of a SFD 5,100 area shall be 6. No parking shall be allowed on shared access driveways. Off-street parking and loading shall be provided as specified in Chapter 10.40 SCC. [Ord. 15-24 § 1 (Exh. A); Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-12-050.]

10.xx.060 Signs.
The signs permitted in this zone shall be those allowed in residential zones by Chapter 10.45 SCC. [Ord. 15-24 § 1 (Exh. A); Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-12-060.]

10.xx.070 Development Requirements

(A) Minimum land requirements for RPC zone: 100 contiguous acres;
(B) Land Use Master Plan
    1. A Land Use Master Plan shall be submitted congruently with the concept plat application and in addition to the requirements of the concept plat submittal found in 8.20.010. The plan shall include the following:
        (a) Existing property boundaries
        (b) Proposed lot lines
        (c) Color coded categories grouped by lot size and/or housing product type
        (d) Table indicating gross calculations such as number of lots in each housing/lot size category and acreage/ percentage of common space
        (e) Location and size of common spaces
        (f) Configuration of streets, trails, and sidewalks
    2. The community must be designed by a professional with a Leadership in Energy & Environmental Design for Neighborhood Development (LEED ND) certification.

(C) Traffic Impact Study
    1. Developer shall provide a traffic impact study to be submitted congruently with preliminary plat application.
(D) Architectural Theme Plan
    1. An architectural Theme Plan shall be submitted congruently with the preliminary plat application and in addition to the requirements of the preliminary plat submittal found in 8.25.010. The plan shall include the following:
        (a) Examples of design themes that can be duplicated throughout the development that will provide unity and sense of place. Examples may include cladding materials, roof styles, light fixtures, colors, textures, or architecture styles.

        (b) Conceptual elevations and floor plans
            1. All plans must adhere to the Architectural Requirements detailed in this chapter.

(E) Landscape Theme Plan

1. A Landscape Theme Plan shall be submitted congruently with the preliminary plat application and in addition to the requirements of the preliminary plat submittal found in 8.25.010. The plan shall include the following:
    (a) Landscape plans for all HOA or common open spaces, streetscapes, and any additional land to be landscaped by the project developer are required. Plans shall specify:
        1. tree locations
        2. hardscape locations
        3. amenities
        4. sidewalks
        5. trails
        6. fencing
        7. entry monument signage design and landscaping

(F) Architectural Requirements

1. The following standards apply to homes within the Master Planned Community Zone:
    (a) Stucco, masonry, fiber cement siding and/or similar quality construction products shall be used on all exterior walls. No vinyl siding shall be permitted.
    (b) A minimum of two (2) elevations shall be drawn for each dwelling unit type. Differences between elevations may include rooflines, use of exterior materials, color schemes, use of size of porches, window location, size, shape or treatments and similar features that vary the appearance of the elevation.
    (c) Where the same dwelling unit type is to be constructed adjacent to or directly across the street, a different elevation shall be used including a different roofline, exterior materials, and color schemes.
    (d) Rear or side end facades that are visible to a street, park or trail shall include additional treatments such as the addition of the front façade wainscoting down the visible side facade, additional fiber cement siding, additional windows, pop-outs and window or door.
    (e) To assist in adding architectural variety, side facing, detached, or alley fed garages are encouraged.
    (f) Outdoor living spaces such as porches, balconies, rooftop gardens, stoops, or patios are required on all dwelling units. Outdoor living spaces must be sized adequately for seating and be oriented towards the street or shared driveway to encourage social interaction with neighbors. Outdoor living spaces that do not face the street or shared driveway may be included in addition to those required to face these areas.
    (g) When possible, the front façade shall front a public street instead of an interior driveway.
2. A body established and maintained through the HOA shall review all exterior structural changes to any building within the development to ensure that these conform with

the architectural theme plan previously approved by the City Council.

(G) Common Space Requirements:

1. At least 25% of gross project acreage shall be established as common space.
2. Remnant parcels that are inaccessible, have a boundary shape that will not accommodate an amenity, or are otherwise unusable may not be counted towards the common space calculation.
3. Required yard areas within single family detached lots that are intended as useable yard space for the individual units shall not be counted toward meeting the minimum common space requirement.
4. Land dedicated to the city for use as a public park shall not be counted towards common space. The developer shall provide substantial amenities as agreed upon by the City Council with terms and parameters of development and maintenance established in a development agreement. All amenities shall be maintained by an HOA.
5. Landscaping alone does not qualify an area as common space. However, informal landscaped areas for play, relaxation, and meditation are encouraged.
6. Unless otherwise approved by the Council, and subject to the provisions set forth in this Chapter, the underlying fee ownership of all publicly accessible open space land shall remain in single ownership and may be owned and maintained by one of the following entities: homeowners' association, land trust, conservation organization, or governmental entity.
7. Landscaping within common areas must be completed prior to approval of the next consecutive phase of the subdivision.

(H) Required Amenities:

1. Amenities such as hard surface trails, benches, sports fields, picnic shelters, clubhouses, pools, basketball courts, tennis courts, community gardens, pickle ball courts, playgrounds, splash pads, or other amenities as approved by the City Council are required in each common space.
2. Clubhouse plans shall go through site plan review as detailed in 10.20.090 before receiving a building permit.
3. No dwelling shall be located further than 1/8 mile from an amenity 'as the crow flies'.
4. Amenity access shall be shown on a circulation plan indicating how automobiles, cyclists, and pedestrians will access amenities.
5. Storm water detention basins may be considered as common space only if they are designed, landscaped, and include an amenity.

(I) Property Maintenance:

1. A Home Owners Association (HOA) is required to ensure that amenities, landscaping, common spaces, trash removal, building exteriors, and street trees are maintained and/or replaced as needed. The HOA covenants of the community shall be recorded with the county and applied to all phases of development.

(J) Landscaping Requirements:

1. Yard areas shall be designed to avoid water pooling and steep grade changes between lots
2. Streetscapes shall be designed for pedestrian safety and visual interest by using variable front yard setbacks and inclusion of traffic calming measures.
3. Tree lined streets are required.
    (a) Street trees shall have a minimum two-inch (2”) caliper trunk size measured twelve (12) inches above ground level, at the time of installation.
    (b) Best management practice recommendations as published by the International Society of Arboriculture (ISA) shall be followed to improve tree survival.
    (c) Street trees damaged or killed must be replaced within one planting season by the HOA.
    (d) Where street trees are required in front of dwellings, the trees shall be planted by the developer before occupancy is granted for the fronting dwelling.
    (e) During winter months when tree planting is not practical, the developer shall place sufficient funds in an escrow account to be released once planting is completed.
    (f) Street trees shall be selected in accordance with the approved tree species in city code 10.30.070.
    (g) Street trees shall be spaced per the approved species list per park strip width. The approved species list is found in SCC 10.30.070. In no case shall street trees be planted further than 50 feet apart.
4. The landscape plan shall account for aesthetics and passive solar landscape design. Wherever possible, deciduous vegetation including trees and structured climbing plants shall be positioned on the south and west side of building to provide shade in the summer and sun in the winter. The proposed height of these trees should be indicated on plans to ensure that their height is adequate to provide passive solar benefits to adjacent structures. The intent of these plantings shall be noted on the plan for clarification.
5. Landscape design shall screen utility boxes for phone, power, telecommunication, and other unsightly utilities from view in all directions.

(K) Traffic Circulation Requirements:

1. A hierarchy of Local, Collector, and Arterial shall be designed as specified in the Transportation Master Plan or determined by staff review.
2. Collector streets should not contain right angles and should be generally continuous, utilizing traffic calming measures such as chicanes, curb “bulb-outs”, street islands, mid-block pedestrian crossings, bicycle lanes, cycle tracks, curbed bio swales, raised planted medians, street trees, decorative crosswalks, traffic circles, or other measures approved by the City Council. All traffic calming measures shall comply with the International Fire Code.

3. All local streets should utilize the low volume local cross section from the city engineering standards.
4. Dedicated pedestrian and cycling facilities designed to provide safe and attractive recreation opportunities are required to be included in each street right-of-way.
5. All required street lighting shall match the development theme, as approved by the City Council.
6. All corners of street intersections must be landscaped with decorative landscaping including boulders, shrubs, decorative grasses, mulch, flagstones, decorative ground-cover other than sod, or other decorative measures approved by the City Council.
7. Alleys shall be a maximum of 16 feet in width.
8. Paved walkway to the front door which extends to the public walkway or public street shall be provided. Decorative landscaping shall be included for 1.5 feet on one or both sides of all private walkways leading to front doors.

(L) Block size:

1. Blocks shall not exceed 1,320 in length.
2. Mid-block pedestrian access ways shall be provided where block lengths are longer than 1,000 ft. or to maintain the maximum 1/8 mile distance between amenities and residents.

(M) Trails:

1. All trail locations within the development boundaries shall be improved per the Trails Master Plan and built to city engineering standards.
2. Trails should connect with other sidewalks and trail facilities whenever possible.
3. A 10' wide concrete or asphalt trail is encouraged in lieu of sidewalk along arterial roads.
4. Trailside seating is required at 0.5 mile intervals along the trail system.
    (a) Seating shall be built over a weed barrier or solid surface.
5. If trails will be dedicated to the city, all trail maintenance and ownership agreements shall be finalized in a development agreement.

(N) Sensitive Areas:

1. Wetland areas identified through studies required in the sensitive overlay zone, shall be preserved with a conservation easement.

10.xx.080 Land Use Approval Process.

(A) Due to the unique nature of Master Planned Community Developments, an alternate approval process is hereby adopted. This process is adopted to ensure that the land use authority has a clear understanding of the nature of the proposed development prior to giving zone approval, and then expediting development after approval is given. It also calls for more detailed plans as the project develops, so that a property owner will have opportunities to receive input from the City Council on the project prior to investing in detailed plans.

(B) Requests for General Plan Map amendment, pursuant to section 10.20.060 of this Code, shall be accompanied by the documents required for a Subdivision Concept Plan, as provided in Chapter 8.20, for the entire development. These items shall be considered concurrently, with input provided by the Planning Commission and City Council to the property owner during the approval process. The City Council is the land use authority for this joint application, with the Planning Commission acting in a recommending capacity.

(C) Requests for an amendment to the Zoning Map, pursuant to section 10.20.070 of this Code, shall be accompanied by the documents required for a Preliminary Subdivision Review, as provided in Chapter 8.25, for the entire development. The application shall also be accompanied, to the extent SCC Chapter 8.25 does not require it, by:

1. Master plan, including lot sizes and densities for each lot;
2. Circulation plan;
3. Architectural theme plan; and
4. Landscaping theme plan.

(D) The Preliminary Subdivision Plat shall be considered concurrently with the Zoning Map Amendment. The City Council is the land use authority for this joint application, with the Planning Commission acting in a recommending capacity.

(E) Final Subdivision Approval for each phase of development for a Master Planned Community shall proceed as provided in Chapter 8.30.

(F) The entirety of the proposed project must be presented and approved in one approval process. After the City Council grants preliminary approval of a development, no additional phases may be added.

COUNCIL AGENDA

October 25, 2016

Agenda Item "i" **Development Review Committee (DRC) Update**

Factual Summation

In accordance with SMC 8.20.30 we are to update the council on development review committee's proposals before the staff review of concept subdivision design.

Project list:

Project Name	# Lots	Acres	Location	Zone	Developer
Seaside	60 ish	27	4500 W 1200 S	R-1	Ivory
Rampton Acres	4	1.73	Bluff & Antelope	R-1	Dwayne Johnson
Hunter's Glen	55 ish	24	920 S 4000 W	R-2	Cole Shlack
Grayson Ridge	97 ish	45	South of Buffalo Point Elem.	R-1	Duncan Barlow

COUNCIL AGENDA
October 25, 2016

Agenda Item **"j"** Discussion on Board of Adjustment

- Any question regarding this agenda item may be directed at Brody Bovero, City Manager, or City Attorney Paul Roberts.

Factual Summation

- The City ordinance states that the Board of Adjustment will hear the following applications:
  - Appeals of Hearing Officer's decision (Title 6) involving the zoning ordinance.
  - The granting of variances from the zoning ordinance.
  - Appeal of land use (Title 10) decisions made by the Land Use Administrator.

- The City has operated without a functioning Board of Adjustment for almost two years.

- The City has advertised for applicants to apply for open seats on the Board of Adjustment for over a year, and has consistently advertised in the City-wide newsletter for the previous 6 months. The City has only received one letter of interest.

- State law allows an alternative approach to hearing applications items such as variances and land use appeals. Specifically, a Hearing Officer/ Administrative Law Judge (ALJ) may be appointed by the City to hear such cases. This appointment can be made in a similar fashion to the Board of Adjustment (Mayor appoints, with advice/consent of Council).

- While there are no specific requirements for an appointee, City Attorney Paul Roberts and I would both recommend, for overall risk/liability issues, that the appointee be law-trained. This means that they are either a licensed attorney, or hold a law degree.

- The appointee could be citizen volunteer, a paid volunteer (similar to planning commission), or a contractor.

- The City runs certain risks by not having a Board of Adjustment or Hearing Officer/ALJ in place.

- The purpose of the discussion at the Council meeting is to consider options in appointing a Board of Adjustment or Hearing Officer/ALJ for variance applications and certain land use appeals.

COUNCIL AGENDA
October 25, 2016

Agenda Item **"k"** Recruitment, Retention, and Compensation Policy

Factual Summation

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

- Pursuant to October 11th meeting, the Council requested that I summarize the items discussed in the meeting to assist in the discussion, and add information related to advancements, promotions, and benchmarking.

- Attached to the memo you will find outline version 1.4 showing the main components of the policy in a summarized format. The items in **black** text were discussed in previous meetings and appeared to have tentative consensus amongst the Councilmembers. The items in **red** are concepts for the Council's consideration, that are based on comments made during previous discussions.

- This outline 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 v1.4

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 would be discussed as a part of the departmental review.

Benchmark

- Every other Biennial Review, departments are on a rotating benchmark schedule:
    - Group 1: Police, Fire, Park & Rec
    - Group 2: PW, CED, IT, Courts, Finance

Example Schedule:

Year 1: In-depth review and benchmark of Police, Fire, Park & Rec
Year 2: In-depth review and benchmark of PW, CED, IT, Courts, Finance
Year 3: In-depth review of Police, Fire, Park & Rec
Year 4: In-depth review of PW, CED, IT, Courts, Finance
Year 5: In-depth review and benchmark of Police, Fire, Park & Rec
Year 6: In-depth review and benchmark of PW, CED, IT, Courts, Finance

Wage Scales

- Wage scales will not be set lower than the 50th percentile of the market. Based on inability to attract an acceptable applicant pool, or due to a change in the labor market for any given position, the Council may adjust the wage scale to a higher percentile.
- Individual wages can be adjusted with every benchmark study, 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.
- The policy advises the Council to adjust wages scales only when there is a net change of 2.5% or greater in the benchmark for any given position.
- An employee's wages will not be adjusted due to a benchmark study if the employee has been hired within the previous 24 months.

Example 1: The Council budgets 2% of payroll 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. Since this is less than 2.5%, there would be no wage adjustment or wage scale adjustment.

Example 2: The Council budgets 2% of payroll for merit increases. The benchmark for Employee 'X's position shows an overall increase of 3.5% in the wage scale since the last benchmark. Since this is more than 2.5%, the employee is eligible (subject to Council approval) for his/her regular merit increase, plus a maximum of an additional 3.5% depending on his/her evaluation score.

Merit Increases

- In order to determine the budgeted amount for merit increases, the Council will:
  - Calculate the moving average of wage increases for the last 3 years of benchmark cities/companies .
  - Set aside a minimum of 25% of the net increase in combined sales tax, property tax, and franchise tax from the previous fiscal year.
  - Decide to either increase, decrease, or maintain the set-aside amount in order to stay competitive with the market.

- An evaluation system with scores ranging from 0 to 5 will be utilized for employee performance evaluations. Administration of merit increases is performed by the City Manager under direction of the Mayor, subject to performance scores of employees.

- Each department will be allotted a proportional share of the budgeted merit increase dollars based on the following formula:
  - Dept Share of Budgeted Merit Increase Dollars= (Total budgeted dollars approved by Council for merit increases/Total city-wide payroll dollars) X Total payroll of the department

  Note: Department heads will be considered a separate department for these purposes.

- For each department, the Average Merit Increase will be calculated using the following formula:
  - AVG Merit Increase = Dept Share of Budgeted Merit Increase Dollars / Total payroll of the department.

- For each department, the average evaluation score will be calculated. The average score will be targeted for the Average Merit Increase. Scores above the average evaluation will be provided a higher merit increase, and scores below the average will be provided a lower merit increase. Nevertheless, in no case shall the highest merit increase be higher than 50% above the average, unless approved by the City Council.

- Any score below a 3 will not be eligible for a merit increase.

Example: Average merit increase is 2%. No single employee may receive more than a 3% (2% x 1.5) merit increase, unless approved by the Council.

Advancements

Option #1

- 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.

Commented [BB1]: 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.

Option #2

- Employees that advance to higher position move to the bottom of the new scale, but at least a 3.5% increase. Employees are still eligible for merit increase for year of advancement.

  Example: Council budgets 2% for merit increases. Employee 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 3.5% increase. Employee would also be eligible to receive the budgeted merit increase, depending on performance.

Option #3

- Employees that advance to a higher position move to the bottom of new scale. However, if the bottom of the new scale is less than 3.5% higher than his/her current wage, the employee is instead eligible to receive, at the next merit increase, an additional increase of up to 3.5% for the advancement. The total amount will depend on the previous 2 year's performance scores.

  Example: Employee 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 merit increase with an eligibility to earn up to an extra 3.5% depending on the previous two year's performance scores.

Promotions

Option #1

- 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 [BB2]: 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.

Option #2

- Employees that are promoted to a position with more responsibility move to the bottom of new scale. However, if the bottom of the new scale is less than 7.5% higher than his/her current wage, the employee will receive a 7.5% increase.

  Example: Council budgets 2% for merit increases. Employee is promoted, and his/her current wage is already higher than the bottom of the scale for the new position. He/she would receive a 7.5% increase. Employee would also be eligible to receive the budgeted merit increase, depending on performance.

Option #3

- Employees that are promoted to a position with more responsibility move to the bottom of new scale. However, if the bottom of the new scale is not 7.5% higher than his/her current wage, the employee is instead eligible to receive, at the next merit increase, an additional increase of up to 7.5% for the advancement. The total amount will depend on the previous 2 year's performance scores.

  Example: Employee is promoted, and his/her current wage is already higher than the bottom of the scale for the new position. He/she would receive a merit increase with an eligibility to earn up to an extra 7.5% depending on the previous two year's performance scores.

Benchmark Cities

- Philosophy: The purpose of benchmarking in this policy is to establish an estimate of the local and regional market for municipal employees. When deciding which cities to compare with, there needs to be balance of similar city structure (size, land use, revenue, etc) and logistical competition (geographic proximity, type of community, etc). Benchmarks serve as a market

indicator, and checkpoint, but by no means are to be used as the sole determining wage scale indicator. The City Council reserves the right to unilaterally adjust the wage scales to a level where it feels appropriately represents the market.

- Resources: In addition to cities within the same regional location, data resources provided by the Utah Benchmarking Project can be used. The UBP has categorized cities into different clusters based on their characteristics. While all cities are unique, some characteristics are similar enough to enable the categorization process. The UBP has placed Syracuse City in the High-Income Residential Cluster, along with 17 other cities in the state. Previously, Syracuse was in the High-Growth Cluster, but was moved since it now fits more closely with the new category. For purposes of benchmarking, the City will use all the cities in the High-Income Residential and High Growth Clusters.

- Location: Based on location, it is reasonable to expect that all of Davis County and all, or at least the southern part of Weber County would be in competition for Syracuse employees. It could also be argued that northern Salt Lake County would also be in the primary location market for Syracuse employees. In addition to the cities in the High-Income Residential and High Growth Clusters, the City will use all the cities in Weber and Davis County for benchmark purposes.

- Benchmark Exclusions: Within the primary market location (Davis/Weber County), there are certain cities that are drastically different that Syracuse. While the identification of these cities is ultimately the Council's decision, examples would be cities such as Ogden City, or the Town of Uintah. These types of cities would be excluded from the benchmark, which in essence is saying, "we won't compete with these cities".

- (Optional) Cities of Strong Similarity: Using the UBP data, there are certain variables that demonstrate a stronger similarity with Syracuse City. These variables can be used if the Council wants to create a shorter list of benchmark cities that demonstrate a closer similarity to Syracuse City. Certain variables to examine include:
    - Population size
    - Sales Tax per Capita
    - Primary Residential Land Value
    - Commercial & Industrial Land Value

- Based on all the factors listed above, the City Manager will propose, and the City Council will have final approval of a list of cities that will constitute the benchmark for comparison of wage scales.

(An example will be provided at the meeting)

Setting Wage Scales

- The minimum wage and maximum wage for any given position will be determined by calculating the XXth percentile of each position's wage scales in the list of benchmark cities. The Council may adjust the wage scale of a position to within the percentile limits outlined in this policy.

- Due to the uniqueness of each city, some cities may be added or deleted from the wage scale benchmark of a position in order to ensure a more accurate comparison of duties and responsibilities.

Setting Wages

Option 1:

- In determining the wage for employees, the City Manager shall consider relevant factors such as experience, education, skills, and training obtained by the employee.

- For new hires, the City Manager may use these factors to set the new employee's wage up to the mid-point of the wage scale, assuming budgetary allowance. If the City Manager determines that the new hire should start above the mid-point of the wage scale, he/she must first get approval from a majority of the City Council.

- For existing employees, if the City Manager determines that an employee should receive an increase in wage level above that allowed in the policy, then he/she shall present those reasons and obtain approval from a majority of the City Council prior to adjusting the wage.

Option 2:

- In determining the wage for employees, the City Manager shall conduct an analysis on each position which includes the following steps:
    - The City will contact benchmark cities to obtain actual wages of employees in each position.
    - In addition, the City will ask the benchmark cities to provide relevant information about each employee, such as total years of related experience (not just with

current city), years of experience with the current city, years of experience in current position, number of people the employee supervises, job duties, etc.
    - All of the information obtained will be listed and analyzed in order to determine the appropriate wage level of the City employee in question. The analysis will take into account the percentile at which the City Council desires to pay for that position.
    - The City Manager will present the analysis on each employee of the City for approval by the City Council.

- Based on the analysis and approval, each employee's wage will be set at the level decided by the Council.

- This process also applies to new hires.

POSITION AND ADVANCEMENT COMPARISON

Number of cities compared = 13

Number of cities responded = 5

CITY	PO I	PO II	PO III	MASTER OFFICER	CORPORAL	SERGEANT	LIEUTENANT	CAPTAIN	ASSISTANT CHIEF	CHIEF
Bountiful					X	X	X		X	X
Centerville						X	X			X
Clearfield	X	X	X	X		X	X		X	X
Clinton						X	X			X
Farmington	X	X			X	X	X			X
Kaysville						X	X			X
Layton	X	X	X	X		X	X		X	X
North Ogden						X	X			X
North Salt Lake						X	X			X
Riverdale						X	X			X
Roy				X		X	X		X	X
South Ogden	X	X	X	X	X	X	X			X
Woods Cross	X	X	X	X		X	X			X

POSITION AND ADVANCEMENT COMPARISON

BOUNTIFUL POLICE DEPARTMENT

-POLICE OFFICER I

-

-POLICE OFFICER II

-

-POLICE OFFICER III

-

-MASTER OFFICER

-

-CORPORAL

-

-SERGEANT

-

-LIEUTENANT

-

-ASSISTANT CHIEF

-

POSITION AND ADVANCEMENT COMPARISON

CENTERVILLE POLICE DEPARTMENT

-POLICE OFFICER I

-

-POLICE OFFICER II

-

-POLICE OFFICER III

-

-MASTER OFFICER

-

-CORPORAL

-

-SERGEANT

-

-LIEUTENANT

-

-ASSISTANT CHIEF

- NOT A POSITION IN THIS DEPARTMENT

POSITION AND ADVANCEMENT COMPARISON

CLEARFIELD POLICE DEPARTMENT

-POLICE OFFICER I

- No experience
- Eligible for advancement to PO II in three years
- Hired at starting wage
- Entry level responsibilities

-POLICE OFFICER II

- 5% increase
- Graduation from high school plus three years experience as a police officer
- Current certifications for the use of radar/lidar and intoxilyzer
- Completed training (interview and interrogation, traffic enforcement, search and seizure, EVO, firearms, and taser)

-POLICE OFFICER III

- 5% increase
- Graduation from high school plus five years experience as a police officer
- Current certifications for the use of radar/lidar and intoxilyzer
- Completed 80 hours of specialized training (i.e., traffic investigation, drug investigation, firearms, CIT Academy, FTO training, or other approved specialized area.)
- Internal candidates must have annual evaluation scores that progress to meet a score of meets expectations

-MASTER OFFICER

- 5% increase
- Graduation from high school plus seven years experience as a police officer; one of which must have been with Clearfield City as a Police Officer III
- Current certifications for the use of radar/lidar and intoxilyzer

POSITION AND ADVANCEMENT COMPARISON

- Completed 80 hours of specialized training including completion of Instructor Development and coordinating or assisting with a department training program or as a POST Instructor (Department or with POST)
- Current field training officer for the Department
- Previous experience as a shift commander and attended a minimum of 16 hours of training specific to leadership or supervision
- Annual evaluation scores that progress to meet a score of meets expectations (internal candidates)

-CORPORAL

- NOT A POSITION IN THIS DEPARTMENT

-SERGEANT

- Eight years of experience
- Additional training and certifications determined by the Administration
- Bachelor's Degree
- One year as a Master Officer with Clearfield City

-LIEUTENANT

- Bachelor's degree in police science, criminology or related field from an accredited college or university;
  AND
- Eight years of progressively responsible law enforcement experience, two of which must have been as a sergeant

-ASSISTANT CHIEF

- Bachelor's degree in police science, criminology or related field from an accredited college or university;
  AND
- Nine years of progressively responsible law enforcement experience, two of which must have been as a Lieutenant

*** No COLA/merit when officer terminates probation period. All other advancements come with merit/COLA eligibility***

POSITION AND ADVANCEMENT COMPARISON

CLINTON POLICE DEPARTMENT

-POLICE OFFICER I

-

-POLICE OFFICER II

- NOT A POSITION IN THIS DEPARTMENT

-POLICE OFFICER III

- NOT A POSITION IN THIS DEPARTMENT

-MASTER OFFICER

- NOT A POSITION IN THIS DEPARTMENT

-CORPORAL

- NOT A POSITION IN THIS DEPARTMENT

-SERGEANT

-

-LIEUTENANT

-

-ASSISTANT CHIEF

- NOT A POSITION IN THIS DEPARTMENT

POSITION AND ADVANCEMENT COMPARISON

FARMINGTON POLICE DEPARTMENT

-POLICE OFFICER I

-

-POLICE OFFICER II

-

-POLICE OFFICER III

- NOT A POSITION IN THIS DEPARTMENT (Advances from PO II to a Corporal)

-MASTER OFFICER

- NOT A POSITION IN THIS DEPARTMENT

-CORPORAL

-

-SERGEANT

-

-LIEUTENANT

-

-ASSISTANT CHIEF

- NOT A POSITION IN THIS DEPARTMENT

POSITION AND ADVANCEMENT COMPARISON

KAYSVILLE POLICE DEPARTMENT

-POLICE OFFICER I

-

-POLICE OFFICER II

-

-POLICE OFFICER III

-

-MASTER OFFICER

-

-CORPORAL

- NOT A POSITION IN THIS DEPARTMENT

-SERGEANT

-

-LIEUTENANT

-

-ASSISTANT CHIEF

- NOT A POSITION IN THIS DEPARTMENT

POSITION AND ADVANCEMENT COMPARISON

LAYTON POLICE DEPARTMENT

-POLICE OFFICER I

- No experience
- Eligible for advancement to PO II in two years
- Hired at starting wage
- Entry level responsibilities

-POLICE OFFICER II

- 5% increase
- Two years experience
- Eligible for advancement to PO III after two years as a PO II
- Mostly entry level responsibilities

-POLICE OFFICER III

- The officer has to serve three years as a PO II to be able to advance to a PO III
- 5% increase

-MASTER OFFICER

- 10% increase
- 8 years experience and meeting certain requirements (could be more time if less requirements met)

-CORPORAL

-SERGEANT

***** Eligible for full merit/COLA on an advancement, as they are not moving scales. Promotions are different and the merit/COLA would be prorated based on the times in each scale*****

POSITION AND ADVANCEMENT COMPARISON

NORTH OGDEN POLICE DEPARTMENT

-POLICE OFFICER I

-

-POLICE OFFICER II

-

-POLICE OFFICER III

-

-MASTER OFFICER

-

-CORPORAL

-

-SERGEANT

-

-LIEUTENANT

-

-ASSISTANT CHIEF

POSITION AND ADVANCEMENT COMPARISON

NORTH SALT LAKE POLICE DEPARTMENT

-POLICE OFFICER I

-

-POLICE OFFICER II

-

-POLICE OFFICER III

-

-MASTER OFFICER

-

-CORPORAL

-

-SERGEANT

-

-LIEUTENANT

-

-ASSISTANT CHIEF

POSITION AND ADVANCEMENT COMPARISON

RIVERDALE POLICE DEPARTMENT

-POLICE OFFICER I

-

-POLICE OFFICER II

-

-POLICE OFFICER III

-

-MASTER OFFICER

-

-CORPORAL

-

-SERGEANT

-

-LIEUTENANT

-

-ASSISTANT CHIEF

POSITION AND ADVANCEMENT COMPARISON

ROY POLICE DEPARTMENT

-POLICE OFFICER (Not categorized as PO I)

- Hired at starting wage
- No experience
- Entry level responsibilities

-POLICE OFFICER II

- NOT A POSITION IN THIS DEPARTMENT

-POLICE OFFICER III

- NOT A POSITION IN THIS DEPARTMENT

-MASTER OFFICER

- Unknown increase

-SERGEANT

- 5% increase

-LIEUTENANT

- 5% increase

-ASSISTANT CHIEF

-

POSITION AND ADVANCEMENT COMPARISON

SOUTH OGDEN POLICE DEPARTMENT

-POLICE OFFICER I

- No experience
- Eligible for advancement to PO II in three years
- Hired at starting wage
- Entry level responsibilities
- Minimum pay $18.85

-POLICE OFFICER II

- Must have obtained qualifications of Police Officer I; Advanced Officer Certification and 80 hours of specialized school as designated by the Department including but not limited to D.A.R.E.; Homicide School, Community Policing, etc., (FTO certification required if utilized in that position)
- Three years experience as a Police Officer;
- An equivalent combination of education and experience, as determined by the Department with no less than one year as a police officer
- Two consecutive passing evaluations indicating positive work performance
- Minimum pay $20.31

-POLICE OFFICER III

- Advanced and FTO Certification through P.O.S.T.;
- Five years of work experience as a police officer or an equivalent combination of education and experience
- Minimum pay $24.75

-MASTER OFFICER

- Minimum pay $26.09

-CORPORAL

POSITION AND ADVANCEMENT COMPARISON

-SERGEANT

- Associate Degree in Police Science or related field, P.O.S.T. certification as a police officer;
- Five years of progressively responsible law enforcement experience as a municipal, county, or state officer;
  OR
- An equivalent combination of education and experience
- Minimum pay $27.44

-LIEUTENANT

- Bachelor Degree in Police Science or related field, plus P.O.S.T. certification as a First Line Supervisor and six years of progressively responsible law enforcement experience as a municipal, county, or state officer; Three years of which must have been as a sergeant:
  OR
- An equivalent combination of education and experience.
- Minimum pay $32.91

-ASSISTANT CHIEF

- NOT A POSITION IN THIS DEPARTMENT

***Council recently raised police wages. All wages are at least 90% of the actual average of the market, based on comparison cities. Every year an officer gets 1% increase after a positive evaluation. No merit/COLA per say, other than the 1% increase after the positive evaluation. There is also an increase for advancements. If the market goes up, the officer will be adjusted to stay at least 90% of the actual average of the market. Additionally, the officer would receive the 1% following a positive evaluation. If the market goes down, the officer would not lose any pay, however no adjustment would be given. This is based on years in position.

POSITION AND ADVANCEMENT COMPARISON

WOODS CROSS POLICE DEPARTMENT

-POLICE OFFICER I

- No experience
- Eligible for advancement to PO II in three years
- Hired at starting wage
- Entry level responsibilities

-POLICE OFFICER II

- Three years experience as a patrol officer; or an equivalent combination of education and experience
- One Department recognized specialty position (i.e., K-9, F.T.O., Motors, Investigations, Trainer, DARE, etc.,)

-POLICE OFFICER III

- Five years experience as a police officer of which one must have been as a Woods Cross police officer; or an equivalent combination of education and experience
- Must perform two department recognized specialty positions (i.e., FTO, Dare, Investigations, Motor, K-9, etc.,); must have completed P.O.S.T. Instructor Development Course or an equivalent
-

-MASTER OFFICER

-

-CORPORAL

- NOT A POSITION IN THIS DEPARTMENT

-SERGEANT

POSITION AND ADVANCEMENT COMPARISON

- Associate degree in criminal justice, or related field; plus, P.O.S.T. certification as a First Line Supervisor; and three years of progressively responsible law enforcement experience as a municipal, county, or state officer, or an equivalent combination of education and experience

-LIEUTENANT

- Associate degree in police science, or related field; plus, a minimum of 40 hours of POST supervisor training; and eight years of progressively responsible law enforcement experience as a municipal, county, or state officer, one year of which must have been as a satisfactory performer with the City of Woods Cross; or an equivalent combination of education and experience.
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-ASSISTANT CHIEF

- NOT A POSITION IN THIS DEPARTMENT

Comparable Fire Department Advancement and Promotion Data – October 2016

Fire Departments Contacted: North Davis Fire District, Clinton City, Layton City, South Davis Metro Fire District, Riverdale City, Weber Fire District.

North Davis Fire District

Q – What positions in the department include ADVANCEMENTS?
A – No position has advancements except as a method to move through the wage scale based on performance and time in position.

Q – In what positions is there an opportunity for PROMOTION?
A – Firefighter, Captain, Deputy Chief. Each position has its own wage scale. Deputy Chief includes $5000/annual stipend if DC is functioning as Fire Marshall.

Q – Do wage scales overlap?
A – Wage scale for Firefighter and Captain overlap.

Layton City

Q – What positions in the department include ADVANCEMENTS?
A – The Firefighter scale includes FF1(entry level part-time), FF2 (entry level for Full-time), and FF3 (Senior FF). Each of these designations have opportunities for advancement with Drivers' certifications, and/or paramedic certification. The Engineer and Captain positions do not have advancement opportunities, except for increases for merit and time served.

Q – In what positions is there an opportunity for PROMOTION?
A – Firefighter, Engineer, Captain, Battalion Chief, Assistant Chief

Q – Do wage scales overlap?
A – Yes each wage scale has overlap with the next wage scale on the plan.

Clinton City

Q – What positions in the department include ADVANCEMENTS?
A – The Firefighter position/wage scale has wage increases for completed certifications including Driver Operator, and Rescue Technician. Employees receive annual Merit or COLA based on their performance evaluation.

Q – In what positions is there an opportunity for PROMOTION?
A – Firefighter, Captain, Deputy Chief.

Q – Do wage scales overlap?
A – There is overlap between the top of the firefighter scale and the entry of the Captain scale.

South Davis Metro Fire District
Q – What positions in the department include ADVANCEMENTS?
A – Firefighter may advance to Paramedic and/or Driver Engineer, which both have their own wage scale, but do not include supervisory responsibility.

Q – In what positions is there an opportunity for PROMOTION?
A – Captain (Paramedic-Captain, Battalion Chief), Battalion Chief, Deputy Chief. Each position has its own wage scale.

Q – Do wage scales overlap?
A – Yes each wage scale has overlap with the next wage scale on the plan.

Riverdale City
Q – What positions in the department include ADVANCEMENTS?
A – The Firefighter position/wage scale has wage increases for completed certifications including Advanced EMT, Driver Operator, and Rescue Technician. Employees receive annual bonus based on their performance evaluation.

Q – In what positions is there an opportunity for PROMOTION?
A – Firefighter, Captain. Each position has its own wage scale.

Q – Do wage scales overlap?
A – There is overlap between the top of the firefighter scale and the entry of the Captain scale.

Weber Fire District
Q – What positions in the department include ADVANCEMENTS?
A – Firefighter may advance to Paramedic and/or Driver Engineer, which both have their own wage scale, but do not include supervisory responsibility.

Q – In what positions is there an opportunity for PROMOTION?
A –Captain (Paramedic-Captain, Battalion Chief), Battalion Chief, Deputy Chief. Each position has its own wage scale.

Q – Do wage scales overlap?
A – There is no overlap in the pay scales for Firefighter and Driver Engineer. There is overlap in the pay scales of Captain, Paramedic Captain, and Battalion Chief.

Syracuse Fire Department
Q – What positions in the department include ADVANCEMENTS?
A – Firefighter may advance to Senior Firefighter or Driver Engineer. Each have their own wage scale, but do not include regular supervisory responsibility. However, the Senior Firefighter and Driver Engineer are responsible for Acting Officer duty when the Captain is off duty.

(See next)

Q – In what positions is there an opportunity for PROMOTION?
A – Firefighter, Senior FF, Engineer, Captain, Deputy Chief. Each position has its own wage scale.

Q – Do wage scales overlap?
A – There is overlap between the top of the firefighter scale and the Senior Firefighter/Driver Engineer scales. The top of the Senior FF/Driver scales overlap the entry of the Captain scale.