



SYRACUSE CITY

Syracuse City Council Work Session Agenda

**July 23, 2019 – immediately following the special meeting,
which begins at 6:00 p.m.**

City Council Conference Room

Municipal Building, 1979 W. 1900 S.

- a. Meeting called to order. Pledge of Allegiance and Prayer.
- b. Public comments.
- c. Planning items:
 1. Proposed amendment to Criddle Farms Subdivision development agreement. (10 min.) *Council discussion, if necessary, will commence with Councilmember Bingham.*
 2. Proposed amendments to Planning Commission bylaws. (5 min.) *Council discussion, if necessary, will commence with Councilmember Bolduc.*
 3. Continued review of General Plan/Vision 2050 Recommendation from Planning Commission. (45 min.) *Council discussion, if necessary, will commence with Councilmember Maughan.*
- d. Budget discussion (1 hour)
 1. Options for allocating additional tax revenue associated with maintaining certified tax rate. (20 min.) *Council discussion, if necessary, will commence with Councilmember Peterson.*
 2. Discussion of additional Fiscal Year 2020 budget related items. (20 min.) *Council discussion, if necessary, will commence with Councilmember Savage.*
- e. Update regarding latest design for West Davis Corridor (WDC) project, widening of Antelope Drive, and the extension of State Road 193. (25 min.) *Council discussion, if necessary, will commence with Councilmember Bingham.*
- f. Consideration of accepting Weber Basin Water Conservancy (WBWC) District 3 secondary water shares for development within Syracuse City. (10 min.) *Council discussion, if necessary, will commence with Councilmember Bolduc.*
- g. Discussion regarding Syracuse City culinary water disconnection procedures. (10 min.) *Council discussion, if necessary, will commence with Councilmember Maughan.*
- h. Discussion regarding proposed amendments to the Syracuse City Transportation Impact Fee Analysis Plan. (10 min.) *Council discussion, if necessary, will commence with Councilmember Peterson.*
- i. City Council Rules of Order and Procedure review – and Dave's request about time limits on agenda items. (10 min.) *Council discussion, if necessary, will commence with Councilmember Savage.*
- j. Continued discussion regarding practice and equipment storage space for Syracuse City Orchestra (10 min.) *Council discussion, if necessary, will commence with Councilmember Bingham.*
- k. Public comments.
- l. Discussion of future agenda items/Council announcements.

~~~~~

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 18<sup>th</sup> day of July, 2019 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 July 18, 2019.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER

***\*\*Meetings of the Syracuse City Council may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Rules, Policies and Procedures established by the Governing Body for electronic meetings. Councilmember Peterson will participate in the meeting via electronic means.\*\****



# COUNCIL AGENDA

July 23, 2019

## Agenda Item # x

## Criddle Farms Subdivision Park

### ***Factual Summation***

Please review the following information. Any questions regarding this agenda item may be directed to Noah Steele, Community & Economic Development Director.

In June 2017, the city entered into an annexation and development agreement for the Criddle Farms Subdivision, located approximately 4000 W and 2000 S. The agreement anticipated the creation of a small, approximately 1 acre park to be developed with the subdivision. The agreement states that the developer will build the park, and the city will own and maintain it. The concept plan includes a playground, grassy area, and a well water drinking fountain. The developer has built the parking lot and is currently working on finalizing the design for the rest of the park.

While looking at the design, the developer felt that the addition of a private HOA swimming pool would be desirable to the residents of his community. However, having the city maintaining and owning a private swimming pool with public tax dollars presents a dilemma.

This presents the city with some options for the park development. Option 1 is to 'stick with the plan' which is for the developer to build the park and for the city to own and maintain the it. Option 2 is for the developer to build the park, including the private pool and the HOA would own and maintain it all. Regardless of which option is chosen, the developer is committed to building a park on the parcel. One scenario the city owns and maintains it, the other, the HOA does.

### ***Goals of Discussion***

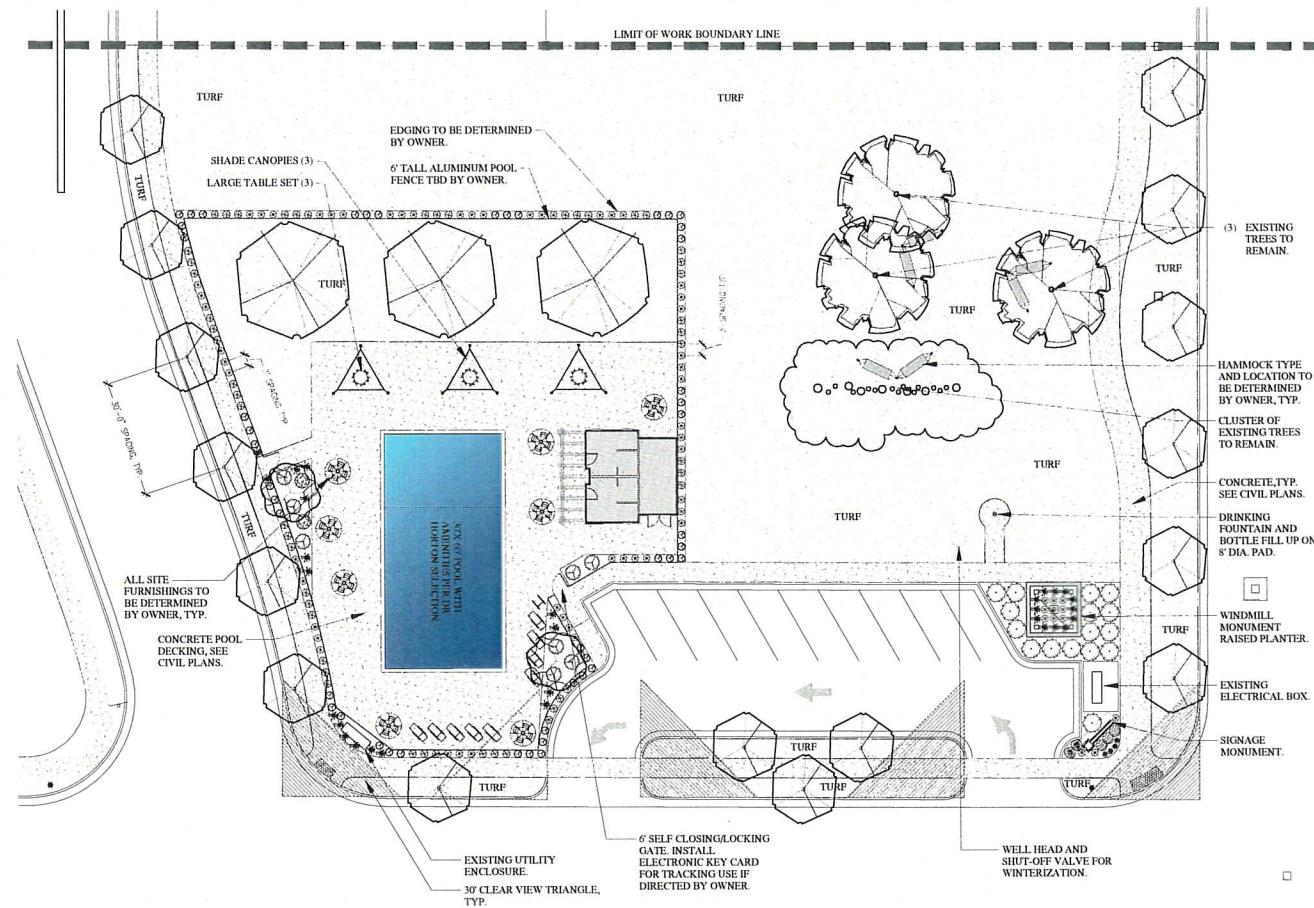
-Decide which open space scenario is most beneficial for the city

-Decide if the development agreement amendment should be placed on your business meeting agenda for a vote. (only required if option 2 is desired)

Option 1 - Original Park Plan - Would be City Owned/Maintained (Exhibit D)



### Option 2 - Proposed Plan - Would be HOA Owned/Maintained



### LANDSCAPE NOTES

- LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES OF ALL MATERIALS FOR BIDDING AND INSTALLATION PURPOSES. IF DISCREPANCIES EXIST, THE PLAN SHALL DICTATE.
- PLANT MATERIAL TO BE INSTALLED PER PLANT LEGEND. ANY SUBSTITUTIONS TO BE APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT.
3. NEW AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO BE INSTALLED PRIOR TO LANDSCAPE INSTALLATION TO ENSURE PROPER WATERING OF ALL LANDSCAPE AREAS. REFERENCE TO IRRIGATION PLANS FOR SPECIFICATIONS.
4. NEW LAWN AREAS TO BE SODED WITH 100% KENTUCKY BLUEGRASS (MINIMUM OF 3 DIFFERENT VARIETIES). FINISH LEVEL ALL AREAS PRIOR TO LAYING SOED. SEE SOED LAYING NOTES FOR MORE INFORMATION.
5. NEW TOPSOIL TO BE APPLIED TO ALL AREAS WHERE TOPSOIL IS NOT PRESENT OR IS REPORTED TO BE DEFICIENT. TOPSOIL TO BE MIXED WITH 15% HIGH GRADE DECOMPOSED ORGANIC MATERIAL (SOIL PREP FROM MILLER COMPANIES OR AN OWNER APPROVED EQUIV.). MIXED INTO TOPSOIL PRIOR TO SPREADING IN ALL NEW PLANTER AREAS. INST. 10" DEEP IN ALL NEW LAWN AREAS. MIXED WITH 15% HIGH GRADE DECOMPOSED ORGANIC MATERIAL (SOIL PREP FROM MILLER COMPANIES OR AN OWNER APPROVED EQUIV.). MIXED INTO TOPSOIL PRIOR TO SPREADING IN ALL NEW LAWN AREAS. CONSULT WITH OWNER FOR TOPSOIL REQUIREMENTS.
6. PLANT BEDS TO BE EXCAVATED AS NECESSARY IN ORDER TO ALLOW FOR TOPSOIL. AMENDMENTS AND REVISIONS TO FINISHED SURFACE TO BE APPROX. 1" BELOW TOP OF LAWN DEGREE.
7. SIDEWALK OR OTHER PAVED AREAS FINISHED GRADE OF PLANTER AREAS SHALL BE APPROX. 1" BELOW TOP OF CURB, SIDEWALK, OR OTHER PAVED AREA.
8. ROCK MULCH TO BE INSTALLED IN ALL ROCK MULCH AREAS. DO NOT INSTALL WEED BARRIER FABRIC IN AREAS TO RECEIVE WOOD MULCH.
9. INSTALL PRE-EMERGENT HERBICIDE TO THE TOP OF THE FABRIC AFTER INSTALLING PLANTS AND PRIOR TO ROCK MULCH. ROCK MULCH TO BE INSTALLED AFTER THE CONTRACTOR SHALL EVEN THE GRADE.
10. SECOND APPLICATION OF SLOW-RELEASE PRE-EMERGENT HERBICIDE. APPLY PRE-EMERGENT HERBICIDE PER MANUFACTURERS RECOMMENDATIONS.
11. ROCK MULCH TO BE INSTALLED AT 3" DEPTH IN ALL TREE AND SHRUB PLANT AREAS. PULL MULCH 1" AWAY FROM BASE OF PERENNIALS AND SHRUBS AND MIN. 6" AWAY FROM ALL TREES.
12. TREES LOCATED IN LAWN AREAS SHALL HAVE A GRASS FREE TREE RING AROUND BASE OF TREE WITH 1" DEPTH OF WOOD MULCH. THE GRASS FREE RING FOR FLOWERING TREES SHALL BE 4" DIAMETER AND UP TO 12" DEEP.
13. IF HARD WINDS ARE FREQUENT ON SITE, ALL TREES TO BE STAKED AT TIME OF PLANTING. SEE DETAILS FOR SPECIFICS. REMOVE STAKING WITHIN FIRST YEAR OR WHEN TREE IS ESTABLISHED.
14. COVERERS TO BE INSTALLED TO PROTECT ALL STRUCTURES AND PLANTINGS. COVERERS TO BE USED AS NEEDED.
15. SEE ARCHITECT AND CIVIL PLANS FOR ALL BUILDING AND SITE INFORMATION.

### SOD LAYING NOTES

1. LAY SOD WITHIN 24 HOURS OF BEING LISTED.
2. LAY SOD IN ROWS WITH JOINTS STAGGERED. BUTT SECTIONS CLOSELY WITHOUT OVERLAPPING OR LEAVING GAPS BETWEEN SECTIONS. CUT OUT IRREGULAR OR THIN SECTIONS WITH A SHARP KNIFE.
3. USE A 1/2" SHARP POINTED SOULS OR PAVED SURFACES.
4. AFTER SODDING HAS BEEN COMPLETED, ROLL HORIZONTAL SURFACE AREAS IN TWO DIRECTIONS PERPENDICULAR TO EACH OTHER WITH A 150 POUND SOD ROLLER. REPAIR AND RE-ROLL AREAS WITH DEFECTS, LINES, LUNGS, OR OTHER DEFECTS. HEAVY ROLLING TO CORRECT IRREGULARITIES IN GRADE IS NOT PERMITTED.
5. WATER ALL SODDED AREAS IMMEDIATELY AFTER SOD LAYING TO OBTAIN MOISTURE. PENETRATION OF WATER TO SOD TOP SURFACE.
6. PROVIDE ADEQUATE PROTECTION OF SODDED AREAS AGAINST TRESPASSING, EROSION AND DAMAGE OF ANY KIND. REMOVE THIS PROTECTION AFTER SODDED AREAS HAVE BEEN ACCEPTED BY THE OWNER.
7. REPLACE DAMAGED AREAS AT NO ADDITIONAL COST TO OWNER.

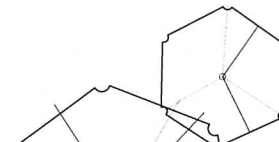
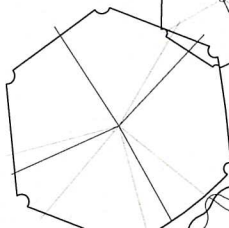
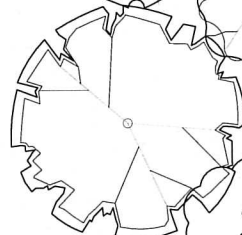
## GENERAL NOTES

1. ALL BASE AND SITE INFORMATION WAS OBTAINED FROM ENSIGN ENGINEERING AND IS THEREFORE ASSUMED TO BE ACCURATE. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING AND PROPOSED GRADES, PLANT MATERIAL, UTILITIES, PROPERTY LINES ETC. PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS PRIOR TO CONSTRUCTION. IN ADDITION, ALL UTILITIES AND/OR EASEMENTS ARE TO BE VERIFIED ON-SITE TO ENSURE NO CONFLICTS EXIST BETWEEN EXISTING UTILITIES, EASEMENT AND THE PROPOSED LANDSCAPE PLAN. BY USE OF THESE PLANS, THE OWNER AND CONTRACTORS AGREE TO HOLD BIRDAIR CONTRACTOR HARMLESS FROM ANY AND ALL SUITS, DAMAGES AND LOSSES. THESE DOCUMENTS ARE NOT TO BE USED AS COMPLETE ENGINEERING PLANS. PLEASE SEE CIVIL, MECHANICAL, ELECTRICAL, STRUCTURAL, ETC. ALL PLANS FOR PROPER INFORMATION AND DETAILS. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND EASEMENTS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOT CAUSE HARM TO ANY PERSON, STRUCTURE OR OTHER ELEMENTS ON THE SAID PROPERTY OR ADJACENT PROPERTIES. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SPECIFICATIONS. ANY DISCREPANCIES FOUND IN THE DRAWINGS, DETAILS OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND IN-SITE DESIGN GROUP PRIOR TO CONSTRUCTION. CONTRACTOR SHALL OBTAIN WRITTEN FIELD DIRECTIONS FROM THE DESIGN GROUP PRIOR TO CONSTRUCTION. COURSE OF ACTION IF DISCREPANCY OR ERROR ARE DISCOVERED PRIOR TO AND DURING CONSTRUCTION.

## HARDSCAPE NOTES

- CONTRACTOR TO APPLY FOR ALL NECESSARY PERMITS AND PAY FOR THE SAME.
- CONTRACTOR TO PROVIDE ANY DRAWINGS, STRUCTURAL CALCULATIONS OR CUT SHEETS OF ALL ACCESSORY STRUCTURES (INCLUDING MONUMENT SIGN, WINDMILL AND RAISED PLANTER, POOL BUILDING, ETC. STRUCTURES) TO PROVIDE TO THE CITY OF FORT PIERCE FOR PERMITS AND ETC. TO OWNER FOR APPROVAL PRIOR TO CONSTRUCTION.
- SEE CIVIL PLANS FOR ALL GRADING AND DRAINAGE REQUIREMENTS. THE CONTRACTOR SHALL MAINTAIN DRAINAGE MANAGED AWAY FROM THE STRUCTURE. ALL HARDSCAPE SURFACES SHALL HAVE POSITIVE DRAINAGE AWAY FROM THE BUILDING AND OTHER STRUCTURES.
- CONTRACTOR TO PROVIDE IRRIGATION AND LIGHTING SLEEVING UNDER ALL SIDEWALKS, DRIVEWAY AND PORCHES. TO BE NEEDED PRIOR TO INSTALLATION OF ALL ELEMENTS.
- PATIO FURNITURE AND OTHER SITE FURNISHING TO BE PROVIDED AND INSTALLED BY OWNER.
- CARE SHALL BE TAKEN NOT TO DAMAGE ANY EXISTING LANDSCAPING TO REMAIN OR ANY OTHER ASPECTS OF THE EXISTING SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PLANTS AND TREES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES.
- RESPONSIBILITY OF THE CONTRACTOR WITH NO ADDITIONAL COSTS BEING INCURRED BY THE OTHER.

### TREE LEGEND

| SYMBOL                                                                               | TREE LEGEND                                                | BOTANICAL NAME/COMMON NAME | QTY       | SIZE |
|--------------------------------------------------------------------------------------|------------------------------------------------------------|----------------------------|-----------|------|
|   | ACER GRANDIDENTUM<br>BIGTOOTH MAPLE                        | 2                          | 2" CAL.   |      |
|   | ACER PLATINOIDES 'CRIMSON KING'<br>CRIMSON KING MAPLE      | 3                          | 2" CAL.   |      |
|   | PRUNUS SERRULATA 'ROYAL BURGUNDY'<br>ROYAL BURGUNDY CHERRY | 2                          | 1.5" CAL. |      |
|   | EXISTING TREE TO REMAIN                                    | 3                          | N/A       |      |
|  | TREE CLUMP TO REMAIN                                       | N/A                        | N/A       |      |

### PLANT LEGEND

| PLANT LEGEND                                                                          |                                                        |     |       |
|---------------------------------------------------------------------------------------|--------------------------------------------------------|-----|-------|
| SYMBOL                                                                                | BOTANICAL NAME/COMMON NAME                             | QTY | SIZE  |
|  | BERBERIS THUNBERGII 'CRURUZAM'<br>CRIMSON RUBY BARBERY | 46  | 5 GAL |
|  | EUONYMUS A. COMPACTA<br>DWARF BURNING BUSH             | 2   | 5 GAL |
|  | FRUITCOSA 'MONSIEUR'<br>FROSTY SPIREA                  | 3   | 5 GAL |
|  | PRUNUS BESSEYI 'PAWNEE BUTTES'<br>SAND CHERRY          | 8   | 5 GAL |

### EVERGREEN SHRUB LEGEND

| EVERGREEN SHRUB LEGEND                                                                |                                                      |     |       |
|---------------------------------------------------------------------------------------|------------------------------------------------------|-----|-------|
| SYMBOL                                                                                | BOTANICAL NAME/COMMON NAME                           | QTY | SIZE  |
|  | MAHONIA REPENS<br>CREEPING MAHONIA                   | 16  | 5 GAL |
|  | PINUS MUGO 'SLOWMOUND'<br>SLOWMOUND MUGO PINE        | 2   | 5 GAL |
|  | THUJA OCCIDENTALIS 'TINY TOT'<br>TINY TOT ARBORVITAE | 51  | 5 GAL |

**PERENNIALS/GRASSES/ GR.COVER**

| PERENNIALS/BIENNIALS/GRASSES                                                          |                                                                |    | QTY   | SIZE |
|---------------------------------------------------------------------------------------|----------------------------------------------------------------|----|-------|------|
| SYMBOL                                                                                | BOTANICAL NAME/COMMON NAME                                     |    |       |      |
|  | GERANIUM X 'ROZANNE' TM<br>HYBRID CRANESBILL                   | 4  | 1 GAL |      |
|  | HEMEROCALLIS X 'HAPPY RETURNS'<br>HAPPY RETURNS DAYLILY        | 9  | 1 GAL |      |
|  | PENNISETUM ALOPECUROIDES 'HAZEL'<br>HAZEL DWARF FOUNTAIN GRASS | 64 | 1 GAL |      |

|      |                                                      |                   |     |
|------|------------------------------------------------------|-------------------|-----|
| TURF | KENTUCKY BLUE GRASS<br>MIN. OF 3 DIFFERENT VARIETIES | =28,305<br>SQ.FT. | SOD |
|------|------------------------------------------------------|-------------------|-----|



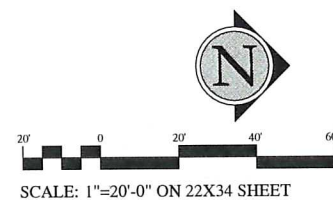
**CRIDDLE FARMS**  
**PREPARED FOR: DR HORTON**  
**SYRACUSE - UTAH - 84075**

PRELIMINARY PLAN  
NOT FOR CONSTRUCTION

## PLANTING PLAN

DRAWN BY: JLH  
CHECKED: SEW/CBW  
DATE: 1-25-19  
REVISIONS: 3-19-2019  
7-17-19  
--  
JOB NO. 18-125

LS1.1



# Existing Agreement

## ANNEXATION AND DEVELOPMENT AGREEMENT FOR PROPERTY LOCATED AT 700 SOUTH 4000 WEST AND 1200 SOUTH 4000 WEST, SYRACUSE, UTAH

This Annexation and Development Agreement (this “**Agreement**”) is made and entered into as of this 1 day of June, 2017, by and between **WILLIAM CRIDDLE FARM, LLC** (“**Owner**”), **SYRACUSE CITY**, a municipality and political subdivision of the State of Utah (the “**City**”), and Glenn D & Kathy S Wilcox (the “**Wilcoxes**”). Owner and City are sometimes referred to herein collectively as the “**Parties**” and separately as a “**Party**.”

### RECITALS:

A. The Owner is the property owner of an approximately 20.06 acre parcel of land located at approximately 1200 South 4000 West, Davis County Parcel ID #12-046-0128 (the “**South Parcel**”), as well as an approximately 35.86 acre parcel of land located at approximately 700 South 4000 West, Davis County Parcel ID #12-046-0127 (the “**North Parcel**”). The North Parcel and the South Parcel are sometimes collectively referred to herein as the “**Parcels**.”

B. The Wilcoxes own a parcel of land located at 918 S 4000 W, Davis County Parcel ID # 12-336-0001 (the “**Wilcox Property**”), which parcel will be annexed into the City, and the lot line of which will be adjusted due to the plats filed by the Owner.

C. The Owner and the City previously entered into an Agreement for the Annexation and Development of Land Between Syracuse City and William Criddle Farm, LLC, dated January 3, 2014 (the “**Prior Annexation and Development Agreement**”), related to the South Parcel (a copy of which is attached hereto as **Exhibit A**).

D. The Owner has submitted a petition for annexation of the North Parcel, which was accepted for consideration by the City Council on March 14, 2017.

E. The Owner and City believe that a combination of the North Parcel and the South Parcel in a cohesive development will be beneficial to the Owner, the community, and future residents of such development.

F. The Owner agrees that as a result of this Agreement, it will gain the benefit of an overall increase in density for the combined Parcels.

G. The City agrees that as a result of this Agreement, the City will gain the benefit of a more gradual increase of density in the Development (as defined below), the consistent development of both the South Parcel and North Parcel, and amenities which will be beneficial to the residents of the combined Parcels and the community.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and the City hereby agree to the following:

## **ARTICLE 1 DEFINITIONS**

The following terms are defined as follows:

1.1 “City” means Syracuse City, a body corporate and politic of the State of Utah, with a principal office located at 1979 West 1900 South, Syracuse, UT 84075.

1.2 “Developer” means D.R. Horton, Inc., a Delaware corporation.

1.3 “Development” means the combined subdivision and development plan for both the North Parcel and South Parcel, which shall be developed in coordination with each other to form a cohesive neighborhood.

1.4 “North Parcel” means a parcel of land consisting of approximately 35.86 acres of real property identified as parcel #12-046-0127 by the Davis County Recorder’s Office, located at approximately 700 South 4000 West, Syracuse, Utah.

1.5 “Owner” means William Criddle Farm, LLC, a Utah limited liability company, with a principal mailing address as listed in 1455 South 1000 West, Clearfield, UT 84015.

1.6 “South Parcel” means a parcel of land consisting of approximately 20.06 acres of real property identified as parcel # 12-046-0128 by the Davis County Recorder’s Office, located at approximately 1200 South 4000 West, Syracuse, Utah.

1.7 “Force Majeure” means cessations or suspensions caused by fire, unavailability of labor or materials, casualty, unusual weather that is not reasonably anticipatable, or if, war, terrorist attacks, failure of power, acts of public enemies, riots, insurrections, civil commotion, governmental delays in permitting, action or inaction of governments affecting the work of construction of the Improvements, or other unforeseeable causes beyond the reasonable control of Owner.

## **ARTICLE 2 COVENANTS**

2.1 **Syracuse City Council Approval.** Upon the execution of this Agreement by the duly authorized officers of the City, the City covenants and represents to Owner that the execution and performance by the City of this Agreement has been authorized and approved pursuant to a resolution of the Syracuse City Council (the “**City Council**”) that was duly authorized and adopted on \_\_\_\_\_, 2017.

2.2 **Restrictions of Use.** Owner agrees to restrict the uses of the South Parcel and North Parcel as provided under an R-3 zoning designation and to provide such amenities as are set forth in this Agreement.

2.3 **Assurance of Complete Property and Development Interests.** Owner has previously disclosed to City that Owner and Developer have executed that certain Real Estate Purchase Contract for Land with an effective date of February 22, 2017, pursuant to which Owner

has agreed to sell to Developer the Parcels (the “**REPC**”). The REPC provides for the purchase and acquisition by Developer from Owner in four separate closings of approved and subdivided residential lots within the Parcels. Owner hereby assures City that, as of the date of execution of this Agreement, Owner and Developer are the only two parties with property or development interests in the Parcels.

### **ARTICLE 3 PRELIMINARY PROVISIONS**

3.1 **Property Affected by this Agreement.** The legal descriptions of the North Parcel and South Parcel, to which this Agreement applies, are attached as **Exhibit B**, and incorporated herein by reference.

3.2 **Termination of Prior Agreement.** This Agreement, upon execution by City and the Owner, shall supersede and terminate the Prior Annexation and Development Agreement, in accordance with section 7.8 of the Prior Annexation and Development Agreement. To the extent any rights or interests have been transferred to or are held by the Developer arising under the Prior Annexation and Development Agreement, the Developer, by executing this Agreement, also agrees to the termination of the Prior Annexation and Development Agreement. Owner asserts and confirms that no other people or entities have development rights or property interests in the Parcels, except those identified in the records of the Davis County Recorder’s Office.

3.3 **Term and Termination of this Agreement.** This Agreement may be terminated by the Parties by mutual, written consent. Such termination shall require the approval of the City Council. Unless extended by written agreement, this Agreement shall expire upon the earlier to occur of the following dates:

(A) The date of the recordation of the final plat for the final phase of the Development; or

(B) Five (5) years from the date of execution of this Agreement.

3.4 **Development Rights.** Upon execution of this Agreement by the Parties, and unless otherwise provided for in this Agreement, the Owner and Developer affirmatively waive any vested right to develop the South Parcel in accordance with the City’s PRD zone, irrespective of any previously or subsequently approved zoning, concept plan, preliminary plan or final plat.

### **ARTICLE 4 CITY’S UNDERTAKINGS**

4.1 **Changes to Zoning & Annexation.** City hereby approves the following, in accordance with Utah law:

(A) Zoning map designation for the South Parcel as R-3;

(B) Annexation to the City of the North Parcel; and

(C) Zoning map designation for the North Parcel as R-3.

The zoning change is reflected on **Exhibit C**. The maximum density for the Development shall be 4.0 lots per gross acre, even if the permitted density for the R-3 zone is modified by the City Council between the date of execution of this Agreement by the City and the Owner and the construction of the final dwelling units within the Development. The maximum number of dwelling units in the Development shall be 205 units, which number shall not include the existing dwelling unit on the Wilcox Property.

4.2 **Findings.** City hereby represents and warrants to Owner that at a meeting of the City Council duly held on \_\_\_\_\_, 2017, the City Council, by all appropriate and necessary action, made a finding that the annexation of the North Parcel and the zoning map designations for the North Parcel and the South Parcel as R-3 are in the best interest of the health, safety and welfare of the citizens of the City.

## **ARTICLE 5 OWNER'S UNDERTAKINGS**

5.1 **Owner Obligations.** In consideration of City's performance of its undertakings set forth in Article IV, and provided Owner has not terminated this Agreement pursuant to Section 7.1, Owner agrees to the following:

(A) Zoning. Owner shall comply with all applicable City rules, regulations and codes and the provisions of this Agreement with respect to the South Parcel and the North Parcel, as such Parcels have been designated by the City with an R-3 zoning designation.

(B) Conceptual Drawings. The Development shall be substantially similar to the conceptual drawings that are attached hereto as **Exhibit D** and incorporated by this reference, and to the Landscaping Plan that are attached hereto as Exhibit F and incorporated by this reference. It is recognized that minor adjustments to the conceptual drawings may be necessary during preliminary and final plat approval, accommodating changes in infrastructure, engineering, or slight adjustments to enhance utility and connectivity.

(C) Maximum dwelling units. Owner agrees to a maximum of two-hundred five (205) dwelling units in the Development, which number shall not include the existing dwelling unit on the Wilcox Property.

(D) Park. A park (the "**Park**") shall be developed within the Parcels in accordance with the conceptual rendering attached hereto as **Exhibit D** and in accordance with the City's regulations and codes. The Park shall be generally located so as to interface with the City's Trail defined below and shall be developed along with adjacent properties, during the first phase of the Development. Owner shall install landscaping in the Park, saving existing, healthy trees wherever reasonably possible, as determined by Owner, in consultation with the City Forester. Dead or diseased trees shall be removed by the Owner. The Park shall include the improved artesian well located in the Development, and Owner shall convey and transfer to the City all associated water rights to use the artesian well. The well improvements shall include piped, running water, with a spout at least thirty-six inches (36") above grade, with proper drainage. All improvements shall comply with applicable government regulations. If the water delivered by the well is determined to be unpotable according to Utah state standards, the Developer agrees to

install a culinary water line to the drinking fountain feature in the Park. The Park improvements, including the landscaped areas and the parking areas within each portion of the Park, shall be dedicated to the City upon: (i) the completion by the Owner of such Park improvements and (ii) the acceptance and approval thereof by the City. Following the acceptance and approval by the City of such Park improvements and the dedication thereof to the City, the Owner shall be obligated to warrant against defects with respect to the landscaping and other improvements in accordance with generally applicable City standards. Commencing upon the acceptance by the City of the park improvements and the dedication thereof to the City, the City shall thereafter be responsible for all costs and expenses to maintain, repair and otherwise improve such portion of the Park, subject only to the warranty obligations of Owner with respect to the Park improvements set forth in the preceding sentence.

(E) Trail. Within each phase of the Development following the recording by the Owner of the subdivision plats approved by the City for such phase, the Owner shall provide and install at Owner's expense trail improvements defined below along the east border of the Development, which trail improvements shall be installed and completed in substantially the same format as provided on the conceptual plans attached hereto as **Exhibit E**. The trail improvements shall be installed concurrently with the construction of the dwelling units to be built along the East border of the Development. The trail improvements shall have one trail connection on the south portion of the South Parcel and shall continue through the Development in each successive phase so as to connect ultimately to the City's trail system located north of the North Parcel. Within each phase of the Development in which a portion of the trail improvements is located, the Owner shall dedicate to the City such segment of the trail improvements, which shall be 9.8 feet in width. Within such dedicated segment, the Owner shall install a concrete walkway that shall be 8 feet in width. The Owner shall install the 8-foot wide concrete walkway within the dedicated land described in this subsection, in accordance with City engineering standards and in accordance with the conceptual plans attached to this Agreement as **Exhibit E**. The Owner shall install the landscaping in accordance with the conceptual plans attached to this Agreement as **Exhibit F** at the same time as the residences adjacent to such portion of the Trail are built and completed within the Development. The trees that Owner is to plant as identified in **Exhibit F**, shall be planted at least ninety (90) days before the expiration of the applicable warranty period associated with each segment of the trail improvements within the dedicated area. Maintenance of each segment of the concrete walkway after Owner has dedicated such segment to the City shall be the responsibility of the City after the expiration of applicable warranty periods. The management of all vegetation and the performance of snow removal within the dedicated area shall be the responsibility of either: (i) Owner, (ii) the abutting property owners, or (iii) a home owners' association for the Development to be formed by the Owner, as determined by Owner in Owner's sole discretion.

(F) 1200 South. During Phase 1, the Owner shall remove the existing improvements located within 1200 South for the area commencing at the intersection of 1200 South with 4000 West and extending westward to the western edge of the South Parcel. The Owner shall design and install street improvements for the full width of the 1200 South right of way within such segment of 1200 South. The improvements shall comply with cross-sections included in Exhibit E. The City shall either reimburse Owner or grant to Owner a credit against other fees and costs payable by Owner to the City, in an amount equal to one-half (1/2) of the costs incurred by Owner for the removal, design and installation of the improvements in each such segment of 1200 South (the "**1200 South Costs**"). The City shall either reimburse Owner or grant to Owner a credit

for the 1200 South Costs associated with the segment of 1200 South within sixty (60) days following the acceptance and approval by the City of the completed improvements within the segment of 1200 South. The determination of whether the City shall provide to Owner cash reimbursement or a credit for the 1200 South Costs shall be based on the mutual approval of Owner and the City.

(G) Phasing Acceptable. It is understood and agreed between the Parties that phasing of the Development by Owner will be required in order to accomplish the objectives of this Agreement. It is anticipated that the Development shall proceed over a total of four phases.

(H) Wilcox Property. The Owner shall include the Wilcox Property on the preliminary plat, and include it in a final plat for the phase of development that includes lots that will be formed from area formerly located within the Wilcox Property. It shall install Trail improvements described in Subsection 5.1(E) for the Wilcox Property, during the development of the phase of development associated with the final plat in which the Wilcox Property is included.

(I) Power Lines. Within each phase of the Development following the recording of the City-approved subdivision plat for such phase of the Development, Owner shall be responsible for the burial of the power lines located on the west side of the segment of 4000 West that is included within such subdivision.

(J) Asphalt Overlay of 4000 West. The Development shall require multiple cuts into 4000 West in order to install utilities to homes along the west side of 4000 West. Owner shall be responsible to perform an asphalt overlay of 4000 West, in accordance with City engineering standards and specifications, for the entire width of each segment of 4000 West included within a recorded subdivision plat for a phase of the Development. Owner shall cause the asphalt overlay of such segment of 4000 West to be completed within ninety (90) days following the completion of the final cut into 4000 West in order to install utilities within such phase of the Development. Notwithstanding the foregoing, Owner shall not be considered to be in default of the ninety (90) day time frame described above if the asphalt overlay is delayed as a result of Force Majeure or during winter weather in which asphalt cannot be laid.

(K) Roundabout at 700 S 4000 W. Owner shall dedicate at annexation the right-of-way within their annexation boundary necessary to construct a one-hundred-thirty foot (130') roundabout at the intersection of 700 South and 4000 West. At the intersection of 700 South and 4000 West, the developer shall be required to install the back of sidewalk along the right-of-way line of the roundabout. All right-of-way improvements installed along 700 South and 4000 West by the Owner shall be constructed according to the City's collector standard, with a standard intersection constructed at the intersection of 4000 West and 700 South.

(L) Compliance with law. The Parties agree to be bound by all City and State rules, regulations, and codes.

(M) No Pre-Approval. The enumeration in this Agreement of the improvements to be constructed and installed by Owner within the Development shall not be construed as approvals thereof by the City, as any City-required approval process must be pursued by the Owner independently with respect to the construction and completion of all such improvements.

(N) Conflicts. Any conflict between the provisions of this Agreement and the City's codified requirements shall be resolved in favor of the more strict requirement, unless expressly waived by the City Council.

## ARTICLE 6

### THE WILCOXES' OBLIGATIONS

6.1 **Trail.** The Developer shall install a concrete trail along 4000 West, on the East border of the Wilcox property between the road and the existing fence. Wilcoxes agree to clear snow and debris from the trail in the same manner as other residents abutting the Trail.

6.2 **Secondary Water Connection and Water Shares.** The Wilcox Property shall be connected to the City's secondary water system at the time of construction of the phase of development associated with the final plat which includes the Wilcox Property. The Wilcoxes or Owner shall deliver water shares to the City at the time of final plat recording, in accordance with City ordinances.

## ARTICLE 7

### GENERAL REQUIREMENTS AND RIGHTS OF THE CITY

7.1 **Issuance of Permits.** Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's obligations under this Agreement and shall make application for such permits directly to the Syracuse City Community and Economic Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's obligations under this Agreement. City shall not unreasonably withhold or delay the issuance of its permits.

7.2 **Completion.** Owner shall, in good faith, reasonably pursue completion of each phase of the Development once construction of a phase begins. Each phase or completed portion of the Development must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project. All Parties acknowledge and understand that the Development will be completed over multiple years and with multiple phases. As such, Owner shall only be responsible for its obligations described herein for a specific phase once construction for such phase begins. Owner, in its sole discretion, shall begin construction on each phase of the Development as it deems necessary.

7.3 **Access to the Development.** For purposes of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of the City shall have the right of access to the Development without charges or fees during the period of performance of Owner's obligations under this Agreement. City shall indemnify, defend, and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person and to any property or improvements within the Development arising from the negligence or omissions of the City, or its agents or employees, in connection with City's exercise of its right granted in this Section 6.3.

## **ARTICLE 8 REMEDIES**

8.1 **Remedies for Breach.** In the event of any default or breach of this Agreement or any of its terms or conditions by any Party, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and such Party shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations. However, such relief shall exclude the award or recovery of any damages by either Party, with the exception of attorneys' fees and court costs.

## **ARTICLE 9 GENERAL PROVISIONS**

9.1 **Reserved Legislative Powers.** Owner acknowledges that the City is restricted in its authority to limit its police powers by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Owner under the terms of this Agreement based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as set forth Utah Code Ann. § 10-9a-509. Any such proposed change affecting the vested rights of the Owner with respect to the Development shall be of general application to all development activity within the City; and unless in good faith the City declares an emergency, the Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Development under the compelling, countervailing public interest exception to the vested rights doctrine.

9.2 **No Joint Venture, Partnership, Third-Party Rights or Agency.** This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the Parties hereto, and does not create any rights or benefits to third parties. No agent, employee or servant of the Owner 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 the employees, agents, contractors or servants of the other Party. The Parties shall each be solely and entirely responsible for their respective acts and for the acts of their respective employees, agents, contractors and servants throughout the term of this Agreement.

9.3 **Agreement to Run with the Land.** This Agreement shall be recorded against the Parcels, and shall be deemed to run with the land and shall be binding on all successors and assigns of the Owner in the ownership and development of any portion of the Parcels.

9.4 **Assignment.** Neither this Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of City, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld. Upon any such assignment, Owner shall be released from any and all responsibilities and obligations contained in this Agreement with respect to the specific rights, duties and obligations that have been assigned by Owner and assumed by the assignee approved by the City. The City hereby agrees that the Owner shall be entitled to transfer and assign to D.R. Horton, Inc., a Delaware corporation, which is identified in this Agreement as the Developer, all of the Owner's rights, entitlements, duties and obligations arising under this Agreement in connection with each portion of the Parcels sold to and acquired by Developer, provided that Developer in connection with each such assignment agrees to assume and perform the obligations of the Owner under this Agreement with respect to the portion of the Parcels acquired by Developer.

9.5 **Integration.** This Agreement contains the entire agreement and understanding between the Owner and the City with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature, and this Agreement may only be modified by a subsequent writing duly executed by the parties hereto.

9.6 **Severability.** If any part or provision of the Agreement shall be adjudged unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement, other than that specific part or provision that has been determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

9.7 **Notices.** Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such party at its address shown below.

To Owner:

WILLIAM CRIDDLE FARM, LLC  
1455 South 1000 West  
Clearfield, UT 84015  
Attn: Con Wilcox, Managing Member

To the City:

SYRACUSE CITY  
1979 West 1900 South  
Syracuse, Utah 84075  
Attn: City Manager

To the Developer:

D.R. Horton, Inc.  
12351 South Gateway Park Place, Suite D-100  
Draper, UT 84020  
Attn: Boyd A. Martin, Division President

To the Wilcoxes:

Glenn D & Kathy S Wilcox  
918 South 4000 West  
Syracuse, UT 84075

Any party may change its address or notice by giving written notice to the other party in accordance with the provisions of this section.

9.8 **Amendment.** The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. The amendment of the Agreement shall require the prior approval of the City Council.

9.9 **General Terms and Conditions.**

9.9.1 Non-liability of City Officials or Employees. No officer, representative, agent, or employee of the City shall be personally liable to the Owner or any successor-in-interest or assignee of the Owner, in the event of any default or breach by the City or for any amount which may become due to the Owner, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

9.9.2 Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including approval by the City of development agreements. Owner agrees that the City shall not be found to be in breach of this Agreement if a referendum or challenge is successful, so long as the referendum or challenge relates to the City Council's approval of this Agreement.

9.9.3 Ethical Standards. Owner represents that it has not: (a) provided an illegal gift or payoff to any officer or employee of the City, or former officer or employee of the City, or to any relative or business entity of an officer or employee of the City; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and § 67-16-1 et seq.; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the City or former officer or employee of the City to breach any of the ethical standards set forth in State statute or City ordinances.

9.9.4 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 Owner, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Owner's operations, or authorizes funding or payments to the Owner. This section does not apply to elected offices.

9.9.5 Governing Law & Venue. This Agreement and the performance by the Parties of their respective obligations hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives as of the day and year first written above.

(Signatures appear on next page)

— Remainder of page left intentionally blank —

**WILLIAM CRIDDLE FARM, LLC**

By: William Criddle Farm LLC

Title: Con L Wilcox Managing member

Date: May 16, 2017

STATE OF UTAH                     )  
                                              : ss.  
COUNTY OF DAVIS             )

On this 16 day of May, 2017, personally appeared before me Con L Wilcox, the authorized signer of **WILLIAM CRIDDLE FARM, INC.**, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed this Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.



Jackson R. Lake  
Notary Public

SYRACUSE CITY

By: T. Palmer

Terry Palmer, Mayor

Date: June 7, 2017

Attest:



an

Cassie Z. Brown, CMC  
City Recorder

STATE OF UTAH )

: ss.

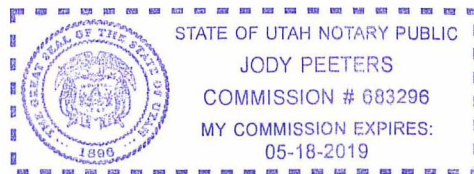
COUNTY OF DAVIS )

On this 31<sup>st</sup> day of July, 2017, personally appeared before me Mayor Terry Palmer, the authorized signer of Syracuse City, whose identity is personally known to me, to be the person who executed this Agreement on behalf of Syracuse City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

[Signature]  
Notary Public

Approved as to Form:

Paul H. Roberts  
City Attorney



This Agreement is executed by D.R. Horton, Inc. solely for the purpose to evidence the covenants made by D.R. Horton, Inc. in Sections 3.2 and 3.4 of this Agreement. Except as specified in the foregoing sentence, D.R. Horton, Inc. is not a party to this Agreement and shall not be bound by any of the duties, obligations or liabilities of the Owner under this Agreement, unless D.R. Horton, Inc. subsequently executes one or more assignment and assumption agreements between Owner and D.R. Horton, Inc. pursuant to which D.R. Horton, Inc. specifically assumes and agrees to perform certain obligations of the Owner hereunder with respect to certain specified portions of the Parcels as designated in each such assignment and assumption agreement.

**D.R. HORTON, INC.,**  
a Delaware corporation

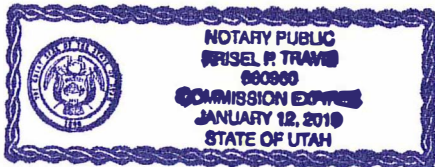
By: BA Martin

Title: V.P.

Date: 6.7.17

STATE OF UTAH                    )  
                                              : ss.  
COUNTY OF DAVIS            )

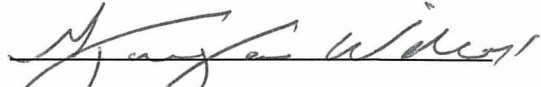
On this 7 day of June, 2017, personally appeared before me Boyd A. Martin, the authorized signer of D.R. HORTON, INC., a Delaware corporation, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed this Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.



Krisel P. Travis  
Notary Public

This Agreement is signed as to the obligations of the Wilcoxes, in their capacity as landowners of the Wilcox Property. Execution of this Agreement does not render them personally liable for any of the Owner's obligations under this Agreement.

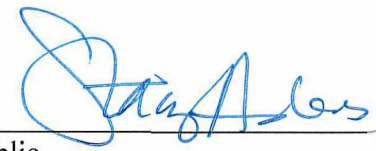
**GLENN D WILCOX**

Signature:   
Date: 5-9-17

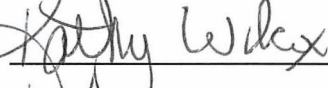
STATE OF UTAH                    )  
                                              : ss.  
COUNTY OF DAVIS            )

On this 15<sup>th</sup> day of May, 2017, personally appeared before me Glenn D Wilcox, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed this Agreement and who duly acknowledged to me that he/she executed the same for the purposes therein stated.



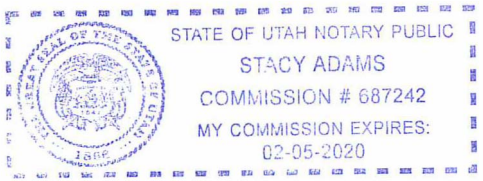
  
Notary Public

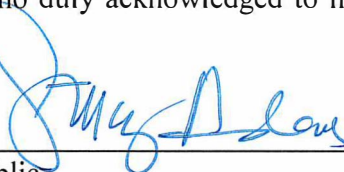
**KATHY S WILCOX**

Signature:   
Date: 5/15/17

STATE OF UTAH                    )  
                                              : ss.  
COUNTY OF DAVIS            )

On this 15<sup>th</sup> day of May, 2017, personally appeared before me Kathy S Wilcox, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed this Agreement and who duly acknowledged to me that he/she executed the same for the purposes therein stated.



  
Notary Public

## **EXHIBIT A**

### **PRIOR ANNEXATION AND DEVELOPMENT AGREEMENT**

Copy of the Agreement for the Annexation and Development of Land Between Syracuse City  
and William Criddle Farm, LLC dated January 3, 2014

**AGREEMENT FOR THE ANNEXATION AND DEVELOPMENT OF LAND BETWEEN  
SYRACUSE CITY AND WILLIAM CRIDDLE FARMS, LLC  
(Approximately 1200 South 4000 West)**

THIS AGREEMENT for the development of land (hereinafter referred to as this "Agreement") is made and entered into this 3<sup>rd</sup> day of JANUARY, 2014, between SYRACUSE CITY, a municipal corporation of the State of Utah (hereinafter referred to as "City"), and WILLIAM CRIDDLE FARMS, LLC (hereinafter referred to as "Owner"). City and Owner collectively referred to as the "Parties" and separately as "Party".

**RECITALS**

WHE EAS, in furtherance of the objectives of the Syracuse City General Plan, City has considered an application for an annexation of property into the City and zone change therefore from the present zoning to PRD (Planned Residential Development), of said property, located at approximately 1200 South 4000 West on the west side of 4000 West in Syracuse City (hereinafter the "Subject Area"); and

WHEREAS, the total area proposed for annexation and rezone is contained in the Subject Area which consists of approximately 20.61 acres and is described in Exhibit "A" which is attached hereto and incorporated by this reference; and

WHEREAS, Owner is the Owner of the Subject Area and has presented a proposal for development of the Subject Area to the City, which provides for development in a manner consistent with the overall objectives of Syracuse City's General Plan; and

WHEREAS, Parties desire to enter into this Agreement to provide for the annexation, and for the rezoning of the Subject Area, in a manner consistent with the overall objectives of the City's General Plan and the intent reflected in that Plan; and

WHEREAS, City is willing to annex, and to grant PRD zoning approval for the Subject Area, subject to Owner agreeing to certain limitations and undertakings described herein, which Agreement will provide protection for the Subject Area and the surrounding properties and will enable the City Council to consider the approval of such development at this time; and

WHEREAS, City believes that entering into this Agreement with Owner is in the vital and best interest of the City and the health, safety, and welfare of its residents.

NOW, THEREFORE, each of the Parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree as follows:

**ARTICLE I  
DEFINITIONS**

The following terms have the meaning and content set forth in this Article I, wherever used in this Agreement:

1.1 "City" shall mean Syracuse City, a body corporate and politic of the State of Utah. The principal office of City is located at 1979 West 1900 South, Syracuse, Utah 84075.

1.2 "Owner" shall mean WILLIAM CRIDDLE FARMS, LLC. The principal mailing addresses for Owner is listed in paragraph 7.2.

- 1.3 "Subject Area" shall have the meaning set forth in the Recitals accompanying hereto.

## ARTICLE II CONDITIONS PRECEDENT

2.1 This Agreement shall not take effect until City has approved this Agreement pursuant to a resolution of the Syracuse City Council.

2.2 Owner agrees to restrict the uses permitted under a PRD zoning designation and as set forth in this Agreement.

## ARTICLE III CITY'S UNDERTAKINGS

3.1 Subject to the satisfaction of the conditions set forth in Section 2.2 and Article II, City shall approve the annexation of the Subject Area, and the rezone of the Subject Area from its present zoning to PRD, with an effective date of no sooner than the effective date and adoption of this Agreement by the City Council. Any annexation or zoning amendment shall occur upon a finding by the City Council that it is in the best interest of the health, safety and welfare of the citizens of Syracuse City to make such a change at this time.

3.2 The proposed zoning change is as reflected on Exhibit "A."

## ARTICLE IV OWNER'S UNDERTAKINGS

4.1 Conditioned upon City's performance of its undertakings set forth in Article III with regard to the annexation and to the zoning change of the Subject Property, and provided Owner has not terminated this Agreement pursuant to Section 7.8, Owner agrees to the following:

- 1) Zoning- Development of the property designated for PRD zoning, once zoned PRD, shall comply with all applicable City rules, regulations and codes and the provisions of this Agreement.
- 2) Density- The Subject Area shall be limited to no greater than 6.7 units per acre.
- 3) Single Family Units- All units within the subject area shall be single family detached homes.
- 4) Open Space- Development of the proposed property shall contain no less than fifty percent (50%) open space. No less than twenty percent (20%) of said open space shall be improved with amenities. The type of amenities will be addressed during the development process and may be included in a development agreement.
- 5) Trail System- A trail system shall be included in the development and shall connect to any existing or future trails on properties abutting the Subject Area. Specifically the subject area shall have two trail connections on the south portion of the Subject Area on 1200 South and a future connection to the Emigrant Trail to the north of the Subject Area.
- 6) Conceptual Plan- The development of the Subject Area shall be substantially similar to the Conceptual Rendering that is attached hereto as Exhibit "B" and incorporated by this reference. During the development process amendments to the conceptual rendering may be necessary to accommodate matters such as changes to infrastructure design and layout for engineering purposes or slight adjustments to open space to enhance usability and connectivity.

- 7) Development Agreement- The Parties agree to be bound by all City rules, regulations, and codes, and by this Agreement. Additionally, before development may begin the Parties shall enter into a development agreement. The development agreement may address any matters contained in this Agreement as well as matters such as architectural style, use and maintenance of open space and trails, homeowners' association, street cross sections, landscaping and any other matters relating to the development of the Subject Area.
- 8) These enumerations are not to be construed as approvals thereof, as any required approval process must be pursued independent hereof.
- 9) Owner agrees to limit development to the uses allowed in the PRD zone and this Agreement on all properties within the Subject Area, and if other uses are desired, Owner agrees to seek amendment of this Agreement before pursuing the development of those uses. The City may but under no circumstances shall the City be required to amend this Agreement.
- 10) Any conflict between the provisions of this Agreement and the City's codified requirements shall be resolved in favor of the more strict requirement unless expressly waived by the City Council.

## **ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF CITY**

5.1 Issuance of Permits - Owner. Owner, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Owner's Undertakings and shall make application for such permits directly to the Syracuse City Community Development Department and other appropriate departments and agencies having authority to issue such permits in connection with the performance of Owner's Undertakings. City shall not unreasonably withhold or delay the issuance of its permits.

5.2 Completion Date. The Owner shall, in good faith, reasonably pursue completion of the development. Each phase or completed portion of the project must independently meet the requirements of this Agreement and the City's ordinances and regulations, such that it will stand alone, if no further work takes place on the project.

5.3 Access to the Subject Area. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of Owner and its contractor, representatives of City shall have the right of access to the Subject Area without charges or fees during the period of performance of Owner's Undertakings. City shall indemnify, defend and hold Owner harmless from and against all liability, loss, damage, costs or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss or damage caused to any person, property or improvements on the Subject Area arising from the negligence or omissions of City, or its agents or employees, in connection with City's exercise of its rights granted in this paragraph.

## **ARTICLE VI REMEDIES**

6.1 Remedies for Breach. In the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event

that such default or breach cannot reasonably be cured within said thirty (30) day period, the Party receiving such notice shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to:

6.1.1 cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the Party in default or breach of its obligations; and

6.1.2 If the remedy of reversion is pursued, the defaulting Owner agrees not to contest the reversion of the zoning on undeveloped portions of the Subject Area, by the City Council to the previous zoning on the property, and hereby holds the City harmless for such reversion.

6.2 Enforced Delay Beyond Parties' Control. For the purpose of any other provisions of this Agreement, neither City nor Owner, as the case may be, nor any successor in interest, shall be considered in breach or default of its obligations with respect to its construction obligations pursuant to this Agreement, in the event the delay in the performance of such obligations is due to unforeseeable causes beyond its fault or negligence, including, but not restricted to, acts of God or of the public enemy, acts of the government, acts of the other Party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or unusually severe weather, or delays of contractors or subcontractors due to such causes or defaults of contractors or subcontractors. Unforeseeable causes shall not include the financial inability of the Parties to perform under the terms of this Agreement.

6.3 Extension. Any Party may extend, in writing, the time for the other Party's performance of any term, covenant or condition of this Agreement or permit the curing of any default or breach upon such terms and conditions as may be mutually agreeable to the Parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any other obligations and shall not constitute a waiver with respect to any other term, covenant or condition of this Agreement nor any other default or breach of this Agreement.

6.4 Rights of Owner. In the event of a default by Owner's assignee, Owner may elect, in its discretion, to cure the default of such assignee; provided, Owner's cure period shall be extended by thirty (30) days. The City agrees to give Owner written notice of any default by Owner's assignee.

## **ARTICLE VII GENERAL PROVISIONS**

7.1 Successors and Assigns of Owner. This Agreement shall be binding upon Owner and its successors and assigns, and where the term "Owner" is used in this Agreement it shall mean and include the successors and assigns of Owner, except that City shall have no obligation under this Agreement to any successor or assign of Owner not approved by City. Notwithstanding the foregoing, City shall not unreasonably withhold or delay its consent to any assignment or change in Ownership (successor or assign of Owner) of the Subject Area. Upon approval of any assignment by City, or in the event Owner assigns all or part of this Agreement to an assignee, Owner shall be relieved from further obligation under that portion of the Agreement for which the assignment was made and approved by City.

7.2 Notices. All notices, demands and requests required or permitted to be given under this Agreement (collectively the "Notices") must be in writing and must be delivered personally or by nationally recognized overnight courier or sent by United States certified mail, return receipt requested, postage prepaid and addressed to the Parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or on the next business day if sent by overnight courier, or three (3) business days after deposit in the mail if mailed. The initial addresses of the Parties shall be:

To Owner: WILLIAM CRIDDLE FARMS, LLC  
1455 South 1000 West  
Clearfield, Utah 84015  
Attn: Con Wilcox, Managing Member

To City: SYRACUSE CITY CORPORATION  
1979 West 1900 South  
Syracuse, Utah 84075  
Attn: City Manager

Upon at least ten (10) days' prior written notice to the other Party, either Party shall have the right to change its address to any other address within the United States of America

If any Notice is transmitted by facsimile or similar means, the same shall be deemed served or delivered upon confirmation of transmission thereof, provided a copy of such Notice is deposited in regular mail on the same day of such transmission.

7.3 Third Party Beneficiaries. Any claims of third party benefits under this Agreement are expressly denied, except with respect to permitted assignees and successors of Owner.

7.4 Governing Law. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Utah.

7.5 Integration Clause. This document constitutes the entire agreement between the Parties and may not be amended except in writing, signed by the City and the Owner.

7.6 Exhibits Incorporated. Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

7.7 Attorneys' Fees. In the event of any action or suit by a Party against the other Party for reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other Party arising out of this Agreement, the prevailing Party in such action or suit shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable attorneys' fees.

7.8 Termination. Except as otherwise expressly provided herein, the obligation of the Parties shall terminate upon the satisfaction of the following conditions:

7.8.1 With regard to Owner's Undertakings, performance of Owner's Undertakings as set forth herein.

7.8.2 With regard to City's Undertakings, performance by City of City's Undertakings as set forth herein.

Upon an Owner's request (or the request of Owner's assignee), the other Party agrees to enter into a written acknowledgment of the termination of this Agreement, or part thereof, so long as such termination (or partial termination) has occurred.

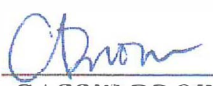
7.9 Recordation. This Agreement will be recorded in the Davis County Recorder's Office.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year first above written.

**SYRACUSE CITY CORPORATION,**

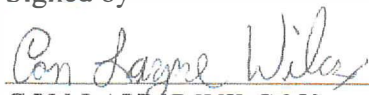
By:   
JAMIE NAGLE, Mayor

**ATTEST:**

By:   
CASSIE BROWN, City Recorder

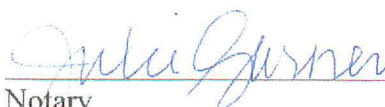


Signed by

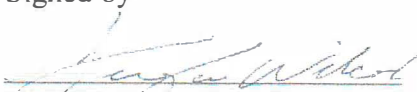
  
CON LAYNE WILCOX  
Managing Member, William Criddle Farms, LLC

Subscribed and sworn to me this 3rd day of January, 2014.



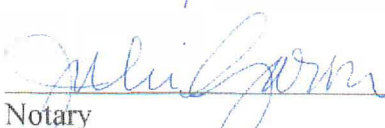
  
Notary

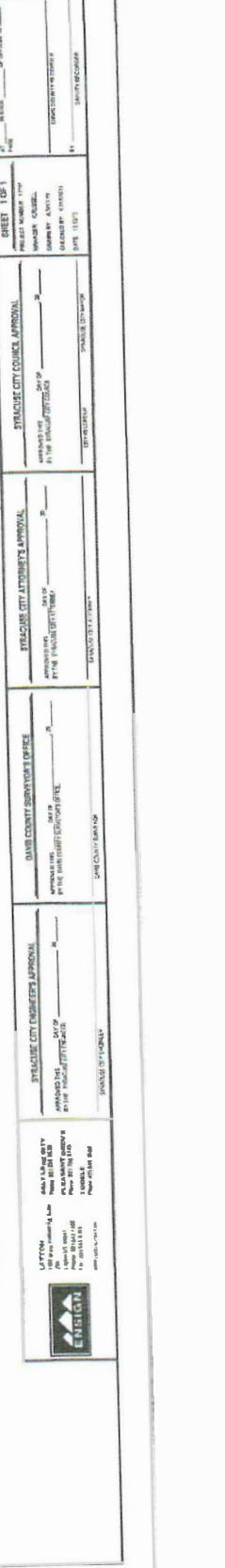
Signed by

  
G. DOUGLAS WILCOX  
Managing Member, William Criddle Farms, LLC

Subscribed and sworn to me this 3rd day of January, 2014.



  
Notary

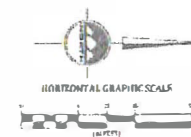
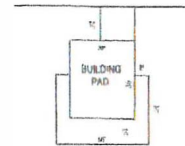
[illegible]

## EXHIBIT "B"

| LAND USE PERCENTAGE            |   |         |         |
|--------------------------------|---|---------|---------|
| USE                            |   | ACRES   | PERCENT |
| GRASS PASTURE/RECREATION/PO    |   | 25,796  | 26.3%   |
| COMMERCIAL/INDUSTRIAL/RES      |   | 179,625 | 18.02%  |
|                                | A | 16,831  |         |
|                                | B | 2,440   |         |
|                                | C | 16,190  |         |
|                                | D | 16,198  |         |
|                                | E | 67,771  |         |
|                                | F | 67,565  |         |
|                                | G | 16,839  |         |
|                                | H | 1,917   |         |
| CONCRETE ASPHALT/PAVEMENT      |   | 192,792 | 19.61%  |
| WATER COURSE USE BACKWATER     |   | 124,197 | 12.72%  |
| NET AGRICULTURE (CROPS/FOREST) |   | 149,078 | 15.04%  |
| PURPLE POND                    |   | 224,241 |         |
| TOTAL PROJECT                  |   | 887,542 |         |

| LAND AREA TABLE                                         |              |
|---------------------------------------------------------|--------------|
| TOTAL PROJECT                                           | 11,520 ACRES |
| SET-ASIDE FOR OPEN SPACE AND OTHER PURPOSES             | 1,500 ACRES  |
| LANDS FOR ACRE CALCULATION                              |              |
| ELIGIBLE SET-ASIDE FOR OPEN SPACE AND OTHER PURPOSES    | 14,000       |
| ACRES TO BE SET ASIDE FOR OPEN SPACE AND OTHER PURPOSES | 20,000       |

**SINGLE FAMILY RESIDENTIAL PAD DETAIL.**



**LAYTON**  
1485 West Highland Rd. Suite  
204  
Littleton UT 80121  
Phone 801 5471160  
Fax 801 5936315

**SALT LAKE CITY**  
Phone: 801-255-0600

TABLE  
Page 425.842.586

**Cedar City**  
Phone 434 4561 663

**RICHFIELD**  
Phone 636-890-7167

על שם ה' אלהינו

408  
 100 CTH FARM  
 1000 SOUTH FRED ST  
 1000 S. 10TH  
 DUNFEE  
 DUNFEE  
 PHONE 346-2222  
 FAX

CRIDDLE FARMS P.R.D.

700 SOUTH 4000 WEST  
SYRACUSE, UTAH

## CONCEPT PLAT

|             |             |
|-------------|-------------|
| PRELIMINARY | DATE        |
| DRAWN       | CHECKED     |
| DESIGNED    | APPROVED BY |
| AUTHOR      | SIGNATURE   |
| REVISIONS   |             |

1 of 1

**EXHIBIT B**

LEGAL DESCRIPTION OF THE SOUTH PARCEL:

BEG AT THE E 1/4 COR OF SEC 7-T4N-R2W, SLB&M, & RUN TH N 89°57'53" W 662.87 FT ALG THE 1/4 SEC LINE TO THE MID-POINT OF THE S LINE OF THE SE 1/4 OF THE NE 1/4 OF SD SEC 7; TH N 0°14'27" E 1317.95 FT ALG THE N/S LINE DIVIDING THE SE 1/4 OF THE NE 1/4 OF SD SEC 7 INTO ALIQUOT PARTS TO THE MID-POINT OF THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF SD SEC 7; TH N 89°58'20" E 662.83 FT ALG THE N LINE OF THE SE 1/4 OF THE NE 1/4 OF SD SEC 7 TO THE SEC LINE BEING THE MID-POINT OF THE E LINE OF THE NE 1/4 OF SD SEC 7; TH S 0°14'20" W 1318.69 FT ALG THE SEC LINE TO THE POB. CONT. 20.061 ACRES

Davis County Parcel No: 12-046-0128

LEGAL DESCRIPTION OF THE NORTH PARCEL:

BEG NE COR OF SEC 7-T4N-R2W, SLM, & RUN TH S 33 FT; TH W 33.0 FT; TH S 1048.06 FT; TH W 335.08 FT; TH S 140.0 FT; TH E 335.08 FT; TH S 100.25 FT; TH W 1287.0 FT; TH N 20 CHAINS; TH E 20 CHAINS TOBEG. CONT. 35.86 ACRES LESS STREET

Davis County Parcel No: 12-046-0127

**EXHIBIT C**

Approved New Zoning



## Proposed

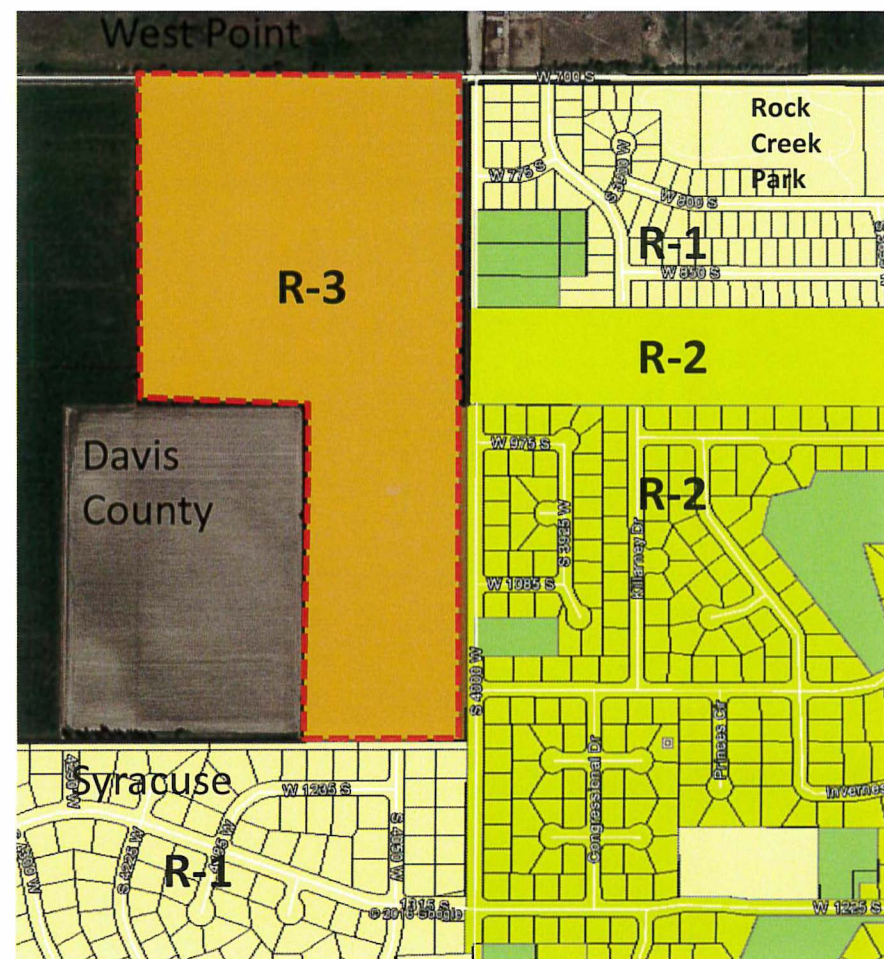


**EXHIBIT D**

Conceptual Drawings for the Development, Including the Park



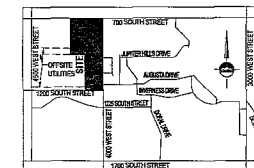
[illegible]

**LOT SIZES**  
MINIMUM - 8,000 sq. ft.  
MAXIMUM - 15,874 sq. ft.  
AVERAGE - 9,029 sq. ft.

PARCELS B AND C ARE RESERVED FOR DETENTION PONDS  
PARCEL B ± 32,947 sq. STORAGE  
PARCEL C ± 68,191 sq. STORAGE

261 LOTS ON 57.69 ACRES  
3.48 LOTS PER ACRE  
ZONE R 3 IN SYRACUSE CITY WITH A 4.0 LOT PER ACRE MAXIMUM

|              |                                |
|--------------|--------------------------------|
| PHASE1       | 40 LOTS                        |
| PHASE2       | 50 LOTS                        |
| PHASE3       | 51 LOTS (NET 50 LOTS)          |
| PHASE4       | 51 LOTS                        |
| <b>TOTAL</b> | <b>201 LOTS (NET 200 LOTS)</b> |

[illegible]

**ENSIGN**  
THE STANDARD IN ENGINEERING

**LAYTON**  
1485W. HillField Rd., Ste. 204  
Layton, UT 84041  
Phone: 801.547.1100

**SALT LAKE CITY**  
Phone: 801.255.0529

**TOOELE**  
Phone: 435.843.3590

**CEDAR CITY**  
Phone: 435.865.1456

**RICHFIELD**  
Phone: 435.896.2983

**WWW.ENGINEERING.COM**

FOR  
CLIENT  
CLIENT'S ADDRESS  
CLIENT CITY STATE ZIP  
CONTACT  
CLIENT CONTACT  
BROOKLYN 800-455-0000

**BRIDDLE FARMS CONCEPT PLAN**  
7000 SOUTH TO 1200 SOUTH 4000 WEST STREET  
SYRACUSE, UTAH

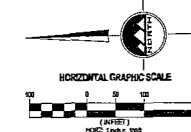
| NO. | DATE | REVISION   | BY |
|-----|------|------------|----|
| 1   |      | FOR REWORK |    |
| 2   |      |            |    |
| 3   |      |            |    |
| 4   |      |            |    |
| 5   |      |            |    |
| 6   |      |            |    |
| 7   |      |            |    |

## CONCEPT PLAN

PROJECT NUMBER: 12301  
 DRAWN BY: JMOSS  
 PROJECT MANAGER: KRUSSELL

PRINT DATE: 4/23/17  
 CHECKED BY: KRUSSELL

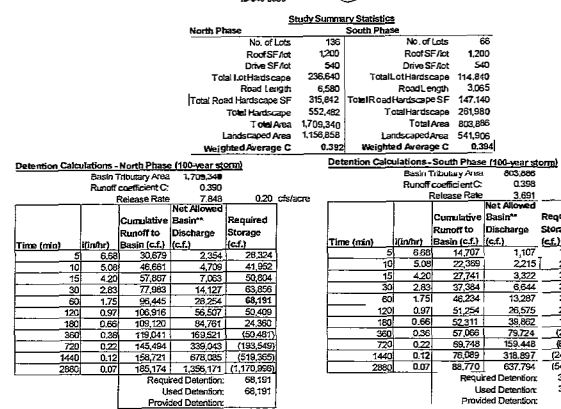
1 OF 1



1 OF 1



URS  
WY



4000 WEST STREET

SINGLE FAMILY  
LOTS

PARKING

ARTESIAN  
WELL

HISTORICAL  
SIGN

EXISTING  
TREES

TOT  
LOT

SINGLE FAMILY  
LOTS

SINGLE FAMILY  
LOTS

**D·R·HORTON**  
*America's Builder*

CRIDDLE FARMS  
PARK



## **EXHIBIT E**

Conceptual Drawings for the Trail Improvements and Cross-sections for 4000 West and 1200 South



NO SCALE



NO SCALE



NO SCALE

**EXHIBIT F**

Landscaping Plan for Development

Trail corridor with 8' concrete trail, 12' park strip, street trees planted min. 1/50'. Species to be in accordance with those listed in SMC 10.30.070 under the 'large' park strip tree list. At planting, tree height to be a minimum of 10'. Maintenance by homeowners.

Trail constricts in front of Wilcox property  
concrete trail between curb and fence.

Criddle Historical  
artesian well park, to be  
built by developer and  
dedicated to city.

Existing city trail, to remain

Detention ponds to be planted with grass and sprinkler system. To be maintained by HOA

| Summary Statistics |                            |         |
|--------------------|----------------------------|---------|
| South Phase        |                            |         |
| 736                | No. of Lots                | 116,841 |
| 200                | Roof SF/lot                | 1,200   |
| 940                | Driv. w/ B.F./lot          | 541     |
| 640                | Total L. of Hardscape      | 116,841 |
| 6,560              | Road Length                | 3,062   |
| 175,342            | Total Area of Hardscape SF | 147,141 |
| 252,482            | Total Hardscape            | 201,260 |
| 709,340            | Total Area                 | 623,858 |
| 156,856            | Landscape Area             | 541,900 |
| 0.392              | Weighted Average C         | 0.39    |

Detention Calculations - North Phase (100-year storm)

|                      |        |                                         |                                                          |                               |
|----------------------|--------|-----------------------------------------|----------------------------------------------------------|-------------------------------|
| Basin Tributary Area |        | 1,709,340                               |                                                          |                               |
| Runoff coefficient C |        | 0.390                                   |                                                          |                               |
| Release Rate         |        | 7.848                                   | 0.20 cfs/acre                                            |                               |
| Time (min)           | (kwhr) | Cumulative<br>Runoff to<br>Basin (c.f.) | Net Allowed<br>Basin <sup>1</sup><br>Discharge<br>(c.f.) | Required<br>Storage<br>(c.f.) |
| 5                    | 0.08   | 30.670                                  | 2.354                                                    | 28.324                        |
| 10                   | 0.08   | 40.696                                  | 41.961                                                   | 41.962                        |
| 15                   | 4.20   | 57.067                                  | 7.063                                                    | 50.004                        |
| 30                   | 2.83   | 77.983                                  | 14.127                                                   | 63.856                        |
| 50                   | 1.79   | 95.445                                  | 28.254                                                   | <b>66.191</b>                 |
| 120                  | 0.97   | 106.976                                 | 56.507                                                   | 50.469                        |

Detection Calculations - South Phase (100-year storm)

| Basin Tributary Area |              | 003.000                          |                             |                        |
|----------------------|--------------|----------------------------------|-----------------------------|------------------------|
| Runoff coefficient C |              | 0.566                            |                             |                        |
| Release Rate         |              | 3.031                            | 0.30 cfs/acre               |                        |
|                      |              |                                  |                             |                        |
| Time (min)           | Inflow (cfs) | Cumulative Runoff to Basin (cfs) | Net Allowed Discharge (cfs) | Required Storage (cfs) |
| 5                    | 0.68         | 14.707                           | 1.107                       | 13.600                 |
| 10                   | 5.08         | 22.369                           | 2.269                       | 30.154                 |
| 15                   | 4.20         | 27.741                           | 3.522                       | 24.419                 |
| 30                   | 8.33         | 37.384                           | 6.644                       | 30.740                 |
| 60                   | 1.75         | 46.254                           | 13.287                      | 32.967                 |
| 120                  | 0.97         | 51.254                           | 26.575                      | 24.679                 |

## Draft Amendment (should option 2 be desired)

(D) Park. A park (the "Park") shall be developed within the Parcels in accordance with the conceptual rendering attached hereto as **Exhibit D** and in accordance with the City's regulations and codes. The Park shall be generally located so as to interface with the City's Trail defined below and shall be developed along with adjacent properties, during the first phase of the Development. ~~Owner~~ **Developer** shall install landscaping in the Park, saving existing, healthy trees wherever reasonably possible, as determined by ~~Owner~~ **Developer**, in consultation with the City Forester. Dead or diseased trees shall be removed by the ~~Owner~~ **Developer**. The Park shall include the improved artesian well located in the Development, and Owner shall convey and transfer to the City all associated water rights to use the artesian well. The well improvements shall include piped, running water, with a spout at least thirty-six inches (36") above grade, with proper drainage. All improvements shall comply with applicable government regulations. If the water delivered by the well is determined to be unpotable according to Utah state standards, the Developer agrees to install a culinary water line to the drinking fountain feature in the Park. The Park improvements, including the landscaped areas, **pool**, and the parking areas within each portion of the Park, ~~shall be dedicated to the City upon: (i) the completion by the Owner of such Park improvements and (ii) the acceptance and approval thereof by the City.~~ **shall be owned and maintained by the HOA. The well operation, pump replacement, maintenance, and water testing shall be the responsibility of the city only after acceptable delivery of the fully improved and Utah Division of Drinking Water permitted well. The Owner or Developer as applicable shall grant an easement or fee title of the well area to the city for access and maintenance purposes.** Following the acceptance and approval by the City of such Park improvements ~~plans and the dedication thereof to the City,~~ the ~~Owner~~ **Developer** shall be obligated to **install, and** warrant against defects with respect to the landscaping, **pool, well spout, well drainage, interpretive signage relaying the history of the well and farm,** and other improvements. **If the well water is determined to be unsafe for the public to drink and a culinary drinking fountain is installed instead of the well fountain, then the city shall not be responsible for maintenance or ownership associated with said drinking fountain or well.** ~~in accordance with generally applicable City standards. Commencing upon the acceptance by the City of the park improvements and the dedication thereof to the City, the City shall thereafter be responsible for all costs and expenses to maintain, repair and otherwise improve such portion of the Park, subject only to the warranty obligations of Owner with respect to the Park improvements set forth in the preceding sentence.~~



# COUNCIL AGENDA

July 23, 2019

Work Session

Agenda Item “c.2”

Proposed Amendments to Planning  
Commission Bylaws

## ***Factual Summation***

- Any question regarding this agenda item may be directed at Noah Steele or Paul Roberts.
- Please see attached draft Bylaws.
- The bylaws had not addressed the addition of an Alternate in its bylaws, so the amendment chiefly deals with the Alternate’s participation in the meeting and voting. Revisions related to the Alternate are in red underlined text, on pages 6, 7, and 9 of the draft bylaws.
- The other amendment clarifies a provision related to the Chair and Vice-Chair. It indicates that a replacement Chair due to resignation or removal results in a new chair being selected by the Commission to fill the remainder of the old chair’s term – rather than starting a one-year term mid-year. It also solidifies the notion that a Vice Chair must be selected from among Planning Commissioners, rather than non-Commissioners.

## ***Discussion Goals***

The following items outline the goals of this discussion:

1. Direct staff whether to make further revisions to the draft bylaws.
2. Decide whether to place this item on a Business or Consent Agenda.



# COUNCIL AGENDA

## 7/23/19

### Agenda Item “c.3” Vision 2050 General Plan

#### ***Factual Summation***

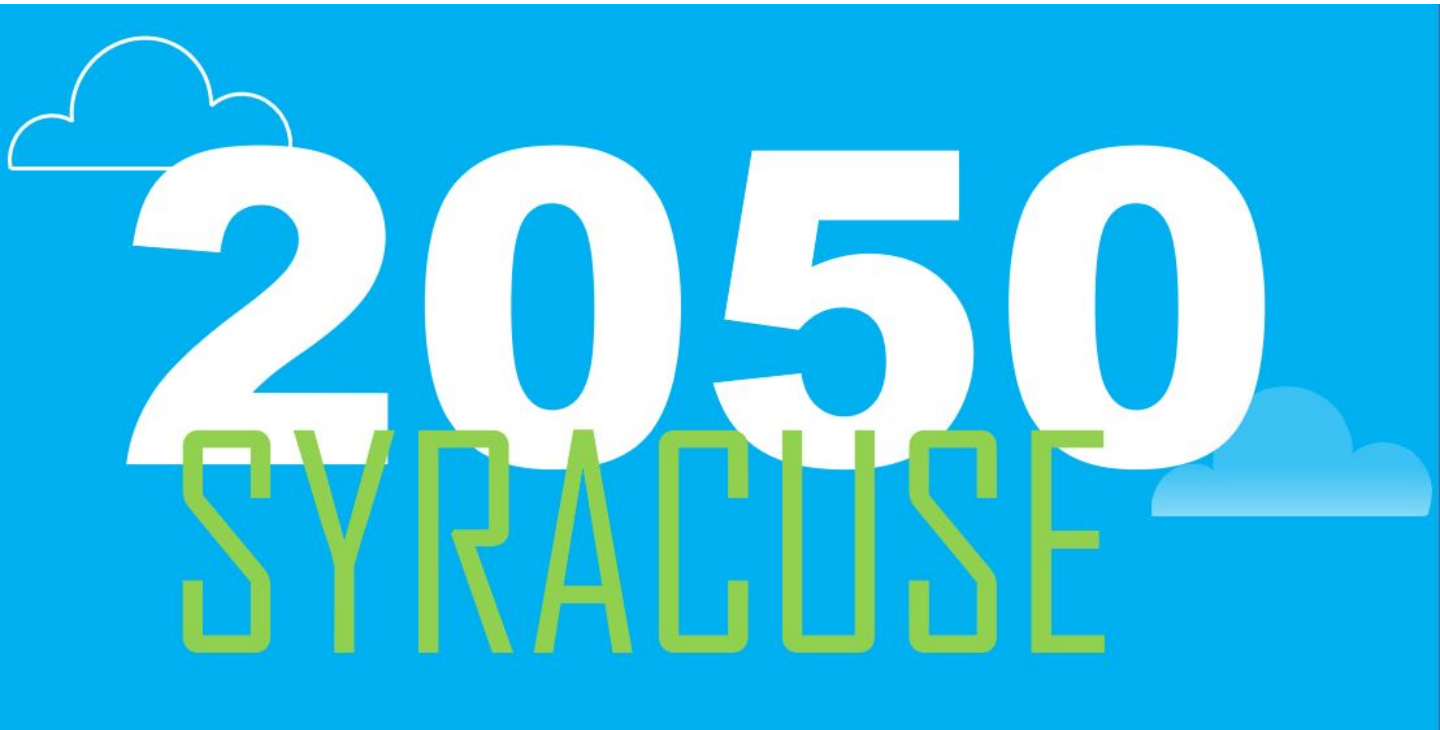
- Any question regarding this agenda item may be directed at ... Noah Steele CED Director
- The General Plan and the included General Plan Map is an advisory document that provides general guidance on the preferred growth strategies of the city. If an application is received in the future that petitions to change the current zoning map to something shown on the general plan map, the city is not obligated to approve the change, and can make legislative decisions independently.
- Planning Commission voted on 6/18/19 to recommend approval of the attached document. Vote was 4-1.
- This document encapsulates the majority opinions and findings of a visioning committee that met six times from January 24 to March 14 and of the Planning Commission that worked on the document from from April 2 to June 18.
- City Council reviewed this item on June 25 and July 9. Staff has implemented the comments recieved into a revised document that is attached.
- Please see attached .....
- Draft Vision 2050 General Plan document

#### ***Discussion Goals***

The following items outline the goals of this discussion:

1. Review Draft Vision 2050 General Plan document.
2. Provide input to staff of any desired changes to the document if any.
3. Decide if the document is ready to be forwarded on for adoption during the next business meeting.

**Visioning for the Year 2050**



**2050**  
**SYRACUSE**

A graphic featuring a solid blue background. In the upper left corner, there is a white outline of a cloud. In the lower right corner, there is a light blue shaded cloud. Centered on the background is the year '2050' in large, white, bold, sans-serif font. Below the year, the word 'SYRACUSE' is written in a green, bold, sans-serif font with a slightly distressed or blocky appearance.

**Syracuse City General Plan**

Adopted xx/xx/2019



## PROCESS

Utah State Code requires each municipality to maintain a General Plan. With the newly announced alignment of the West Davis Corridor, the Syracuse City Council felt it was time to update the General Plan. The previous General Plan was adopted in 2015. The updated General Plan will be titled 'Vision 2050.'

The first step was gathering input from a diverse group of residents and stakeholders in a focus group. Long-time residents and newcomers of all ages with many different viewpoints were represented. Nearly all participants were residents of Syracuse. The meetings were publicly advertised, recorded, and sign-in sheets logged participation. A summary report and findings from each meeting are included in Appendix 1.

The Planning Commission and City staff compiled the focus group's input into a draft General Plan. The Planning Commission provided input on the draft during their publicly advertised meetings on April 4, 2019, April 16, 2019, May 7, 2019, and May 21, 2019. They held a public hearing on June 4, 2019 and voted to forward the draft plan to the City Council for approval on June 18, 2019. The City Council then worked on the plan during their public meeting on June 25, 2019, July 9, 2019, and adopted the final General Plan document and General Plan Map on xxxxx, 2019.

## GOALS

The goals of the plan are to:

- Meet state code 10-9a-401 and SB 34.
- Provide clear direction defining what residents, stakeholders, and public officials feel Syracuse should be in the year 2050.
- Update the General Plan Map to allow for more market-feasible flexibility in land use.
- Update the General Plan Map for land uses around the West Davis Corridor
- Be direct and concise.



## INTRODUCTION

Established in 1935, Syracuse's roots are in agriculture and small-town values. Syracuse is a growing city; its population has tripled in the past twenty years and is expected to more than double in the next thirty. Our average family size is above average at 3.69. If the City continues to receive an average of 300 home permits per year and continues having similar sized families, by the year 2050 our population could exceed 60,000 residents. (See Chart 1) The City is approximately 10 square miles, and of that, approximately 35% is either farmland, grazing, or fallow. Also, there are approximately 400 acres of land that may be annexed for development in the future. This growth is driven by short commutes to job centers like Salt Lake City, Ogden, and Hill Air Force Base while maintaining a safe and attractive family-friendly environment. We are proud of our community and we value the safe and wholesome environment it offers. Preserving this lifestyle while expanding opportunities for and access to employment, shopping, and housing for current and future residents will be a top priority for the City.

To maintain our high quality of life in Syracuse, we must prepare for growth and the challenges that come with it; such as expanding infrastructure, capturing economic development opportunities, creating and maintaining affordable housing options, and providing recreational facilities and programs for an expanding population. The purpose of this document is to aid in identifying preferred solutions to challenges and to lay a pathway toward achieving our long-term vision. Our vision for Syracuse is to keep our way of life the same, while also embracing growth in a strategic way.

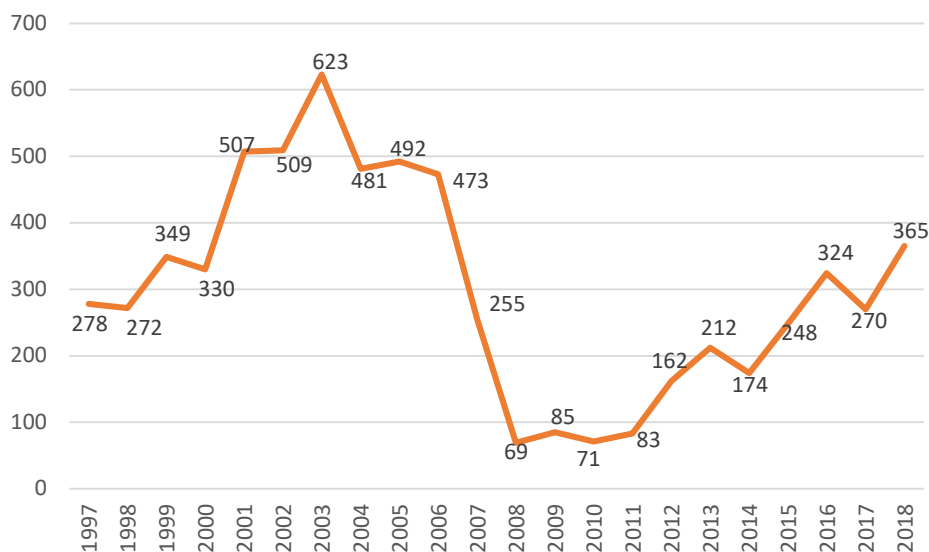


*Chart 1 – Single Family Home Building Permits 1997-2018*

Syracuse’s transportation network currently prioritizes automobile use. While this provides convenient access for those who drive, other modes of transportation including those often used by the many school-age children residing in Syracuse and the disabled are often at risk due to high speeds and wide roads.

## West Davis Corridor

*Map 1 – Future West Davis Corridor Alignment*



## TRANSPORTATION (cont.)

### West Davis Corridor (cont.)

The Corridor will reduce commute times, increase traffic in our town center, improve access to Antelope Island State Park, and likely increase the speed of land development as access will be more convenient. Highway interchanges will be located on 2000 West, Antelope Drive, and State Route 193. There will be opportunities for intensive land uses and housing types near these interchanges; grouping more intensive uses around the highway should be prioritized as they can broaden City tax base, provide economic development, and increase housing options with minimal traffic impact to our local roads and neighborhoods. Transportation and land use are intrinsically related. Increased visibility and access will spur economic growth, so wise land use planning is essential in taking advantage of the opportunity that a new regional highway in our community will provide.

The Corridor will likely redirect the majority of traffic from current traffic patterns which enter the City Center from the east to entering from the planned interchanges to the west and south. This will increase traffic along Antelope Drive between 2000 West and the Corridor, necessitating the widening of Antelope and a traffic light at 2500 West. Traffic on 2000 West will increase between the interchange and Antelope Drive. 2000 West is a local road that will be widened and should eventually become a State road. The roundabout at the intersection of 2000 West, Bluff Road, and 2700 South should be studied as traffic increases. Connecting State Route 193 to the Corridor near 700 South will improve access to I-15.

### Traffic Congestion and Public Transit

Strategic congestion reduction outside of commercial centers and on the West Davis Corridor should be pursued alongside encouraging other modes of transportation besides the automobile. The Utah Transit Authority bus route 626 currently runs along 2000 West, Antelope Drive, and 1000 West and should increase frequency with population growth. This route may also be upgraded in the future to Bus Rapid Transit. Bus service should also be expanded to connect to proposed park and ride lots built at the WDC interchanges. These lots are ideal locations for electric vehicle charging stations and a public RV dump for travelers visiting Antelope Island.



## TRANSPORTATION (cont.)

### Non-Automobile Transportation

We value that children enjoy safely walking, riding scooters, bicycling, or using other non-automobile means when travelling to and from school. Therefore, pedestrian connections between neighborhoods and community locations should be preserved and additional connections encouraged. The safety of our children is a top priority and strategies should be added to our roadways that will contribute to that goal. Street trees, crosswalks, dedicated facilities, lower automobile speeds, and pedestrian lighting are examples of items that make non-automobile travel safer and more attractive. The trails master plan is available on the city website at:

<https://www.syracuseut.gov/DocumentCenter/View/597/Trails-Master-Plan-PDF?bidId=>

### The Natural Environment

Syracuse is surrounded by natural beauty and can improve connection with these resources by creating active transportation infrastructure from the Town Center to the Antelope Island Causeway and by building a trail along the shoreline of the Great Salt Lake. The City should work with developers to increase connectivity in the trail network as opportunities arise when subdivisions are built, but also work to budget for and seek grants for the major projects.

### Future Projects

Future local road projects that should be pursued include: widening 500 West and extending it north to Antelope Drive, extending 2500 West north to State Route 193, finishing 1200 South between 4000 West and 4500 West, extending Bluff Road south to Layton Parkway, and extending 2400 West south to Gentile Street.

More information on the City's transportation network can be found in the adopted Transportation Master Plan available on the city website

at: <https://www.syracuseut.gov/DocumentCenter/View/579/Transportation-IFFP-PDF?bidId=>

### Action Items

- Coordinate with UDOT in the design and construction of WDC.
- Facilitate discussions between UDOT and UTA to extend bus service to WDC Interchanges.
- Continue planning and budgeting for future road projects.
- Work with land owners to secure easements and budget for the Shoreline Trail.
- Take advantage of opportunities for trail/bike infrastructure between town center and the AISP Causeway.
- Encourage streetscape safety items be installed with each commercial site plan.



## ECONOMIC DEVELOPMENT

Syracuse is a suburban community with a fair selection of goods and services. While many goods and services are available locally, there are far fewer local jobs than working-age adults. According to the Utah Department of Workforce Services, approximately 93% of our residents commute out of the city for work. There should be a focus on attracting employment opportunities for residents to increase the daytime population. This should benefit local businesses who will be patronized by local workers. Residents have expressed interest in big-box retail uses, restaurants, and shopping that may draw customers from neighboring communities. A balance of industries will diversify the City's tax base, providing economic resiliency.

### Architecture

The City should establish its brand through cohesive architecture and urban design themes. An architectural guidebook exists to assist in accomplishing this goal and is available on the city website at: <https://www.syracuseut.gov/DocumentCenter/View/600/Architectural-Standards-Example-Guide-PDF?bidId=> When surveyed, the visioning committee identified agricultural, main street USA, and craftsman as preferred themes that best represent the character of Syracuse. The agricultural theme includes aspects like raised seam roofing, split rail fencing, front porches, and fiber cement board paneling. The Main Street theme includes flat roof parapets, red brick, door and window canopies, wide sidewalks, street trees, and building façade variation through segmented facades, both ground-level and clerestory windows, and other means. These themes are not required on all structures, but are an indication of the general preferences of the community.

### Incentives

The City's Redevelopment Agency will strategically use Tax Increment Financing (TIF) to incentivize desired jobs or products. Additional TIF collection areas should be established around the West Davis Corridor interchange on Antelope Drive and the intersection of State Route 193 and 2000 West.

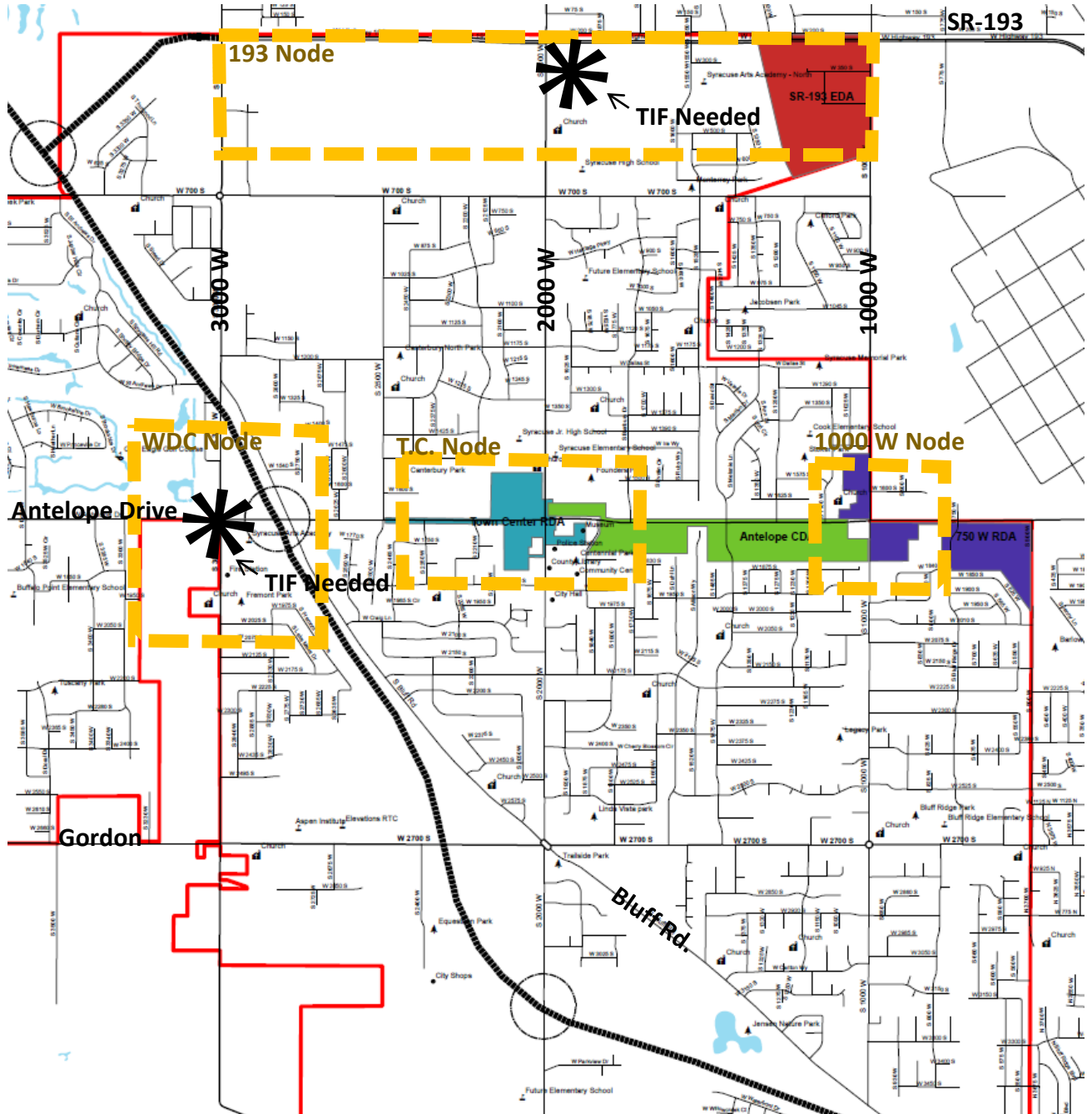
The City will prioritize its economic development resources in four focus areas described below. In addition to these areas, it is recommended that a comprehensive economic development plan be commissioned to further study and establish an economic development strategy for the entire city. A map of the TIF areas and focus areas is included as Map 2.



*The Visioning Committee showed preference to (Left to Right) Main Street, Craftsman, and Farm architectural themes.*



## ECONOMIC DEVELOPMENT (cont.)





## ECONOMIC DEVELOPMENT (cont.)

### West Davis Corridor and Antelope Drive

The West Davis Corridor interchange will increase traffic flows in this area, creating opportunities to provide services and products to visitors of Antelope Island State Park and commuters. With the West Davis Corridor providing shorter commute times to Salt Lake International Airport and Salt Lake City, hospitality and regional employment centers become more feasible. These uses should be a priority for this node with medium to high-density housing, highway commercial, and big box retail as secondary priorities. This area will receive pressure to install billboards; these should remain prohibited as they currently are in the adopted Sign Ordinance.

### 2000 West and Antelope Drive (Town Center)

This focus area is generally accepted as the center of town. As such, it should remain the hub for economic development activities in the city where the highest residential and commercial densities are permitted. This node should become a mixed use area including residential development. Unified architectural and urban design themes reflecting the three themes identified above should be used to create a cohesive sense of place. Pedestrian activity should be prioritized with quality pedestrian amenities. Parking standards should be adjusted to allow for infill development in underused portions of large parking lots. This node should be designed as the best location to congregate for civic and celebratory events like voting, firework shows, parades, and Christmas tree lighting. A vibrant and active center of town contributes to a strong sense of place and identity.

### 1000 West and Antelope Drive

This focus area is currently anchored by a neighborhood grocery store. This area will likely continue to provide local neighborhood products and services. Commercial activity should be clustered closest to the intersection. Within the Shadow Point commercial development, there is a large, vacant anchor tenant building pad. Incentivizing investment to this under-utilized location should be a priority of the City. The site is shovel-ready and filling this space would likely spur additional investment. The properties further from the intersection should transition to office and commercial space with residential components. Medium-density residential is also appropriate in this node and should be used to provide a buffer where commercial uses and arterial roads are adjacent to single family homes.



## ECONOMIC DEVELOPMENT (cont.)

### State Route 193 between 1000 West and 3000 West

This focus area is unique because the corridor features large contiguous tracts of land that front a newly built state highway with an east terminus of I-15 and a west terminus of the future West Davis Corridor. As land develops regionally, these large parcels with close proximity to urban centers will become more rare and valuable. The city should not allow single-family development along this corridor and plan for higher-yielding land uses. These tracts of land would facilitate major employment centers, such as data centers, light industrial manufacturing or large office complexes. They could also accommodate big box retail or even a large master planned experiential shopping development. Medium to high-density residential development should also be planned in this node as a buffer between commercial or industrial uses and existing single-family homes.

### Action Items

The following is a list of items to focus on moving forward:

- Work to establish the two additional TIF areas identified in Map 2.
- Continue efforts to maximize utilization of existing TIF areas.
- Commission a comprehensive economic resilience study.
- Create a mixed-use development zone with architectural standards.
- Create small area development plans for each focus area/node.



## HOUSING

Our housing stock is about 92 percent single-family homes with a small mixture of attached housing dispersed throughout. The City's policy in adopting its General Plan and Land Use Ordinances is to preserve these single-family homes for our existing residents while providing a wide range of housing options. The City is aware of changing housing markets and needs of the rising generation, the desires of those looking to downsize, and low-income households. Diverse housing options should be added to the city in the form of townhomes, accessory dwelling units, and apartments. Townhomes should be limited to locations along arterial roads and major intersections. Apartments should be placed sparingly, and only adjacent to existing commercial or near the West Davis Corridor interchanges. The adoption of a dynamic housing plan should serve as a bulwark against the time at which fees and growth may no longer be able to support the level of service provided by the City to its residents.

### Housing Types

The residents of Syracuse continue to place a high value on single-family homes. We have found that this housing type presents a familiar atmosphere to raise families. As such, we will continue to encourage the development of single-family homes, particularly in quiet low traffic areas away from the city center, services, and transportation hubs.

As land becomes more scarce and the desire for a variety of housing types increases, our residents have been reluctant to embrace attached housing due to perceived threats of increased traffic, overcrowded schools, decreasing property values, and a loss of that sense of community to which they have grown accustomed. However, there has been a reluctant acceptance that as time goes on, additional housing types should be feathered into the housing stock in the appropriate locations so long as the architecture, building heights, and traffic circulation design are compatible with existing development and that detached housing remains a large majority percentage of the housing stock.

There are benefits of allowing development of townhomes, condominium units, mixed-use residential units, or low-rise apartments. These include providing housing that is more affordable for young families and those on fixed incomes, aiding young adults who grew up in Syracuse to live here after moving from home, aiding the disabled or other vulnerable populations, providing additional incentives for economic development, and stabilizing the tax base. As such, Syracuse City should prepare to receive additional housing types in areas along state highways and near the future West Davis Corridor by enacting zoning ordinances that permit these uses.



# HOUSING (cont.)

## Moderate-Income Housing

The City desires to meet the state code requirements for moderate-income housing. A lack of affordable housing is a tremendous burden on low-income and moderate-income residents. Such households must apportion a large percentage of their income to housing, necessitating neglect of other important areas of investment such as healthcare and education. Those who cannot afford the home in which they live will also forego investments in the property, often resulting in loss of potential equity in the home which affects surrounding property values. The lack of disposable income also affects the local economy; as families struggle to provide essential goods, they will have fewer dollars to spend locally on businesses that often struggle in Syracuse such as restaurants.

The State of Utah has placed increased pressure on local governments to accommodate the development of moderate and high-density housing types in order to facilitate more affordable housing. The State reports that housing shortage has driven up the price of renting or purchasing a home, and that the development of additional housing units should reduce the strain. The analysis and goals included in this general plan document and the efforts made to implement the plan, will bring the city into compliance with the state's affordable housing laws.

In Syracuse, the average home price has increased by about 68.76% since 2010. *See Chart 2.* This places a significant burden on young households desiring to live in the city. Residents who purchased before the increase may have a high amount of equity in their home, but may find that even a smaller home may be more expensive than where they currently live. Syracuse Annual Median Income (AMI) is over 19% higher than that of Davis County generally, so we have fewer low-income families than neighboring communities. However, the increase in home prices is far outpacing any increase in wages and there are thousands of individuals and families that live in income-distressed housing situations in Syracuse.

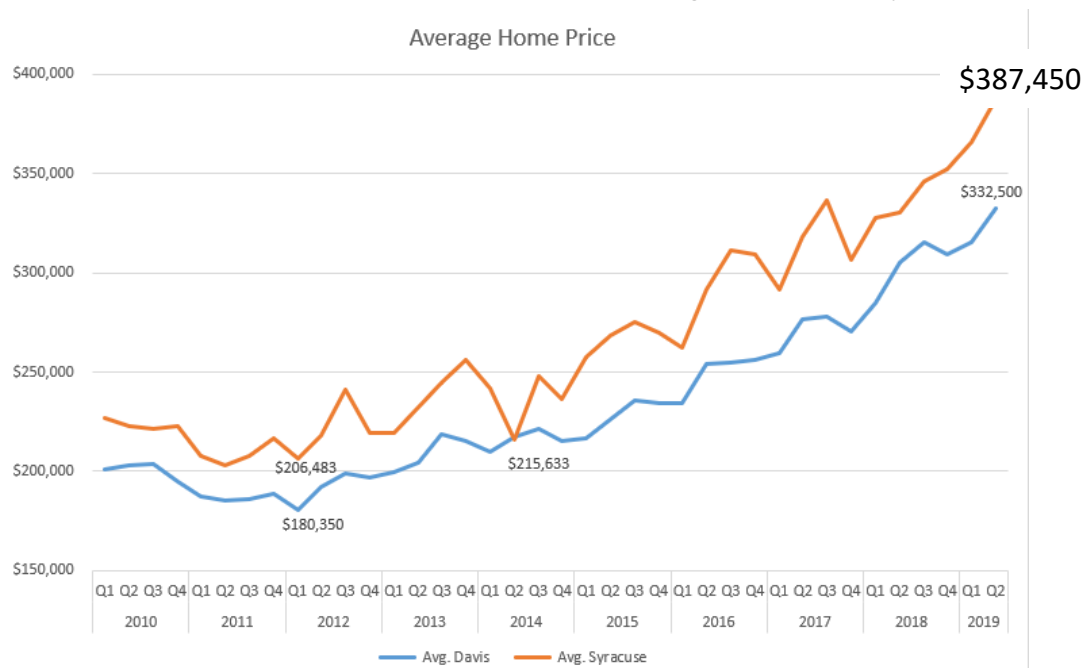
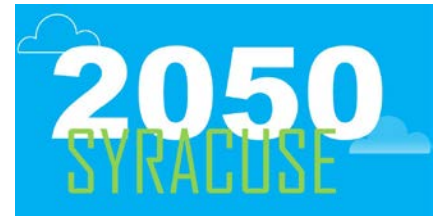


Chart 2 - Home Sale Prices. Source: Kem C. Gardener Policy Institute data from completed real estate transactions.



## HOUSING (cont.)

Utilizing tools provided by the State of Utah and Federal Government, the City has generated estimates regarding the affordable housing needs of our community. This analysis assumes most homes will be purchased with a mortgage with lending interest rates and fees which can fluctuate from year to year. *See Table 1.* Two-thirds of the City's population live in households that earn 100% or more than the Davis County AMI. These households can comfortably pay housing costs of about \$1,900.00 per month (36% of their income to housing), which would purchase a home worth \$332,000. The average home purchase price in Syracuse in 2019 is \$387,450. A quarter of City residents earn between \$37,980.00 and \$60,798.00, which is 50% - 80% of County AMI, respectively. These residents can only afford housing costs between \$949.51 - \$1,519.95 per month, depending upon their actual income; homes must be in the range of \$162,000 - \$264,000 to be affordable to these families. About 9% of the City's population (or about 2,700 people) live in households earning less than \$37,980.00 per month. Housing for these individuals is only affordable if it does not exceed \$950.00 per month or a home value of \$162,200.00 or less.

| Davis County AMI | Dollars Earned (minimum) | % of Syracuse Residents | Sustainable Housing Costs | Sustainable Home Price |
|------------------|--------------------------|-------------------------|---------------------------|------------------------|
| 100%             | \$75,961.00              | 64.8%                   | \$1,899.03                | \$332,000.00           |
| 80%              | \$60,798.00              | 26%                     | \$1,519.95                | \$264,000.00           |
| 50%              | \$37,980.50              | 3%                      | \$949.51                  | \$162,200.00           |
| 30%              | \$22,788.30              | 6.2%                    | \$569.71                  | \$94,300.00            |

*Table 2 - Housing Affordability based upon Davis County AMI at 4.5% interest including a 0.71% Davis County property tax rate and \$499/year home insurance. Numbers derived using the mortgage calculator at Zillow.com*

According to estimates from the US Census American Community Survey, about 690 rental units exist in Syracuse. However, rental units in Syracuse are not necessarily affordable. A recent survey of online rental listings found average pricing for apartments was around \$900/month, townhomes around \$ 985-\$1,300 and single-family home rentals around \$1,500-\$2,000 per month. These monthly prices are somewhat consistent with the equivalent monthly mortgage payments for each of the housing types. At the time of the survey, there were no housing units available in the city at or below the 30% AMI level.

A monthly mortgage payment for an average priced home in Syracuse (\$387,450) is approximately \$2,500 per month. Financial experts recommend that no more than 36% of a family's income is spent on housing per month. In keeping with this ratio, an annual income of approximately \$93,000 would be needed to comfortably afford an average house in Syracuse. Since the Davis County average annual income is \$75,961, the average household has to spend more than recommended towards housing. In theory, more housing supply and variety should aid in making housing affordable.



## HOUSING (cont.)

### Action Items

The following is a list of items to focus on moving forward:

- Study barriers to creating ADU's on single family lots.
- Apply for a TLC grant with Wasatch Front Regional Council to commission a Housing Plan
- Create a mixed-use development zone
- Plan for increased supply and diversity of housing stock

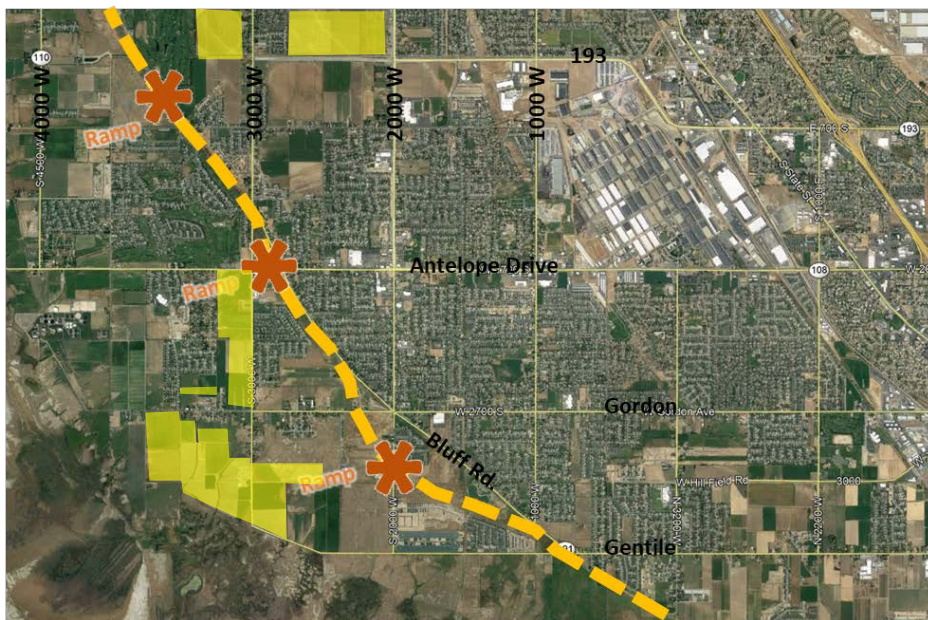


## CITY PARKS/ AGRICULTURE/ WETLANDS

The residents of Syracuse value a community away from the bustle of more urbanized areas, living in a community which borders the unique natural beauty of the Great Salt Lake. Opportunities for our residents to interact with this natural gem should be emphasized when planning for open spaces in Syracuse. The existing and potential open space located in and around our community is a significant benefit to our residents. Well-planned open spaces improve quality of life by providing places for social interaction and exercise which improve public health, and fosters a better way of life. As such, development of parks or open space amenities on land owned by the City and acquisition of land for future parks is an important part of our growth.

Currently, the City provides a total of 150.82 acres of city-owned parks, trails, facilities and open spaces. By ordinance 8.10.050, the city's goal is to provide 4.95 acres of city parks per every 1,000 residents. Currently there are approximately 5.11 acres of park per 1,000 residents. Additional recreational opportunities exist in private parks such as school fields and open spaces owned by home owners associations which are not counted in the calculation above, but are still valuable to our residents.

Agricultural operations provide open space benefits to the passersby while offering fresh foods and products to the community and a source of income for the families that operate them. A map of agricultural protection areas is included in map 3. The city encourages land owners who desire to continue farming their land to continue to do so, for as long as they would like, and without pressure from the City to develop.



Map 3 – Agricultural Protection Areas (shown in yellow)



## CITY PARKS/AGRICULTURE/WETLANDS (cont.)

A variety of park types should be planned and developed. The first priority of the City is the development of passive spaces in our parks. These present an opportunity for visitors to relax and enjoy trails, trees, and unscheduled recreation. There should be continued efforts to construct the planned Shoreline Trail. The maintenance costs of passive parks is low, but they do not often generate revenue. The second priority is development of additional active open spaces for programmed recreation with amenities like sports fields, courts, and bleachers. The cost of maintenance is high but these parks also generate user fees. Third, the City should encourage increases of private open spaces such as HOA-maintained parks and trails.

As the city grows, it should look for opportunities to acquire land for parks and build park amenities alongside community growth. Bonding for parks is not ideal and should only be considered for major projects or when a unique opportunity for land acquisition is presented.

The City will maintain a Parks Master Plan that provides additional data, analysis and specific plans for the development of parks and open spaces in Syracuse. The plan, once adopted, will be hosted on the city website at: <https://syracuseut.gov/221/Parks-Recreation>

### Action Items

- Work towards development of the Shoreline Trail.
- Identify future park locations and work to budget for land acquisition.
- Formulate a long-term park improvement plan.
- Encourage and facilitate farmland preservation.



## GENERAL PLAN MAP

The General Plan Map is a guide for future development, identifying areas of the city where housing, business, industry, agriculture, and other land uses may be located. It is not a zoning designation and is not binding on the City Council, nor does it follow parcel boundaries; parcels may have more than one general plan designation. Where there is a split, the general plan designation that occupies the majority of the parcel is the designation of that parcel, unless otherwise determined by the City Council with a recommendation from the Planning Commission. The General Plan Map designations are broad to include multiple zoning options. *See Table 3.* One designation may allow for multiple zones. Zoning decisions will be informed by the General Plan Map, but final land uses are always determined by the City Council. The following page will contain the General Plan Map.

| General Plan Designation       | Contemplated Zones                                              |
|--------------------------------|-----------------------------------------------------------------|
| Low Density Residential        | A-1, R-1, R-2, R-3, Cluster, RPC                                |
| Medium Density Residential     | Cluster, R-3, RPC, PRD, Neighborhood Services                   |
| High Density Residential       | R-3, PRD, Neighborhood Services, Mixed Use, G.C., P.O.          |
| Commercial                     | G.C., P.O., Mixed Use, Neighborhood Services                    |
| Industrial                     | Business Park, Industrial, Research Park, G.C., P.O., Mixed Use |
| City Parks/Agriculture/Wetland | A-1                                                             |
| Civic                          | All zones                                                       |

*Table 3 – General Plan Map Designations and Corresponding Zones*

### Action Items

- Create a mixed-use zoning ordinance.
- Re-evaluate and make adjustments to the General Plan Map during open amendment periods.

Last Amended: xx/xx/19

 Syracuse Municipal Boundary  
 Parks, Agriculture, Wetlands (A-1)  
 Civic (All Zones)  
 Low Density Residential (A-1, R-1, R-2, R-3, Cluster, RPC)  
 Medium Density Residential (Cluster, R-3, RPC, PRD, Neighborhood Services)  
 High Density Residential (R-3, PRD, Neighborhood Services, Mixed Use, G.C., P.O.)  
 Commercial (G.C., P.O., Mixed Use, Neighborhood Services)  
 Industrial (Business Park, Industrial, Research Park, Mixed Use, G.C., P.O., ...)

## Appendix 1

**Meeting topic:** Welcome/ SWOT/ sense of place

**Date:** January 24, 2019

**# people in attendance:** 32

**Guest speakers:**

**Types of activities:** Sense of place survey, SWOT survey

**Summary of findings:**

- Sense of place survey: The top three most popular styles were Farm (83%), Craftsman (71%), and Old Main Street (60%). All other styles had ratings under 50%
- SWOT survey: The top strength was the people of Syracuse, the top weakness was traffic, the top opportunity was growth and development, the top threat was overgrowth and lack of open space.

**Meeting topic:** Transportation

**Date:** February 7, 2019

**# people in attendance:** 29

**Guest speakers:** Sky Hazlehurst- transportation and land-use connection, Robert Whitely

**Types of activities:** Clicker activity—what kind of street? map coloring exercise

**Summary of findings:**

- Road design survey: The most popular choice was for roads designed for cars, people, bikes, and for banners/street trees (53%). Second choice was for roads for cars, people, and bikes (20%). Least popular was a road for just cars.
- Map Coloring Exercise: All the maps received were consolidated into a 'heat map' showing comments as either auto, bicycle or pedestrian oriented. The most common areas of concern were on Antelope Drive between Walmart and the Arts Academy. The citizens desired a traffic light at 2500 W, improved bike safety, and road widening in this area. The second most common area was 1000 W. In this area, it was desired to have road maintenance and widening between Antelope and 193.

**Meeting topic:** Economic Development

**Date:** February 21, 2019

**# people in attendance:** 26

**Guest speakers:** Benj Becker

**Types of activities:** Pie chart fill in activity, map activity

**Summary of findings:**

- Pie chart activity: Using the average values of the participants, Commercial development (neighborhood, highway, big box, strip commercial) should consist of 37% of the City's economic development, industrial at 13%, office at 18%, experiential shopping at 9%, flex warehouse/office at 10%, mixed use commercial/residential at 10%, and hospitality at 3%.
- Map activity: participants said most economic development should take place near the West Davis Corridor exit on 3000 W and Antelope dr., along Antelope dr. between 1000 W and 2000 W, north of 700 S, and between 2000 W and 3000 W,

**Meeting topic:** Housing

**Date:** February 28, 2019

**# people in attendance:** 21

**Guest speakers:** Ryan Thurgood

**Types of activities:** Participants filled out pie-charts to indicate which residential types they preferred in the City, colored on maps designating high, medium, and low, and took clicker surveys

**Summary of findings:**

- Pie chart: What is the right percentage mix of housing types for Syracuse's Housing Portfolio? As an average between the participants, Single Family—Large Lot should consist of 36% of all of the City's residential development, Single Family—Starter at 27%, Patio Home at 10%, duplex at 6%, townhomes at 11%, low-rise apartments at 5%, and mid-rise apartments at close to 3%. This data was also presented as: 100% of participants included single family in their chart, 96% included townhomes, and 64% included apartments in the mix.
- Clicker Survey – Which image do you consider to be high density? (at what point or above – so we will add the lower to the total as we climb) 3% said they thought anything above single family is high density, 12% said duplexes and above, 46% townhomes and above, 90% low-rise apartments and above, 99% said mid-rise apartments and above
- Clicker Survey – When is the housing not appropriate to be located anywhere in Syracuse? (at what point or above – so we will add the lower to the total as we climb) 3% said nothing above single family, 0% said no duplexes, 15% said no townhomes, 44% said no low rise apartments, and 100% said no mid-rise apartments
- Map Activity: Single family was drawn freely in the city, townhome density housing was drawn only along Antelope, along 193, and concentrated next to the future West Davis Corridor with an emphasis on the planned on/off ramps at 2000 W and Antelope. Apartments were not drawn on the map of all participants but only about half. When it did appear, it was in nodes similar to the townhomes but slightly more restricted. The most overlap for preferred apartment location occurred on 193 between 2000 and 3000 W.

**Meeting topic:** Agriculture/Parks

**Date:** March 7, 2019

**# people in attendance:** 25

**Guest speakers:** Kresta Robinson

**Types of activities:** Asked the participants which type of open space is their number-one choice. Clicker activity.

**Summary of findings:**

- Passive open spaces was the most popular (52% voted this), active open spaces were second (39% voted this), the least popular was gathering open spaces.
- In another clicker activity participants were asked how many acres of city park per 1000 residents is best. 44% of participants wanted 4 acres per 1k residents, and 28% of participants wanted 6 acres per 1k residents.

- Participants were asked if it is important to improve the spaces we already have, or if more land should be bought. This was ranked from 1 to 5. 1 representing improving existing land and 5 representing acquiring new land. 36% of participants voted a “3” ranking and 32% of participants voted a “4” ranking. This result means that 68% of participants voted for either “3” or “4”.
- Participants were asked how this should be paid for. On a scale of 1 to 5, with 1 being to budget over time and 5 being to bond now, 32% of participants voted “3” and “4” receiving 24% and “1” receiving 20%. This result means that a plurality of participants voted a “3”, which is somewhat in the middle between wanting to budget over time and bond now with a slight leaning towards bonding.
- Participants were asked what the right mix of activity spaces in parks are. On a scale of 1 to 5, 1 being passive and 5 being active, 44% of participants voted a “4”, 32% voted “3” and 24% voted “2”. A plurality voted for “4”, which means a plurality of the participants wanted more of an “active mix” of spaces in parks.

**Meeting topic:** Wrap-up/General Plan Map

**Date:** March 14, 2019

**# people in attendance:** 22

**Guest speakers:** n/a

**Types of activities:** Groups collectively made a general plan using a map of the City. Participants were asked what the best strategy for growth was on a clicker survey.

**Summary of findings:**

- Clicker survey: What do you think is the best strategy for growth moving forward? The scale was 1 -5 with a ‘1’ as ‘heavy regulation/slow it down’ and 5 was ‘strategize/embrace it’. 30% chose a 4, 26% chose 5, 26% chose 3, 15% chose 2, and 4% chose 1.
- Map Activity: Participants drew on one large map per table. There were 7 groups. They were able to draw using six color for low density housing, medium density housing, high density, open space, industrial, and commercial. The maps have been scanned.



## THANK YOU

A special thanks goes out to all those who participated in the visioning process:

### Focus group:

Barry Conover  
Bonnie Bourgeois  
Brent Bourgeois  
Brad Dahl  
Brent Moss  
Bruce Staley  
Bryce Spafford  
Caleb Hoffman  
Chris Thurgood  
Christie Hoffman  
Chuck Beickel  
Cindy Gooch  
Cody Shumway  
Dana Love

David Jones  
Dennis Butler  
Eric Hoffman  
Grant Thorson  
Jeff Lee  
Jeff Nielson  
Jenna Echols  
Jenny Bloemen  
Jim Gibson  
Josh Hughes  
Josh Limb  
Karen Waite  
Katie Bush  
Kaylee Taylor

Keeth Kennington  
Keith Restorff  
Madison Waller  
Marie Stevenson  
Mike McBride  
Paula Knighton  
Ray Zaugg  
Rulon Gardner  
Ryan Rentmeister  
Ryan Thurgood  
Seth Teague  
Shane Stewart  
Tom Parks

### Planning Commission:

Brett Cragun, Chairman  
Larry Johnson, Vice Chair  
Greg Day

Curt McCuistion  
Dale Rackham  
G. Ivy Ruelan

Grant Thorson  
Ralph Vaughan

### City Council:

Mike Gailey, Mayor  
Lisa Bingham

Corinne Bolduc  
Dave Maughan

Doug Peterson  
Jordan Savage

### Staff:

Brody Bovero, City Manager  
Cassie Brown, City Recorder  
Royce Davies, City Planner  
Paul Roberts, City Attorney  
Kresta Robinson, Parks & Recreation Director  
Noah Steele, CED Director  
Robert Whitely, Public Works Director



# COUNCIL AGENDA

## July 23, 2019

Agenda Item “d”

Continued FY2020 Budget Discussion

### ***Factual Summation***

- Any question regarding this agenda item may be directed at Admin. Services Director, Stephen Marshall or City Manager, Brody Bovero.
- Please see attached the benchmark information for the Mayor and City Council as requested.

### ***Discussion Goals***

The following items outline the goals of this discussion:

1. Discussion about the Truth in Taxation revenues and use in the FY2020 budget.
  - If the council decides to hold the tax rate, it would provide an additional \$162,000 of ongoing revenue in the budget. The mayor has asked staff to provide a recommended scenario for the truth in taxation revenues. Priorities from our budget discussions included EOC improvements, WDC betterments, Council Pay, hire additional F/T park maintenance worker, and Park Maintenance Facility.
  - Recommended Scenario for \$162,000:
    - Hire new full-time park maintenance worker - \$45,000
    - Remainder to EOC improvements - \$117,000 plus \$20,000 carryover from FY2019 capital budget plus \$8,000 from capital fund surplus = \$145,000. This would complete phase 1 and 2 of the EOC.
      - EOC phase 1 = \$90,000 for generator
      - EOC phase 2 = \$55,000 for physical improvements (electrical, etc)
      - EOC phase 3 - \$50,000 for IT upgrades (possibly FY2021)
    - Council Pay – see discussion below
    - WDC improvements – wait for future years budget.
    - Park Maintenance Facility – see discussion below

2. Discussion about other FY2020 budget related topics.

- Discussion about park maintenance facility.
  - Council had brief discussion in the June work session to place the park maintenance on hold and discuss in the November goals retreat. Had discussion about using surplus money and money from the sale of land to build with cash on hand instead of debt.
  - Councilman Maughan also sent an email to the council after the June work session wanting to discuss interim solutions to PMF.
- Discussion on City Council wages and market comparisons.
  - I have put in the drop box the council wages and benchmark comparisons. We have savings of \$20,000 in our elections budget because we do not have to do a primary election. This money could be used to bring council wages close to the market rate. The total adjustment needed would be \$3,810 per city council member and \$4,896 for the mayor for a total of \$23,946.
  - Comments were also made about possibly making this effective in January 2020. That would reduce the total increase in FY2020 to \$11,973.
- Discussion on converting P/T passport agent / deputy recorder to full-time.
  - The passport program continues to grow rapidly in the city year over year. Here is a chart of the growth:
    - FY2016 - \$1705 (one month)
    - FY2017 - \$46,764
    - FY2018 - \$67,769
    - FY2019 - \$89,280
    - FY2020 – Budget of \$90,000 but will most like exceed this total.
  - Converting this position to full-time would cost an additional \$40,000. If we recognize the increase in revenues year over year, we would propose to increase the revenue budget by \$20,000. This would leave a net total increase in expense of \$20,000.
  - Possible ideas of funding would include some of the savings from the elections expense discussed above. Another idea would be to have this position go full-time later in the fiscal year. This would reduce the cost for FY2020.

**JOB TITLE** Mayor

**BENCHMARK  
COMPARISON**

|                        | Annual Salary | Extra Pay | Extra Pay Desc    | FT | Health | Ret | Dental | Life | 401K | 457 | Comments                                                                   | # Inc |
|------------------------|---------------|-----------|-------------------|----|--------|-----|--------|------|------|-----|----------------------------------------------------------------------------|-------|
| BOUNTIFUL, UT          | 15,600.00     | 500.00    | Vehicle Allowance | N  | Y      | Y   | Y      | Y    | N    | N   |                                                                            | 0     |
| CENTERVILLE, UT        | 14,500.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| CLEARFIELD, UT         | 21,600.00     | 0.00      |                   | N  | Y      | Y   | Y      | N    | Y    | N   |                                                                            | 1     |
| CLINTON, UT            | 13,200.00     | 0.00      |                   | N  | N      | N   | N      | N    | Y    | N   |                                                                            | 1     |
| FARMINGTON, UT         | 16,800.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| HERRIMAN, UT           | 24,000.00     | 0.00      |                   | N  | Y      | Y   | Y      | Y    | Y    | Y   |                                                                            | 1     |
| KAYSVILLE, UT          | 12,550.00     | 0.00      |                   | N  | N      | Y   | N      | N    | N    | N   |                                                                            | 1     |
| LAYTON, UT             | 25,899.90     | 0.00      |                   | N  | Y      | Y   | Y      | N    | Y    | Y   |                                                                            | 1     |
| NORTH OGDEN, UT        | 10,250.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| NORTH SALT LAKE, UT    | 15,600.00     | 0.00      |                   | N  | Y      | N   | Y      | N    | Y    | Y   |                                                                            | 1     |
| PLEASANT VIEW, UT      | 11,076.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| RIVERDALE, UT          | 21,048.00     | 0.00      |                   | N  | N      | N   | N      | Y    | Y    | Y   | May participate in defined contribution retirement with match up to 17.4%. | 1     |
| ROY, UT                | 10,721.24     | 0.00      |                   | N  | N      | N   | N      | Y    | Y    | Y   |                                                                            | 1     |
| SARATOGA SPRINGS, UT   | 18,750.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| SOUTH OGDEN, UT        | 14,370.00     | 0.00      |                   | N  | N      | Y   | N      | N    | N    | N   |                                                                            | 1     |
| SOUTH WEBER CITY, UT   | 9,600.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| WASHINGTON TERRACE, UT | 9,600.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 0     |
| WEST BOUNTIFUL, UT     | 9,520.00      | 150.00    | Vehicle Allowance | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| WEST POINT CITY, UT    | 12,600.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| WOODS CROSS, UT        | 12,000.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 0     |
| SYRACUSE, UT           | 10,044.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |

60th Percentile \$ 14,940.00

# JOB TITLE Mayor

## BENCHMARK COMPARISON

|                        | Annual Salary | Extra Pay | Extra Pay Desc    | FT | Health | Ret | Dental | Life | 401K | 457 | Comments                                                                   | # Inc |
|------------------------|---------------|-----------|-------------------|----|--------|-----|--------|------|------|-----|----------------------------------------------------------------------------|-------|
| BOUNTIFUL, UT          | 15,600.00     | 500.00    | Vehicle Allowance | N  | Y      | Y   | Y      | Y    | N    | N   |                                                                            | 0     |
| CENTERVILLE, UT        | 14,500.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| CLEARFIELD, UT         | 21,600.00     | 0.00      |                   | N  | Y      | Y   | Y      | N    | Y    | N   |                                                                            | 1     |
| CLINTON, UT            | 13,200.00     | 0.00      |                   | N  | N      | N   | N      | N    | Y    | N   |                                                                            | 1     |
| FARMINGTON, UT         | 16,800.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| HERRIMAN, UT           | 24,000.00     | 0.00      |                   | N  | Y      | Y   | Y      | Y    | Y    | Y   |                                                                            | 1     |
| KAYSVILLE, UT          | 12,550.00     | 0.00      |                   | N  | N      | Y   | N      | N    | N    | N   |                                                                            | 1     |
| LAYTON, UT             |               | 0.00      |                   | N  | Y      | Y   | Y      | N    | Y    | Y   |                                                                            | 1     |
| NORTH OGDEN, UT        | 10,250.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| NORTH SALT LAKE, UT    | 15,600.00     | 0.00      |                   | N  | Y      | N   | Y      | N    | Y    | Y   |                                                                            | 1     |
| PLEASANT VIEW, UT      | 11,076.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| RIVERDALE, UT          | 21,048.00     | 0.00      |                   | N  | N      | N   | N      | Y    | Y    | Y   | May participate in defined contribution retirement with match up to 17.4%. | 1     |
| ROY, UT                | 10,721.24     | 0.00      |                   | N  | N      | N   | N      | Y    | Y    | Y   |                                                                            | 1     |
| SARATOGA SPRINGS, UT   | 18,750.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| SOUTH OGDEN, UT        | 14,370.00     | 0.00      |                   | N  | N      | Y   | N      | N    | N    | N   |                                                                            | 1     |
| SOUTH WEBER CITY, UT   | 9,600.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| WASHINGTON TERRACE, UT |               | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 0     |
| WEST BOUNTIFUL, UT     | 9,520.00      | 150.00    | Vehicle Allowance | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| WEST POINT CITY, UT    | 12,600.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |
| WOODS CROSS, UT        | 12,000.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 0     |
| SYRACUSE, UT           | 10,044.00     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 1     |

60th Percentile \$ 14,720.00

JOB TITLE

City Council

BENCHMARK  
COMPARISON

|                        | Annual Salary | Extra Pay | Extra Pay Desc    | FT | Health | Ret | Dental | Life | 401K | 457 | Comments                                                                   | # Inc |
|------------------------|---------------|-----------|-------------------|----|--------|-----|--------|------|------|-----|----------------------------------------------------------------------------|-------|
| BOUNTIFUL, UT          | 7,800.00      | 200.00    | Vehicle Allowance | N  | Y      | N   | Y      | Y    | N    | N   |                                                                            | 0     |
| CENTERVILLE, UT        | 7,500.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 5     |
| CLEARFIELD, UT         | 8,880.00      | 0.00      |                   | N  | Y      | Y   | Y      | N    | Y    | N   |                                                                            | 5     |
| CLINTON, UT            | 6,600.00      | 0.00      |                   | N  | N      | N   | N      | N    | Y    | N   |                                                                            | 5     |
| FARMINGTON, UT         | 8,400.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 0     |
| HERRIMAN, UT           | 9,000.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 4     |
| KAYSVILLE, UT          | 6,120.00      | 0.00      |                   | N  | N      | Y   | N      | N    | N    | N   |                                                                            | 5     |
| LAYTON, UT             | 17,396.00     | 0.00      |                   | N  | Y      | N   | Y      | N    | N    | N   |                                                                            | 5     |
| NORTH OGDEN, UT        | 4,612.50      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 4     |
| NORTH SALT LAKE, UT    | 8,400.00      | 0.00      |                   | N  | Y      | N   | Y      | N    | Y    | Y   |                                                                            | 5     |
| PLEASANT VIEW, UT      | 2,100.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 2     |
| RIVERDALE, UT          | 8,508.00      | 0.00      |                   | N  | N      | N   | N      | Y    | Y    | Y   | May participate in defined contribution retirement with match up to 17.4%. | 5     |
| ROY, UT                | 8,657.95      | 0.00      |                   | N  | N      | N   | N      | Y    | Y    | Y   |                                                                            | 5     |
| SARATOGA SPRINGS, UT   | 11,717.04     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 5     |
| SOUTH OGDEN, UT        | 9,509.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 5     |
| SOUTH WEBER CITY, UT   | 3,600.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 5     |
| WASHINGTON TERRACE, UT | 4,800.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 0     |
| WEST BOUNTIFUL, UT     | 4,800.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 5     |
| WEST POINT CITY, UT    | 5,400.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 4     |
| WOODS CROSS, UT        | 6,000.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 0     |
| SYRACUSE, UT           | 4,590.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 5     |

60th Percentile \$ 8,400.00

## JOB TITLE

## City Council

BENCHMARK  
COMPARISON

|                        | Annual Salary | Extra Pay | Extra Pay Desc    | FT | Health | Ret | Dental | Life | 401K | 457 | Comments                                                                   | # Inc |
|------------------------|---------------|-----------|-------------------|----|--------|-----|--------|------|------|-----|----------------------------------------------------------------------------|-------|
| BOUNTIFUL, UT          | 7,800.00      | 200.00    | Vehicle Allowance | N  | Y      | N   | Y      | Y    | N    | N   |                                                                            | 0     |
| CENTERVILLE, UT        | 7,500.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 5     |
| CLEARFIELD, UT         | 8,880.00      | 0.00      |                   | N  | Y      | Y   | Y      | N    | Y    | N   |                                                                            | 5     |
| CLINTON, UT            | 6,600.00      | 0.00      |                   | N  | N      | N   | N      | N    | Y    | N   |                                                                            | 5     |
| FARMINGTON, UT         | 8,400.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 0     |
| HERRIMAN, UT           | 9,000.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 4     |
| KAYSVILLE, UT          | 6,120.00      | 0.00      |                   | N  | N      | Y   | N      | N    | N    | N   |                                                                            | 5     |
| LAYTON, UT             |               | 0.00      |                   | N  | Y      | N   | Y      | N    | N    | N   |                                                                            | 5     |
| NORTH OGDEN, UT        | 4,612.50      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 4     |
| NORTH SALT LAKE, UT    | 8,400.00      | 0.00      |                   | N  | Y      | N   | Y      | N    | Y    | Y   |                                                                            | 5     |
| PLEASANT VIEW, UT      |               | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 2     |
| RIVERDALE, UT          | 8,508.00      | 0.00      |                   | N  | N      | N   | N      | Y    | Y    | Y   | May participate in defined contribution retirement with match up to 17.4%. | 5     |
| ROY, UT                | 8,657.95      | 0.00      |                   | N  | N      | N   | N      | Y    | Y    | Y   |                                                                            | 5     |
| SARATOGA SPRINGS, UT   | 11,717.04     | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 5     |
| SOUTH OGDEN, UT        | 9,509.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 5     |
| SOUTH WEBER CITY, UT   | 3,600.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 5     |
| WASHINGTON TERRACE, UT | 4,800.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 0     |
| WEST BOUNTIFUL, UT     | 4,800.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 5     |
| WEST POINT CITY, UT    | 5,400.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 4     |
| WOODS CROSS, UT        | 6,000.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 0     |
| SYRACUSE, UT           | 4,590.00      | 0.00      |                   | N  | N      | N   | N      | N    | N    | N   |                                                                            | 5     |

60th Percentile

\$ 8,400.00



# COUNCIL AGENDA

## July 23, 2019

Agenda Item “e”

Update on WDC/Antelope Dr./SR 193  
Projects

### ***Factual Summation***

- UDOT has been meeting with entities located throughout the WDC corridor to focus in on the actual design of the highway.
- UDOT has also been holding community meetings related to the environmental study of the Antelope Dr widening project between 2000 West and 3000 West., and the extension of SR 193 from 3000 West to the new highway.
- While all three projects are separate and independent, UDOT is coordinating them to come together at approximately the same time.
- The WDC project is expected to go out to bid in April 2020, with construction beginning that summer. Completion would be expected sometime in 2023.
- UDOT has called several meetings with City staff to discuss design details, particularly engineering-related issues.
- Public Works Director Robert Whiteley is obtaining drawings from UDOT’s consultants in order to present the latest design concept to the Council, particularly for the WDC project. These drawings will be presented at the work session.

### ***Discussion Goals***

1. Review UDOT’s latest design for the WDC project.
2. Answer and questions or address any concerns.



# COUNCIL AGENDA

July 23, 2019

Work Session

## Agenda Item “f”      Accepting District 3 Water for Development

### ***Factual Summation***

- Any question regarding this agenda item may be directed at Brody Bovero, Robert Whiteley, or Paul Roberts/
- City code currently requires a developer to provide water shares to the City for its use in the secondary water system (SMC § 8.10.090(A)).
- Multiple developers have reported that it is increasingly difficult to find water shares on the market that can serve our community. The City has been attempting to acquire water shares and agrees with their assessment of the situation. There are limited options when it comes to water companies that deliver water to our system, and shares are becoming more difficult to acquire.
- There is ample secondary water available from another avenue, however, which could be delivered to the City – that provided by the Weber Basin Water Conservancy District. As such, the City is required to entertain other options for development – it cannot simply impose an impossible regulation.
- Weber Basin water is used on a contract basis, and users are charged an annual assessment that is based upon the District project from which the secondary water is derived. They are required to assess fees to repay certain costs of construction related to each project and to maintain the system. These fees are due annually and will be paid perpetually by the water users.
- Much of the water shares that have been dedicated to the City entitle the holder to District 1 water, which is assessed at a lower rate than subsequent Districts. Currently, Weber Basin is offering District 3 water, which is about seven times as expensive each year than District 1 water. The District anticipates that District 3 water will be spoken-for in the next 5-6 years.
- Once District 3 water is gone, they will begin selling District 4 water, which will be even more expensive than District 3.
- There are several options that the City could undertake:

1. Keep the codes the same (and assume potential legal liability)
  2. Reduce the City's secondary water standard, and if there is excess water in the system after that adjustment, allow developers to "buy-in" to the City's excess capacity. This would only temporarily relieve pressure, and Public Works Director Robert Whiteley would not feel comfortable doing so until we have metering in place to ensure that users are not using more than their share of the water.
  3. Allow developers the option of transferring money to the City in lieu of water shares, which would allow the City to purchase District 3 water to serve that development. The amount deposited would likely be found reasonable if it covers the assessment costs for 10 years. However, the fee obligation will be an ongoing one, and the increased cost would be borne by the City (and its users) indefinitely.
  4. A variation of options #2 and #3. For example, allow developers to utilize District 3 water and reduce the amount of water required if the developer's project is designed for low water use.
- Due to the complicated nature of the issue and potential for challenges related to development, the City hired outside counsel to form a legal opinion on the issue of whether the City may lawfully present the third option to developers. The memorandum is an attorney-client communication and is therefore designated a protected document under GRAMA and is not to be shared with or made public. It has been deposited in the Council dropbox for this meeting. Discussion of the specific content of the opinion should not be undertaken during the Council meeting.
  - There are likely some changes that we will need to make to our Secondary Water ordinances, regardless of which option we choose to follow. Ordinance changes would be necessary if either Option 2 or 3 are chosen.
  - If Option 3 is chosen, we will need to start planning for the eventuality of the developer-provided funds drying up and decide the most equitable way to deal with the increased fees that are related to District 3 water.

### ***Discussion Goals***

The following items outline the goals of this discussion:

1. Discuss policy and ramifications for these options.
2. Give direction to staff on whether to collect and present more information, begin drafting amended ordinances, or conduct other activities related to this item.



# COUNCIL AGENDA

July 23, 2019

Agenda Item “g”

Discussion on culinary water shutoff procedures

## *Factual Summation*

Any questions about this agenda item may be directed at Admin. Services Director Stephen Marshall, or City Manager Brody Bovero.

Please review the attached city code in Title IV pertaining to the City’s current shutoff procedures for culinary water.

## *Discussion Goals*

1. **Review and consider updates to the Title IV code pertaining to shutoff procedures.**

We would like to discuss our shutoff procedures with the city council and determine the best option moving forward. It has been awhile since we reviewed this policy. Items to discuss:

- **How long should we let customers go before shutoff?** Our policy says after 30 days we can begin shutoff procedures. Currently, we allow customers to go just short of 3 months before we shut them off (third Wednesday of the month).
- **Can we grant an extension on past due balances?** Our policy says that the bill shall be paid in full and no partial payments shall be sufficient, absent the written consent of the Utility Billing Clerk. Currently, we allow promise to pay for up to 15 days or close to the end of the month.
- **Notice of Shutoff – Courtesy Letters to homes.** Our policy says that we shall notify in writing after 30 days delinquent that the water will be shutoff if not paid within 10 days. Currently, we send courtesy letters after 60 days of delinquency and note that shutoff will occur on that third Wednesday of the month.
- **Shutoff** – Our policy states that if the customer hasn’t paid within the 10-day window, we will serve a notice personally to the property that water will be shutoff if not paid within 3 days. Currently, we hang tags the same day that we shutoff the service for delinquency. Do we need a courtesy letter and door hanger? If we do both, do we need the 10 day and 3 day waiting period?

- **Payments made to bring account to current** - Our policy states that all past due balances and shutoff fees have to be paid before restoring services. This is our current practice as well.
- **Other items to consider.** We have had residents request a temporary assistance program. Our current code does not address this topic.

#### **4.15.180 Billing.**

The City shall provide a statement to each user of water once each month or at such other regular intervals as the City Council shall direct. The City Council shall determine the duration of the billing period and may change the amounts of the charges or the duration of the billing period from time to time. The City may send a combined statement for water, sewer, garbage collection and other services provided by the City, which statement shall separately specify the amount of the bill for the water service, sewer service, garbage collection and any other service, the place of payment, and the due date. All bills shall be paid in full and no partial payments shall be sufficient, absent the written consent of the Utility Billing Clerk to prevent the termination of services as provided herein. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-03-180.]

#### **4.15.190 Delinquent payments.**

If any user fails to pay his or her water, sewer, garbage or other service charge for services provided by the City within 30 days from the date the payment is due, the Utility Billing Clerk shall notify the Public Works Department of the deficiency and the Public Works Department may thereafter shut off all water service to said premises in the manner set forth in this chapter. Where amounts are due for more than one billing period, any payment received shall be applied toward the most recent billing for which an amount is due. A dishonored check shall not be considered payment received. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-03-190.]

#### **4.15.200 Notice of shutoff.**

If any user fails to pay his or her water, sewer, garbage or other service charge for services provided by the City within 30 days from the date the payment is due, the Utility Billing Clerk shall notify in writing the occupant of the premises and the owner thereof by personal delivery or mail to the premises and any other address that appears on the application of the delinquency and that the water service will be discontinued if payment is not received within 10 days after notice is sent. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-03-200.]

#### **4.15.210 Shutoff.**

If any user fails to pay his or her water, sewer, garbage or other service charge for services provided by the City within the required time frame after service of a notice of shutoff, the Utility Billing Clerk shall cause a notice to be served personally to the property owner or occupants explaining the reason for the shutoff and that the water service may thereafter be shut off if payment is not made within three days from the date of such notice. If the delinquent payments are not made within three days from the date of such notice, and no stay has been issued in accordance with the provisions of this chapter, the City may shut off water service to the premises. Before water service to the premises may be turned on again, all delinquent water, garbage and

other charges for services provided by the City must be paid, together with the appropriate shutoff charge as provided in the City consolidated fee schedule. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-03-210.]

#### **4.15.220 Stay of shutoff.**

---

The Utility Billing Clerk may extend the time for bringing current a delinquent account for up to 15 days. In addition, the user may file a written request for review of the billing with the City Administrator. Such request for review shall set forth the customer's good reason to believe an error has occurred in the billing, which error has resulted in a billing amount in excess of service actually rendered, and setting forth the facts and arguments in favor of the customer's position. Any appeal of a bill as set forth herein shall stay any action by the City to shut off water service for 15 days or until a determination has been made by the City Administrator, whichever occurs first. Written notice of the decision and the action to be taken shall be provided to the customer. [Ord. 12-07 § 1 (Exh. A); Ord. 09-11 § 2; Code 1971 § 4-03-220.]

#### **4.15.230 Legal action.**

---

The City Recorder or Treasurer is hereby authorized and empowered to enforce the payment of all delinquent City service charges and connection fees, whether for water, sewer, garbage or other services, by an action at law in the corporate name of the City. [Ord. 12-07 § 1 (Exh. A); Code 1971 § 4-03-230.]



# COUNCIL AGENDA

July 23, 2019

Agenda Item “h”                      Discussion on proposed amendments to the  
Transportation Impact Fee Analysis Plan.

## *Factual Summation*

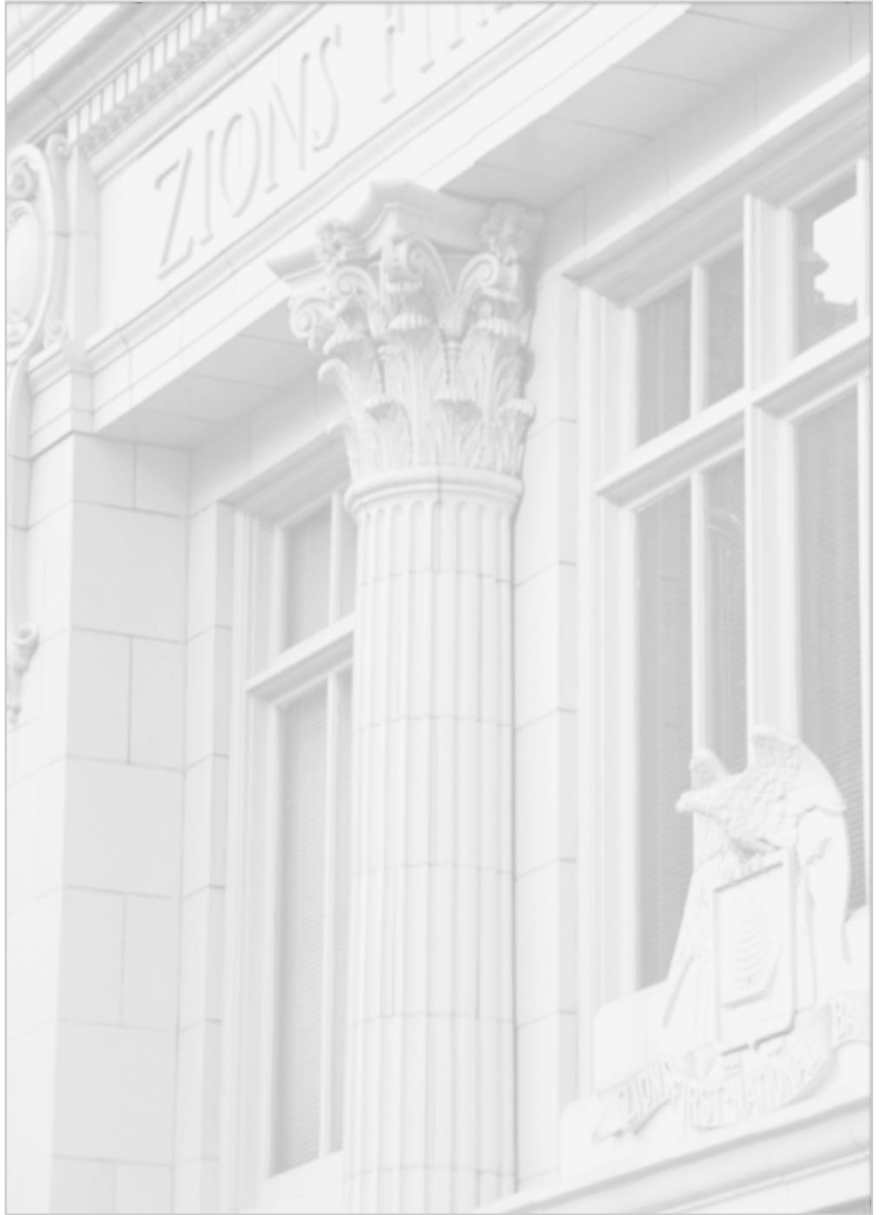
Any questions about this agenda item may be directed at Admin. Services Director Stephen Marshall, or City Attorney Paul Roberts.

Please review the transportation impact fee analysis plan. We would like the council to consider making amendments to the plan that bring us in line with the latest standards.

## *Discussion Goals*

1. **Consider change and acceptance of a new “Pass-Thru” category that reduces adjusted ITE trips.** There has been a change to table 2 that calculates the ITE trips and adjusted trips. A new column has been added that is called “Pass-Thru”. This is a newly accepted standard that allows for a further reduction of the ITE adjusted trips calculation. It considers that a vehicle may make one trip to multiple destinations (i.e. gas station, bank, grocery store) thereby further reducing the adjusted trips calculation.
2. **Consider updating the ITE Trips counts with revised standards.** The ITE trips column has revised numbers for some of the categories. The council needs to consider updating these trip counts in the IFA to match the latest standards.

The next steps would include updating our ordinance with the changes discussed above on the August 13<sup>th</sup> meeting. This would also require an update to our consolidated fee schedule. We would also do this at the August 13<sup>th</sup> meeting.



**Syracuse City**

---

**Transportation Impact Fee Analysis**  
**Amended**  
**July 9, 2019**

---

## Amended Transportation Impact Fee Analysis

### Summary

This Amended Impact Fee Analysis (IFA) is based off of the information provided in the City's Roadway Impact Fee Facilities Plan ("IFFP") dated November 2015 and prepared by Horrocks Engineers, as used in the Impact Fee Analysis dated January 2016. This Amended Impact Fee Analysis includes only new trip generation and pass-by rates as provided in the Institute of Transportation Engineers' Trip Generation Manual, 10<sup>th</sup> edition.

Projected Growth. The IFFP projects that new development in Syracuse City is projected to grow by an estimated 8,000 PM peak hour trips<sup>1</sup> between 2015 and 2025 – from 26,300 one-way PM peak hour trips in 2015 to 34,300 trips in 2025. This growth will use up excess capacity on existing roads and will require the expansion of existing roads or development of new roads in order to maintain the existing levels of service.

Service Levels. The IFFP states that the current level of service (LOS) is LOS C and that the "IFFP will not make any changes to the existing level of service, and LOS C will be the standard by which future growth will be evaluated" (p. 44).

Service Areas. Syracuse City ("City") includes one roadway service area as recommended by the City's engineers in the IFFP.

Excess Capacity. Syracuse City's IFFP identifies excess capacity on major streets in the City's roadway system. Total capacity on the existing roads identified as part of the IFFP is 30,000 ADTs, with a 2015 volume of 21,700 ADTs, resulting in excess capacity of 8,300 ADTs<sup>2</sup> or approximately 28 percent of existing capacity. The actual cost of the existing roads with excess capacity is \$10,898,017. All of the excess capacity will be consumed by 2025.

Therefore, new development will be responsible to buy-in to the remaining 28 percent of excess capacity which has an actual cost of \$3,015,118 (\$10,898,017 multiplied by the 28 percent of excess capacity).

New Construction. Syracuse City's IFFP identifies a total of 12 projects necessitated by new development at a total cost of \$62,980,000. However, four of the projects will be funded by UDOT and are therefore not eligible for impact fees. Of the remaining eight projects, two will share costs between the City and Wasatch Front Regional Council (WFRC). Therefore, Syracuse is responsible for only \$15,030,000 of the total new construction costs necessitated by new growth. This number is further adjusted to reflect the fact that new development is not responsible for pass-through traffic and for the excess capacity remaining in these new projects after 2025. Therefore, the total cost attributable to new development through 2025 years is \$8,699,391.

---

<sup>1</sup> A PM peak hour trip is defined as a single or one-directional vehicle movement to or from a site between the hours of 4 p.m. and 6 p.m.

<sup>2</sup> Excess capacity has been measured in terms of ADTs; new construction demand has been measured in terms of PM peak hour demand. All impact fee calculations have been made in terms of PM peak hour demand.

Proportionate Share Analysis. A summary of the proportionate share analysis is as follows:

TABLE 1: PROPORTIONATE SHARE ANALYSIS

| Summary of Cost per Trip          | Amount            |
|-----------------------------------|-------------------|
| Buy-In to Excess Capacity         | \$376.89          |
| New Construction                  | \$1,087.42        |
| Consultant Cost                   | \$1.04            |
| Fund Balance Credit               | (\$8.40)          |
| <b>Cost per PM Peak Hour Trip</b> | <b>\$1,456.96</b> |

**The maximum fee per PM peak hour trip is \$1,456.96.**

The cost per trip is then applied to standards set by the Institute of Transportation Engineers (ITE) to evaluate the number of PM peak hour trips per development type.

TABLE 2: MAXIMUM TRANSPORTATION IMPACT FEES

| Category                                                         | Units; Per                          | ITE Trips | Pass-Thru | Adjusted Trips | Maximum Fee PM Peak Fee |
|------------------------------------------------------------------|-------------------------------------|-----------|-----------|----------------|-------------------------|
| 130 - Industrial Park                                            | 1000 Sq. Feet Gross Floor Area      | 0.85      |           | 0.43           | \$619.21                |
| 140 - General Manufacturing *                                    | 1000 Sq. Feet Gross Floor Area      | 0.73      |           | 0.37           | \$531.79                |
| 151 - Storage Units                                              | 1000 Sq. Feet Rentable Storage Area | 0.26      |           | 0.13           | \$189.40                |
| 152 - Warehouse / Distribution Center                            | 1000 Sq. Feet Gross Floor Area      | 0.12      |           | 0.06           | \$87.42                 |
| 210 - Single-Family Detached Housing                             | Dwelling Unit                       | 1.00      |           | 0.50           | \$728.48                |
| 220 - Multi-Family / Apartment (Greater than 4 Units)            | Dwelling Unit                       | 0.62      |           | 0.31           | \$451.66                |
| 230 - Multi-Family / Condo, Townhouse, Duplex, Triplex, Quadplex | Dwelling Unit                       | 0.52      |           | 0.26           | \$378.81                |
| 240 - Mobile Home / RV Park                                      | Dwelling Lot                        | 0.59      |           | 0.30           | \$429.80                |
| 254 - Assisted Living Center                                     | Bed                                 | 0.22      |           | 0.11           | \$160.27                |
| 310 - Hotel                                                      | Room                                | 0.60      |           | 0.30           | \$437.09                |
| 444 - Movie Theatre < 10 Screens                                 | 1000 Sq. Feet Gross Floor Area      | 3.80      |           | 1.90           | \$2,768.21              |
| 445 - Movie Theatre > 10 Screens                                 | 1000 Sq. Feet Gross Floor Area      | 4.91      |           | 2.46           | \$3,576.83              |
| 492 - Health/Fitness Club                                        | 1000 Sq. Feet Gross Floor Area      | 3.53      |           | 1.77           | \$2,571.53              |
| 520 - Elementary School                                          | 1000 Sq. Feet Gross Floor Area      | 1.21      |           | 0.61           | \$881.46                |
| 522 - Middle School / Junior High School                         | 1000 Sq. Feet Gross Floor Area      | 1.19      |           | 0.60           | \$866.89                |

| Category                                              | Units; Per                                 | ITE Trips | Pass-Thru | Adjusted Trips | Maximum Fee PM Peak Fee |
|-------------------------------------------------------|--------------------------------------------|-----------|-----------|----------------|-------------------------|
| 530 - High School                                     | 1000 Sq. Feet Gross Floor Area             | 0.97      |           | 0.49           | \$706.62                |
| 534 - Private School (K-8)                            | 1000 Sq. Feet Gross Floor Area             | 0.60      |           | 0.30           | \$437.09                |
| 560 - Church                                          | 1000 Sq. Feet Gross Floor Area             | 0.55      |           | 0.28           | \$400.66                |
| 565 - Day Care Center                                 | 1000 Sq. Feet Gross Floor Area             | 12.34     |           | 6.17           | \$8,989.41              |
| 590 - Library                                         | 1000 Sq. Feet Gross Floor Area             | 7.30      |           | 3.65           | \$5,317.89              |
| 610 - Hospital                                        | 1000 Sq. Feet Gross Floor Area             | 0.93      |           | 0.47           | \$677.48                |
| 710 - General Office Building                         | 1000 Sq. Feet Gross Floor Area             | 1.49      |           | 0.75           | \$1,085.43              |
| 720 - Medical-Dental Office Building                  | 1000 Sq. Feet Gross Floor Area             | 3.57      |           | 1.79           | \$2,600.67              |
| 770 - Business Park                                   | 1000 Sq. Feet Gross Floor Area             | 1.26      |           | 0.63           | \$917.88                |
| 812 - Building Materials and Lumber Store             | 1000 Sq. Feet Gross Floor Area             | 4.49      |           | 2.25           | \$3,270.86              |
| 817 - Nursery (Garden Center)                         | 1000 Sq. Feet Gross Floor Area             | 6.94      |           | 3.47           | \$5,055.63              |
| 820 - Shopping Center / Strip Mall                    | 1000 Sq. Feet Gross Leasable Area          | 3.71      | 34%       | 1.22           | \$1,783.75              |
| 826 - Specialty Retail Center                         | 1000 Sq. Feet Gross Leasable Area          | 2.71      |           | 1.36           | \$1,974.17              |
| 841 - Automobile Car Sales                            | 1000 Sq. Feet Gross Floor Area             | 5.98      |           | 2.99           | \$4,356.30              |
| 848 - Tire Store                                      | 1000 Sq. Feet Gross Floor Area             | 4.15      | 28%       | 1.49           | \$2,176.69              |
| 850 - Supermarket                                     | 1000 Sq. Feet Gross Floor Area             | 9.48      | 36%       | 3.03           | \$4,419.82              |
| 851 - Convenience Store                               | 1000 Sq. Feet Gross Floor Area             | 52.41     | 61%       | 10.22          | \$14,890.01             |
| 912 - Bank / Financial Institution                    | 1000 Sq. Feet Gross Floor Area             | 24.30     | 47%       | 6.44           | \$9,382.06              |
| 918 - Hair / Nails / Massage / Beauty Salon / Day Spa | 1000 Sq. Feet Gross Floor Area             | 1.45      |           | 0.73           | \$1,056.29              |
| 932 - Restaurant, Sit-Down                            | 1000 Sq. Feet Gross Floor Area             | 9.85      | 44%       | 2.76           | \$4,018.28              |
| 933 - Fast Food without Drive-Through Window          | 1000 Sq. Feet Gross Floor Area             | 26.15     | 43%       | 7.45           | \$10,858.32             |
| 934 - Restaurant with Drive-Through Window            | 1000 Sq. Feet Gross Floor Area             | 32.65     | 50%       | 8.16           | \$11,892.40             |
| 942 - Auto Care Center                                | 1000 Sq. Feet Occupied Gross Leasable Area | 3.11      |           | 1.56           | \$2,265.57              |
| 944 - Gasoline/Service                                | Fueling Position                           | 13.87     | 42%       | 4.02           | \$5,860.31              |

| Category                                              | Units; Per                     | ITE Trips | Pass-Thru | Adjusted Trips | Maximum Fee PM Peak Fee |
|-------------------------------------------------------|--------------------------------|-----------|-----------|----------------|-------------------------|
| Station                                               |                                |           |           |                |                         |
| 945 - Gasoline/Service Station with Convenience Store | 1000 Sq. Feet Gross Floor Area | 97.47     | 56%       | 21.44          | \$31,242.07             |
| 947 - Self Service Car Wash                           | Wash Stall                     | 5.54      |           | 2.77           | \$4,035.77              |
| 948 - Automated Car Wash                              | 1000 Sq. Feet Gross Floor Area | 14.12     |           | 7.06           | \$10,286.10             |

## Utah Code Legal Requirements

Utah law requires that communities prepare an Impact Fee Analysis (IFA) before enacting an impact fee. Utah law also requires that communities give notice of their intent to prepare and adopt an IFA. This IFA follows all legal requirements as outlined below. The City has retained Zions Public Finance, Inc. (ZPFI) to prepare this Impact Fee Analysis in accordance with legal requirements.

### Notice of Intent to Prepare Impact Fee Analysis

A local political subdivision must provide written notice of its intent to prepare an IFA before preparing the Plan (Utah Code §11-36a-503). This notice must be posted on the Utah Public Notice website. The City has complied with this noticing requirement for the IFA by posting notice.

### Preparation of Impact Fee Analysis

Utah Code requires that each local political subdivision, before imposing an impact fee, prepare an impact fee analysis. (Utah Code 11-36a-304).

Section 11-36a-304 of the Utah Code outlines the requirements of an impact fee analysis as follows:

- (1) An impact fee analysis shall:
  - (a) identify the anticipated impact on or consumption of any existing capacity of a public facility by the anticipated development activity;
  - (b) identify the anticipated impact on system improvements required by the anticipated development activity to maintain the established level of service for each public facility;
  - (c) demonstrate how the anticipated impacts described in Subsections (1)(a) and (b) are reasonably related to the anticipated development activity;
  - (d) estimate the proportionate share of:
    - (i) the costs for existing capacity that will be recouped; and
    - (ii) the costs of impacts on system improvements that are reasonably related to the new development activity; and
  - (e) identify how the impact fee was calculated.
- (2) In analyzing whether or not the proportionate share of the costs of public facilities are reasonably related to the new development activity, the local political subdivision or private entity, as the case may be, shall identify, if applicable:
  - (a) the cost of each existing public facility that has excess capacity to serve the anticipated development resulting from the new development activity;
  - (b) the cost of system improvements for each public facility;

- (c) other than impact fees, the manner of financing for each public facility, such as user charges, special assessments, bonded indebtedness, general taxes, or federal grants;
- (d) the relative extent to which development activity will contribute to financing the excess capacity of and system improvements for each existing public facility, by such means as user charges, special assessments, or payment from the proceeds of general taxes;
- (e) the relative extent to which development activity will contribute to the cost of existing public facilities and system improvements in the future;
- (f) the extent to which the development activity is entitled to a credit against impact fees because the development activity will dedicate system improvements or public facilities that will offset the demand for system improvements, inside or outside the proposed development;
- (g) extraordinary costs, if any, in servicing the newly-developed properties; and
- (h) the time-price differential inherent in fair comparisons of amounts paid at different times.

### **Certification of Impact Fee Analysis**

Utah Code states that an Impact Fee Analysis shall include a written certification from the person or entity that prepares the Impact Fee Analysis. This certification is included at the conclusion of this analysis.

## Anticipated Impact on or Consumption of Any Existing Capacity of a Public Facility by the Anticipated Development Activity

*Utah Code 11-36a-304(1)(a)*

### Consumption of Existing Capacity

Development activity in Syracuse is based on both residential and nonresidential growth. Growth projections are then used by the City's engineers as inputs in the Wasatch Front Regional Council – Mountainland Association of Government regional travel demand model to forecast trip generation. Based on existing capacity and existing volumes on roads that qualify for impact fee reimbursement, the City's roads currently have excess capacity of 8,300 ADTs,<sup>3</sup> given a LOS C.

TABLE 3: EXISTING AND EXCESS CAPACITY

|              | Location                                                                | Existing Capacity - ADTs | Existing Volume - ADTs | Excess Capacity - ADTs | Excess Capacity % |
|--------------|-------------------------------------------------------------------------|--------------------------|------------------------|------------------------|-------------------|
| 14           | 1000 West: SR-193 to Bluff Street                                       | 10,000                   | 7,600                  | 2,400                  | 24%               |
| 16           | 2000 West: 1700 South to 2700 South                                     | 10,000                   | 8,300                  | 1,700                  | 17%               |
| 20           | Bluff Street & Gentile Street: 1000 West to 500 West (3700 West Layton) | 10,000                   | 5,800                  | 4,200                  | 42%               |
| <b>TOTAL</b> |                                                                         | 30,000                   | 21,700                 | 8,300                  |                   |

The cost associated with these roads with excess capacity, in \$2015, is as follows:

TABLE 4: COST OF EXCESS CAPACITY OF EXISTING ROADS (\$2015)

| Project                                                                 | Length (ft) | Existing Total Cost | Cost per linear foot |
|-------------------------------------------------------------------------|-------------|---------------------|----------------------|
| 1000 West: SR-198 to Bluff Street (Syracuse Portion)                    | 14,100      | \$29,860,000        | \$2,117.73           |
| 2000 West: 1700 South to 2700 South                                     | 5,300       | \$11,300,000        | \$2,132.08           |
| Bluff Street & Gentile Street: 1000 West to 500 West (3700 West Layton) | 4,500       | \$8,290,000         | \$1,842.22           |
| <b>TOTAL</b>                                                            |             | \$49,450,000        |                      |

However, Utah law clearly specifies that buy-in to excess capacity must be calculated based on the actual cost of constructing the roads and not on current costs. Therefore, the above cost of \$49,450,000 has been reduced to \$10,898,017 to reflect the actual cost of the roads at the time of construction. Further, the excess capacity represents only 28 percent (the ratio of excess capacity of 8,300 ADTs to total capacity of 30,000 ADTs) of the road costs, or \$3,015,118.

<sup>3</sup> ADTs are used to calculate excess capacity in the system; PM peak hour trips are used to calculate new construction needs. The ADTs used for excess capacity are later converted to PM peak hour trips in the calculation of impact fees.

## Identify the Anticipated Impact on System Improvements Required by the Anticipated Development Activity to Maintain the Established Level of Service for Each Public Facility and Demonstrate How the Anticipated Impacts are Reasonably Related to the New Development Activity

*Utah Code 11-36a-304(1)(b)(c)*

Syracuse City's Transportation IFFP identifies a total of 12 projects necessitated by new development at a total cost of \$62,980,000. However, four of the projects will be funded by UDOT and are therefore not eligible for impact fees. Of the remaining eight projects, two will share costs between the City and Wasatch Front Regional Council (WFRC). Therefore, Syracuse is responsible for only \$15,030,000 of the total new construction costs necessitated by new growth.

These are the projects identified in the IFFP as necessary to maintain a LOS C.

TABLE 5: SYRACUSE CITY PORTION OF NEW CONSTRUCTION COSTS

| Project      | Location                                                                | Total Price         | Funding Source | Syracuse City % | Syracuse City Total |
|--------------|-------------------------------------------------------------------------|---------------------|----------------|-----------------|---------------------|
| 1            | SR-193 Extension: 2000 West to 4000 West                                | \$21,690,000        | UDOT           | 0%              | \$0                 |
| 2            | 2500 West Extension: 700 South to SR-193                                | \$1,860,000         | City           | 8%              | \$160,000           |
| 4            | 450 South: 1550 West to 2000 West                                       | \$2,660,000         | City           | 25%             | \$670,000           |
| 5            | 1200 South: Extension to 3000 West                                      | \$820,000           | City           | 8%              | \$70,000            |
| 6            | Bluff Street Re-Route due to West Davis Corridor (New Portion)          | \$2,230,000         | UDOT           | 0%              | \$0                 |
| 12           | 500 West (3700 West Layton) Extension to 1700 South (Syracuse)          | \$1,030,000         | City/WFRC      | 8%              | \$80,000            |
| 14           | 1000 West: SR-193 to Bluff Street                                       | \$8,580,000         | City           | 100%            | \$8,580,000         |
| 15           | 2000 West: SR-193 to 1700 South                                         | \$9,340,000         | UDOT           | 0%              | \$0                 |
| 16           | 2000 West: 1700 South to 2700 South                                     | \$4,750,000         | City           | 100%            | \$4,750,000         |
| 19           | 1700 South: 3000 West to 2000 West                                      | \$5,410,000         | UDOT           | 0%              | \$0                 |
| 20           | Bluff Street & Gentile Street: 1000 West to 500 West (3700 West Layton) | \$4,230,000         | City/WFRC      | 8%              | \$340,000           |
| 21           | Roundabout: 3000 West & 700 South                                       | \$380,000           | City           | 100%            | \$380,000           |
| <b>TOTAL</b> |                                                                         | <b>\$62,980,000</b> |                |                 | <b>\$15,030,000</b> |

The total costs for which Syracuse City is responsible need to be further adjusted to reduce costs for pass-through trips which must be shared by the community as a whole. Finally, there will be excess

capacity on many of these roads in 2025; therefore, new development can only be expected to pay for the actual portion of the road needs that it generates and not for the excess capacity.

TABLE 6: SYRACUSE CITY PORTION OF NEW CONSTRUCTION COSTS ADJUSTED FOR PASS-THROUGH TRIPS AND EXCESS CAPACITY

| Project      | Location                                                                | Syracuse City Total | % Pass-Through Traffic | Syracuse Reduction Amount for Pass Through | Excess Capacity % | Syracuse Reduction Amount for Excess Capacity |
|--------------|-------------------------------------------------------------------------|---------------------|------------------------|--------------------------------------------|-------------------|-----------------------------------------------|
| 1            | SR-193 Extension: 2000 West to 4000 West                                | \$0                 | NA                     |                                            | NA                |                                               |
| 2            | 2500 West Extension: 700 South to SR-193                                | \$160,000           | 6%                     | \$150,400                                  | 68%               | \$48,128                                      |
| 4            | 450 South: 1550 West to 2000 West                                       | \$670,000           | 5%                     | \$636,500                                  | 71%               | \$184,585                                     |
| 5            | 1200 South: Extension to 3000 West                                      | \$70,000            | 11%                    | \$62,300                                   | 56%               | \$27,412                                      |
| 6            | Bluff Street Re-Route due to West Davis Corridor (New Portion)          | \$0                 | NA                     |                                            | NA                |                                               |
| 12           | 500 West (3700 West Layton) Extension to 1700 South (Syracuse)          | \$80,000            | 6%                     | \$75,200                                   | 51%               | \$36,848                                      |
| 14           | 1000 West: SR-193 to Bluff Street                                       | \$8,580,000         | 24%                    | \$6,520,800                                | 21%               | \$5,151,432                                   |
| 15           | 2000 West: SR-193 to 1700 South                                         | \$0                 |                        | \$0                                        | NA                |                                               |
| 16           | 2000 West: 1700 South to 2700 South                                     | \$4,750,000         | 18%                    | \$3,895,000                                | 18%               | \$3,193,900                                   |
| 19           | 1700 South: 3000 West to 2000 West                                      | \$0                 |                        | \$0                                        | NA                |                                               |
| 20           | Bluff Street & Gentile Street: 1000 West to 500 West (3700 West Layton) | \$340,000           | 27%                    | \$248,200                                  | 77%               | \$57,086                                      |
| 21           | Roundabout: 3000 West & 700 South                                       | \$380,000           | NA                     |                                            | NA                |                                               |
| <b>TOTAL</b> |                                                                         | <b>\$15,030,000</b> |                        | <b>\$11,588,400</b>                        |                   | <b>\$8,699,391</b>                            |

The total cost of \$8,699,391 attributable to new development between 2015 and 2025 must be shared proportionately between the additional PM peak hour trips projected for that time period. PM peak hour trip demand citywide is projected to grow from 26,300 PM peak hour trips in 2015 to 34,300 PM peak hour trips in 2025 – an increase of 8,000 PM peak hour trips over the 10-year period. While volume on the existing roads with excess capacity will actually decrease, volume will increase on new roads constructed. Therefore, the increased volume and capacity impacts need to be viewed as part of an overall system of roads.

TABLE 7: GROWTH IN PM PEAK HOUR TRIPS ON ROADS WITH NEW CONSTRUCTION COSTS

| Project | Location                                 | 2025 Capacity | 2025 Volume | Excess Capacity in 2025 |
|---------|------------------------------------------|---------------|-------------|-------------------------|
| 1       | SR-193 Extension: 2000 West to 4000 West | NA            | NA          | NA                      |

| Project      | Location                                                                | 2025 Capacity | 2025 Volume   | Excess Capacity in 2025 |
|--------------|-------------------------------------------------------------------------|---------------|---------------|-------------------------|
| 2            | 2500 West Extension: 700 South to SR-193                                | 5,000         | 1,600         | 3,400                   |
| 4            | 450 South: 1550 West to 2000 West                                       | 11,500        | 3,300         | 8,200                   |
| 5            | 1200 South: Extension to 3000 West                                      | 5,000         | 2,200         | 2,800                   |
| 6            | Bluff Street Re-Route due to West Davis Corridor (New Portion)          | NA            | NA            | NA                      |
| 12           | 500 West (3700 West Layton) Extension to 1700 South (Syracuse)          | 11,500        | 5,600         | 5,900                   |
| 14           | 1000 West: SR-193 to Bluff Street                                       | 11,500        | 9,100         | 2,400                   |
| 15           | 2000 West: SR-193 to 1700 South                                         | NA            | NA            | NA                      |
| 16           | 2000 West: 1700 South to 2700 South                                     | 11,500        | 9,400         | 2,100                   |
| 19           | 1700 South: 3000 West to 2000 West                                      | NA            | NA            | NA                      |
| 20           | Bluff Street & Gentile Street: 1000 West to 500 West (3700 West Layton) | 11,500        | 2,600         | 8,900                   |
| 21           | Roundabout: 3000 West & 700 South                                       | NA            | NA            | NA                      |
| <b>TOTAL</b> |                                                                         | <b>67,500</b> | <b>33,800</b> | <b>33,700</b>           |

### Estimate the Proportionate Share of (i) the Costs for Existing Capacity That Will Be Recouped; and (ii) The Costs of Impacts on System Improvements That Are Reasonably Related to the New Development Activity; and Identify How the Impact Fee was Calculated

*Utah Code 11-36a-304(1)(d)(e)*

The proportionate share analysis calculates the proportionate share of the buy-in costs associated with the excess capacity in the existing system that will be consumed as a result of new development activity, as well as the proportionate share of new construction costs necessitated by new development.

#### Buy-In Calculation for Excess Capacity

Specific roads, costs and additional trips were identified previously in this IFA. The proportionate share calculation simply takes the cost of the excess capacity that is consumed between 2015 and 2025 and proportionately shares that amount among the additional trips generated during that time period.

TABLE 8: PROPORTIONATE SHARE CALCULATION – BUY-IN TO EXCESS CAPACITY

| Category                               | Amount          |
|----------------------------------------|-----------------|
| Value of Existing Capacity \$2015      | \$49,450,000    |
| Construction Cost Deflator             | 22%             |
| Actual Cost Estimate                   | \$10,898,017    |
| Excess Capacity                        | 28%             |
| Value of Excess Capacity               | \$3,015,118     |
| Growth in PM Peak Hour Trips 2015-2025 | 8,000           |
| <b>Cost per PM Peak Hour Trip Cost</b> | <b>\$376.89</b> |

### New Construction Cost Calculation

In order to maintain its LOS C, Syracuse City will need to construct additional facilities, as identified previously. New construction costs are calculated as follows:

TABLE 9: PROPORTIONATE SHARE CALCULATION – NEW CONSTRUCTED COST OF NEW

| New Construction                                                                                                                  | Amount            |
|-----------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Cost of New Construction Attributable to Syracuse Growth from 2015 to 2025 - Reduced for Pass-Through Traffic and Excess Capacity | \$8,699,391       |
| PM Peak Hour Trips 2015                                                                                                           | 26,300            |
| PM Peak Hour Trips 2025                                                                                                           | 34,300            |
| PM Peak Hour Trip Growth 2015-2040                                                                                                | 8,000             |
| <b>Cost per PM Peak Hour Trip Cost</b>                                                                                            | <b>\$1,087.42</b> |

### Other Cost Calculations

Utah law allows for the cost of developing the Impact Fee Facility Plan and Impact Fee Analysis to be included in the calculation of impact fees. These costs are then shared proportionately among the additional trips generated between 2015 and 2025.

TABLE 10: PROPORTIONATE SHARE CALCULATION – CONSULTING COSTS

| Consulting Costs                             | Amount        |
|----------------------------------------------|---------------|
| Horrocks - IFFP                              | \$3,330.00    |
| ZBPF - IFA (est.)                            | \$5,000.00    |
| PM Peak Hour Trip Growth 2015-2025           | 8,000         |
| <b>Consultant Cost per PM Peak Hour Trip</b> | <b>\$1.04</b> |

Syracuse City also has an impact fee fund balance of \$124,314.78 as of June 2015. These funds can be used to offset the costs of new construction associated with the impact fee calculations shown above.

TABLE 11: IMPACT FEE CREDITS FOR FUND BALANCE

| Category                                               | Amount       |
|--------------------------------------------------------|--------------|
| Roadway Impact Fee Fund Balance as of January 31, 2015 | \$124,314.78 |

| Category                         | Amount          |
|----------------------------------|-----------------|
| Total Trips 2015-2025            | 14,800          |
| <b>Impact Fee Credit per ADT</b> | <b>(\$8.40)</b> |

## Summary of Impact Fees

TABLE 12: SUMMARY OF GROSS IMPACT FEE

| Summary of Cost per PM Peak Hour Trip | Amount            |
|---------------------------------------|-------------------|
| Buy-In to Excess Capacity             | \$376.89          |
| New Construction                      | \$1,087.42        |
| Consultant cost                       | \$1.04            |
| Fund Balance Credit                   | (\$8.40)          |
| <b>Cost per PM Peak Hour Trip</b>     | <b>\$1,456.96</b> |

The total cost per trip is then applied to the daily PM peak hour trips generated by various land use types. The more trips that are associated with a particular land use or development, the greater its impact on the street system.

The IFFP explains that trips generated need to be divided by two in order to avoid double-counting such as when a person leaves home and goes to work.

“There is a minor discrepancy in the way ITE calculates trips and the way trips or roadway volumes are calculated in the travel demand modeling used in the Syracuse TMP. This discrepancy is explained by the model roadway volumes and capacities being calculated using daily traffic volumes rather than trips on the roadway. Essentially this means that a travel demand model “trip” or unit of volume is counted once as a vehicle leaves home, travels on the road network and then arrives at work. This vehicle will only be counted as it travels on the roadway network. The ITE Trip Generation method uses driveway counts as its measure of a trip. Therefore, a vehicle making the same journey will be counted once as it leaves home and once again as it arrives at work for a total of two trips. This can be rectified simply by adjusting the ITE Trip Generation rates by one-half.”<sup>4</sup>

This adjustment by 50 percent has been made in the calculation of impact fees shown below. The fees have been further adjusted to account for pass-by trips. Pass-by trips occur when multiple stops are made, such as leaving home for work in the morning and stopping along the way to get gas and buy a doughnut. The pass-by trip reduction factors are taken directly from the Institute of Transportation Engineers’ Trip Generation Manual, 10<sup>th</sup> ed.

TABLE 13: SUMMARY OF GROSS IMPACT FEE

| Category              | Units; Per                     | ITE Trips | Pass-By | Adjusted Trips | Maximum Fee PM Peak Fee |
|-----------------------|--------------------------------|-----------|---------|----------------|-------------------------|
| 130 - Industrial Park | 1000 Sq. Feet Gross Floor Area | 0.85      |         | 0.43           | \$619.21                |

<sup>4</sup> Horrocks, Impact Fee Facilities Plan, p. 43

| Category                                                         | Units; Per                          | ITE Trips | Pass-By | Adjusted Trips | Maximum Fee PM Peak Fee |
|------------------------------------------------------------------|-------------------------------------|-----------|---------|----------------|-------------------------|
| 140 - General Manufacturing *                                    | 1000 Sq. Feet Gross Floor Area      | 0.73      |         | 0.37           | \$531.79                |
| 151 - Storage Units                                              | 1000 Sq. Feet Rentable Storage Area | 0.26      |         | 0.13           | \$189.40                |
| 152 - Warehouse / Distribution Center                            | 1000 Sq. Feet Gross Floor Area      | 0.12      |         | 0.06           | \$87.42                 |
| 210 - Single-Family Detached Housing                             | Dwelling Unit                       | 1.00      |         | 0.50           | \$728.48                |
| 220 - Multi-Family / Apartment (Greater than 4 Units)            | Dwelling Unit                       | 0.62      |         | 0.31           | \$451.66                |
| 230 - Multi-Family / Condo, Townhouse, Duplex, Triplex, Quadplex | Dwelling Unit                       | 0.52      |         | 0.26           | \$378.81                |
| 240 - Mobile Home / RV Park                                      | Dwelling Lot                        | 0.59      |         | 0.30           | \$429.80                |
| 254 - Assisted Living Center                                     | Bed                                 | 0.22      |         | 0.11           | \$160.27                |
| 310 - Hotel                                                      | Room                                | 0.60      |         | 0.30           | \$437.09                |
| 444 - Movie Theatre < 10 Screens                                 | 1000 Sq. Feet Gross Floor Area      | 3.80      |         | 1.90           | \$2,768.21              |
| 445 - Movie Theatre > 10 Screens                                 | 1000 Sq. Feet Gross Floor Area      | 4.91      |         | 2.46           | \$3,576.83              |
| 492 - Health/Fitness Club                                        | 1000 Sq. Feet Gross Floor Area      | 3.53      |         | 1.77           | \$2,571.53              |
| 520 - Elementary School                                          | 1000 Sq. Feet Gross Floor Area      | 1.21      |         | 0.61           | \$881.46                |
| 522 - Middle School / Junior High School                         | 1000 Sq. Feet Gross Floor Area      | 1.19      |         | 0.60           | \$866.89                |
| 530 - High School                                                | 1000 Sq. Feet Gross Floor Area      | 0.97      |         | 0.49           | \$706.62                |
| 534 - Private School (K-8)                                       | 1000 Sq. Feet Gross Floor Area      | 0.60      |         | 0.30           | \$437.09                |
| 560 - Church                                                     | 1000 Sq. Feet Gross Floor Area      | 0.55      |         | 0.28           | \$400.66                |
| 565 - Day Care Center                                            | 1000 Sq. Feet Gross Floor Area      | 12.34     |         | 6.17           | \$8,989.41              |
| 590 - Library                                                    | 1000 Sq. Feet Gross Floor Area      | 7.30      |         | 3.65           | \$5,317.89              |
| 610 - Hospital                                                   | 1000 Sq. Feet Gross Floor Area      | 0.93      |         | 0.47           | \$677.48                |
| 710 - General Office Building                                    | 1000 Sq. Feet Gross Floor Area      | 1.49      |         | 0.75           | \$1,085.43              |
| 720 - Medical-Dental Office Building                             | 1000 Sq. Feet Gross Floor Area      | 3.57      |         | 1.79           | \$2,600.67              |
| 770 - Business Park                                              | 1000 Sq. Feet Gross Floor Area      | 1.26      |         | 0.63           | \$917.88                |
| 812 - Building Materials and Lumber Store                        | 1000 Sq. Feet Gross Floor Area      | 4.49      |         | 2.25           | \$3,270.86              |

| Category                                              | Units; Per                                 | ITE Trips | Pass-By | Adjusted Trips | Maximum Fee PM Peak Fee |
|-------------------------------------------------------|--------------------------------------------|-----------|---------|----------------|-------------------------|
| 817 - Nursery (Garden Center)                         | 1000 Sq. Feet Gross Floor Area             | 6.94      |         | 3.47           | \$5,055.63              |
| 820 - Shopping Center / Strip Mall                    | 1000 Sq. Feet Gross Leasable Area          | 3.71      | 34%     | 1.22           | \$1,783.75              |
| 826 - Specialty Retail Center                         | 1000 Sq. Feet Gross Leasable Area          | 2.71      |         | 1.36           | \$1,974.17              |
| 841 - Automobile Car Sales                            | 1000 Sq. Feet Gross Floor Area             | 5.98      |         | 2.99           | \$4,356.30              |
| 848 - Tire Store                                      | 1000 Sq. Feet Gross Floor Area             | 4.15      | 28%     | 1.49           | \$2,176.69              |
| 850 - Supermarket                                     | 1000 Sq. Feet Gross Floor Area             | 9.48      | 36%     | 3.03           | \$4,419.82              |
| 851 - Convenience Store                               | 1000 Sq. Feet Gross Floor Area             | 52.41     | 61%     | 10.22          | \$14,890.01             |
| 912 - Bank / Financial Institution                    | 1000 Sq. Feet Gross Floor Area             | 24.30     | 47%     | 6.44           | \$9,382.06              |
| 918 - Hair / Nails / Massage / Beauty Salon / Day Spa | 1000 Sq. Feet Gross Floor Area             | 1.45      |         | 0.73           | \$1,056.29              |
| 932 - Restaurant, Sit-Down                            | 1000 Sq. Feet Gross Floor Area             | 9.85      | 44%     | 2.76           | \$4,018.28              |
| 933 - Fast Food without Drive-Through Window          | 1000 Sq. Feet Gross Floor Area             | 26.15     | 43%     | 7.45           | \$10,858.32             |
| 934 - Restaurant with Drive-Through Window            | 1000 Sq. Feet Gross Floor Area             | 32.65     | 50%     | 8.16           | \$11,892.40             |
| 942 - Auto Care Center                                | 1000 Sq. Feet Occupied Gross Leasable Area | 3.11      |         | 1.56           | \$2,265.57              |
| 944 - Gasoline/Service Station                        | Fueling Position                           | 13.87     | 42%     | 4.02           | \$5,860.31              |
| 945 - Gasoline/Service Station with Convenience Store | 1000 Sq. Feet Gross Floor Area             | 97.47     | 56%     | 21.44          | \$31,242.07             |
| 947 - Self Service Car Wash                           | Wash Stall                                 | 5.54      |         | 2.77           | \$4,035.77              |
| 948 - Automated Car Wash                              | 1000 Sq. Feet Gross Floor Area             | 14.12     |         | 7.06           | \$10,286.10             |

## Calculation of Credits

There is no general obligation or revenue bond outstanding debt on the roadway system and therefore no credits have been applied.

The City may choose to credit certain development types, including affordable housing, but these credits are at the discretion of the City. Further, a City may choose to allow a developer to put in a transportation facility listed in the IFFP and reduce impact fees accordingly. Again, this is at the discretion of the City.

## Certification

Zions Bank Public Finance certifies that the attached impact fee analysis:

1. Includes only the costs of public facilities that are:
  - a. allowed under the Impact Fees Act; and
  - b. actually incurred; or
  - c. projected to be incurred or encumbered within six years after the day on which each impact fee is paid;
2. Does not include:
  - a. costs of operation and maintenance of public facilities;
  - b. costs for qualifying public facilities that will raise the level of service for the facilities, through impact fees, above the level of service that is supported by existing residents; or
  - c. an expense for overhead, unless the expense is calculated pursuant to a methodology that is consistent with generally accepted cost accounting practices and the methodological standards set forth by the federal Office of Management and Budget for federal grant reimbursement;
3. Offsets costs with grants or other alternate sources of payment; and
4. Complies in each and every relevant respect with the Impact Fees Act.



# COUNCIL AGENDA

July 9, 2019

Agenda Item “i”                      Discussion regarding City Council Rules of Order and Procedure.

## ***Factual Summation***

- Given the practice over the last several months of scheduling work sessions on the second Tuesday of the month and holding special meetings following an extended work session meeting on the fourth Tuesday of the month, staff has wondered if it may be appropriate to amend the City Council Rules of Order and Procedure document to reflect this practice. The current language of the Rules document reads as follows:

### **4. MEETINGS.**

- A. Place.** All meetings of the City Council shall be held in the City Council Chambers of City Hall, 1979 W. 1900 S., Syracuse, Utah, or at such other place as the Syracuse City Council may designate.
- B. Business Meetings.** Business meetings of the City Council shall be held on the second Tuesday of each month beginning at 7:00 p.m.
- C. Work Sessions.** Work sessions may be held on the fourth Tuesday of each month beginning at 6:00 p.m. Work sessions are informal in nature and designed to facilitate open discussion and problem-solving among participants. The Mayor facilitates discussion and recognizes speakers, such as City staff, consultants, and members of the public who have been invited to provide input to the Council.
- D. Special Meetings.** Special meetings may be ordered by the Mayor or by any two (2) members of the Council if the business of the City requires it. Special Council meetings shall be properly noticed at least 24 hours in advance of the meeting.

- Additionally, during the last City Council business meeting, Councilmember Maughan asked for an agenda item to allow for discussion of the practice of setting time limits for agenda items and the process for varying from those time

limits. Staff felt that it may be appropriate to address this issue in conjunction with review of the Rules document. If the Council chooses to support continuing the practice of setting time limits for agenda items, perhaps some language could be included in the Rules document for reference. As requested, City Attorney Roberts has provided a legal opinion regarding whether setting time limits and limiting discussion of Council matters is legal. That memo has been uploaded separately in Dropbox in accordance with attorney-client privilege.