



SYRACUSE CITY

Syracuse City Council Work Session ****AMENDED NOTICE****
December 10, 2019 – immediately following the City Council and
Redevelopment Agency (RDA) Business Meetings,
which begin at 6:00 p.m.

City Council Conference Room
Municipal Building, 1979 W. 1900 S.

- a. Meeting called to order.
- b. Consideration of economic development incentive for Gateway Officer/Warehouse project. (10 min.) *Council discussion, if necessary, will commence with Councilmember Savage.*
- c. Discussion of Right-Of-Way Interlocal Agreement with UTOPIA fiber. (20 min.) *Council discussion, if necessary, will commence with Councilmember Bingham.*
- d. ~~Proposed zoning map amendment for property located at approximately 1000 W. 1900 S., 3.081 acres, Agricultural (A-1) to Planned Residential Development (PRD). (10 min.)~~ *Council discussion, if necessary, will commence with Councilmember Bolduc.*
- e. Proposed zoning map amendment for property located at approximately 1650 South Banbury Drive, 1.28 acres, General Commercial (GC) to Planned Residential Development (PRD). (10 min.) *Council discussion, if necessary, will commence with Councilmember Maughan.*
- f. Final Subdivision Plat, The Fields Phase Three, located at approximately 2700 West Gentile Street. (5 min.) *Council discussion, if necessary, will commence with Councilmember Peterson.*
- g. Final Subdivision Plat, Edgewater Park Phases One and Two, located at approximately 2980 South Bluff Road. *Council discussion, if necessary, will commence with Councilmember Savage.*
- h. Proposed Zone Text Amendment relating to the minimum property size for a Planned Residential Development (PRD). (10 min.) *Council discussion, if necessary, will commence with Councilmember Bingham.*
- i. Recommendation from Planning Commission to amend Syracuse City Code section 10.30.020 (B) pertaining to building materials. (10 min.) *Council discussion, if necessary, will commence with Councilmember Bolduc.*
- j. Introduction of Americans with Disabilities Act (ADA) Transition Plan for first read. (5 min.) *Council discussion, if necessary, will commence with Councilmember Maughan.*
- k. Proposed rewrite of Syracuse City Ordinances governing alcoholic beverage sales. (10 min.) *Council discussion, if necessary, will commence with Councilmember Peterson.*
- l. Continued discussion regarding accepting District Three water shares for development within Syracuse City. (15 min.) *Council discussion, if necessary, will commence with Councilmember Savage.*
- m. ****Discussion of Syracuse City General Plan. (10 min.)** *Council discussion, if necessary, will commence with Councilmember Bingham.***
- n. Adjourn.

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

### CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and agenda was posted within the Syracuse City limits on this 6<sup>th</sup> day of December, 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 December 6, 2019.

CASSIE Z. BROWN, MMC  
SYRACUSE CITY RECORDER

*Out of courtesy for those in attendance at the meeting, please silence or power-off your cell phone.  
Public WiFi connectivity – Network: Public-wireless. Password: iamaguest*



# COUNCIL AGENDA

December 10, 2019

## Agenda Item "b"

## RDA Incentive - Gateway Office/Warehouse

### *Factual Summation*

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

### *Summary*

Property owner Mark Thayne with Trico holdings has approached the city requesting RDA funds to assist in improving some land he owns on the east end of the city located approximately Bluff Ridge Dr and Antelope Drive. He owns the Pizza Factory building, the Gateway Storage units, the Flipside Tumbling building, the steel building with Barragan Tire, the vacant land on the corner, and the vacant land south of the pizza factory. Please refer to the attached map. The property is part of the 750 W RDA.

He proposes to build two office/warehouse buildings on the vacant land south of Pizza Factory. The buildings would be built with the long edge facing Antelope Drive for good visibility. The concept plans are attached to the packet for reference. The northernmost proposed building would be approximately 22,000 sf with 7 units at 3,085 sf each. Each unit would have its own front door leading to an office area with space for a mezzanine and a garage door in back leading to warehousing/ shop area. The southernmost building is imagined to be 29,400 sf with 8 units for businesses. There, each unit would feature an entrance and a front facing garage door. The rear edge of the south building would feature about 7,500 sf of storage units divided into about 50 units (10x15).

The two proposed buildings would total a combined 51,400 square feet with an estimated assessed value of \$5,645,000. The new buildings would add approximately \$36,059 dollars in property tax to the RDA per year. Assuming a building completion in 2020, there would be another 10 years left in the RDA. During that time, the buildings would generate approximately \$360,589.

The RDA could offer one or all three of the following incentive ideas. The standard incentive is a property tax rebate which would return 100% or less of what the project would generate back to the developer on an annual basis. See numbers above.

### ***Summary Cont.***

Another idea is to offer a tenant incentive program that would lower lease rates for companies, attracting companies to lease the space. This has been done with success recently in the Antelope Business Park. For example, a company that qualifies could receive up to .15 cents off per square foot off the monthly lease payment paid out once per year. To qualify, the company would have to have a certain number of employees, commit to a certain number of years lease, and pay their employees a certain amount. For example, if a company leasing a 3,085 sf unit at \$0.75 per month pays \$2,313 qualifies for the program, they could reduce their lease payment by up to .15 which takes it to .60/sf resulting in a \$1,851 monthly payment, which is a savings of \$462 per month. That comes to \$5,553 savings per year, with 15 units it could be \$83,295 per year, extend that for 5 years, that could be a total of \$416,475. Granted, not every company will qualify, but it could help fill up the space.

Also, a zero or no interest loan program could be offered to the developer to improve the quality of development design and materials. Currently there is over \$900,000 dollars in the 750 W RDA.

This project has the potential to create spaces for small businesses to locate and expand. It could add to the lunch crowd at pizza factory resulting in increased sales tax. It could also generate increased property taxes above what storage units would, which are an allowed use in the industrial zone and the land is already zoned Industrial.

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

Review the incentive options and provide input as to which, if any, incentive option(s) are preferred. Direct staff as to what the incentive agreement should include and decide when/if the item should be returned to the agenda for further discussion or a vote to adopt.



# GA|EWAY S|ORAGE & OFFICE

**ANTELOPE DRIVE**

**FUTURE BUILDING**

**FUTURE BUILDING**

**EXIST RESTAURANT**

**LANDSCAPING**

**POTENTIAL CAR LOT**

**EXIST BUILDING**

**PROPOSED DETENTION BASIN**

**EXIST FIRE HYDRANT**

**EXIST WATER VALVE**

**EXIST CULINARY WATER STUB FIELD VERIFY**

**EXIST BUILDING**

**700 WEST STREET**

**DETENTION AREA**

**EXIST SAN SWR LINE**

**EXIST SSMH**

**EXIST SAN SWR LATERAL TO BE RELOCATED**

**RELOCATED SAN SWR LATERAL**

**34 PARKING STALLS**

**INSTALL SSCO**

**PROPOSED FLEX OFFICE AND WAREHOUSE BUILDING**

**60' 0"**

**18' 0"**

**3' 0"**

**6' 0"**

**10' 0"**

**13 PARKING STALLS**

**26' 0"**

**30' 0"**

**30' 0"**

**26' 0"**

**5' 0"**

**26' 0"**

**FUTURE ACCESS**

**FUTURE INDUSTRIAL PAD**

**PROPOSED STORAGE / FLEX SPACE BUILDING**

**20' 0"**

**40' 0"**

**60' 0"**

**30' 0"**

**30' 0"**

**EXIST STORAGE BUILDING**

**EXIST STORAGE BUILDING**

**EXIST STORAGE BUILDING**

**EXIST STORAGE BUILDING**

**22' 3"**

**22' 3"**

**INSTALL GATE**

**FUTURE FENCE AND GATE**

**STORAGE/PARKING**

**NORTH**

**HORIZONTAL GRAPHIC SCALE**

**HWL=4327.75**

**HWL=4330.50**

**HWL=4331.00**

**HWL=4332.50**

**HWL=4332.00**

**HWL=4334.00**

**40 0 20 40**

**(IN FEET)**

1 OF 1

| Gateway Area Owned by Mark Thayne |                 |                             |       |                 |                 |              |          |                 |                   |                         |                |          |  |
|-----------------------------------|-----------------|-----------------------------|-------|-----------------|-----------------|--------------|----------|-----------------|-------------------|-------------------------|----------------|----------|--|
| Parcel                            | Improved? (y/n) | alias                       | Acres | owner           | 2019 value      | 2019 taxes   | Percent  | To Agency (75%) | To Entities (25%) | Square feet of building | Value per sqft | Material |  |
| 12-079-0145                       | y               | barragan                    | 0.48  | Surview         | \$ 450,000.00   | \$ 5,699.25  | 0.012665 | \$ 4,274.44     | \$ 1,424.81       | 7,500                   | \$ 60.00       | metal    |  |
| 12-730-0002                       | y               | south gateway storage       | 3.77  | Gateway Storage | \$ 3,147,080.00 | \$ 39,042.76 | 0.012406 | \$ 29,282.07    | \$ 9,760.69       | 31,395                  | \$ 100.24      | metal    |  |
| 12-730-0003 or 12-738-003?        | y               | north gateway storage strip | 0.97  | Gateway Storage | \$ 1,370,000.00 | \$ 17,351.05 | 0.012665 | \$ 13,013.29    | \$ 4,337.76       | 13,325                  | \$ 102.81      | metal    |  |
| 12-738-0001                       | y               | Tumbling                    | 0.63  | Trico           | \$ 985,000.00   | \$ 12,475.03 | 0.012665 | \$ 9,356.27     | \$ 3,118.76       | 10,056                  | \$ 97.95       | block    |  |
| 12-738-0001                       | y               | Pizza                       | 0.72  | Trico           | \$ 1,245,000.00 | \$ 15,767.93 | 0.012665 | \$ 11,825.95    | \$ 3,941.98       | 5,330                   | \$ 233.58      | stucco   |  |
| 12-738-0002                       | n               | vacant behind pizza         | 2.72  | Trico           | \$ 1,266,721.00 | \$ 16,043.02 | 0.012665 | \$ 12,032.27    | \$ 4,010.76       | n/a                     | n/a            | n/a      |  |
| 12-738-0004                       | n               | corner'                     | 0.81  | Trico           | \$ 436,352.00   | \$ 5,526.44  | 0.012665 | \$ 4,144.83     | \$ 1,381.61       | n/a                     | n/a            | n/a      |  |
| 12-738-0005                       | n               | east little triangle        | 0.30  | Trico           | \$ 72,842.00    | \$ 922.54    | 0.012665 | \$ 691.91       | \$ 230.64         | n/a                     | n/a            | n/a      |  |
| TOTAL                             |                 |                             |       |                 |                 |              |          | \$ 84,621.02    | \$ 28,207.01      | n/a                     | n/a            | n/a      |  |

| Clearfield Business Park       |                 |             |       |       |                 |              |          |                 |                  |                         |                |          |  |
|--------------------------------|-----------------|-------------|-------|-------|-----------------|--------------|----------|-----------------|------------------|-------------------------|----------------|----------|--|
| office/warehouse behind subway |                 |             |       |       |                 |              |          |                 |                  |                         |                |          |  |
| Parcel                         | Improved? (y/n) | alias       | Acres | owner | 2019 value      | 2019 taxes   | Percent  | To Agency (75%) | To Entities(25%) | Square feet of building | Value per sqft | Material |  |
| 12-913-0001                    |                 | Unit 1      |       |       | \$ 207,000.00   | \$ 2,835.44  | 0.013698 |                 |                  | 1825                    | \$ 113.42      |          |  |
| 12-913-0002                    |                 | Unit 2      |       |       | \$ 191,000.00   | \$ 2,616.32  | 0.013698 |                 |                  | 1825                    | \$ 104.66      |          |  |
| 12-913-0003                    |                 | Unit 3      |       |       | \$ 191,000.00   | \$ 2,616.32  | 0.013698 |                 |                  | 1825                    | \$ 104.66      |          |  |
| 12-913-0004                    |                 | Unit 4      |       |       | \$ 191,000.00   | \$ 2,616.32  | 0.013698 |                 |                  | 1825                    | \$ 104.66      |          |  |
| 12-913-0005                    |                 | Unit 5      |       |       | \$ 191,000.00   | \$ 2,616.32  | 0.013698 |                 |                  | 1825                    | \$ 104.66      |          |  |
| 12-913-0006                    |                 | Unit 6      |       |       | \$ 191,000.00   | \$ 2,616.32  | 0.013698 |                 |                  | 1825                    | \$ 104.66      |          |  |
| 12-913-0007                    |                 | Unit 7      |       |       | \$ 191,000.00   | \$ 2,616.32  | 0.013698 |                 |                  | 1825                    | \$ 104.66      |          |  |
| 12-913-0008                    |                 | Unit 8      |       |       | \$ 191,000.00   | \$ 2,616.32  | 0.013698 |                 |                  | 1825                    | \$ 104.66      |          |  |
| 12-913-0009                    |                 | Unit 9      |       |       | \$ 191,000.00   | \$ 2,616.32  | 0.013698 |                 |                  | 1825                    | \$ 104.66      |          |  |
| 12-913-0010                    |                 | Unit 10     |       |       | \$ 200,000.00   | \$ 2,739.60  | 0.013698 |                 |                  | 1825                    | \$ 109.59      |          |  |
| 12-913-0011                    |                 | Unit 11     |       |       | \$ 200,000.00   | \$ 2,739.60  | 0.013698 |                 |                  | 1825                    | \$ 109.59      |          |  |
| 12-913-0012                    |                 | Unit 12     |       |       | \$ 207,000.00   | \$ 2,835.44  | 0.013698 |                 |                  | 1825                    | \$ 113.42      |          |  |
| 12-913-0013                    |                 | parking lot | 0.81  |       | \$ 249,990.00   | \$ 0         |          |                 |                  |                         |                |          |  |
| TOTAL                          |                 |             |       |       | \$ 2,591,990.00 | \$ 32,080.64 |          |                 |                  | 21,900                  | \$ 118.36      |          |  |

Parcel 12-738-0002  
Acres 2.72  
owner Trico

|                              | Square feet of building | Value per sqft | Material | Valuation    |
|------------------------------|-------------------------|----------------|----------|--------------|
| Proposed Building 1          | 22,000                  | 113 stucco     | \$       | 2,486,000.00 |
| Proposed Building 2 - flex   | 21,900                  | 110 stucco     | \$       | 2,409,000.00 |
| Proposed Building 2 -storage | 7,500                   | 100 steel      | \$       | 750,000.00   |
| TOTAL                        | \$ 51,400.00            |                | \$       | 5,645,000.00 |

| YEAR                                                                                  | Scenario 1 - no build |           |          |                 |                   | source |
|---------------------------------------------------------------------------------------|-----------------------|-----------|----------|-----------------|-------------------|--------|
|                                                                                       | Assessed value        | Taxes Due | Tax Rate | To Agency (75%) | To Entities (25%) |        |
| 2003 \$ 331,927.00 \$ 4,393.05 0.013234988 \$ 3,294.79 \$ 1,098.26 unknown            |                       |           |          |                 |                   |        |
| 2004 \$ 331,927.00 \$ 4,393.05 0.013234988 \$ 3,294.79 \$ 1,098.26 unknown            |                       |           |          |                 |                   |        |
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| 2006 \$ 331,927.00 \$ 4,393.05 0.013234988 \$ 3,294.79 \$ 1,098.26 unknown            |                       |           |          |                 |                   |        |
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| 2010 \$ 331,927.00 \$ 4,393.05 0.013234988 \$ 3,294.79 \$ 1,098.26 county records     |                       |           |          |                 |                   |        |
| 2011 \$ 331,927.00 \$ 4,881.31 0.014705975 \$ 3,660.98 \$ 1,220.33 county records     |                       |           |          |                 |                   |        |
| 2012 \$ 331,927.00 \$ 4,936.75 0.014872999 \$ 3,702.56 \$ 1,234.19 county records     |                       |           |          |                 |                   |        |
| 2013 \$ 331,927.00 \$ 4,831.20 0.014555008 \$ 3,623.40 \$ 1,207.80 county records     |                       |           |          |                 |                   |        |
| 2014 \$ 331,927.00 \$ 4,576.61 0.013788002 \$ 3,432.46 \$ 1,144.15 county records     |                       |           |          |                 |                   |        |
| 2015 \$ 331,927.00 \$ 4,663.91 0.014051011 \$ 3,497.93 \$ 1,165.98 county records     |                       |           |          |                 |                   |        |
| 2016 \$ 331,927.00 \$ 4,441.85 0.013382009 \$ 3,331.39 \$ 1,110.46 county records     |                       |           |          |                 |                   |        |
| 2017 \$ 331,927.00 \$ 4,303.10 0.012963995 \$ 3,227.33 \$ 1,075.78 county records     |                       |           |          |                 |                   |        |
| 2018 \$ 1,266,721.00 \$ 16,163.36 0.012760000 \$ 12,122.52 \$ 4,040.84 county records |                       |           |          |                 |                   |        |
| 2019 \$ 1,266,721.00 \$ 16,043.02 0.012664999 \$ 12,032.27 \$ 4,010.76 county records |                       |           |          |                 |                   |        |
| 2020 \$ 1,266,721.00 \$ 16,043.02 0.011359000 \$ 12,032.27 \$ 4,010.76 future         |                       |           |          |                 |                   |        |
| 2021 \$ 1,266,721.00 \$ 16,043.02 0.011359000 \$ 12,032.27 \$ 4,010.76 future         |                       |           |          |                 |                   |        |
| TOTAL \$ 292,501.75 \$ 203,333.29 \$ 89,168.46                                        |                       |           |          |                 |                   |        |

up to this point \$ 74,989.13 \$ 24,996.38

| YEAR                                                                                  | Scenario 1 - build |           |          |                 |                   | source |
|---------------------------------------------------------------------------------------|--------------------|-----------|----------|-----------------|-------------------|--------|
|                                                                                       | Assessed value     | Taxes Due | Tax Rate | To Agency (75%) | To Entities (25%) |        |
| 2003 \$ 331,927.00 \$ 4,393.05 0.013234988 \$ 3,294.79 \$ 1,098.26 unknown            |                    |           |          |                 |                   |        |
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| 2020 \$ 1,266,721.00 \$ 16,043.02 0.011359000 \$ 12,032.27 \$ 4,010.76 future         |                    |           |          |                 |                   |        |
| 2021 \$ 1,266,721.00 \$ 16,043.02 0.011359000 \$ 12,032.27 \$ 4,010.76 future         |                    |           |          |                 |                   |        |
| TOTAL \$ 773,287.10 \$ 515,843.77 \$ 257,443.33                                       |                    |           |          |                 |                   |        |

Difference between build/ no build annual \$ 32,852.82 \$ 15,225.71  
Difference between build/ no build lifetime \$ 312,510.48 \$ 168,274.87

| YEAR                                                                                  | Scenario 1 - build |           |          |                 |                   | source |
|---------------------------------------------------------------------------------------|--------------------|-----------|----------|-----------------|-------------------|--------|
|                                                                                       | Assessed value     | Taxes Due | Tax Rate | To Agency (75%) | To Entities (25%) |        |
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| 2021 \$ 1,266,721.00 \$ 16,043.02 0.011359000 \$ 12,032.27 \$ 4,010.76 future         |                    |           |          |                 |                   |        |
| TOTAL \$ 773,287.10 \$ 515,843.77 \$ 257,443.33                                       |                    |           |          |                 |                   |        |

| YEAR | Scenario 1 - build | | | | | source |
| --- | --- | --- | --- | --- | --- | --- |
| Assessed value | Taxes Due | Tax Rate | To Agency (75%) | To Entities (25%) |
</tbl\_info

Example: Rear Loaded



## Example: Rear Loaded



Example: FrontLoaded

# CLEARFIELD BUSINESS PARK

939 WEST 1600 SOUTH CLEARFIELD, UTAH

FOR SALE OR LEASE

PRICE REDUCED



Ryan Flint SIOR  
+1 801 814 9632  
ryan.flint@colliers.com

Rand Sargent  
+1 801 989 1600  
rand.sargent@colliers.com

**RE/MAX**  
COMMERCIAL®

Bill DeWaal  
+1 801 910 0594  
bill@remaxutahcre.com

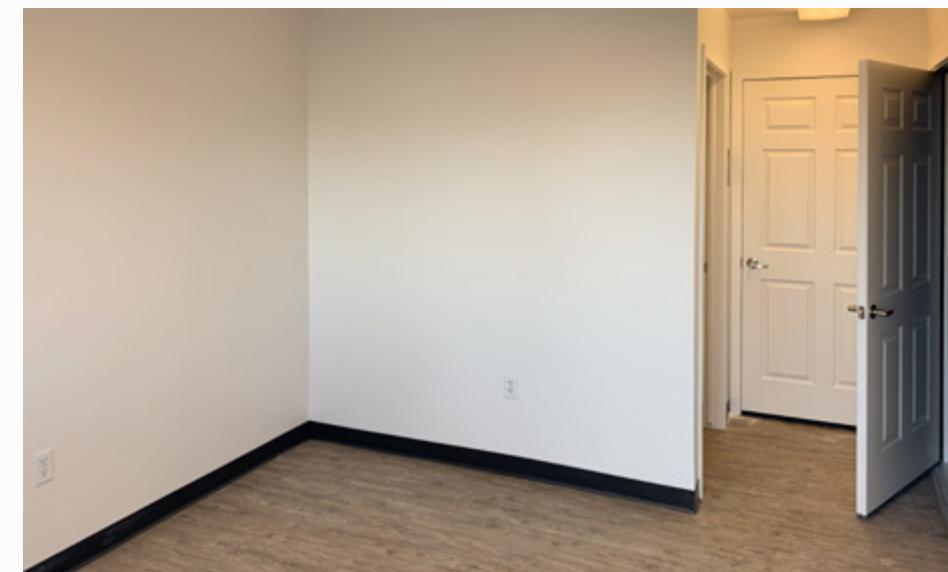
BEGIN 

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## PROPERTY INFORMATION:

- REDUCED PRICE: \$207,000- \$199,000
- Call for Lease Rates
- Each Unit is Condominiumized
- Monthly HOA
- Single Phase Power Throughout
- 1,800 SF Units
- One Office / One Bathroom per unit
- One 10'x14' Ground Level Door per unit

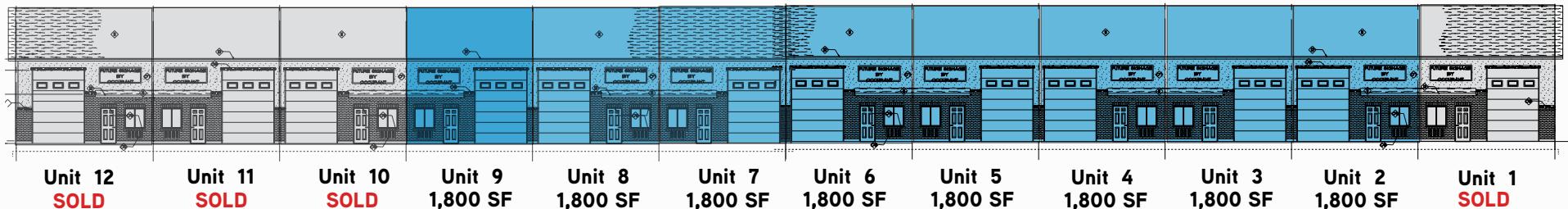


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PLANS

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# COUNCIL AGENDA

## December 10, 2019

Agenda Item “c”

Discussion of Right of Way Interlocal  
Agreement with UTOPIA

### *Factual Summation*

- Any question regarding this agenda item may be directed at City Manager Brody Bovero.
- Please see attached draft interlocal agreement with UTOPIA.
- In January 2018, UTOPIA offered two models of service in Syracuse City. One being a partnership with the City to provide high-speed fiber service to every home and business. The other model being a simple franchise agreement whereby UTOPIA could, at their discretion, compete as a data provider in Syracuse City along with other similar providers. At that time, the City Council decided the latter option.
- Since that time, UTOPIA has been in discussion and contracted with the City to provide high-speed fiber to the City Hall campus. That agreement was approved by the Council last summer.
- At this time, the City will consider the following terms of an interlocal agreement with UTOPIA to allow them to utilize City rights of way to install high-speed fiber service in the City where they see fit.
- The general terms of the interlocal agreement are as follows:
  - The initial term of the agreement is for 15 years. Unless terminated by either party, it will automatically extend one year at each anniversary date, up until a total of 50 years.
  - Syracuse City grants a license to UTOPIA to install, maintain, and access their facilities within City rights of way.
  - UTOPIA will comply with all City construction standards, processes, and permitting for installation and maintenance of these facilities.

- Whenever UTOPIA installs Facilities within 1,500 feet of the properties outlined in Exhibit A (City Properties), UTOPIA will provide a dedicated access point near the vehicular access point to that City Property, for the purposes of possible future access and potential private network for the City. The City's utilization of UTOPIA's services, if applicable, would be outlined in a separate contract.
- The second model is a partnership with the City whereby UTOPIA fronts the cost to bring high-speed fiber to every household. The payback occurs as residents choose to sign up. A certain percentage of homes would need to sign up in order for UTOPIA to achieve a return on investment. The City, in this model, would guarantee the difference if there was an insufficient number of homes that signed up. The estimated number of homes needed to cover the investment cost is approximately 30%.

### ***Discussion Goals***

The goal of this discussion is to review the draft agreement, provide an opportunity for questions and answers, and decide whether to add this item to the January 14, 2020 Council agenda for approval.

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN SYRACUSE CITY, UTAH AND UTOPIA**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between Syracuse City, a municipality and political subdivision of the State of Utah, hereinafter called “City,” and UTOPIA, an interlocal entity of the State of Utah created pursuant to the Interlocal Cooperation Act, Utah Code Ann. Section 11-13-101 et seq., hereinafter called “UTOPIA.” City and UTOPIA are collectively referred to herein as the “Parties.”

**WITNESSETH:**

**WHEREAS**, UTOPIA desires to obtain from City, a license to lay, maintain, operate, repair, inspect, protect, install, remove, and replace fiber optic cable, and other transmission and distribution structures and facilities (the “Facilities”), within the public highways, streets, roads, and rights-of-way which are within the jurisdiction and responsibility of City, together with the right of ingress and egress for UTOPIA, its officers, employees, agents, and contractors to enter upon said public rights-of-way with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace said Facilities; and

**WHEREAS**, City is willing to grant said license under the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Parties are authorized to enter into an Interlocal Cooperation Agreement pursuant to the Interlocal Cooperation Act, Utah Code Ann. Section 11-13-101 et seq. and wish to enter into an Interlocal Cooperation Agreement reflecting the arrangement described above.

**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 parties hereby agree as follows:

1. **Grant of License**. The City hereby grants, conveys and sets over unto UTOPIA, a non-exclusive license to lay, maintain, operate, repair, inspect, protect, install, remove and replace the Facilities over and through the public highways, streets, roads, and public rights-of-way (collectively, the “Streets”), which are within the jurisdiction and responsibility of City, together with the right of ingress and egress for UTOPIA, its officers, employees, agents, contractors and assigns to enter upon said Streets with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities, in compliance with City ordinances, standards and specifications. This non-exclusive license will expire upon termination of this agreement (the “Agreement.”)

2. **Term**. The Parties agree that either Party may terminate this Agreement upon 90 days prior written notice, or at any other time mutually agreed to by the Parties. Unless terminated pursuant to the provisions of this paragraph, the initial term of this Agreement will expire fifteen years from its effective date, and will automatically renew for an additional one year term on each Anniversary. In no event will this Agreement run for more than fifty years.

3. Construction and Location. Utopia may install Facilities at those locations within the Streets as shall be determined in accordance with plans, specifications and maps prepared, or caused to be prepared, by UTOPIA, in compliance with City ordinances, standards and specifications. Prior to performing any work in the Streets for initial Facilities installation or otherwise, UTOPIA shall apply for an encroachment/excavation permit, or other applicable City permit. City shall review and may improve the submitted plan prior to permit issuance. Upon compliance with this Agreement and all applicable permit requirements, including but not limited to a traffic management plan, surface and landscaping restoration plan, applicable permit fees, and work schedule, City shall issue a permit to UTOPIA's contractor, allowing said contractor to proceed with the work in accordance with the terms of this Agreement and the permit. As-built drawings shall be submitted to the City within thirty days of the completion of construction. All applicable regulations and permits of City shall be fully complied with by UTOPIA and its contractor(s).

4. Dedicated Access Points to Facilities. Whenever UTOPIA installs Facilities within 1,500 feet of the properties outlined in Exhibit A (City Properties), UTOPIA will provide a dedicated access point near the vehicular access point to that City Property, for the purposes of possible future access and potential private network for the City. The City's utilization of UTOPIA's services, if applicable, would be outlined in a separate contract.

5. Protection of Traffic During Construction. UTOPIA shall require its contractor to conduct its construction operation so that there shall be a minimum of interference or interruption to City with respect to the handling of traffic. UTOPIA's contractor shall at all times require such watchmen, barricades, lights or other reasonable measures for the protection of traffic as may be reasonably required to warn and safeguard the public against injury or damage during construction, maintenance, repair or replacement of the Facilities and shall hold City harmless from any and all liabilities arising from said construction commenced under the terms of this easement.

6. Compaction of Backfill. The backfilling of any trench within the paved portion of the street, the shoulders thereof, within park strips, under sidewalk or curb and gutter, or the portion under or intersecting the street, shall be thoroughly compacted in accordance with all applicable standards and regulations, including City's construction standards. The method of compaction shall be subject to review by City at the time the permit application is reviewed. UTOPIA shall require its contractors to comply with City's construction standards and permit requirements.

7. Restoration of Existing Pavement. UTOPIA shall require its contractor to replace any hard surface removed or damaged with the same type and depth of hard surface as that which is adjoining, including the gravel base material. All disturbed surfaces shall be restored to the standards established by City. In the event weather conditions do not permit immediate replacement of permanent hard surface, a temporary surface shall be placed until such time as weather conditions are favorable, at which time the temporary surface shall be removed and replaced with a permanent road surface. If the gravel surface, gravel shoulder, or gravel surface approach to City roads become fouled with clay or other unsuitable material, such surfacing shall be removed and replaced with new gravel surfacing material. The repairs to hard surface shall include hard surfaces which are damaged by construction equipment used in constructing, maintaining, or repairing the Facilities. In all cases UTOPIA hereby agrees to cause its contractor

to restore those portions of the street through which the work actually traverses, to as near its original condition as is reasonably possible.

8. Disposal of Surface Material in Cleaning Up Street. Upon completion of the work, Utopia shall assure that all surplus material shall be removed from within the limits of the Streets and properly disposed of by the contractor. The disturbed surface shall be carefully graded to the lines and grades established. Utopia shall immediately notify the City in the event that any highway facility such as signs and culverts are disturbed or damaged during the process of the work and shall promptly restore or replace the same to as near their original condition as is reasonably possible. No material shall be left on private property adjacent to the Streets.

9. Maintenance of Facilities by UTOPIA. The Facilities and their attached appurtenances shall at all times be maintained, repaired and operated by and at the expense of UTOPIA.

10. Reconstruction of Street. In the event that any Street, or portion thereof is so reconstructed at any future date as to location, grade or width, so as to require the adjustments or relocation of manholes or other Facilities, UTOPIA shall assume and pay all costs incident to the adjustment or relocation of such manholes or other Facilities in accordance with paragraph 14.

11. Crossing of Facilities and Expansion of Street System. It is expressly understood and agreed by the Parties that as part of the consideration for this Agreement, that City shall have the right to cross said Facilities at any point deemed necessary in the future construction and expansion of City's street system, provided that City shall use due care and diligence in the protection of the Facilities in making such crossings. City shall provide a minimum 96 hour notice of anticipated work unless an emergency necessitates immediate work take place. UTOPIA will mark and identify its Facilities in or adjacent to the zone of the City's work within 2 days prior to City work.

12. Indemnification. Both parties are governmental entities under the Utah Governmental Immunity Act of Utah, Title 63G, Chapter 7, Utah Code Ann., 1953, as amended. Consistent with the terms of this Act, it is mutually agreed that each party is responsible and liable for its own negligent acts which it commits or which are committed by its agents, officials, or employees. Utopia agrees to defend and indemnify City against any and all claims of third-parties against City, which arise from Utopia's exercise of any of its rights under this Agreement, except in the case of City's sole negligence. Neither party waives any defenses otherwise available under the Governmental Immunity Act. This Agreement shall in no manner constitute an admission of any liability as to any third party or give any third party any greater or further right or cause of action. It is hereby expressly understood and agreed that neither City nor UTOPIA is hereby acknowledging any liability for any act of negligence, whether of omission or commission, of their respective agents, servants, contractors or employees. Utopia shall procure and maintain in force at its sole expense during the term of this Agreement property damage and public liability insurance providing liability coverage for Utopia's actions in relation to this interlocal agreement and shall provide certificates of insurance to City upon request, which certificates shall name the City as an additional insured. Such insurance shall provide for such coverages, protections, insurable amounts, etc., as deemed advisable by the Parties and available through Utah Local

Governments Trust, or any other insurance provider utilized by City or Utopia, and which would be standard and reasonable for the uses contemplated hereunder.

13. Agreement Not to be Assigned. Neither party shall assign this Agreement nor any interest hereunder without the prior written consent of the other party first obtained.

14. Successors and Assigns. All covenants and agreements herein contained shall be binding upon the parties hereto, and their respective successors in interest and assigns.

15. Subject To Relocation. This license is subject to the right of City at all times as City deems necessary to construct roads, sidewalks or to carry out any other City purpose over the areas covered by this license, and when UTOPIA's Facilities and appurtenances or any of them materially interfere with any City purpose, UTOPIA will remove, adjust and/or relocate such Facilities and appurtenances within a reasonable time after written notice to do so by City and at the expense of UTOPIA.

16. Notices. Any notice required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, return receipt requested postage prepaid, to the parties as follows:

To UTOPIA: General Counsel  
5858 South 900 East  
Murray, UT 84121

To City: City Manager  
Syracuse City  
1979 West 1900 South  
Syracuse, UT 84075

Copy to: City Attorney  
Syracuse City  
1979 West 1900 South  
Syracuse, UT 84075

The City and UTOPIA may change their addresses by providing written notice, as required under this provision.

17. Contract Integration. This Agreement embodies the entire agreement between the Parties and shall not be altered, enlarged or modified except in writing signed by both Parties. The benefits and protection provided by this Agreement shall not inure to the benefit of third-parties.

18. Governing Law. This Agreement shall be governed by the laws of the State of Utah, both as to interpretation and performance.

19. Venue. Venue for any dispute related to this Agreement shall lie exclusively in the Second Judicial District, Davis County, State of Utah.

20. No Separate Legal Entity Created; Interpretative Joint Board. No Separate legal entity is created by this Agreement; however, to the extent that any administration of this Agreement becomes necessary, then the City Mayor and the UTOPIA Executive Director, or their designees, shall constitute a Joint Board for such purpose. Each of the Parties shall bear its own costs associated with the Joint Board.

21. Manner of Acquiring, Holding and Disposing of Property. No real property will be acquired pursuant to the terms of this Agreement. Unless otherwise agreed by the Parties in writing, upon termination of this Agreement all personal property installed within the City shall be dedicated to and become the property of the City.

22. Review by Legal Counsel. Each of the Parties hereby certifies that, pursuant to the requirements of Section 11-13-202.5, Utah Code Annotated (1953 as amended), it has submitted this agreement to an attorney authorized to represent it for review as to proper form and compliance with applicable law.

23. Filing of Interlocal Agreement. Executed copies of this Interlocal Cooperation Agreement shall be placed on file with the official keeper of records of each of the Parties within twenty-four hours of its execution and shall remain on file for public inspection during the term of this Interlocal Cooperation Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their respective, duly authorized representatives as of the day and year first hereinabove written.

**CITY**

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

ATTEST:

---

City Recorder

APPROVED AS TO FORM:

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City Attorney

**UTOPIA**

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Roger Timmerman, Executive Director

## Exhibit A: City Properties

| Property                          | Location                 |
|-----------------------------------|--------------------------|
| 1. City Hall                      | 1979 West 1900 South     |
| 2. Community Center               | 1912 West 1900 South     |
| 3. Police Station                 | 1751 South 2000 West     |
| 4. Fire Station                   | 1869 South 3000 West     |
| 5. Public Works Facility          | 3061 South 2400 West     |
| 6. Water Facility #1              | 589 West 1700 South      |
| 7. Bluff Reservoir                | 1800 South Bluff Road    |
| 8. Centennial Park                | 1800 South 2000 West     |
| 9. Jensen Park/Water Pump Station | 3176 South Bluff Road    |
| 10. Museum                        | 1891 West 1700 South     |
| 11. Founder's Park                | 1904 West 1700 South     |
| 12. Stoker Park                   | 1150 West 1575 South     |
| 13. Canterbury Park               | 1585 South 2500 West     |
| 14. Fremont Park                  | 1950 South 3000 West     |
| 15. Tuscany Park                  | 2350 South 3400 West     |
| 16. Rock Creek Park               | 3850 West 700 South      |
| 17. Bluff Ridge Park              | 876 West 2700 South      |
| 18. Legacy Park                   | 2356 South 1000 West     |
| 19. Linda Vista Park              | 1800 West 2700 South     |
| 20. Old Emigration Trail Tunnel   | 1700 South Bluff Road    |
| 21. Monterey Park                 | 1525 West 700 South      |
| 22. Monterey Trailhead            | 1350 West 700 South      |
| 23. Regional Park                 | 2000 West Gentile Street |
| 24. Criddle Park                  | 950 South 4000 West      |
| 25. Equestrian Park               | 3000 South 2400 West     |
| 26. Memorial Park                 | 1250 South 1000 West     |
| 27. Trailside Park                | 2000 West Trailside Rd.  |



# COUNCIL AGENDA

December 10, 2019

## LEGISLATIVE

### DECISION Agenda Item "e"

### Zoning Map Amendment G.C. to PRD

#### *Summary*

Erik Craythorn with Q-2 LLC has requested to amend approximately 1.28 acres of the Zoning Map from A-1 to PRD. The application was received in January of 2019 but was tabled to give the applicant more time to see how the PRD ordinance amendment language effected his project and for him to do additional market and design research. The PRD ordinance was updated, and he has concluded his research and would like to resume with his project. He is proposing to build a townhome development.

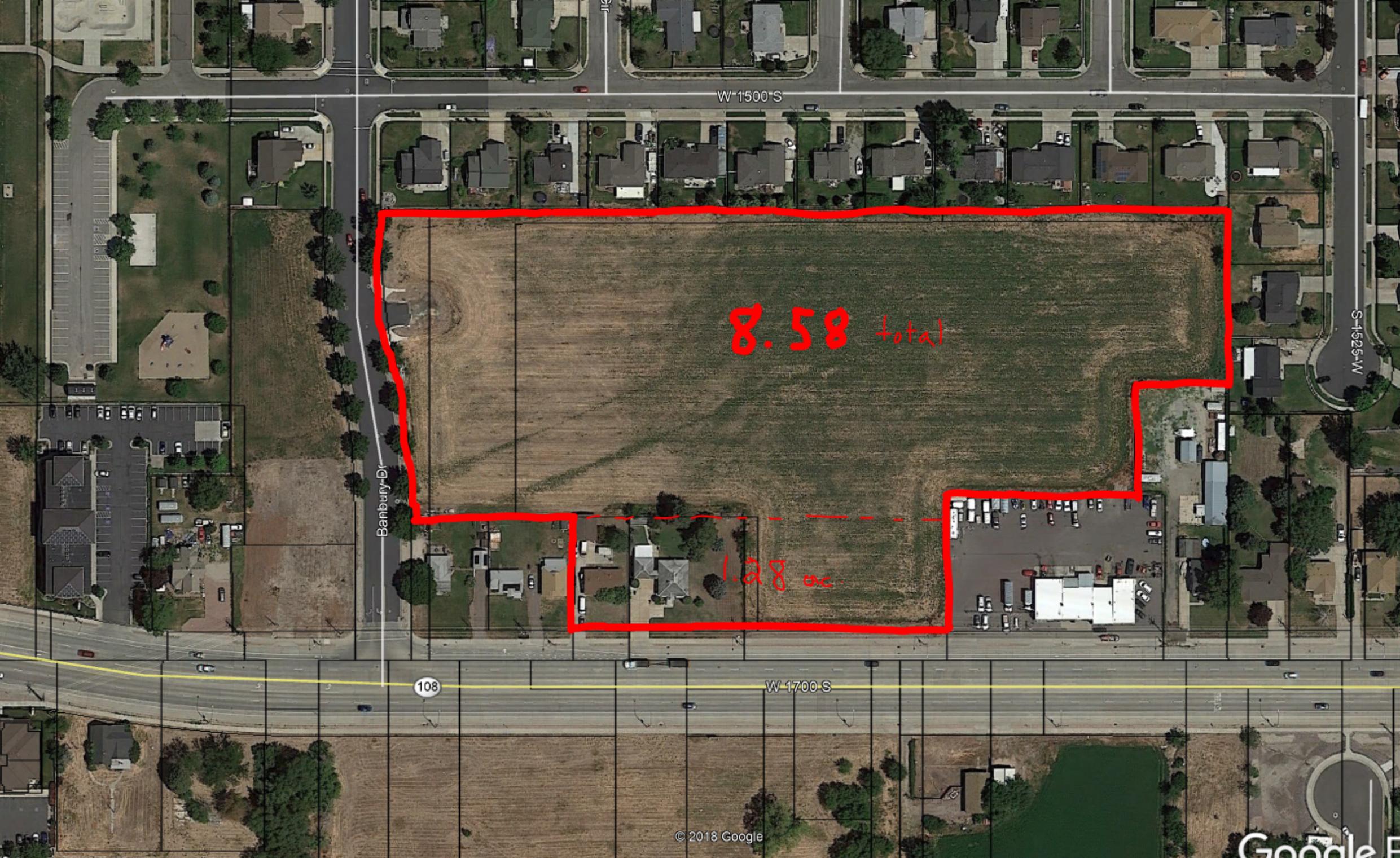
During a previous zoning request for the property, approximately 200' of land was reserved along the frontage of Antelope Drive in anticipation of commercial development, however, the applicant is claiming that he has been unsuccessful in attracting a commercial buyer for the frontage property. Since that request, the general plan was updated and now has identified the property for 'High Density Residential' which would allow for PRD zoning. On February 5th, 2019, a public hearing was held during the Planning Commission meeting. Many comments were received on the request by the neighbors. Concerns over traffic on Banbury and access to Antelope were expressed. Other comments included a desire for sufficient landscape buffering and compatible building heights between the new development and existing homes. The Planning Commission unanimously recommended approval of the application.

- Zoning map amendments are subject to the following approval standards found in ordinance 10.20.070(E) Approval Standards. A decision to amend the text of this title or the zoning map is a matter of legislative discretion by the City Council and not controlled by any one standard. However, such changes shall be consistent with the current general plan and general plan map, and in making an amendment, the City Council should also consider:

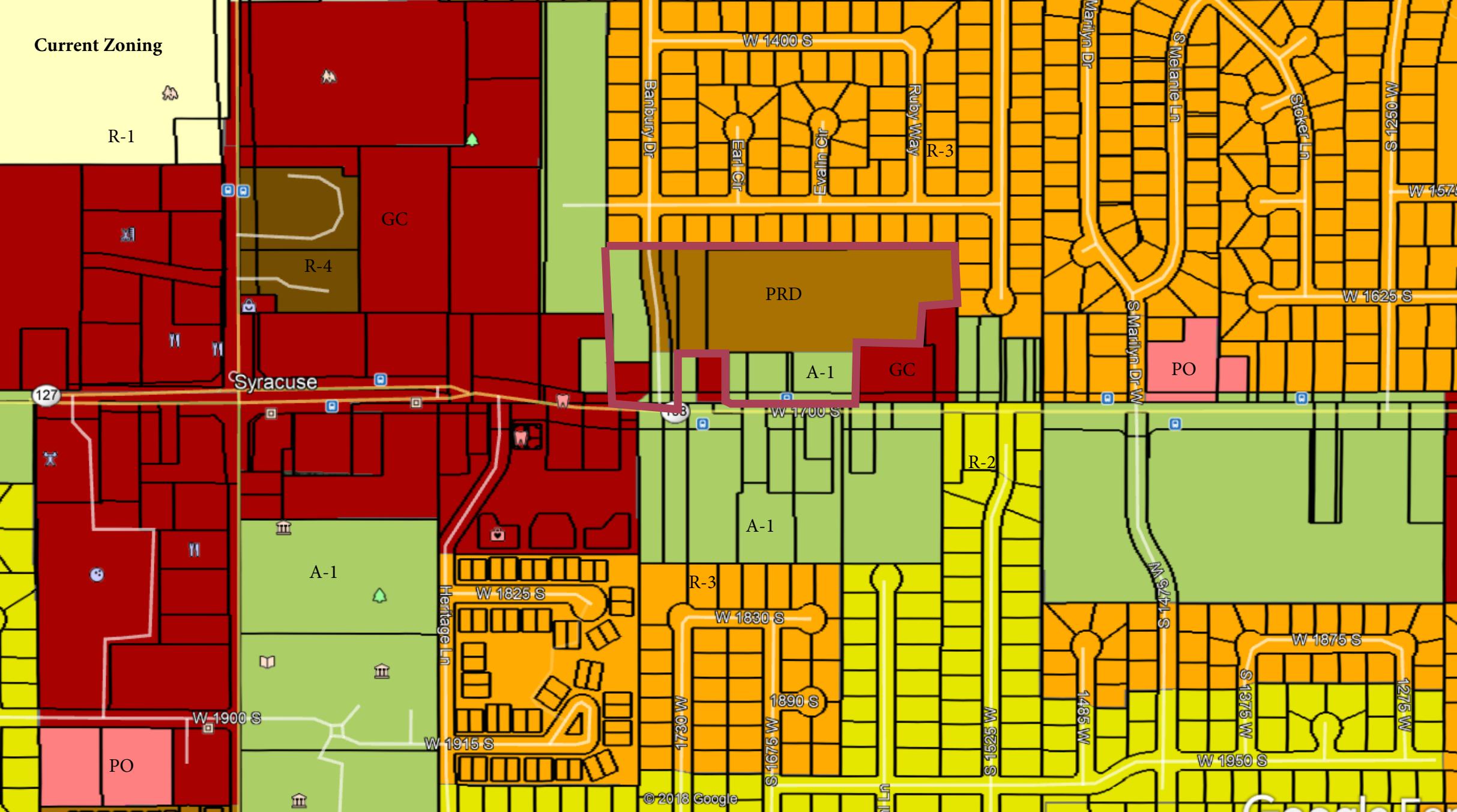
- (1) Whether it would be harmonious with the overall character of existing development in the vicinity of the subject property, or in cases of text amendments, in areas governed by the amended text;
- (2) Whether it would be consistent with the standards of any applicable overlay zone and, in cases of text amendments, harmonious with areas governed by the amended text;
- (3) The extent to which it may adversely affect adjacent property; and
- (4) The adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

#### *Discussion Goals*

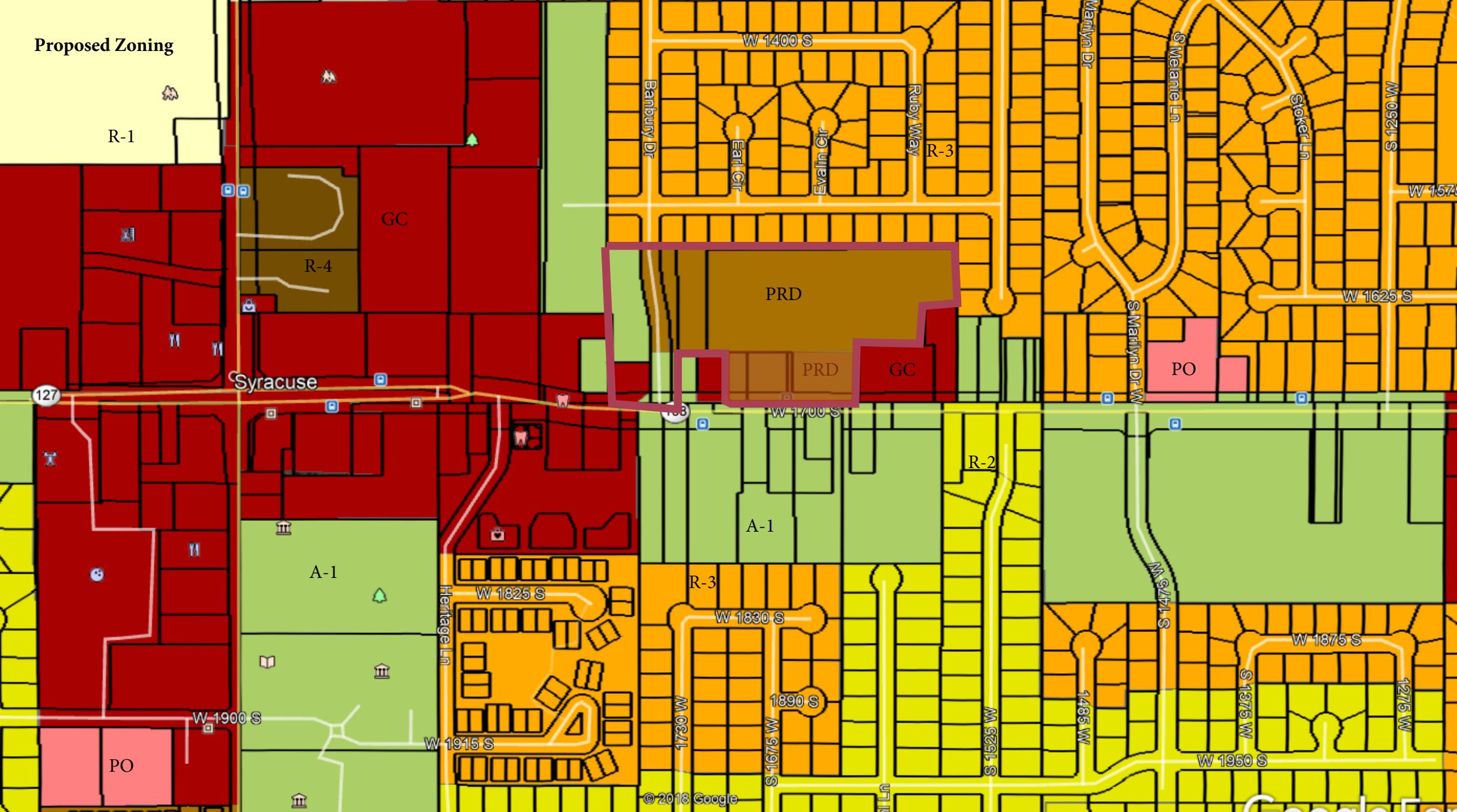
Decide if this item should either go to another work session or if it is ready to go to the next business meeting for a vote.



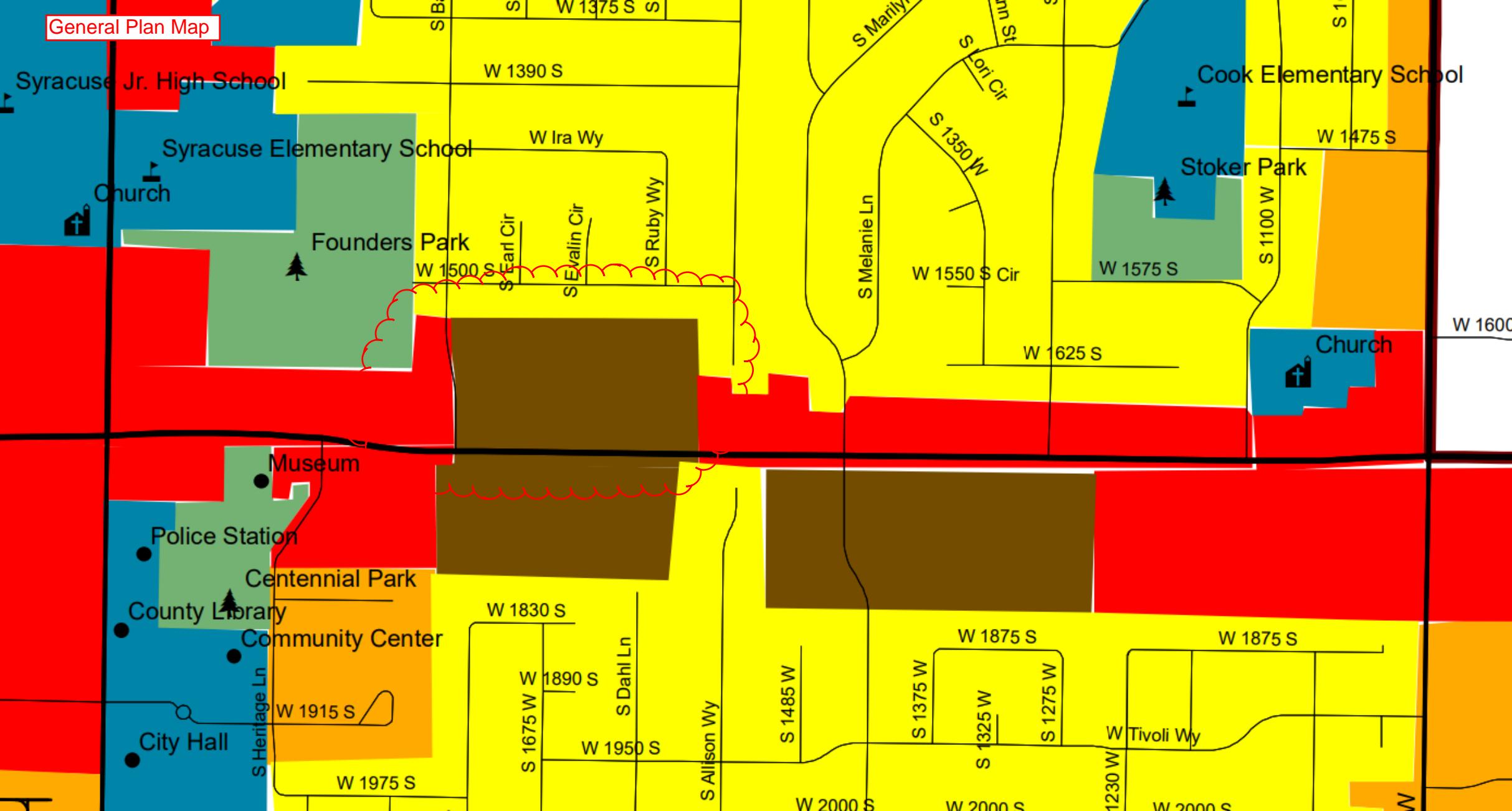
## Current Zoning



## Proposed Zoning



General Plan Map



# Legend



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.)



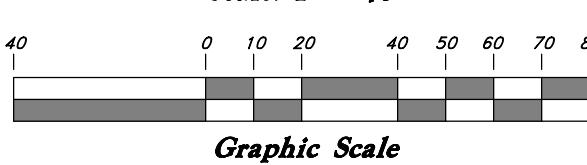
Commercial  
(G.C., P.O., Mixed Use, Neighborhood Services)



Industrial  
(Business Park, Industrial, Research Park, Mixed Use, G.C., P.O.)

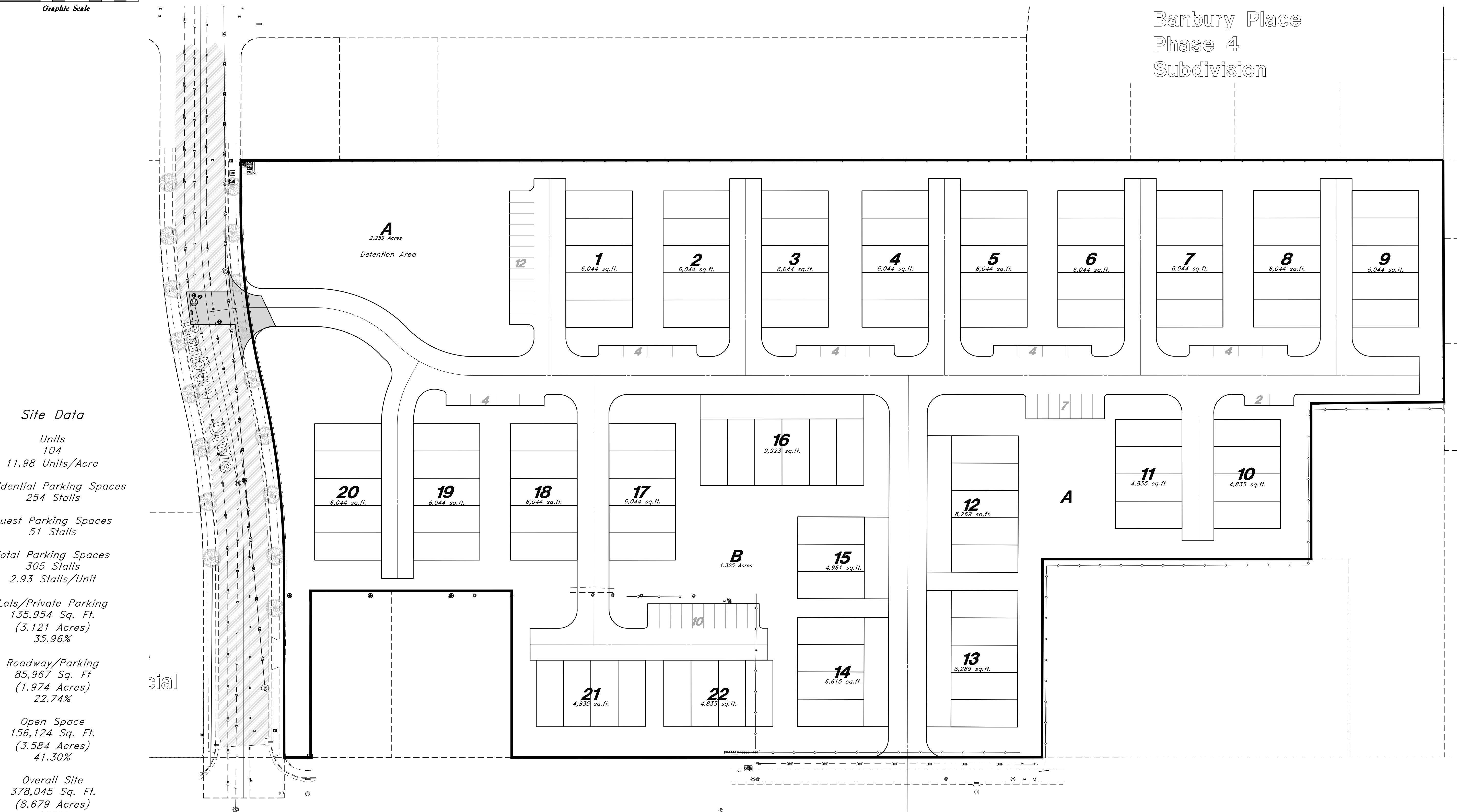


Scale: 1" = 40'



Graphic Scale

## Banbury Place Phase 4 Subdivision



## GREAT BASIN ENGINEERING



5746 SOUTH 1475 EAST OGDEN, UTAH 84403  
MAIN (801)394-4515 S.L.C. (801)521-0222 FAX (801)392-7344  
WWW.GREATBASINENGINEERING.COM

## Banbury Town Homes

1650 South Banbury Drive  
Syracuse City, Davis County, Utah  
A part of Section 10, 14N, R2W, SLS&M, U.S. Survey

15 Oct, 2019

SHEET NO.

1

13N734 - Concept - 3

TENTATIVE FINAL

# 5 PLEX - OPTION ONE



BID SET - NOT FOR CONSTRUCTION

**Kustom House Plans**

RESIDENTIAL / COMMERCIAL DESIGN & ENGINEERING  
NATE KARRAS P.E. (801) 786-0849 email: KustomNK@gmail.com  
NOTE THIS PLAN IS THE PROPERTY OF KUSTOM HOUSE PLANS  
DO NOT COPY WITHOUT WRITTEN PERMISSION

SCALE  
1/8" = 1'-0" 11x17  
1/4" = 1'-0" 24x36  
PLAN NUMBER  
XXXXXX

A1

# 5 PLEX - OPTION TWO



BID SET - NOT FOR CONSTRUCTION

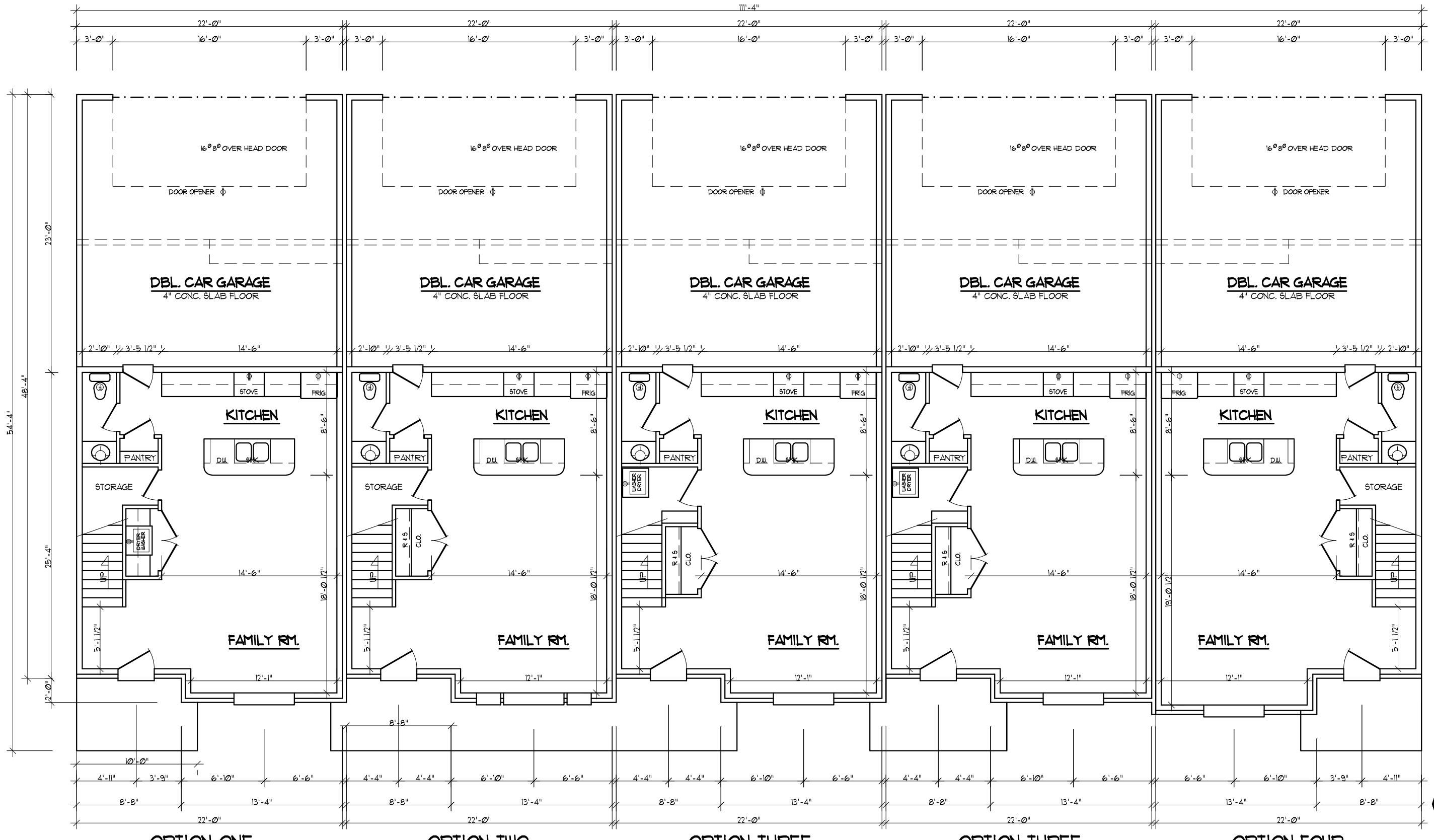
**Kustom House Plans**

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SCALE  
1/8" = 1'-0" 11x17  
1/4" = 1'-0" 24x36  
PLAN NUMBER  
XXXXXX

A1

# 5 PLEX - OPTION ONE



BID SET - NOT FOR CONSTRUCTION

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SCALE  
1/8" = 1'-0" 11x17  
1/4" = 1'-0" 24x36  
PLAN NUMBER  
XXXXXX

A1



## Chapter 10.75 PRD – PLANNED RESIDENTIAL DEVELOPMENT

Sections:

- [\*\*10.75.010 Purpose.\*\*](#)
- [\*\*10.75.020 Permitted uses.\*\*](#)
- [\*\*10.75.030 Conditional uses.\*\*](#)
- [\*\*10.75.040 Minimum lot standards.\*\*](#)
- [\*\*10.75.050 Development plan and agreement requirements.\*\*](#)
- [\*\*10.75.060 Street design.\*\*](#)
- [\*\*10.75.070 Off-street parking and loading.\*\*](#)
- [\*\*10.75.080 Signs.\*\*](#)
- [\*\*10.75.090 Land use approval process.\*\*](#)

### **10.75.010 Purpose.**

The purpose of this zone is to allow diversification in the relationship of residential uses to its sites and permit directed flexibility of site design. Further, its intent is to encourage a more efficient use of the land and the reservation of a greater proportion of common space for recreational and visual use than other residential zones may provide and to encourage a variety of dwelling units that allow imaginative concepts of neighborhood and housing options and provide variety in the physical development pattern of the City. This will allow the developer to more closely tailor a development project to a specific user group, such as retired persons.

The intent of this zone is to encourage good neighborhood design while ensuring compliance with the intent of the subdivision and zoning ordinances. The development shall contain common or open space and amenities for the enjoyment of the planned community that are developed and maintained through an active homeowners' association or similar organization with appointed management. [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-010.]

### **10.75.020 Permitted uses.**

The following are permitted uses by right provided the parcel and building meet all other provisions of this title and any other applicable ordinances of Syracuse City:

- (A) Accessory uses and buildings (maximum 200 square feet; only allowed with nonattached dwelling units).
- (B) Churches, synagogues, and temples.
- (C) Dwelling units, single-family.
- (D) Dwelling units, townhome duplex, triplex, fourplex, fiveplex, or sixplex. No apartments.
- (E) Educational services.
- (F) Household pets.
- (G) Private parks.
- (H) Public and quasi-public buildings.

(I) Residential facilities for persons with disabilities and assisted living centers. [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-020.]

### **10.75.030 Conditional uses.**

The following may be permitted conditional uses, after approval as specified in SCC [10.20.080](#):

- (A) Day care centers (major). Nonattached dwellings only.
- (B) Home occupations (minor or major). Major CUP limited to nonattached dwellings.

(C) [Temporary commercial uses](#) (see SCC [10.35.050](#)) (minor).

(D) Temporary [use of buildings](#) (see SCC [10.30.100\(A\)\(12\)](#)) (minor). [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-030.]

#### **10.75.040 Minimum lot standards.**

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

(A) Density. Density shall be allowed according to the following conditions. If a property meets the following requirements, it is not intended to be construed that the [City Council](#) must automatically approve the application. The legislative powers are nevertheless available to disapprove a zoning or [general plan](#) map amendment application as deemed necessary by the Council.

(1) Six units per acre are allowed when:

(a) The proposed project has [frontage](#) upon a collector road.\*

(2) Nine units per acre are allowed only when one of the following is met:

(a) Have [frontage](#) and access upon an arterial road.\*

(b) Share a property line with an existing general commercial, [professional office](#), or industrial development.

(3) Twelve units per acre are allowed only when three of the following are met:

(a) Have [frontage](#) and access upon a major arterial\* that is owned and maintained by the State Department of Transportation.

(b) Be within the town center overlay [zone](#).

(c) Have [frontage](#) upon the intersection of either two arterials or a collector and an arterial road.\*

(d) Is located within one-quarter mile walking distance to bus, train, or other [public](#) transit stop/station and has [frontage](#) and access upon an arterial roadway.\*

\*(4) Road classifications are identified in the adopted transportation master plan's existing street network.

(B) [Common Space](#). A minimum of 20 percent of the [gross acreage](#) of the project shall be developed as [common space](#), or with an in-lieu payment and [common space](#) as detailed in subsection (B)(2) of this section.

(1) [Common space](#) areas shall:

(a) Be landscaped by the developer with turf, trees, shrubs, ground cover, amenities, and an automatic sprinkling system.

(b) Be equally accessible and distributed for all residents of the HOA community. Access by the general [public](#) may be included as agreed upon in a [development agreement](#).

(c) Be generally contiguous, not a collection of remnants.

(d) Create an open atmosphere where development does not feel overly intense.

(e) Not include required front, side, and [rear yard](#) areas towards [common space](#) acreage.

(f) Be administered by an [active homeowners' association](#).

(g) Be permanently restricted from future development and shown on the subdivision plat as perpetually common.

(h) Include multiple amenities from the following list: club house, tennis court, pickleball court, basketball court, playground, community garden, picnic shelter, [swimming pool](#), park benches, walking trails, outdoor exercise equipment, dog park, or splash pad. [City Council](#) shall approve all proposed amenities and may approve an amenity not included in this list.

(i) Include approved amenities in each segment of common area; landscaping alone does not qualify a segment as common space.

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

(2) In-Lieu Fee for Required Common Space. An in-lieu fee may be accepted for the development of a nearby City park under the following conditions:

(a) The developer initiates a request to pay a fee in lieu of required common space by petitioning the City at the same time that the concept plan is under review.

(b) The proposed project shall be located within one-half mile (measured in a straight line) of an existing or future Syracuse City park as identified in the adopted parks master plan. Measurement shall be made from the nearest property line of the park to the nearest property line of the development project.

(c) The in-lieu fee shall not be approved if any portion of the proposed development is further than one mile from the nearest receiving park property boundary.

(d) The park property to receive the fee money shall be identified and approved in conjunction with the concept plan.

(e) Qualification of an off-site location to receive in-lieu-of-common-space fees shall be approved by City Council based upon the development needs and priorities stated in the adopted parks master plan, and such qualification shall be decided at the time that the Council reviews the concept plan.

(f) The spending of in-lieu fees shall be limited to the determined off-site receiving location and for no other civic or private use.

(g) If the City Council does not accept the request for in-lieu fees based off the qualifiers stated herein, the development shall build the on-site common space as required by the RPC zone.

(h) If a fee is accepted in lieu of common space, the project will nevertheless be required to build at a minimum: one on-site common amenity such as a tot lot, sport courts, and/or pool occupying at least five percent of the total project land area. All on-site landscaping and common space amenities shall be maintained by an HOA.

(i) The fee money will be due to the City prior to recording of the final subdivision plat proportionate to each phase as applicable.

(j) Development may be allowed on the land that has been accounted for through the collection of in-lieu fees at a density not to exceed the maximum units per acre prescribed by the zone.

(k) In-lieu fees shall be calculated on an individual basis. In-lieu fee amount shall be roughly equivalent to the value of forgone on-site common space area(s) and improvements. Fees shall be determined using mutually accepted methods for cost estimating the dollar amount needed to build the equivalent park improvements and acquire the land needed for said park space. Credit for on-site common space developed beyond the minimum five percent identified in subsection (B)(2)(h) of this section, and actually built within the development, may be subtracted from the estimated fee due.

(l) The agreed upon fee amount, percentage of provided on-site and off-site in-lieu fee, and park development cost per square foot shall be included in a development agreement.

(3) The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide.

(C) The development design shall include direct automobile access to an arterial, or collector roadway, by way of a full width and dedicated right-of-way designed for the movement of automobile traffic or private access road meeting International Fire Code (IFC) standards.

(D) Lot Width. Determined by development plan.

(E) Front Yard. Twenty feet.

(F) Side Yards. A minimum of 10 feet between primary structures and five feet from the property line. If the height of the structure exceeds two stories, then the minimum side yard shall then be 16 feet between primary structures and eight feet from the property line.

(G) Rear Yard. A minimum of 15 feet.

(H) Building Height. As allowed by current adopted building code, with a maximum height of 35 feet to the top of the roof structure. Units located adjacent to single-family detached homes, or units that are within the density category of six units per acre as specified within subsection (A) of this section, shall be limited to a maximum of two stories and/or 30 feet, whichever is shorter.

(I) Architecture.

(1) Horizontal rooflines visible from a public street shall feature breaks or variation at a minimum of every 30 feet. Variation can be accomplished by:

- (a) Vertical offset in ridge line;
- (b) Gables;
- (c) False parapets;
- (d) Exaggerated cornices;
- (e) Dormers;
- (f) Vegetated terraces; or
- (g) Other architectural features such as trellises, cornices, portals or porches.

(2) Duplicating building facades on the same side of the street shall not be allowed more frequently than every third building or in a repeating pattern.

(3) Garages shall not be the major architectural feature of the building.

(4) Garages are encouraged to be recessed from the front facade, or be side or rear fed.

(5) All units shall feature a front porch or balcony with sufficient space for two seats and a walkway.

(6) Buildings shall be positioned on the site so that all front doors face the public road or private drive.

(7) When a unit has frontage onto both a public road and private drive, the front door shall face the public road.

(8) Architectural variation between each household unit is required. [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1998; Code 1971 § 10-15-040.]

#### **10.75.050 Development plan and agreement requirements.**

(A) Subdivision ordinance requirements shall generally apply to planned residential communities. The developer shall submit a residential development plan of all project phases for City consideration and approval and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except when federal, state, county, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest.

(B) A planned residential development must have a minimum of 4.5 acres.

(C) *Repealed by Ord. 19-04.*

(D) The [development agreement](#) shall show the location and [building elevations](#) with exterior [building](#) materials, size, and general footprint of all [dwelling units](#) and other main [buildings](#) and amenities.

(E) The [development agreement](#) shall include [landscaping](#), fencing, and other improvement plans for common or [open spaces](#), with the [landscaping](#) designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, [signs](#), walking paths, inviting entryways, etc., together with a landscape planting plan. [Common space](#) should be the emphasis for the overall design of the development, with various community facilities grouped in places well related to the [common space](#) and easily accessible to pedestrians.

(F) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a legally established [homeowners' association](#) and governed by enforceable, duly recorded CC&Rs.

(G) The [development agreement](#) shall include a [building](#) theme showing detail in the unification of exterior architectural style, [building](#) materials, and color and size of each unit; however, the intent is not to have the design so dominant that all units are identical. Residential [dwellings](#) shall comply with SCC [10.30.020](#). [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-050.]

#### **10.75.060 Street design.**

The [land use authority](#) may approve an alternative street design. The developer may dedicate street rights-of-way to the City so long as they are built per the City's standard street section as found in the [public](#) works department adopted development standards. Private access roads not meeting the city's street standards shall at a minimum meet the fire code as directed by the Fire Marshal and be maintained by and dedicated to an HOA. [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-070. Formerly 10.75.070.]

#### **10.75.070 Off-street parking and loading.**

An enclosed garage shall be provided for car parking with each unit and a minimum of 50 percent of the units shall have a two-car garage. If the unit features a side or rear-fed garage, on-street parallel parking stalls may be counted towards the required visitor parking. On-street stalls shall be well marked with paint. Otherwise, off-street parking and loading shall be as specified in Chapter [10.40](#) SCC. [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Ord. 06-17; amended 1991; Code 1971 § 10-15-080. Formerly 10.75.080.]

#### **10.75.080 Signs.**

The [signs](#) permitted in this [zone](#) shall be those allowed in residential [zones](#) by Chapter [10.45](#) SCC. [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-090. Formerly 10.75.090.]

#### **10.75.090 Land use approval process.**

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

(B) Requests for [general plan](#) map amendment, pursuant to SCC [10.20.060](#), shall be accompanied by the documents required for a subdivision concept plan, as provided in Chapter [8.20](#) SCC, for the entire development. These items shall be considered concurrently, with input provided by the [Planning Commission](#) and [City Council](#) to the property owner during the approval process. The [City Council](#) is the [land use authority](#) for this joint application, with the [Planning Commission](#) acting in a recommending capacity.

(C) Requests for an amendment to the zoning map, pursuant to SCC [10.20.070](#), shall be accompanied by the documents required for a preliminary subdivision review, as provided in Chapter [8.25](#) SCC, for the entire development. The application shall also be accompanied, to the extent Chapter [8.25](#) SCC does not require it, by:

(1) Master plan, including lot sizes and densities for each lot;

(2) Circulation plan;

(3) Architectural theme plan; and

(4) Landscaping theme plan.

(D) The preliminary subdivision plat shall be considered concurrently with the zoning map amendment. The City Council is the land use authority for this joint application, with the Planning Commission acting in a recommending capacity. Once approved, the preliminary subdivision plat shall be considered a binding zoning document. The applicant must also execute a development agreement in connection to the zoning map amendment.

(E) Final subdivision approval for each phase of development for a master planned community shall proceed as provided in Chapter 8.30 SCC.

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

(G) PRD zone entitlement is contingent upon the developer following the concurrently approved preliminary subdivision plat and the required development agreement. The development agreement shall run with the land and remain in force for the original developer. All subsequent owners of at least five percent of the land originally proposed to be developed shall be bound to the terms of the original agreement and plat until the conclusion of development. Failure of the developer to comply with the terms of the development agreement or preliminary subdivision plat may result in the Council reverting zoning back to the designation that existed prior to the zoning map amendment. [Ord. 19-04 § 1 (Exh. A).]

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The Syracuse City Code is current through Ordinance 19-17, passed October 8, 2019.

Disclaimer: The city clerk's office has the official version of the Syracuse City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://syracuseut.gov/>

City Telephone: (801) 614-9633

[Code Publishing Company](#)



# COUNCIL AGENDA

## December 10, 2019

### ADMINISTRATIVE

#### ITEM Agenda Item "f"

#### The Fields Phase 3 Final Subdivision Plat

##### *Factual Summation*

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

|                 |                                      |
|-----------------|--------------------------------------|
| Location:       | 2700 West Gentile Street             |
| Current Zoning: | R-1 (Cluster Conditional Use Permit) |
| General Plan:   | Low Density Residential              |
| Total Area:     | +/-8.52 acres                        |
| Number of Lots: | 37                                   |

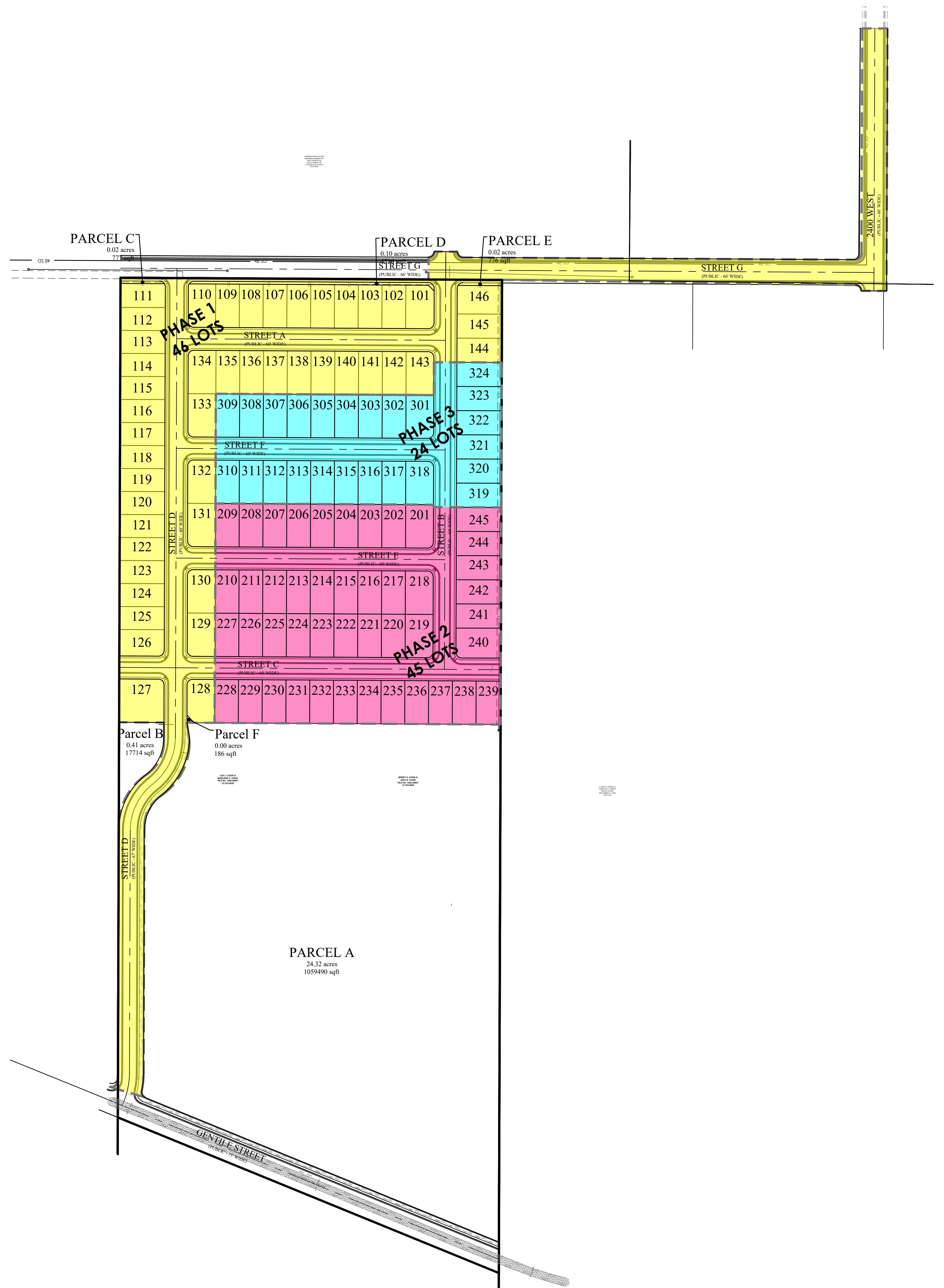
##### *Summary*

The applicant Dane Smith with CW Land has requested approval of a final subdivision plat for phase 3 of The Fields subdivision containing 37 lots. Minimum lot size in the cluster zone is 7,000 sf or just under 1/6th of an acre. Once complete, this subdivision will be adjacent to the south edge of Shoreline subdivision. Phase 1 and 2 were approved on 9-10-19. Infrastructure and groundwork on the first two phases began mid October of this year. These lots match the preliminary plat and meet all the requirements of the Zoning Code. This is the final phase of this subdivision and consists entirely of detached single-family housing.

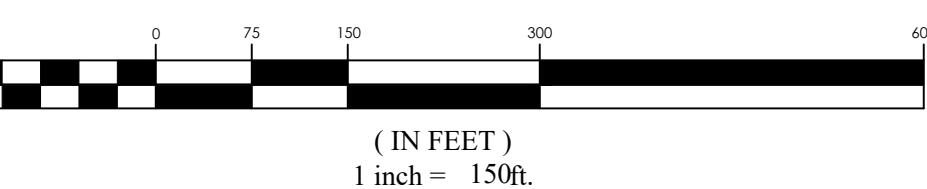
During their regular meeting on December 3, 2019 the Planning Commission voted unanimously to recommend that the City Council approve this subdivision plat.

##### *Goals of Discussion*

Vote to either approve, approve with conditions, table, or deny this item.



## GRAPHIC SCALE



SYRACUSE, UTAH  
PRELIMINARY PHASING PLAN

# THE FIELDS

## SYRACUSE, UTAH

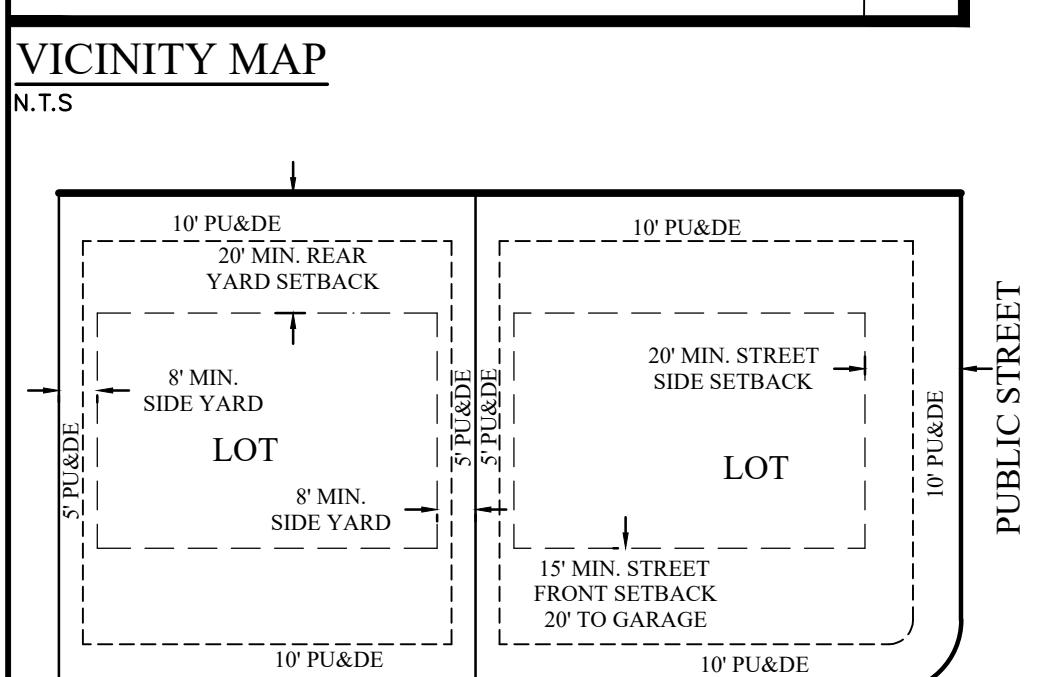
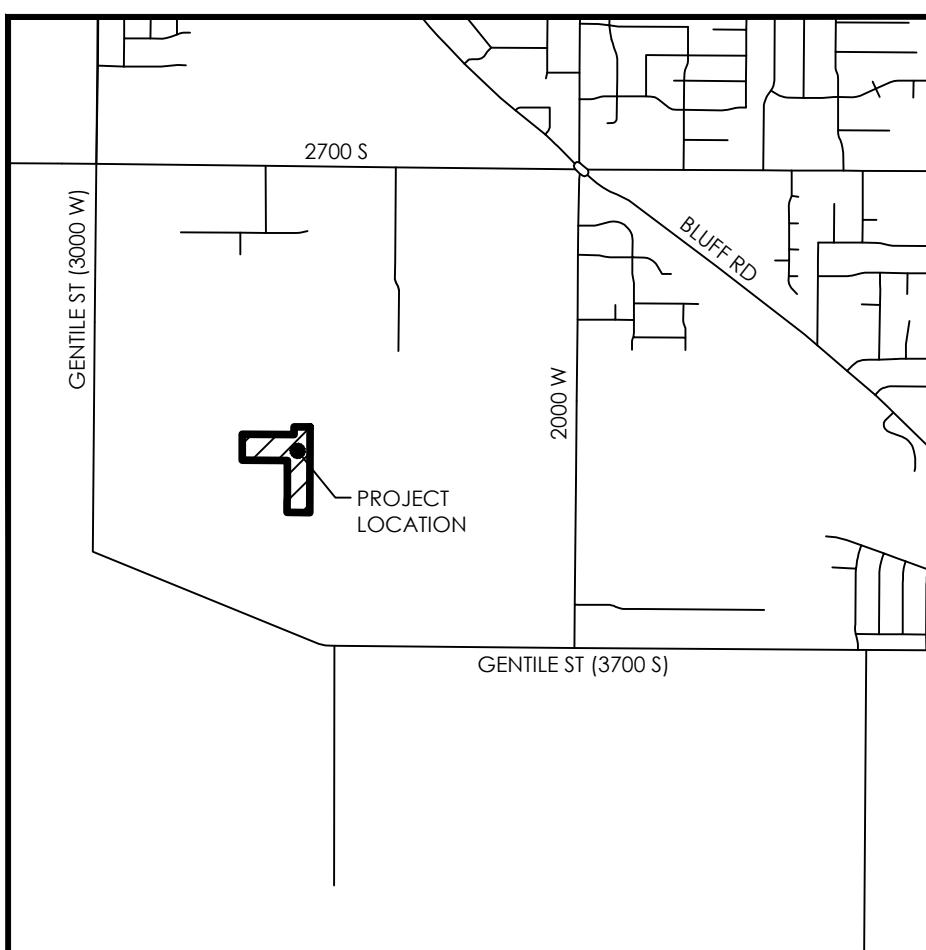
# PRELIMINARY PHASING PLAN

| REVISION BLOCK |      |             |
|----------------|------|-------------|
| #              | DATE | DESCRIPTION |
| 1              | ---  | ---         |
| 2              | ---  | ---         |
| 3              | ---  | ---         |
| 4              | ---  | ---         |
| 5              | ---  | ---         |
| 6              | ---  | ---         |

# PRELIMINARY PHASING PLAN

|               |               |
|---------------|---------------|
| cale: 1"=60'  | Drawn: BP     |
| Date: 5/20/19 | Job #: 17-317 |

7-317\7-317 Cook Property design 17-317\7-317 dwg\sheets\17-317 Preliminary Phasing Plan dwg

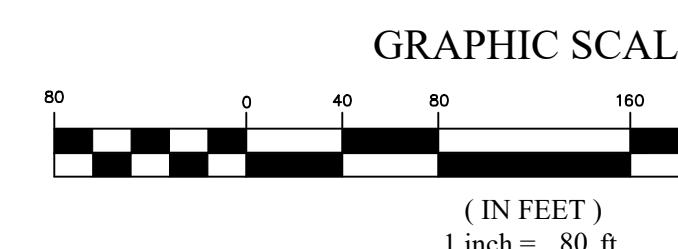


#### TYPICAL BUILDING SETBACKS

| LEGEND                      |                        |
|-----------------------------|------------------------|
| —                           | BOUNDARY SECTION LINE  |
| —                           | EASEMENT               |
| —                           | RIGHT-OF-WAY LINE      |
| —                           | BUILDING SETBACK       |
| —                           | EXISTING PROPERTY LINE |
| ●                           | BOUNDARY MARKER        |
| SECTION MONUMENT (FOUND)    |                        |
| STREET MONUMENT (TO BE SET) |                        |

OWNER/DEVELOPER  
C.W. LAND COMPANY  
1222 WEST LEGACY CROSSING BLVD #6  
CENTERVILLE, UTAH 84014  
(801) 634-2129  
CONTACT: BRYAN BAYLES

**FOCUS**  
ENGINEERING AND SURVEYING, LLC  
6949 SOUTH HIGH TECH DRIVE SUITE 200  
MIDVALE, UT 84047 PH: (801) 352-0075  
www.focusutah.com



## THE FIELDS SUBDIVISION PHASE 3

A PORTION OF THE SW 1/4 OF SECTION 21, T4N, R2W, SLB&M  
SYRACUSE, DAVIS COUNTY, UTAH

NOTES:  
1) #5 REBAR & CAP (FOCUS ENG) TO BE SET AT ALL REAR LOT CORNERS. LEAD PLUGS TO BE SET IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.



#### SURVEYOR'S CERTIFICATE

I, Spencer W. Llewelyn, do hereby certify that I am a Professional Land Surveyor, and that I hold Certificate No. 10516507 in accordance with Title 58, Chapter 22 of Utah State Code. I further certify by authority of the owner(s) that I have completed a Survey of the property described on this Plat in accordance with Section 17-23-7 of said Code, and have subdivided said tract of land into lots, blocks, streets, and easements, and the same has, or will be correctly surveyed, staked and monumented on the ground as shown on this Plat, and that this Plat is true and correct.

Spencer W. Llewelyn  
Professional Land Surveyor  
Certificate No. 10516507

Date

#### BOUNDARY DESCRIPTION

A portion of the SW1/4 of Section 21, Township 4 North, Range 2 West, Salt Lake Base & Meridian, located in Syracuse City, Utah, more particularly described as follows:

Beginning at a point on the West line of that Real Property described in Deed Book 6303 Page 1386 of the Official Records of Davis County, located N89°48'25" along the Section line 331.77 feet and N00°11'13"E 1,473.80 feet from the South 1/4 Corner of Section 21, T4N, R2W, SLB&M; thence N89°39'33"E 250.20 feet; thence N00°11'16"E 113.00 feet; thence N00°45'15"E 60.00 feet; thence N00°11'16"E 399.00 feet; thence N89°39'33"W 496.00 feet; thence N00°11'16"E 286.00 feet; thence N89°39'33"E 568.60 feet; thence N00°11'13"E 56.68 feet; thence N89°48'47"E 177.00 feet to the West line of said deed; thence S00°11'13"W along said deed 944.16 feet to the point of beginning.

Contains: 8.52 acres +/-

#### OWNER'S DEDICATION

WE, THE UNDERSIGNED OWNERS OF THE HERON DESCRIBED TRACT OF LAND, HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS AND STREETS AS SHOWN ON THIS PLAT, AND NAME SAID TRACT

#### THE FIELDS SUBDIVISION PHASE 3

AND DO HEREBY DEDICATE, GRANT AND CONVEY TO SYRACUSE CITY, DAVIS COUNTY, UTAH, ALL THOSE PARTS AND PORTIONS OF SAID TRACTS OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, ALSO THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SYRACUSE CITY. ALSO THOSE CERTAIN STRIPS AS EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC UTILITY SERVICE LINES AND DRAINAGE AS MAY BE AUTHORIZED BY SYRACUSE CITY. TO WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION OF THE STREETS.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

#### LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH  
S.S.  
COUNTY OF \_\_\_\_\_

ON THE \_\_\_\_ DAY OF \_\_\_\_ A.D. 20\_\_\_\_ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF \_\_\_\_\_, IN SAID STATE OF UTAH, \_\_\_\_\_, WHO AFTER BEING DULY SURNED, ACKNOWLEDGED TO ME THAT HE IS THE \_\_\_\_\_ OF A UTAH LLC. AND THAT HE SIGNED THE OWNERS DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LLC FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES: \_\_\_\_\_  
A NOTARY PUBLIC  
COMMISSIONED IN UTAH  
RESIDING IN \_\_\_\_\_ COUNTY

MY COMMISSION No. \_\_\_\_\_  
PRINTED FULL NAME OF NOTARY

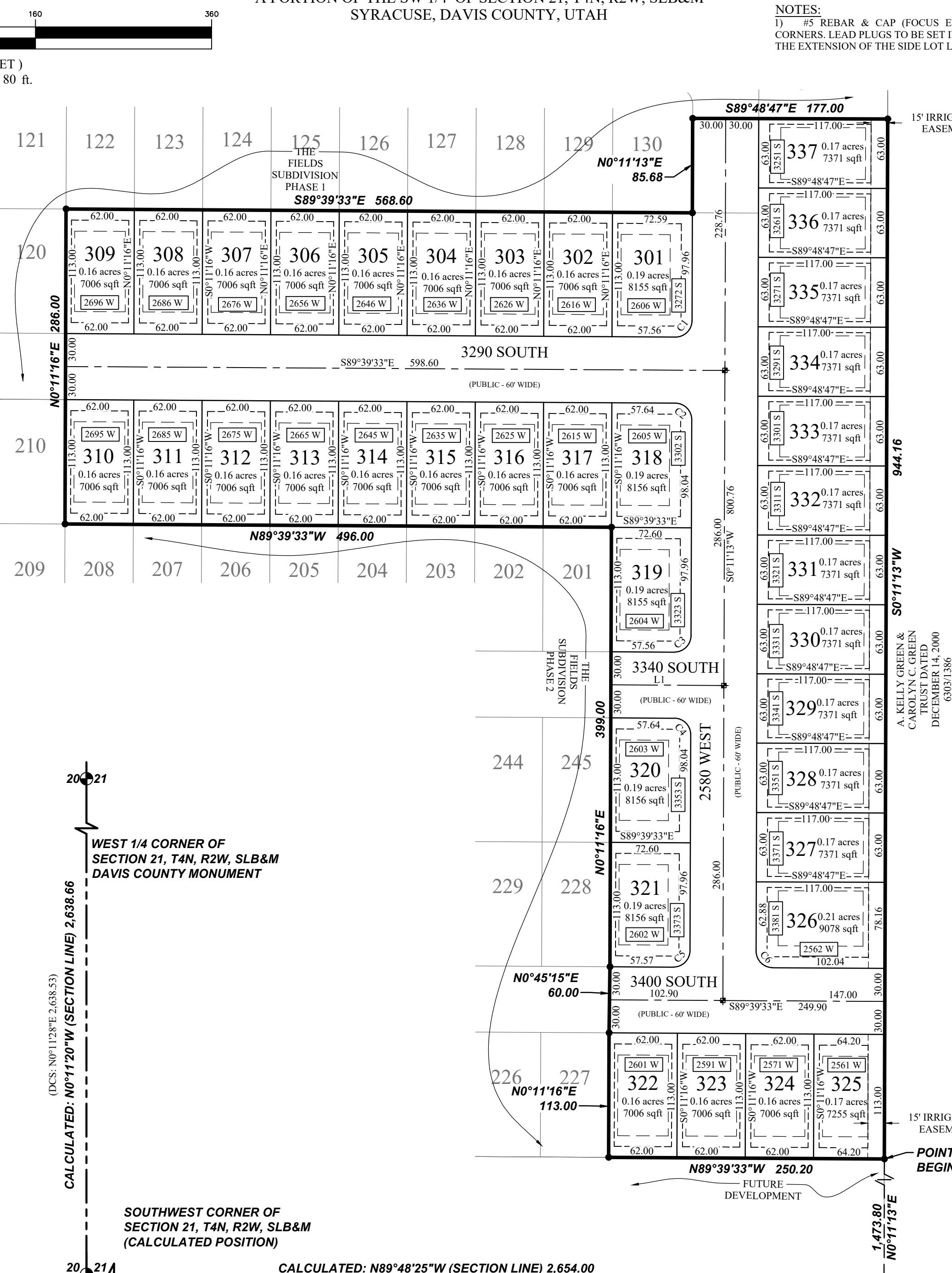
| PHASE INFORMATION |            |              |
|-------------------|------------|--------------|
| ZONE              | TOTAL AREA | PHASE 3 LOTS |
| R1                | 8.52 ACRES | 37           |

RECORDED # \_\_\_\_\_

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

DATE \_\_\_\_\_ TIME \_\_\_\_\_ BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

\$ \_\_\_\_\_  
CITY RECORDER  
COUNTY RECORDER



**ROCKY MOUNTAIN POWER**  
APPROVED THIS \_\_\_\_ DAY OF  
20\_\_\_\_, ROCKY MOUNTAIN POWER  
BY  
TITLE

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

**CITY ENGINEER**  
APPROVED AS TO FORM THIS \_\_\_\_ DAY OF  
\_\_\_\_, A.D. 20\_\_\_\_  
SYRACUSE CITY ENGINEER  
DATE: 07/30/2019

**CITY ATTORNEY**  
APPROVED AS TO FORM THIS \_\_\_\_ DAY OF  
\_\_\_\_, A.D. 20\_\_\_\_  
SYRACUSE CITY ATTORNEY

**CITY COUNCIL**  
PRESENTED TO THE SYRACUSE CITY COUNCIL THIS  
DAY OF \_\_\_\_\_, 20\_\_\_\_. AT WHICH  
TIME THIS SUBDIVISION WAS APPROVED AND  
ACCEPTED.  
MAYOR  
ATTEST  
CITY RECORDER  
CITY RECORDER  
COUNTY RECORDER

**BASIS OF BEARING: N89°48'25"W  
(SECTION LINE) MEASURED: 2,653.25  
(DCS: N89°48'19"W 2,653.31)**

## **R-1 ZONING ORDINANCE**

### **10.60.010 Purpose.**

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

### **10.60.020 Permitted uses.**

The following, and no others, are uses permitted by right provided the parcel and/or building meet all other provisions of this title and any other applicable ordinances of Syracuse City.

- (A) Accessory uses and buildings (200 square feet or less).
- (B) Agriculture.
- (C) Aviaries.
- (D) Churches, synagogues, and temples.
- (E) Dwellings, single-family.
- (F) Educational services.
- (G) Farm animal keeping (see SCC 10.30.040).
- (H) Fruit and vegetable stands (for sale of products produced on owner's premises).
- (I) Household pets.
- (J) Minor home occupations.
- (K) Public and quasi-public buildings.
- (L) Public parks.
- (M) Rabbits and hens.
- (N) Residential facilities for persons with disabilities.
- (O) Vietnamese potbellied pigs.

### **10.60.030 Conditional uses.**

The following, and no others, may be conditional uses permitted after application and approval as specified in SCC 10.20.080:

- (A) Accessory uses and buildings (greater than 200 square feet) (minor).
- (B) Apiaries (minor).
- (C) Cluster subdivisions (major).
- (D) Day care centers (major).

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

**10.60.040 Minimum lot standards.**

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

- (A) Density. Minimum lot size 12,000 square feet, but in no case shall the density exceed 2.3 lots per gross acre, unless the Land Use Authority grants additional density, per a cluster subdivision major conditional use permit.
- (B) Lot width: 100 feet.
- (C) Front yard: 25 feet.
- (D) Side yards: 10 feet (both sides).
- (E) Rear yard: 30 feet.
- (F) Building height: as allowed by current building code.
- (G) Variation of lot: the Land Use Authority may reduce the lot width requirement in particular cases when a property owner provides evidence they acquired the land in good faith and, by reason of size, shape, or other special condition(s) of the specific property, application of the lot width requirement would effectively prohibit or unreasonably restrict the ability to subdivide the property or a reduction of the lot width requirement would alleviate a clearly demonstrable hardship as distinguished from a special privilege sought by the applicant. The Land Use Authority shall approve no lot width reduction without a determination that:

- (1) The strict application of the lot width requirement would result in substantial hardship;
- (2) Adjacent properties do not share generally such a hardship and the property in question has unusual circumstances or conditions where literal enforcement of the requirements of the zone would result in severe hardship;

- (3) The granting of such reduction would not be of substantial detriment to adjacent property or influence negatively upon the intent of the zone;
- (4) The condition or situation of the property concerned or the intended use of the property is not of so general or recurring a nature as to detract from the intention or appearance of the zone as identified in the City's general plan.

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

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

**10.60.060 Signs.**

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

**10.60.070 Special provisions.**

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

## **CLUSTER SUBDIVISION ORDINANCE**

### **10.80.010 Purpose.**

Cluster subdivisions may receive approval for a major conditional use permit in the R-1 residential zone. The purpose of this chapter is to encourage open space conservation and imaginative and efficient utilization of land by providing greater flexibility in the location of buildings on the land and the clustering of dwelling units. This will allow the developer to more closely tailor a development project to a specific user group, such as retired persons or equestrian-oriented development. The Land Use Authority shall not grant such a conditional use unless the cluster subdivision meets the regulations of the applicable zone in which it resides, except as may lawfully be modified by City Council approval. The application of cluster concepts is intended to encourage good neighborhood design and preserve open space while ensuring substantial compliance with the intent of the subdivision and land use ordinances.

### **10.80.020 Development requirements.**

(A) Acreage. A cluster subdivision shall have a minimum of 10 acres of contiguous land area.

(B) Phasing. The proposed development plan shall include all possible future phases. No additional phases shall be permitted beyond the original concept. Adjacent property developed similarly shall be a separate development and shall meet all requirements independently from any adjacent development.

(C) Ownership. The development shall be in single or corporate ownership at the time of application or the subject of an application filed jointly by all owners of the property.

(D) The Land Use Authority shall require that the arrangement of structures and open spaces be developed in such a manner as to prevent any adverse effects on adjacent properties.

(E) Density. The density of dwellings in a cluster subdivision shall not exceed 4.6 units per acre.

(F) Minimum Lot Standards. Approval of the development plan shall determine lot area, lot width, setbacks, and lot coverage regulations for multifamily structures, with a minimum separation of 16 feet between structures.

Single-family detached lots shall have the following minimum lot standards:

(1) Density. Maximum density is calculated by multiplying the development's gross acreage by 50 percent, and then multiplying the remaining acreage by 4.6 units per acre.

(2) Minimum lot area: 7,000 square feet.

(3) Lot width: 60 feet.

(4) Setbacks:

(a) Front: 15 feet.

(b) Garage: 20 feet.

(c) Side: eight feet.

(d) Rear: 20 feet.

(e) Corner lot side: 20 feet.

(G) Homeowners' Association. The development shall have a lawfully organized and professionally managed homeowners' association.

(H) Open Space and Common Space.

(1) The development shall provide 50 percent open space. A minimum of 10 percent of the open space shall be common space.

(2) Open space and common space shall not include streets, driveways, or parking areas.

(3) Open space may include agricultural areas, recreation areas, and wetland preserve.

(4) Open space not used for agriculture and wetland preserve shall be fully landscaped and developed with amenities as identified in the City's parks master plan for the enjoyment and full use of all residents of the development and/or the public.

(5) Open space that is designated for agricultural use shall have a recorded perpetual conservation easement.

(6) Open space shall not be enclosed with fencing, except as required per buffer table of this title.

(7) Common space shall be fully landscaped and developed with approved amenities for the enjoyment and full use of all residents of the development and/or the public.

(8) Common space shall be preserved, maintained and owned through the homeowners' association from the onset, or may be deeded to Syracuse City, if the developer makes the request and the City Council grants the request, at the City Council's sole discretion.

(I) Landscape Plan. The Land Use Authority shall review the landscape plan designed in accordance with an approved theme that provides unity and aesthetics to the project.

(1) Landscape plan shall be signed and stamped by a professional landscape architect.

(2) The landscaping plan shall indicate all special features, such as ponds, fountains, signs, walking paths, plant species and size, fencing, etc., together with a planting plan.

(3) Landscaping must be completed prior to approval of the next consecutive phase of the subdivision, or within the negotiated phasing per the development agreement.

(4) Street trees shall have a minimum two-inch caliper trunk size measured 12 inches above ground level, at the time of installation.

(5) Street trees shall be selected in accordance with the approved tree species in city code.

(6) Street trees shall be spaced according to the approved species and park strip width. In no case shall street trees be planted further than 50 feet apart.

(J) Sidewalks and Park Strips. The design and location of public sidewalks within a cluster subdivision shall be located in the public right-of-way and meet the following conditions:

- (1) Sidewalks shall be a minimum of five feet wide and meet the minimum ADA standards.
- (2) Parkstrips shall be a minimum of 10 feet wide.
- (3) Meandering sidewalks shall be no closer than five feet to the back of curb.
- (4) Sidewalk construction and utilities shall comply with the adopted Engineering Standards and Specifications.

(K) Trail System/Walking/Bike Paths.

- (1) The development shall contain trail/walking/bike paths and shall connect to the City's trails system per the trail master plan, when applicable.
- (2) Trail/walking/bike paths shall meet the City's Engineering Standards and Specifications.

(L) Signage. The development may include landscaped identification entry signs maintained by the homeowners' association.

(M) Due to the nature of cluster subdivisions and the fact that most of the usual dwellings have site restrictions and because the placement of dwellings and other structures on the site may produce a negative impact to surrounding land uses, the location, size, and general footprint of all dwellings and other main buildings shall be shown on the plans submitted for review.

(N) The proposed development shall not be detrimental to the health, safety, or general welfare of persons residing in the vicinity.

#### **10.80.030 Permitted uses.**

Uses permitted in the cluster subdivision shall be those uses permitted in the zoning district in which the subdivision is located; provided, that for purposes of this section, the single-family dwelling designation shall include single-family attached dwellings such as town houses and row houses or zero lot line dwellings. A single structure shall have no more than four attached dwelling units.

#### **10.80.040 Bonus density incentives.**

Repealed by Ord. 15-24.

#### **10.80.050 Design standards.**

(A) The development shall have restrictive covenants to facilitate superior architectural design elements.

(B) A common building theme shall be required and approved by the Planning Commission. The design shall show detail in the unification of exterior architectural style, color, and size of each unit; however, the intent is not to have the design so dominant that all units are identical.

(C) Patios shall not extend beyond the width of the primary structure and shall not extend beyond half the rear setback. Privacy fencing around a patio is allowed.

## **10.80.060 Approval.**

A cluster subdivision is a special type of subdivision approved by major conditional use permit and, as such, shall meet design standards and be subject to all provisions of the Syracuse subdivision ordinance and submitted development plans.

## **10.80.070 Development plan and agreement requirements.**

(A) Subdivision ordinance requirements shall apply to cluster subdivisions except where negotiated within the development agreement. The developer shall submit a residential development plan of all project phases for City consideration and approval and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted City ordinances and standards with approval by the City Council. The property shall be developed in accordance with the development agreement and current City ordinances, including the development requirements as identified within this chapter, in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except when federal, state, county, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest. The Land Use Authority shall use the submitted development plan and agreement with the design amenities and unique development features and merits of the development to determine overall development dwelling-unit density up to a maximum as determined by the bonus density calculations.

(B) The development plan submitted for review shall show the location and building elevations with exterior building materials, size, and general footprint of all dwelling units and other main buildings and amenities.

(C) The development plan submitted for review shall include landscaping, fencing, and other improvement plans for common or open spaces, with the landscaping designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, signs, walking paths, inviting entryways, etc., together with a landscape planting plan. Common space and recreational areas should be the focal point for the overall design of the development, with various community facilities grouped in places well related to these open spaces and easily accessible to pedestrians.

(D) The proposed development shall show it will not be detrimental to the health, safety, or general welfare of persons residing adjacent to the proposed development.

(E) A cluster subdivision community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, professionally managed by a legally established owners' association and governed by enforceable, duly recorded CC&Rs.

(F) Developer shall prepare a budget for the homeowners' association operation and facilities maintenance. Developer shall establish a dedicated operating fund for the collection of homeowner dues and shall provide funding for said maintenance for the first three years' operating expenses of the homeowners' association or until developer owns less than 40 percent of the lots. When the developer owns less than 40 percent of the lots, developer shall pay dues on his remaining lots in accordance with the CC&Rs and fee schedule adopted by the homeowners' association. The CC&Rs will provide in the budget a depreciation estimate and provide for the collection of fees sufficient to meet the depreciation of infrastructure under control of the homeowners' association.



# COUNCIL AGENDA

December 10, 2019

## ADMINISTRATIVE

**ITEM** Agenda Item "g"      Edgewater Park Final Subdivision Plats 1 and 2

### *Factual Summation*

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

|                         |                                       |
|-------------------------|---------------------------------------|
| Location:               | 2980 South Bluff Road                 |
| Current Zoning:         | Planned Residential Development (PRD) |
| General Plan:           | Medium Density Residential            |
| Phase 1 Total Area:     | +/-9.063 acres                        |
| Phase 2 Total Area:     | +/-5.182 acres                        |
| Phase 1 Number of Lots: | 30                                    |
| Phase 2 Number of Lots: | 21                                    |

### *Summary*

Applicant Alan Prince with Monterrey Properties has requested approval of two final subdivision plats containing a total of 51 lots. Each home in this community will be single family detached and each lot will be approximately 5,000 sf. The HOA community will have trails, a pickle ball court, and a pavilion. These lots match the preliminary plat and meet all the requirements of the Zoning Code and Development Agreement for this subdivision. These phases constitute the entirety of the project. Also included is a payback agreement that is needed because the developer will install infrastructure improvements that will benefit the surrounding property. The agreement will require the adjacent landowners to pay their fair share back to the the Edgewater developer to connect to the previously installed infrastructure when they develop.

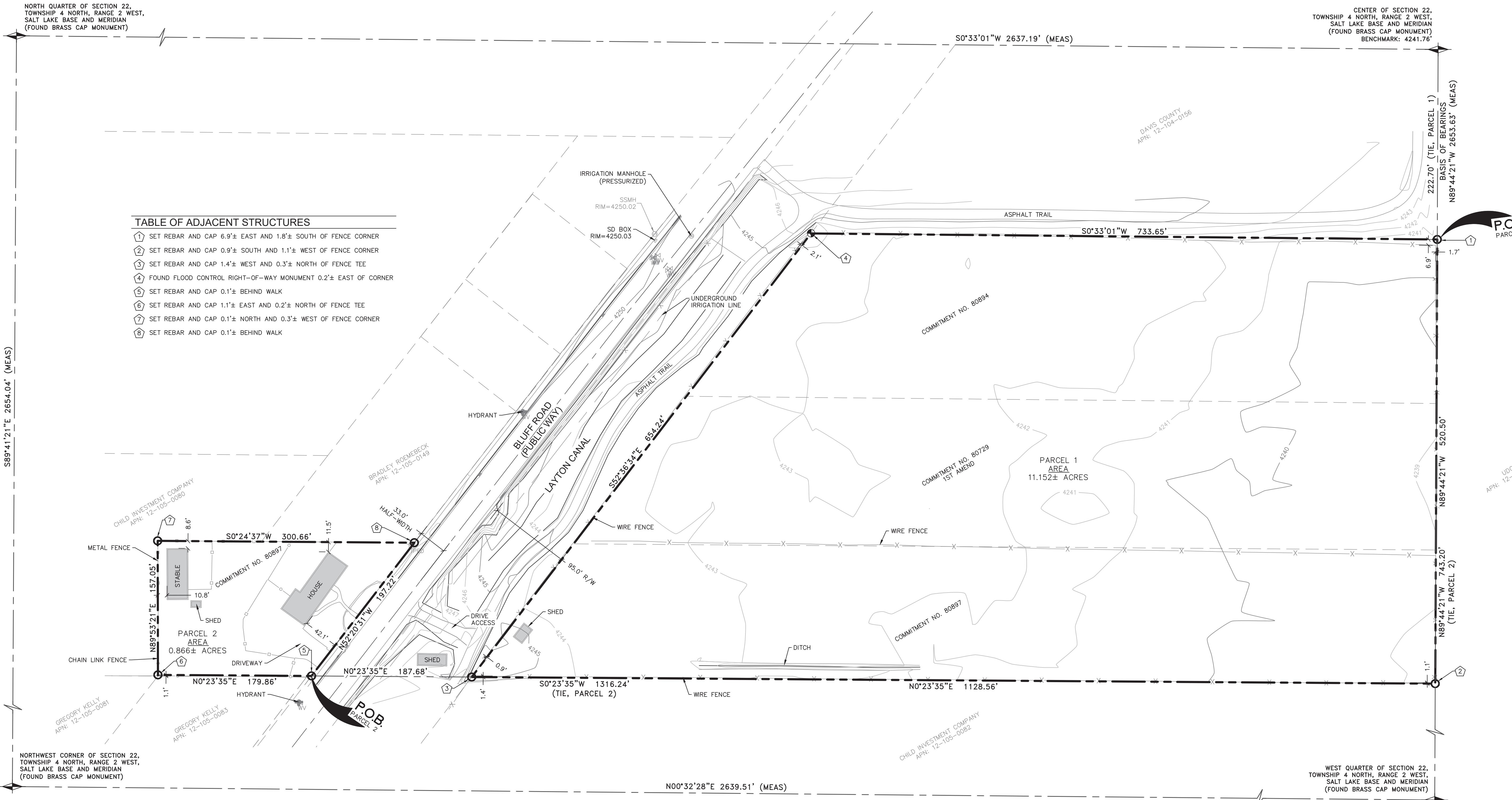
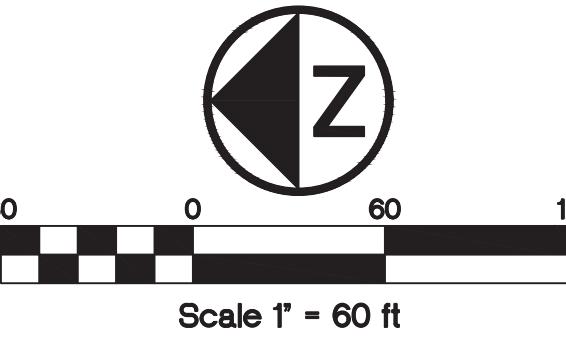
On December 3, 2019 the Planning Commission unanimously recommended that the City Council approve both final subdivision plats.

### *Discussion Goals*

Decide if this item is ready to move on to a vote on the next business meeting or if it should be tabled for further discussion during the next work session. If tabled, provide direction to applicant as to what information is needed prior to the next meeting.

# MONTEREY PROPERTIES

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,  
TOWNSHIP 4 NORTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN  
ALTA/NSPS LAND TITLE SURVEY



# EDGEWATER PARK PHASE 1 SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,

TOWNSHIP 4 NORTH, RANGE 2 WEST,

SALT LAKE BASE AND MERIDIAN,

SYRACUSE CITY, DAVIS COUNTY, STATE OF UTAH

FINAL PLAT

PRD ZONE

NOVEMBER 2019

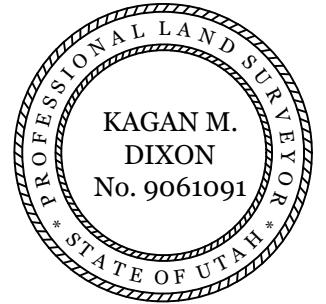
## SURVEYOR'S CERTIFICATE:

I, KAGAN M. DIXON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 9061091 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, COMMON SPACES, AND STREETS, HEREAFTER TO BE KNOWN AS:

### EDGEWATER PARK PHASE 1 SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_



KAGAN M.  
DIXON  
No. 9061091

## BOUNDARY DESCRIPTION

A TRACT OF LAND BEING SITuate IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 89°44'21" WEST BETWEEN THE CENTER AND THE WEST QUARTER OF SAID SECTION, THE SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS NORTH 89°44'21" WEST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 382.70 FEET FROM THE CENTER OF SAID SECTION 22, AND RUNNING THENCE NORTH 89°44'21" WEST ALONG SAID QUARTER SECTION LINE A DISTANCE OF 360.50 FEET; THENCE NORTH 00°23'35" EAST 1498.10 FEET; THENCE NORTH 89°5'31" EAST 157.05 FEET; THENCE SOUTH 00°24'37" WEST 300.66 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BLUFF ROAD; THENCE SOUTH 52°20'31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 342.31 FEET; THENCE SOUTH 37°39'29" WEST 276.08 FEET; THENCE SOUTH 00°33'08" WEST 669.24 FEET; THENCE SOUTH 89°44'21" EAST 85.34 FEET TO THE POINT OF A TANGENT 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 23.64 FEET THROUGH A CENTRAL ANGLE OF 90°17'23" (CHORD BEARS SOUTH 44°35'40" EAST 21.21 FEET); THENCE SOUTH 00°33'01" WEST 84.93 FEET TO THE POINT OF BEGINNING.

CONTAINS 394.793 SQUARE FEET OR 9.063 ACRES, MORE OR LESS  
30 LOTS  
1 PARCEL

## OWNER'S DEDICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS, AND STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT EDGEWATER PARK PHASE 1 SUBDIVISION, AND DO HEREBY DEDICATE TO PUBLIC USE THE STREETS OR SPACES OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREET, THE SAME TO BE USED AS PUBLIC THOROUGHFARE, ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT OF WAY AND EASEMENT OVER, UPON, AND UNDER THE LANDS DESIGNATED HERON AS PARCELS, PUBLIC UTILITY, STORM WATER DETENTION PONDS, AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES, OR PRESERVATION OF WATER CHANNELS IN THEIR NATURAL STATE, WHICHEVER IS APPROPRIATE AS MAY BE AUTHORIZED BY THE GOVERNMENTAL AUTHORITY WHICH OWNERS OF THE LANDS CHEREON ARE CREATED AS PARCELS, EASEMENTS, AND DO HEREBY DEDICATE PARCELS B AND C TO THE HOME OWNERS ASSOCIATION TO BE OWNED AND MAINTAINED BY SAID HOME OWNERS ASSOCIATION, AND WARRANT AND DEFEND AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE, AND OPERATION OF THE STREETS. FURTHERMORE, THE LAND DESIGNATED AS PARCELS B AND C TO BE OWNED BY FEDERAL BUREAU OF RECLAMATION AND TO BE MAINTAINED BY THE WEBER BASIN CONSERVANCY DISTRICT. FURTHERMORE, THE LAND DESIGNATED AS PARCEL A CONTAINS AN EXISTING HOME AND IS TO REMAIN WITH THE EXISTING OWNER, AND NOT BE INCLUDED IN THE HOME OWNERS ASSOCIATION.

## ACKNOWLEDGMENT:

STATE OF UTAH  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_, PERSONALLY APPEARED BEFORE ME  
\_\_\_\_\_, WHO BEING DULY SWORN OF AFFIRMED, DID SAY THAT (S)HE IS THE SIGNER  
OF THE WITHIN OWNER'S DEDICATION AND THAT SAID DEDICATION WAS SIGNED BY HER FREELY AND  
VOLUNTARILY AND FOR THE PURPOSES THEREIN STATED.

SIGNATURE \_\_\_\_\_ PRINTED NAME, A NOTARY PUBLIC COMMISSIONED IN UTAH

COMMISSION NUMBER \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

ALAN PRINCE, MANAGING MEMBER  
MONTEREY DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY

JOSHUA WILLIAM WALKER, AN UNMARRIED MAN

## LLC ACKNOWLEDGEMENT

STATE OF UTAH  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_, PERSONALLY APPEARED BEFORE ME  
\_\_\_\_\_, WHO BEING DULY SWORN OF AFFIRMED, DID SAY THAT (S)HE IS THE  
\_\_\_\_\_, OF \_\_\_\_\_, AND THAT THE WITHIN OWNER'S  
DEDICATION WAS SIGNED BY HIM/HER ON BEHALF OF SAID LLC BY AUTHORITY OF ITS BYLAWS, OR BOARD OF  
DIRECTORS, AND THAT SAID CORPORATION EXECUTED THE SAME.

SIGNATURE \_\_\_\_\_ PRINTED NAME, A NOTARY PUBLIC COMMISSIONED IN UTAH

COMMISSION NUMBER \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

## DOMINION ENERGY

SIGNATURE \_\_\_\_\_ PRINTED NAME, A NOTARY PUBLIC COMMISSIONED IN UTAH

COMMISSION NUMBER \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

## EDGEWATER PARK PHASE 1 SUBDIVISION

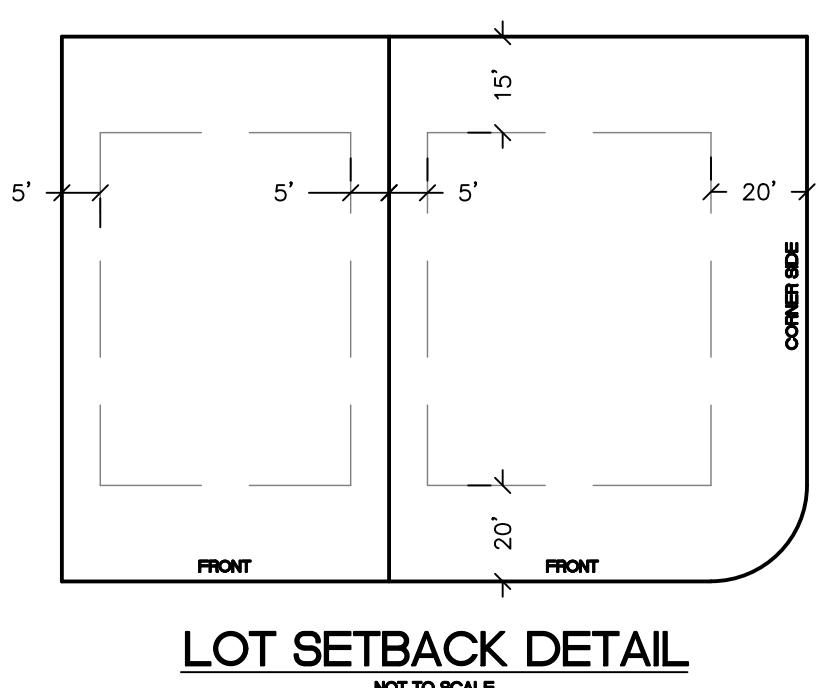
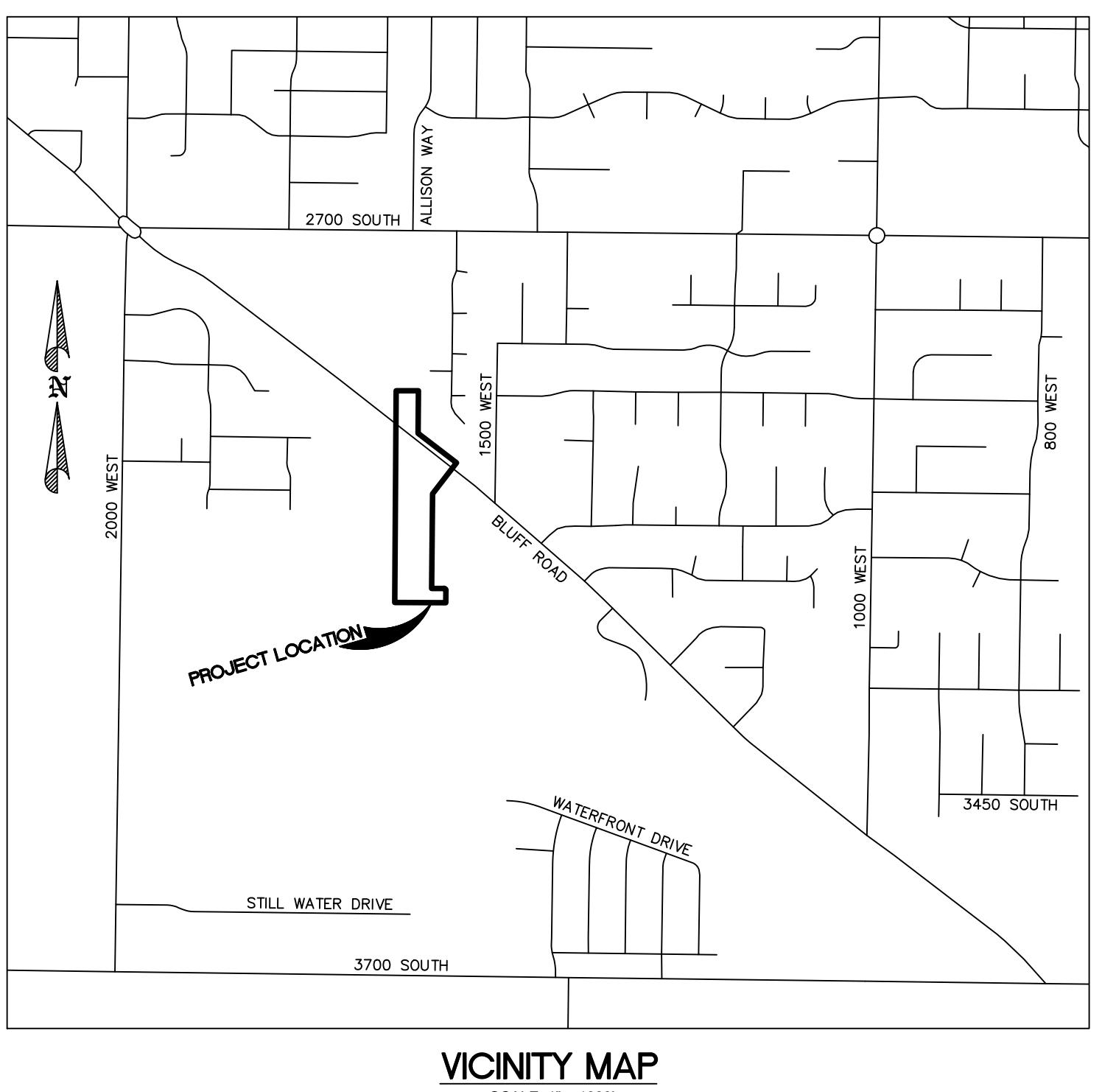
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,

TOWNSHIP 4 NORTH, RANGE 2 WEST,

SALT LAKE BASE AND MERIDIAN,

SYRACUSE CITY, DAVIS COUNTY, STATE OF UTAH

SHEET 1 OF 2



14721 SOUTH HERITAGE CREST WAY  
BLUFFDALE, UTAH 84065  
801.553.8112  
WWW.WILDINGENGINEERING.COM

|                                                                                                          |                                                                                                                                |                                                                                                                                                                   |                                                                                                                                                                          |                                                                                                                                                                                                         |
|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SYRACUSE CITY ATTORNEY<br>APPROVED THIS ____ DAY OF _____, A.D. 20____ BY THE<br>SYRACUSE CITY ATTORNEY. | SYRACUSE CITY PLANNING COMMISSION<br>APPROVED THIS ____ DAY OF _____, A.D. 20____ BY THE<br>SYRACUSE CITY PLANNING COMMISSION. | SYRACUSE CITY ENGINEER<br>I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT<br>AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE<br>IN THIS OFFICE. | SYRACUSE CITY COUNCIL<br>PRESENTED TO THE SYRACUSE CITY COUNCIL THIS THE ____<br>DAY OF _____, A.D. 20____, AT WHICH TIME THIS<br>SUBDIVISION WAS APPROVED AND ACCEPTED. | DAVIS COUNTY RECORDER<br>ENTRY NO. _____<br>FEE: \$_____<br>FILED AND RECORDED: _____, A.D. 20____ AT _____ AM/PM IN BOOK _____<br>OF THE OFFICIAL RECORDS, AT PAGE _____<br>RECORDED FOR SYRACUSE CITY |
| SYRACUSE CITY ATTORNEY                                                                                   | CHAIRMAN, SYRACUSE CITY PLANNING COMMISSION                                                                                    | SYRACUSE CITY ENGINEER                                                                                                                                            | SYRACUSE CITY COUNCIL<br>SYRACUSE CITY MAYOR<br>ATTEST:<br>SYRACUSE CITY RECORDER                                                                                        | DAVIS COUNTY RECORDER<br>DEPUTY                                                                                                                                                                         |

# EDGEWATER PARK PHASE 1 SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,

TOWNSHIP 4 NORTH, RANGE 2 WEST,

SALT LAKE BASE AND MERIDIAN,

SYRACUSE CITY, DAVIS COUNTY, STATE OF UTAH

FINAL PLAT

PRD ZONE

NOVEMBER 2019

| Curve Table |         |         |           |               |                |
|-------------|---------|---------|-----------|---------------|----------------|
| Curve #     | Length  | Radius  | Delta     | Chord Bearing | Chord Distance |
| C1          | 256.73' | 200.00' | 73°32'53" | S00°53'03"W   | 239.46'        |
| C2          | 126.65' | 200.00' | 36°16'59" | S17°44'54"E   | 124.55'        |
| C3          | 23.63'  | 15.00'  | 90°18'03" | N07°28'32"W   | 21.26'         |
| C4          | 23.49'  | 15.00'  | 89°43'57" | S82°31'28"W   | 21.16'         |
| C5          | 295.24' | 230.00' | 73°32'53" | S00°53'03"W   | 275.38'        |
| C6          | 218.22' | 170.00' | 73°32'53" | S00°53'03"W   | 203.54'        |
| C7          | 65.96'  | 170.00' | 22°13'51" | S26°32'34"W   | 65.55'         |
| C8          | 152.26' | 170.00' | 51°19'02" | S10°13'53"E   | 147.22'        |
| C9          | 65.49'  | 230.00' | 16°18'56" | S29°30'01"W   | 65.27'         |
| C10         | 203.40' | 230.00' | 50°40'12" | S03°59'33"E   | 196.84'        |
| C11         | 26.34'  | 230.00' | 6°33'45"  | S32°36'31"E   | 26.33'         |
| C12         | 60.98'  | 170.00' | 20°33'14" | N25°36'47"W   | 60.66'         |
| C13         | 46.67'  | 170.00' | 15°43'45" | N07°28'17"W   | 46.52'         |
| C14         | 145.65' | 230.00' | 36°16'59" | N17°44'54"W   | 143.23'        |
| C15         | 107.65' | 170.00' | 36°16'59" | N17°44'54"W   | 105.86'        |
| C16         | 45.10'  | 170.00' | 15°11'58" | N07°59'34"E   | 44.97'         |
| C17         | 23.60'  | 15.00'  | 90°07'56" | S44°40'23"E   | 21.24'         |
| C18         | 23.53'  | 15.00'  | 89°52'04" | S45°19'37"W   | 21.19'         |

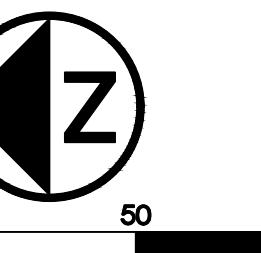
| Address Table |            |
|---------------|------------|
| Lot No.       | Address    |
| 101           | 3014 SOUTH |
| 102           | 3033 SOUTH |
| 103           | 3044 SOUTH |
| 104           | 3052 SOUTH |
| 105           | 3068 SOUTH |
| 106           | 3086 SOUTH |
| 107           | 3094 SOUTH |
| 108           | 3102 SOUTH |
| 109           | 3112 SOUTH |
| 110           | 3124 SOUTH |
| 111           | 3136 SOUTH |
| 112           | 3148 SOUTH |
| 113           | 3162 SOUTH |
| 114           | 3174 SOUTH |
| 115           | 3185 WEST  |
| 130           | 3001 SOUTH |

NORTH QUARTER OF SECTION 22,  
TOWNSHIP 4 NORTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN  
(FOUND BRASS CAP MONUMENT)

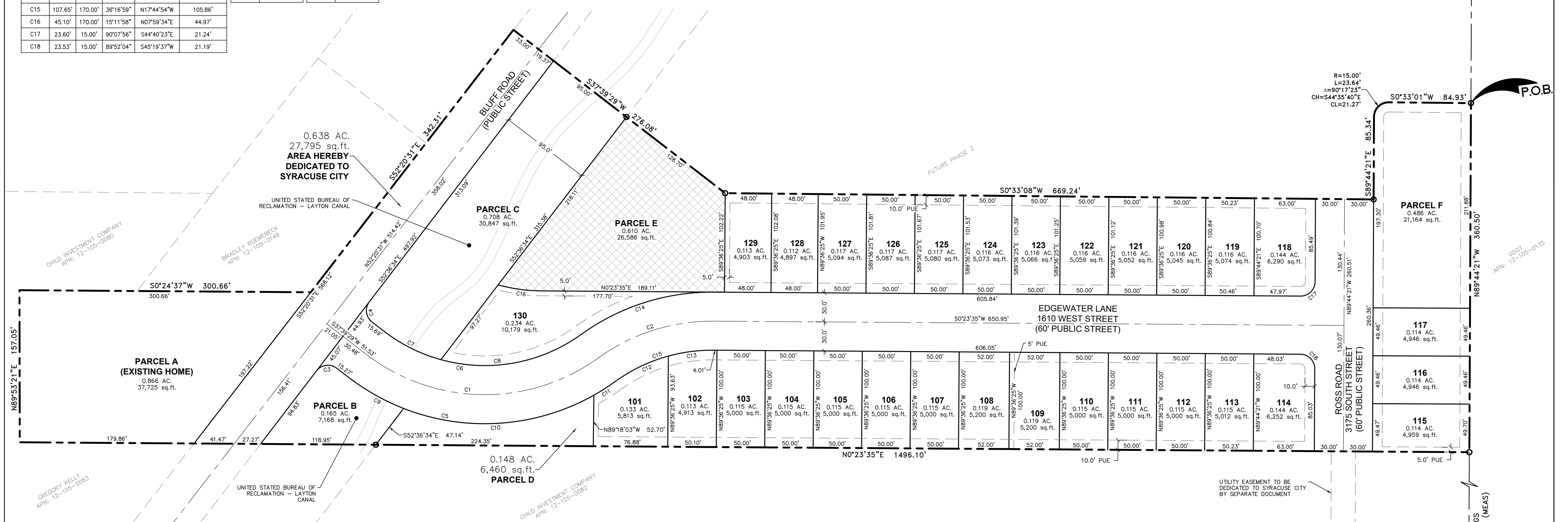
S0°33'01"W 2637.19' (MEAS)

CENTER OF SECTION 22,  
TOWNSHIP 4 NORTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN  
(FOUND BRASS CAP MONUMENT)

S0°33'01"W 2637.19' (MEAS)



Scale 1' = 50 ft



| PARCEL TABLE |                    |                      |
|--------------|--------------------|----------------------|
| PARCEL A     | EXISTING HOME      | NOT PART OF HOA      |
| PARCEL B     | COMMON AREA TYPE A | TRAIL CORRIDOR       |
| PARCEL C     | COMMON AREA TYPE A | TRAIL CORRIDOR       |
| PARCEL D     | COMMON AREA TYPE A | UNDISTURBED UPLANDS  |
| PARCEL E     | COMMON AREA TYPE A | UNDISTURBED WETLANDS |
| PARCEL F     | COMMON AREA TYPE B | DETENTION BASIN      |

COMMON AREA TYPES ARE DEFINED IN THE DEVELOPMENT AGREEMENT RECORDED SIMULTANEOUSLY WITH THIS PLAT.

NOTES:

1. A WILDING ENGINEERING REBAR AND CAP WILL BE SET AT THE LOT CORNERS AND THE OVERALL BOUNDARY CORNERS, AND A PLUG SET IN THE CURB ON THE LOT LINE PROLONGATIONS.
2. COMMON SPACE/DETENTION BASIN PARCELS ARE TO BE OWNED AND MAINTAINED BY HOME OWNERS ASSOCIATION.
3. ALL EXISTING BUILDINGS/STRUCTURES TO BE REMOVED.
4. PARCEL A IS AN EXISTING HOME WHICH IS PART OF THE LEGAL BOUNDARIES OF THE DEVELOPMENT. IT IS NOT A PART OF THE SUBDIVISION, AND THEREFORE, NOT SUBJECT TO THE HOA OR CC&Rs.
5. LOTS 114 AND 118 ARE TO FRONT ON EDGEWATER LANE ONLY.

**LEGEND**

- SECTION LINE
- FOUND SECTION CORNER
- STREET CENTERLINE
- STREET MONUMENT TO BE INSTALLED
- SET 5/8 REBAR AND CAP (WILDING ENGINEERING)
- ADJACENT PROPERTY / ROW LINE
- POB POINT OF BEGINNING
- PUBLIC UTILITY EASEMENT & DRAINAGE EASEMENT (PUE & DE)



COMMON SPACE TYPE 'A'  
UNDISTURBED EMERGENT WET MEADOW

WEST QUARTER OF SECTION 22,  
TOWNSHIP 4 NORTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN  
(FOUND BRASS CAP MONUMENT)

MEAS

BASIS OF BEARINGS  
N89°44'21"W 2635.63' (MEAS)

APN: 12-105-0135

APN: 12-105-0082

MEAS

# EDGEWATER PARK PHASE 2 SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,

TOWNSHIP 4 NORTH, RANGE 2 WEST,

SALT LAKE BASE AND MERIDIAN,

SYRACUSE CITY, DAVIS COUNTY, STATE OF UTAH

FINAL PLAT

PRD ZONE

NOVEMBER 2019

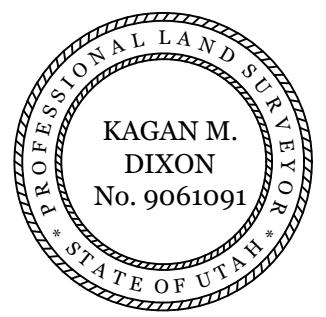
## SURVEYOR'S CERTIFICATE:

I, KAGAN M. DIXON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 9061091 AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT, BY THE AUTHORITY OF THE OWNER, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND THAT I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, COMMON SPACES, AND STREETS, HEREAFTER TO BE KNOWN AS:

### EDGEWATER PARK PHASE 2 SUBDIVISION

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_



KAGAN M.  
DIXON  
No. 9061091

## BOUNDARY DESCRIPTION

A TRACT OF LAND BEING SITUATE IN THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 89°44'21" WEST BETWEEN THE CENTER AND THE WEST QUARTER OF SAID SECTION, SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE QUARTER SECTION LINE, SAID POINT BEING NORTH 89°44'21" WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 222.70 FEET FROM THE CENTER OF SAID SECTION 22, AND RUNNING THENCE 89°44'21" WEST ALONG THE QUARTER SECTION LINE A DISTANCE OF 160.00 FEET; THENCE NORTH 00°33'01" EAST 84.93 FEET TO THE POINT OF A TANGENT 15.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE CURVE A DISTANCE OF 23.64 FEET THROUGH A CENTRAL ANGLE OF 90°17'23" (CHORD BEARS NORTH 44°35'40" WEST 21.27 FEET); THENCE NORTH 89°44'21" WEST 85.34 FEET; THENCE NORTH 00°33'08" EAST 669.24 FEET; THENCE NORTH 37°39'29" EAST 276.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF BLUFF ROAD; THENCE SOUTH 51°31'22" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 118.95 FEET; THENCE SOUTH 00°33'01" WEST 914.98 FEET TO THE POINT OF BEGINNING.

CONTAINS 225,714 SQUARE FEET OR 5.182 ACRES, MORE OR LESS.  
21 LOTS

## OWNER'S DEDICATION

I, THE UNDERSIGNED OWNER, OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO LOTS, PARCELS, AND STREETS AS SHOWN ON THE PLAT, AND NAME SAID TRACT EDGEWATER PARK PHASE 2 SUBDIVISION. I DO HEREBY DEDICATE THE SAME AS PUBLIC ROADS, OR STREETS, OR COMMON SPACES, OR LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PUBLIC THOROUGHFARES, ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT OF WAY AND EASEMENT OVER, UPON, AND UNDER THE LANDS DESIGNATED HEREON AS PARCELS, PUBLIC UTILITY, STORM WATER DETENTION PONDS, AND DRAINAGE EASEMENTS, THE SAME TO BE USED FOR THE INSTALLATION, MAINTENANCE, AND OPERATION OF PUBLIC UTILITY SERVICE LINES, STORM DRAINAGE FACILITIES, OR PRESERVATION OF THE CHANGES IN THE NATURAL STATE, AS HEREIN IS APPLICABLE AS MAY BE AUTHORIZED BY THE GOVERNING AUTHORITY, WHICH NO BUILDING OR STRUCTURES ARE ERECTED ON THESE EASEMENTS, AND DO HEREBY DEDICATE PARCELS B, C, D, AND E TO THE HOME OWNER'S ASSOCIATION, TO BE OWNED AND MAINTAINED BY SAID HOME OWNER'S ASSOCIATION, AND WARRANT AND DEFEND, AND SAVE THE CITY HARMLESS AGAINST ANY EASEMENTS OR OTHER ENCUMBRANCES ON THE DEDICATED STREETS WHICH WILL INTERFERE WITH THE CITY'S USE, MAINTENANCE AND OPERATION OF THE STREETS. FURTHERMORE, THE LAND DESIGNATED AS PARCEL A, TO BE OWNED BY FEDERAL BUREAU OF RECLAMATION AND TO BE MAINTAINED BY THE WEBER BASIN CONSERVANCY DISTRICT.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

ALAN PRINCE, MANAGING MEMBER  
MONTEREY DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY

## LLC ACKNOWLEDGEMENT

STATE OF UTAH  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, A.D. \_\_\_\_\_, PERSONALLY APPEARED BEFORE ME \_\_\_\_\_ WHO BEING DULY SWORN OR AFFIRMED, DID SAY THAT (S)HE IS THE \_\_\_\_\_ OF \_\_\_\_\_, AND THAT THE WITHIN OWNER'S DEDICATION WAS SIGNED BY HIM/HER ON BEHALF OF SAID LLC BY AUTHORITY OF ITS BYLAWS, OR BOARD OF DIRECTORS, AND THAT SAID CORPORATION EXECUTED THE SAME.

SIGNATURE \_\_\_\_\_ PRINTED NAME, A NOTARY PUBLIC COMMISSIONED IN UTAH

COMMISSION NUMBER \_\_\_\_\_ EXPIRATION DATE \_\_\_\_\_

## DOMINION ENERGY

## EDGEWATER PARK PHASE 2 SUBDIVISION

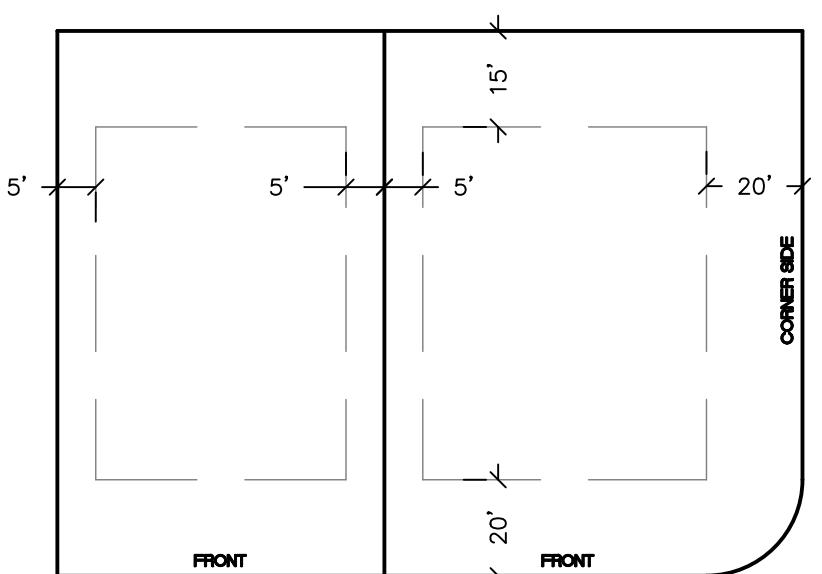
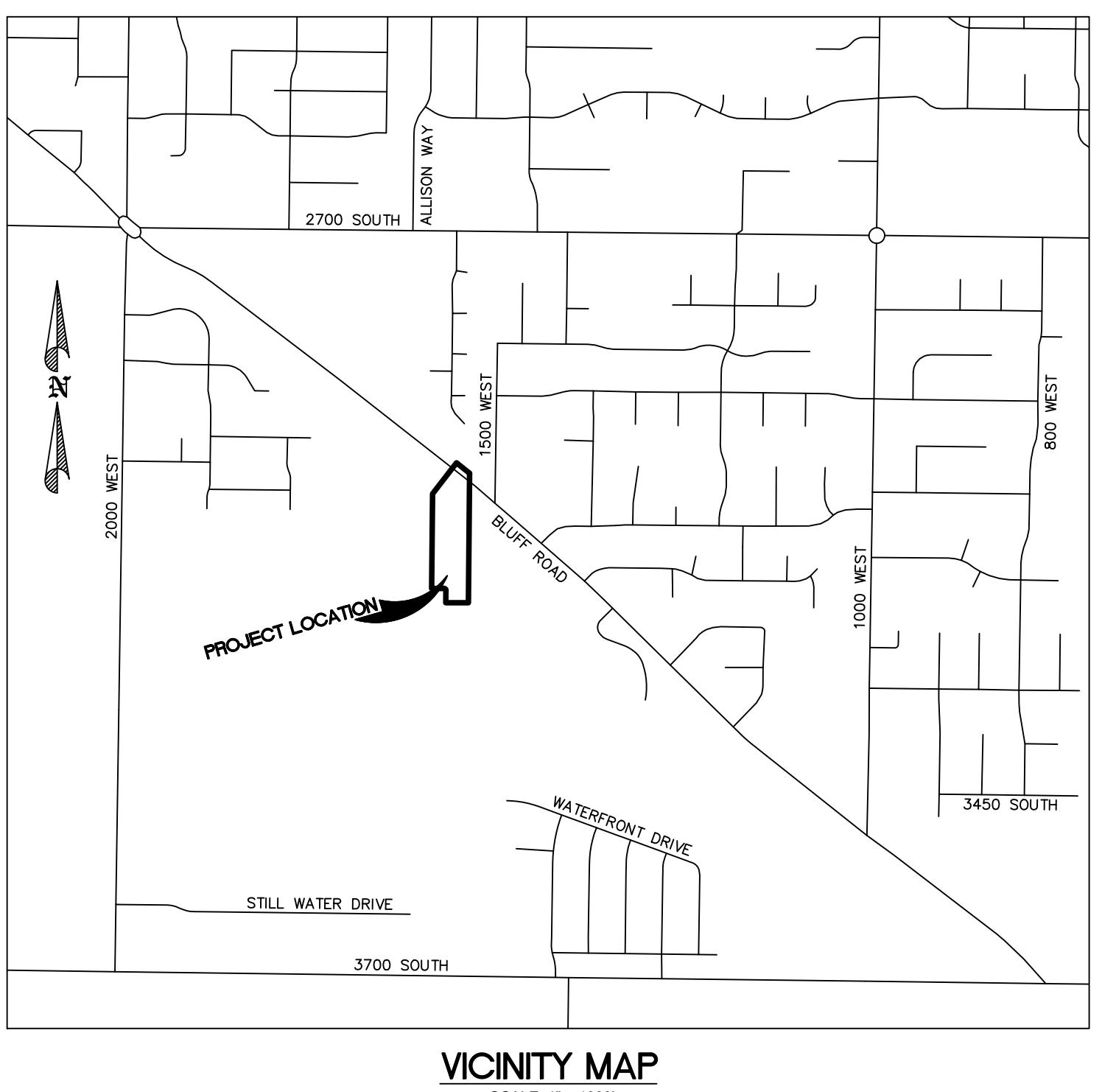
LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,

TOWNSHIP 4 NORTH, RANGE 2 WEST,

SALT LAKE BASE AND MERIDIAN,

SYRACUSE CITY, DAVIS COUNTY, STATE OF UTAH

SHEET 1 OF 2



| SYRACUSE CITY ATTORNEY                                                      | SYRACUSE CITY PLANNING COMMISSION                                                      | SYRACUSE CITY ENGINEER                                                                                                            | SYRACUSE CITY COUNCIL                                                                                                                     | DAVIS COUNTY RECORDER                                                                                                                                                     |
|-----------------------------------------------------------------------------|----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| APPROVED THIS ____ DAY OF _____, A.D. 20____ BY THE SYRACUSE CITY ATTORNEY. | APPROVED THIS ____ DAY OF _____, A.D. 20____ BY THE SYRACUSE CITY PLANNING COMMISSION. | I HEREBY CERTIFY THAT THIS OFFICE HAS EXAMINED THIS PLAT AND IT IS CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE. | PRESENTED TO THE SYRACUSE CITY COUNCIL THIS THE ____ DAY OF _____, A.D. 20____, AT WHICH TIME THIS SUBDIVISION WAS APPROVED AND ACCEPTED. | ENTRY NO. _____<br>FEE: \$_____<br>FILED AND RECORDED: _____, A.D. 20____ AT _____ AM/PM IN BOOK _____ OF THE OFFICIAL RECORDS, AT PAGE _____. RECORDED FOR SYRACUSE CITY |

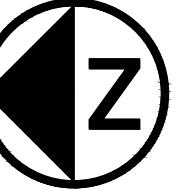
| WEBER BASIN WATER<br>ON BEHALF OF FEDERAL BUREAU OF RECLAMATION<br>AND LAYTON CANAL COMPANY. | ROCKY MOUNTAIN POWER                                                  |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| APPROVED THIS ____ DAY OF _____, A.D. 20____ BY ROCKY MOUNTAIN POWER.                        | APPROVED THIS ____ DAY OF _____, A.D. 20____ BY ROCKY MOUNTAIN POWER. |
| REPRESENTATIVE _____                                                                         | REPRESENTATIVE _____                                                  |

SYRACUSE CITY ENGINEER DATE  
SYRACUSE CITY MAYOR  
ATTEST: SYRACUSE CITY RECORDER

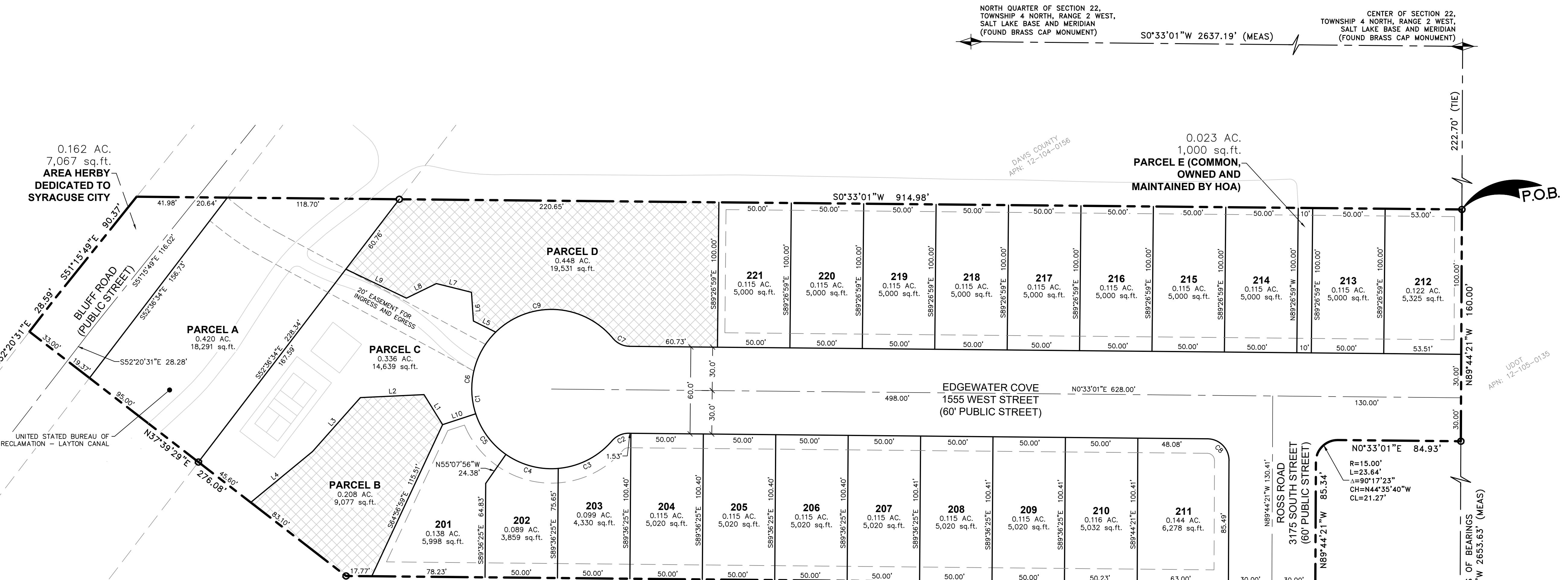
DAVIS COUNTY RECORDER DEPUTY

# EDGEWATER PARK PHASE 2 SUBDIVISION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 22,  
TOWNSHIP 4 NORTH, RANGE 2 WEST,  
SALT LAKE BASE AND MERIDIAN,  
SYRACUSE CITY, DAVIS COUNTY, STATE OF UTAH  
FINAL PLAT  
PRD ZONE  
NOVEMBER 2019



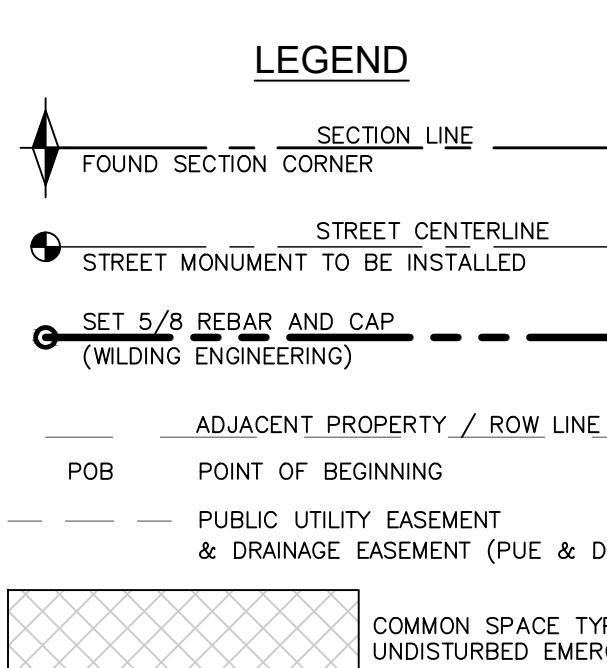
40 0 40 80  
Scale 1' = 40 ft



| Curve Table |         |        |            |                     |
|-------------|---------|--------|------------|---------------------|
| Curve #     | Length  | Radius | Delta      | Chord Bearing       |
| C1          | 187.84' | 55.00' | 195°40'38" | N47°17'36"W 108.97' |
| C2          | 13.09'  | 15.00' | 49°59'41"  | N24°26'49"W 12.68'  |
| C3          | 42.77'  | 55.00' | 44°33'09"  | S27°10'06"E 41.70'  |
| C4          | 38.17'  | 55.00' | 39°45'36"  | S14°59'17"W 37.41'  |
| C5          | 35.55'  | 55.00' | 37'01'55"  | S53°23'02"W 34.93'  |
| C6          | 61.14'  | 55.00' | 63°41'27"  | N76°15'17"W 58.04'  |
| C7          | 13.09'  | 15.00' | 49°59'41"  | S25°32'52"W 12.68'  |
| C8          | 23.49'  | 15.00' | 89°42'37"  | N45°24'20"E 21.16'  |
| C9          | 91.15'  | 55.00' | 94°57'16"  | N03°04'05"E 81.07'  |

| Parcel Line Table |        |             |
|-------------------|--------|-------------|
| Line #            | Length | Direction   |
| L1                | 24.35' | S58°15'13"W |
| L2                | 44.00' | S02°41'17"E |
| L3                | 49.79' | S48°24'30"E |
| L4                | 55.25' | S39°27'49"E |
| L5                | 17.18' | S26°29'27"W |
| L6                | 19.89' | S66°09'58"W |
| L7                | 24.98' | S13°58'17"W |
| L8                | 22.98' | S25°59'12"E |
| L9                | 46.37' | S25°31'36"W |
| L10               | 24.06' | N18°06'01"W |

| Address Table |            |          |            |
|---------------|------------|----------|------------|
| Parcel #      | Address    | Parcel # | Address    |
| 201           | 3054 SOUTH | 212      | 3195 SOUTH |
| 202           | 3066 SOUTH | 213      | 3187 SOUTH |
| 203           | 3082 SOUTH | 214      | 3179 SOUTH |
| 204           | 3098 SOUTH | 215      | 3171 SOUTH |
| 205           | 3104 SOUTH | 216      | 3165 SOUTH |
| 206           | 3114 SOUTH | 217      | 3151 SOUTH |
| 207           | 3126 SOUTH | 218      | 3143 SOUTH |
| 208           | 3134 SOUTH | 219      | 3129 SOUTH |
| 209           | 3146 SOUTH | 220      | 3117 SOUTH |
| 210           | 3158 SOUTH | 221      | 3105 SOUTH |
| 211           | 3168 SOUTH |          |            |



**PAYBACK AGREEMENT**  
**STORM AND SEWER IMPROVEMENTS TO BE INSTALLED BY**  
**MONTEREY PROPERTIES IN EDGEWATER PARK SUBDIVISION**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Syracuse, a municipal corporation of Utah, hereinafter referred to as the "CITY" and Monterey Properties, LLC, whose address is 6915 South 900 East, Midvale, UT 84047, hereinafter referred to as the "DEVELOPER."

**WHEREAS**, pursuant to Syracuse City Municipal Code Section 8.10.140, the CITY has by Resolution No. \_\_\_\_\_ adopted by the City Council of the CITY on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, approved the execution of this Payback Agreement with the DEVELOPER above and referring to facilities described herein; and

**WHEREAS**, in connection with the establishment of the Edgewater Park Subdivision in Syracuse City, Utah, the DEVELOPER will install sewer and storm drain improvements, including piping, casing, manholes, cleanouts, and backfill, which will thereafter be dedicated as part of the utility systems of the CITY;

**WHEREAS**, the above-described improvements benefit other land-owners who would or should in equity normally pay a portion of the improvements, as provided in Syracuse City code;

**NOW THEREFORE, IN CONSIDERATION OF THE CONDITIONS AND COVENANTS HEREIN, THE PARTIES AGREE AS FOLLOWS:**

**1. DEVELOPER**

- A. The DEVELOPER is either the record owner or has a contractual right to become the record owner of real property legally described as shown on Exhibit B submitted by the DEVELOPER and attached hereto. The real property described is also known as the Edgewater Park Subdivision, Davis County, Utah.
- B. Legal descriptions of the benefitted properties are included in Exhibit B.
- C. A map showing the DEVELOPER's property and the benefitted properties is attached hereto as Exhibit C.

**2. FACILITIES**

The facilities which will be constructed by the DEVELOPER herein are as shown in the attached Exhibit A, Improvement Plans and itemized in Exhibit D (Cost Estimate), which are incorporated herein by these references, with the original on file at the office of the City Engineer. The facilities shall be constructed in accordance with the ordinances and requirements of the CITY governing the construction specifications for facilities of such type, and subject to approval by the City Engineer.

**3. AREA OF FACILITY SERVICE BENEFIT**

- A. The properties benefited by the facilities constructed by the DEVELOPER are shown on Exhibits B & C which are by this reference incorporated herein as if fully set forth herein. Any owner of real estate legally described within the benefit boundary as shown on the attached Exhibits B & C, shall pay as a condition for connecting to the facilities, an amount identified in Section 5. All property within the benefit boundary shall be subject to the connection fee as provided in this agreement as a condition of issuance of the connection permit by the CITY.
- B. The areas designated as benefitting from the improvements have been determined based upon the plans submitted by the Utah Department of Transportation's record of decision related to the construction of the West Davis Corridor. UDOT's construction plans are not yet finalized, and what is installed may vary from those plans. The parties agree that any material deviation from those plans in the actual construction shall warrant a revision of the area and pro-rata share for those benefitting properties.
- C. The DEVELOPER affirmatively indicates that property currently owned by Castle Creek Homes, LLC, and identified in Exhibit B as excluded, is not subject to the terms of this Agreement, as they will be directly sharing costs related to the construction of the improvements pursuant to a separate cost-sharing agreement. Nothing in this Agreement shall be deemed to construed to impair, affect, or modify the separate cost-sharing agreement between DEVELOPER and Castle Creek Homes, LLC.

**4. TERM; BENEFITTING PROPERTY TO PAY PRO RATA SHARE**

- A. For a period of ten (10) years from the date of execution of this Agreement, any owner of real estate legally described in Section 3, and which owner has not fully contributed their pro rata share to the original cost of the above-described facility, shall pay to the CITY the amounts shown in Exhibit D attached hereto. The charge herein represents the fair pro rata share of the cost of construction of said facilities payable by properties benefited. Such properties are shown in Exhibits B and C. Payment of the benefitted property owner's pro rata share is a condition of issuance of the connection permit by the CITY.
- B. The CITY shall reimburse the DEVELOPER at six (6) month intervals any such amounts collected.
- C. Upon the expiration of the 10-year term, any moneys collected by the CITY will not be reimbursed to the DEVELOPER.

**5. AMOUNT OF REIMBURSEMENT**

- A. The DEVELOPER, his successors, heirs and assigns, agrees that the amounts which the DEVELOPER is reimbursed from the property owners as specified in Section 3 of this Agreement, represents a fair pro rata share reimbursement for the DEVELOPER'S construction of the facilities described in Section 2 of this Agreement. The amounts per area are separately itemized as shown in Exhibit D attached hereto and totaling not more than \$ 69,931.60 in full amount of reimbursable costs.
- B. The DEVELOPER acknowledges and agrees that the costs cited in this Agreement and itemized in Exhibit D are estimates by the DEVELOPER's engineer, which have been

reviewed by the City Engineer. The amount of recovery shall be limited to the amounts actually expended by the DEVELOPER.

- C. The DEVELOPER shall provide to the City Engineer an itemized bill from the contractors who perform the work, so that the amount may be updated. The amount shall thereafter be adjusted based upon actual expenditures and filed with the Davis County Recorder's Office as a supplement to this Agreement. In the absence of an itemized bill, the CITY shall not be required to collect the pro rata share described in Section 4.
- D. Prior to recordation by the DEVELOPER as described in Section 10, the CITY shall mail to the property owners, as reflected in the records of the Davis County Assessor's Office, as specified in Section 3, notification of the allocation of costs to be levied against the properties which are payable prior to connection to the systems. The property owner shall have the right to a review of the costs with the Director of Public Works within 21 days from the date of said notice for the purpose of requesting an adjustment in the allocation of the charge to the property.
- E. If the Director of Public Works, upon requested review by a notified property owner(s), does find cause for adjustment in the allocation of the charge to the benefited property(s), such adjustment will be made and the DEVELOPER will be notified of the adjusted amount(s) prior to recordation. The resulting adjusted Exhibits C and D shall govern reimbursement amounts to be received by the DEVELOPER.

#### **6. EFFECT OF AGREEMENT**

- A. The provisions of this Agreement shall not be effective as to any owner of real estate not a party hereto unless this Agreement has been recorded in the office of the County Recorder of Davis County in which the real estate is located prior to the time such owner receives a permit to tap into or connect to said facilities.
- B. If for any reason, the CITY fails to secure a benefitted property owner's payment for Owner's fair pro rata share of the cost of the facilities, before connection to the extension, the CITY is not liable for payment to the DEVELOPER, or any damages that may result from such a failure.
- C. The entire responsibility for notices, recordation and completion of this Agreement is upon the DEVELOPER, who agrees to do all and to hold the CITY harmless. The DEVELOPER also bears the responsibility to ensure the CITY is aware of this Agreement when benefitting parcels submit development applications.

#### **7. OWNERSHIP OF FACILITY**

After the DEVELOPER has constructed the facilities described in Section 2 of this Agreement, which facilities have been accepted by the CITY as satisfactory, the facilities shall become a part of the municipal system of the CITY. All maintenance and operation costs of said facility shall be borne by the CITY, except as noted otherwise. The DEVELOPER shall have no interest in the facilities or right to prevent access to them.

#### **8. UNAUTHORIZED CONNECTION**

- A. Whenever any connection is made into the facilities described in Exhibit A under this Agreement which is not authorized by the CITY, the CITY shall have the absolute authority

to remove or cause to be removed such unauthorized connections and all connecting lines or pipes located in the facility's right-of-way.

B. The CITY shall incur no liability for any damage to any person or property resulting from removal of the unauthorized connection.

#### **9. CURRENT ADDRESS & TELEPHONE NUMBER**

The DEVELOPER shall keep a current record of his/her address and telephone number on file with the Director of Public Works of the CITY, and shall within 30 days of any change of said address and/or telephone number, notify the Director of Public Works of the CITY in writing. If the DEVELOPER fails to do so, the parties agree that the CITY may authorize connections resulting therefrom and not incur any liability for the non-collection and/or non-reimbursement of charges to the DEVELOPER under this Agreement.

#### **10. COVENANT RUNNING WITH THE LAND**

This Agreement shall be binding on the DEVELOPER, its successors, heirs and assigns and shall so be binding on the legal owners of all properties described within the benefit boundary of the area as shown in the attached Exhibits B and C, their successors, heirs and assigns. The DEVELOPER agrees to pay all fees for recording this Agreement with the County Recorder. The DEVELOPER shall make the actual recording and provide the CITY with confirmation thereof, but such recordation shall only be made after expiration of review period specified in Section 5.

#### **11. HOLD HARMLESS**

The DEVELOPER will indemnify and save the CITY and the CITY'S officials and agents harmless from all claims and costs of defense, arising out of this agreement, as a result of DEVELOPER actions, misconduct or breach of contract, including but not limited to attorney's fees, expert witness fees, and the cost of the services of engineering and other personnel who's time is reasonably devoted to the preparation and attendance of depositions, hearings, arbitration proceedings, settlement conferences and trials growing out of the demands and/or actions of property owners incurred in the performance or completion of this Agreement.

#### **12. CONSTITUTIONALITY OR INVALIDITY**

If any section, subsection, clause or phrase of this Agreement is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Agreement, as it being hereby expressly declared that this Agreement and each section, subsection, sentence, clause and phrase hereof would have been prepared, proposed, adopted and approved and ratified irrespective of the fact that any one or more section, subsection, sentence, clause or phrase be declared invalid or unconstitutional.

Exhibit A: Improvement Plans

Exhibit B: legal description of properties

Exhibit C: Map (showing benefited properties)

#### Exhibit D: Cost apportionment

(Signatures appear on next page)

## CITY OF SYRACUSE

**Mayor, Mike Gailey**

ATTEST:

**APPROVED AS TO FORM:**

## City Recorder

### City Attorney

STATE OF UTAH )  
 ) ss  
COUNTY OF DAVIS )

On this day of , 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known as the Mayor, for the City of Syracuse, the corporation who executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said City of Syracuse, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument on behalf of said municipal corporation.

GIVEN under my hand and official seal this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_.

---

NAME

NOTARY PUBLIC in and for the State of Utah,  
My Commission Expires:

DEVELOPER:



Signature

MONTEREY PROPERTIES, LLC

Print

Managing Member

Title

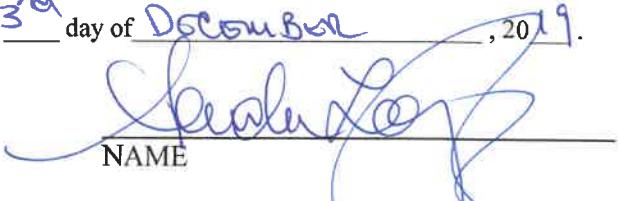
STATE OF UTAH )

) ss.

COUNTY OF UTAH )

ON THIS 3<sup>rd</sup> day of December, 2019, before me, personally appeared and , to me known to be the  
Michael Prince and of the DEVELOPER the party(ies) who executed - the corporation/company that  
executed the within and foregoing instrument, and acknowledged said instrument to be his/her/their the free and  
voluntary act and deed of said corporation/company, for the uses and purposes therein mentioned, and on oath stated  
that they were authorized to execute said instrument.

GIVEN under my hand and official seal this 3<sup>rd</sup> day of December, 2019.



NAME

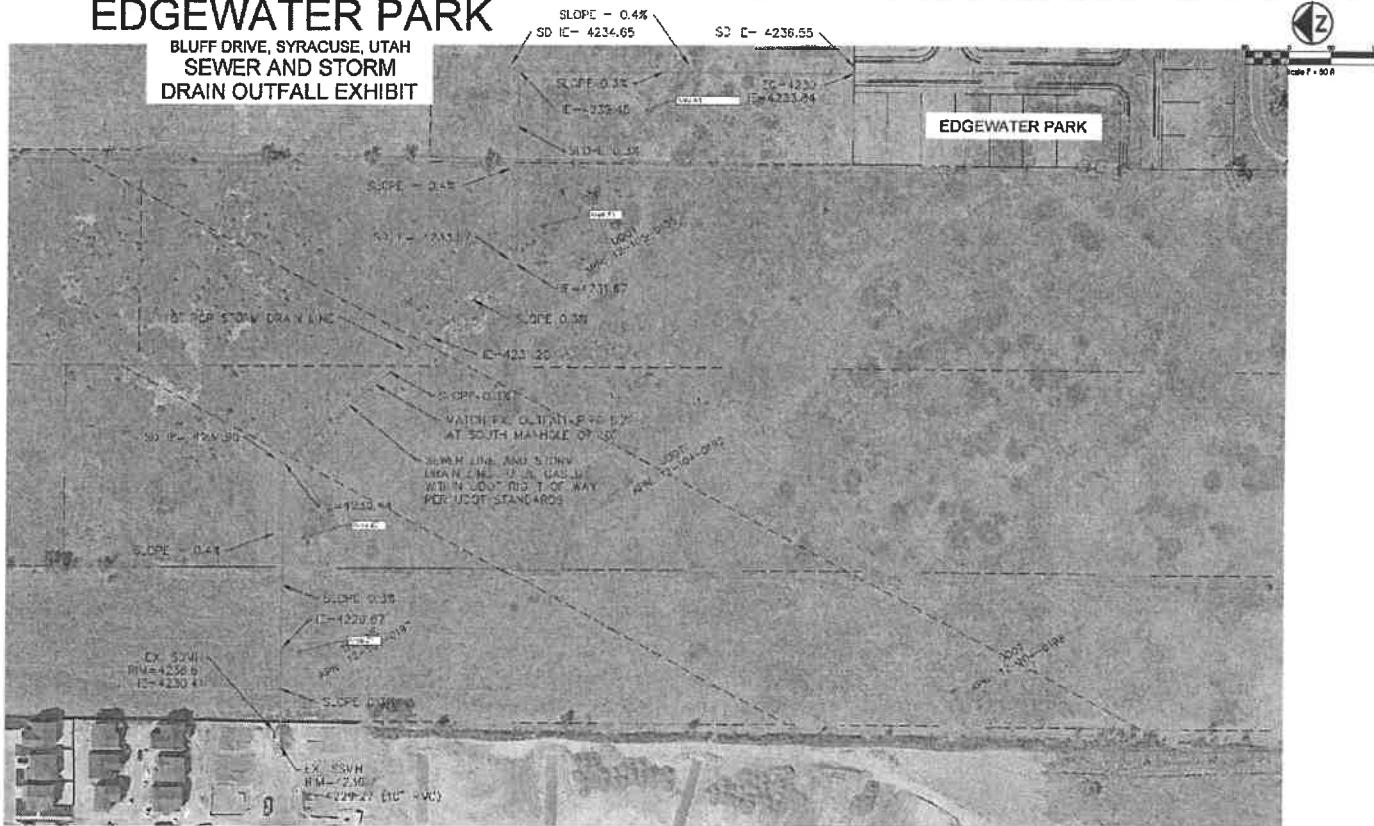
NOTARY PUBLIC in and for the State of Utah  
My Commission Expires: 11/16/2020.



**EXHIBIT A**  
**IMPROVEMENT PLANS**

## EDGEWATER PARK

BLUFF DRIVE, SYRACUSE, UTAH  
SEWER AND STORM  
DRAIN OUTFALL EXHIBIT



|              |                |                   |       |          |
|--------------|----------------|-------------------|-------|----------|
| PROJECT NAME |                | EDGEMEATER PARK   | DATE  | 3/1/2019 |
| LOCATION     |                | 2055 S BLUFF ROAD | GRADE | 1" = 60" |
| SECTION      | SYRACUSE, UTAH | JRP               | GDW   | SCALE    |
| 100'         |                | 100'              |       | 1 OF 1   |
| 100'         |                | 100'              |       |          |

EXHIBIT B  
PROPERTY DESCRIPTIONS

DEVELOPER'S PROPERTY:

Parcel ID: 12-105-0051

Beg 414.0 FT W FR CEN SEC 22-T4N-R2W SLM; TH N 1080.53 FT M/L TO S LINE PPTY CONV IN 697-978; TH N 52°21'W 216.8 FT; TH S 1212.93 FT; TH E 171.7 FT TO THE POB. CONT 4.51 ACRES.

Parcel ID: 12-105-0050

BEG 586.6 FT W OF CENTER OF SEC 22-T4N-R2W, SLM; TH N 1497.12 FT; TH W 157.05 FT; TH S 1496.1 FT; TH E 156.6 FT TO BEG. CONT 5.3778 ACRES.

PROPERTIES EXCLUDED FROM THIS AGREEMENT:

Parcel ID: 12-105-0153

BEG AT APT 743.2 FT W OF THE CENTER OF SEC 22-T4N-R2W, SLB&M; & RUN TH N 1496.1 FT; TH N 52°21'; W 354.2 FT; TH S 1712.4 FT; TH E 280.5 FT TO THE POB. CONT 7.74 ACRES.

Parcel ID: 12-105-0048

[NEED FULL LEGAL DESCRIPTION ON FILE WITH DAVIS COUNTY RECORDER OFFICE]

BENEFITTED PROPERTIES:

Parcel ID: 12-105-0135

[NEED LEGAL DESCRIPTION OF SPECIFIC PORTION OF PARCEL THAT IS BENEFITTED]

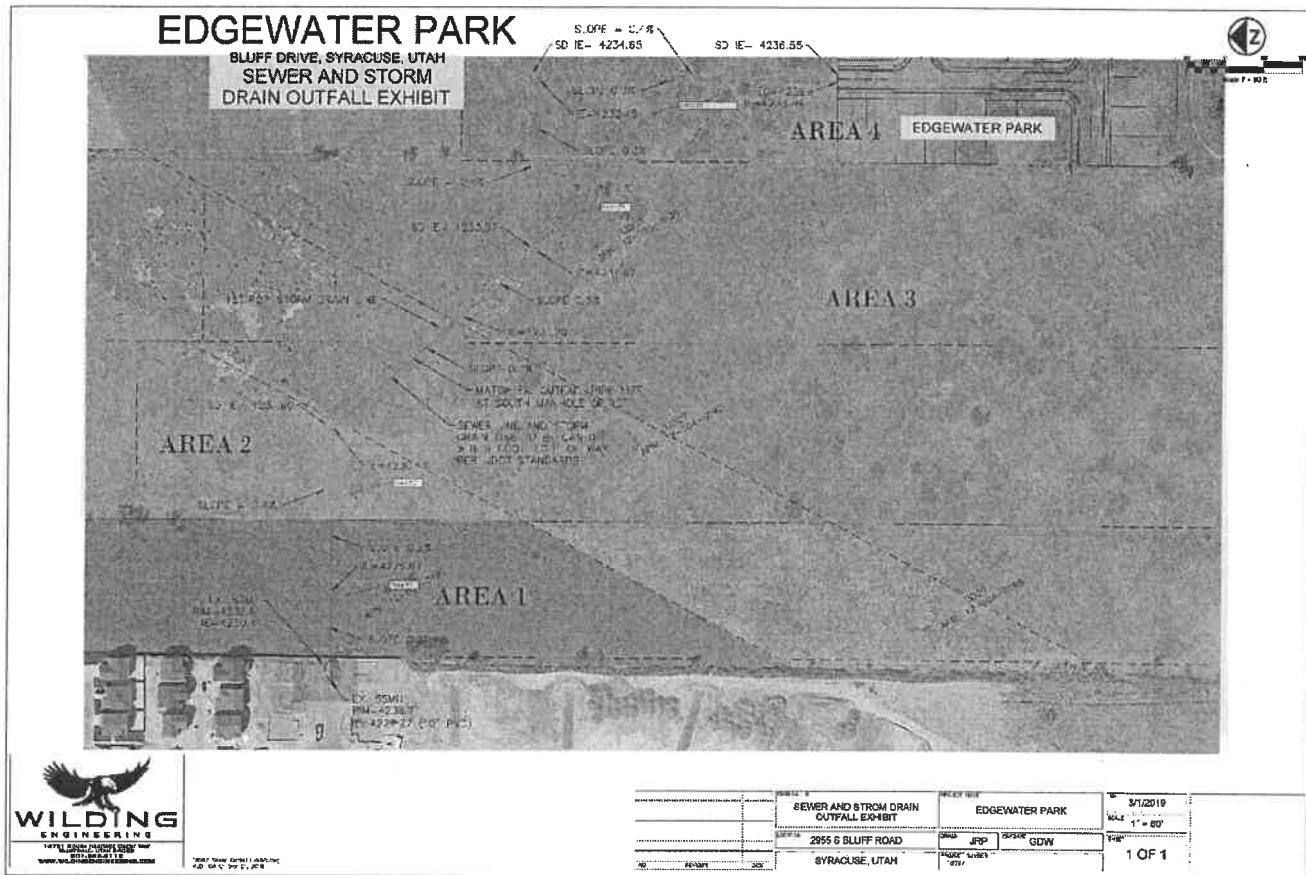
Parcel ID: 12-104-0192

[NEED LEGAL DESCRIPTION OF SPECIFIC PORTION OF PARCEL THAT IS BENEFITTED – ALSO BOTH AREA #2 & #3 HAVE PORTIONS OF THIS PARCEL IN THEM]

Parcel ID: 12-104-0198

[NEED FULL LEGAL DESCRIPTION ON FILE WITH DAVIS COUNTY RECORDER OFFICE]

**EXHIBIT C**  
**MAP SHOWING BENEFITTED PROPERTIES**



**EXHIBIT D**  
**COST APPORTIONMENT & COST ESTIMATE**

|                     | Area #1 Cost | Area #2 Cost | Area #3 Cost | Total               |
|---------------------|--------------|--------------|--------------|---------------------|
| Area #1<br>(Orange) | \$3,800.94   | N/A          | N/A          | <b>\$3,800.94</b>   |
| Area #2<br>(Purple) | \$9,122.25   | \$4,533.26   | N/A          | <b>\$13,655.51</b>  |
| Area #3<br>(Green)  | \$12,923.19  | \$6,422.12   | \$33,129.84  | <b>\$52,475.15</b>  |
| Area #4<br>(Pink)   | \$24,326.01  | \$12,088.69  | \$62,362.05  | <b>\$98,776.75</b>  |
| Total               | \$50,172.40  | \$23,044.06  | \$95,491.89  | <b>\$168,708.35</b> |

## ENGINEER'S ESTIMATE



**PROJECT:** Edgewater Park - UDOT and Thayne outfall costs  
**LOCATION:** Syracuse, Utah  
**PREPARED FOR:** Alan Prince  
**DATE:** September 30, 2019

1. Wilding Engineering is not a construction cost estimator or construction contractor, nor should our rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service that a construction cost estimator or construction contractor would provide. This opinion is based solely upon our own experience with construction, requiring us to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction that contractors will employ; the cost and extent of labor, equipment and materials the contractor will employ; the contractor's techniques in determining prices and market conditions at the time; and other factors over which the design professional has no control. Given the assumptions which must be made, Wilding Engineering cannot and does not guarantee the accuracy of our opinions of cost.
2. This opinion of probable cost does not include governing agency permitting or processing fees, costs for relocating or upgrading existing utilities, right of way acquisition, legal fees, associated taxes and other soft costs, design fees, construction mobilization, construction survey costs, geotechnical study costs, or financing fees.
3. The contractor shall verify these quantities with the approved construction drawings for the project.

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

Approval – “I move the City Council **approve** the request of Monterey Properties LLC for two final plats called Edgewater Park Phases 1 and 2 on property located at approximately 2980 South Bluff Road in the PRD Zone.

Table – “I move the City Council **continue** the request of Monterey Properties LLC for two final plats called Edgewater Park Phases 1 and 2 on property located at approximately 2980 South Bluff Road in the PRD Zone until (give date) based on the following findings:

1. (list findings)”

Denial – “I move the City Council **deny** the request of Monterey Properties LLC for two final plats called Edgewater Park Phases 1 and 2 on property located at approximately 2980 South Bluff Road in the PRD Zone based on the following findings:

1. (list findings).”

### ***Attachments:***

- Aerial Map
- Zoning Map
- Phase 1 Subdivision Plat
- Phase 2 Subdivision Plat
- PRD Zoning Ordinance

## **PRD ZONING ORDINANCE**

### **10.75.010 Purpose.**

The purpose of this zone is to allow diversification in the relationship of residential uses to its sites and permit directed flexibility of site design. Further, its intent is to encourage a more efficient use of the land and the reservation of a greater proportion of common space for recreational and visual use than other residential zones may provide and to encourage a variety of dwelling units that allow imaginative concepts of neighborhood and housing options and provide variety in the physical development pattern of the City. This will allow the developer to more closely tailor a development project to a specific user group, such as retired persons.

The intent of this zone is to encourage good neighborhood design while ensuring compliance with the intent of the subdivision and zoning ordinances. The development shall contain common or open space and amenities for the enjoyment of the planned community that are developed and maintained through an active homeowners' association or similar organization with appointed management.

### **10.75.020 Permitted uses.**

The following are permitted uses by right provided the parcel and building meet all other provisions of this title and any other applicable ordinances of Syracuse City:

- (A) Accessory uses and buildings (maximum 200 square feet; only allowed with nonattached dwelling units).
- (B) Churches, synagogues, and temples.
- (C) Dwelling units, single-family.
- (D) Dwelling units, townhome duplex, triplex, fourplex, fiveplex, or sixplex. No apartments.
- (E) Educational services.
- (F) Household pets.
- (G) Private parks.
- (H) Public and quasi-public buildings.
- (I) Residential facilities for persons with disabilities and assisted living centers.

### **10.75.030 Conditional uses.**

The following may be permitted conditional uses, after approval as specified in SCC 10.20.080:

- (A) Day care centers (major). Nonattached dwellings only.
- (B) Home occupations (minor or major). Major CUP limited to nonattached dwellings.
- (C) Temporary commercial uses (see SCC 10.35.050) (minor).
- (D) Temporary use of buildings (see SCC 10.30.100(A)(12)) (minor).

### **10.75.040 Minimum lot standards.**

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

(A) Density. Density shall be allowed according to the following conditions. If a property meets the following requirements, it is not intended to be construed that the City Council must automatically approve the application. The legislative powers are nevertheless available to disapprove a zoning or general plan map amendment application as deemed necessary by the Council.

(1) Six units per acre are allowed when:

(a) The proposed project has frontage upon a collector road.\*

(2) Nine units per acre are allowed only when one of the following is met:

(a) Have frontage and access upon an arterial road.\*

(b) Share a property line with an existing general commercial, professional office, or industrial development.

(3) Twelve units per acre are allowed only when three of the following are met:

(a) Have frontage and access upon a major arterial\* that is owned and maintained by the State Department of Transportation.

(b) Be within the town center overlay zone.

(c) Have frontage upon the intersection of either two arterials or a collector and an arterial road.\*

(d) Is located within one-quarter mile walking distance to bus, train, or other public transit stop/station and has frontage and access upon an arterial roadway.\*

\*(4) Road classifications are identified in the adopted transportation master plan's existing street network.

(B) Common Space. A minimum of 20 percent of the gross acreage of the project shall be developed as common space, or with an in-lieu payment and common space as detailed in subsection (B)(2) of this section.

(1) Common space areas shall:

(a) Be landscaped by the developer with turf, trees, shrubs, ground cover, amenities, and an automatic sprinkling system.

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

(c) Be generally contiguous, not a collection of remnants.

(d) Create an open atmosphere where development does not feel overly intense.

(e) Not include required front, side, and rear yard areas towards common space acreage.

(f) Be administered by an active homeowners' association.

(g) Be permanently restricted from future development and shown on the subdivision plat as perpetually common.

(h) Include multiple amenities from the following list: club house, tennis court, pickleball court, basketball court, playground, community garden, picnic shelter, swimming pool, park benches, walking trails, outdoor exercise equipment, dog park, or splash pad. City Council shall approve all proposed amenities and may approve an amenity not included in this list.

(i) Include approved amenities in each segment of common area; landscaping alone does not qualify a segment as common space.

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

(2) In-Lieu Fee for Required Common Space. An in-lieu fee may be accepted for the development of a nearby City park under the following conditions:

(a) The developer initiates a request to pay a fee in lieu of required common space by petitioning the City at the same time that the concept plan is under review.

(b) The proposed project shall be located within one-half mile (measured in a straight line) of an existing or future Syracuse City park as identified in the adopted parks master plan. Measurement shall be made from the nearest property line of the park to the nearest property line of the development project.

(c) The in-lieu fee shall not be approved if any portion of the proposed development is further than one mile from the nearest receiving park property boundary.

(d) The park property to receive the fee money shall be identified and approved in conjunction with the concept plan.

(e) Qualification of an off-site location to receive in-lieu-of-common-space fees shall be approved by City Council based upon the development needs and priorities stated in the adopted parks master plan, and such qualification shall be decided at the time that the Council reviews the concept plan.

(f) The spending of in-lieu fees shall be limited to the determined off-site receiving location and for no other civic or private use.

(g) If the City Council does not accept the request for in-lieu fees based off the qualifiers stated herein, the development shall build the on-site common space as required by the RPC zone.

(h) If a fee is accepted in lieu of common space, the project will nevertheless be required to build at a minimum: one on-site common amenity such as a tot lot, sport courts, and/or pool occupying at least five percent of the total project land area. All on-site landscaping and common space amenities shall be maintained by an HOA.

(i) The fee money will be due to the City prior to recording of the final subdivision plat proportionate to each phase as applicable.

(j) Development may be allowed on the land that has been accounted for through the collection of in-lieu fees at a density not to exceed the maximum units per acre prescribed by the zone.

(k) In-lieu fees shall be calculated on an individual basis. In-lieu fee amount shall be roughly equivalent to the value of forgone on-site common space area(s) and improvements. Fees shall be determined using mutually accepted methods for cost estimating the dollar amount needed to build the equivalent park improvements and acquire the land needed for said park space. Credit for on-site common space developed beyond the minimum five percent identified in subsection (B)(2)(h) of this section, and actually built within the development, may be subtracted from the estimated fee due.

(l) The agreed upon fee amount, percentage of provided on-site and off-site in-lieu fee, and park development cost per square foot shall be included in a development agreement.

(3) The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide.

(C) The development design shall include direct automobile access to an arterial, or collector roadway, by way of a full width and dedicated right-of-way designed for the movement of automobile traffic or private access road meeting International Fire Code (IFC) standards.

(D) Lot Width. Determined by development plan.

(E) Front Yard. Twenty feet.

(F) Side Yards. A minimum of 10 feet between primary structures and five feet from the property line. If the height of the structure exceeds two stories, then the minimum side yard shall then be 16 feet between primary structures and eight feet from the property line.

(G) Rear Yard. A minimum of 15 feet.

(H) Building Height. As allowed by current adopted building code, with a maximum height of 35 feet to the top of the roof structure. Units located adjacent to single-family detached homes, or units that are within the density category of six units per acre as specified within subsection (A) of this section, shall be limited to a maximum of two stories and/or 30 feet, whichever is shorter.

(I) Architecture.

(1) Horizontal rooflines visible from a public street shall feature breaks or variation at a minimum of every 30 feet. Variation can be accomplished by:

- (a) Vertical offset in ridge line;
- (b) Gables;
- (c) False parapets;
- (d) Exaggerated cornices;
- (e) Dormers;
- (f) Vegetated terraces; or
- (g) Other architectural features such as trellises, cornices, portals or porches.

(2) Duplicating building facades on the same side of the street shall not be allowed more frequently than every third building or in a repeating pattern.

(3) Garages shall not be the major architectural feature of the building.

(4) Garages are encouraged to be recessed from the front facade, or be side or rear fed.

(5) All units shall feature a front porch or balcony with sufficient space for two seats and a walkway.

(6) Buildings shall be positioned on the site so that all front doors face the public road or private drive.

(7) When a unit has frontage onto both a public road and private drive, the front door shall face the public road.

(8) Architectural variation between each household unit is required.

#### **10.75.050 Development plan and agreement requirements.**

(A) Subdivision ordinance requirements shall generally apply to planned residential communities. The developer shall submit a residential development plan of all project phases for City consideration and approval and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except when federal, state, county, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest.

(B) A planned residential development must have a minimum of 4.5 acres.

(C) Repealed by Ord. 19-04.

(D) The development agreement shall show the location and building elevations with exterior building materials, size, and general footprint of all dwelling units and other main buildings and amenities.

(E) The development agreement shall include landscaping, fencing, and other improvement plans for common or open spaces, with the landscaping designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, signs, walking paths, inviting entryways, etc., together with a landscape planting plan. Common space should be the emphasis for the overall design of the development, with various community facilities grouped in places well related to the common space and easily accessible to pedestrians.

(F) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a legally established homeowners' association and governed by enforceable, duly recorded CC&Rs.

(G) The development agreement shall include a building theme showing detail in the unification of exterior architectural style, building materials, and color and size of each unit; however, the intent is not to have the design so dominant that all units are identical. Residential dwellings shall comply with SCC 10.30.020.

#### **10.75.060 Street design.**

The land use authority may approve an alternative street design. The developer may dedicate street rights-of-way to the City so long as they are built per the City's standard street section as found in the public works department adopted development standards. Private access roads not meeting the city's street standards shall at a minimum meet the fire code as directed by the Fire Marshal and be maintained by and dedicated to an HOA.

#### **10.75.070 Off-street parking and loading.**

An enclosed garage shall be provided for car parking with each unit and a minimum of 50 percent of the units shall have a two-car garage. If the unit features a side or rear-fed garage, on-street parallel parking stalls may be counted towards the required visitor parking. On-street stalls shall be well marked with paint. Otherwise, off-street parking and loading shall be as specified in Chapter 10.40 SCC.

#### **10.75.080 Signs.**

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

#### **10.75.090 Land use approval process.**

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

(B) Requests for general plan map amendment, pursuant to SCC 10.20.060, shall be accompanied by the documents required for a subdivision concept plan, as provided in Chapter 8.20 SCC, for the entire development. These items shall be considered concurrently, with input provided by the Planning Commission and City Council to the property owner during the

approval process. The City Council is the land use authority for this joint application, with the Planning Commission acting in a recommending capacity.

(C) Requests for an amendment to the zoning map, pursuant to SCC 10.20.070, shall be accompanied by the documents required for a preliminary subdivision review, as provided in Chapter 8.25 SCC, for the entire development. The application shall also be accompanied, to the extent Chapter 8.25 SCC does not require it, by:

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

(D) The preliminary subdivision plat shall be considered concurrently with the zoning map amendment. The City Council is the land use authority for this joint application, with the Planning Commission acting in a recommending capacity. Once approved, the preliminary subdivision plat shall be considered a binding zoning document. The applicant must also execute a development agreement in connection to the zoning map amendment.

(E) Final subdivision approval for each phase of development for a master planned community shall proceed as provided in Chapter 8.30 SCC.

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

(G) PRD zone entitlement is contingent upon the developer following the concurrently approved preliminary subdivision plat and the required development agreement. The development agreement shall run with the land and remain in force for the original developer. All subsequent owners of at least five percent of the land originally proposed to be developed shall be bound to the terms of the original agreement and plat until the conclusion of development. Failure of the developer to comply with the terms of the development agreement or preliminary subdivision plat may result in the Council reverting zoning back to the designation that existed prior to the zoning map amendment.



# COUNCIL AGENDA

December 10, 2019

## LEGISLATIVE ITEM

**Agenda Item "h"**

**Amendment to PRD Minimum Project Size**

### *Factual Summation*

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

### *Summary*

Nate Swain with Blacksmith Development has submitted an application to amend the city PRD ordinance. Specifically, in relation to ordinance 10.75.050 (B) that reads 'A planned residential development must have a minimum of 4.5 acres.' The city recently reduced the acreage requirement from 5 acres down to 4.5 in early spring of this year. Swain is requesting that the acreage be reduced down to 3 acres. Swain is interested in developing an approximately 3 acre site on 1000 W south of Smith's as townhomes. The applicant argues that the site is a good location for townhomes and that the acreage is sufficient for open space, parking, and the units. The general plan has designated this location for 'Medium Density Residential' which would allow PRD zoning following a rezone approval, which Swain has also applied for. A minimum project size restricts the number of locations that the PRD zone can be applied to. Perhaps this was the city's goal in the past to limit multi-family development. Another site that staff has been receiving inquiries about for townhomes is located west of Walmart that is approximately 3.5 acres. Prior to constructing any PRD development, a zoning application would need to be approved which is a legislative decision at the discretion of City council following a recommendation by Planning Commission. Also, after rezone, the PRD project would go through a site plan approval if rental, or a subdivision process if condominiumized. This text amendment would not be site specific as it would effect the PRD zoning ordinance regulations on the books and any rezone applications for a specific site would be considered independently.

### *Goals of Discussion*

Review the proposed ordinance amendment and decide if the city is interested in considering the application. If yes, the item will be sent to Planning Commission for a recommendation. If no, no further action is necessary.

## Chapter 10.75

# PRD – PLANNED RESIDENTIAL DEVELOPMENT

Sections:

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

### **10.75.010 Purpose.**

The purpose of this zone is to allow diversification in the relationship of residential uses to its sites and permit directed flexibility of site design. Further, its intent is to encourage a more efficient use of the land and the reservation of a greater proportion of common space for recreational and visual use than other residential zones may provide and to encourage a variety of dwelling units that allow imaginative concepts of neighborhood and housing options and provide variety in the physical development pattern of the City. This will allow the developer to more closely tailor a development project to a specific user group, such as retired persons.

The intent of this zone is to encourage good neighborhood design while ensuring compliance with the intent of the subdivision and zoning ordinances. The development shall contain common or open space and amenities for the enjoyment of the planned community that are developed and maintained through an active homeowners' association or similar organization with appointed management. [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-010.]

### **10.75.020 Permitted uses.**

The following are permitted uses by right provided the parcel and building meet all other provisions of this title and any other applicable ordinances of Syracuse City:

- (A) Accessory uses and buildings (maximum 200 square feet; only allowed with nonattached dwelling units).
- (B) Churches, synagogues, and temples.
- (C) Dwelling units, single-family.
- (D) Dwelling units, townhome duplex, triplex, fourplex, fiveplex, or sixplex. No apartments.
- (E) Educational services.
- (F) Household pets.
- (G) Private parks.
- (H) Public and quasi-public buildings.

(I) Residential facilities for persons with disabilities and assisted living centers. [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-020.]

### **10.75.030 Conditional uses.**

The following may be permitted conditional uses, after approval as specified in SCC [10.20.080](#):

- (A) Day care centers (major). Nonattached dwellings only.
- (B) Home occupations (minor or major). Major CUP limited to nonattached dwellings.

(C) [Temporary commercial uses](#) (see SCC [10.35.050](#)) (minor).

(D) Temporary [use of buildings](#) (see SCC [10.30.100\(A\)\(12\)](#)) (minor). [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-030.]

#### **10.75.040 Minimum lot standards.**

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

(A) Density. Density shall be allowed according to the following conditions. If a property meets the following requirements, it is not intended to be construed that the [City Council](#) must automatically approve the application. The legislative powers are nevertheless available to disapprove a zoning or [general plan](#) map amendment application as deemed necessary by the Council.

(1) Six units per acre are allowed when:

(a) The proposed project has [frontage](#) upon a collector road.\*

(2) Nine units per acre are allowed only when one of the following is met:

(a) Have [frontage](#) and access upon an arterial road.\*

(b) Share a property line with an existing general commercial, [professional office](#), or industrial development.

(3) Twelve units per acre are allowed only when three of the following are met:

(a) Have [frontage](#) and access upon a major arterial\* that is owned and maintained by the State Department of Transportation.

(b) Be within the town center overlay [zone](#).

(c) Have [frontage](#) upon the intersection of either two arterials or a collector and an arterial road.\*

(d) Is located within one-quarter mile walking distance to bus, train, or other [public](#) transit stop/station and has [frontage](#) and access upon an arterial roadway.\*

\*(4) Road classifications are identified in the adopted transportation master plan's existing street network.

(B) [Common Space](#). A minimum of 20 percent of the [gross acreage](#) of the project shall be developed as [common space](#), or with an in-lieu payment and [common space](#) as detailed in subsection (B)(2) of this section.

(1) [Common space](#) areas shall:

(a) Be landscaped by the developer with turf, trees, shrubs, ground cover, amenities, and an automatic sprinkling system.

(b) Be equally accessible and distributed for all residents of the HOA community. Access by the general [public](#) may be included as agreed upon in a [development agreement](#).

(c) Be generally contiguous, not a collection of remnants.

(d) Create an open atmosphere where development does not feel overly intense.

(e) Not include required front, side, and [rear yard](#) areas towards [common space](#) acreage.

(f) Be administered by an [active homeowners' association](#).

(g) Be permanently restricted from future development and shown on the subdivision plat as perpetually common.

(h) Include multiple amenities from the following list: club house, tennis court, pickleball court, basketball court, playground, community garden, picnic shelter, [swimming pool](#), park benches, walking trails, outdoor exercise equipment, dog park, or splash pad. [City Council](#) shall approve all proposed amenities and may approve an amenity not included in this list.

(i) Include approved amenities in each segment of common area; landscaping alone does not qualify a segment as common space.

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

(2) In-Lieu Fee for Required Common Space. An in-lieu fee may be accepted for the development of a nearby City park under the following conditions:

(a) The developer initiates a request to pay a fee in lieu of required common space by petitioning the City at the same time that the concept plan is under review.

(b) The proposed project shall be located within one-half mile (measured in a straight line) of an existing or future Syracuse City park as identified in the adopted parks master plan. Measurement shall be made from the nearest property line of the park to the nearest property line of the development project.

(c) The in-lieu fee shall not be approved if any portion of the proposed development is further than one mile from the nearest receiving park property boundary.

(d) The park property to receive the fee money shall be identified and approved in conjunction with the concept plan.

(e) Qualification of an off-site location to receive in-lieu-of-common-space fees shall be approved by City Council based upon the development needs and priorities stated in the adopted parks master plan, and such qualification shall be decided at the time that the Council reviews the concept plan.

(f) The spending of in-lieu fees shall be limited to the determined off-site receiving location and for no other civic or private use.

(g) If the City Council does not accept the request for in-lieu fees based off the qualifiers stated herein, the development shall build the on-site common space as required by the RPC zone.

(h) If a fee is accepted in lieu of common space, the project will nevertheless be required to build at a minimum: one on-site common amenity such as a tot lot, sport courts, and/or pool occupying at least five percent of the total project land area. All on-site landscaping and common space amenities shall be maintained by an HOA.

(i) The fee money will be due to the City prior to recording of the final subdivision plat proportionate to each phase as applicable.

(j) Development may be allowed on the land that has been accounted for through the collection of in-lieu fees at a density not to exceed the maximum units per acre prescribed by the zone.

(k) In-lieu fees shall be calculated on an individual basis. In-lieu fee amount shall be roughly equivalent to the value of forgone on-site common space area(s) and improvements. Fees shall be determined using mutually accepted methods for cost estimating the dollar amount needed to build the equivalent park improvements and acquire the land needed for said park space. Credit for on-site common space developed beyond the minimum five percent identified in subsection (B)(2)(h) of this section, and actually built within the development, may be subtracted from the estimated fee due.

(l) The agreed upon fee amount, percentage of provided on-site and off-site in-lieu fee, and park development cost per square foot shall be included in a development agreement.

(3) The aesthetic and landscaping proposals shall provide for trees and shrubs that break up the look of having the same building style duplicated throughout the development and shall be in accordance with the Architectural Review Guide.

(C) The development design shall include direct automobile access to an arterial, or collector roadway, by way of a full width and dedicated right-of-way designed for the movement of automobile traffic or private access road meeting International Fire Code (IFC) standards.

(D) Lot Width. Determined by development plan.

(E) Front Yard. Twenty feet.

(F) Side Yards. A minimum of 10 feet between primary structures and five feet from the property line. If the height of the structure exceeds two stories, then the minimum side yard shall then be 16 feet between primary structures and eight feet from the property line.

(G) Rear Yard. A minimum of 15 feet.

(H) Building Height. As allowed by current adopted building code, with a maximum height of 35 feet to the top of the roof structure. Units located adjacent to single-family detached homes, or units that are within the density category of six units per acre as specified within subsection (A) of this section, shall be limited to a maximum of two stories and/or 30 feet, whichever is shorter.

(I) Architecture.

(1) Horizontal rooflines visible from a public street shall feature breaks or variation at a minimum of every 30 feet. Variation can be accomplished by:

- (a) Vertical offset in ridge line;
- (b) Gables;
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(5) All units shall feature a front porch or balcony with sufficient space for two seats and a walkway.

(6) Buildings shall be positioned on the site so that all front doors face the public road or private drive.

(7) When a unit has frontage onto both a public road and private drive, the front door shall face the public road.

(8) Architectural variation between each household unit is required. [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1998; Code 1971 § 10-15-040.]

#### **10.75.050 Development plan and agreement requirements.**

(A) Subdivision ordinance requirements shall generally apply to planned residential communities. The developer shall submit a residential development plan of all project phases for City consideration and approval and shall integrate the proposed development plan into a development agreement between the developer and City. The development agreement shall undergo an administrative review process to ensure compliance with adopted City ordinances and standards with approval by the City Council. The subdivider shall develop the property in accordance with the development agreement and current City ordinances in effect on the approval date of the agreement, together with the requirements set forth in the agreement, except when federal, state, county, and/or City laws and regulations, promulgated to protect the public's health, safety, and welfare, require future modifications under circumstances constituting a rational public interest.

(B) A planned residential development must have a minimum of 4.5 acres.

(C) *Repealed by Ord. 19-04.*

(D) The [development agreement](#) shall show the location and [building elevations](#) with exterior [building](#) materials, size, and general footprint of all [dwelling units](#) and other main [buildings](#) and amenities.

(E) The [development agreement](#) shall include [landscaping](#), fencing, and other improvement plans for common or [open spaces](#), with the [landscaping](#) designed in accordance with an approved theme to provide unity and aesthetics to the project. The plan shall include all special features, such as ponds, fountains, [signs](#), walking paths, inviting entryways, etc., together with a landscape planting plan. [Common space](#) should be the emphasis for the overall design of the development, with various community facilities grouped in places well related to the [common space](#) and easily accessible to pedestrians.

(F) A planned residential community shall be of sufficient size, composition, and arrangement to enable its feasible development as a complete unit, managed by a legally established [homeowners' association](#) and governed by enforceable, duly recorded CC&Rs.

(G) The [development agreement](#) shall include a [building](#) theme showing detail in the unification of exterior architectural style, [building](#) materials, and color and size of each unit; however, the intent is not to have the design so dominant that all units are identical. Residential [dwellings](#) shall comply with SCC [10.30.020](#). [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-050.]

#### **10.75.060 Street design.**

The [land use authority](#) may approve an alternative street design. The developer may dedicate street rights-of-way to the City so long as they are built per the City's standard street section as found in the [public](#) works department adopted development standards. Private access roads not meeting the city's street standards shall at a minimum meet the fire code as directed by the Fire Marshal and be maintained by and dedicated to an HOA. [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Code 1971 § 10-15-070. Formerly 10.75.070.]

#### **10.75.070 Off-street parking and loading.**

An enclosed garage shall be provided for car parking with each unit and a minimum of 50 percent of the units shall have a two-car garage. If the unit features a side or rear-fed garage, on-street parallel parking stalls may be counted towards the required visitor parking. On-street stalls shall be well marked with paint. Otherwise, off-street parking and loading shall be as specified in Chapter [10.40](#) SCC. [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; Ord. 06-17; amended 1991; Code 1971 § 10-15-080. Formerly 10.75.080.]

#### **10.75.080 Signs.**

The [signs](#) permitted in this [zone](#) shall be those allowed in residential [zones](#) by Chapter [10.45](#) SCC. [Ord. 19-04 § 1 (Exh. A); Ord. 16-26 § 1 (Exh. A); Ord. 15-07A § 1 (Exh. A); Ord. 12-01 § 1; Ord. 11-04 § 6; Ord. 11-02 § 1 (Exh. A); Ord. 08-07 § 1 (Exh. A); Ord. 06-27; Ord. 06-17; amended 1991; Code 1971 § 10-15-090. Formerly 10.75.090.]

#### **10.75.090 Land use approval process.**

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

(B) Requests for [general plan](#) map amendment, pursuant to SCC [10.20.060](#), shall be accompanied by the documents required for a subdivision concept plan, as provided in Chapter [8.20](#) SCC, for the entire development. These items shall be considered concurrently, with input provided by the [Planning Commission](#) and [City Council](#) to the property owner during the approval process. The [City Council](#) is the [land use authority](#) for this joint application, with the [Planning Commission](#) acting in a recommending capacity.

(C) Requests for an amendment to the zoning map, pursuant to SCC [10.20.070](#), shall be accompanied by the documents required for a preliminary subdivision review, as provided in Chapter [8.25](#) SCC, for the entire development. The application shall also be accompanied, to the extent Chapter [8.25](#) SCC does not require it, by:

(1) Master plan, including lot sizes and densities for each lot;

(2) Circulation plan;

(3) Architectural theme plan; and

(4) Landscaping theme plan.

(D) The preliminary subdivision plat shall be considered concurrently with the zoning map amendment. The City Council is the land use authority for this joint application, with the Planning Commission acting in a recommending capacity. Once approved, the preliminary subdivision plat shall be considered a binding zoning document. The applicant must also execute a development agreement in connection to the zoning map amendment.

(E) Final subdivision approval for each phase of development for a master planned community shall proceed as provided in Chapter 8.30 SCC.

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

(G) PRD zone entitlement is contingent upon the developer following the concurrently approved preliminary subdivision plat and the required development agreement. The development agreement shall run with the land and remain in force for the original developer. All subsequent owners of at least five percent of the land originally proposed to be developed shall be bound to the terms of the original agreement and plat until the conclusion of development. Failure of the developer to comply with the terms of the development agreement or preliminary subdivision plat may result in the Council reverting zoning back to the designation that existed prior to the zoning map amendment. [Ord. 19-04 § 1 (Exh. A).]

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The Syracuse City Code is current through Ordinance 19-17, passed October 8, 2019.

Disclaimer: The city clerk's office has the official version of the Syracuse City Code. Users should contact the city clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://syracuseut.gov/>

City Telephone: (801) 614-9633

[Code Publishing Company](#)



# COUNCIL AGENDA

December 10, 2019

## LEGISLATIVE

### ITEM Agenda Item "i"    Amendment to Brick Rock Stone 10.30.020 (B)

#### *Factual Summation*

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

#### *Summary*

David Lewis employee of homebuilder D.R. Horton has applied to amend our Brick Rock Stone ordinance. Currently, the ordinance says that the front of a home must be covered with either 75% brick, rock, or stone when accompanied with stucco, or 30 % brick, rock, stone when accompanied by cement fiber board. D.R. Horton argues that current styles such as the 'modern farmhouse' style is all cement fiber board and that their clients don't want brick, rock, or stone on those style homes. They also argue that our standards inflate the cost of homes. Municipalities have the legal right to require certain materials and even colors as it is claimed that building materials can have a direct connection with health, safety, and welfare. Some cities choose types of materials strategically to create a unified brand. For example, Park City has wood beams. Centerville has grey rock. Midway has white stucco with wood beam giving a swiss theme. It has been argued that building materials have a direct connection to property values, protection from local climate patterns, economic development, and even intangibles such as 'making a nice place to live'. D.R. presented the proposed amendment to City Council on Oct. 22 and not unanimously, it was decided to have Planning Commission provide a recommendation on this potential ordinance amendment. On November 5, Planning Commission reviewed the topic and held a public hearing. On November 19, A motion to approve the attached ordinance language was passed 6-1. However, there was some confusion expressed by two commissioners who mis-understood the vote. Even if those two would have dissented, the vote would have resulted in the same result, but instead with a 4-3 vote. Please find attached the recommended ordinance, and an infopacket from DR Horton.

#### *Goals of Discussion*

Review the proposed language and provide input to staff if any changes are desired and decide if the item should go on another work session or to the next business meeting for a vote.

Redline version: Black=existing text, cross out = delete existing text, red text = new text

**10.10.040 Definitions.**

"Masonry" means ~~stucco~~, brick, **rock**, or stone.

**10.30.020 Regulations for buildings and structures.**

Buildings or structures, where allowed, shall comply with the following regulations specific to each type of structure:

(A) Regulations for All Residential Structures.

- (1) All residential structures shall be permanently affixed to the applicable property site and held in common ownership and classification and taxed as real estate.
- (2) Each residential structure shall have a permanent connection to all available utilities.
- (3) Any and all appendages or accessory uses, such as steps, carports, garages, storage buildings, decks, and awnings or additions and alterations, shall comply with the adopted edition of the International Residential Code.

(B) Regulations for New Residential Construction Must Meet One of These ~~Two~~ **Three** Options.

- (1) Option 1. All single-family dwellings, duplexes, and detached and attached town homes shall have the front exterior walls constructed with a minimum ~~75~~ **50** percent of ~~brick, rock, or stone masonry~~. On corner lots, the street side of the structure shall have ~~50 percent, or up to a maximum a minimum~~ height of four vertical feet of wainscot, composed of ~~brick, rock, or stone masonry~~. ~~These coverage requirements shall be calculated by first determining square footage of the total wall areas, based on measurements of the front and side elevations of the structure from foundation to top plate line of the uppermost level, excluding openings for windows and doors, and multiplying that square footage by the applicable percentage. Homebuilders may only include brick, rock, or stone in these percentage requirements if clearly shown on the City approved, stamped set of front and side elevations. Hidden areas, such as front porches, shall not qualify towards the percentage requirements; however, City staff may credit gables with brick, rock, or stone towards the percentage requirements.~~ The installation of aluminum or vinyl siding shall only be allowed on the rear of homes.
- (2) Option 2. All single-family dwellings, duplexes, and detached and attached town homes shall have the front exterior walls constructed with a minimum ~~30~~ **20** percent of ~~brick, rock, or stone masonry~~ and the remainder covered in ~~hardy board or hardy plank cementitious fiber board or plank~~. On corner lots, the street side of the structure shall have ~~50 percent, or up to a maximum a minimum~~ height of four vertical feet of wainscot, composed of ~~brick, rock, or stone masonry~~. ~~These coverage requirements shall be calculated by first determining square footage of the total wall areas, based on measurements of the front and side elevations of the structure from foundation to top plate line of the uppermost level, excluding openings for windows and doors, and multiplying that square footage by the applicable percentage. Homebuilders may only include brick, rock, or stone in these percentage requirements if clearly shown on the City approved, stamped set of front and side elevations. Hidden areas, such as front porches, shall not qualify towards the percentage requirements; however, City staff may credit gables with brick, rock, or stone towards the percentage requirements.~~ The installation of aluminum or vinyl siding shall only be allowed on the rear of homes.
- (3) Option 3. Single-Family dwellings (excluding townhomes, apartments, and non-residential structures) may have the front exterior walls constructed with 100 percent cementitious fiber board or plank or masonry or any combination therein only if the following qualifying architectural elements are present on the front façade: at least 2 or more textural variations such as, but not limited to, placing shake in the gables or wainscot of vertical battens, and containing a front porch of sufficient size for two seats and a walkway. On corner lots, the street sides of the structure shall have 100 percent cementitious fiber board or plank or masonry product or combination of the two. The installation of aluminum or vinyl siding shall not be allowed on any side of the home. Stucco shall be limited to rear and side facades.

Redline version: Black=existing text, cross out = delete existing text, red text = new text

The requirement for brick, rock, or stone constructed on front and side exterior walls shall apply to any single-family dwelling, duplex, or single-family detached or attached town home planned as part of a development for which the City approved a preliminary plat after August 12, 2003.

These coverage requirements shall be calculated by first determining square footage of the total wall areas, based on measurements of the front and side elevations of the structure from foundation to top-plate line of the uppermost level, excluding openings for windows and doors, and multiplying that square footage by the applicable percentage. Homebuilders may only include masonry in these percentage requirements if clearly shown on the City-approved, stamped set of front and side elevations. Hidden areas, such as front porches, shall not qualify towards the percentage requirements; however, City staff may credit gables with masonry towards the percentage requirements.

## New version with changes incorporated

### **10.10.040 Definitions.**

"Masonry" means brick, rock, or stone.

### **10.30.020 Regulations for buildings and structures.**

Buildings or structures, where allowed, shall comply with the following regulations specific to each type of structure:

(A) Regulations for All Residential Structures.

- (1) All residential structures shall be permanently affixed to the applicable property site and held in common ownership and classification and taxed as real estate.
- (2) Each residential structure shall have a permanent connection to all available utilities.
- (3) Any and all appendages or accessory uses, such as steps, carports, garages, storage buildings, decks, and awnings or additions and alterations, shall comply with the adopted edition of the International Residential Code.

(B) Regulations for New Residential Construction Must Meet One of These Three Options.

- (1) Option 1. All single-family dwellings, duplexes, and detached and attached town homes shall have the front exterior walls constructed with a minimum 50 percent masonry. On corner lots, the street side of the structure shall have a minimum height of four vertical feet of wainscot, composed of masonry. The installation of aluminum or vinyl siding shall only be allowed on the rear of homes.
- (2) Option 2. All single-family dwellings, duplexes, and detached and attached town homes shall have the front exterior walls constructed with a minimum 20 percent of masonry and the remainder covered cementitious fiber board or plank. On corner lots, the street side of the structure shall have a minimum height of four vertical feet of wainscot, composed of masonry. The installation of aluminum or vinyl siding shall only be allowed on the rear of homes.
- (3) Option 3. Single-Family dwellings (excluding townhomes, apartments, and non-residential structures) may have the front exterior walls constructed with 100 percent cementitious fiber board or plank or masonry or any combination therein only if the following qualifying architectural elements are present on the front façade: at least 2 or more textural variations such as, but not limited to, placing shake in the gables or wainscot of vertical battens, and containing a front porch of sufficient size for two seats and a walkway. On corner lots, the street sides of the structure shall have 100 percent cementitious fiber board or plank or masonry product or combination of the two. The installation of aluminum or vinyl siding shall not be allowed on any side of the home. Stucco shall be limited to rear and side facades.

The requirement for brick, rock, or stone constructed on front and side exterior walls shall apply to any single-family dwelling, duplex, or single-family detached or attached town home planned as part of a development for which the City approved a preliminary plat after August 12, 2003.

These coverage requirements shall be calculated by first determining square footage of the total wall areas, based on measurements of the front and side elevations of the structure from foundation to top-plate line of the uppermost level, excluding openings for windows and doors, and multiplying that square footage by the applicable percentage. Homebuilders may only include masonry in these percentage requirements if clearly shown on the City-approved, stamped set of front and side elevations. Hidden areas, such as front porches, shall not qualify towards the percentage requirements; however, City staff may credit gables with masonry towards the percentage requirements.

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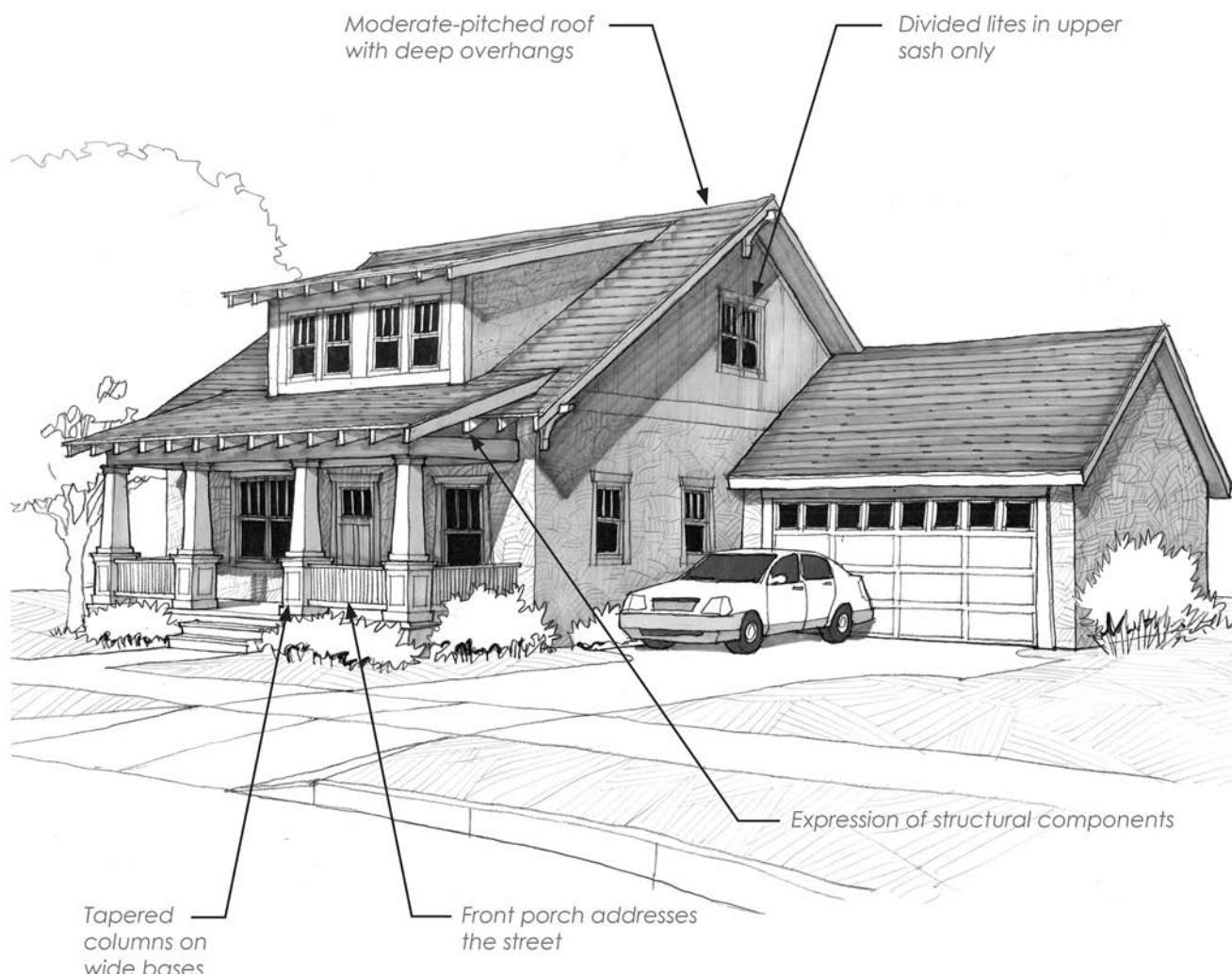
**TYPICAL D.R. HORTON STYLES**



**D.R. HORTON MODIFIED STYLES AT CRIDDLE FARMS**



## D.R. HORTON CRAFTSMAN STYLE



### Massing

- A side gable, center gable facing the street, or cross gable with dormers is typical for the primary roof form.
- One-story and 1½-story massing compositions are permitted, although 2-story compositions can also be acceptable.
- Dormers are typical in 1½-story designs.
- Emphasis should be on horizontal rather than vertical lines.

### Windows & Doors

- Individual windows are typically square or vertically oriented.
- Windows are often mulled together in pairs or threes.
- Double-hung windows with divided lites in upper sashes only, usually in a three-over-one configuration, are typical.
- Limited use of small accent windows and angled bays is encouraged.
- A single, rectilinear door is typical.
- Large lites in doors are common and are often divided to match the windows.
- Wide trim (5 to 6-inch) with head trim extending past the jamb is typical for doors and windows. Tapered side trims are typical.

### Roof

- Low-sloping gable roofs with wide overhangs are typical.
- Shed or pitched dormers are common.
- Generously sized eaves with exposed decorative rafters are characteristic of the style, but not required.
- Roof pitches: 3:12 to 8:12.
- Roof overhangs: 12 - 30 inches at rakes and eaves.

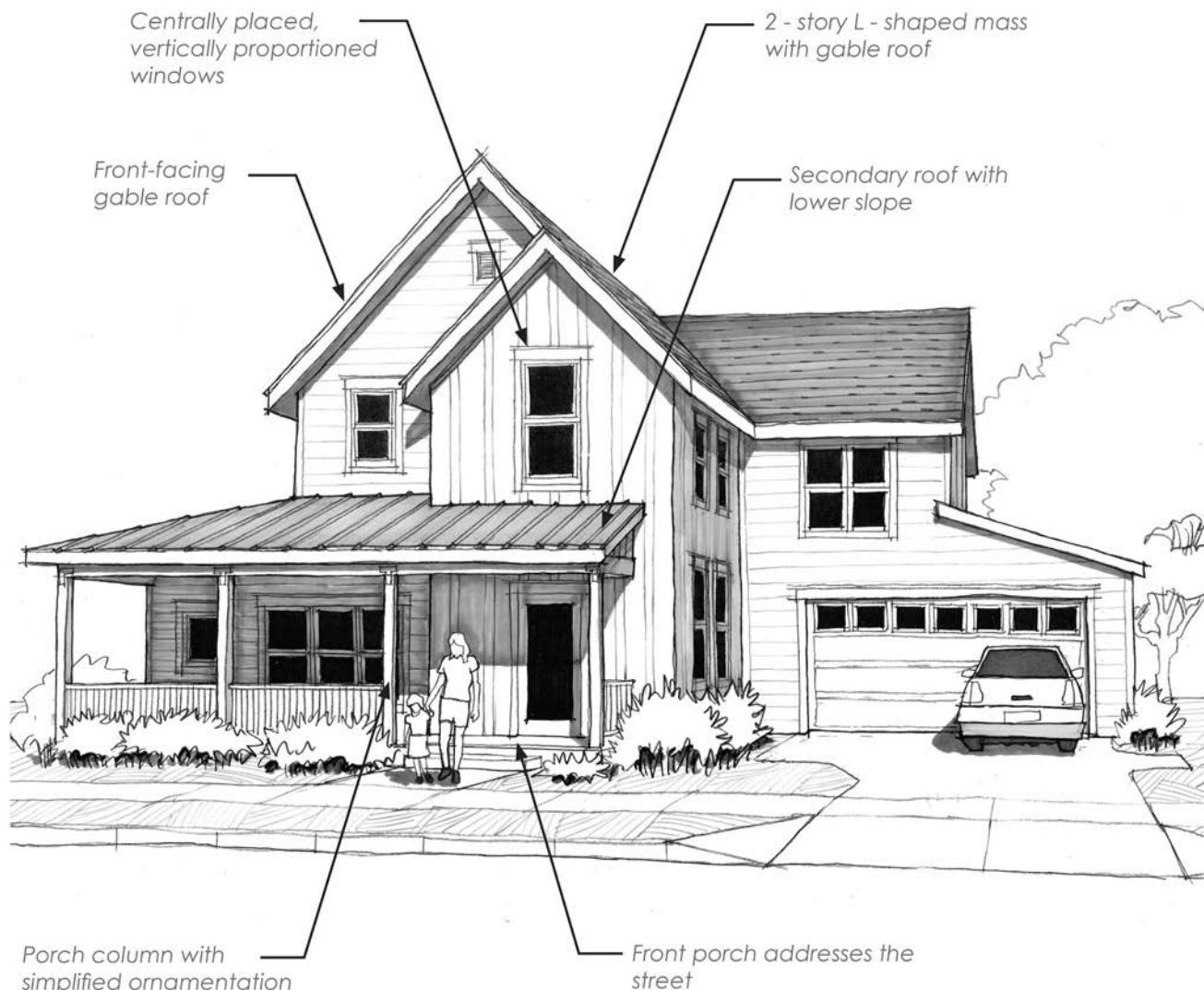
### Porch / Entry

- Porches facing the street are common.
- Porch columns typically sit on wider bases or low walls.
- Tapered or double-columns with header and base details are common.

### Details

- Expression of structural members and attention to wood joinery is characteristic of the style.
- Beams, knee braces, and brackets are often found at gable ends.
- Extended lintels over door and porch openings are common.
- Tapered elements, including trim work and columns, are common.

**D.R. HORTON FARMHOUSE STYLE**



**Massing**

- A front-facing gable without side wings is typical.
- Overall massing should be simple and emphasize vertical building elements.
- Projecting bays and low-sloping shed roofs are common.
- 1½ to 2-stories are typical, with a main level floor-to-ceiling height of 8 to 10 feet.

**Windows & Doors:**

- Vertically proportioned double and single-hung windows are typical.
- Individual or paired window treatments are common.
- Square and angled bay window treatments are common.
- Wide (4 to 6-inch) exterior trim and cap moldings on windows and doors are typical.
- Limited use of multi-pane sashes with divided lites is encouraged and may occur in both sashes in the following configurations: one-over-one, two-over-one, two-over-two, four-square-grid-over-one, and four-square-grid-over-four-square-grid.
- Lites in doors are common and often express ornamentation.

**Roofs:**

- Gable roofs facing the street are typical.
- Use of shed or gable-end dormers is encouraged.
- The main gable is often intersected by other roofs.
- Main roof pitches: 6:12 to 12:12.
- Secondary hip or shed roof pitches: 3:12 to 6:12.
- Roof overhangs: 6 to 12 inches.

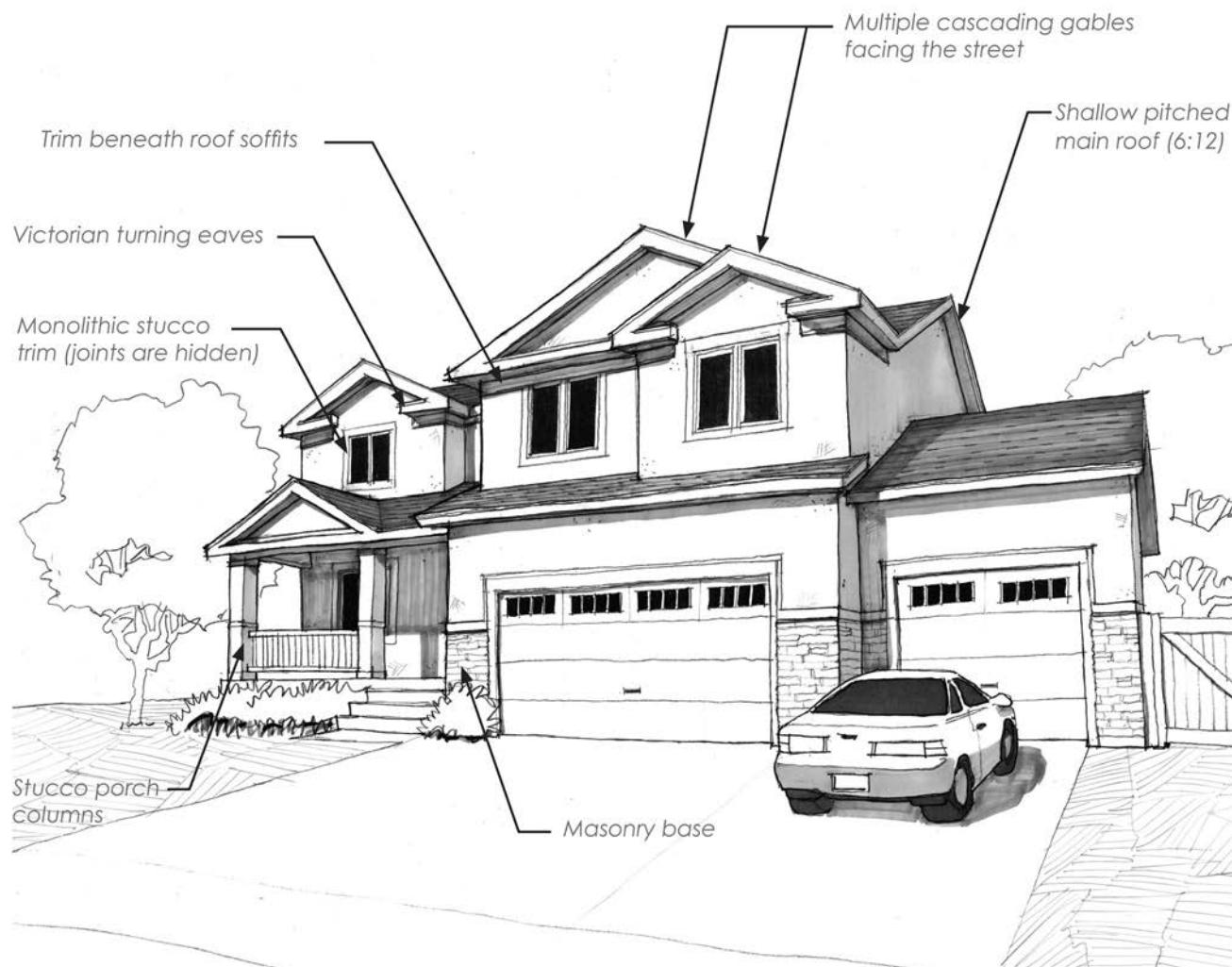
**Porch / Entry**

- Street-facing, one-story porches are common. Wraparound porches are encouraged at corner lots.
- Porch roofs are typically forward-facing shed or hip.
- Porches may have exposed wood and metal elements.
- Square columns or round columns are typical.
- Railings may be turned or square balusters or steel.

**Detail Elements:**

- Detailing is simplified and ornamentation is restrained.
- Exposed structural elements on porches are typical.
- Ogee or half-round gutters are common.
- Board & batten wainscoting is recommended.
- Square or more detailed moldings along rakes are common.

**D.R. HORTON TRADITIONAL STYLE**



**Massing**

- A simple footprint accommodates street-facing garages.
- Articulation is intensified on the front elevation by means of multiple setbacks and gables.
- Cascading gables are typical.
- Asymmetrical front facade compositions to accommodate garage entrances and the front doors are common.

**Windows & Doors**

- Asymmetrical window compositions are typical.
- Vertical and horizontal windows are accommodated within the same facade composition.
- Stucco trim is common.

**Roof**

- Low-pitched gables are typical.
- Multiple partial front-facing gables are employed usually on the front.
- Victorian or farm house eaves and rakes are common.
- Roof pitches: 3:12 to 8:12.
- Roof overhangs: 12 to 18 inches at rakes and eaves.

**Porch / Entry**

- Porches are usually modest and treated as a feature to celebrate the front door.
- Large stucco columns, sometimes with masonry base are common.
- 

**Details**

- Victorian eave returns are common.
- Faux shutters are typical.
- Faux gable vents are typical.

**Materials**

- The use of two or three different materials on the exterior is typical.
- Wall materials may include stucco and limited masonry veneer to provide base for the elevation.
- On the roof, asphalt shingles are typical.
- Changes of material must occur at an inside corner.

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**Resists Weather\***

**James Hardie siding**  
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**Resists Weather\***

**James Hardie siding**  
 Resists shrinking, swelling and cracking in changing weather



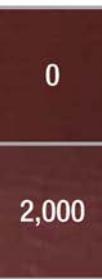
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**James Hardie siding**  
 Noncombustible and resists damage from extreme heat



**Resists Fire\*\***

**James Hardie siding**  
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**Resists Fading<sup>†</sup>**

**James Hardie siding**  
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**Resists Pests<sup>††</sup>**

**James Hardie siding**  
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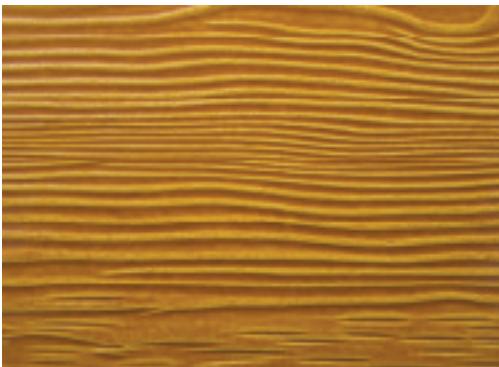
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- **Safe** WeatherSide™ Fiber-Cement Siding contains NO asbestos.
- **Extremely Durable** Won't warp, dent, rot, shrink, or expand, and even resists termite infiltration.
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*Our Traditional Cedar texture features a deep, realistic, wood grain appearance for an unbeatable classic style.*



**When it comes to the natural look you want with none of the hassles, Allura Fiber Cement products are all you need.**

- **Durable** to endure harsh weather & high wind climates
- **Non-combustible** Class A fire rating
- **Superior aesthetics**
- **Factory Pre-Primed**
- **Distinctive** more realistic textures
- **50-year Limited Warranty**
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# CITY COUNCIL WORK SESSION

## December 10, 2019

Agenda Item “j”

ADA Transition Plan

### ***Factual Summation***

- Any question regarding this agenda item may be directed at Paul Roberts.
- Please see attached Draft Transition Plan
- Since 1991, federal law has required cities to conduct a self-evaluation of their services, policies, practices, and infrastructure for ADA compliance. Cities of greater than 50 employees are required to periodically review the self-evaluation and update it based upon modifications that came from the self-evaluation.
- To the best of our knowledge, Syracuse has not yet conducted this self-evaluation. If adopted, this transition plan and self-evaluation will bring us into compliance with the federal law governing self-evaluations.
- The anticipated timeline for this document is:
  - Dec 10: First read and introduction at Work Session
  - Jan 8: Public hearing
  - Jan 8-Feb 7: Public comment period
  - Jan 22: Work Session for Council edits
  - Feb 11: Review comments and adopt Transition Plan

### ***Discussion Goals***

The following items outline the goals of this discussion:

1. Introduce topic to Council and solicit input on document.
2. Receive direction from the Council on scheduling a public hearing on the topic on January 8.

**Self-Evaluation and Transition Plan  
Pursuant to the Americans with Disabilities Act**

**Syracuse City, Utah**



**Adopted by Syracuse City Council**

**Xx/xx/2019**

# TABLE OF CONTENTS

|                                                                             |   |
|-----------------------------------------------------------------------------|---|
| Introduction.....                                                           | 1 |
| Purpose & Implementation.....                                               | 1 |
| Process & Adoption .....                                                    | 1 |
| ADA Coordinator, Notice & Grievance Procedure .....                         | 3 |
| ADA Coordinator.....                                                        | 3 |
| Notice .....                                                                | 3 |
| Grievance Procedure .....                                                   | 3 |
| General Effective Communication Provisions.....                             | 4 |
| Law Enforcement & Effective Communication .....                             | 4 |
| Employment.....                                                             | 4 |
| City Policies and Practices.....                                            | 5 |
| Web-Based Services and Programs .....                                       | 5 |
| New Construction, Alterations & Physical Changes to Facilities .....        | 6 |
| Existing City Buildings & Facilities .....                                  | 6 |
| Parks, Playgrounds & Recreational Facilities.....                           | 7 |
| Programming.....                                                            | 7 |
| Right-of-Way Inventory & Improvements .....                                 | 8 |
| Inventory of Curb Ramps.....                                                | 8 |
| New Construction of Right-of-Way .....                                      | 8 |
| Right-of-Way Maintenance and Reconstruction Projects.....                   | 9 |
| Maintenance of Right-of-Way for Snow or Debris.....                         | 9 |
| Closures of Sidewalks and Detours.....                                      | 9 |
| Addenda:                                                                    |   |
| A – Notice Under Americans with Disabilities Act                            |   |
| B – Syracuse City Grievance Procedure under Americans with Disabilities Act |   |
| C – Inventory of Barriers to Accessibility in Public Buildings              |   |
| D – Inventory of Barriers to Accessibility in Public Parks                  |   |
| E1 – Map of Curb Ramps                                                      |   |
| E2 – Inventory of Curb Ramps                                                |   |

# Introduction

The Americans with Disabilities Act (ADA) is a civil rights law that mandates equal opportunity for individuals with disabilities. The ADA prohibits discrimination in access to government services and public transportation and public accommodations. Syracuse City has undertaken a comprehensive self-evaluation of its policies, programs, and facilities to determine the extent to which individuals with disabilities may be restricted in accessing City services, activities and facilities.

Syracuse City is dedicated to ensuring that qualified individuals with disabilities are not excluded from participating in any program, service or activity provided by the City on the basis of a disability. City employees are expected to respect those with disabilities, regardless of the type of disability encountered, and to make reasonable accommodations whenever possible.

## Purpose & Implementation

The purpose of this Self-evaluation and Transition plan is to guide planning and implementation of necessary program and facility modifications over the next several years in accordance with the ADA. The evaluation and plan are required under federal law for municipalities. *See 28 C.F.R. 35.105.*

In order to be effective, the Transition Plan should be utilized in planning of projects and funding decisions. It should also be reviewed periodically and updated. Progress in overcoming barriers to programs or facilities should be reported to the Council on a regular basis. Over time, as City programs and facilities are expanded or altered, this Plan should be expanded upon to ensure accessibility for individuals with disabilities.

Items listed in this document and its addenda are to be used as a starting point for planning. Identified departments will be tasked with making corrections to deficiencies, both included in this document and later identified. The City seeks to come into compliance and remove barriers that historically exist. Some barriers are easily overcome through changes to policy or procedures. Other require capital investment by the City Council, and thus must be prioritized. Such prioritization will be balanced between the severity of the barrier and the cost to correct the deficiency. The Plan identifies barriers to the City's public rights-of-way and gives a general outline or timeframe for removal of the barrier.

## Process & Adoption

The opportunity for the disabled community or other interested individuals to participate in the development of the Transition Plan is an important part of the process. The City Council conducted a public hearing and published notification to the community to provide input to the Council in adopting this Plan. Following the hearing, the City also provided 30 days for

comments on the draft Plan presented at the hearing. After the comment period, the Council again held a hearing and adopted the Plan by ordinance. Ongoing public input may be provided to the City's ADA Coordinator.

## City Obligations Under ADA

The City is a public entity governed by the provisions of the ADA, which addresses the City's obligations as it relates to individuals with disabilities. Disability is defined under the ADA, as it relates to individuals, as:

- A physical or mental impairment that substantially limits one or more of the major life activities of such individual;
- A record of such an impairment; or
- Being regarded as having such impairment.

Under Title II of the ADA, Syracuse City must meet these general requirements:

- Operate its programs so that, when viewed in their entirety, the programs are accessible to and useable by individuals with disabilities (28 C.F.R. § 35.150).
- Not refuse to allow a person with a disability to participate in a service, program or activity simply because the person has a disability (28 C.F.R. § 35.130(a)).
- Make reasonable modifications in policies, practices and procedures that deny equal access to individuals with disabilities unless a fundamental alteration in the program would result (28 C.F.R. § 35.130(b)(7)).
- Not provide services to individuals with disabilities that are different or separate unless such measures are necessary, and the City ensures that those different or separate services are equally effective (28 C.F.R. § 35.130(b)(iv) & (d)).
- Take appropriate steps to ensure that communications with applicants, participants and members of the public with disabilities are as effective as communications with others (29 C.F.R. § 35.160(a)).
- Designate at least one responsible employee to coordinate ADA compliance. This person is referred to as the ADA Coordinator. The City must provide the ADA coordinator's name, office address, and telephone number to all interested individuals (29 C.F.R. § 35.107(a)).
- Provide notice of ADA requirements related to Title II, including identifying the ADA Coordinator (28 C.F.R. § 35.106).
- Establish a grievance procedure for the prompt and equitable resolution of complaints (28 C.F.R. § 35.107(b)).

# ADA Coordinator, Notice & Grievance Procedure

The implementation of permanent assignments and procedures to assist individuals with disabilities to provide input, identify barriers, or submit grievances to the City is essential to the overall success of the Plan.

## ADA Coordinator

The City's Director of Human Resources is designated as the ADA Coordinator for Syracuse City. Requests for reasonable accommodation or communications regarding barriers to accessibility should be directed to the ADA Coordinator.

The appointed individual must be familiar with the City's operation, trained in the requirements of the ADA and other laws related to discrimination, and be capable of communicating effectively with local governments, advocacy groups and the general public. The Coordinator should have sufficient time to carry out the responsibilities of the assignment.

## Notice

The City adopts the attached Notice (Addendum A), pursuant to 28 C.F.R. § 35.106. The Mayor is directed to distribute it to all department heads, post the Notice on the City's Internet webpage, and post a copy in a conspicuous location in each City-owned public building. The City will update the contact information and make other general updates to the Notice, without specific direction from the Council. Copies of the most recent Notice will be provided to any person upon request.

## Grievance Procedure

The City adopts the attached ADA grievance procedure (Addendum B). The Mayor is directed to distribute the procedure to all department heads, post copies of it in a conspicuous location in each City-owned public building, and post the Notice on the City's Internet webpage. The procedure may be updated as necessary, without specific direction from the Council. Copies of the most recent grievance procedure will be provided to any person upon request.

## General Effective Communication Provisions

Within twelve months of approval of this document, the City will identify sources of qualified sign language and oral interpreters, real-time transcription services, and vendors that can put documents into Braille. The use of Utah state contracts is recommended. The City will develop a written procedure, with time frames, for fulfilling requests from the public for sign language and oral interpreters, real-time transcription services, and documents in alternate formats.

Appropriate City employees will receive training in using TTY systems to make and receive calls and will be trained to identify and assist those in need of sign language and oral interpreters.

The City will reasonably ensure that auxiliary aids are available for attendees at public meetings.

## Law Enforcement & Effective Communication

The Syracuse Police Department has adopted policies designed to facilitate Communications with Persons with Disabilities. The Department will ensure that officers are trained and familiar with the policy. The Department will also assign an officer or employee to be a department-level ADA coordinator.

The Department has previously identified and used qualified sign language and oral interpreters. It will continue to use Utah state contracts to acquire the services of the qualified interpreters and ensure that such interpreting services are available on a priority basis, twenty-four hours per day, seven days per week.

## Employment

The City has reviewed its policies for compliance with the regulations of the U.S. Equal Employment Opportunity Commission implementing Title I of the ADA. It meets the minimum requirements, which are that the City:

- Does not discriminate on the basis of disability in its hiring or employment practices;
- Will not ask a job applicant about the existence, nature or severity of a disability.
- May ask applicants about their ability to perform specific job functions. Medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position;
- Will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation

would cause an undue hardship on the operation of the City's business. If an applicant or an employee requests a reasonable accommodation and the individual's disability and need for the accommodation are not readily apparent or otherwise known, the City may ask the individual for information necessary to determine if the individual has a disability-related need for the accommodation;

- Will maintain employee medical records separate from personnel files and keep them confidential;
- Will make an individualized assessment of whether a qualified individual with a disability meets selection criteria for employment decisions. To the extent the City's selection criteria have the effect of disqualifying an individual because of disability, those criteria will be job-related and consistent with business necessity.

## City Policies and Practices

The City has reviewed all of its written policies and examined its practices, written and unwritten, in the context of providing access to persons with disabilities.

Within six months of adoption of this Plan, the City will ensure:

- Each department has a specific, written policy adopted that indicates that policies and procedures may be modified as an accommodation for disability.
- Each department has access to aids and services leading to effective communication with qualified persons with disabilities.
- Each department has contact information for the City's ADA Coordinator.
- Policy prohibits the charging of surcharges or recovery of costs necessary to provide auxiliary aids or services, or reasonable modifications of policy, for those with disabilities.
- All contracts for services or construction include a non-discrimination provision to which the contractor will be required to comply.
- All services and programs that are offered to the public are offered to qualified persons with disabilities.
- Policies and practices provide guidance to employees as it relates to service animals.

## Web-Based Services and Programs

In Spring 2019, the City redesigned its website. As part of the Request for Proposals, accessibility was listed as a mandatory aspect of the redesign. The vendor designed a webpage that was

compliant with the U.S. Department of Justice's "Accessibility of State and Local Government Websites to People with Disabilities."

Employees who have been given access to edit and update the website have been trained on the proper manner of doing so. Concerns with accessibility on the City's webpage should be directed to the ADA Coordinator, who will coordinate with the Administrative Services Department to correct any barriers to accessibility that arise on the City's webpage.

Within six months of adoption of this Plan, a webpage will be created that contains information useful to employees and the public regarding accessibility. The information will be a resource to be used by any City employees that have questions about requesting an accommodation and will help the general public access information and procedures related to disabilities.

The page will include, at a minimum:

- ADA Coordinator contact information
- Notice and Grievance Procedure
- Contact information for employees to obtain communication aids (relay service, interpreters, transcription services, etc)
- City policies regarding prioritization of replacement of sidewalks, curb ramps, and other facilities in the right-of-way.
- Request forms, complaint forms and other documents needed to maintain compliance.

## New Construction, Alterations & Physical Changes to Facilities

All buildings and facilities constructed shall be required to comply with the compliance requirements of 28 C.F.R. § 3, including compliance with the 2010 Standards for Accessible Design, published by the U.S. Department of Justice.

The City currently requires accessibility to be addressed when a building permit is issued for a structure. The City has adopted the International Building Code pursuant to Utah law, as amended. The building codes are the basis for determining whether a proposed building project will be required to meet accessibility standards. The Building Department is responsible for plan review and inspection of facilities constructed in the City. The Building Official and those who review such plans shall be trained in identifying whether a building meets applicable accessibility standards.

## Existing City Buildings & Facilities

The City's Building Official has conducted physical inspections of all public areas of City-owned buildings and created a list of facilities found to be non-compliant with current accessibility standards (Addendum C). The list describes the type of deficiency, proposed remedy, approximate cost, and the severity of the barrier to accessibility. Deficiencies will be addressed as resources permit. The list includes a desired date of correction of the deficiency.

Facilities built prior to 1992 were required by federal law to be modified in a timely manner to provide accessibility. Those built between January 1992 and March 2012 are required to be in compliance with 1991 ADA regulations. All buildings that are constructed or modified after March 2012 are required to meet the requirements of the 2010 ADA Standards.

As buildings and facilities are scheduled for remodeling or upgrades, then they will be upgraded to the latest ADA standards. Regardless of when the building was constructed, deficiencies that present a severe barrier to accessibility on the City's list shall be corrected as soon as practicable. These projects will be prioritized based upon the severity of the barrier and the cost of the correction.

## Parks, Playgrounds & Recreational Facilities

The City will be proactive in assessing the accessibility of its parks, playgrounds, and recreational facilities. This includes trails that are owned or maintained by the City. The 2010 ADA Standards address many of these facilities in a more specific manner. In combination with guidance produced by the Access Board and Federal Highway Administration, the City will make modifications to its outdoor spaces when barriers to accessibility are present. Planning of new outdoor spaces will be compliant with all applicable standards.

The City has completed an inventory of its parks, playgrounds and recreational facilities (Addendum D). The list classifies the deficiencies identified in the list by severity in barrier and cost. The City shall refer to the list and prioritize by balancing severity against cost. Items with low cost should be completed more quickly, regardless of the level of severity. High cost items should be considered in the City's capital planning process.

## Programming

The City currently offers dozens of programs to the community through its various departments. It will ensure that persons with disabilities are given an opportunity to participate in the programs and activities to the fullest extent feasible. When requests for accommodation are made to the City, they will either result in immediate accommodation, if the request is minor and may be accomplished without any difficulty, or with a referral to the City's ADA Coordinator to begin the interactive process. All interactions with persons with disabilities by employees shall be respectful and constructive.

# Right-of-Way Inventory & Improvements

Barriers to pedestrian transportation constitute a significant problem for persons with disabilities. As such, the City is committed to the installation and maintenance of accessible infrastructure within its right-of-way, which includes curb ramps, appropriately sloped sidewalks, and the removal of obstructions from the sidewalk.

## Inventory of Curb Ramps

The Syracuse Public Works Department has conducted an inventory of all curb ramps in the City and has identified whether they are compliant with current ADA standards (Map attached as Addendum E1 & Inventory attached as Addendum E2). There are 1,884 ramps within the City. Syracuse controls 1,730 of those curb ramps – the remaining ramps are owned by the Utah Department of Transportation. The study found that:

- 646 pedestrian crossings meet current ADA standards
- 1,084 ramps are not in compliance with current ADA standards
- 4 pedestrian crossings lack a curb-ramp
- 573 pedestrian crossings lack truncated dome panels
- 129 non-compliant pedestrian crossings are currently inside project areas listed on the City's 5-year capital plan for road construction projects

As resources are available, the City will prioritize the replacement of pedestrian crossings with ADA-compliant curb ramps, based upon the following criteria (listed in order of priority):

1. Sidewalks with no curb ramps at intersections
2. Proximity to public facilities or schools that generate high volumes of pedestrian traffic
3. Reports of concerns by a person with a disability or a designee
4. Location within construction and right-of-way improvement projects
5. Close proximity to planned construction and right-of-way improvement projects

## New Construction of Right-of-Way

All new roads that have pedestrian features include ADA-compliant components. Regardless of the entity that generates the infrastructure, the City applies current ADA standards to the construction.

The City will continue to update its standards and specifications so that pedestrian crossings and improvements are properly installed for use by persons with disabilities.

## Right-of-Way Maintenance and Reconstruction Projects

Many of the City's roads and right-of-way improvements were installed under prior ADA standards. Those improvements are actively updated with road reconstruction projects, which generally occur between twenty and thirty years after the road's initial construction.

The City maintains a five-year capital improvement plan with recommended roads projects listed. The City's current plan includes roads that would correct 10% of the curb ramps that are currently deficient under ADA standards.

The City Engineer will, as road projects in the vicinity of deficient curb-ramps are planned, consider adding nearby curb-ramps to the construction project, even if the road immediately adjacent to those ramps will not otherwise be part of the project. The determination of whether to include those additional ramps will be based upon the totality of the circumstances, such as whether those curb-ramps abut roads that will not be reconstructed for more than 10 years, their proximity to schools or community resources, and their proximity to known persons with disabilities that could benefit from their reconstruction.

## Maintenance of Right-of-Way for Snow or Debris

Sidewalks may become a barrier to accessibility if they become warped, shifted or lifted by heat, water or tree roots. They may also deteriorate or damaged. In such cases, the City has a policy of requiring those responsible for the damage to correct the issue. If they do not do so, the City will render the sidewalk ADA compliant.

The City relies upon abutting property owners to remove snow and debris from sidewalks. Most of our citizens do so dutifully; unfortunately, some do not. The City employs code enforcement personnel to help identify and punish those who do not remove snow or debris from the sidewalk as provided in city code. In the event they do not do so, the City has empowered code enforcement to hire contractors to perform the work and lien the property owner.

Blocking sidewalks with vehicles, trailers or other objects is a major barrier to accessibility. City code prohibits the practice. The City's code enforcement arm will promptly respond to all complaints of sidewalk-blocking and take steps to prevent further violations of that code. Those who refuse to move their vehicles are subject to having the vehicle towed by the City.

## Closures of Sidewalks and Detours

Closures of sidewalk are necessary for construction projects but can also present a special barrier to persons with disabilities who cannot travel off of the sidewalk around the construction area or cross a street mid-block. As part of its governance of the rights-of-way, the City will require all sidewalk closures to include an ADA compliant detour for pedestrians. This will include signage directing individuals to detours prior to the place of sidewalk disruption. It will ensure that the detour is part of the permitting process for private developers, and that its contractors and employees engage in the process.

## Monitoring of Progress and Review of Plan

The administration is requested to provide annual updates to the Council as part of the Council's early budget discussions. This will allow the Council to consider the issue as it plans for the following fiscal year.

The Plan should be reviewed and updated regularly as deficiencies identified in the Plan are corrected. The City's goal is to have all facilities and right-of-way improvements in substantial compliance with the 2010 ADA Standards by \_\_\_\_\_.

DRAFT



## NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT

In accordance with the requirements of title II of the Americans with Disabilities Act of 1990 ("ADA"), Syracuse City, Utah will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

**Employment:** Syracuse City does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under title I of the ADA.

**Effective Communication:** Syracuse City will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in Syracuse City's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

**Modifications to Policies and Procedures:** Syracuse City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in Syracuse City offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Syracuse City, should contact the office of the H.R. Director, who is the appointed ADA Coordinator, as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require Syracuse City to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of Syracuse City is not accessible to persons with disabilities should be directed to the City's ADA Coordinator.

Syracuse City will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

# **Syracuse City**

## **Grievance Procedure under The Americans with Disabilities Act**

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by Syracuse City, Utah. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

**Shauna Greer, ADA Coordinator  
Syracuse City  
1979 West 1900 South  
Syracuse, UT 84075**

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or a designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the Coordinator or a designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of Syracuse City and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or the designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Manager.

Within 15 calendar days after receipt of the appeal, the City Manager or a designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager or a designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator, appeals to the City Manager, and responses from these two offices will be retained by Syracuse City for at least three years.

## Addendum C - ADA Facilities Inspections

| Facility  | Deficiency                                                   | Barrier Severity | Remediation                                      | Cost     | Est. Correction Date | Date Corrected |
|-----------|--------------------------------------------------------------|------------------|--------------------------------------------------|----------|----------------------|----------------|
| City Hall | Disabled parking signs too low                               | Low              | Raise signs so bottom is 60" high                | Low      |                      |                |
| City Hall | Braille lacking from interior doors accessed by public       | Low              | Install braille on sign                          | Low      |                      |                |
| City Hall | Vertical grab bar in accessible toilets                      | Low              | Install bar                                      | Low      |                      |                |
| City Hall | Accessible bathroom stalls - door pulls on both sides        | Low              | Install door pulls on interior                   | Low      |                      |                |
| City Hall | Northern curb ramp from access aisle is too steep (9%)       | Low              | Regrade curb ramp                                | Moderate |                      |                |
| City Hall | Accessible seats block aisle (should be 36" dedicated)       | Low              | Reconfigure seating so space actually dedicated  | Moderate |                      |                |
| City Hall | Missing some signage in public areas                         | Moderate         | Install signs by doors (braille)                 | Low      |                      |                |
| City Hall | Obstructions for fire alarm (need 30"x48" approach)          | Moderate         | Reconfigure furniture                            | Low      |                      |                |
| City Hall | Ramp lacks handrail(s) (ramp due to greater than 5% grade)   | Moderate         | Install handrails                                | Moderate |                      |                |
| City Hall | Inadequate number of wheelchair accessible seats             | Moderate         | Ensure 5 adequate seats                          | Moderate |                      |                |
| Comm Cen  | Exercise Room - Wheelchair access blocked by equipment       | High             | Relocate or remove equipment                     | Low      |                      |                |
| Comm Cen  | Shrubs blocking Van Accessible sign, Sign defaced            | Low              | Trim back shrub, repair/replace sign             | Low      |                      |                |
| Comm Cen  | Signs need to have characters between 48" - 60" from floor   | Low              | Relocate signs                                   | Low      |                      |                |
| Comm Cen  | Temperature control guages located above 48" (classrooms)    | Low              | (If used by public) relocate to 48"              | Low      |                      |                |
| Comm Cen  | Coat hangers on track too high for wheelchair users          | Low              | Install additional coat rack no greater than 48" | Low      |                      |                |
| Comm Cen  | Slope of access aisles in parking lot 5:1%                   | Moderate         | Should be no greater than 2% - regrade           | High     |                      |                |
| Comm Cen  | Craftroom - Sink inaccessible                                | Moderate         | Remodel sink or direct to accessible sinks       | High/Low |                      |                |
| Comm Cen  | Classroom #1 Sign covered by paper sign                      | Moderate         | Remove paper signs when placed over sign         | Low      |                      |                |
| Comm Cen  | Exercise Room - Lightswitch floor access blocked             | Moderate         | Keep 48" x30" floorspace clear                   | Low      |                      |                |
| Comm Cen  | Vertical grab bar in accessible toilets                      | Moderate         | Install bar                                      | Low      |                      |                |
| Comm Cen  | Inadequate # of accessible spaces (2 + 1 va, for 140 spaces) | Moderate         | 4 accessible + 1 van accessible needed           | Moderate |                      |                |
| Comm Cen  | Door opener required due to vestibule                        | Moderate         | Install door opener                              | Moderate |                      |                |
| Comm Cen  | Exit signs inadequate                                        | Moderate         | Replace batteries, consider new signs            | Moderate |                      |                |
| Fire      | Cross-slope of sidewalk/ramp steeper than 1:48               | Low              | Re-grade to 1:48 max                             | High     |                      |                |
| Fire      | Disabled parking signs too low                               | Low              | Increase height of sign (60" from bottom)        | Low      |                      |                |
| Fire      | Training room sign obstructed & on wrong side of door        | Low              | Add sign to right side, or move sign             | Low      |                      |                |
| Fire      | Slope of disabled spaces and access aisle too steep          | Moderate         | Re-grade for disabled spaces                     | High     |                      |                |
| Fire      | Slope of curb ramp exceeds 1:12                              | Moderate         | Re-grade to 1:12                                 | High     |                      |                |
| Jensen    | Women's restroom requires more than 5 lbs pressure           | High             | Repair sticking door                             | Low      |                      |                |
| Jensen    | Insulation needed for pipes under sink                       | Low              | Install plastic cover on drain pipes             | Low      |                      |                |
| Jensen    | Heating/Cooling controls too high                            | Low              | Lower to no greater than 48" to control          | Moderate |                      |                |
| Jensen    | No signage from non-accessible to accessible bathrooms       | Moderate         | Install signs to ADA (outside) bathrooms         | Low      |                      |                |
| Jensen    | Lock on accessible stall broken (Men's)                      | Moderate         | Repair lock                                      | Low      |                      |                |
| Jensen    | Exit signs inadequate                                        | Moderate         | Replace batteries in Exit signs                  | Low      |                      |                |
| Jensen    | No anti-tip bracket on stove                                 | N/A              | Install anti-tip bracket                         | Low      |                      |                |
| Museum    | Items/furniture blocking 36' access throughout building      | High             | Move displays/items to ensure clear paths        | Low      |                      |                |
| Museum    | Flush control on closed side of WC                           | Low              | Move control                                     | Low      |                      |                |

|        |                                                          |          |                                            |          |  |  |
|--------|----------------------------------------------------------|----------|--------------------------------------------|----------|--|--|
| Museum | Wooden ramps in barns too steep                          | Moderate | Create new ramps                           | Low      |  |  |
| Museum | No van accessible sign on 1 of 3 disabled parking spaces | Low      | Install sign                               | Low      |  |  |
| Museum | Signage outside lacking braille                          | Low      | Replace sign with braille features         | Low      |  |  |
| Museum | Cabin inaccessible due to steps only                     | High     | Ramp or other means to access              | Moderate |  |  |
| Police | Emergency lights/fire alarms?                            | High     | Ensure fire alarms are adequate            | High     |  |  |
| Police | Cross-slope of sidewalk/ramp steeper than 1:48           | Low      | Re-grade to 1:48 max                       | High     |  |  |
| Police | Front approach to pull-side of door not 18 in.           | Low      | Remodel bathroom                           | High     |  |  |
| Police | Disabled parking signs too low                           | Low      | Increase height of sign (60" from bottom)  | Low      |  |  |
| Police | Bathroom doors feel heavy                                | Low      | Loosen closer                              | Low      |  |  |
| Police | Bathroom - Women's toilet flush handle on closed side    | Low      | Move control                               | Low      |  |  |
| Police | Fingerprint room - soap dispenser too high               | Low      | Adjust height of dispenser                 | Low      |  |  |
| Police | Exit signs inadequate                                    | Low      | Install exit signs as per fire code        | Moderate |  |  |
| Police | Ramp steeper than 1:12                                   | Moderate | Install new ramp at 1:12                   | High     |  |  |
| Police | Bathroom - No 60-inch diameter                           | Moderate | Remodel bathroom                           | High     |  |  |
| Police | Top of handrail gripping surface higher than 38"         | Moderate | Replace railing                            | Moderate |  |  |
| Police | Handrail grip not continuous and unobstructed            | Moderate | Replace railing                            | Moderate |  |  |
| Police | Bathroom signs too high (48" max)                        | Low      | Move sign                                  | Low      |  |  |
| PW     | Flush control on closed side of WC                       | Low      | Move control                               | Low      |  |  |
| PW     | Inadequate number of accessible parking spaces (3 total) | Low      | Install one additional accessible space    | Low      |  |  |
| PW     | Sinks are 35" high - should be 34"                       | Low      | Lower sink or raise floor in front of sink | High     |  |  |
| PW     | Vertical grab bar in accessible toilets                  | Moderate | Install bar                                | Low      |  |  |
| PW     | Door opener required due to vestibule                    | Moderate | Install door opener                        | High     |  |  |
| PW     | Exit signs inadequate                                    | Moderate | Install signs in hallways leading to exits | Moderate |  |  |

## Addendum D - ADA Parks Inspections

| Park        | Deficiency                                              | Severity of Barrier | Remediation                                    | Cost          | Est. Correction Date | Date Corrected |
|-------------|---------------------------------------------------------|---------------------|------------------------------------------------|---------------|----------------------|----------------|
| Bluff Ridge | Vertical grab bars in accessible bathroom stalls absent | Low                 | Install bars                                   | Low           |                      |                |
| Bluff Ridge | Flush valve on wrong side (men's)                       | Low                 | Reconfigure valve                              | Low           |                      |                |
| Bluff Ridge | Signage absent for parking                              | Moderate            | Install Sign                                   | Low           |                      |                |
| Bluff Ridge | Van accessible sign absent                              | Moderate            | Install Sign                                   | Low           |                      |                |
| Bluff Ridge | Sink exceeds 34" (M&W)                                  | Moderate            | Lower sinks                                    | Low           |                      |                |
| Bluff Ridge | Bathroom signage absent                                 | Moderate            | Install sign                                   | Low           |                      |                |
| Canterbury  | One access aisle leads to 10% slope                     | High                | Direct disabled parking to western part of lot | Moderate      |                      |                |
| Canterbury  | Signage for van accessible space missing                | Low                 | Install Sign                                   | Low           |                      |                |
| Canterbury  | Lock on men's stall broken                              | Low                 | Repair                                         | Low           |                      |                |
| Canterbury  | Towel dispenser too high (Women's)                      | Low                 | Reduce to 48"                                  | Low           |                      |                |
| Canterbury  | No ADA tables                                           | Low                 | Acquire wheelchair accessible table            | Moderate      |                      |                |
| Canterbury  | Slope of accessible spaces & aisles steep               | Moderate            | Re-grade disabled spaces                       | High          |                      |                |
| Canterbury  | Signage absent for disabled parking                     | Moderate            | Install signs                                  | Low           |                      |                |
| Canterbury  | Bathroom signage absent                                 | Moderate            | Install signs                                  | Low           |                      |                |
| Canterbury  | No door pull handles on accessible stalls (M&W)         | Moderate            | Replace or install handles                     | Low           |                      |                |
| Founders    | No accessible route to play area                        | High                | Install hard-surface walkway                   | Moderate      |                      |                |
| Founders    | Vertical grab bars in accessible bathroom stalls absent | Low                 | Install bar                                    | Low           |                      |                |
| Founders    | No designated wheelchair spaces by bleachers            | Low                 | Paint designated spaces 1 per 25 seats         | Low           |                      |                |
| Founders    | Signage absent for parking x 6                          | Moderate            | Install Sign                                   | Low           |                      |                |
| Founders    | Van Accessible sign absent x2                           | Moderate            | Install Sign                                   | Low           |                      |                |
| Founders    | Bathroom signage absent                                 | Moderate            | Install signage                                | Low           |                      |                |
| Founders    | Playground fill material - low                          | Moderate            | Increase level of fill or install ASTM F1951   | Moderate/High |                      |                |
| Fremont     | Soap dispenser exceeds 48" (W only)                     | Low                 | Lower dispenser                                | Low           |                      |                |
| Fremont     | Flush valve on wrong side (Women)                       | Low                 | Reconfigure valve                              | Moderate      |                      |                |
| Fremont     | Signage absent for disabled parking                     | Moderate            | Install Sign                                   | Low           |                      |                |
| Fremont     | Signage for van accessible space missing                | Moderate            | Install Sign                                   | Low           |                      |                |
| Fremont     | Bathroom signage absent                                 | Moderate            | Install Signs                                  | Low           |                      |                |
| Fremont     | Sinks exceed 34"                                        | Moderate            | Lower sinks                                    | Low           |                      |                |
| Fremont     | No door pull handles on accessible stalls (M&W)         | Moderate            | Replace or install handles                     | Low           |                      |                |
| Fremont     | Insufficient number of disabled spaces                  | Moderate            | Re-stripe with 2 spaces                        | Moderate      |                      |                |
| Jensen Park | Signs too low (must be 60" high)                        | Low                 | Increase sign height                           | Low           |                      |                |
| Jensen Park | No sign designating "van accessible" spot               | Low                 | Install Sign                                   | Low           |                      |                |
| Jensen Park | Bathroom signage absent                                 | Moderate            | Install Sign                                   | Low           |                      |                |
| Legacy      | No van-accessible space (not large enough)              | High                | Re-stripe                                      | Moderate      |                      |                |
| Legacy      | Vertical grab bars in accessible bathroom stalls absent | Low                 | Install bar                                    | Low           |                      |                |
| Legacy      | Accessible space requires crossing drive aisle          | Low                 | Relocate disabled space                        | Moderate      |                      |                |
| Legacy      | Playground fill material - low                          | Low                 | Increase level of fill or install ASTM F1951   | Moderate/High |                      |                |
| Legacy      | Slope of accessible spaces & aisles steep               | Moderate            | Re-grade or relocate disabled spaces           | High/Moderate |                      |                |

|             |                                                          |               |                                              |               |  |  |
|-------------|----------------------------------------------------------|---------------|----------------------------------------------|---------------|--|--|
| Legacy      | Signage absent for parking                               | Moderate      | Install sign                                 | Low           |  |  |
| Legacy      | Bathroom signage absent                                  | Moderate      | Install signs                                | Low           |  |  |
| Legacy      | No tables with wheelchair access                         | Moderate      | Install 1 table with wheelchair access       | Moderate      |  |  |
| Linda Vista | No van accessible spaces                                 | High          | Re-stripe with 11 & 5 or 8 & 8 space/aisle   | Moderate      |  |  |
| Linda Vista | Bathroom signage too high & on door                      | Low           | Install new signs or relocate existing       | Low           |  |  |
| Linda Vista | Sinks exceed 34" in height (35") M&W                     | Low           | Lower sinks                                  | Low           |  |  |
| Linda Vista | Vertical grab bars in accessible bathroom stalls absent  | Low           | Install bars                                 | Low           |  |  |
| Linda Vista | Slope of accessible spaces & aisles steep                | Moderate      | Re-grade disabled spaces                     | High          |  |  |
| Linda Vista | Signage absent for disabled parking                      | Moderate      | Install Sign                                 | Low           |  |  |
| Linda Vista | Signage for van accessible space missing                 | Moderate      | Install sign                                 | Low           |  |  |
| Linda Vista | Insufficient number of disabled spaces                   | Moderate      | Re-stripe with 3 spaces                      | Moderate      |  |  |
| Linda Vista | No accessible tables                                     | Moderate      | Install 1 table with wheelchair access       | Moderate      |  |  |
| Rock Creek  | No ADA tables                                            | Low           | Acquire wheelchair accessible table          | Moderate      |  |  |
| Rock Creek  | Deep playground pit                                      | Moderate      | Increase level of fill or install ASTM F1951 | High          |  |  |
| Rock Creek  | Signage for disabled parking missing                     | Moderate      | Install signs                                | Low           |  |  |
| Rock Creek  | Slopes of curb accesses all too steep                    | Moderate      | Re-grade approaches                          | Moderate/High |  |  |
| Rock Creek  | Access aisles on East lot do not adjoin accessible route | Moderate/High | Install curb access on aisles                | High          |  |  |
| Stoker      | ADA stalls too narrow (60" needed) (M&W)                 | High          | Reconfigure stall space                      | Moderate      |  |  |
| Stoker      | Soap dispenser exceeds 48" (54") (M&W)                   | Low           | Lower dispenser                              | Low           |  |  |
| Stoker      | Vertical grab bars in accessible bathroom stalls absent  | Low           | Install bar                                  | Low           |  |  |
| Stoker      | Slope of accessible spaces & aisles steep                | Moderate      | Re-grade disabled spaces                     | High          |  |  |
| Stoker      | Signage for parking absent                               | Moderate      | Install Signs                                | Low           |  |  |
| Stoker      | Van accessible sign absent                               | Moderate      | Install Sign                                 | Low           |  |  |
| Stoker      | Bathroom signage absent                                  | Moderate      | Install Signs                                | Low           |  |  |
| Stoker      | Sinks exceed 34" in height (35" & 36") M&W               | Moderate      | Lower sinks                                  | Low           |  |  |
| Stoker      | Insufficient number of disabled spaces                   | Moderate      | Re-stripe w 3 spaces (60 space lot)          | Moderate      |  |  |
| Trailside   | No grab bars at all                                      | High          | Install horizontal and vertical grab bar     | Low           |  |  |
| Trailside   | Signage absent for disabled parking                      | Moderate      | Install Sign                                 | Low           |  |  |
| Trailside   | Signage for van accessible space missing                 | Moderate      | Install Sign                                 | Low           |  |  |
| Trailside   | Bathroom signage absent                                  | Moderate      | Install Sign                                 | Low           |  |  |
| Trailside   | Sink exceeds 34" (M&W)                                   | Moderate      | Lower sinks                                  | Low           |  |  |
| Trailside   | Insufficient number of disabled spaces                   | Moderate      | Re-stripe with 2 spaces                      | Moderate      |  |  |
| Trailside   | Door required more than 5 lbs. pressure (sticking)       | Moderate      | Repair door                                  | Moderate      |  |  |
| Tuscany     | Parking signs too low (must be 60" high)                 | Low           | Increase sign height                         | Low           |  |  |
| Tuscany     | No sign designating "van accessible" spot                | Low           | Install Sign                                 | Low           |  |  |
| Tuscany     | Playground fill material - low                           | Low           | Increase level of fill or install ASTM F1951 | Moderate/High |  |  |

## Addendum E2 - Curb Ramp Inventory

| Address           | Meets_Standard Ramp | Truncated Dome Panel | On 5-year Capital Plan? | Est. Correction Date | Date Corrected |
|-------------------|---------------------|----------------------|-------------------------|----------------------|----------------|
| City Hall         | No                  | No                   | No                      |                      |                |
| City Hall         | No                  | No                   | No                      |                      |                |
| City Hall         | No                  | No                   | No                      |                      |                |
| City Hall         | No                  | No                   | Yes                     |                      |                |
| 1000 S Banbury Dr | No                  | Yes                  | No                      | Yes                  |                |
| 1000 S Banbury Dr | No                  | Yes                  | No                      | Yes                  |                |
| 1000 S Banbury Dr | No                  | Yes                  | No                      | Yes                  |                |
| 1000 S Banbury Dr | No                  | Yes                  | No                      | Yes                  |                |
| 1050 S 1525 W     | No                  | Yes                  | No                      | Yes                  |                |
| 1050 S 1525 W     | No                  | Yes                  | No                      | Yes                  |                |
| 1050 S Banbury Dr | No                  | Yes                  | No                      | Yes                  |                |
| 1050 S Banbury Dr | No                  | Yes                  | No                      | Yes                  |                |
| 1100 S 2100 W     | No                  | Yes                  | No                      | Yes                  |                |
| 1100 S 2100 W     | No                  | Yes                  | No                      | Yes                  |                |
| 1120 S Banbury Dr | No                  | Yes                  | No                      | Yes                  |                |
| 1120 S Banbury Dr | No                  | Yes                  | No                      | Yes                  |                |
| 1150 S 2100 W     | No                  | Yes                  | No                      | Yes                  |                |
| 1150 S 2100 W     | No                  | Yes                  | No                      | Yes                  |                |
| 1175 S 2100 W     | No                  | Yes                  | No                      | Yes                  |                |
| 1175 S 2100 W     | No                  | Yes                  | No                      | Yes                  |                |
| 1175 S 2100 W     | No                  | Yes                  | No                      | Yes                  |                |
| 1175 S 2100 W     | No                  | Yes                  | No                      | Yes                  |                |
| 1175 S Banbury Dr | No                  | Yes                  | No                      | Yes                  |                |
| 1175 S Banbury Dr | No                  | Yes                  | No                      | Yes                  |                |
| 1215 S 2100 W     | No                  | Yes                  | No                      | Yes                  |                |
| 1215 S 2100 W     | No                  | Yes                  | No                      | Yes                  |                |
| 1245 S 2100 W     | No                  | Yes                  | No                      | Yes                  |                |

|                      |    |     |    |     |  |  |
|----------------------|----|-----|----|-----|--|--|
| 1245 S 2100 W        | No | Yes | No | Yes |  |  |
| 1300 S 1800 W        | No | Yes | No | Yes |  |  |
| 1300 S 1925 W        | No | Yes | No | Yes |  |  |
| 1300 S 1925 W        | No | Yes | No | Yes |  |  |
| 1375 S 1800 W        | No | Yes | No | Yes |  |  |
| 1475 S 1350 W        | No | Yes | No | Yes |  |  |
| 1475 S 1350 W        | No | Yes | No | Yes |  |  |
| 1500 S 1350 W        | No | Yes | No | Yes |  |  |
| 1500 S 1350 W        | No | Yes | No | Yes |  |  |
| 1525 W 870 S         | No | Yes | No | Yes |  |  |
| 1525 W 870 S         | No | Yes | No | Yes |  |  |
| 1525 W 870 S         | No | Yes | No | Yes |  |  |
| 1525 W 870 S         | No | Yes | No | Yes |  |  |
| 1550 S 1350 W        | No | Yes | No | Yes |  |  |
| 1550 S 1350 W        | No | Yes | No | Yes |  |  |
| 1575 S 1100 W        | No | Yes | No | Yes |  |  |
| 1575 S 1100 W        | No | Yes | No | Yes |  |  |
| 1625 S 1350 W        | No | Yes | No | Yes |  |  |
| 1625 S 1350 W        | No | Yes | No | Yes |  |  |
| 1700 W Heritage Pkwy | No | Yes | No | Yes |  |  |
| 1700 W Heritage Pkwy | No | Yes | No | Yes |  |  |
| 1700 W Heritage Pkwy | No | Yes | No | Yes |  |  |
| 1700 W Heritage Pkwy | No | Yes | No | Yes |  |  |
| 1760 W Heritage Pkwy | No | Yes | No | Yes |  |  |
| 1760 W Heritage Pkwy | No | Yes | No | Yes |  |  |
| 1800 W Dallas St     | No | Yes | No | Yes |  |  |
| 1800 W Dallas St     | No | Yes | No | Yes |  |  |
| 1810 W Heritage Pkwy | No | Yes | No | Yes |  |  |
| 1810 W Heritage Pkwy | No | Yes | No | Yes |  |  |
| 1875 W Dallas St     | No | Yes | No | Yes |  |  |
| 1875 W Dallas St     | No | Yes | No | Yes |  |  |
| 1875 W Heritage Pkwy | No | Yes | No | Yes |  |  |
| 1875 W Heritage Pkwy | No | Yes | No | Yes |  |  |

|                      |    |     |    |     |  |  |
|----------------------|----|-----|----|-----|--|--|
| 1875 W Heritage Pkwy | No | Yes | No | Yes |  |  |
| 1875 W Heritage Pkwy | No | Yes | No | Yes |  |  |
| 1925 W Dallas St     | No | Yes | No | Yes |  |  |
| 1925 W Dallas St     | No | Yes | No | Yes |  |  |
| 2000 W Camino Blvd   | No | Yes | No | Yes |  |  |
| 2000 W Camino Blvd   | No | Yes | No | Yes |  |  |
| 2000 W Craig Ln      | No | Yes | No | Yes |  |  |
| 2000 W Craig Ln      | No | Yes | No | Yes |  |  |
| 2025 S 2000 W        | No | Yes | No | Yes |  |  |
| 2025 S 2000 W        | No | Yes | No | Yes |  |  |
| 2300 S 1000 W        | No | Yes | No | Yes |  |  |
| 2300 S 1000 W        | No | Yes | No | Yes |  |  |
| 2350 S 1000 W        | No | Yes | No | Yes |  |  |
| 2350 S 1000 W        | No | Yes | No | Yes |  |  |
| 2350 S 1000 W        | No | Yes | No | Yes |  |  |
| 2400 S 1000 W        | No | Yes | No | Yes |  |  |
| 2400 S 1000 W        | No | Yes | No | Yes |  |  |
| 2525 S 500 W         | No | Yes | No | Yes |  |  |
| 2800 S 850 W         | No | Yes | No | Yes |  |  |
| 2800 S 850 W         | No | Yes | No | Yes |  |  |
| 2800 S 900 W         | No | Yes | No | Yes |  |  |
| 2800 S 900 W         | No | Yes | No | Yes |  |  |
| 2850 S 2675 W        | No | Yes | No | Yes |  |  |
| 2850 S 2675 W        | No | Yes | No | Yes |  |  |
| 2850 S 2725 W        | No | Yes | No | Yes |  |  |
| 2850 S 2725 W        | No | Yes | No | Yes |  |  |
| 2920 S 950 W         | No | Yes | No | Yes |  |  |
| 2920 S 950 W         | No | Yes | No | Yes |  |  |
| 2925 West 435 South  | No | Yes | No | Yes |  |  |
| 2925 West 435 South  | No | Yes | No | Yes |  |  |
| 2925 West 435 South  | No | Yes | No | Yes |  |  |
| 2925 West 435 South  | No | Yes | No | Yes |  |  |
| 3300 S 575 W         | No | Yes | No | Yes |  |  |

|                  |    |     |    |     |  |  |
|------------------|----|-----|----|-----|--|--|
| 3300 S 575 W     | No | Yes | No | Yes |  |  |
| 3300 S 575 W     | No | Yes | No | Yes |  |  |
| 3300 S 575 W     | No | Yes | No | Yes |  |  |
| 3450 S 800 W     | No | Yes | No | Yes |  |  |
| 3450 S 800 W     | No | Yes | No | Yes |  |  |
| 3450 S 875 W     | No | Yes | No | Yes |  |  |
| 3450 S 875 W     | No | Yes | No | Yes |  |  |
| 3450 S 930 W     | No | Yes | No | Yes |  |  |
| 3450 S 930 W     | No | Yes | No | Yes |  |  |
| 3500 S 575 W     | No | Yes | No | Yes |  |  |
| 3500 S 575 W     | No | Yes | No | Yes |  |  |
| 3500 S 575 W     | No | Yes | No | Yes |  |  |
| 3500 S 575 W     | No | Yes | No | Yes |  |  |
| 3575 S 575 W     | No | Yes | No | Yes |  |  |
| 3575 S 575 W     | No | Yes | No | Yes |  |  |
| 3625 S 575 W     | No | Yes | No | Yes |  |  |
| 3625 S 575 W     | No | Yes | No | Yes |  |  |
| 3625 S 575 W     | No | Yes | No | Yes |  |  |
| 3625 S 575 W     | No | Yes | No | Yes |  |  |
| 3625 S 575 W     | No | Yes | No | Yes |  |  |
| 3700 S 550 W     | No | Yes | No | Yes |  |  |
| 3700 S 550 W     | No | Yes | No | Yes |  |  |
| 3700 S 575 W     | No | Yes | No | Yes |  |  |
| 3700 S 575 W     | No | Yes | No | Yes |  |  |
| 3700 S 600 W     | No | Yes | No | Yes |  |  |
| 3700 S 600 W     | No | Yes | No | Yes |  |  |
| 3750 S 550 W     | No | Yes | No | Yes |  |  |
| 3750 S 550 W     | No | Yes | No | Yes |  |  |
| 3750 S 600 W     | No | Yes | No | Yes |  |  |
| 3750 S 600 W     | No | Yes | No | Yes |  |  |
| 3839 S 550 W     | No | Yes | No | Yes |  |  |
| 3839 S 550 W     | No | Yes | No | Yes |  |  |
| 700 S 4000 W     | No | Yes | No | Yes |  |  |
| 770 S Banbury Dr | No | Yes | No | Yes |  |  |

|                     |    |     |    |     |  |  |
|---------------------|----|-----|----|-----|--|--|
| 770 S Banbury Dr    | No | Yes | No | Yes |  |  |
| 775 S 1525 W        | No | Yes | No | Yes |  |  |
| 775 S 1525 W        | No | Yes | No | Yes |  |  |
| 925 S 1525 W        | No | Yes | No | Yes |  |  |
| 925 S 1525 W        | No | Yes | No | Yes |  |  |
| 925 S 1525 W        | No | Yes | No | Yes |  |  |
| 925 S 1525 W        | No | Yes | No | Yes |  |  |
| 1025 S 2125 W       | No | Yes | No |     |  |  |
| 1025 S 2200 W       | No | Yes | No |     |  |  |
| 1025 S 2200 W       | No | Yes | No |     |  |  |
| 1025 S 2200 W       | No | Yes | No |     |  |  |
| 1025 S 2200 W       | No | Yes | No |     |  |  |
| 1025 S 2450 W       | No | Yes | No |     |  |  |
| 1025 S 2450 W       | No | Yes | No |     |  |  |
| 1025 S 2450 W       | No | Yes | No |     |  |  |
| 1025 S 2450 W       | No | Yes | No |     |  |  |
| 1030 S 3925 W       | No | Yes | No |     |  |  |
| 1030 S 3925 W       | No | Yes | No |     |  |  |
| 1050 S 1675 W       | No | Yes | No |     |  |  |
| 1050 S 1675 W       | No | Yes | No |     |  |  |
| 1060 S Killarney Dr | No | Yes | No |     |  |  |
| 1060 S Killarney Dr | No | Yes | No |     |  |  |
| 1065 W Carlton Way  | No | Yes | No |     |  |  |
| 1065 W Carlton Way  | No | Yes | No |     |  |  |
| 1085 S 3925 W       | No | Yes | No |     |  |  |
| 1085 S 3925 W       | No | Yes | No |     |  |  |
| 1085 S 4000 W       | No | Yes | No |     |  |  |
| 1085 S 4000 W       | No | Yes | No |     |  |  |
| 1085 S Inverness Dr | No | Yes | No |     |  |  |
| 1085 S Inverness Dr | No | Yes | No |     |  |  |
| 1100 S 2200 W       | No | Yes | No |     |  |  |
| 1100 S 2200 W       | No | Yes | No |     |  |  |
| 1100 S 2200 W       | No | Yes | No |     |  |  |
| 1100 S 2200 W       | No | Yes | No |     |  |  |

|                      |    |     |    |  |  |  |  |
|----------------------|----|-----|----|--|--|--|--|
| 1100 S 2450 W        | No | Yes | No |  |  |  |  |
| 1100 S 2450 W        | No | Yes | No |  |  |  |  |
| 1110 S 1675 W        | No | Yes | No |  |  |  |  |
| 1110 S 1675 W        | No | Yes | No |  |  |  |  |
| 1125 S 2200 W        | No | Yes | No |  |  |  |  |
| 1125 S 2200 W        | No | Yes | No |  |  |  |  |
| 1125 S 2450 W        | No | Yes | No |  |  |  |  |
| 1125 S 2450 W        | No | Yes | No |  |  |  |  |
| 1130 W Carlton Way   | No | Yes | No |  |  |  |  |
| 1130 W Carlton Way   | No | Yes | No |  |  |  |  |
| 1140 West 2800 South | No | Yes | No |  |  |  |  |
| 1140 West 2800 South | No | Yes | No |  |  |  |  |
| 1150 S Inverness Dr  | No | Yes | No |  |  |  |  |
| 1150 S Inverness Dr  | No | Yes | No |  |  |  |  |
| 1150 S Inverness Dr  | No | Yes | No |  |  |  |  |
| 1150 S Inverness Dr  | No | Yes | No |  |  |  |  |
| 1175 S 1675 W        | No | Yes | No |  |  |  |  |
| 1175 S 1675 W        | No | Yes | No |  |  |  |  |
| 1175 S 2200 W        | No | Yes | No |  |  |  |  |
| 1175 S 2200 W        | No | Yes | No |  |  |  |  |
| 1175 S 2200 W        | No | Yes | No |  |  |  |  |
| 1175 S 2200 W        | No | Yes | No |  |  |  |  |
| 1175 S 2200 W        | No | Yes | No |  |  |  |  |
| 1175 S 2375 W        | No | Yes | No |  |  |  |  |
| 1175 S 2375 W        | No | Yes | No |  |  |  |  |
| 1175 S 2430 W        | No | Yes | No |  |  |  |  |
| 1175 S 2430 W        | No | Yes | No |  |  |  |  |
| 1175 S 2450 W        | No | Yes | No |  |  |  |  |
| 1175 S 2450 W        | No | Yes | No |  |  |  |  |
| 1175 West 2615 South | No | Yes | No |  |  |  |  |
| 1175 West 2800 South | No | Yes | No |  |  |  |  |
| 1175 West 2800 South | No | Yes | No |  |  |  |  |
| 1175 West 2800 South | No | Yes | No |  |  |  |  |
| 1175 West 2800 South | No | Yes | No |  |  |  |  |

|                      |    |     |    |  |  |  |  |
|----------------------|----|-----|----|--|--|--|--|
| 1200 S 2600 W        | No | Yes | No |  |  |  |  |
| 1200 S 2600 W        | No | Yes | No |  |  |  |  |
| 1200 S 2675 W        | No | Yes | No |  |  |  |  |
| 1200 S 2675 W        | No | Yes | No |  |  |  |  |
| 1210 S Congressional | No | Yes | No |  |  |  |  |
| 1210 S Congressional | No | Yes | No |  |  |  |  |
| 1210 S Congressional | No | Yes | No |  |  |  |  |
| 1210 S Congressional | No | Yes | No |  |  |  |  |
| 1270 S Congressional | No | Yes | No |  |  |  |  |
| 1270 S Congressional | No | Yes | No |  |  |  |  |
| 1270 S Congressional | No | Yes | No |  |  |  |  |
| 1270 S Congressional | No | Yes | No |  |  |  |  |
| 1270 S Congressional | No | Yes | No |  |  |  |  |
| 1280 West 2800 South | No | Yes | No |  |  |  |  |
| 1280 West 2800 South | No | Yes | No |  |  |  |  |
| 1300 S 2600 W        | No | Yes | No |  |  |  |  |
| 1300 S 2600 W        | No | Yes | No |  |  |  |  |
| 1300 S 2675 W        | No | Yes | No |  |  |  |  |
| 1320 S Doral Dr      | No | Yes | No |  |  |  |  |
| 1320 S Doral Dr      | No | Yes | No |  |  |  |  |
| 1320 S Sotogrande Wy | No | Yes | No |  |  |  |  |
| 1320 S Sotogrande Wy | No | Yes | No |  |  |  |  |
| 1340 S Doral Dr      | No | Yes | No |  |  |  |  |
| 1340 S Doral Dr      | No | Yes | No |  |  |  |  |
| 1350 S Gleneagles Dr | No | Yes | No |  |  |  |  |
| 1350 S Gleneagles Dr | No | Yes | No |  |  |  |  |
| 1375 S 1525 W        | No | Yes | No |  |  |  |  |
| 1375 S 1525 W        | No | Yes | No |  |  |  |  |
| 1375 S 1600 W        | No | Yes | No |  |  |  |  |
| 1375 S 1600 W        | No | Yes | No |  |  |  |  |
| 1375 S 1650 W        | No | Yes | No |  |  |  |  |
| 1375 S 1650 W        | No | Yes | No |  |  |  |  |
| 1375 S 1700 W        | No | Yes | No |  |  |  |  |
| 1375 S 1700 W        | No | Yes | No |  |  |  |  |

|                      |    |     |    |  |  |  |  |
|----------------------|----|-----|----|--|--|--|--|
| 1375 S Sotogrande Wy | No | Yes | No |  |  |  |  |
| 1375 S Sotogrande Wy | No | Yes | No |  |  |  |  |
| 1375 W Carlton Way   | No | Yes | No |  |  |  |  |
| 1375 W Carlton Way   | No | Yes | No |  |  |  |  |
| 1390 S 1525 W        | No | Yes | No |  |  |  |  |
| 1390 S 1525 W        | No | Yes | No |  |  |  |  |
| 1400 S Ruby Way      | No | Yes | No |  |  |  |  |
| 1435 S Pestwick Dr   | No | Yes | No |  |  |  |  |
| 1435 S Pestwick Dr   | No | Yes | No |  |  |  |  |
| 1475 S 2600 W        | No | Yes | No |  |  |  |  |
| 1475 S 2600 W        | No | Yes | No |  |  |  |  |
| 1475 S 2650 W        | No | Yes | No |  |  |  |  |
| 1475 W White Sands   | No | Yes | No |  |  |  |  |
| 1475 W White Sands   | No | Yes | No |  |  |  |  |
| 1500 S 1525 W        | No | Yes | No |  |  |  |  |
| 1500 S 1525 W        | No | Yes | No |  |  |  |  |
| 1500 S Earl Cir      | No | Yes | No |  |  |  |  |
| 1500 S Earl Cir      | No | Yes | No |  |  |  |  |
| 1500 S Evalin Cir    | No | Yes | No |  |  |  |  |
| 1500 S Evalin Cir    | No | Yes | No |  |  |  |  |
| 1500 S Ruby Way      | No | Yes | No |  |  |  |  |
| 1500 S Ruby Way      | No | Yes | No |  |  |  |  |
| 1600 S 2600 W        | No | Yes | No |  |  |  |  |
| 1600 S 2625 W        | No | Yes | No |  |  |  |  |
| 1600 S 2625 W        | No | Yes | No |  |  |  |  |
| 1600 S 2650 W        | No | Yes | No |  |  |  |  |
| 1750 S 2350 W        | No | Yes | No |  |  |  |  |
| 1750 S 2350 W        | No | Yes | No |  |  |  |  |
| 1750 S 2350 W        | No | Yes | No |  |  |  |  |
| 1750 S 2350 W        | No | Yes | No |  |  |  |  |
| 1780 S 2210 W        | No | Yes | No |  |  |  |  |
| 1780 S 2210 W        | No | Yes | No |  |  |  |  |
| 1825 S 2210 W        | No | Yes | No |  |  |  |  |

|                    |    |     |    |  |  |  |
|--------------------|----|-----|----|--|--|--|
| 1825 S 2265 W      | No | Yes | No |  |  |  |
| 1825 S 2350 W      | No | Yes | No |  |  |  |
| 1825 S 2350 W      | No | Yes | No |  |  |  |
| 1830 S 1675 W      | No | Yes | No |  |  |  |
| 1830 S 1675 W      | No | Yes | No |  |  |  |
| 1890 S 1675 W      | No | Yes | No |  |  |  |
| 1890 S 1675 W      | No | Yes | No |  |  |  |
| 1900 S 1900 W      | No | Yes | No |  |  |  |
| 1900 S 1900 W      | No | Yes | No |  |  |  |
| 1900 S 1900 W      | No | Yes | No |  |  |  |
| 1900 S 1900 W      | No | Yes | No |  |  |  |
| 1900 S 1900 W      | No | Yes | No |  |  |  |
| 1900 S 2350 W      | No | Yes | No |  |  |  |
| 1900 S 2350 W      | No | Yes | No |  |  |  |
| 1900 S 2465 W      | No | Yes | No |  |  |  |
| 1900 S 2465 W      | No | Yes | No |  |  |  |
| 1900 S 2465 W      | No | Yes | No |  |  |  |
| 1900 S 2500 W      | No | Yes | No |  |  |  |
| 1900 S 2500 W      | No | Yes | No |  |  |  |
| 1900 S 2500 W      | No | Yes | No |  |  |  |
| 1900 S 2500 W      | No | Yes | No |  |  |  |
| 1900 S 2500 W      | No | Yes | No |  |  |  |
| 1900 S 2590 W      | No | Yes | No |  |  |  |
| 1900 S 2590 W      | No | Yes | No |  |  |  |
| 1950 S 1675 W      | No | Yes | No |  |  |  |
| 1950 S 1675 W      | No | Yes | No |  |  |  |
| 1950 S Dahl Ln     | No | Yes | No |  |  |  |
| 1950 S Dahl Ln     | No | Yes | No |  |  |  |
| 1950 S Dahl Ln     | No | Yes | No |  |  |  |
| 1950 S Dahl Ln     | No | Yes | No |  |  |  |
| 1950 W Camino Blvd | No | Yes | No |  |  |  |
| 1950 W Camino Blvd | No | Yes | No |  |  |  |
| 1950 W Camino Blvd | No | Yes | No |  |  |  |
| 1950 W Camino Blvd | No | Yes | No |  |  |  |

|                    |    |     |    |  |  |  |  |
|--------------------|----|-----|----|--|--|--|--|
| 1975 S 1730 W      | No | Yes | No |  |  |  |  |
| 1975 S 1730 W      | No | Yes | No |  |  |  |  |
| 1975 S 1800 W      | No | Yes | No |  |  |  |  |
| 1975 S 1800 W      | No | Yes | No |  |  |  |  |
| 1975 S 1840 W      | No | Yes | No |  |  |  |  |
| 1975 S 2830 W      | No | Yes | No |  |  |  |  |
| 1975 S Heritage Ln | No | Yes | No |  |  |  |  |
| 2000 S 1675 W      | No | Yes | No |  |  |  |  |
| 2000 S 1675 W      | No | Yes | No |  |  |  |  |
| 2000 S 1730 W      | No | Yes | No |  |  |  |  |
| 2000 S 1730 W      | No | Yes | No |  |  |  |  |
| 2025 S 1900 W      | No | Yes | No |  |  |  |  |
| 2025 S 1900 W      | No | Yes | No |  |  |  |  |
| 2025 S 2830 W      | No | Yes | No |  |  |  |  |
| 2025 S 2830 W      | No | Yes | No |  |  |  |  |
| 2025 S 2830 W      | No | Yes | No |  |  |  |  |
| 2025 S 2830 W      | No | Yes | No |  |  |  |  |
| 2025 S 3000 W      | No | Yes | No |  |  |  |  |
| 2025 S 3000 W      | No | Yes | No |  |  |  |  |
| 2050 South & 1230  | No | Yes | No |  |  |  |  |
| 2050 South & 1230  | No | Yes | No |  |  |  |  |
| 2055 S 1730 W      | No | Yes | No |  |  |  |  |
| 2055 S 1730 W      | No | Yes | No |  |  |  |  |
| 2060 S Craig Ln    | No | Yes | No |  |  |  |  |
| 2060 S Craig Ln    | No | Yes | No |  |  |  |  |
| 2075 S 2830 W      | No | Yes | No |  |  |  |  |
| 2075 S 2830 W      | No | Yes | No |  |  |  |  |
| 2075 S 2830 W      | No | Yes | No |  |  |  |  |
| 2075 S 2830 W      | No | Yes | No |  |  |  |  |
| 2100 S 1900 W      | No | Yes | No |  |  |  |  |
| 2100 S 1900 W      | No | Yes | No |  |  |  |  |
| 2100 S 2265 W      | No | Yes | No |  |  |  |  |
| 2100 S 2265 W      | No | Yes | No |  |  |  |  |

|                      |    |     |    |  |  |  |
|----------------------|----|-----|----|--|--|--|
| 2100 S 2500 W        | No | Yes | No |  |  |  |
| 2100 S 2500 W        | No | Yes | No |  |  |  |
| 2115 S 1730 W        | No | Yes | No |  |  |  |
| 2115 S 1730 W        | No | Yes | No |  |  |  |
| 2125 S 2830 W        | No | Yes | No |  |  |  |
| 2125 S 2830 W        | No | Yes | No |  |  |  |
| 2125 S 2830 W        | No | Yes | No |  |  |  |
| 2125 S 2830 W        | No | Yes | No |  |  |  |
| 2125 S 3000 W        | No | Yes | No |  |  |  |
| 2125 S 3000 W        | No | Yes | No |  |  |  |
| 2150 S 2200 W        | No | Yes | No |  |  |  |
| 2150 S 2200 W        | No | Yes | No |  |  |  |
| 2150 S 2325 W        | No | Yes | No |  |  |  |
| 2150 S 2325 W        | No | Yes | No |  |  |  |
| 2175 S 1230 W        | No | Yes | No |  |  |  |
| 2175 S 1230 W        | No | Yes | No |  |  |  |
| 2175 S 1475 W        | No | Yes | No |  |  |  |
| 2175 S 1475 W        | No | Yes | No |  |  |  |
| 2175 S 1475 W        | No | Yes | No |  |  |  |
| 2175 S 1520 W        | No | Yes | No |  |  |  |
| 2175 S 1520 W        | No | Yes | No |  |  |  |
| 2175 S 2830 W        | No | Yes | No |  |  |  |
| 2175 S 2830 W        | No | Yes | No |  |  |  |
| 2175 S 2830 W        | No | Yes | No |  |  |  |
| 2175 S 2830 W        | No | Yes | No |  |  |  |
| 2175 S 2830 W        | No | Yes | No |  |  |  |
| 2175 S 3000 W        | No | Yes | No |  |  |  |
| 2175 S Fremont Crest | No | Yes | No |  |  |  |
| 2175 S Fremont Crest | No | Yes | No |  |  |  |
| 2175 S Lake Mesa Dr  | No | Yes | No |  |  |  |
| 2175 S Lake Mesa Dr  | No | Yes | No |  |  |  |
| 2200 S 2050 W        | No | Yes | No |  |  |  |
| 2200 S 2200 W        | No | Yes | No |  |  |  |

|                 |    |     |    |  |  |  |  |
|-----------------|----|-----|----|--|--|--|--|
| 2200 S 2200 W   | No | Yes | No |  |  |  |  |
| 2225 S 2830 W   | No | Yes | No |  |  |  |  |
| 2225 S 2830 W   | No | Yes | No |  |  |  |  |
| 2225 S 2885 W   | No | Yes | No |  |  |  |  |
| 2225 S 2885 W   | No | Yes | No |  |  |  |  |
| 2265 W Craig Ln | No | Yes | No |  |  |  |  |
| 2265 W Craig Ln | No | Yes | No |  |  |  |  |
| 2265 W Craig Ln | No | Yes | No |  |  |  |  |
| 2265 W Craig Ln | No | Yes | No |  |  |  |  |
| 2275 S 1185 W   | No | Yes | No |  |  |  |  |
| 2275 S 1185 W   | No | Yes | No |  |  |  |  |
| 2275 S 1230 W   | No | Yes | No |  |  |  |  |
| 2275 S 1230 W   | No | Yes | No |  |  |  |  |
| 2275 S 1475 W   | No | Yes | No |  |  |  |  |
| 2275 S 1475 W   | No | Yes | No |  |  |  |  |
| 2300 S 2050 W   | No | Yes | No |  |  |  |  |
| 2300 S 2050 W   | No | Yes | No |  |  |  |  |
| 2300 S 2730 W   | No | Yes | No |  |  |  |  |
| 2300 S 2730 W   | No | Yes | No |  |  |  |  |
| 2300 S 2775 W   | No | Yes | No |  |  |  |  |
| 2300 S 2775 W   | No | Yes | No |  |  |  |  |
| 2300 S 2940 W   | No | Yes | No |  |  |  |  |
| 2300 S 2940 W   | No | Yes | No |  |  |  |  |
| 2300 S 3000 W   | No | Yes | No |  |  |  |  |
| 2300 S 3000 W   | No | Yes | No |  |  |  |  |
| 2325 S 1475 W   | No | Yes | No |  |  |  |  |
| 2325 S 1475 W   | No | Yes | No |  |  |  |  |
| 2330 S 2885 W   | No | Yes | No |  |  |  |  |
| 2330 S 2885 W   | No | Yes | No |  |  |  |  |
| 2350 S 1475 W   | No | Yes | No |  |  |  |  |
| 2350 S 1475 W   | No | Yes | No |  |  |  |  |
| 2375 S 1475 W   | No | Yes | No |  |  |  |  |
| 2375 S 1475 W   | No | Yes | No |  |  |  |  |

|                     |    |     |    |  |  |  |
|---------------------|----|-----|----|--|--|--|
| 2375 S Hansen       | No | Yes | No |  |  |  |
| 2375 S Hansen       | No | Yes | No |  |  |  |
| 2400 S 1800 W       | No | Yes | No |  |  |  |
| 2400 S 925 W        | No | Yes | No |  |  |  |
| 2400 S 925 W        | No | Yes | No |  |  |  |
| 2425 S 1475 W       | No | Yes | No |  |  |  |
| 2425 S 1475 W       | No | Yes | No |  |  |  |
| 2435 S 2830 W       | No | Yes | No |  |  |  |
| 2435 S 2830 W       | No | Yes | No |  |  |  |
| 2435 S 2885 W       | No | Yes | No |  |  |  |
| 2435 S 2885 W       | No | Yes | No |  |  |  |
| 2435 S 2940 W       | No | Yes | No |  |  |  |
| 2435 S 2940 W       | No | Yes | No |  |  |  |
| 2450 S 2050 W       | No | Yes | No |  |  |  |
| 2450 S 2050 W       | No | Yes | No |  |  |  |
| 2450 S Hansen       | No | Yes | No |  |  |  |
| 2450 S Hansen       | No | Yes | No |  |  |  |
| 2450 West 875 South | No | Yes | No |  |  |  |
| 2495 S 2940 W       | No | Yes | No |  |  |  |
| 2495 S 2940 W       | No | Yes | No |  |  |  |
| 2495 S 3000 W       | No | Yes | No |  |  |  |
| 2500 S 1100 W       | No | Yes | No |  |  |  |
| 2500 S 1100 W       | No | Yes | No |  |  |  |
| 2500 S 1150 W       | No | Yes | No |  |  |  |
| 2500 S 1150 W       | No | Yes | No |  |  |  |
| 2500 S 1200 W       | No | Yes | No |  |  |  |
| 2500 S 1200 W       | No | Yes | No |  |  |  |
| 2500 S 1225 W       | No | Yes | No |  |  |  |
| 2500 S 1225 W       | No | Yes | No |  |  |  |
| 2500 S 1300 W       | No | Yes | No |  |  |  |
| 2500 S 1300 W       | No | Yes | No |  |  |  |
| 2500 S 1375 W       | No | Yes | No |  |  |  |
| 2500 S 1375 W       | No | Yes | No |  |  |  |

|                       |    |     |    |  |  |  |  |
|-----------------------|----|-----|----|--|--|--|--|
| 2500 S 1375 W         | No | Yes | No |  |  |  |  |
| 2500 S 1375 W         | No | Yes | No |  |  |  |  |
| 2500 S 1520 W         | No | Yes | No |  |  |  |  |
| 2500 S 1520 W         | No | Yes | No |  |  |  |  |
| 2500 S 2000 W         | No | Yes | No |  |  |  |  |
| 2500 S 2000 W         | No | Yes | No |  |  |  |  |
| 2500 S 2050 W         | No | Yes | No |  |  |  |  |
| 2680 S Bluff Ridge Dr | No | Yes | No |  |  |  |  |
| 2680 S Bluff Ridge Dr | No | Yes | No |  |  |  |  |
| 2680 S Bluff Ridge Dr | No | Yes | No |  |  |  |  |
| 2680 S Bluff Ridge Dr | No | Yes | No |  |  |  |  |
| 2680 S Bluff Ridge Dr | No | Yes | No |  |  |  |  |
| 2680 S Bluff Ridge Dr | No | Yes | No |  |  |  |  |
| 2680 S Bluff Ridge Dr | No | Yes | No |  |  |  |  |
| 2700 S 2650 W         | No | Yes | No |  |  |  |  |
| 2700 S 2650 W         | No | Yes | No |  |  |  |  |
| 2700 S 2650 W         | No | Yes | No |  |  |  |  |
| 2700 S 2650 W         | No | Yes | No |  |  |  |  |
| 2700 S 2650W          | No | Yes | No |  |  |  |  |
| 2700 S 2675 W         | No | Yes | No |  |  |  |  |
| 2700 S 2675 W         | No | Yes | No |  |  |  |  |
| 2700 S Bluff Ridge Dr | No | Yes | No |  |  |  |  |
| 2700 S Bluff Ridge Dr | No | Yes | No |  |  |  |  |
| 2750 S 1550 W         | No | Yes | No |  |  |  |  |
| 2750 S 1550 W         | No | Yes | No |  |  |  |  |
| 2810 S 1550 W         | No | Yes | No |  |  |  |  |
| 2810 S 1550 W         | No | Yes | No |  |  |  |  |
| 2835 S 800 W          | No | Yes | No |  |  |  |  |
| 2835 S 800 W          | No | Yes | No |  |  |  |  |
| 2850 South & 1175     | No | Yes | No |  |  |  |  |
| 2850 South & 1175     | No | Yes | No |  |  |  |  |
| 2850 South & 1175     | No | Yes | No |  |  |  |  |
| 2850 South & 1175     | No | Yes | No |  |  |  |  |
| 2865 S 1550 W         | No | Yes | No |  |  |  |  |

|                   |    |     |    |  |  |  |
|-------------------|----|-----|----|--|--|--|
| 2865 S 1550 W     | No | Yes | No |  |  |  |
| 2890 S 1550 W     | No | Yes | No |  |  |  |
| 2890 S 1550 W     | No | Yes | No |  |  |  |
| 2920 S 1090 W     | No | Yes | No |  |  |  |
| 2920 S 1090 W     | No | Yes | No |  |  |  |
| 2920 S 1150 W     | No | Yes | No |  |  |  |
| 2920 S 1150 W     | No | Yes | No |  |  |  |
| 2920 S 1200 W     | No | Yes | No |  |  |  |
| 2920 S 1200 W     | No | Yes | No |  |  |  |
| 2920 S 1200 W     | No | Yes | No |  |  |  |
| 2920 S 1200 W     | No | Yes | No |  |  |  |
| 2920 S 1200 W     | No | Yes | No |  |  |  |
| 2920 S 1260 W     | No | Yes | No |  |  |  |
| 2920 S 1260 W     | No | Yes | No |  |  |  |
| 2920 S 1320 W     | No | Yes | No |  |  |  |
| 2920 S 1320 W     | No | Yes | No |  |  |  |
| 2920 S 1375 W     | No | Yes | No |  |  |  |
| 2920 S 1375 W     | No | Yes | No |  |  |  |
| 2920 S 1500 W     | No | Yes | No |  |  |  |
| 2920 S 1500 W     | No | Yes | No |  |  |  |
| 2920 S 800 W      | No | Yes | No |  |  |  |
| 2920 S 800 W      | No | Yes | No |  |  |  |
| 2925 S 1550 W     | No | Yes | No |  |  |  |
| 2925 S 1550 W     | No | Yes | No |  |  |  |
| 2975 South & 1375 | No | Yes | No |  |  |  |
| 2975 South & 1375 | No | Yes | No |  |  |  |
| 2985 S 950 W      | No | Yes | No |  |  |  |
| 3150 S 1250 W     | No | Yes | No |  |  |  |
| 3150 S 1250 W     | No | Yes | No |  |  |  |
| 3150 S 1275 W     | No | Yes | No |  |  |  |
| 3150 S 1275 W     | No | Yes | No |  |  |  |
| 3150 S 865 W      | No | Yes | No |  |  |  |
| 3150 S 865 W      | No | Yes | No |  |  |  |
| 3150 S 885 W      | No | Yes | No |  |  |  |

|                       |    |     |    |  |  |  |
|-----------------------|----|-----|----|--|--|--|
| 3150 S 885 W          | No | Yes | No |  |  |  |
| 3270 S Bluff Dr       | No | Yes | No |  |  |  |
| 3270 S Bluff Dr       | No | Yes | No |  |  |  |
| 3300 S 550 W          | No | Yes | No |  |  |  |
| 3300 S 550 W          | No | Yes | No |  |  |  |
| 3300 S 550 W          | No | Yes | No |  |  |  |
| 3300 S 550 W          | No | Yes | No |  |  |  |
| 3300 S 750 W          | No | Yes | No |  |  |  |
| 3300 S 750 W          | No | Yes | No |  |  |  |
| 3400 S 800 W          | No | Yes | No |  |  |  |
| 3400 S 800 W          | No | Yes | No |  |  |  |
| 3500 S 550 W          | No | Yes | No |  |  |  |
| 3500 S 550 W          | No | Yes | No |  |  |  |
| 3500 S 550 W          | No | Yes | No |  |  |  |
| 3525 W Princeville Dr | No | Yes | No |  |  |  |
| 3525 W Princeville Dr | No | Yes | No |  |  |  |
| 3560 W Princeville Dr | No | Yes | No |  |  |  |
| 3560 W Princeville Dr | No | Yes | No |  |  |  |
| 3600 W Brookshire Dr  | No | Yes | No |  |  |  |
| 3600 W Brookshire Dr  | No | Yes | No |  |  |  |
| 3650 W Inverness Dr   | No | Yes | No |  |  |  |
| 3650 W Inverness Dr   | No | Yes | No |  |  |  |
| 3650 W Troon Dr       | No | Yes | No |  |  |  |
| 3650 W Troon Dr       | No | Yes | No |  |  |  |
| 3820 W Augusta Dr     | No | Yes | No |  |  |  |
| 3820 W Augusta Dr     | No | Yes | No |  |  |  |
| 3850 W Formby Cir     | No | Yes | No |  |  |  |
| 3850 W Formby Cir     | No | Yes | No |  |  |  |
| 3850 W Formby Dr      | No | Yes | No |  |  |  |
| 3850 W Formby Dr      | No | Yes | No |  |  |  |
| 3850 W Prestwick Cir  | No | Yes | No |  |  |  |
| 3850 W Prestwick Cir  | No | Yes | No |  |  |  |

|                     |    |     |    |  |  |  |  |
|---------------------|----|-----|----|--|--|--|--|
| 3850 W Turnberry Dr | No | Yes | No |  |  |  |  |
| 3880 W Augusta Dr   | No | Yes | No |  |  |  |  |
| 3880 W Augusta Dr   | No | Yes | No |  |  |  |  |
| 3885 W Formby Dr    | No | Yes | No |  |  |  |  |
| 3885 W Formby Dr    | No | Yes | No |  |  |  |  |
| 3900 W Killarney Dr | No | Yes | No |  |  |  |  |
| 3900 W Killarney Dr | No | Yes | No |  |  |  |  |
| 3910 W Augusta Dr   | No | Yes | No |  |  |  |  |
| 3910 W Augusta Dr   | No | Yes | No |  |  |  |  |
| 3910 W Hammon Ln    | No | Yes | No |  |  |  |  |
| 3910 W Hammon Ln    | No | Yes | No |  |  |  |  |
| 3940 W Turnberry Dr | No | Yes | No |  |  |  |  |
| 4000 W Augusta Dr   | No | Yes | No |  |  |  |  |
| 4000 W Augusta Dr   | No | Yes | No |  |  |  |  |
| 4000 W Formby Dr    | No | Yes | No |  |  |  |  |
| 4000 W Formby Dr    | No | Yes | No |  |  |  |  |
| 700 S Killarney Dr  | No | Yes | No |  |  |  |  |
| 700 S Killarney Dr  | No | Yes | No |  |  |  |  |
| 750 S 2125 W        | No | Yes | No |  |  |  |  |
| 750 S 2125 W        | No | Yes | No |  |  |  |  |
| 775 S 4000 W        | No | Yes | No |  |  |  |  |
| 775 S 4000 W        | No | Yes | No |  |  |  |  |
| 775 S Killarney Dr  | No | Yes | No |  |  |  |  |
| 775 S Killarney Dr  | No | Yes | No |  |  |  |  |
| 780 W 2700 S        | No | Yes | No |  |  |  |  |
| 780 W 2700 S        | No | Yes | No |  |  |  |  |
| 800 S 3695 W        | No | Yes | No |  |  |  |  |
| 800 S 3695 W        | No | Yes | No |  |  |  |  |
| 800 S 3900 W        | No | Yes | No |  |  |  |  |
| 800 S 3900 W        | No | Yes | No |  |  |  |  |
| 810 W 2700 S        | No | Yes | No |  |  |  |  |
| 810 W 2700 S        | No | Yes | No |  |  |  |  |
| 850 S 2125 W        | No | Yes | No |  |  |  |  |

|                       |    |     |     |     |  |  |
|-----------------------|----|-----|-----|-----|--|--|
| 850 S 2125 W          | No | Yes | No  |     |  |  |
| 850 S 3695 W          | No | Yes | No  |     |  |  |
| 850 S 3695 W          | No | Yes | No  |     |  |  |
| 850 S 3695 W          | No | Yes | No  |     |  |  |
| 850 S 3695 W          | No | Yes | No  |     |  |  |
| 850 S Killarney Dr    | No | Yes | No  |     |  |  |
| 850 S Killarney Dr    | No | Yes | No  |     |  |  |
| 870 W 2700 S          | No | Yes | No  |     |  |  |
| 870 W 2700 S          | No | Yes | No  |     |  |  |
| 890 W 2700 S          | No | Yes | No  |     |  |  |
| 890 W 2700 S          | No | Yes | No  |     |  |  |
| 925 S 1480 W          | No | Yes | No  |     |  |  |
| 975 S 4000 W          | No | Yes | No  |     |  |  |
| 975 S 4000 W          | No | Yes | No  |     |  |  |
| 975 S Inverness Dr    | No | Yes | No  |     |  |  |
| 975 S Inverness Dr    | No | Yes | No  |     |  |  |
| 975 S Killarney Dr    | No | Yes | No  |     |  |  |
| 975 S Killarney Dr    | No | Yes | No  |     |  |  |
| 1175 S 1525 W         | No | Yes | Yes | Yes |  |  |
| 1175 S 1525 W         | No | Yes | Yes | Yes |  |  |
| 1235 S 3000 W         | No | Yes | Yes | Yes |  |  |
| 1235 S 3000 W         | No | Yes | Yes | Yes |  |  |
| 1350 South 1100 W     | No | Yes | Yes | Yes |  |  |
| 1525 S 3000 W         | No | Yes | Yes | Yes |  |  |
| 1525 S 3000 W         | No | Yes | Yes | Yes |  |  |
| 1525 W Dallas St      | No | Yes | Yes | Yes |  |  |
| 1525 W Dallas St      | No | Yes | Yes | Yes |  |  |
| 1525 W Dallas St      | No | Yes | Yes | Yes |  |  |
| 1525 W Dallas St      | No | Yes | Yes | Yes |  |  |
| 1540 South & Bluff    | No | Yes | Yes | Yes |  |  |
| 1540 South Bluff Road | No | Yes | Yes | Yes |  |  |
| 2175 S 2000 W         | No | Yes | Yes | Yes |  |  |
| 2175 S 2000 W         | No | Yes | Yes | Yes |  |  |

|                  |    |     |     |     |  |  |
|------------------|----|-----|-----|-----|--|--|
| 2175 S 2000 W    | No | Yes | Yes | Yes |  |  |
| 2175 S 2000 W    | No | Yes | Yes | Yes |  |  |
| 2250 S 2000 W    | No | Yes | Yes | Yes |  |  |
| 2250 S 2000 W    | No | Yes | Yes | Yes |  |  |
| 2280 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2280 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2365 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2365 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2380 S 550 W     | No | Yes | Yes | Yes |  |  |
| 2380 S 550 W     | No | Yes | Yes | Yes |  |  |
| 2400 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2400 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2400 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2400 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2500 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2500 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2550 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2550 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2550 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2550 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2610 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2610 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2660 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2660 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2700 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 2700 S Doral Dr  | No | Yes | Yes | Yes |  |  |
| 3000 W Tryall Dr | No | Yes | Yes | Yes |  |  |
| 3000 W Tryall Dr | No | Yes | Yes | Yes |  |  |
| 700 S 2925 W     | No | Yes | Yes | Yes |  |  |
| 900 S Banbury Dr | No | Yes | Yes | Yes |  |  |
| 900 S Banbury Dr | No | Yes | Yes | Yes |  |  |
| 925 S Banbury Dr | No | Yes | Yes | Yes |  |  |
| 925 S Banbury Dr | No | Yes | Yes | Yes |  |  |
| 925 S Banbury Dr | No | Yes | Yes | Yes |  |  |

|                       |    |     |     |     |  |  |
|-----------------------|----|-----|-----|-----|--|--|
| 925 S Banbury Dr      | No | Yes | Yes | Yes |  |  |
| 1000 W Bluff Rd       | No | Yes | Yes |     |  |  |
| 1025 S 2300 W         | No | Yes | Yes |     |  |  |
| 1025 S 2300 W         | No | Yes | Yes |     |  |  |
| 1100 S 2300 W         | No | Yes | Yes |     |  |  |
| 1100 S 2300 W         | No | Yes | Yes |     |  |  |
| 1105 S Shotley Bridge | No | Yes | Yes |     |  |  |
| 1105 S Shotley Bridge | No | Yes | Yes |     |  |  |
| 1125 S 1775 W         | No | Yes | Yes |     |  |  |
| 1125 S 1775 W         | No | Yes | Yes |     |  |  |
| 1125 S 1775 W         | No | Yes | Yes |     |  |  |
| 1125 S 1775 W         | No | Yes | Yes |     |  |  |
| 1125 S 1825 W         | No | Yes | Yes |     |  |  |
| 1125 S 1825 W         | No | Yes | Yes |     |  |  |
| 1125 S 1875 W         | No | Yes | Yes |     |  |  |
| 1125 S 1875 W         | No | Yes | Yes |     |  |  |
| 1125 S 1925 W         | No | Yes | Yes |     |  |  |
| 1125 S 1925 W         | No | Yes | Yes |     |  |  |
| 1150 S Shotley Bridge | No | Yes | Yes |     |  |  |
| 1150 S Shotley Bridge | No | Yes | Yes |     |  |  |
| 1175 S 1600 W         | No | Yes | Yes |     |  |  |
| 1175 S 1775 W         | No | Yes | Yes |     |  |  |
| 1175 S 1925 W         | No | Yes | Yes |     |  |  |
| 1175 S 1925 W         | No | Yes | Yes |     |  |  |
| 1175 S 1925 W         | No | Yes | Yes |     |  |  |
| 1175 S 1925 W         | No | Yes | Yes |     |  |  |
| 1175 W Carlton Way    | No | Yes | Yes |     |  |  |
| 1175 W Carlton Way    | No | Yes | Yes |     |  |  |
| 1185 S St Andrews Dr  | No | Yes | Yes |     |  |  |
| 1185 S St Andrews Dr  | No | Yes | Yes |     |  |  |
| 1200 S 3000 W         | No | Yes | Yes |     |  |  |
| 1200 S 3000 W         | No | Yes | Yes |     |  |  |
| 1200 S Shotley Bridge | No | Yes | Yes |     |  |  |

|                       |    |     |     |  |  |  |  |
|-----------------------|----|-----|-----|--|--|--|--|
| 1200 S Shotley Bridge | No | Yes | Yes |  |  |  |  |
| 1200 S St Andrews Dr  | No | Yes | Yes |  |  |  |  |
| 1200 S St Andrews Dr  | No | Yes | Yes |  |  |  |  |
| 1200 W Carlton Way    | No | Yes | Yes |  |  |  |  |
| 1200 W Carlton Way    | No | Yes | Yes |  |  |  |  |
| 1235 S 4050 W         | No | Yes | Yes |  |  |  |  |
| 1235 S 4050 W         | No | Yes | Yes |  |  |  |  |
| 1250 South 7350 West  | No | Yes | Yes |  |  |  |  |
| 1250 South 7350 West  | No | Yes | Yes |  |  |  |  |
| 1265 W Carlton Way    | No | Yes | Yes |  |  |  |  |
| 1265 W Carlton Way    | No | Yes | Yes |  |  |  |  |
| 1275 S 2200 W         | No | Yes | Yes |  |  |  |  |
| 1275 S 2200 W         | No | Yes | Yes |  |  |  |  |
| 1275 S 2200 W         | No | Yes | Yes |  |  |  |  |
| 1275 S 2200 W         | No | Yes | Yes |  |  |  |  |
| 1275 West 1875 South  | No | Yes | Yes |  |  |  |  |
| 1300 S Spyglass Hill  | No | Yes | Yes |  |  |  |  |
| 1300 S Spyglass Hill  | No | Yes | Yes |  |  |  |  |
| 1315 S 4050 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4050 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4050 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4125 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4125 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4185 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4185 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4185 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4185 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4225 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4225 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4225 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4225 W         | No | Yes | Yes |  |  |  |  |
| 1315 S 4290 W         | No | Yes | Yes |  |  |  |  |

|                      |    |     |     |  |  |  |
|----------------------|----|-----|-----|--|--|--|
| 1315 S 4290 W        | No | Yes | Yes |  |  |  |
| 1315 S 4300 W        | No | Yes | Yes |  |  |  |
| 1315 S 4300 W        | No | Yes | Yes |  |  |  |
| 1315 S 4300 W        | No | Yes | Yes |  |  |  |
| 1315 S 4300 W        | No | Yes | Yes |  |  |  |
| 1315 S 4350 W        | No | Yes | Yes |  |  |  |
| 1315 S 4350 W        | No | Yes | Yes |  |  |  |
| 1315 S 4350 W        | No | Yes | Yes |  |  |  |
| 1315 S 4465 W        | No | Yes | Yes |  |  |  |
| 1315 S 4465 W        | No | Yes | Yes |  |  |  |
| 1315 S 4465 W        | No | Yes | Yes |  |  |  |
| 1315 S 4465 W        | No | Yes | Yes |  |  |  |
| 1325 W Carlton Way   | No | Yes | Yes |  |  |  |
| 1325 W Carlton Way   | No | Yes | Yes |  |  |  |
| 1350 S 4465 W        | No | Yes | Yes |  |  |  |
| 1350 S 4465 W        | No | Yes | Yes |  |  |  |
| 1375 West 1875 South | No | Yes | Yes |  |  |  |
| 1425 S 4100 W        | No | Yes | Yes |  |  |  |
| 1425 S 4100 W        | No | Yes | Yes |  |  |  |
| 1425 S 4100 W        | No | Yes | Yes |  |  |  |
| 1425 S 4100 W        | No | Yes | Yes |  |  |  |
| 1425 S 4175 W        | No | Yes | Yes |  |  |  |
| 1425 S 4175 W        | No | Yes | Yes |  |  |  |
| 1425 S 4175 W        | No | Yes | Yes |  |  |  |
| 1425 S 4175 W        | No | Yes | Yes |  |  |  |
| 1425 S 4175 W        | No | Yes | Yes |  |  |  |
| 1425 S 4225 W        | No | Yes | Yes |  |  |  |
| 1425 S 4225 W        | No | Yes | Yes |  |  |  |
| 1425 S 4225 W        | No | Yes | Yes |  |  |  |
| 1425 S 4225 W        | No | Yes | Yes |  |  |  |
| 1425 S 4250 W        | No | Yes | Yes |  |  |  |
| 1425 S 4350 W        | No | Yes | Yes |  |  |  |
| 1540 South & 2750    | No | Yes | Yes |  |  |  |

|                   |    |     |     |  |  |  |  |
|-------------------|----|-----|-----|--|--|--|--|
| 1540 South & 2750 | No | Yes | Yes |  |  |  |  |
| 1575 W Dallas St  | No | Yes | Yes |  |  |  |  |
| 1575 W Dallas St  | No | Yes | Yes |  |  |  |  |
| 1600 S 2500 W     | No | Yes | Yes |  |  |  |  |
| 1600 W Dallas St  | No | Yes | Yes |  |  |  |  |
| 1600 W Dallas St  | No | Yes | Yes |  |  |  |  |
| 1650 W Dallas St  | No | Yes | Yes |  |  |  |  |
| 1650 W Dallas St  | No | Yes | Yes |  |  |  |  |
| 1660 W Cherry     | No | Yes | Yes |  |  |  |  |
| 1660 W Cherry     | No | Yes | Yes |  |  |  |  |
| 1693 W 2700 S     | No | Yes | Yes |  |  |  |  |
| 1693 W 2700 S     | No | Yes | Yes |  |  |  |  |
| 1693 W 2700 S     | No | Yes | Yes |  |  |  |  |
| 1693 W 2700 S     | No | Yes | Yes |  |  |  |  |
| 1693 W 2700 S     | No | Yes | Yes |  |  |  |  |
| 1693 W 2700 S     | No | Yes | Yes |  |  |  |  |
| 1693 W 2700 S     | No | Yes | Yes |  |  |  |  |
| 1693 W 2700 S     | No | Yes | Yes |  |  |  |  |
| 1693 W 2700 S     | No | Yes | Yes |  |  |  |  |
| 1700 W Dallas St  | No | Yes | Yes |  |  |  |  |
| 1700 W Dallas St  | No | Yes | Yes |  |  |  |  |
| 1775 S Doral Dr   | No | Yes | Yes |  |  |  |  |
| 1775 S Doral Dr   | No | Yes | Yes |  |  |  |  |
| 1806 S 2000 W     | No | Yes | Yes |  |  |  |  |
| 1806 S 2000 W     | No | Yes | Yes |  |  |  |  |
| 1830 S 2465 W     | No | Yes | Yes |  |  |  |  |
| 1830 S 2465 W     | No | Yes | Yes |  |  |  |  |
| 1840 S 3525 W     | No | Yes | Yes |  |  |  |  |
| 1840 S 3660 W     | No | Yes | Yes |  |  |  |  |
| 1840 S 3660 W     | No | Yes | Yes |  |  |  |  |
| 1840 S 3660 W     | No | Yes | Yes |  |  |  |  |
| 1840 S 3720 W     | No | Yes | Yes |  |  |  |  |
| 1840 S 3720 W     | No | Yes | Yes |  |  |  |  |
| 1840 S 830 W      | No | Yes | Yes |  |  |  |  |

|                       |    |     |     |  |  |  |
|-----------------------|----|-----|-----|--|--|--|
| 1840 S 830 W          | No | Yes | Yes |  |  |  |
| 1840 S 830 W          | No | Yes | Yes |  |  |  |
| 1840 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |
| 1840 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |
| 1840 S Doral Dr       | No | Yes | Yes |  |  |  |
| 1840 S Doral Dr       | No | Yes | Yes |  |  |  |
| 1840 S Doral Dr       | No | Yes | Yes |  |  |  |
| 1840 S Doral Dr       | No | Yes | Yes |  |  |  |
| 1850 S 3475 W         | No | Yes | Yes |  |  |  |
| 1850 S 3475 W         | No | Yes | Yes |  |  |  |
| 1850 S 3475 W         | No | Yes | Yes |  |  |  |
| 1850 S 3475 W         | No | Yes | Yes |  |  |  |
| 1850 S 3525 W         | No | Yes | Yes |  |  |  |
| 1850 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |
| 1850 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |
| 1900 S 2150 W         | No | Yes | Yes |  |  |  |
| 1900 S 2150 W         | No | Yes | Yes |  |  |  |
| 1900 S 2150 W         | No | Yes | Yes |  |  |  |
| 1900 S 2150 W         | No | Yes | Yes |  |  |  |
| 1900 S 2150 W         | No | Yes | Yes |  |  |  |
| 1900 S 2210 W         | No | Yes | Yes |  |  |  |
| 1900 S 2210 W         | No | Yes | Yes |  |  |  |
| 1900 S 2265 W         | No | Yes | Yes |  |  |  |
| 1900 S 2265 W         | No | Yes | Yes |  |  |  |
| 1900 S 2265 W         | No | Yes | Yes |  |  |  |
| 1900 S 2265 W         | No | Yes | Yes |  |  |  |
| 1900 S 2265 W         | No | Yes | Yes |  |  |  |
| 1900 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |
| 1900 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |
| 1920 S 910 W          | No | Yes | Yes |  |  |  |
| 1920 S 910 W          | No | Yes | Yes |  |  |  |
| 1920 W Trailside Dr   | No | Yes | Yes |  |  |  |
| 1920 W Trailside Dr   | No | Yes | Yes |  |  |  |
| 1925 S 3525 W         | No | Yes | Yes |  |  |  |
| 1925 S Doral Dr       | No | Yes | Yes |  |  |  |

|                       |    |     |     |  |  |  |
|-----------------------|----|-----|-----|--|--|--|
| 1925 S Doral Dr       | No | Yes | Yes |  |  |  |
| 1925 S Doral Dr       | No | Yes | Yes |  |  |  |
| 1950 S 1275 W         | No | Yes | Yes |  |  |  |
| 1950 S 1275 W         | No | Yes | Yes |  |  |  |
| 1950 S 1325 W         | No | Yes | Yes |  |  |  |
| 1950 S 1325 W         | No | Yes | Yes |  |  |  |
| 1950 S 1375 W         | No | Yes | Yes |  |  |  |
| 1950 S 1375 W         | No | Yes | Yes |  |  |  |
| 1950 S 1475 W         | No | Yes | Yes |  |  |  |
| 1950 S 1475 W         | No | Yes | Yes |  |  |  |
| 1950 S 1475 W         | No | Yes | Yes |  |  |  |
| 1950 S 1475 W         | No | Yes | Yes |  |  |  |
| 1950 S 1475 W         | No | Yes | Yes |  |  |  |
| 1950 S 1475 W         | No | Yes | Yes |  |  |  |
| 1950 S 1485 W         | No | Yes | Yes |  |  |  |
| 1950 S 1485 W         | No | Yes | Yes |  |  |  |
| 1950 S 585 W          | No | Yes | Yes |  |  |  |
| 1950 S 585 W          | No | Yes | Yes |  |  |  |
| 1950 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |
| 1950 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |
| 1975 S 1840 W         | No | Yes | Yes |  |  |  |
| 200 S 2125 W          | No | Yes | Yes |  |  |  |
| 2000 W Trailside Dr   | No | Yes | Yes |  |  |  |
| 2000 W Trailside Dr   | No | Yes | Yes |  |  |  |
| 2010 S 525 W          | No | Yes | Yes |  |  |  |
| 2010 S 525 W          | No | Yes | Yes |  |  |  |
| 2010 S 585 W          | No | Yes | Yes |  |  |  |
| 2010 S 585 W          | No | Yes | Yes |  |  |  |
| 2010 S 800 W          | No | Yes | Yes |  |  |  |
| 2010 S 800 W          | No | Yes | Yes |  |  |  |
| 2010 S 850 W          | No | Yes | Yes |  |  |  |
| 2010 S 850 W          | No | Yes | Yes |  |  |  |
| 2010 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |
| 2010 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |
| 2010 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |
| 2010 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |

|                       |    |     |     |  |  |  |  |
|-----------------------|----|-----|-----|--|--|--|--|
| 2050 S 1070 W         | No | Yes | Yes |  |  |  |  |
| 2050 S 1070 W         | No | Yes | Yes |  |  |  |  |
| 2050 S 1475 W         | No | Yes | Yes |  |  |  |  |
| 2050 S 1475 W         | No | Yes | Yes |  |  |  |  |
| 2075 South & Bluff    | No | Yes | Yes |  |  |  |  |
| 2075 South & Bluff    | No | Yes | Yes |  |  |  |  |
| 2150 S 1100 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 1100 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 1170 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 1170 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 1230 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 1230 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 1230 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 1300 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 1300 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 1350 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 1350 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 1475 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 1475 W         | No | Yes | Yes |  |  |  |  |
| 2150 S 550 W          | No | Yes | Yes |  |  |  |  |
| 2150 S 550 W          | No | Yes | Yes |  |  |  |  |
| 2150 S 550 W          | No | Yes | Yes |  |  |  |  |
| 2150 S 550 W          | No | Yes | Yes |  |  |  |  |
| 2150 S 635 W          | No | Yes | Yes |  |  |  |  |
| 2150 S 635 W          | No | Yes | Yes |  |  |  |  |
| 2150 S 700 W          | No | Yes | Yes |  |  |  |  |
| 2150 S 700 W          | No | Yes | Yes |  |  |  |  |
| 2150 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |  |
| 2150 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |  |
| 2150 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |  |
| 2150 S Bluff Ridge Dr | No | Yes | Yes |  |  |  |  |
| 2175 S 1185 W         | No | Yes | Yes |  |  |  |  |

|                      |    |     |     |  |  |  |
|----------------------|----|-----|-----|--|--|--|
| 2175 S 1185 W        | No | Yes | Yes |  |  |  |
| 2175 S 1660 W        | No | Yes | Yes |  |  |  |
| 2175 S 1660 W        | No | Yes | Yes |  |  |  |
| 2175 S 1730 W        | No | Yes | Yes |  |  |  |
| 2175 S 1730 W        | No | Yes | Yes |  |  |  |
| 2175 S 1800 W        | No | Yes | Yes |  |  |  |
| 2175 S 1800 W        | No | Yes | Yes |  |  |  |
| 2175 S 1800 W        | No | Yes | Yes |  |  |  |
| 2175 S 1840 W        | No | Yes | Yes |  |  |  |
| 2175 S 1840 W        | No | Yes | Yes |  |  |  |
| 2175 S 1900 W        | No | Yes | Yes |  |  |  |
| 2175 S 1900 W        | No | Yes | Yes |  |  |  |
| 2175 S 3000 W        | No | Yes | Yes |  |  |  |
| 2200 S 3585 W        | No | Yes | Yes |  |  |  |
| 2200 S 3585 W        | No | Yes | Yes |  |  |  |
| 2225 S Fremont Crest | No | Yes | Yes |  |  |  |
| 2225 S Fremont Crest | No | Yes | Yes |  |  |  |
| 2265 W 1950 S        | No | Yes | Yes |  |  |  |
| 2265 W 1950 S        | No | Yes | Yes |  |  |  |
| 2280 S 3300 W        | No | Yes | Yes |  |  |  |
| 2280 S 3300 W        | No | Yes | Yes |  |  |  |
| 2280 S 3400 W        | No | Yes | Yes |  |  |  |
| 2280 S 3400 W        | No | Yes | Yes |  |  |  |
| 2280 S 3450 W        | No | Yes | Yes |  |  |  |
| 2280 S 3450 W        | No | Yes | Yes |  |  |  |
| 2300 S 2635 W        | No | Yes | Yes |  |  |  |
| 2300 S 2635 W        | No | Yes | Yes |  |  |  |
| 2300 S 2635 W        | No | Yes | Yes |  |  |  |
| 2300 S 2635 W        | No | Yes | Yes |  |  |  |
| 2300 S 2685 W        | No | Yes | Yes |  |  |  |
| 2325 West 875 South  | No | Yes | Yes |  |  |  |

|                       |    |     |     |  |  |  |  |
|-----------------------|----|-----|-----|--|--|--|--|
| 2325 West 875 South   | No | Yes | Yes |  |  |  |  |
| 2350 S 1660 W         | No | Yes | Yes |  |  |  |  |
| 2350 S 1660 W         | No | Yes | Yes |  |  |  |  |
| 2350 South & 1520     | No | Yes | Yes |  |  |  |  |
| 2350 South & 1520     | No | Yes | Yes |  |  |  |  |
| 2350 South & 1520     | No | Yes | Yes |  |  |  |  |
| 2350 South & 1520     | No | Yes | Yes |  |  |  |  |
| 2380 South & 500 West | No | Yes | Yes |  |  |  |  |
| 2380 South & 500 West | No | Yes | Yes |  |  |  |  |
| 2400 S 3300 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3300 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3300 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3300 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3340 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3340 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3400 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3400 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3400 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3450 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3450 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3585 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3585 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 3585 W         | No | Yes | Yes |  |  |  |  |
| 2400 S 600 W          | No | Yes | Yes |  |  |  |  |
| 2400 S 600 W          | No | Yes | Yes |  |  |  |  |
| 2400 S 600 W          | No | Yes | Yes |  |  |  |  |
| 2400 S 600 W          | No | Yes | Yes |  |  |  |  |
| 2400 S 675 W          | No | Yes | Yes |  |  |  |  |
| 2400 S 675 W          | No | Yes | Yes |  |  |  |  |
| 2400 S 675 W          | No | Yes | Yes |  |  |  |  |
| 2400 S 800 W          | No | Yes | Yes |  |  |  |  |
| 2400 S 800 W          | No | Yes | Yes |  |  |  |  |

|                 |    |     |     |  |  |  |
|-----------------|----|-----|-----|--|--|--|
| 2400 S 800 W    | No | Yes | Yes |  |  |  |
| 2400 S 800 W    | No | Yes | Yes |  |  |  |
| 2400 S 825 W    | No | Yes | Yes |  |  |  |
| 2400 S 825 W    | No | Yes | Yes |  |  |  |
| 2465 W 1965 S   | No | Yes | Yes |  |  |  |
| 2465 W 1965 S   | No | Yes | Yes |  |  |  |
| 2465 W Craig Ln | No | Yes | Yes |  |  |  |
| 2465 W Craig Ln | No | Yes | Yes |  |  |  |
| 2500 S 1000 W   | No | Yes | Yes |  |  |  |
| 2500 S 1000 W   | No | Yes | Yes |  |  |  |
| 2500 S 1475 W   | No | Yes | Yes |  |  |  |
| 2500 S 1475 W   | No | Yes | Yes |  |  |  |
| 2500 S 1475 W   | No | Yes | Yes |  |  |  |
| 2500 S 1475 W   | No | Yes | Yes |  |  |  |
| 2500 S 1475 W   | No | Yes | Yes |  |  |  |
| 2500 W Craig Ln | No | Yes | Yes |  |  |  |
| 2500 W Craig Ln | No | Yes | Yes |  |  |  |
| 2590 W Craig Ln | No | Yes | Yes |  |  |  |
| 2590 W Craig Ln | No | Yes | Yes |  |  |  |
| 2600 S 1000 W   | No | Yes | Yes |  |  |  |
| 2600 S 1000 W   | No | Yes | Yes |  |  |  |
| 2700 S 1175 W   | No | Yes | Yes |  |  |  |
| 2700 S 1175 W   | No | Yes | Yes |  |  |  |
| 2700 S 1200 W   | No | Yes | Yes |  |  |  |
| 2700 S 1200 W   | No | Yes | Yes |  |  |  |
| 2700 S 1415 W   | No | Yes | Yes |  |  |  |
| 2700 S 1415 W   | No | Yes | Yes |  |  |  |
| 2700 S 1475 W   | No | Yes | Yes |  |  |  |
| 2700 S 1475 W   | No | Yes | Yes |  |  |  |
| 2700 S 1550 W   | No | Yes | Yes |  |  |  |
| 2700 S 1550 W   | No | Yes | Yes |  |  |  |
| 2700 S 1800 W   | No | Yes | Yes |  |  |  |
| 2700 S 1800 W   | No | Yes | Yes |  |  |  |
| 2700 S 2400 W   | No | Yes | Yes |  |  |  |

|                     |    |     |     |  |  |  |  |
|---------------------|----|-----|-----|--|--|--|--|
| 2700 S 2400 W       | No | Yes | Yes |  |  |  |  |
| 2700 S 2650 W       | No | Yes | Yes |  |  |  |  |
| 2700 S 575 W        | No | Yes | Yes |  |  |  |  |
| 2700 S 575 W        | No | Yes | Yes |  |  |  |  |
| 2700 S 800 W        | No | Yes | Yes |  |  |  |  |
| 2700 S 800 W        | No | Yes | Yes |  |  |  |  |
| 2700 S Allison Way  | No | Yes | Yes |  |  |  |  |
| 2700 S Allison Way  | No | Yes | Yes |  |  |  |  |
| 2800 S 1415 W       | No | Yes | Yes |  |  |  |  |
| 2800 S 1415 W       | No | Yes | Yes |  |  |  |  |
| 2800 S 800 W        | No | Yes | Yes |  |  |  |  |
| 2800 S 800 W        | No | Yes | Yes |  |  |  |  |
| 2810 S 580 W        | No | Yes | Yes |  |  |  |  |
| 2810 S 580 W        | No | Yes | Yes |  |  |  |  |
| 2810 S 580 W        | No | Yes | Yes |  |  |  |  |
| 2830 S Trailside Dr | No | Yes | Yes |  |  |  |  |
| 2830 S Trailside Dr | No | Yes | Yes |  |  |  |  |
| 2850 S 1415 W       | No | Yes | Yes |  |  |  |  |
| 2850 S 1415 W       | No | Yes | Yes |  |  |  |  |
| 2850 S 1415 W       | No | Yes | Yes |  |  |  |  |
| 2850 S 1475 W Cir   | No | Yes | Yes |  |  |  |  |
| 2850 S 1475 W Cir   | No | Yes | Yes |  |  |  |  |
| 2850 S 1500 W       | No | Yes | Yes |  |  |  |  |
| 2850 S 1500 W       | No | Yes | Yes |  |  |  |  |
| 2850 S Trailside Dr | No | Yes | Yes |  |  |  |  |
| 2850 S Trailside Dr | No | Yes | Yes |  |  |  |  |
| 2850 S Trailside Dr | No | Yes | Yes |  |  |  |  |
| 2850 S Trailside Dr | No | Yes | Yes |  |  |  |  |
| 2920 S 1000 W       | No | Yes | Yes |  |  |  |  |
| 2920 S 1000 W       | No | Yes | Yes |  |  |  |  |
| 2920 S 1000 W       | No | Yes | Yes |  |  |  |  |
| 2920 S 1000 W       | No | Yes | Yes |  |  |  |  |
| 2920 S 3700 W       | No | Yes | Yes |  |  |  |  |

|                      |    |     |     |  |  |  |
|----------------------|----|-----|-----|--|--|--|
| 2920 S 3700 W        | No | Yes | Yes |  |  |  |
| 2920 S 580 W         | No | Yes | Yes |  |  |  |
| 2920 S 580 W         | No | Yes | Yes |  |  |  |
| 2920 S 660 W         | No | Yes | Yes |  |  |  |
| 2920 S 660 W         | No | Yes | Yes |  |  |  |
| 2975 S 580 W         | No | Yes | Yes |  |  |  |
| 2975 S 580 W         | No | Yes | Yes |  |  |  |
| 2975 S 660 W         | No | Yes | Yes |  |  |  |
| 2975 S 660 W         | No | Yes | Yes |  |  |  |
| 2975 S 660 W         | No | Yes | Yes |  |  |  |
| 2975 S 660 W         | No | Yes | Yes |  |  |  |
| 3100 S 560 W         | No | Yes | Yes |  |  |  |
| 3100 S 560 W         | No | Yes | Yes |  |  |  |
| 3100 S 600 W         | No | Yes | Yes |  |  |  |
| 3100 S 600 W         | No | Yes | Yes |  |  |  |
| 3150 S 1075 W        | No | Yes | Yes |  |  |  |
| 3150 S 1075 W        | No | Yes | Yes |  |  |  |
| 3150 S 1115 W        | No | Yes | Yes |  |  |  |
| 3150 S 1115 W        | No | Yes | Yes |  |  |  |
| 3150 S 1175 W        | No | Yes | Yes |  |  |  |
| 3150 S 1175 W        | No | Yes | Yes |  |  |  |
| 3150 S 575 W         | No | Yes | Yes |  |  |  |
| 3150 S 575 W         | No | Yes | Yes |  |  |  |
| 3150 S 600 W         | No | Yes | Yes |  |  |  |
| 3150 S 600 W         | No | Yes | Yes |  |  |  |
| 3150 S 660 W         | No | Yes | Yes |  |  |  |
| 3150 S 660 W         | No | Yes | Yes |  |  |  |
| 3150 W Harrogate Rd  | No | Yes | Yes |  |  |  |
| 3150 W Harrogate Rd  | No | Yes | Yes |  |  |  |
| 3155 W St Andrews Dr | No | Yes | Yes |  |  |  |
| 3155 W St Andrews Dr | No | Yes | Yes |  |  |  |
| 3215 W St Andrews Dr | No | Yes | Yes |  |  |  |

|                       |    |     |     |  |  |  |
|-----------------------|----|-----|-----|--|--|--|
| 3215 W St Andrews Dr  | No | Yes | Yes |  |  |  |
| 3230 West 2700 South  | No | Yes | Yes |  |  |  |
| 3230 West 2700 South  | No | Yes | Yes |  |  |  |
| 3300 W New Castle Cir | No | Yes | Yes |  |  |  |
| 3300 W New Castle Cir | No | Yes | Yes |  |  |  |
| 3375 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3375 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3375 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3375 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3425 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3425 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3430 W Princeville Dr | No | Yes | Yes |  |  |  |
| 3430 W Princeville Dr | No | Yes | Yes |  |  |  |
| 3465 W Jupiter Hills  | No | Yes | Yes |  |  |  |
| 3465 W Jupiter Hills  | No | Yes | Yes |  |  |  |
| 3475 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3475 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3475 W Brookshire Dr  | No | Yes | Yes |  |  |  |
| 3475 W Brookshire Dr  | No | Yes | Yes |  |  |  |
| 3475 W Princeville Dr | No | Yes | Yes |  |  |  |
| 3475 W Princeville Dr | No | Yes | Yes |  |  |  |
| 3500 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3500 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3525 W Brookshire Dr  | No | Yes | Yes |  |  |  |
| 3525 W Brookshire Dr  | No | Yes | Yes |  |  |  |
| 3550 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3550 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3580 W Brookshire Dr  | No | Yes | Yes |  |  |  |
| 3580 W Brookshire Dr  | No | Yes | Yes |  |  |  |
| 3580 W Brookshire Dr  | No | Yes | Yes |  |  |  |
| 3580 W Brookshire Dr  | No | Yes | Yes |  |  |  |
| 3600 W Augusta Dr     | No | Yes | Yes |  |  |  |
| 3600 W Augusta Dr     | No | Yes | Yes |  |  |  |

|                       |     |     |     |  |     |     |
|-----------------------|-----|-----|-----|--|-----|-----|
| 3650 W Augusta Dr     | No  | Yes | Yes |  |     |     |
| 3650 W Augusta Dr     | No  | Yes | Yes |  |     |     |
| 4000 W Hammon Ln      | No  | Yes | Yes |  |     |     |
| 4000 W Hammon Ln      | No  | Yes | Yes |  |     |     |
| 4000 W Hammon Ln      | No  | Yes | Yes |  |     |     |
| 4000 W Hammon Ln      | No  | Yes | Yes |  |     |     |
| 580 W Wasatch Way     | No  | Yes | Yes |  |     |     |
| 580 W Wasatch Way     | No  | Yes | Yes |  |     |     |
| 580 W Wasatch Way     | No  | Yes | Yes |  |     |     |
| 580 W Wasatch Way     | No  | Yes | Yes |  |     |     |
| 660 W Wasatch Way     | No  | Yes | Yes |  |     |     |
| 660 W Wasatch Way     | No  | Yes | Yes |  |     |     |
| 700 S 2125 W          | No  | Yes | Yes |  |     |     |
| 700 S 2200 W          | No  | Yes | Yes |  |     |     |
| 700 S 2200 W          | No  | Yes | Yes |  |     |     |
| 700 S 2325 W          | No  | Yes | Yes |  |     |     |
| 700 S 2325 W          | No  | Yes | Yes |  |     |     |
| 775 S 1875 W          | No  | Yes | Yes |  |     |     |
| 775 S 1875 W          | No  | Yes | Yes |  |     |     |
| 800 S 3695 W          | No  | Yes | Yes |  |     |     |
| 830 West & 2075 South | No  | Yes | Yes |  |     |     |
| 830 West & 2075 South | No  | Yes | Yes |  |     |     |
| 830 West & 2150 South | No  | Yes | Yes |  |     |     |
| 875 South 2200 West   | No  | Yes | Yes |  |     |     |
| 875 South 2200 West   | No  | Yes | Yes |  |     |     |
| 975 S St Andrews Dr   | No  | Yes | Yes |  |     |     |
| 975 S St Andrews Dr   | No  | Yes | Yes |  |     |     |
| Brookshire Drive &    | No  | Yes | Yes |  |     |     |
| Brookshire Drive &    | No  | Yes | Yes |  |     |     |
| Jupiter Hills Dr &    | No  | Yes | Yes |  |     |     |
| Jupiter Hills Dr &    | No  | Yes | Yes |  |     |     |
| 1230 West & 2000      | Yes | Yes | Yes |  | N/A | N/A |
| 1230 West & 2000      | Yes | Yes | Yes |  | N/A | N/A |
| 1230 West & 2000      | Yes | Yes | Yes |  | N/A | N/A |

|                      |     |     |     |  |     |     |
|----------------------|-----|-----|-----|--|-----|-----|
| 1230 West & 2000     | Yes | Yes | Yes |  | N/A | N/A |
| 2000 South & 1100    | Yes | Yes | Yes |  | N/A | N/A |
| 2000 South & 1100    | Yes | Yes | Yes |  | N/A | N/A |
| 2350 South & Allison | Yes | Yes | Yes |  | N/A | N/A |
| 2350 South & Allison | Yes | Yes | Yes |  | N/A | N/A |
| 2350 South & Allison | Yes | Yes | Yes |  | N/A | N/A |
| 1275 S 2300 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1275 S 2300 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1275 S 2375 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1275 S 2375 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1300 S 2375 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1300 S 2375 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1300 S 2450 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1300 S 2450 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1425 S 2200 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1425 S 2200 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1425 S 2300 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1425 S 2300 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1425 S 2375 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1425 S 2375 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1425 S 2450 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1425 S 2450 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1425 S 2450 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1425 S 2450 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1500 S 2200 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1500 S 2450 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1500 S 2450 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1900 S 2000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1900 S 2000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1900 S 2000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S 2325 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S 2325 W        | Yes | Yes | Yes |  | N/A | N/A |

|                      |     |     |     |  |     |     |
|----------------------|-----|-----|-----|--|-----|-----|
| 2200 S 2325 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S 2325 W        | Yes | Yes | Yes |  | N/A | N/A |
| 925 S 1600 W         | Yes | Yes | Yes |  | N/A | N/A |
| 925 S 1600 W         | Yes | Yes | Yes |  | N/A | N/A |
| 1000 W Carlton Way   | Yes | Yes | Yes |  | N/A | N/A |
| 1000 W Carlton Way   | Yes | Yes | Yes |  | N/A | N/A |
| 1000 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1000 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1000 W Yamada Ct     | Yes | Yes | Yes |  | N/A | N/A |
| 1000 W Yamada Ct     | Yes | Yes | Yes |  | N/A | N/A |
| 1025 S 2500 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1025 S 2500 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1050 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1050 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1100 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1100 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1100 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1100 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1100 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1150 S & 4050 W      | Yes | Yes | Yes |  | N/A | N/A |
| 1150 S & 4050 W      | Yes | Yes | Yes |  | N/A | N/A |
| 1150 South 2750 West | Yes | Yes | Yes |  | N/A | N/A |
| 1150 South 2750 West | Yes | Yes | Yes |  | N/A | N/A |
| 1150 South 2875 West | Yes | Yes | Yes |  | N/A | N/A |
| 1150 South 2875 West | Yes | Yes | Yes |  | N/A | N/A |
| 1175 S 2500 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1175 S 2500 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1200 S & 4000 W      | Yes | Yes | Yes |  | N/A | N/A |
| 1200 S & 4000 W      | Yes | Yes | Yes |  | N/A | N/A |
| 1200 S 2500 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1200 S 2500 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1200 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1200 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1225 S David St      | Yes | Yes | Yes |  | N/A | N/A |

|                      |     |     |     |  |     |     |
|----------------------|-----|-----|-----|--|-----|-----|
| 1225 S David St      | Yes | Yes | Yes |  | N/A | N/A |
| 1250 W Dallas St     | Yes | Yes | Yes |  | N/A | N/A |
| 1250 W Dallas St     | Yes | Yes | Yes |  | N/A | N/A |
| 1250 W Melanie Ln    | Yes | Yes | Yes |  | N/A | N/A |
| 1250 W Melanie Ln    | Yes | Yes | Yes |  | N/A | N/A |
| 1250 W Melanie Ln    | Yes | Yes | Yes |  | N/A | N/A |
| 1250 W Melanie Ln    | Yes | Yes | Yes |  | N/A | N/A |
| 1250 W Melanie Ln    | Yes | Yes | Yes |  | N/A | N/A |
| 1250 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1250 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1250 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1250 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1250 W Tivoli Way    | Yes | Yes | Yes |  | N/A | N/A |
| 1275 S 2100 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1275 S 2100 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1290 S 1000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1290 S 1000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1290 S 1025 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1290 S 1025 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1290 S 1100 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1290 S 1100 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1290 S 1100 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1290 S 1250 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1290 S 1250 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1300 S 2500 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1300 S 2500 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1300 W Melanie Ln    | Yes | Yes | Yes |  | N/A | N/A |
| 1300 W Melanie Ln    | Yes | Yes | Yes |  | N/A | N/A |
| 1325 S David St      | Yes | Yes | Yes |  | N/A | N/A |
| 1325 S David St      | Yes | Yes | Yes |  | N/A | N/A |
| 1325 W Silver Hollow | Yes | Yes | Yes |  | N/A | N/A |
| 1325 W Silver Hollow | Yes | Yes | Yes |  | N/A | N/A |
| 1350 S Marilyn Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1350 S Marilyn Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1350 S Melanie Ln    | Yes | Yes | Yes |  | N/A | N/A |

|                      |     |     |     |  |     |     |
|----------------------|-----|-----|-----|--|-----|-----|
| 1350 S Melanie Ln    | Yes | Yes | Yes |  | N/A | N/A |
| 1350 South & 1100    | Yes | Yes | Yes |  | N/A | N/A |
| 1350 South & 1100    | Yes | Yes | Yes |  | N/A | N/A |
| 1350 W Melanie Ln    | Yes | Yes | Yes |  | N/A | N/A |
| 1350 W Melanie Ln    | Yes | Yes | Yes |  | N/A | N/A |
| 1375 S Banbury Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1375 S Banbury Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1375 S Banbury Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1375 S Banbury Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1375 S David St      | Yes | Yes | Yes |  | N/A | N/A |
| 1375 S David St      | Yes | Yes | Yes |  | N/A | N/A |
| 1375 W Silver Hollow | Yes | Yes | Yes |  | N/A | N/A |
| 1375 W Silver Hollow | Yes | Yes | Yes |  | N/A | N/A |
| 1390 S Banbury Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1390 S Banbury Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1390 S Banbury Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1390 S Banbury Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1400 S Banbury Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1400 S Banbury Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1425 S 2500 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1425 S 2500 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1425 South 2200 West | Yes | Yes | Yes |  | N/A | N/A |
| 1425 W Valerie Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1425 W Valerie Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1450 S Marilyn Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1450 S Marilyn Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 1450 W Carlton Way   | Yes | Yes | Yes |  | N/A | N/A |
| 1450 W Carlton Way   | Yes | Yes | Yes |  | N/A | N/A |
| 1475 S 1000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1475 S 1000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1475 S 1025 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1475 S 1025 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1475 S 1100 W        | Yes | Yes | Yes |  | N/A | N/A |

|                       |     |     |     |  |     |     |
|-----------------------|-----|-----|-----|--|-----|-----|
| 1475 S 1100 W         | Yes | Yes | Yes |  | N/A | N/A |
| 1500 S 2500 W         | Yes | Yes | Yes |  | N/A | N/A |
| 1500 S 2500 W         | Yes | Yes | Yes |  | N/A | N/A |
| 1500 S Banbury Dr     | Yes | Yes | Yes |  | N/A | N/A |
| 1500 S Banbury Dr     | Yes | Yes | Yes |  | N/A | N/A |
| 1500 S Banbury Dr     | Yes | Yes | Yes |  | N/A | N/A |
| 1500 S Banbury Dr     | Yes | Yes | Yes |  | N/A | N/A |
| 1500 S Banbury Dr     | Yes | Yes | Yes |  | N/A | N/A |
| 1500 South 2450 West  | Yes | Yes | Yes |  | N/A | N/A |
| 1500 W Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 1500 W Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 1525 West 500 South   | Yes | Yes | Yes |  | N/A | N/A |
| 1525 West 500 South   | Yes | Yes | Yes |  | N/A | N/A |
| 1525 West 550 South   | Yes | Yes | Yes |  | N/A | N/A |
| 1525 West 550 South   | Yes | Yes | Yes |  | N/A | N/A |
| 1525 West 600 South   | Yes | Yes | Yes |  | N/A | N/A |
| 1525 West 600 South   | Yes | Yes | Yes |  | N/A | N/A |
| 1550 S Doral Dr       | Yes | Yes | Yes |  | N/A | N/A |
| 1550 S Doral Dr       | Yes | Yes | Yes |  | N/A | N/A |
| 1550 West & 300 South | Yes | Yes | Yes |  | N/A | N/A |
| 1550 West & 300 South | Yes | Yes | Yes |  | N/A | N/A |
| 1550 West & 300 South | Yes | Yes | Yes |  | N/A | N/A |
| 1550 West & 400 South | Yes | Yes | Yes |  | N/A | N/A |
| 1550 West & 400 South | Yes | Yes | Yes |  | N/A | N/A |
| 1550 West & 450 South | Yes | Yes | Yes |  | N/A | N/A |
| 1550 West & 450 South | Yes | Yes | Yes |  | N/A | N/A |
| 1550 West & 500 South | Yes | Yes | Yes |  | N/A | N/A |
| 1550 West & 500 South | Yes | Yes | Yes |  | N/A | N/A |
| 1575 S 1250 W         | Yes | Yes | Yes |  | N/A | N/A |
| 1575 S 1250 W         | Yes | Yes | Yes |  | N/A | N/A |
| 1580 West & Barber    | Yes | Yes | Yes |  | N/A | N/A |
| 1580 West & Barber    | Yes | Yes | Yes |  | N/A | N/A |
| 1600 S 2500 W         | Yes | Yes | Yes |  | N/A | N/A |

|                     |     |     |     |  |     |     |
|---------------------|-----|-----|-----|--|-----|-----|
| 1600 West 870 South | Yes | Yes | Yes |  | N/A | N/A |
| 1600 West 870 South | Yes | Yes | Yes |  | N/A | N/A |
| 1600 West Heritage  | Yes | Yes | Yes |  | N/A | N/A |
| 1600 West Heritage  | Yes | Yes | Yes |  | N/A | N/A |
| 1615 S Marilyn Dr   | Yes | Yes | Yes |  | N/A | N/A |
| 1615 S Marilyn Dr   | Yes | Yes | Yes |  | N/A | N/A |
| 1625 S 1250 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1625 S 1250 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1625 S 1250 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1625 s 1250 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1635 S Marilyn Dr   | Yes | Yes | Yes |  | N/A | N/A |
| 1635 S Marilyn Dr   | Yes | Yes | Yes |  | N/A | N/A |
| 1740 W Dallas St    | Yes | Yes | Yes |  | N/A | N/A |
| 1740 W Dallas St    | Yes | Yes | Yes |  | N/A | N/A |
| 1740 W Dallas St    | Yes | Yes | Yes |  | N/A | N/A |
| 1740 W Dallas St    | Yes | Yes | Yes |  | N/A | N/A |
| 1800 W Camino Blvd  | Yes | Yes | Yes |  | N/A | N/A |
| 1800 W Camino Blvd  | Yes | Yes | Yes |  | N/A | N/A |
| 1800 W Camino Blvd  | Yes | Yes | Yes |  | N/A | N/A |
| 1825 S Heritage Ln  | Yes | Yes | Yes |  | N/A | N/A |
| 1825 S Heritage Ln  | Yes | Yes | Yes |  | N/A | N/A |
| 1850 S 3300 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1850 S 3300 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1850 S 3385 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1850 S 3385 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1850 S 3400 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1850 S 3400 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1875 S 1100 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1875 S 1100 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1875 S 1200 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1875 S 1200 W       | Yes | Yes | Yes |  | N/A | N/A |
| 1875 W Camino Blvd  | Yes | Yes | Yes |  | N/A | N/A |

|                      |     |     |     |  |     |     |
|----------------------|-----|-----|-----|--|-----|-----|
| 1875 W Camino Blvd   | Yes | Yes | Yes |  | N/A | N/A |
| 1915 S Heritage Ln   | Yes | Yes | Yes |  | N/A | N/A |
| 1915 S Heritage Ln   | Yes | Yes | Yes |  | N/A | N/A |
| 1915 S Heritage Ln   | Yes | Yes | Yes |  | N/A | N/A |
| 1915 S Heritage Ln   | Yes | Yes | Yes |  | N/A | N/A |
| 1920 S 1000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1920 S 1000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1950 S 3300 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1950 S 3300 W        | Yes | Yes | Yes |  | N/A | N/A |
| 1950 S Allison Way   | Yes | Yes | Yes |  | N/A | N/A |
| 1950 S Allison Way   | Yes | Yes | Yes |  | N/A | N/A |
| 1950 S Allison Way   | Yes | Yes | Yes |  | N/A | N/A |
| 1950 S Allison Way   | Yes | Yes | Yes |  | N/A | N/A |
| 2000 S 1475 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2000 S 1475 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2000 S 1475 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2000 S 1475 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2000 W Park Dr       | Yes | Yes | Yes |  | N/A | N/A |
| 2000 W Park Dr       | Yes | Yes | Yes |  | N/A | N/A |
| 2000 West & Gentile  | Yes | Yes | Yes |  | N/A | N/A |
| 2000 West & Mulberry | Yes | Yes | Yes |  | N/A | N/A |
| 2000 West & Mulberry | Yes | Yes | Yes |  | N/A | N/A |
| 2010 S 1000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2010 S 1000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2010 S 500 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2010 S 500 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2050 S 1000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2050 S 1000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2050 S 3300 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2050 S 3300 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2050 S 3400 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2050 S 3400 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2050 South & Droal   | Yes | Yes | Yes |  | N/A | N/A |

|                      |     |     |     |  |     |     |
|----------------------|-----|-----|-----|--|-----|-----|
| 2050 South & Droal   | Yes | Yes | Yes |  | N/A | N/A |
| 2050 South & Droal   | Yes | Yes | Yes |  | N/A | N/A |
| 2050 South & Droal   | Yes | Yes | Yes |  | N/A | N/A |
| 2050 W Bluff Rd      | Yes | Yes | Yes |  | N/A | N/A |
| 2050 W Bluff Rd      | Yes | Yes | Yes |  | N/A | N/A |
| 2075 South 1000 West | Yes | Yes | Yes |  | N/A | N/A |
| 2075 South 1000 West | Yes | Yes | Yes |  | N/A | N/A |
| 2100 S Bluff Rd      | Yes | Yes | Yes |  | N/A | N/A |
| 2100 S Bluff Rd      | Yes | Yes | Yes |  | N/A | N/A |
| 2125 S Allison Way   | Yes | Yes | Yes |  | N/A | N/A |
| 2125 S Allison Way   | Yes | Yes | Yes |  | N/A | N/A |
| 2125 S Allison Way   | Yes | Yes | Yes |  | N/A | N/A |
| 2125 S Allison Way   | Yes | Yes | Yes |  | N/A | N/A |
| 2150 S 500 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2150 S 500 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2170 South & Droal   | Yes | Yes | Yes |  | N/A | N/A |
| 2170 South & Droal   | Yes | Yes | Yes |  | N/A | N/A |
| 2175 S Allison Way   | Yes | Yes | Yes |  | N/A | N/A |
| 2175 S Allison Way   | Yes | Yes | Yes |  | N/A | N/A |
| 2175 S Allison Way   | Yes | Yes | Yes |  | N/A | N/A |
| 2175 S Allison Way   | Yes | Yes | Yes |  | N/A | N/A |
| 2175 S Bluff Rd      | Yes | Yes | Yes |  | N/A | N/A |
| 2175 S Bluff Rd      | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S 3300 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S 3300 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S 3300 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S 3300 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S 3400 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S 3400 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S 3400 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S Bluff Rd      | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S Bluff Rd      | Yes | Yes | Yes |  | N/A | N/A |

|                      |     |     |     |  |     |     |
|----------------------|-----|-----|-----|--|-----|-----|
| 2200 S Doral Dr      | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S Doral Dr      | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S Doral Dr      | Yes | Yes | Yes |  | N/A | N/A |
| 2200 S Doral Dr      | Yes | Yes | Yes |  | N/A | N/A |
| 2200 W & 2175 S      | Yes | Yes | Yes |  | N/A | N/A |
| 2200 W & 2175 S      | Yes | Yes | Yes |  | N/A | N/A |
| 2200 W & 2175 S      | Yes | Yes | Yes |  | N/A | N/A |
| 2200 W & 2175 S      | Yes | Yes | Yes |  | N/A | N/A |
| 2225 South & 1000    | Yes | Yes | Yes |  | N/A | N/A |
| 2225 South & 1000    | Yes | Yes | Yes |  | N/A | N/A |
| 2225 South & Bluff   | Yes | Yes | Yes |  | N/A | N/A |
| 2225 South & Bluff   | Yes | Yes | Yes |  | N/A | N/A |
| 2225 South & Bluff   | Yes | Yes | Yes |  | N/A | N/A |
| 2225 South & Bluff   | Yes | Yes | Yes |  | N/A | N/A |
| 2250 S 1800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2250 S 1800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2250 S 1950 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2250 S 1950 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2300 S & Bluff Ridge | Yes | Yes | Yes |  | N/A | N/A |
| 2300 S & Bluff Ridge | Yes | Yes | Yes |  | N/A | N/A |
| 2300 S & Bluff Ridge | Yes | Yes | Yes |  | N/A | N/A |
| 2300 S & Bluff Ridge | Yes | Yes | Yes |  | N/A | N/A |
| 2325 W & 2175 S      | Yes | Yes | Yes |  | N/A | N/A |
| 2325 W & 2175 S      | Yes | Yes | Yes |  | N/A | N/A |
| 2325 W & 2175 S      | Yes | Yes | Yes |  | N/A | N/A |
| 2325 W & 2175 S      | Yes | Yes | Yes |  | N/A | N/A |
| 2350 S 1800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2350 S 1800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2350 S 1950 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2350 S 1950 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2350 South & Allison | Yes | Yes | Yes |  | N/A | N/A |
| 2400 S & Bluff Ridge | Yes | Yes | Yes |  | N/A | N/A |
| 2400 S & Bluff Ridge | Yes | Yes | Yes |  | N/A | N/A |

|                       |     |     |     |  |     |     |
|-----------------------|-----|-----|-----|--|-----|-----|
| 2400 S & Bluff Ridge  | Yes | Yes | Yes |  | N/A | N/A |
| 2400 S & Bluff Ridge  | Yes | Yes | Yes |  | N/A | N/A |
| 2400 S 1950 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2400 S 1950 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2400 S 1950 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2400 S 1950 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2400 S 2000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2400 S 2000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2450 S Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 2450 S Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 2475 S 1660 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2475 S 1660 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2475 S 1800 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2475 S 1800 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2475 S 1800 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2475 S 1800 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2475 S 1800 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2500 S Allison Way    | Yes | Yes | Yes |  | N/A | N/A |
| 2500 S Allison Way    | Yes | Yes | Yes |  | N/A | N/A |
| 2500 W 1700 S         | Yes | Yes | Yes |  | N/A | N/A |
| 2500 W 1700 S         | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S 1660 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S 1660 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S 1800 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S 1800 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S 1800 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S 1800 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S 825 W          | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S 825 W          | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S 900 W          | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S 900 W          | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S Bluff Ridge Dr | Yes | Yes | Yes |  | N/A | N/A |

|                       |     |     |     |  |     |     |
|-----------------------|-----|-----|-----|--|-----|-----|
| 2525 S Bluff Ridge Dr | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S Bluff Ridge Dr | Yes | Yes | Yes |  | N/A | N/A |
| 2525 S Bluff Ridge Dr | Yes | Yes | Yes |  | N/A | N/A |
| 2525 South & 500 West | Yes | Yes | Yes |  | N/A | N/A |
| 2575 S Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 2575 S Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 2640 S 1800 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2640 S 1800 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 2000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 2000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 2000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S 2000 W         | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 2700 S Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 2700 West & 1325      | Yes | Yes | Yes |  | N/A | N/A |
| 2700 West & 1325      | Yes | Yes | Yes |  | N/A | N/A |
| 2750 West & 1200      | Yes | Yes | Yes |  | N/A | N/A |
| 2750 West & 1200      | Yes | Yes | Yes |  | N/A | N/A |
| 2800 S 1000 W         | Yes | Yes | Yes |  | N/A | N/A |

|                      |     |     |     |  |     |     |
|----------------------|-----|-----|-----|--|-----|-----|
| 2800 S 1000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2800 West & 1200     | Yes | Yes | Yes |  | N/A | N/A |
| 2800 West & 1200     | Yes | Yes | Yes |  | N/A | N/A |
| 2800 West & 1325     | Yes | Yes | Yes |  | N/A | N/A |
| 2800 West & 1325     | Yes | Yes | Yes |  | N/A | N/A |
| 2925 West 1075 South | Yes | Yes | Yes |  | N/A | N/A |
| 2925 West 1075 South | Yes | Yes | Yes |  | N/A | N/A |
| 2925 West 1150 South | Yes | Yes | Yes |  | N/A | N/A |
| 2925 West 1150 South | Yes | Yes | Yes |  | N/A | N/A |
| 2925 West 1200 South | Yes | Yes | Yes |  | N/A | N/A |
| 2925 West 1200 South | Yes | Yes | Yes |  | N/A | N/A |
| 2975 S 1765 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2975 S 1765 W        | Yes | Yes | Yes |  | N/A | N/A |
| 2975 S Trailside Dr  | Yes | Yes | Yes |  | N/A | N/A |
| 2975 S Trailside Dr  | Yes | Yes | Yes |  | N/A | N/A |
| 3000 S 1900 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3000 S 1900 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3000 S 2000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3000 S 2000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3000 S Trailside Dr  | Yes | Yes | Yes |  | N/A | N/A |
| 3000 S Trailside Dr  | Yes | Yes | Yes |  | N/A | N/A |
| 3000 W & 700 S       | Yes | Yes | Yes |  | N/A | N/A |
| 3000 W & 700 S       | Yes | Yes | Yes |  | N/A | N/A |
| 3000 W & 700 S       | Yes | Yes | Yes |  | N/A | N/A |
| 3000 W & 700 S       | Yes | Yes | Yes |  | N/A | N/A |
| 3000 W & 700 S       | Yes | Yes | Yes |  | N/A | N/A |
| 3000 W & 700 S       | Yes | Yes | Yes |  | N/A | N/A |
| 3000 W & 700 S       | Yes | Yes | Yes |  | N/A | N/A |
| 3000 W & 700 S       | Yes | Yes | Yes |  | N/A | N/A |
| 3000 W & 700 S       | Yes | Yes | Yes |  | N/A | N/A |
| 3000 W & 700 S       | Yes | Yes | Yes |  | N/A | N/A |
| 3000 W & 700 S       | Yes | Yes | Yes |  | N/A | N/A |
| 3000 W & 700 S       | Yes | Yes | Yes |  | N/A | N/A |
| 3000 West & Steed    | Yes | Yes | Yes |  | N/A | N/A |
| 3000 West & Steed    | Yes | Yes | Yes |  | N/A | N/A |
| 3025 S 1765 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3025 S 1765 W        | Yes | Yes | Yes |  | N/A | N/A |

|                     |     |     |     |  |     |     |
|---------------------|-----|-----|-----|--|-----|-----|
| 3025 S Trailside Dr | Yes | Yes | Yes |  | N/A | N/A |
| 3025 S Trailside Dr | Yes | Yes | Yes |  | N/A | N/A |
| 3050 S 1000 W       | Yes | Yes | Yes |  | N/A | N/A |
| 3050 S 1000 W       | Yes | Yes | Yes |  | N/A | N/A |
| 3050 S 800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3050 S 800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3050 S 950 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3050 S 950 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3050 West & Steed   | Yes | Yes | Yes |  | N/A | N/A |
| 3050 West & Steed   | Yes | Yes | Yes |  | N/A | N/A |
| 3090 West & Steed   | Yes | Yes | Yes |  | N/A | N/A |
| 3090 West & Steed   | Yes | Yes | Yes |  | N/A | N/A |
| 3150 S 1000 W       | Yes | Yes | Yes |  | N/A | N/A |
| 3150 S 1000 W       | Yes | Yes | Yes |  | N/A | N/A |
| 3150 S 800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3150 S 800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3150 S 800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3150 S 800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3150 S 800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3150 S Bluff Rd     | Yes | Yes | Yes |  | N/A | N/A |
| 3150 S Bluff Rd     | Yes | Yes | Yes |  | N/A | N/A |
| 3175 West 700 South | Yes | Yes | Yes |  | N/A | N/A |
| 3175 West 700 South | Yes | Yes | Yes |  | N/A | N/A |
| 3175 West 875 South | Yes | Yes | Yes |  | N/A | N/A |
| 3175 West 875 South | Yes | Yes | Yes |  | N/A | N/A |
| 3260 S Bluff Rd     | Yes | Yes | Yes |  | N/A | N/A |
| 3260 S Bluff Rd     | Yes | Yes | Yes |  | N/A | N/A |
| 3275 West 600 South | Yes | Yes | Yes |  | N/A | N/A |
| 3275 West 600 South | Yes | Yes | Yes |  | N/A | N/A |
| 3300 S 1000 W       | Yes | Yes | Yes |  | N/A | N/A |
| 3300 S 1000 W       | Yes | Yes | Yes |  | N/A | N/A |
| 3300 S 800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3300 S 800 W        | Yes | Yes | Yes |  | N/A | N/A |
| 3300 S 800 W        | Yes | Yes | Yes |  | N/A | N/A |

|                       |     |     |     |  |     |     |
|-----------------------|-----|-----|-----|--|-----|-----|
| 3300 S 800 W          | Yes | Yes | Yes |  | N/A | N/A |
| 3300 S 865 W          | Yes | Yes | Yes |  | N/A | N/A |
| 3300 S 865 W          | Yes | Yes | Yes |  | N/A | N/A |
| 3300 S 930 W          | Yes | Yes | Yes |  | N/A | N/A |
| 3300 S 930 W          | Yes | Yes | Yes |  | N/A | N/A |
| 3300 S 930 W          | Yes | Yes | Yes |  | N/A | N/A |
| 3300 S 930 W          | Yes | Yes | Yes |  | N/A | N/A |
| 3300 West & Thurgood  | Yes | Yes | Yes |  | N/A | N/A |
| 3300 West & Thurgood  | Yes | Yes | Yes |  | N/A | N/A |
| 3300 West 600 South   | Yes | Yes | Yes |  | N/A | N/A |
| 3300 West 600 South   | Yes | Yes | Yes |  | N/A | N/A |
| 3300 West 625 South   | Yes | Yes | Yes |  | N/A | N/A |
| 3300 West 625 South   | Yes | Yes | Yes |  | N/A | N/A |
| 3300 West 700 South   | Yes | Yes | Yes |  | N/A | N/A |
| 3300 West 700 South   | Yes | Yes | Yes |  | N/A | N/A |
| 3345 S Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 3345 S Bluff Rd       | Yes | Yes | Yes |  | N/A | N/A |
| 3350 West & Thurgood  | Yes | Yes | Yes |  | N/A | N/A |
| 3350 West & Thurgood  | Yes | Yes | Yes |  | N/A | N/A |
| 3350 West & Thurgood  | Yes | Yes | Yes |  | N/A | N/A |
| 3350 West & Thurgood  | Yes | Yes | Yes |  | N/A | N/A |
| 3350 West 625 South   | Yes | Yes | Yes |  | N/A | N/A |
| 3350 West 625 South   | Yes | Yes | Yes |  | N/A | N/A |
| 3375 W Spyglass Hill  | Yes | Yes | Yes |  | N/A | N/A |
| 3475 West 1975 South  | Yes | Yes | Yes |  | N/A | N/A |
| 3475 West 1975 South  | Yes | Yes | Yes |  | N/A | N/A |
| 350 South 1000 West   | Yes | Yes | Yes |  | N/A | N/A |
| 350 South 1000 West   | Yes | Yes | Yes |  | N/A | N/A |
| 3500 S Bayview Dr     | Yes | Yes | Yes |  | N/A | N/A |
| 3500 S Bayview Dr     | Yes | Yes | Yes |  | N/A | N/A |
| 3500 S Clearwater Way | Yes | Yes | Yes |  | N/A | N/A |
| 3500 S Clearwater Way | Yes | Yes | Yes |  | N/A | N/A |
| 3500 S Creek Side Ln  | Yes | Yes | Yes |  | N/A | N/A |

|                       |     |     |     |  |     |     |
|-----------------------|-----|-----|-----|--|-----|-----|
| 3500 S Creek Side Ln  | Yes | Yes | Yes |  | N/A | N/A |
| 3500 S Water Lily Ln  | Yes | Yes | Yes |  | N/A | N/A |
| 3500 S Water Lily Ln  | Yes | Yes | Yes |  | N/A | N/A |
| 3525 W St Andrews Dr  | Yes | Yes | Yes |  | N/A | N/A |
| 3525 W St Andrews Dr  | Yes | Yes | Yes |  | N/A | N/A |
| 3525 West 800 South   | Yes | Yes | Yes |  | N/A | N/A |
| 3600 W Princeville Dr | Yes | Yes | Yes |  | N/A | N/A |
| 3600 W Princeville Dr | Yes | Yes | Yes |  | N/A | N/A |
| 3675 S Bridgeview Ln  | Yes | Yes | Yes |  | N/A | N/A |
| 3675 S Bridgeview Ln  | Yes | Yes | Yes |  | N/A | N/A |
| 3675 S Clearwater Way | Yes | Yes | Yes |  | N/A | N/A |
| 3675 S Clearwater Way | Yes | Yes | Yes |  | N/A | N/A |
| 3675 S Water Lily Ln  | Yes | Yes | Yes |  | N/A | N/A |
| 3675 S Water Lily Ln  | Yes | Yes | Yes |  | N/A | N/A |
| 4050 W & 1200 S       | Yes | Yes | Yes |  | N/A | N/A |
| 4050 W & 1200 S       | Yes | Yes | Yes |  | N/A | N/A |
| 4050 W & 1200 S       | Yes | Yes | Yes |  | N/A | N/A |
| 4050 W & 1200 S       | Yes | Yes | Yes |  | N/A | N/A |
| 435 South 3000 West   | Yes | Yes | Yes |  | N/A | N/A |
| 435 South 3000 West   | Yes | Yes | Yes |  | N/A | N/A |
| 450 South 1000 West   | Yes | Yes | Yes |  | N/A | N/A |
| 450 South 1000 West   | Yes | Yes | Yes |  | N/A | N/A |
| 450 South 1350 West   | Yes | Yes | Yes |  | N/A | N/A |
| 450 South 1350 West   | Yes | Yes | Yes |  | N/A | N/A |
| 500 South 1350 West   | Yes | Yes | Yes |  | N/A | N/A |
| 500 South 1350 West   | Yes | Yes | Yes |  | N/A | N/A |
| 500 South 1400 West   | Yes | Yes | Yes |  | N/A | N/A |
| 500 South 1400 West   | Yes | Yes | Yes |  | N/A | N/A |
| 550 South 1400 West   | Yes | Yes | Yes |  | N/A | N/A |
| 550 South 1400 West   | Yes | Yes | Yes |  | N/A | N/A |
| 600 South 1400 West   | Yes | Yes | Yes |  | N/A | N/A |
| 600 South 1400 West   | Yes | Yes | Yes |  | N/A | N/A |
| 600 South 1400 West   | Yes | Yes | Yes |  | N/A | N/A |

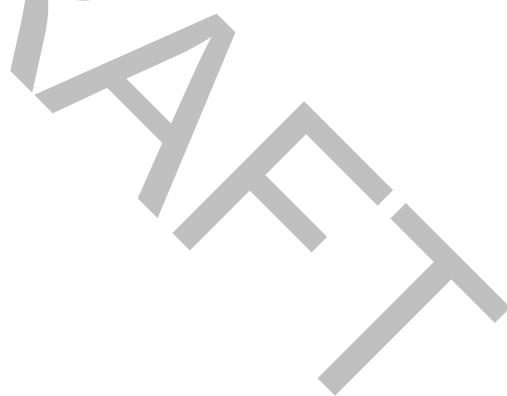
|                     |     |     |     |  |     |     |
|---------------------|-----|-----|-----|--|-----|-----|
| 600 South 1400 West | Yes | Yes | Yes |  | N/A | N/A |
| 650 S 1525 W        | Yes | Yes | Yes |  | N/A | N/A |
| 650 S 1525 W        | Yes | Yes | Yes |  | N/A | N/A |
| 650 S 1525 W        | Yes | Yes | Yes |  | N/A | N/A |
| 650 S 1525 W        | Yes | Yes | Yes |  | N/A | N/A |
| 650 South 1400 West | Yes | Yes | Yes |  | N/A | N/A |
| 650 South 1400 West | Yes | Yes | Yes |  | N/A | N/A |
| 650 South 1400 West | Yes | Yes | Yes |  | N/A | N/A |
| 650 South 1400 West | Yes | Yes | Yes |  | N/A | N/A |
| 665 S 2000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 665 S 2000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S & St Andrews  | Yes | Yes | Yes |  | N/A | N/A |
| 700 S & St Andrews  | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 1400 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 1400 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 1525 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 1525 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 1525 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 1525 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 1525 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 1825 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 1825 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 1825 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 1825 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 1825 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 2500 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 2500 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S 2925 W        | Yes | Yes | Yes |  | N/A | N/A |
| 700 S Banbury Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 700 S Banbury Dr    | Yes | Yes | Yes |  | N/A | N/A |
| 725 South 3100 West | Yes | Yes | Yes |  | N/A | N/A |
| 725 South 3100 West | Yes | Yes | Yes |  | N/A | N/A |
| 725 South 3175 West | Yes | Yes | Yes |  | N/A | N/A |

|                       |     |     |     |  |     |     |
|-----------------------|-----|-----|-----|--|-----|-----|
| 725 South 3175 West   | Yes | Yes | Yes |  | N/A | N/A |
| 775 S 1825 W          | Yes | Yes | Yes |  | N/A | N/A |
| 775 S 1825 W          | Yes | Yes | Yes |  | N/A | N/A |
| 775 S 1875 W          | Yes | Yes | Yes |  | N/A | N/A |
| 775 S 1875 W          | Yes | Yes | Yes |  | N/A | N/A |
| 780 S 2500 W          | Yes | Yes | Yes |  | N/A | N/A |
| 780 S 2500 W          | Yes | Yes | Yes |  | N/A | N/A |
| 800 S 3525 W          | Yes | Yes | Yes |  | N/A | N/A |
| 800 S 3525 W          | Yes | Yes | Yes |  | N/A | N/A |
| 800 South & Steed     | Yes | Yes | Yes |  | N/A | N/A |
| 800 South & Steed     | Yes | Yes | Yes |  | N/A | N/A |
| 800 South 3175 West   | Yes | Yes | Yes |  | N/A | N/A |
| 800 South 3175 West   | Yes | Yes | Yes |  | N/A | N/A |
| 800 South 3225 West   | Yes | Yes | Yes |  | N/A | N/A |
| 800 South 3225 West   | Yes | Yes | Yes |  | N/A | N/A |
| 875 South & 3000 West | Yes | Yes | Yes |  | N/A | N/A |
| 875 South & 3000 West | Yes | Yes | Yes |  | N/A | N/A |
| 875 South & Steed Dri | Yes | Yes | Yes |  | N/A | N/A |
| 875 South & Steed Dri | Yes | Yes | Yes |  | N/A | N/A |
| 875 South 3050 West   | Yes | Yes | Yes |  | N/A | N/A |
| 875 South 3050 West   | Yes | Yes | Yes |  | N/A | N/A |
| 875 South 3050 West   | Yes | Yes | Yes |  | N/A | N/A |
| 875 South 3100 West   | Yes | Yes | Yes |  | N/A | N/A |
| 875 South 3100 West   | Yes | Yes | Yes |  | N/A | N/A |
| 975 S & 4000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 975 S & 4000 W        | Yes | Yes | Yes |  | N/A | N/A |
| 975 S & 4050 W        | Yes | Yes | Yes |  | N/A | N/A |
| 975 S & 4050 W        | Yes | Yes | Yes |  | N/A | N/A |
| 975 S & 4050 W        | Yes | Yes | Yes |  | N/A | N/A |
| 975 S & 4090 W        | Yes | Yes | Yes |  | N/A | N/A |
| 975 S & 4090 W        | Yes | Yes | Yes |  | N/A | N/A |

|                       |     |     |     |  |     |     |
|-----------------------|-----|-----|-----|--|-----|-----|
| 975 South & Steed     | Yes | Yes | Yes |  | N/A | N/A |
| 975 South & Steed     | Yes | Yes | Yes |  | N/A | N/A |
| Alder Lane & Parkview | Yes | Yes | Yes |  | N/A | N/A |
| Alder Lane & Parkview | Yes | Yes | Yes |  | N/A | N/A |
| Allison & Barber Lane | Yes | Yes | Yes |  | N/A | N/A |
| Allison & Barber Lane | Yes | Yes | Yes |  | N/A | N/A |
| Ash Drive & Poplar    | Yes | Yes | Yes |  | N/A | N/A |
| Ash Drive & Poplar    | Yes | Yes | Yes |  | N/A | N/A |
| Bighorn Ln & Buffalo  | Yes | Yes | Yes |  | N/A | N/A |
| Bighorn Ln & Buffalo  | Yes | Yes | Yes |  | N/A | N/A |
| Birch Lane & Mulberry | Yes | Yes | Yes |  | N/A | N/A |
| Birch Lane & Mulberry | Yes | Yes | Yes |  | N/A | N/A |
| Bluff Road & RC       | Yes | Yes | Yes |  | N/A | N/A |
| Bluff Road & RC       | Yes | Yes | Yes |  | N/A | N/A |
| Carters Way & Doral   | Yes | Yes | Yes |  | N/A | N/A |
| Carters Way & Doral   | Yes | Yes | Yes |  | N/A | N/A |
| Craig Lane & Jackson  | Yes | Yes | Yes |  | N/A | N/A |
| Craig Lane & Jackson  | Yes | Yes | Yes |  | N/A | N/A |
| Dallas & Marilyn Dr   | Yes | Yes | Yes |  | N/A | N/A |
| Dallas & Marilyn Dr   | Yes | Yes | Yes |  | N/A | N/A |
| Dallas & Marilyn Dr   | Yes | Yes | Yes |  | N/A | N/A |
| Dallas & Marilyn Dr   | Yes | Yes | Yes |  | N/A | N/A |
| Frarry Rd & Homestead | Yes | Yes | Yes |  | N/A | N/A |
| Frarry Rd & Homestead | Yes | Yes | Yes |  | N/A | N/A |
| Gentile Street &      | Yes | Yes | Yes |  | N/A | N/A |
| Gentile Street &      | Yes | Yes | Yes |  | N/A | N/A |
| Gentile Street &      | Yes | Yes | Yes |  | N/A | N/A |
| Gentile Street &      | Yes | Yes | Yes |  | N/A | N/A |
| Gentile Street & Wren | Yes | Yes | Yes |  | N/A | N/A |
| Gentile Street & Wren | Yes | Yes | Yes |  | N/A | N/A |
| Kite Street & Beacon  | Yes | Yes | Yes |  | N/A | N/A |
| Kite Street & Beacon  | Yes | Yes | Yes |  | N/A | N/A |
| Laurel Lane &         | Yes | Yes | Yes |  | N/A | N/A |

|                      |     |     |     |  |     |     |
|----------------------|-----|-----|-----|--|-----|-----|
| Laurel Lane &        | Yes | Yes | Yes |  | N/A | N/A |
| Linden Way &         | Yes | Yes | Yes |  | N/A | N/A |
| Linden Way &         | Yes | Yes | Yes |  | N/A | N/A |
| Marilyn & Ann        | Yes | Yes | Yes |  | N/A | N/A |
| Marilyn & Ann        | Yes | Yes | Yes |  | N/A | N/A |
| Noble Pine Drive &   | Yes | Yes | Yes |  | N/A | N/A |
| Noble Pine Drive &   | Yes | Yes | Yes |  | N/A | N/A |
| Parkview Drive &     | Yes | Yes | Yes |  | N/A | N/A |
| Parkview Drive &     | Yes | Yes | Yes |  | N/A | N/A |
| Plum Road &          | Yes | Yes | Yes |  | N/A | N/A |
| Plum Road &          | Yes | Yes | Yes |  | N/A | N/A |
| Poplar Lane &        | Yes | Yes | Yes |  | N/A | N/A |
| Poplar Lane &        | Yes | Yes | Yes |  | N/A | N/A |
| Red Maple Drive &    | Yes | Yes | Yes |  | N/A | N/A |
| Red Maple Drive &    | Yes | Yes | Yes |  | N/A | N/A |
| Rock Creek           | Yes | Yes | Yes |  | N/A | N/A |
| Rock Creek           | Yes | Yes | Yes |  | N/A | N/A |
| Rock Creek           | Yes | Yes | Yes |  | N/A | N/A |
| Rock Creek           | Yes | Yes | Yes |  | N/A | N/A |
| Silver Hollow Road & | Yes | Yes | Yes |  | N/A | N/A |
| Silver Hollow Road & | Yes | Yes | Yes |  | N/A | N/A |
| Silver Hollow Road & | Yes | Yes | Yes |  | N/A | N/A |
| Silver Hollow Road & | Yes | Yes | Yes |  | N/A | N/A |
| Silver Hollow Road & | Yes | Yes | Yes |  | N/A | N/A |
| Silver Hollow Road & | Yes | Yes | Yes |  | N/A | N/A |
| Silver Hollow Road & | Yes | Yes | Yes |  | N/A | N/A |
| Silver Hollow Road & | Yes | Yes | Yes |  | N/A | N/A |
| Still Water Drive &  | Yes | Yes | Yes |  | N/A | N/A |
| Still Water Drive &  | Yes | Yes | Yes |  | N/A | N/A |
| Still Water Drive &  | Yes | Yes | Yes |  | N/A | N/A |
| Still Water Drive &  | Yes | Yes | Yes |  | N/A | N/A |
| Thurgood Lane & 600  | Yes | Yes | Yes |  | N/A | N/A |

|                      |     |     |     |  |     |     |
|----------------------|-----|-----|-----|--|-----|-----|
| Thurgood Lane & 600  | Yes | Yes | Yes |  | N/A | N/A |
| Thurgood Lane & 600  | Yes | Yes | Yes |  | N/A | N/A |
| Thurgood Lane & 600  | Yes | Yes | Yes |  | N/A | N/A |
| Thurgood Lane & 700  | Yes | Yes | Yes |  | N/A | N/A |
| Thurgood Lane & 700  | Yes | Yes | Yes |  | N/A | N/A |
| Water Front Drive &  | Yes | Yes | Yes |  | N/A | N/A |
| Water Front Drive &  | Yes | Yes | Yes |  | N/A | N/A |
| Water Lilly Lane &   | Yes | Yes | Yes |  | N/A | N/A |
| Water Lilly Lane &   | Yes | Yes | Yes |  | N/A | N/A |
| Water Lilly Lane &   | Yes | Yes | Yes |  | N/A | N/A |
| Water Lilly Lane &   | Yes | Yes | Yes |  | N/A | N/A |
| Water Lilly Lane &   | Yes | Yes | Yes |  | N/A | N/A |
| Water Lilly Lane &   | Yes | Yes | Yes |  | N/A | N/A |
| Water Lilly Lane &   | Yes | Yes | Yes |  | N/A | N/A |
| Water Lilly Lane &   | Yes | Yes | Yes |  | N/A | N/A |
| Wren Street & Beacon | Yes | Yes | Yes |  | N/A | N/A |
| Wren Street & Beacon | Yes | Yes | Yes |  | N/A | N/A |





# CITY COUNCIL WORK SESSION

December 10, 2019

## **Agenda Item "k"**

## **Rewrite of Syracuse Alcohol Code**

### ***Factual Summation***

The City's alcohol code has not been substantially revised since 2011. In the meantime, the State's alcoholic beverage code has changed every year since and has provisions that are significantly different from the City's codes. It is recommended that we update our code to keep up with current state law. Rather than amending existing codes, it is also recommended that we repeal and replace the old code with the updated one.

As a starting point for the repeal and replace process, there are a number of policy decisions that need to be addressed prior to drafting the code. Other policy decisions will invariably arise as the process moves forward. We anticipate that this will take many months to complete. As there is no particular rush or applicant, we can take our time.

### ***Discussion Goals***

The following items outline the goals of this discussion:

1. Gain policy direction from the Council on certain critical decision points.
2. Have sufficient feedback from the Council to begin drafting the new code.

### ***Policy Discussion***

There is a plethora of policy decisions to be made. I hope to prioritize them for your consideration, and to provide some information on the subject.

## Basic Background Information – Beer v. Liquor



*Beer Brewery*

All alcoholic beverages contain ethanol, the principal intoxicating compound which is produced through a fermentation, brewing or distillation process. However, the distinction between two different categories of alcohol – beer, and liquor (which may be referred to as heavy beer, liquor or wine) - is important to Utah's alcohol regulations. “Beer” may be called

many things: beer, light beer, ale,

porter, stout, lager, malt, or malted beverage. The most important distinction in Utah's law is that it has at least .5% alcohol by volume, but not more than 5% by volume or 4% by weight.<sup>1</sup> This type of alcoholic beverage is less-intoxicating, and thus, subject to fewer restrictions under state code. Liquor, which for our discussion purposes includes any beverage that contains more than 4% weighted alcohol (and includes wine, heavy beer, spirits, and flavored malt beverages), leads to intoxication more quickly, and is thus more heavily regulated.



*Liquor Distillery*

## Pre-Emption

The State has pre-empted the City in many aspects of alcohol law. For instance, there are specific hours during which alcohol may be served at a bar; cities are not free to extend that time. And there are restrictions related to clothing that must be worn at alcohol establishments.<sup>2</sup> State code provides:

- (1) If this title expressly addresses an issue related to alcoholic product control in this state, a local authority may not regulate in relation to that issue except when a local authority is expressly granted regulatory authority to regulate the issue by this title.
- (2) If this title does not expressly address an issue related to alcoholic product control, a local authority may regulate that issue if the regulation:
  - (a) Is of the sale, offer for sale, furnishing, or consumption of an alcoholic product; and
  - (b) Does not conflict with this title.<sup>3</sup>

<sup>1</sup> As a reference, alcohol measured by weight is 80% of the number when it is measured by volume. It is the same alcohol content.

<sup>2</sup> See [UCA § 32B-1-504](#).

<sup>3</sup> *Id.* § 32B-1-204.

In other words, if the state has occupied a specific field with regulations, we cannot occupy that same space with different requirements, unless they invite us to do so.

#### Major Point of Policy Direction - Local Consent

Local consents remain the chief manner in which cities control alcohol in their jurisdictions. If a particular type of alcohol establishment is not wanted in the community, then the State will not license it there.<sup>4</sup>

Our code has some outdated references to old alcohol license categories. The following table lists the current categories of licenses and permits issued by the State, along with Syracuse's comparable category. It also indicates whether the City has given consent for those establishments to be opened in our community. Proximity requirements for most uses are found in state code and would be applied to individual applicants; this list would only indicate that the City is generally alright with the particular use to be located in the City.

| State Code Licensees                       | Comparable section in SMC        | Allowed? |
|--------------------------------------------|----------------------------------|----------|
| <b>Banquet/Catering</b>                    | None                             | ?        |
| <b>Bar: Dining, equity, fraternal, bar</b> | Private club liquor              | No       |
| <b>Beer Recreational</b>                   | On premise beer retailer/ rest.? | Yes      |
| <b>Hotel License</b>                       | None                             | ?        |
| <b>Off-Premise beer</b>                    | Off-premises beer retailer       | Yes      |
| <b>Package Agency</b>                      | Package agency                   | No       |
| <b>Reception Center</b>                    | None                             | ?        |
| <b>Restaurant: Beer-only</b>               | On-premise beer retailer/ rest.  | Yes      |
| <b>Restaurant: Limited-service</b>         | Restaurant Liquor                | Yes      |
| <b>Restaurant: Full-service</b>            | Restaurant Liquor                | Yes      |
| <b>Tavern</b>                              | On-premise beer retailer/ tavern | No       |
| <b>Beer wholesaler</b>                     | Beer Wholesaler                  | Yes      |
| <b>Liquor Warehouse</b>                    | Liquor warehouse                 | No       |
| <b>Manufacturing</b>                       | Manufacturing                    | No       |
| <hr/>                                      |                                  |          |
| State Code Permits                         |                                  |          |
| <b>Single Event</b>                        | Single Event                     | Yes      |
| <b>Temporary Beer</b>                      | Single Event                     | Yes      |
| <b>Special Use</b>                         | None                             | ?        |

State licenses not listed: Airport Lounge, Resort

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<sup>4</sup> This is accomplished by requiring all licensees to present local consent for their particular license. *See e.g.* UCA § 32B-2-202, 32B-2-602, 32B-5-201, 32B-6-604, 32B-6-705, 32B-7-402, 32-8b-204, 32B-9-201, 32B-10-202, 32B-11-203, 32B-12-202. It has been referred to as local "veto power" by the Utah Supreme Court. *Boulder Mt. Lodge v. Town of Boulder*, 1999 UT 67, ¶ 16, 983 P.2d 570.

It may be helpful to describe each use, as the terms may be unfamiliar. Dry legal definitions (without pictures) are located in [Section 32B-1-102](#) of the Utah Code.



**Banquet/Catering:** Store, sell, serve, and allow consumption of *beer and liquor* on premises of hotels, resort facilities, sports centers, or convention centers, in spaces that may be reserved for private use. Waivers of minimum space requirements may be applied for in small cities.

**Bars:** Store, sell, serve and consume *beer and liquor* on premises. Limited number allowed in the State. Food must be available, but there is no required percentage of food sales. Equity and Fraternal bars must have membership requirements and are thus exempt from electronic age verification devices. Other bars are required to scan every entrant's identification to ensure no one under 21 enters the establishment.



**Beer Recreational:** Beer-only sales if establishment is tied to a recreational amenity. At least 70% of gross revenues must come from recreational amenity or food sales. The recreational amenity must adjoin the beer retailer. The state code includes a long list of recreational amenities, such as golf courses, bowling alleys, tennis clubs, concert venues (6500 seats or greater), amusement parks over 50 acres, ski resorts, and others.<sup>5</sup>

<sup>5</sup> A complete list is found in the code. Utah Code Ann. [§ 32B-6-702](#).

**Hotel:** A hotel may apply for a bar if it has at least 40 rooms and is capable of hosting private banquets. They are required to also have a sublicense for a dining establishment and a banquet sublicense. The premises must be in a separate room and not visible from its restaurant. They may serve liquor and beer.



**Off-premise Beer Retailer:** Beer may be sold for consumption off-premises. No liquor sales permitted.



**Package Agency:** Privately-owned liquor stores, operating on a contract basis with the DABC. Usually are located in smaller cities or communities. Licensees purchase liquor from the State.



**Reception Center:** Must be at least 5000 square feet and have culinary facilities to prepare full meals. Allow storage, sale, and consumption of liquor and beer on-premise. Primary purpose is to lease facility to third-parties for private events.

**Restaurant, Beer Only:** Restaurants are permitted to serve beer, but 70% of gross sales must be from the sale of food. Dispensing areas have specific requirements under code. Minors may be admitted to the restaurant but may not be seated in the dispensing area. Only two servings of alcohol may be before the patron at a time.



**Restaurant, Limited:** May store, sell and serve beer, heavy beer, and wine for on-premises consumption. At least 70% of gross receipts must be from sale of food. Patrons may not only order alcohol – they must order food.

**Restaurant, Full-Service:** May store, sell and serve all alcoholic beverages (liquor and beer). At least 70% of gross receipts must be from food sales. Patrons may not only order alcohol – they must order food.

**Tavern (On-Premise Beer Retailer):** Beer may be sold and served, but no liquor. Food need not be sold in the establishment. Often is associated with other recreational activities, such as pool, darts, etc.





**Beer Wholesaler:** Authorized to purchase and import beer into the state, store beer in warehouses, and sell and distribute beer directly to licensed retailers or holders of single event or temporary permits.



**Liquor Warehouse:**

Authorized to store, distribute and transport liquor to wholesale and retail customers. Full case lots only, in sealed conveyances, to Utah DABC, military bases, or out-of-state companies.



**Manufacturing:** Three types of manufacturing are called out, but all need a permit.

- *Breweries* may brew, store, transport and export beer and heavy beer. They may also sell to wholesalers, or directly to licensed retailers under certain circumstances.
- *Distilleries* may generate, store, transport and import/export liquor. They may sell to DABC and out-of-state customers.
- *Wineries* may manufacture, store, transport and import/export wines. They may sell wine at wholesale to the DABC or out-of-state customers.

Such establishments often have tasting rooms, where customers may sample the product and find a retail source of the alcohol. Others, in particular breweries, may run a tavern or restaurant in connection with their brewing business.

**Single Event Permit:** Groups that want to sell beer or liquor at temporary events. They must be bona fide partnerships, corporations, LLC's, churches, political organization or incorporated association. They must have existed for at least one year prior to the application's receipt. Allows cash bars and sale of alcoholic beverages to the public or invited guests.

**Temporary Beer:** Event may not exceed 30 days; permitted to sell beer.



**Special Use:** Circumstantial permits:

- Religious wine permits to religious organizations
- Industrial or manufacturing use permits
- Scientific or educational use permits
- Public service permits for airlines, railroads or public conveyances.

**The question that will have the biggest impact on our community is whether you would like to continue maintain the current restrictions and allowances under city code.**

With the exception of off-premise beer retailer licenses and temporary/special permits, licensees will have proximity restrictions under state code as it relates to community locations. It is largely up to the local authority to ensure that the proximity requirements are met – and if they are not, to deny the requested consent. The three restaurant licenses are permitted closer proximity – 300 feet by pedestrian route or 200 feet as the crow flies. All other outlets must be at least 600 feet and 200 feet, respectively.

We recommend aligning our code's definitions of the types of licenses with those described in current state code, to ensure that the applicant, business license official, and state are all on the same page about what is permitted and which rules apply. The main policy question relates to local consents for all of the types of alcohol-related businesses.

### Major Policy - Caps on Establishments

State code provides caps on certain alcohol licenses, on a state-wide basis calculated in consideration of state population. When licenses become available, there might be an opportunity to locate one inside Syracuse.

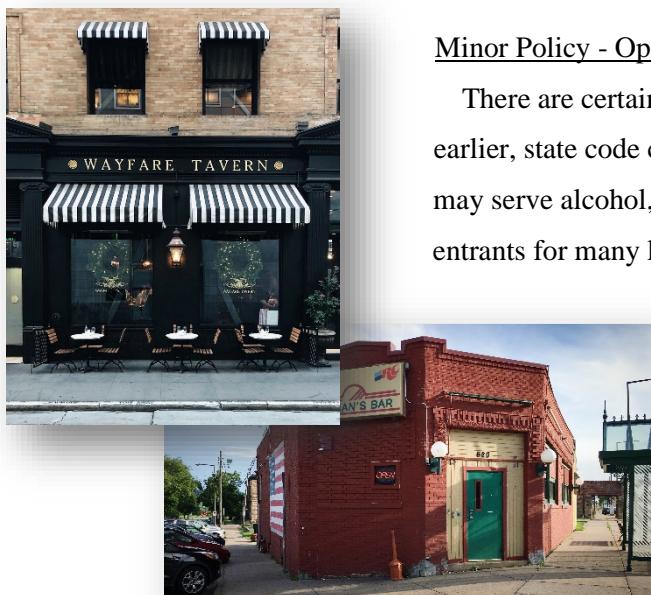
However, if the City is concerned with the number of licenses to be authorized, then it may put a cap of its own on particular licenses. In current Syracuse code, the City has a cap in place for on-premises beer retailers/restaurants – one per 2,000 population. The City also allows “brew restaurants”<sup>6</sup> to be established in the City to the tune of one per 5,000 population. If the Council would like to maintain, modify or jettison those caps, staff will need that direction.

### Minor Policy - Application & Renewal Requirements

Some cities have extensive requirements and background checks for owners of establishments that serve alcohol. Others rely upon the State’s requirements to protect the community.

State code prohibits the issuance of an agency, license or permit to those who do not meet background requirements.<sup>7</sup> For example, one who has been convicted of a felony is ineligible for a license for seven years, or four years when it comes to a violation of alcohol laws or crimes of moral turpitude. Those convicted of two DUI’s within five years are also ineligible. This prohibition also applies to managers, directors or large stockholders in businesses seeking the license. Minors are not eligible for license or permit issuance, no matter how mature they are for their age. The state requires a background check by Utah’s BCI and an inquiry into the FBI’s database.<sup>8</sup>

If there are additional requirements that the Council would like to impose on applicants, then we should consider those and add them to the draft ordinance.



### Minor Policy - Operational Requirements

There are certain requirements that state code imposes. As I mentioned earlier, state code calls out the specific times during which the licensees may serve alcohol, imposes clothing requirements, and restricts the age of entrants for many licenses. If the City would like to impose additional requirements, such as those affecting lighting, design or building requirements, then it should do so up front. For instance, the presence of ample windows on the front of an establishment can decrease the opportunities for crime at the location – more eyes are on the establishment.

<sup>6</sup> This would likely fall under the category of a beer-only restaurant under current state law.

<sup>7</sup> [UCA § 32B-1-304](#).

<sup>8</sup> *Id.* [§ 32B-1-305](#).

But it can result in complaints that minors or other individuals can observe others drinking. Such matters are not state-mandated and are within the Council's prerogative to impose.

Potential operational requirements may include: lighting, design/site plan requirements, employees being required to display identification at all times, restrictions against outdoor dining, or other regulations reasonably related to the health, safety or welfare of our community. Specific concerns should be discussed early in the work session process, so that we can research whether they are pre-empted by the state code or constitutional considerations.

Other operational restrictions could be imposed using a regulation that is not specifically related to alcohol – such as a mandated closing time for all businesses within a particular zone. Any establishment, including alcohol-serving ones, would be required to comply with that mandate. The key to such regulations would be to apply it across all users of the zone, rather than singling out specific types of businesses.

#### Minor Policy - Transfer of License

Our current code does not allow license transfer. The state does. This is only a problem if the City has a cap that has been reached – if it has not, then a new owner may purchase the location and apply for a license from the City. But if the City has reached its cap, then it can serve as a barrier to business owners who may wish to retire by selling their business. An inability to obtain a city consent or license would make the sale less likely. As a result, in cities with hard caps and no transferring of licenses, business owners have little incentive to invest in their properties as their retirement approaches.

If the City wishes to retain any of its caps, I would recommend allowing transfers of licenses or consents. Those receiving the transferred license would be required to submit the same information as a new applicant, and we would be able to deny the transfer if they did not qualify based upon background or other concerns.

#### Minor Policy - Procedures

We recommend laying out procedures a little more clearly than in our current code. It would authorize the business license official to issue consents, orders, notices, and to refer cases for prosecution as necessary. It would lay out causes for suspensions or revocations of licenses. And it would establish appeal procedures with protections for the due process and investment-backed expectations of applicants and license-holders.

#### Minor Policy - Additional Regulations

The City's code has some additional regulations that could be reconsidered. For instance, it prohibits home-brewing, except as permitted by state code.<sup>9</sup> Since state code already addresses the issue,

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<sup>9</sup> SMC § 5.20.170(B).

I do not see the value in retaining our city code. Additionally, City code prohibits the possession of beer that was not created by a regularly licensed brewer – even though it specifically permits a person to brew beer in accordance with state law. Another prohibition that appears in our City code is a prohibition against selling beer at any public dance or intoxicated person. Again, state code governs sale of alcohol to intoxicated individuals. If the Council would like to retain the ban of beer sales at public dances, it likely could do so.

#### Minor Policy - Nuisances

Communities who are concerned with the deleterious effects of alcohol consumption or sales in their cities may cite to bad experiences with such establishments in the past. Usually, they relate to violent or criminal behavior within or in close proximity to the establishment – such as in the parking lot. Or they may be concerned with drunk drivers leaving bars, taverns or restaurants. Still others are concerned with more traditional nuisance concerns such as litter, noise, and traffic late at night. Specific means to reduce those concerns may be written into the code, or we could also adopt a means by which neighboring businesses and residences may make a nuisance complaint to the City. Administrative procedures would need to be put in place to ensure that the licensee gets an opportunity to contest allegations of nuisance.

#### Minor Policy - Criminal Penalties

In addition to the State's code, which governs questions such as selling alcohol to minors or violating state liquor laws, the City can enact codes that are punishable by fine or jail, if the Council wishes. My preference is usually to handle matters administratively – civil fines and suspensions are often more effective and prompt than a criminal penalty at the end of a long case. But administrative remedies require more administrative support and the appointment of an administrative law judge; criminal cases may merely be referred to our justice court for resolution.

Questions regarding this item should be directed to Paul Roberts.



# COUNCIL AGENDA

## December 10, 2019

### Work Session

Agenda Item "I"

District 3 Water & 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)).
- Some land does not currently have water rights associated with it, although many parcels in the City or the City's annexation-planned area do have water rights.
- Acquiring water shares or rights from water companies is increasingly difficult.
- The Council discussed this matter on September 24, 2019, and asked staff to further study the issue and identify ways to strengthen the ordinance – specifically, the Council was concerned about the possibility that a land owner could sell the land without the shares, saddle the city with more expensive District 3 water under the ordinance, and then sell the shares to another user or municipality.
- The ordinance accompanying this memo addresses that concern by imposing additional requirements upon a person accessing the in-lieu, district 3 water. First, they are required to dedicate all of the water associated with the land under development. Second, they must demonstrate that there are insufficient water rights or shares to meet the City's requirements for water dedication. Third, they are required to prove that no water rights were transferred away from the property within the previous five years. Finally, we may be able to mitigate some of our exposure by imposing a percentage of shares that they must produce and permit an in-lieu fee only for the remainder – the right percentage is currently blank in the ordinance and we seek your guidance on hitting the correct number. We hope that these measures will provide some measure of safeguard against the concern expressed.
- Additionally, staff have consulted the books of the Layton Irrigation Company and tallied the location of shares associated with that company. The result of that study has shown that the problem of having insufficient water shares for the acreage is limited in scope; most large swathes of land to be developed currently have water rights associated with them, and the code would prohibit them from accessing District 3 water. It is conservatively estimated that there may be a deficit of 250 shares for all development below the bluff, which would result in a

total cost increase to the City of approximately \$100,000.00 per year. When divided among an estimated total 14,000 homes across the entire city, this would result in a little over \$7.00 per year, or \$0.59 per month for each household on the entire system. Again, this is a conservative estimate – we believe that there would be fewer than 250-acre feet requiring this accommodation.

- As such, the Council should consider whether the administrative cost to administer the two-rate system offsets the benefits to the existing water users, or whether those users and the higher assessments can be absorbed over the ten years it takes to deplete the deposited fee for each home that is added to the system.
- Before enactment of this ordinance, staff will be required to coordinate with Weber Basin and ensure that the mechanism to acquire wholesale secondary water is adequate for these purposes. If it is not, then we would need to create a new agreement, which could take some time.

### ***Discussion Goals***

The following items outline the goals of this discussion:

1. Consider ordinance and overarching policy considerations
2. Give direction to staff on whether to move forward with discussions with Weber Basin and whether to bring back the proposed ordinance amendment after doing so.

#### **4.25.030 Due date of service charges.**

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Payment of all rates and charges accruing shall be made to the City at the same time as payments are due and payable for culinary water service furnished by the City, and shall accrue for all pressure irrigation water services available after September 30, 1984, regardless of whether irrigation water or irrigation water distribution lines are then available to the properties so charged. Users whose property was platted or approved after payment of a fee-in-lieu of dedication of water rights or water shares, pursuant to Section 8.10.090(H) of this Code, shall, at the conclusion of ten years after payment of the fee-in-lieu of dedication, be subject to a separate rate, which shall be proportionate to the higher annual cost for water purchased by the City on an ongoing basis. Water rates for all users shall be established in the Consolidated Fee Schedule and adopted by resolution of the City Council.

#### **8.10.090 Irrigation water.**

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In the City, each acre of irrigable property requires roughly four acre feet (four a.f.) of water annually during normal water years.

(A) Residential Subdivisions. A developer shall convey to the City water rights that have been customarily used on the property to be developed that are usable by and acceptable to the City to provide three a.f. for each acre or part thereof within a residential subdivision. In the event there are no owner water rights on property to be developed, the developer shall obtain, dedicate and convey water shares or water rights acceptable to and useable by the City, or pay a fee-in-lieu of dedication of water rights or water shares, as provided in Subsection (F), (G) and (H) of this section. Such conveyance or payment is required prior to recordation of the final plat with the county, as provided in Section 8.30.030.

(B) Nonresidential Subdivisions. A developer shall dedicate and convey to the City water rights that have been customarily used on the property to be developed that are usable by and acceptable to the City to provide four a.f. for each irrigable acre or part thereof within a nonresidential subdivision. In the event there are no owner water rights on property to be developed, the developer shall pay a fee-in-lieu of dedication or obtain, dedicate and convey water shares, or water rights acceptable to and usable by the City, as provided in Subsections (F), (G) and (H) of this Section. Such dedication, conveyance or payment is required prior to recordation of the final plat with the county, as provided in Section 8.30.030. The developer is not required to convey water rights for acreage of asphalt or other nonpermeable surfaces.

(C) Exceptions for Redevelopment of Property. Notwithstanding subsections (A) and (B) of this section, if the proposed subdivision is on one or more currently landscaped lots, the City Council will waive conveyance of water rights if the developer establishes by clear and convincing evidence that:

(1) Water rights acceptable and usable by the City were previously conveyed as a condition of a prior subdivision approval which included that property; or

(2) The City's secondary water system is already serving the currently landscaped lot(s), and the proposed subdivision will decrease the current burden on the City's secondary water system.

(D) Exceptions for Residential Subdivisions. The City Engineer may accept reduced water rights, water shares, or payment of a fee-in-lieu of dedication for residential subdivisions in the following circumstances:

(1) Manmade lakes and ponds to be constructed as part of the subdivision under the following conditions:

(a) Lake(s) or pond(s) must be one acre in size or greater measured at the design water surface elevation;

(b) Lake(s) or pond(s) shall be designated as open space and shall be preserved and maintained by a homeowners' association in compliance with City code;

(c) City culinary and secondary water systems shall not be used to fill or maintain water level of lake(s) or pond(s);

(d) Developer shall provide proof of construction approval from applicable agencies and water rights sufficient to maintain designed mean water elevation; and

(e) In the event that the homeowners' association seeks to convert the lake(s) or pond(s) to an alternate use, sufficient water shares shall be submitted to the City prior to any approval of conversion.

(2) Preserved wetlands, under the following conditions:

- a. Wetlands must occur naturally, or have been in existence for at least ten years;
- b. Wetland area calculation shall be rounded down to the nearest .5 acre; and
- c. Wetlands that are mitigated or filled in are not eligible for exemption under this sub-section.

(E) Dedication and Conveyances of Water Rights and Water Shares to Cease Upon Determination of Excess Water Supply. At least every ten years the Public Works Director shall determine whether the City's existing

available water holdings exceed the water holdings needed to meet the reasonable future water requirement of the city in the next 40 years by the public within the City's projected service area based on projected population growth and other water use demand ("reasonable future water requirements"). Should the Public Works Director conclude that available water holdings exceed the reasonable future water requirements of the public, the Public Works Director shall notify the City Council and the City Council shall act to cease dedication and conveyance of water shares and water rights according to this section until existing available water holdings no longer exceed the reasonable future water requirements.

(F) Ineligible shares. Shares in water companies are not acceptable to the City for purposes of Subsections (A) and (B) of this section if they:

- (1) Are shares in a water company that does not physically deliver water within Syracuse City, as determined by the City Engineer;
- (2) Do not entitle the shareholder to receive a certain amount of water, or only provide for transportation or conveyance of water; or
- (3) The water company does not transfer the shares to the City on the books and records of the water company to show the City as the shareholder or the water company does not issue a new share certificate showing the City as the owner of the shares transferred.

(G) Ineligible water rights. Water rights are not acceptable to the City for the purposes of Subsections (A) and (B) if:

- (1) The City does not receive good and insurable title to the water rights as determined in the sole discretion of the City and a policy of water title insurance insuring the City's title to the water rights; or
- (2) Any final and non-appealable administrative approval necessary for the City to utilize and beneficially use the water under the water right, in the City's secondary water system, has not been issued by the State Engineer of Utah.

(H) Option for fee-in-lieu of dedication. At the developer's option, the developer may provide a payment of a fee-in-lieu of dedicating and conveying water rights or water shares as a project improvement, in satisfaction of up to \_\_\_\_\_ % of the shares or rights required by Subsection (A) or (B) of this section, as applicable, if all the following circumstances are applicable:

(1) The City has a contract in place with a water supplier for delivery of irrigation water on an ongoing basis that allows the City to upon request increase the water purchased from that supplier in an amount equal or greater than the water dedication and conveyance being replaced by the payment of the fee-in-lieu, subject to the payment of annual assessments to the water supplier;

(2) The fee-in-lieu paid by the Developer is equal to ten years of assessments for the water acquired by the City from the water supplier to replace dedication of water rights or water shares. The amount of the fee-in-lieu shall be calculated by determining the volume of water required to be dedicated and conveyed under this Section. The amount of the fee-in-lieu shall be calculated by the City on the volume of water replaced by the fee-in-lieu contractual obligations, historical assessments for purchase of water from the water supplier, and projections for assessment increases;

(3) All water rights associated with the land under development are being dedicated to the City, there are insufficient water rights or shares associated with the historic water use on the parcel, and the Developer presents evidence demonstrating that water rights previously associated with the land have not been sold during the previous five years; and

(4) The Developer files a notice on the title of each parcel pursuant to the payment of the fee-in-lieu of dedication, which notice includes the following language: "This property utilizes secondary water that requires the City to pay a higher annual cost than other secondary water provided in Syracuse City, and has had a water meter installed. The City has previously been provided with payment of the additional annual cost for the higher annual cost until [Date of Payment of fee-in-lieu]. After [Date of Payment of fee-in-lieu, plus ten years], the City will impose a higher rate on the secondary water delivered to this property in order to cover the ongoing higher cost for secondary water to serve this property based on the volume of secondary water used as determined by the meter."

### **8.30.030 Final approval.**

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(A) Submittal. Submit four standard 22-inch by 34-inch copies of plat and plan and profile sheets, one copy of each reduced to 11-inch by 17-inch (one-half scale), plus one PDF copy to the City, together with a cost estimate of off-site improvements and storm drain calculations.

(B) Engineer Review. City Engineer will review submitted documents and transmit his conclusions and recommendations to the Planning Commission, including cost estimate for off-site improvements required by City ordinance.

(C) Approval. Upon receipt of the approved plans from the City Engineer the Planning Commission shall forward to the City Council their recommendation to either approve or reject the final plat or shall table action for the next regular meeting or until the specified deficiency has been corrected.

If the Planning Commission does not approve the final plat, disapproval shall be indicated by written notice stating the reasons for disapproval, in which case the decision can be appealed to the City Council, whose decision will be final.

Approval of final plats by the City Council will extend for a period of 12 months. If work or subsequent action by the subdivider to proceed with off- site construction does not occur within the 12- month period following initial approval, the plat and construction drawings must be resubmitted and become subject to reapproval under the latest City ordinances and specifications.

(D) Construction of Off-Site Improvements. No construction of off-site improvements shall commence until the subdivider has completed a preconstruction meeting with the City Planning, Engineering, and Public Works Departments, at which time a review of construction project and expectations of the City will be discussed. Such conference shall be scheduled with the City and all affected utility companies will be invited to attend.

(E) Approval to Record Subdivision. Before any subdivision plat may be recorded, the subdivider shall furnish a corporate surety bond, cash escrow, irrevocable letters of credit from a credible lending institution, or a tax increment incentive as part of a signed reimbursement agreement from the Redevelopment Agency which has been approved by the City Manager, in an amount as finally determined by the City Engineer to secure the performance of the public improvements in a workmanlike manner and according to specifications established by the Syracuse City subdivision standards (See SCC [8.10.020](#)). Some of the public improvements are as follows:

- (1) Paving of streets.
- (2) Curb, gutter and sidewalks.
- (3) Sewer and water lines, including irrigation lines.
- (4) Storm and subsurface drainage.

(5) Street signs, monuments, lighting, fences and street trees.

(6) Removal or relocation of any easements which may affect the use of the dedicated streets by the City.

(7) Utility development connection fees.

(F) Recording. Once final plat approval has been obtained the developer shall submit a 22-inch by 34-inch Mylar of the final plat to the City Engineer. If all documents, submittals, and payment of fees are in order, the City Engineer will sign the Mylar, indicating approval of the subdivision. Complete submittal shall include the following:

(1) Development agreements.

(2) Escrow agreement.

(3) Title report.

(4) Street light agreement.

(5) Off-site improvement agreement.

(6) (a) Water share certificate showing the City as the owner of the water shares;

(b) a water right deed;

(c) other evidence, acceptable to the City, of the right to water; or

(d) payment of the fee-in-lieu for secondary water for the area located in the Final Plat, as provided in Section 8.10.090 of this Code.

(7) Storm water activity permit.

(8) Storm water maintenance agreement.

(9) Storm Water Quality Report

(10) Payment of all required development and inspection fees.

(11) Approved construction drawings or as-built drawings.

(12) Surety and improvement guarantee.

(13) Easements and any other documents deemed necessary by the City Engineer or conditioned for approval by the Planning Commission or City Council.

After approval and signature of the final plat, the City Engineer shall submit the plat to the Community Development Director, or designee, who shall obtain the signatures of the City Attorney, Planning Commission Chair, and Mayor. The final plat, bearing all official signatures as above required, shall be deposited in the office of the City Recorder, who shall cause the plat to be recorded in the office of the county recorder. Final plats not recorded within 12 months of final approval shall be deemed null and void. No plat shall be recorded in the office of the county recorder until the plat is approved and signed. Lots included in such plat shall not be sold or exchanged, and no offer shall be made to sell or exchange any such lots unless and until the plat is recorded.



# COUNCIL AGENDA

## December 10, 2019

### Work Session

Agenda Item “m”

General Plan Discussion

#### *Factual Summation*

- Members of the council have requested to review and discuss the 2050 General Plan.

#### *Discussion Goals*

The following items outline the goals of the discussion:

1. Address concerns and issues that members might have with the revision of the General Plan.