SYRACUSE CITY

Syracuse City Council Regular Meeting
September 8, 2020 – 6:00 p.m.
Electronic Via Zoom Meeting
Streamed on Syracuse City YouTube Channel

Public meeting will be held electronically in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. Pursuant to written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to infections and potentially dangerous nature of COVID-19 virus, public meetings will be held electronically for the next thirty (30) days. The YouTube live stream of the meeting can be found at the following link.

Connect to the meeting using:
https://us02web.zoom.us/j/86972933597
Meeting ID: 869 7293 3597
Connect via telephone: +1-301-715-8592 US
Meeting ID: 815 4627 6280

1. Meeting called to order
   Invocation or thought
   Pledge of Allegiance
   Adopt agenda

2. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. (*Individuals wishing to provide public comment are encouraged to do so via email to City Recorder Cassie Brown, cassieb@syracuseut.com, by 5:00 p.m. on September 8, 2020. Comments submitted by the deadline will be read for the record of the meeting.*)

3. Approval of Minutes: (5 min.)
   a. July 14, 2020 Business Meeting.
   b. July 14, 2020 Work Session Meeting.
   c. July 28, 2020 Work Session Meeting.
   d. August 11, 2020 Truth in Taxation Hearing.
   e. August 11, 2020 Business Meeting.

4. Consent agenda:
   a. Authorize Administration to execute Memorandum of Understanding (MOU) with Davis Education Foundation for CARES Act funding.
   b. Authorize Administration to execute Interlocal Automatic Aid Fire Agreement.
   c. Authorize Administration to execute Interlocal Agreement with Davis County Clerk for Special Bond Election.
   d. Final Plat Approval, Legend Pointe Phase 2, located at approximately 910 S. 4000 W.

5. Proposed Resolution R20-33 amending the Syracuse City wage scale for Fiscal Year (FY) 2020-2021. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bingham.***

6. Authorize Administration to execute Lease Agreement with NovotX for space in Syracuse City Hall. (5 min.) *Council discussion, if necessary, will commence with **Councilmember Bolduc.***

7. Proposed Ordinance 2020-15 amending the Syracuse City Zoning Map from Agriculture A-1 to Mixed Use (MXD) zone for property located at approximately 817 W. 1700 S. (Antelope Drive), and approving the execution of a Development Agreement to govern the property (20 min.) *Council discussion, if necessary, will commence with **Councilmember Maughan.***

8. Proposed Ordinance 2020-20 amending the Syracuse City Zoning Map from Agricultural (A-1) to Mixed-Use (MXD), for property located at approximately 1283 W. 1700 S. (Antelope Drive) and approving the execution of a Development Agreement to govern the property. (15 min.) *Council discussion, if necessary, will commence with **Councilmember Savage.***

9. Proposed Ordinance 2020-21 amending the Syracuse City Zoning Map from Agricultural (A-1) and General Commercial (GC) to Mixed-Use (MXD) for property located at approximately 1701 W. 1700 S. (Antelope Drive) and approving the execution of a Development Agreement to govern the property. (15 min.) *Council discussion, if necessary, will commence with **Councilmember Teague.***

10. Authorize Administration to issue letter of intent to partner with On Pitch Performing Arts (OPPA) for the development of a Performing Arts Center. (10 min.) *Council discussion, if necessary, will commence with **Councilmember Bingham.***

11. Public Comment: This is an opportunity to address the Council regarding your concerns or ideas. Please limit your comments to three minutes. (*Individuals wishing to provide public comment are encouraged to do so via email to City Recorder Cassie Brown, cassieb@syracuseut.com, by 5:00 p.m. on September 8, 2020. Comments submitted by the deadline will be read for the record of the meeting.*)

12. Mayor/Council announcements.

13. Reconvene and consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the character, professional competence, or physical or mental

health of an individual; pending or reasonably imminent litigation; or the purchase, exchange, or lease of real property (if necessary).

14. 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 3rd day of September, 2020 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 September 3, 2020.

CASSIE Z. BROWN, MMC
SYRACUSE CITY RECORDER
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CITY COUNCIL AGENDA

September 8, 2020

Agenda Item **#3** Approval of Minutes.

Factual Summation

- Please see the draft minutes of the following meeting(s):
    a. City Council Business Meeting of July 14, 2020.
    b. City Council Work Session of July 14, 2020.
    c. City Council Work Session of July 28, 2020.
    d. City Council Truth in Taxation Hearing of August 11, 2020.
    e. City Council Business Meeting of August 11, 2020.

- Any question regarding this agenda item may be directed at Cassie Brown, City Recorder.

Minutes of the Syracuse City Council Regular Meeting, July 14, 2020.

Minutes of the regular meeting of the Syracuse City Council held on July 14, 2020 at 6:00 p.m., held virtually via Zoom, meeting ID 857 1273 0008, and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. Pursuant to written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to infections and potentially dangerous nature of Infectious Disease COVID-19 Novel Coronavirus.

DRAFT

Present: Councilmembers: Lisa W. Bingham
Corinne N. Bolduc
Dave Maughan
Jordan Savage
W. Seth Teague

Mayor Mike Gailey
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Administrative Services Director Steve Marshall
City Attorney Paul Roberts
Police Chief Garret Atkin
Fire Chief Aaron Byington
Parks and Recreation Director Kresta Robinson
Public Works Director Robert Whiteley
Community and Economic Development Director Noah Steele
Administrative Intern Brittany Morgan

1. Meeting Called to Order/Adopt Agenda

Mayor Gailey called the meeting to order at 6:00 p.m. as a regularly scheduled meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. Councilmember Savage provided an invocation and Councilmember Bingham led the audience in the Pledge of Allegiance.

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

2. Public comment:

Mayor Gailey stated that tonight's meeting agenda provided instructions for residents to email their public comments to City Recorder Brown by 5:00 p.m. tonight in order for them to be read into the record of the meeting.

Rachel Page provided the following comments via email:

"Hi council members and mayor,

We are sad to see the rezoning of property East of Smiths for high density apartments back in the agenda, and want you to know that the citizens are still very invested in what is going on in our community. We were extremely disappointed in how "mixed-use" was finally decided upon, as it seems, according to the numbers that we have, that the developers could bring even LESS commercial to the plans than they even presented

(you can verify if that's correct or not-the newly required commercial square footage to get 3-story is even less than the amount of commercial the developer has planned). Not sure if that was intentional or not. But I know the lack of commercial "mix" was one of the biggest concerns that caused you to go back to the drawing board in the first place, so we were very surprised. We also urge you to consider all the opposition to this proposal once again, and we argue that this proposed development for high density apartments does NOT fit well with the city's general plan (despite seeing that someone summarized that it does in the agenda notes). The high density 3-story apartments are NOT appropriate for the area (The plan even states that medium density usage is the highest density usage appropriate there, and even then, it would have to be the right fit for that particular piece of property due to all the things we've discussed in the past). The height of the apartments also does not match/compliment the surrounding properties, as is discussed in the general plan. There are more issues you are already aware of from our meetings. Also, please reconsider all the dangers and conflicts that this specific proposal causes at this property: dangerous ingress/egress, increased high traffic at an already dangerous area of antelope drive, lack of commercial, not increasing daytime population-just commuters, etc. I know you've all had these conversations with numerous citizens about this development and know the general sentiment and concerns expressed, so I just wanted to share that those have not changed and we are still relying on each of you to represent the voices of the citizens and reject this proposal. We would like to see this area stay designated as commercial only. It is a better fit for the city in general and the surrounding community. I typed this quickly on my phone so please excuse the errors :) Thanks!"

Mayor Gailey then invited Zoom participants to provide public comments. There were no additional comments made.

3. Approval of minutes.

The following minutes were reviewed by the City Council: Regular City Council Meeting, Special Redevelopment Agency (RDA) Meeting, and Special Municipal Building Authority (MBA) Meeting minutes of June 9, 2020.

COUNCILMEMBER MAUGHAN MADE A MOTION TO APPROVE THE MINUTES LISTED ON THE AGENDA AS PRESENTED. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED AYE.

4a. Common consent: Proposed Resolution R20-25 amending the

Syracuse City Recruitment and Retention Policy.

A staff memo from the City Manager explained the City's Recruitment and Retention Policy was adopted in December of 2016. The policy's aims are to attract and retain the best talent possible in order to ensure quality services to our residents, and to optimize efficiency of operations by eliminating excessive turnover. Based on discussion at previous Council work sessions, the following edits are proposed to the City's Recruitment and Retention Policy:

- Pages 2-3: Remove 'New' text from document.
- Page 6: Edit Advancement policy so Advancement and Merit increase can occur in same year.
- Page 7: Edit Biennial Review policy to include Council examination of wage scales that have moved more that 5% from their designated market percentile.
- Page 8: Edit Market Adjustment policy so wage adjustments due to market changes will occur for employees hired within previous 12 months, rather than 24 months. Also clarifies that employees will not be paid below the minimum of the wage scale.

The memo concluded the decision before the Council tonight is whether to adopt the proposed amendments to the City's Recruitment and Retention Policy.

COUNCILMEMBER MAUGHAN MOVED TO ADOPT RESOLUTION R20-25 AMENDING THE SYRACUSE CITY RECRUITMENT AND RETENTION POLICY. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR.

5. Proposed Ordinance 2020-12 establishing the Syracuse City Youth Commission.

A staff memo from the City Attorney summarized a draft ordinance that would govern the Syracuse Youth Commission, if adopted; the draft establishes the basic program of the Commission and moves provisions that governed the Youth City Council to a new chapter in the Syracuse City Code. Specific sections of the ordinance address the expectations and roles of the Youth City Council, Youth Taskforce, Intern Pool, and adult members/advisors.

Mr. Roberts reviewed his staff memo.

Councilmember Savage stated he thinks this is a great idea; his only concern is the scope. He believes this will be a great deal of work for the City and for adult advisors to the Commission, but if it is successful it will be great. Councilmember Maughan agreed and asked if increasing the scope of this body will result in a budgetary impact. Last year the City budgeted

training costs for the Youth Council, but if the membership of the Commission is increasing and it is also necessary to increase the number of advisors to the group, those costs will likely increase. Councilmember Bingham stated that the number of leadership positions are not necessarily being increased, though the number of youth participating will increase. The youth will receive training from the Communities That Care (CTC) Coalition, which is free of charge.

Councilmember Bolduc added that the City has not yet started accepting applications for youth in the community who are interested in being part of the Commission; however, 12 adults have been identified for the mentor positions and will be given that assignment if this ordinance passes. Councilmember Maughan stated that is great news; he was only concerned about the potential increase in training costs. Councilmember Bolduc stated that in the past the City has budgeted $1,500 to pay for training opportunities through the Utah League of Cities and Towns (ULCT); she does not anticipate it will be necessary to increase those costs. Councilmember Maughan stated he is comfortable with creating the Commission, but if it is necessary to consider a budget increase, that should be brought before the Council again.

COUNCILMEMBER BINGHAM MOVED TO ADOPT ORDINANCE 2020-12 ESTABLISHING THE SYRACUSE CITY YOUTH COMMISSION. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

6. Proposed Resolution R20-24 re-appointing Tara Julien-Wilson and LeAnna Hamblin to the Syracuse City Arts Council.

An administrative staff memo explained Arts Council leadership has requested that Tara Julian-Wilson and LeAnna Hamblin be appointed to the Arts Council Board. Syracuse City Code Title Three provides a process for appointing members of the Arts Council as follows:

> "3.09.020(B): Terms of Office. The terms of office for the five (5) Board members, who are not a member of the Recreation Department, shall be for five (5) years. These members' terms shall be staggered so that no more than one (1) member's term expires at the same time. The terms of office for at-large and ex-officio members shall be five (5) years from the date of appointment. The term of office for the Recreation Department staff designated as a member of the Board shall be as determined by the Department Director. Appointments to the Board shall be made no later than the first City Council meeting in July of each year. In circumstances where appointments are not made prior to the first City Council meeting in July of each year, said appointments shall be made as soon as reasonably possible thereafter."

Councilmember Maughan reviewed the staff memo and indicated he supports the appointment of the two individuals as recommended by Arts Council leadership. He added that the term for a third individual has expired, but that individual did not want to be reappointed, so there is a vacant position. He then noted that the current ordinance assigns five-year terms for Board members of the Arts Council; however, the Arts Council wants to change that to four years and is working on an amendment to their bylaws now. They will be presenting a recommendation for an adjustment to the City ordinance.

COUNCILMEMBER MAUGHAN MADE A MOTION TO ADOPT RESOLUTION R20-24 RE-APPOINTING TARA JULIEN-WILSON AND LEANNA HAMBLIN TO THE SYRACUSE CITY ARTS COUNCIL, NOTING THAT THEIR TERM WILL BE FOUR-YEARS RATHER THAN FIVE YEARS. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED AYE.

7. Authorize Administration to award contract for street light installation project.

A staff memo from the Public Works Department explained the City's 2015 contract for street light installer has reached its maximum renewal periods (five years). This proposal is to begin a new contract with annual renewals up to a five-year maximum. A Request for Proposal (RFP) was advertised on June 6, 2020 and June 29, 2020; seven companies received the proposal and two companies responded. Five factors were evaluated, as indicated:

	VK Electric	B.Jackson
Insurance	100	100
Experience	100	100
Responsiveness	80	100
References	100	100
Cost	100	50
Total	**480**	**450**

The memo concluded staff recommends awarding the contract for street light installation to VK Electric, Inc.

Public Works Director Whiteley reviewed his staff memo.

Councilmember Maughan commented on his support for selecting the contractor with the lowest price and in closest proximity to the service area.

COUNCILMEMBER MAUGHAN MOVED TO AUTHORIZE ADMINISTRATION TO AWARD CONTRACT FOR STREET LIGHT INSTALLATION. COUNCILMEMBER SAVAGE SECONDED THE MOTION. ALL VOTED IN FAVOR.

8. Proposed Ordinance 2020-13 amending the Syracuse City zoning map from A-1 to Planned Residential Development (PRD) for property located at approximately 2750 South Bluff Road, approving the submitted Preliminary Plat, and approving the execution of a Development Agreement to govern the property.

A staff memo from the Community and Economic Development (CED) Department Director explained Mike Bastian with Castle Creek Homes has applied to rezone approximately 18 acres located on Bluff Road at about 2750 S. The request is to change from A-1 to PRD. The PRD zone requires that the preliminary plans be provided and approved along with the rezone application. This makes it so the city knows exactly what type of development is proposed prior to approving a rezone. These details are cemented in a development agreement signed by both parties that is also approved with the zoning. A public hearing was held at Planning Commission on June 2nd, 2020 and was tabled because staff comments had not been addressed. There were a handful of residents from Trailside Park in attendance who expressed opposition to the project. On June 16, the commission resumed discussion on the item and unanimously approved a motion to recommend approval to City Council. Staff has reviewed the plans for compliance with adopted land use ordinances and reviews are included in this packet. The applicant has also conducted a geotechnical, traffic and wetland study of the site. On June 23, 2020 city council reviewed the item in their work session where debate about whether the proposal meets ordinance 10.75.040(I)(2) and (3) concerning duplicating facades and garages not being the 'major architectural feature'. The majority of council felt the item was ready for a vote. The memo concluded the discussion tonight should be centered around whether: (a) should the land be rezoned? (is it the right place for the use, right timing, etc.); and (b) do the preliminary plans meet the city's ordinances?

CED Director Steele reviewed his staff memo and presented the applicant's preliminary plat to orient the Council to the layout of the project and to highlight adjustments to the architecture within the project. Based upon the architectural adjustments, staff can accept the applicant's argument that the current design complies with City ordinances. He focused on the regulations in the ordnance prohibiting duplication in architecture as well the garage being the major architectural feature and noted that adjustments have been made responsive to the concerns expressed by the Council during their last review of the application. Finally, he discussed infrastructure issues raised by the City Engineer relative to the potential need to address drainage issues for the area of the property that abuts nearby wetlands.

Councilmember Maughan noted he discussed this application with Mr. Steele earlier today regarding staff review of the architecture of the project. He asked Mr. Steele to provide images of the project that they reviewed during that discussion.

Mr. Steele presented a rendering of the project upon which he had circled all instances of repeating architecture on the same street. He also noted he has discussed the Council's concern regarding garages as the major architectural feature of a unit and suggested that garages be relocated to the side or rear of a unit; the applicant has indicated that type of change would result in a dramatic increase in construction costs for the project. Councilmember Bolduc stated that would also impact access to individual units. Mr. Steele stated that is correct; the developer would need to construct additional roads and private driveways.

Mayor Gailey invited input from the applicant. Mike Bastian provided a rendering of the workout station amenity that he will include in the project area along the walking trail. He then noted lots one through nine of the project will be patio home units. This adjustment has been made to preserve the views enjoyed by the residents in the Trailside development. There will then be a transition into townhome units, and he identified the addition of front porch seating areas and a front walkway to satisfy that requirement in the City's ordinance; additionally, the floorplans of the townhomes are very functional with usable spaces. This is the type of project that will be very attractive and desirable for buyers in this market. He then addressed the issue of repeating architecture; the ordinance indicates that architecture cannot be repeating sooner than every third building so he adjusted his design to provide three different facades that rotate throughout the project. A professional designer has picked out colors and has identified two different color schemes; the units have different accents and colors, but they compliment one another and provide a very cohesive design.

Councilmember Savage stated that it appears the same rock or brick will be used on all of the units. Mr. Bastian stated that is correct. Councilmember Savage stated that could yield a result that will be repetitive. Councilmember Maughan agreed and stated that he finds the updated plan to be nothing but repetitive; there are slight variations in color and architecture, but very slight. He stated he feels that the standard that has been imposed on other developments and should be upheld for this project is to require a significant difference from building to building; this may be more expensive, but changes the feel of the community so dramatically to ensure it is not tract housing. This led to high level philosophical discussion and debate regarding whether the amendments to the plan address the Council's concern about repeating architecture; Councilmembers Bolduc and Bingham argued that the amendments are acceptable. The current plan provides a consistent theme for the entire development while providing enough differentiation between units to set them apart from one another. Councilmember Bingham compared the project to the Stoker Gardens PRD but noted that it will actually be nicer than that project that is always cited as a standard for other projects to live up to.

Mr. Bastian stated that he was the applicant for amendments to the City's Planned Residential Development (PRD) ordinance; he feels that the design that he has presented 'raises the bar' for this type of project in the City. The layout and look

are superior to other projects in the City, but will make it possible to offer the units at a price that is affordable for people that desire to live in Syracuse. He then stated that there has not been a unit for sale in the Stoker Gardens PRD for over a year; that is because people want to be there, but there is not enough of that type of product in Syracuse. This project will create more units like that at a comparable price point. He then stated he is worried that other components of the community have been overlooked because there has been such a focus on repeating architecture. He stated that the size of come of the units have been increased to provide different products that are in demand in the market. The open space/common space and amenities will be usable by the residents and the community at large. The neighboring project to the south was able to count wetlands as open space and common space, but he has not been given that same consideration. For that reason, he has added more amenities and usable open space and he far exceeds the 20 percent open space requirement for this type of project. Councilmember Maughan stated he has trouble accepting that staff would be inconsistent in their application of ordinances regarding open space; he believes that the wetlands in the project to the south were mitigated and that is why there were counted in the requirement for open space; the wetlands in this proposed project have not been mitigated. Mr. Bastian stated that the plat for the project to the south identifies unmitigated wetlands; some areas were mitigated to provide for the construction or roads or development of a lot, but a large portion of the wetlands were unmitigated and were counted towards open space.

Mr. Steele stated that he does not believe that wetlands were counted towards open space requirements; however, the City's trail connected to that project area was located on property not owned by the City. The developer subsequently dedicated a large amount of property and the trail to the City to address that issue. Mr. Bastian stated there is a similar situation on his property and when he acquired it, the portion upon which the trail is located automatically reverted back to the City and the Bureau of Reclamation; the same should have been true for the other property, but it never got recorded that way for some reason. He presented the plat for the adjacent project and identified wetlands and the detention basin that serves it; both were counted as open space for the project. The only usable open space they created is pickleball courts. He stated he will improve the open space on his property so that it is usable by residents and the community. Mr. Steele stated he is willing to look into the open space calculations for the Edgewater Development, but the assertion that staff is not applying the ordinance evenly is not correct in his opinion. He accepted Mr. Bastian's point that he has provided a great deal of open space in his project.

Mayor Gailey then refocused the discussion on the amendments that have been made in the preliminary plat; relative to the architecture, Councilmember Teague stated that he does not love the look of the project and would prefer more variance between units, but if the design complies with City ordinance, he can consider approval. Councilmember Savage stated that he feels Mr. Bastian has done a great job on the updated design; he believes the garages are extremely repetitive from unit to unit.

He would like some adjustments on the exterior of the building to achieve greater variation. Councilmember Bingham stated there is a difference between repetitive and cohesive/complimentary; what the City is asking Mr. Bastian to do is make a project cohesive so that it does not look like someone picked colors and materials at random in order to meet the request for variation. Developers walk a fine line in designing a cohesive project that also has character to set units apart from one another. She noted that the reason for allowing these types of projects in the City was to provide a product that is affordable for young families; if adjustments are made that result in increased costs of units in the project, the purpose of the PRD ordinance will be defeated. She stated she believes that minor tweaks and accents can be made in the project to result in more stylized design, but she does not want to request structural and overall design changes as doing so will result in increases costs. Councilmember Savage stated he can support that direction.

COUNCILMEMBER MAUGHAN MOVED TO TABLE ORDINANCE 2020-13 AMENDING THE SYRACUSE CITY ZONING MAP FROM A-1 TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) FOR PROPERTY LOCATED AT APPROXIMATELY 2750 SOUTH BLUFF ROAD, APPROVING THE SUBMITTED PRELIMINARY PLAT, AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT TO GOVERN THE PROPERTY.

Councilmember Savage stated he would like to continue discussion to determine if the applicant is willing to consider minor adjustments to the plan. Mr. Bastian stated that he can use the feedback provided by the Council to make minor adjustments to the application in order to request a vote on the application in August or during a special business meeting in July. The Council determined to ask Mr. Bastian to make the changes to the application for review during the July 28 work session meeting with the goal of moving the application to the August 11 business meeting for a vote.

COUNCILMEMBER SAVAGE SECONDED THE MOTION. ALL VOTED IN FAVOR.

9. Proposed Resolution 20-26 adopting comprehensive edits to the Syracuse City Personnel Policies and Procedures Manual.

A staff memo from the Administrative Services Director explained City staff has reviewed various sections of the Personnel Policies and Procedures manual and would like to recommend changes as noted in the red line edits on the attached PDF document. Below is a summary of significant changes:

- 5.050 – Amended merit increase policy for employees with less than one year of service.
- 7.080 (c) – Removed Finance Director and added Administrative Services Director to the possible exemptions from URS.

- 8.070 (e) & 26.020 – Added to the sick leave policy and termination policy that when an employee resigns, they cannot use sick leave within final 2 weeks unless they have a doctor's note.
- 9.060 – Added to Employee Ethics policy that employees will need to fill out and sign the ethics pledge annually.
- Chapter 10 – Added a Cash Receipting & Deposit Policy
- Chapter 11- Added a Reporting Fraud & Abuse Policy
- 15.010 (g) – Removed Senior Fire Fighter and added Fire Marshal to the annual background check list
- 19.030 – Changed the emergency cash out from $250 to $200.
- Chapter 20 – Added a telecommuting policy. Added language on secure connections and a clause pertaining to careless acts of employees.
- Appendix L – Ethics Pledge Form

The memo concluded the action before the Council tonight is to Consider whether to approve Resolution 20-26 adopting comprehensive edits to the personnel policy.

Mr. Marshall reviewed his staff memo.

COUNCILMEMBER MAUGHAN MOVED TO ADOPT RESOLUTION R20-26 ADOPTING COMPREHENSIVE EDITS TO THE SYRACUSE CITY PERSONNEL POLICIES AND PROCEDURES MANUAL. COUNCILMEMBER TEAGUE SECONDED THE MOTION. ALL VOTED IN FAVOR.

10. Public comment.

Mayor Gailey invited Zoom participants to provide public comments.

Barbara Nichols stated she lives in the Trailside project and there is still huge opposition to Mr. Bastian's proposed development project on Bluff Road; they have stopped voicing their opposition because they feel no one is listening. They have given up because their elected officials have failed them. If the project is constructed as proposed, the traffic on Bluff Road will be horrendous and the road that has an outlet through the Trailside project will also be crowded. This is normally a calm area relative to traffic, but it will become inundated. The quality of life of the people living there will dramatically decrease and the reason they moved to Syracuse will be eradicated. In 10-years, after the second or third generation of ownership of the units, they will all become rental units and the area will turn into a ghetto. The developer will have the money in his pocket, the City will bear the burden of the project, and the surrounding landowners will have a decreased quality of life. The project

will increase the demand for fire and police support and the roads will become dangerous for residents, motorists, and pedestrians. She added the develop is not planning to bring any fill dirt into the project area. She spoke with an engineer who told her that the water on the property will drain to the lowest point no matter what drainage efforts are implemented; in a high water year the area will be flooded, and foundations/floors will sink. This will cause people to walk away from their property and for the area to be unattractive. She concluded that the existing residents will bear the burden of the project and she does not feel it is appropriate to place this on the backs of local property owners.

Arce Nacario stated that he was told that the issue relating to the walking path adjacent to his property would be discussed tonight. Councilmember Bingham stated that it will be discussed in the work session meeting scheduled to follow this meeting.

11. Mayor/Council announcements.

The Council and Mayor provided announcements about upcoming community events and other opportunities for public involvement. The Council also discussed requests for future agenda items.

Mayor Gailey also invited City Manager Bovero to make any necessary announcements. Mayor Bovero facilitated discussion among the Council regarding their desired format of the upcoming Truth in Taxation hearing scheduled or August 11. The Council debated the safety and effectiveness of holding a hybrid in-person/virtual meeting and concluded to make City Hall available to residents who wish to attend in person and the Council and staff will participate in the meeting virtually via the Zoom platform.

12. Recess to convene in City Council Work Session.

The Mayor recessed the meeting at 7:50 p.m. to convene the City Council Work Session. The meeting reconvened at 9:54 p.m.

13. Reconvene and consideration of adjourning into Closed Executive Session pursuant to the provisions of Section 52-4-205 of the Open and Public Meetings Law for the purpose of discussing the character, professional competence, or physical or mental health of an individual;

pending or reasonably imminent litigation; or the purchase, exchange, or lease of real property.

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

The closed session began at 9:55 p.m.

The meeting reconvened at 10:34 p.m.

At 10:34 P.M. COUNCILMEMBER MAUGHAN MADE A MOTION TO ADJOURN. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR.

_____ _____

Mike Gailey
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Work Session of the Syracuse City Council held on July 14, 2020 at 7:55 p.m., held virtually via Zoom, meeting ID 857 1273 0008, and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. Pursuant to written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to infections and potentially dangerous nature of Infectious Disease COVID-19 Novel Coronavirus.

DRAFT

Present: Councilmembers: Lisa W. Bingham
Corinne N. Bolduc
Dave Maughan
Jordan Savage
W. Seth Teague

Mayor Mike Gailey
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
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City Attorney Paul Roberts
Police Chief Garret Atkin
Fire Chief Aaron Byington
Parks and Recreation Director Kresta Robinson
Community and Economic Development Director Noah Steele
City Engineer Brian Bloemen
Administrative Intern Brittany Morgan

The purpose of the Work Session was to continue discussion of proposed rezone from Agriculture A-1 to Mixed Use (MU) zone for property located at approximately 817 W. 1700 S.; hear the recommendation from the Parks Advisory Committee re: 50-acre regional park project; continue discussion regarding Planning Commission recommendation regarding a request to surplus a pedestrian walkway at approximately 2580 S. Allison Way; continue discussion regarding proposed rewrite of Syracuse City alcoholic beverage regulations (second reading); receive a report from Parks and Recreation Director regarding modified Heritage Days celebration; and discuss City Council Rules of Order and Procedure and Planning Commission Bylaws pertaining to the receipt of anonymous public comments.

Report from Parks and Recreation Director regarding modified Heritage Days celebration

Parks and Recreation Director Robinson this year the City held its first – and hopefully last – Syracuse Virtual Heritage Days. The events were held between June 22 and June 28 and included the following activities:

- Monday-Friday: Historical Syracuse City Scavenger Hunt
- Monday: Pitch, Hit and Run and Jr. Home Run Derby

- Tuesday: Facebook Live BINGO
- Wednesday: Antelope Island Tour of Garr Ranch
- Thursday: Chalk Art Contest
- Friday: Syracuse Got Talent
- Saturday: Keys to the City
  - Phillip Gooch
  - Larry Spencer
  - Craig Henderson
  - Brent Jones

She thanked three local businesses that sponsored Heritage Days: Russon Mortuary, J & J Nursery and American First Credit Union. She then reviewed attachments provided in the meeting packet, including the virtual Heritage Days flyer, scavenger hunt brochure, advertisement of the Junior Home Run Derby and Pitch, Hit, and Run winners, and the advertisement of the Chalk Art Contest winners. She noted that while she hopes it is never necessary to organize a virtual Heritage Days celebration in the future, she and her staff have learned of some modifications that can be made to many events that are part of Heritage Days in order to increase participation by those that may not be able to attend or participate in person. The Mayor and Council thanked Ms. Robinson for being so innovative and giving Syracuse residents a reason to celebrate during these times.

Continued discussion of proposed rezone from Agriculture A-1 to Mixed Use (MU) zone for property located at approximately 817 W. 1700 S.

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

Location:	817 W. 1700 S. (East of Smith's)
Current Zoning:	A-1
General Plan:	Commercial (allows MXD, GC, PO, or NS)
Acres:	5.29

Applicant Nate Swain with Blacksmith Development is proposing a rezone to Mixed Use.

Please consider the following items

- The proposed change is consistent with the General Plan Map
- Concept plans and building elevations have been submitted with application as required.
- Zoning map amendments are subject to but not limited to the approval standards found in ordinance 10.20.070(E) (see attached staff analysis)
- Planning Commission reviewed the project and held a public hearing on December 3rd. After much opposition was expressed by the neighbors to the south, the project was tabled for further discussion. On December 17, the discussion resumed and concerns about impacts to neighbors, buffering, traffic, utilities, schools, crime, and circulation were explored. The PC voted 5-2 to forward a recommendation for conditional approval to CC. The condition was that the north entrance onto Antelope drive be straightened out to more easily accommodate a fire apparatus. Since that meeting, the applicant has worked with the fire department to design an acceptable entrance configuration. See attached plan (1-22-20 submittal)
- This item has been on hold since January 28, 2020 while the MXD ordinance was amended. The MXD ordinance amendment was finalized on June 9th, 2020. The applicant would like to now resume consideration of his application.

The memo concluded the goal of tonight's discussion is to determine if more discussion is needed in another work session or if it can be forwarded to the next business meeting agenda.

Mr. Steele reviewed his memo and facilitated discussion among the Council regarding the plan that has been submitted, but noted the applicant has submitted an amended plan today that was not included in the Council's meeting packet. There was a focus on site access, traffic patterns, and ingress/egress points; adjustments to building setbacks in the project; expansion of the commercial component of the project; orientation of commercial buildings and associated on-site parking; walkability of the community; timing of the development of the commercial aspect of the project; and roof-line design aesthetics and addressing the concerns expressed by adjacent property owners regarding building heights.

The Council concluded to direct Mr. Swain to adjust his plan according to the feedback provided tonight and resubmit for continued discussion during the July 28 work session meeting.

Recommendation from Parks Advisory Committee re:

50-acre regional park project.

A staff memo from the City Manager explained that in February, the City received public input via a public survey on the design of the 50-acre park to be located at 2000 West and Gentile Street. The City Council tasked the Parks Advisory Committee with examining the survey results and devise some options on funding the park, and advise the Council of any suggested changes to the design. The Park Advisory Committee voted to recommend that the City start with a park funding survey, in order to establish the residents' willingness to contribute to the park in the form of a bond election. After the survey, the Committee would like to use the results to formulate a funding plan for the park. The City contracted with FlashVote to provide a survey service in order to enhance the amount of public input, and provide it in a way that has statistic validity. The intent of the survey service is to give the Council data as part of their decision making, not to override the Council's decision making. The results of the funding survey were received in June 2020. The Parks Advisory Committee reviewed the results of the survey and discussed it at their June 30 meeting. The PAC recommends the following approach to funding the 50-acre park:

- The results of the survey indicated that the limit of the citizens' support for a bond was around a $72/year increase in property taxes, which we think would yield approximately $10 million. The estimate for the park project is around $30 million. It is assumed that the City will have an estimated ~$5million cash on hand, plus private funding and grants would be sought to help fund the park.
- Currently the City has about an $8 million balance left on its MBA bond, which was used for construction of some City facilities including the fire station. This bond has an approximate annual payment of $1million, and is set to retire in 2028.
- The PAC's recommendation is to pass a 20-yr general obligation bond that "re-finances" the current MBA Bond in order to lower the annual payments, thereby allowing the City to use existing budgeted monies to borrow enough funds to substantially complete the park.
- Here is how that would work budgetarily: by paying off the MBA bond with the GO Bond, the City essentially refinances the MBA bond over the next 20 years, thereby reducing the annual payment from $1milllion down to about $500k per year.

- With a $72/year tax increase from citizens (which was the estimated limit that residents are willing to approve), the City would be able to bond for $10 million. But with the savings from the MBA bond refinance, the City would actually bond up to $26 million. The "refinance" of the MBA bond would use the City's existing $1million/year budget for bond payments to cover the payment for the MBA bond ($500k/year) plus borrow an additional $8million for the park ($500k/year). So, it would look like this:

  20 Year GO Bond Coverage

  $10 million – Paid for by bond election (~$630k per year)

  $8 million – Paid for by savings of MBA "refi" (~$500k/year)

  $8 million – Paid for by existing debt budget (~$500k per year)

  Total Bond: $26 million

The memo concluded the purpose of this discussion item is to do the following:

1. Consider the recommendation provided by the PAC.
2. Discuss and provide direction to Administration on the Council's direction regarding the park. Specifically, whether to place a proposal on the ballot for a bond election, and if so, for how much (an 'up to' amount).

Mr. Bovero reviewed his staff report and facilitated discussion among the Council regarding the financial implications of the proposed bond action. Councilmember Maughan stated he wants to build the park, but he is not confident that a bond action will receive support from the voters at this time. Councilmember Savage stated he is also nervous about voter support for the bond; if the results of the election are 51 to 49 in opposition to the bond, it would be difficult for the City to proceed with the project or come back again next year to again seek support for a bond. Councilmember Maughan stated he would like to work on private fundraising efforts before going to the residents for support of a bond; he would like to assemble a small group of people that could serve as a taskforce assigned with securing private funding for the project. If the City is able to raise a significant amount of money through private fundraising, that will go a long way with the voters who are being asked to weigh in on a bond. This led to discussion and debate among the Council regarding whether to call a special bond election this year or pursue private fund raising now and schedule a bond election in 2021. There was a focus on the impact COVID-19 will have on the outcome of an election held in 2020 compared to the influence a municipal election campaign could have on the results in 2021.

Mayor Gailey polled the City Council regarding whether to call a special election this year; Councilmembers Bolduc, Bingham, Teague, and Savage indicated the points raised by Councilmember Maughan are valid and the outcome of an election in 2020 may not be in support of bond issuance for the project.

Mayor Gailey then polled the Council regarding their support for the financing options recommended by the PAC; the majority communicated support for a combined refinance of existing debt and extension. Councilmember Maughan stated he feels the strategy is very creative and could benefit the City, but he is not comfortable approving the extension of debt until the Council understands how much money can be raised privately to support the project. Councilmember Savage stated he supports the idea of creating a task force charged with private fund raising for the project. Mr. Bovero asked if there is a minimum fundraising amount the Council would like to see before submitting the ballot question to the public next year. The Council agreed it is not necessary to declare a target number so long as there is a concerted effort at raising funds. Mayor Gailey stated he would like to see the City aim to raise one-third of the money needed to fund the project.

Continued discussion regarding Planning Commission recommendation regarding a request to surplus a pedestrian walkway at approximately 2580 S. Allison.

A staff memo from the Community and Economic Development (CED) Department explained Arce Nacario, the owner of the home south of the pedestrian walkway located at approximately 2580 South Allison Way has approached the city requesting to put up a 6' vinyl privacy fence along the south edge of the walkway. However, Ordinance 8.15.010(D) says:

> *"(2) Fencing is not required, however if fencing is installed next to the trail it is required to be chain link or 50 percent open rail/slat vinyl. An additional six inches of concrete is required on each side of the walkway to embed the base of the fencing posts. All other non-open fencing must be offset 10 feet from the trail."*

None of the fencing options allowed by ordinance were desired by the homeowner. Planning Commission held a public hearing and considered the following options on June 2, 2020.

1. Amend ordinance 8.15.010(D) pertaining to fencing adjacent to pedestrian walkways

2. Surplus the walkway land which would then initiate the city surplus land policy which requires the land to go to bid for purchase by adjacent landowners.
3. Do nothing, requiring the homeowner to follow existing ordinances.

During the public hearing portion of the meeting, many residents requested that the walkway remain in place as it is a valuable asset to them and expressed desire to amend the ordinance to allow the fence to be installed by the owner. After the public hearing, Planning Commission unanimously recommended to City Council to amend the ordinance rather than sell the walkway.

CED Director Steele reviewed the staff memo and facilitated discussion among the Council regarding the options available to them at this time. The Council debated whether the walkway is still needed and should be preserved for the neighborhood; they determined it should be preserved, but they wished to respond to Mr. Nacario's request to adjust his fencing to increase privacy in his own yard.

Mayor Gailey polled the Council regarding whether they desire to declare the property as surplus. Councilmember Savage indicated he is willing to surplus it and offer it for sale. Councilmember Bolduc indicated that if the neighbor is willing to work with the City and Mr. Nacario, she is willing to surplus the property; but, if an agreement can be reached regarding changes to the fencing, she does not want to surplus. Councilmember Bingham agreed. Councilmember Maughan indicated he is willing to surplus the property. Councilmember Teague agreed with Councilmember Bolduc. Mayor Gailey directed Mr. Steele to approach the neighboring property owner to the north of Mr. Nacario to determine if he will allow his fence to be removed, the walkway can stay. Mr. Steele stated that would also require an ordinance amendment. The Council indicated they will consider an ordinance amendment so long as the length of walkway that can be bordered by solid fencing is limited. Councilmember Bolduc suggested that language be included in the ordinance to require that the majority of the walkway be visible from the street. This would prevent creation of an alleyway by allowing solid fencing alongside a walkway; the Council indicated the maximum length of solid fencing along a walkway should be 50-feet.

Continued discussion regarding proposed rewrite of Syracuse City alcoholic beverage regulations (second reading).

A staff memo from the City Attorney explained the City Council reviewed the Alcohol Code for a first read during the June work session meeting. Changes since that date are limited to giving consent for manufacturing and liquor warehousing. The following items outline the goals of this discussion:

1. Discuss specific concerns with the draft.
2. Place item on future business agenda, if Council is ready to proceed.

Mr. Roberts reviewed his staff memo.

Councilmember Maughan asked why the City would be prohibiting bars and taverns. Mr. Roberts stated that is a policy decision for the Council to make. Councilmember Maughan stated that he would prefer to list them as an allowed use, but such a use may fail in the City due a lack of interest. Councilmember Savage stated he would prefer to maintain the prohibition of bars and taverns; if alcohol sales are allowed, he would rather the consumer buy alcohol at a retailer and then take it to their home to drink it. There was a brief philosophical discussion about whether to list bars and taverns as an allowed or disallowed use; the Mayor concluded that debate can continue during the business meeting and he directed staff to include an action item on the next business meeting agenda regarding this matter.

Discussion regarding City Council Rules of Order and Procedure and Planning Commission Bylaws pertaining to the receipt of anonymous public comments.

A staff memo from the City Attorney explained the draft amendments to the City Council Rules of Order and Procedure and Planning Commission Bylaws include substantially similar modifications. Procedures and standards for written comments are established, to help fairly administer such matters. Anonymous comments are prohibited from being accepted into the record or read in by staff. The draft language is based entirely upon foreseeable issues, and is subject to change by the Council in all respects. The following items outline the goals of this discussion:

1. Determine the rules that govern written comments submitted for consideration during a public meeting.
2. Place on future work session for further examination, or on a business meeting if Council is ready to proceed.

Mr. Roberts reviewed the staff memo and summarized the amendments to the rules documents that were included in the meeting packet. The Council debated whether to impose time limits on written comments, ultimately concluded it would be best to uphold the three-minute rule for written or live public comments. The also concluded to include an item on the August 11 business meeting agenda to allow for a vote on the amendments.

The meeting adjourned at 9:54 p.m.

_____ _____

Mike Gailey
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Syracuse City Council Work Session Meeting, July 28, 2020

Minutes of the Work Session of the Syracuse City Council held on July 28, 2020 at 6:00 p.m., held virtually via Zoom, meeting ID 898 4351 2656, and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. Pursuant to written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to infections and potentially dangerous nature of Infectious Disease COVID-19 Novel Coronavirus.

DRAFT

Present: Councilmembers: Lisa W. Bingham
Corinne N. Bolduc
Dave Maughan
Jordan Savage
W. Seth Teague

Mayor Mike Gailey
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Administrative Services Director Steve Marshall
City Attorney Paul Roberts
Police Chief Garret Atkin
Fire Chief Aaron Byington
Parks and Recreation Director Kresta Robinson
Community and Economic Development Director Noah Steele
City Engineer Brian Bloemen
Administrative Intern Brittany Morgan

The purpose of the Work Session was to revisit matter of funding 50-acre park project; consideration of scheduling special election regarding bonding for the project; continue discussion regarding UTOPIA internet service options for Syracuse City; discussion use of Board of Adjustments or Administrative Hearing Officer for the purpose of considering variance requests; discuss the following planning items:

1. Continued discussion: request to surplus a pedestrian walkway at approximately 2580 S. Allison Way or potential amendment of City Ordinance 8.15.010(D).
2. Continued discussion of proposed rezone from Agriculture A-1 to Mixed Use (MU) zone for property located at approximately 817 W. 1700 S
3. Continued discussion of proposed rezone from A-1 to Planned Residential Development (PRD) for property located at approximately 2750 South Bluff Road, approving the submitted Preliminary Plat, and approving the execution of a Development Agreement to govern the property.
4. Planning Commission recommendation regarding General Plan amendment and zone change for property at 3500 West 1700 South, R-1 (single family residential) to Neighborhood Services.
5. Application for Preliminary Plat Approval, Grayson Ridge West, located at approximately 2050 S. Doral Drive.

6. Planning Commission recommendation of denial regarding petition to amend Section 10.90.020 of the Syracuse City Code pertaining to the General Commercial zoning designation of the City.
7. Planning Commission recommendation to create storage unit zoning designation.

Discuss Administration's proposed utilization of Coronavirus Aid, Relief, and Economic Security (CARES) Act funding; discuss proposed amendments to Fiscal Year (FY) 2020-2021 Wage Scale; discuss final budget proposal and preparation for Truth in Taxation Hearing scheduled for August 11, 2020; participate in Follow-up discussion regarding Fraud Risk Assessment/Review; and discuss future agenda items/Council announcements.

Councilmember Maughan provided a thought responsive to the present social issues receiving attention across the nation, after which he provided an invocation. Councilmember Bolduc led the audience in the Pledge of Allegiance.

Public comment

Mayor Gailey stated that tonight's meeting agenda provided instructions for residents to email their public comments to City Recorder Brown by 5:00 p.m. tonight in order for them to be read into the record of the meeting. He asked Ms. Brown to read the written public comments into the record.

Genette Spangler wrote: I am a resident of Syracuse in the Miller Springs neighborhood. My husband and I are fully against the proposed change of the 3.96 acres from residential to be used as a storage shed facility. We purchased this house 7 years ago because it was an up and coming neighborhood and not zoned for commercial use. We love the community of neighbors that has been built here. Thru discussions with our neighbors, it has become obvious to us that there are 2 houses bordering the property that want to extend their backyard onto at least a portion of the property in question. In order to do that, they must have an additional income to pay for it, and I feel are requesting our neighborhood to lose this part of our residential acreage for their own gain. We've been informed that it will be an "upper class" storage unit with a 10-foot wall and trees. In our travels throughout the world while serving in the United States Navy, we've never seen a single storage facility that we would consider upper class. They are, in essence, big cinder block buildings with little to no curb appeal. Another thing we would like to bring up is the fact that this proposal isn't for our community. Houses in our neighborhood are selling for upwards of a half a million dollars or more. We are not the ones that will be utilizing these storage units but we will be the ones who have to look at them constantly. Something that has been brought up as a "positive" of rezoning this area was suggesting that storage units would be highly more desirable than a gas station. This is nothing more than a scare tactic and distraction as this property is already residential and can't have a gas station built upon it without further consideration. This agenda has, I feel, divided our neighborhood excessively thru no purpose other than financial gain for 2 of our neighbors as well as a personal acreage gain of a third. We should all not be forced to pay the price and be expected to

live with the consequences for the benefit of those 3. Please contact me if you would like to discuss this further. Respectfully, David and Gennette Spangler.

Melanie Hawkes wrote: Thank you for taking the time to hear my concerns! I appreciate the time and service that you give to making Syracuse a great place for all of us to live. My name is Melanie Hawkes and I live in the Miller Springs subdivision. My address is 1862 S. 3720 W. As I am sure you are aware, two of my neighbors along with their business partners have proposed a 4-acre parcel of land off of Antelope Drive be rezoned to allow for a storage unit complex to be built. This requires a change in the city's Master Plan. I am deeply opposed to this project and it has caused some concerning contention in our neighborhood and community. Here are a few of my reasons:

1. Allowing residential land to be purchased at a residential price, in this case approximately $375,000 and then rezoned for commercial use sets a precedent. A current parcel of land of a comparable size near Walmart is currently zoned commercially and listed at a purchase price of $1.1 million-nearly 3 times what this land will be purchased for. Why would future developers purchase property in Syracuse already zoned commercially if they are able to buy residential land at a cheaper price and rezone it for commercial use? There is not a shortage of available commercial property in our city at this time. This land has never been listed for sale and although those wishing to develop it claim there are no other viable options, no one else has been allowed to consider any. At this price and in this area this land and home may easily be sold for continued residential use.
2. When we built our home nearly 9 years ago, we built in an area that was zoned residential. That land still is and is SURROUNDED by residential property on all sides. As per city building code we had to spend extra money to add masonry to our home following city codes requiring home builders to maintain a certain level aesthetic of a home in this area. I would expect those high standards to be applied to block commercial development from now becoming the gateway to our subdivision.
3. Upon following this process through the planning commission meetings, we learned of a possible development of storage units that is being considered on property in the Walmart parking lot. Granted I understand that they are a different type. From what I heard, it sounded like the planning commission was more favorably considering this development. Do we really need two different storage unit complexes so close together-less than 2 miles apart? We have also learned that this type of small business development does not offer additional tax revenue for the city or add jobs. It seems like a development that will only benefit a few and serves as a detriment and a disappointment to the remaining community members.

Please consider denying this request to change the master plan unnecessarily and allow a few to benefit at the cost of everyone else. Thank you, Melanie Hawkes.

Amanda Yardley wrote: My name is Amanda Yardley and I live at 1747 S 3660 W Syracuse, UT 84075.I would like to voice my opposition to the storage sheds on Antelope Drive. I grew up in Syracuse, have worked in Syracuse and have loved Syracuse for as long as I can remember. Which is why I brought my family back here to raise in 2007. I have watched Syracuse grow into the great city that it is now. I know change is always certain. I'm sure all of the concerns about safety and the economic impact storage units will bring to the community have already been voiced. I just want to remind the city of the great master plan that has been created for our city, which does not include a commercial zone surrounded by residential homes. I know that this master plan is a living breathing document, that can be changed, but I also believe that we need to stick with the plan that was created long before Greg Day and Josh Hughes decided to purchase the property for the proposed storage sheds. Please keep our city great and let these storage sheds be built where it is already zoned for such a project.

Kristin Stewart wrote: Hello my name is Kristin Stewart. I am writing to you in support of the storage unit project. I have lived in Syracuse for 20 years. Building a local storage unit in Syracuse City would be helpful for many in transitional circumstances. Creating a safe location to store valuables with easy access is valuable for many. Please consider my support as I value our city and neighborhood. Feel free to contact me with any questions. Kristin Stewart

Tanica Middaugh wrote: We are in support of a storage unit being put on the south side of Antelope and west of 3000, we believe Josh Hughes is the person working toward making this project happen. We think it would be beneficial to the neighborhood to have a storage unit there. It would be convenient to have one closer to our homes. It might help reduce some of thefts that have been happening around Syracuse if people had a safe place to lock up their belongings. Thank you for your time. Morgan and Tanica Middaugh

Lisa Jones wrote: Hi Cassie! I was told I could email you about my opinion of the storage units. I AM FOR THEM!!!! I think they make the most sense out of any other option. I definitely don’t want apartments, gas station, grab and go type stores. A storage unit complex with security cameras, gated fence and tall trees would be great! I also would think there would be way less traffic having that there than anything else and less traffic on Antelope is a good thing. I hope that you will take my opinion into consideration and of course do what’s best for our community. Thanks, Lisa Jones

Stephen Yardley wrote: My name is Stephen Yardley, I live at 1747 S 3660 W Syracuse, Ut 84075.
Which is in the neighborhood of Buffalo Point Elementary School. I would like to voice my opposition to the rezoning of the proposed property on Antelope Drive from R-1 to commercial. One of the arguments for the rezoning has been that storage units would be more desirable than other commercial entities that could be put there. It is not currently in the city plan to be commercial. It seems that bringing one business into this area would lead to other businesses coming as well. It is my fear that the neighbors directly to the East, West and across the street North would feel the adverse effects of this type of business and would eventually leave and sell their property, which in turn would lead to more

rezoning and businesses in this area that was supposed to be residential. We have lived in our home for almost 10 years and love the area and want to stay, because it is a residential area and not too close to commercial or industrial zones. Rezoning this would be an invitation for other types of commercial development that I believe do not belong next to an elementary school which has a high percentage of children that walk to and from in front of proposed property and could pose a danger to the children. This may also cause more problems on Antelope with traffic. There is no turning lane, and already suffers a lot of congestion during school hours. Please do not change the nature of our community by forcing the changes that rezoning will ultimately cause. Sincerely, Stephen Yardley

Carley Wilcox wrote: We live on Mills Lane in Syracuse just south of where storage units are proposed to being built. We are in support of these storage units. The proposed plans and the look and feel of these storage units make us feel that they will be a good fit for our neighborhood, and I would much rather have storage units as a neighbor than a gas station or some other commercial business. It would be great to have this land remain as open space, but we know this would be unlikely as Legacy is coming through whether we like it or not, and this land will likely be used commercially eventually. The storage units will provide a secure, quiet neighbor, and I feel like it would have much less crime potential than a lot of other commercial options. The person who is proposing these storage units lives directly behind where these storage units would be located, making me feel very confident that he is going to do everything he can to make these storage units the best neighbor possible as he lives directly in the neighborhood this would be affecting. We encourage you to look at all the benefits that these storage units can have and ask you to consider this as the best option for the land to be used as a commercial business. I would hate for this to be denied and then the land be bought up and a gas station or something similar get approved. I don't think that's what the residents resisting these units would want, but that's what's likely going to happen if these storage units don't go in because I don't think this land will be left as a field or bought up to use as residential land, at least from my understanding, that is a very expensive option. I think the storage units is the best option at this point for our neighborhood, and am in full support of Josh Hughes building these storage units as proposed. Thank you for your time and consideration, Carley Wilcox

Shelley Roberts wrote: My name is Shelley Roberts. I live at 1804 S 3720 W in Syracuse. I would like to express my gratitude to the planning commission for denying the request that storage units be put in our neighborhood. I am sure it has been communicated to both the Mayor and the City Council, that many of us are against having them near our homes and our families. I don’t want to be redundant in expressing the same concerns we all seem to have, but we truly are concerned about the potential of increased crime brought to our area, which affects the safety of our homes and our families. Article after article online talks about the hazards of storage units and the increase crime that they bring. People also have

been known to store hazardous materials in them, that could lead to worse case scenarios. We are also concerned about bringing something commercial to our area and the effects that this would have on our home values. Josh Hughes read a statement from Zion's bank, indicating that our home values would not decrease, but no one can predict consumer appeal and the effect that would have on what people would actually pay. We plan to stay in the area, but if a life change occurred, requiring us to sell our home, then this becomes a concern for us and for so many. Children walk by there and ride their bikes by that area every day, going to and from school. It only takes one novice U-Haul driver to pull in and run over or hurt one of our children. Josh Hughes also mentioned that he is having a hard time not taking this personally, but I would say to him, nothing is more personal than potentially jeopardizing the safety of one's community and family for the sake of personal gain. As one commissioner stated (not verbatim) in one of our Zoom meetings regarding this matter, when he sees this property and the history of it, he sees a promise that was made to the citizens of Syracuse to keep it residential. I know I can speak for many when I say that we are not trying to be close minded in our fight to have these storage units moved somewhere else and in no way would we not advocate on behalf of a fellow neighbor when trying to provide for his/her family, but in this case, this is simply not where they should be, for so many valid reasons. Thank you so much for your time and attention to this matter and to so many other matters that concern our wonderful city.

Grayson Wilcox wrote: a family. I hope it remains a safe place for families. I live in the cul-de-sac of Mills Lane. This cul-de-sac is directly south of the proposed storage units. I have spoken with the developer and I see the plan as a plan to keep the storage units well landscaped and looking nice. As time moves forward and this area grows and becomes an area just off the new highway(an exit as I have heard) traffic will be high and the area will become noisier than it is now. There are many commercial options for that space and of all the commercial options out there as possibilities on that land many would be much louder and likely not as well maintained as this storage units will be. One thing appreciate about the storage units is it is not a cash handling business so less of a target for armed robbery. Meaning my street is less likely to be an escape route for criminals. The developer has a vested interest in keeping that location attractive and quiet and safe. As a neighbor to this potential facility I appreciate the fact that the owner plans to maintain the landscape and safety of the facility. Me and my family will be impacted by this storage units but I believe the impact will be a positive impact. Hopefully my thoughts are worth something as a person who lives in proximity of the potential business and buildings. Many will agree and some will disagree. I hope that the silent majority don't get overwhelmed by the louder groups that really are smaller in numbers but louder in their outcry for this to not happen. The benefits to the city are taxes and a quiet neighbor with a well-maintained yard. Thanks for listening to a concerned citizen and neighbor to the facility. Those are my 2 cents worth of thoughts on the matter.

Charise Hughes wrote: I am writing in regard to the storage unit project proposed on Antelope Drive and 3500 West. I am completely baffled by the contention surrounding this project. If we have extra time and energy to fight things, there are much bigger problems to fight for. Let's focus our efforts fighting for our civil liberties, fighting for better education, fighting for freedom of religion, fighting for equality and fighting this pandemic. Storage units are no threat to anyone personally, or their family, friends, health, or religion. I think our founding fathers would roll over in their graves if they foresaw a time that we would have to beg permission to use our own property the way we would like. Should someone 3, 4 or 5 streets over be able to tell someone how to use their property and if they can start a small business or not? As citizens, we need to show more trust in our neighbors and in our city representatives and more respect for their time. Public hearings and public comment should be used to bring forward unique and unknown information vital to their decision, not to gripe about traffic on a major street, or simply complain... that is just a waste of time for our planning commission, city council, staff and Mayor. These people were elected to these positions for a reason. We voted them in because we trust them to make good decisions for us and our growing city. Our job as citizens is to give them vital information and then support them and respect their decisions, popular or not. Change is inevitable and most of us would not be living here if there was never land use changes made. For the naysayers, you can rest assured that if you ever want to start a small business, improve your backyard, or otherwise improve your life, the Hughes family will be here to support you, encourage you and help you however we can... we wish you'd do the same. Let's band together to show love and kindness to one another and fight for issues that really matter in this world.

Steve Jensen wrote: My name is Steve Jensen, I live at 842 West 1840 South, Over the last six months or so it seems to me that the Planning Commission and the City Council have been trying to figure out a way to let the developer build three story apartments. Despite the outcry of the community you continue to amend, adjust, and modify the mixed-use guidelines to accommodate the developer. You have heard the citizens express their concerns over the traffic problems that this project will create on 1000 West, Antelope Drive, and Bluff Ridge. A major concern that I have is that three story apartments do not fit in the city's overall plan. In the material presented to the Council to consider it says: “Townhomes are another acceptable option but should be limited to locations along arterial roads and major intersections. Townhomes are generally preferred over apartments. Apartments could be an appropriate use if located adjacent to existing commercial, along state highways, or near the West Davis Corridor interchanges. Attached housing is not wanted unless it is well designed to match the architecture and building height of surrounding development.” Just look around, where do you see two- or three-story structures in this area? Three story apartments are going to stick out like a sore thumb next to Smiths, the liquor store, and tin building used as a gym. Progress is moving forward and changes will occur. I hope you will not allow three story apartments in the middle of this part of the city.

Wendy Semrow wrote: I share 240 feet of the property line to the south. I know that many people have mentioned that they would like this property to stay residential. I have heard many different options of what might go there if it remains residential zoning and have had time to consider those. For 21 years I grew up with my house's driveway facing an extremely busy road--the same layout as the Mills property is. I have witnessed (and personally experienced) many close calls and dangerous situations on that road, which is why I have chosen to raise my 6 kids in a cul-de-sac "safer" environment than what I grew up with. I will briefly explain why I am opposed to the property staying residential:

1. Fixing up the property well enough to meet city codes and either selling it or renting it out as a single house simply will not cover the bank payment for the land.
2. If a cul-de-sac is considered for 5-7 homes to be built, the lots become extremely pricey yet very undesirable for noise, traffic and safety reasons. Unfortunately, I've seen how many times my kids blow through our own cul-de-sac stop sign into the road. If that were to happen to this new cul-de-sac even once, the ending result could be devastating! We also heard from previous meetings that Mr. Hughes has talked with several realtors and developers which all refuse to touch that property because of the location and cost. That should be a big concern that the city council needs to consider.
3. If the city prefers to zone it to medium or high residential, this could mean condos, townhomes, or apartments. I am completely against all of those in my backyard! I have also lived in apartments and they bring with them their own share of loud noise, crime, and disrespectful behaviors. To me, that particular option places my 6 kids in danger way beyond the secured and gated storage units. This option also puts many more children exposed to the dangers of Antelope Drive, not to mention all the extra traffic for all of us.

As someone who has lived their whole childhood on a busy road, I don't think Antelope Drive is a good or safe location to be placing brand new homes on. My hope is that the city council will consider the negative consequences of leaving the property residential—and vote to rezone the property to neighborhood services.

Melanie Palmer wrote: My name is Melanie Palmer, and I'm a Syracuse resident at 1807 South Mills Lane (3475 West). My family and I completely support the proposal to build a storage unit center on Antelope just to the north of our residence. We understand this will be a high-quality operation that will be very well-maintained. We give our full support to this project and those involved in its construction.

Lonnie Weston wrote: I am writing this email to express by opposition to the proposed rezoning of the Lloyd Mills property located at 3445 W 1700 S, Syracuse Utah. I was approached by the developer (Josh Hughes) about the proposed rezoning of the property. Josh stated that Syracuse City was interested in rezoning this property to commercial in order to add

more businesses in the area. Josh presented an idea of developing the area into storage shed, this he said would be much less evasive then the proposed property the city would place there. Josh then requested I sign a document stating support for the addition of storage sheds to the proposed property (which I do not support). The current property is zoned as R1, Low Density, single family dwellings. The neighborhood to the South of this property is zoned as R1, Low density, single family dwellings. Across the street, to the south I understand the property is zoned as medium density family dwellings. The proposal to change the city general plan to rezone this one property does not make sense. I have not seen a general city plan where a homestead is rezoned commercial in the center of family low density, single family dwellings. To my knowledge no significant event has occurred to make the city change their general plan. The only event is the passing of Lloyd Mills (though sad it should not drive a city to change their general plan) and the desire of neighbors to profit from his property. Likewise, placing a business, even a storage shed, right in the middle of a family neighborhood is detrimental to that neighborhood. I request that you reject the proposal of Greg Day and Joshua Hughes, to rezone the Lloyd Mill property for the building of storage sheds. There are other areas already zoned commercial that will accommodate their proposed storage sheds.

Shane Minor wrote: I would like to make it known to those who will be looking at the rezoning of the property in question, that I am for rezoning this to commercial. Thank you for your consideration.

Curtis Roberts wrote: My wife, myself, and our 4 kids live at 1804 S 3720 W in Syracuse. We have participated in the couple previously held Zoom meetings with the Planning Commission regarding the Major Conditional Use Permit for Storage Units on 3.95 acres at approx. 3500 W. 1700 S. After communicating with several of my friendly neighbors (15+ families), all families have objected to the proposal to construct storage units on this land. I've created a rough overlay outlining the current properties (lower Cul-de-sac is Mr. Hughes' street) along with as many as (7) low density residential properties (similar to Mr. Hughes' recent development of a couple years ago) which could be developed on the property in question. As can be plainly seen, the property could easily accommodate at least (7) low density properties. The previous comments by Mr. Hughes regarding the low profitability were without detail and only highlighted the apparent greed in pursuing the storage unit option at an expense to our neighborhoods great feel and the surrounding families' property values. To be believable, I'd be interested in seeing the cost and profitability details of Mr. Hughes' street and how that compares with the potential low-density residential development of the 3.95 acres in question. If developing this property as low density residential is not attractive/profitable as currently zoned, I recommend an appropriate exit to the contract to purchase the property or lower your profitability expectations. If the desire to develop and build a storage unit business is strong, I suggest pursuing one of many properties throughout Syracuse already zoned for Commercial use.



None of my neighbors are interested in having storage units injected into our low-density residential neighborhood because of the probable increase in crime that is sure to follow. There is literally nothing for the average neighbor to gain from this proposed rezoning, only a decrease in safety for our kids which will walk to and from school. I want to clearly renew and state my family's objection for the rezoning of this property. I strongly believe in making an intelligent plan and then intelligently working that plan both in my personal and professional life. I believe our city's General Plan was created after this manner by using common sense and forethought. My family, as well as dozens of my great neighbors, moved to this area of Syracuse because of the current feel and atmosphere. This is directly attributed to the low-density residential zoning and generally high level of ownership we all share and demonstrate. I am asking this council to support our city's existing General Plan by voting NO for actions that would lead to the rezoning of this property for commercial purposes. Thank you for your time and service in our community.

Amanda Weston wrote: To All Whom This May Concern: This message is in regard to the purposed rezoning of Lloyd Mills' property, located at 3445 W 1700 S Syracuse, Utah. We live in a world where one thing remains constant, change. This year has been a year to exemplify change, as we all do our best to adjust to the "The New Now." Some things that change we must accept, learn to live with, and even grow from. However, there are also some things that are not out of our control, which invite us to take courage and seek wisdom to know what is best. Social media posts have been shared with different points of view, showing a divide amongst the residents of Syracuse City. The developer has reached out to surrounding neighbors, in some cases going door to door in an effort to share and explain his endeavor. Lloyd owned much of the area surrounding his home, where it once was known as Mills farm. Now this very same area, minus the 3.95 acres left, has been transformed into neighborhoods. Lloyd loved his family, this land, this community, and wished to preserve its rich history. As this proposal is considered and voted on, may we stop and ponder our ancestors hard work and the environment

we are creating for future generations. Will choosing to rezone this property add value and leave our community better off or will it subtract value and remove an irreplaceable piece of Syracuse history? Please contemplate the variables of this equation carefully before making a final decision, that it may hold the best overall outcome for our community. I have found myself evaluating this very equation, through searching, pondering , and prayer. I have come to the conclusion that rezoning would not be in the best interest of our community.



Brooke Rowe wrote: With this property nearly in my backyard, I am confident that storage units are the best possible outcome for the land. Where it stands now as residential property, I refuse to stand by while apartments or townhomes block my view, as well as tower down on me and my family as we enjoy our time outside. Furthermore, you never know who would be moving in. There have been talk about storage units bringing drugs, gangs, and crime to our neighborhood, but apartments/townhomes could likely do the same. Also, as a mother with young children, I would never

build a home with its entry/exit being in a very small cul-de-sac &/or directly on a street where the speed limit is 45-50 mph, which is what would happen if homes were built there. I fear that homes of families with young children would not be safe living right on Antelope Drive, nor would most people choose to live on that busy street. These proposed storage units are the perfect medium between residential and commercial development. The units would limit foot traffic & traffic congestion by restricting access to only certain times of the day; be well-maintained and watched over by the owners, who live within walking distance of the units; and keep our city beautiful, as well as positively impact our community and neighboring property values.

Jake Barben wrote: This email is in regard to the proposal for storage unit development at 3500 W. and 1700 S. We currently live in the neighborhood just south of this property, adjacent to Buffalo Point Elementary and would like to be counted with those who are opposed to this development. From our standpoint, we would just challenge you to consider a couple things:

1. What benefit will another storage unit really provide to our city and the community that surrounds it?
    a. There are several existing storage properties up and down Antelope with current vacancy. In addition, more proposals coming in for even more storage units on properties appropriately zones for them. Why rezone this property to force ANOTHER storage unit? The developer of this property wants it as a backyard neighbor which is understandable, but how does that benefit the greater city members?
    b. If we continue to rezone to commercial property west of Bluff road, might we challenge you to consider opportunities that create a fiscally fluid opportunity? Revenue generated by storage units generally stops with the investors. Sure, there are taxes, but it won't create jobs for our community, and it won't put dollars back into circulation within our city. This seems like a real dead-end decision that is expensive and difficult to reverse. Please think fiscally on these things, and follow the veins of benefit to the community that live here.

In conclusion, we're begging our City Council and our City Planners to strategically consider proposals like this with forethought for the future. We moved to Syracuse 9 years ago from a city that failed to apply this strategy during their developmental stages and they are paying the price today along with their residents. This property has only been considered by one developer; it has not been advertised for sale publicly yet. We are not convinced that storage units are the best use of this property long term. Thanks for your time, and service to our community.

Mayor Gailey then invited Zoom participants to make public comments.

Arce Nacario stated that since the Council's last work session meeting on July 14, he has been thinking about his request regarding the walkway that borders his property and the City's fencing regulations. He also spoke with his neighbor,

who was also approached by the City regarding removal of his fence to support his ability to install a privacy fence along the walkway. He stated his neighbor is very upset about the issue and he wants to try to repair that situation; he would prefer that the Council change their direction and he invited the Mayor and anyone else from the City to come and meet with him and his neighbor in person to discuss the matter further.

Revisit matter of funding 50-acre park project; consideration of scheduling special election regarding bonding for the project.

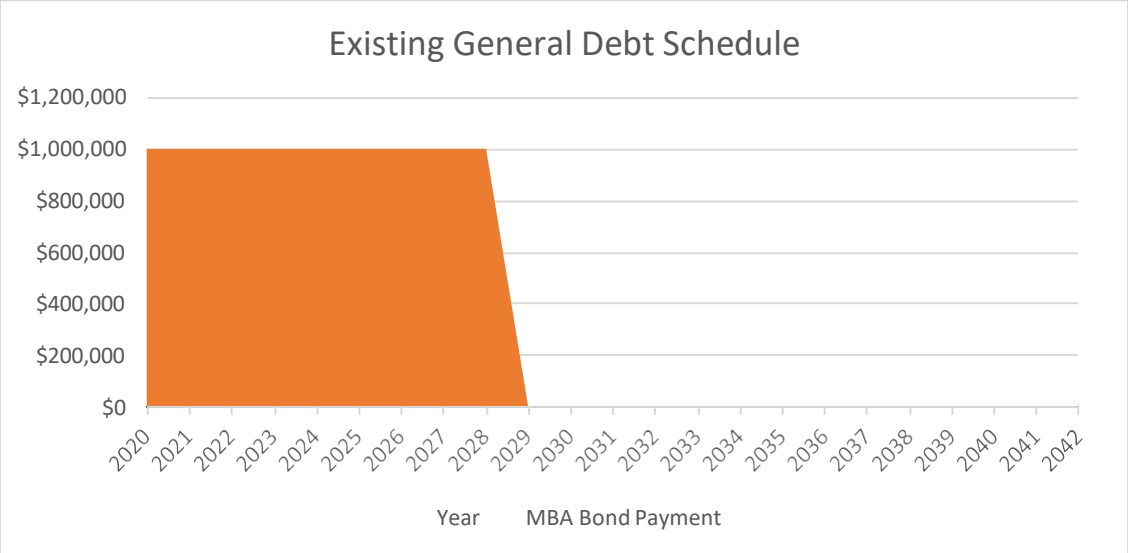
Mayor Gailey stated that he has added this item to the agenda after a development in the last week; the Davis School District has decided not to hold a special election this November regarding bonding for school facilities. He has spoken to each Councilmember individually about this issue to determine if they would be willing to reconsider the decision regarding whether to submit a ballot question to the voters this November for a bond for the 50-acre regional park. He invited City Manager Bovero to provide an introduction for the item.

Mr. Bovero reviewed his staff memo, which was included in an amended packet for the meeting. At the previous City Council meeting, a consensus decision was made to delay the bond election for the regional park until 2021. Since that meeting, the City has learned that the Davis County School District is planning to also hold a bond election in 2021. Since this is a change in circumstance, the Administration felt it was worth discussing with the Council to see if that changes the outlook. For the Council's convenience, a review of the financial recommendation from the Park Advisory Committee is included in this memo.

Existing General Debt Schedule

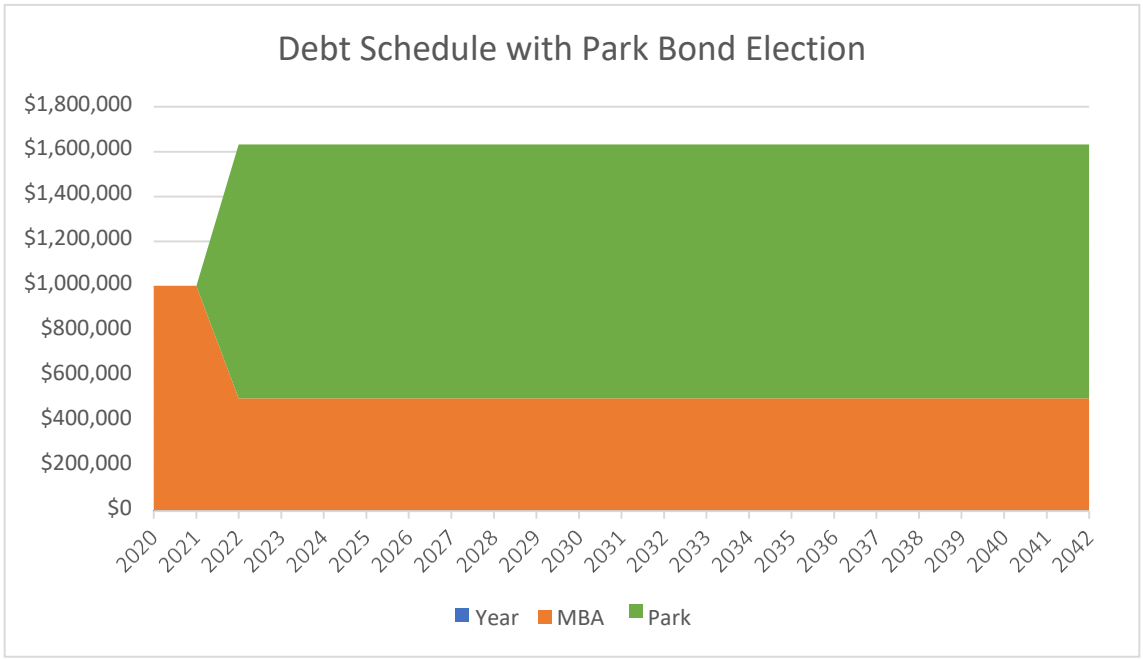
- Below is a graph showing the existing debt schedule for the City's general fund, which includes:
    - o Approximate $1 million annual payment.
    - o Bond retirement scheduled for the year 2028.

- Bond is through the City's MBA, for municipal buildings.



Bond Election with MBA Bond Refinance

- Below is a graph showing the combined debt schedule if the park bond were placed on the ballot, and pass. It includes:
  - MBA bond payment at approximately $500k per year.
  - Park bond payment at approximately $1.13 Million per year
  - Bond retirement scheduled for the year 2042.
- This graph will look similar whether the bond is passed in 2021 or 2022, assuming no major changes in interest rates or expected construction inflation.
- This graph assumes approximately $7 million is raised in private funding, and the actual cost of construction is $30 million.
- In either year, the City would have at least 1 year, and more, to fundraise through private donations before issuing the actual debt.



Weighing the Options

Any decision involves risk. Below is a list of risks involved with placing the bond election on the 2020 ballot vs the 2021 ballot.

- Risks of 2020 Ballot
    - Lack of ability to use committed private funding as a selling point to the public.
    - National election issue risk- voting can be affected by national issues during a presidential election.
    - Pandemic risk: voting can be affected by the current pandemic.
- Risks of 2021 Ballot
    - Construction inflation risk: Cost of construction could escalate. A market collapse could also lower construction costs.
    - Interest rate risk: Interest rates could rise. They could also fall but are currently at historic lows.
    - Lack of ability to use committed public funding as a selling point to donors.
    - Election Turn-Out Risk: the 2021 election will likely have different turnout, typically lower.
    - Municipal Election Risk: park bond could get tied up in local election issues.
    - Bond Election Competition Risk: the park bond could be competing with the school district bond in the same year for the same tax dollars that voters are willing to approve.
    - Other Issues: Foreseeable but non-quantified issues, such as paramedic funding, may complicate the bond election.

The following items outline the goals of this discussion:

1. Review the updated information surrounding the park bond issue.
2. Provide direction to administration if any change is desired from the Council's previous consensus.

Mr. Bovero facilitated discussion among the Council regarding the content included in his staff memo. Mayor Gailey polled the Council regarding whether they would like to uphold the decision they made during the last discussion of this matter or if they would like to proceed with scheduling a special election to submit a ballot proposition for a bond. Councilmember Maughan stated he believes a bond initiative will fail if it is submitted to the voters this year and then it will be difficult to go back to the voters next year asking for the to support it again. The rest of the Council debated this concept, but several members communicated their desire to proceed with the election this year because there will be higher turnout this year than next. Councilmember Savage stated that if the issue is going to be submitted to voters this year it is necessary to create a sub committee dedicated at educating the City regarding the issue and another group that will be charged with

pursuing private fund raising. Mayor Gailey agreed and asked that Councilmembers provide him with their suggestions for individuals that should serve on those groups.

Continued discussion regarding UTOPIA internet service options for Syracuse City.

A staff memo from the City Manager explained the Mayor and City Council have received requests from residents to look into UTOPIA as an option for highspeed fiber to the home in Syracuse. Based on that feedback, members of the Council have requested that we use a survey to find out more from citizens. The City contracted with FlashVote to provide a survey service in order to enhance the amount of public input, and provide it in a way that has stronger statistic validity. The intent of the survey service is to give the Council data as part of their decision making, not to override the Council's decision making. It is proposed that the goals of the survey include the following:

- Find out if residents would be supportive of the City partnered with UTOPIA to provide a high-speed fiber network throughout the entire City.
- Find out if enough residents would sign up in order to make the installation of UTOPIA financially feasible.
- Find out if there are specific areas of the City that have higher or lower levels of support.

Syracuse City is interested in resident feedback on high-speed internet options in the City. Your response will be used by the City to evaluate the level of support there may be for the City doing more to improve the broadband internet options in the city. Providing your address is optional, but important in determining what areas of the City have higher/lower demand. Thank you for your participation in this survey.

1. How would you rate the overall quality of your current internet service?
    a. Terrible
    b. Bad

c. Ok

d. Good

e. Excellent

f. Not sure

2. How would you rate the overall price that you pay for internet service, related to the value you receive?

a. Price is very expensive for very bad speeds/service

b. Price is a little too expensive and not very good speed/service

c. Price is fair, and speed/service is just ok

d. Price is pretty good, and speed/service is pretty good

e. Price is great, and speed/service is great

3. UTOPIA is a high-speed broadband service that partners with cities to make high-speed internet available to all residents. The use of UTOPIA is not required by the City. Residents retain the option to choose their own internet provider.

UTOPIA and the City could partner to install highspeed fiber so it is available to every home in Syracuse. The monthly service is paid for by subscribers to UTOPIA. The City does not incur any cost of installing the fiber unless a sufficient number of subscribers do not sign up. If that occurs, the City would issue a loan to UTOPIA to cover the remainder of the installation cost. The loan would be paid back over time by UTOPIA.

Are you supportive of the City pursuing a partnership similar to that described above, in order to provide a highspeed fiber network to the entire City?

a. Yes

b. No

c. Not sure

4. Please explain or elaborate on why you answered the way you did on the previous question. (optional)

5. If the following fiber broadband options were available from UTOPIA services, what would you sign up for, if any?
    a. $65 for 250 Mbps download / 250 Mbps upload
    b. $78 for 1 Gbps download / 1 Gbps upload
    c. $229 for 10 Gbps download / 10 Gbps upload
    d. None - I would keep my current service
    e. Other (please specify)
    f. Not sure
6. What is your street address (optional). (Alternatively, which area of Syracuse do you live in?) - Map with area numbers provided -
    a. Area 1
    b. Area 2
    c. Area 3
    d. Area 4
    e. Area 5
    f. I do not live in Syracuse

The memo concluded the goals of the discussion are to review the goals and the proposed questions of the survey ad provide direction to staff on any changes to the goals or questions in the survey.

Mr. Bovero reviewed his staff memo and solicited feedback from the Council regarding any adjustments that should be made to the survey questions. Councilmembers offered suggested wording adjustments to clearly convey that UTOPIA is simply infrastructure for various internet companies that can provide service to households. Councilmember Maughan suggested that the City be divided into four equal quadrants for the purposes of gauging the areas of the City that currently have access to good service and the areas that do not and may be willing to pay for UTOPIA.

Mr. Bovero stated that if more discussion is needed, he can provide adjustments to the questions at another work session meeting. The Council indicated they are comfortable proceeding with the survey with minor adjustments to the questions as suggested.

Discussion regarding use of Board of Adjustments or Administrative Hearing Officer for the purpose of considering variance requests.

A staff memo from the City Attorney explained the Mayor has requested that the Council consider the establishment of an administrative hearing officer (AHO) to consider variance requests. AHO's could also hear multiple other administrative matters, including many appeal. The goal of this discussion is to determine whether to draft an ordinance establishing and governing an administrative hearing officer.

The City has maintained a Board of Adjustment via ordinance for decades. Periodically, the Board has been understaffed due to resignations, lack of applications, or term expirations. The Board of five has two vacancies due to resignation and term expiration. Prior to filling these positions, the Mayor has sought the Council's input on whether the time has come to discontinue the Board of Adjustment and appoint an Administrative Hearing Officer to consider variances.

Prior to 2005, state law required every municipality to maintain a Board of Adjustment. However, state law now permits cities to appoint any appeal authority they wish to hear requests for variances, with some restrictions. Thus, a City may retain the Board of Adjustment, if it wishes, which many Utah cities have done. Others have moved to the Administrative Hearing Officer model. And some have selected other appeal authorities. Whichever direction the Council follows, we will be in good company.

The Board of Adjustment fills a specific niche of considering variance requests. The decision is purely administrative, and is required to be based on specific statutory requirements and upheld by substantial evidence. In other words, the Board's responsibility is to apply the law to the facts in a fair and impartial manner. They are subject to review by

the district court, should their decision deviate from this standard, and are reviewed under a less-deferential standard than legislative decisions, but are not subject to de novo review.

Pros and Cons of BOA & AHO

BOA Pros: Proponents of Boards of Adjustment focus on their being drawn from the surrounding community and preserving local control. Local residents are in the best position, they argue, to make factual findings regarding individual lots and will know whether the proposed variance will have a disparate impact on the community has a whole. It also fosters community engagement by having local residents serve on a volunteer board and take part in a decision-making process. Additionally, they are not compensated for their time, which should make applying for variance more affordable.

BOA Cons: Opponents of Boards of Adjustment usually point to the Board's lack of legal training and cast doubt on whether they can make legal determinations fairly for all applicants. There have been accusations in other communities of favoritism toward locals and hostility toward developers. Or they may make a decision based on whether they personally like the proposal, rather than by strictly applying the facts to the law (essentially treating the issue as a legislative one rather than administrative). It can be difficult to maintain a trained and experienced Board of Adjustment, due to the infrequency of their meetings.

AHO Pros: Administrative Hearing Officers are often law-trained, which means they have experience in applying law to a specific factual situation. Although a City could require that they reside in their jurisdiction, they can also come from outside the City, thus removing some allegations of bias or favoritism toward an applicant or class of applicants. As they are law-trained, they do not require specific training regarding issues such as due process, variance requirements, or land use issues. They often have experience in evidentiary hearings and can draft legal orders at the conclusion of their hearings. Having a single individual serve as the appeal authority in such matters can make scheduling hearings more feasible, particularly if a specific day or week of the month is set for hearings on a routine basis.

AHO Cons: Opponents of Administrative Hearing Officers turn those advantages on their heads. They may accuse an AHO of being out-of-touch with the local populace, either on account of their legal training or from living outside the city.

Or they may put more trust in a collaborative decision made by several individuals instead of a decision by a single individual. They are ordinarily compensated for their time, increasing the overall cost of the process to the applicant.

Additional Areas an AHO could function

City code is riddled with appeals from administrative decisions. Such appeals are rare, but as the City continues to grow, the likelihood of appeals increases.

This chart includes a list of administrative functions which could be filled by an AHO:

Administrative Function	**Currently Filled By**	**City Code Reference**
Gov't records requests	Mayor	2.40.060
Variances	Board of Adjustment	3.15.010
Employee appeals	Employee Appeals Board	3.30.010
Sidewalk/Road cut permit	City Council	4.05.170
Water shut-off due to waste	City Council	4.25.130
Cemetery sexton decisions	City Council	4.30.120
Parks trespass notices	City Manager	4.35.065
Business license actions	City Council	5.15.050
Alcohol license actions	City Council (under new proposed ordinance)	5.20.530 (draft)
SOB licenses	City Council	5.25.120
Door-to-door solicitor license	City Council	5.30.160
Code enforcement citations	Justice Court (AHO authorized)	6.05.110
Code enforcement abatements	Justice Court (AHO authorized)	6.15.050
Animal control actions	Justice Court (No AHO authorized)	6.35.010
Fire marshal orders	Board of Appeals (currently un-constituted)	7.05.030 (IFC Appx. A)
Cost recovery for fires	Hearing Officer	7.35.030
Public works inspections	None	8.35.020
Floodplain determinations	City Council	9.20.090
CED administrative decisions	City Council or Board of Adjustment	10.20.140
Minor conditional uses	Planning Commission	10.20.140
Non-conforming use determinations	City Council	10.20.140
ADA accommodations requests	AHO	10.20.115
Parking ticket appeals	Justice Court	11.20.040
Contract bid appeals	None	13.30.010
Impact fee adjustments	City Council	13.55.140

There are three areas in which an AHO has already been authorized to be appointed and act – code enforcement, appeals from fire department cost recovery decisions and ADA reasonable accommodation appeals in the land use context. If an ADA appeal or cost-recovery appeal arose, the City would need to hastily find and appoint a hearing officer. Code

enforcement utilizes the justice court only in the case of a very recalcitrant offender, with most being accomplished by courtesy notices and non-appealed abatement notices. Many of the administrative appeals are heard by the City Council; but it is often wise to have administrative matters removed from areas where lobbying and political influence are expected to give sway.

Summary

The recent vacancies on the Board of Adjustment provide an opportunity to make the shift to an Administrative Hearing Officer, should the Council decide to go that route. If the Council gives the direction, then it is recommended that we meet again and determine which administrative matters you would like to transfer to the AHO and begin drafting an ordinance that addresses AHO hearings and procedures. We would also begin the search for an AHO through a request for proposals. If the Council is disinclined to acquiesce to the request, then we will stay the course.

Mr. Roberts reviewed his staff memo and facilitated discussion among the Council regarding the topic. Council discussion centered on the cost of hiring an AHO versus retaining the BOA. Several Councilmembers expressed their desire to rely upon a group of people to make an appeal decision rather than giving that authority to just one person. The Council ultimately concluded there is not a strong need for an AHO given the limited number of appeal issues the City currently handles; if the number of appeals increases dramatically in the next few years, the issue can be reconsidered.

Planning item: Continued discussion regarding Planning Commission recommendation regarding a request to surplus a pedestrian walkway at approximately 2580 S. Allison.

A staff memo from the Community and Economic Development (CED) Department explained Arce Nacario, the owner of the home south of the pedestrian walkway located at approximately 2580 South Allison Way has approached the

City requesting to put up a 6' vinyl privacy fence along the south edge of the walkway. However, Ordinance 8.15.010(D) says:

> *"(2) Fencing is not required, however if fencing is installed next to the trail it is required to be chain link or 50 percent open rail/slat vinyl. An additional six inches of concrete is required on each side of the walkway to embed the base of the fencing posts. All other non-open fencing must be offset 10 feet from the trail."*

None of the fencing options allowed by ordinance were desired by the homeowner. Planning Commission held a public hearing and considered the following options on June 2, 2020.

1. Amend ordinance 8.15.010(D) pertaining to fencing adjacent to pedestrian walkways
2. Surplus the walkway land which would then initiate the city surplus land policy which requires the land to go to bid for purchase by adjacent landowners.
3. Do nothing, requiring the homeowner to follow existing ordinances.

During the public hearing portion of the meeting, many residents requested that the walkway remain in place as it is a valuable asset to them and expressed desire to amend the ordinance to allow the fence to be installed by the owner. After the public hearing, Planning Commission unanimously recommended to City Council to amend the ordinance rather than sell the walkway.

CED Director Steele reviewed the staff memo and reminded them of the topics of discussion during the Council's last review of this matter; Council discussion centered on any liability the City assumes by allowing fencing along the walkway that could result in creating a dangerous situation for users of the walkway. There was also a focus on the costs the City would be responsible for if the decision is to adjust existing fencing along the walkway to ensure compliance with the City ordinance. Councilmember Maughan stated it is his opinion that if the City is going to retain ownership of the property upon which the walkway is located, it is necessary to ensure it safe. The Council agreed and Mr. Steele stated that he would recommend adjusting the ordinance regulating fencing adjacent to pedestrian walkways and assisting in modifying the fencing in the area to ensure compliance with the ordinance. Councilmember Savage stated he would support amending the

ordinance, but indicated that the property will then be non-compliant with the ordinance and he still supports declaring the property as surplus and disposing of it. Councilmembers Bingham and Maughan agreed. Mr. Steele reminded the Council of the public outcry the Planning Commission heard about the prospect of disposing of the property and eliminating the walkway. This led to continued discussion of the issue, after which Councilmember Bingham stated she is still willing to consider surplussing the property, but would also be willing to consider allowing the front yard fence of the adjacent property to be shortened. Councilmember Maughan stated he is supportive of disposing of the property.

Mayor Gailey polled the Council to determine whether there is support for including a discussion and action item on the next business meeting agenda regarding the proposed ordinance amendments. The Council offered their support, after which Councilmember Bolduc stated she would like to understand the costs of adjusting the existing fencing in the area to comply with the proposed ordinance amendments.

Continued discussion of proposed rezone from Agriculture A-1 to Mixed Use (MU) zone for property located at approximately 817 W. 1700 S.

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

Location:	817 W. 1700 S. (East of Smith's)
Current Zoning:	A-1
General Plan:	Commercial (allows MXD, GC, PO, or NS)
Acres:	5.29

Applicant Nate Swain with Blacksmith Development is proposing a rezone to Mixed Use.

Please consider the following items:

- The proposed change is consistent with the General Plan Map

- Concept plans and building elevations have been submitted with application as required.
- Zoning map amendments are subject to but not limited to the approval standards found in ordinance 10.20.070(E).
- Planning Commission reviewed the project and held a public hearing on December 3rd. After much opposition was expressed by the neighbors to the south, the project was tabled for further discussion. On Dec. 17, the discussion resumed and concerns about impacts to neighbors, buffering, traffic, utilities, schools, crime, and circulation were explored. The PC voted 5-2 to forward a recommendation for conditional approval to CC. The condition was that the north entrance onto Antelope drive be straightened out to more easily accommodate a fire apparatus. Since that meeting, the applicant has worked with the fire department to design an acceptable entrance configuration. See attached plan (1-22-20 submittal)
- This item has been on hold since January 28, 2020 while the MXD ordinance was amended. The MXD ordinance amendment was finalized on June 9th, 2020. The applicant would like to now resume consideration of his application.

The memo concluded the City Council reviewed this item on July 14, 2020 and asked that parking and pedestrian access for the onsite commercial be revised. The memo referenced attached updated plans that are responsive to those requests.

CED Director Steele reviewed his staff memo and facilitated Council review of the updated plans to draw their attention to the adjustments that have been made responsive to the concerns during the last review of the application. Councilmember Maughan expressed concern that amended plans were submitted by the developer after the packet for the last meeting was published and that was the reason that the item was tabled until tonight; however, those amended plans still did not get published in the packet. Mr. Steele stated the plans included in the packet for tonight's meeting are the last revision; the commercial element of the plan has been adjusted because the applicant was unsure he could complete the commercial portion of the project within a certain timeframe in order to proceed with the residential component.

Discussion and review of the Plan with the applicant, Mr. Swain, centered on the parking layout and shared parking between commercial and residential uses; ingress/egress points and traffic circulation; the layout of the residential units on the site; the types of businesses that may consider locating in the commercial area of the project; and requiring a clause in the development agreement to require the applicant to create a fund that could be used to aid in improving and maintaining property directly south of the subject property.

Mayor Gailey asked the Council if they are ready to move this item to a business meeting agenda for action. The Council offered their support for proceeding with scheduling an action item.

Planning item: Continued discussion of proposed rezone from A-1 to Planned Residential Development (PRD) for property located at approximately 2750 South Bluff Road, approving the submitted Preliminary Plat, and approving the execution of a Development Agreement to govern the property

A staff memo from the Community and Economic Development (CED) Department explained Mike Bastian with Castle Creek Homes has applied to rezone approximately 18 acres located on Bluff Road at about 2750 S. The request is to change from A-1 to PRD. The PRD zone requires that the preliminary plans be provided and approved along with the rezone application. This makes it so the city knows exactly what type of development is proposed prior to approving a rezone. These details are cemented in a development agreement signed by both parties that is also approved with the zoning.

A public hearing was held at Planning Commission on June 2nd, 2020 and was tabled because staff comments had not been addressed. There were a handful of residents from Trailside Park in attendance who expressed opposition to the

project. On June 16, the commission resumed discussion on the item and unanimously approved a motion to recommend approval to City Council.

Staff has reviewed the plans for compliance with adopted land use ordinances and reviews are included in this packet. The applicant has also conducted a geotechnical, traffic and wetland study of the site. On June 23, 2020 city council reviewed the item in their work session where debate about whether the proposal meets ordinance 10.75.040(I)(2) and (3) concerning duplicating facades and garages not being the 'major architectural feature'. The majority of council felt the item was ready for a vote. On July 14, 2020 City Council continued discussion about the townhome architecture and repeating facades. They asked the applicant to modify the front elevations to provide more variety. They offered examples such as adding garage door windows/hinges, and changing window sizes between units. As of this writing, staff has not received updated front elevations. There is, however, an updated draft development agreement.

The memo concluded the discussion tonight should be centered around whether: (a) should the land be rezoned? (is it the right place for the use, right timing, etc.); and (b) do the preliminary plans meet the city's ordinances? The decision is whether to forward this item to the next business meeting for a vote or to table for further discussion at the next work session.

Mr. Steele reviewed the staff memo and facilitated a review of the elevations for the project that have been submitted by the applicant. Mr. Bastian provide a detailed diagram of the workout station amenity that will be located alongside the trail. He also reviewed his updated elevation plan to draw the Council’s attention to the adjustments that have been made to increase the variation between buildings in the project. Council discussion centered on the design adjustments that have been made, after which the Mayor asked that staff include a discussion and action item on the next business meeting for the application.

Planning item: Planning Commission recommendation regarding General Plan amendment and zone change for

property at 3500 West 1700 South, R-1 (single family residential) to Neighborhood Services.

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

Location:	3500 W. 1700 S.
Current General Plan:	Low-Density Residential
Proposed General Plan:	Commercial
Current Zoning:	R-1 (Single-Family Residential) 2.3 units per acre-
Proposed Zoning:	Neighborhood Services
Total Site Area:	3.95 Acres

Applicant Greg Day would like to build storage units on the subject property; however, the general plan and zoning does not currently allow this use. In turn, he has requested to amend the General Plan map from Low-Density Residential to Commercial. The Commercial General Plan designation list of potential zones includes: General Commercial, Professional Office, Mixed-Use, and Neighborhood Services Zones. Storage Units are permitted in the Neighborhood Services zone as a major conditional use. The applicant has also requested to amend the Zoning Map from R-1 to Neighborhood Services which is contingent on approval of the proposed General Plan map amendment. The general process before any construction could begin on a project of this sort includes general plan/rezone, site plan review, and building permit approval.

The Planning Commission reviewed the item on June 16, 2020 and after being tabled, again on July 7, 2020. Both meetings included a lot of passionate public comment both for and against the project. The item proved to be a difficult decision for the Planning Commission with commissioners voting both for and against the project. Ultimately a split vote of 4-2 recommending denial of the project is being forwarded to City Council. Greg Day is on the Planning Commission but recused himself and was not present nor participated in discussion or voting on the item.

The memo concluded the goal of the discussion is to determine if this item is ready for a vote on the next business meeting or if it needs more discussion during the next work meeting.

CED Director Steele reviewed the staff memo and summarized the Planning Commission's deliberation regarding the application, after which Mayor Gailey invited input from the applicant.

Greg Day stated he appreciates those who have put forth thoughtful public comment as that feedback has helped him to refine his proposal to address concerns that have been expressed. He then provided a presentation aimed at clearly communicating the project that he is proposing. The design of the project has been improved to include low-profile buildings; high quality architecture and building materials; excessive landscaping to buffer between adjacent uses; and security system, including locking gates and security cameras. He stated that the project will produce approximately $51,000 in tax revenue, $30,000 of which will be dedicated to the school district annually. He reviewed a matrix evaluating the highest and best use of the project, demonstrating that a storage unit use has a very low impact on the community in terms of demand on infrastructure, though it produces a good amount of property tax. He stressed that he is a resident of the neighborhood adjacent to the project and he has a vested interest in making sure the property is well maintained, beautiful, and operated in a manner that benefits the area and the City at large. He has listened to the concerns of his neighbors regarding the potential for the project to impact their property value and he reached out to a Zion's Bank, who told him that he did not believe that the use would bring their property values down. Traffic generated by the project would product 85 percent less vehicle trips than a 16-unit development. Relative to crime, he submitted a records request to the City and found that at the three existing storage unit facilities in the community there have been no offenses in the last two years and at the other facility there has been two offenses in the last two years. Some facilities have more crime than others and that is largely related to their location. He concluded he feels this is a very low impact use for the area, but is also a good commercial fit for Antelope Drive. He discussed other optional land uses that could be located on the property according to the City's General Plan, but noted that he would like the Council to consider his request for a General Plan and zone change.

Council discussion then centered on access to the property; commercial creep into this portion of the City, which is largely residential; the potential for a shift in development trends in the area when the West Davis Corridor project is

extended through the City; impact on values of adjacent properties; and whether storage sheds is the highest and best use of the property.

Mayor Gailey directed that the item be forwarded to the business meeting agenda for August 11 for continued discussion/debate and potential action.

Planning item: Application for Preliminary Plat Approval, Grayson Ridge West, located at approximately 2050 S. Doral Drive.

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

Location:	2050 South Doral Drive
Current General Plan:	Low-Density Residential
Current Zoning:	R-1 (2.3 Units Per Acre)
Total Site Area:	19.84 Acres

The applicant Brock Loomis with J. Fisher Companies has requested approval of a 19-lot preliminary plat called Grayson Ridge West. This continues the existing Grayson Ridge development to the east. On July 13, 2020 the Board of Adjustment convened to consider a request for a variance to Syracuse City Code Section 8.15.010.(A) concerning maximum block length. The Miller Springs neighborhood to the north created a block that was almost exactly this length from 1700 South leaving the developer of the subject property to accommodate the block length limitation. The Board of Adjustment unanimously approved the variance request allowing the applicant to stub a road to the west approximately 100 feet south of the maximum block length.

The Planning Commission reviewed the item on July 21, 2020 and also held a public hearing. A unanimous vote to recommend approval is being forwarded and there were no public comments.

The memo concluded the goal of the discussion is to determine if the item is ready to be moved to a business meeting agenda for a vote or if more discussion in a work session is needed.

Mr. Steele reviewed his staff memo, after which the Council offered their support for moving the item to the consent calendar of the next business meeting agenda.

Planning item: Planning Commission recommendation of denial regarding petition to amend Section 10.90.020 of the Syracuse City Code pertaining to the General Commercial zoning designation of the City.

A staff memo from the Community and Economic Development (CED) Department explained Colby Anderson has submitted and application and paid a fee to request that the city amend the General Commercial zoning ordinance to allow for indoor storage facilities. Currently, storage facilities are permitted uses in only the industrial and neighborhood services zone. See attached for the proposed language which does have some language limiting the location and type of indoor storage facilities that would be allowed. Process for proposed land use ordinance text amendments is for Planning Commission to review, make recommendation, and hold a public hearing and then send to City Council for final approval or denial. The Planning Commission reviewed the item on July 7, 2020 and is unanimously recommending denial of this item in favor of creating a separate zone for the indoor storage use.

CED Director Steele reviewed the staff memo.

Councilmember Teague voiced his support for accepting the Planning Commission's recommendation to deny the petition and to, instead, consider a zone designed specifically for the desired use. Councilmember Bolduc agreed. Mayor Gailey asked if the entire Council supports the denial and is comfortable moving to consideration of creation of a storage unit zone, to which all Councilmembers answered yes.

Planning item: Planning Commission recommendation to create storage unit zoning designation

A staff memo from the Community and Economic Development (CED) Department explained the Planning Commission is recommending that a new zone be created just for the proposed climate-controlled storage units, rather than amending the GC zone. This idea was to prevent the storage unit from being a permitted use in already zoned GC areas. With a separate zone, the city would have complete control over which locations the use would be allowed. If the use was placed on a conditional use list in a zone, there could be tight conditions placed but the nature of conditional use is that it is considered a permitted use so long as they meet the conditions.

CED Director Steele reviewed the staff memo and referred to a draft ordinance included in the meeting packet, which has been endorsed by the Planning Commission.

Councilmember Maughan stated that it is important to him that a property designated for storage units use must have self-contained access and not be dependent upon another property for access or parking/traffic circulation. The Council debated whether language requiring self-contained access should be included in the proposed ordinance. Councilmembers Bolduc and Bingham argued that this is an issue that would be self-regulated because a business owner would not purchase a property that they could not secure access to. Councilmembers Maughan and Savage noted that is not the concern; rather, the concern is for a storage unit use to secure a cross access easement across another property, but if there is heavy loading/unloading activity occurring in that cross access that would block a customer's access to the other business, that could become very problematic and something that they City may be asked to get involved in. Mr. Steele stated he can draft language to address the concern, and the Council offered support for doing so.

City Manager Bovero suggested that rather than creating a zone specific to storage units, it would be more appropriate to list the use as a conditional use within the commercial zone. If distance restrictions are included in the condition use language, that should address the Planning Commission's concern about a large number of storage unit businesses locating in the City. Mayor Gailey asked if an overlay zone to allow storage units within an existing zone would

also be an option. City Attorney Roberts answered yes; he noted that if Mr. Bovero's suggestion is implemented, the Council should be aware that as long as a business can meet conditions specified in the ordinance, they would need to be granted approval. However, distance requirements could be included as one of the conditions. Mayor Gailey stated he will move this item forward to the next agenda for further discussion and exploration of the most appropriate way to handle this matter.

Discuss Administration's proposed utilization of Coronavirus Aid, Relief, and Economic Security (CARES) Act funding

A staff memo from the City Manager explained the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, is a $2.2 trillion economic stimulus bill passed by Congress and signed into law by President Donald Trump in March 2020 in response to the economic fallout of the COVID-19 pandemic in the United States. Part of the CARES Act funding was directed to state and local governments to combat the effects of the COVID-19 pandemic. Syracuse City is in line to receive approximately $2.7 million in CARES Act funding, divided into three waves of approximately $900k each. The money can be used for City expenses in combating COVID-19, and can be used to assist that have been impacted by the pandemic.

In order to be utilized, the CARES Act funding for the City must be spent by November 30, 2020. Davis County has put together a business assistance program that includes loans and grants available to businesses within the County. They have also asked cities to contribute to the County program, using the cities' portion of their CARES Act funding. The County's ask is to contribute 50% of the first wave of funding, which is approximately $450k for Syracuse City. That money would go into a county-wide pool to be disbursed amongst individual businesses in the county. Due to the time constraints, narrow scope for the use of the funds, and the request to contribute a portion of the funds to the County, it is imperative that the City devise a plan to use all or a portion of the available CARES Act money.

The Administration has discussed possible uses of the funding, and has held discussions with other entities to share ideas. We have also asked City Attorney Paul Roberts for a legal review of several ideas, including those proposed herein. The following proposal is prepared for the Council's consideration and discussion:

Phase 1: $900,000

1. $450,000 Davis County business assistance program.
2. $120,000 Business grant program (non-county recipients).
3. $250,000 RDA loan forgiveness.
4. $80,000 Hazard pay for public safety.

Phase II: $900,000

1. $180,000 Technology improvements for teleworking functions.
2. $100,000 Reserved for supplies, PPE, and other preventative measures for City staff and customers.
3. $200,000 Improvements to 10 City conference rooms, including Council Chambers to provide functional virtual meetings and trainings.
4. $240,000 Continued assistance for businesses impacted by COVID-19.
5. $65,000 Reserved for potential "full disinfectant" of City buildings.
6. $125,000 Firefighter/AEMT COVID prevention equipment

Phase III: $900,000

1. $ 150,000 Improve CED and administrative transactional processes to better serve public electronically.
2. $ 100,000 Hazard pay for public safety.
3. $ 650,000 Reserve for contingency or return to US Treasury.

The memo concluded the goals of the discussion are to review the proposed use of CARES Act funding received by the City and provide direction to staff on any changes to the proposed use of funds.

Councilmember Maughan asked why the City would be dedicating a portion of its CARES Act funding to Davis County. Mr. Bovero indicated the County has requested half of the first wave of funding to be pooled with monies from other

cities to be distributed County-wide to businesses that apply for assistance. A business located in a City that has dedicated half of their first wave of funding to the County will have a higher application ranking for the purposes of awarding funding. Councilmember Maughan asked if the City wouldn't be able to have a bigger impact on businesses if all Syracuse money is kept in Syracuse. Mr. Bovero answered yes, but noted that the City will still retain a great deal of CARES Act funding and Administration is proposing business assistance with the retained portion of the first wave of funding as well as future waves of funding. Councilmember Maughan stated that he is concerned that the County will be more apt to give funding to larger businesses in other cities in the County rather than to small businesses in Syracuse. Mr. Bovero noted he has been told there is $360,000 worth of applications from Syracuse businesses to the County pool. Councilmember Maughan asked if there is any way to ensure that they receive some sort of funding. Councilmember Savage suggested one way of ensuring they receive funding would be to keep the money in Syracuse. He then referenced the recommendation to forgive Redevelopment Agency (RDA) loans in the first wave of funding; he noted he would rather push that action to the second or third wave of funding and instead use the first wave to help other businesses in the City that have not already benefited from funding available to the City.

The Council then engaged in philosophical discussion and debate regarding the proposal to dedicate half of the first wave of funding to the County; there was a focus on the importance of partnering with the County and other cities in the County through this type of endeavor; and other projects or improvements that could be completed with or may be eligible for use of CARES Act funding.

Mayor Gailey provided the Council with information he has received through the Davis Council of Governments (COG) and Davis County; he is aware that half of the County's first wave of CARES Act funding has been dedicated to restocking the supplies of the Davis County Health Department. The Mayors throughout the County were supportive of dedicating half of their respective cities' CARES Act funding to the County with the understanding that it could have an impact on County-wide economic development. Many cities were also concerned about whether their staff had the ability to manage a CARES Act lending program on its own. Finally, there is a sentiment among the County that Syracuse has repeatedly opted out of partnering programs with the County and other cities and he would like to combat that sentiment.

Councilmember Savage asked if all other cities have decided to participate. Mayor Gailey stated that all cities are planning to participate to his knowledge. He reiterated that he does not believe the City has the administrative capacity to manage all of the money in the first wave; he feels the best use of half of the money is to ensure that City employees are able to work remotely and continue to provide service to residents, but he is supportive of the idea of dedicating the other half to the County. This led to continued discussion about the manner in which the County will make funding decisions and whether preference will be given to larger businesses over smaller businesses in Syracuse. Mayor Gailey stated he has been assured that the scoring criteria developed by the City will benefit smaller businesses over larger businesses. Councilmember Savage stated he is comfortable proceeding with Administration's proposal, but he would like to switch item three from phase one with item four from phase two. The Council supported that proposal.

Administrative Services Director Marshall indicated that it is important to state that the second and third phases of funding are not guaranteed; he believes the City will eventually receive them, but they are not guaranteed. Mr. Bovero noted that is why he retained $650,000 in phase three for a return of funding to the United States Treasury as it may not be possible to expend all the money on COVID related expenses.

Councilmember Teague stated that one option for expending funds would be to distribute PPE to small businesses in the City that me be in need of those supplies. Mayor Gailey stated that he has asked the local chamber of commerce to create a list of business that may be in need of those types of supplies and he will provide that list to City Administration.

Discuss proposed amendments to Fiscal Year (FY) 2020-2021 Wage Scale.

A staff memo from the Administrative Services Director explained part time street maintenance worker and environmental maintenance worker positions are added by way of a conversion from seasonal to part time. The wage scale matches the entry level position for maintenance workers. Water Crew Leader position is added. This is an advancement from the Water Maintenance Worker 3 position. The duties are to directly assist the water superintendent with the increasing

responsibilities of two water systems rapidly expanding. A benchmark is attached with the packet for the wage scale of a crew leader. Adjustment to Assistant Parks and Recreation Director is due to error in previous benchmark. Only the scale is adjusted, no wage adjustment is associated with this change. Benchmark Adjustments for the following positions, pending a tax rate adjustment in August:

Police officer III
Firefighter II
Fire Captain
Police Sergeant
Police Officer II
Firefighter III
Police Lieutenant
Park Maintenance Worker II
Fire Engineer
Deputy Fire Chief
Asst Police Chief
Police Chief
Fire Chief
Crossing Guard
Rec Site Supervisor
Event Coordinator

Follow-up discussion regarding Fraud Risk Assessment/Review.

Administrative Services Director Marshall provided an update regarding the recent fraud risk assessment and review conducted in the City; the City's updated score is 330, which falls into the low risk category. The City's score was improved from 307 to 330 by implementing new policies and doing the ethical pledge form. Information regarding the new score will be submitted to the State Auditor's Office each year; before submitting, the form must be presented to the City Council. He

concluded that this is an issue that will be reviewed with the Council each year and he will keep them apprised of improvements in the City's score.

Discussion regarding final budget proposal and preparation for Truth in Taxation Hearing scheduled for August 11, 2020.

A staff memo from the City Manager explained that prior to accepting public comment at the August 11th Truth in Taxation hearing, City Manager Brody Bovero will provide an informational presentation on the tax proposal being considered by the Council. The following is a draft slide plan for the presentation:

Presentation Slide Plan

1. An understanding of all City revenue sources
    a. Pie chart explaining how the City receives revenue
    b. Distinguish sources from taxpayer's vs other sources
2. Explanation of how property taxes work in Utah
    a. Understand how property taxes automatically move, even without Council action.
3. Explanation of how, without Council action, inflation erodes the City's capability to provide services.
    a. Compare inflation impact of 2010 vs 2020
    b. Explain that property tax from new growth is design to serve new growth, not cover inflation for the entire City.
4. Explanation of where your entire property tax bill goes.
    a. Understand that vast majority of tax bill goes to places other than the City.
    b. Understand the amount an average home in Syracuse pays in property taxes to the City.
5. Gain perspective on the total property tax obligation from the City

a. Compare property taxes to cost of other consumer or utility goods, such as cable/internet, cell phones, etc.

6. Explain the tax proposal.
    a. Outline the issues, needs, and goals the City will address with the additional revenue.
7. Explain the financial side of the tax proposal.
    a. Outline the rate change.
    b. Outline the amount of revenue to be received by the City.
    c. Outline the estimated additional payment required from the average residence in Syracuse.
8. Explain some of the outstanding issues that the City is facing, which will not be addressed due to the City's concern for moderating the tax burden of citizens.
    a. Emphasize the care and concern the Council has for minimizing taxes on citizens.
9. Understand the City's tax rate versus other Davis County cities.
    a. Emphasize the value citizens receive with lower tax rates and quality services.
    b. Dispel myths about Syracuse taxes being relatively high.
10. Q and A

Truth in Taxation Process

As required by Utah Code Annotated 10-6-113, the governing body shall establish the time and place of a public hearing to consider its adoption and shall order that notice of the public hearing be published at least seven days prior to the public hearing. This requirement has been met since the City Council adopted the tentative budget on May 12th and set a public hearing on June 9, 2020 to consider adoption of the final budget. As required by Utah Code Annotated 10-6-118, "before the last June 22 of each fiscal period, or, **in the case of a property tax increase under Sections 59-2-919 through 59-2-923, before August 17 of the year for which a property tax increase is proposed**, the governing body shall by resolution or ordinance adopt a budget for the ensuing fiscal period for each fund for which a budget is required under this chapter. A copy of the final budget for each fund shall be certified by the budget officer and filed with the state auditor within

30 days after adoption." The Council is considering a truth in taxation process and raising property taxes by $220,000 to fund two firefighters moving to full-time status ~$150,000. The council is also considering benchmark adjustments in the police department ~$46,000. Finally, the council proposes to fund the additional 2.27% URS pickup for employees in public safety ~ $15,000 and conversion of seasonal position to p/t ~ $10,000 in streets. Since the Council is considering increasing the tax rate above the county certified tax rate, it is considered a tax increase under state law and requires a truth in taxation process. The council set the Truth in Taxation public hearing to August 11th to discuss increasing the tax rate. The City will be required to advertise in the newspaper once individually and once on a county combined advertisement the intent to increase taxes. This increase will be show on the property tax bills sent to all residents during late July. The tax bill will show that a TNT meeting will be held and will give a date and time of the public hearing.

Mr. Bovero reviewed his staff memo and the Council indicated there are comfortable with the proposed slide plan. Mr. Bovero then noted that the Fire Department is still encountering staffing issues even with the move to fund two firefighters moving to full-time status; the positions will likely not be filled until September, but Chief Byington is not sure that this transition will solve the issue of needing to deny vacation leave for employees because of inadequate staffing. Department leadership has come up with an idea of offering incentive pay to part-time firefighters who work close the maximum number of hours allowed while maintaining the part-time classification. This would be a one-year program that would expire next June and the only goal of the program is to incentivize part-time employees to work more hours. This would be funded using the savings associated with not paying the full-time firefighter salary from July to September.

Councilmember Maughan asked if CARES Act funding could be used to hire more firefighters or pay the part-time incentive pay. Mr. Bovero stated it would be difficult to justify that the increase is caused by COVID-19. This is a problem that existed prior to the pandemic.

Councilmember Bolduc then stated it appears the Davis County air parade will not happen; the City had decided to dedicate money ($1,000) to that activity, but since it will not be occurring, she would like for the Council to rededicate that money to the fireworks show at the Illumination Event hosted by Communities that Care. The Council discussed the proposal and whether the event will be safe for people to attend. Councilmember Bolduc stated that the Davis County Health

Department has offered their support for the safety plan that has been created for the event. The Council concluded to support rededicating the $1,000 in funding to the Illumination Event.

Discussion of future agenda items/Council announcements.

The Council discussed the timing of mixed-use development (MXD) project applications pending Council consideration, which led to a discussion regarding City policies governing the preparation and publication of each Council meeting packet. The Council asked that City deadlines regarding packet materials supporting individual applications be provided to applicants.

Each Councilmember then reported on upcoming community events.

The meeting adjourned at 10:25 p.m.

_____ _____

Mike Gailey
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

Minutes of the Syracuse City Council Truth in Taxation Meeting, August 11, 2020

Minutes of the Truth in Taxation meeting of the Syracuse City Council held on August 11, 2020 at 6:00 p.m., held virtually via Zoom, meeting ID 815 4627 6280, and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. Pursuant to written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to infections and potentially dangerous nature of Infectious Disease COVID-19 Novel Coronavirus.

Present: Councilmembers: Lisa W. Bingham
Corinne N. Bolduc
Dave Maughan
Jordan Savage
W. Seth Teague

DRAFT

Mayor Mike Gailey
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Administrative Services Director Steve Marshall
City Attorney Paul Roberts
Public Works Director Robert Whiteley
Parks and Recreation Director Kresta Robinson
Fire Chief Aaron Byington
Police Chief Garret Atkin
Community and Economic Development Director Noah Steele

1. Meeting Called to Order.

Mayor Gailey called the meeting to order at 6:00 p.m. as a special meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember. Councilmember Bingham provided an invocation and Councilmember Teague led the audience in the Pledge of Allegiance.

COUNCILMEMBER TEAGUE MOVED TO ADOPT THE AGENDA. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR.

2. Consideration of Final Budget for Fiscal Year 2020-2021. Truth in Taxation Public Hearing and consideration of Proposed Resolution R19-27 setting the certified tax rate and adopting the final budget for the Fiscal Year (FY) ending June 30, 2021.

A staff memo from the City Manager and Administrative Services Director explained that as required by Utah Code Annotated 10-6-118, "before June 22 of each fiscal period, or, in the case of a property tax increase under Sections 59-2-919 through 59-2-923, before September 1 of the year for which a property tax increase is proposed, the governing body shall by resolution or ordinance adopt a budget for the ensuing fiscal period for each fund for which a budget is required under this

chapter.“ A copy of the final budget for each fund shall be certified by the budget officer and filed with the state auditor within 30 days after adoption.”

The memo further explained the City Council is considering a truth in taxation and raising property taxes by $220,000 to fund two firefighters moving to full-time status ~$150,000. The council is also considering benchmark adjustments in the police department ~$46,000. Finally, the council proposes to fund the additional 2.27% URS pickup for employees in public safety ~ $15,000 and conversion of seasonal position to p/t ~ $10,000 in streets.

Since the Council is considering increasing the tax rate above the county certified tax rate, it is considered a tax increase under state law and requires a truth in taxation process. The council just completed a truth in taxation public hearing to discuss increasing the tax rate. The council will now need to decide to accept the proposed tax rate, accept a portion of the rate increase, or reject the rate increase and accept the certified tax rate from the county. The City advertised in the newspaper once individually and once on a county combined advertisement the intent to increase taxes. This increase shows on the property tax bills that were sent to all residents during late July. The tax bill shows that a TNT meeting will be held and gave a date and time of the public hearing.

The memo then explained that prior to accepting public comment, City Administration wished to present information regarding the intent of this hearing. The following is a slide plan for the presentation:

Presentation Slide Plan

1. An understanding of all City revenue sources
    a. Pie chart explaining how the City receives revenue
    b. Distinguish sources from taxpayer’s vs other sources
2. Explanation of how property taxes work in Utah
    a. Understand how property taxes automatically move, even without Council action.
3. Explanation of how, without Council action, inflation erodes the City’s capability to provide services.
    a. Compare inflation impact of 2010 vs 2020
    b. Explain that property tax from new growth is design to serve new growth, not cover inflation for the entire City.
4. Explanation of where your entire property tax bill goes.
    a. Understand that vast majority of tax bill goes to places other than the City.

b. Understand the amount an average home in Syracuse pays in property taxes to the City.

5. Gain perspective on the total property tax obligation from the City
    a. Compare property taxes to cost of other consumer or utility goods, such as cable/internet, cell phones, etc.
6. Explain the tax proposal.
    a. Outline the issues, needs, and goals the City will address with the additional revenue.
7. Explain the financial side of the tax proposal.
    a. Outline the rate change.
    b. Outline the amount of revenue to be received by the City.
    c. Outline the estimated additional payment required from the average residence in Syracuse.
8. Explain some of the outstanding issues that the City is facing, which will not be addressed due to the City's concern for moderating the tax burden of citizens.
    a. Emphasize the care and concern the Council has for minimizing taxes on citizens.
9. Understand the City's tax rate versus other Davis County cities.
    a. Emphasize the value citizens receive with lower tax rates and quality services.
    b. Dispel myths about Syracuse taxes being relatively high.
10. Q and A

Mr. Bovero reviewed the staff memo and used the aid of a PowerPoint presentation to provide additional information regarding the matter before the Council this evening. He noted the City's General Fund is made up of various revenue sources, including sales tax, investment earnings, grants and contributions, property taxes, franchise taxes, charges for services, and other miscellaneous revenues. He provided an illustration to communicate the manner in which the property tax changes from year to year; regardless of a change in values, the tax rate is adjusted to ensure the tax income for the City remains the same. Inflation impacts the City by making it difficult to provide the same level of service from year to year; the value of a dollar in 2020 is much less than in 2010, but new growth requires the City to provide additional services. The property tax formula is not intended to offset inflation. He then provided a pie chart illustrating the manner in which a resident's total property tax paid is divided among the various taxing entities; the portion that comes to Syracuse City is 13 percent, or $305.02 per year based on the average home value of $347,000. By way of comparison, the amount a household pays for annual average City property

tax is much less than their average annual cell phone bill ($1,368) or their cable/internet bill ($1.284). He then discussed the prioritized list of items that will be funded with the additional tax revenue, if the tax increase is approves:

- $150,000 for 2 additional full-time firefighter/AEMTs (wages, benefits, uniform, etc.).
- $15,000 needed to cover additional retirement contribution for Tier II public safety employees (SB 129).
- $46,000 Wage Competitiveness Adjustments in Police, Fire, and Parks & Rec Departments.
- $10,000 Convert Seasonal Streets position to regular part-time

Without the proposed property tax rate adjustment, the City's rate would drop from 0.001512 to 0.001467. The proposal to adjust the rate upwards to 0.001593 would generate an approximate $220,000 in additional revenue; this equates to $18.21 per year or $1.52 per month for the average residence. Ongoing needs not addressed by this proposal include construction of a Parks Maintenance Facility; West Davis Corridor betterments; development of a Traffic Safety Unit in the Police Department; increase staffing in the Fire Department/Emergency Medical Services (EMS); park improvements; park development; and street repaving projects. Mr. Bovero concluded his presentation by providing a chart comparing the City's tax rate with tax rates in surrounding communities; Kaysville, West Point, Clearfield, and Fruit Heights are also holding truth in taxation hearings to consider a tax increase.

Mayor Gailey opened the public hearing at 6:40 p.m. He stated that tonight's meeting agenda provided instructions for residents to email their public comments to City Recorder Brown by 5:00 p.m. tonight in order for them to be read into the record of the meeting. He asked Ms. Brown to read the written public comments into the record.

Robert W. Bolster wrote: I own the property at 1901 W. 2250 S., Syracuse. Recently I received the notice of re-assessment, up 2 % from last year , from the Davis County Assessor's Office. My rents are off about 20 percent because of the COVID-19 pandemic, so I requested that my property tax not be raised above last year's level until things return to normal. Last year the taxes were $9,288.85. Shairise Bills, Confidential Administrative Assistant to the Clerk/ Auditor for Davis County, directed me to speak with you regarding the actual tax which would be applied to my property. So that is what I am doing. Please let me know whether Syracuse can hold off raising my property tax until next year or until things get back to normal .

Mayor Gailey then invited in-person public comments.

Kaye Volk stated she understands there are people who are hurting at this time and that this tax increase may be difficult for them, but as she watched Mr. Bovero's presentation, she realized it is a very small amount for residences and she

feels it is very fair. She wished to address the need for increased revenue to fairly pay police officers; she understands that discussions about the need to retain police officers and pay higher wages started before the nationwide unrest relative to law enforcement; she believes that the proposal put before the Council tonight is a good start, but more needs to be done next year and in future years. It is important to educate people how small the tax increase actually is, but that it is being used to pay those that put their life on the line every day to protect Syracuse residents and business owners. She then thanked the Mayor and Council for their service; having served as a Councilmember herself in the past, she understands it is a thankless job.

Wayne Volk echoed the comments made by his wife; after watching Mr. Bovero's presentation and understanding the impact that the loss of R.C. Willey will have on the City, he is not sure how the City can move forward and continue to provide the same level of service. He supports the proposal to raise taxes and asked the Council to vote for it. He stated that he has been friends with Councilmembers in the past who have had to make very tough decisions; the same is true for this current City Council and he encouraged them to decide what is right and what is wrong rather than what is popular.

Linda Johnson stated she is a mother of a Syracuse Police Officer, Casey Johnson, who has 17 years of service with the Police Department. He can retire at 20 years and during his entire employment with Syracuse he has talked about how officers here are not paid as well as their counterparts in other cities and that drives many to look for employment elsewhere. As the Council makes decisions regarding the budget, she would encourage them to think about those Police Officers who take care of this City. It is important to retain quality employees in that Department.

Mayor Gailey then invited input from Zoom participants. No comments were made.

The public hearing was closed at 6:48 p.m.

Councilmember Bingham stated this is a great place to work and live and that is because of the service and dedication of City staff. She wished that economic conditions were not as they currently are so that it would be more palatable to the citizens to accept a tax increase sufficient to support increased wages for Police Officers.

Councilmember Savage agreed; he would like to do the same for all first responders of the City. However, it was too difficult to do this year because so many families in the community are struggling due to the impact that COVID-19 has had on the nation. He concluded his grateful the Council was willing to work together to reach a compromise.

Councilmember Maughan thanked Mr. Bovero for the information provided regarding the problematic State policy that prohibits a municipality from capturing increased revenues based upon inflation. The City is forced to maintain the same level of service year after year, though the value of a dollar decreases from year to year based upon this policy. He agreed with

Councilmember Savage that it was appropriate for the City to be more conservative regarding an appropriate tax increase due to the problems created by COVID-19. He also wished it were possible to fully fund the pay increases needed by City staff, but this is the most that can be done at this time.

Councilmember Teague stated he has been so impressed and proud of the effort made by Department Heads of the City to compromise and adjust their needs to develop a budget that can fund an appropriate service level. He wished more could be done as well, but he definitely supports this budget and the associated tax increase.

Councilmember Bolduc stated she also hopes it is possible to address the wage issues in the Police Department next year; she prays that the economy recovers quickly as COVID-19 is brought under control.

COUNCILMEMBER MAUGHAN MADE A MOTION TO ADOPT RESOLUTION R20-27 SETTING THE CERTIFIED TAX RATE OF 0.001593 AND ADOPTING THE FINAL BUDGET FOR THE FISCAL YEAR (FY) ENDING JUNE 30, 2021. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

At 6:57 P.M. COUNCILMEMBER MAUGHAN MADE A MOTION TO ADJOURN. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED IN FAVOR.

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Mike Gailey	Cassie Z. Brown, MMC
Mayor	City Recorder

Date approved: _____

Minutes of the Syracuse City Council Regular Meeting, August 11, 2020.

Minutes of the regular meeting of the Syracuse City Council held on August 11, 2020 at 6:00 p.m., held virtually via Zoom, meeting ID 815 4627 6280, and streamed on the Syracuse City YouTube Channel in accordance with House Bill 5002, Open and Public Meetings Act Amendments, signed into law on June 25, 2020. Pursuant to written determination by the Mayor finding that conducting the meeting with an anchor location presents a substantial risk to the health and safety of those who may be present due to infections and potentially dangerous nature of Infectious Disease COVID-19 Novel Coronavirus.

Present: Councilmembers: Lisa W. Bingham
Corinne N. Bolduc
Dave Maughan
Jordan Savage
W. Seth Teague

DRAFT

Mayor Mike Gailey
City Manager Brody Bovero
City Recorder Cassie Z. Brown

City Employees Present:
Administrative Services Director Steve Marshall
City Attorney Paul Roberts
Police Chief Garret Atkin
Fire Chief Aaron Byington
Parks and Recreation Director Kresta Robinson
Public Works Director Robert Whiteley
Community and Economic Development Director Noah Steele
Administrative Intern Brittany Morgan

1. Meeting Called to Order/Adopt Agenda

Mayor Gailey called the meeting to order at 7:05 p.m. as a regularly scheduled meeting, with notice of time, place, and agenda provided 24 hours in advance to the newspaper and each Councilmember.

COUNCILMEMBER MAUGHAN MOVED TO REMOVE ITEM SEVEN FROM THE AGENDA AND ADOPT THE AGENDA WITH THAT CHANGE. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

2. Public comment:

Mayor Gailey then invited Zoom participants to provide public comments.

Paul Watson addressed the agenda item dealing with the zone change for property located at 817 W. 1700 S. from agriculture to mixed-use in order to build an apartment building on the property. He urged the Council to vote in opposition to the zone change based upon concerns relating to traffic and the impact that the project will have on existing residential developments in the area. Also, this project is contrary to the City's General Plan; there are other areas in the City that are better suited for this type of development. He anticipates a negative impact on safety for the neighborhood if the project is approved; residents of the complex will not be able to make a left hand turn onto Antelope Drive and they will be forced to drive through residential neighborhoods to the south.

Kaye Volk stated it has just come to her attention that the Council may be considering issuing bonds for a large regional park on the south end of the City; she understands the City was given 50 acres of property as long as it would be developed in five years. If that is correct, this sounds like a windfall for the City; in regard to tournaments that would be attracted to the park, it would generate a great deal of revenue. She noted she served as a Councilmember in the past and sometimes it is necessary to make hard decisions that may not be very popular; however, down the road, the City will realize the benefit of those decisions. She stated that based upon the information she has been given at this point; she feels it is appropriate for the Council to act. She then noted that she is grateful that residents have the ability to provide public comments, but the last thing anyone wants is a government that is ruled by public outcry. Elected representatives serve all residents and sometimes they must make hard decisions that benefit the entire community, even though this may mean voting against those that are most vocal. It is important to realize that while the City may be hearing from those opposed to an issue, there are twice as many people – if not more – that would support a concept if invited to weigh in.

Wayne Volk stated that last fall he and his family fed the homeless Thanksgiving dinner at a shelter in Ogden. The Syracuse Youth Council also engaged in that same activity with their leaders. He wished to comment the City and their leaders as he was so impressed by them. He apologized for not providing this positive feedback sooner.

Rachel Page stated that she continues to provide her feedback regarding the proposed mixed-use project that will be considered tonight. She indicated she does not feel that this project is harmonious with the surrounding development, and for that reason it does not comply with the General Plan. The General Plan indicates that medium density would be appropriate for the area, but the project that has been proposed is high density and it does not fit. The General Plan also indicates there should be a focus on attracting employment opportunities for residents and that doing so would increase the daytime population. However, it is not necessary to consider an apartment complex to accomplish that goal. She also feels that mixed use projects – in the context that has been proposed thus far – fits within the City's commercial zoning designation; the majority of the mixed-use project proposed for the property near Smith's is largely residential with only a small commercial component. She then noted that her last email to the Council included a petition signed by 360 City residents urging the Council to vote against this project; she was discouraged to hear the comments of those signing the petition about the lack of faith they have in the City Council to actually represent the citizens. She urged the Council to listen and take into account the residents and their best interests. She thanked the Council for their service and the time they dedicated to their position.

Breanna Weeks stated she lives just off 1000 West; the largest concern she has regarding the proposed development at 817 W. 1700 S. relates to traffic; people will not be able to turn west out of the development and that will force them to drive

through the Smith's parking lot to get to 1000 West. This will create a hazard for pedestrians and kids walking in the area. Traffic concerns alone should be enough to give the Council pause when considering this application; this is already such a high traffic area and the infrastructure is not adequate to support such a dramatic increase in traffic.

Matt Page also addressed the application for mixed use at 817 W. 1700 S. He is a member of Letrono Cross Fit gym and he is very aware of the traffic dangers in the area and on surrounding street. There are instances where it is not possible to choose a different route to avoid the traffic; however, residents of this new project will increase the traffic and will use existing neighborhood roads to get in and out of their home. He stated that all other cities that have introduced high density housing have chosen to locate them nearer freeways and close to on and off ramps. If Syracuse City must allow this type of product, it should be located closer to where the West Davis Corridor will be constructed or along the State Road (SR) 193 corridor.

Curtis Roberts stated he sent an email with a map that he wanted provided to the entire Council and to attendees. He asked if that can be shown to the group. Mayor Gailey stated that public will not be able to share their screen during the public comment period. Mr. Roberts then stated that he will not make public comment now and ask that his email be read into the record. City Recorder Brown clarified that all of the material he submitted has been provided to the entire City Council.

Mayor Gailey then stated that tonight's meeting agenda provided instructions for residents to email their public comments to City Recorder Brown by 5:00 p.m. tonight in order for them to be read into the record of the meeting. He asked Ms. Brown to read the written public comments into the record. All written public comments were added to the City Council meeting packet, which is available at the following link: https://www.syracuseut.gov/AgendaCenter/ViewFile/Agenda/_08112020-167.

3. Approval of minutes.

The following minutes were reviewed by the City Council: Special Business Meeting and Work Session Meeting minutes of June 23, 2020.

COUNCILMEMBER BINGHAM MADE A MOTION TO APPROVE THE MINUTES LISTED ON THE AGENDA AS PRESENTED. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE.

4. Announcement from Mayor Gailey regarding Utah Clean Cities "Be Idle Free" campaign.

Mayor Gailey included in the meeting packet a flier from the www.UtahCleanCities.org website regarding the "Be Idle Free" campaign.

Mayor Gailey described the campaign, which calls for any person driving a vehicle to shut off the engine of that vehicle if they will be idling for longer than 10 seconds. He declared his support for this campaign and asked that residents comply with it.

Councilmember Savage asked that the flier be posted publicly following this meeting.

5a. Common consent: Proposed Resolution R20-28 amending the Syracuse City wage scale for Fiscal Year (FY) 2020-2021.

A staff memo from the Administrative Services Director explained part time street maintenance worker and environmental maintenance worker positions are added by way of a conversion from seasonal to part time. The wage scale matches the entry level position for maintenance workers. Water Crew Leader position is added. This is an advancement from the Water Maintenance Worker 3 position. The duties are to directly assist the water superintendent with the increasing responsibilities of two water systems rapidly expanding. A benchmark is attached with the packet for the wage scale of a crew leader. Adjustment to Assistant Parks and Recreation Director is due to error in previous benchmark. Only the scale is adjusted, no wage adjustment is associated with this change. Benchmark Adjustments for the following positions, pending a tax rate adjustment in August:

Police officer III
Firefighter II
Fire Captain
Police Sergeant
Police Officer II
Firefighter III
Police Lieutenant
Park Maintenance Worker II
Fire Engineer
Deputy Fire Chief
Asst Police Chief
Police Chief
Fire Chief
Crossing Guard
Rec Site Supervisor

Event Coordinator

COUNCILMEMBER SAVAGE MOVED TO ADOPT RESOLUTION R20-28 AMENDING THE SYRACUSE CITY WAGE SCALE FOR FISCAL YEAR (FY) 2020-2021. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

5b. Common consent: Proposed Resolution R20-29 amending the City Council Rules of Order and Procedure and the City Planning Commission Bylaws related to written public comments.

A staff memo from the City Attorney explained the draft amendments to the City Council Rules of Order and Procedure and Planning Commission Bylaws include substantially similar modifications. Procedures and standards for written comments are established, to help fairly administer such matters. Anonymous comments are prohibited from being accepted into the record or read in by staff. The draft language is based entirely upon foreseeable issues, and is subject to change by the Council in all respects. The following items outline the goals of this discussion:

1. Determine the rules that govern written comments submitted for consideration during a public meeting.
2. Place on future work session for further examination, or on a business meeting if Council is ready to proceed.

COUNCILMEMBER SAVAGE MOVED TO ADOPT RESOLUTION R20-29 AMENDING THE CITY COUNCIL RULES OF ORDER AND PROCEDURE AND THE CITY PLANNING COMMISSION BYLAWS RELATED TO WRITTEN PUBLIC COMMENTS. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

5c. Common consent: Preliminary Plat Approval, Grayson Ridge West, located at approximately 2050 S. Doral Drive.

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

Location:	2050 South Doral Drive
Current General Plan:	Low-Density Residential
Current Zoning:	R-1 (2.3 Units Per Acre)
Total Site Area:	19.84 Acres

The applicant Brock Loomis with J. Fisher Companies has requested approval of a 19-lot preliminary plat called Grayson Ridge West. This continues the existing Grayson Ridge development to the east. On July 13, 2020 the Board of Adjustment convened to consider a request for a variance to Syracuse City Code Section 8.15.010.(A) concerning maximum block length. The Miller Springs neighborhood to the north created a block that was almost exactly this length from 1700 South leaving the developer of the subject property to accommodate the block length limitation. The Board of Adjustment unanimously approved the variance request allowing the applicant to stub a road to the west approximately 100 feet south of the maximum block length.

The Planning Commission reviewed the item on July 21, 2020 and also held a public hearing. A unanimous vote to recommend approval is being forwarded and there were no public comments.

COUNCILMEMBER SAVAGE MOVED TO GRANT PRELIMINARY PLAT APPROVAL TO GRAYSON RIDGE WEST, LOCATED AT APPROXIMATELY 2050 S. DORAL DRIVE. COUNCILMEMBER BOLDUC SECONDED THE MOTION; ALL VOTED IN FAVOR.

6. Consideration for adoption of Proposed Resolution R20-30 providing for a Special Bond Election to be held on November 3, 2020, for the purpose of submitting to the qualified electors of Syracuse City, Utah a proposition regarding the issuance of not to exceed $26,000,000 General Obligation Bonds to finance all or a portion of the costs to acquire, construct, furnish and equip a park and related improvements; and related matters.

A staff memo from the City Manager explained the City is considering the construction of a fifty-acre park with multiple recreational amenities and retiring the city's MBA bonds with an outstanding balance of $7,770,000. The bond would have a maximum principal amount of $26,000,000 and a maximum of 20 years from the issuance of bond to final maturity. A portion or the proceeds would refinance the $7,770,000 of MBA bonds and the remainder of $18,230,000 would go to the construction of the regional park. The City Council will need to decide whether to approve the bond resolution that would add a special bond election to be held on the November 3, 2020 ballot. This resolution does not approve the issuance of bonds.

Mr. Bovero reviewed his staff memo and facilitated discussion among the Council regarding the implications of adopting the resolution.

Councilmember Maughan addressed the comments made by Ms. Volk during the public comment portion of the meeting; it is important to correct the statement made that the City only have five years to act to build a park on the 50-acre parcel of property that was dedicated to the City. He stated that is not correct. City Attorney Roberts stated it is correct that the agreement governing that land dedication did not provide a deadline for building the park. He noted, however, that the City does collect impact fees for construction of new parks and if those fees are not expended within a six-year time frame, they must be dedicated to another project that is included in the impact fee analysis.

Councilmember Bolduc stated that she wished to address misinformation that has been spread in the community that some Councilmembers may be acting inappropriately or in violation of election laws by meeting in secret to discuss this bonding issue. She stated that is not correct and asked that those rumors cease.

Multiple Councilmembers then voiced their reasoning for supporting scheduling a bond election in 2020, though Councilmember Maughan voiced his opposition based on his concern over citizen support of issuing bonds during a time of great economic uncertainty. Councilmember Savage acknowledged that concern, but noted that he is pleased that the Mayor has created fundraising committees that will be tasked with soliciting private donations to offset the cost of the park and the total bond amount. He noted that this moment in time is rare in that interest rates are at record lows and there is good reason to place this issue on the ballot this year. He asked that an adequate education campaign be launched to inform the voters of all issues surrounding the matter. Councilmember Savage echoed those comments. Councilmember Bolduc added that she supports placement of the bond issue on the 2020 ballot because voter turnout will be much higher this year than next year. Councilmember Maughan stated he does not believe that the City can raise a significant amount of funding now in advance of the 2020 election; if voters approve a maximum dollar amount, he believes the City will spend that maximum rather than continuing to fundraise to offset the total park cost.

Councilmember Bingham then stated that a plan has been put in place to launch a public campaign to raise funds for the project and she asked that Councilmember Maughan participate in that initiative. Councilmember Maughan stated he was contacted by Mayor Gailey who told him that if he did not support placement of the bond question on the ballot, he should not be involved in fundraising. He stated he very much wants to raise funds for the committee, but he has been prevented from doing so because he does question this bond. Councilmember Bingham stated she feels that is a personal decision Councilmember Maughan has made; Mayor Gailey provided that directive because it would be inappropriate for someone to try to raise funds for a project they do not support.

Mayor Gailey reminded the Council that the item before them tonight is to consider a resolution regarding the scheduling of a special election this November for a bond ballot initiative.

COUNCILMEMBER BINGHAM MADE A MOTION TO ADOPT RESOLUTION R20-30 PROVIDING FOR A SPECIAL BOND ELECTION TO BE HELD ON NOVEMBER 3, 2020, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF SYRACUSE CITY, UTAH A PROPOSITION REGARDING THE ISSUANCE OF NOT TO EXCEED $26,000,000 GENERAL OBLIGATION BONDS TO FINANCE ALL OR A PORTION OF THE COSTS TO ACQUIRE, CONSTRUCT, FURNISH AND EQUIP A PARK AND RELATED IMPROVEMENTS; AND RELATED MATTERS. COUNCILMEMBER TEAGUE SECONDED THE MOTION; ALL VOTED AYE, WITH THE EXCEPTION OF COUNCILMEMBER MAUGHAN, WHO VOTED IN OPPOSITION.

7. Proposed Resolution R20-31 approving ballot language for bond election issue to appear on the November 2020 ballot.

This item was removed from the agenda as the ballot language for the bond election issue was part of the action taken under item six on the agenda.

8. Proposed Ordinance 2020-14 amending Subsection 8.15.010(D) of the Syracuse City Code pertaining to pedestrian walkways.

A staff memo from the Community and Economic Development (CED) Department Director explained Arce Nacario, the owner of the home south of the pedestrian walkway located at approximately 2580 South Allison Way has approached the city requesting to put up a 6' vinyl privacy fence along the south edge of the walkway. However, Ordinance 8.15.010(D) says:

> *"(2) Fencing is not required, however if fencing is installed next to the trail it is required to be chain link or 50 percent open rail/slat vinyl. An additional six inches of concrete is required on each side of the walkway to embed the base of the fencing posts. All other non-open fencing must be offset 10 feet from the trail."*

None of the fencing options allowed by ordinance were desired by the homeowner. Planning Commission held a public hearing and considered the following options on June 2, 2020.

1. Amend ordinance 8.15.010(D) pertaining to fencing adjacent to pedestrian walkways
2. Surplus the walkway land which would then initiate the city surplus land policy which requires the land to go to bid for purchase by adjacent landowners.

3. Do nothing, requiring the homeowner to follow existing ordinances.

During the public hearing portion of the meeting, many residents requested that the walkway remain in place as it is a valuable asset to them and expressed desire to amend the ordinance to allow the fence to be installed by the owner. After the public hearing, Planning Commission unanimously recommended to City Council to amend the ordinance rather than sell the walkway.

On June 23, 2020 and July 28, 2020 City Council considered the findings of Planning Commission and the neighbors but was still concerned about allowing a 6' privacy fence on both sides of the walkway because they feared the 'dark alleyway' it would create. Council instructed staff to add language to the ordinance with a maximum 'alleyway' length of 50'. See attached. Under this proposed amendment option, in order for Arce to fence his back yard, this would force the fence along the north neighbor's south border to be removed/modified. Council asked staff to gather a cost estimate for removal of the chain-link and 'lowering' of the neighbor fence. Approximate cost is $3,660. See attached for additional detail.

CED Director Steele reviewed the staff memo and facilitated discussion among the Council regarding developments since the July 28 work session meeting. Discussion of the item commenced with Councilmember Maughan, who stated that he feels the Council already established the safest decision during their last discussion. He stated he would like to allow privacy fencing in backyards and reduced height fences in front yards for these properties abutting the walkway. He hesitates to vary from that decision, and he feels a $3,000 expenditure to improve safety of the situation is acceptable. The Council agreed. Mr. Steele stated the only issue is that the owner of property with existing fencing does not want the height of his fence to be lowered. Councilmember Maughan stated that makes the walkway less safe. The Council then debated the issue and concluded to support the ordinance amendment that has been presented, but Councilmember Savage offered a suggestion to only lower a portion of the existing fence from the sidewalk to a specified distance back of the sidewalk. Councilmember Maughan stated he would be willing to accept that modification as well as this will still preserve the regulation to provide a sight line of 50 feet along the walkway from street view.

COUNCILMEMBER SAVAGE MADE A MOTION TO ADOPT ORDINANCE 2020-14 AMENDING SUBSECTION 8.15.010(D) OF THE SYRACUSE CITY CODE PERTAINING TO PEDESTRIAN WALKWAYS, AND TO SET ASIDE MONEY IN THE CITY BUDGET TO COVER THE COST OF ADJUSTING THE HEIGHT OF A DEFINED PORTION OF EXISTING CHAIN LINK FENCE ALONG THE WALKWAY IN QUESTION. COUNCILMEMBER MAUGHAN SECONDED THE MOTION.

Mayor Gailey stated that the applicant, Arce Nacario, has asked for the opportunity to address the Council. Mr. Nacario stated that his only concern is that the fence height on his neighbor's property will be three feet from the back of the sidewalk to the front of his home. He stated that people will jump that three-foot fence to enter his neighbor's front yard. Councilmember Maughan stated there really would be no reason to do that because the sidewalk will be so close at that point and there would be no reason to pursue a shortcut. Mr. Nacario stated that kids will still jump the fence and he asked who will be responsible to pay for any damage to the fence. He stated that he would like for his neighbor to be able to maintain his fence and he is upset that he is being negatively impacted in order for Mr. Nacario to preserve his privacy in his own yard. Councilmember Teague stated that he feels the action being taken by the Council tonight is the best compromise between all desires that have been expressed. Mr. Nacario agreed, but added that the liability for all parties is not being addressed. Councilmember Maughan stated he feels the resolution is reasonable and will address the concerns that have been raised by all parties. Mayor Gailey suggested that the taller fence height in the neighboring property owner's yard be allowed. Councilmember Savage stated that he stands by his motion and he does not believe that people will jump the three-foot fence. Councilmember Maughan stated his second of the motion still stands as well.

Mayor Gailey called for a vote on the motion; ALL VOTED AYE, WITH THE EXCEPTION OF COUNCILMEMBER BINGHAM, WHO VOTED IN OPPOSITION.

9. Proposed Ordinance 2020-13 amending the Syracuse City zoning map from A-1 to Planned Residential Development (PRD) for property located at approximately 2750 South Bluff Road, approving the submitted Preliminary Plat, and approving the execution of a Development Agreement to govern the property.

A staff memo from the Community and Economic Development (CED) Department Director explained Mike Bastian with Castle Creek Homes has applied to rezone approximately 18 acres located on Bluff Road at about 2750 S. The request is to change from A-1 to PRD. The PRD zone requires that the preliminary plans be provided and approved along with the rezone application. This makes it so the city knows exactly what type of development is proposed prior to approving a rezone. These details are cemented in a development agreement signed by both parties that is also approved with the zoning. A public hearing was held at Planning Commission on June 2nd, 2020 and was tabled because staff comments had not been addressed. There were a handful of residents from Trailside Park in attendance who expressed opposition to the project. On June 16, the

commission resumed discussion on the item and unanimously approved a motion to recommend approval to City Council. Staff has reviewed the plans for compliance with adopted land use ordinances and reviews are included in this packet. The applicant has also conducted a geotechnical, traffic and wetland study of the site. On June 23, 2020 city council reviewed the item in their work session where debate about whether the proposal meets ordinance 10.75.040(I)(2) and (3) concerning duplicating facades and garages not being the 'major architectural feature'. The majority of council felt the item was ready for a vote. On July 14, 2020, the City Council continued discussion about the townhome architecture and repeating facades. They asked the applicant to modify the front elevations to provide more variety. They offered examples such as adding garage door windows/hinges, and changing window sizes between units. On July 28, 2020, the Council reviewed architectural revisions provided by the applicant that included garage door variation, window variation, and covered entry roof variation between units. The memo concluded the discussion tonight should be centered around whether the land should be rezoned (is it the right place for the use, right timing, etc.), and if the preliminary plans meet the City's ordinances. The decision is whether to approve, approve with conditions, table for further discussion, or deny the application.

Mr. Steele reviewed his staff memo and presented the updated project renderings to identify the architectural revisions and design adjustments.

COUNCILMEMBER SAVAGE MOVED TO ADOPT ORDINANCE 2020-13 AMENDING THE SYRACUSE CITY ZONING MAP FROM A-1 TO PLANNED RESIDENTIAL DEVELOPMENT (PRD) FOR PROPERTY LOCATED AT APPROXIMATELY 2750 SOUTH BLUFF ROAD, APPROVING THE SUBMITTED PRELIMINARY PLAT, AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT TO GOVERN THE PROPERTY. COUNCILMEMBER BINGHAM SECONDED THE MOTION. ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER MAUGHAN, WHO VOTED IN OPPOSITION.

10. Proposed Ordinance 2020-15 amending the Syracuse City Zoning Map from Agriculture A-1 to Mixed Use (MXD) zone for property located at approximately 817 W. 1700 S., and approving the execution of a Development Agreement to govern the property.

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

Location: 817 W. 1700 S. (East of Smith’s)

Current Zoning: A-1

General Plan: Commercial (allows MXD, GC, PO, or NS)

Acres: 5.29

Applicant Nate Swain with Blacksmith Development is proposing a rezone to Mixed Use.

Please consider the following items:

- The proposed change is consistent with the General Plan Map
- Concept plans and building elevations have been submitted with application as required.
- Zoning map amendments are subject to but not limited to the approval standards found in ordinance 10.20.070(E).
- Planning Commission reviewed the project and held a public hearing on December 3rd. After much opposition was expressed by the neighbors to the south, the project was tabled for further discussion. On Dec. 17, the discussion resumed and concerns about impacts to neighbors, buffering, traffic, utilities, schools, crime, and circulation were explored. The PC voted 5-2 to forward a recommendation for conditional approval to CC. The condition was that the north entrance onto Antelope drive be straightened out to more easily accommodate a fire apparatus. Since that meeting, the applicant has worked with the fire department to design an acceptable entrance configuration. See attached plan (1-22-20 submittal)
- This item has been on hold since January 28, 2020 while the MXD ordinance was amended. The MXD ordinance amendment was finalized on June 9th, 2020. The applicant would like to now resume consideration of his application.
- The City Council reviewed the item on July 14, 2020 and asked that parking and pedestrian access for the onsite commercial be revised. See attached for updated plans.
- The City Council reviewed the item on July 28, 2020 and discussed architecture. There were two designs, a flat roof and a pitched roof. Preference was expressed for a pitched roof. A new third design has been submitted but has some ordinance issues that need additional discussion - see attached staff review.

The memo concluded the action before the Council tonight is to either approve, approve with conditions, table, or deny this application.

Mr. Steele reviewed his staff memo. He drew the Council's attention to the plan identifying architecture adjustments requested during the Council's last review of the item; he noted that the applicant has submitted one modification to the plan

since the packet for this meeting was published. The plans were emailed to the Council yesterday; however, if they want additional time to review the documentation, it would be appropriate to table this action.

Councilmember Savage stated he is very excited about the MXD zoning designation and feels it will yield a great project; however, he wants to be sure that everyone interested in the project has the ability to review the plans that have been submitted. Additionally, there are other similar project applications moving through the City process and he would like to see all of them before approving one or all.

Councilmember Maughan noted that his concern relates to the amount of commercial space included in the plan; he would like more commercial. He understands that the application may comply with the zoning ordinance, but if that is the case, he believes the ordinance is flawed.

Mr. Steele stated that the applicant's current plan includes 4,500 square feet of commercial space, which meets the requirement of the MXD zoning ordinance.

Councilmember Savage agreed that the commercial layout in the most recent project rendering is not the best that he has seen; he sent an email to all developers pursuing MXD projects in the City to express to them the types of commercial uses he prefers, and that includes spaces with drive-through lanes and nearby parking access. Mr. Swain discussed the layout of the commercial space and indicated that the parking layout is very well suited for the one large open space that could be delineated into smaller spaces. He then noted that the draft development agreement calls for him to make a financial contribution to the Smith's project, preservation of a cross-access easement, and improvement to the property to the east of the subject property. The commercial space on this particular site is not the only commercial contribution he will be making.

Councilmember Maughan stated he would prefer to stage approval of multiple MXD projects so that the Council can learn something from each project to determine what improvements should be required for future MXD projects. He is concerned that the number of residential units included in the proposed project cannot be absorbed. Mr. Swain stated he is relying on the expertise of an experienced developer in the area who has assured him that the residential units will be absorbed as there is a great demand for this type of use. Councilmember Maughan stated that addresses his concern about the amount of residential space, but he still would rather consider the timing of the MXD projects that are being proposed; he wants to delay action on this application at this time. Councilmember Savage agreed and reiterated that it is important for the most recent plans to be publicly advertised for all individuals interested in the project.

COUNCILMEMBER SAVAGE MOVED TO TABLE ORDINANCE 2020-15 AMENDING THE SYRACUSE CITY ZONING MAP FROM AGRICULTURE A-1 TO MIXED USE (MXD) ZONE FOR PROPERTY LOCATED AT

APPROXIMATELY 817 W. 1700 S., AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT TO GOVERN THE PROPERTY. COUNCILMEMBER TEAGUE SECONDED THE MOTION.

There was a brief discussion regarding the adjustments that have been made in the plan as the Council sought to ensure they have caught all changes that have been made. Councilmember Bingham then stated that she is appreciative of the changes that Mr. Swain has made responsive to the feedback that has been provided by the Council and she supports the commercial layout that he has provided.

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

11. Proposed Ordinance 2020-16 amending the Syracuse City General Plan Map and the Zoning Map related to property located at 3500 West 1700 South, R-1 (single family residential) to Neighborhood Services

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

Location:	3500 W. 1700 S.
Current General Plan:	Low-Density Residential
Proposed General Plan:	Commercial
Current Zoning:	R-1 (Single-Family Residential) 2.3 units per acre-
Proposed Zoning:	Neighborhood Services
Total Site Area:	3.95 Acres

Applicant Greg Day would like to build storage units on the subject property; however, the general plan and zoning does not currently allow this use. In turn, he has requested to amend the General Plan map from Low-Density Residential to Commercial. The Commercial General Plan designation list of potential zones includes: General Commercial, Professional Office, Mixed-Use, and Neighborhood Services Zones. Storage Units are permitted in the Neighborhood Services zone as a major conditional use. The applicant has also requested to amend the Zoning Map from R-1 to Neighborhood Services which is contingent on approval of the proposed General Plan map amendment. The general process before any construction could begin on a project of this sort includes general plan/rezone, site plan review, and building permit approval.

The Planning Commission reviewed the item on June 16, 2020 and after being tabled, again on July 7, 2020. Both meetings included a lot of passionate public comment both for and against the project. The item proved to be a difficult decision for the Planning Commission with commissioners voting both for and against the project. Ultimately a split vote of 4-2 recommending denial of the project is being forwarded to City Council. Greg Day is on the Planning Commission but recused himself and was not present nor participated in discussion or voting on the item.

The City Council reviewed the item on July 28, 2020. There were many residents who expressed opposition during public comment as well as a few in favor of the project. Council discussed the proposal and decided it was ready for a vote.

The memo concluded the action before the Council tonight is to approve, approve with conditions, table, or deny the application.

CED Director Steele reviewed the staff memo. Council discussion regarding the application centered on the concerns expressed by residents regarding zoning designations that may be in conflict with one another in a defined area; claims that storage units will increase crime; the potential or the proposed use to negatively impact property values; and the manner in which the subject property and the surrounding area will be impacted by the West Davis Corridor project and widening of Antelope Drive in the future.

Councilmember Bingham stated she has considered the concerns that have been expressed and she stands by her previous statements that she would prefer a storage unit project as a neighbor over many other land uses that are allowed in the City.

Councilmember Teague expressed that he and his fellow Councilmembers truly do listen to the feedback they receive from residents and they carefully consider that information when weighing the pros and cons of any application.

Councilmember Maughan stated that the Council is not required to vote on this application right now; the matter an be delayed to determine whether other uses may be proposed for the property or the surrounding area. He stated that some residents are of the belief that other concepts have been considered for the property, but that is not the case and the City has the right to wait to see how development or road projects impact the area before deciding if this is truly the highest and best use of the property.

Councilmember Savage thanked the applicants for pursing a high-quality landscape plan for the project, but expressed his concern that the landscaping may not be maintained throughout the future, perhaps after the first 10 years of the business's operation. This property is located on a main thoroughfare in the City and an unattractive property could influence a visitor's opinion of the City. He stated he does not believe this is the highest and best use of the property and he likely will not support

the application. He reiterated Councilmember Teague's comments to the residents; the Council is listening to the feedback they receive. He has been called a liar and a cheat in instances when he does not agree with a resident. The Council does love to hear from the residents and would love to make everyone happy; but they should not be considered stupid when they disagree with residents. They are trying to take the best care of the City as possible and part of that includes pursuing economic development that will yield increased tax revenue.

Councilmember Bolduc stated there is commonly concern any time a property owner chooses to change their land use designation from open space to commercial in nature, but she cannot imagine the City without many of the commercial businesses that operate here. She agreed that the Council is listening to the residents and sympathizes with their concerns, but she feels the project that has been proposed will benefit the community and she will vote to support it.

Mayor Gailey invited input from the applicant. Greg Day thanked the Council for their consideration. He wished to clarify that he did apply for the neighborhood services zone, not industrial zoning as was asserted during the public comment period. He feels that this use will benefit the neighborhood and will not detract from property values.

Councilmember Teague asked Mr. Day to speak to Councilmember Savage's concerns about the maintenance of the landscaping on the site in the future. Mr. Day stated that early on he consulted with the Utah Department of Transportation (UDOT) about the reduced width of their property based upon future road widening projects and he has designed his landscaping around the plans for a 110-foot future road right of way. Landscaping on the frontage of the property will be maintained into the future.

Councilmember Bolduc asked Mr. Day if he has considered other commercial uses on the property. Mr. Day stated he has evaluated the highest and best use and tried to balance that with minimizing the impact on the adjacent neighborhood; he considered locating office space at the front of the property, but changed that plan based on feedback from residents. At this point, he would like to build a leasing office and possibly another office space that will front Antelope Drive.

COUNCILMEMBER MAUGHAN MOVED TO DENY ORDINANCE 2020-16 AMENDING THE SYRACUSE CITY GENERAL PLAN MAP AND THE ZONING MAP RELATED TO PROPERTY LOCATED AT 3500 WEST 1700 SOUTH, R-1 (SINGLE FAMILY RESIDENTIAL) TO NEIGHBORHOOD SERVICES. COUNCILMEMBER SAVAGE SECONDED THE MOTION. COUNCILMEMBES MAUGHAN AND SAVAGE VOTED IN FAVOR, WITH COUNCILMEMBERS BINGHAM, BOLDUC, AND TEAGUE VOTING IN OPPOSITION. THE MOTION FAILED ON A 3-2 VOTE.

COUNCILMEMBER BOLDUC MOVED TO ADOPT ORDINANCE 2020-16 AMENDING THE SYRACUSE CITY GENERAL PLAN MAP AND THE ZONING MAP RELATED TO PROPERTY LOCATED AT 3500 WEST 1700 SOUTH, R-1 (SINGLE FAMILY RESIDENTIAL) TO NEIGHBORHOOD SERVICES. COUNCILMEMBER TEAGUE SECONDED THE MOTION.

Councilmember Maughan stated that if the motion is to approve the zone change, the Council will not see any other application for this project. Mr. Steele stated that is correct; the site plan will be submitted to the Planning Commission for their approval. Councilmember Teague asked if the Council can place conditions on the zone change. Councilmember Maughan answered no; as long as the plan complies with the zoning regulations, the applicant can build whatever they want so long as it falls within the list of allowed uses in the neighborhood services zone. Councilmember Bolduc stated she is not concerned about the integrity of the commitments that have been made by the applicant.

City Attorney Roberts stated that the City Council can actually use a development agreement to place conditions upon the zone change. Such an agreement should occur simultaneously with a zoning change approval. This led to discussion about the types of conditions that could be included in the development agreement, after which Mr. Roberts noted that if the Council approves the zone change without a development agreement, the applicant will have vesting rights under that zone. Councilmember Bingham asked if approval of the zone change can be conditioned upon the applicant's commitment to proceed with the development plans he has provided as supporting documentation for the request. Mr. Steele stated those plans have not been reviewed for compliance with zoning ordinances; however, he believes the applicant plans to proceed as described and he likely would not object to a development agreement. Councilmember Bolduc stated she feels that delaying action on this item will further the division in the community. Mayor Gailey asked Mr. Day to speak to this issue. Mr. Day stated that he has no objection to upholding the commitments he has expressed throughout this process; what he has shown in his application materials is what he intends to build. He has no intention of shifting direction for development of the project. He agreed with Councilmember Bolduc that inaction will only make the division in his neighborhood worse.

Mayor Gailey stated there has been a motion and second to adopt the ordinance and he called for a vote; COUNCILMEMBERS BINGHAM, BOLDUC, AND TEAGUE VOTED IN FAVOR, WITH COUNCILMEMBERS MAUGHAN AND SAVAGE VOTING IN OPPOSITION. THE MOTION CARRIED ON A 3-2 VOTE.

12. Proposed Ordinance 2020-19 amending Section 10.90.020 of the Syracuse City Code pertaining to indoor storage units; and

13. Proposed Ordinance 2020-18 enacting Chapter 10.94 of the Syracuse City Municipal Code establishing a zoning designation of Climate Controlled Indoor Self-Storage Unit Zone.

Mayor Gailey grouped discussion of these two items together since both applications relate to the same matter.

A staff memo from the Community and Economic Development (CED) Department explained Colby Anderson has submitted and application and paid a fee to request that the city amend the General Commercial zoning ordinance to allow for indoor storage facilities. Currently, storage facilities are permitted uses in only the industrial and neighborhood services zone. See attached for the proposed language which does have some language limiting the location and type of indoor storage facilities that would be allowed. Process for proposed land use ordinance text amendments is for Planning Commission to review, make recommendation, and hold a public hearing and then send to City Council for final approval or denial. The Planning Commission reviewed the item on July 7, 2020 and is unanimously recommending denial of this item in favor of creating a separate zone for the indoor storage use. The City Council reviewed the item on July 28, 2020. There was discussion about moving the language from permitted uses into the conditional use section. There was not a definitive direction given whether moving to conditional use or creating a new storage unit zone would be preferred. The memo concluded the decision before the Council tonight is to approve, approve with conditions, table, or deny the application.

An additional staff memo from the Community and Economic Development (CED) Department explained the Planning Commission is recommending that a new zone be created just for the proposed climate-controlled storage units, rather than amending the GC zone. This idea was to prevent the storage unit from being a permitted use in already zoned GC areas. With a separate zone, the city would have complete control over which locations the use would be allowed. If the use was placed on a conditional use list in a zone, there could be tight conditions placed but the nature of conditional use is that it is considered a permitted use so long as they meet the conditions.

CED Director Steele reviewed the staff memos.

Councilmember Teague asked City Manager Bovero to restate the recommendation he made during the July 28 work session meeting regarding the concept of creating a new zone for one use. Mr. Bovero suggested that rather than creating a zone specific to storage units, it may be more appropriate to list the use as a conditional use within the commercial zone. If distance restrictions are included in the condition use language, that should address the Planning Commission's concern about a large number of storage unit businesses locating in the City. Mr. Steele stated that the Planning Commission supports the concept of creating a zone specific to storage units because it will give the City more control over this use. He noted that the

Council has two options before them tonight in the form of two different ordinances that have been drafted to address governance of storage units.

Council discussion centered on the differences between the two ordinance options available to the Council this evening; the demand for storage units in the City; and interest that has been expressed in development of the subject property that may differ from the storage unit use. Councilmembers Bolduc, Teague, Maughan, and Savage expressed their support for adopting an ordinance specific to storage units. Councilmember Bingham stated she can support that idea as well, but was leaning toward the first option as she does not want to be overly restrictive for just one land use. Councilmember Savage stated he does not believe storage units would be the highest and best use of most commercial properties in the City and he would prefer to adopt an ordinance that is specific to that use to provide greater control to the City.

COUNCILMEMBER MAUGHAN MOVED TO DENY ORDINANCE 2020-19 AMENDING SECTION 10.90.020 OF THE SYRACUSE CITY CODE PERTAINING TO INDOOR STORAGE UNITS. COUNCILMEMBER TEAGUE SECONDED THE MOTION. ALL VOTED IN FAVOR.

COUNCILMEMBER TEAGUE MOVED TO ADOPT ORDINANCE 2020-18 ENACTING CHAPTER 10.94 OF THE SYRACUSE CITY MUNICIPAL CODE ESTABLISHING A ZONING DESIGNATION OF CLIMATE CONTROLLED INDOOR SELF-STORAGE UNIT ZONE. COUNCILMEMBER SAVAGE SECONDED THE MOTION. ALL VOTED IN FAVOR.

14. Proposed Ordinance 2020-17 repealing Chapter 5.20, Alcoholic Beverages, of the Syracuse City Municipal Code, and enacting Chapter 5.20, Alcoholic Beverages.

A staff memo from the City Attorney explained the City's alcohol code has not been substantially revised since 2011. In December 2019, the Council gave general direction and staff began revising the code. The revisions also took into account the changes to state alcohol code passed during the 2020 Legislative Session.

The draft code has assimilated the Council's comments and is in line with current state code requirements. Duplicative sections that recite state law requirements have been removed. Instead, it defers to state code by adopting it, as it is amended by the state.

Local Consent

- As discussed in our December meeting, one of the heaviest tools that the state alcohol provides to local governments is the ability to entirely prohibit certain categories of licenses from being established in their borders. Utilizing the previous code and the Council's comments from the previous work session, the new code will have an easily referenced table of the current state licenses and permits, and will indicate whether they are permitted. The table also incorporates the caps on the number of certain types of establishments. If the Council does away with caps, then we would eliminate that column.
- An eagle-eyed reviewer may notice that there are two additional categories of licenses in this draft, which were not present for our discussion in December – arena and hospitality amenity. Those were added during the 2020 session. As they are similar to the resort and recreational licenses, I have listed them in the draft as permissible.
- Staff would like the Council to specifically consider whether a ban on liquor warehousing is necessary; the permits do not allow consumption of the liquor, and it represents a potential economic opportunity that is currently foreclosed.
- Caps exist for three types of licenses:
    - Beer Only Restaurants: 1 per 5,000 residents
    - Limited-Service Restaurants: 1 per 4,000 residents
    - Full-Service Restaurants: 1 per 4,000 residents

These caps were derived from existing city code (SMC § 5.20.180(E)). Currently, one brew restaurant is permitted for each 5,000 residents. And on-premises beer retailer/restaurant licenses were limited to one per 2,000 residents.

<u>Application Process</u>

- Those seeking to locate a regulated alcohol business must first apply for a local consent, which consent is valid for 120 days. The consent is issued by the business license official, after receiving input from the building official, fire marshal, planning department and the County Health Department. The official also verifies that the proposed location meets the proximity requirements for the type of license sought, as per state law.
- The applicant is then required to obtain the state license.
- Once licensed with the state, the applicant must return to receive a business license and alcohol license from the City. The City may rely upon a background check (which is done by the DABC when a person seeks a license), so long as it occurred within the previous 90 days.

- If a person wishes to transfer their license, they may do so, so long as the transferee passes the background check and is eligible to possess a license.

Site Requirements

- Requirements related to the site are drawn in order to avoid reasonably anticipated nuisances or dangers associated with the licensee. For instance, the lighting requirement ensures that surveillance by employees or other patrons is possible, and mitigates tripping hazards. Windows for new establishments ensure that the atmosphere is open and will discourage criminal behavior.
- A specific section addresses nuisances that might arise from patrons, such as littering or loitering in the parking lot.
- Any acts of violence occurring on the premises must be reported to police.

Enforcement

- The business license official is the primary enforcer of regulations, with support from the police department during the investigation phase.
- The draft proposes a graduated approach to discipline, with suspension occurring for first offenses, and revocation occurring for repeat offenders or serious violations. The ordinance does not call out the period of time for each suspension; the decision on the severity of the sanction will vary from case to case, and it is recommended to leave that power in the discretion of the business license official.
- Appeals from enforcement actions are heard by the City Council. This would be a full-blown evidentiary hearing with presentation of evidence and cross-examination of evidence.
- If suspension is not sought, then civil citations may be issued for minor violations.
- Criminal penalties may also be sought, with the penalty being a minimum fine of $500, and up to $1,000. Violations are class B misdemeanors. We anticipate that this would be reserved for repeat offenders or very serious violations that resulted in harm to an individual or the community.

The memo concluded this matter has been discussed by the Council over the course of two work session meetings; the only change that was made to the initial draft relates to giving consent for manufacturing and liquor warehousing.

Mr. Roberts reviewed his staff memo.

Councilmember Savage inquired as to the difference between a tavern and bar. Mr. Roberts stated that taverns can serve beer only while a bar can serve beer and hard liquor. Food sales are not required for either use.

COUNCILMEMBER TEAGUE MOVED TO ADOPT ORDINANCE 2020-17 REPEALING CHAPTER 5.20, ALCOHOLIC BEVERAGES, OF THE SYRACUSE CITY MUNICIPAL CODE, AND ENACTING CHAPTER 5.20, ALCOHOLIC BEVERAGES. COUNCILMEMBER BOLDUC SECONDED THE MOTION. ALL VOTED IN FAVOR.

15. Proposed resolution R20-32 approving an Interlocal Agreement with Davis County for business assistance grants with CARES Act funds.

A staff memo from the City Manager explained the Coronavirus Aid, Relief, and Economic Security Act, also known as the CARES Act, is a $2.2 trillion economic stimulus bill passed by Congress and signed into law by President Donald Trump in March 2020 in response to the economic fallout of the COVID-19 pandemic in the United States. Part of the CARES Act funding was directed to state and local governments to combat the effects of the COVID-19 pandemic. Syracuse City is in line to receive approximately $2.7 million in CARES Act funding, divided into three waves of approximately $900k each. The money can be used for City expenses in combating COVID-19 and can be used to assist businesses that have been impacted by the pandemic. Davis County has arranged a business assistance grant program with requested participation from cities using a portion of the municipal CARES Act money, specifically 50% of the first wave of funding. That money would go into a county-wide pool to be disbursed amongst businesses in the county. As part of the participation in the County program, businesses from Syracuse City will get priority scoring on their grant application. The memo summarized the general terms of the agreement:

- City's Obligation: The City will remit 50% of the first wave of CARES Act money to the County for the grant program (Approximately $450,000).
- County's Obligation: The CARES Act money from the City will be used solely for the purposes of the business assistance grant program. Businesses located in Syracuse City will receive priority scoring under the County's algorithm for distribution, to the same extent that other contributing municipalities' businesses will receive priority.
- CARES Grant Summary Report: At the end of the program, Davis County will provide a report showing Syracuse businesses that received grants along with the amount received by each business.

The memo concluded the action before the Council is to vote on whether to authorize the administration to execute the interlocal cooperation agreement with Davis County for the CARES Business Grant Program.

Mr. Bovero reviewed his staff memo.

Councilmember Maughan stated he is still concerned about the funding getting back to Syracuse businesses. Mr. Bovero stated that as of his last update from the County, they have received $360,000 in applications from Syracuse City businesses and the City would be contributing $450,000.

COUNCILMEMBER TEAGUE MOVED TO ADOPT RESOLUTION R20-32 APPROVING AN INTERLOCAL AGREEMENT WITH DAVIS COUNTY FOR BUSINESS ASSISTANCE GRANTS WITH CARES ACT FUNDS. COUNCILMEMBER BINGHAM SECONDED THE MOTION. ALL VOTED IN FAVOR, WITH THE EXCEPTION OF COUNCILMEMBER MAUGHAN, WHO VOTED IN FAVOR.

16. Public comment.

Mayor Gailey invited Zoom participants to provide public comments.

Matt Page stated that he would like to know how many citizens the City Council needs to hear from on a specific issue before it makes a difference or before the Council will address their concerns. He stated he does not expect a response right now, but he encouraged the Council to think about that concept and possibly respond to him later. He stated that he has participated in FlashVote surveys conducted by the City and the City is making decisions based upon 190 responses regarding certain matters. He sees a lot of contradiction regarding what is important to the City and what is not; he has been part of a survey including 400 signatures from residents regarding high density housing, yet not one Councilmember discussed those concerns during their discussion of the application for MXD at 817 W. 1700 S. Mr. Page's connection to the meeting was lost.

Paul Watson also addressed the development application for 817 W. 1700 S.; it was disheartening to see that the only discussion from the Council was focused on architectural adjustments. He has no doubt that the developer can produce a nice-looking building, but that is not what citizens are concerned about; they are concerned about safety and other big issues. He asked what the Council will do about the increase in traffic on roads that are not meant to handle that increase. Residents in this community will be commuting to other areas of their employment and they will all need access to properties to the west. Antelope Drive cannot handle that traffic and it will be forced onto surface streets nearby. He has asked the applicant these same questions and he was silent about that because he is not responsible and will not bear the burden. Rather, the citizens of the community will bear the burden and be forced to deal with the impact of the project. He urged the Council to listen to and observe the educated residents that have signed the petition regarding the requested zone change for a high-density apartment complex posing as a mixed-use development.

Mayor Gailey allowed Mr. Page to continue. Mr. Page stated that he simply wants the Council to think about what information they need or how many people they need to hear from in order for their decision to be influenced.

17. Mayor/Council announcements.

The Council and Mayor provided announcements about upcoming community events and other opportunities for public involvement. The Council also discussed requests for future agenda items.

Mayor Gailey also invited City Manager Bovero to make any necessary announcements.

At 10:44 P.M. COUNCILMEMBER TEAGUE MADE A MOTION TO ADJOURN. COUNCILMEMBER SAVAGE SECONDED THE MOTION; ALL VOTED IN FAVOR.

_____ _____

Mike Gailey
Mayor

Cassie Z. Brown, MMC
City Recorder

Date approved: _____

COUNCIL AGENDA
September 8, 2020

Agenda Item **#4a** Memorandum of Understanding with Davis Education Foundation for CARES Act funding

Background

- Any questions on this item may be directed at City Manager Brody Bovero or City Attorney Paul Roberts.

- The Davis Education Foundation (DEF) has reached out to the City regarding a proposed plan to use the City's CARES Act funds to provide grants to families in need of child care during the school year. Preliminary research indicates that Syracuse City has between 823 and 1,130 households that have a) elementary aged school children, b) no secondary school-aged children in the home, and c) all adults in the home have jobs. They have indicated that other parameters could be placed on grant recipients, such as income thresholds and documentation that the adults have jobs that are outside of the home.

- At the August work session, the Council discussed the proposal and showed support of entering into a formal arrangement.

- Attached is draft memorandum of understanding.

Summary of the MOU

- Syracuse City will provide DEF with $140,400 of CARES Act money to be used toward childcare expenses for families that qualify in order to help ensure children are taken care of while parents have to leave home to work. Due to COVID-19, the Davis County School District has created an altered school schedule that places additional hardships on these families.

- The MOU also allows for DEF to use the CARES Act money to conduct social/emotional "well checks" on Syracuse-resident students who are enrolled in 100% online schooling through the Davis County School District, who do not have access to in-person visits with counselors or teachers. This helps ensure online students do not "fall through the cracks" of the system.

- This arrangement will terminate when CARES Act funding ends, or if the school district returns to 5-day school weeks.

Action Items

Vote on whether to approve the Memorandum of Understanding with Davis Education Foundation for CARES Act funding.

Davis Education Foundation
CHILD CARE ASSISTANCE GRANT

Memorandum of Understanding

This memorandum of understanding is between Davis Education Foundation, a Utah non-profit corporation (DEF) and Syracuse City, a municipal corporation (the "City").

Provisions

1. This grant supports Syracuse City residents with pre-K/elementary students enrolled in Davis School District in defraying child care costs incurred on remote learning school days which have been imposed due to Covid-19 restrictions. The City has committed $70,200 from tranche one and $70,200 from tranche two of CARES funding to cover the cost of the grants.

2. DEF will receive grant applications, determine eligibility and disperse funds to qualified applicants.

3. If funds remain after all grant requests have been filled, DEF will contract with Davis School District family service workers to do social/emotional learning "well checks" for Syracuse resident-students who have no in-person contact with counselors or teachers due to exclusive online learning until no funds remain.

4. All funds will be dispersed by December 30, 2020, and any unused funds will be returned to the City by January 30, 2021.

5. Grant award criteria are as follows:

    a. Applicants must provide employer verification for all household parents/guardians/responsible adults that demonstrates employment away from home during elementary school hours.
    b. Applicants must provide names and student ID numbers for all students in the household enrolled in Davis School District Pre-K and elementary schools.
    c. Applicants must have no secondary school students residing in the household.
    d. Applicants must meet the household income guidelines provided in the grant application.

6. If for any reason DEF ceases to exist, funds shall be transferred back to the City. The City may authorize the transfer of the funds to another organization that accepts the terms of this MOU, at the City's discretion.

7. The CARES money used is subject to audit by state or federal authorities. As such, the City must ensure that all dollars are being distributed in accordance with the CARES act. DEF shall maintain an accounting of all expenditures of funding provided by the City, along with all documentation provided by applicants being benefitted by those funds, for at least three years following the expiration of this MOU. DEF shall allow the City to inspect the accounting and records upon five days' notice. If the City or its auditors inspect those documents, DEF may choose to redact the names and street addresses of the applicants, at DEF's discretion. This paragraph shall survive MOU termination until the expiration of the three years of record keeping.

8. This memorandum represents the complete understanding and can only be modified in writing by the mutual assent of the aforementioned parties or their legally-designated successors.

9. This memorandum shall be effective upon the date it is signed by both Parties.

10. Either party may terminate this MOU upon seven days' written notice. The MOU shall automatically

terminate under the following events, whichever occurs first: (1) upon the termination of CARES Act funding, or (2) when Davis School District returns to a five-day in-person schedule. Upon termination, any funds which have not been spent or obligated shall be returned to the City within thirty days.

11. Funds identified by the City in this MOU are subject to appropriation by the City Council. If the funds are not appropriated by the Council for any reason, DEF acknowledges that the City is under no obligation to provide funds.

12. The Parties agree to indemnify the other Party, including their officers, agents, representatives and volunteers for and from any liability, costs or expenses arising from any action, cause of action, claim for relief, demand, damages, expense, costs, fees or compensation, which are related to the Party's performance under this MOU.

13. The provisions of this MOU are for the benefit of the Parties. No third party shall have any rights under this MOU.

Signed this _____day of_____2020.

DAVIS EDUCATION FOUNDATION, INC.

_____ _____

Michael Gailey – Syracuse City Mayor Jodi Lunt – Executive Director

COUNCIL AGENDA
September 8, 2020

Agenda Item #**4b** Intercounty Automatic Aid Fire Agreement

Factual Summation

- Any question regarding this agenda item may be directed at Chief Aaron Byington.

- As fire departments within Davis and Weber counties become busier, we have begun to rely more on each other for assistance. This agreement predefines how incidents across county lines should be dispatched and managed.

Discussion Goals

The following items outline the goals of this discussion:

1. The goal is to answer any questions the council has concerning this agreement and to move this item forward to a business meeting for approval.

INTERCOUNTY AUTOMATIC AID FIRE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2020 ("effective date"), pursuant to the provisions of the Interlocal Cooperation Act, by and between **OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, **ROY CITY CORPORATION**, a municipal corporation of the State of Utah, **SOUTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah, **RIVERDALE CITY CORPORATION**, a municipal corporation of the State of Utah, **WASHINGTON TERRACE CITY**, a municipal corporation of the State of Utah, **NORTH VIEW FIRE DISTRICT**, a political subdivision of the State of Utah, and the **WEBER FIRE DISTRICT**, a political subdivision of the State of Utah, **SOUTH WEBER CITY CORPORATION**, a municipal corporation of the State of Utah, **CLINTON CITY CORPORATION**, a municipal corporation within the State of Utah, **LAYTON CITY CORPORATION**, a municipal corporation within the State of Utah, **KAYSVILLE CITY CORPORATION**, a municipal corporation within the State of Utah, **SYRACUSE CITY CORPORATION**, a municipal corporation within the State of Utah, **FARMINGTON CITY CORPORATION**, a municipal corporation within the State of Utah, **NORTH DAVIS FIRE DISTRICT**, a political subdivision of the State of Utah, **SOUTH DAVIS METRO FIRE SERVICE AREA**, a political subdivision of the State of Utah.

WITNESSETH:

WHEREAS, the parties are desirous of entering an agreement for providing automatic mutual aid for fire protection and emergency medical response among the parties; and

WHEREAS, such agreement is in furtherance of the purposes of Section 11-7-1, Utah Code Annotated, 1953, as amended; and

WHEREAS, each party desires to cooperate with and assist the other for fire protection, emergency medical response at the receipt of such an alarm where resources within their county are exhausted; and

WHEREAS, this Agreement is intended to "enhance" but not replace existing "Mutual Aid Agreements or within County Automatic Aid Agreements."

NOW, THEREFORE, it is hereby agreed:

1. Upon request from an on-scene incident for intercounty resources the 911 Public Safety Answering Point (PSAP) responsible for the incident will make the request to the neighboring County within this agreement as described by the "intercounty response plan" as determined by the fire chiefs of each participating party. Fire chiefs within each County will develop a coordinated "intercounty response plan" reviewed and approved by respective fire chiefs of each participating party within their county. Upon request from on-scene incident commander for intercounty resources, the neighboring county's' 911 PSAP will be contacted specifying intercounty resource request. Only those pre-identified resource units within the response plan will be dispatched by the neighboring county to the requesting county's incident

location. Once intercounty resources are sent by their respective 911 PSAP, while en-route, responding units will report to the requesting 911 PSAP to confirm radio communication and notification of en-route status. Once assigned to a neighboring county's incident all radio communication will occur on the requesting 911 PSAP talk groups and their status managed by the requesting 911 PSAP. Upon completion of incident assignment, release by the incident commander, neighboring county units will return to radio communication with their primary PSAP.

2. Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

a. The "Automatic Aid" fire company being requested must be currently in an "available" status.

b. The responding company must be a "pumping" apparatus of Class A engine type or "quint" style aerial device with Class A engine specifications, water tender, a NWCG classified Type 1-6 wildland fire suppression unit, an incident commander staff member and vehicle, or a state licensed medical unit either as a rescue or ambulance. Such responding company must respond with no fewer than two firefighters/EMS certified personnel on board.

c. The "Automatic Aid" fire company must respond immediately from the fire station to which they are assigned immediately upon receipt of the alarm. All such responders must ride in the emergency vehicle to the incident. None shall respond by private vehicle.

d. Dispatch will issue the following information to the responding "Automatic Aid" fire company:

i. Address of incident;
ii. Type of incident;
iii. Talk Group and 911 PSAP Assignment
iv. Incident command designation; and
v. Commander's name or unit when available.

e. All parties under this agreement will function under the Incident Command System as taught by the National Fire Academy and as practiced under Weber/Davis area local guidelines and standard operating procedures (SOP's). The responding "Automatic Aid" fire company shall report by radio to the Incident Commander or staging officer at the location to which the equipment was requested and shall be subject to the orders of that commander.

f. The responding "Automatic Aid" company shall be released by the requesting organization when the services of the "Automatic Aid" fire company are determined to not be required or when the "Automatic Aid" fire company is needed to provide protection to its own jurisdiction, such need to be the sole determination of the responding organization. This agreement is intended for

initial response only. Time commitment for the "Automatic Aid" companies shall not extend beyond eight (8) hours after initial dispatch time.

g. Assistance under this Agreement may be refused by the supervising shift officer or any of the parties if, in the supervisor's best judgment, it is determined that the party is unable to reasonably respond.

3. Each party waives all claims against the other for compensation for any loss, damage, personal injury, or death occurring because of performing this Agreement.

4. Neither party shall be reimbursed by the other party for any costs incurred pursuant to this Agreement.

5. All privileges and immunities from liability which surround the activities of any firefighting force or fire department, when performing its functions within the other party's territorial limits, shall apply to the activities of that other party's firefighting department while furnishing fire protection outside its territorial limits under this Agreement.

6. The effect of the death or injury of any firefighter, who is killed or injured while responding to an incident outside the territorial limits of the firefighter department of which the firefighter is a member and while that department is functioning pursuant to this Agreement, shall be the same as if the firefighter were killed or injured while that department was functioning within its own territorial limits, and such death or injury shall be considered to be in the line of duty.

7. There is no separate legal entity created by this Agreement to carry out its provisions; and to the extent that this Agreement requires administration other than as is set forth herein, it shall be administered by the governing bodies of the parties acting as a joint board. There shall be no real or personal property acquired jointly by the parties as a result of this Agreement.

8. This Agreement shall not relieve any party of any obligation or responsibility imposed upon any of the parties by law, except that the performance of a responding party may be offered in satisfaction of any such obligation or responsibility to the extent of actual and timely performance thereof by the responding party.

9. This Agreement shall be effective for a period of five (5) years from the effective date. Any party may terminate its obligations under this Agreement after giving thirty (30) days advance written notice of termination to the other parties. Such termination shall not modify the Agreement as between any of the remaining parties, except only to exclude the terminating parties from the obligations created herein.

10. This Agreement shall become effective as set out above provided it has been approved as appropriate by the above-mentioned parties, and in accordance with the provisions of Section 11-13-101 et seq., Utah Code Annotated, 1953, as amended. In accordance with the provisions of Section 11-13-202.5(3), this Agreement shall be submitted to the attorney authorized to represent each party for review as to proper form and compliance with applicable law before this agreement may take effect.

OGDEN CITY CORPORATION, a
Utah Municipal Corporation

By:_____
Title:_____
Date:_____

ATTEST:

_____
City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
City Attorney

ROY CITY CORPORATION, a
Utah Municipal Corporation

By:_____
Title: _____
Date: _____

ATTEST:

_____
City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
City Attorney

WEBER FIRE DISTRICT

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
Attorney for Weber Fire District

SOUTH OGDEN CITY CORPORATION, a
Utah Municipal Corporation

By: _____
Title:_____
Date: _____

ATTEST:

_____
City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
City Attorney

NORTH VIEW FIRE DISTRICT

By: _____
Title:_____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
Attorney for North View Fire District

RIVERDALE CITY, a
Utah Municipal Corporation

By: _____
Title:_____
Date: _____

ATTEST:

_____
City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
City Attorney

SOUTH WEBER CITY CORPORATION, a
Utah Municipal Corporation

By:_____
Title:_____
Date:_____

ATTEST:

_____
City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
City Attorney

CLINTON CITY CORPORATION, a
Utah Municipal Corporation

By:_____
Title: _____
Date: _____

ATTEST:

_____
City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
City Attorney

LAYTON CITY CORPORATION, a
Utah Municipal Corporation

By:_____
Title:_____
Date:_____

ATTEST:

_____
City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
City Attorney

KAYSVILLE CITY CORPORATION, a
Utah Municipal Corporation

By:_____
Title: _____
Date: _____

ATTEST:

_____
City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
City Attorney

SYRACUSE CITY CORPORATION, a
Utah Municipal Corporation

By:_____
Title:_____
Date:_____

ATTEST:

_____
City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
City Attorney

FARMINGTON CITY CORPORATION, a
Utah Municipal Corporation

By:_____
Title: _____
Date: _____

ATTEST:

_____
City Recorder

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
City Attorney

NORTH DAVIS FIRE DISTRICT

By: _____
Title:_____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
Attorney for North Davis Fire District

SOUTH DAVIS FIRE DISTRICT

By: _____
Title:_____
Date: _____

APPROVED AS TO FORM AND AS
COMPATIBLE WITH STATE LAW:

_____
Attorney for South Davis Fire District

COUNCIL AGENDA

September 8, 2020

Agenda Item **#4c** Authorize Administration to execute Interlocal Agreement with Davis County Clerk for special bond election.

Factual Summation

- On August 11, 2020, the Council adopted Resolution R20-30, scheduling a special election to allow voters to vote on the issuance of a general obligation bond for a regional park project in the City.
- Davis County is conducting the 2020 General Election and can include the ballot question on their ballot.
- This item was reviewed during the August 25 work session meeting.
- Staff proposes the execution of an interlocal agreement defining the commitments of both parties relative to conducting the special election. Any questions regarding this item can be directed at City Recorder Cassie Brown or City Attorney Paul Roberts.

INTERLOCAL COOPERATION AGREEMENT BETWEEN

SYRACUSE CITY

-AND-

DAVIS COUNTY on behalf of the COUNTY CLERK/AUDITOR

THIS AGREEMENT is made and entered into the __day of __September__, 2020, by and between SYRACUSE CITY ("City"), and DAVIS COUNTY, a political subdivision of the State of Utah ("County"), on behalf of the Davis County Clerk/Auditor's Office.

WITNESSETH:

WHEREAS, the County is required under Utah law to provide the services of its Clerk/Auditor's Office, to the City for the purpose of assisting the City in conducting the City's 2020 bond election with the Regular General Election within Davis County; and

WHEREAS, the City desires to engage the County for such services;

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. **Term.** County shall provide election services to the City commencing on the date this Agreement is executed, and terminating on February 1, 2021**.** The term of this Agreement may be extended by mutual agreement in writing signed by all parties. Either party may cancel this Agreement upon thirty days written notice to the other party. Upon such cancellation, each party shall retain ownership of any property it owned prior to the date of this Agreement, and the City shall own any property it created or acquired pursuant to this Agreement.

2. **Scope of Work.** The services to be provided by the Davis County Clerk's Office, Elections Division shall be as set forth in the Scope of Work, attached hereto and incorporated by reference as Exhibit "A" Generally, the County Clerk shall perform all elections administration functions as set forth in Exhibit "A" and as needed to ensure the conduct of the City's 2020 bond election within Davis County.

3. **Legal Requirements.** The County and the City understand and agree that the 2020 bond election is the City's election. The City shall be responsible for compliance with all legal requirements for this election, except for those as set forth in Exhibit “A” The County agrees to work with the City in complying with all legal requirements for the conduct of this election. County agrees to disclose and maintain election results through its website. The City, is responsible to resolve any and all legal issues associated with the conduct of the City's 2020 bond election. Election questions, and problems will be resolved by the City, County or both respectively as the question or problem applies.

4. **Cost.** In consideration of the services performed under this Agreement, the City shall pay the County an amount not to exceed the estimate given to the City by the County, attached hereto and incorporated herein as Exhibit "B". The County shall provide a written invoice to the City at the conclusion of the elections, and the City shall pay the County from the invoice within thirty days of receiving it. The invoice shall contain a summary of the costs of the election and shall provide the formula for allocating the costs among the issues and jurisdictions participating in the

Regular General Election. In the case of a vote recount, election system audit, election contest, or similar event arising out of or resulting from the City's 2020 bond election, the City shall pay the County's cost of responding to such events, based on a written invoice provided by the County. The invoice amount for these additional services may cause the total cost to the City under this Agreement to exceed the estimate given to the City by the County.

5. **Governmental Immunity.** The City and the County are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Annotated §63G-7-101. ("Act"). The parties agree that they shall only be liable within the parameters of the Governmental Immunity Act. Nothing contained in this Agreement shall be construed in any way, to modify the limits of liability set forth in that Act or the basis for liability as established in the Act.

6. **Indemnification.** To the extent permitted by law, the City agrees to indemnify and hold County harmless, including providing legal defense costs on behalf of the County, as a result of any legal or administrative claim, action or proceeding brought against the County by any person or entity claiming that the County violated any state or federal law by providing election services under this Agreement.

7. **Election Records.** The County and City acknowledge and agree that this bond election of City's is the City's election and the County is only administering this election on behalf of City. County shall maintain the records it creates in conducting this election and the City shall maintain all records it creates regarding its bond election. Each party shall keep control over its records created pursuant to this Agreement and to the election relevant to this Agreement. Further, each party shall respond to a public record request related to this Agreement and the underlying bond election regarding the records in its possession and control. Additionally, each party shall retain its election records consistent with the Government Records Access and Management Act, Utah Code Annotated §63G-2-101, the Utah Election Code, Title 20A, and all other relevant local, state and federal laws.

8. **Service Cancellation.** If the Agreement is cancelled by the City as provided herein, the City shall pay the County on the basis of the actual services performed according to the terms of this Agreement. Upon cancellation of this Agreement, the County shall submit to the City an itemized statement for services rendered under this Agreement up to the time of cancellation and based upon the dollar amounts for materials, equipment and services set forth herein.

9. **Legal Compliance.** The County, as part of the consideration herein, shall comply with all applicable federal, state and county laws governing elections.

10. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated 1953, as amended ("Interlocal Act"), in connection with this Agreement, the City and the County (for purposes of this section, each a "party" and collectively the "parties") agree as follows:

(a) This Agreement shall be approved by each party, pursuant to Utah Code Annotated §11-13-202.5 of the Interlocal Act;

(b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to Section §11-13-202.5 of the Interlocal Act;

(c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to §11-13-209 of the Interlocal Act;

(d) Each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and

(e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the City Recorder, or the Election Officer of the City and the County Clerk of the County, acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.

11. **Counterparts.** This Agreement may be executed in counterparts by the City and the County.

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

13. **Integration.** This Agreement embodies the entire agreement between the parties and shall not be altered except in writing signed by both parties.

IN WITNESS WHEREFORE, the Parties have signed this Agreement on the dates set forth below.

SYRACUSE CITY

By_____
Mayor Michael Gailey

[SEAL]

Attest:

_____
Cassie Z. Brown, City Recorder

Approved as to form and compliance with applicable law:

_____
Paul Roberts, City Attorney
Date:.....

DAVIS COUNTY

By:_____
Randy E. Elliot, Chair
Board of Davis County Commissioners
Date:_____

ATTEST:

By: _____
Curtis Koch
Davis County Clerk/Auditor

Exhibit "A"
2020 Syracuse City Bond
Election Scope of Work

The City shall perform all administrative functions related to the 2020 bond election, including approving a resolution, providing notice and all other requirements of Utah Code Annotated §11-14-201 et seq. (as amended).

Services the County will perform for the City for the 2020 bond election include, but are not limited to:

- Ballot layout and design
- Ballot ordering and printing
- Machine programming and testing
- Polling place and poll worker selection and assignment
- Delivery of supplies and equipment
- Provision of all supplies
- Absentee Ballot administration
- Early Voting administration
- Updating state and county websites
- Tabulating, reporting and preparing canvassing reports
- Conducting recounts as needed
- All notices and mailings required by law (except those required by Utah Code Annotated §11-14-202)
- Direct payment of all costs associated with the election to include poll workers, polling places, rovers.

The City will provide the County Clerk with information, decisions, and resolutions and will take appropriate actions required for the conduct of the election in a timely manner.

The County will provide a good faith estimate for budgeting purposes (Exhibit "B"), of the City's bond election costs based upon the number of voters for the City.

Exhibit "B"
2020 Bond Election Estimate
Syracuse City

Below is the good faith estimate for the upcoming **2020 Bond Election** for Syracuse City. The city will only be billed for actual costs.

In the case of a vote recount, election system audit, or other unforeseen circumstance, the costs could increase. Fees for conducting an election will not exceed the actual costs incurred by the provider election officer.

Assumptions for providing this estimate consist of the following:

A. Active voters (as of 7/31/2020): 15,763

Davis Co. Clerk/Auditors Office.

COUNCIL AGENDA

September 8, 2020

ADMINISTRATIVE ITEM

Agenda Item #**4d** Final Plat Legend Pointe Phase 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:	910 South 4000 West
Current General Plan:	Low-Density Residential
Current Zoning:	R-2 (3 Units per Acre)
Total Site Area:	10.832 Acres
Number of Lots:	23

Summary

The applicant Bryan Bayless with Nieslon Homes has requested approval of a 23-lot preliminary plat that will be final plat of the Legend Pointe development. Due to a lack of planning in the surrounding developments, this plat was left with a lengthy portion of the property that lacked exterior road access. Efforts were made by the developer to purchase surrounding properties to allow a road connection but these efforts were unsuccessful. This necessitated a cul-d-sac which exceeded the limitation in the City Code. Syracuse City Code section 8.15.010(L) limits the length of cul-de-sacs to 500 feet. To develop the property similar to the surrounding housing, the developer obtained a variance for the cul-de-sac length from the Syracuse City Board of Adjustment on May 7, 2018.

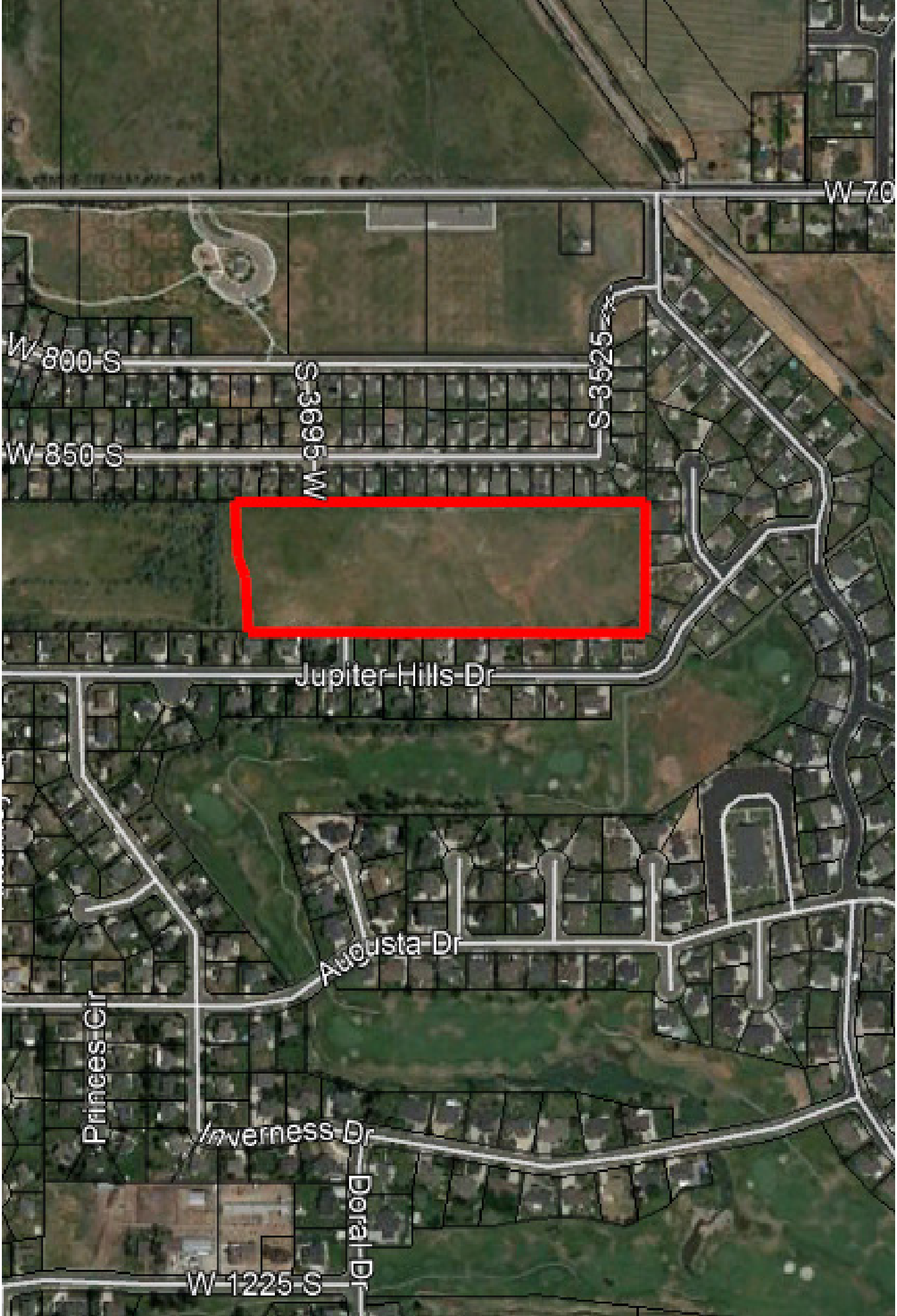
All staff comments have been addressed and the plat meets both the requirements of the City Code and the Variance mentioned above.

Recommendation

Because the final plat meets the requirements of the City Code and Variance, Planning Commission is forwarding a recommendation for **approval** after reviewing the item during their August 18, 2020 meeting.

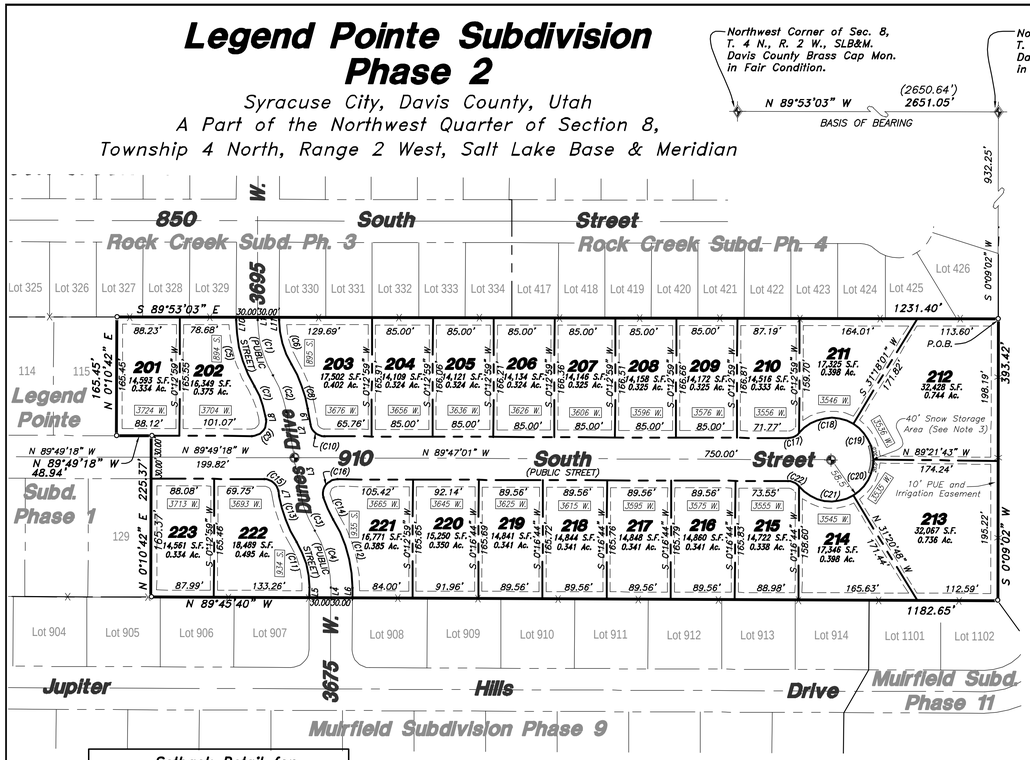
Goals of Discussion

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


W 70
W 800 S
W 850 S
S 3525 W
S 3695 W
Jupiter Hills Dr
Augusta Dr
Princes Cir
Inverness Dr
Doral Dr
W 1225 S

Legend Pointe Subdivision Phase 2

Syracuse City, Davis County, Utah
A Part of the Northwest Quarter of Section 8,
Township 4 North, Range 2 West, Salt Lake Base & Meridian



(C1) Δ = 31°01'03" R = 150.00' L = 81.20' LC = 80.22' S 15°21'17" E

(C2) Δ = 21°04'48" R = 150.00' L = 55.19' LC = 54.88' S 20°19'25" E

(C3) Δ = 21°53'18" R = 150.00' L = 57.30' LC = 56.96' S 20°43'39" E

(C4) Δ = 31°57'02" R = 150.00' L = 83.65' LC = 82.57' S 15°41'47" E

(C5) Δ = 31°01'03" R = 180.00' L = 97.44' LC = 96.26' S 15°21'17" E

(C6) Δ = 31°01'03" R = 120.00' L = 64.96' LC = 64.17' S 15°21'17" E

(C7) Δ = 21°04'48" R = 120.00' L = 44.15' LC = 43.90' S 20°19'25" E

(C8) Δ = 21°04'48" R = 180.00' L = 66.22' LC = 65.85' S 20°19'25" E

(C9) Δ = 99°57'42" R = 20.00' L = 34.89' LC = 30.63' N 40°11'50" E

(C10) Δ = 80°00'00" R = 20.00' L = 27.93' LC = 25.71' S 49°47'01" E

(C11) Δ = 31°57'02" R = 120.00' L = 66.92' LC = 66.05' N 15°41'47" W

(C12) Δ = 31°57'02" R = 180.00' L = 100.38' LC = 99.08' N 15°41'47" W

(C13) Δ = 21°53'18" R = 180.00' L = 68.76' LC = 68.35' S 20°43'39" E

(C14) Δ = 15°56'56" R = 120.00' L = 33.40' LC = 33.30' S 23°41'51" E

(C15) Δ = 80°02'18" R = 20.00' L = 27.94' LC = 25.72' S 49°48'10" E

(C16) Δ = 105°56'22" R = 20.00' L = 36.98' LC = 31.93' S 37°14'48" W

(C17) Δ = 50°26'09" R = 20.00' L = 17.61' LC = 17.04' S 64°59'55" W

(C18) Δ = 81°31'11" R = 58.50' L = 83.23' LC = 76.39' S 80°32'26" W

(C19) Δ = 58°23'58" R = 58.50' L = 59.63' LC = 57.08' S 29°29'59" E

(C20) Δ = 58°57'12" R = 58.50' L = 60.19' LC = 57.57' S 29°10'36" W

(C21) Δ = 81°59'57" R = 58.50' L = 83.72' LC = 76.76' S 80°20'50" E

(C22) Δ = 50°26'09" R = 20.00' L = 17.61' LC = 17.04' S 64°33'56" E

SURVEYOR'S CERTIFICATE

I, K. Greg Hansen, do Hereby Certify that I am a Registered Professional Land Surveyor in the State of Utah in Accordance with Title 58, Chapter 22, Professional Engineers and Land Surveyors Act: and I Have Completed a Survey of the Property Described on this Plat in Accordance with Section 17–23–17 and have Verified all Measurements, and have Placed Monuments as Represented on this Plat, and have Hereby Subdivided said Tract into Twenty–three (23) Lots, know Hereafter as Legend Pointe Subdivision Phase 2 in Syracuse City, Davis County, Utah, and has been Correctly Drawn to the Designated Scale and is True and Correct Representation of the Herein Described Lands Included in said Subdivision, Based Upon Data Compiled from Records in the Davis County Recorder's Office and from said Survey made by me on the Ground, I Further Hereby Certify that the Requirements of all Applicable Statutes and Ordinances of Davis County Concerning Zoning Requirements Regarding Lot Measurements have been Complied with.

Signed this 34th day of August, 2020.

K. Greg Hansen P.L.S.
Utah Land Surveyor Licence No. 167819.

REGISTERED LAND SURVEYOR 167819 K. Greg Hansen STATE OF UTAH

SUBDIVISION BOUNDARY DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTHEAST CORNER OF ROCK CREEK SUBDIVISION PHASE 4 LOCATED 932.25 FEET SOUTH 0°09'02" WEST FROM THE NORTH QUARTER CORNER OF SAID SECTION;

RUNNING THENCE SOUTH 00°09'02" WEST 393.42 FEET TO THE NORTH LINE OF MUIRFIELD SUBDIVISION PHASE 11; THENCE NORTH 89°45'40" WEST 1182.65 FEET ALONG SAID NORTH LINE AND THEN ALONG THE NORTH LINE OF MUIRFIELD SUBDIVISION PHASE 9 TO THE SOUTHEAST CORNER OF LEGEND POINTE SUBDIVISION PHASE 1; THENCE ALONG THE EAST BOUNDARY LINE OF SAID LEGEND POINTE SUBDIVISION PHASE 1 THE FOLLOWING THREE (3) COURSES; (1) NORTH 00°10'42" EAST 225.37 FEET; (2) NORTH 89°49'18" WEST 48.94 FEET; AND (3) NORTH 00°10'42" EAST 165.45 FEET TO THE SOUTH BOUNDARY LINE OF ROCK CREEK SUBDIVISION PHASE 3; THENCE SOUTH 89°53'03" EAST 1231.40 FEET ALONG SAID SOUTH BOUNDARY LINE AND THEN THE SOUTH BOUNDARY LINE OF ROCK CREEK SUBDIVISION PHASE 4 TO THE POINT OF BEGINNING. CONTAINING 10.832 ACRES.

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND HAVING CAUSED THE SAME TO BE SUBDIVIDED INTO TWENTY–THREE (23) LOTS AND STREETS AS SHOWN ON THIS PLAT AND NAME SAID TRACT LEGEND POINTE SUBDIVISION PHASE 2 AND HEREBY 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, AND ALSO HEREBY DEDICATE, GRANT AND CONVEY TO SYRACUSE CITY, UTAH, ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS THE SAME TO BE USED AS PUBLIC THOROUGHFARES FOREVER, AND ALSO DEDICATE TO SYRACUSE CITY THOSE CERTAIN STRIPS AS EASEMENTS AND LABELED AS PUBLIC UTILITY EASEMENTS AS SHOWN HEREON, FOR PUBLIC UTILITY AND DRAINAGE PURPOSES AS SHOWN HEREON, THE SAME TO BE USED FOR THE ACCESS, INSTALLATION, MAINTENANCE AND OPERATION OF PUBLIC AND PRIVATE UTILITY SERVICE LINES, IRRIGATION AND DRAINAGE APPURTENANCES AS MAY BE AUTHORIZED BY SYRACUSE CITY. WE ALSO HEREBY DEDICATE THE PLAT NOTES HEREON TO BE IN EFFECT.

IN WITNESS WE HAVE HEREUNTO SET OUR SIGNATURE THIS _____ DAY OF _____, 2020.

LEGEND POINTE 2 COMMUNITY, LLC
Agent; Nilson Land Development, LLC

Date:

CORPORATE ACKNOWLEDGMENT

State of Utah
County of Davis

On the_____day of_____2020, personally appeared before me, the undersigned notary public in and for said state and county, _____, for and in behalf of Legend Pointe 2 Community, LLC, who duly acknowledged to me that he signed it freely and voluntarily and for the uses and purposes therein mentioned.

Notary public

DOMINION ENERGY APPROVAL

Questar Gas Company, dba Dominion Energy Utah, hereby approves this plat solely for the purposes of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgement of any terms contained in the plat, including those set forth in the Owner's Dedication or in the Notes, and does not constitute a guarantee particular terms or conditions of natural gas service. For further information please contact Dominion Energy Utah's Right–of–Way Department at 800–366–8532

QUESTAR GAS COMPANY, dba DOMINION ENERGY UTAH

Approved this_____day of_____, 2020.
By: _____

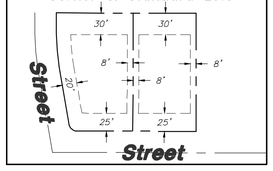
COUNTY RECORDER

ENTRY NO._____ FEE PAID _____ FILED FOR RECORD AND RECORDED _____, AT _____ IN BOOK_____ OF OFFICIAL RECORDS, PAGE _____

COUNTY RECORDER

BY _____
DEPUTY

Setback Detail for Corner & Standard Lots



Scale: 1" = 100'
0 100 200
Scale in Feet
(Data in Parentheses is Record)

LINE DATA		
L1	S 0°09'15" W	3.54'
L2	S 9°47'01" E	64.40'
L3	S 9°47'01" E	49.33'
L4	S 0°16'44" W	14.43'
L5	S 0°16'44" W	14.45'
L6	S 0°16'44" W	14.41'
L7	S 9°47'01" E	7.35'
L8	S 9°47'01" E	4.86'
L9	S 9°47'01" E	22.45'
L10	S 0°09'15" W	3.52'
L11	S 0°09'15" W	3.56'

LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- CENTERLINE
- PUBLIC UTILITY EASEMENT (P.U.E.)
- FENCE LINE
- STREET MONUMENT
- FOUND REBAR & CAP
- SET 5/8" BY 24" REBAR WITH CAP
- SECTION CORNER

NARRATIVE

The Purpose of this Survey was to Establish and set the Property Corners of the 23 Lot Subdivision as Shown and Described Hereon. This Survey was Ordered by Nilson Homes. The Control used to Establish the Property Corners was the adjoing subdivisions to the north and to the south along with the existing Davis County Surveyor Monumentation Surrounding Section 8, Township 4 North, Range 2 West, S.L.B.&M. The basis of bearing is the North line of the Northwest Quarter of said Section which bears North 89°53'03" West, Davis County Bearing Base.

PLAT NOTES:

1 – ALL CONSTRUCTION TO CONFORM TO SYRACUSE CITY STANDARDS AND SPECIFICATIONS.

2– ALL PUBLIC UTILITY EASEMENTS (PUE) ARE 10' WIDE ON FRONT AND REAR LOT LINES AND 5' WIDE ON ALL SIDE LOT LINES UNLESS SHOWN OTHERWISE.

3– NO DRIVEWAYS, FIRE HYDRANTS OR MAIL BOXES ARE PERMITTED WITHIN THE SNOW STORAGE AREA.

SYRACUSE CITY ATTORNEY

I have examined the financial guarantee and other documents associated with this subdivision plat and in my opinion they conform with the Syracuse City, Utah Ordinances applicable thereto and now in force and effect.

Approved this_____day of_____, 2020.

By: _____
Syracuse City Attorney

DAVIS COUNTY SURVEYOR

Approved by the Davis County Surveyor, this_____day of_____, 2020.

By: _____
Davis County Surveyor

SYRACUSE CITY PLANNING COMMISSION

This is to certify that this subdivision plat was duly approved by the Davis County, Utah Planning Commision this_____day of_____, 2020.

By: _____
Syracuse City Planning Commision Chairman

SYRACUSE CITY COUNCIL

This is to certify that this subdivision plat, the dedication of streets and other public ways and financial guarantee of public improvements thereon are hereby accepted by the Syracuse City Council this_____day of_____, 2020.

Attest: _____
Recorder

By: _____
Mayor

UTILITY COMPANY APPROVAL

_____ _____
ROCKY MOUNTAIN POWER DATE

ENGINEER'S CERTIFICATE

I hereby certify that this office has examined this plat and it is in accordance with information on file in this office. Signed this_____day of_____, 2020.

By: _____
Engineer

Developer:
Nilson Homes

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LEGEND POINTE SUBDIVISION PHASE 2

PROJECT NOTES

CONSTRUCTION NOTES:

ALL CONSTRUCTION TO BE TO SYRACUSE CITY STANDARDS. IN THE EVENT THERE IS NO APPLICABLE STANDARD, CONTACT PROJECT ENGINEER/CITY ENGINEER. CONTRACTOR MUST ATTEND PRE-CONSTRUCTION CONFERENCE WITH CITY AND UDOT PRIOR TO COMMENCING WORK.

PRIOR TO CONSTRUCTION, CONTRACTOR TO LOCATE ALL EXISTING UTILITIES. CONTRACTOR IS RESPONSIBLE FOR UNCOVERING, VERIFICATION AND PROTECTION OF ALL EXISTING UTILITIES.

SOILS TESTING TO BE PERFORMED ON PROJECT. ESPECIALLY FOR TRENCH RESTORATION. OWNER FUNDAMENTALLY WILL BE PAYING FOR SOILS TESTING BUT SUCH TO BE NEGOTIATED PRIOR TO START OF CONSTRUCTION (I.E. PERHAPS OWNER PAYS FOR ALL PASSING TESTS, CONTRACTOR FOR FAILING ONES, ETC.)

GRADING NOTES:

NATIVE SUBGRADE AND ROADBASE (UTC) TO BE COMPACTED TO 96% (MODIFIED PROCTOR AASHTO T-180).

ALL WORK TO BE DONE TO SPECIFICATIONS OF GEOTECHNICAL REPORT WHERE/IF APPLICABLE.

WATER: TWO FIRE HYDRANTS ARE LOCATED NEARBY, TO THE SOUTH OF THE PROPERTY ALONG 3695 WEST (DUNES DRIVE) AND TO THE WEST ALONG 910, PREVIOUSLY INSTALLED IN PHASE 1 OF THE LEGEND POINTE SUBDIVISION - CONTACT SYRACUSE CITY FOR DETAILS/USAGE.

OBTAIN APPROPRIATE SWPPP PERMIT PRIOR TO COMMENCEMENT OF WORK.

IMPORTANT NOTE: ALL UTILITY TRENCHES TO BE COMPACTED TO 96%!

WATER:

WATER IS UNDER THE AUSPICES OF SYRACUSE CITY. WATER TIE-INS ARE SHOWN AS CONNECTING TO EXISTING WATER LINES IN 910 SOUTH (CONTINUING THE PREVIOUSLY INSTALLED WATER LINE FOR PHASE 1) AND TO THE NORTH AND SOUTH OF 3695 WEST (DUNES DRIVE). ALL REQUIREMENTS NEED TO BE MET AND FINAL APPROVAL OBTAINED FROM SYRACUSE CITY.

FIRE PROTECTION:

FIRE PROTECTION IS UNDER THE AUSPICES OF THE DAVIS FIRE DISTRICT. EXISTING FIRE HYDRANTS ARE TO THE IMMEDIATE SOUTH OF THE PROPERTY ALONG 3695 WEST (DUNES DRIVE) AND TO THE WEST ALONG 910, PREVIOUSLY INSTALLED IN PHASE 1 OF THE LEGEND POINTE SUBDIVISION. FIRE MARSHAL TO REVIEW BUILDING PLANS FOR VERIFICATION OF FIRE PROTECTION PARAMETERS. ALL REQUIREMENTS NEED TO BE MET AND FINAL APPROVAL OBTAINED FROM DAVIS FIRE DISTRICT.

SECONDARY WATER:

SECONDARY WATER IS UNDER THE AUSPICES OF SYRACUSE CITY. WATER TIE-INS ARE SHOWN AS CONNECTING TO EXISTING WATER LINES IN 910 SOUTH, 850 WEST, AND 3695 WEST (DUNES DRIVE). ALL REQUIREMENTS NEED TO BE MET AND FINAL APPROVAL OBTAINED FROM SYRACUSE CITY. SERVICE LATERALS TO BE INSTALLED PER CITY STANDARDS (SEE SHEET 21 OF SYRACUSE CITY DEVELOPMENT STANDARDS DRAWINGS).

SEWER:

SEWER IS UNDER THE AUSPICES OF NORTH DAVIS SEWER DISTRICT. THEY SHALL BE CONTACTED FOR ALL CONNECTION APPROVALS AND STANDARDS. SEWER TIE-IN IS SHOWN AS CONNECTING TO EXISTING 10" SEWER MAIN ALONG 900 SOUTH.

STORM DRAINAGE:

STORM DRAIN WILL TIE INTO THE PREVIOUSLY CONSTRUCTED STORM DRAIN SYSTEM FROM LEGEND POINT PHASE 1. STORM FLOWS ARE DIRECTED FROM PHASE 2 TO THE SUBDIVISION DETENTION POND CONSTRUCTED WITH PHASE 1.

ELECTRIC:

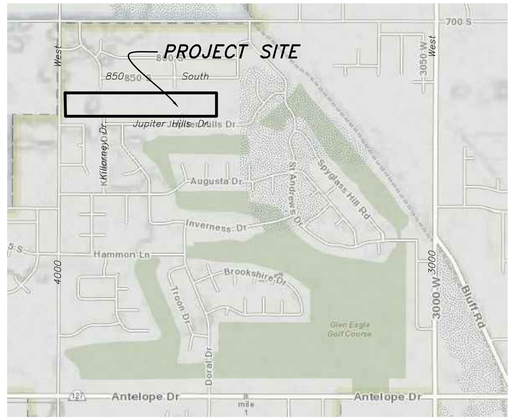
TO BE DETERMINED PER ELECTRICAL PROVIDER.

TELEPHONE:

TO BE DETERMINED PER PROVIDER.

GAS:

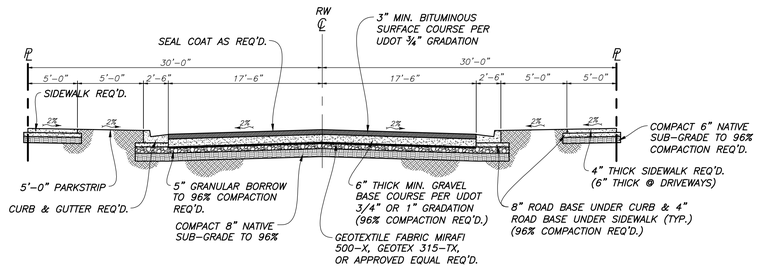
TO BE DETERMINED PER PROVIDER.



VICINITY MAP

NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO SYRACUSE CITY STANDARDS.



TYPICAL ROAD SECTION
NOT TO SCALE

STRUCTURAL SECTION:

CONTRACTOR TO BID CITY MINIMUM STRUCTURAL SECTION OF 3 INCHES ASPHALT ON 6 INCHES GRAVEL BASE COURSE ON 5 INCHES OF GRANULAR BORROW. THE ASPHALT PAVEMENT SHOULD BE COMPACTED TO 96% OF THE MAXIMUM DENSITY FOR THE ASPHALT MATERIAL. SUCH APPLIES TO ALL UTILITY CROSSINGS ALSO. TRENCH BEDDING REQUIRED TO 1' ABOVE TOP OF PIPE. IMPORTED TRENCH BACKFILL REQUIRED FROM BEDDING TO BOTTOM OF STRUCTURAL SECTION.

ACCESS/CONSTRUCTION SITE:

CONTRACTOR TO WORK OUT ACCESS PLAN WITH SYRACUSE CITY FOR CONSTRUCTION TRAFFIC ROUTING.

INSPECTION CONTACTS:

PRIMARY CITY INSPECTOR (ROBERT WHITELY):	(801)-614-9682
CULINARY WATER (SYRACUSE CITY):	(801)-444-2230
SECONDARY WATER (SYRACUSE CITY):	(801)-444-2230
FIRE PROTECTION (SYRACUSE CITY FIRE DEPARTMENT):	(801)-614-9614
STORM DRAIN (SYRACUSE CITY):	(801)-444-2230
SEWER (SYRACUSE CITY/NORTH DAVIS SEWER DISTRICT):	(801)-444-2230/(801)-825-7235

PIPE TYPES:

SEWER MAINS:	SDR-35 PVC
WATER MAINS:	C-900 PVC DR-14
STORM DRAINAGE:	RCP CLASS III
SECONDARY WATER MAINS:	C-900 PVC DR-14
LAND DRAIN MAINS:	SDR-35 PVC

PROJECT ENGINEER:

JAMES B. FLINT
UTAH PE 7806324-2202

DATE

SHEET INDEX:

1 ..... PROJECT NOTES
2 ..... EXISTING SITE PLAN
3 ..... MASTER UTILITY PLAN
4 ..... PLAN & PROFILE (910 S)
5 ..... PLAN & PROFILE (910 S)
6 ..... PLAN & PROFILE (DUNES DR)
7 ..... LOT GRADING PLAN
8 ..... LOT GRADING PLAN
9 ..... GRADING DETAILS
10 ..... SWPPP MAP
11 ..... DETAIL SHEET

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No.	Date	By	Revision

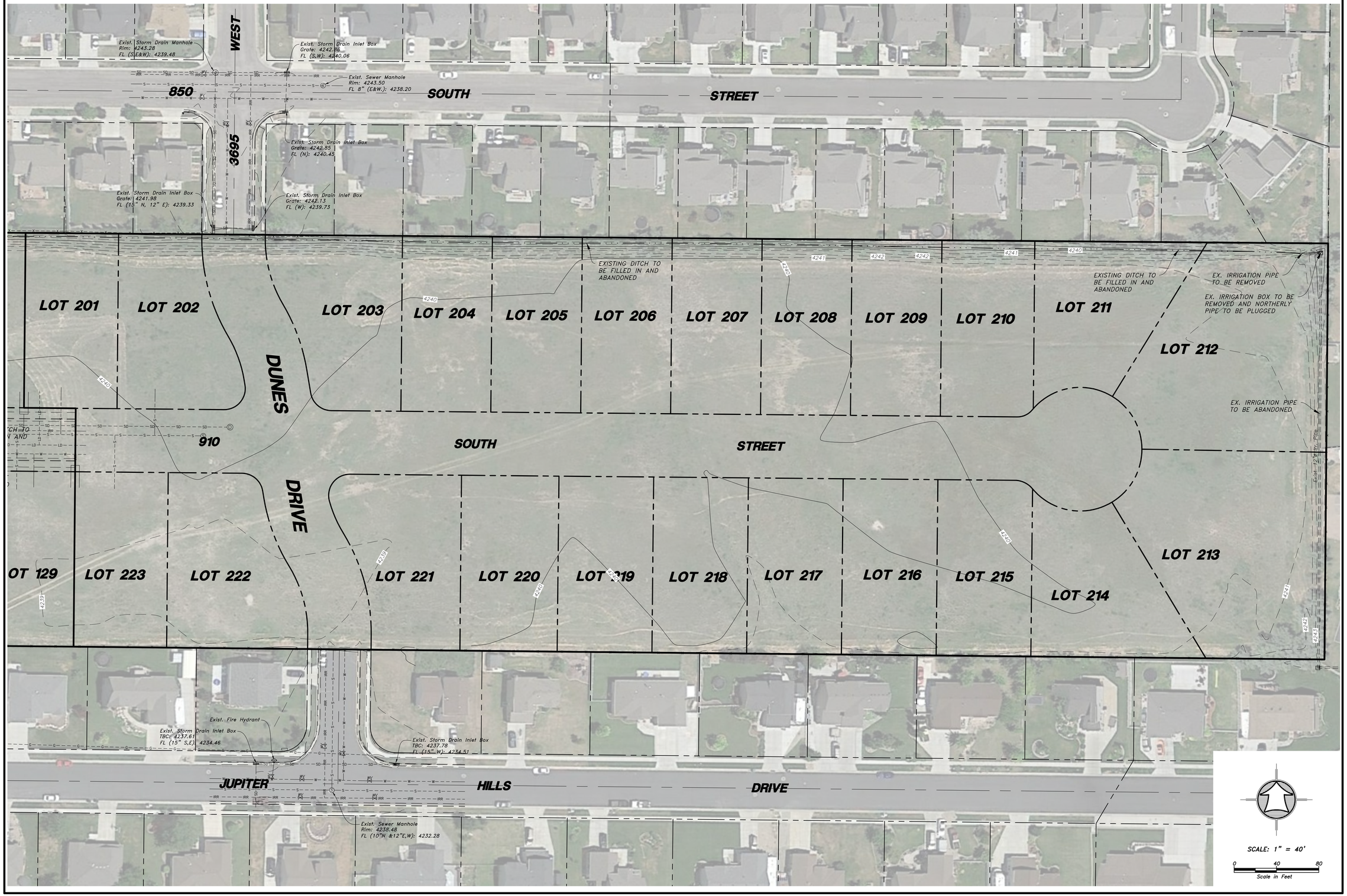
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Designed By:
Checked By:
Approved By:
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Drawing File: 20-130x19pp(06-11-20)
JOB NUMBER: 20-130

PROJECT NOTES FOR
LEGEND POINTE SUBDIVISION PHASE 2
SYRACUSE CITY, DAVIS COUNTY, UT

Sheet **1** of **11** Sheets

LEGEND POINTE SUBDIVISION - PHASE 2

EXISTING SITE PLAN



No.	Date	By	Revision

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Designed By:
Checked By:
Approved By:
Scale: 1" = 40'
Drawing File: 20-130x19pp(06-11-20)
JOB NUMBER: 20-130

EXISTING SITE PLAN FOR
LEGEND POINTE SUBDIVISION PHASE 2
SYRACUSE CITY, DAVIS COUNTY, UT

Sheet
2
of
11
Sheets

LEGEND POINTE SUBDIVISION
PHASE 2

MASTER UTILITY PLAN

Rock Creek Subdivision Ph. 3

WEST

850 SOUTH STREET

3695

CONNECT TO EXIST. 8" PVC CULINARY WATERLINE REQ'D.

CONNECT TO EXIST. 8" PVC SECONDARY WATERLINE REQ'D.

287 L.F. OF 8" PVC C-900 DR-14 CULINARY WATERLINE REQ'D.

196 L.F. OF 8" PVC SECONDARY WATERLINE REQ'D.

34 L.F. OF 8" PVC SECONDARY WATERLINE REQ'D.

LOT 201 LOT 202 LOT 203 LOT 204 LOT 205 LOT 206 LOT 207 LOT 208 LOT 209 LOT 210 LOT 211 LOT 212

108 L.F. OF 18" RCP SD PIPE REQ'D

168 L.F. OF 8" PVC SECONDARY WATERLINE REQ'D.

CONNECT TO EXIST UTILITIES REQ'D.

EX. SD COMBO BOX

STREET LIGHT REQ'D.

STOP SIGN REQ'D.

SD COMBO BOX REQ'D.

401 L.F. OF 10" PVC SEWER PIPE REQ'D

4'ø LD MANHOLE REQ'D.

387 L.F. OF 8" PVC SECONDARY WATERLINE REQ'D.

SD COMBO BOX REQ'D.

4'ø SEWER MANHOLE REQ'D

401 L.F. OF 10" PVC SEWER PIPE REQ'D

403 L.F. OF 8" PVC SECONDARY WATERLINE REQ'D.

UTILITY LATERALS REQ'D. (TYP.)

EX. IRRIGATION PIPE TO BE REMOVED

EX. IRRIGATION BOX TO BE REMOVED & NORTHERLY PIPE TO BE PLUGGED

4'ø SEWER MANHOLE REQ'D

45 L.F. OF 10" PVC SEWER PIPE REQ'D.

EX. IRR PIPE TO BE ABANDONED

4'ø SEWER MANHOLE REQ'D

40' SNOW STORAGE AREA

2" SECONDARY WATER BLOWOFF VALVE REQ'D

4'ø LD MANHOLE REQ'D.

2" CULINARY WATER BLOWOFF VALVE REQ'D

STREET LIGHT REQ'D.

Exist. 12"ø Irr. Pipe

910 SOUTH STREET

DUNES DRIVE

CONNECT TO EXIST. UTILITIES REQ'D.

182 L.F. OF 8" PVC C-900 DR-14 CULINARY WATERLINE REQ'D.

FIRE HYDRANT W/ 6" GATE VALVE AT MAIN REQ'D.

EX. 4'ø SEWER MANHOLE

SD CURB INLET BOX REQ'D

316 L.F. OF 10" PVC LD PIPE REQ'D

32 L.F. OF 15" RCP SD PIPE REQ'D

SD CURB INLET BOX REQ'D

UTILITY LATERALS REQ'D. (TYP.)

FIRE HYDRANT W/ 6" GATE VALVE AT MAIN REQ'D.

32 L.F. OF 15" RCP SD PIPE REQ'D

392 L.F. OF 8" PVC C-900 DR-14 CULINARY WATERLINE REQ'D.

SD CURB INLET BOX REQ'D

4'ø LD MANHOLE REQ'D.

FIRE HYDRANT W/ 6" GATE VALVE AT MAIN REQ'D.

393 L.F. OF 8" PVC C-900 DR-14 CULINARY WATERLINE REQ'D.

265 L.F. OF 10" PVC LD PIPE REQ'D

LOT 223 LOT 222 LOT 221 LOT 220 LOT 219 LOT 218 LOT 217 LOT 216 LOT 215 LOT 214 LOT 213

32 L.F. OF 15" RCP SD PIPE REQ'D

COMBO STOP SIGN & STREET SIGN REQ'D.

214 L.F. OF 8" PVC SECONDARY WATERLINE REQ'D.

15 L.F. OF 8" PVC C-900 DR-14 CULINARY WATERLINE REQ'D.

191 L.F. OF 8" PVC C-900 DR-14 CULINARY WATERLINE REQ'D.

CONNECT TO EXIST. 8" PVC SECONDARY WATERLINE REQ'D.

CONNECT TO EXIST. 8" PVC CULINARY WATERLINE REQ'D.

JUPITER HILLS DRIVE

Muirfield Subdivision Phase 9

SCALE: 1" = 50'

0 50 100

Scale in Feet

No.	Date	By	Revision

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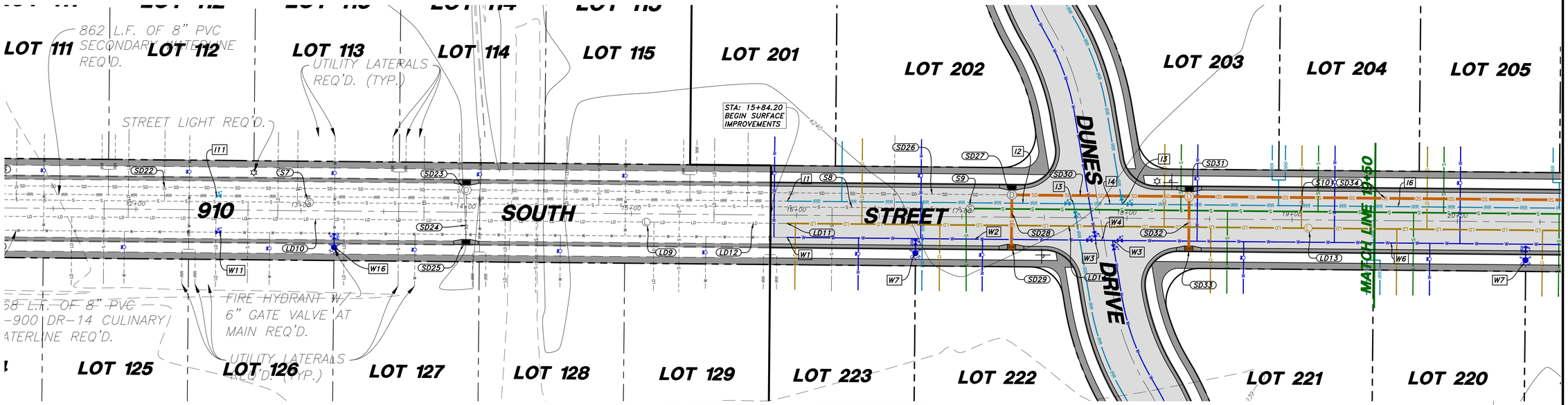
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Designed By:
Checked By:
Approved By:
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JOB NUMBER: 20-130

MASTER UTILITY PLAN FOR
LEGEND POINTE SUBDIVISION PHASE 2
SYRACUSE CITY, DAVIS COUNTY, UT

Sheet **3** of **11** Sheets

LEGEND POINTE SUBDIVISION - PHASE 2

910 SOUTH – PLAN AND PROFILE



KEY NOTE SS STRUCTURES

NAME	STRUCTURE DETAILS
S9	EX. 4'ø SEWER MANHOLE RIM = 4239.92 10" INV (OUT–W) = 4234.05 10" INV (OUT–E) = 4234.25
S11	4'ø SEWER MANHOLE REQ'D RIM = 4240.38 10" INV (IN–W) = 4235.27 10" INV (OUT–E) = 4235.47
S13	4'ø SEWER MANHOLE REQ'D RIM = 4242.41 10" INV (IN–W) = 4236.69 10" INV (OUT–E) = 4236.89
S15	4'ø SEWER MANHOLE REQ'D RIM = 4242.96 10" INV (IN–W) = 4237.02

KEY NOTE SS PIPES

PIPE NAME	DETAILS
S10	10" PVC SEWER PIPE REQ'D 400 L.F. @ 0.26% SLOPE
S12	10" PVC SEWER PIPE REQ'D 400 L.F. @ 0.30% SLOPE
S14	10" PVC SEWER PIPE REQ'D 45 L.F. @ 0.29% SLOPE

KEY NOTE SD STRUCTURES

NAME	STRUCTURE DETAILS
SD27	EX. SD COMBO BOX RIM = 4239.90 18" INV (IN–E) = 4236.43 18" INV (IN–S) = 4236.43 18" INV (OUT–W) = 4236.43
SD29	SD CURB INLET BOX REQ'D RIM = 4239.90 18" INV (OUT–N) = 4236.47
SD31	SD COMBO BOX REQ'D. RIM = 4239.63 18" INV (OUT–E) = 4236.76 18" INV (OUT–W) = 4236.56 18" INV (OUT–S) = 4236.56
SD33	SD CURB INLET BOX REQ'D RIM = 4239.90 18" INV (IN–N) = 4236.60
SD35	SD COMBO BOX REQ'D. RIM = 4240.07

KEY NOTE SD PIPES

PIPE NAME	DETAILS
SD30	18" RCP SD PIPE REQ'D 107 L.F. @ 0.12% Slope
SD32	15" RCP SD PIPE REQ'D 31 L.F. @ 0.12% Slope
SD34	15" RCP SD PIPE REQ'D 237 L.F. @ 0.12% Slope
SD36	15" RCP SD PIPE REQ'D 31 L.F. @ 0.12% Slope

KEY NOTE LD STRUCTURES

NAME	STRUCTURE DETAILS
LD13	4'ø LD MANHOLE REQ'D. RIM = 4240.16 10" INV (IN–W) = 4234.19 10" INV (OUT–E) = 4234.39
LD15	4'ø LD MANHOLE REQ'D. RIM = 4241.40 10" INV (IN–W) = 4235.21 10" INV (OUT–E) = 4235.41
LD17	4'ø LD MANHOLE REQ'D. RIM = 4243.25 10" INV (IN–W) = 4236.67

KEY NOTE LD PIPES

PIPE NAME	DETAILS
LD14	10" PVC LD PIPE REQ'D 316 L.F. @ 0.21% Slope
LD16	10" PVC LD PIPE REQ'D 399 L.F. @ 0.21% Slope
LD18	10" PVC LD PIPE REQ'D 265 L.F. @ 0.48% Slope

KEY NOTE CULINARY WATER

NAME	DETAILS
W1	CONNECT TO EX. WATERLINE
W2	8" PVC C–900 DR–14 (CLASS 305) CULINARY WATERLINE REQ'D. 182 L.F. (4' MIN. BURY)
W3	8" T W/ 2 8" VALVES REQ'D
W4	8" PVC C–900 DR–14 (CLASS 305) CULINARY WATERLINE REQ'D. 15 L.F. (4' MIN. BURY)
W6	8" PVC C–900 DR–14 (CLASS 150) CULINARY WATERLINE REQ'D. 393 L.F. (4' MIN. BURY)
W7	FIRE HYDRANT ASSEMBLY REQ'D.

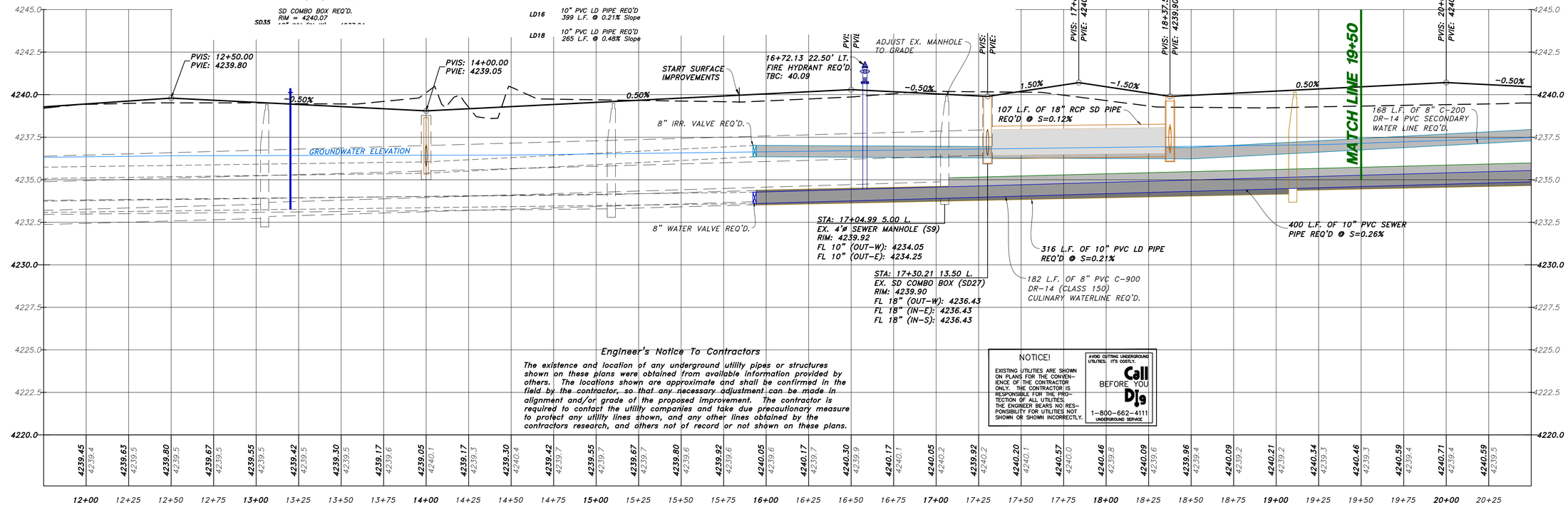
KEY NOTE SECONDARY WATER

NAME	DETAILS
I1	CONNECT TO EX. SECONDARY LINE
I2	8" PVC C–900 DR–14 SECONDARY WATERLINE REQ'D. 168 L.F. (2.5' BURY)
I3	8" T W/ 2 8" VALVES REQ'D.
I4	8" PVC C–900 DR–14 SECONDARY WATERLINE REQ'D. 34 L.F. (2.5' BURY)
I6	8" PVC C–900 DR–14 SECONDARY WATERLINE REQ'D. 403 L.F. (2.5' BURY)

L E G E N D:

- SUBDIVISION BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING SECONDARY WATER LINE
- EXISTING STORM DRAIN PIPE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SECONDARY WATER LINE
- PROPOSED STORM DRAIN PIPE
- SAW-CUT REQ'D.
- EXISTING FENCE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN INLET
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING LIGHT POLE
- EXISTING CURB & GUTTER
- EXISTING SIDEWALK
- EXISTING ASPHALT PAVING
- PROPOSED 30" CATCH CURB & GUTTER
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SNOW STORAGE AREA

SCALE: Horiz. 1" = 30'
Vert. 1" = 3'
0 30 60
Scale in Feet



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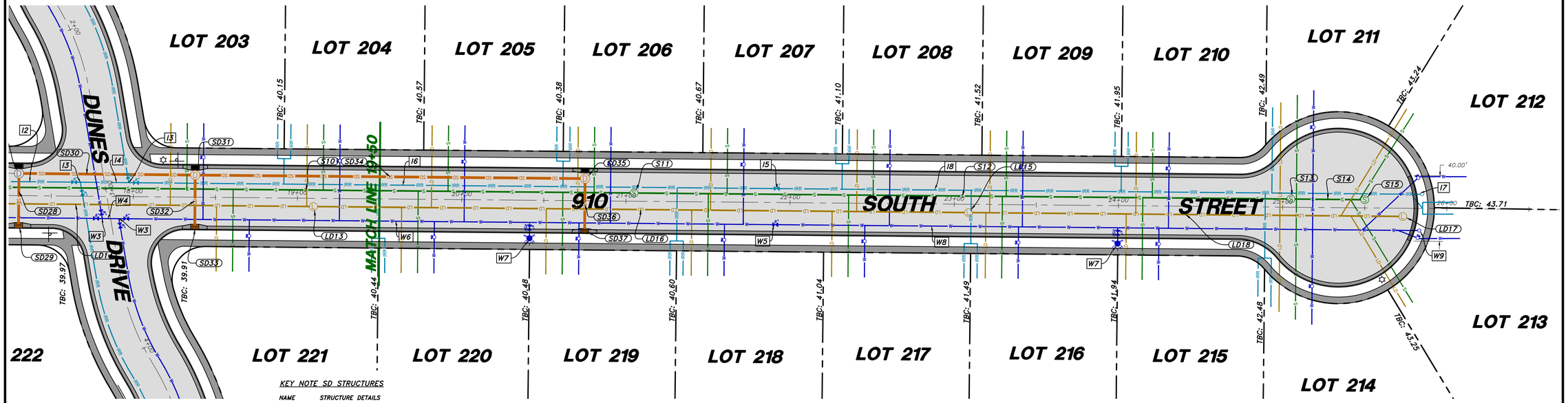
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Designed By:
Checked By:
Approved By:
Scale: 1" = 30'
Drawing File: 20-130x19pp(06-11-20)
JOB NUMBER: 20-130

910 SOUTH – PLAN AND PROFILE FOR
LEGEND POINTE SUBDIVISION PHASE 2
SYRACUSE CITY, DAVIS COUNTY, UT

Sheet **4** of **11** Sheets

LEGEND POINTE SUBDIVISION - PHASE 2

900 SOUTH PLAN AND PROFILE



KEY NOTE SS STRUCTURES

NAME	STRUCTURE DETAILS
S9	EX. 4'ø SEWER MANHOLE RIM = 4239.92 10" INV (OUT–W) = 4234.05 10" INV (OUT–E) = 4234.25
S11	4'ø SEWER MANHOLE REQ'D RIM = 4240.38 10" INV (IN–W) = 4235.27 10" INV (OUT–E) = 4235.47
S13	4'ø SEWER MANHOLE REQ'D RIM = 4242.41 10" INV (IN–W) = 4236.69 10" INV (OUT–E) = 4236.89
S15	4'ø SEWER MANHOLE REQ'D RIM = 4242.96 10" INV (IN–W) = 4237.02

KEY NOTE SS PIPES

PIPE NAME	DETAILS
S10	10" PVC SEWER PIPE REQ'D 400 L.F. @ 0.26% SLOPE
S12	10" PVC SEWER PIPE REQ'D 400 L.F. @ 0.30% SLOPE
S14	10" PVC SEWER PIPE REQ'D 45 L.F. @ 0.29% SLOPE

KEY NOTE SD STRUCTURES

NAME	STRUCTURE DETAILS
SD27	EX. SD COMBO BOX RIM = 4239.90 18" INV (IN–E) = 4236.43 18" INV (IN–S) = 4236.43 18" INV (OUT–W) = 4236.43
SD29	SD CURB INLET BOX REQ'D RIM = 4239.90 18" INV (OUT–N) = 4236.47
SD31	SD COMBO BOX REQ'D. RIM = 4239.63 18" INV (OUT–E) = 4236.76 18" INV (OUT–W) = 4236.56 18" INV (OUT–S) = 4236.56
SD33	SD CURB INLET BOX REQ'D RIM = 4239.90 18" INV (IN–N) = 4236.60
SD35	SD COMBO BOX REQ'D. RIM = 4240.07 18" INV (IN–W) = 4237.04 18" INV (OUT–S) = 4237.24
SD37	SD CURB INLET BOX REQ'D RIM = 4240.29 18" INV (IN–N) = 4237.28

KEY NOTE SD PIPES

PIPE NAME	DETAILS
SD30	18" RCP SD PIPE REQ'D 107 L.F. @ 0.12% Slope
SD32	15" RCP SD PIPE REQ'D 31 L.F. @ 0.12% Slope
SD34	15" RCP SD PIPE REQ'D 237 L.F. @ 0.12% Slope
SD36	15" RCP SD PIPE REQ'D 31 L.F. @ 0.12% Slope

KEY NOTE LD STRUCTURES

NAME	STRUCTURE DETAILS
LD13	4'ø LD MANHOLE REQ'D. RIM = 4240.16 10" INV (IN–W) = 4234.19 10" INV (OUT–E) = 4234.39
LD15	4'ø LD MANHOLE REQ'D. RIM = 4241.40 10" INV (IN–W) = 4235.21 10" INV (OUT–E) = 4235.41

KEY NOTE LD PIPES

PIPE NAME	DETAILS
LD14	10" PVC LD PIPE REQ'D 316 L.F. @ 0.21% Slope
LD16	10" PVC LD PIPE REQ'D 399 L.F. @ 0.21% Slope
LD18	10" PVC LD PIPE REQ'D 265 L.F. @ 0.48% Slope

KEY NOTE CULINARY WATER

NAME	DETAILS
W2	8" PVC C–900 DR–14 (CLASS 305) CULINARY WATERLINE REQ'D. 182 L.F. (4' MIN. BURY)
W3	8" T W/ 2 8" VALVES REQ'D.
W4	8" PVC C–900 DR–14 (CLASS 305) CULINARY WATERLINE REQ'D. 15 L.F. (4' MIN. BURY)
W5	8" INLINE VALVE REQ'D.
W6	8" PVC C–900 DR–14 (CLASS 305) CULINARY WATERLINE REQ'D. 392 L.F. (4' MIN. BURY)
W7	FIRE HYDRANT ASSEMBLY REQ'D
W8	8" PVC C–900 DR–14 (CLASS 305) CULINARY WATERLINE REQ'D. 393 L.F. (4' MIN. BURY)
W9	2" BLOWOFF VALVE @ END OF LINE

KEY NOTE SECONDARY WATER

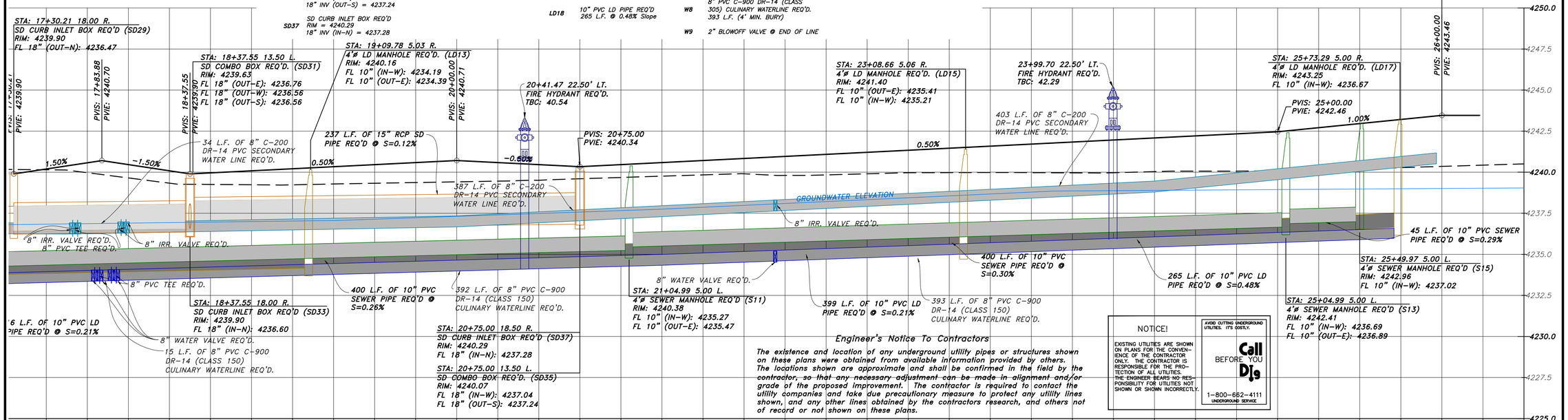
NAME	DETAILS
I2	8" PVC C–900 DR–14 SECONDARY WATERLINE REQ'D. 168 L.F. (2.5' BURY)
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I5	8" INLINE VALVE REQ'D.
I6	8" PVC C–900 DR–14 SECONDARY WATERLINE REQ'D. 387 L.F. (2.5' BURY)
I7	2" BLOWOFF VALVE @ END OF LINE

L E G E N D:

- SUBDIVISION BOUNDARY
- PROPOSED PROPERTY LINE
- EXISTING PROPERTY LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING SECONDARY WATER LINE
- EXISTING STORM DRAIN PIPE
- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SECONDARY WATER LINE
- PROPOSED STORM DRAIN PIPE
- SAW–CUT REQ'D.
- EXISTING FENCE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING SEWER MANHOLE
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM DRAIN INLET
- EXISTING WATER METER
- EXISTING FIRE HYDRANT
- EXISTING LIGHT POLE
- PROPOSED S.D. JUNCTION BOX OR INLET
- EXISTING CURB & GUTTER
- EXISTING SIDEWALK
- EXISTING ASPHALT PAVING
- PROPOSED 30" CATCH CURB & GUTTER
- PROPOSED ASPHALT PAVEMENT
- PROPOSED SNOW STORAGE AREA

SCALE: Horiz. 1" = 30'
Vert. 1" = 3'

0 30 60
Scale in Feet



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Ogden

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Designed By:
Checked By:
Approved By:
Scale: 1" = 30'
Drawing File: 20–130vtpp(06–11–20)
JOB NUMBER: 20–130

PLAN AND PROFILE FOR

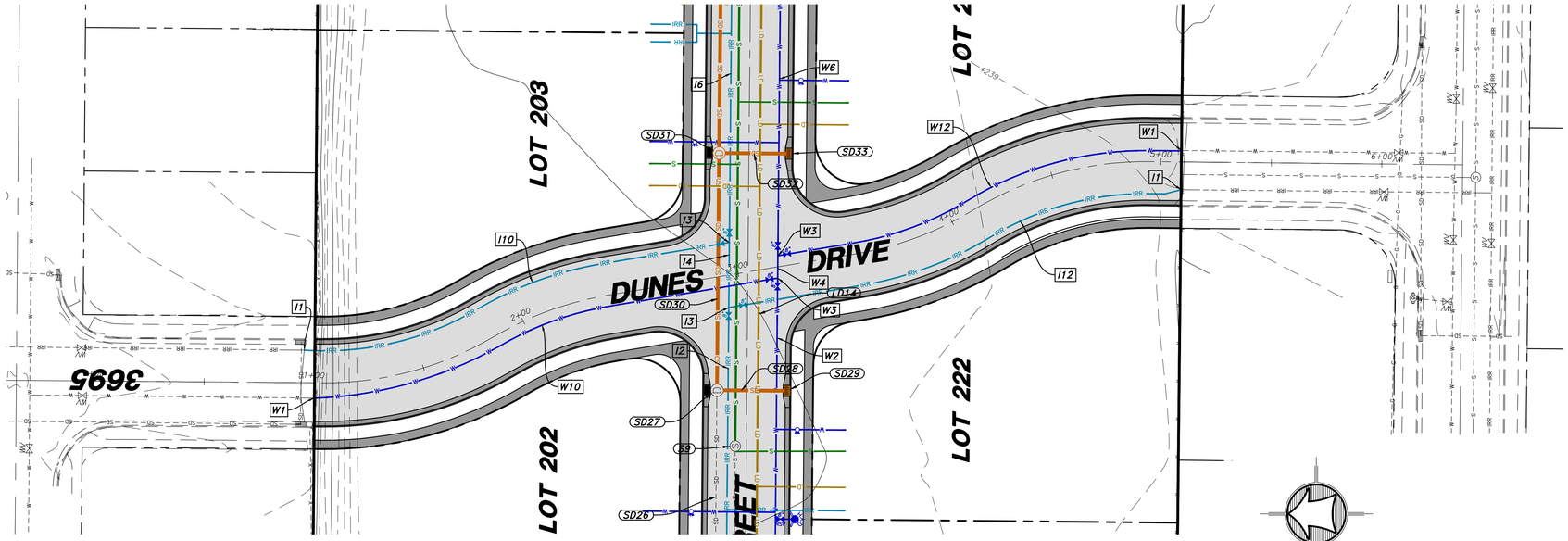
LEGEND POINTE SUBDIVISION PHASE 2

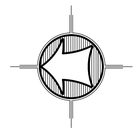
SYRACUSE CITY, DAVIS COUNTY, UT

Sheet 5 of 11 Sheets

LEGEND POINTE SUBDIVISION - PHASE 2

DUNES DRIVE - PLAN AND PROFILE





SCALE: Horiz. 1" = 30'
Vert. 1" = 3'

0 30 60
Scale in Feet

KEY NOTE SS STRUCTURES

NAME	STRUCTURE DETAILS
S9	EX. 4'ø SEWER MANHOLE RIM = 4239.92 10" INV (OUT–W) = 4234.05 10" INV (OUT–E) = 4234.25
S11	4'ø SEWER MANHOLE REQ'D RIM = 4240.38 10" INV (IN–W) = 4235.27 10" INV (OUT–E) = 4235.47
S13	4'ø SEWER MANHOLE REQ'D RIM = 4242.41 10" INV (IN–W) = 4236.69 10" INV (OUT–E) = 4236.89
S15	4'ø SEWER MANHOLE REQ'D RIM = 4242.96 10" INV (IN–W) = 4237.02

KEY NOTE SS PIPES

PIPE NAME	DETAILS
S10	10" PVC SEWER PIPE REQ'D 400 L.F. @ 0.26% SLOPE
S12	10" PVC SEWER PIPE REQ'D 400 L.F. @ 0.30% SLOPE
S14	10" PVC SEWER PIPE REQ'D 45 L.F. @ 0.29% SLOPE

KEY NOTE SD STRUCTURES

NAME	STRUCTURE DETAILS
SD27	EX. SD COMBO BOX RIM = 4239.90 18" INV (IN–E) = 4236.43 18" INV (IN–S) = 4236.43 18" INV (OUT–W) = 4236.43
SD29	SD CURB INLET BOX REQ'D RIM = 4239.90 18" INV (OUT–N) = 4236.47
SD31	SD COMBO BOX REQ'D. RIM = 4239.63 18" INV (OUT–E) = 4236.76 18" INV (OUT–W) = 4236.56 18" INV (OUT–S) = 4236.56
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SD35	SD COMBO BOX REQ'D. RIM = 4240.07

KEY NOTE SD PIPES

PIPE NAME	DETAILS
SD30	18" RCP SD PIPE REQ'D 107 L.F. @ 0.12% Slope
SD32	15" RCP SD PIPE REQ'D 31 L.F. @ 0.12% Slope
SD34	15" RCP SD PIPE REQ'D 237 L.F. @ 0.12% Slope
SD36	15" RCP SD PIPE REQ'D 31 L.F. @ 0.12% Slope

KEY NOTE LD STRUCTURES

NAME	STRUCTURE DETAILS
LD13	4'ø LD MANHOLE REQ'D. RIM = 4240.16 10" INV (IN–W) = 4234.19 10" INV (OUT–E) = 4234.39
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KEY NOTE LD PIPES

PIPE NAME	DETAILS
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KEY NOTE CULINARY WATER

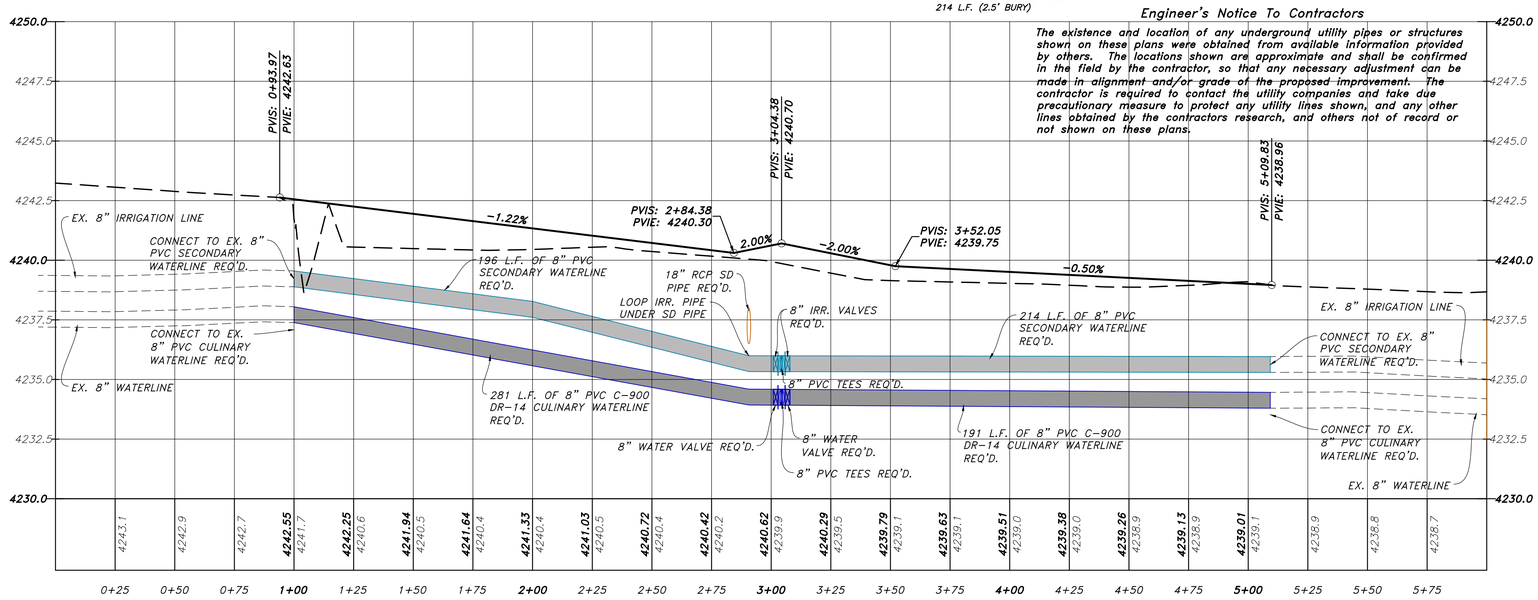
NAME	DETAILS
W1	CONNECT TO EX. WATERLINE
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W6	8" PVC C–900 DR–14 (CLASS 305) CULINARY WATERLINE REQ'D. 393 L.F. (4' MIN. BURY)
W7	FIRE HYDRANT ASSEMBLY REQ'D.
W10	8" PVC C–900 DR–14 (CLASS 305) CULINARY WATERLINE REQ'D. 218 L.F. (4' MIN. BURY)
W12	8" PVC C–900 DR–14 (CLASS 305) CULINARY WATERLINE REQ'D. 191 L.F. (4' MIN. BURY)

KEY NOTE SECONDARY WATER

NAME	DETAILS
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I6	8" PVC C–900 DR–14 SECONDARY WATERLINE REQ'D. 387 L.F. (2.5' BURY)
I7	8" PVC C–900 DR–14 SECONDARY WATERLINE REQ'D. 403 L.F. (2.5' BURY)
I10	8" PVC C–900 DR–14 SECONDARY WATERLINE REQ'D. 200 L.F. (2.5' BURY)
I12	8" PVC C–900 DR–14 SECONDARY WATERLINE REQ'D. 214 L.F. (2.5' BURY)

L E G E N D:

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- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING SECONDARY WATER LINE
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- PROPOSED SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SECONDARY WATER LINE
- PROPOSED STORM DRAIN PIPE
- SAW–CUT REQ'D.
- EXISTING FENCE
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- EXISTING SEWER MANHOLE
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- EXISTING STORM DRAIN INLET
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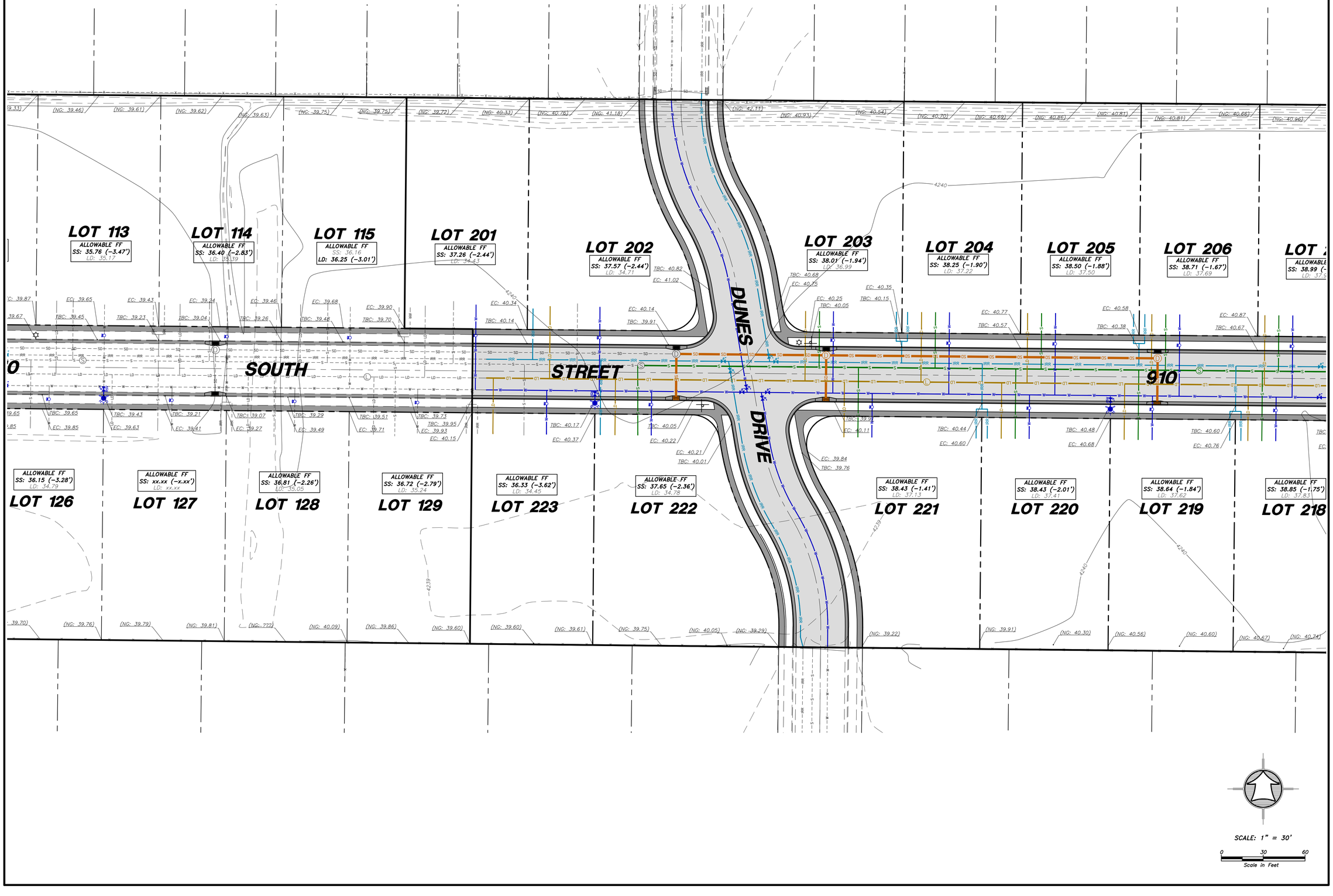
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Designed By:
Checked By:
Approved By:
Scale: 1" = 30'
Drawing File: 20–130r19pp(06–11–20)
JOB NUMBER: 20–130

DUNES DRIVE - PLAN AND PROFILE FOR
LEGEND POINTE SUBDIVISION PHASE 2
SYRACUSE CITY, DAVIS COUNTY, UT

Sheet **6** of **11** Sheets

LEGEND POINTE SUBDIVISION
PHASE 2

LOT GRADING



No.	Date	By	Revision

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LOT GRADING FOR
LEGEND POINTE SUBDIVISION PHASE 2
SYRACUSE CITY, DAVIS COUNTY, UT

Sheet
7
of
11
Sheets

LEGEND POINTE SUBDIVISION
PHASE 2

LOT GRADING

LOT 203
ALLOWABLE FF
S: 38.01' (-1.94')
LD: 36.99

LOT 204
ALLOWABLE FF
SS: 38.25' (-1.90')
LD: 37.22

LOT 205
ALLOWABLE FF
SS: 38.50' (-1.88')
LD: 37.50

LOT 206
ALLOWABLE FF
SS: 38.71' (-1.67')
LD: 37.69

LOT 207
ALLOWABLE FF
SS: 38.99' (-1.68')
LD: 37.97

LOT 208
ALLOWABLE FF
SS: 39.20' (-1.90')
LD: 38.18

LOT 209
ALLOWABLE FF
SS: 39.41' (-2.11')
LD: 38.39

LOT 210
ALLOWABLE FF
SS: 39.64' (-2.31')
LD: 38.67

LOT 211
ALLOWABLE FF
SS: 39.93' (-2.56')
LD: 38.90

LOT 212
ALLOWABLE FF
SS: 40.04' (-3.20')
LD: 39.02

LOT 213
ALLOWABLE FF
SS: 40.04' (-3.21')
LD: 39.02

LOT 214
ALLOWABLE FF
SS: 39.93' (-2.55')
LD: 38.90

LOT 215
ALLOWABLE FF
SS: 39.50' (-2.44')
LD: 38.67

LOT 216
ALLOWABLE FF
SS: 39.41' (-2.08')
LD: 38.39

LOT 217
ALLOWABLE FF
SS: 39.20' (-1.84')
LD: 38.18

LOT 218
ALLOWABLE FF
SS: 38.85' (-1.75')
LD: 37.83

LOT 219
ALLOWABLE FF
SS: 38.64' (-1.84')
LD: 37.62

LOT 220
ALLOWABLE FF
SS: 38.43' (-2.01')
LD: 37.41

LOT 221
ALLOWABLE FF
SS: 38.43' (-1.41')
LD: 37.13

910 SOUTH STREET

MATCH LINE 19+50

SCALE: 1" = 30'

0 30 60
Scale in Feet

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.hansenutah.net
Brigham City (435) 723-3491 (801) 399-4905 (435) 752-8272
Logan Ogden

No.	Date	By	Revision

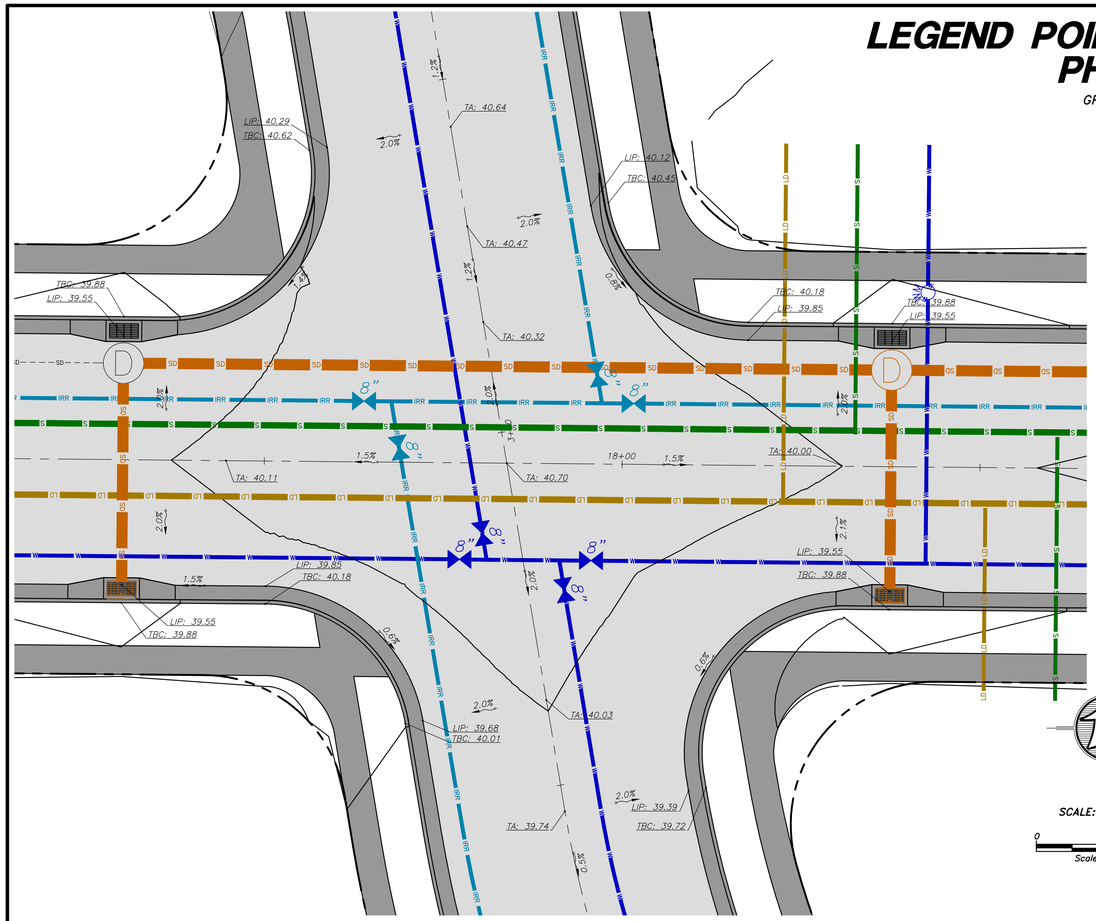
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Designed By:
Checked By:
Approved By:
Scale: 1" = 30'
Drawing File: 20-130v19pp(06-11-20)
JOB NUMBER: 20-130

LOT GRADING FOR
LEGEND POINTE SUBDIVISION PHASE 2
SYRACUSE CITY, DAVIS COUNTY, UT

Sheet
8
of
11
Sheets

LEGEND POINTE SUBDIVISION
PHASE 2

GRADING DETAILS



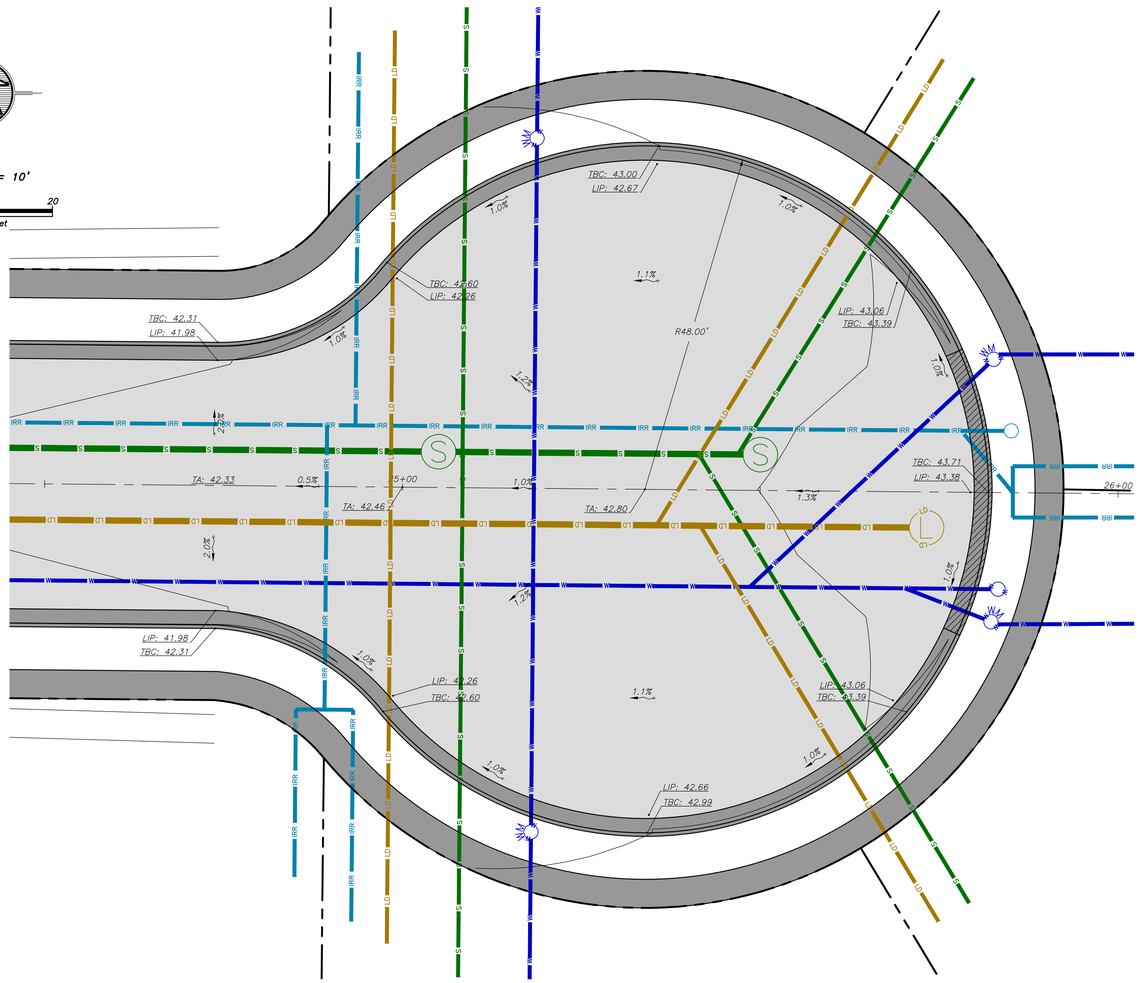
SCALE: 1" = 10'

0 10 20

Scale in Feet

INTERSECTION OF DUNES DR & 910 SOUTH

CUL-DE-SAC 910 SOUTH



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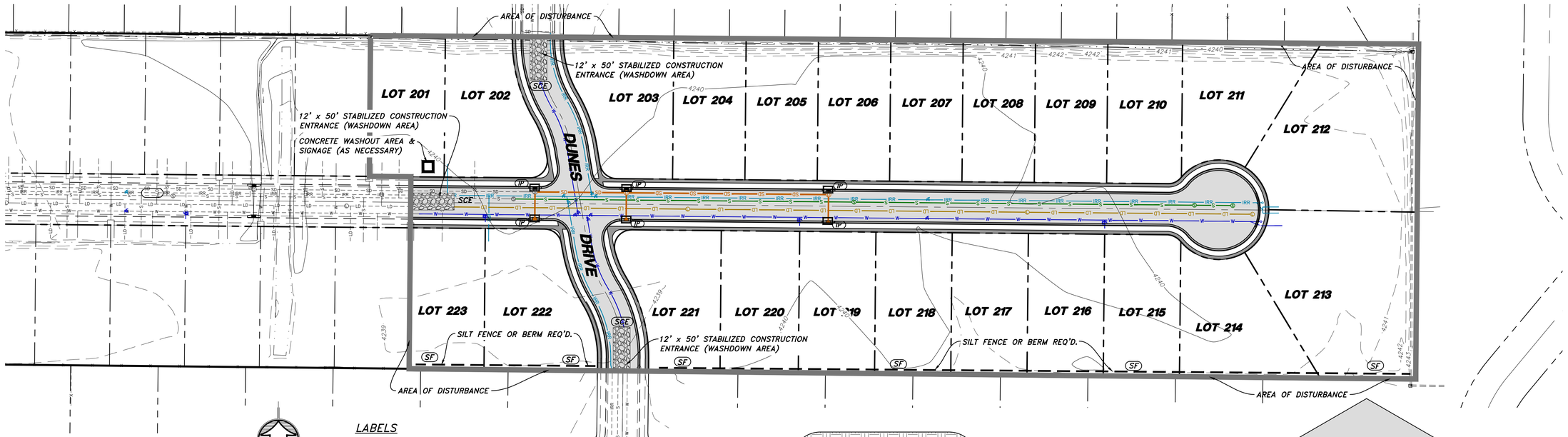
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GRADING DETAILS FOR
LEGEND POINTE SUBDIVISION PHASE 2
SYRACUSE CITY, DAVIS COUNTY, UT

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of
11
Sheets

LEGEND POINTE SUBDIVISION - PHASE 2

SWPPP



LEGEND

- PROJECT DISTURBANCE AREA
- PROPERTY BOUNDARY LINE
- BERM REQ'D
- TRACKING PAD
- CONCRETE WASHOUT AREA & SIGNAGE

SCALE: 1" = 60'

0 60 120

Scale in Feet

LABELS

(SF) – SILT FENCE OR BERM

(SCE) – STABILIZATION CONSTRUCTION ENTRANCE

(IP) – INLET PROTECTION

QUANTITIES

SILT FENCE/BERM – 1,093 LF

STABILIZED CONSTRUCTION ENTRANCE – 3

INLET PROTECTION – 6

LOCATION:

LOCATION: SYRACUSE, DAVIS COUNTY, UTAH
SECTION 8, TOWNSHIP 4 NORTH, RANGE 2 WEST, SLB&M

PROJECT DATA:

TAX ID #: 12-047-0253
PARCEL ACREAGE: 23.10 ACRES
PROJECT ACREAGE: 10.83 ACRES

LEGEND POINTE SUBDIVISION PHASE 1
920 S 4000 W
SYRACUSE, UT 84075

OVERVIEW:

THE PROJECT CONSISTS OF STREET AND UTILITY INSTALLATION FOR A THIRTY LOT SUBDIVISION. GRADING WORK IS ALSO REQUIRED IN THE CONSTRUCTION OF THE ROAD, SIDEWALK, AND CURB & GUTTER. DRAINAGE FROM ON-SITE ACTIVITY IS LARGELY SELF CONTAINED WITH THE EXCEPTION OF SOME FLOWS TO BE INTERCEPTED BY THE SILT FENCE/BERM TO BE INSTALLED AT THE SOUTH BOUNDARY AT THE WEST END OF THE PROJECT. CONCRETE WASHOUT AREAS ARE TO BE LOCATED NEAR THE ENTRANCES/EXITS AS NECESSARY.

MAINTENANCE/RECORD-KEEPING:

STRICT RECORD KEEPING IS IMPERATIVE. THE PROJECT WILL BE STATE-PERMITTED BUT PARTICULARLY UNDER THE AUSPICES OF SYRACUSE CITY. KEEP INSPECTION REPORTS FORMS/FORMAT AS MANDATED BY SYRACUSE CITY. A THOROUGH INSPECTION OF THE SWPPP MUST BE CONDUCTED AT LEAST EVERY 14 DAYS AND AFTER ANY PRECIPITATION (0.5 INCHES OF RAINFALL OR MORE) OR SNOWMELT THAT CAUSES SURFACE EROSION. MAINTENANCE AND/OR MODIFICATIONS TO EROSION MEASURES MUST BE COMPLETED IN A TIMELY MANNER, BUT IN NO CASE MORE THAN 7 CALENDAR DAYS AFTER THE INSPECTION. THE ENFORCEMENT AGENCY IS SYRACUSE CITY, WHO ADMINISTERS AND ENFORCES STORMWATER POLLUTION PREVENTION PLANS LOCALLY. STORMWATER MANAGEMENT ASPECTS AND PROCEDURES MAY BE MODIFIED BY PERMITTEE (AND/OR OFFICIAL REPRESENTATIVE) UPON OBTAINING SYRACUSE CITY APPROVAL.

DISTURBED AREAS:

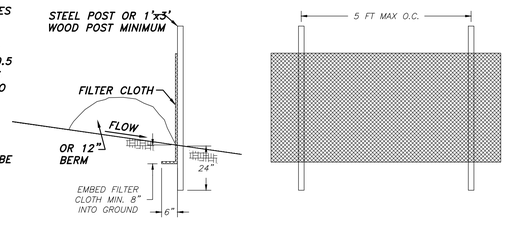
SUBDIVISION PROJECT AREA:	472,006 SQ. FT. 10.84 ACRES
AREA OF DISTURBANCE:	472,006 SQ. FT. 10.84 ACRES
IMPERVIOUS AREA:	
(ROADS & SIDEWALK)	69,435 SQ. FT. 1.59 ACRES
(ADDING 3,500 SQ. FT. HOMES)	80,500 SQ. FT. 1.85 ACRES
PERMEABLE AREA:	322,071 SQ. FT. 7.39 ACRES
WEIGHTED COEFFICIENT:	C = 0.40

SWPPP PHASING - ORDER OF WORK:

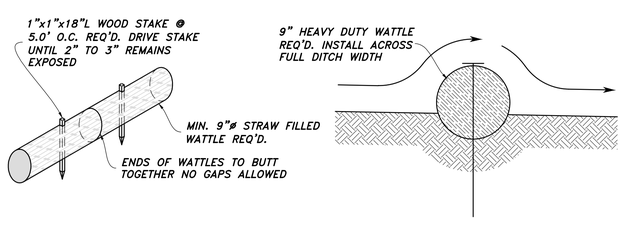
PHASE 1: CONSTRUCTION OF STABILIZED CONSTRUCTION ENTRANCE, CONCRETE WASHOUT AREA, SIGNAGE, SILT FENCES & BERMS.

PHASE 2: MAINTAIN STABILIZED CONSTRUCTION ENTRANCE, CONCRETE WASHOUT AREA, SILT FENCES & BERMS DURING CONSTRUCTION AND SITE IMPROVEMENTS.

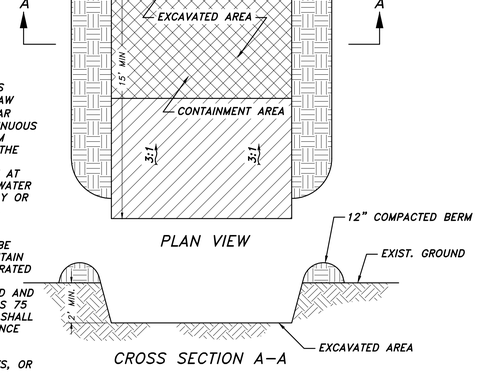
PHASE 3: UPON ASPHALTING, REMOVE CONSTRUCTION ENTRANCE, TEMPORARY SILT FENCES & BERMS. PERMANENT 18" EASTERLY BERM TO REMAIN.



SILT FENCE DETAIL
NOT TO SCALE



TYPICAL WATTLE/ FILTER SOCK
NOT TO SCALE - MAY BE USED IN SELECT PLACES TO CONTROL EROSION



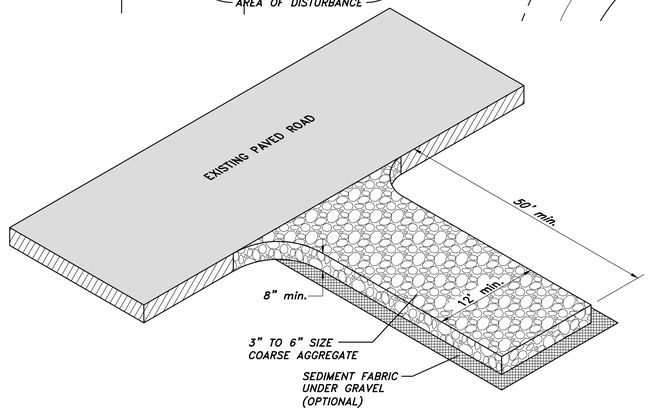
CONCRETE WASHOUT AREA
NOT TO SCALE

CONCRETE WASHOUT AREA NOTES:

INSTALLATION: PROPER SINAGE SUCH AS "CONCRETE WASHOUT" OR "CONCRETE SAW WATER DISPOSAL" SHALL BE PLACED NEAR CONCRETE WASHOUT FACILITIES. A CONTINUOUS ONE-FOOT TALL COMPACTED EARTH BERM SHALL BE PLACED ON THREE SIDES OF THE EXCAVATED PIT. THE BOTTOM OF THE EXCAVATED PIT MUST BE PROVEN TO BE AT LEAST 5 VERTICAL FEET ABOVE GROUNDWATER OR THE PIT MUST BE LINED WITH A CLAY OR SYNTHETIC LINER DESIGNED TO CONTROL SEEPAGE.

MAINTENANCE: THE FACILITIES SHALL BE MAINTAINED IN GOOD CONDITION TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY OPERATIONS AT THE PROJECT SITE. HARDENED CONCRETE SHALL BE REMOVED AND PROPERLY DISPOSED OF ONCE THE PIT IS 75 PERCENT FULL AND AS NEEDED. WASTE SHALL BE DISPOSED OF PROPERLY IN ACCORDANCE WITH ANY APPLICABLE REGULATIONS.

NOTE: ADDING SOLVENTS, FLOCCULENTS, OR ACID TO THE WASHWATER IS PROHIBITED.



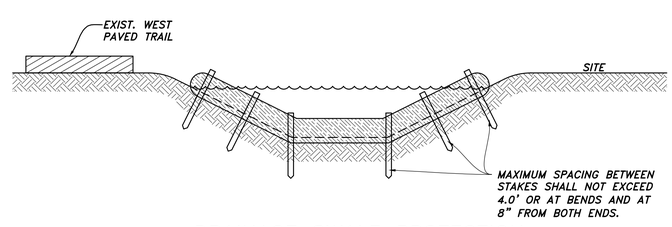
STABILIZED CONSTRUCTION ENTRANCE
NOT TO SCALE

STABILIZED CONSTRUCTION ENTRANCE NOTES:

INSTALLATION/APPLICATION CRITERIA:
1. CLEAR AND GRUB AREA AND GRADE TO PROVIDE MAXIMUM SLOPE OF 2%.
2. COMPACT SUBGRADE AND PLACE FILTER FABRIC IF DESIRED (RECOMMENDED FOR ENTRANCES TO REMAIN FOR MORE THAN 3 MONTHS)
3. PLACE COARSE AGGREGATE, 3" TO 6" IN SIZE, TO A MINIMUM DEPTH OF 8".

LIMITATIONS:
1. REQUIRES PERIODIC TOP DRESSING WITH ADDITIONAL STONES.
2. SHOULD BE USED IN CONJUNCTION WITH STREET SWEEPING ON ADJACENT PUBLIC RIGHT-OF-WAY.

MAINTENANCE:
1. INSPECT DAILY FOR LOSS OF GRAVEL OR SEDIMENT BUILDUP.
2. INSPECT ADJACENT ROADWAY FOR SEDIMENT DEPOSIT AND CLEAN BY SWEEPING OR SHOVELING.
3. REPAIR ENTRANCE AND REPLACE GRAVEL AS REQUIRED TO MAINTAIN CONTROL IN GOOD WORKING CONDITION.
4. EXPAND STABILIZED AREA AS REQUIRED TO ACCOMMODATE TRAFFIC AND PREVENT EROSION AT DRIVEWAYS.



DRAINAGE SWALE PROTECTION
NOT TO SCALE - LOOKING NORTH
AS NECESSARY - NOT DEEMED PERTINENT AT THIS TIME

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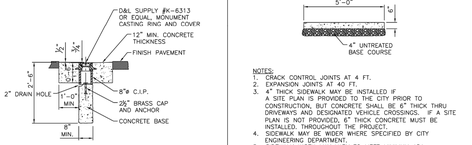
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Scale: 1" = 60'
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SWPPP FOR
LEGEND POINTE SUBDIVISION PHASE 2
SYRACUSE CITY, DAVIS COUNTY, UT

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of
11
Sheets

LEGEND POINTE SUBDIVISION
PHASE 2

DETAIL SHEET

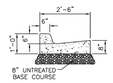


1 SURVEY MONUMENT SECTION
SCALE: NOT TO SCALE



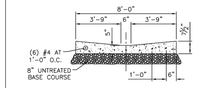
NOTES:
1. CRACK CONTROL JOINTS AT 4 FT.
2. EXPANSION JOINTS AT 40 FT.
3. 4" THICK SIDEWALK MAY BE INSTALLED IF A SITE PLAN IS PROVIDED TO THE CITY PRIOR TO CONSTRUCTION, BUT CONCRETE SHALL BE 6" THICK THRU DRIVEWAYS AND DESIGNATED VEHICLE CROSSINGS. IF A SITE PLAN IS NOT PROVIDED, 6" THICK CONCRETE MUST BE INSTALLED THROUGHOUT THE PROJECT.
4. SIDEWALK MAY BE WIDER WHERE SPECIFIED BY CITY ENGINEERING DEPARTMENT.
5. SIDEWALK WIDTH MAY VARY TO MEET MINIMUM ADA STANDARDS.

2 SIDEWALK SECTION
SCALE: NOT TO SCALE



NOTES:
1. CRACK CONTROL JOINTS AT 10 FT.
2. EXPANSION JOINTS AT 50 FT.

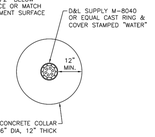
3 CURB AND GUTTER SECTION
SCALE: NOT TO SCALE



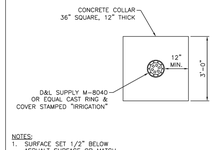
NOTES:
1. CONSTRUCTION AND EXPANSION JOINTS AT 5 FT.
2. EXPANSION JOINTS AT EDGE OF APRON.
3. CROSS DRAIN USED ONLY WHERE DIRECTED BY CITY.

4 CROSS DRAIN SECTION
SCALE: NOT TO SCALE

NOTES:
1. SURFACE SET 1/2" BELOW ASPHALT SURFACE OR MATCH CONCRETE PAVEMENT SURFACE



5 WATER VALVE BOX
SCALE: NOT TO SCALE



NOTES:
1. SURFACE SET 1/2" BELOW ASPHALT OR MATCH CONCRETE PAVEMENT SURFACE

6 IRRIGATION VALVE BOX
SCALE: NOT TO SCALE

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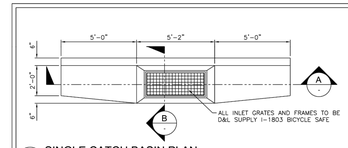
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DESIGN BY: BB
CHECKED BY: RCK
LAST UPDATED: 3/1/VBH
DATE ADOPTED: 3/1/VBH

NO.	REVISION DESCRIPTION	BY	APPR.	DATE
1	UPDATED TYPICAL SERIES	BB	RCK	3/1/13

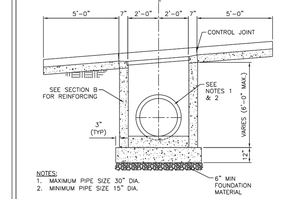
DEVELOPMENT STANDARDS
SYRACUSE CITY CORPORATION

STREET IMPROVEMENT SECTIONS

SHEET 2

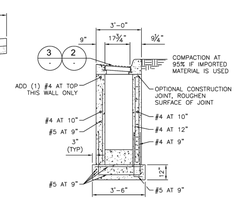


1 SINGLE CATCH BASIN PLAN
SCALE: NOT TO SCALE

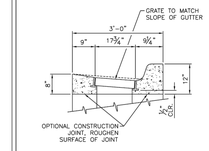


NOTES:
1. MAXIMUM PIPE SIZE 30" DIA.
2. MINIMUM PIPE SIZE 15" DIA.

A SECTION
SCALE: NOT TO SCALE



B SECTION
SCALE: NOT TO SCALE



2 STANDARD CURB AND GUTTER INLET DETAIL
SCALE: NOT TO SCALE

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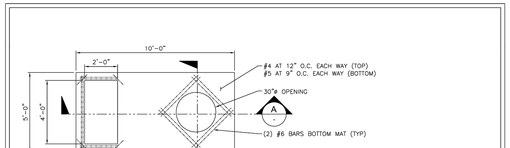
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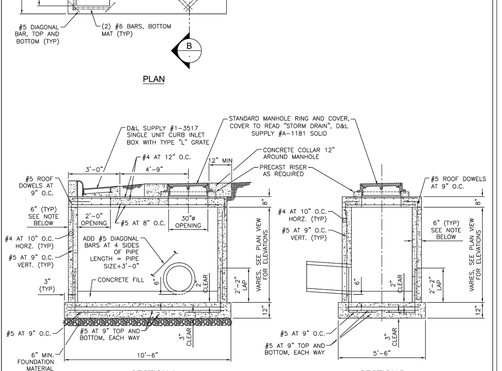
DEVELOPMENT STANDARDS
SYRACUSE CITY CORPORATION

STANDARD CATCH BASIN

SHEET 11



PLAN



SECTION A

SECTION B

NOTE:
USE 6" THICK WALLS FOR WALL HEIGHT UP TO 5'-0". FOR WALL HEIGHT GREATER THAN 5'-0", USE 8" THICK WALLS.

1 COMBINATION INLET/CLEANOUT DETAIL
SCALE: NOT TO SCALE

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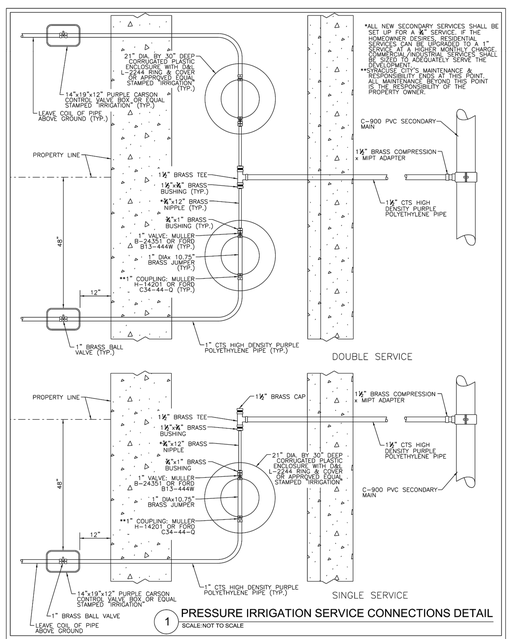
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DATE ADOPTED: 3/1/VBH

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DEVELOPMENT STANDARDS
SYRACUSE CITY CORPORATION

TYPICAL COMBINATION INLET CLEANOUT

SHEET 14



*ALL NEW SECONDARY SERVICES SHALL BE SET UP FOR A "K" SERVICE. IF THE HOMEOWNER DESIRES, RESIDENTIAL SERVICES CAN BE UPGRADED TO A "I" SERVICE AT THEIR EXPENSE. ALL LARGE COMMERCIAL/INDUSTRIAL SERVICES SHALL BE SIZED TO ADEQUATELY SERVE THE DEVELOPMENT.
**SYRACUSE CITY'S MAINTENANCE IS LIMITED TO THE METER. ALL MAINTENANCE BEYOND THIS POINT IS THE RESPONSIBILITY OF THE PROPERTY OWNER.

1 PRESSURE IRRIGATION SERVICE CONNECTIONS DETAIL
SCALE: NOT TO SCALE

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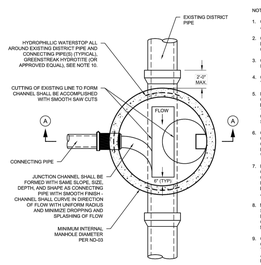
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DATE ADOPTED: 3/1/VBH

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DEVELOPMENT STANDARDS
SYRACUSE CITY CORPORATION

TYPICAL ¾" & 1" PRESSURE
IRRIGATION SERVICE CONNECTIONS

SHEET 21



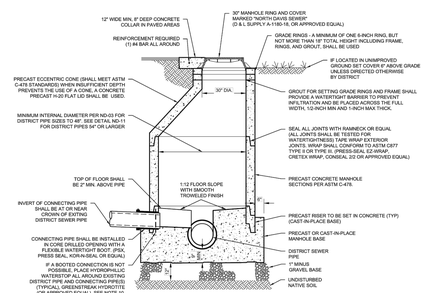
PLAN

NOTES:
1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROPER SLOPE AND CONSTRUCTION OF CONNECTING PIPELINE.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF EXISTING SEWER AND OTHER UTILITIES. PROPER BACKFILLING, COMPACTING, AND PAVEMENT RESTORATION.
3. CONTRACTOR SHALL NOTIFY DISTRICT 48 HOURS BEFORE INSTALLATION BEGINS.
4. CONTRACTOR SHALL GUARANTEE WORK FOR A PERIOD OF ONE YEAR.
5. PRECAST MANHOLE BASES SHALL BE USED FOR CONSTRUCTION OF ALL NEW DISTRICT SEWER SYSTEMS. PRECAST MANHOLE BASES MAY BE USED ON EXISTING DISTRICT SEWERS AT THE CONTRACTOR'S OPTION FOR NEW MANHOLES INSTALLED ON EXISTING DISTRICT SANITARY SEWERS. CONTRACTOR SHALL PROVIDE A SUITABLE FOUNDATION IN ALL AREAS.
6. CAST-IN-PLACE BASE SHALL BE COMPLETED IN A SINGLE POUR. CONCRETE SHALL BE TYPE I/II PORTLAND CEMENT PER ASTM C150 WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI PER ASTM C39. NO ADDITIVES SHALL BE PERMITTED WITHOUT PRIOR APPROVAL BY THE DISTRICT.
7. PRECAST MANHOLE BASES SHALL CONFORM TO ASTM C478. CONCRETE SHALL BE TYPE II/V PORTLAND CEMENT PER ASTM C150 WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 4000 PSI PER ASTM C39. CONNECTIONS TO PRECAST BASES SHALL BE MADE WITH A FLEXIBLE WATERTIGHT BOOT CONFORMING TO ASTM C923, 2-LOK, PRES-SEAL PSX OR APPROVED EQUAL.
8. MANHOLES ON CCFRPM OR CIPP LINED DISTRICT SEWERS SHALL BE PRECAST FRP (ASEAL LF MANUFACTURING INC OR EQUAL) OR POLYMER (ARBORCOR OR EQUAL) LINING, OR OTHERWISE APPROVED BY THE DISTRICT. SEE DETAIL ND-12, ND-13 AND ND-14.
9. GRADE RINGS SHALL BE GROUTED TO PREVENT INFILTRATION. GROUT SHALL BE FULL STRENGTH, NON-METALLIC, NON-SHRINK TYPE V GROUT (MASTERFLOW 713, FIVESTAR GROUT OR APPROVED EQUAL) WITH ADDITIVES FOR PROTECTION AGAINST HYDROGEN SULFIDE ATTACK.
10. PROVIDE HYDROPHILIC WATER STOP BETWEEN PIPE AND CAST CONCRETE, BOTH SIDES, ALL AROUND. CLEAN PIPE USING WIRE BRUSH, POWER WASH OR SAND BLAST TO PROVIDE A CLEAN, DURABLE SURFACE. SECURE WATERSTOP TO PIPE USING MANUFACTURER'S RECOMMENDED METHODS. APPLY LAYER OF GREENSTREAK HYDROTITE OR APPROVED EQUAL BETWEEN WATERSTOP AND PIPE.

NORTH DAVIS SEWER DISTRICT

ND-10 Standard Manhole Connection 1 of 2

Revision 2, Adopted 11/7/2014



SECTION A

NORTH DAVIS SEWER DISTRICT

ND-10 Standard Manhole Connection 2 of 2

Revision 2, Adopted 11/7/2014

No.	Date	By	Revision

HANSEN & ASSOCIATES, INC.
Consulting Engineers and Land Surveyors
538 North Main Street, Brigham, Utah 84302
Visit us at www.hansenassociates.net
(435) 723-3491 (801) 399-4905 (435) 752-8272
Brigham City Logan Ogden

Drawn By: MTH Date: 08/04/20
Designed By:
Checked By:
Approved By:
Scale:
Drawing File: 20-130v19pp(06-11-20)
JOB NUMBER: 19-105

DETAIL SHEET FOR

LEGEND POINTE SUBDIVISION PHASE 2

SYRACUSE CITY, DAVIS COUNTY, UT

Sheet **11** of **11** Sheets

COUNCIL AGENDA

September 8, 2020

Agenda Item #**5** Proposed Resolution R20-33 amending the Syracuse City wage scale for Fiscal Year (FY) 2020-2021.

Factual Summation

- Please review the proposed changes to the fiscal year 2020 – 2021 wage scale. The recommended change to the wage scale is highlighted in red. Any questions regarding this item can be directed at Admin. Services Director Stephen Marshall.

- LeAnn Moyes, our HR Specialist assigned to payroll and benefits, is retiring. Currently I have 2 full-time HR specialist positions that report directly to me. I would like to restructure my department by changing one of the HR specialists' positions to an HR Manager. I would like to promote Shauna Greer to an HR Manager position and have the other HR specialist position report directly to Shauna.

- This would help structure my department so that I do not have as many positions directly reporting to me. It will also create a new division that would be able to handle additional growth when we need to add an additional HR specialist position in the future.

- The financial impact of this change would be zero. I would take some of the savings from LeAnn's wages and use those savings to cover the increase cost of the HR Manager position.

- A benchmark for the new HR Manager position is attached.

Action Item for Agenda
Consider adopting proposed resolution amending the fiscal year 2020-2021 wage scale.

RESOLUTION NO. R20-33

A RESOLUTION OF THE SYRACUSE CITY COUNCIL ADOPTING THE FISCAL YEAR 2020 - 2021 WAGE SCALE.

WHEREAS, Section 5.020 of the City Personnel Policies & Procedures Manual states that the City Council will adopt and maintain a compensation plan, which outlines standards and guidelines for salary and wage administration, pay grade schedules, and comparison/benchmarking strategies; and

WHEREAS, the City Council and Mayor have reviewed the draft wage scale and feel it addresses the needs of the City relative to the most efficient use of the City's resources.

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

Section 1. Adoption. The fiscal year 2020-2021 wage scale is attached hereto as Exhibit "A," and incorporated herein by reference is hereby adopted by Syracuse City.

Section 2. Severability. If any section, part or provision of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other portion of this Resolution, and all sections, parts and provisions of this Resolution shall be severable.

Section 3. Effective Date. This Resolution shall become effective immediately upon issuance.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS 8th DAY OF SEPTEMBER, 2020.

ATTEST:

SYRACUSE CITY

_____
Cassie Z. Brown, City Recorder

By:_____
Mike Gailey, Mayor

FY 2020 - 2021 Wage Scale

Grade	Status	Position Title		Min	Max
412	Salary	City Manager		$89,500	$144,202
411	Salary	City Attorney		$91,970	$139,996
410	Salary	Administrative Services Director		$83,383	$123,947
409	Salary	Community and Economic Development Director		$81,262	$120,646
408	Salary	Police Chief		$78,073	$116,872
		Fire Chief			
407	Salary	Assistant Police Chief		$78,073	$113,315
406	Salary	Public Works Director		$76,775	$122,553
405	Salary	Deputy Fire Chief		$74,000	$ 103,517
404	Salary	Parks & Recreation Director		$73,331	$109,801
403	Salary	Fire Marshal		$65,333	$92,248
402	Salary	Police Lieutenant		$62,377	$92,709
401	Salary	City Recorder		$58,760	$86,505
336	Full-time	City Engineer		$34.35	$49.91
335	Full-time	HR Manager		$33.42	$50.99
334	Full-time	Assistant Parks & Recreation Director		$31.97	$47.68
333	Full-time	Building Official		$27.15	$42.11
332	Full-time	Streets Superintendent		$25.82	$37.27
		Water Superintendent			
		Environmental Superintendent			
331	Full-time	Police Sergeant		$25.56	$37.78
330	Full-time	Planner II/Grant Administrator		$24.35	$36.05
329	Full-time	Recreation Manager		$23.45	$33.82
328	Full-time	Public Works Inspector III		$23.06	$33.52
327	Full-time	Building Inspector III		$22.74	$32.82
		Water Maintenance Crew Leader			
326	Full-time	Police Officer III		$22.25	$32.10
325	Full-time	Human Resources Specialist		$22.06	$33.76
324	Full-time	Public Works Inspector II		$21.92	$31.63
323	Full-time	Public Works Inspector I		$20.90	$30.33
		Building Inspector II			
322	Full-time	Police Officer II		$20.68	$29.19
321	Full-time	Court Clerk Supervisor		$19.78	$29.88
320	Full-time	Parks Maintenance Crew Leader		$19.60	$28.59
319	Full-time	Police Officer I		$19.25	$27.03
		Victim Advocate			
318	Full-time	Planner I/Grants Specialist		$18.94	$27.84
		Detective			
317	Full-time	Fire Captain		$18.74	$26.79

Grade	Status	Position Title		Min	Max
316	Full-time	Code Enforcement Officer		$18.24	$27.11
		Building Inspector I			
		IT Technician			
315	Full-time	Events Coordinator		$18.01	$24.98
314	Full-time	Recreation Program Coordinator		$17.83	$25.74
		Water Maintenance Worker III			
		Environmental Maintenance Worker III			
		Street Maintenance Worker III			
		Utilities Billing Supervisor			
		Faciliites Maintenance Technician			
313	Full-time	Passport Agent / Deputy Recorder		$17.58	$25.53
312	Full-time	Administrative Professional		$17.03	$24.31
311	Full-time	Parks Maintenance Worker III		$17.00	$24.72
310	Full-time	Water Maintenance Worker II		$16.19	$24.48
		Street Maintenance Worker II			
		Environmental Maintenance Worker II			
		Building Permit Technician			
309	Full-time	Fire Engineer		$16.02	$22.90
308	Full-time	Business License Clerk		$15.36	$22.67
		Parks Maintenance Worker II			
		Utilities Billing Clerk			
307	Full-time	Fire Fighter III		$14.81	$21.63
306	Full-time	Court Clerk II / Admin Professional		$14.59	$21.31
		Streets Maintenance Worker I			
		Water Maintenance Worker I			
		Environmental Maintenance Worker I			
305	Full-time	Parks Maintenance Worker I		$13.89	$20.63
304	Full-time	Administrative Assistant		$13.63	$17.66
303	Full-time	Fire Fighter II		$13.20	$19.13
302	Full-time	Court Clerk I		$12.50	$17.92
301	Full-time	Fire Fighter I		$11.17	$12.89
220	Part-time	Staff Accountant		$20.14	$29.97
219	Part-time	Events Coordinator		$17.92	$24.86
218	Part-time	Administrative Professional		$17.03	$24.31
217	Part-time	Building Inspector I		$16.82	$24.82
		Code Enforcement Officer			
216	Part-time	Bailiff		$14.81	$21.63
		Fire Figher III			
215	Part-time	Facilities Maintenance Technician		$14.59	$21.31
		Streets Maintenance Worker I			
		Environmental Maintenance Worker I			
214	Part-time	Museum Curator		$14.00	$21.00
213	Part-time	Parks Maintenance Worker I		$13.89	$20.63

Grade	Status	Position Title		Min	Max
212	Part-time	Administrative Assistant		$13.63	$17.66
211	Part-time	Assistant Recreation Coordinator I		$13.54	$19.73
210	Part-time	Fire Figher II		$13.20	$19.13
209	Part-time	Court Clerk		$12.50	$17.92
208	Part-time	Mail Clerk		$12.25	$17.36
207	Part-time	Fire Fighter I		$11.17	$12.89
206	Part-time	Site Supervisor		$11.01	$14.41
205	Part-time	Front Desk Receptionist		$10.71	$14.41
204	Part-time	Recreation Assistant III		$9.70	$11.94
203	Part-time	Crossing Guard		$9.27	$11.09
202	Part-time	Recreation Assistant II		$8.60	$10.82
201	Part-time	Recreation Assistant I		$7.46	$7.46
104	Seasonal	Seasonal Fire Fighter		$13.00	$18.85
103	Seasonal	Cemetary Maintenance Worker		$10.25	$13.25
		Meter Reader			
		Gang Mower Operator			
102	Seasonal /Temporary	Streets Maintenance Worker		$10.00	$13.00
		Water Maintenance Worker			
		Environmental Maintenance Worker			
		Land Maintenance Worker			
		Administrative Assistant			
101	Seasonal	Intern		$10.00	$10.00

JOB TITLE **HR Supervisor/Manager**

REPORTS TO

PAY SCALE

RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	YEARS OF SERVICE WITH CITY	Notes

BENCHMARK COMPARISON

	RANGE MIN	RANGE MID	RANGE MAX	ACTUAL SALARY	JOB TITLE	INCUMBENT	
BOUNTIFUL	69,313.00	88,376.50	107,440.00	102,440.00	HUMAN RESOURCES MANAGER	1	02/04/2020
DAVIS COUNTY	93,849.60	119,392.00	144,934.40	117,228.80	Deputy Director, Human Resources	2	07/09/2020
HERRIMAN	69,348.00	86,658.00	103,968.00	87,739.00	Human Resources Manager	1	07/26/2019
LAYTON	81,040.00	97,248.00	113,456.00	98,971.00	Human Resource/Risk Manager	1	07/12/2019
NORTH OGDEN	56,367.00	69,613.50	82,860.00	84,094.00	CITY RECORDER/HR DIRECTOR	1	02/21/2020
RIVERDALE	66,581.00	89,710.50	112,840.00	107,390.00	HUMAN RESOURCES MANAGER/TREASURER	1	07/13/2020
SARATOGA SPRINGS	67,221.00	82,346.00	97,471.00	80,975.00	HUMAN RESOURCE DIRECTOR	1	09/05/2018
WASHINGTON TERRACE	43,430.00	55,338.00	67,246.00	67,246.00	TREASURER/HR	1	07/09/2020
WEST POINT CITY	51,459.00	65,353.50	79,248.00	58,011.00	Human Resources	0	07/10/2020
LEHI	69,630.00	85,297.00	100,964.00	96,304.00	HUMAN RESOURCE DIRECTOR	1	09/04/2019
EAGLE MOUNTAIN	71,168.00	86,825.00	102,482.00	75,000.00	HUMAN RESOURCE DIRECTOR	0	02/22/2018
SOUTH JORDAN	94,639.49	114,513.34	134,387.19	115,828.65	Human Resource Director	1	07/01/2019

60th Percentile	$ 69,517.20	$ 87,755.90	$ 106,051.20	$ 93,862.00
Hourly rate	$ 33.42	$42.19	$ 50.99	$ 45.13

COUNCIL AGENDA
September 8, 2020

Agenda Item **#6** Approval of Lease Agreement with NovotX for space in City Hall

Background

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

- Please see attached draft lease agreement with NovotX.

Lease Terms

Below is a general summary of the lease terms:

- Lease Payment
  Year 1: $37,665 or $3,138.75 per month
  Year 2: $38,795 or $3,232.90 per month
  Year 3: $39,959 or $3,329.90 per month (if lease is extended)

- Lease Term
  The Term of this Lease shall be for two (2) years, beginning October 1, 2020 and concluding on September 30, 2022. One 1-year option may be exercised by written, mutual agreement of the parties at the conclusion of the term.

- Security Deposit
  NovotX will submit a security deposit in the amount of $3,138.75

- Utility Charges
  NovotX will be responsible for janitorial and telecommunications charges.

- Termination Clause
  Either party may terminate the lease agreement in writing. The City will be required to give at least 180 days notice of termination. NovotX will be required to give at least 90 days notice of termination.
  .

Action Items

Vote whether to approve the lease agreement with NovotX for office space in City Hall.

LEASE AGREEMENT

THIS STANDARD REAL ESTATE LEASE dated effective this____day of _____ 2020, by and between **SYRACUSE CITY,** a Utah municipal corporation, hereinafter called "Lessor" and NovotX, LLC, hereinafter called "Lessee".

Whereas Lessor and Lessee desire to enter this Lease Agreement to provide for the leasing of space owned by Lessor to Lessee, the parties now agree as follows:

ARTICLE 1 – Premises

Lessor does hereby let to Lessee and Lessee does hereby lease from Lessor, approximately two-thousand four-hundred and thirty (2,430) square feet at 1979 West 1900 South, Suite A, Syracuse, UT 84075, hereinafter called the "Leased Premises." The approximate boundaries are shown and depicted as a "cross hatched" space on Exhibit "A" (which is incorporated by this reference), and the Exhibit also depicts common areas for use in common with others, including service roads, sidewalks and car parking areas. The Leased Premises and use of the common areas are subject to the terms and conditions of this agreement and to reasonable rules and regulations by Lessor.

ARTICLE 2 – Improvements

Lessor and Lessee agree that all improvements currently existing on the Leased Premises and common areas are acceptable for the Lessee's use.

ARTICLE 3 – Use of Premises

Lessee shall use the Leased premises solely for the purpose of providing office space for software development services, which includes meeting with clients on the premises; and for no other purpose without the express written consent of the Lessor. Lessee is allowed to leave vehicles and storage of office equipment on site 24 hours a day as long as they are moved by Lessee for maintenance when appropriate.

ARTICLE 4 – Term & Termination

The Term of this Lease shall be for two (2) years, beginning October 1, 2020 and concluding on September 30, 2022. One 1-year option may be exercised by written, mutual agreement of the parties at the conclusion of the term.

Either party may terminate this Lease at any time, with or without cause, by providing written notification of the termination. Lessor shall provide such notification at least one-hundred eighty (180) days prior to the date of termination, and Lessee shall provide such notification at least ninety (90) days prior to the date of termination. If Lessor terminates the agreement, then Lessee shall only be responsible for payment of rent for dates that it is in possession of the premises. If Lessee terminates the agreement, then it is responsible for payment of rent until the expiration of the ninety (90) days or the date that it vacates the premises, whichever is later.

ARTICLE 5 – Rent

(a) Payment Location. Lessee agrees to pay to SYRACUSE at its office, 1979 West 1900 South, Syracuse, UT, the sum of the following:

(b) Fixed Rental. The annual fixed base rent for the initial term of this lease shall be as follows:

DRAFT - Not an offer

Year 1: $37,665 or $3,138.75 per month
Year 2: $38,795 or $3,232.90 per month
Year 3: $39,959 or $3,329.90 per month (if lease is extended)

(c) Rent Installments. Rent shall be due on the first day of each month and payable in equal installments each month by the tenth day of each month during the term of this lease.

ARTICLE 6 – Past Due Rent

If the monthly payments for the base rent are not made by the 10th day of the month, a late fee of one hundred dollars ($100.00) shall be assessed for each late payment.

Rent that is more than thirty (30) days past due shall begin to accrue interest on unpaid amounts at the rate of ten percent (10%) per annum, compounded monthly.

ARTICLE 7 – Privilege Tax

Utah law requires the payment of a privilege tax for any portion of government premises that is used in connection with a business conducted for profit. *See* Chapter 59-4 of the Utah Code. Pursuant to section 59-4-101(5) of the Utah Code, the tax is imposed on the possessors or users of the property, not the government landlord. The tax is based upon the assessed value of the leased premises. The Lessee understands that it will be solely responsible for the payment of privilege tax, and that Lessor will not be responsible for its payment, nor will rent be reduced on account of the tax payment.

ARTICLE 8 – Exterior Common Area

All automobile parking areas, driveways, entrances and exits thereto, and other facilities furnished by Lessor in or near the premises, including employee parking areas, the truck way or ways, pedestrian sidewalks and ramps, landscaped areas, and other improvements provided by Lessor for the general use, in common of tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Lessor. Lessor shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities.

ARTICLE 9 – Control of Common Area

Lessor shall have the right to construct, maintain and operate lighting facilities on all common areas and improvements; from time to time to change the area, level, locations and arrangement of parking areas, pedestrian sidewalks and ramps, building, common areas and other facilities; to restrict parking by tenants, their officers, agents and employees to employee parking areas; to enforce parking charges (by operation of meters or otherwise), with appropriate provisions for free parking or ticket validating by Lessee; to close all or any portion of these areas or facilities to such extent as may be legally sufficient to prevent a dedication thereof or the accrual of any rights to any person or the public therein; to close temporarily all or any portion of the parking areas or facilities; to discourage non-customer parking; and to do and perform such other acts in and to said areas and improvements as, in the use of good judgment, the Lessor shall determine to be advisable with a view to the improvement and for the convenience and use thereof by Lessees, their officers, agents, employees and customers. Lessor will operate and maintain the common facilities referred to above in such reasonable manner as Lessor in its sole discretion shall determine from time to time. Lessor shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to, and necessary for, the proper operation and maintenance of the common areas and facilities.

DRAFT - Not an offer

ARTICLE 10 – Licenses

All common areas and facilities not within the leased premises, which Lessee may be permitted to use and occupy, are to be used and occupied under revocable permission, and if the amount of such areas be diminished, Lessor shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall such diminution of such areas be deemed constructive or actual eviction. Nevertheless, basic common amenities shall be provided throughout the Term.

ARTICLE 11 – Business Solicitation and Hand Bills

Lessee shall obtain permission from Lessor to distribute or cause to be distributed any handbill or other advertising matter in common areas. All distribution shall comply with city code.

ARTICLE 12 – Signs

Signage plans will be submitted to Lessor for approval prior to any sign being attached to any part of the building.

Lessee will not place or suffer to be placed or maintained on any exterior door or wall or window of City Hall any sign, awning or canopy, or advertising matter or other thing of any kind, and will not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the leased premises without first obtaining Lessor's written approval and consent. Lessor agrees that Lessee may have reasonable exterior signage and that Lessor shall not unreasonably withhold, delay or condition its consent for Lessee's signage. Lessee further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising or matter or other thing as may be approved by Lessor in good condition and repair at all times.

ARTICLE 13 – Installation by Lessee

All fixtures installed by Lessee shall be new or completely reconditioned. Lessee shall not make or cause to be made any alterations, additions or improvements or install or cause to be installed any trade fixture, exterior signs, interior or exterior lighting, plumbing fixtures, shades or awnings or make any changes to the store front without first obtaining Lessor's written approval.

Lessee shall supply all special or professional equipment, including but not limited to refrigerators, drinking fountains, tanks, and special electrical lighting fixtures.

ARTICLE 14 – Alterations

Lessee shall not make any alterations in or additions to the premises involving any change of the structural members or exterior of the building punch or drill holes in the roof, walls or columns of the interior or exterior without the written consent of Lessor. All alterations, decorations, additions and improvements made to the leased premises by the Lessor on the Lessee's behalf by agreement under this lease, which cannot be removed without damage to the premises, shall remain the property of the Lessor.

At the expiration of the Lessee’s occupancy of the Leased Premises, Lessee shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and shall surrender all keys for the Leased Premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes and vaults, if any, in the Leased Premises.

DRAFT - Not an offer

All Lessee's installation or additions to the Leased Premises, which cannot be removed without damage to the Leased Premises, shall be deemed Lessor's property. Lessee shall, prior to any such termination of the term of this Lease, remove from the premises all Lessee's furniture, trade fixtures, and other personal property, and in default of such removal by Lessee all such property and every interest of Lessee in same, shall be conclusively presumed to have been conveyed by Lessee to Lessor under this Lease as a Bill of Sale without compensation, allowance, or credit to Lessee. Lessee shall upon termination of the term of this Lease or of Lessee's right to possession, return to Lessor the premises and all equipment and fixtures comprising a part thereof in as good condition as when Lessee took possession, reasonable wear and tear excepted.

ARTICLE 15 – Lessee Shall Discharge All Liens

If Lessee makes any alteration or construction within the Leased Premises, Lessee shall promptly pay all contractors and material men, so as to minimize the possibility of a lien attaching to the Leased Premises, and should any such lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after Lessee receives notice of the same. Nothing herein contained shall empower Lessee to do any act which can, may or shall cloud or encumber Lessor's title.

ARTICLE 16 – Rules and Regulations

The rules and regulations appended to this lease are hereby made a part of this lease, and Lessee agrees to comply with and observe the same. Lessee's failure to keep and observe said rules and regulations shall constitute a breach of the terms of this Lease in the manner as if the same were contained herein as covenants. Lessor reserves the right from time to time to amend or supplement the rules and regulations and to adopt and promulgate additional reasonable rules and regulations applicable to the Leased Premises. Notice of such additional rules and regulations, and amendments and supplements, if any, shall be given to Lessee and Lessee agrees thereupon to comply with and observe all such rules, regulations, amendments and supplements. Lessor agrees to comply with any due process requirements imposed by the Utah and United States Constitution in passing and implementing rules and regulations.

ARTICLE 17 – Hold Over

Any hold over beyond the termination of this Lease, and any acceptance of rental payments beyond the term of this Lease shall be deemed to have established a month-to-month tenancy as between Lessor and Lessee. During a month-to-month tenancy (terminable in the manner set forth in Utah's Unlawful Detainer Statutes), the tenancy shall be upon the same terms and conditions, including rent, as those in this Agreement.

ARTICLE 18 – Fire Insurance

Lessor shall procure and keep in force during the entire term of this lease, a policy or policies of fire and extended coverage insurance covering the Premises and the improvements thereon (excepting, however, the property to be insured by Lessee as herein provided) in an amount as close as practicable to the full replacement cost of the Premises and the improvements thereon without deduction for depreciation. Lessor may at its election include such insurance within the coverage of any blanket policy or policies of fire and comprehensive insurance covering all or part of the Project.

Lessee shall procure and keep in force during the entire term of this lease a policy or policies of fire and extended coverage insurance in an amount as close as practicable to the full replacement cost of Lessee's trade fixtures, merchandise and other property from time to time situated in or upon the Premises and a policy or policies of business interruption insurance against business interruption which may be

DRAFT - Not an offer

occasioned by a peril covered by a fire and extended coverage insurance policy or occasioned by other occurrences generally covered by business interruption insurance.

ARTICLE 19 – Liability and Casualty Insurance

Lessee shall procure and keep in force during the entire term of this lease, a policy of public liability and property damage insurance covering the Premises and the business operated on the Premises with the following minimum limits: One Million Dollars ($1,000,000.00) for injury to one (1) person; Two Million Dollars ($2,000,000.00) in the aggregate; and One Hundred Fifty Thousand Dollars ($150,000.00) for property damage. Lessee shall maintain Worker Compensation Insurance coverage for its employees, in accordance with Utah law.

Whenever Lessee is required to insure against any risk, said insurance shall be in an insurance company qualified to do business in the State of Utah and having a rating of A- or better by AM Best. Liability policies shall name Lessor as an additional insured. An executed copy of such policy or certificate thereof shall be delivered to Lessor and such other additional insureds, together with a commitment from the insurance carrier endorsed thereon providing that said policy shall not be modified or canceled unless and until Lessor and such additional insureds are given at least thirty (30) days prior written notice of any change or cancellation.

Lessor and Lessee each hereby waive any rights against the other for loss or damage caused by risks herein required to be insured against; provided, however, that this waiver shall be unenforceable against one party if the other party fails to procure and keep in force the policies of insurance required to be obtained hereunder.

Lessee shall not do or permit the doing of any act in or about the Premises which will constitute an extra-hazardous act, or which will violate, suspend or cause a cancellation of any policy of insurance covering any portion of the Project. Lessee agrees to pay any increase in premiums for property insurance (including without limitation fire and extended coverage insurance) carried by Lessor on the Project or the Premises, resulting from the merchandise or articles stored, used or sold in the Premises, or any activity carried on in the Premises , or any omission by Lessee to do any act or any failure by Lessee to provide or install any safeguard prudent to Lessee's type of business or occupancy, whether or not Lessor has consented to or required the same.

ARTICLE 20 – Indemnification

Each party will indemnify the other party and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the premises or any part thereof, or occasioned wholly or in part by any servants, lessees or concessionaires.

ARTICLE 21 – Utility Charges

Lessee shall procure, be solely responsible for, and promptly pay all charges for: janitorial services, data and telecommunications costs. Lessor shall be responsible for all charges for heat, water, gas, electricity, and any other utilities used or consumed on the leased premises, excepting those listed as the responsibility of the Lessee herein. In no event shall Lessor be liable for an interruption or failure in the supply of any such services to the leased premises, unless caused by Lessor's negligence or wrongful acts or omissions. To the extent Lessor is responsible for the interruption or failure, Lessor shall take all reasonable steps to promptly reinstate such services.

DRAFT - Not an offer

ARTICLE 22 – Maintenance

Maintenance by Lessor. Lessor shall, except as to the extent prevented by practical impossibility, and except as otherwise provided herein, keep the exterior of the premises, excluding any signs of Lessee, but including the foundation, roof, entrances and doors, sidewalks, walls, and supporting framework, and equipment including lighting, HYAC, and plumbing fixtures, if any, and any air conditioning system in good condition and repair except for reasonable wear and tear.

Maintenance by Lessee. Lessee shall at Lessee's own expense at all times keep the interior of Leased Premises and all signs, partitions, doors, ceilings, and fixtures in good order, condition and repair. Lessee shall repair any damage to the interior or exterior of Leased Premises caused by Lessee's negligence or default. If Lessor is required to make repairs to structural portions by reason of Lessee's negligent acts or omissions, Lessor may add the cost of such repairs as additional rent which shall thereafter become due.

Lessee's Neglect. If Lessee refuses or neglects to repair property as required hereunder and to the reasonable satisfaction of Lessor, as soon as reasonably possible after written demand, Lessor may make such repairs without liability to Lessee for any loss or damage that may accrue to Lessee's merchandise, fixtures, or other property, or to Lessee's business. Upon completion of the work, Lessee shall pay Lessor's costs for making such repairs plus pay ten percent for overhead, upon presentation of an invoice, as additional rent.

Lessee's Interior. Notwithstanding anything to the contrary in this Agreement, it is expressly understood and agreed that the Lessor shall not be obligated to make any repairs to ceilings or partitions of the interior of the leased premises, or to any items, equipment or fixtures located within or about the Leased Premises except as stated above; Lessor is not liable for damages or any losses which may occur from damage to Lessee's fixtures, merchandise, furniture, floor coverings, or any other items which may be damaged by water, fire or any other cause, unless caused by Lessor's negligence or wrongful acts or omissions.

ARTICLE 23 – State or Governmental Regulations

Lessee shall, at Lessee's sole cost and expense, comply with all requirements and regulations for federal, state, county, municipal or other applicable governmental authorities, now in force or which may hereafter by in force, pertaining to leased premises, and shall at all times observe and use the premises according to municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

ARTICLE 24 – Waste or Nuisance Material

Lessee shall not cause nor permit any waste upon leased premises or any nuisance or other act or thing which may disturb, annoy, or vex any other lessee or customer in the building or area thereof.

ARTICLE 25 – Lessee's Name

Lessee hereby agrees not to change the advertised name of the business operated in the leased premises without written consent approving same by Lessor.

ARTICLE 26 – Assignment and Subletting

Lessee will not assign this lease in whole or in part, nor sublet all or any part of the leased premises without the consent of Lessor.

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ARTICLE 27 – Successors

All rights and liabilities herein given to, or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, and assigns of said parties: and if there shall be more than one Lessee, they shall be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of Lessee unless the assignment to such assignee has been approved by Lessor in writing as provided in Article 28 hereof.

ARTICLE 28 – Corporate Ownership

If without the written consent of Lessor at any time during the term of this Lease any part or all of the corporate shares of Lessee shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition so as to result in a change in the present effective voting control of Lessee by the person or persons owning a majority of said corporate shares on the date of this lease, Lessee shall promptly notify Lessor in writing of such change, and Lessor may terminate this Lease at any time after such change in control by giving Lessee one-hundred eighty (180) days prior written notice of such termination. Lessee may from time to time change the form of its business e.g. from corporation to limited liability company or other legally authorized form of doing business without such constituting a violation of this Section.

ARTICLE 29 – Offset Statement

Within ten days after request therefore by Lessor, Lessee agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, to Lessor, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Lessee. Such request shall not be made more than one time in any calendar year.

ARTICLE 30 – Attornment

Lessee shall, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by the Lessor covering the leased premises, attorn to the purchaser upon any such foreclosure of sale and recognize such purchaser as the Lessor under this Lease, provided such purchaser agrees to abide by all the terms of this lease and to perform all of the obligations of Lessor hereunder.

ARTICLE 31 – Subordination

Upon request of the Lessor, Lessee will subordinate its rights hereunder, except its rights to prepaid rents, to the lien of any mortgage or mortgages, the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and/or buildings of which the leased premises are a part, and to all advances made or hereafter to be made upon the security thereof.

ARTICLE 32 – Attorney-in-Fact

The Lessee, upon written request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of Articles 30 and 31 above as shall be requested by the Lessor. The Lessee hereby irrevocably appoints the Lessor as attorney-in-fact for the Lessee with full power and authority to execute and deliver in the name of the Lessee any such instruments or certificates of attornment or subordination or both. If fifteen (15) days after the date of a written request by Lessor to execute such instruments, the Lessee shall not have executed the same, the Lessor may, at its option, cancel this lease

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without incurring any liability on account thereof, and the term hereby granted is expressly limited accordingly.

ARTICLE 33 – Examination of Premises

The parties hereby acknowledge that the inspection documentation from 2020 represents the conditions of the premises at the date the Lessee took possession of the Leased Premises. The Lessee agrees that when it took possession of the Leased Premises, they were in good order and satisfactory condition. Any deficiencies are listed on the inspection documentation.

ARTICLE 34 – Fire and Other Casualty

If the Lease Premises shall be damaged by fire or other casualty, but are not thereby rendered unfit in whole, Lessor shall at its own expense cause such damage to be repaired, and the rent shall be abated only for the period of interruption. If the premises shall be rendered reasonably un-leaseable in whole or in part by reason of such occurrence the Lessee may, at its election, terminate this lease and the tenancy hereby created by giving to Lessee within ninety (90) days following the date of said occurrence, written notice. In the event of such termination rent shall be adjusted as of such date, and any prepaid rent shall be reimbursed to Lessee.

ARTICLE 35 – Condemnation

If the whole of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, then the term of this lease shall cease and terminate as of the date of title vesting in such proceeding and all rentals shall be paid to that date and Lessee shall have no claim against Lessor nor the condemning authority for the value of any unexpired term of this Lease.

ln the event of any condemnation, taking as aforesaid, whether whole, or partial, the Lessee shall not be entitled to any part of the award paid for such condemnation and Lessor is to receive the full amount of such award, the Lessee hereby expressly waiving any right or claim to any part thereof.

Notwithstanding anything herein to the contrary, Lessee shall receive a refund of any prepaid rents in the event of condemnation and shall be entitled to seek and recover the value of any tenant improvements actually provided by Lessee during the Term together with any other loss of Lessee's property because of condemnation.

ARTICLE 36 – Access by Lessor

Lessor or Lessor's agents shall have the right to enter Leased Premises at reasonable times upon reasonable notice to examine them, to make such repairs, alterations, improvements or additions as are mutually agreed to be necessary or desirable, and to inspect the premises. Lessor shall be allowed to take all material into and upon said premises that may be required therefore without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Lessee, or otherwise. During the three months prior to the expiration of the term of this Lease or any renewal term Lessor may exhibit the premises to prospective Lessees or purchasers, and place upon the premises the usual notices "For Lease" which notices Lessee shall permit to remain present.

Lessee may be open for business and permit an entry into said premises, at any time, when for any reason an entry therein shall be necessary or permissible to Lease the premises. Lessor or Lessor's agents may enter the premises without in any manner affecting the obligations and covenants of this Lease.

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Nothing herein contained, however, shall be deemed or construed to impose upon Lessor any obligations, responsibility or liability whatsoever, for the care, maintenance or repair of the building or any part hereof, except as caused by Lessor's negligence or wrongful acts.

ARTICLE 37 – Lessee's Property

Lessee shall be responsible for and shall pay before delinquency all municipal, county or state taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the leased premises by the Lessee.

Lessor shall not be liable for any damage to the property of Lessee or of others located on the leased premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise, unless caused by Lessor's negligence or wrongful act or omissions. Lessor shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, or snow or leaks from any part of the leased premises or from the pipes, appliances of plumbing works or from the roof, street or sub-surface or from any other place or by dampness or by any other cause of whatsoever nature except for Lessor's negligence or wrongful acts or omissions. Lessor shall not be liable for any such damage caused by other lessees or persons in the Leased premises, occupants of adjacent property, of the Office Complex, or the public, or caused by operation in construction of any private, public, or quasi-public work. All property of Lessee kept or stored on the Leased Premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carrier.

ARTICLE 38 – Waiver

The waiver by Lessor or any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any other term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach, at the time of Lessor's acceptance of such rent. Subsequent breaches of this Lease by Lessee shall be deemed to have not been waived by Lessor unless such waiver is in writing by Lessor.

ARTICLE 39 – Accord and Satisfaction

No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in this lease.

ARTICLE 40 – Entire Agreement

This Lease and Exhibits set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

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Notwithstanding anything herein to the contrary, wherever the consent or approval of Lessor is required, Lessor's approval or consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 41 – No Partnership

Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint venturer or member of a joint enterprise with Lessee as a part of this lease.

ARTICLE 42 – Force Majeure

In the event that either party shall be delayed, hindered, or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, pandemics, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of the Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provision of this section shall not operate to excuse Lessee from prompt payment of rent, additional rent or any other payments required by the terms of this lease for periods when Lessee is not encumbered or impeded by any such occurrences.

ARTICLE 43 – Notice

Any notice, demand, request or other instrument which may be or is required to be given under this Lease shall be delivered in person or sent by United States certified mail postage prepaid and shall be addressed (a) if to Lessor at the address set forth in Article 5 hereof or at such other address as Lessor may designate by written notice and (b) if to Lessee at the leased premises or at such other address as Lessee shall designate by written notice.

ARTICLE 44 – Captions and Section Numbers

The captions, article numbers, and index appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or contents of this Lease, nor in any way affect this Lease.

ARTICLE 45 – Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 46 – Execution of Lease

The submission of this Lease for examination does not constitute a reservation of or option for the leased premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Lessor and Lessee.

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ARTICLE 47 – Security Deposit

Prior to occupancy, Lessee shall provide a security deposit of three-thousand one-hundred thirty-eight dollars and seventy-five cents ($3,138.75). Lessee agrees that if Lessee shall fail to pay the rent herein reserved promptly when due, said deposit may at any time after the 15th of the month, at the option of the Lessor (but Lessor shall not be required to), be applied to any rent due and unpaid, and if the Lessee violates any of the other terms, covenants and conditions of this Lease, said deposit shall be applied to any damages suffered by Lessor, as a result of Lessee's default, to the extent of the amount of the damages suffered.

Nothing contained in this Article shall in any way diminish or be construed as waiving any of the Lessor's other remedies, or by law and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee. Lessee shall, on the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security deposit to its original amount, and Lessee's failure to do so within fifteen (15) days after receipt of such demand, shall constitute a breach of this lease. Should Lessee comply with all of the terms, covenants, and conditions of this lease and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by Lessee to Lessor hereunder, said security deposit shall be returned in full to Lessee at the end of the term of this lease.

ARTICLE 48 – Compliance with Government Regulations

(a) Lessee shall , at Lessee' s sole cost and expense, comply with all requirements of all county, municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal ordinances and state and federal statutes and regulations in force or which may hereafter be in force. Lessee shall also, at its sole cost and expense, obtain all requisite licenses and permits necessary to conduct the business described in ARTICLE 3 above.

(b) Without limiting the foregoing, Lessee shall comply with all governmental rules and regulations pertaining to hazardous or toxic substances and the sale or storage thereof, and further agrees:

(1) Lessee shall not violate any federal, state, or local law, ordinance, or regulation relating to industrial hygiene or to the environmental conditions on, under, or about the Property including, but not limited to, soil and groundwater or dispose of on, under, or about the Property or transport to or from the Property any flammable explosives, radioactive materials , hazardous wastes, toxic substances, or related materials,("Hazardous Materials"). Hazardous Materials shall include, but shall not be limited to, substances defined as "hazardous substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sec 9601-9657, the Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sec 1801-1812, and the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sec 6901-6987.

(2) Lessee shall not release or threaten release of hazardous wastes on, from, or under the Property, except as may have previously been disclosed to and consented by Lessor in writing.

(3) Lessee shall immediately advise Lessor in writing of: (i) any and all enforcement, cleanup, remedial, removal, or other governmental or regulatory actions instituted, completed, or threatened pursuant to any applicable federal, state, or local laws, ordinances, or regulations relating to any Hazardous Materials affecting the Property, and (ii) all claims made or

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threatened by any third party against Lessee in regard to the Property relating to damage, contribution, cost recovery compensation, loss, or injury resulting from any Hazardous Materials.

(4) Lessee's agreement under this subparagraph (b) shall survive any foreclosure of Lessee's interests in the Property.

ARTICLE 49 – Recording

Lessee shall not record this Lease without the written consent of Lessor; however, upon the request of either party hereto the other party shall join in the execution of a memorandum of so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the leased premises, and term of this Lease and shall incorporate this Lease by reference.

ARTICLE 50 – Governing Law & Venue

This Lease shall be governed by the laws of the state of Utah, and both parties agree that exclusive venue for any court filing shall be in the Second District Court of Utah.

FOR LESSOR:	**FOR LESSEE:**
SYRACUSE CITY	**NOVOTX, LLC**
_____	_____
Its: Mayor	Its: _____

Attest:

_____
City Recorder

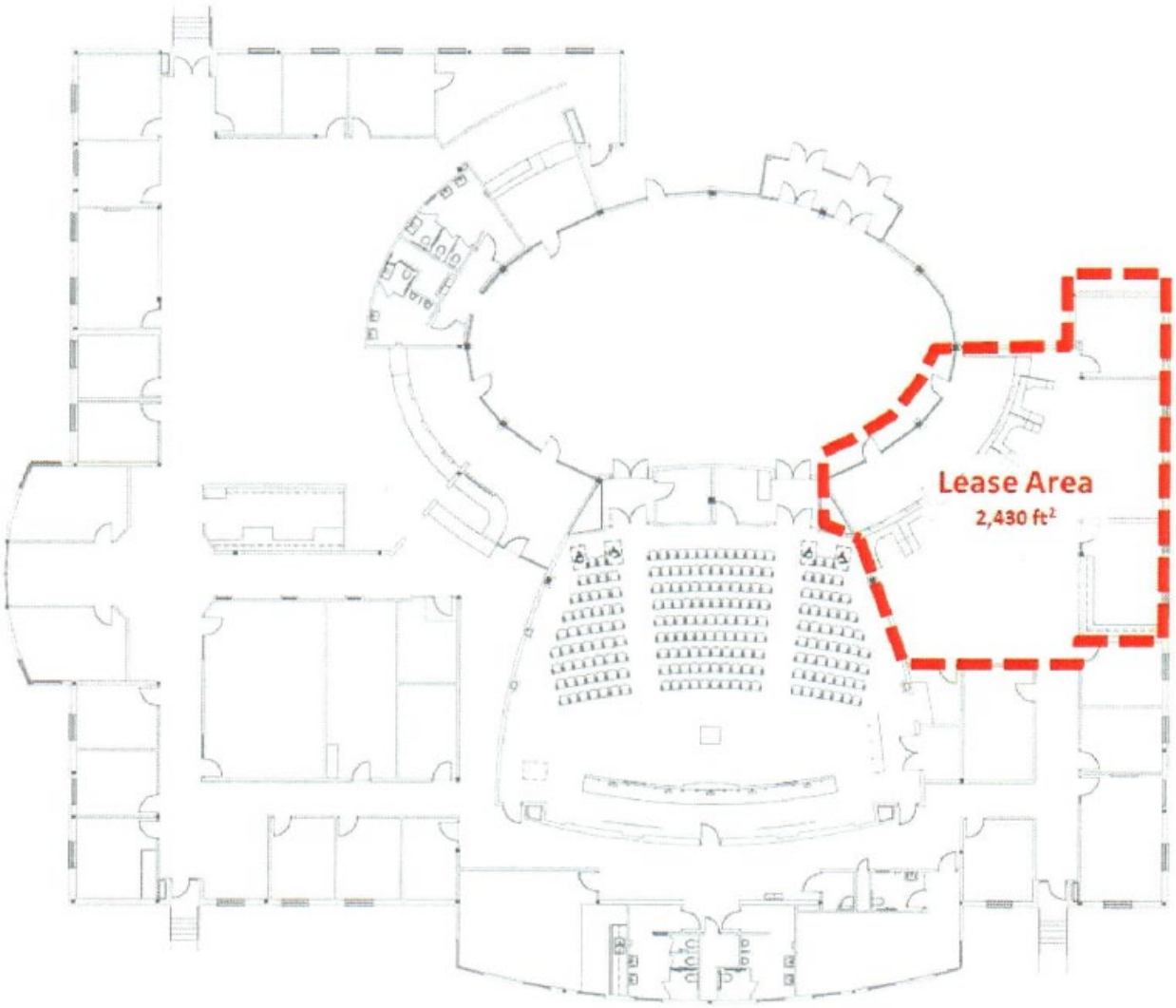
Approved as to form:

/s/ Paul H. Roberts
City Attorney

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EXHIBIT A
LEASED PREMISES

*All Ground surrounding the buildings are considered Common Area. The oval foyer and bathrooms are also considered Common Area and are open to the public during regular business hours.



COUNCIL AGENDA
September 8, 2020

LEGISLATIVE ITEM

Agenda Item # 7 Proposed Rezone A-1 to Mixed Use (MXD)

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:	817 W 1700 S (East of Smith's)
Current Zoning:	A-1
General Plan:	Commercial (allows MXD, GC, PO, or NS)
Acres:	5.29

Summary

Applicant Nate Swain with Blacksmith Development is proposing a rezone to Mixed Use. Please consider the following items

-The proposed change is consistent with the General Plan Map

-Concept plans and building elevations have been submitted with application as required.

- Zoning map amendments are subject to but not limited to the approval standards found in ordinance 10.20.070(E) (see attached staff analysis)

- Planning Commission reviewed the project and held a public hearing on December 3rd. After much opposition was expressed by the neighbors to the south, the project was tabled for further discussion. On Dec. 17, the discussion resumed and concerns about impacts to neighbors, buffering, traffic, utilities, schools, crime, and circulation were explored. The PC voted 5-2 to forward a recommendation for conditional approval to CC. The condition was that the north entrance onto Antelope drive be straitened out to more easily accomodate a fire apparatus. Since that meeting, the applicant has worked with the fire department to design an acceptable entrance configuration. See attached plan (1-22-20 submittal)
-This item has been on hold since January 28, 2020 while the MXD ordinance was amended. The MXD ordinance amendment was finalized on June 9th, 2020. The applicant would like to now resume consideration of his application.
-City Council reviewed the item on 7-14-20 and asked that parking and pedestrian access for the on site commercial be revised. See attached 8-10-20 for updated plans.
-City Council reviewed the item on 7-28-20 and discussed architecture. There were two designs, a flat roof and a pitched roof. Preference was expressed for a pitched roof. A new third architectural design has been submtted in response but had some ordinance issues that needed additional discussion - see attached staff review.
-City Council reviewed the revised plans on 8-11-20 and applicant has since submitted another set of revised plans that have addressed the ordinance issues discussed in the previous meeting.

Goals of Discussion

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

Entitlement Process:

1. Rezone/General Plan Map Amendment



1.1. Submit Application - download available at https://syracuseut.gov/162/Planning



1.2. Staff Review



1.3. Public Noticing

- post sign on property
- place ad in legal section of Standard Examiner
- Send postcards to properties within 300 feet
- Post on Utah Public Notice website https://www.utah.gov/pmn/index.html
- Post on bulletin at city hall



1.4. Planning Commission – Public Meeting – meets on 1st and 3rd Tuesday @ 6pm.

- Present staff review
- Developer answer questions
- Hear public comments
- Forward a recommendation to City Council or potentially table for more discussion



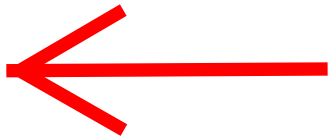
1.5. City Council Work Session – Public Meeting – meets on 4th Tuesday @ 6pm

- Review Planning Commission Recommendation
- Developer answer questions
- Decide if needs to be tabled for more discussion or if ready for a vote in business meeting



1.6. City Council Business Session – Public Meeting – meets on 2nd Tuesday @ 6pm

- Review Planning Commission Recommendation
- Developer answer questions
- Make final decision yes or no. - If yes, proceed to site plan process



2. Site Plan



2.1. Submit Application - download available at https://syracuseut.gov/162/Planning



2.2. Staff Review



2.3. Public Noticing

- post sign on property
- place ad in legal section of Standard Examiner
- Send postcards to properties within 300 feet
- Post on Utah Public Notice website https://www.utah.gov/pmn/index.html
- Post on bulletin at city hall



2.4. Planning Commission – Public Meeting – meets on 1st and 3rd Tuesday @ 6pm.

- Present staff review
- Developer answer questions
- Hear public comments
- Make final decision yes or no. If yes, proceed to building permit process.

3. Building Permit



3.1. Submit Application - download available at https://syracuseut.gov/160/Building



3.2. Staff Review



3.3. Pickup Permit

- Pay fees (inspection, impact, connection, etc)
- Preconstruction meeting for commercial projects



3.4. Construction

- Inspections at each step (footings, framing, roofing, final, ect.)
- Certificate of Occupancy (only after everything is signed off by building, PW, Fire, and Planning)

shall recommend approval, approval with modifications, or denial of the proposed amendment and submit its recommendation to the City Council for review and decision.

(4) The City Council may schedule and hold a public meeting on the application as provided in SCC 10.20.040 and 10.20.050. At the public meeting the City Council shall approve, approve with modifications, or deny the proposed amendment.

(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

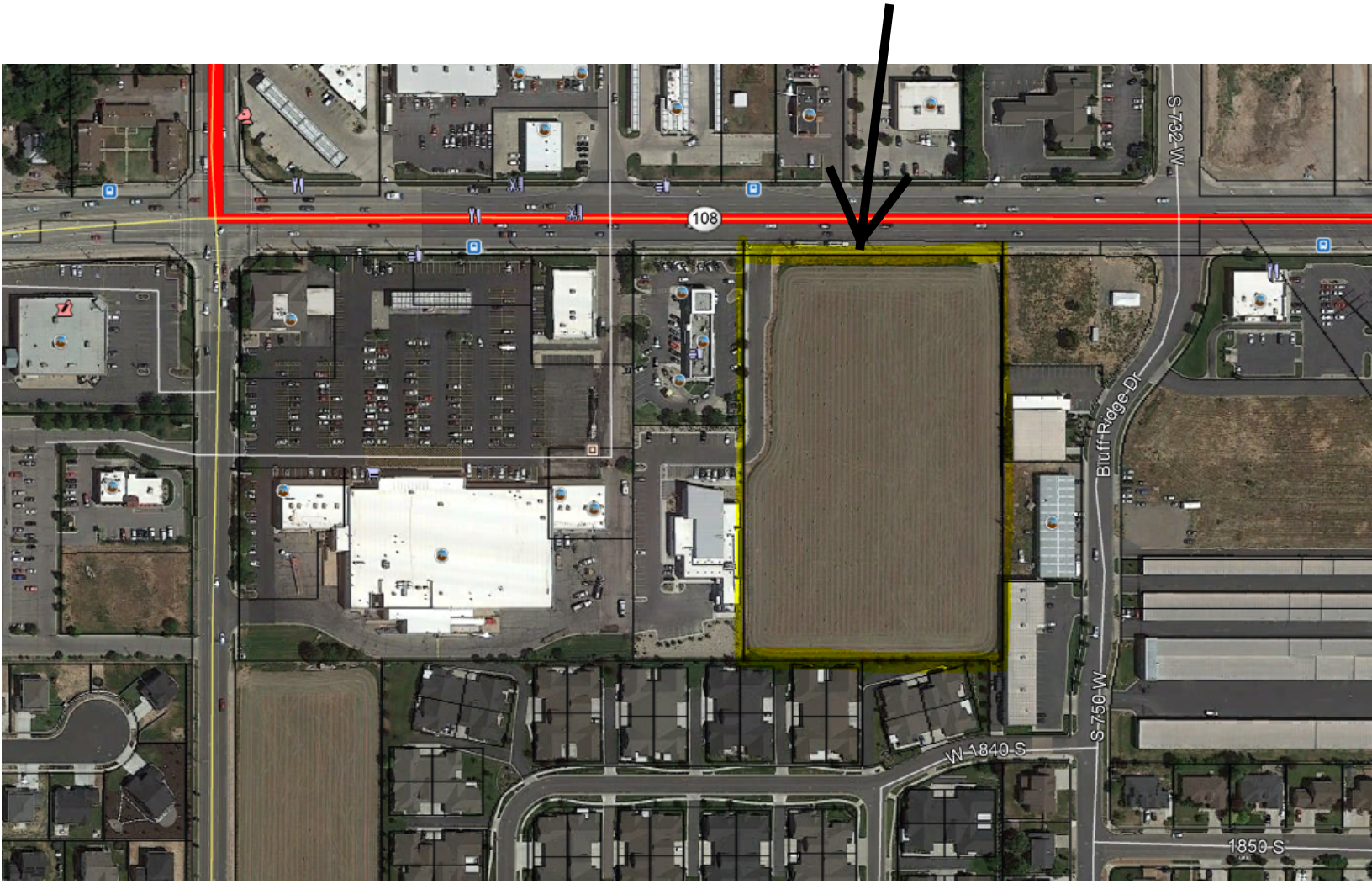
(4) The adequacy of facilities and services intended to serve the subject property, including but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

(F) Appeal of Decision. Any party adversely affected by a decision of the City Council to amend the text of this title or the zoning map may, within 30 days after such decision, appeal to the District Court as provided in Section 10-9a-801 et seq., Utah Code Annotated 1953, as amended.

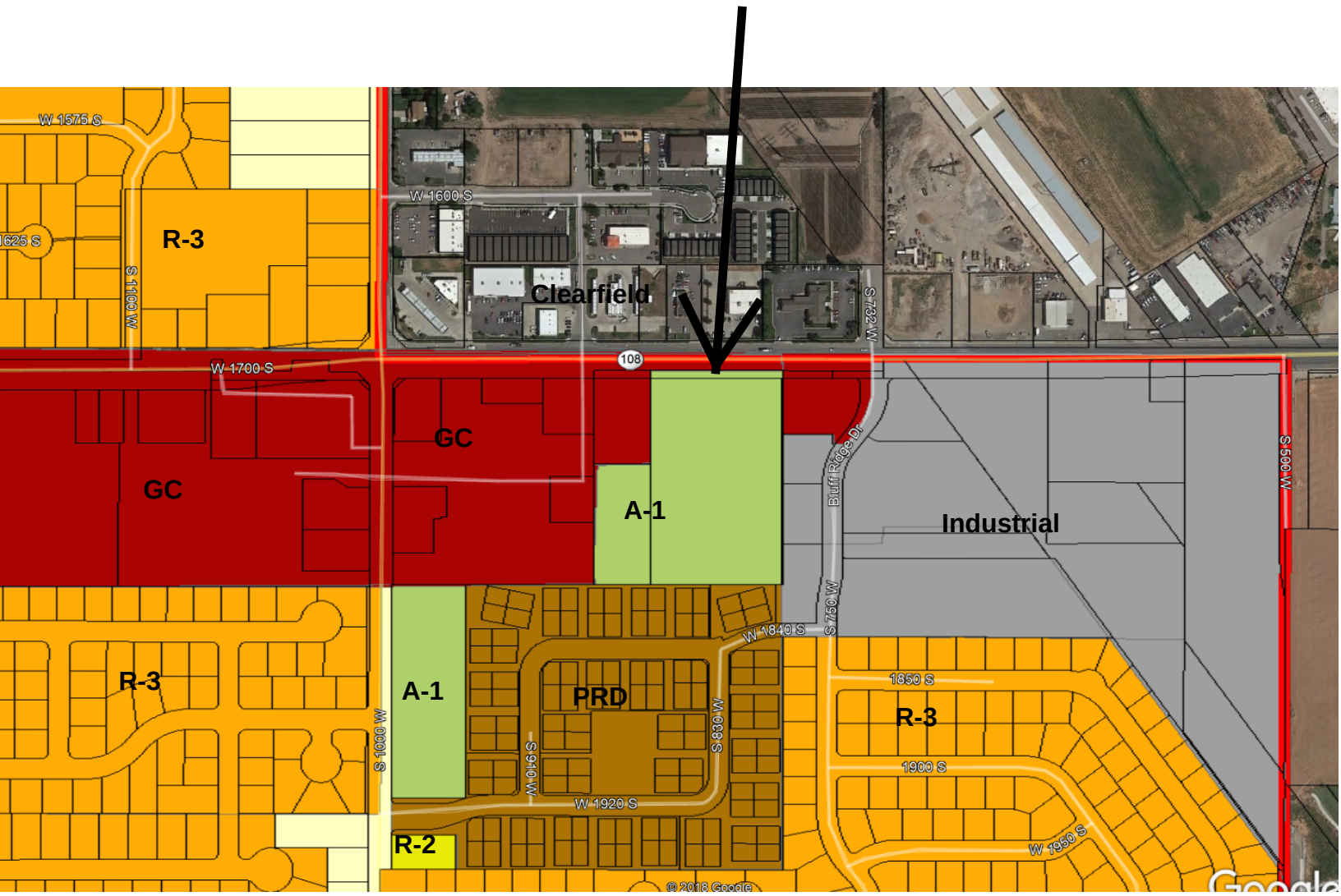
(G) Effect of Approval. Approval of an application to amend the provisions of this title or the zoning map shall not constitute an approval of any conditional use, site plan, or other permit. Obtaining approval of such permits shall be in accordance with applicable provisions of this title.

(H) Effect of Disapproval. City Council denial of an application to amend the provisions of this title or the zoning map shall preclude the filing of another application covering substantially the same subject or property, or any portion thereof, for one year from the date of the disapproval, unless the Planning Commission determines a substantial change in circumstances occurred to merit consideration of the application or the

Vicinity Map



Zoning Map


W 1575 S
R-3
W 1600 S
Clearfield
S 732 W
108
W 1700 S
GC
GC
A-1
Industrial
Bluff Ridge Dr
S 600 W
S 750 W
W 1840 S
R-3
A-1
PRD
1850 S
R-3
S 1000 W
S 930 W
S 910 W
1900 S
W 1920 S
W 1950 S
R-2
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HOUSING

Our housing stock is about 92 percent single-family homes. Very few of those are attached housing units, and most were built prior to 1990. The City's preference is to remain a predominantly bedroom community maintaining the majority of our housing stock as single family dwellings. The city acknowledges that as population increases, a broader diversity of housing types will be needed and desired by our residents. Basement apartments and backyard cottage apartments also known as accessory dwelling units (ADU) are viewed as a preferred way of providing housing options, while also giving a financial boost to the homeowner. Townhomes are another acceptable option but should be limited to locations along arterial roads and major intersections. Townhomes are generally preferred over apartments. Apartments could be an appropriate use if located adjacent to existing commercial, along state highways, or near the West Davis Corridor interchanges. Attached housing is not wanted unless it is well designed to match the architecture and building height of surrounding development.

Moderate-Income Housing

The City sees the need to provide affordable housing options to its residents. As property values increase, so does the cost of houses. This creates a challenge to affordability, even apartments, townhomes, and ADU's can become un-affordable. Oftentimes, households that spend a large percentage of their income for housing struggle to afford adequate healthcare, education, and property maintenance. Also, when budgets are tight, fewer dollars are disposable to spend locally on entertainment and goods. The state requires that each city adopt an affordable housing component in its general plan to address this problem. In an effort to comply with the state affordable housing laws and plan for our future housing needs, an analysis of our housing stock has been provided in appendix 2.

In summary, our analysis found that recent increases in home values mean many of our residents will struggle to purchase a single-family home, even those earning an average wage. The average household brings in $75,961. per year. With that income, the average household could afford a $332,000 home. The average home purchase price in Syracuse in 2019 was $387,450. This of course is higher, meaning that prospective residents either stretch the budget, move elsewhere, or move into attached housing that usually costs less, but is at low supply. Research suggests that the concept of supply and demand is at play here. Syracuse can help alleviate the issue by increasing the supply of housing with the housing types for which there is market demand. Below is the city's preferred strategies chosen from the list of 23 affordable housing action items required by state law 10-9a-403(2)(b)(iii).

Action Items

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

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



ECONOMIC DEVELOPMENT (cont.)

West Davis Corridor and Antelope Drive

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

2000 West and Antelope Drive (Town Center)

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

1000 West and Antelope Drive

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



Infill commercial development along Antelope Drive.

GENERAL PLAN MAP

The General Plan Map is a guide for future development, identifying areas of the city where housing, business, industry, agriculture, and other land uses may be located. It is not a zoning designation and is not binding on the City Council, nor does it always follow parcel boundaries; parcels may have more than one general plan designation. Where there is a split, the general plan designation that occupies the majority of the parcel is the designation of that parcel, unless otherwise determined by the City Council with a recommendation from the Planning Commission. The General Plan Map designations are broad to include multiple zoning options. *See Table 1.* One designation may allow for multiple zones. Zoning decisions will be informed by the General Plan Map, but final land uses are always determined by the City Council. The following page will contain the General Plan Map.

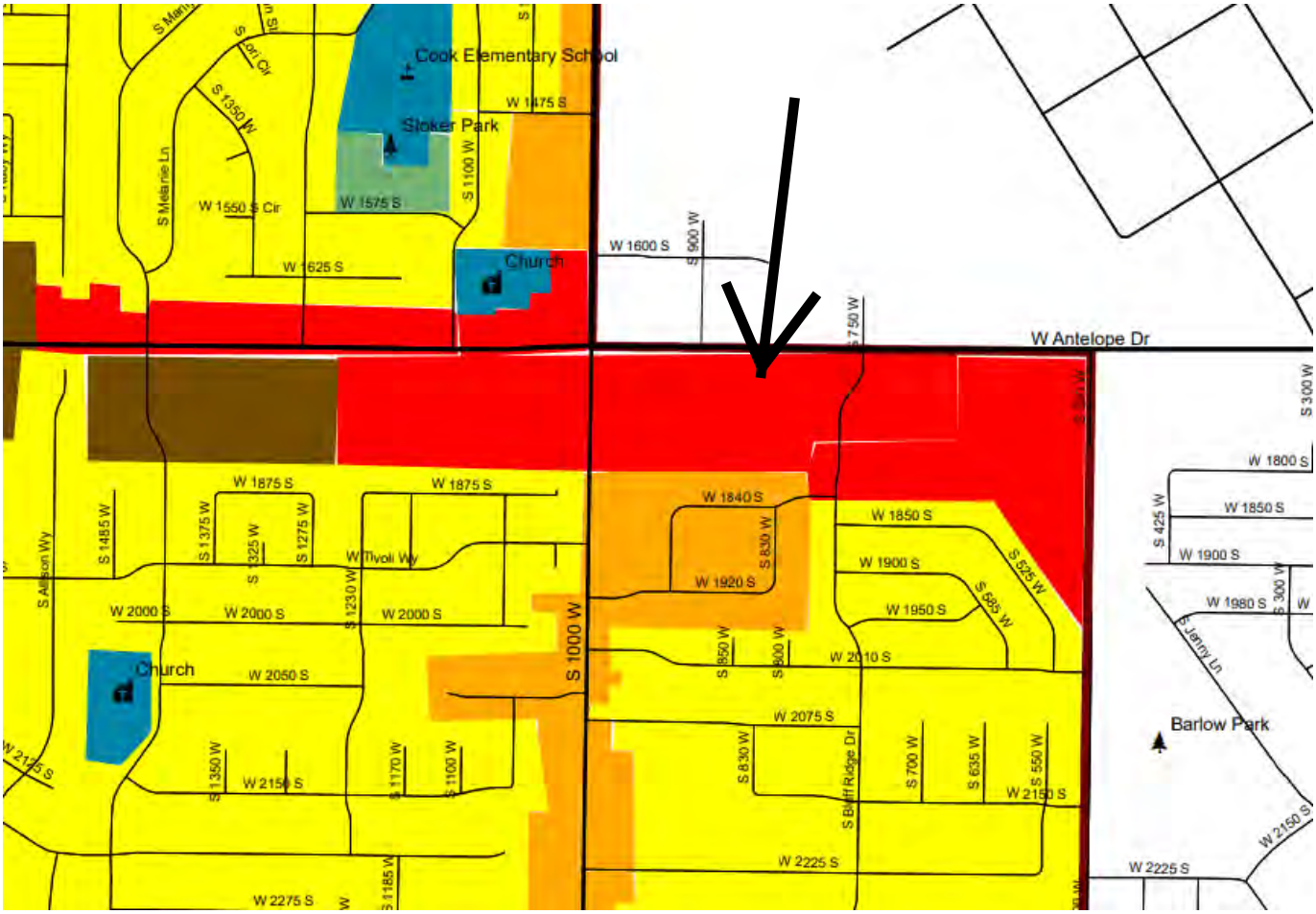
General Plan Designation	Contemplated Zones
Low Density Residential	A-1, R-1, R-2, R-3, Cluster, RPC
Medium Density Residential	Cluster, R-3, RPC, PRD, Neighborhood Services
High Density Residential	R-3, PRD, Neighborhood Services, Mixed Use, G.C., P.O.
Commercial	G.C., P.O., Mixed Use, Neighborhood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

Table 1 – General Plan Map Designations and Corresponding Zones

Action Items

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

General Plan Map



Legend

- Syracuse Municipal Boundary
- Parks, Agriculture, Wetlands (A-1)
- Civic (All Zones)
- Low Denisty 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.

General Plan Map

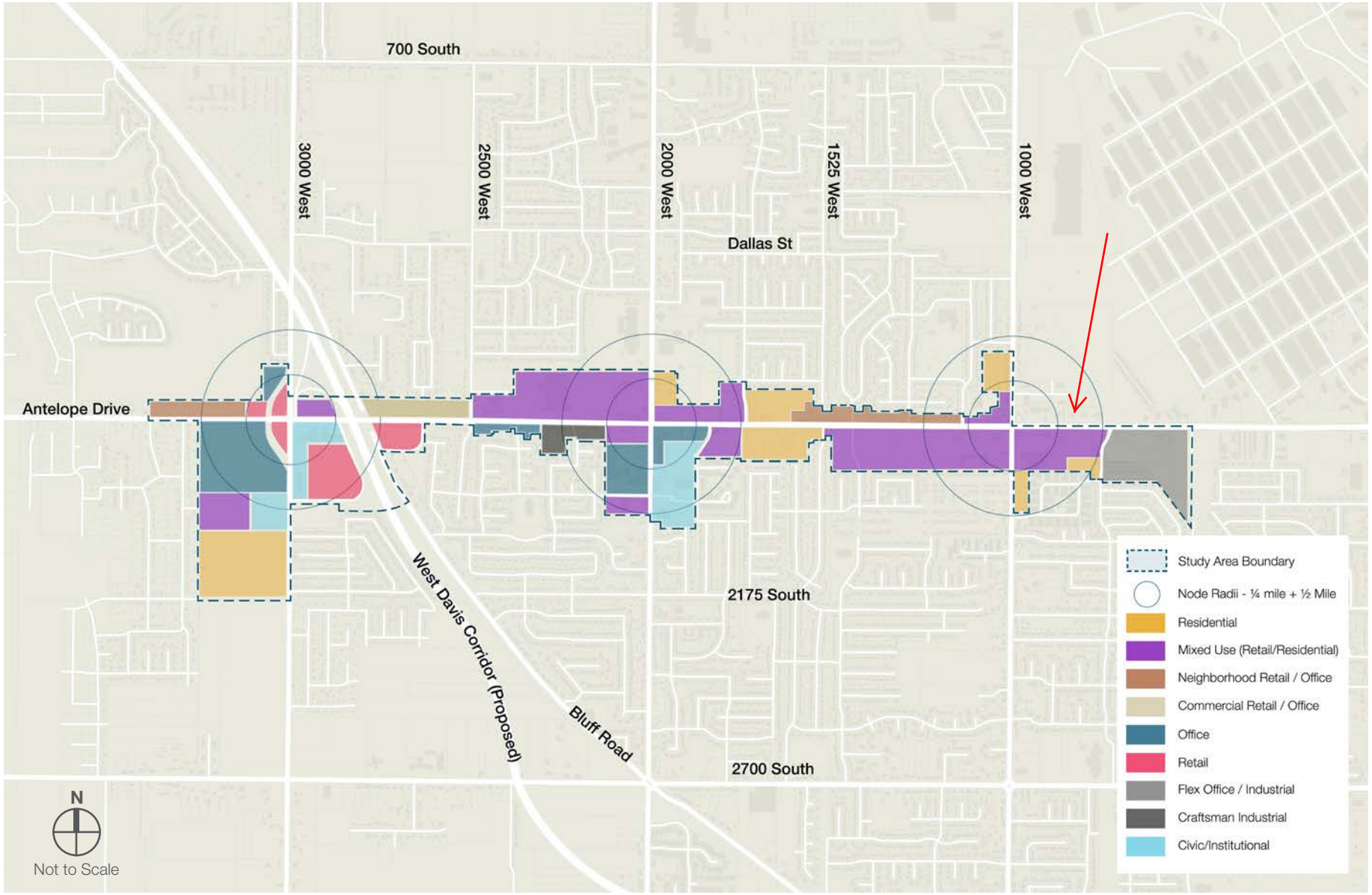
Last Amended: 09/10/19

Legend

- Syracuse Municipal Boundary
- Parks, Agriculture, Wetlands (A-1)
- Civic (All Zones)
- Low Denisty 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.,)
- Future West Davis Corridor & SR-193
- Future West Davis Corridor Interchange

N

0 1 Miles

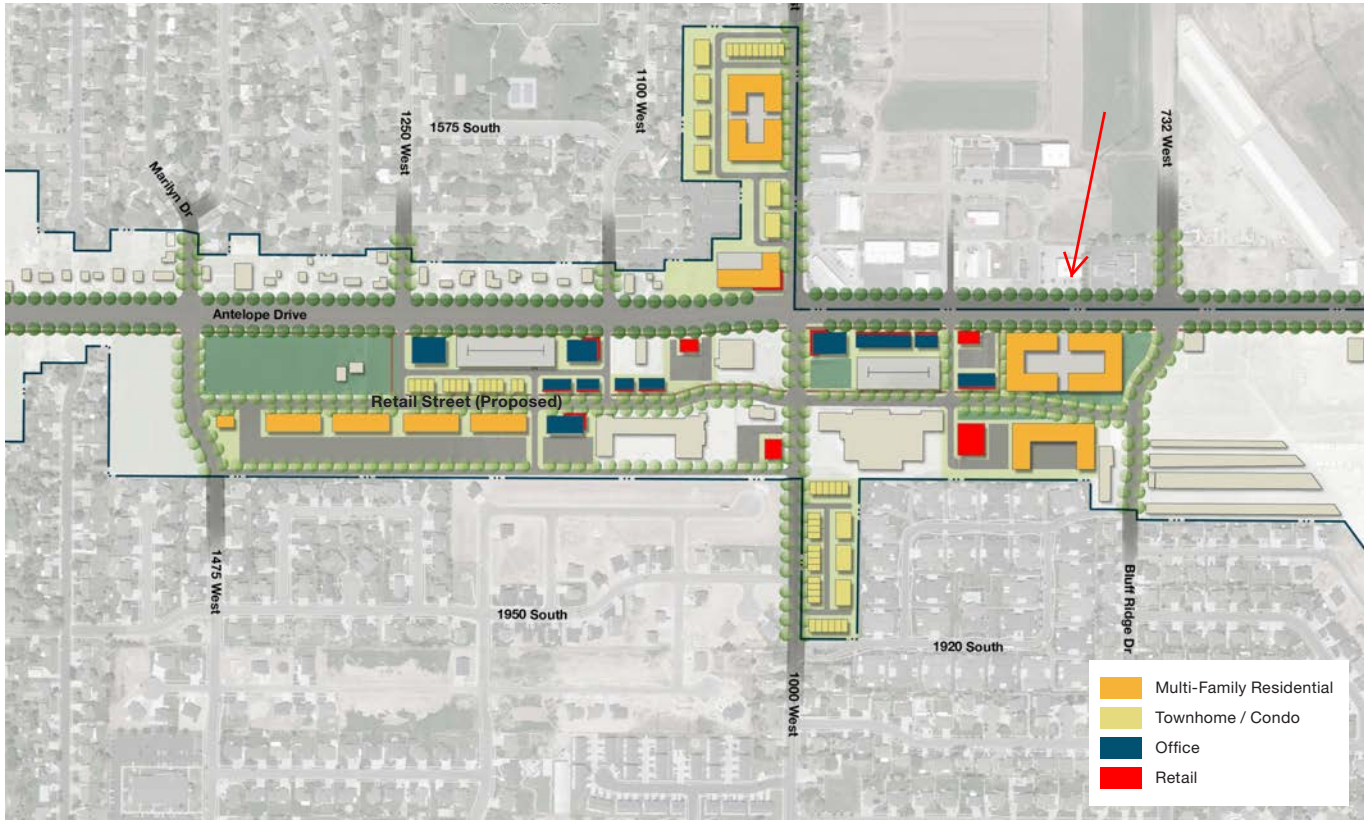

700 South
3000 West
2500 West
2000 West
1525 West
1000 West
Dallas St
Antelope Drive
West Davis Corridor (Proposed)
Bluff Road
2175 South
2700 South
N
Not to Scale
Study Area Boundary
Node Radii - ¼ mile + ½ Mile
Residential
Mixed Use (Retail/Residential)
Neighborhood Retail / Office
Commercial Retail / Office
Office
Retail
Flex Office / Industrial
Craftsman Industrial
Civic/Institutional

East Gateway - Land-Use

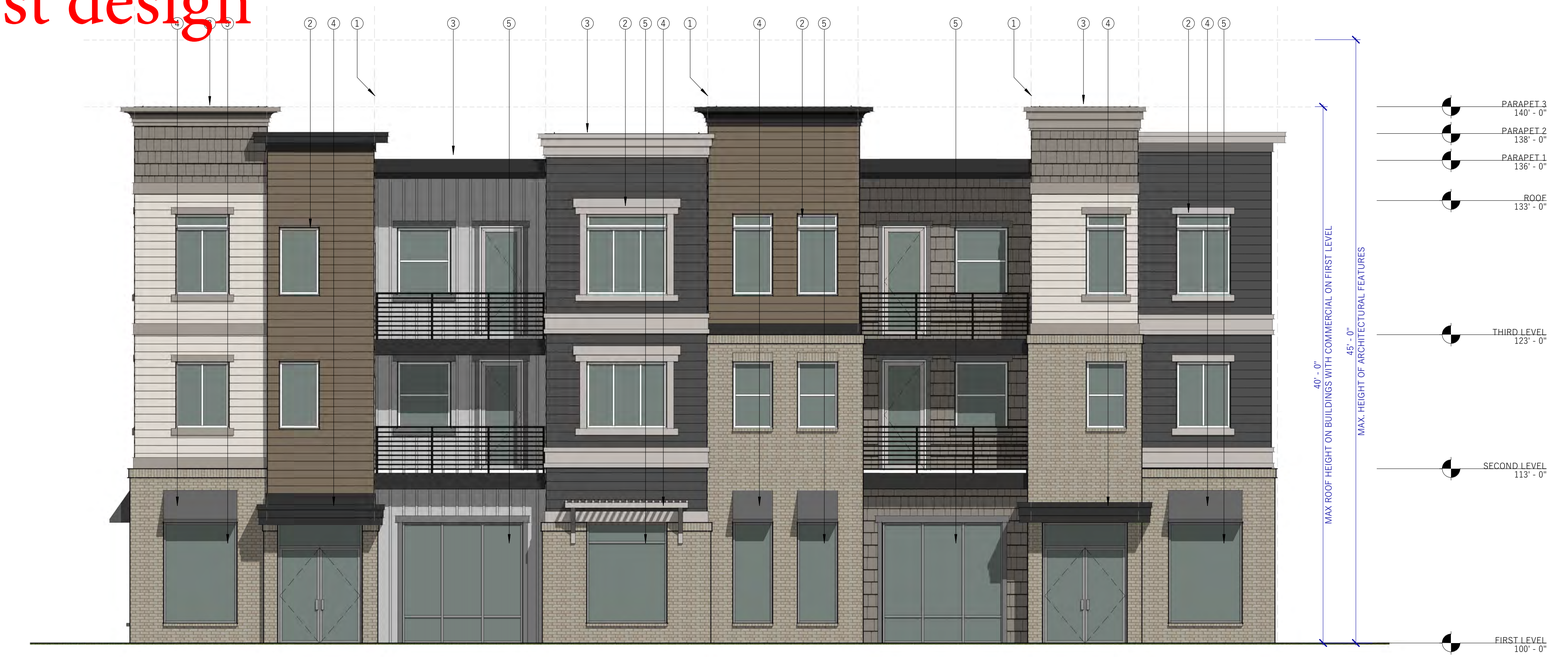
INTENT

The land-uses in the East Gateway node are intended to be a mix of uses in order to create a true mixed-use neighborhood. Currently, the majority of land-uses in the area are retail and service uses. In order to complete the neighborhood, office and residential uses should be added, as well as parks and other public open spaces.

Buildings are encouraged to be vertically mixed-use, wherever feasible, with ground floor retail on office and residential buildings. However, focus should be on lining the Retail Street, first and foremost, with Antelope Drive also a secondary priority for creating a walkable retail street.



1st design



1 A2.1 NORTH ELEVATION
3/16" = 1'-0"



MATERIAL LEGEND

HARDIE TRIM / CORNICE
TRIM COLOR #3
SW6003 - PROPER GRAY

HARDIE BOARD & BATTEN
FIELD COLOR #4
SW6003 - PROPER GRAY

HARDIE LAP SIDING
FIELD COLOR #3
SW7674 - PEPPERCORN

HARDIE TRIM / CORNICE
TRIM COLOR #2
DARK GRAY/BLACK

HARDIE LAP SIDING
FIELD COLOR #2
SW0038 - LIBRARY PEWTER

HARDIE TRIM / CORNICE
TRIM COLOR #1
SW7018 - DOVETAIL

HARDIE SHAKE
FIELD COLOR #2
SW7018 - DOVETAIL

HARDIE LAP SIDING
FIELD COLOR #1
SW7003 - TOQUE WHITE

INTERSTATE BRICK
COLUMBARD

SYRACUSE CODE

10.92.040.6.

B) VERTICAL MIXED-USE MOTIF IS DEFINED AS CONTAINING THE FOLLOWING ELEMENTS (SEE NOTES ON ELEVATIONS):

1. HORIZONTAL AND/OR VERTICAL VARIATION IN WALL OR ROOF PLANE BETWEEN EACH UNIT INTENDED TO GIVE THE APPEARANCE OF MULTIPLE BUILDINGS BUILT OVER A LONG PERIOD OF TIME,
2. VARYING WINDOW SIZE AND HEIGHT WITH EACH SEGMENT,
3. ROOFS OF VARYING STYLES WITH EACH SEGMENT,
4. LARGE FIRST FLOOR WINDOWS AND/OR STOREFRONTS COVERED BY CANOPY OR TRELLIS,
5. FIRST FLOOR STOREFRONTS WITH VARYING STYLES ON EACH SEGMENT SUCH AS BAY OR RECESSED ENTRIES,
6. ENTRANCE DOOR ON CHAMFERED ANGLE WHEN ON CORNER (BUILDING SHOWN NOT AT CORNER)

C) BUILDING HEIGHT: A MAXIMUM HEIGHT OF 35 FEET FROM GROUND TO THE TOP OF THE ROOF STRUCTURE. BUILDINGS LOCATED ADJACENT TO EXISTING SINGLE-FAMILY DETACHED HOMES SHALL BE A MAXIMUM OF TWO STORIES AND/OR 30 FEET, WHICHEVER IS SHORTER. A BONUS HEIGHT UP TO 40' OR THREE STORIES, WHICHEVER IS SHORTER, IS PERMITTED FOR BUILDINGS WITH LEASABLE FIRST FLOOR COMMERCIAL. NON-HABITABLE TOWERS, PARAPETS, OR OTHER DECORATIVE ARCHITECTURAL FEATURES, EXCLUDING ROOF STRUCTURE, SHALL BE ALLOWED OVER 35 FEET BUT NOT TO EXCEED 45 FEET.

K) HORIZONTAL ROOFLINES SHALL VARY AT A MINIMUM OF EVERY 30 FEET. VARIATION CAN BE ACCOMPLISHED BY:

- VERTICAL OFFSET IN RIDGE LINE;
- GABLES;
- PARAPETS;
- CORNICES;
- DORMERS;
- VEGETATED TERRACES;
- TRELLISES;
- OR OTHER ARCHITECTURAL FEATURES SUCH AS, PORTALS, BALCONIES, OR PORCHES.

O) DUPLICATING BUILDING FACADES ADJACENT TO EACH OTHER ON THE SAME SIDE OF THE STREET OR IN A REPEATING PATTERN SHALL NOT BE ALLOWED. THIS MAY BE ACCOMPLISHED BY VARYING THE NUMBER OF STORIES, ROOF TYPE (INCLUDING SHED, GABLE, HIP, DUTCH, DORMER ROOFS, ETC.), OR RIDGELINE DIRECTIONS TO CREATE VARIATION. COLOR VARIATION ALONE IS NOT SUFFICIENT.

P) ARCHITECTURAL VARIATION BETWEEN EACH BUILDING SEGMENT IS REQUIRED.

S) ENTRANCES SHALL BE PRONOUNCED WITH PORTICOS, AWNINGS, ARCHES, COLUMNS, GABLES, PORCHES, STOOPS OR OTHER THREE-DIMENSIONAL ARCHITECTURAL FEATURES.

V) FIRST FLOOR APARTMENT, TOWNHOME, AND SINGLE-FAMILY UNIT ENTRYWAYS SHALL FEATURE A COVERED FRONT PORCH WITH ENOUGH SPACE FOR TWO CHAIRS AND A WALKWAY.

W) A MINIMUM OF THREE COLORS AND MATERIALS PER EXTERIOR ELEVATION IS REQUIRED.

X) EXTERIOR SURFACE MATERIALS ON EVERY FAÇADE SHALL MEET THE REQUIREMENTS FOR FRONT EXTERIOR WALLS FOUND IN SCC 10.30.020.B WITH THE EXCEPTION THAT NO VINYL SIDING SHALL BE PERMITTED ON ANY SIDE.

10.30.020.B

OPTION 2.
ALL SINGLE-FAMILY DWELLINGS, DUPLEXES, AND DETACHED AND ATTACHED TOWN HOMES SHALL HAVE THE **FRONT EXTERIOR WALLS** CONSTRUCTED WITH A MINIMUM **30 PERCENT** OF BRICK, ROCK, OR STONE AND THE REMAINDER COVERED IN HARDY BOARD OR HARDY PLANK. ON CORNER LOTS, THE STREET SIDE OF THE STRUCTURE SHALL HAVE 50 PERCENT, OR UP TO A MAXIMUM HEIGHT OF FOUR VERTICAL FEET OF WAINSCOT, COMPOSED OF BRICK, ROCK, OR STONE.

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.

10.28.110.F

3) PRIMARY MATERIALS: **65%** OF ALL SURFACE MATERIALS, NOT INCLUDING GLASS OR ROOFING MATERIALS, ARE REQUIRED TO INCLUDE A COMBINATION OF BRICK, STONE, CERAMIC TILE, MASONRY MATERIALS, INSULATED METAL PANELS, OR WOOD FIBER/COMPOSITE SIDING. EXPOSED CINDER BLOCK IS NOT PERMITTED, EXCEPT FOR MINIMAL FOUNDATION EXPOSURE. CONCRETE MASONRY UNIT, EXPOSED CONCRETE, STUCCO, VINYL, WOOD SIDING, OR METAL COMPONENTS MAY BE USED AS ACCENT OR SECONDARY MATERIALS ONLY.

FRONT WALL MATERIAL CALCULATION:

FRONT WALL AREA	= **1,917.8 SF**
REQUIRED BRICK, ROCK OR STONE: 1,917.8 SF x 30%	= **575.3 SF**
ACTUAL FRONT WALL BRICK AREA	= **580 SF**

**REMAINDER MATERIAL TO BE FIBER CEMENT SIDING.

A2.1
ELEVATIONS
BRIGGS PROPERTY | SYRACUSE, UT

NOVEMBER 15, 2019

JZW ARCHITECTS

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2nd design

SYRACUSE CODE

10.92.040.6.

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10.30.020.B

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10.28.110.F

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FRONT WALL MATERIAL CALCULATION:

FRONT WALL AREA	= **3,968 SF**
REQUIRED BRICK, ROCK OR STONE: 3,968 SF x 30%	= **1,190 SF**
ACTUAL FRONT WALL BRICK AREA	= **1,190 SF**

**REMAINDER MATERIAL TO BE FIBER CEMENT SIDING.



1 / A2.0 NORTH ELEVATION
3/16" = 1'-0"

A2.0

CONCEPT ELEVATION

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JANUARY 21, 2020

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2nd design



A2.1

ANTELOPE DRIVE RENDERING

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JANUARY 21, 2020

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2nd design



A2.2

NORTH-EAST RENDERING

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JANUARY 21, 2020

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3rd design



1 / A2.0 AP-1 ELEVATION
1/8" = 1'-0"

A2.0

AP-1 ELEVATION

BRIGGS PROPERTY | SYRACUSE, UT

AUGUST 5, 2020

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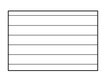
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JZW ARCHITECTS

3rd design




INTERSTATE BRICK
COLUMBARD


HARDIE LAP SIDING
SW7006 - EXTRA WHITE


HARDIE LAP SIDING
SW7659 - GRIS


HARDIE SHAKE
SW7006 - EXTRA WHITE


HARDIE SHAKE
SW7074 - SOFTWARE

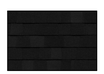

HARDIE BOARD & BATTEN
SW7006 - EXTRA WHITE

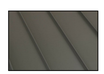

HARDIE BOARD & BATTEN
SW7674 - PEPPERCORN


HARDIE TRIM
DARK GRAY/BLACK


HARDIE TRIM
WHITE


HEAVY TIMBER ACCENTS


ROOF - ASPHALT SHINGLE
BLACK


ROOF - STANDING SEAM
DARK GRAY

1
A2.1 PERSPECTIVE

FRONT WALL MATERIAL CALCULATION:

FRONT WALL AREA	= **4,392 SF**
REQUIRED BRICK, ROCK OR STONE: 5,840 SF x 30%	= **1,318 SF**
ACTUAL FRONT WALL BRICK AREA	= **1,318 SF**

**REMAINDER MATERIAL TO BE FIBER CEMENT SIDING.

BUILDING HEIGHT:	= **45'-0"** (T.O. RIDGE)
AVERAGE HEIGHT OF MAIN ROOF:	= **39' - 3"** (MIDPOINT OF ROOF)
MAX HEIGHT OF NON-HABITABLE FEATURES:	= **44' - 5"** (T.O. RIDGE)

SYRACUSE CITY CODE CH. 10.10 DEFINITIONS:

BUILDING HEIGHT IS AS DEFINED IN THE INTERNATIONAL RESIDENTIAL BUILDING CODE ADOPTED BY SYRACUSE CITY. THE VERTICAL DISTANCE FROM GRADE PLANE TO THE **AVERAGE HEIGHT OF THE HIGHEST ROOF SURFACE**.

A2.1

AP-1 PERSPECTIVE

BRIGGS PROPERTY | SYRACUSE, UT

AUGUST 5, 2020

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JZW ARCHITECTS

4th design



1 A2.0 AP-1 ELEVATION
1/8" = 1'-0"

A2.0

AP-1 ELEVATION

BRIGGS PROPERTY | SYRACUSE, UT

AUGUST 18, 2020

JZW ARCHITECTS

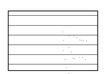
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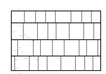
4th design



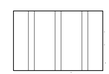

INTERSTATE BRICK
COLUMBARD


HARDIE LAP SIDING
SW7006 - EXTRA WHITE


HARDIE LAP SIDING
SW7659 - GRIS


HARDIE SHAKE
SW7006 - EXTRA WHITE


HARDIE SHAKE
SW7074 - SOFTWARE


HARDIE BOARD & BATTEN
SW7006 - EXTRA WHITE

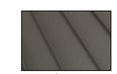

HARDIE BOARD & BATTEN
SW7674 - PEPPERCORN


HARDIE TRIM
DARK GRAY/BLACK


HARDIE TRIM
WHITE


HEAVY TIMBER ACCENTS


ROOF - ASPHALT SHINGLE
BLACK


ROOF - STANDING SEAM
DARK GRAY

1
A2.1
PERSPECTIVE

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ACTUAL FRONT WALL BRICK AREA	= **1,318 SF**

**REMAINDER MATERIAL TO BE FIBER CEMENT SIDING.

BUILDING HEIGHT: = **38' - 7"** (MIDPOINT OF ROOF)
MAX HEIGHT OF NON-HABITABLE FEATURES: = **45' - 0"** (T.O. RIDGE)

SYRACUSE CITY CODE CH. 10.10 DEFINITIONS:

BUILDING HEIGHT IS AS DEFINED IN THE INTERNATIONAL RESIDENTIAL BUILDING CODE ADOPTED BY SYRACUSE CITY. THE VERTICAL DISTANCE FROM GRADE PLANE TO THE **AVERAGE HEIGHT OF THE HIGHEST ROOF SURFACE**.

A2.1

AP-1 PERSPECTIVE

BRIGGS PROPERTY | SYRACUSE, UT

AUGUST 18, 2020

JZW ARCHITECTS

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45 E. CENTER STREET STE 202, NORTH SALT LAKE, UTAH 84054 | 849 W. HILL FIELD RD. STE. 201 LAYTON, UT 84041 | 150 N. MAIN STREET STE. 101 HEBER CITY, UT 84032 | (801) 936-1343

4th design



1
A2.2

AP-2 ELEVATION
1/8" = 1'-0"

A2.2

AP-2 ELEVATION

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4th design





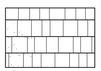
INTERSTATE BRICK
COLUMBARD



HARDIE LAP SIDING
SW7006 - EXTRA WHITE



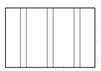
HARDIE LAP SIDING
SW7659 - GRIS



HARDIE SHAKE
SW7006 - EXTRA WHITE



HARDIE SHAKE
SW7074 - SOFTWARE



HARDIE BOARD & BATTEN
SW7006 - EXTRA WHITE



HARDIE BOARD & BATTEN
SW7674 - PEPPERCORN



HARDIE TRIM
DARK GRAY/BLACK



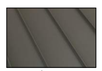
HARDIE TRIM
WHITE



HEAVY TIMBER ACCENTS



ROOF - ASPHALT SHINGLE
BLACK



ROOF - STANDING SEAM
DARK GRAY

1
A2.3

PERSPECTIVE

A2.3

AP-2 PERSPECTIVE

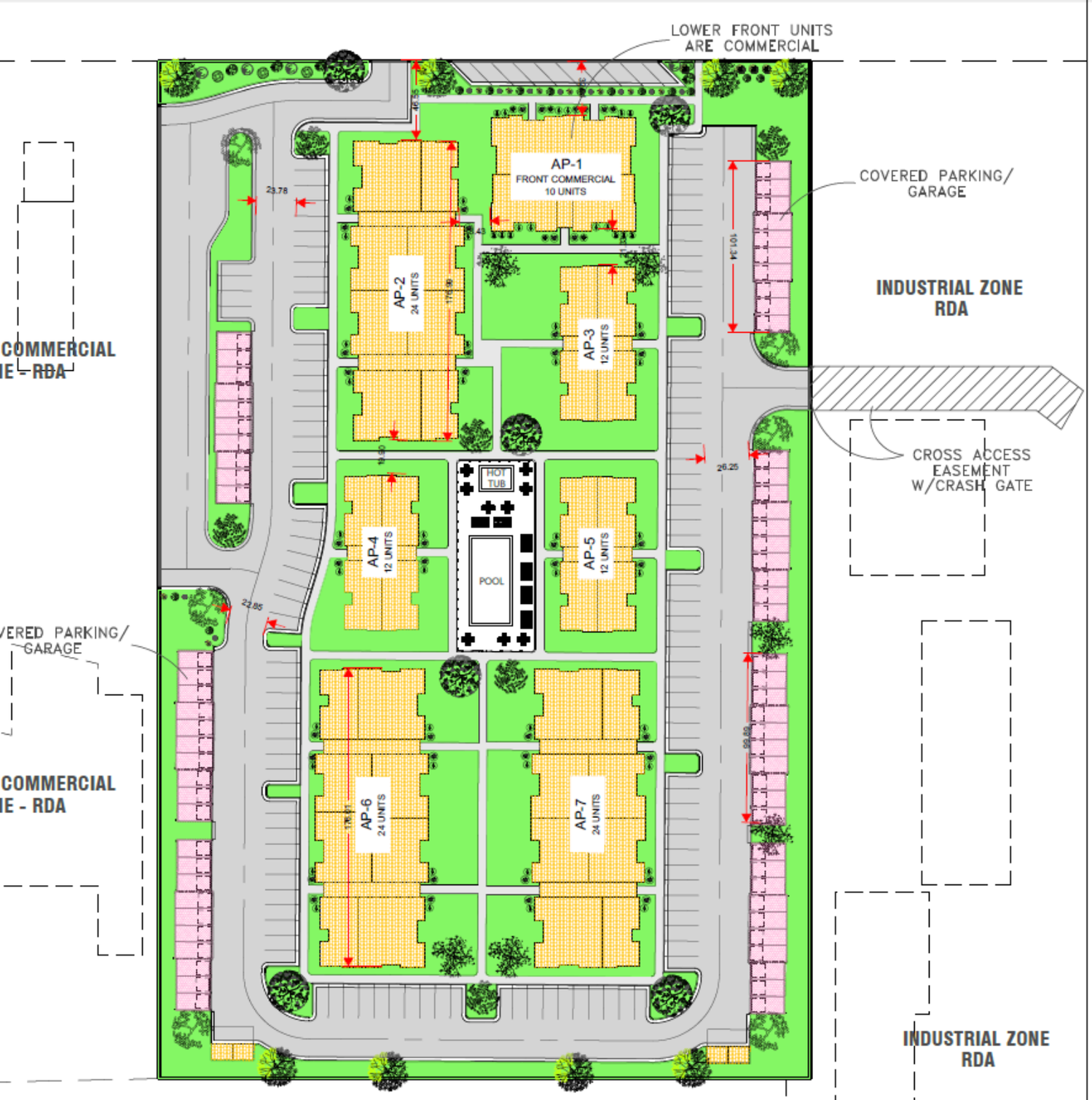
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JZW ARCHITECTS



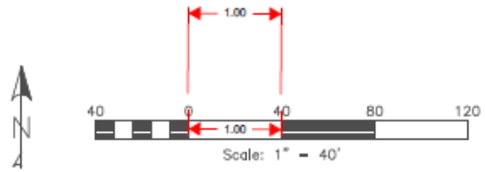
Vicinity Map
NOT TO SCALE

CONCEPT NARRATIVE

LOCATED IN:	SYRACUSE CITY, DAVIS COUNTY	
APARTMENT AREA	5.29 ACRES	
APARTMENT UNITS	122	
APARTMENT DENSITY	23.06 UNITS/ACRE	
OPEN APARTMENT STALLS	134	
GARAGE APARTMENT STALLS	70	
TOTAL APARTMENT PARKING	204	
APARTMENT PARKING DENSITY	1.67 STALLS/UNIT	
BUILDING AREA:	49,050 SF	21.9%
HARD SURFACE AREA:	118,840 SF	51.0%
LANDSCAPE AREA:	62,543 SF	27.1%

AMENITIES:
- POOL
- HOT TUB
- OPEN AREAS

11-19-19 - original proposal



811 Know what's below. Call before you dig.

Notice To Contractors:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM AVAILABLE INFORMATION PROVIDED BY THE SURVEYOR OR CITY PRODUCED DOCUMENTS. THE LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE CONFIRMED IN THE FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE. IF ANY CONFLICT/DISCREPENCIES ARISE, PLEASE CONTACT THE ENGINEER OF RECORD IMMEDIATELY. THE CONTRACTOR IS REQUIRED TO CONTACT THE UTILITY COMPANIES AND TAKE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITIES SHOWN OR NOT SHOWN ON THESE PLANS.

Developer Contact:

Briggs Property
817 W. Antelope Drive
Syracuse, UT

Apartment Concept Plan

Revisions	Date

ENGINEERS STAMP

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 11/19/2019
Name: BRIGGS CONCEPT

SHEET



Vicinity Map
NOT TO SCALE

CONCEPT NARRATIVE

LOCATED IN:	SYRACUSE CITY, DAVIS COUNTY	
APARTMENT AREA	5.29 ACRES	
APARTMENT UNITS	118	
APARTMENT DENSITY	22.31 UNITS/ACRE	
OPEN APARTMENT STALLS	166	
GARAGE APARTMENT STALLS	70	
TOTAL APARTMENT PARKING	204	
APARTMENT PARKING DENSITY	2.0 STALLS/UNIT	
BUILDING AREA:	50,275 SF	21.8%
HARD SURFACE AREA:	122,360 SF	53.1%
LANDSCAPE AREA:	57,797 SF	25.1%

AMENITIES:
- POOL
- HOT TUB
- GAME ROOM
- OPEN SPACE
- DOG PARK
- TOT LOT

11-27-19 Changes:
45 degree to parallel parking
added crosswalks
added dumpsters 2 to north
added street trees on north
added shrubs & trees on south and around
Added amenities - tot lot, dog park, gameroom

N

40 0 40 80 120
Scale: 1" = 40'

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Developer Contact:





Vicinity Map
NOT TO SCALE

CONCEPT NARRATIVE

LOCATED IN:	SYRACUSE CITY, DAVIS COUNTY	
APARTMENT AREA	5.29 ACRES	
APARTMENT UNITS	118	
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LANDSCAPE AREA:	57,797 SF	25.1%

AMENITIES:
- POOL
- HOT TUB
- GAME ROOM
- OPEN SPACE
- DOG PARK
- TOT LOT

1750 SF OF COMMERCIAL SPACE

MAX INTERIOR BUILDING HEIGHT IS 35'

1 BEDROOM UNIT - 935 SF
2 BEDROOM UNIT - 1,200 SF
3 BEDROOM UNIT - 1,565 SF

12-11-19 Changes:
Lengthened 'throat' of entrance
added patio seating/bike parking for commercial
added sf info for units
Relocated garages to south boundary for added buffer
Added more trees to south boundary for buffer
Shifted location of pool/amenities
Rotated southern building

N

40 0 40 80 120
Scale: 1" = 40'

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Developer Contact:

Spencer Wright
Wright Development Group
1178 W. Legacy Crossing Blvd Ste 100

Briggs Property
817 W. Antelope Drive
Syracuse, UT

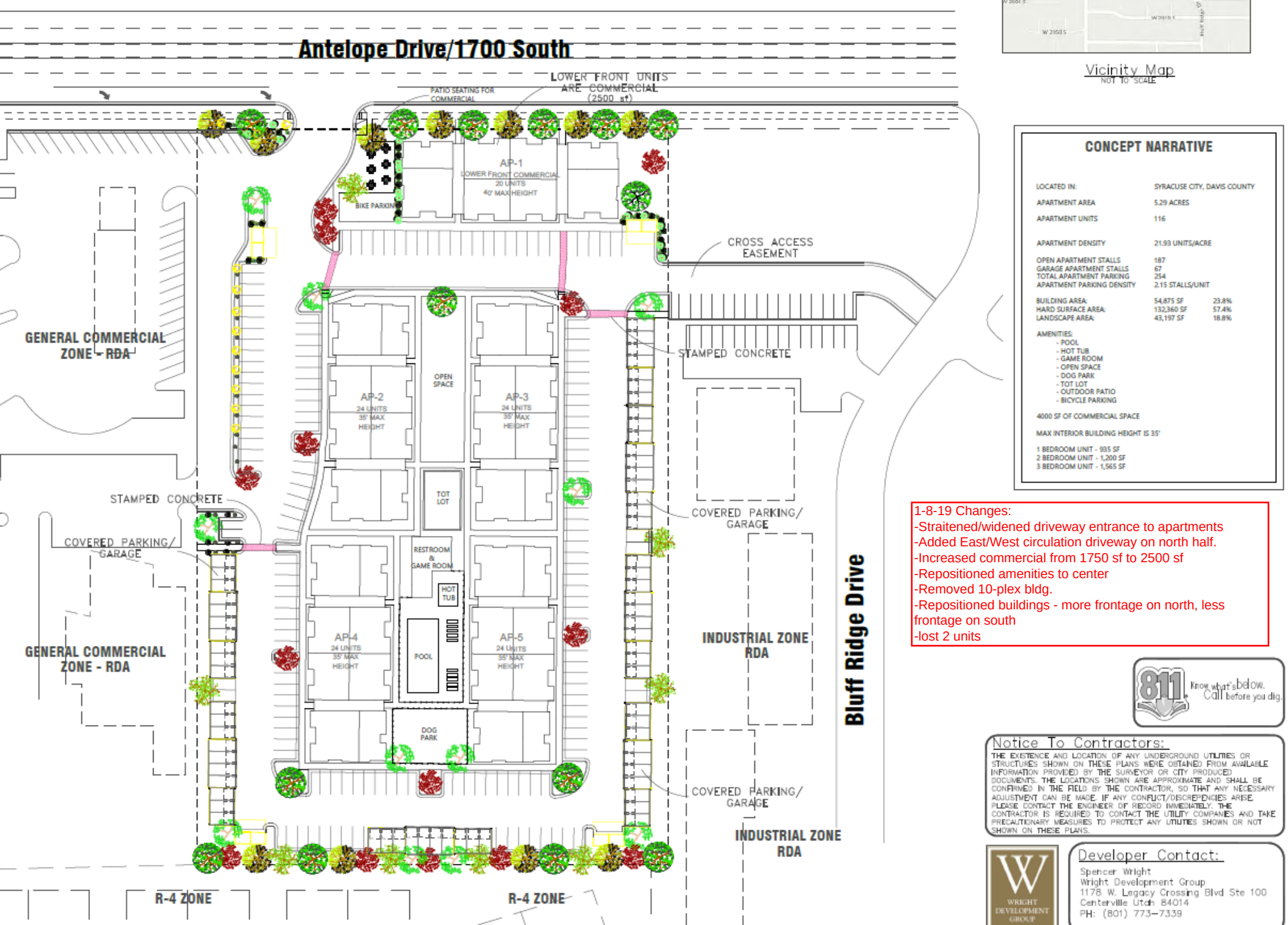
Apartment Concept Plan

Revisions	Date

ENGINEERS STAMP

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 11/19/2019
Notes: BRIGGS CONCEPT

SHEET 2 3



Vicinity Map
NOT TO SCALE

CONCEPT NARRATIVE

LOCATED IN:	SYRACUSE CITY, DAVIS COUNTY	
APARTMENT AREA	5.29 ACRES	
APARTMENT UNITS	116	
APARTMENT DENSITY	21.93 UNITS/ACRE	
OPEN APARTMENT STALLS	187	
GARAGE APARTMENT STALLS	67	
TOTAL APARTMENT PARKING	254	
APARTMENT PARKING DENSITY	2.15 STALLS/UNIT	
BUILDING AREA:	54,875 SF	23.8%
HARD SURFACE AREA:	132,360 SF	57.4%
LANDSCAPE AREA:	43,197 SF	18.8%

AMENITIES:
- POOL
- HOT TUB
- GAME ROOM
- OPEN SPACE
- DOG PARK
- TOT LOT
- OUTDOOR PATIO
- BICYCLE PARKING

4000 SF OF COMMERCIAL SPACE

MAX INTERIOR BUILDING HEIGHT IS 35'

1 BEDROOM UNIT - 935 SF
2 BEDROOM UNIT - 1,200 SF
3 BEDROOM UNIT - 1,565 SF

1-8-19 Changes:
-Straitened/widened driveway entrance to apartments
-Added East/West circulation driveway on north half.
-Increased commercial from 1750 sf to 2500 sf
-Repositioned amenities to center
-Removed 10-plex bldg.
-Repositioned buildings - more frontage on north, less frontage on south
-lost 2 units

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WRIGHT DEVELOPMENT GROUP

Developer Contact:

Spencer Wright
Wright Development Group
1178 W. Legacy Crossing Blvd Ste 100
Centerville Utah 84014
PH: (801) 773-7339

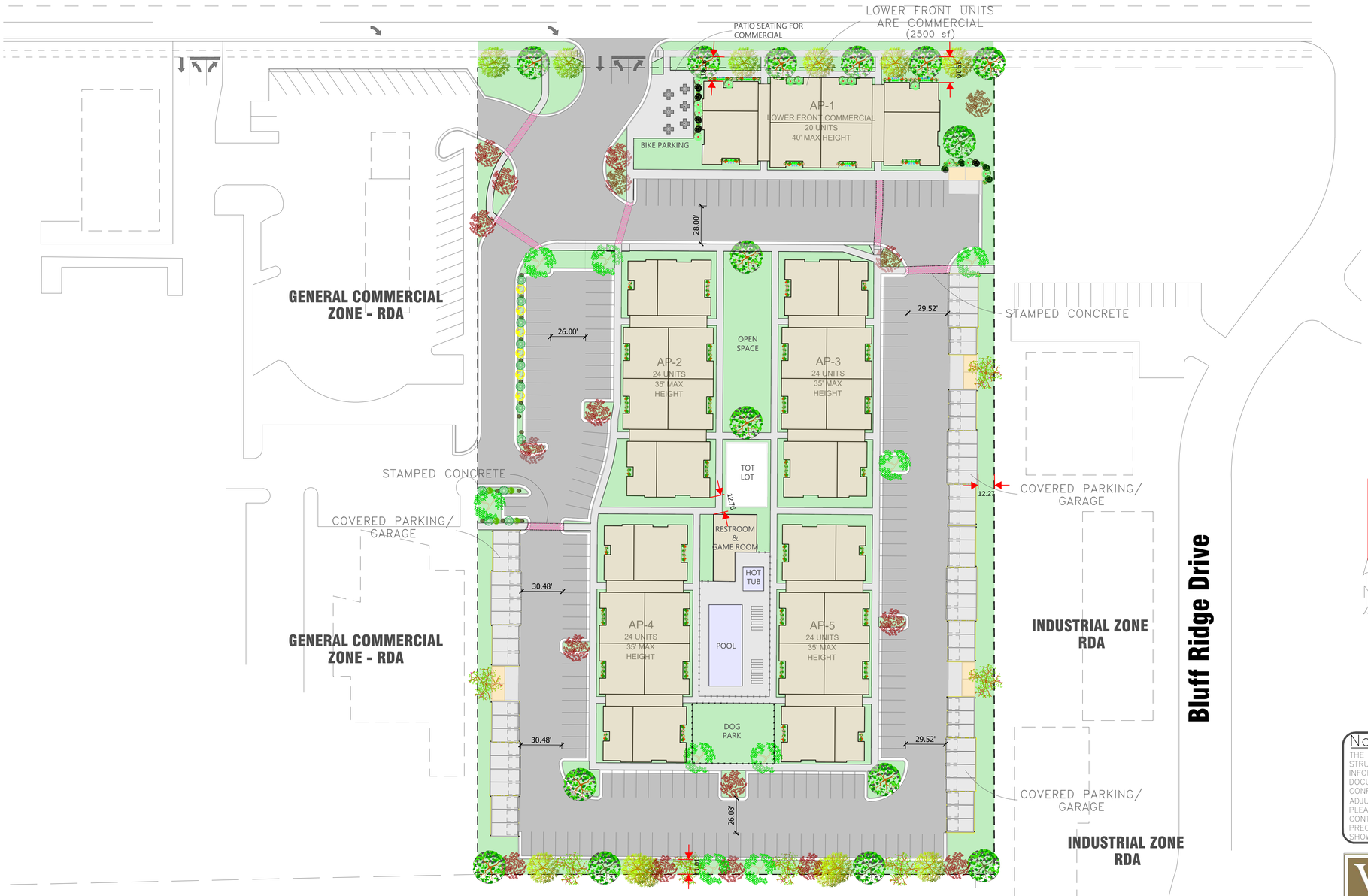
Briggs Property

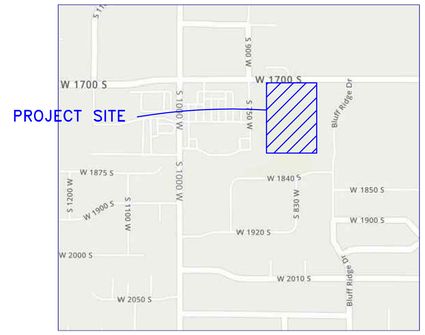
Apartment
Concept Plan

APPROX. ADDRESS: 817 WEST ANTELOPE DRIVE, SYRACUSE, UT

CURRENT ZONE: A-1
PROPOSED ZONE: MIXED USE

LEGAL DESCRIPTION:
ALL OF LOT 2, BRIGGS & SONS SUBDIVISION.
CONTAINS 5.290 ACRES





Vicinity Map
NOT TO SCALE

CONCEPT NARRATIVE

LOCATED IN:	SYRACUSE CITY, DAVIS COUNTY	
APARTMENT AREA	5.29 ACRES	
APARTMENT UNITS	116	
APARTMENT DENSITY	21.93 UNITS/ACRE	
OPEN APARTMENT STALLS	175	
GARAGE APARTMENT STALLS	57	
TOTAL APARTMENT PARKING	235	
APARTMENT PARKING DENSITY	2.00 STALLS/UNIT	
BUILDING AREA:	69,343 SF	30.1%
HARD SURFACE AREA:	117,892 SF	51.1%
LANDSCAPE AREA:	43,197 SF	18.8%

AMENITIES:
- POOL
- HOT TUB
- GAME ROOM
- OPEN SPACE
- DOG PARK
- TOT LOT
- OUTDOOR PATIO
- BICYCLE PARKING

4000 SF OF COMMERCIAL SPACE

MAX INTERIOR BUILDING HEIGHT IS 35'

1 BEDROOM UNIT - 935 SF
2 BEDROOM UNIT - 1,200 SF
3 BEDROOM UNIT - 1,565 SF

1-22-20 Submittal
-new 4 way intersection,
-loss off cross access to east
-removed garages on south

N
40 0 40 80 120
1:00
Scale: 1" = 40'

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Spencer Wright
Wright Development Group
1178 W. Legacy Crossing Blvd Ste 100
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PH: (801) 773-7339

Briggs Property
817 W. Antelope Drive
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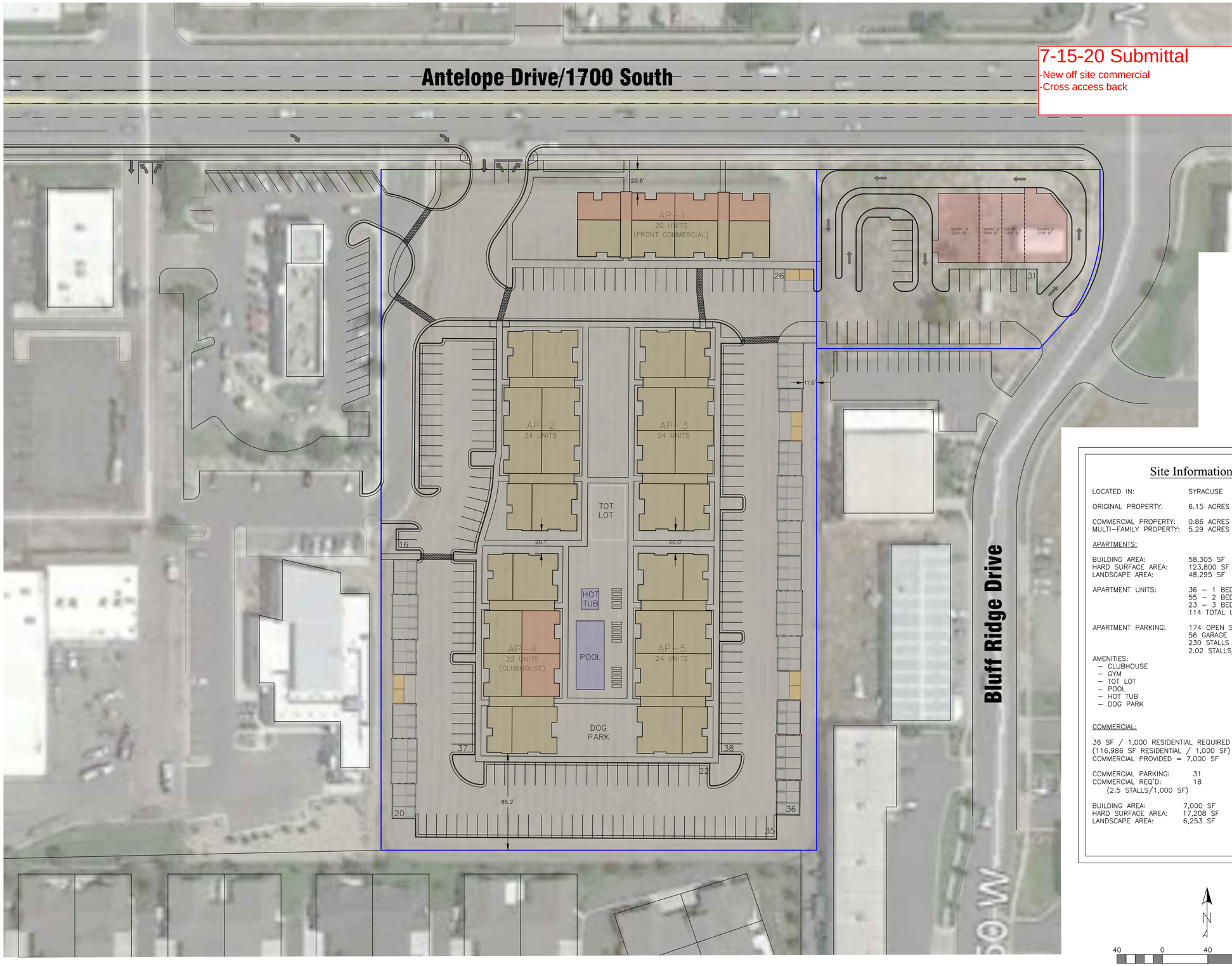
Apartment
Concept Plan

Revisions	Date

ENGINEERS STAMP

PROJECT INFO.
Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 11/19/2019
Name: BRIGOS CONCEPT

SHEET 2 OF 3 SHEETS



7-15-20 Submittal

-New off site commercial
-Cross access back

Site Information

LOCATED IN:	SYRACUSE CITY, DAVIS COUNTY
ORIGINAL PROPERTY:	6.15 ACRES
COMMERCIAL PROPERTY:	0.86 ACRES
MULTI-FAMILY PROPERTY:	5.29 ACRES

APARTMENTS:

BUILDING AREA:	58,305 SF	25.3%
HARD SURFACE AREA:	123,800 SF	42.8%
LANDSCAPE AREA:	48,295 SF	54.6%

APARTMENT UNITS:
36 – 1 BEDROOM UNITS
55 – 2 BEDROOM UNITS
23 – 3 BEDROOM UNITS
114 TOTAL UNITS

APARTMENT PARKING:
174 OPEN STALLS
56 GARAGE STALLS
230 STALLS
2.02 STALLS/UNIT

AMENITIES:
- CLUBHOUSE
- GYM
- TOT LOT
- POOL
- HOT TUB
- DOG PARK

COMMERCIAL:

36 SF / 1,000 RESIDENTIAL REQUIRED
(116,986 SF RESIDENTIAL / 1,000 SF) * 36 = 4,212 SF REQ'D
COMMERCIAL PROVIDED = 7,000 SF

COMMERCIAL PARKING:	31
COMMERCIAL REQ'D:	18
(2.5 STALLS/1,000 SF)	
BUILDING AREA:	7,000 SF
HARD SURFACE AREA:	17,208 SF
LANDSCAPE AREA:	6,253 SF

N

40 0 40 80 120

Scale: 1" = 40'

HUNT ENGINEERING, LLC
579 West Applewood Dr.
Centerville, UT 84014
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Briggs Property
817 W. Antelope Drive
Syracuse, UT

Concept Plan

Revisions	Date

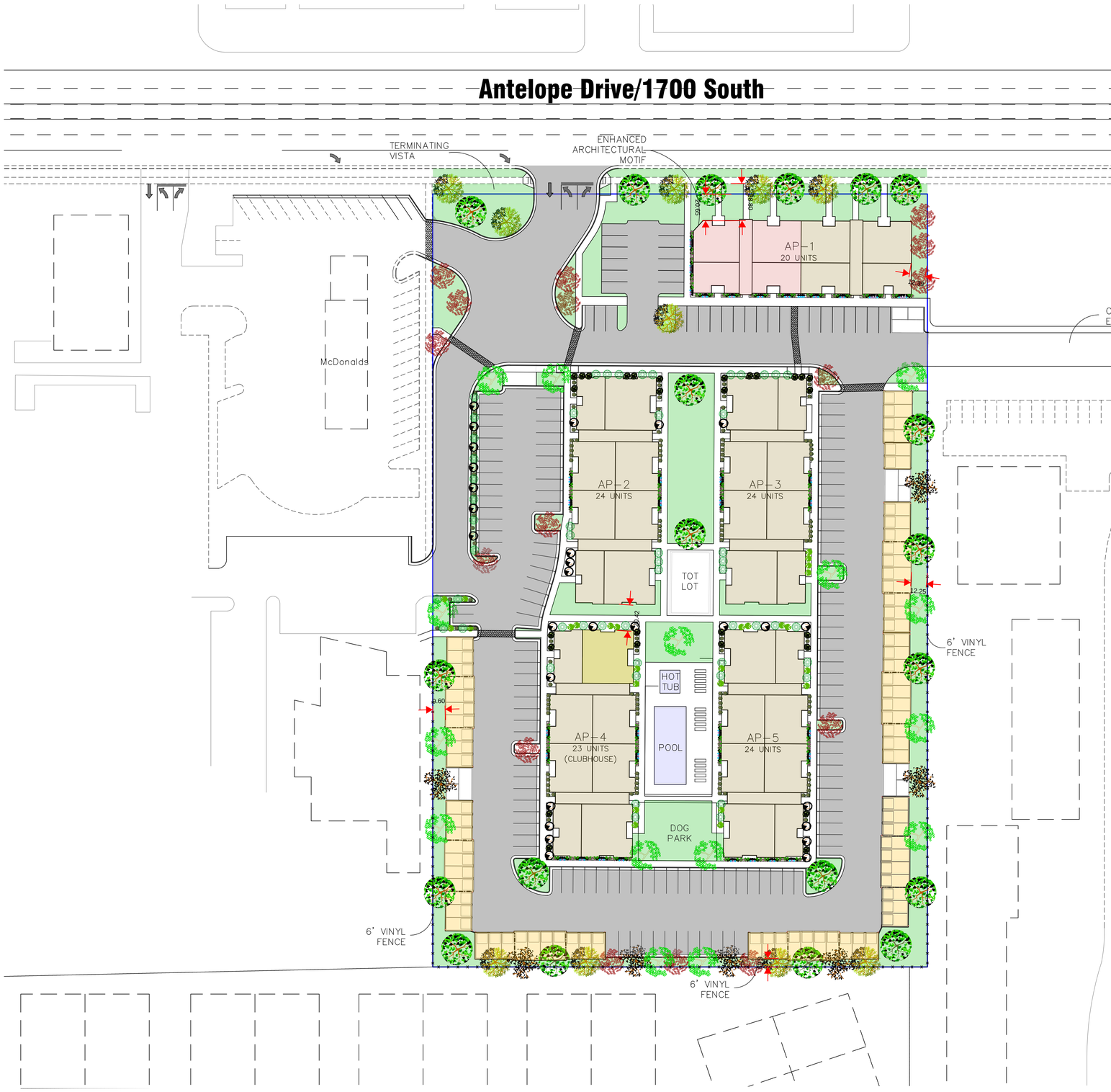
ENGINEERS STAMP

PROFESSIONAL ENGINEER
10854088
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 7/14/2020
Name: Briggs Property

SHEET 1 of 1 SHEETS



8-10-20 Submittal

-lost off site commercial
-redistributed vertical mixed use commercial
-added more parking for commercial
-added garages on south
-increased buffer planting

Site Information

LOCATED IN:	SYRACUSE CITY, DAVIS COUNTY	
ORIGINAL PROPERTY:	6.15 ACRES	
COMMERCIAL PROPERTY:	0.86 ACRES	
MULTI-FAMILY PROPERTY:	5.29 ACRES	
APARTMENTS:		
BUILDING AREA:	58,305 SF	25.3%
HARD SURFACE AREA:	113,372 SF	49.2%
LANDSCAPE AREA:	58,760 SF	25.5%
APARTMENT UNITS:	34 – 1 BEDROOM UNITS 58 – 2 BEDROOM UNITS 23 – 3 BEDROOM UNITS 115 TOTAL UNITS	
APARTMENT PARKING:	158 OPEN STALLS 76 GARAGE STALLS 234 STALLS 2.03 STALLS/UNIT	

AMENITIES:
- CLUBHOUSE
- GYM
- TOT LOT
- POOL
- HOT TUB
- DOG PARK

COMMERCIAL:

36 SF / 1,000 RESIDENTIAL REQUIRED
(116,986 SF RESIDENTIAL / 1,000 SF) * 36 = 4,212 SF REQ'D
COMMERCIAL PROVIDED = 4,500 SF

= CLUBHOUSE

= APARTMENTS

= COMMERCIAL

= GARAGES

N

40 0 40 80 120

Scale: 1" = 40'

HUNT ENGINEERING, LLC
6619 Willow Creek Rd
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Briggs Property
817 W. Antelope Drive
Syracuse, UT

Landscape Plan

Revisions	Date

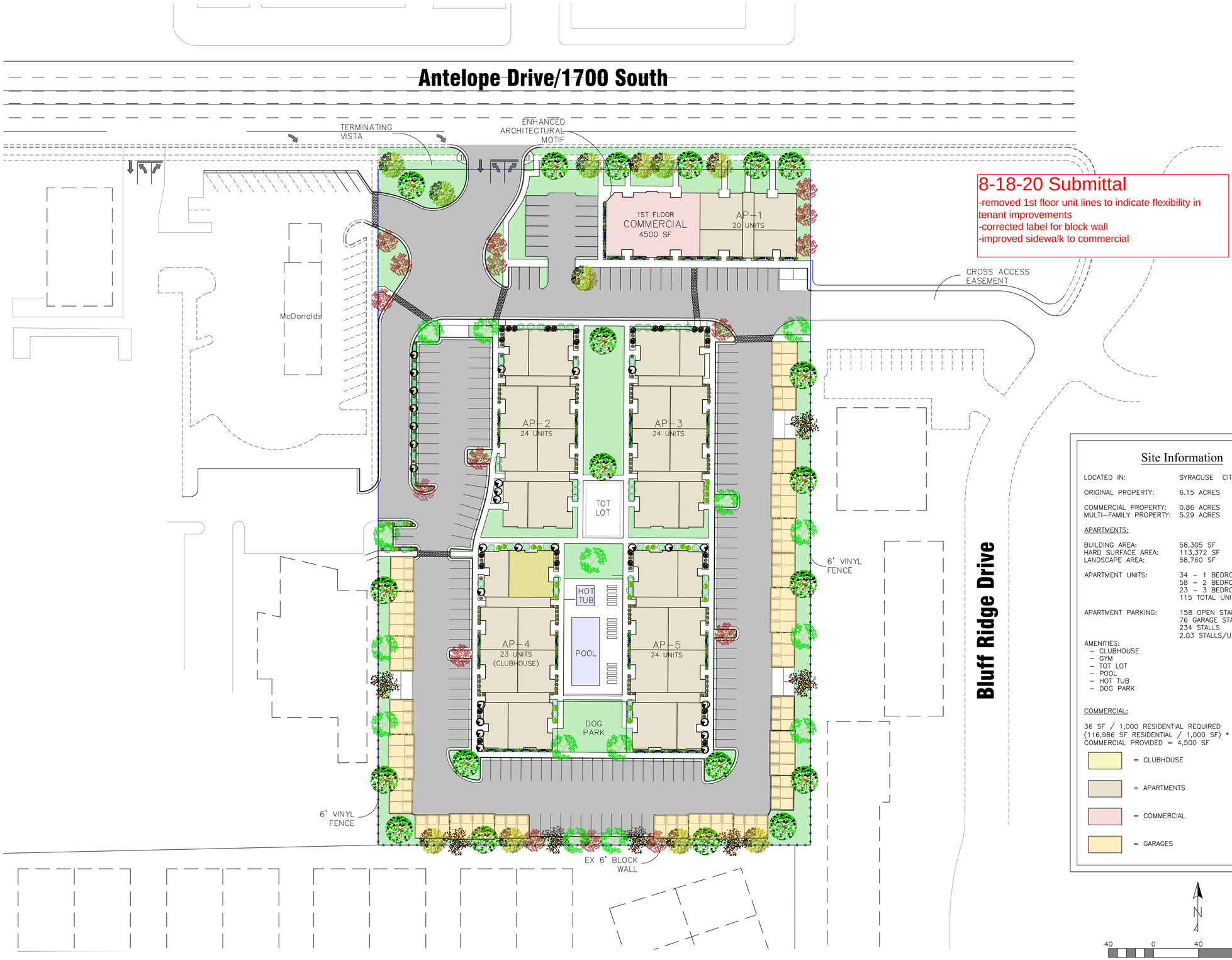
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THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 7/14/2020
Name: Briggs Property

SHEET 1 of 1 SHEETS



8-18-20 Submittal

-removed 1st floor unit lines to indicate flexibility in tenant improvements
-corrected label for block wall
-improved sidewalk to commercial

Site Information

LOCATED IN:	SYRACUSE CITY, DAVIS COUNTY	
ORIGINAL PROPERTY:	6.15 ACRES	
COMMERCIAL PROPERTY:	0.86 ACRES	
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AMENITIES:
- CLUBHOUSE
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- TOT LOT
- POOL
- HOT TUB
- DOG PARK

COMMERCIAL:

36 SF / 1,000 RESIDENTIAL REQUIRED
(116,986 SF RESIDENTIAL / 1,000 SF) * 36 = 4,212 SF REQ'D
COMMERCIAL PROVIDED = 4,500 SF

= CLUBHOUSE

= APARTMENTS

= COMMERCIAL

= GARAGES

N

40 0 40 80 120

Scale: 1" = 40'

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6619 Willow Creek Rd
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Briggs Property
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Syracuse, UT

Landscape Plan

Revisions	Date

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10854988
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STATE OF UTAH

PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 7/14/2020
Name: Briggs Property

SHEET 1 of 1 SHEETS

Review for compliance with the Mixed-Use Development Zone (MXD) Chapter 10.92

Completed by: Noah Steele
Date Completed: 8-18-20
Plans Reviewed: 8-18-20 Landscape Plan, 8-18-20 Elevations
Non-compliant items highlighted in yellow

Existing Ordinance	Staff Analysis
10.92.010 Purpose To create a zone which will provide traditional neighborhoods where residents can work, play, shop, and live that are strategically designed to create a symbiotic relationship by allowing for a combination of commercial and residential uses. These neighborhoods are meant to boost the city's daytime population, which is anticipated to support local businesses and increase sales tax revenue. This zone will be the most urban atmosphere within the city. Projects within the zone are anticipated to provide context-sensitive architecture, art, entertainment, convenience, alternate housing types, affordability, and active lifestyles through recreation amenities on site and improved sidewalk connections to destinations off site. Residential use may be applied to existing commercial areas, or commercial uses inserted into existing residential areas if the goal is to increase jobs and/or increase sales tax, and the development scale is compatible with its surroundings. [Ord. 19-17 § 1 (Exh. A).]	The proposed project will place 115 residential units next to the 'Smith's Shopping Center'. It is anticipated that those residents will frequent the businesses locate there boosting sales tax. The project provides a pool, conducive to an active lifestyle. The three-story apartment buildings will be the densest in the city, some have argued that the architecture building height is not context sensitive.
10.92.020 Permitted Uses The following uses, and no others, are 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) Restaurants, no single tenant/stand-alone; (B) Professional office; (C) Professional nonretail services; (D) Retail, no automotive maintenance, gas, or repair; (E) Churches, synagogues, and temples; (F) Dwellings, multifamily, up to 24 attached per building; (G) Dwellings, townhomes, up to six attached per building;	This is an allowed use in the zone.

(H) Dwellings, single-family detached; (I) Household pets; (J) Public and quasi-public buildings; (K) Club houses and recreational facilities; (L) Public parks. [Ord. 19-17 § 1 (Exh. A).]	
10.92.030 Conditional Uses The following, and no others, may be conditional uses permitted after application and approval as specified in SCC 10.20.080: (A) Minor home occupations (minor); (B) Accessory dwellings (major, allowed with single-family detached units only); (C) Temporary commercial uses (see SCC 10.35.050) (minor); (D) Accessory structures (minor, allowed with single-family detached only). [Ord. 19-17 § 1 (Exh. A).]	n/a
10.92.040 Development Standards All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards: (A) Minimum Lot Standards. (1) Lot width: no minimum or maximum. (2) Front yard setback: 20 feet minimum, 40 feet maximum. Fifteen feet minimum allowed if adjacent to an enhanced streetscape featuring all of the following: widened sidewalk, on-street parallel parking, and outdoor cafe style seating. Measured from the back of right-of-way or private drive to front building foundation. (3) Side yard setbacks: as measured from foundation to adjacent property line; 10 feet minimum or as approved by Planning Commission. As measured between building foundations, 16 feet minimum. (4) Rear yard setback: as measured from foundation to adjacent property line or between buildings, 20 feet.	20’ from property line 12’ sideyard 20’ between buildings Accessory Garages are only about 7’ off south, 12’ off east, and 10’ off west. but principal building is 85’.
(B) Density. Unit densities and housing product types shall be distributed on site with extreme sensitivity to adjacent development type and density. Units per acre shall be tapered down when near property boundaries of single-family development. Density is form based, no minimum units per acre.	Adjacent development to the south is one story attached senior housing, four per building. Residents have expressed a desire to be 2 story max height.

(C) Mixed Use Required.	
(1) One hundred percent residential projects are prohibited.	4,500 sf commercial proposed on site
(2) Apartment complex sales offices may not be the project's sole commercial space.	Not the sole commercial
(3) The development agreement shall require that the commercial component of the project cannot be omitted and shall run with the land.	yes
(4) The developer may partner with owners of off-site commercial projects to develop the required commercial square feet of the proposed project. This may be accomplished by building new buildings on empty pad spaces, attracting tenants that sign long-term leases in empty building space, enhancing circulation with cross access agreements, or assisting in the enhancement of the partner site in other mutually beneficial ways. City Council, with recommendation from Planning Commission, must find a direct benefit between the proposed residential units and the commercial project to exercise this option. This option is available at the developer's request with the consent, desire, and agreement to partner from the owners of the existing commercial project. The agreed to enhancements to the partner site in this option must be completed before the first residential unit receives final occupancy. Details of the partnership obligations are to be included in the development agreement and shall be binding.	Partner with east for cross access and partner with west for 'business assistance'.
(a) The commercial component of the project may be split on and off site. The combined total commercial square footage provided shall be greater than or equal to the required square footage of commercial which is based upon the height of the proposed buildings. Distribution of on- and off-site commercial square footages shall be based on the assessment of unique site characteristics that lends itself to commercial viability and by the following:	All on site.
(i) Properties within the town center overlay zone may build on- and off-site commercial in any combination, but no more than 70 percent of the required	n/a

commercial may be located off site. The partner site must be located next door, sharing a property line with the proposed mixed use project. (ii) Properties outside the town center overlay may build on- and off-site commercial in any combination. The partner site must be within one-quarter mile of the proposed mixed-use project. (5) For a space to qualify as counting toward the required commercial square footage, it must not be accessory to the residential units, meaning to have separate utility connections, dedicated parking that is near the business entrance, a separate entrance, separate restroom, and appropriate fire separation between differing uses. Office, medical office, assisted living, retail space, or other uses deemed beneficial by City Council are to be considered commercial. Industrial uses like warehousing or storage units are not considered to be commercial uses. Also, parking areas, trash, outdoor dining, or other outdoor storage areas do not count towards the required commercial square footage.	Utility connection details to be required and checked during building permit stage. Has dedicated parking, has separate entrances/restrooms. Fire separation to be required and checked during building permits.
(D) On-Site Amenities and Landscaping. (1) Common Space Amenities. The project shall develop common space amenities proportionate to and in relation to the scale and resident demographics of the proposed project. Amenities shall be privately owned and managed by an HOA. Amenities must be chosen from the following list as required in the following table:	6 amenities required, 6 provided. Proposed: 1.Pool, 2. hot tub, 3. dog park, 4. tot lot

Number of Units: Amenities Required 0 – 20 : 1 20 – 40 : 2 40 – 60: 3 60 – 80: 4 80 – 100: 5 100 +: 6	5. Clubhouse 6. gym
(2) List of Amenity Examples. Select from list the number required from table above: (a) Water amenities (for example: pools, hot tubs, steam room); (b) Sport amenities (for example: tennis, pickleball, lighted basketball courts); (c) Community gathering amenities (for example: play structure, village green, pavilion, outdoor kitchen); (d) Other amenities deemed appropriate by the Planning Commission.	
(3) Open Space. A minimum of 20 percent of the project area shall be landscaped.	25% of the site is landscaped
(4) Street Trees. One street tree shall be planted at least every 30 feet along adjacent public street frontages in accordance with the street tree species guide in SCC 10.30.070.	
(5) Buffering between land uses as required in SCC 10.30.080.	buffer B (6’ fence, 6’ landscape buffer, 1 tree every 50)
(6) In-Lieu Fee for Required Open Space or Amenity. 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.	n/a

(i) 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.

((6) In-Lieu Fee Continued)

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

(c) 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.

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

(e) 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 MXD zone.

(f) If a fee is accepted in lieu of common space, the project will nevertheless be required to build at a minimum: 15 percent landscaping of the total project land area. All on-site landscaping and common space amenities shall be maintained by an HOA.

(g) The fee money will be due to the City prior to recording of the final subdivision plat proportionate to each phase or prior to accepting a building permit, as applicable.

(h) 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 prescribed by the zone.

(i) 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 15 percent identified in subsection (D)(6)(f) of this section, and actually built within the development, may be subtracted from the estimated fee due. (j) 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.	
(E) Site Design. (1) Buildings shall be positioned on the site so that all first-floor front doors face the public road or private drive. (a) Where front and rear frontage to two roads or driveways exists, the road or driveway with the largest width and traffic counts shall be the direction the front door faces. (b) If frontage to the intersection of two roads or drive aisles exists, the building entrance(s) shall face toward the point of intersection of the two centerlines with a chamfered edge. (c) Entryways shall not face toward the rear or side lot line of abutting property with single-family residential zoning or use. (2) Terminating vistas shall be incorporated by centrally and prominently placing public art, landscaped monument signage, or building facades perpendicularly at the visual endpoint of streets and drive aisles. (3) Garage doors shall not face public roads. Where double frontage exists, the garage door may face the lesser of the two roads or be side-facing. (4) The development design shall include direct automobile access to a public roadway on a full-width publicly dedicated right-of-way or private drive meeting International Fire Code (IFC) standards. (5) All building entrances shall be directly connected to the public sidewalk with pedestrian walkways. These walkways must use differing material when crossing driveways. Decorative landscaping shall be included for one and one-half feet on one or both sides of all private walkways leading to front doors and/or residential breezeways.	yes No terminating vista provided but may be developed during more detailed site planning process. Meets ordinance

(6) Cross-access for automobiles and pedestrians to and from abutting properties is required where possible. (7) On-site and off-site pedestrian sidewalks and shortcuts are required to increase access to adjacent shopping, employment, parks, or other amenities.	(6) cross access on east and west provided Sidewalk shortcut by liquor store and to pizza factory provided
(F) Architecture. (1) Vertical mixed use motif architecture is required on all buildings within the mixed use zone. (2) Vertical mixed use motif is defined as containing the following elements: (a) Horizontal and/or vertical variation in wall or roof plane between each unit intended to give the appearance of multiple buildings built over a long period of time; (b) Varying window size and height with each segment; (c) Roofs of varying styles with each segment; (d) Large first floor windows and/or storefronts covered by canopy or trellis; (e) First floor storefronts with varying styles on each segment such as bay or recessed entries; (f) Entrance door on chamfered angle when on corner; (g) A design including similar architectural features to the example image below, but not construed as a requirement to match exactly:	Each segment has very similar window size and height. – the issue was raised with city council on 8-11-20 and the consensus of the group was that the window variation was sufficient. Yes yes





original



New alternate



Alternate # 3

	8-18-20 version 
(3) Building Height. (a) Maximum allowed height and resulting densities will be allotted based on the provided square feet of leasable commercial space using the ratios below. Calculations for the entire project will be based on the tallest building. (i) Required Commercial Square Feet to Maximum Height Ratios. A. One story/maximum 15 feet allowed if: 12 square feet commercial/1,000 square feet residential. B. Two story/maximum 30 feet allowed if: 24 square feet commercial/1,000 square feet residential. C. Three story/maximum 40 feet allowed if: 36 square feet commercial/1,000 square feet residential. (b) Buildings located within 85 feet (measured from foundation to property line) to existing single-family detached homes, or one-story attached duplex, triplex, or fourplex, shall be a maximum of two stories and/or 30 feet, whichever is shorter. (c) Nonhabitable towers, parapets, or other decorative architectural features, excluding roof structure, shall be allowed, but not to exceed 45 feet.	4,500 sf commercial provided qualifying for three story max- meets ordinance. Averaged height is 38'. Principal buildings located further than 85’. garages closer
(4) If commercial spaces have residential above or below, they shall be designed to meet building and fire codes to support the commercial use.	To be confirmed with building permit
(5) All buildings and project site areas are required to meet the design standards found in Chapter 10.28 SCC.	Detail not provided at this point – will be reviewed with site plan app.

(6) If no commercial exists on the bottom floor and if the building is directly abutting a road, or is on a corner, its facades shall at a minimum be designed with the mixed-use motif architecture as defined above.	Meets ordinance
(7) If a building is located on the corner of two roads, the building shall have a prominent tower or architectural feature of greater height than the rest of the building. The tower or feature shall be rotated so the center point of its outer wall faces the point of intersection of the two road centerlines.	provided
(8) Buildings which are entirely residential without leasable commercial space mixed in the same building are only allowed if all the following apply: (a) Are within 1320 feet of existing retail or office building(s) measured in a straight line between the closest portion of each building; and (b) Are connected and accessible to adjacent commercial or office building(s) with a paved ADA-compliant pedestrian walkway; and (c) Are located entirely without any road or corner frontage.	The interior buildings to the site will be 100% residential and meet the conditions.
(9) Buildings which are entirely commercial are permitted only if all the following apply: (a) Are built as a multi-tenant building with multiple storefronts; and (b) Are located with frontage on a street or corner; and (c) Conform to the vertical mixed use architectural motif; and (d) Have at least two stories.	n/a
(10) Maximum building length is 200 feet.	Building length is 176', and 170'
(11) Horizontal rooflines shall vary at a minimum of every 30 feet. Variation can be accomplished by: (a) Vertical offset in ridge line; (b) Gables; (c) Parapets;	Ok. Variation provided.

(d) Cornices; (e) Dormers; (f) Vegetated terraces; (g) Trellises; or (h) Other architectural features such as portals, balconies, or porches.	
(12) Buildings designed with completely flat facades and monotone color schemes are not permitted.	yes
(13) All buildings must have articulation of all facades.	yes
(14) At least one significant horizontal facade variation in the wall plane is required at least every 60 feet.	yes
(15) Duplicating building facades adjacent to each other on the same side of the street or in a repeating pattern shall not be allowed. This may be accomplished by varying the number of stories, roof type (including shed, gable, hip, Dutch, dormer roofs, etc.), or ridgeline directions to create variation. Color variation alone is not sufficient.	Only one building along Antelope frontage. Interior elevation provided.
(16) Architectural variation between each building segment is required.	Variation in roof, color, and window pattern provided. And shed/bay pop out provided.
(17) Garages shall not be the major architectural feature of any building.	yes
(18) All units abutting to a public roadway shall utilize rear or side facing garages.	yes
(19) Entrances shall be pronounced with porticos, awnings, arches, columns, gables, porches, stoops or other three-dimensional architectural features.	yes
(20) Front doors to ground level apartment units shall face the road or front of the building and not towards a shared hallway.	yes
(21) The stairway leading to upper level units shall be located on the front of the building with a prominent architectural storefront creating a welcoming and defined entrance lobby. Window or blade signage located	yes

on the storefront should clearly label the building number and project name.	
(22) First floor apartment, townhome, and single-family unit entryways shall feature a covered front porch with enough space for two chairs and a walkway.	yes
(23) A minimum of three colors and materials per exterior elevation is required.	yes
(24) Exterior surface materials on every facade shall meet the requirements for front exterior walls found in SCC 10.30.020(B) with the exception that no vinyl siding shall be permitted on any side. [Ord. 19-17 § 1 (Exh. A).]	30% brick provided. Interior building elevations provided but did not give brick percentages.
10.92.050 Development Process All projects within the mixed-use zone shall enter into a development agreement with the city. The agreement must be approved by City Council concurrently with the rezone request. The agreement shall include the square footage of all proposed uses and the number of proposed residential units. Colored concept plans and exterior elevations shall be included as exhibits in the development agreement. Upon application for the mixed-use development zone, the developer shall provide colored architectural elevations and colored concept plans showing the architecture and design of the proposed development. Elevation drawings shall include building materials and a table showing the square footage of each material, building height, and the total square footage of each facade. The concept plan shall include the location of each proposed building labeled with use and square footage, parking areas and number of stalls, existing buildings, existing mature trees, proposed amenities, landscape areas, proposed trees, and shrubs. The plan shall also include a table of the total site acreage, total combined building square footage, square footage of each proposed building, square footage of each use in each building, number of residential units in each building, number of commercial and/or office spaces, number of parking spaces, and total square footage of landscape areas. Upon zoning approval, the development plans shall be a binding zoning document that runs with the land.	

If zoning is granted, prior to construction all projects shall: submit a site plan application to be reviewed by the Architectural Review Committee and Planning Commission as detailed in SCC 10.20.090, submit a building permit application, and complete a pre-construction meeting with the Building Department. [Ord. 19-17 § 1 (Exh. A).]	
10.92.060 Off-street parking and loading No off-street parking stalls shall be allowed to be located between the front building facade and the public right-of-way or within any front yard. Enclosed garages are not required for residential units within the mixed-use zone. Parking for residential units shall be provided at a minimum ratio of two stalls per unit – one stall for the resident and one stall for visitors. Resident parking shall be located no further than 100 feet from the unit. Shared parking agreements with adjacent commercial uses for visitor parking are encouraged. Otherwise, off-street parking and loading shall be provided as specified in Chapter 10.40 SCC. [Ord. 19-17 § 1 (Exh. A).]	Meets parking ratios.
10.92.070 Signs. The signs permitted in this zone shall be those allowed in residential or commercial zones as applicable, as specified in Chapter 10.45 SCC. Home occupation businesses shall be limited to first floor window or first floor blade signs not to exceed four square feet. Businesses located in buildings with residential units on upper floors shall not install signage higher than the first floor. [Ord. 19-17 § 1 (Exh. A).]	No sign info provided.
10.40.030 (C) (3) (3) No one shall develop any portion of a front yard, as required in this title, as a public parking area in conjunction with a permitted multifamily, commercial, or industrial use without approval at site plan review.	Meets ordinance
10.40.060 (B) Spacing. Driveway approaches shall not be located closer to each other than 100 feet in all commercial and industrial zones.	Meets ordinance
(C) Distance from Intersections. …. For commercial and industrial uses and apartments with 17 or more parking spaces, the driveway approach shall be no closer than 40 feet to the intersection of two streets	Meets ordinance

(A) Joint Use Parking Areas. ….. A use may provide a shared parking area for similar adjacent uses as long as the total off-street parking spaces equal the minimum requirement for each individual use. If the common facilities are located on more than one lot, the developer must file a covenant, for the preservation of the parking facilities, with the City.	n/a
10.20.070 Zoning map and text amendments. (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:	The General Plan map has designated this property as 'Commercial'. A Commercial general plan map designation anticipates multiple possible current zoning options including: G.C., P.O., Mixed Use, Neighborhood Services as zones contemplated to be appropriate within the designation. The housing section of the text of the general plan explains, "Apartments could be an appropriate use if located adjacent to existing commercial, along state highways, or near the West Davis Corridor interchanges. Attached housing is not wanted unless it is well designed to match the architecture and building height of surrounding development." The proposed project is located adjacent to an existing commercial center with Smith's, and along SR-108 also known as Antelope Drive. The words 'well designed' and 'matching' are somewhat subjective and up for interpretation by council. The proposed development features hardy board, brown, grey, and tan, is three stories tall, and has flat roof parapets with first floor storefronts. The surrounding development to the south is single story senior fourplexes with tan stucco and rock. The commercial development to the west is one story featuring stucco and brick, and raised seam roof. The development to the east is industrial steel and block buildings. Please refer to pictures below and compare to provided elevation drawings of proposed structures to evaluate if they are 'well designed' or 'matching'.
(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;	Once again, the word 'harmonious' can be a subjective term up for interpretation by council based off their familiarity with the existing surrounding development. Some have argued that three story adjacent to one story residential is not 'harmonious'
(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;	This is not part of an overlay zone or part of a text amendment.

(3) The extent to which it may adversely affect adjacent property; and	This project, just like any new residential development, will add traffic, noise, light, and even smells to the neighborhood. Analyzing whether the development will adversely affect the adjacent property is also somewhat subjective, but the effects can be mitigated by landscape buffering and added distance between the new and existing structures. The project is proposing a landscape buffer with 21 trees along the south. There is an existing 6' block wall. The residential building to the southern line is approximately 85 feet away and is a 3-story apartment building.
(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 wastewater and refuse collection.	There have been many concerns expressed over capacity of roads and other city provided services: <u>Roadways</u> – It is anticipated that the vast majority of the project's traffic will utilize the UDOT owned and maintained Antelope Drive which is a 5-lane major arterial that is 110' wide. The 2017 AADT (annual average daily traffic) on Antelope in this section is 26,000 cars per day. According to the Institute of Transportation Engineers 'Trip Generation Manual', residential apartment complex of three stories will generate approximately 5.44 daily trips per unit. The proposed 116 units will add approximately 631 trips per day. While this does add to the traffic on Antelope, there is capacity on the facility to absorb the added trips as it was widened in 2006 with population build out projections in mind. The most impacted local roads will be 1000 W and Bluff Ridge Drive. The east connection to the surrounding property is a stub and may take a few years for the corner property to develop before the stub is connected. The eastern connection is important for cross access and to increase traffic safety and may reduce the number of people cutting through roads in Sunset Park Villas trying to get to 1000 w without turning left onto Antelope. Traffic from the project can go west through Smith's, north to Antelope, and eventually east to Bluff Ridge. The project design features a direct driveway to Antelope and a cross access connection to the existing shopping center to the west which will help disperse traffic. The city's transportation master plan can be found online here.

	https://www.syracuseut.gov/DocumentCenter/View/579/Transportation-IFFP-PDF?bidId= Impact fees would be collected on the project to contribute in bringing the plan into fruition. One thing to consider on the transportation master plan is that 500 W (east of the project) currently dead ends next to Barlow Park. Construction of a 500 W extension north to Antelope is planned to begin in the next year, with completion within two years. This connection will relieve traffic pressure on Bluff Ridge Drive and 1000 W. There will also be a traffic light at the intersection of 500 W and Antelope. Utilities - All required utilities for the project are available in Antelope Drive. It has been reported that there is enough culinary water to serve the project and secondary irrigation water will be required to be dedicated to the city before development occurs. The project will contribute significant amounts of impact fees that can be used towards utility improvements as needed. Parks- The proposed development will be required to provide on site amenities, but the residents will also need access to our city parks and to our recreation programs. The closest park is Barlow Park in Clearfield but of course is not a Syracuse Park. In general, the City's parks are not to capacity for average leisure use, but the youth recreation programs has been growing and space on teams and practice space on fields can be competitive. The private on-site amenity package should alleviate some pressure. The project will contribute significant amounts of impact fees that can be used towards our parks. Schools – Education is not under the purview of the city but under the Davis School District. The city meets frequently with their planners to inform them of the high growth areas so they can plan accordingly. The district owns two elementary school sites on 2000 W and will build when the need is justified. Also, there is a junior high site on 700 s that is in West Point, but the south border is shared with Syracuse. It is

	anticipated that the demographic in this project will include some families, but the majority will be young married, and single adults, resulting in a lower than average percentage of added school aged children compared to single family development. Regardless, this project will add students to the system and the school district will have to plan accordingly. The project includes 3, 2, and 1-bedroom units. Fees – If/When the project applies for a building permit, impact fees will be assessed and charged that can be used to mitigate impacts to our systems. Here is the link to the consolidated fee schedule which lists each fee. https://syracuseut.gov/174/Impact-Fee-Plans . https://www.syracuseut.gov/DocumentCenter/View/147/Consolidated-Fee-Schedule-PDF . There are impact fees that will be collected for parks ($2,393 per household), transportation ($451 per unit), culinary water, secondary water, sewer, storm water, and public safety. In addition to impact fees, there will be connection fees inspection fees, and application fees, all designed to cover the cost of staff time and cost of providing services to the residents and tenants of the project. Fire and Police - The added population will result in added calls to the project for both fire and police. This added burden is planned for in the public safety impact fee facilities plan. The plan can be found here; https://www.syracuseut.gov/DocumentCenter/View/574/Public-Safety-IFFP-PDF?bidId= . A public safety impact fee will be assessed with the building permit for the project to help pay for the added costs associated with the growth.

(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:	current zoning options including: G.C., P.O., Mixed Use, Neighborhood Services as zones contemplated to be appropriate within the designation. The housing section of the text of the general plan explains, "Apartments could be an appropriate use if located adjacent to existing commercial, along state highways, or near the West Davis Corridor interchanges. Attached housing is not wanted unless it is well designed to match the architecture and building height of surrounding development." The proposed project is located adjacent to an existing commercial center with Smith's, and along SR-108 also known as Antelope Drive. The words 'well designed' and 'matching' are somewhat subjective and up for interpretation by council. The proposed development features hardy board, brown, grey, and tan, is three stories tall, and has flat roof parapets with first floor storefronts. The surrounding development to the south is single story senior fourplexes with tan stucco and rock. The commercial development to the west is one story featuring stucco and brick, and raised seam roof. The development to the east is industrial steel and block buildings. Please refer to pictures below and compare to provided elevation drawings of proposed structures to evaluate if they are 'well designed' or 'matching'.
(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;	Once again, the word 'harmonious' can be a subjective term up for interpretation by council based off their familiarity with the existing surrounding development. Some have argued that three story adjacent to one story residential is not 'harmonious'
(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;	This is not part of an overlay zone or part of a text amendment.
(3) The extent to which it may adversely affect adjacent property; and	This project, just like any new residential development, will add traffic, noise, light, and even smells to the neighborhood. Analyzing whether the development will adversely affect the adjacent property is also somewhat subjective, but the effects can be mitigated by landscape buffering and added distance between the new and existing structures. The project is proposing a landscape buffer with 21 trees along the south. There is an

	existing 6' block wall. The residential building to the southern line is approximately 85 feet away and is a 3-story apartment building.
(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 wastewater and refuse collection.	There have been many concerns expressed over capacity of roads and other city provided services: Roadways – It is anticipated that the vast majority of the project's traffic will utilize the UDOT owned and maintained Antelope Drive which is a 5-lane major arterial that is 110' wide. The 2017 AADT (annual average daily traffic) on Antelope in this section is 26,000 cars per day. According to the Institute of Transportation Engineers 'Trip Generation Manual', residential apartment complex of three stories will generate approximately 5.44 daily trips per unit. The proposed 116 units will add approximately 631 trips per day. While this does add to the traffic on Antelope, there is capacity on the facility to absorb the added trips as it was widened in 2006 with population build out projections in mind. The most impacted local roads will be 1000 W and Bluff Ridge Drive. The east connection to the surrounding property is a stub and may take a few years for the corner property to develop before the stub is connected. The eastern connection is important for cross access and to increase traffic safety and may reduce the number of people cutting through roads in Sunset Park Villas trying to get to 1000 w without turning left onto Antelope. Traffic from the project can go west through Smith's, north to Antelope, and eventually east to Bluff Ridge. The project design features a direct driveway to Antelope and a cross access connection to the existing shopping center to the west which will help disperse traffic. The city's transportation master plan can be found online here. https://www.syracuseut.gov/DocumentCenter/View/579/Transportation-IFFP-PDF?bidId= Impact fees would be collected on the project to contribute in bringing the plan into fruition. One thing to consider on the transportation master plan is that 500 W (east of the project) currently dead ends next to Barlow Park.

	Construction of a 500 W extension north to Antelope is planned to begin in the next year, with completion within two years. This connection will relieve traffic pressure on Bluff Ridge Drive and 1000 W. There will also be a traffic light at the intersection of 500 W and Antelope. Utilities - All required utilities for the project are available in Antelope Drive. It has been reported that there is enough culinary water to serve the project and secondary irrigation water will be required to be dedicated to the city before development occurs. The project will contribute significant amounts of impact fees that can be used towards utility improvements as needed. Parks- The proposed development will be required to provide on site amenities, but the residents will also need access to our city parks and to our recreation programs. The closest park is Barlow Park in Clearfield but of course is not a Syracuse Park. In general, the City's parks are not to capacity for average leisure use, but the youth recreation programs has been growing and space on teams and practice space on fields can be competitive. The private on-site amenity package should alleviate some pressure. The project will contribute significant amounts of impact fees that can be used towards our parks. Schools – Education is not under the purview of the city but under the Davis School District. The city meets frequently with their planners to inform them of the high growth areas so they can plan accordingly. The district owns two elementary school sites on 2000 W and will build when the need is justified. Also, there is a junior high site on 700 s that is in West Point, but the south border is shared with Syracuse. It is anticipated that the demographic in this project will include some families, but the majority will be young married, and single adults, resulting in a lower than average percentage of added school aged children compared to single family development. Regardless, this project will add students to the system and the school district will have to plan accordingly. The project includes 3, 2, and 1-bedroom units.

	Fees – If/When the project applies for a building permit, impact fees will be assessed and charged that can be used to mitigate impacts to our systems. Here is the link to the consolidated fee schedule which lists each fee. https://syracuseut.gov/174/Impact-Fee-Plans . https://www.syracuseut.gov/DocumentCenter/View/147/Consolidated-Fee-Schedule-PDF . There are impact fees that will be collected for parks ($2,393 per household), transportation ($451 per unit), culinary water, secondary water, sewer, storm water, and public safety. In addition to impact fees, there will be connection fees inspection fees, and application fees, all designed to cover the cost of staff time and cost of providing services to the residents and tenants of the project. Fire and Police - The added population will result in added calls to the project for both fire and police. This added burden is planned for in the public safety impact fee facilities plan. The plan can be found here; https://www.syracuseut.gov/DocumentCenter/View/574/Public-Safety-IFFP-PDF?bidId= . A public safety impact fee will be assessed with the building permit for the project to help pay for the added costs associated with the growth.

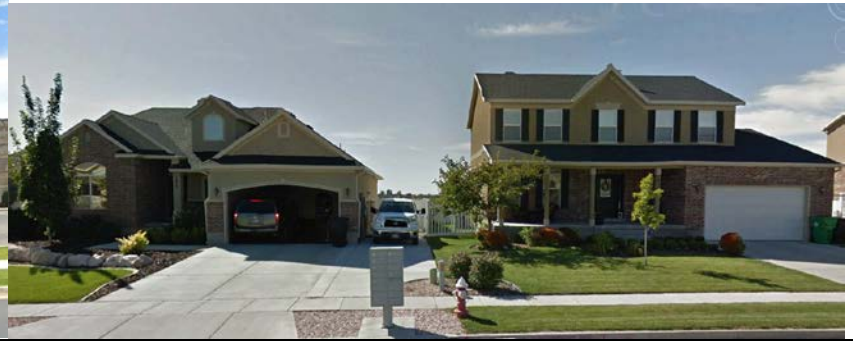

COMMERCIAL
COMMERCIAL
COMMERCIAL
COMMERCIAL
PERSPECTIVE






FOOD
Smith's





After recording, please send to:
Syracuse City
Attn: City Recorder
1979 W. 1900 S.
Syracuse, Utah 84075

DEVELOPMENT AGREEMENT
FOR THE ANTELOPE DRIVE BRIGGS PROPERTY PROJECT
(SYRACUSE CITY, DAVIS COUNTY, UTAH)

This Development Agreement (this "Agreement") is made and entered into as of this ____ _____ day of _____, 2020, by and between **Blacksmith Development, L.L.C.**, a Utah limited liability company (the "Developer"), and **Syracuse City**, a municipality and political subdivision of the State of Utah (the "City"). City and Developer are jointly referred to as the "Parties" and each individually as a "Party."

RECITALS:

A. The Developer has under contract for purchase approximately 6.15 acres of property located at approximately 817 West 1700 South in Syracuse, Davis County, Utah, as more particularly described in **Exhibit A**, which is attached hereto and by this reference made a part hereof (the "Property"). The Owner of the property is L. E. Briggs & Sons, a Utah limited partnership ("Owner").

B. The Property is subject to the Planning and Land Use Ordinances of Syracuse City. The Property is currently zoned A-1 (Agricultural) but Developer and Owner have sought rezoning to a MXD (Mixed Use Development).

C. The purpose of the MXD Zone under the City Code is "provide traditional neighborhoods where residents can work, play, shop and live that are strategically designed to create a symbiotic relationship by allowing for a combination of commercial and residential uses."

D. Developer and City acknowledge that development in the MXD Zone requires a development plan and a development agreement specific to each area zoned as MXD.

E. The City Council of Syracuse City (the "City Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq*., as amended, and the Syracuse City Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement, concurrent with its decision of whether to grant the zoning application.

F. The Developer and City acknowledge that the development and improvement of the Property pursuant to this Agreement must comply with the requirements of the MXD Zone and will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties pertaining to the development of the Project.

G. The City and Developer intend for this Agreement to provide Developer with vested entitlements for development of the Project. The City has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City's land use ordinances (collectively, the "Public Purposes"). As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement and the Development Plan. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

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

1. **Recitals; Definitions.** The Recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Effective Date**. This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, the Developer agrees that the Project shall be developed in a manner that complies with applicable provisions of the City Code as they exist on the date of execution of this Agreement. The Developer understands that the Project is subject to Site Plan review and approval, and that Site Plan approval is contingent upon the Project's compliance with all relevant City ordinances. This Agreement does not modify the Planning Commission's authority related to Site Plan review.

4. **Contract Dependent upon Zoning Approval.** The Parties agree that the terms of this Agreement are only applicable if the City Council approves the pending zoning application. The approval of this Agreement may only occur in conjunction with an approval of that application. The approval of this Agreement shall be an administrative action.

5. **Zoning and Permitted Uses**. If zoning approval is provided by the City Council, then Developer shall develop and use the Property in accordance with the requirements of the Development Plan attached hereto as **Exhibit B** and applicable provisions of the City Code that are not inconsistent with this Agreement or the Exhibits hereto. The Project is a mixed-use development with no more than 122 apartment units.

5.1. **Density**. The maximum density permitted for this project is 19.84 units per acre, which is no greater than 122 total units for the Development.

5.2. **Common Space**. The Project contains 27% landscaped area, along with a pool and hot tub (the "Common Space"). The Common Space is shown on the Development Plan (Exhibit B). The Common Space will be owned and maintained by the property owner or an association. It will also include the on-site stormwater detention basin required by state and local ordinances. The Common Space and amenities are to be used for calculation in this

project only, and may not be used as credit toward any other common space or amenity requirements at other developments or properties.

5.3. **Layout; Circulation and Connectivity**. The layout of the Project as shown in the Development Plan (**Exhibit B)** is hereby approved by the City. All internal roads within the Project will be privately owned and maintained, which shall be constructed in accordance with applicable City Codes and regulations.

5.4. **Building Height**. Homes built within the Project may not exceed forty-five feet (45') in height.

5.5. **Architecture**. All homes and buildings within the Project shall meet the architectural standards of the City Code. The architectural theme and elevations are attached to this Agreement as **Exhibit C** and are incorporated into this Agreement by reference. These may be reasonably modified by the home builder with the City's consent, which consent shall not be unreasonably withheld. The elevations and drawings in **Exhibit C** are attached as concepts and illustrative of themes only and may not necessarily comply with all City building requirements. The Parties acknowledge and agree that, notwithstanding the elevations' inclusion in this Agreement, before any homes are built in the Project, the home plans, elevations and designs must be approved by the City and must comply with all applicable city code requirements. Unless expressly stated, this Agreement does not override City code requirements related to architecture.

6. **Development Plan and Development Agreement.** The Development Plan and this Agreement are in conformance with section 10.92.040 of the City Code.

6.1. **Minimum Acres**. The Project is approximately 6.15 total gross acres.

6.2. **Landscaping.** Landscape shall be installed by the Developer in accordance with landscaping plans to be approved by the City, which approval will not be unreasonably withheld.

6.3. In accordance with section 10.92.040(C)(3), the commercial component of the Development Plan may not be omitted and shall run with the land. No occupancy permits for residential uses shall be issued by the City until the commercial component has been constructed and received occupancy permits.

6.4. **Wetlands**. The Project shall be developed in compliance with any wetlands delineation and mitigation plans approved by the US Army Corps of Engineers, if applicable. The City will not take ownership or maintenance of any wetlands, which maintenance shall become the responsibility of the Homeowner's Association upon its establishment.

7. **Homeowner Association or Sole Ownership.** The Development is contemplated as a mixed-use development that will remain under sole ownership. As such, all Common Areas and maintenance requirements shall be the responsibility of the sole owner of the property.

7.1. **Future Subdivision.** Should the Developer or a successor in interest later wish to sell condominium units into separate ownership, then they shall be required to undergo the subdivision process and receive City approval for that subdivision. In such a case, prior to the sale or subdivision of any lots, the Developer or a successor in interest shall first create an HOA which shall be responsible for maintenance of all Common Space and Common Amenities located within the Project. The HOA shall be formed at the time of recording of the final plat and shall be governed by enforceable and duly recorded Declaration Covenants, Conditions and Restrictions (the "CC&R's"), the form of which must be approved in advance by the City, which approval will not be unreasonably withheld. The use and restrictions of Common Spaces and the Common Amenities within the Project are private and will be governed by the CC&R's and such other rules, regulations and guidelines adopted by the HOA. All maintenance of the Common Space and Common Amenities shall be performed and managed by the HOA.

8. **Onsite Improvements**.

8.1. The Developer (and/or any subsequent owner of the Project) shall be responsible for the installation of all onsite parking, drive aisles, culinary water, secondary water, sewer, and storm drainage improvements sufficient for the development of the Project in accordance with the City Code. The water, sewer, stormwater detention basin, and storm drain connections shall be made where and as approved by the City, which approval will not be unreasonably withheld. The existing utilities for the property owners to the west are privately owned and approvals for connection to those mains shall be approved by the utility owner. The City does not object to connecting to those mains provided they are adequately sized to service the development. The City shall have no responsibility of maintenance related to the improvements; the City's liability for such infrastructure ends at the connection to the main line.

9. **Culinary Water**.

9.1. The Developer shall meet or exceed the minimum culinary water requirements set forth in the Utah Division of Drinking Water R309-105 and Syracuse City Engineering Standards and Specifications.

9.2. R309-105-9 (Minimum Water Pressure) governs minimum water pressures and sets the minimum peak day demand requirement for this development at 40 psi. The City's mainline pressure at ground level during peak day demand is 45 psi. As a result, any construction higher than one story will require a means to increase the water pressure to meet or exceed the 40 psi peak day demand threshold. Any higher pressure zone created by this development will be required to install a backflow

preventer to protect the integrity of the City's system. The backflow preventer shall be installed and maintained as set forth in R309-105-12 (Cross Connection Control).

9.3. Two connections to the City's culinary system are required.

10. **Cross-Access Easement and Drive Aisle.** The Developer shall obtain and maintain a cross-access easement with the property to the East, as shown on the development plan, in order to maintain appropriate circulation and fire apparatus access to the Project. The Developer shall be required to install a paved drive aisle on the easement, including a sidewalk on the North side of the road, in accordance with City standards and specifications.

11. **Water Share Contribution**. In connection with the development of the Project, upon the application for a building permit for the first building in the Development, Developer will transfer to the City all of the shares of water required for irrigation purposes, with the right to receive at least 18.45 acre feet of water annually, in accordance with Syracuse Municipal Code § 8.10.090.

12. **Neighboring Tenant Assistance.** The Developer proposed the provisions of this section without any requirement from the City. The Developer will provide training and consulting for existing or future tenants of the nearby commercial spaces in the development to the West of the Project, to improve their retainment and recruitment of employees and clients. The Developer will also set aside grant money for tenants of the nearby development. The administration of the training and grant program shall be solely managed by the Developer, at his sole discretion. This obligation shall expire two years after a certificate of occupancy is issued for the final building in this Project. This section shall not vest any rights or standing on third parties who might be recipients of this assistance and does not render them beneficiaries.

13. **Vested Rights**. To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinance(s). By electing to submit a development application under a new future ordinance, however, Developer will not be deemed to have waived its right to submit or process other development applications under the City Code that apply as of the effective date of this Agreement.

14. **Assignment.** Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of City, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.

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

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

17. **Notices.**

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

To Developer:

Blacksmith Development, LLC
938 E. Country Rd.
Fruit Heights, UT 84037

To the City:

Syracuse City Attorney
1979 West 1900 South
Syracuse, Utah 84075

With a Copy to:

Syracuse City Manager
1979 West 1900 South
Syracuse, UT 84075

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

18. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment of a substantial provision of this Agreement shall require the prior approval of the City Council and must be recorded in the Davis County Recorder's Office to be effective.

19. **General Terms and Conditions.**

19.1. Termination of Agreement. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all dwelling units to be constructed in the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years. When public improvements have been constructed and accepted by County (after expiration of applicable warranty periods), the Developer and/or the subsequent Owner/Developer shall be released from and have no continuing obligations with respect to such improvements.

19.2. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Developer and future owners with respect to the portion of the Project they own. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the transferor and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, the transferor provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer or Owner under this Agreement and the transferor shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

19.3. Default & Remedies. If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement, the party believing that a default has occurred shall provide written notice to the other party specifically identifying the claimed event of default and the applicable provisions of this Agreement that is claimed to be in default. The party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance, but excluding the recovery of monetary damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

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

19.5. Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens,

including zoning approval. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful and overturns the land use decision. In such a case, this Agreement is void at inception.

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

19.7. No Officer or Employee Interest. It is agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

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

(*Remainder of page is intentionally blank*)

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

BLACKSMITH DEVELOPMENT, LLC

By: _____

Its: _____

Date: _____

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2020, personally appeared before me _____, the authorized _____, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

SYRACUSE CITY

By _____
Mike Gailey, Mayor

Attest:

_____
Cassie Z. Brown, MMC
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2020, personally appeared before me Mayor Mike Gailey, the authorized signer of Syracuse City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Syracuse City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

_____
Notary Public

Approved as to Form:

_____
Paul H. Roberts
City Attorney

EXHIBIT A

Description of the Property/Project

All of Lot 2, Briggs & Sons Subdivision.

CONT. 5.29 ACRES.

EXHIBIT B

Development Plan

EXHIBIT C

Architectural Theme and Elevations

ORDINANCE NO. 2020-15

AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP FROM A-1 TO MXD, FOR PROPERTY LOCATED AT APPROXIMATELY 1283 WEST 1700 SOUTH, AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT TO GOVERN THE PROPERTY.

WHEREAS, the City Council has the authority, pursuant to state law, to establish zoning designations for the health, welfare, and safety of its residents and those visiting the City, and to effectuate development; and

WHEREAS, the owner and developer of approximately 6.15 acres of property at 817 West 1700 South, Davis County Parcel ID # 12-883-0002, has requested that the City Council provide approval for a zoning designation change from A-1 to Mixed Use Development (MXD); and

WHEREAS, the general plan map for the property is designated as Commercial, which includes Mixed Use as a possible zone compatible with that general plan designation; and

WHEREAS, the Planning Commission conducted a public hearing on the proposed zone change and forwarded the application with a recommendation to the Council to approve the application, the minutes of which meetings are available to the Council; and

WHEREAS, the City Council has reviewed the Development Agreement prepared in association with this project, and in compliance with SMC § 10.92.050; and

WHEREAS, the Council finds that the location is an appropriate use for MXD, in consideration of the location, transportation and development opportunities, and that the Development Plan presented meets the requirements of the MXD zone text,

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

Section 1. **Zoning Map.** The zoning map designation for the property located at 817 West 1700 South is changed from A-1 to MXD, as shown on a map attached in Exhibit A.

Section 2. **Development Agreement.** The City Council authorizes the Mayor to sign the Development Agreement, attached as Exhibit B.

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

Section 4. **Effective Date.** This Ordinance shall become effective immediately upon the execution of the Development Agreement by both parties.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS _____TH DAY OF AUGUST, 2020.

SYRACUSE CITY

ATTEST:

_____ _____

Cassie Z. Brown, MMC
City Recorder

Mayor Mike Gailey

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	____	_____
Councilmember Bolduc	____	_____
Councilmember Maughan	____	_____
Councilmember Savage	____	_____
Councilmember Teague	____	_____

Exhibit A
Amended Zoning Map

Exhibit B
Development Agreement

COUNCIL AGENDA

September 8, 2020

LEGISLATIVE ITEM

Agenda Item # 8 **Proposed Rezone A-1 to Mixed Use - Holt**

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:	1283 W 1700 S (West of Dollar Tree)
Current Zoning:	A-1
Proposed Zoning:	Mixed Use Development (MXD)
General Plan:	High Density Residential
Density:	16.5 acres, 360 units

Summary

Applicant Logan Johnson with Wright Development is proposing a rezone to Mixed Use. Please consider the following items

-The general plan map designates this parcel as 'High Density Residential'.

-The Planning Commission held a public hearing for the item on 12/17/19. After receiving numerous comments from neighbors, the Commission tabled the item to give the applicant a chance to gather additional information and make changes to his plan. The concerns expressed were related to traffic, the school crossing on Antelope, buffering of light and noise, and mitigating other impacts the development may have to existing residents. The applicant returned with a modified plan that changed the orientation of buildings so no balconies faced the neighbors, additional trees along border, reduced density from 318 to 305, and added a pool. The PC further reviewed the item on January 7th and is forwarding a conditional recommendation for approval with a vote of 4-2. The recommendation for approval stands only if the developer can secure formal approval from UDOT for the direct entrance to Antelope, conduct a traffic study, strengthen the south border buffer with a cement wall, increased planting, and solve the 'alley' concern behind the garages. Also, to move the trash dumpsters away from Antelope, and away for the southern border, and lastly to reduce the 'adjacent' southern buildings to be 2 story max.

-This item has been on hold since January 28, 2020 while the MXD ordinance was amended. The MXD ordinance amendment was finalized on June 9th, 2020. The applicant would like to now resume consideration of his application.

-City Council reviewed revised plans on 8-25-20. Staff analysis of the plans revealed items that are were out of compliance when compared with the MXD ordinance requirements.

-Applicant has submitted revised plans on 9-1-20. See updated staff report.

Goals of Discussion

Decide if this item is ready to be voted on during the next business meeting or if it should be forwarded to another work session for additional discussion.

Entitlement Process:

1. Rezone/General Plan Map Amendment



1.1. Submit Application - download available at https://syracuseut.gov/162/Planning



1.2. Staff Review



1.3. Public Noticing

- post sign on property
- place ad in legal section of Standard Examiner
- Send postcards to properties within 300 feet
- Post on Utah Public Notice website https://www.utah.gov/pmn/index.html
- Post on bulletin at city hall



1.4. Planning Commission – Public Meeting – meets on 1st and 3rd Tuesday @ 6pm.

- Present staff review
- Developer answer questions
- Hear public comments
- Forward a recommendation to City Council or potentially table for more discussion



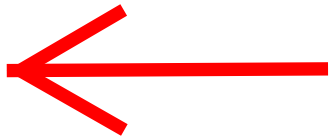
1.5. City Council Work Session – Public Meeting – meets on 4th Tuesday @ 6pm

- Review Planning Commission Recommendation
- Developer answer questions
- Decide if needs to be tabled for more discussion or if ready for a vote in business meeting



1.6. City Council Business Session – Public Meeting – meets on 2nd Tuesday @ 6pm

- Review Planning Commission Recommendation
- Developer answer questions
- Make final decision yes or no. - If yes, proceed to site plan process



2. Site Plan



2.1. Submit Application - download available at https://syracuseut.gov/162/Planning



2.2. Staff Review



2.3. Public Noticing

- post sign on property
- place ad in legal section of Standard Examiner
- Send postcards to properties within 300 feet
- Post on Utah Public Notice website https://www.utah.gov/pmn/index.html
- Post on bulletin at city hall



2.4. Planning Commission – Public Meeting – meets on 1st and 3rd Tuesday @ 6pm.

- Present staff review
- Developer answer questions
- Hear public comments
- Make final decision yes or no. If yes, proceed to building permit process.

3. Building Permit



3.1. Submit Application - download available at https://syracuseut.gov/160/Building



3.2. Staff Review



3.3. Pickup Permit

- Pay fees (inspection, impact, connection, etc)
- Preconstruction meeting for commercial projects



3.4. Construction

- Inspections at each step (footings, framing, roofing, final, ect.)
- Certificate of Occupancy (only after everything is signed off by building, PW, Fire, and Planning)


W 1625 S
S Marilyn Dr W
S 1250 W
S 1100 W
108
W 1700 S
S 1425 W
W 1875 S
S 1375 W
1275 W
1485 W

shall recommend approval, approval with modifications, or denial of the proposed amendment and submit its recommendation to the City Council for review and decision.

(4) The City Council may schedule and hold a public meeting on the application as provided in SCC 10.20.040 and 10.20.050. At the public meeting the City Council shall approve, approve with modifications, or deny the proposed amendment.

(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.

(F) Appeal of Decision. Any party adversely affected by a decision of the City Council to amend the text of this title or the zoning map may, within 30 days after such decision, appeal to the District Court as provided in Section 10-9a-801 et seq., Utah Code Annotated 1953, as amended.

(G) Effect of Approval. Approval of an application to amend the provisions of this title or the zoning map shall not constitute an approval of any conditional use, site plan, or other permit. Obtaining approval of such permits shall be in accordance with applicable provisions of this title.

(H) Effect of Disapproval. City Council denial of an application to amend the provisions of this title or the zoning map shall preclude the filing of another application covering substantially the same subject or property, or any portion thereof, for one year from the date of the disapproval, unless the Planning Commission determines a substantial change in circumstances occurred to merit consideration of the application or the

HOUSING

Our housing stock is about 92 percent single-family homes. Very few of those are attached housing units, and most were built prior to 1990. The City's preference is to remain a predominantly bedroom community maintaining the majority of our housing stock as single family dwellings. The city acknowledges that as population increases, a broader diversity of housing types will be needed and desired by our residents. Basement apartments and backyard cottage apartments also known as accessory dwelling units (ADU) are viewed as a preferred way of providing housing options, while also giving a financial boost to the homeowner. Townhomes are another acceptable option but should be limited to locations along arterial roads and major intersections. Townhomes are generally preferred over apartments. Apartments could be an appropriate use if located adjacent to existing commercial, along state highways, or near the West Davis Corridor interchanges. Attached housing is not wanted unless it is well designed to match the architecture and building height of surrounding development.

Moderate-Income Housing

The City sees the need to provide affordable housing options to its residents. As property values increase, so does the cost of houses. This creates a challenge to affordability, even apartments, townhomes, and ADU's can become un-affordable. Oftentimes, households that spend a large percentage of their income for housing struggle to afford adequate healthcare, education, and property maintenance. Also, when budgets are tight, fewer dollars are disposable to spend locally on entertainment and goods. The state requires that each city adopt an affordable housing component in its general plan to address this problem. In an effort to comply with the state affordable housing laws and plan for our future housing needs, an analysis of our housing stock has been provided in appendix 2.

In summary, our analysis found that recent increases in home values mean many of our residents will struggle to purchase a single-family home, even those earning an average wage. The average household brings in $75,961. per year. With that income, the average household could afford a $332,000 home. The average home purchase price in Syracuse in 2019 was $387,450. This of course is higher, meaning that prospective residents either stretch the budget, move elsewhere, or move into attached housing that usually costs less, but is at low supply. Research suggests that the concept of supply and demand is at play here. Syracuse can help alleviate the issue by increasing the supply of housing with the housing types for which there is market demand. Below is the city's preferred strategies chosen from the list of 23 affordable housing action items required by state law 10-9a-403(2)(b)(iii).

Action Items

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

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



ECONOMIC DEVELOPMENT (cont.)

West Davis Corridor and Antelope Drive

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

2000 West and Antelope Drive (Town Center)

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

1000 West and Antelope Drive

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



Infill commercial development along Antelope Drive.

GENERAL PLAN MAP

The General Plan Map is a guide for future development, identifying areas of the city where housing, business, industry, agriculture, and other land uses may be located. It is not a zoning designation and is not binding on the City Council, nor does it always follow parcel boundaries; parcels may have more than one general plan designation. Where there is a split, the general plan designation that occupies the majority of the parcel is the designation of that parcel, unless otherwise determined by the City Council with a recommendation from the Planning Commission. The General Plan Map designations are broad to include multiple zoning options. *See Table 1.* One designation may allow for multiple zones. Zoning decisions will be informed by the General Plan Map, but final land uses are always determined by the City Council. The following page will contain the General Plan Map.

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

Table 1 – General Plan Map Designations and Corresponding Zones

Action Items

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

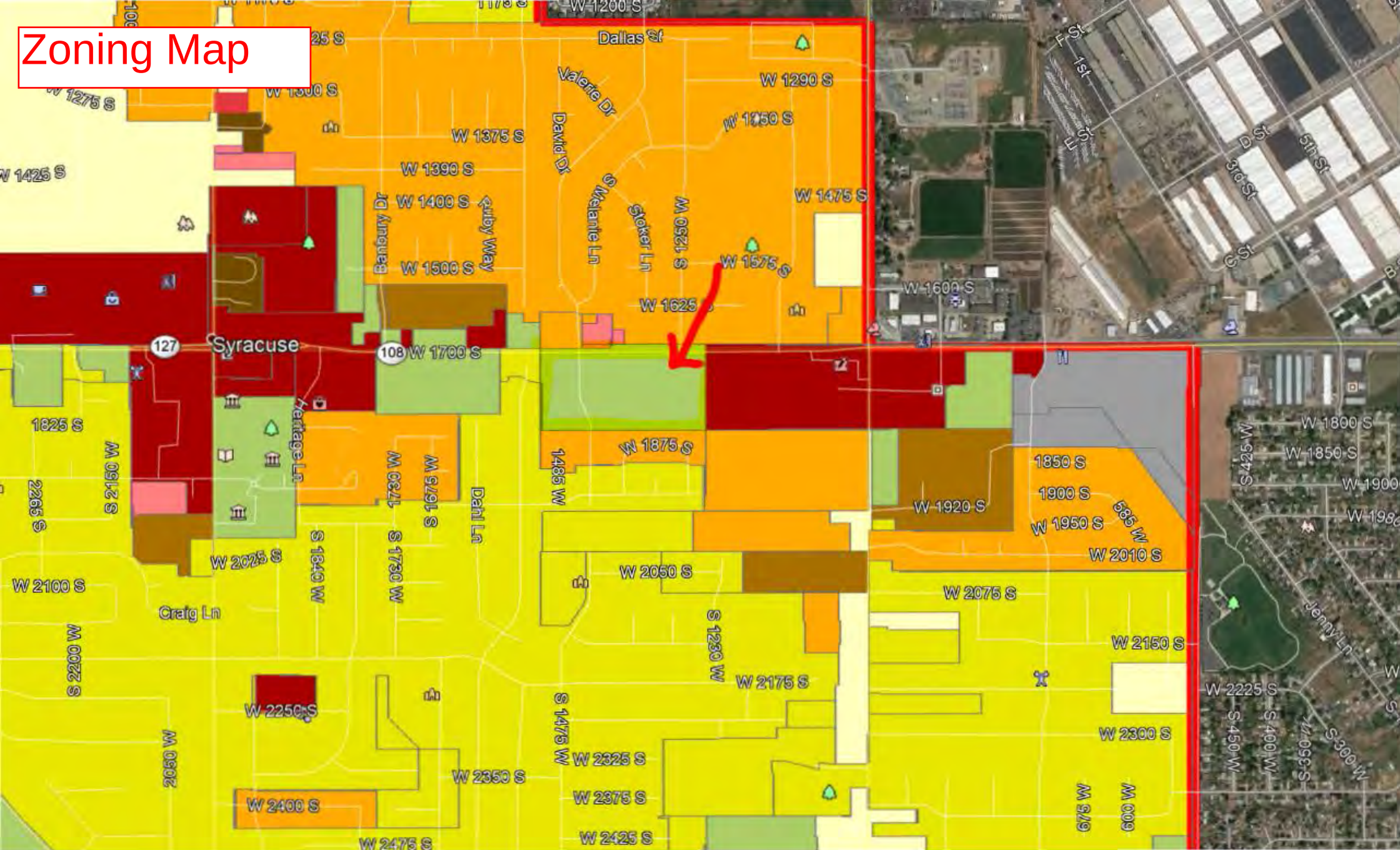
General Plan Map

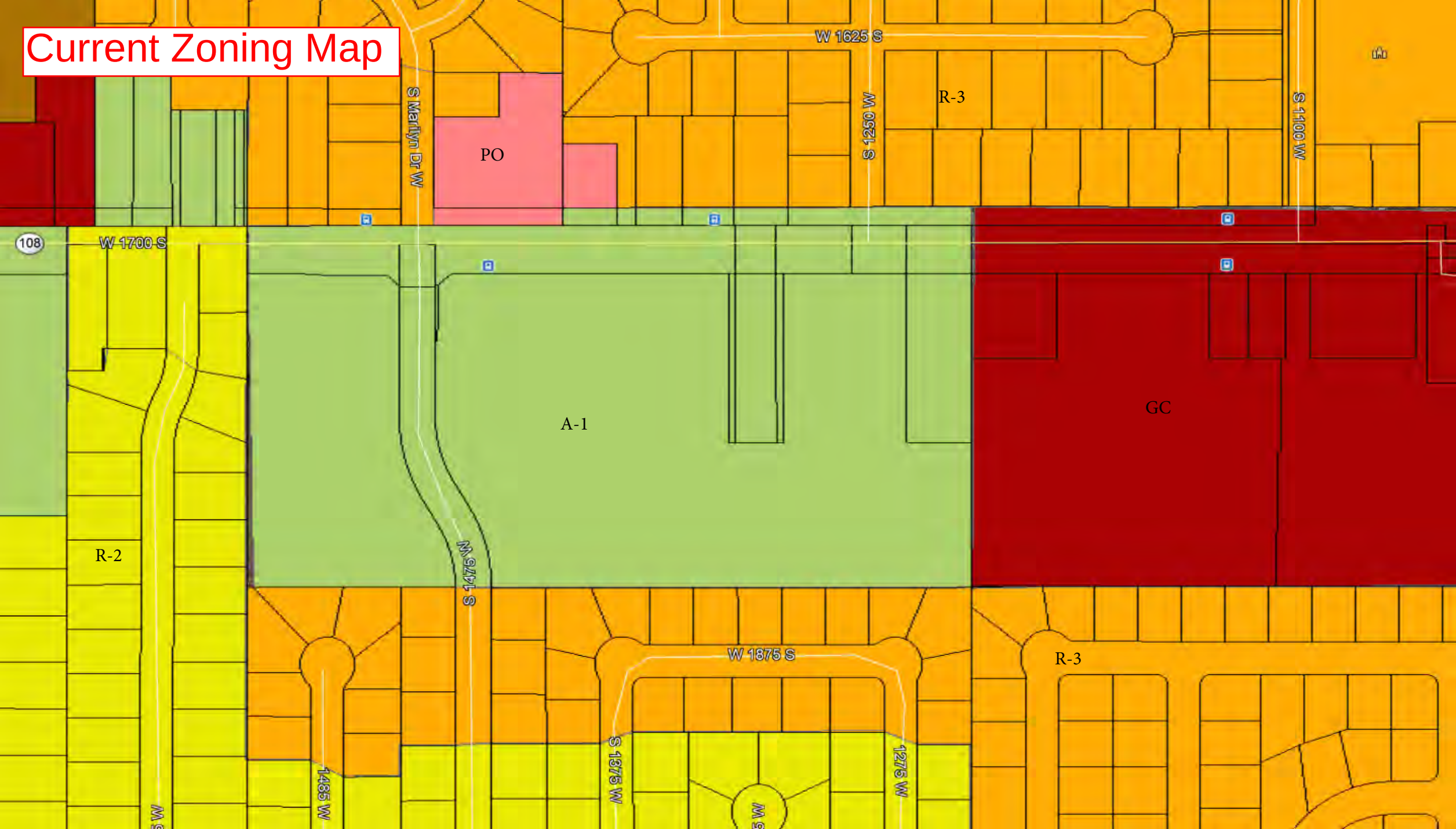


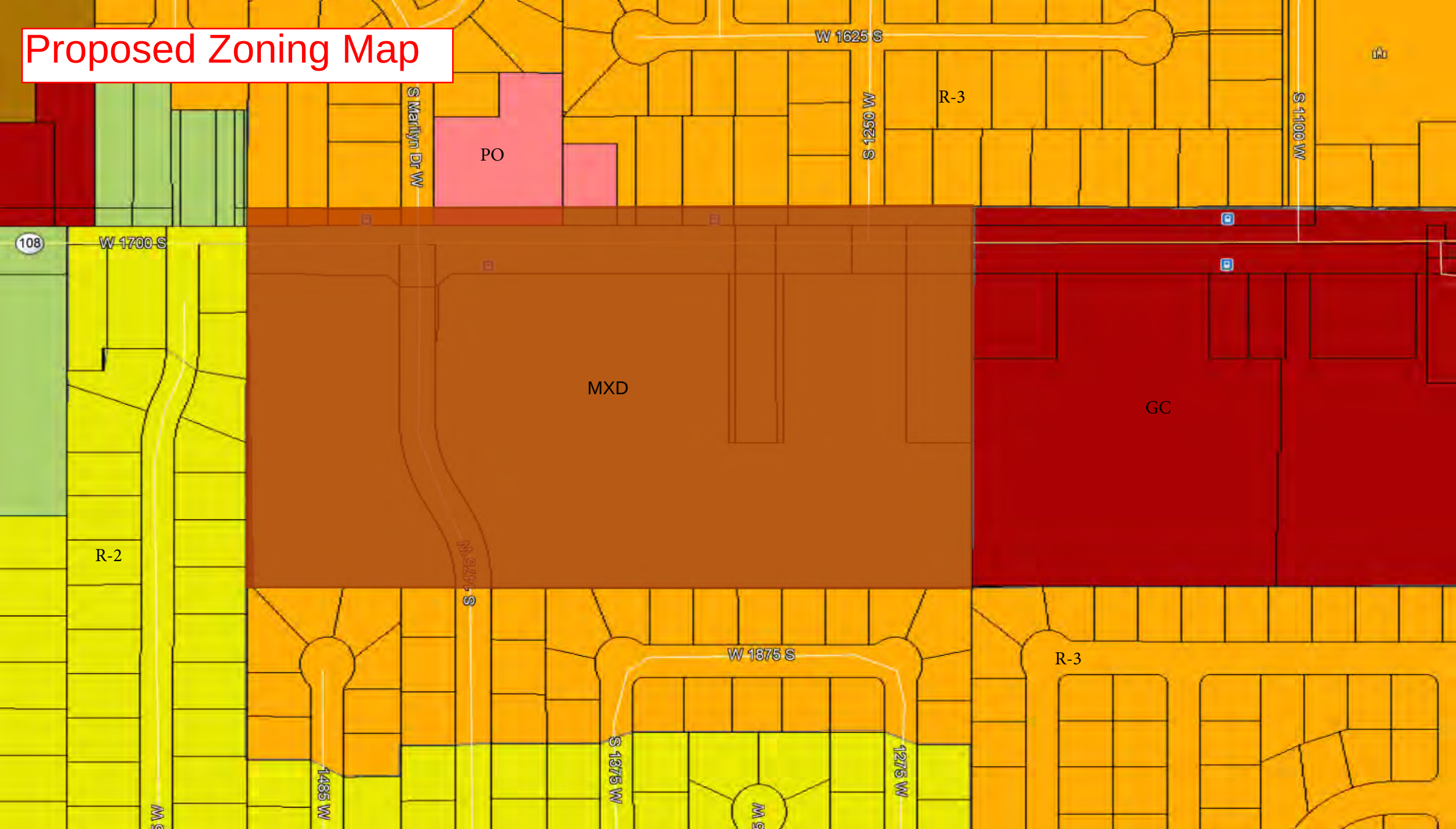
Legend

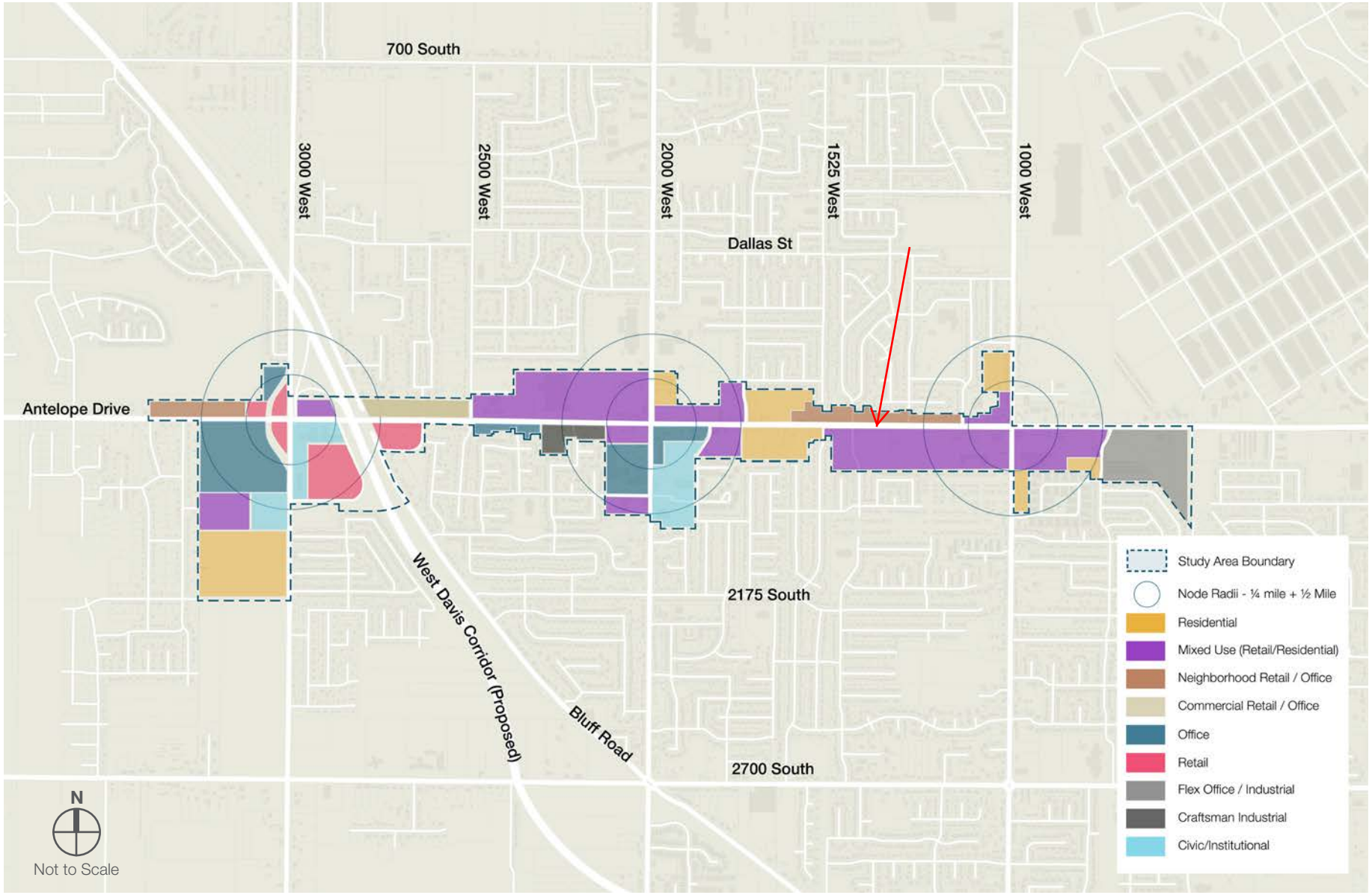
- Syracuse Municipal Boundary
- Parks, Agriculture, Wetlands (A-1)
- Civic (All Zones)
- Low Denisty Residential (A-1, R-1, R-2, R-3, Cluster, RPC)
- Medium Density Residential (Cluster, R-3, RPC, PRD, Neighborhood Services)
- High Density Residential (R-3, PRD, Neighborhood Services, Mixed Use, G.C.,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

Zoning Map


Dallas St
W 1290 S
W 1375 S
W 1390 S
W 1400 S
W 1500 S
W 1575 S
W 1600 S
W 1625 S
W 1700 S
Syracuse
127
108
Valerie Dr
David Dr
S Melanie Ln
Stoker Ln
Ruby Way
Heritage Ln
W 1875 S
1850 S
1900 S
W 1920 S
W 1950 S
W 2010 S
W 2050 S
W 2075 S
W 2100 S
Craig Ln
Dahl Ln
W 2150 S
W 2175 S
W 2225 S
W 2256 S
W 2300 S
W 2325 S
W 2350 S
W 2375 S
W 2400 S
W 2425 S
W 2475 S
W 1800 S
W 1850 S
F St
1st
D St
5th St
C St


Current Zoning Map
W 1625 S
S Marilyn Dr W
S 1250 W
S 1100 W
R-3
PO
108
W 1700 S
A-1
GC
R-2
S 1475 W
W 1875 S
S 1375 W
1275 W
1485 W
R-3


Proposed Zoning Map
W 1625 S
S Marilyn Dr W
PO
S 1250 W
R-3
S 1100 W
108
W 1700 S
MXD
GC
R-2
S 1475 W
W 1875 S
R-3
1485 W
S 1375 W
1275 W

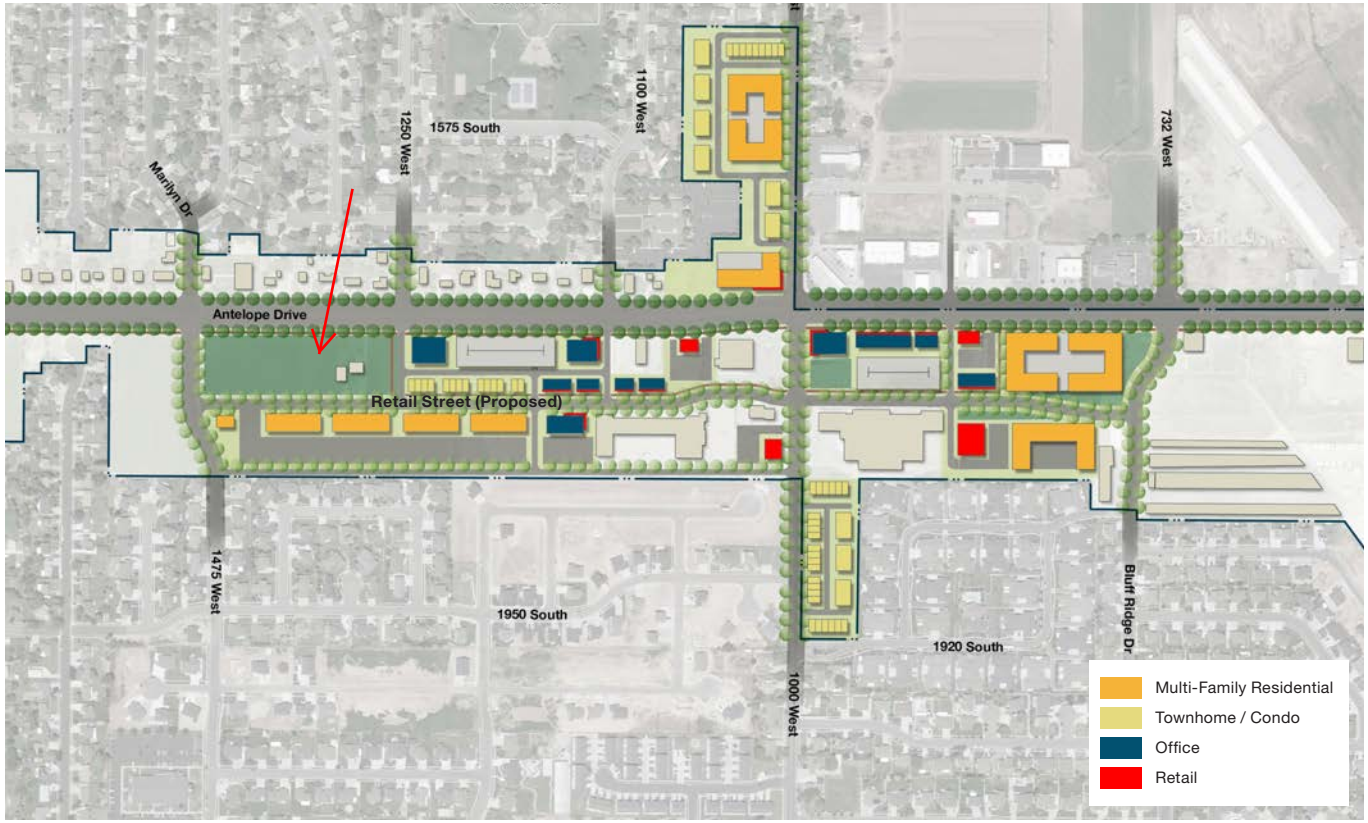

700 South
3000 West
2500 West
2000 West
1525 West
1000 West
Dallas St
Antelope Drive
West Davis Corridor (Proposed)
Bluff Road
2175 South
2700 South
N
Not to Scale
Study Area Boundary
Node Radii - ¼ mile + ½ Mile
Residential
Mixed Use (Retail/Residential)
Neighborhood Retail / Office
Commercial Retail / Office
Office
Retail
Flex Office / Industrial
Craftsman Industrial
Civic/Institutional

East Gateway - Land-Use

INTENT

The land-uses in the East Gateway node are intended to be a mix of uses in order to create a true mixed-use neighborhood. Currently, the majority of land-uses in the area are retail and service uses. In order to complete the neighborhood, office and residential uses should be added, as well as parks and other public open spaces.

Buildings are encouraged to be vertically mixed-use, wherever feasible, with ground floor retail on office and residential buildings. However, focus should be on lining the Retail Street, first and foremost, with Antelope Drive also a secondary priority for creating a walkable retail street.



Homes to South




Homes to West
© 2018 Google

Development to North



Development to East



Development to East



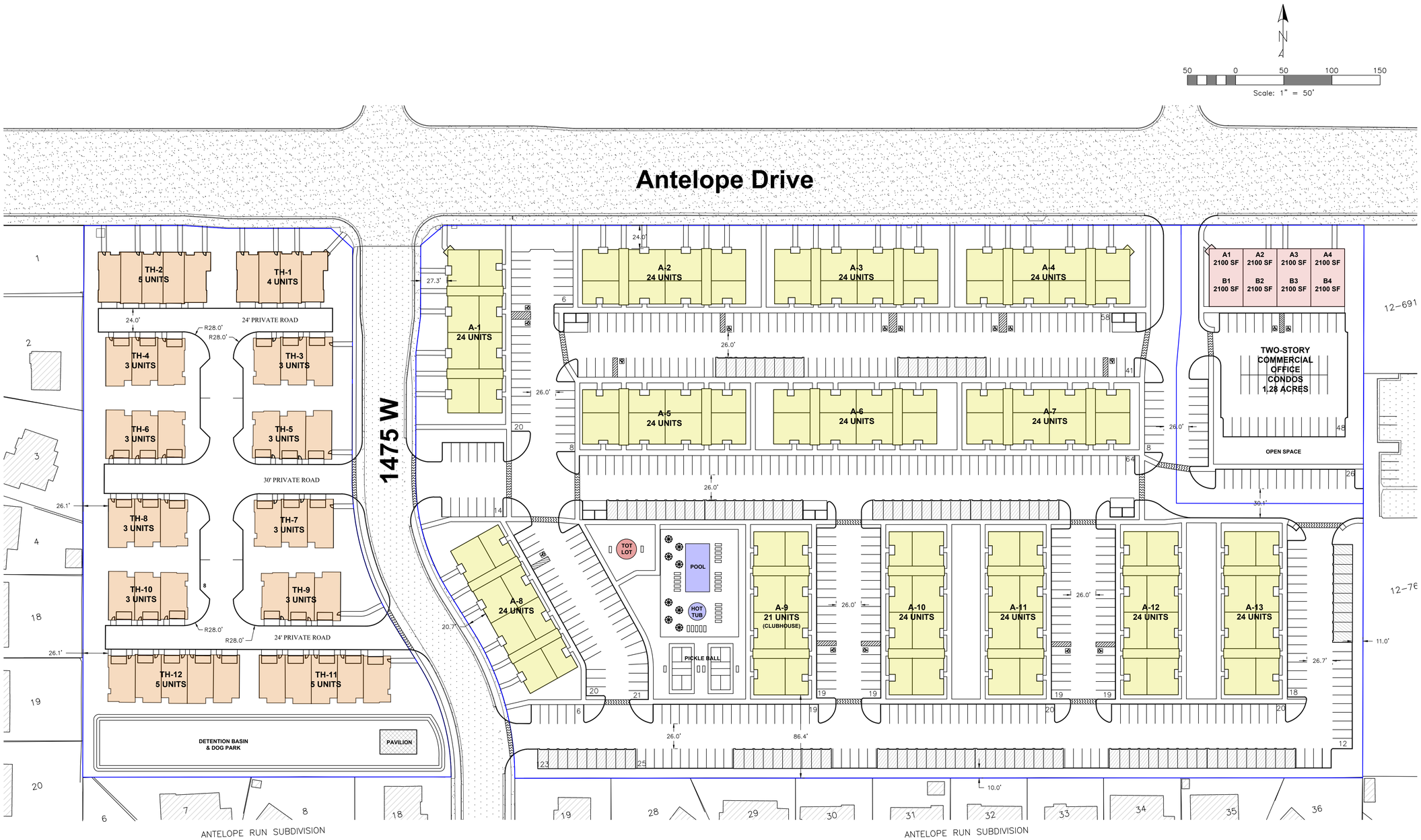
HOLT

GARDEN HOMES

CONCEPTUAL PLAN

epg design
planning + landscape architecture

WRIGHT
DEVELOPMENT
GROUP



Site Information

LOCATED IN:	SYRACUSE CITY, DAVIS COUNTY	COMMERCIAL		APARTMENTS		TOWNHOMES		AMENITIES	APARTMENT UNITS:		
ORIGINAL PROPERTY	16.56 ACRES	36 SF / 1,000 RESIDENTIAL REQUIRED (402,539 SF RESIDENTIAL SF / 1,000) * 36 SF = 14,491 SF REQ'D		APARTMENT UNITS	309	TOWNHOME UNITS	43	- CLUBHOUSE	EACH APARTMENT COMPLEX FOOTPRINT:	9,230 SF	
COMMERCIAL PROPERTY	1.28 ACRES	COMMERCIAL PROVIDED = 16,800 SF		OPEN PARKING STALLS	482	GARAGE PARKING STALLS	86	- GYM	1 BEDROOM UNIT: 840 SF	156 UNITS	
MULTI-FAMILY PROPERTY	15.28 ACRES			GARAGE PARKING STALLS	123	VISITOR PARKING STALLS	8	- 2 PICKLEBALL COURTS	2 BEDROOM UNIT: 1,150 SF	153 UNITS	
TOTAL UNITS	352	COMMERCIAL PARKING	48	CROSS/SHARED PARKING	48			- TOT LOT			
OVERALL DENSITY	23.04 UNITS/ACRE	COMMERCIAL REQ'D (2.5 STALLS/1,000 SF)	43			TOTAL PARKING STALLS	94	- OPEN GREEN SPACES	TOWNHOME UNITS:		
				TOTAL PARKING STALLS	653	TOWNHOME PARKING DENSITY	2.19 STALLS/UNIT	- DOG PARK	EACH TOWNHOME FOOTPRINT AVG:	1,820 SF	
OVERALL PARKING DENSITY	2.12 STALLS/UNIT			APARTMENT PARKING DENSITY	2.11 STALLS/UNIT			- PAVILION	3 BEDROOM UNIT AVG: 1815 SF	43 UNITS	
BUILDING AREA:	190,003 SF - 26.3%	BUILDING AREA:	8,400 SF			BUILDING AREA:	61,640 SF				
HARD SUFACE AREA:	345,305 SF - 47.9%	HARD SUFACE AREA:	33,604 SF	BUILDING AREA:	119,990 SF	HARD SUFACE AREA:	33,394 SF	= APARTMENT UNITS			
LANDSCAPE AREA:	186,008 SF - 25.8%	LANDSCAPE AREA:	13,582 SF	HARD SUFACE AREA:	278,307 SF	LANDSCAPE AREA:	79,342 SF	= TOWNHOME UNITS			
				LANDSCAPE AREA:	93,084 SF			= COMMERCIAL			

HUNT ENGINEERING, LLC
HUNT ENGINEERING, LLC
6619 Willow Creek Rd
Mountain Green, UT 84050
C. 801.664.4724
thomas.hunt@hunt-engineering.com

Holt
1283 West Antelope Dr
Syracuse, UT

Proposed Site Plan

Revisions	Date

ENGINEERS STAMP

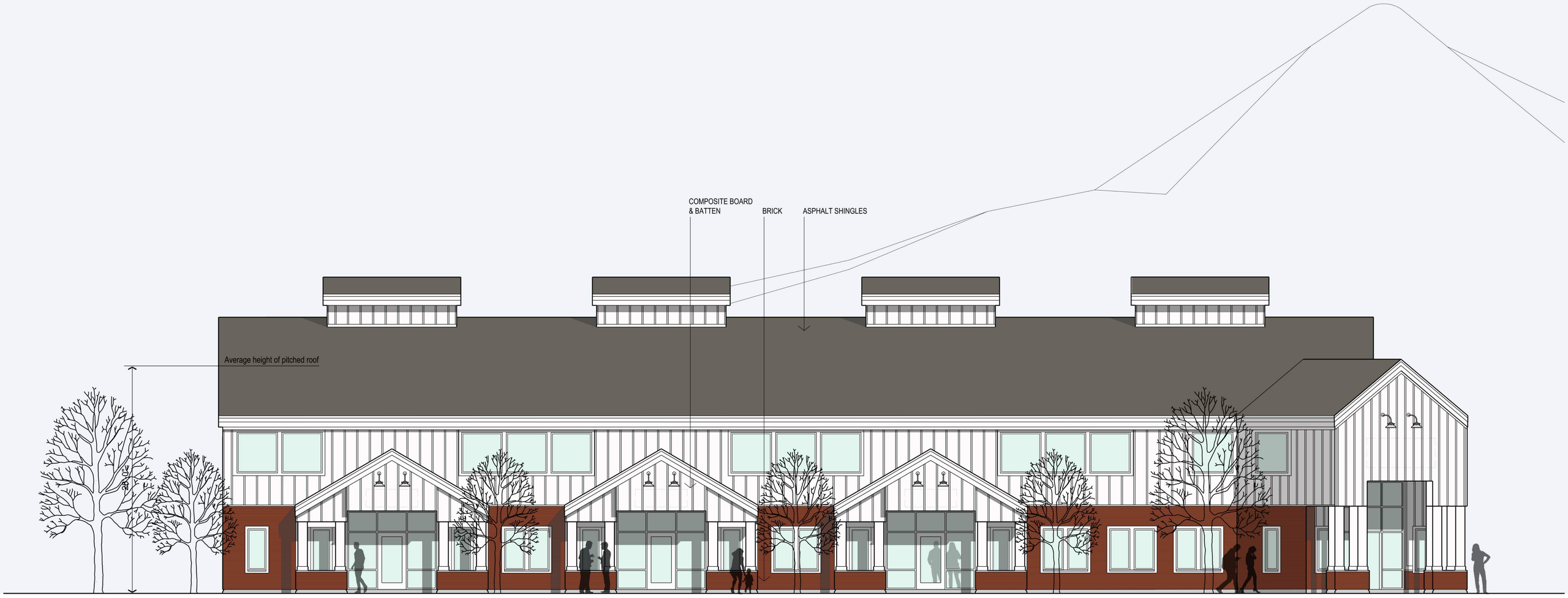
PROFESSIONAL ENGINEER
10854988
THOMAS J. HUNT
STATE OF UTAH

PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 6/20/2020
Name: Holt

SHEET 1 of 1 SHEETS

SAA
SANDERS ASSOCIATES ARCHITECTS
www.sandersarch.com



south ELEVATION
3/16" = 1'-0"

EXTERIOR BUILDING MATERIAL AREAS:
Brick 32%
Board/Batten & Glass 68%

SYRACUSE OFFICE CONDO'S
WRIGHT DEVELOPMENT GROUP
08.28.2020



TH-2 FRONT WALL MATERIAL CALCULATION:

FRONT WALL AREA	= **1,387 SF**
REQUIRED BRICK, ROCK OR STONE: 5,840 SF x 30%	= **416 SF**
ACTUAL FRONT WALL BRICK AREA	= **455 SF (38 %)**

**REMAINDER MATERIAL TO BE FIBER CEMENT SIDING.

TH-1 FRONT WALL MATERIAL CALCULATION:

FRONT WALL AREA	= **1,626 SF**
REQUIRED BRICK, ROCK OR STONE: 5,840 SF x 30%	= **488 SF**
ACTUAL FRONT WALL BRICK AREA	= **611 SF (38 %)**

**REMAINDER MATERIAL TO BE FIBER CEMENT SIDING.

2
A2.1

TOWNHOME ELEVATIONS

1/8" = 1'-0"



A2.1

TOWNHOME CONCEPT ELEVATIONS

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FRONT WALL MATERIAL CALCULATION:

FRONT WALL AREA	= **3,840 SF**
REQUIRED BRICK, ROCK OR STONE: 5,840 SF x 30%	= **1,152 SF**
ACTUAL FRONT WALL BRICK AREA	= **2,326 SF (60 %)**

**REMAINDER MATERIAL TO BE FIBER CEMENT SIDING.

BUILDING HEIGHT: = **35' - 2 1/2"** (MIDPOINT OF ROOF)
MAX HEIGHT OF NON-HABITABLE FEATURES: = **45' - 0"** (T.O. RIDGE)

SYRACUSE CITY CODE CH. 10.10 DEFINITIONS:

BUILDING HEIGHT IS AS DEFINED IN THE INTERNATIONAL RESIDENTIAL BUILDING CODE ADOPTED BY SYRACUSE CITY. THE VERTICAL DISTANCE FROM GRADE PLANE TO THE **AVERAGE HEIGHT OF THE HIGHEST ROOF SURFACE**.

1 / A2.10 — AP-1/AP-4 ELEVATION
1/8" = 1'-0"

A2.10
AP-1/AP-4 ELEVATION
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2
A2.11
PERSPECTIVE

A2.11

AP-1/AP-4 PERSPECTIVE

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FRONT WALL MATERIAL CALCULATION:

FRONT WALL AREA	= **3,772 SF**
REQUIRED BRICK, ROCK OR STONE: 5,840 SF x 30%	= **1,132 SF**
ACTUAL FRONT WALL BRICK AREA	= **1,135 SF (30 %)**

**REMAINDER MATERIAL TO BE FIBER CEMENT SIDING.

BUILDING HEIGHT: = **35' - 2 1/2"** (MIDPOINT OF ROOF)
MAX HEIGHT OF NON-HABITABLE FEATURES: = **45' - 0"** (T.O. RIDGE)

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1 A2.20 AP-2 ELEVATION
1/8" = 1'-0"

A2.20
AP-2 ELEVATION
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1 A2.21 PERSPECTIVE

A2.21

AP-2 PERSPECTIVE

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FRONT WALL MATERIAL CALCULATION:

FRONT WALL AREA	= **3,758 SF**
REQUIRED BRICK, ROCK OR STONE: 5,840 SF x 30%	= **1,127 SF**
ACTUAL FRONT WALL BRICK AREA	= **1,916 SF (51 %)**

**REMAINDER MATERIAL TO BE FIBER CEMENT SIDING.

BUILDING HEIGHT: = **35' - 2 1/2"** (MIDPOINT OF ROOF)
MAX HEIGHT OF NON-HABITABLE FEATURES: = **45' - 0"** (T.O. RIDGE)

SYRACUSE CITY CODE CH. 10.10 DEFINITIONS:

BUILDING HEIGHT IS AS DEFINED IN THE INTERNATIONAL RESIDENTIAL BUILDING CODE ADOPTED BY SYRACUSE CITY. THE VERTICAL DISTANCE FROM GRADE PLANE TO THE **AVERAGE HEIGHT OF THE HIGHEST ROOF SURFACE**.

1 A2.30 AP-3 ELEVATION
1/8" = 1'-0"

A2.30
AP-3 ELEVATION
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JZW ARCHITECTS



2 A2.31 PERSPECTIVE

A2.31

AP-3 PERSPECTIVE

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JZW ARCHITECTS



FRONT WALL MATERIAL CALCULATION:

FRONT WALL AREA	= **3,758 SF**
REQUIRED BRICK, ROCK OR STONE: 5,840 SF x 30%	= **1,127 SF**
ACTUAL FRONT WALL BRICK AREA	= **2,698 SF (72 %)**

**REMAINDER MATERIAL TO BE FIBER CEMENT SIDING.

BUILDING HEIGHT: = **35' - 2 1/2"** (MIDPOINT OF ROOF)
MAX HEIGHT OF NON-HABITABLE FEATURES: = **45' - 0"** (T.O. RIDGE)

SYRACUSE CITY CODE CH. 10.10 DEFINITIONS:

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1 / A2.50 AP-5 ELEVATION
1/8" = 1'-0"

A2.50
AP-5 ELEVATION
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JZW ARCHITECTS



1
A2.51 PERSPECTIVE

A2.51

AP-5 PERSPECTIVE

HOLT PROPERTY | SYRACUSE, UT

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JZW ARCHITECTS

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1 A3.1 FUTURE OPTION ELEVATION

1/8" = 1'-0"

A3.1

FUTURE OPTION AP ELEVATION

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JZW ARCHITECTS



2 A3.2 FUTURE OPTION PERSPECTIVE

A3.2

FUTURE OPTION AP PERSPECTIVE

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JZW ARCHITECTS

HOLT GARDEN HOMES

INSPIRATION



Inspired by the surrounding neighborhood's agricultural charm, this project takes notes from Magnolia's wholesome, modern farmhouse design and heirloom details. The crisp, white facade plays as a backdrop to warm wood tones and black hardware.

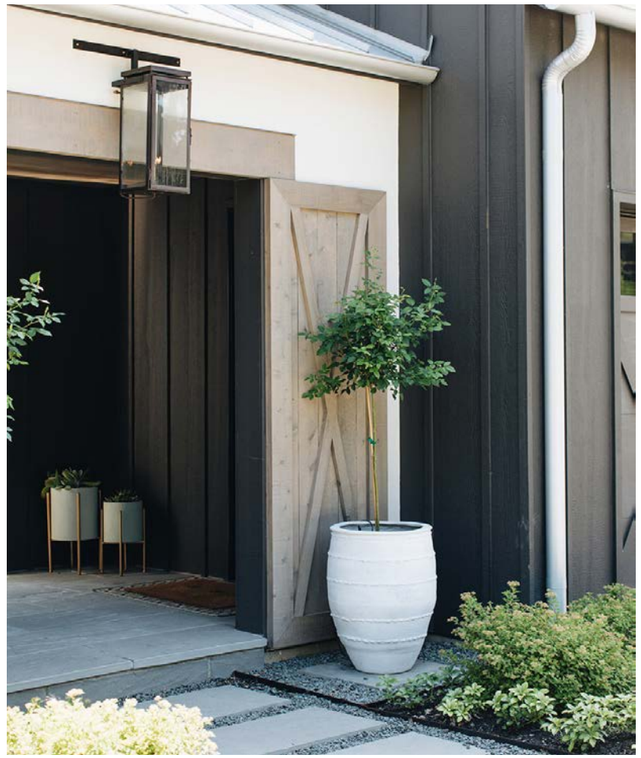
A formal, yet hardy plant pallet compliments both the native botany and desert climate -- while strategically placed furnishings elicit the feeling of home on the range in this new development.



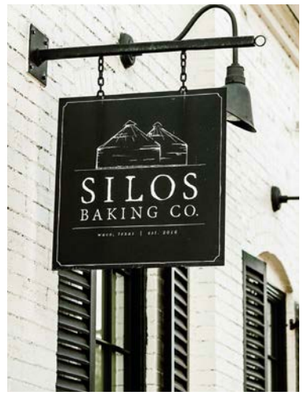












HOLT GARDEN HOMES

INSPIRATION









HOLT GARDEN HOMES

SITE FURNISHINGS



WINDOW TREATMENT







LIGHTING





PLANTERS



TABLES

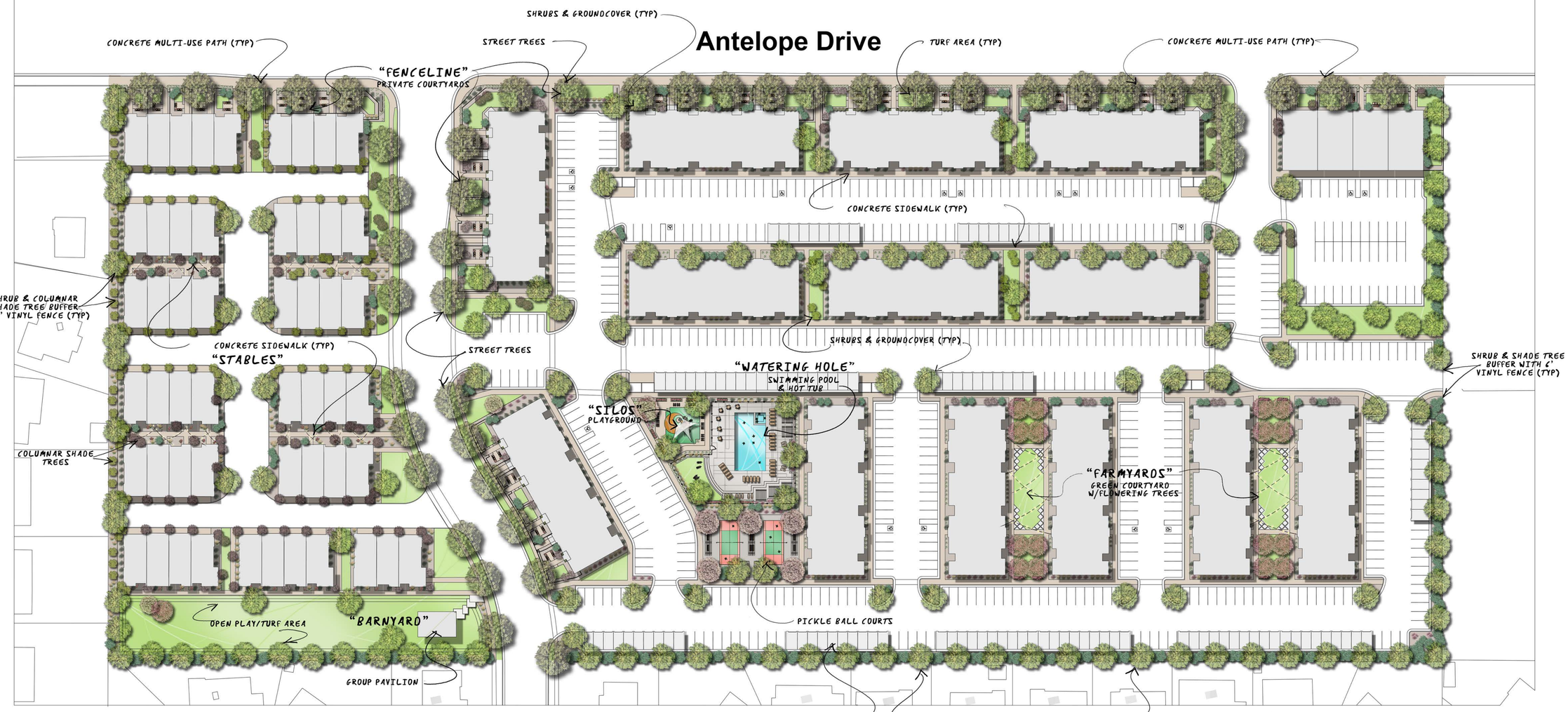


MONUMENT SIGN



WAYFINDING





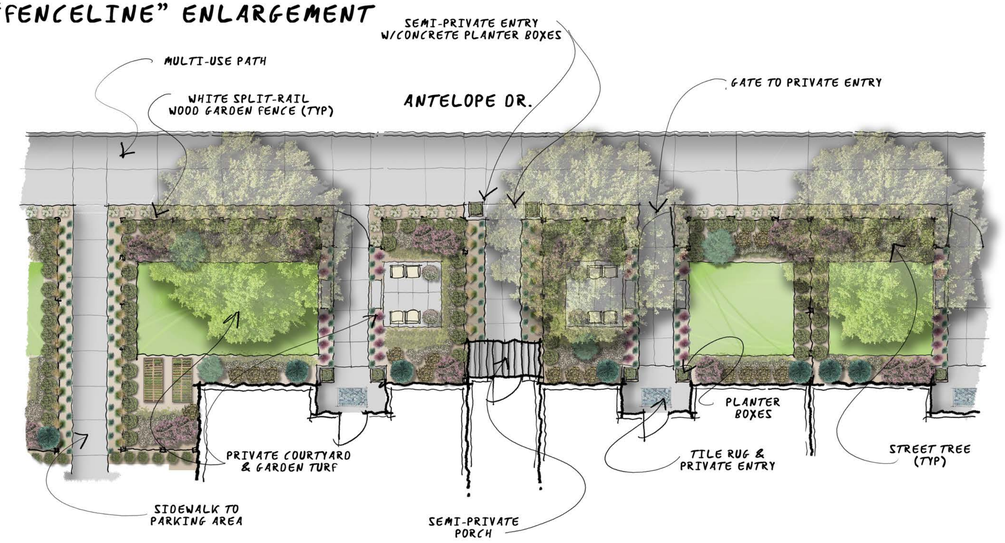
PLANT SCHEDULE

BOTANICAL NAME	COMMON NAME
ACER RUBRUM `COLUMNARE`	COLUMNAR RED MAPLE
CORNUS KOUSA	KOUSA DOGWOOD
FAGUS SYLVATICA `PURPUREA TRICOLOR`	EUROPEAN BEECH
GINKGO BILOBA	MAIDENHAIR TREE
QUERCUS ROBUR FASTIGIATA	PYRAMIDAL ENGLISH OAK
RHAMNUS FRANGULA `COLUMNARIS`	ALDER BUCKTHORN
ZELKOVA SERRATA	SAWLEAF ZELKOVA

BOTANICAL NAME	COMMON NAME
ASTILBE CHINENSIS `VISION IN WHITE`	VISION IN WHITE CHINESE ASTILBE
ASTILBE CHINENSIS TAQUETII `PURPURLANZE`	PURPURLANZE CHINESE ASTILBE
ASTILBE JAPONICA `EUROPA`	EUROPA FALSE SPIREA
ASTILBE X `CHOCOLATE SHOGUN`	CHOCOLATE SHOGUN ASTILBE
ATHYRIUM NIPONICUM	JAPANESE PAINTED FERN
AZALEA ENCORE `AUTUMN IVORY` TM	ENCORE AZALEA
AZALEA ENCORE `AUTUMN JEWEL` TM	ENCORE AZALEA
BERBERIS THUNBERGII `ROSE GLOW`	ROSY GLOW BARBERRY

BOTANICAL NAME	COMMON NAME
CALAMAGROSTIS X ACUTIFLORA `KARL FOERSTER`	FEATHER REED GRASS
ECHINACEA PURPUREA	CONEFLOWER
FESTUCA GLAUCA	BLUE FESCUE
HAKONECHLOA MACRA `NAOMI`	JAPANESE FOREST GRASS
HELLEBORUS X HYBRIDUS `AMETHYST GEM`	AMETHSYT GEM HELLEBORE
HOSTA X `JUNE`	JUNE HOSTA
ILEX GLABRA `ILEXFARROWTRACEY` TM	STRONGBOX INKBERRY HOLLY
LEUCANTHEMUM X SUPERBUM	SHASTA DAISY
MUHLENBERGIA CAPILLARIS `PINK CLOUD`	PINK MUHLY
MUHLENBERGIA CAPILLARIS `WHITE CLOUD`	WHITE MUHLY GRASS
PENNISETUM ALOPECUROIDES `LITTLE HONEY`	LITTLE HONEY DWARF FOUNTAIN GRASS
RUDBECKIA FULGIDA SULLIVANTII `GOLDSTURM`	BLACK-EYED SUSAN
SALVIA NEMOROSA `BUMBLEBERRY`	BUMBLEBERRY PERENNIAL SALVIA
SALVIA NEMOROSA `WHITE PROFUSION`	WHITE PROFUSION SALVIA
SCHIZACHYRIUM SCOPARIUM `STANDING OVATION`	STANDING OVATION LITTLE BLUESTEM GRASS

"FENCELINE" ENLARGEMENT



epg design
planning + landscape architecture

Holt
1283 West Antelope Dr
Syracuse, UT

Preliminary
Landscape Plan

Revisions	Date

ENGINEERS STAMP

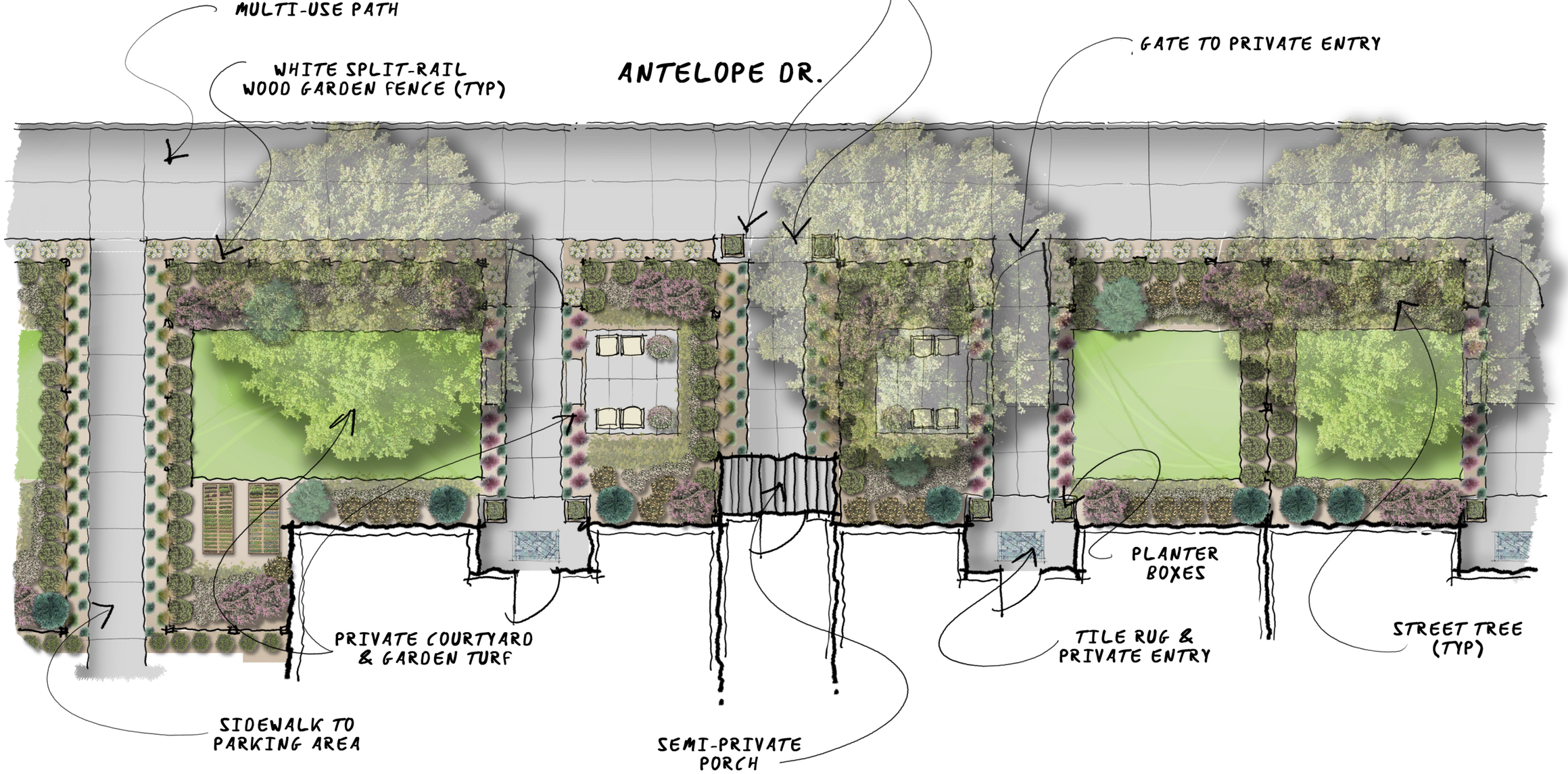
PROJECT INFO.

Engineer: T. HUNT
Drafter: T. HUNT
Start Date: 6/20/2020
Name: Holt

SHEET 1 of 1 SHEETS

THE FENCELINE

ANTELOPE DR. ENLARGEMENT



HOLT GARDEN HOMES

THE FENCELINE

The enlarged awning is supported by sturdy wood beams. Mission style shutters accent the white exterior, as the painted bricks soften the bold black entrance. Planter boxes frame the sidewalk and entries, along the white fence. Private gardens are both welcoming and provide an outdoor entertainment space.











HOLT GARDEN HOMES

THE BARN

GROUP PAVILION

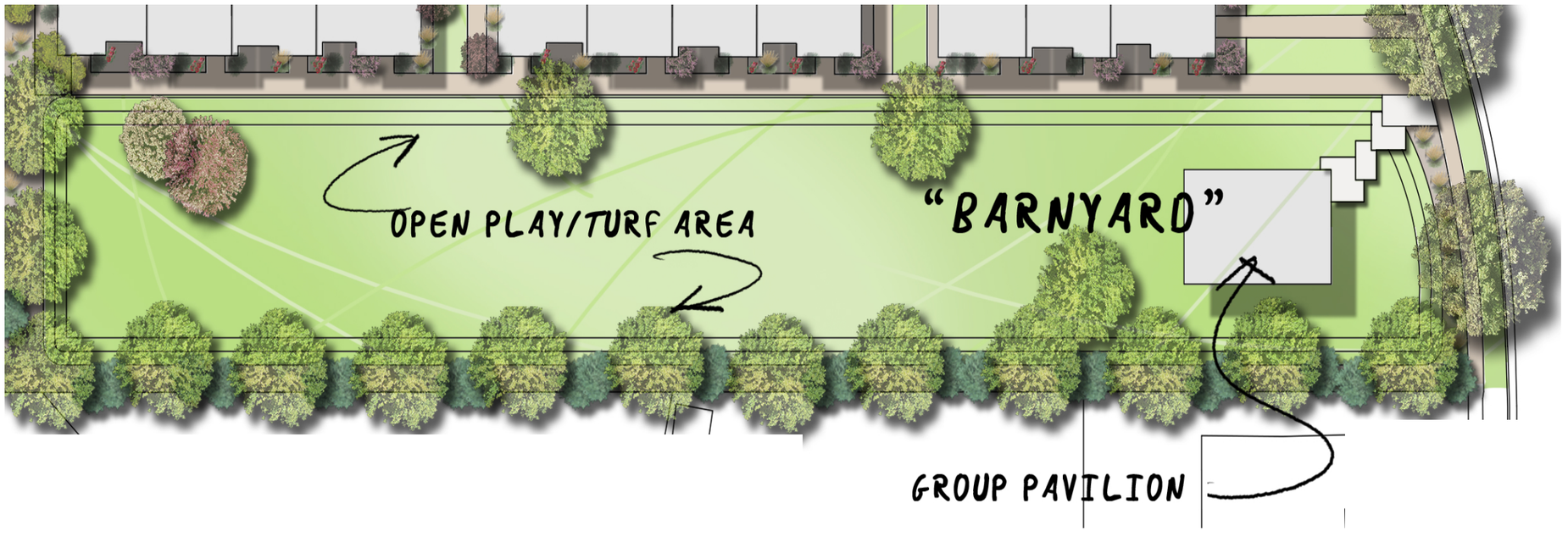
The barn is the heart of the farm, where people gather and community thrives. Open turf provides ample space for play.











THE FARMYARDS

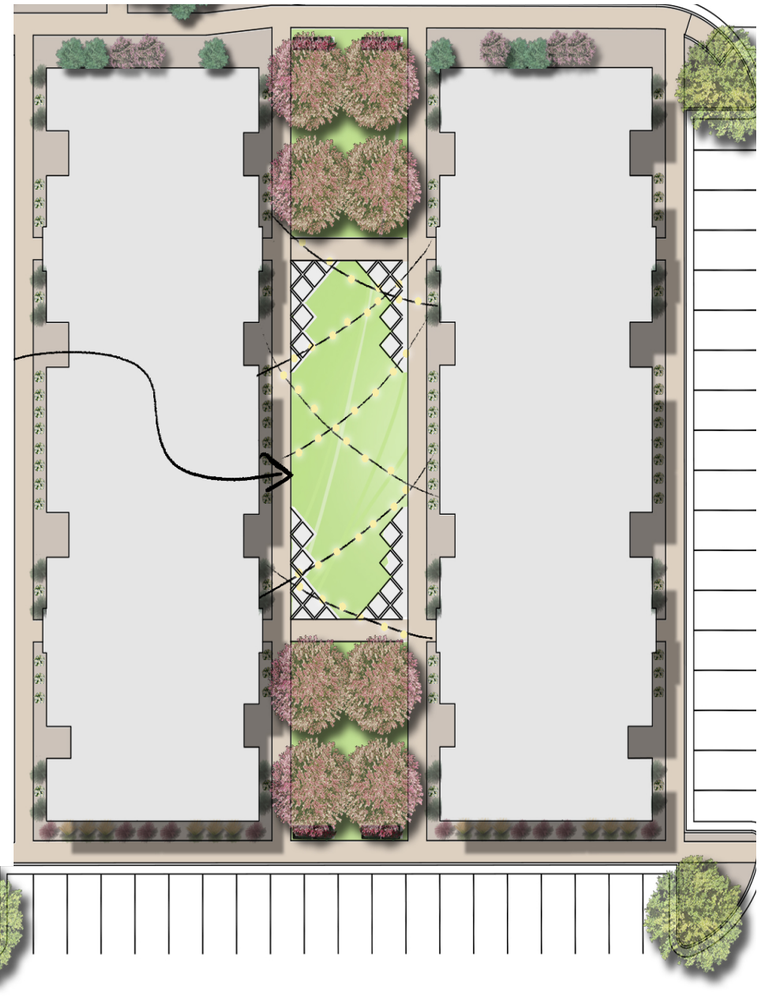
These mixed-use courtyards provide space for leisure, social gatherings and contemplation.











HOLT GARDEN HOMES

THE WATERING HOLE

The perfect spot to unwind after a long day. The Watering Hole offers a sun deck, pool and hot tub, with shaded lounging under the pergolas and trees.









HOLT GARDEN HOMES

THE SILOS

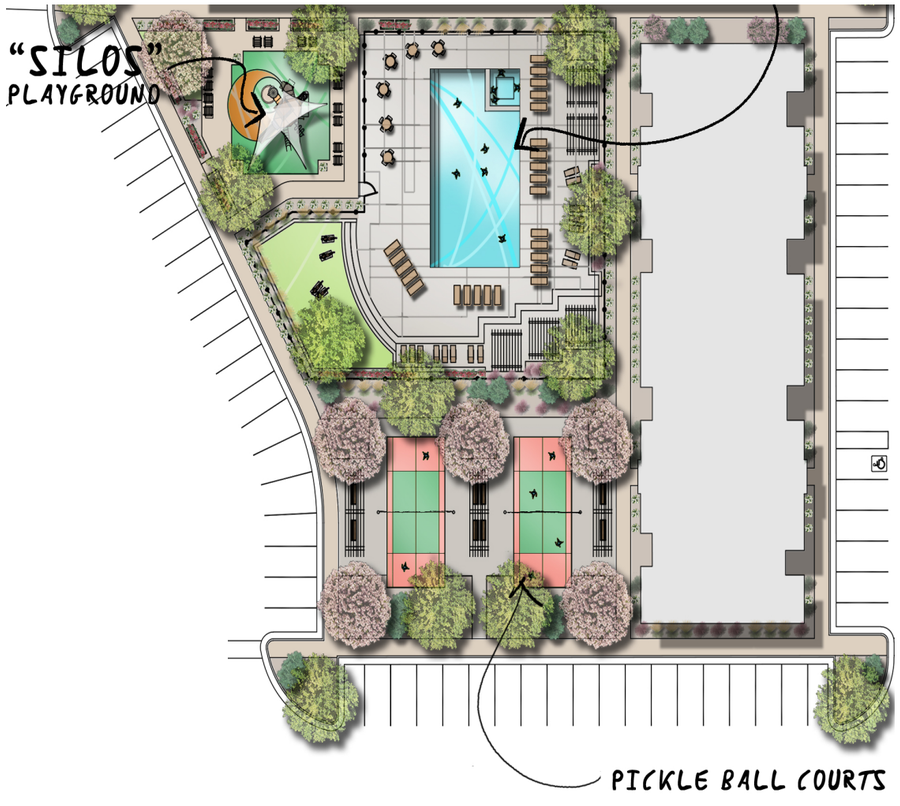
The Silos themed playground is a destination for kids of all ages. Garden boxes and lounge chairs finish off the space, with viewing of the Watering Hole and pickle ball courts.











HOLT GARDEN HOMES

PLANTING PALETTE

PRELIMINARY STREET TREES



Purple Robe Locust



Columnar Juniper



Mountain Laurel



Columnar Red Maple



Kousa Dogwood



Pyramidal English Oak



European Beech



Ginko Biloba



Sawleaf Zelkova

GRASSES



Blue Fescue



Little Honey Fountain Grass



Little Bluestem



Karl Forester



Pink Muhly Grass



White Muhly Grass



Japanese Hakone Grass

PLANTING PALETTE



Hosta Species



Fern Species



Hellebore Species



Astilbe Species



Coral Bells



Alder Buckthorn



Boxwood



Burning Bush



Dwarf Arctic Willow



Black-eyed Susan



Purple Coneflower



Shasta Daisy



Red Twig Dogwood



Day Lillies



Ninebark Species



Salvia



Gardenia



Dwarf Shrub Rose



Hibiscus Species

Review for compliance with the Mixed-Use Development Zone (MXD) Chapter 10.92

Completed by: Noah Steele

Date Completed: 9-2-20

Plans Reviewed: 8-31-20 apartment/ townhome elevations, 8-31-20 site plan, 8-28-20 commercial elevation

Existing Ordinance	Staff Analysis
10.92.010 Purpose To create a zone which will provide traditional neighborhoods where residents can work, play, shop, and live that are strategically designed to create a symbiotic relationship by allowing for a combination of commercial and residential uses. These neighborhoods are meant to boost the city's daytime population, which is anticipated to support local businesses and increase sales tax revenue. This zone will be the most urban atmosphere within the city. Projects within the zone are anticipated to provide context-sensitive architecture, art, entertainment, convenience, alternate housing types, affordability, and active lifestyles through recreation amenities on site and improved sidewalk connections to destinations off site. Residential use may be applied to existing commercial areas, or commercial uses inserted into existing residential areas if the goal is to increase jobs and/or increase sales tax, and the development scale is compatible with its surroundings. [Ord. 19-17 § 1 (Exh. A).]	The new residents are likely to shop next door at Smith's and Dollar tree complexes boosting sales tax revenue. Please review photos of surrounding development and concept renderings to decide if design is 'context sensitive'. Surrounding building heights are about 20-30' tall but the proposed buildings are about 40'. Many on site amenities like pool and pickle ball.
10.92.020 Permitted Uses The following uses, and no others, are 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) Restaurants, no single tenant/stand-alone; (B) Professional office; (C) Professional nonretail services; (D) Retail, no automotive maintenance, gas, or repair; (E) Churches, synagogues, and temples; (F) Dwellings, multifamily, up to 24 attached per building; (G) Dwellings, townhomes, up to six attached per building; (H) Dwellings, single-family detached; (I) Household pets;	Multi-family Dwellings permitted under F. Other commercial uses unknown at this time.

(J) Public and quasi-public buildings; (K) Club houses and recreational facilities; (L) Public parks. [Ord. 19-17 § 1 (Exh. A).]	
10.92.030 Conditional Uses The following, and no others, may be conditional uses permitted after application and approval as specified in SCC 10.20.080: (A) Minor home occupations (minor); (B) Accessory dwellings (major, allowed with single-family detached units only); (C) Temporary commercial uses (see SCC 10.35.050) (minor); (D) Accessory structures (minor, allowed with single-family detached only). [Ord. 19-17 § 1 (Exh. A).]	N/a
10.92.040 Development Standards All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards: (A) Minimum Lot Standards. (1) Lot width: no minimum or maximum. (2) Front yard setback: 20 feet minimum, 40 feet maximum. Fifteen feet minimum allowed if adjacent to an enhanced streetscape featuring all of the following: widened sidewalk, on-street parallel parking, and outdoor cafe style seating. Measured from the back of right-of-way or private drive to front building foundation. (3) Side yard setbacks: as measured from foundation to adjacent property line; 10 feet minimum or as approved by Planning Commission. As measured between building foundations, 16 feet minimum. (4) Rear yard setback: as measured from foundation to adjacent property line or between buildings, 20 feet.	 Meets front setbacks Meets side setbacks Meets rear setbacks
(B) Density. Unit densities and housing product types shall be distributed on site with extreme sensitivity to adjacent development type and density. Units per acre shall be tapered down when near property boundaries of single-family development. Density is form based, no minimum units per acre.	Planning Commission is recommending that the units adjacent to single family be max of two stories.

(C) Mixed Use Required. (1) One hundred percent residential projects are prohibited. (2) Apartment complex sales offices may not be the project's sole commercial space. (3) The development agreement shall require that the commercial component of the project cannot be omitted and shall run with the land. (4) The developer may partner with owners of off-site commercial projects to develop the required commercial square feet of the proposed project. This may be accomplished by building new buildings on empty pad spaces, attracting tenants that sign long-term leases in empty building space, enhancing circulation with cross access agreements, or assisting in the enhancement of the partner site in other mutually beneficial ways. City Council, with recommendation from Planning Commission, must find a direct benefit between the proposed residential units and the commercial project to exercise this option. This option is available at the developer's request with the consent, desire, and agreement to partner from the owners of the existing commercial project. The agreed to enhancements to the partner site in this option must be completed before the first residential unit receives final occupancy. Details of the partnership obligations are to be included in the development agreement and shall be binding. (a) The commercial component of the project may be split on and off site. The combined total commercial square footage provided shall be greater than or equal to the required square footage of commercial which is based upon the height of the proposed buildings. Distribution of on- and off-site commercial square footages shall be based on the assessment of unique site characteristics that lends itself to commercial viability and by the following: (i) Properties within the town center overlay zone may build on- and off-site commercial in any combination, but no more than 70 percent of the required commercial may be located off site. The partner site must be located next door, sharing a property line with the proposed mixed use project.	16,800 sf commercial provided in a stand-alone two-story office condo building. Everything provided on-site.

(ii) Properties outside the town center overlay may build on- and off-site commercial in any combination. The partner site must be within one-quarter mile of the proposed mixed-use project. (5) For a space to qualify as counting toward the required commercial square footage, it must not be accessory to the residential units, meaning to have separate utility connections, dedicated parking that is near the business entrance, a separate entrance, separate restroom, and appropriate fire separation between differing uses. Office, medical office, assisted living, retail space, or other uses deemed beneficial by City Council are to be considered commercial. Industrial uses like warehousing or storage units are not considered to be commercial uses. Also, parking areas, trash, outdoor dining, or other outdoor storage areas do not count towards the required commercial square footage.	Meets ordinance.
(D) On-Site Amenities and Landscaping. (1) Common Space Amenities. The project shall develop common space amenities proportionate to and in relation to the scale and resident demographics of the proposed project. Amenities shall be privately owned and managed by an HOA. Amenities must be chosen from the following list as required in the following table: Number of Units: Amenities Required 0 – 20 : 1 20 – 40 : 2 40 – 60: 3 60 – 80: 4 80 – 100: 5 100 +: 6 (2) List of Amenity Examples. Select from list the number required from table above: (a) Water amenities (for example: pools, hot tubs, steam room);	Meets ordinance. Clubhouse, gym, 2 pickleball courts, tot lot, open spaces, dog park, and pavilion.

(b) Sport amenities (for example: tennis, pickleball, lighted basketball courts); (c) Community gathering amenities (for example: play structure, village green, pavilion, outdoor kitchen); (d) Other amenities deemed appropriate by the Planning Commission.	
(3) Open Space. A minimum of 20 percent of the project area shall be landscaped.	26% landscaped.
(4) Street Trees. One street tree shall be planted at least every 30 feet along adjacent public street frontages in accordance with the street tree species guide in SCC 10.30.070.	Yes
(5) Buffering between land uses as required in SCC 10.30.080.	Buffer C is required which is 6' concrete with 10' wide landscape with 1 tree and 5 shrubs every 50'. Landscape plan provided with trees, shrubs, and fence.
(6) In-Lieu Fee for Required Open Space or Amenity. 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.	No in-lieu
(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.	
(i) 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.	
((6) In-Lieu Fee Continued) (ii) The park property to receive the fee money shall be identified and approved in conjunction with the concept plan.	
(c) 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. (d) The spending of in-lieu fees shall be limited to the determined off-site receiving location and for no other civic or private use. (e) 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 MXD zone. (f) If a fee is accepted in lieu of common space, the project will nevertheless be required to build at a minimum: 15 percent landscaping of the total project land area. All on-site landscaping and common space amenities shall be maintained by an HOA. (g) The fee money will be due to the City prior to recording of the final subdivision plat proportionate to each phase or prior to accepting a building permit, as applicable. (h) 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 prescribed by the zone. (i) 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 15 percent identified in subsection (D)(6)(f) of this section, and actually built within the development, may be subtracted from the estimated fee due. (j) 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.	

(E) Site Design.	
(1) Buildings shall be positioned on the site so that all first-floor front doors face the public road or private drive.	Site plan B meets ordinance, Site plan A abandoned.
(a) Where front and rear frontage to two roads or driveways exists, the road or driveway with the largest width and traffic counts shall be the direction the front door faces.	Meets ordinance
(b) If frontage to the intersection of two roads or drive aisles exists, the building entrance(s) shall face toward the point of intersection of the two centerlines with a chamfered edge.	meets ordinance
(c) Entryways shall not face toward the rear or side lot line of abutting property with single-family residential zoning or use.	none provided, may be developed further during site plan.
(2) Terminating vistas shall be incorporated by centrally and prominently placing public art, landscaped monument signage, or building facades perpendicularly at the visual endpoint of streets and drive aisles.	Meets ordinance
(3) Garage doors shall not face public roads. Where double frontage exists, the garage door may face the lesser of the two roads or be side-facing.	Meets ordinance
(4) The development design shall include direct automobile access to a public roadway on a full-width publicly dedicated right-of-way or private drive meeting International Fire Code (IFC) standards.	Will need UDOT approval for connection to Antelope. Proof of approval needed before building permit.
(5) All building entrances shall be directly connected to the public sidewalk with pedestrian walkways. These walkways must use differing material when crossing driveways. Decorative landscaping shall be included for one and one-half feet on one or both sides of all private walkways leading to front doors and/or residential breezeways.	Building A-4 entrance not connected to sidewalk.
(6) Cross-access for automobiles and pedestrians to and from abutting properties is required where possible.	Drive isle is stubbed to commercial area to the east but no cross-access connection formalized. Further work needed with shadow point to complete connection.
(7) On-site and off-site pedestrian sidewalks and shortcuts are required to increase access to adjacent shopping, employment, parks, or other amenities.	

(F) Architecture. (1) Vertical mixed use motif architecture is required on all buildings within the mixed use zone. (2) Vertical mixed use motif is defined as containing the following elements: (a) Horizontal and/or vertical variation in wall or roof plane between each unit intended to give the appearance of multiple buildings built over a long period of time; (b) Varying window size and height with each segment; (c) Roofs of varying styles with each segment; (d) Large first floor windows and/or storefronts covered by canopy or trellis; (e) First floor storefronts with varying styles on each segment such as bay or recessed entries; (f) Entrance door on chamfered angle when on corner; (g) A design including similar architectural features to the example image below, but not construed as a requirement to match exactly:	5 different building elevations provided to create architectural variety. AP 1 elevation: Very symmetrical walk up apartment design, appears to not be built over a long period of time. Each segment does not vary window sizes. Same roof style with each segment.
	screenshot of proposed apartments original: 

8/31/20 revised

AP-1



AP-2



AP-3



AP - 5



'Future Option'



office



	screenshot of townhomes - 
<u>Old text</u> (3) Building Height. A maximum height of 35 feet from ground to the top of the roof structure. Buildings located adjacent to existing single-family detached homes shall be a maximum of two stories and/or 30 feet, whichever is shorter. A bonus height up to 40 feet or three stories, whichever is shorter, is permitted for buildings with leasable first-floor commercial. Non-habitable towers, parapets, or other decorative architectural features, excluding roof structure, shall be allowed over 35 feet but not to exceed 45 feet. **<u>New text</u>** (3) Building Height. (a) Maximum allowed height and resulting densities will be allotted based on the provided square feet of leasable commercial space using the ratios below. Calculations for the entire project will be based on the tallest building. (i) Required Commercial Square Feet to Maximum Height Ratios. A. One story/maximum 15 feet allowed if: 12 square feet commercial/1,000 square feet residential. B. Two story/maximum 30 feet allowed if: 24 square feet commercial/1,000 square feet residential.	Apartments are proposed to be three stories and townhomes are two stories. Commercial is two stories. Three story allowed with square footages provided. Label says 40’ height to ridge. Averaged height is 35’. Top of cupola is is 45’. Commercial - no labels either but appears to be about 40 ft./ 2 story. Townhomes are 29’ to ridge. Meets current ordinance.

C. Three story/maximum 40 feet allowed if: 36 square feet commercial/1,000 square feet residential. (b) Buildings located within 85 feet (measured from foundation to property line) to existing single-family detached homes, or one-story attached duplex, triplex, or fourplex, shall be a maximum of two stories and/or 30 feet, whichever is shorter. (c) Nonhabitable towers, parapets, or other decorative architectural features, excluding roof structure, shall be allowed, but not to exceed 45 feet.	Buildings located further than 85’
(4) If commercial spaces have residential above or below, they shall be designed to meet building and fire codes to support the commercial use.	Will ensure compliance at future site plan/building permit as applicable
(5) All buildings and project site areas are required to meet the design standards found in Chapter 10.28 SCC.	Will ensure compliance at future site plan/building permit as applicable
(6) If no commercial exists on the bottom floor and if the building is directly abutting a road, or is on a corner, its facades shall at a minimum be designed with the mixed-use motif architecture as defined above.	See architecture comments above.
(7) If a building is located on the corner of two roads, the building shall have a prominent tower or architectural feature of greater height than the rest of the building. The tower or feature shall be rotated so the center point of its outer wall faces the point of intersection of the two road centerlines.	Meets ordinance
(8) Buildings which are entirely residential without leasable commercial space mixed in the same building are only allowed if all the following apply: (a) Are within 1320 feet of existing retail or office building(s) measured in a straight line between the closest portion of each building; and	Interior buildings are all residential but qualify to do so per this section.

(b) Are connected and accessible to adjacent commercial or office building(s) with a paved ADA-compliant pedestrian walkway; and (c) Are located entirely without any road or corner frontage.	
(9) Buildings which are entirely commercial are permitted only if all the following apply: (a) Are located with frontage on a street or corner, or part of a contiguous block of commercial buildings which do have frontage; and (b) Conform to the vertical mixed use architectural motif; and (c) Have at least two stories.	Meets ordinance.
(10) Maximum building length is 200 feet.	Meets ordinance
(11) Horizontal rooflines shall vary at a minimum of every 30 feet. Variation can be accomplished by: (a) Vertical offset in ridge line; (b) Gables; (c) Parapets; (d) Cornices; (e) Dormers; (f) Vegetated terraces; (g) Trellises; or (h) Other architectural features such as portals, balconies, or porches.	Meets ordinance
(12) Buildings designed with completely flat facades and monotone color schemes are not permitted.	Meets ordinance
(13) All buildings must have articulation of all facades.	Insufficient information to determine. Future applications will add detail.
(14) At least one significant horizontal facade variation in the wall plane is required at least every 60 feet.	Meets ordinance on front façade.
(15) Duplicating building facades adjacent to each other on the same side of the street or in a repeating pattern shall not be allowed. This may be accomplished by varying the number of stories, roof type (including shed,	Applicant has created 5 different elevations to provide variety. A lot of duplicating segments.

gable, hip, Dutch, dormer roofs, etc.), or ridgeline directions to create variation. Color variation alone is not sufficient.	
(16) Architectural variation between each building segment is required.	Very symmetrical designs with repeating segments but variety provided with each segment.
(17) Garages shall not be the major architectural feature of any building.	Rear and front garages on townhomes, n/a for apartments.
(18) All units abutting to a public roadway shall utilize rear or side facing garages.	Meets ordinance
(19) Entrances shall be pronounced with porticos, awnings, arches, columns, gables, porches, stoops or other three-dimensional architectural features.	Meets ordinance
(20) Front doors to ground level apartment units shall face the road or front of the building and not towards a shared hallway.	Site Plan B meets ordinance. Site Plan A abandoned.
(21) The stairway leading to upper level units shall be located on the front of the building with a prominent architectural storefront creating a welcoming and defined entrance lobby. Window or blade signage located on the storefront should clearly label the building number and project name.	Meets ordinance
(22) First floor apartment, townhome, and single-family unit entryways shall feature a covered front porch with enough space for two chairs and a walkway.	Mees ordinance
(23) A minimum of three colors and materials per exterior elevation is required.	Meets ordinance
(24) Exterior surface materials on every facade shall meet the requirements for front exterior walls found in SCC 10.30.020(B) with the exception that no vinyl siding shall be permitted on any side. [Ord. 19-17 § 1 (Exh. A).]	'Future Option' doesn't have any brick rock stone but other facades meet and exceed ordinance requirements.
10.92.050 Development Process All projects within the mixed-use zone shall enter into a development agreement with the city. The agreement must be approved by City Council concurrently with	Meets ordinance.

the rezone request. The agreement shall include the square footage of all proposed uses and the number of proposed residential units. Colored concept plans and exterior elevations shall be included as exhibits in the development agreement. Upon application for the mixed-use development zone, the developer shall provide colored architectural elevations and colored concept plans showing the architecture and design of the proposed development. Elevation drawings shall include building materials and a table showing the square footage of each material, building height, and the total square footage of each facade. The concept plan shall include the location of each proposed building labeled with use and square footage, parking areas and number of stalls, existing buildings, existing mature trees, proposed amenities, landscape areas, proposed trees, and shrubs. The plan shall also include a table of the total site acreage, total combined building square footage, square footage of each proposed building, square footage of each use in each building, number of residential units in each building, number of commercial and/or office spaces, number of parking spaces, and total square footage of landscape areas. Upon zoning approval, the development plans shall be a binding zoning document that runs with the land. If zoning is granted, prior to construction all projects shall: submit a site plan application to be reviewed by the Architectural Review Committee and Planning Commission as detailed in SCC 10.20.090, submit a building permit application, and complete a pre-construction meeting with the Building Department. [Ord. 19-17 § 1 (Exh. A).]	
10.92.060 Off-street parking and loading No off-street parking stalls shall be allowed to be located between the front building facade and the public right-of-way or within any front yard. Enclosed garages are not required for residential units within the mixed-use zone. Parking for residential units shall be provided at a minimum ratio of two stalls per unit – one stall for the resident and one stall for visitors. Resident parking shall be located no further than 100 feet from the unit. Shared parking agreements with adjacent commercial uses for visitor parking are encouraged. Otherwise, off-street parking and loading shall be provided as specified in Chapter 10.40 SCC. [Ord. 19-17 § 1 (Exh. A).]	Meets ordinance. 2 required. 2.05 stalls/unit for apartments and 2.3 stalls/unit for townhome provided. Industry average for apartments is 1.7 stalls per unit.
10.92.070 Signs.	Will be evaluated with future application as required.

The signs permitted in this zone shall be those allowed in residential or commercial zones as applicable, as specified in Chapter 10.45 SCC. Home occupation businesses shall be limited to first floor window or first floor blade signs not to exceed four square feet. Businesses located in buildings with residential units on upper floors shall not install signage higher than the first floor. [Ord. 19-17 § 1 (Exh. A).]	

Project Name: Holt Mixed Use

Address: 1283 W Antelope Drive

Applicant: Wright Development Group – Logan Johnson

Summary of Proposed Project: Mixed Use of Residential Apartment and Commercial.

Applicable Ordinance and Staff Comments:

Ordinance Text	Staff Analysis
10.20.070 Zoning map and text amendments. (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:	The General Plan map has designated this property as 'High Density Residential'. It is only one of three properties in the city with the designation chosen because of its frontage on a state road and proximity to existing commercial centers. A High-Density Residential map designation anticipates multiple possible current zoning options including: Cluster, R-3, Neighborhood Services, Mixed Use, G.C., and P.O. as zones contemplated to be appropriate within the designation. The housing section of the text of the general plan explains, "Apartments could be an appropriate use if located adjacent to existing commercial, along state highways, or near the West Davis Corridor interchanges. Attached housing is not wanted unless it is well designed to match the architecture and building height of surrounding development." The proposed project is located adjacent to an existing commercial center called 'Shadow Point', and along SR-108 also known as Antelope Drive. The words 'well designed' and 'matching' are somewhat subjective and up for interpretation by council. The proposed development features hardy board, dark grey and white coloring, is three stories tall, has some flat roof parapets. The surrounding development to the south and west are one- and two-story single-family homes. The commercial development to the east is one story featuring stucco and brick. Please refer to pictures in packet and compare to provided elevation drawings of proposed structures to evaluate if they are 'well designed' or 'matching'.
(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;	Once again, the word 'harmonious' can be a subjective term up for interpretation by council based off their familiarity with the existing surrounding development.
(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;	This is not part of an overlay zone or part of a text amendment.

(3) The extent to which it may adversely affect adjacent property; and	This project, just like any new residential development, will add traffic, noise, light, and even smells to the neighborhood. Analyzing whether the development will adversely affect the adjacent property is also somewhat subjective, but the effects can be mitigated by landscape buffering and added distance between the new and existing structures. The project is proposing a landscape buffer with one tree and 5 shrubs every 50 feet along the south and west edges and has located enclosed one-story garages and 2 dumpsters along the southern property line. The closest building to the southern line is approximately 85 feet away and is a 3-story apartment building. The closest building to the western line is approximately 10 feet away and is a two-story townhome.
(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 wastewater and refuse collection.	There have been many concerns expressed over capacity of roads and other city provided services: Roadways – The vast majority of the project's traffic will utilize the UDOT owned and maintained Antelope Drive which is a 5-lane major arterial that is 110' wide. The 2017 AADT (annual average daily traffic) on Antelope in this section is 26,000 cars per day. According to the Institute of Transportation Engineers 'Trip Generation Manual', residential apartment complex of three stories will generate approximately 5.44 daily trips per unit. The proposed 371 units will add approximately 2,018 trips per day. While this does add to the traffic on Antelope, there is capacity on the facility to absorb the added trips as it was widened in 2006 with population build out projections in mind. The most impacted local road will be Marilyn Drive (1475 w) which is a two-lane collector road that bifurcates the project. Recently, UDOT added a traffic light at the intersection of Marilyn and Antelope which has helped direct traffic and provide safer crossings for pedestrians. The project design features a direct driveway to Antelope and a cross access connection to the existing shopping center to the east which will help disperse traffic and add options besides Marilyn. The city's transportation master plan can be found online here. https://www.syracuseut.gov/DocumentCenter/View/579/Transportation-IFFP-PDF?bidId= All impact fees will be collected on the project to contribute in bringing the plan into fruition. Utilities - All required utilities for the project are available in Antelope Drive and 1475 W. It has been reported that there is enough culinary water to serve the project and secondary irrigation water will be required to be dedicated to the city before development occurs. The project will contribute significant amounts of impact fees that can be used towards utility improvements as needed.

	Parks- The proposed development will be required to provide on site amenities, but the residents will also need access to our city parks and to our recreation programs. The parks master plan shows that this area is further than average to a public park. The closest park is Stoker Park but requires crossing Antelope to get there. The parks are not to capacity for average leisure use, but the youth recreation programs has been growing and space on teams and practice space on fields can be competitive. The private on-site amenity package should alleviate some pressure. Also, coming in 2020, there is a new gym proposed to be built adjacent in the shopping center that will have basketball and lap swimming along with weights etc. that should absorb some need as well. The project will contribute significant amounts of impact fees that can be used towards our parks. Schools – education is not under the purview of the city but under the Davis School District. The city meets frequently with their planners to inform them of the high growth areas so they can plan accordingly. The district owns two elementary school sites on 2000 W and will build when the need is justified. Also, there is a junior high site on 700 s that is in West Point, but the south border is shared with Syracuse. It is anticipated that the demographic in this project will include some families, but the majority will be young married, and single adults, resulting in a lower than average percentage of added school aged children compared to single family development. Regardless, this project will add students to the system and the school district will have to plan accordingly. The project includes 3, 2, and 1-bedroom units. Fees – If/When the project applies for a building permit, impact fees will be assessed and charged that can be used to mitigate impacts to our systems. Here is the link to the consolidated fee schedule which lists each fee. https://syracuseut.gov/174/Impact-Fee-Plans . https://www.syracuseut.gov/DocumentCenter/View/147/Consolidated-Fee-Schedule-PDF . There are impact fees that will be collected for parks ($2,393 per household), transportation ($451 per unit), culinary water, secondary water, sewer, storm water, and public safety. In addition to impact fees, there will be connection fees, inspection fees, and application fees, all designed to cover the cost of staff time and cost of providing services to the residents and tenants of the project. Fire and Police - The added population will result in added calls to the project for both fire and police. This added burden is planned for in the public safety impact fee facilities plan. The plan can be found here; https://www.syracuseut.gov/DocumentCenter/View/574/Public-Safety-IFFP-PDF?bidId= .

After recording, please send to:
Syracuse City
Attn: City Recorder
1979 W. 1900 S.
Syracuse, Utah 84075

DEVELOPMENT AGREEMENT
FOR THE HOLT GARDEN HOMES PROJECT
(SYRACUSE CITY, DAVIS COUNTY, UTAH)

This Development Agreement (this "Agreement") is made and entered into as of this ____ _____ day of _____, 2020, by and between **Wright Development Group, Inc.**, a Utah corporation (the "Developer"), and **Syracuse City**, a municipality and political subdivision of the State of Utah (the "City"). City and Developer are jointly referred to as the "Parties" and each individually as a "Party."

RECITALS:

A. The Developer has under contract for purchase approximately 16.5 acres of property located at approximately 1283 West 1700 South in Syracuse, Davis County, Utah, as more particularly described in **Exhibit A**, which is attached hereto and by this reference made a part hereof (the "Property"). The Owners of the properties are Holt, Aenone W & Ronald W & Scott W and Stevenson, Barbara H -- Trustees, a Trust organized under the laws of the State of Utah; Etheleen G. Holt; and WDG KHC Syracuse, LLC ("Owners").

B. The Property is subject to the Planning and Land Use Ordinances of Syracuse City. The Property is currently zoned A-1 (Agricultural) but Developer and Owner have sought rezoning to a MXD (Mixed Use Development).

C. The purpose of the MXD Zone under the City Code is "provide traditional neighborhoods where residents can work, play, shop and live that are strategically designed to create a symbiotic relationship by allowing for a combination of commercial and residential uses."

D. Developer and City acknowledge that development in the MXD Zone requires a development plan and a development agreement specific to each area zoned as MXD.

E. The City Council of Syracuse City (the "City Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq*., as amended, and the Syracuse City Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement, concurrent with its decision of whether to grant the zoning application.

F. The Developer and City acknowledge that the development and improvement of the Property pursuant to this Agreement must comply with the requirements of the MXD Zone and will provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties pertaining to the development of the Project.

G. The City and Developer intend for this Agreement to provide Developer with vested entitlements for development of the Project. The City has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City's land use ordinances (collectively, the "Public Purposes"). As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement and the Development Plan. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

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

1. **Recitals; Definitions.** The Recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Effective Date**. This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, the Developer agrees that the Project shall be developed in a manner that complies with applicable provisions of the City Code as they exist on the date of execution of this Agreement. The Developer understands that the Project is subject to Site Plan review and approval, and that Site Plan approval is contingent upon the Project's compliance with all relevant City ordinances. This Agreement does not modify the Planning Commission's authority related to Site Plan review.

4. **Contract Dependent upon Zoning Approval.** The Parties agree that the terms of this Agreement are only applicable if the City Council approves the pending zoning application. The approval of this Agreement may only occur in conjunction with an approval of that application. The approval of this Agreement shall be an administrative action.

5. **Zoning and Permitted Uses**. If zoning approval is provided by the City Council, then Developer shall develop and use the Property in accordance with the requirements of the Development Plan attached hereto as **Exhibit B** and applicable provisions of the City Code that are not inconsistent with this Agreement or the Exhibits hereto. The Project is a mixed-use development with no more than 360 residential units.

5.1. **Density**. The maximum density permitted for this project is 21.82 units per acre, which is no greater than 360 total residential units for the Development.

5.2. **Common Space**. The Project contains 25.8% landscaped area, along with a clubhouse, gym, two pickleball courts, tot lot, dog park, pavilion and other landscaped spaces (the "Common Space"). The Common Space is shown on the Development Plan (Exhibit B). The Common Space will be owned and maintained by the property owner or an association.

It will also include the on-site stormwater detention basin required by state and local ordinances. The Common Space and amenities are to be used for calculation in this project only and may not be used as credit toward any other common space or amenity requirements at other developments or properties.

5.3. **Layout; Circulation and Connectivity**. The layout of the Project as shown in the Development Plan (**Exhibit B)** is hereby approved by the City. All internal roads within the Project will be privately owned and maintained, which shall be constructed in accordance with applicable City Codes and regulations.

5.4. **Building Height**. Homes built within the Project may not exceed forty-five feet (45') in height.

5.5. **Architecture**. All homes and buildings within the Project shall meet the architectural standards of the City Code. The architectural theme and elevations are attached to this Agreement as **Exhibit C** and are incorporated into this Agreement by reference. The themes and elevations are crucial components of this Agreement and formed a key basis for the Project's approval and the zone change. Themes and elevations only may be reasonably modified by the home builder with the City's consent, which consent shall not be unreasonably withheld. The elevations and drawings in **Exhibit C** are attached as concepts and illustrative of themes only and may not necessarily comply with all City building requirements. The Parties acknowledge and agree that, notwithstanding the elevations' inclusion in this Agreement, before any homes are built in the Project, the home plans, elevations and designs must be approved by the City and must comply with all applicable city code requirements. Unless expressly stated, this Agreement does not override City code requirements related to architecture.

6. **Development Plan and Development Agreement.**

6.1. **Minimum Acres**. The Project is approximately 16.5 total gross acres.

6.2. **Landscaping.** Landscaping shall be installed by the Developer in accordance with landscaping plans to be approved by the City, which approval will not be unreasonably withheld.

6.3. **Commercial Component**. In accordance with section 10.92.040(C)(3), the commercial component of the Development Plan may not be omitted and shall run with the land. No occupancy permits for residential uses shall be issued by the City until the commercial component has been constructed and received occupancy permits.

6.4. **Wetlands**. The Project shall be developed in compliance with any wetlands delineation and mitigation plans approved by the US Army Corps of Engineers, if applicable. The City will not take ownership or maintenance of any wetlands, which maintenance shall become the responsibility of the Homeowner's Association upon its establishment.

7. **Homeowner Association or Sole Ownership.** The Development is contemplated as a mixed-use development, with apartment buildings that will remain under sole ownership, and townhomes that will be in separate ownership. As such, all Common Areas and maintenance requirements shall be the responsibility of the sole owner of the property, or an association related to separately-owned units.

7.1. **Future Subdivision.** Should the Developer or a successor in interest later wish to sell condominium units into separate ownership, then they shall be required to undergo the subdivision process and receive City approval for that subdivision. In such a case, prior to the sale or subdivision of any lots, the Developer or a successor in interest shall first create an HOA which shall be responsible for maintenance of all Common Space and Common Amenities located within the Project. The HOA shall be formed at the time of recording of the final plat and shall be governed by enforceable and duly recorded Declaration Covenants, Conditions and Restrictions (the "CC&R's"), the form of which must be approved in advance by the City, which approval will not be unreasonably withheld. The use and restrictions of Common Spaces and the Common Amenities within the Project are private and will be governed by the CC&R's and such other rules, regulations and guidelines adopted by the HOA. All maintenance of the Common Space and Common Amenities shall be performed and managed by the HOA.

8. **Onsite Improvements**.

8.1. The Developer (and/or any subsequent owner of the Project) shall be responsible for the installation of all onsite parking, drive aisles, culinary water, secondary water, sewer, and storm drainage improvements sufficient for the development of the Project in accordance with the City Code. The water, sewer, stormwater detention basin, and storm drain connections shall be made where and as approved by the City, which approval will not be unreasonably withheld. The existing utilities for the property owners to the west are privately owned and approvals for connection to those mains shall be approved by the utility owner. The City does not object to connecting to those mains provided they are adequately sized to service the development. The City shall have no responsibility of maintenance related to the improvements; the City's liability for such infrastructure ends at the connection to the main line.

8.2. Drive Access to East. The Developer agrees to convey a perpetual, non-exclusive cross-access easement to the property owner to the East of the Property, for the future cross-connection of the Project with the commercial property to the East. The neighboring property owner's rejection of such a conveyance shall not be a violation of this subsection of the Agreement.

9. **Culinary Water**.

9.1. The Developer shall meet or exceed the minimum culinary water requirements set forth in the Utah Division of Drinking Water R309-105 and Syracuse City Engineering Standards and Specifications.

9.2. R309-105-9 (Minimum Water Pressure) governs minimum water pressures and sets the minimum peak day demand requirement for this development at 40 psi. The City's mainline pressure at ground level during peak day demand is 55 psi. As a result, any construction that does not meet the 40 psi minimum peak day demand will require a means to increase the water pressure to meet or exceed the 40 psi peak day demand threshold. Any higher pressure zone created by this development will be required to install a backflow preventer to protect the integrity of the City's system. The backflow preventer shall be installed and maintained as set forth in R309-105-12 (Cross Connection Control).

9.3. Two connections to the City's culinary system are required.

10. **Water Share Contribution**. In connection with the development of the Project, upon the application for a building permit for the first building in the Development, Developer will transfer to the City all of the shares of water required for irrigation purposes, with the right to receive at least 49.5 acre feet of water annually, in accordance with Syracuse Municipal Code § 8.10.090.

11. **Vested Rights**. To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinance(s). The Parties recognize that such plans based upon future ordinances may vary from the themes or elevations in the Development Plan. By electing to submit a development application under a new future ordinance, however, Developer will not be deemed to have waived its right to submit or process other development applications under the City Code that apply as of the effective date of this Agreement. This right does not allow the Developer to deviate from the Development Plan based upon a different interpretation of existing ordinances or codes.

12. **Assignment.** Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of City, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.

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

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

15. **Notices.**

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

To Developer:

Wright Development Group, Inc.
1178 Legacy Crossing Blvd., Suite 100
Centerville, UT 84014

To the City:

Syracuse City Attorney
1979 West 1900 South
Syracuse, Utah 84075

With a Copy to:

Syracuse City Manager
1979 West 1900 South
Syracuse, UT 84075

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

16. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment of a substantial provision of this Agreement shall require the prior approval of the City Council and must be recorded in the Davis County Recorder's Office to be effective.

17. **General Terms and Conditions.**

17.1. Termination of Agreement. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all dwelling units

to be constructed in the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years. When public improvements have been constructed and accepted by County (after expiration of applicable warranty periods), the Developer and/or the subsequent Owner/Developer shall be released from and have no continuing obligations with respect to such improvements.

17.2. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Developer and future owners with respect to the portion of the Project they own. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the transferor and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, the transferor provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer or Owner under this Agreement and the transferor shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

17.3. Default & Remedies. If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement, the party believing that a default has occurred shall provide written notice to the other party specifically identifying the claimed event of default and the applicable provisions of this Agreement that is claimed to be in default. The party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance, but excluding the recovery of monetary damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

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

17.5. Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zoning approval. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful and overturns the land use decision. In such a case, this Agreement is void at inception.

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

17.7. No Officer or Employee Interest. It is agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

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

17.9. Annual Inspections. The Developer and subsequent purchasers acknowledge that pursuant to section 104 of the International Fire Code, as amended, the residential and commercial structures are subject to annual fire inspections.

(*Remainder of page is intentionally blank*)

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

WRIGHT DEVELOPMENT GROUP, INC.

By: _____

Its: _____

Date: _____

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2020, personally appeared before me _____, the authorized _____, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

SYRACUSE CITY

By _____
Mike Gailey, Mayor

Attest:

_____
Cassie Z. Brown, MMC
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2020, personally appeared before me Mayor Mike Gailey, the authorized signer of Syracuse City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Syracuse City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

_____
Notary Public

Approved as to Form:

_____
Paul H. Roberts
City Attorney

EXHIBIT A

Description of the Property/Project

Parcel ID 12-086-0106:

BEG 219.62 FT W & S 87.00 FT FR NE COR OF NW 1/4 OF NE 1/4 SEC 15-T4N-R2W, SLM; TH W 125.55 FT; TH S 309.00 FT;TH W 100.00 FT; TH N 309.00 FT; TH W 510.09 FT; TH S 49^34'47" W 31.52 FT; TH S 00^08'38" W 74.21 FT; TH S 07^16'08" W 37.39 FT TO THE E'LY R/W LINE OF 1475 WEST STR; TH S 00^07'16" W 131.49 FT; TH SE'LY 121.29 FT ALG THE ARC OF A 217.00 FT RAD CURVE TO THE LEFT, CHORD BEARS S 15^51'27" E 119.71 FT; TH S 31^52'11" E 52.05 FT; TH SE'LY 158.01 FT ALG THE ARC OF A 283.00 FT RAD CURVE TO THE RIGHT, CHORD BEARS S 15^52'27" E 155.97 FT; TH E 871.50 FT; TH N 264.38 FT TO SE COR OF CLAYTON HOLT PPTY; TH W ALG S LINE 219.63 FT; TH N ALG W LINE OF RONALD HOLT PPTY 309.00 FT TO POB. ALSO: BEG AT A PT 119.62 FT W & 170 FT S FR NE COR OF NW 1/4 OF NE 1/4 SEC 15-T4N-R2W, SLM; TH S 226 FT; TH W 100 FT; TH N 226 FT; TH E 100 FT TO POB. CONT 10.291 ACRES ALSO: BEG AT A PT 119.62 FT W & S 87.00 FT FR NE COR OF NW 1/4 OF NE 1/4 SEC 15-T4N-R2W, SLM; TH W 100 FT; TH S 83 FT; TH E 100 FT; TH N 83 FT TO POB. CONT. 0.19 ACRES

TOTAL ACREAGE 10.481 ACRES

Parcel ID 12-086-0098:

BEG 1328.65 FT W & S 00^08'38" W 87.00 FT FR NE COR OF NW 1/4 OF NE 1/4 SEC 15-T4N-R2W, SLM; TH S 572.70 FT; TH E 382.50 FT, M/L, TO A PT ON THE W LINE OF PARCEL 2 RECORDED IN BK 3669 PG 866; TH NW'LY 21.33 FT ALG THE ARC OF A 217.00 FT RAD CURVE TO THE LEFT, CHORD BEARS N 15^51'05" W 119.76 FT; TH N 31^52'11" W 52.05 FT; TH NW'LY 158.16 FT ALG THE ARC OF A 283.00 FT RAD CURVE TO THE RIGHT, CHORD BEARS N 15^51'35" W 156.11 FT; TH N 00^07'16" E 239.48 FT; TH N 47^24'34" W 30.37 FT; TH W 107.12 FT; TH N 86^11'09" W 45.10 FT; TH W 104.45 FT TO THE POB.

CONT 4.003 ACRES

Parcel ID 12-086-0095:

A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE E'LY BNDRY LINE OF SD ENTIRE TRACT & THE S'LY R/W LINE OF SD PROJECT, WH PT IS 87.00 FT S FR THE NE COR OF SD NW 1/4 NE 1/4 OF SEC 15, AT A PT 55.00 FT PERP'LY DISTANT S'LY FR THE CENTERLINE OF SD PROJECT, OPPOSITE APPROXIMATE

ENGINEERS STATION 76+39.18; & RUN TH S 309 FT TO THE S'LY BNDRY LINE OF SD ENTIRE TRACT; TH W 119.62 FT ALG SD S'LY BNDRY LINE TO THE W'LY BNDRY LINE OF SD ENTIRE TRACT; TH N 309.00 FT TO SD S'LY R/W LINE; TH E 119.62 FT ALG SD S'LY R/W LINE TO THE POB.

CONT. 0.849 ACRES

Parcel 12-086-0105:

A PARCEL OF LAND IN FEE, INCIDENT TO THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M, THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG IN THE S'LY HIGHWAY R/W LINE OF SD STATE ROUTE 108 AT A PT 55.00 FT PERP'LY DIST S'LY FR THE CENTERLINE OF SD PROJECT, SD POB ALSO BEING 358.86 FT W ALG THE SEC LINE & 87.00 FT S FR THE NE COR OF SD NW 1/4 NE 1/4 OF SEC 15 & RUN TH S 309.00 FT; TH E 13.69 FT, M/L; TH N 309.00 FT TO SD S'LY HIGHWAY R/W LINE; TH W 13.69 FT, M/L, TO THE POB.

CONT. 0.097 ACRES

Parcel 12-086-0100:

A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE E'LY BNDRY LINE OF SD ENTIRE TRACT & THE S'LY R/W LINE OF SD PROJECT 55.00 FT PERP'LY DIST S'LY FR THE CENTERLINE OF SD PROJECT AT A PT OPPOSITE APPROXIMATE ENGINEERS STATION 72+80.52, WH PT IS 358.86 FT W ALG THE SEC LINE & 87.00 FT S FR THE NE COR OF SD NW 1/4 NE 1/4 OF SEC 15; & RUN TH S 309.00 FT ALG THE E'LY BNDRY LINE OF SD ENTIRE TRACT TO THE S'LY BNDRY LINE OF SD ENTIRE TRACT; TH W 76.31 FT ALG SD S'LY BNDRY LINE TO THE W'LY BNDRY LINE OF SD ENTIRE TRACT; TH N 309.00 FT TO SD S'LY R/W LINE; TH E 76.31 FT ALG SD S'LY R/W LINE TO THE POB.

CONT. 0.541 ACRES

Parcel 12-086-0104:

A PARCEL OF LAND IN FEE, INCIDENT TO THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NE 1/4 OF SEC 15-T4N-R2W, SLB&M, THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG IN THE S'LY HIGHWAY R/W LINE OF SD STATE ROUTE 108 AT A PT 55.00 FT PERP'LY DIST S'LY FR THE CENTERLINE OF SD PROJECT, SD POB ALSO BEING 893.48 FT E (RECORD 884.82 FT) ALG THE SEC LINE & 87.00 FT S FR THE N 1/4 COR OF SD SEC 15; & RUN TH S 309.00 FT; TH W 10.00 FT, M/L, TO AN OCCUPIED PPTY LINE; TH N 309.00 FT ALG SD OCCUPIED PPTY LINE TO SD S'LY HIGHWAY R/W LINE; TH E 10.00 FT TO THE POB.

CONT 0.071 ACRES

EXHIBIT B

Development Plan

EXHIBIT C

Architectural Theme and Elevations

ORDINANCE NO. 2020-20

AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP FROM A-1 TO MXD, FOR PROPERTY LOCATED AT APPROXIMATELY 1283 WEST 1700 SOUTH, AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT TO GOVERN THE PROPERTY.

WHEREAS, the City Council has the authority, pursuant to state law, to establish zoning designations for the health, welfare, and safety of its residents and those visiting the City, and to effectuate development; and

WHEREAS, the owner and developer of approximately 16.5 acres of property at approximately 1283 West 1700 South, Davis County Parcel ID # 12-086-0106, 12-086-0098, 12-086-0095, 12-086-0105, 12-086-0100, and 12-086-0104, has requested that the City Council provide approval for a zoning designation change from A-1 to Mixed Use Development (MXD); and

WHEREAS, the general plan map for the property is designated as High Density Residential, which includes Mixed Use as a possible zone compatible with that general plan designation; and

WHEREAS, the Planning Commission conducted a public hearing on the proposed zone change and forwarded the application with a recommendation to the Council to approve the application, the minutes of which meetings are available to the Council; and

WHEREAS, the City Council has reviewed the Development Agreement prepared in association with this project, and in compliance with SMC § 10.92.050; and

WHEREAS, the Council finds that the location is an appropriate use for MXD, in consideration of the location, transportation and development opportunities, and that the Development Plan presented meets the requirements of the MXD zone text,

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

Section 1. **Zoning Map.** The zoning map designation for the property located at 1283 West 1700 South is changed from A-1 to MXD, as shown on a map attached in Exhibit A.

Section 2. **Development Agreement.** The City Council authorizes the Mayor to sign the Development Agreement, attached as Exhibit B.

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

Section 4. **Effective Date.** This Ordinance shall become effective immediately upon the execution of the Development Agreement by both parties.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS _____TH DAY OF AUGUST, 2020.

SYRACUSE CITY

ATTEST:

_____ _____

Cassie Z. Brown, MMC
City Recorder

Mayor Mike Gailey

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	____	_____
Councilmember Bolduc	____	_____
Councilmember Maughan	____	_____
Councilmember Savage	____	_____
Councilmember Teague	____	_____

Exhibit A
Amended Zoning Map

Exhibit B
Development Agreement

COUNCIL AGENDA

September 8, 2020

LEGISLATIVE ITEM

Agenda Item #**9** **Proposed Amendment to the Zoning Map - A1- MXD, Dahl**

Factual Summation

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

Location:	1600 West 1700 South (Antelope/SR 108)
Current General Plan:	High Density Residential
Current Zoning:	A-1
Proposed Zoning:	MXD
Total Site Area:	15.015 ac

Summary

The applicant Jerry Preston with Elite Craft Homes has requested to amend the city's zoning map from A-1 to MXD. The MXD zone requires detailed plans to be provided up front. These plans have been included in the packet. Staff has evaluated the plans for compliance with the requirements of the ordinance. A list of unresolved staff comments have been included in the packet, other than those comments, the plans meet the ordinance as far as we understand. Also included are various snippets from the adopted general plan, the Antelope Drive Corridor Study, as well as the general plan and zoning maps, and other applicable information to assist in making your decision.

Planning Commission reviewed the item during their meeting on 8-18-20. They also held a public hearing where the neighbors expressed concern over the proposed building heights, the pedestrian connection, storwater detention, water pressure, connection on Dahl Lane, noise, property values, school capacity, and privacy to summarize. Planning Commission heard the comments and discussed the project at length where ultimately they unanimously voted to forward a recommendation for approval.

City Council reviewed the item during thier meeting on 8/25/20 were it was recieved with positive reviews. No new plans have been submitted since last meeting.

Goals of Discussion

Decide if the project is ready for a vote during the next business meeting or if it should be tabled for more discussion during the next work meeting.

Entitlement Process:

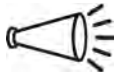
1. Rezone/General Plan Map Amendment



1.1. Submit Application - download available at https://syracuseut.gov/162/Planning



1.2. Staff Review



1.3. Public Noticing

- post sign on property
- place ad in legal section of Standard Examiner
- Send postcards to properties within 300 feet
- Post on Utah Public Notice website https://www.utah.gov/pmn/index.html
- Post on bulletin at city hall



1.4. Planning Commission – Public Meeting – meets on 1st and 3rd Tuesday @ 6pm.

- Present staff review
- Developer answer questions
- Hear public comments
- Forward a recommendation to City Council or potentially table for more discussion



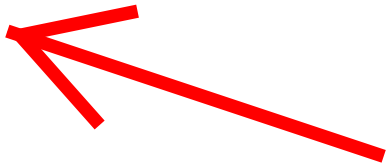
1.5. City Council Work Session – Public Meeting – meets on 4th Tuesday @ 6pm

- Review Planning Commission Recommendation
- Developer answer questions
- Decide if needs to be tabled for more discussion or if ready for a vote in business meeting



1.6. City Council Business Session – Public Meeting – meets on 2nd Tuesday @ 6pm

- Review Planning Commission Recommendation
- Developer answer questions
- Make final decision yes or no. - If yes, proceed to site plan process



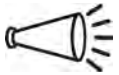
2. Site Plan



2.1. Submit Application - download available at https://syracuseut.gov/162/Planning



2.2. Staff Review



2.3. Public Noticing

- post sign on property
- place ad in legal section of Standard Examiner
- Send postcards to properties within 300 feet
- Post on Utah Public Notice website https://www.utah.gov/pmn/index.html
- Post on bulletin at city hall



2.4. Planning Commission – Public Meeting – meets on 1st and 3rd Tuesday @ 6pm.

- Present staff review
- Developer answer questions
- Hear public comments
- Make final decision yes or no. If yes, proceed to building permit process.

3. Building Permit



3.1. Submit Application - download available at https://syracuseut.gov/160/Building



3.2. Staff Review



3.3. Pickup Permit

- Pay fees (inspection, impact, connection, etc)
- Preconstruction meeting for commercial projects



3.4. Construction

- Inspections at each step (footings, framing, roofing, final, ect.)
- Certificate of Occupancy (only after everything is signed off by building, PW, Fire, and Planning)

Rezone Application

Syracuse City Community Development
1979 West 1900 South, Syracuse, UT 84075
Phone: (801) 825-1477 ext 4 Website: www.syracuseut.com
Fax: (801) 614-9626 Email: planning@syracuseut.com

Updated 7/10/17

Subject Property Information

Property Address or Approximate Coordinate:		Total Acreage of Parcel:
1600 West 1700 South		Approximately 15.015
Parcel Identification Number (as recorded with Davis County):	Current Zone	Proposed Zone:
See attached list of Tax Id.	GC and A-1	MXD

Brief Description of Purpose for Rezone and Reasons Supporting the Request

To Develop a Mixed USE project including Mulkti family unitsd and Commercial office space.

Subject Property Owner Contact Information

Name(s) of every person or company the applicant represents:
See Attached list.

Mailing Address:	City:	State:	ZIP:

Office Phone:	Cell Phone :	Email:

Applicant Contact Information (if different from Property Owner)

Name (and agent, if any):
Jerry Preston

Mailing Address:	City:	State:	ZIP:
PO Box 980	Farmington	Utah	84025

Office Phone:	Cell Phone:	Email:

I hereby certify that the requested Rezone would comply with all required conditions and standards of the Syracuse City Land Use Ordinance, be harmonious with neighboring uses, fit the goals of the community's General Plan, and impose no insatiable demands for public services. I read the Syracuse Land Use Ordinance relative to rezoning and understand that submitting this application does not guarantee approval and is subject to the discretion of the City Land Use Authority and compliance with all requirements of Syracuse City's Municipal Code. I hereby accept responsibility for meeting all requirements outlined herein, including payment of all fees and attending City Land Use Authority meetings as notified by the Community Development Department, and understand that failure to do so may result in postponement of action by said Authority. I also understand that approval shall not relieve me of the responsibility to comply with applicable local and State zoning, health, building, or fire regulations.

Property Owner Signature Date

Applicant Signature Date

FOR OFFICE USE ONLY

Date Received and Paid:	Received by:	Receipt #

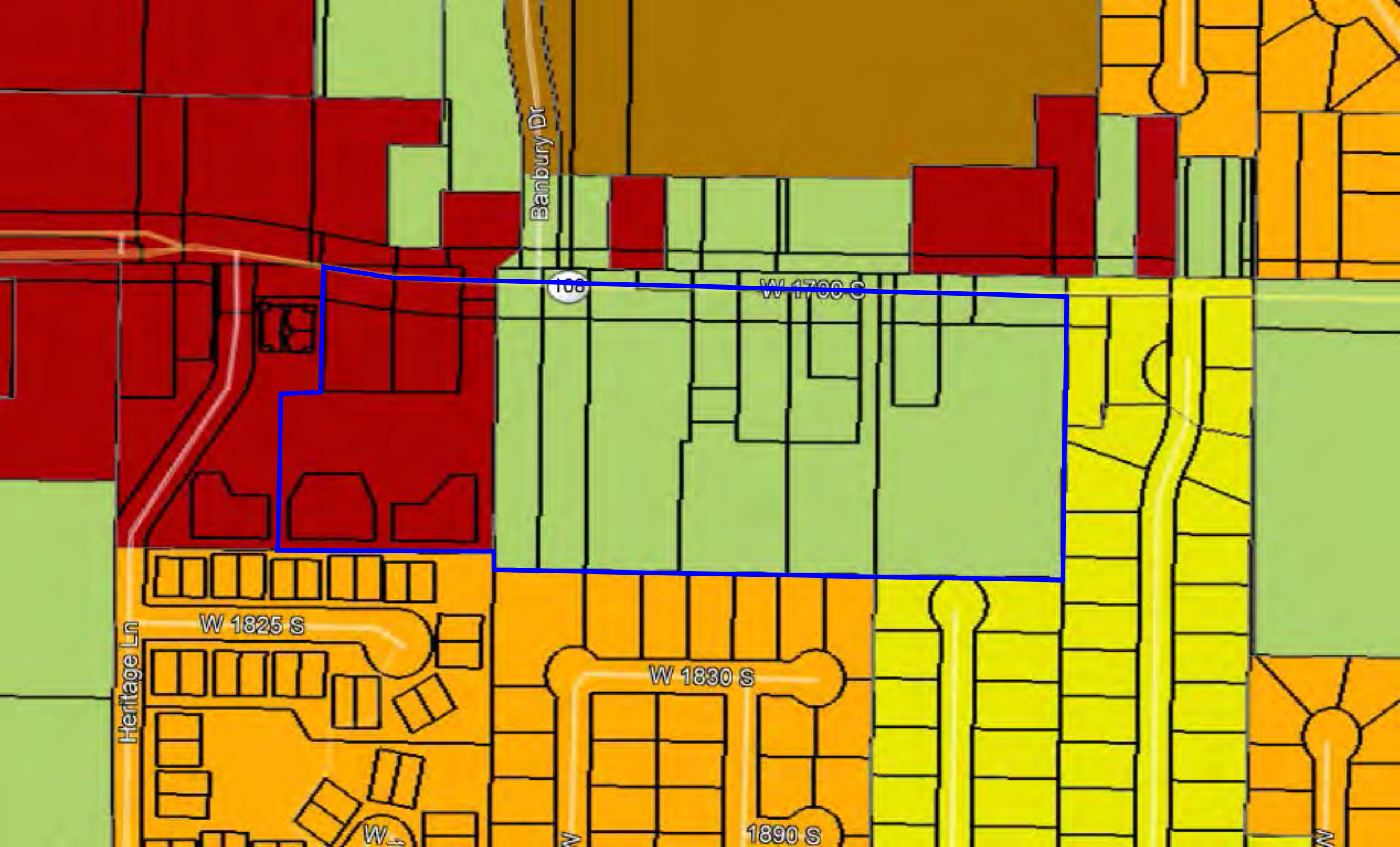
Payment Type: ☐ Cash ☐ Credit Card ☐ Check#_____

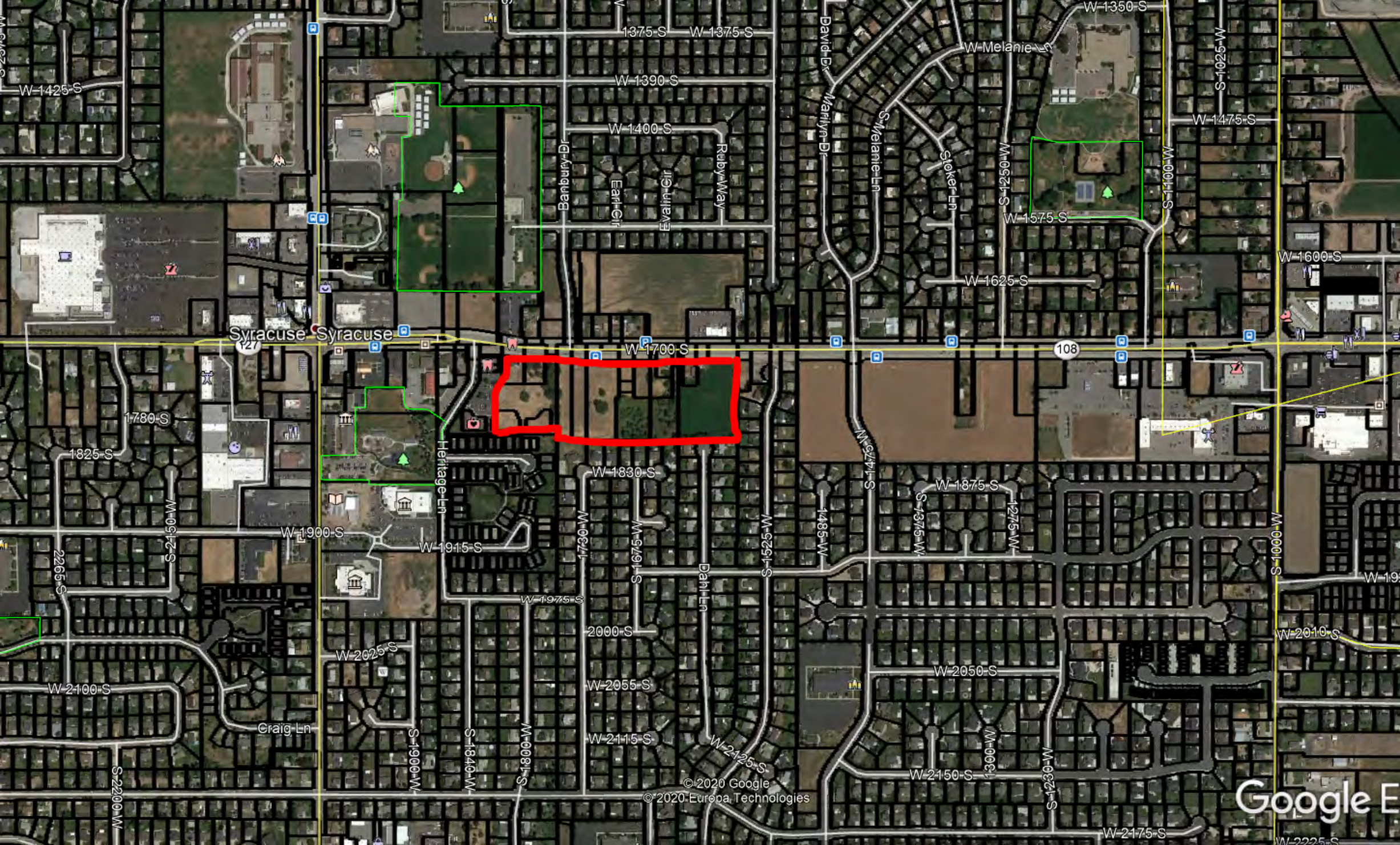
Land Use Authority Date:

City Council Decision and Date:

Application and Noticing Fees:

$425	Application Fee		$ 425
$20	per Public Notice Sign	_____Signs	$_____
$100	Noticing Fees	____	$_____
		Total	$_____


Banbury Dr
W 1760 S
W 1825 S
Heritage Ln
W 1830 S
1890 S


W-1425-S
1375-S
W-1375-S
W-1390-S
W-1400-S
Banbury-Dr
Earl-Cir
Evalin-Cir
Ruby-Way
David-Dr
Marilyn-Dr
W-Melanie-Ln
S-Melanie-Ln
Stoker-Ln
W-1350-S
S-1025-W
W-1475-S
W-1250-S
W-1575-S
W-1600-S
W-1625-S
Syracuse
Syracuse
127
W-1700-S
108
1780-S
1825-S
Heritage-Ln
W-1830-S
W-1875-S
S-1475-W
1485-W
1275-W
S-1375-W
W-1900-S
W-1915-S
S-2150-W
2265-S
1730-W
1675-W
S-1525-S
Dahl-Ln
W-1975-S
2000-S
W-2010-S
W-2025-S
W-2050-S
W-2100-S
W-2055-S
Craig-Ln
S-1900-W
S-1840-W
W-2115-S
W-2125-S
W-2150-S
S-2200-W
W-2175-S
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shall recommend approval, approval with modifications, or denial of the proposed amendment and submit its recommendation to the City Council for review and decision.

(4) The City Council may schedule and hold a public meeting on the application as provided in SCC 10.20.040 and 10.20.050. At the public meeting the City Council shall approve, approve with modifications, or deny the proposed amendment.

(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.

(F) Appeal of Decision. Any party adversely affected by a decision of the City Council to amend the text of this title or the zoning map may, within 30 days after such decision, appeal to the District Court as provided in Section 10-9a-801 et seq., Utah Code Annotated 1953, as amended.

(G) Effect of Approval. Approval of an application to amend the provisions of this title or the zoning map shall not constitute an approval of any conditional use, site plan, or other permit. Obtaining approval of such permits shall be in accordance with applicable provisions of this title.

(H) Effect of Disapproval. City Council denial of an application to amend the provisions of this title or the zoning map shall preclude the filing of another application covering substantially the same subject or property, or any portion thereof, for one year from the date of the disapproval, unless the Planning Commission determines a substantial change in circumstances occurred to merit consideration of the application or the

ECONOMIC DEVELOPMENT (cont.)

West Davis Corridor and Antelope Drive

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

2000 West and Antelope Drive (Town Center)

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

1000 West and Antelope Drive

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



Infill commercial development along Antelope Drive.

HOUSING

Our housing stock is about 92 percent single-family homes. Very few of those are attached housing units, and most were built prior to 1990. The City's preference is to remain a predominantly bedroom community maintaining the majority of our housing stock as single family dwellings. The city acknowledges that as population increases, a broader diversity of housing types will be needed and desired by our residents. Basement apartments and backyard cottage apartments also known as accessory dwelling units (ADU) are viewed as a preferred way of providing housing options, while also giving a financial boost to the homeowner. Townhomes are another acceptable option but should be limited to locations along arterial roads and major intersections. Townhomes are generally preferred over apartments. Apartments could be an appropriate use if located adjacent to existing commercial, along state highways, or near the West Davis Corridor interchanges. Attached housing is not wanted unless it is well designed to match the architecture and building height of surrounding development.

Moderate-Income Housing

The City sees the need to provide affordable housing options to its residents. As property values increase, so does the cost of houses. This creates a challenge to affordability, even apartments, townhomes, and ADU's can become un-affordable. Oftentimes, households that spend a large percentage of their income for housing struggle to afford adequate healthcare, education, and property maintenance. Also, when budgets are tight, fewer dollars are disposable to spend locally on entertainment and goods. The state requires that each city adopt an affordable housing component in its general plan to address this problem. In an effort to comply with the state affordable housing laws and plan for our future housing needs, an analysis of our housing stock has been provided in appendix 2.

In summary, our analysis found that recent increases in home values mean many of our residents will struggle to purchase a single-family home, even those earning an average wage. The average household brings in $75,961. per year. With that income, the average household could afford a $332,000 home. The average home purchase price in Syracuse in 2019 was $387,450. This of course is higher, meaning that prospective residents either stretch the budget, move elsewhere, or move into attached housing that usually costs less, but is at low supply. Research suggests that the concept of supply and demand is at play here. Syracuse can help alleviate the issue by increasing the supply of housing with the housing types for which there is market demand. Below is the city's preferred strategies chosen from the list of 23 affordable housing action items required by state law 10-9a-403(2)(b)(iii).

Action Items

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

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



GENERAL PLAN MAP

The General Plan Map is a guide for future development, identifying areas of the city where housing, business, industry, agriculture, and other land uses may be located. It is not a zoning designation and is not binding on the City Council, nor does it always follow parcel boundaries; parcels may have more than one general plan designation. Where there is a split, the general plan designation that occupies the majority of the parcel is the designation of that parcel, unless otherwise determined by the City Council with a recommendation from the Planning Commission. The General Plan Map designations are broad to include multiple zoning options. *See Table 1.* One designation may allow for multiple zones. Zoning decisions will be informed by the General Plan Map, but final land uses are always determined by the City Council. The following page will contain the General Plan Map.

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

Table 1 – General Plan Map Designations and Corresponding Zones

Action Items

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

General Plan Map

Last Amended: 09/10/19

Legend

- Syracuse Municipal Boundary
- Parks, Agriculture, Wetlands (A-1)
- Civic (All Zones)
- Low Denisty 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.,)
- Future West Davis Corridor & SR-193
- Future West Davis Corridor Interchange

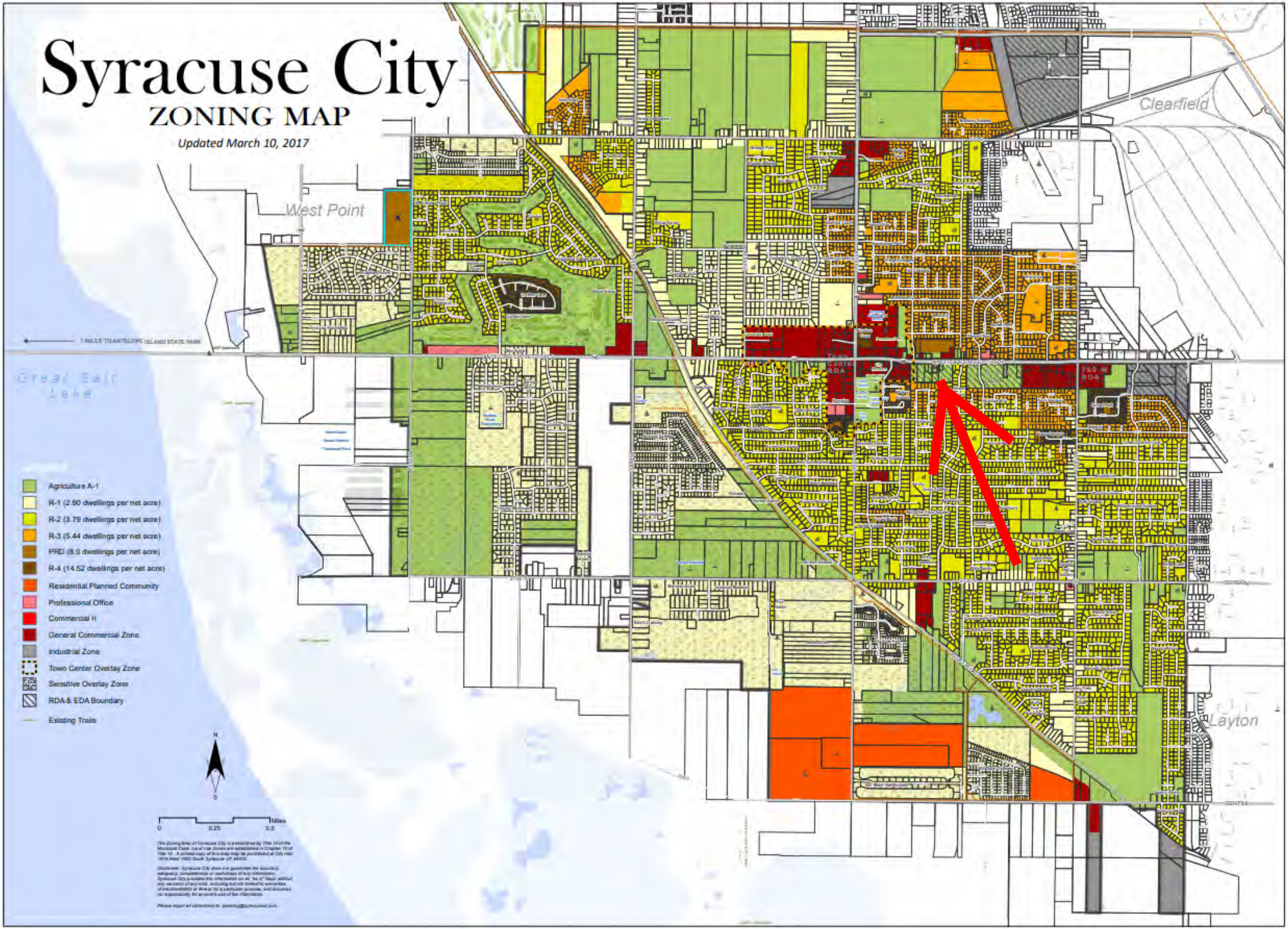
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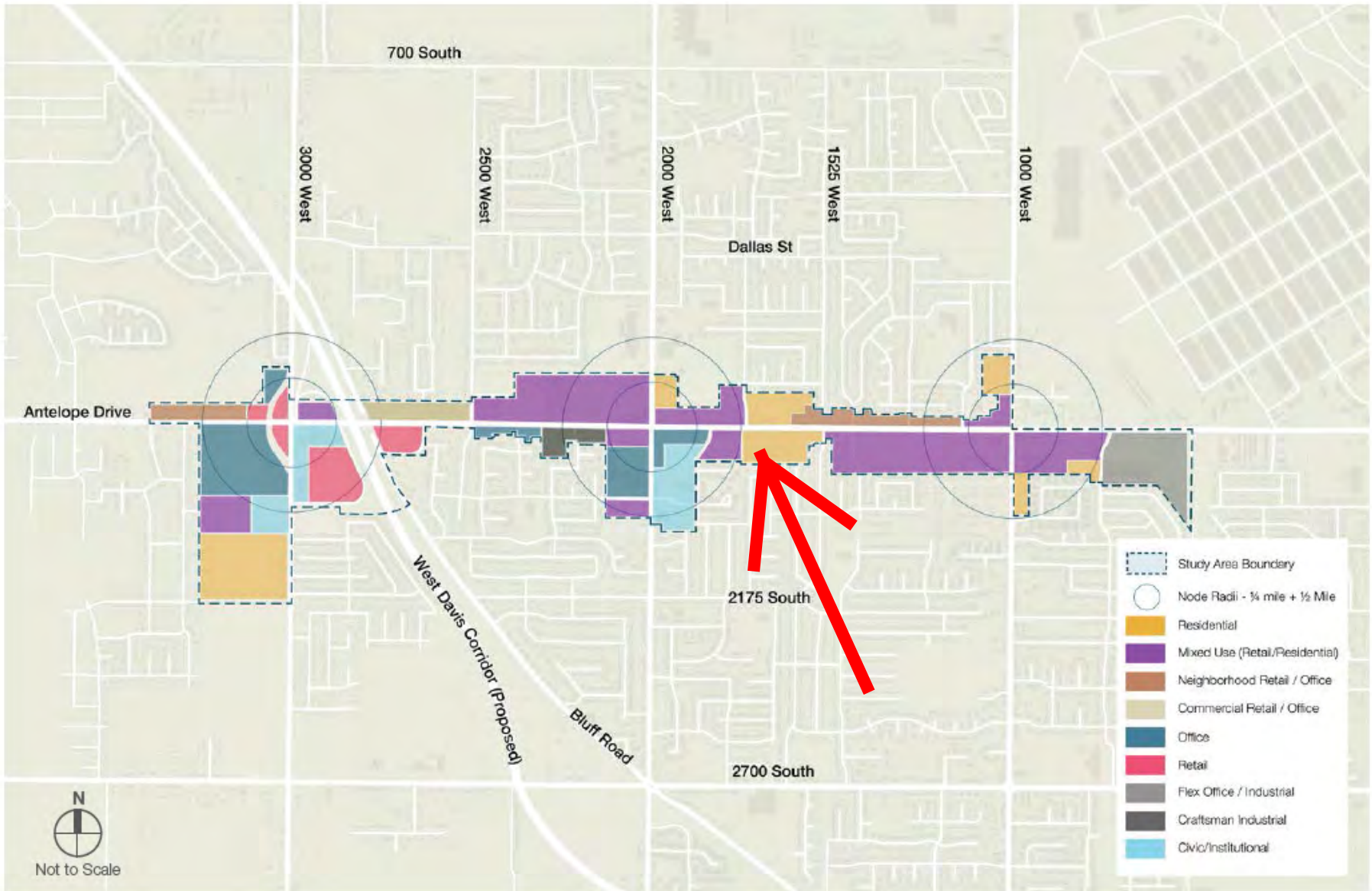
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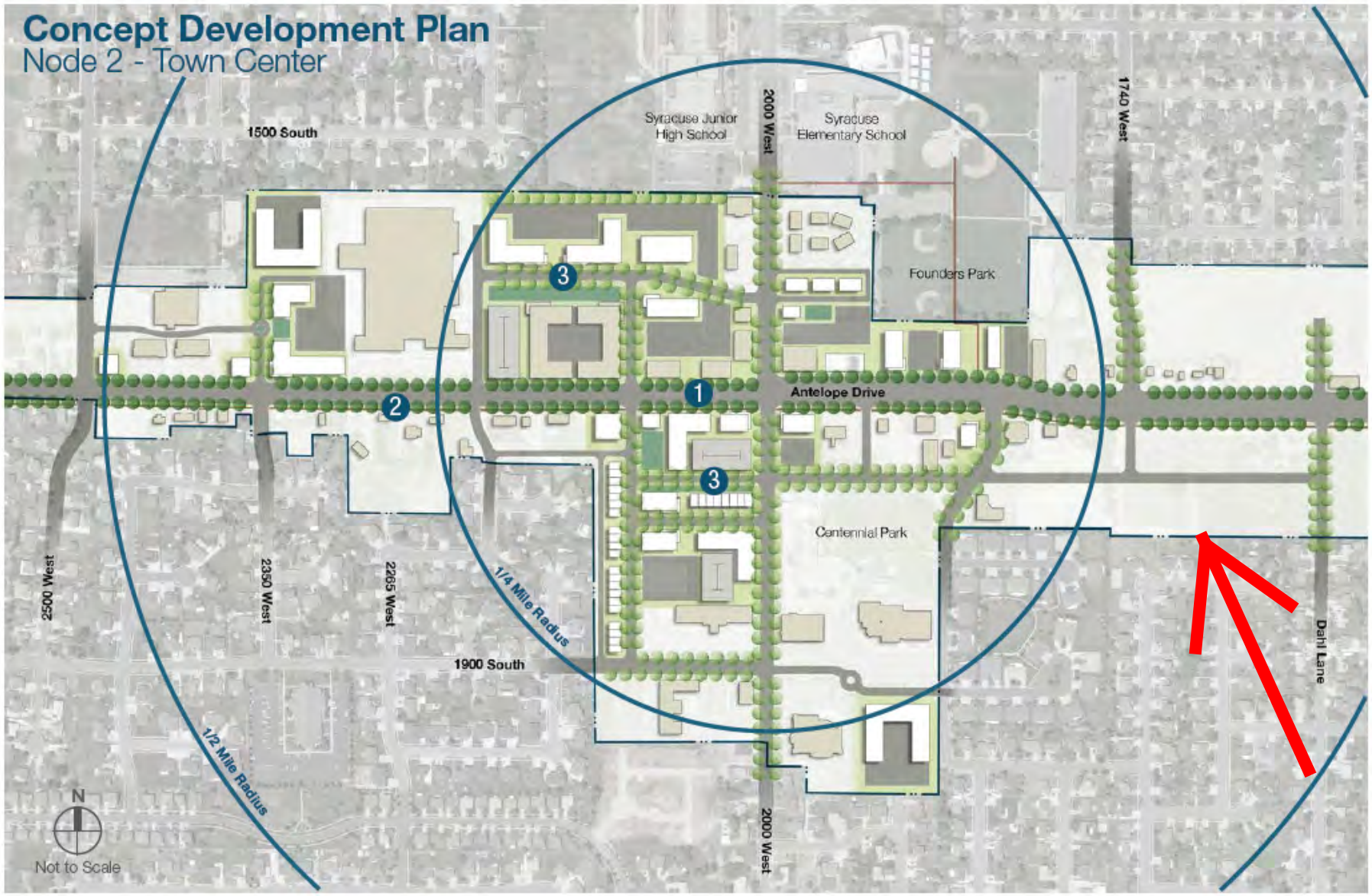
Syracuse City

ZONING MAP

Updated March 10, 2017




700 South
3000 West
2500 West
2000 West
1525 West
1000 West
Dallas St
Antelope Drive
West Davis Corridor (Proposed)
Bluff Road
2175 South
2700 South
N
Not to Scale
Study Area Boundary
Node Radii - ¼ mile + ½ Mile
Residential
Mixed Use (Retail/Residential)
Neighborhood Retail / Office
Commercial Retail / Office
Office
Retail
Flex Office / Industrial
Craftsman Industrial
Civic/Institutional


Concept Development Plan
Node 2 - Town Center
1500 South
Syracuse Junior High School
Syracuse Elementary School
2000 West
1740 West
Founders Park
Antelope Drive
Centennial Park
2500 West
2350 West
2265 West
1900 South
1/4 Mile Radius
1/2 Mile Radius
Dahl Lane
N
Not to Scale

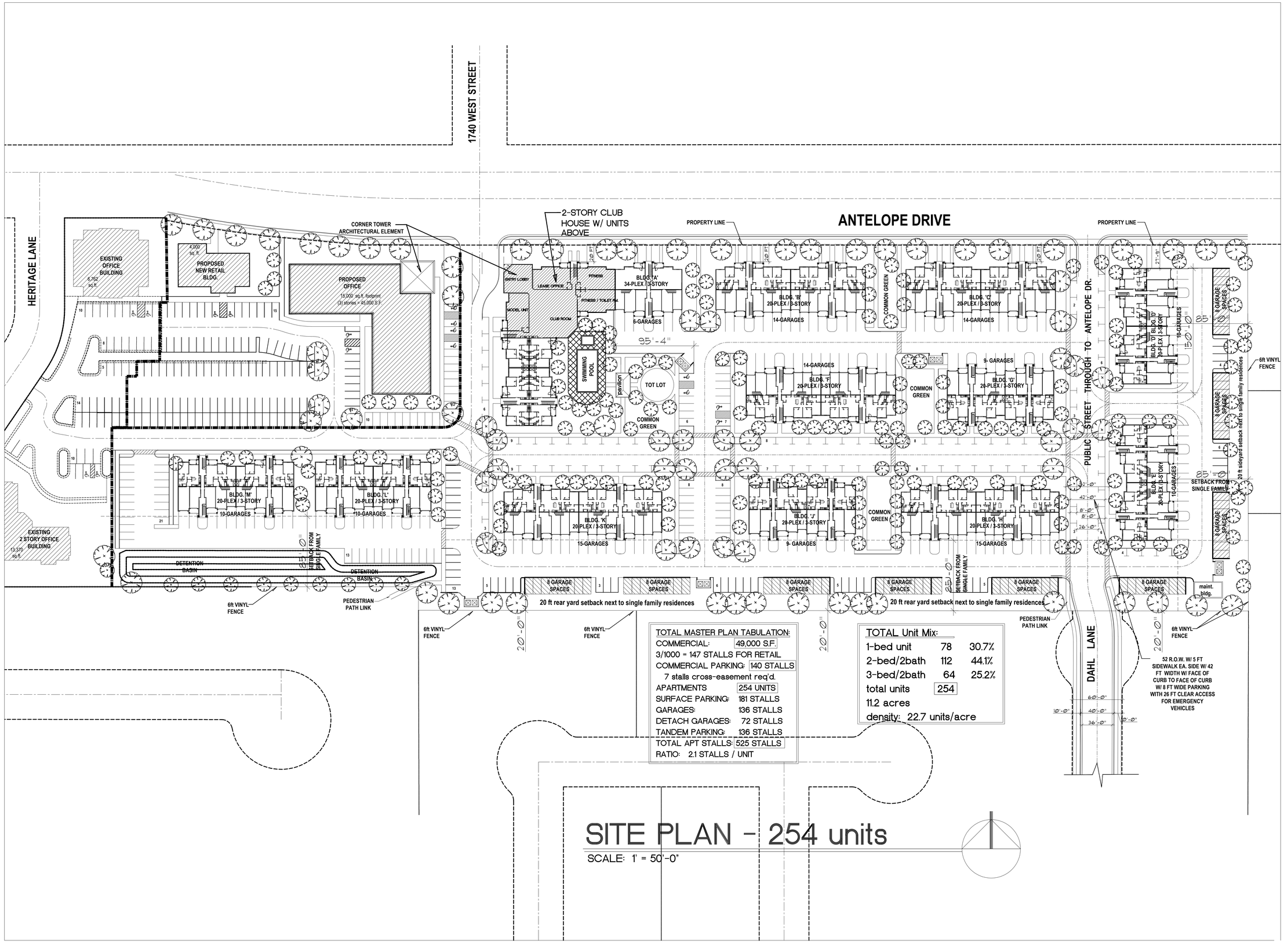
Town Center - Land-Use

INTENT

The land-uses in this node integrate both the Town Center and Mixed-Use place types together in order to synergize the energies of both. This creates a place where professional offices can tuck next to commercial retail and restaurants, and adjacent to open space. This is a not just a commercial center, but a livable place where you can eat your lunch or walk your dog.

Buildings are encouraged to be vertically mixed-use, wherever feasible, with ground floor retail on office and residential buildings. However, focus should be on lining the Antelope Drive, first and foremost, with the newly created internal streets becoming a a secondary priority for creating a walkable retail street.





TOTAL MASTER PLAN TABULATION:	
COMMERCIAL:	49,000 S.F.
3/1000 = 147 STALLS FOR RETAIL	
COMMERCIAL PARKING:	140 STALLS
7 stalls cross-easement req'd.	
APARTMENTS	254 UNITS
SURFACE PARKING:	181 STALLS
GARAGES:	136 STALLS
DETACH GARAGES:	72 STALLS
TANDEM PARKING:	136 STALLS
TOTAL APT STALLS:	525 STALLS
RATIO:	2.1 STALLS / UNIT

TOTAL Unit Mix:		
1-bed unit	78	30.7%
2-bed/2bath	112	44.1%
3-bed/2bath	64	25.2%
total units	254	
11.2 acres		
density: 22.7 units/acre		

SITE PLAN - 254 units

SCALE: 1" = 50'-0"

PROJECT NUMBER
18-050

SHEET TITLE
SITE PLAN
SCHEME 254 UNITS
SCALE : 1" = 50'-0"

PROJECT/OWNER
ANTELOPE DRIVE MIXED USE
SYRACUSE, UT
1750 WEST ANTELOPE DRIVE
SYRACUSE UT
ELITE CRAFT HOMES

ARCHITECT

architecture
2033 dan drive
layton, utah 84040
(801) 593-9338
(801) 593-9328 FAX

REVISION
--

DATE
5 JUN 2020

SHEET NUMBER
A1.1



TOTAL MASTER PLAN TABULATION
COMMERCIAL: 49,000 S.F.
3/1000 = 147 STALLS FOR RETAIL
COMMERCIAL PARKING: 140 STALLS
7 STALLS CROSS-EASEMENT REQ'D.
APARTMENTS: 254 UNITS
SURFACE PARKING: 181 STALLS
GARAGES: 136 STALLS
DETACH GARAGES: 72 STALLS
TANDEM PARKING: 136 STALLS
TOTAL APT STALLS: 525 STALLS
RATIO: 2.1 STALLS / UNIT

TOTAL UNIT MIX

1-BED UNIT	78	30.7%
2-BED/2BATH	112	44.1%
3-BED/2BATH	64	25.2%
TOTAL UNITS	254	

11.2 ACRES
DENSITY: 22.7 UNITS/ACRE

ANTELOPE DRIVE MIXED USE

Review for compliance with the Mixed-Use Development Zone (MXD) Chapter 10.92

Completed by: Noah Steele
Date Completed: 8-11-20
Plans Reviewed: 7-31-20 site plan, 7-15-20 elevations

Existing Ordinance	Staff Analysis
10.92.010 Purpose To create a zone which will provide traditional neighborhoods where residents can work, play, shop, and live that are strategically designed to create a symbiotic relationship by allowing for a combination of commercial and residential uses. These neighborhoods are meant to boost the city's daytime population, which is anticipated to support local businesses and increase sales tax revenue. This zone will be the most urban atmosphere within the city. Projects within the zone are anticipated to provide context-sensitive architecture, art, entertainment, convenience, alternate housing types, affordability, and active lifestyles through recreation amenities on site and improved sidewalk connections to destinations off site. Residential use may be applied to existing commercial areas, or commercial uses inserted into existing residential areas if the goal is to increase jobs and/or increase sales tax, and the development scale is compatible with its surroundings. [Ord. 19-17 § 1 (Exh. A).]	The new residents are likely to frequent the town center businesses and nearby Centennial Park. Please review photos of surrounding development and concept renderings to decide if design is 'context sensitive'. Surrounding building heights are about 20-30' tall but the proposed buildings are about 40'. Many on site amenities like pool, hot tub, clubhouse. This has a large 3 story office building proposed as part of the project.
10.92.020 Permitted Uses The following uses, and no others, are 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) Restaurants, no single tenant/stand-alone; (B) Professional office; (C) Professional nonretail services; (D) Retail, no automotive maintenance, gas, or repair; (E) Churches, synagogues, and temples; (F) Dwellings, multifamily, up to 24 attached per building; (G) Dwellings, townhomes, up to six attached per building; (H) Dwellings, single-family detached; (I) Household pets;	Multi-family Dwellings permitted under F. Office permitted under (B) Retail permitted under (D). Other commercial uses unknown at this time.

(J) Public and quasi-public buildings; (K) Club houses and recreational facilities; (L) Public parks. [Ord. 19-17 § 1 (Exh. A).]	
10.92.030 Conditional Uses The following, and no others, may be conditional uses permitted after application and approval as specified in SCC 10.20.080: (A) Minor home occupations (minor); (B) Accessory dwellings (major, allowed with single-family detached units only); (C) Temporary commercial uses (see SCC 10.35.050) (minor); (D) Accessory structures (minor, allowed with single-family detached only). [Ord. 19-17 § 1 (Exh. A).]	Will have accessory structures that will require CUP
10.92.040 Development Standards All lots shall be developed and all structures and uses shall be placed on lots in accordance with the following standards: (A) Minimum Lot Standards. (1) Lot width: no minimum or maximum. (2) Front yard setback: 20 feet minimum, 40 feet maximum. Fifteen feet minimum allowed if adjacent to an enhanced streetscape featuring all of the following: widened sidewalk, on-street parallel parking, and outdoor cafe style seating. Measured from the back of right-of-way or private drive to front building foundation. (3) Side yard setbacks: as measured from foundation to adjacent property line; 10 feet minimum or as approved by Planning Commission. As measured between building foundations, 16 feet minimum. (4) Rear yard setback: as measured from foundation to adjacent property line or between buildings, 20 feet.	Meets front setbacks – recommend moving garages on Dahl Lane away from driveway as much as possible to prevent blind corners and give more of a 'front setback' appearance to be more compatible with adjacent single family. Meets side setbacks Meets rear setbacks
(B) Density. Unit densities and housing product types shall be distributed on site with extreme sensitivity to adjacent development type and density. Units per acre shall be tapered down when near property boundaries of single-family development. Density is form based, no minimum units per acre.	Neighbors are arguing that the three-story apartment next to one-story residential is not showing 'extreme sensitivity'. Developer argues that 85' off the boundary is 'sensitive', and 'tapered down'.

(C) Mixed Use Required. (1) One hundred percent residential projects are prohibited. (2) Apartment complex sales offices may not be the project's sole commercial space. (3) The development agreement shall require that the commercial component of the project cannot be omitted and shall run with the land. (4) The developer may partner with owners of off-site commercial projects to develop the required commercial square feet of the proposed project. This may be accomplished by building new buildings on empty pad spaces, attracting tenants that sign long-term leases in empty building space, enhancing circulation with cross access agreements, or assisting in the enhancement of the partner site in other mutually beneficial ways. City Council, with recommendation from Planning Commission, must find a direct benefit between the proposed residential units and the commercial project to exercise this option. This option is available at the developer's request with the consent, desire, and agreement to partner from the owners of the existing commercial project. The agreed to enhancements to the partner site in this option must be completed before the first residential unit receives final occupancy. Details of the partnership obligations are to be included in the development agreement and shall be binding. (a) The commercial component of the project may be split on and off site. The combined total commercial square footage provided shall be greater than or equal to the required square footage of commercial which is based upon the height of the proposed buildings. Distribution of on- and off-site commercial square footages shall be based on the assessment of unique site characteristics that lends itself to commercial viability and by the following: (i) Properties within the town center overlay zone may build on- and off-site commercial in any combination, but no more than 70 percent of the required	49,000 sf commercial provided in a stand-alone three-story office condo building and separate retail building where the 'old white house' stands. Multiple landowners but everything provided on-site.

commercial may be located off site. The partner site must be located next door, sharing a property line with the proposed mixed use project. (ii) Properties outside the town center overlay may build on- and off-site commercial in any combination. The partner site must be within one-quarter mile of the proposed mixed-use project. (5) For a space to qualify as counting toward the required commercial square footage, it must not be accessory to the residential units, meaning to have separate utility connections, dedicated parking that is near the business entrance, a separate entrance, separate restroom, and appropriate fire separation between differing uses. Office, medical office, assisted living, retail space, or other uses deemed beneficial by City Council are to be considered commercial. Industrial uses like warehousing or storage units are not considered to be commercial uses. Also, parking areas, trash, outdoor dining, or other outdoor storage areas do not count towards the required commercial square footage.	Meets ordinance.
(D) On-Site Amenities and Landscaping. (1) Common Space Amenities. The project shall develop common space amenities proportionate to and in relation to the scale and resident demographics of the proposed project. Amenities shall be privately owned and managed by an HOA. Amenities must be chosen from the following list as required in the following table: Number of Units: Amenities Required 0 – 20 : 1 20 – 40 : 2 40 – 60: 3 60 – 80: 4 80 – 100: 5 100 +: 6	Meets ordinance. Clubhouse, gym, pool, hot tub, tot lot, green open spaces.

(2) List of Amenity Examples. Select from list the number required from table above: (a) Water amenities (for example: pools, hot tubs, steam room); (b) Sport amenities (for example: tennis, pickleball, lighted basketball courts); (c) Community gathering amenities (for example: play structure, village green, pavilion, outdoor kitchen); (d) Other amenities deemed appropriate by the Planning Commission.	
(3) Open Space. A minimum of 20 percent of the project area shall be landscaped.	Percentage landscaping not provided, appear to meet ordinance.
(4) Street Trees. One street tree shall be planted at least every 30 feet along adjacent public street frontages in accordance with the street tree species guide in SCC 10.30.070.	Yes
(5) Buffering between land uses as required in SCC 10.30.080.	Buffer C is required which is 6' concrete with 10' wide landscape with 1 tree and 5 shrubs every 50'. Dumpster in buffer, buffer planting insufficient
(6) In-Lieu Fee for Required Open Space or Amenity. 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.	No in-lieu
(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.	
(i) 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.	
((6) In-Lieu Fee Continued) (ii) The park property to receive the fee money shall be identified and approved in conjunction with the concept plan.	

	(c) 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. (d) The spending of in-lieu fees shall be limited to the determined off-site receiving location and for no other civic or private use. (e) 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 MXD zone. (f) If a fee is accepted in lieu of common space, the project will nevertheless be required to build at a minimum: 15 percent landscaping of the total project land area. All on-site landscaping and common space amenities shall be maintained by an HOA. (g) The fee money will be due to the City prior to recording of the final subdivision plat proportionate to each phase or prior to accepting a building permit, as applicable. (h) 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 prescribed by the zone. (i) 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 15 percent identified in subsection (D)(6)(f) of this section, and actually built within the development, may be subtracted from the estimated fee due. (j) 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.	

(E) Site Design. (1) Buildings shall be positioned on the site so that all first-floor front doors face the public road or private drive. (a) Where front and rear frontage to two roads or driveways exists, the road or driveway with the largest width and traffic counts shall be the direction the front door faces. (b) If frontage to the intersection of two roads or drive aisles exists, the building entrance(s) shall face toward the point of intersection of the two centerlines with a chamfered edge. (c) Entryways shall not face toward the rear or side lot line of abutting property with single-family residential zoning or use. (2) Terminating vistas shall be incorporated by centrally and prominently placing public art, landscaped monument signage, or building facades perpendicularly at the visual endpoint of streets and drive aisles. (3) Garage doors shall not face public roads. Where double frontage exists, the garage door may face the lesser of the two roads or be side-facing. (4) The development design shall include direct automobile access to a public roadway on a full-width publicly dedicated right-of-way or private drive meeting International Fire Code (IFC) standards. (5) All building entrances shall be directly connected to the public sidewalk with pedestrian walkways. These walkways must use differing material when crossing driveways. Decorative landscaping shall be included for one and one-half feet on one or both sides of all private walkways leading to front doors and/or residential breezeways. (6) Cross-access for automobiles and pedestrians to and from abutting properties is required where possible. (7) On-site and off-site pedestrian sidewalks and shortcuts are required to increase access to adjacent shopping, employment, parks, or other amenities.	Meets ordinance Meets ordinance meets ordinance none provided, may be developed further during site plan. Meets ordinance Will need UDOT approval for connection to Antelope. Proof of approval needed before building permit. Sidewalks needed to each front door including interior to site, elevations show front doors facing out. Meets ordinance. Cross access to Heritage and Dahl provided. Dahl Lane – Not public street within project. Change label to 'private driveway with public cross access easement'. Contingent on UDOT approval. A sidewalk to Walker Estates was proposed but faced extreme opposition by residents. Developer is now proposing to discontinue that sidewalk.

(F) Architecture. (1) Vertical mixed use motif architecture is required on all buildings within the mixed use zone. (2) Vertical mixed use motif is defined as containing the following elements: (a) Horizontal and/or vertical variation in wall or roof plane between each unit intended to give the appearance of multiple buildings built over a long period of time; (b) Varying window size and height with each segment; (c) Roofs of varying styles with each segment; (d) Large first floor windows and/or storefronts covered by canopy or trellis; (e) First floor storefronts with varying styles on each segment such as bay or recessed entries; (f) Entrance door on chamfered angle when on corner; (g) A design including similar architectural features to the example image below, but not construed as a requirement to match exactly:	Meets ordinance except no elevations provided for 'retail building' Meets Ordinance. Three different elevations provided to ensure variety.
	See screenshot of proposed project below

	
<u>Old text</u> (3) Building Height. A maximum height of 35 feet from ground to the top of the roof structure. Buildings located adjacent to existing single-family detached homes shall be a maximum of two stories and/or 30 feet, whichever is shorter. A bonus height up to 40 feet or three stories, whichever is shorter, is permitted for buildings with leasable first-floor commercial. Non-habitable towers, parapets, or other decorative architectural features, excluding roof structure, shall be allowed over 35 feet but not to exceed 45 feet.	

New text (3) Building Height. (a) Maximum allowed height and resulting densities will be allotted based on the provided square feet of leasable commercial space using the ratios below. Calculations for the entire project will be based on the tallest building. (i) Required Commercial Square Feet to Maximum Height Ratios. A. One story/maximum 15 feet allowed if: 12 square feet commercial/1,000 square feet residential. B. Two story/maximum 30 feet allowed if: 24 square feet commercial/1,000 square feet residential. C. Three story/maximum 40 feet allowed if: 36 square feet commercial/1,000 square feet residential. (b) Buildings located within 85 feet (measured from foundation to property line) to existing single-family detached homes, or one-story attached duplex, triplex, or fourplex, shall be a maximum of two stories and/or 30 feet, whichever is shorter. (c) Nonhabitable towers, parapets, or other decorative architectural features, excluding roof structure, shall be allowed, but not to exceed 45 feet.	Meets ordinance Office height is 40' with tower up to 45' Building A is 33' but with corner tower to 45'. Building B is 39' Building C is 41'9" to tower and 33' to roof. Buildings located 85' from property line except garages as allowed as accessory structure CUP.
(4) If commercial spaces have residential above or below, they shall be designed to meet building and fire codes to support the commercial use.	Will ensure compliance at future site plan/building permit as applicable
(5) All buildings and project site areas are required to meet the design standards found in Chapter 10.28 SCC.	Will ensure compliance at future site plan/building permit as applicable
(6) If no commercial exists on the bottom floor and if the building is directly abutting a road, or is on a corner, its facades shall at a minimum be designed with the mixed-use motif architecture as defined above.	Meets ordinance

(7) If a building is located on the corner of two roads, the building shall have a prominent tower or architectural feature of greater height than the rest of the building. The tower or feature shall be rotated so the center point of its outer wall faces the point of intersection of the two road centerlines.	Meets ordinance
(8) Buildings which are entirely residential without leasable commercial space mixed in the same building are only allowed if all the following apply: (a) Are within 1320 feet of existing retail or office building(s) measured in a straight line between the closest portion of each building; and (b) Are connected and accessible to adjacent commercial or office building(s) with a paved ADA-compliant pedestrian walkway; and (c) Are located entirely without any road or corner frontage.	Interior buildings are all residential but qualify to do so per this section.
(9) Buildings which are entirely commercial are permitted only if all the following apply: (a) Are located with frontage on a street or corner, or part of a contiguous block of commercial buildings which do have frontage; and (b) Conform to the vertical mixed use architectural motif; and (c) Have at least two stories.	Meets ordinance.
(10) Maximum building length is 200 feet.	Meets ordinance
(11) Horizontal rooflines shall vary at a minimum of every 30 feet. Variation can be accomplished by: (a) Vertical offset in ridge line; (b) Gables; (c) Parapets; (d) Cornices; (e) Dormers; (f) Vegetated terraces; (g) Trellises; or	Meets ordinance

(h) Other architectural features such as portals, balconies, or porches.	
(12) Buildings designed with completely flat facades and monotone color schemes are not permitted.	Meets ordinance
(13) All buildings must have articulation of all facades.	Insufficient information to determine. Future site plan application will add detail. Only have front elevations at this point.
(14) At least one significant horizontal facade variation in the wall plane is required at least every 60 feet.	Meets ordinance on front façade.
(15) Duplicating building facades adjacent to each other on the same side of the street or in a repeating pattern shall not be allowed. This may be accomplished by varying the number of stories, roof type (including shed, gable, hip, Dutch, dormer roofs, etc.), or ridgeline directions to create variation. Color variation alone is not sufficient.	Applicant has created 3 different elevations to provide variety.
(16) Architectural variation between each building segment is required.	Meets ordinance
(17) Garages shall not be the major architectural feature of any building.	Meets ordinance. 'Tuck under' garages do not face road. Detached garages are around perimeter away from road.
(18) All units abutting to a public roadway shall utilize rear or side facing garages.	Meets ordinance
(19) Entrances shall be pronounced with porticos, awnings, arches, columns, gables, porches, stoops or other three-dimensional architectural features.	Meets ordinance
(20) Front doors to ground level apartment units shall face the road or front of the building and not towards a shared hallway.	Meets ordinance
(21) The stairway leading to upper level units shall be located on the front of the building with a prominent architectural storefront creating a welcoming and defined entrance lobby. Window or blade signage located on the storefront should clearly label the building number and project name.	Meets ordinance

(22) First floor apartment, townhome, and single-family unit entryways shall feature a covered front porch with enough space for two chairs and a walkway.	Mees ordinance
(23) A minimum of three colors and materials per exterior elevation is required.	Meets ordinance
(24) Exterior surface materials on every facade shall meet the requirements for front exterior walls found in SCC 10.30.020(B) with the exception that no vinyl siding shall be permitted on any side. [Ord. 19-17 § 1 (Exh. A).]	Materials – Elevation A - brick 40%, cement 45%, stucco 15%, Elevation B – Brick 29%, Cement 56%, Stucco 15%, Elevation C – Brick 28%, Cement board 52%, Stucco 20%, Office – not provided. 10.30.020 (B) says option 2 is 30% brick if cement board – if stucco, brick rock stone has to be 75%.
10.92.050 Development Process All projects within the mixed-use zone shall enter into a development agreement with the city. The agreement must be approved by City Council concurrently with the rezone request. The agreement shall include the square footage of all proposed uses and the number of proposed residential units. Colored concept plans and exterior elevations shall be included as exhibits in the development agreement. Upon application for the mixed-use development zone, the developer shall provide colored architectural elevations and colored concept plans showing the architecture and design of the proposed development. Elevation drawings shall include building materials and a table showing the square footage of each material, building height, and the total square footage of each facade. The concept plan shall include the location of each proposed building labeled with use and square footage, parking areas and number of stalls, existing buildings, existing mature trees, proposed amenities, landscape areas, proposed trees, and shrubs. The plan shall also include a table of the total site acreage, total combined building square footage, square footage of each proposed building, square footage of each use in each building, number of residential units in each building, number of commercial and/or office spaces, number of parking spaces, and total square footage of landscape areas. Upon zoning approval, the development plans shall be a binding zoning document that runs with the land.	Meets ordinance. No material sf provided, only percentages. Percentages/sf not provided for office. Preserve large trees. There are lots of great big trees on site, would like to preserve as many as possible. Existing trees not identified on plan. Square footage of landscape area not provided

If zoning is granted, prior to construction all projects shall: submit a site plan application to be reviewed by the Architectural Review Committee and Planning Commission as detailed in SCC 10.20.090, submit a building permit application, and complete a pre-construction meeting with the Building Department. [Ord. 19-17 § 1 (Exh. A).]	
10.92.060 Off-street parking and loading No off-street parking stalls shall be allowed to be located between the front building facade and the public right-of-way or within any front yard. Enclosed garages are not required for residential units within the mixed-use zone. Parking for residential units shall be provided at a minimum ratio of two stalls per unit – one stall for the resident and one stall for visitors. Resident parking shall be located no further than 100 feet from the unit. Shared parking agreements with adjacent commercial uses for visitor parking are encouraged. Otherwise, off-street parking and loading shall be provided as specified in Chapter 10.40 SCC. [Ord. 19-17 § 1 (Exh. A).]	Meets ordinance. 2 required. 2.1 stalls/unit for project provided. Industry average for apartments is 1.7 stalls per unit.
10.92.070 Signs. The signs permitted in this zone shall be those allowed in residential or commercial zones as applicable, as specified in Chapter 10.45 SCC. Home occupation businesses shall be limited to first floor window or first floor blade signs not to exceed four square feet. Businesses located in buildings with residential units on upper floors shall not install signage higher than the first floor. [Ord. 19-17 § 1 (Exh. A).]	Will be evaluated with future application as required.

Noah Steele

From: Noah Steele
Sent: Tuesday, August 11, 2020 12:34 PM
To: Jerry Preston
Subject: RE: mxd planning review

Jerry,

Here is an updated comment list with some new info in red text and strikethrough on the resolved comments. I also marked up a plan to help you see where I was talking about.

1. Dumpster in buffer, buffer planting insufficient – buffer C required – 6' Precast concrete, 10' wide landscaping with 1 tree and 5 shrubs min every 50'. – scooch dumpster north a bit to ensure 10' and show more landscaping.
2. Sidewalks to each front door.
3. First floor units doors out. – call me I can explain
4. Preserve large trees. There are lots of great big trees on site, would like to preserve as many as possible. See attached images for ideas how I've seen others preserve them in Moab. Lets identify which ones can be preserved.
5. Dahl Lane – Not public street but label 'public cross access easement'. Contingent on UDOT approval.
6. ~~First Floor facing residences – flip building M and L so entrance is north and not facing neighbors~~ -
7. Preserve old white house –I think it should be preserved, but I may be the only one.
8. ~~Setbacks – unclear of measurement. Setback measured from property line located at back of existing sidewalk, not shown on drawing. Front setback is 20', no graphic scale provided~~
9. ~~Existing Sidewalks: Show existing sidewalk/park strip along Antelope, Heritage, and 1825 S.~~
10. Sidewalk Connection to Heritage Lane: Add ped. connection to Heritage Lane, show connection to 1825 sidewalk. - (contingent on willingness of adjacent private property owner)
11. Crosswalks: Add crosswalks when crossing driveways. South of office building, east of tot lot. East bld. E, D, connect with crosswalk, east/west.
12. ~~North Side façade of Building 'D' has to have entrance facing Antelope.~~
13. Materials – Elevation A - brick 40%, cement 45%, stucco 15%, Elevation B – Brick 29%, Cement 56%, Stucco 15%, Elevation C – Brick 28%, Cement board 52%, Stucco 20%, Office – not provided. 10.30.020 (B) says option 2 is 30% brick if cement board – if stucco, brick rock stone has to be 75%.
14. Move garages on Dahl Lane away from road as much as possible to prevent blind corners and give more of a 'front setback' appearance to be more compatible with adjacent single family.
15. ~~Terminating Vistas – Think about art and architecture at these points.~~ – can develop during site plan

Project Name: Dahl Mixed Use

Address: 1701 W Antelope Drive

Applicant: Jerry Preston – Elite Craft Homes

Summary of Proposed Project: Mixed Use of Residential Apartment and Commercial.

Applicable Ordinance and Staff Comments:

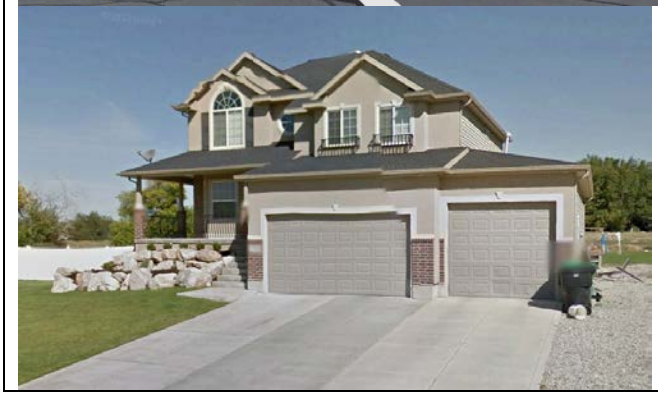
Ordinance Text	Staff Analysis
10.20.070 Zoning map and text amendments. (E) Approval Standards. A decision to amend the text of this title or the zoning map is a matter of legislative discretion by the City Council and not controlled by any one standard. However, such changes shall be consistent with the current general plan and general plan map, and in making an amendment, the City Council should also consider:	The General Plan map has designated this property as 'High Density Residential'. It is only one of three properties in the city with the designation chosen because of its frontage on a state road and proximity to existing commercial centers. A High-Density Residential map designation anticipates multiple possible current zoning options including: Cluster, R-3, Neighborhood Services, Mixed Use, G.C., and P.O. as zones contemplated to be appropriate within the designation. The housing section of the text of the general plan explains, "Apartments could be an appropriate use if located adjacent to existing commercial, along state highways, or near the West Davis Corridor interchanges. Attached housing is not wanted unless it is well designed to match the architecture and building height of surrounding development." The proposed project is located adjacent to an existing office center called 'Heritage Lane Commercial Plaza, and along SR-108 also known as Antelope Drive. The words 'well designed' and 'matching' are somewhat subjective and up for interpretation by council. The proposed development features brick, stucco, arches, towers, warm colors, is three stories tall, and has some flat roof parapets and towers. The surrounding development to the south is one- and two-story single-family homes and a 55+ community called 'Walker Estates'. Walker Estates is one story duplexes with brick facades. Heritage Lane Commercial Plaza is one story featuring stucco and brick. Please refer to pictures below and compare to provided elevation drawings of proposed structures to evaluate if they are 'well designed' or 'matching'.
(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;	Once again, the word 'harmonious' can be a subjective term up for interpretation by council based off their familiarity with the existing surrounding development.
(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;	This is not part of an overlay zone or part of a text amendment.

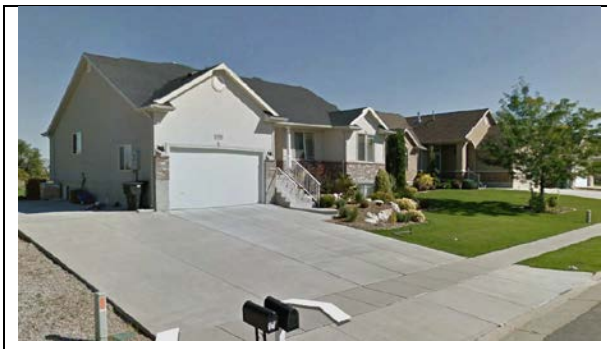
(3) The extent to which it may adversely affect adjacent property; and	This project, just like any new residential development, will add traffic, noise, light, and even smells to the neighborhood. Analyzing whether the development will adversely affect the adjacent property is also somewhat subjective, but the effects can be mitigated by landscape buffering and added distance between the new and existing structures. The project is proposing a landscape buffer with one tree and 5 shrubs every 50 feet along the south and west edges and has located enclosed one-story garages and 2 dumpsters along the southern property line in some areas and a detention basin on the western edge. The closest building to the southern line is approximately 85 feet away and is a 3-story apartment building. The closest building to the eastern line is approximately 85 feet away and is a three story apartment buidling.
(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 wastewater and refuse collection.	There have been many concerns expressed over capacity of roads and other city provided services: Roadways – The vast majority of the project's traffic will utilize the UDOT owned and maintained Antelope Drive which is a 5-lane major arterial that is 110' wide. The 2017 AADT (annual average daily traffic) on Antelope in this section is 26,000 cars per day. According to the Institute of Transportation Engineers 'Trip Generation Manual', residential apartment complex of three stories will generate approximately 5.44 daily trips per unit. The proposed 254 units will add approximately 1,381 trips per day. While this does add to the traffic on Antelope, there is capacity on the facility to absorb the added trips as it was widened in 2006 with population build out projections in mind. The most impacted local roads will be Heritage Land and Dahl Lane. It is anticipated that most traffic from the development will utilize Antelope Drive instead of driving south on Dahl and Heritage as there are not any major landmarks within the area and speed limits are lower than Antelope. Dahl lane has been stubbed at the property line for many years in anticipation of future development. The city's maximum cul-de-sac length and maximum block length requirements preclude Dahl land from becoming a permanent dead end road. This connection will improve fire response times to the neighborhood and will provide better circulation for the neighborhoods to the south who would be able to access Antelope more directly after the extension. The project design features two driveways to Antelope and a cross access connection to the existing office plaza to the west which will help disperse traffic and add options. The city's transportation master plan can be found online here. https://www.syracuseut.gov/DocumentCenter/View/579/Transportation-IFFP-PDF?bidId= All impact fees will be collected on the project to contribute in bringing the plan into fruition.

	Utilities - All required utilities for the project are available in Antelope Drive, Heritage lane, and Dahl Ln. It has been reported that there is enough culinary water to serve the project and secondary irrigation water will be required to be dedicated to the city before development occurs. The project will contribute significant amounts of impact fees that can be used towards utility improvements as needed. Parks- The proposed development will be required to provide on site amenities, but the residents will also need access to our city parks and to our recreation programs. Two parks are located nearby in Centennial Park and Founders Park, but Founders requires crossing Antelope to get there. The parks are not to capacity for average leisure use, but the youth recreation programs has been growing and space on teams and practice space on fields can be competitive. The private on-site amenity package should alleviate some pressure. The project will contribute significant amounts of impact fees that can be used towards our parks. Schools – Education is not under the purview of the city but under the Davis School District. The city meets frequently with their planners to inform them of the high growth areas so they can plan accordingly. The district owns two elementary school sites on 2000 W and will build when the need is justified. Also, there is a junior high site on 700 s that is in West Point, but the south border is shared with Syracuse. It is anticipated that the demographic in this project will include some families, but the majority will be young married, and single adults, resulting in a lower than average percentage of added school aged children compared to single family development. Regardless, this project will add students to the system and the school district will have to plan accordingly. The project includes 3, 2, and 1-bedroom units. Fees – If/When the project applies for a building permit, impact fees will be assessed and charged that can be used to mitigate impacts to our systems. Here is the link to the consolidated fee schedule which lists each fee. https://syracuseut.gov/174/Impact-Fee-Plans . https://www.syracuseut.gov/DocumentCenter/View/147/Consolidated-Fee-Schedule-PDF . There are impact fees that will be collected for parks ($2,393 per household), transportation ($451 per unit), culinary water, secondary water, sewer, storm water, and public safety. In addition to impact fees, there will be connection fees inspection fees, and application fees, all designed to cover the cost of staff time and cost of providing services to the residents and tenants of the project. Fire and Police - The added population will result in added calls to the project for both fire and police. This added burden is planned for in the public safety impact fee facilities plan. The plan can be found here; https://www.syracuseut.gov/DocumentCenter/View/574/Public-Safety-IFFP-PDF?bidId= .

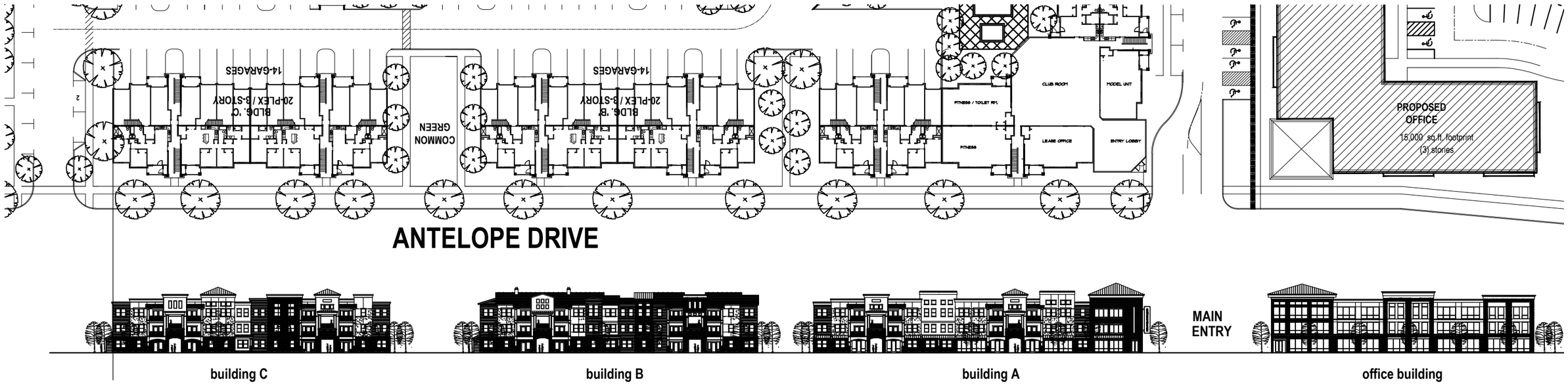


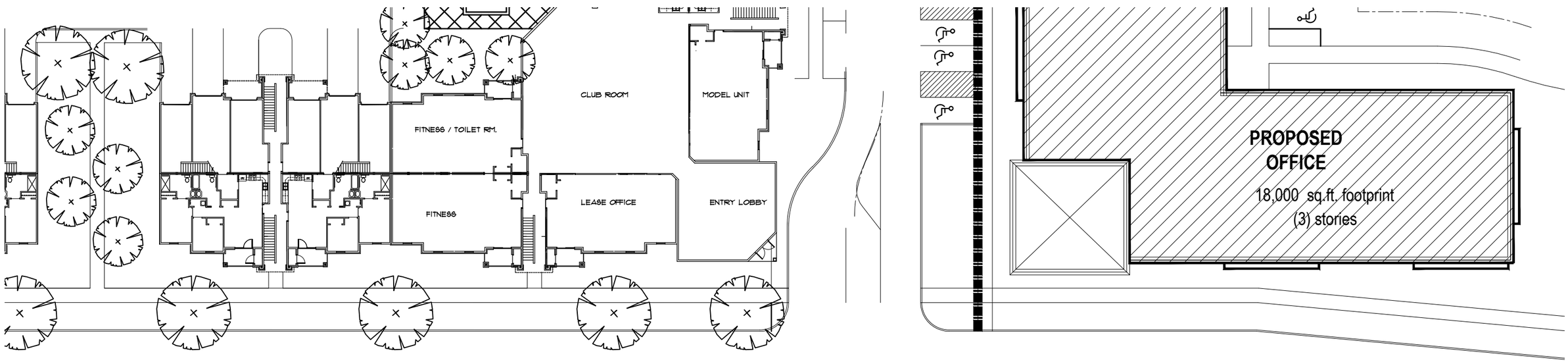

WALKER
ESTATES








14-GARAGES
20-PLEX / 3-STORY
BLDG. 'C'
COMMON GREEN
14-GARAGES
20-PLEX / 3-STORY
BLDG. 'B'
CLUB ROOM
MODEL UNIT
FITNESS / TOILET RM.
FITNESS
LEASE OFFICE
ENTRY LOBBY
PROPOSED OFFICE
15,000 sq.ft. footprint
(3) stories
ANTELOPE DRIVE
MAIN ENTRY
building C
building B
building A
office building





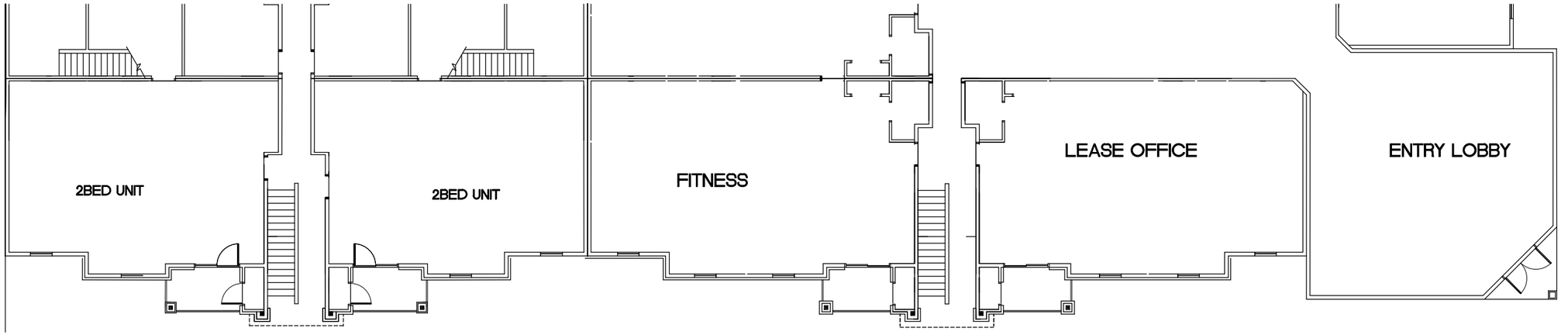
ANTELOPE DRIVE



EXTERIOR MATERIAL:	
BRICK:	40%
CEMENT BD:	45%
STUCCO:	15%

BLDG. 'A' FLOOR PLAN / STREET ELEVATION

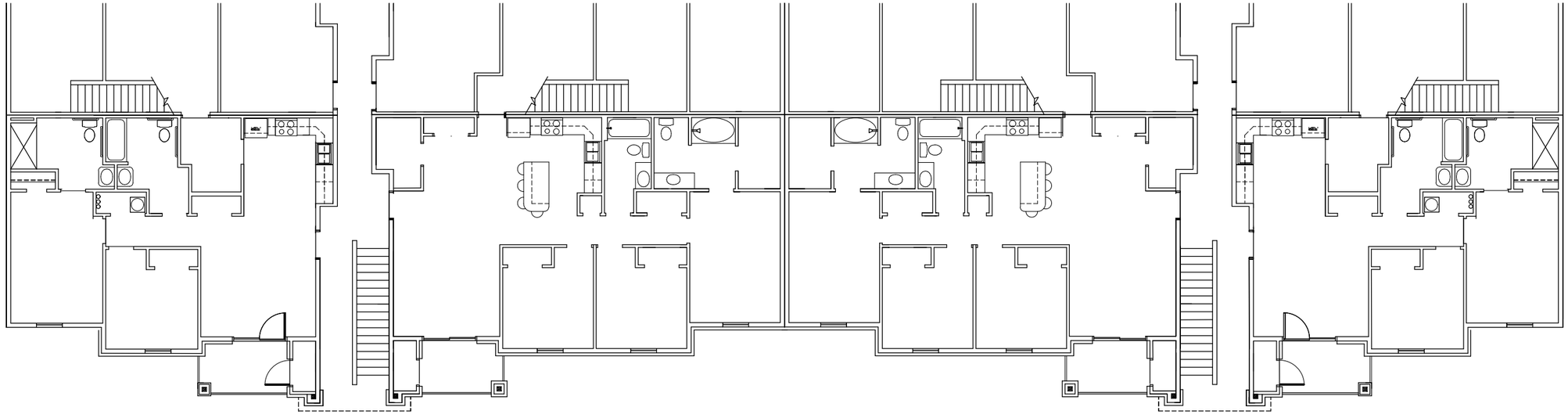
SCALE: 3/32" = 1'-0"





BLDG. 'A' FLOOR PLAN / STREET ELEVATION

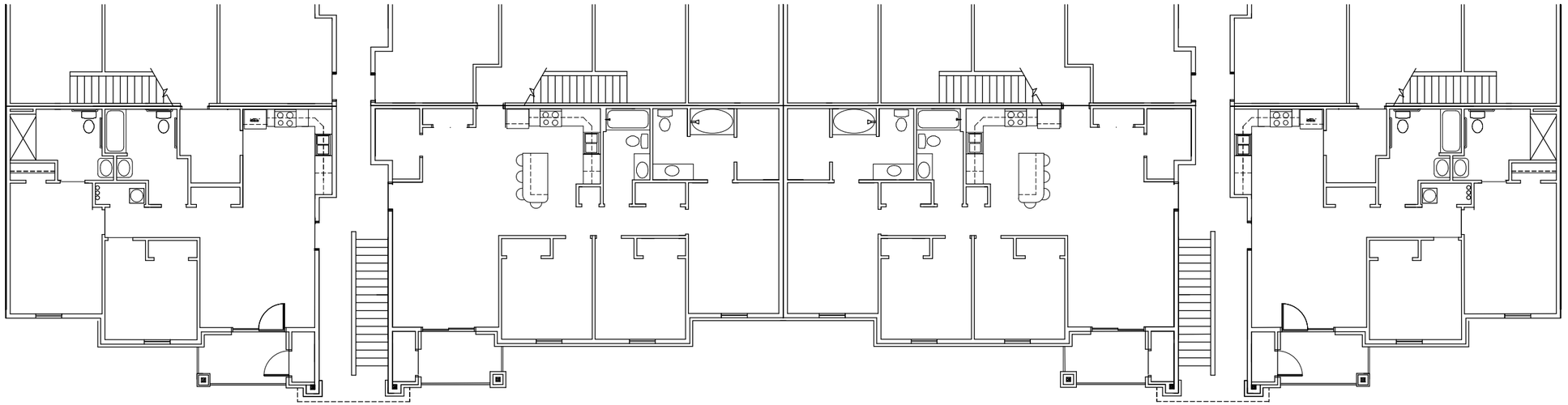
SCALE: 3/32" = 1'-0"





BUILDING 'B'
MAIN FLOOR PLAN / STREET ELEVATION

SCALE: 1/8" = 1'-0"





BUILDING 'C'
MAIN FLOOR PLAN / STREET ELEVATION

SCALE: 1/8" = 1'-0"



OFFICE BUILDING
MAIN FLOOR PLAN / STREET ELEVATION

SCALE: 1/8" = 1'-0"



BUILDING 'B'
MAIN FLOOR PLAN / STREET ELEVATION

SCALE: 1/8" = 1'-0"

EXTERIOR MATERIAL:	
BRICK:	29%
CEMENT BD:	56%
STUCCO:	15%



BUILDING 'C'
MAIN FLOOR PLAN / STREET ELEVATION

SCALE: 1/8" = 1'-0"

EXTERIOR MATERIAL:	
BRICK:	28%
CEMENT BD:	52%
STUCCO:	20%




SYRACUSE
APARTMENTS










3FT 0IN
3FT 0IN


SPIRIT
SPIRIT
TRX





After recording, please send to:
Syracuse City
Attn: City Recorder
1979 W. 1900 S.
Syracuse, Utah 84075

DEVELOPMENT AGREEMENT
FOR THE DAHL MIXED USE PROJECT
(SYRACUSE CITY, DAVIS COUNTY, UTAH)

This Development Agreement (this "Agreement") is made and entered into as of this ____ _____ day of _____, 2020, by and between **Elite Craft Homes, LLC**, a Utah corporation (the "Developer"), and **Syracuse City**, a municipality and political subdivision of the State of Utah (the "City"). City and Developer are jointly referred to as the "Parties" and each individually as a "Party."

RECITALS:

A. The Developer either owns or has under contract for purchase approximately 15.015 acres of property located at approximately 1600 West 1700 South in Syracuse, Davis County, Utah, as more particularly described in **Exhibit A**, which is attached hereto and by this reference made a part hereof (the "Property"). The Owners of the properties are Dahl Properties, LC; Verl T. Dahl, Trustee; Kristin A Myers, Dallas Buttars, et al; Elite Craft Homes, LLC, et al; Kent C. Jones, Dusty Jo Jones, and Bradi-Lyn Crawford; Elite Craft Homes, LLC and Jaytren, LLC; Heritage Lane Commercial Plaza, NPC; Chris W. Thurgood Construction, Inc.; and Walker Estates, LLC ("Owners").

B. The Property is subject to the Planning and Land Use Ordinances of Syracuse City. The Property is currently zoned A-1 (Agricultural) and GC (General Commercial) but Developer and Owners have sought rezoning to a MXD (Mixed Use Development).

C. The purpose of the MXD Zone under the City Code is "provide traditional neighborhoods where residents can work, play, shop and live that are strategically designed to create a symbiotic relationship by allowing for a combination of commercial and residential uses."

D. Developer and City acknowledge that development in the MXD Zone requires a development plan and a development agreement specific to each area zoned as MXD.

E. The City Council of Syracuse City (the "City Council"), acting pursuant to its authority under Utah Code § 10-9a-102(2) *et seq*., as amended, and the Syracuse City Code (the "City Code"), and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations, has elected to enter into this Agreement, concurrent with its decision of whether to grant the zoning application.

F. The Developer and City acknowledge that the development and improvement of the Property pursuant to this Agreement must comply with the requirements of the MXD Zone and will

provide certainty useful to the Developer and to the City in ongoing and future dealings and relations among the Parties pertaining to the development of the Project.

G. The City and Developer intend for this Agreement to provide Developer with vested entitlements for development of the Project. The City has determined that entering into this Agreement furthers the purposes of the Utah Municipal Land Use, Development, and Management Act, the City's General Plan, and the City's land use ordinances (collectively, the "Public Purposes"). As a result of such determination, the City has elected to move forward with the approvals necessary to approve the development of the Project in accordance with the terms and provisions of this Agreement and the Development Plan. This Agreement is a "development agreement" within the meaning of and entered into pursuant to the terms of Utah Code Ann. §10-9a-102(2).

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

1. **Recitals; Definitions.** The Recitals set forth above are incorporated herein by this reference. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning ascribed to such term in the City Code.

2. **Effective Date**. This Agreement is effective on the date the last party executes this Agreement as indicated by the date stated under that party's signature line (the "Effective Date").

3. **Compliance with Current City Ordinances.** Unless specifically addressed in this Agreement, the Developer agrees that the Project shall be developed in a manner that complies with applicable provisions of the City Code as they exist on the date of execution of this Agreement. The Developer understands that the Project is subject to Site Plan review and approval, and that Site Plan approval is contingent upon the Project's compliance with all relevant City ordinances. This Agreement does not modify the Planning Commission's authority related to Site Plan review.

4. **Contract Dependent upon Zoning Approval.** The Parties agree that the terms of this Agreement are only applicable if the City Council approves the pending zoning application. The approval of this Agreement may only occur in conjunction with an approval of that application. The approval of this Agreement shall be an administrative action.

5. **Zoning and Permitted Uses**. If zoning approval is provided by the City Council, then Developer shall develop and use the Property in accordance with the requirements of the Development Plan attached hereto as **Exhibit B** and applicable provisions of the City Code that are not inconsistent with this Agreement or the Exhibits hereto. The Project is a mixed-use development with no more than 254 residential units.

5.1. **Density**. The maximum density permitted for this project is 22.7 units per acre, which is no greater than 254 total residential units for the Development.

5.2. **Common Space**. The Project contains _____% landscaped area, along with a clubhouse, club room, tot lot, swimming pool, hot tub, fitness center, pavilions and common

green areas (the "Common Space"). The Common Space is shown on the Development Plan (Exhibit B). The Common Space will be owned and maintained by the property owner or an association of homeowners. It will also include the on-site stormwater detention basin required by state and local ordinances. The Common Space and amenities are to be used for calculation in this project only and may not be used as credit toward any other common space or amenity requirements at other developments or properties.

5.3. **Layout; Circulation and Connectivity**. The layout of the Project as shown in the Development Plan (**Exhibit B)** is hereby approved by the City. All internal roads within the Project will be privately owned and maintained, which shall be constructed in accordance with applicable City Codes and regulations.

5.3.1. **Construction of Private Drive with Public Access between Dahl Lane and Antelope Drive**. The Project shall connect to Dahl Lane where it currently terminates on the South side of the Project. The Developer shall grant to the City a perpetual, non-exclusive public access easement for the private drive connecting Dahl Lane and Antelope Drive, as a condition of Site Plan approval. Those portions shall be privately owned and maintained by the property owner. The City shall have no responsibility for the maintenance, plowing or condition of the private drive within the Project. The private drive connecting Dahl Lane and Antelope Drive is a designated fire department access and shall be maintained as required under International Fire Code Appendix D. If UDOT approval for the proposed location is not approved due to concerns over alignment, then Developer shall amend the site plan so that a connection between Dahl Lane and Antelope is achieved using the access point that will be approved by UDOT.

5.4. **Building Height**. Homes built within the Project may not exceed forty-five feet (45') in height.

5.5. **Architecture**. All homes and buildings within the Project shall meet the architectural standards of the City Code. The architectural theme and elevations are attached to this Agreement as **Exhibit C** and are incorporated into this Agreement by reference. The themes and elevations are crucial components of this Agreement and formed a key basis for the Project's approval and the zone change. Themes and elevations only may be reasonably modified by the home builder with the City's consent, which consent shall not be unreasonably withheld. The elevations and drawings in **Exhibit C** are attached as concepts and illustrative of themes only and may not necessarily comply with all City building requirements. The Parties acknowledge and agree that, notwithstanding the elevations' inclusion in this Agreement, before any buildings are built in the Project, the plans, elevations and designs must be approved by the City and must comply with all applicable city code requirements. Unless expressly stated, this Agreement does not override City code requirements related to architecture.

6. **Development Plan and Development Agreement.**

6.1. **Minimum Acres**. The Project is approximately 15.015 total gross acres.

6.2. **Landscaping.** Landscaping shall be installed by the Developer in accordance with landscaping plans to be approved by the City, which approval will not be unreasonably withheld.

6.3. **Commercial Component**. Developer, as part of the zoning application, promises to build 49,000 square feet of commercial property, including office and retail spaces, as indicated on the Development Plan. The inclusion of the commercial space is a substantial part of this Agreement and constitutes a crucial consideration by the Council in its zoning decision. In accordance with section 10.92.040(C)(3), the commercial component of the Development Plan may not be omitted and shall run with the land. A deed restriction shall be placed on the portions of the Project that are designated as commercial.

6.3.1. Transfer of Commercial Component. The Developer may transfer ownership of the commercial component separate from the remainder of the Project. However, the requirements of Section 6.3 shall remain in effect, even if the property has changed ownership and delays occur which are no fault of the Developer. Such transfer is subject to the City's approval, which shall be for financial ability to undertake that portion of the Project.

6.3.2. Surety. The construction of the commercial component is essential to the approval of this Agreement and the zoning for the Project. The Developer shall provide proof of a surety with the first site plan application filed on this Project, which guarantees that within six months of the approval of occupancy on the final residential building, the Developer or a successor in interest will file for a building permit on the commercial buildings shown on the Development Plan. The surety will also guarantee that the building will be constructed within one year from the date the building permit is issued. If either of these two deadlines are not met, then the surety will be forfeited to the City as liquidated damages. The recovery of the surety funds does not relieve the Developer or a successor in interest from the requirement to develop the commercial component of the Project, and the City may pursue any other lawful means to enforce this Agreement.

6.4. **Wetlands**. The Project shall be developed in compliance with any wetlands delineation and mitigation plans approved by the US Army Corps of Engineers, if applicable. The City will not take ownership or maintenance of any wetlands, which maintenance shall become the responsibility of the Homeowner's Association upon its establishment.

7. **Homeowner Association or Sole Ownership.** The Development is contemplated as a mixed-use development, with apartment buildings that will remain under sole ownership. As such, all Common Areas and maintenance requirements shall be the responsibility of the sole owner of the property, or an association of owners in the case of commercial component transfer.

7.1. **Future Subdivision.** Should the Developer or a successor in interest later wish to sell condominium units into separate ownership, then they shall be required to undergo the subdivision process and receive City approval for that subdivision. In such a case, prior to the sale or subdivision of any lots, the Developer or a successor in interest shall first create an HOA which shall be responsible for maintenance of all Common Space and Common Amenities located within the Project. The HOA shall be formed at the time of recording of the final plat and shall be governed by enforceable and duly recorded Declaration Covenants, Conditions and Restrictions (the "CC&R's"), the form of which must be approved in advance by the City, which approval will not be unreasonably withheld. The use and restrictions of Common Spaces and the Common Amenities within the Project are private and will be governed by the CC&R's and such other rules, regulations and guidelines adopted by the HOA. All maintenance of the Common Space and Common Amenities shall be performed and managed by the HOA.

8. **Onsite Improvements**.

8.1. The Developer (and/or any subsequent owner of the Project) shall be responsible for the installation of all onsite parking, drive aisles, culinary water, secondary water, sewer, and storm drainage improvements sufficient for the development of the Project in accordance with the City Code. The water, sewer, stormwater detention basin, and storm drain connections shall be made where and as approved by the City, which approval will not be unreasonably withheld. The existing utilities for the property owners to the west are privately owned and approvals for connection to those mains shall be approved by the utility owner. The City does not object to connecting to those mains provided they are adequately sized to service the development. The City shall have no responsibility of maintenance related to the improvements; the City's liability for such infrastructure ends at the connection to the main line.

9. **Culinary Water**.

9.1. Two connections to the City's culinary system are required.
9.2. The Developer shall connect into the existing culinary and secondary water lines in Dahl Lane and loop them through the Project.

10. **Water Share Contribution**. In connection with the development of the Project, upon the application for a building permit for the first building in the Development, Developer will transfer to the City all of the shares of water required for irrigation purposes, which shares shall entitle the certificate holder to receive at least 45.045 acre feet of water annually, in accordance with Syracuse Municipal Code § 8.10.090.

11. **Vested Rights**. To the maximum extent permissible under the laws of Utah and at equity, the City and Developer intend that this Agreement be construed to grant Developer all vested rights to develop the Project in fulfillment of the terms and provisions of this Agreement and the laws

and ordinances that apply to the Property as of the effective date of this Agreement. The Parties intend that the rights granted to Developer under this Agreement are contractual and are in addition to those rights that exist under statute, common law and at equity. If the City adopts different ordinances in the future, Developer shall have the right, but not the obligation, to elect to submit a development application under such future ordinances, in which event the development application will be governed by such future ordinance(s). The Parties recognize that such plans based upon future ordinances may vary from the themes or elevations in the Development Plan. By electing to submit a development application under a new future ordinance, however, Developer will not be deemed to have waived its right to submit or process other development applications under the City Code that apply as of the effective date of this Agreement. This right does not allow the Developer to deviate from the Development Plan based upon a different interpretation of existing ordinances or codes.

12. **Assignment.** Neither this Development Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of City, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.

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

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

15. **Notices.**

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

To Developer:

Elite-Craft Homes, LLC
49 North Main Street
PO Box 980
Farmington, UT 84025-3519

To the City:

Syracuse City Attorney

1979 West 1900 South
Syracuse, Utah 84075

With a Copy to:

Syracuse City Manager
1979 West 1900 South
Syracuse, UT 84075

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

16. **Amendment.**

The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. Any amendment of a substantial provision of this Agreement shall require the prior approval of the City Council and must be recorded in the Davis County Recorder's Office to be effective.

17. **General Terms and Conditions.**

17.1. Termination of Agreement. The term of this Agreement shall commence on the Effective Date of this Agreement and shall continue in full force and effect until the earlier of the following events: (i) certificates of occupancy have been issued for all dwelling units to be constructed in the Project, or (ii) ten (10) years from the date on which this Agreement is recorded with the Davis County Recorder's Office; provided, however, that if Developer is not in breach of any material provisions of this Agreement when said 10-year period expires, and any portions of the Project have not been completely built-out, then this Agreement shall automatically be extended for an additional period of five (5) years. When public improvements have been constructed and accepted by County (after expiration of applicable warranty periods), the Developer and/or the subsequent Owner/Developer shall be released from and have no continuing obligations with respect to such improvements.

17.2. Successors and Assigns. This Agreement shall be binding on the successors and assigns of Developer and future owners with respect to the portion of the Project they own. If any portion of the Property is transferred ("Transfer") to a third party ("Transferee"), the transferor and the Transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer, the transferor provides to City a letter from Transferee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the Transferee, notarized, and delivered to City prior to the Transfer. Upon execution of the letter described above, the Transferee shall be substituted as Developer or Owner under this Agreement and the transferor shall be released from any further obligations under this Agreement as to the transferred property. In all events, this Agreement shall run with and benefit the Property.

17.3. Default & Remedies. If either the Developer or the City fails to perform their respective obligations under the terms of this Agreement, the party believing that a default has occurred shall provide written notice to the other party specifically identifying the claimed event of default and the applicable provisions of this Agreement that is claimed to be in default. The party shall immediately proceed to cure or remedy such default or breach within sixty (60) calendar days after receipt of such notice. The parties shall meet and confer in an attempt to resolve the default but, in the event they are not able to do so, the parties shall have the rights and remedies available at law and in equity, including injunctive relief or specific performance, but excluding the recovery of monetary damages. Any delay by a Party in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

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

17.5. Referendum or Challenge. Both Parties understand that any legislative action by the City Council is subject to referral or challenge by individuals or groups of citizens, including zoning approval. The Developer agrees that the City shall not be found to be in breach of this Agreement if such a referendum or challenge is successful and overturns the land use decision. In such a case, this Agreement is void at inception.

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

17.7. No Officer or Employee Interest. It is agreed that no officer or employee of the City has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any City board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This section does not apply to elected offices.

17.8. Governing Law & Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions

of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

17.9. Annual Inspections. The Developer and subsequent purchasers acknowledge that pursuant to section 104 of the International Fire Code, as amended, the residential and commercial structures are subject to annual fire inspections.

(*Remainder of page is intentionally blank*)

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

Elite-Craft Homes, LLC

By: _____

Its: _____

Date: _____

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2020, personally appeared before me _____, the authorized _____, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Development Agreement on behalf of said company and who duly acknowledged to me that he/she executed the same for the purposes therein stated.

_____
Notary Public

SYRACUSE CITY

By _____
Mike Gailey, Mayor

Attest:

_____
Cassie Z. Brown, MMC
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF DAVIS)

On this _____ day of _____, 2020, personally appeared before me Mayor Mike Gailey, the authorized signer of Syracuse City, whose identity is personally known to me, to be the person who executed the Development Agreement on behalf of Syracuse City, and who duly acknowledged to me that he executed the same for the purposes therein stated.

_____
Notary Public

Approved as to Form:

_____
Paul H. Roberts
City Attorney

EXHIBIT A

Description of the Property/Project

Parcel 12-085-0085:

BEG 100 RODS E & 18 RODS S FR NW COR SEC 15-T4N-R2W, SLM; S 231.54 FT TO THE N LINE OF HILLS BORO SUBDIVISION PHASE 2; TH E 11 RODS, M/L; TH N 231.95 FT, M/L; TH W 5 RODS; TH N 2 RODS; TH W 5 RODS; TH S 2 RODS; TH W 1 ROD TO BEG. CONT. 1.06 ACRES.

Parcel 12-085-0086

BEG AT A PT 40 RODS W OF NE COR OF NW 1/4 OF SEC 15-T4N-R2W, SLM; TH S 529.58 FT, M/L, TO N LINE OF HILLS BORO SUB PHASE 2; TH W 9 RODS; TH N 231.95 FT, M/L, TO A PT 264 FT S OF S LINE OF A STR; TH E 130.5 FT; TH N 297 FT; TH E 18 FT TO THE POB. CONT. 1.00 ACRES

Parcel 12-085-0115

BEG AT A PT WH IS 1838.00 FT, M/L, S 89^40'57" E ALG THE SEC LINE & 86.96 FT S 0^19'03" W TO A PT 55.00 FT PERP'LY DISTANT S'LY FR THE CENTERLINE OF A PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 54+93.01 FR NW COR SEC 15-T4N-R2W, SLM; TH S 89^40'46" E 34.00 FT; TH S 96.04 FT; TH E 90.0 FT; TH S 114 FT; TH W 124 FT; TH N 210.04 FT TO POB. CONT. 0.38 ACRES

Parcel 12-085-0109

BEG 555 FT W FR THE NE COR OF THE NW 1/4 OF SEC 15-T4N-R2W, SLB&M; & RUN TH S 14 RODS; TH W 80 FT; TH N 14 RODS; TH E 80 FT TO THE POB. CONT. 0.427 ACRES EXCEPTING THEREFR THE FOLLOWING: A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE NE COR OF SD ENTIRE TRACT, WH PT IS 555.00 FT N 89^40'57" W ALG THE SEC LINE FR THE N 1/4 COR OF SD SEC 15; & RUN TH S 00^19'03" W 86.97 FT TO A PT WH IS 55.00 FT PERP'LY DISTANT S'LY FR THE CENTERLINE OF SD PROJECT, OPPOSITE ENGINEERS STATION 57+55.77; TH N 89^40'46" W 80.00 FT TO THE W'LY BNDRY LINE

OF SD ENTIRE TRACT; TH N 00^19'03" E 86.97 FT ALG SD W'LY BNDRY LINE TO THE N'LY BNDRY LINE OF SD ENTIRE TRACT; TH S 89^40'57" E 80.00 FT ALG SD N'LY BNDRY LINE TO THE POB. CONT. 0.16 ACRES TOTAL ACREAGE 0.267 ACRES

Parcel 12-085-0119

BEG AT A PT 5 CHAINS W & S 0^19'03" W 86.98 FT FR NE COR OF NW 1/4 SEC 15-T4N-R2W, SLM; TH W 165 FT; TH S 75.03 FT; TH W 60 FT; TH S 69 FT; TH W 80 FT; TH N 144.03 FT; TH W 25 FT; TH S 442.625 FT; TH E 329.685 FT; TH N 442.625 FT TO THE POB. CONT. 3.15 ACRES ALSO: A TRACT OF LAND SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE W'LY BNDRY LINE OF SD TRACT OF LAND AND THE S'LY R/W LINE OF SR-108, WH PT IS 555.00 FT N 89^40'57" W ALG THE SEC LINE & 86.97 FT S 00^19'03" W FR THE N 1/4 COR OF SD SEC 15, SD PT BEING 55.00 FT PERP'LY DISTANT S'LY FR THE CENTERLINE OF SR-108 & RUN TH S 00^19'03" W 75.03 FT ALG SD W'LY BNDRY LINE TO THE S'LY BNDRY LINE OF SD TRACT; TH S 89^40'57" E 60.00 FT TO THE E'LY BNDRY LINE OF SD TRACT; TH N 00^19'03" E 75.03 FT ALG SD E'LY BNDRY LINE TO SD S'LY R/W LINE OF SR-108; TH N 89^40'46" W 60.00 FT TO THE POB. CONT. 0.103 ACRES TOTAL ACRES 3.253 ACRES

Parcel 12-085-0099

A TRACT OF LAND SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE W'LY BNDRY LINE OF SD TRACT OF LAND & THE S'LY R/W LINE OF SR-108; WH PT IS 1749.00 FT E ALG THE SEC LINE & 86.96 FT S FR THE NW COR OF SD SEC 15; & RUN TH S 89^59'49" E 89.00 FT ALG SD S'LY R/W LINE TO THE E'LY BNDRY LINE OF SD TRACT OF LAND; TH S 210.04 FT ALG SD E'LY BNDRY LINE TO THE S'LY BNDRY LINE OF SD TRACT OF LAND; TH W 89.00 FT ALG SD S'LY BNDRY LINE TO SD W'LY BNDRY LINE; TH N 210.04 FT ALG SD W'LY BNDRY LINE TO THE POB. CONT. 0.429 ACRES

Parcel 12-085-0089

A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE E'LY BNDRY

LINE OF SD ENTIRE TRACT & THE S'LY R/W LINE OF SD PROJECT, WH PT IS 1402.50 FT E ALG THE SEC LINE & 86.93 FT S FR THE NW COR OF SD SEC 15, AT A PT 55.00 FT PERP'LY DIST S'LY FR THE CENTERLINE OF SD PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 50+57.60; & RUN TH S 441.07 FT TO THE S'LY BNDRY LINE OF SD ENTIRE TRACT; TH W 82.50 FT TO THE W'LY BNDRY LINE OF SD ENTIRE TRACT; TH N 441.08 FT TO SD S'LY R/W LINE OF SD PROJECT; TH E'LY 2.13 FT ALG THE ARC OF A 1555.00 FT RAD CURVE TO THE LEFT, CHORD BEARS S 89^57'28" E 2.13 FT; TH S 89^59'49" E 80.37 FT TO THE POB. CONT. 0.835 ACRES.

Parcel 12-085-0090

A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM, THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE W'LY BNDRY LINE OF SD ENTIRE TRACT & THE S'LY R/W LINE OF SD PROJECT, WH PT IS 1402.50 FT E ALG THE SEC LINE & 86.93 FT S FR THE NW COR OF SD SEC 15, AT A PT 55.00 FT PERP'LY DIST S'LY FR THE CENTERLINE OF SD PROJECT, OPPOSITE APPROX ENGINEERS STATION 50+57.60; & RUN TH S 441.07 FT ALG SD W'LY BNDRY LINE TO THE S'LY BNDRY LINE OF SD ENTIRE TRACT; TH E 82.50 FT ALG SD S'LY BNDRY LINE TO THE E'LY BNDRY LINE OF SD ENTIRE TRACT; TH N 441.07 FT ALG SD E'LY BNDRY LINE TO SD S'LY R/W LINE; TH N 89^59'49" W 82.50 FT ALG S'LY R/W LINE TO THE POB. CONT 0.835 ACRES

Parcel 12-085-0095

A TRACT OF LAND SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE W'LY BNDRY LINE OF SD TRACT OF LAND & THE S'LY R/W LINE OF SR-108, WH PT IS 1485.00 FT E ALG THE SEC LINE & 86.94 FT S FR THE NW COR OF SD SEC 15; TH S 89^59'49" E 181.50 FT TO THE E'LY BNDRY LINE OF SD TRACT OF LAND; TH S 210.05 FT; TH W 16.42 FT, M/L; TH S 231.00 FT TO THE S'LY BNDRY LINE OF SD TRACT OF LAND; TH W 165.08 FT ALG SD S'LY BNDRY LINE TO SD W'LY BNDRY LINE; TH N 441.06 FT TO THE POB. CONT. 1.751 ACRES

Parcel 12-085-0126

A TRACT OF LAND IN FEE, BEING ALL OF AN ENTIRE TRACT OF PPTY, SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLM. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT A PT 1666.50 FT (RECORD 101 ROD) E & 204.00 FT S FR THE NW COR OF SD SEC 15; & RUN TH E 82.50 FT (RECORD 5 ROD); TH S 60 FT (RECORD 16 ROD); TH W 82.50 FT (RECORD 5 ROD); TH N 60 FT TO THE POB. CONT. 0.118 ACRES

Parcel 12-085-0127

A TRACT OF LAND SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE W'LY BNDRY LINE OF SD TRACT OF LAND & THE S'LY R/W LINE OF SR-108 AT A PT 1666.50 FT (RECORD 101 RODS) E & 86.95 FT (RECORD 5.27 RODS) S FR THE NW COR OF SD SEC 15; & RUN TH E 82.50 FT (RECORD 5 RODS) ALG SD S'LY R/W LINE TO THE E'LY BNDRY LINE OF SD TRACT OF LAND; TH S 117.05 FT (RECORD 7.09 RODS) ALG SD E'LY BNDRY LINE; TH W 82.50 FT (RECORD 5 RODS) ALG THE S'LY BNDRY LINE OF SD TRACT OF LAND; TH N 117.05 FT (RECORD 7.09 RODS) ALG THE W'LY BNDRY LINE OF SD TRACT OF LAND TO THE POB. CONT. 0.222 ACRES

Parcel 12-085-0124

A TRACT OF LAND SIT IN THE NE 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE W'LY BNDRY LINE OF SD TRACT OF LAND & THE S'LY R/W LINE OF SR-108 AT A PT 86.95 FT S & 1872.00 FT E OF THE NW COR OF SD SEC 15; & RUN TH E 90.00 FT ALG SD S'LY R/W LINE TO THE E'LY BNDRY LINE OF SD TRACT OF LAND; TH S 96.04 FT TO THE S'LY BNDRY LINE OF SD TRACT OF LAND; TH W 90.00 FT TO THE W'LY BNDRY LINE OF SD TRACT OF LAND; TH N 96.04 FT TO THE POB. CONT. 0.198 ACRES

Parcel 12-085-0097

A TRACT OF LAND IN FEE, BEING ALL OF THE REMAINDER OF AN ENTIRE TRACT OF PPTY, SIT IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD TRACT OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE W BNDRY LINE OF SD ENTIRE TRACT & THE S'LY R/W LINE OF SD PROJECT, AT A PT 55.00 FT PERP'LY DISTANT S'LY FR THE CENTERLINE OF SD PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 46+81.92, WH PT IS 1019.20 FT E ALG THE SEC LINE & 57.48 FT S FR THE NW COR OF SD SEC 15; & RUN TH S 80^00'00" E 33.59 FT TO

PT OF TANGENCY OF A 1555.00 FT RAD CURVE TO THE LEFT; TH E'LY 89.47 FT ALG THE ARC SD CURVE, CHORD BEARS S 81^38'54" E 89.46 FT TO THE E'LY BNDRY FENCE LINE OF SD ENTIRE TRACT; TH S 143.68 FT, M/L, ALG SD E'LY BNDRY FENCE LINE TO THE S'LY BNDRY LINE OF SD ENTIRE TRACT KNOWN AS THE N LINE OF HERITAGE LANE COMMERCIAL PLAZA PUD; TH W 121.59 FT (116 FT OF RECORD) ALG SD S'LY BNDRY LINE; TH N 162.51 FT TO THE POB. CONT. 0.425 ACRES

Parcel 12-085-0104

A PART OF THE NW 1/4 OF SEC 15-T4N-R2W, SLM; BEG AT A PT ON THE N LINE OF SD 1/4 SEC, WH IS 1141.34 FT N 89^58'46" E ALG SD N LINE & S 00^07'21" W 76.34 FT FR THE NW COR OF SD 1/4 SEC; TH E'LY 119.06 FT ALG THE ARC OF A 1555.00 FT RAD CURVE TO THE LEFT, CHORD BEARS S 85^31'26" E 119.03 FT; TH S 0^06'28" W 134.32 FT; TH S 89^58'46" W 118.72 FT TO AN EXISTING FENCE LINE; TH ALG SD FENCE LINE N 00^07'21" E 143.65 FT TO POB. CONT. 0.377 ACRES

Parcel 12-380-0006

COMMON AREA OF HERITAGE LANE COMMERICIAL PLAZA PUD, AS DEFINED BY PLAT RECORDED 2-8-2000, AS E# 1574055, BK 2613, PG 67. CONTAINS 3.20 ACRES LESS & EXCEPTING: A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN HERITAGE LANE COMMERICAL PLAZA PUD, A SUB IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE S'LY HWY R/W LINE OF SD EXISTING STATE ROUTE 108 & THE W'LY BNDRY LINE OF SD HERITAGE LANE COMMERCIAL PLAZA, WH PT IS 55.00 FT S 00^19'03" W ALG SD W'LY BNDRY LINE FR THE NW COR OF SD HERITAGE LANE COMMERCIAL PLAZA; & RUN TH S 89^40'57" E 30.00 FT ALG SD S'LY HWY R/W LINE TO A PT 68.50 FT RADIALLY DISTANT S'LY FR THE CENTERLINE OF SD PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 45+89.40; TH SW'LY 47.12 FT ALG THE ARC OF A 30.00 FT RAD CURVE TO THE LEFT, (CHORD BEARS S 45^19'04" W 42.43 FT) TO SD W'LY BNDRY LINE; TH N 00^19'03" E 30.00 FT ALG SD BNDRY LINE TO THE POB. CONT. 0.004 ACRES LESS & EXCEPTING: A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN HERITAGE LANE COMMERCIAL PLAZA PUD, A SUB IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT INTERSECTION OF THE S'LY HWY R/W LINE OF SD EXISTING STATE ROUTE

108 & AN E'LY BNDRY LINE OF SD HERITAGE LANE COMMERCIAL PLAZA, WH PT IS 55.00 FT S 00^19'03" W ALG THE W'LY BNDRY LINE OF SD HERITAGE LANE COMMERCIAL PLAZA TO SD S'LY HWY R/W LINE & 122.42 FT S 89^40'57" E ALG SD S'LY HWY R/W LINE FR THE NW COR OF SD HERITAGE LANE COMMERCIAL PLAZA; & RUN TH S 00^26'45" W 2.65 FT ALG SD E'LY BNDRY LINE TO A PT 55.20 FT PERP'LY DISTANT S'LY FR THE CENTERLINE OF SD PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 46+81.80; TH W'LY 30.65 FT ALG THE ARC OF A 299.50 FT RAD CURVE TO THE LEFT, (CHORD BEARS N 84^43'13" W 30.63 FT) TO SD S'LY HWY R/W LINE; TH S 89^40'57" E 30.52 FT ALG SD HWY R/W LINE TO THE POB. CONT. 0.001 ACRES LESS & EXCEPTING: A PARCEL OF LAND IN FEE, FOR THE WIDENING OF THE EXISTING HWY STATE ROUTE 108 KNOWN AS PROJECT NO. 0108, BEING PART OF AN ENTIRE TRACT OF PPTY, SIT IN HERITAGE LANE COMMERCIAL PLAZA PUD, A SUB IN THE NW 1/4 NW 1/4 OF SEC 15-T4N-R2W, SLB&M. THE BNDRY OF SD PARCEL OF LAND ARE DESC AS FOLLOWS: BEG AT THE INTERSECTION OF THE S'LY HWY R/W LINE OF SD EXISTING STATE ROUTE 108 & THE E'LY BNDRY LINE OF SD HERITAGE LANE COMMERCIAL PLAZA, WH PT IS 55.00 FT S 00^26'45" W ALG SD E'LY BNDRY LINE FR THE NE COR OF SD HERITAGE LANE COMMERCIAL PLAZA; & RUN TH S 00^26'45" W 31.92 FT ALG SD E'LY BNDRY LINE TO A PT 55.00 FT RADIALLY DISTANT S'LY FR THE CENTERLINE OF SD PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 49+76.18; TH W'LY 60.76 FT ALG THE ARC OF A 1555.00 FT RAD CURVE TO THE RIGHT, (CHORD BEARS N 88^31'12" W 60.75 FT) TO A W'LY BNDRY LINE OF SD HERITAGE LANE COMMERCIAL PLAZA; TH N 00^56'29" E 30.69 FT ALG SD W'LY BNDRY LINE TO SD S'LY HWY R/W LINE; TH S 89^40'57" E 60.48 FT ALG SD S'LY HWY R/W LINE TO THE POB. CONT. 0.044 ACRES TOTAL ACREAGE 3.151 ACRES

Parcel 12-380-0003

ALL OF LOT 3 SUITE C, HERITAGE LANE COMMERCIAL PLAZA PUD CONTAINS 0.37 ACRES

Parcel 12-380-0004

ALL OF LOT 4 SUITE D, HERITAGE LANE COMMERCIAL PLAZA PUD CONTAINS 0.29 ACRES

EXHIBIT B

Development Plan

EXHIBIT C

Architectural Theme and Elevations

ORDINANCE NO. 2020-21

AN ORDINANCE AMENDING THE SYRACUSE CITY ZONING MAP FROM A-1 AND GC TO MXD, FOR PROPERTY LOCATED AT APPROXIMATELY 1701 WEST 1700 SOUTH, AND APPROVING THE EXECUTION OF A DEVELOPMENT AGREEMENT TO GOVERN THE PROPERTY.

WHEREAS, the City Council has the authority, pursuant to state law, to establish zoning designations for the health, welfare, and safety of its residents and those visiting the City, and to effectuate development; and

WHEREAS, the owners and developers of approximately 15.015 acres of property at approximately 1701 West 1700 South, Davis County Parcel ID # 12-085-0085, 12-085-0086, 12-085-0115, 12-085-0109, 12-085-0119, 12-085-0099, 12-085-0089, 12-085-0090, 12-085-0095, 12-085-0126, 12-085-0127, 12-085-0124, 12-085-0097, 12-085-0104, 12-380-0003, 12-380-0004, and a portion of ID # 12-380-0006, have requested that the City Council provide approval for a zoning designation change from Agricultural (A-1) and General Commercial (GC) to Mixed Use Development (MXD); and

WHEREAS, the general plan map for the property is designated as High Density Residential, which includes Mixed Use as a possible zone compatible with that general plan designation; and

WHEREAS, the Planning Commission conducted a public hearing on the proposed zone change and forwarded the application with a recommendation to the Council to approve the application, the minutes of which meetings are available to the Council; and

WHEREAS, the City Council has reviewed the Development Agreement prepared in association with this project, and in compliance with SMC § 10.92.050; and

WHEREAS, the Council finds that the location is an appropriate use for MXD, in consideration of the location, transportation and development opportunities, and that the Development Plan presented meets the requirements of the MXD zone text,

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

Section 1. **Zoning Map.** The zoning map designation for the 15.015 acres of property located at approximately 1701 West 1700 South is changed from A-1 and GC to MXD, as shown on a map attached in Exhibit A.

Section 2. **Development Agreement.** The City Council authorizes the Mayor to sign the Development Agreement, attached as Exhibit B.

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

Section 4. **Effective Date.** This Ordinance shall become effective immediately upon the execution of the Development Agreement by both parties.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SYRACUSE CITY, STATE OF UTAH, THIS _____TH DAY OF AUGUST, 2020.

SYRACUSE CITY

ATTEST:

_____ _____

Cassie Z. Brown, MMC
City Recorder

Mayor Mike Gailey

Voting by the City Council:

	"AYE"	"NAY"
Councilmember Bingham	____	_____
Councilmember Bolduc	____	_____
Councilmember Maughan	____	_____
Councilmember Savage	____	_____
Councilmember Teague	____	_____

Exhibit A
Amended Zoning Map

Exhibit B
Development Agreement

COUNCIL AGENDA
September 8, 2020

Agenda Item **#10** Letter of Intent to Partner with On Pitch Performing Arts for the Development of a Performing Arts Center

Background

- Any question regarding this agenda item may be directed at City Manager Brody Bovero.
- On Pitch Performing Arts (OPPA) is a theater company in Davis County that produces live theater productions and educational opportunities in the performing arts area.
- OPPA is looking to expand and obtain a new, state of the art facility in order to enhance their offerings and provide additional performing arts opportunities to the public.
- OPPA has expressed interest in sharing space in the facility with Syracuse Arts Council.
- Members of the City Council have in discussion with OPPA about the possibility of partnering with them to develop the facility.
- In order to further explore possibilities, including funding opportunities, OPPA is looking for Letter of Intent from the City in order to establish confidence that the City is serious about the partnering relationship.
- The Council has previously discussed real estate matters related to this issue in closed sessions in accordance with the Open and Public Meetings Act.

Letter of Intent

- The letter of intent would outline the following points:
    - The City intends to secure ownership of land that it will utilize to provide a location for the performing arts center.

- The City intends to work out a mutually beneficial arrangement with OPPA that uses the land to support the financial viability of the project.

- The City intends to play a coordinating and cooperative role in other aspects in order to support the project, including assistance with planning the site improvements, facilitating financing tools such as tax increment financing, and other supportive efforts within the City's powers.

- The City intends to coordinate a cooperative operating arrangement of the facility with OPPA.

- The City intends to facilitate a cooperative use of the facility with the Syracuse Arts Council and OPPA.

Action Items

Vote whether to authorize the administration to issue a Letter of Intent to OPPA, outlining the points stated above.

Mayor
Mike Gailey

City Council
Lisa Bingham
Corinne Bolduc
Dave Maughan
Jordan Savage
Seth Teague

City Manager
Brody Bovero

September 3, 2020

Brandon Stauffer, Executive Director
On Pitch Performing Arts, Inc.
587 N. Main Street
Layton, UT 84041

Re: Letter of Intent

Dear Mr. Stauffer,

Syracuse City (the "City") and On Pitch Performing Arts ("OPPA") have been in discussions for some time regarding a collaborative partnership between our organizations related to the establishment of a premiere performing arts center to be located in the City. This letter confirms the City's intention to do the following:

1. Secure ownership of land that will be the home of the new center;
2. Establish a mutually-beneficial arrangement with OPPA for a financially-viable project;
3. Coordinate with OPPA in supporting the project, such as assistance with planning or site improvements, exploring financing tools like tax increment financing, and other efforts that may be lawfully undertaken by the City;
4. Establish a cooperative operating arrangement for the facility with OPPA; and
5. Facilitate the cooperative use of the facility with the Syracuse City Arts Council.

While this letter is not legally binding, we hope that these intentions can materialize into solid commitments in the near future. I have been authorized to execute this Letter of Intent by the Syracuse City Council.

Sincerely,

_____
Michael Gailey, Mayor